



LAS VIRGENES MUNICIPAL WATER DISTRICT
4232 Las Virgenes Road
Calabasas, CA 91302

AGENDA
LVMWD BOARD OF DIRECTORS - REGULAR MEETING
TUESDAY, AUGUST 15, 2023 – 9:00 AM

PUBLIC PARTICIPATION: The public may join this meeting virtually or attend in person in the Board Room. Teleconference participants will be muted until recognized at the appropriate time by the Board President. To join via teleconference, please use the following Webinar ID:

Webinar ID: <https://us06web.zoom.us/j/85036595423>

To join by telephone, please dial (669) 900-6833 or (346) 248-7799 and enter Webinar ID:
850 3659 5423

For members of the public wishing to address the Board during Public Comment or during a specific agenda item, please press "Raise Hand" if you are joining via computer; or press *9 if you are joining via phone; or inform the Executive Assistant/Clerk of the Board if attending in person.

Members of the public can also access and request to speak at meetings live on-line, with audio and limited video, at www.lvmwd.com/livestream. To ensure distribution of the agenda, please submit comments 24 hours prior to the day of the meeting. Those comments, as well as any comments received during the meeting, will be distributed to the members of the Board of Directors and will be made part of the official public record of the meeting. Contact Josie Guzman, Executive Assistant/Clerk of the Board, at (818) 251-2123 or jguzman@lvmwd.com with any questions.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in the implementation thereof. Any person who requires a disability-related modification or accommodation, to attend or participate in this meeting, including auxiliary aids or services, may request such reasonable modification or accommodation by contacting the Executive Assistant/Clerk of the Board by telephone at (818) 251-2123 or via email to jguzman@lvmwd.com at least 48 hours prior to the meeting.

Members of the public wishing to address the Board of Directors are advised that a statement of Public Comment Protocols is available from the Clerk of the Board. Prior to speaking, each speaker is asked to review these protocols, complete a speakers' card, and hand it to the Clerk of the Board. Speakers will be recognized in the order the cards are received. A live webcast of the meeting will be available at LVMWD.com. Also, a web-based version of the speaker card is available for those who would like to submit written comments electronically or request to make public comment by telephone during the meeting.

The Public Comments agenda item is presented to allow the public to address the Board on matters not on the agenda. The public may also present comments on matters on the agenda; speakers for agenda items will be recognized at the time the item is called up for discussion.

Materials prepared by the District in connection with the subject matter on the agenda are available for public inspection at 4232 Las Virgenes Road, Calabasas, CA 91302. Materials prepared by the District and distributed to the Board during this meeting are available for public inspection at the meeting or as soon thereafter as possible. Materials presented to the Board by the public will be maintained as part of the records of these proceedings and are available upon request to the Clerk of the Board.

PLEDGE OF ALLEGIANCE

1. **CALL TO ORDER AND ROLL CALL**
2. **APPROVAL OF AGENDA**
3. **PUBLIC COMMENTS**

*Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2*

4. **CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered to be routine, non-controversial and normally approved with one motion. If discussion is requested by a

member of the Board on any Consent Calendar item, or if a member of the public wishes to comment on an item, that item will be removed from the Consent Calendar for separate action.

4.A **List of Demands: August 15, 2023 (Pg. 6)**

Receive and file.

4.B **Minutes: Regular Meetings of July 18, 2023 and August 1, 2023 (Pg. 60)**

Approve.

4.C **Directors' Per Diem: July 2023 (Pg. 78)**

Ratify.

4.D **ACWA Region 8 Board Election: Approval of Recommended Slate (Pg. 84)**

Cast a vote for the Nominating Committee's Recommended Slate for the ACWA Region 8 Board Election, and authorize the General Manager to return the completed ballot to ACWA no later than September 15, 2023.

4.E **Monthly Cash and Investment Report: June 2023 (Pg. 86)**

Receive and file the Monthly Cash and Investment Report for June 2023.

4.F **Online Billing Presentment Services: Contract Extension (Pg. 102)**

Authorize the General Manager to execute a three-year contract extension with Invoice Cloud, Inc., in an annual amount not to exceed \$155,000, for online billing and presentment services.

4.G **Las Virgenes-Triunfo Public Financing Authority: Joint Exercise of Powers Agreement (Pg. 156)**

Pass, approve and adopt proposed Resolution No. 2626, authorizing the Board President to execute the Joint Exercise of Powers Agreement forming the Las Virgenes-Triunfo Public Financing Authority.

RESOLUTION NO. 2626

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT AUTHORIZING THE CREATION OF THE LAS VIRGENES-TRIUNFO PUBLIC FINANCING AUTHORITY AND APPROVING THE JOINT EXERCISE OF POWERS AGREEMENT WITH THE TRIUNFO WATER & SANITATION DISTRICT AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

(Reference is hereby made to Resolution No. 2626 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

5. **ILLUSTRATIVE AND/OR VERBAL PRESENTATION OF AGENDA ITEMS**

5.A **Proclamation Recognizing Mikel Caldwell, Electrical/Instrumentation Technician II, for 18 Years of Service**

5.B **Recognition of Staff for Response to 24-Inch Water Main Break at Lindero Canyon Road and Agoura Road**

5.C **Legislative and Regulatory Updates**

5.D **Water Warriors: 2023 Customer Appreciation Program (Pg. 175)**

6. **TREASURER**

7. **BOARD OF DIRECTORS**

7.A **ACWA Committee Appointment Nominations for 2024-25 Term (Pg. 176)**

Select candidates for ACWA committee appointment or re-appointment consideration, and authorize the General Manager to sign and return the completed Committee Consideration Form to ACWA no later than September 30, 2023.

7.B **Knowledge to Implementation (K2i) Platform Subscription: Authorization (Pg. 182)**

Authorize the General Manager to execute an agreement with Booky Oren Global Water Technologies, in the amount of \$70,000, for a one-year subscription to its Knowledge to Implementation Platform.

8. **FACILITIES AND OPERATIONS**

8.A **Memorandum of Understanding with Natural Ocean Well Company: Authorization (Pg. 199)**

Authorize the General Manager to execute a Memorandum of Understanding with Natural Ocean Well Company, in a form approved by Legal Counsel, to cooperate on the development of subsea water harvesting technology.

9. **NON-ACTION ITEMS**

A. *Organization Reports*

B. *Director's Reports on Outside Meetings*

C. *General Manager's Reports*

(a) *General Business*

(b) *Follow-up Items*

D. *Director's Comments*

10. **FUTURE AGENDA ITEMS**

11. **PUBLIC COMMENTS**

*Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2*

12. **ADJOURNMENT**

Pursuant to Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and applicable federal rules and regulations, requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Executive Assistant/Clerk of the Board in advance of the meeting to ensure availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

LAS VIRGENES MUNICIPAL WATER DISTRICT

To: ANDY CORADESCHI, TREASURER

Payments for Board Meeting of : August 15, 2023

Deputy Treasurer has verified that all checks and wire transfers were issued in conformance with LVMWD Administrative Code Section 2-6.203.

Wells Fargo Bank A/C No. 4806-994448

Checks Nos. 107475 through 107597 were issued in the total amount of: \$ 972,887.41

Payments through wire transfers as follows:

7/11/2023 Annual CalPERS Prepaid UAL for FY2023-24 \$ 1,666,170.00

7/25/2023 Metropolitan Water District payment for water deliveries in the month of June 2023: \$ 1,767,203.20

\$ 3,433,373.20

Total Payments \$ 4,406,260.61

(Reference is hereby to these demands on file in the District's Check Register and by this reference the same is incorporated herein and made a part hereof.)

**CHECK LISTING FOR BOARD MEETING
8/15/2023**

Company Name	Company No.	Check No. 107475-107539 07/18/23 Amount	Check No. 107540-107597 07/25/23 Amount	Total
Potable Water Operations	101	8,298.23	37,027.27	45,325.50
Recycled Water Operations	102			-
Sanitation Operations	130	4,163.75		4,163.75
Potable Water Construction	201	5,619.90		5,619.90
Water Conservation Construction	203			-
Sanitation Construction	230			-
Potable Water Replacement	301	445,484.45	13,699.72	459,184.17
Recycled Water Replacement	302	2,735.17		2,735.17
Sanitation Replacement	330			-
Internal Service	701	111,689.54	55,476.61	167,166.15
JPA Operations	751	192,850.77	77,372.35	270,223.12
JPA Construction	752			-
JPA Replacement	754	5,887.00	16,214.65	22,101.65
Total Printed		<u>776,728.81</u>	<u>199,790.60</u>	<u>976,519.41</u>
Voided Checks/payment stopped:				
Check #107335	754	(3,632.00)		(3,632.00)
				-
				-
				-
				-
				-
				-
Total Voids		<u>(3,632.00)</u>	<u>-</u>	<u>(3,632.00)</u>
Net Total		<u>773,096.81</u>	<u>199,790.60</u>	<u>972,887.41</u>

**WIRE LISTING FOR BOARD MEETING
8/15/2023**

Company Name	Company No.	Wire No. 20 07/11/23 Amount	Wire No. 21 07/25/23 Amount	Total
Potable Water Operations	101		1,767,203.20	1,767,203.20
Recycled Water Operations	102			-
Sanitation Operations	130			-
Potable Water Construction	201			-
Water Conservation Construction	203			-
Sanitation Construction	230			-
Potable Water Replacement	301			-
Recycled Water Replacement	302			-
Sanitation Replacement	330			-
Internal Service	701	1,666,170.00		1,666,170.00
JPA Operations	751			-
JPA Construction	752			-
JPA Replacement	754			-
	Total Printed	<u>1,666,170.00</u>	<u>1,767,203.20</u>	<u>3,433,373.20</u>
Voided Wires:		-	-	-
	Total Voids	<u>-</u>	<u>-</u>	<u>-</u>
	Totals	<u>1,666,170.00</u>	<u>1,767,203.20</u>	<u>3,433,373.20</u>

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET	
				INVOICE DTL DESC					
20	07/11/2023	WIRE	30657 CALPERS	100000017215382	07/01/2023		WIRE_001	1,666,170.00	
Invoice: 100000017215382							ANNUAL CALPERS PREPAID UAL - FY 2023-24		
				1,666,170.00	701	213300	Accrued PERS Payable-ER		
							CHECK	20 TOTAL:	1,666,170.00
NUMBER OF CHECKS					1	*** CASH ACCOUNT TOTAL ***			1,666,170.00
				TOTAL WIRE TRANSFERS		COUNT	AMOUNT		
						1	1,666,170.00		
							*** GRAND TOTAL ***	1,666,170.00	

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: 3296jcortez

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2024	1	137									
APP 701-200000			07/11/2023	WIRE_001	071123			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		1,666,170.00	
APP 999-100100			07/11/2023	WIRE_001	071123			Cash-General AP CASH DISBURSEMENTS JOURNAL			1,666,170.00
GENERAL LEDGER TOTAL										1,666,170.00	1,666,170.00
APP 999-207010			07/11/2023	WIRE_001	071123			Due to/Due FromInternal Svs		1,666,170.00	
APP 701-100100			07/11/2023	WIRE_001	071123			Cash-General			1,666,170.00
SYSTEM GENERATED ENTRIES TOTAL										1,666,170.00	1,666,170.00
JOURNAL 2024/01/137 TOTAL										3,332,340.00	3,332,340.00

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
701	Internal Service Fund	2024	1	137	07/11/2023			
	701-100100					Cash-General		1,666,170.00
	701-200000					Accounts Payable	1,666,170.00	
						FUND TOTAL	1,666,170.00	1,666,170.00
999	Pooled Cash	2024	1	137	07/11/2023			
	999-100100					Cash-General		1,666,170.00
	999-207010					Due to/Due From Internal Svs	1,666,170.00	
						FUND TOTAL	1,666,170.00	1,666,170.00

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
701	Internal Service Fund		1,666,170.00
999	Pooled Cash	1,666,170.00	
TOTAL		1,666,170.00	1,666,170.00

** END OF REPORT - Generated by Jessica Cortez **

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
107475	07/18/2023	PRTD	2317 ACORN NEWSPAPER	203466	06/30/2023		071823	865.00
			Invoice: 203466					
				865.00	101900	660400	4X5 DISPLAY AD - WATER QLTY REPORT Public Education Programs	
							CHECK 107475 TOTAL:	865.00
107476	07/18/2023	PRTD	3077 AIRGAS USA, LLC	5500652438	06/30/2023		071823	328.85
			Invoice: 5500652438					
				328.85	701002	551500	CYLINDER RENT - JUNE'23 Outside Services	
							CHECK 107476 TOTAL:	328.85
107477	07/18/2023	PRTD	30500 ANDREW CORADESCHI	070523	07/05/2023		071823	538.18
			Invoice: 070523					
				538.18	701112	601000	ACWA REGION 10 PROG 6/28-6/29/23 Directors' Conference Exp	
							CHECK 107477 TOTAL:	538.18
107478	07/18/2023	PRTD	21610 AVISTA TECHNOLOGIES, INC.	111109	06/28/2023		071823	1,931.00
			Invoice: 111109					
				1,931.00	751750	541500	MEMBRANE AUTOPSY Outside Services	
							CHECK 107478 TOTAL:	1,931.00
107479	07/18/2023	PRTD	30535 BETTER BUSINESS PLANNING, INC	271654	06/27/2023		071823	90.00
			Invoice: 271654					
				90.00	701430	622000	COBRA ADMIN JULY'23 Outside Services	
			Invoice: 271652					
				195.00	701430	622000	FSA DEBIT CARDS JULY'23 Outside Services	
				14.58	701430	622000	Outside Services	
							CHECK 107479 TOTAL:	299.58
107480	07/18/2023	PRTD	20491 BEST BEST & KRIEGER LLP	968618	06/30/2023		071823	5,730.00
			Invoice: 968618					
				5,730.00	751840	651600	MAY'23 STATE LOBBYING Other Professional Serv	
			Invoice: 968617					
				8,180.00	751840	651600	06/30/2023 MAY'23 FEDERAL LOBBYING Other Professional Serv	8,180.00
			Invoice: 970159					
				8,180.00	751840	651600	07/12/2023 JUNE'23 FEDERAL LOBBYING Other Professional Serv	8,180.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				INVOICE DTL DESC				
Invoice: 970158			BEST BEST & KRIEGER LLP	970158	07/12/2023		071823	5,730.00
			5,730.00 751840	651600	JUNE'23 STATE LOBBYING Other Professional Serv			
							CHECK 107480 TOTAL:	27,820.00
107481	07/18/2023	PRTD	30178 CHARLES CASPARY	061623	06/16/2023		071823	19.10
			Invoice: 061623	19.10 701112	601000	ACWA STATE LEG COMMITTEE 6/16/23 Directors' Conference Exp		
							CHECK 107481 TOTAL:	19.10
107482	07/18/2023	PRTD	30387 CINTAS CORPORATION NO. 3	4159914016	06/28/2023		071823	170.37
			Invoice: 4159914016	83.66 751820	551000	JUNE'23 UNIFORMS/MATS/TOWELS Supplies/Material		
				86.71 701999	731600	Uniforms		
Invoice: 4159210409			CINTAS CORPORATION NO. 3	4159210409	06/21/2023		071823	170.37
				83.66 751820	551000	JUNE'23 UNIFORMS/MATS/TOWELS Supplies/Material		
				86.71 701999	731600	Uniforms		
							CHECK 107482 TOTAL:	340.74
107483	07/18/2023	PRTD	30368 DAVID COHEN	007620/070623	07/06/2023		071823	13.48
			Invoice: 007620/070623	13.48 101	230500	RE-ISSUE REFUND FINAL CR BAL 0000610710-007620 Deposit Refd Clearing-Billing		
							CHECK 107483 TOTAL:	13.48
107484	07/18/2023	PRTD	11330 DIAL SECURITY	452175	07/01/2023		071823	15.00
			Invoice: 452175	15.00 751820	551800	JUL'23 CELL PLAN - RLV Building Maintenance		
Invoice: 452176			DIAL SECURITY	452176	07/01/2023		071823	114.00
				114.00 701002	551500	JUL'23 SEC SRV - OPS Outside Services		
Invoice: 452174			DIAL SECURITY	452174	07/01/2023		071823	147.00
				147.00 701001	551500	JUL'23 SEC SRV - IT ROOM Outside Services		
Invoice: 452173			DIAL SECURITY	452173	07/01/2023		071823	35.00
				35.00 101600	551800	JUL'23 SEC SRV - WLK P/S Building Maintenance		
Invoice: 452172			DIAL SECURITY	452172	07/01/2023		071823	125.00
						JUL'23 SEC SRV - WLK		

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC				
125.00 101600 551800	07/01/2023			
Invoice: 452171	DIAL SECURITY	452171	071823	35.00
35.00 751830 551500	JUL'23 SEC SRV - RLV FARM			
	Outside Services			
Invoice: 452170	DIAL SECURITY	452170	071823	35.00
35.00 751820 551800	JUL'23 SEC SRV - RLV			
	Building Maintenance			
Invoice: 452168	DIAL SECURITY	452168	071823	355.00
355.00 701001 551500	JUL'23 SEC SRV - HQ			
	Outside Services			
Invoice: 452169	DIAL SECURITY	452169	071823	271.00
271.00 751810 551800	JUL'23 SEC SRV - TAPIA			
	Building Maintenance			
CHECK 107484 TOTAL:				1,132.00
107485 07/18/2023 PRD 7257 DIRECTV, INC.	013810616x230706	07/06/2023	071823	14.25
Invoice: 013810616x230706		TV ACCESS FEE 7/5-8/4/23		
14.25 101600 551000		Supplies/Material		
CHECK 107485 TOTAL:				14.25
107486 07/18/2023 PRD 8612 DURHAM SCHOOL SERVICES	91978991	07/03/2023	071823	1,024.30
Invoice: 91978991		WATER DISTRICT TRIP 6/7/23		
1,024.30 701230 660200		School Education Programs		
CHECK 107486 TOTAL:				1,024.30
107487 07/18/2023 PRD 30378 EDWARD TERINO	003785/062122	06/21/2022	071823	615.40
Invoice: 003785/062122		REFUND FINAL CR BALANCE		
615.40 101 230500		Deposit Refd Clearing-Billing		
CHECK 107487 TOTAL:				615.40
107488 07/18/2023 PRD 18441 EMPLOYEE RELATIONS NETWORK	95230	06/30/2023	071823	10.00
Invoice: 95230		EE BACKGROUND CHECKS		
10.00 701430 681000		Recruitment Expense		
CHECK 107488 TOTAL:				10.00
107489 07/18/2023 PRD 21573 EVERBRIDGE, INC	M76223	06/06/2023	071823	13,021.16
Invoice: M76223		MASS NOTIFICATION 5/26/23-5/25/24		
13,021.16 701230 660400		Public Education Programs		

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK 107489 TOTAL:								13,021.16
107490	07/18/2023	PRTD	2654 FAMCON PIPE	S100101254.003	07/05/2023	2230172	071823	210.46
			Invoice: S100101254.003					
				210.46 701 132000			METER PARTS Storeroom & Truck Inventory	
			Invoice: S100100057.003					
			FAMCON PIPE	S100100057.003	07/05/2023	2230160	071823	1,416.82
				1,416.82 701 132000			METER PARTS Storeroom & Truck Inventory	
			Invoice: S100103993.001					
			FAMCON PIPE	S100103993.001	07/05/2023	2230199	071823	1,955.67
				405.15 101900 572500			GATE VALVES Genl Supplies/Small Tools	
				1,550.52 701 132000			Storeroom & Truck Inventory	
			Invoice: S100103278.002					
			FAMCON PIPE	S100103278.002	07/06/2023	2230191	071823	38,325.11
				38,325.11 701 132000			CLA-VAL PARTS Storeroom & Truck Inventory	
CHECK 107490 TOTAL:								41,908.06
107491	07/18/2023	PRTD	2658 FEDERAL EXPRESS CORP	8-178-70398	06/30/2023		071823	396.97
			Invoice: 8-178-70398					
				396.97 751820 571520			SOIL CONTROL LAB Other Laboratory Serv	
CHECK 107491 TOTAL:								396.97
107492	07/18/2023	PRTD	2655 FERGUSON ENTERPRISES	0012568	06/21/2023	2230163	071823	5,514.42
			Invoice: 0012568					
				5,514.42 701 132000			MACROS Storeroom & Truck Inventory	
CHECK 107492 TOTAL:								5,514.42
107493	07/18/2023	PRTD	2660 FISHER SCIENTIFIC	4162888	06/28/2023		071823	65.43
			Invoice: 4162888					
				65.43 701341 551000			LITHIUM BATTERY Supplies/Material	
CHECK 107493 TOTAL:								65.43
107494	07/18/2023	PRTD	6770 G.I. INDUSTRIES	0043982-0283-0	07/03/2023		071823	631.05
			Invoice: 0043982-0283-0					
				631.05 751810 541500			DISB TAPIA RAGS 6/16-6/30/23 Outside Services	
			Invoice: 3079037-0283-4					
			G.I. INDUSTRIES	3079037-0283-4	07/03/2023		071823	1,374.31
				1,374.31 701002 551500			SHOP BLDG 6/16-6/30/23 Outside Services	

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
Invoice: 3078866-0283-7			G.I. INDUSTRIES	3078866-0283-7	07/01/2023		071823	111.12
		111.12	751820	551800	DISP RLV FARM 7/1-7/31/23			
					Building Maintenance			
Invoice: 3078867-0283-5			G.I. INDUSTRIES	3078867-0283-5	07/01/2023		071823	111.12
		111.12	751830	551500	DISP RLV FARM 7/1-7/31/23			
					Outside Services			
Invoice: 3078868-0283-3			G.I. INDUSTRIES	3078868-0283-3	07/01/2023		071823	910.81
		300.57	701001	551500	DISP HQ & SHOP 7/1-7/31/23			
		610.24	701002	551500	Outside Services			
					Outside Services			
					CHECK	107494	TOTAL:	3,138.41
107495 07/18/2023 PRTD			30364 GEOTAB USA, INC	IN344125	06/30/2023		071823	1,681.00
Invoice: IN344125		1,681.00	701326	622500	PRO PLUS PLAN & SUPPORT JUNE'23			
					Radio Maintenance Expense			
					CHECK	107495	TOTAL:	1,681.00
107496 07/18/2023 PRTD			2701 GRAINGER	9761650374	07/06/2023		071823	43.11
Invoice: 9761650374		43.11	701341	551000	CHEMICAL ADHESIVE LABELS			
					Supplies/Material			
					CHECK	107496	TOTAL:	43.11
107497 07/18/2023 PRTD			7421 HAMNER, JEWELL AND ASSOCIATES	202652	05/10/2023		071823	2,536.15
Invoice: 202652		2,536.15	201440	900000	TWIN LAKES P/S 4/1-4/30/23			
					Capital Asset Expenses			
					CHECK	107497	TOTAL:	2,536.15
107498 07/18/2023 PRTD			30451 HANK CO INC	RLSRTN/10674	07/05/2023		071823	10,122.64
Invoice: RLSRTN/10674		2,901.06	301	201000	RELEASE RETENTION - KIMBERLY PRS			
		152.69	301	201000	Contract Retainage			
		3,695.40	301	201000	Contract Retainage			
		3,117.24	301	201000	Contract Retainage			
		256.25	301	201000	Contract Retainage			
					CHECK	107498	TOTAL:	10,122.64
107499 07/18/2023 PRTD			30263 HIGH VOLT ELECTRIC	10672/PMT#14	06/29/2023		071823	400,861.81
Invoice: 10672/PMT#14		400,861.81	301440	900000	PMT #14 GNRT PW PMP STN JUNE'23			
					Capital Asset Expenses			

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 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC				
	CHECK	107499	TOTAL:	400,861.81
107500 07/18/2023 PRD 20856 INTERNATIONAL PRINTING & TYPESETT 23091 Invoice: 23091	06/30/2023		071823	624.15
624.15 701230 660200			WATER CAREERS BROCHURE School Education Programs	
	CHECK	107500	TOTAL:	624.15
107501 07/18/2023 PRD 30547 JOSHUA FISHER Invoice: 090776/070623	07/06/2023		071823	7.91
7.91 101 230500			RE-ISSUE REFUND FIAL CR BAL 0000431490-090776 Deposit Refd Clearing-Billing	
	CHECK	107501	TOTAL:	7.91
107502 07/18/2023 PRD 5230 KENNEDY/JENKS CONSULTANTS Invoice: 164536	06/30/2023		071823	3,083.75
3,083.75 201440 900000			TWIN LAKES P/S DESIGN 2/25-5/26/23 Capital Asset Expenses	
	CHECK	107502	TOTAL:	3,083.75
107503 07/18/2023 PRD 30659 KEVIN FEDERLINE Invoice: 066667/071123	07/11/2023		071823	212.75
212.75 101 230500			REFUND FINAL CR BAL 0002191532-066667 Deposit Refd Clearing-Billing	
	CHECK	107503	TOTAL:	212.75
107504 07/18/2023 PRD 30156 JAY LEWITT Invoice: 070523	07/05/2023		071823	24.50
24.50 701112 601000			SANTA ANA ENHCD RECHRG PH 1B GRNDBRK 6/2/23 Directors' Conference Exp	
	CHECK	107504	TOTAL:	24.50
107505 07/18/2023 PRD 2789 LIEBERT CASSIDY WHITMORE Invoice: 243058	05/31/2023		071823	186.50
186.50 701430 650000			LEGAL SERVICES Legal Services	
Invoice: 243060	05/31/2023		071823	2,485.50
2,485.50 701430 650000			LEGAL SERVICES Legal Services	
	CHECK	107505	TOTAL:	2,672.00

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
107506	07/18/2023	PRTD	2814 MCMaster-CARR SUPPLY CO	10049850	06/26/2023		071823	139.53
			Invoice: 10049850					
				139.53 751810 551000	ALL THREAD			
					Supplies/Material			
					CHECK		107506 TOTAL:	139.53
107507	07/18/2023	PRTD	21558 MKN-MICHAEL K NUNLEY & ASSOCIATES	102759	07/09/2023		071823	2,735.17
			Invoice: 102759					
				2,735.17 302440 900000	CALABASAS RW PIPE IMPRVMT		4/30-6/30/23	
					Capital Asset Expenses			
					CHECK		107507 TOTAL:	2,735.17
107508	07/18/2023	PRTD	30366 HERBERT NICHOLS	066253/070623	07/06/2023		071823	5.57
			Invoice: 066253/070623					
				5.57 101 230500	RE-ISSUE REFUND FINAL CR BAL		0003071205-066253	
					Deposit Refd Clearing-Billing			
					CHECK		107508 TOTAL:	5.57
107509	07/18/2023	PRTD	21659 ONTARIO REFRIGERATION SERVICE, IN	GW27397M	06/23/2023		071823	705.00
			Invoice: GW27397M					
				705.00 751810 551500	MAIN 6/1-8/31/23 TAPIA			
					Outside Services			
			Invoice: GW27387M					
				579.00 751820 551500	MAINT 6/1-8/31/23 RANCHO		071823	579.00
					Outside Services			
					CHECK		107509 TOTAL:	1,284.00
107510	07/18/2023	PRTD	30587 OVED DAGAN	011610/070623	07/06/2023		071823	364.99
			Invoice: 011610/070623					
				364.99 101 230500	RE-ISSUE REFUND FINAL CR BAL		0000780244-011610	
					Deposit Refd Clearing-Billing			
					CHECK		107510 TOTAL:	364.99
107511	07/18/2023	PRTD	18946 PACIFIC ADVANCED CIVIL ENGINEERIN	7435	06/30/2023		071823	5,887.00
			Invoice: 7435					
				5,887.00 754440 900000	TAPIA CLARIFIER REHAB JUNE'23			
					Capital Asset Expenses			
					CHECK		107511 TOTAL:	5,887.00
107512	07/18/2023	PRTD	18996 PETTY CASH - KAREN NORMAN	071023	07/10/2023		071823	201.27
			Invoice: 071023					
				40.00 701340 711000	PETTY CASH EXP. 2/9/23-6/20/23			
				24.09 751820 541000	Travel / Misc Staff Exp			
				16.54 701340 711000	Supplies/Material			
					Travel / Misc Staff Exp			

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					INVOICE	INV DATE	PO	CHECK RUN	NET				
					INVOICE DTL DESC								
				26.27	701430	680000				Safety			
				20.81	701340	711000				Travel / Misc Staff Exp			
				17.52	701340	711000				Travel / Misc Staff Exp			
				41.09	701325	551010				Fuel			
				14.95	701410	620000				Forms, Supplies And Postage			
								CHECK	107512	TOTAL:	201.27		
107513	07/18/2023	PRTD	20002	PETTY CASH - SUSAN BROWN	071123					07/11/2023	071823	287.61	
				Invoice: 071123						PETTY CASH EXP. 4/1-6/30/23			
				36.00	701310	710500					Dues, Subsc & Memberships		
				21.75	701440	711000					Travel / Misc Staff Exp		
				6.22	701440	711000					Travel / Misc Staff Exp		
				22.40	701440	711000					Travel / Misc Staff Exp		
				12.44	701440	711000					Travel / Misc Staff Exp		
				26.21	701001	551000					Supplies/Material		
				15.02	101600	541000					Supplies/Material		
				31.98	701440	683000					Training & Professional Devel		
				23.90	701410	652200					Mgmt Consultant Fees		
				8.71	701121	711000					Travel / Misc Staff Exp		
				42.70	701121	711000					Travel / Misc Staff Exp		
				40.28	701440	683000					Training & Professional Devel		
								CHECK	107513	TOTAL:	287.61		
107514	07/18/2023	PRTD	30155	LEN POLAN	070523						07/05/2023	071823	556.31
				Invoice: 070523						ACWA REGION 10 PROG. 6/28-6/29/23			
				556.31	701112	601000					Directors' Conference Exp		
								CHECK	107514	TOTAL:	556.31		
107515	07/18/2023	PRTD	18505	RAFTELIS FINANCIAL CONSULTANTS, I	29211						07/12/2023	071823	8,327.50
				Invoice: 29211						CAPACITY FEE STUDY JUNE'23			
				4,163.75	101001	862500					Other Non-Operating Expense		
				4,163.75	130001	862500					Other Non-Operating Expense		
								CHECK	107515	TOTAL:	8,327.50		
107516	07/18/2023	PRTD	21594	RECYCLED WOOD PRODUCTS	242611						06/28/2023	071823	1,924.00
				Invoice: 242611						130	YD WOODCHIPS		
				1,924.00	751820	541080					Amendment		
				Invoice: 242716						130	YD WOODCHIPS	071823	1,924.00
											Amendment		
				1,924.00	751820	541080							

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
							CHECK 107516 TOTAL:	3,848.00
107517	07/18/2023	PRTD	17326 RINCON CONSULTANTS, INC.	48905	06/21/2023		071823	29,733.75
			Invoice: 48905				CLIMATE ACTN & ADAPTN PLN 5/1-5/31/23	
				17,840.25 751840	651600		Other Professional Serv	
				11,893.50 701122	651600		Other Professional Serv	
							CHECK 107517 TOTAL:	29,733.75
107518	07/18/2023	PRTD	2914 ROADSIDE LUMBER/HARDWARE	2303-764509	03/30/2023	2230147	071823	1,386.40
			Invoice: 2303-764509				CONCRETE MIX & ASPHALT PATCH	
				1,386.40 701	132000		Storeroom & Truck Inventory	
							CHECK 107518 TOTAL:	1,386.40
107519	07/18/2023	PRTD	2948 SMITH PIPE & SUPPLY	4040292	06/30/2023		071823	76.65
			Invoice: 4040292				50 GAL RAIN BARREL PROMO	
				76.65 101800	664000		Rain Barrel Program	
			Invoice: 4039995				PVC CEMENT	
				63.86 751810	551000		Supplies/Material	
							CHECK 107519 TOTAL:	140.51
107520	07/18/2023	PRTD	2957 SOUTHERN CALIFORNIA EDISON (M-BIL	45743/062823	06/28/2023		071823	110,285.05
			Invoice: 45743/062823				RW P/S 5/30-6/27/23 440,252 KH	
				55,142.53 751127	540510		Energy	
				55,142.52 751128	540510		Energy	
							CHECK 107520 TOTAL:	110,285.05
107521	07/18/2023	PRTD	2958 SOUTHERN CALIFORNIA GAS CO (M-bil	03001136005/070723	07/07/2023		071823	2,618.99
			Invoice: 03001136005/070723				HQ & OPS 6/5-7/5/23 2,157 THERMS	
				1,964.24 701001	540530		Gas	
				654.75 701002	540530		Gas	
			Invoice: 18121142006/070723				SOUTHERN CALIFORNIA GAS CO (M-bil 18121142006/070723	
				299.60 751820	540530		RANCHO 6/5-7/5/23 167 THERMS	
							Gas	
			Invoice: 01951140001/070723				SOUTHERN CALIFORNIA GAS CO (M-bil 01951140001/070723	
				105.52 751810	540530		TAPIA 6/5-7/5/23 56 THERMS	
							Gas	
			Invoice: 05721104007/071023				SOUTHERN CALIFORNIA GAS CO (M-bil 05721104007/071023	
							CORNELL 6/5-7/6/23 1 THERMS	

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				INVOICE DTL DESC				
				16.92 101110 540530	Gas			
			SOUTHERN CALIFORNIA GAS CO (M-bil	14241394924/071123	07/11/2023		071823	16.42
			Invoice: 14241394924/071123	WLK P/S 6/7-7/7/23 1	THERMS			
				16.42 101600 540530	Gas			
						CHECK	107521 TOTAL:	3,057.45
107522	07/18/2023	PRTD	8645 SOUTHERN CALIFORNIA TROPHY COMPAN	060236-23	06/29/2023		071823	835.85
			Invoice: 060236-23		7 ANNIVERSARY EMPLOYEE GIFTS			
				835.85 701430 681500	Empl Recognition Functions			
						CHECK	107522 TOTAL:	835.85
107523	07/18/2023	PRTD	30337 STAINLESS PROCESS SYSTEMS	6413	07/06/2023		071823	34,500.00
			Invoice: 6413		REPAIR 2 FLUID TANKS AT MCCOY P/S			
				34,500.00 301440 900000	Capital Asset Expenses			
						CHECK	107523 TOTAL:	34,500.00
107524	07/18/2023	PRTD	20412 STERICYCLE, INC.	8003868121	04/30/2023		071823	223.69
			Invoice: 8003868121		APRIL '23 DOC SHREDDING			
				223.69 701121 623500	Records Management			
						CHECK	107524 TOTAL:	223.69
107525	07/18/2023	PRTD	30349 SUSAN BROWN	071023	07/10/2023		071823	78.70
			Invoice: 071023		REIMB. MWD TOUR REFRESHMENTS			
				78.70 701121 711000	Travel / Misc Staff Exp			
						CHECK	107525 TOTAL:	78.70
107526	07/18/2023	PRTD	30534 TAIT ENVIRONMENTAL SERVICES, INC.	950814	06/23/2023		071823	2,315.26
			Invoice: 950814		SITE SERVICE 5/31, 6/5/23			
				2,315.26 701325 551500	Outside Services			
						CHECK	107526 TOTAL:	2,315.26
107527	07/18/2023	PRTD	21137 TESLA, INC.	29343941	07/02/2023		071823	15,240.76
			Invoice: 29343941		RW P/S JUNE '23 SOLAR 145,150.08KH			
				7,620.38 751127 540510	Energy			
				7,620.38 751128 540510	Energy			
						CHECK	107527 TOTAL:	15,240.76

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
107528	07/18/2023	PRTD	21557 THE HOME DEPOT PRO	750971905	06/20/2023		071823	415.01
			Invoice: 750971905	415.01 701326 572500	CORDLESS AIR COMPRESSOR Genl Supplies/Small Tools			
					CHECK		107528 TOTAL:	415.01
107529	07/18/2023	PRTD	9505 TIRE MAN AGOURA	2117762	06/28/2023		071823	25.00
			Invoice: 2117762	25.00 701325 551000	FLAT REPAIR VEH#942 Supplies/Material			
			Invoice: 2116162	25.00 701325 551000	FLAT REPAIR VEH #324 Supplies/Material			
			Invoice: 2117094	25.00 701325 551000	FLAT REPAIR VEH #901 Supplies/Material			
					CHECK		107529 TOTAL:	75.00
107530	07/18/2023	PRTD	30207 TRACKER	07-04485	06/01/2023		071823	6,420.00
			Invoice: 07-04485	6,420.00 701420 621500	ANNUAL SUBSCRIPTION 07/01/23-07/01/24 System Support and Maintenance			
					CHECK		107530 TOTAL:	6,420.00
107531	07/18/2023	PRTD	3006 UNDERGROUND SERVICE ALERT	22-2304605	07/01/2023		071823	135.99
			Invoice: 22-2304605	135.99 101700 551500	DIG SAFE FEE JUNE'23 Outside Services			
			Invoice: 620230423	428.75 101700 551500	245 TICKETS - JUNE'23 Outside Services			
				10.00 101700 551500	Outside Services			
					CHECK		107531 TOTAL:	574.74
107532	07/18/2023	PRTD	20935 US METRO GROUP, INC.	107560	06/30/2023		071823	14,252.47
			Invoice: 107560	6,823.04 701001 551500	JANTRL SRVS JUNE'23 Outside Services			
				2,947.39 701002 551500	Outside Services			
				1,105.09 751820 551800	Building Maintenance			
				1,644.49 751810 551800	Building Maintenance			
				225.51 101600 551800	Building Maintenance			
				1,506.95 751750 551800	Building Maintenance			

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		INVOICE	INV DATE	PO	CHECK RUN	NET
					CHECK	107532 TOTAL: 14,252.47
107533	07/18/2023	PRTD 2780 VALLEY NEWS GROUP	3-16		03/16/2023 071823	250.00
	Invoice: 3-16		250.00 101900 660400		DISPLAY AD - SPRING WRKSH 3/16/23 Public Education Programs	
	Invoice: 7-6	VALLEY NEWS GROUP	7-6		07/07/2023 071823	250.00
			250.00 101900 660400		DISPLAY AD - WQR 7/6/23 Public Education Programs	
					CHECK	107533 TOTAL: 500.00
107534	07/18/2023	PRTD 21295 VERTICAL ELEVATOR SOLUTIONS, INC. 12592			07/01/2023 071823	290.00
	Invoice: 12592		145.00 701001 551500		JUNE'23 ELEVATOR SRV Outside Services	
			145.00 701002 551500		Outside Services	
					CHECK	107534 TOTAL: 290.00
107535	07/18/2023	PRTD 2436 VINCE BARNES AUTOMOTIVE	026516		05/22/2023 071823	496.11
	Invoice: 026516		496.11 701325 551500		OIL & FLTR SRVC #908 Outside Services	
	Invoice: 026523	VINCE BARNES AUTOMOTIVE	026523		06/01/2023 071823	112.19
			112.19 701325 551500		OIL & FLTR SRVC #907 Outside Services	
	Invoice: 026528	VINCE BARNES AUTOMOTIVE	026528		06/02/2023 071823	71.90
			71.90 701325 551500		RPLC WIPER BLADES #317 Outside Services	
	Invoice: 026537	VINCE BARNES AUTOMOTIVE	026537		06/06/2023 071823	112.19
			112.19 701325 551500		OIL & FLTR SRVC #923 Outside Services	
	Invoice: 026539	VINCE BARNES AUTOMOTIVE	026539		06/07/2023 071823	82.66
			82.66 701325 551500		OIL & FLTR SRVD #935 Outside Services	
	Invoice: 026535	VINCE BARNES AUTOMOTIVE	026535		06/07/2023 071823	153.37
			153.37 701325 551500		OIL & FLTR SRVC #932 Outside Services	
	Invoice: 026534	VINCE BARNES AUTOMOTIVE	026534		06/07/2023 071823	136.72
			136.72 701325 551500		OIL & FLTR SRVC #909 Outside Services	
	Invoice: 026544	VINCE BARNES AUTOMOTIVE	026544		06/09/2023 071823	397.04
					OIL & FLTR SRVC #905	

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INVOICE DTL	DESC	INV DATE	PO	CHECK RUN	NET
				397.04 701325 551500		Outside Services				
Invoice: 026549			VINCE BARNES AUTOMOTIVE	026549	06/13/2023				071823	191.55
				191.55 701325 551500		OIL & FLTR SRVC #928 Outside Services				
Invoice: 026551			VINCE BARNES AUTOMOTIVE	026551	06/12/2023				071823	60.00
				60.00 701325 551500		MOUNT FLASH LIGHT #955 Outside Services				
Invoice: 026550			VINCE BARNES AUTOMOTIVE	026550	06/12/2023				071823	200.85
				200.85 701325 551500		OIL & FLTR SRVC, RPLC BTRY, CK RT TIRES#890 Outside Services				
Invoice: 026557			VINCE BARNES AUTOMOTIVE	026557	06/16/2023				071823	86.35
				86.35 701325 551500		OIL & FLTR SRVC #949 Outside Services				
Invoice: 026564			VINCE BARNES AUTOMOTIVE	026564	06/20/2023				071823	80.01
				80.01 701325 551500		OIL & FLTR SRVC, RT TIRES #939 Outside Services				
Invoice: 026566			VINCE BARNES AUTOMOTIVE	026566	06/21/2023				071823	60.99
				60.99 701325 551500		OIL & FLTR SRVC #898 Outside Services				
Invoice: 026572			VINCE BARNES AUTOMOTIVE	026572	06/22/2023				071823	67.33
				67.33 701325 551500		OIL & FLTR SRVC #944 Outside Services				
Invoice: 026574			VINCE BARNES AUTOMOTIVE	026574	06/22/2023				071823	586.89
				586.89 701325 551500		SERVICE VEHICLE #836 Outside Services				
									CHECK 107535 TOTAL:	2,896.15
107536	07/18/2023	PRTD	3035 VWR SCIENTIFIC	8813241166	06/19/2023				071823	124.08
			Invoice: 8813241166			POTASSIUM PHOSPHATE, SULFURIC ACID Supplies/Material				
				124.08 701341 551000						
Invoice: 8813234493			VWR SCIENTIFIC	8813234493	06/18/2023				071823	42.05
				42.05 701341 551000		POTASSIUM NITRATE Supplies/Material				
Invoice: 8813234208			VWR SCIENTIFIC	8813234208	06/16/2023				071823	36.26
				36.26 701341 551000		COPPER (II) SULFATE Supplies/Material				
Invoice: 8813257933			VWR SCIENTIFIC	8813257933	06/21/2023				071823	29.53
				29.53 701341 551000		POTASSIUM NITRATE Supplies/Material				

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				INVOICE DTL DESC				
Invoice: 8813229507			VWR SCIENTIFIC	8813229507	06/16/2023		071823	392.62
		392.62		701341 551000	ABSRBENT PAPER, ISOPROPYL			
					Supplies/Material			
Invoice: 8813224479			VWR SCIENTIFIC	8813224479	06/16/2023		071823	201.57
		201.57		701341 551000	MAGNESIUM SULFATE			
					Supplies/Material			
Invoice: 8813224478			VWR SCIENTIFIC	8813224478	06/16/2023		071823	117.94
		117.94		701341 551000	POTASSIUM PHTHALATE			
					Supplies/Material			
Invoice: 8813222578			VWR SCIENTIFIC	8813222578	06/16/2023		071823	77.20
		77.20		701341 551000	POTASSIUM PHOSPHATE DIBASIC			
					Supplies/Material			
					CHECK	107536	TOTAL:	1,021.25
107537 07/18/2023 PRTD			19685 W. LITTEN INC.	23027	07/03/2023		071823	7,939.00
Invoice: 23027		7,939.00		751810 678800	SPRAYFIELD 6/25-7/1/23			
					District Sprayfield			
					CHECK	107537	TOTAL:	7,939.00
107538 07/18/2023 PRTD			30656 WOO YI	058072/063023	06/30/2023		071823	30.20
Invoice: 058072/063023		30.20		101 230500	REFUND FINAL CR BAL 0003010860-058072			
					Deposit Refd Clearing-Billing			
					CHECK	107538	TOTAL:	30.20
107539 07/18/2023 PRTD			30527 WORLDWIDE EXPRESS	2306098878	06/21/2023		071823	14.52
Invoice: 2306098878		14.52		101700 551000	LOGAN UPS PACKAGE			
					Supplies/Material			
					CHECK	107539	TOTAL:	14.52

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 65 *** CASH ACCOUNT TOTAL *** 776,728.81

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	65	776,728.81

*** GRAND TOTAL *** 776,728.81

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: 3296tchau

YEAR	PER	JNL	SRC	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
			EFF	DATE						LINE	DESC				
2024	1	177													
APP	101-200000			07/18/2023	071823		071823				Accounts Payable			8,298.23	
				07/18/2023	071823		071823				AP CASH DISBURSEMENTS JOURNAL				
APP	999-100100			07/18/2023	071823		071823				Cash-General				776,728.81
				07/18/2023	071823		071823				AP CASH DISBURSEMENTS JOURNAL				
APP	701-200000			07/18/2023	071823		071823				Accounts Payable			111,689.54	
				07/18/2023	071823		071823				AP CASH DISBURSEMENTS JOURNAL				
APP	751-200000			07/18/2023	071823		071823				Accounts Payable			192,850.77	
				07/18/2023	071823		071823				AP CASH DISBURSEMENTS JOURNAL				
APP	201-200000			07/18/2023	071823		071823				Accounts Payable			5,619.90	
				07/18/2023	071823		071823				AP CASH DISBURSEMENTS JOURNAL				
APP	301-200000			07/18/2023	071823		071823				Accounts Payable			445,484.45	
				07/18/2023	071823		071823				AP CASH DISBURSEMENTS JOURNAL				
APP	302-200000			07/18/2023	071823		071823				Accounts Payable			2,735.17	
				07/18/2023	071823		071823				AP CASH DISBURSEMENTS JOURNAL				
APP	754-200000			07/18/2023	071823		071823				Accounts Payable			5,887.00	
				07/18/2023	071823		071823				AP CASH DISBURSEMENTS JOURNAL				
APP	130-200000			07/18/2023	071823		071823				Accounts Payable			4,163.75	
				07/18/2023	071823		071823				AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL													776,728.81	776,728.81	
APP	999-201010			07/18/2023	071823		071823				Due to/Due Frm Potable Wtr Ops			8,298.23	
				07/18/2023	071823		071823				Cash-General				8,298.23
APP	101-100100			07/18/2023	071823		071823				Due to/Due FromInternal Svs			111,689.54	
				07/18/2023	071823		071823				Cash-General				111,689.54
APP	999-207010			07/18/2023	071823		071823				Due to/Due FromJPA Operations			192,850.77	
				07/18/2023	071823		071823				Cash-General				192,850.77
APP	751-100100			07/18/2023	071823		071823				Due to/Due FrmPotable Wtr Cnst			5,619.90	
				07/18/2023	071823		071823				Cash-General				5,619.90
APP	999-202010			07/18/2023	071823		071823				Due to/Due FrmPotable Wtr Repl			445,484.45	
				07/18/2023	071823		071823				Cash-General				445,484.45
APP	999-203010			07/18/2023	071823		071823				Due to/Due FrmRec1 Wtr Repl			2,735.17	
				07/18/2023	071823		071823				Cash-General				2,735.17
APP	301-100100			07/18/2023	071823		071823				Due to/Due FromJPA Replacement			5,887.00	
				07/18/2023	071823		071823				Cash-General				5,887.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
	07/18/2023	071823	071823			Cash-General			5,887.00
APP 754-100100	07/18/2023	071823	071823			Due to/Due FrmSanitation Ops	4,163.75		
APP 999-201300	07/18/2023	071823	071823			Cash-General			4,163.75
APP 130-100100	07/18/2023	071823	071823						
SYSTEM GENERATED ENTRIES TOTAL							776,728.81		776,728.81
JOURNAL 2024/01/177 TOTAL							1,553,457.62		1,553,457.62

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
101 Potable Water Operations 101-100100 101-200000	2024 1	177	07/18/2023	Cash-General Accounts Payable	8,298.23	8,298.23
FUND TOTAL					8,298.23	8,298.23
130 Sanitation Operations 130-100100 130-200000	2024 1	177	07/18/2023	Cash-General Accounts Payable	4,163.75	4,163.75
FUND TOTAL					4,163.75	4,163.75
201 Potable Water Construction 201-100100 201-200000	2024 1	177	07/18/2023	Cash-General Accounts Payable	5,619.90	5,619.90
FUND TOTAL					5,619.90	5,619.90
301 Potable Wtr Replacement Fund 301-100100 301-200000	2024 1	177	07/18/2023	Cash-General Accounts Payable	445,484.45	445,484.45
FUND TOTAL					445,484.45	445,484.45
302 Recycled Water Replacement 302-100100 302-200000	2024 1	177	07/18/2023	Cash-General Accounts Payable	2,735.17	2,735.17
FUND TOTAL					2,735.17	2,735.17
701 Internal Service Fund 701-100100 701-200000	2024 1	177	07/18/2023	Cash-General Accounts Payable	111,689.54	111,689.54
FUND TOTAL					111,689.54	111,689.54
751 JPA Operations 751-100100 751-200000	2024 1	177	07/18/2023	Cash-General Accounts Payable	192,850.77	192,850.77
FUND TOTAL					192,850.77	192,850.77
754 JPA Replacement 754-100100 754-200000	2024 1	177	07/18/2023	Cash-General Accounts Payable	5,887.00	5,887.00
FUND TOTAL					5,887.00	5,887.00
999 Pooled Cash	2024 1	177	07/18/2023			

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
999-100100				Cash-General		776,728.81
999-201010				Due to/Due Frm Potable Wtr Ops	8,298.23	
999-201300				Due to/Due FrmSanitation Ops	4,163.75	
999-202010				Due to/Due FrmPotable wtr Cnst	5,619.90	
999-203010				Due to/Due FrmPotable wtr Repl	445,484.45	
999-203020				Due to/Due FrmRecl wtr Repl	2,735.17	
999-207010				Due to/Due FromInternal Sys	111,689.54	
999-207510				Due to/Due FromJPA Operations	192,850.77	
999-207540				Due to/Due FromJPA Replacement	5,887.00	
				FUND TOTAL	776,728.81	776,728.81

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
101	Potable Water Operations		8,298.23
130	Sanitation Operations		4,163.75
201	Potable Water Construction		5,619.90
301	Potable Wtr Replacement Fund		445,484.45
302	Recycled Water Replacement		2,735.17
701	Internal Service Fund		111,689.54
751	JPA Operations		192,850.77
754	JPA Replacement		5,887.00
999	Pooled Cash		
		776,728.81	
	TOTAL	776,728.81	776,728.81

** END OF REPORT - Generated by Thieu Chau **

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
21	07/25/2023	WIRE	3384 METROPOLITAN WATER DISTRICT OF S.	11178	07/10/2023			1,767,203.20
Invoice: 11178								
				1,578,712.20	101001	500200	ANALYSIS MWD BILL - JUNE'23	
				37,895.00	101001	501200	Non-Interruptible	
				150,596.00	101001	501000	Capacity Reservation Charge	
							Readiness To Serve	
							CHECK 21 TOTAL:	1,767,203.20
NUMBER OF CHECKS					1	*** CASH ACCOUNT TOTAL ***		1,767,203.20
				TOTAL WIRE TRANSFERS		COUNT	AMOUNT	
						1	1,767,203.20	
							*** GRAND TOTAL ***	1,767,203.20

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: 3296jcortez

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2024	1	304									
APP 101-200000			07/25/2023	CASH DISB	072523			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		1,767,203.20	
APP 999-100100			07/25/2023	CASH DISB	072523			Cash-General			1,767,203.20
								AP CASH DISBURSEMENTS JOURNAL GENERAL LEDGER TOTAL		1,767,203.20	1,767,203.20
APP 999-201010			07/25/2023	CASH DISB	072523			Due to/Due Frm Potable Wtr Ops		1,767,203.20	
APP 101-100100			07/25/2023	CASH DISB	072523			Cash-General			1,767,203.20
								SYSTEM GENERATED ENTRIES TOTAL		1,767,203.20	1,767,203.20
								JOURNAL 2024/01/304 TOTAL		3,534,406.40	3,534,406.40

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
101	Potable Water Operations	2024	1	304	07/25/2023			
	101-100100					Cash-General		1,767,203.20
	101-200000					Accounts Payable	1,767,203.20	
						FUND TOTAL	1,767,203.20	1,767,203.20
999	Pooled Cash	2024	1	304	07/25/2023			
	999-100100					Cash-General		1,767,203.20
	999-201010					Due to/Due Frm Potable Wtr Ops	1,767,203.20	
						FUND TOTAL	1,767,203.20	1,767,203.20

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
101	Potable Water Operations		1,767,203.20
999	Pooled Cash	1,767,203.20	
TOTAL		1,767,203.20	1,767,203.20

** END OF REPORT - Generated by Jessica Cortez **



MWD
 METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 700 North Alameda Street
 Los Angeles, CA, 90012-2944

INVOICE

Billed To:

Las Virgenes Municipal Water District



Service Address

4232 Las Virgenes Road
 Calabasas, CA 91302

June 2023	Page No. 1 of 1
Mailed: 07/10/2023	Due Date: 08/31/2023
Invoice Number: 11178	Revision: 0

NOTICE

The MWD Administrative Code Section 4507 and 4508 require that payment must be made in "Good Funds" by the due date or the payment will be considered delinquent and an additional charge shall be assessed.

DELIVERIES

Volume (AF)

Total Water Treated Delivered	1,305.8
Total Water Untreated Delivered	

SALES

Type

Volume (AF)

Rate (\$ /AF)

Total (\$)

Full Service	Tier 1 Supply Rate	1,305.8	\$321.00	\$419,161.80
	System Access Rate	1,305.8	\$368.00	\$480,534.40
	System Power Rate	1,305.8	\$166.00	\$216,762.80
	Treatment Surcharge	1,305.8	\$354.00	\$462,253.20
SUBTOTAL				\$1,578,712.20

OTHER CHARGES AND CREDITS

Rate (\$ /AF)

Capacity Charge(Payment Schedule: M)	\$37,895.00
Readiness To Serve Charge(Payment Schedule: M)	\$150,596.00
SUBTOTAL	\$188,491.00

ADDITIONAL INFORMATION

Volume (AF)

Tier1 %

Peak Day

Flow (CFS)

Capacity Charge			8/5/2021	42.9
Purchase Order Firm Delivery To Date (Jan 2015 to Dec 2024)	157,175.7			
Tier 1 Annual Limit (For Current Calendar Year)	24,359.0			
Tier 1 YTD Deliveries (For Current Calendar Year)	6,046.5	24.8		
Tier 1 Current Month Deliveries	1,305.8			
Purchase Order Commitment (Jan 2015 to Dec 2024)	146,151.0			

INVOICE TOTAL

Volume AF

1,305.8

Amount Now Due

\$1,767,203.20

Note: Amount Due is based on highlighted fields



MWD

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

700 North Alameda Street

Los Angeles, CA, 90012-2944

INVOICE DETAIL

NOTICE

The MWD Administrative Code Section 4507 and 4508 require that payment must be made in "Good Funds" by the due date or the payment will be considered delinquent and an additional charge shall be assessed.

IN ACCORDANCE WITH READINGS AND BILLING DATA LISTED BELOW

Agency Name	Invoice No.	Rev.	Bill Period	Page No.	Mailed On	Due On
Las Virgenes Municipal Water District	11178	0	June 2023	1 of 2	07-10-23	08-31-23

Meter No LV-01

Treated Domestic	Constant	Previous Reading	Current Reading	Volume (Cu. Ft.)	Rate Desc.
Chatsworth St. and Andora Ave.	100	22725537	22820455	9491800	Unbundled

--- DELIVERIES ---

	Rate Per AF	Volume AF	Amount
Tier 1 Supply Rate	321.00	217.9	69,945.90
System Access Rate	368.00	217.9	80,187.20
System Power Rate	166.00	217.9	36,171.40
Treatment Surcharge	354.00	217.9	77,136.60
Delivery Subtotal		217.9	263,441.10
LV-01 Total		217.9	263,441.10

Meter No LV-02

Treated Domestic	Constant	Previous Reading	Current Reading	Volume (Cu. Ft.)	Rate Desc.
Terminus of Calabasas Feeder	1,000	23221742	23266799	45057000	Unbundled

--- DELIVERIES ---

	Rate Per AF	Volume AF	Amount
Tier 1 Supply Rate	321.00	1,034.4	332,042.40
System Access Rate	368.00	1,034.4	380,659.20
System Power Rate	166.00	1,034.4	171,710.40
Treatment Surcharge	354.00	1,034.4	366,177.60
Delivery Subtotal		1,034.4	1,250,589.60
LV-02 Total		1,034.4	1,250,589.60

Meter No LV-03

Treated Domestic	Constant	Previous Reading	Current Reading	Volume (Cu. Ft.)	Rate Desc.
Chatsworth Park	10	94007334	94240313	2329790	Unbundled

--- DELIVERIES ---

	Rate Per AF	Volume AF	Amount
Tier 1 Supply Rate	321.00	53.5	17,173.50
System Access Rate	368.00	53.5	19,688.00
System Power Rate	166.00	53.5	8,881.00
Treatment Surcharge	354.00	53.5	18,939.00
Delivery Subtotal		53.5	64,681.50
LV-03 Total		53.5	64,681.50

--- OTHER CHARGES AND CREDITS ---

	Amount
Capacity Charge for current calendar year	37,895.00
Readiness to Serve Charge for current fiscal year	150,596.00

Agency Name	Invoice No.	Rev.	Bill Period	Page No.	Mailed On	Due On
Las Virgenes Municipal Water District	11178	0	June 2023	2 of 2	07-10-23	08-31-23

VOLUME TOTAL	INVOICE TOTAL
1,305.8	\$1,767,203.20

This invoice was printed on 7/10/2023 at 2:39:47PM



THE METROPOLITAN WATER DISTRICT
of SOUTHERN CALIFORNIA
700 North Alameda Street
Los Angeles, CA 90012-2944

<http://www.mwdh2o.com/>

**SUMMARY OF PROGRAM DEMANDS BY WATER DESCRIPTION IN ACRE FEET
BASED ON HISTORICAL WATER DELIVERIES
INVOICE COVER SHEET
For the Fiscal Year 2022 - 2023**

LV - Las Virgenes Municipal Water District

DELIVERIES													
MWD Water	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year Bal
Program: BASIC													
TREATED FULL SERVICE													
Subtotal	1,047.7	1,211.0	997.5	974.7	922.3	963.8	761.6	858.6	781.1	1,042.1	1,297.3	1,305.8	12,163.5
BASIC Total	1,047.7	1,211.0	997.5	974.7	922.3	963.8	761.6	858.6	781.1	1,042.1	1,297.3	1,305.8	12,163.5
MWD Water Total	1,047.7	1,211.0	997.5	974.7	922.3	963.8	761.6	858.6	781.1	1,042.1	1,297.3	1,305.8	12,163.5

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
107540	07/25/2023	PRTD	19269 ACC BUSINESS	231654483	06/27/2023		072523	1,870.47
			Invoice: 231654483					
				187.05 101600 540520			INTERNET SVCS 5/11-6/10/23	
				561.14 751810 540520			Telephone	
				187.05 751820 540520			Telephone	
				467.62 701001 540520			Telephone	
				467.61 701002 540520			Telephone	
							CHECK 107540 TOTAL:	1,870.47
107541	07/25/2023	PRTD	17361 ACCURATE FIRST AID SERVICES	B-43668	07/06/2023		072523	235.39
			Invoice: B-43668				FIRST AID STE SRV - HQ	
				235.39 701430 680000			Safety	
			Invoice: B-43669					
			ACCURATE FIRST AID SERVICES	B-43669	07/06/2023		072523	213.86
							FIRST AID STE SRV - OPS	
				213.86 701430 680000			Safety	
							CHECK 107541 TOTAL:	449.25
107542	07/25/2023	PRTD	2317 ACORN NEWSPAPER	204037	07/12/2023		072523	865.00
			Invoice: 204037					
				865.00 101900 660400			4X5 DISPLAY AD - WQR 7/7/23	
							Public Education Programs	
							CHECK 107542 TOTAL:	865.00
107543	07/25/2023	PRTD	8560 ADVANCED UTILITY SYSTEMS	HCC05038	06/30/2023		072523	1,050.00
			Invoice: HCC05038					
				1,050.00 701222 683000			REG. HARRIS CUSTOMER CONF DEC'23 CASON G.	
							Training & Professional Devel	
							CHECK 107543 TOTAL:	1,050.00
107544	07/25/2023	PRTD	30339 ALESHIRE & WYNDER, LLP	LVMWD/JUN'23	07/10/2023		072523	34,080.35
			Invoice: LVMWD/JUN'23					
				8,334.10 701121 650000			LEGAL SERVICES - JUNE'23	
				12,985.00 701122 687200			Legal Services	
				631.80 701122 687200			Outside Services	
				4,981.50 751840 687200			Outside Services	
				6,771.30 701122 687200			Outside Services	
				376.65 701122 687200			Outside Services	
							CHECK 107544 TOTAL:	34,080.35
107545	07/25/2023	PRTD	17396 ALL STAR FENCE & CONCRETE	4545	07/06/2023		072523	8,085.00
			Invoice: 4545					
				8,085.00 101100 541500			REPAIR TANK SITE GATE AND FENCE 6/20-6/21/23	
							Outside Services	

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC				
			CHECK 107545 TOTAL:	8,085.00
107546 07/25/2023 PRTD 2526 APPLIED INDUSTRIAL TECHNOLOGIES 7027343395 Invoice: 7027343395	06/29/2023		072523	2,260.96
2,260.96 751820 551000	V-BELTS FOR CENTRIFUGE Supplies/Material			
			CHECK 107546 TOTAL:	2,260.96
107547 07/25/2023 PRTD 2869 AT&T Invoice: 21506905/062023	06/20/2023	21506905/062023	072523	60.84
60.84 101106 540520	SVCS 6/20-7/19/23 Telephone			
			CHECK 107547 TOTAL:	60.84
107548 07/25/2023 PRTD 16253 AT&T MOBILITY Invoice: 287319785901X071023	07/02/2023	287319785901X071023	072523	2,872.87
44.93 701331 540520	MOBILITY FOUNDATION ACCT 6/3-7/2/23 Telephone			
85.17 701321 540520	Telephone			
40.24 751810 540520	Telephone			
76.70 701410 540520	Telephone			
44.93 701221 540520	Telephone			
2,580.90 701350 683000	Training & Professional Devel			
			CHECK 107548 TOTAL:	2,872.87
107549 07/25/2023 PRTD 30119 ATS COMMUNICATIONS Invoice: 6-2023	07/10/2023	6-2023	072523	1,473.25
1,473.25 701310 552500	JUNE'23 CELL SITE MGMT Consulting Services			
			CHECK 107549 TOTAL:	1,473.25
107550 07/25/2023 PRTD 5625 ASSOC. OF WATER AGENCIES OF VENTU Invoice: 071023	07/10/2023	071023	072523	150.00
150.00 701121 710500	CCWUC ANNUAL MEMBERSHIP FY2023-24 Dues, Subsc & Memberships			
			CHECK 107550 TOTAL:	150.00
107551 07/25/2023 PRTD 6777 JOHN DEERE FINANCIAL Invoice: 834847	06/09/2023	834847	072523	2,175.89
2,175.89 751810 678800	TRACTOR SRV 6/9/23 District Sprayfield			
			CHECK 107551 TOTAL:	2,175.89

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
107552	07/25/2023	PRTD	2964 CA ST TREAS. BOE	97-817885/063023	06/30/2023		072523	6,639.00
			Invoice: 97-817885/063023					
				5,181.90 751	206000		97-817885 USE TAX 6/1-6/30/23, PAYMENT #3	
				1,457.14 751	206000		Use Tax Liability	
				-.04 701999	862500		Use Tax Liability	
							Other Non-Operating Expense	
							CHECK 107552 TOTAL:	6,639.00
107553	07/25/2023	PRTD	19099 CALIFORNIA RECYCLES, INC	11600	07/13/2023		072523	782.50
			Invoice: 11600					
				125.00 701410	620000		E-WASTE PICK-UP 7/12/23	
				657.50 701410	620000		Forms, Supplies And Postage	
							Forms, Supplies And Postage	
							CHECK 107553 TOTAL:	782.50
107554	07/25/2023	PRTD	20655 CANNON CORPORATION	85045	07/12/2023		072523	2,807.50
			Invoice: 85045					
				2,807.50 301440	900000		SURGE ANLYS STNT RD JUNE'23	
							Capital Asset Expenses	
							CHECK 107554 TOTAL:	2,807.50
107555	07/25/2023	PRTD	30663 CARL TORRES	063315/071223	07/12/2023		072523	90.73
			Invoice: 063315/071223					
				90.73 101	230500		RFND FINAL CR BAL 0001090582-063315	
							Deposit Refd Clearing-Billing	
							CHECK 107555 TOTAL:	90.73
107556	07/25/2023	PRTD	18860 CHEMTREAT, INC.	CIN010531729	07/08/2023		072523	748.41
			Invoice: CIN010531729					
				374.21 701001	551000		JUL'23 WATER TREATMENT	
				374.20 751820	551000		Supplies/Material	
							Supplies/Material	
							CHECK 107556 TOTAL:	748.41
107557	07/25/2023	PRTD	30584 CHRIS NELSON & ASSOCIATES, INC.	3551	06/20/2023		072523	5,440.00
			Invoice: 3551					
				5,440.00 101600	541500		WLK DAM SETTLEMENT SURVEY SVRS THRU 6/30/23	
							Outside Services	
							CHECK 107557 TOTAL:	5,440.00
107558	07/25/2023	PRTD	30387 CINTAS CORPORATION NO. 3	4159914225	06/28/2023		072523	689.94
			Invoice: 4159914225					
				143.29 701002	551000		JUNE'23 UNIFORMS/MATS/TOWELS	
				546.65 701999	731600		Supplies/Material	
							Uniforms	

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC				
Invoice: 9231287564 CINTAS CORPORATION NO. 3 9231287564	07/12/2023		072523	-12.99
-12.99 701999 731600	CREDIT MEMO FOR INVOICE 4159914225			
	Uniforms			
Invoice: 4159914073 CINTAS CORPORATION NO. 3 4159914073	06/28/2023		072523	445.28
109.32 751810 551000	JUNE'23 UNIFORMS/MATS/TOWELS			
335.96 701999 731600	Supplies/Material			
	Uniforms			
Invoice: 9231293823 CINTAS CORPORATION NO. 3 9231293823	07/12/2023		072523	-165.00
-165.00 701999 731600	CREDIT MEMO FOR INVOICE 4159914073			
	Uniforms			
Invoice: 4159210479 CINTAS CORPORATION NO. 3 4159210479	06/21/2023		072523	677.08
143.29 701002 551000	JUNE'23 UNIFORMS/MATS/TOWELS			
533.79 701999 731600	Supplies/Material			
	Uniforms			
Invoice: 9231287580 CINTAS CORPORATION NO. 3 9231287580	07/12/2023		072523	-12.99
-12.99 701999 731600	CREDIT MEMO FOR INVOICE 4159210479			
	Uniforms			
Invoice: 4158511842 CINTAS CORPORATION NO. 3 4158511842	06/14/2023		072523	677.08
143.29 701002 551000	JUNE'23 UNIFORMS/MATS/TOWELS			
533.79 701999 731600	Supplies/Material			
	Uniforms			
Invoice: 9231287596 CINTAS CORPORATION NO. 3 9231287596	07/12/2023		072523	-12.99
-12.99 701999 731600	CREDIT MEMO FOR INVOICE 4158511842			
	Uniforms			
	CHECK 107558 TOTAL:			2,285.41
107559 07/25/2023 PRTD 2601 DELL COMPUTER CORP. 10684065344	07/10/2023		072523	130.60
Invoice: 10684065344	5 ACROBAT LIC			
130.60 701420 621500	System Support and Maintenance			
Invoice: 10683324424 DELL COMPUTER CORP. 10683324424	07/06/2023		072523	100.98
100.98 701420 621500	1 PHOTOSHOP LIC			
	System Support and Maintenance			
	CHECK 107559 TOTAL:			231.58
107560 07/25/2023 PRTD 30593 DION & SONS, INC 814163	06/28/2023		072523	5,538.62
Invoice: 814163	1,600 GAL RED DYE DIESEL			
5,538.62 751810 541010	Fuel			
	CHECK 107560 TOTAL:			5,538.62

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
107561	07/25/2023	PRTD	3515 DWYER INSTRUMENTS, INC.	05422218	06/28/2023		072523	509.77
			Invoice: 05422218	509.77 751810 551000	FLOW SWITCH Supplies/Material			
					CHECK		107561 TOTAL:	509.77
107562	07/25/2023	PRTD	15907 ELY JR'S PUMPING	088074/071223	07/12/2023		072523	760.98
			Invoice: 088074/071223	760.98 101 230500	RFND FINAL CR BAL 0010001736-088074 Deposit Refd Clearing-Billing			
					CHECK		107562 TOTAL:	760.98
107563	07/25/2023	PRTD	2638 ENVIRONMENTAL RESOURCE ASSOCIATES	046094	07/10/2023	2230202	072523	2,753.44
			Invoice: 046094	2,753.44 701341 552000	ANNUAL ELAP CERT PERFORMANCE TESTING Permits and Fees			
					CHECK		107563 TOTAL:	2,753.44
107564	07/25/2023	PRTD	2658 FEDERAL EXPRESS CORP	2-176-00860	07/10/2023		072523	106.97
			Invoice: 2-176-00860	106.97 701325 551000	MAIL SAMPLE FOB CARDS Supplies/Material			
					CHECK		107564 TOTAL:	106.97
107565	07/25/2023	PRTD	19397 FIRST CHOICE SERVICES (DAIOHS USA 470212	470212	07/11/2023		072523	94.76
			Invoice: 470212	94.76 701410 620000	JULY'23 COFFEE SRVC-TAPIA Forms, Supplies And Postage			
			Invoice: 470211	105.77 701410 620000	JULY'23 COFFEE SRVC-RLV Forms, Supplies And Postage			105.77
			Invoice: 470210	98.57 701410 620000	JULY'23 COFFEE SRVC-OPS Forms, Supplies And Postage			98.57
			Invoice: 470209	96.11 701410 620000	JULY'23 COFFEE SRVC-HQ Forms, Supplies And Postage			96.11
			Invoice: 470154	46.50 701410 620000	JULY'23 COFFEE SRVC-WLK Forms, Supplies And Postage			46.50
					CHECK		107565 TOTAL:	441.71

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
107566	07/25/2023	PRTD	6770 G.I. INDUSTRIES	0043750-0283-1	07/01/2023		072523	148.50
			Invoice: 0043750-0283-1	148.50 751810 541500	DISP TAPIA GRIT 7/1-7/31/23			
					Outside Services			
			G.I. INDUSTRIES	0043738-0283-6	07/01/2023		072523	741.20
			Invoice: 0043738-0283-6	741.20 751810 551800	DISP TAPIA 7/1-7/31/23			
					Building Maintenance			
					CHECK		107566 TOTAL:	889.70
107567	07/25/2023	PRTD	30626 GARY BURNS	071023	07/10/2023		072523	45.85
			Invoice: 071023	45.85 701112 601000	AWAVC WATERWISE PROGRAM 6/15/23			
					Directors' Conference Exp			
			GARY BURNS	071323	07/13/2023		072523	225.32
			Invoice: 071323	225.32 701112 601000	ACWA REGION 10 PROGRAM 6/28-6/29/23			
					Directors' Conference Exp			
					CHECK		107567 TOTAL:	271.17
107568	07/25/2023	PRTD	2701 GRAINGER	9763464832	07/07/2023		072523	788.40
			Invoice: 9763464832	788.40 701 132000	FACE RESPIRATORS			
					Storeroom & Truck Inventory			
			GRAINGER	9764740933	07/10/2023		072523	1,576.80
			Invoice: 9764740933	1,576.80 701 132000	FACE RESPIRATORS			
					Storeroom & Truck Inventory			
			GRAINGER	9763382356	07/07/2023		072523	178.34
			Invoice: 9763382356	178.34 751810 541000	FIRE HOSE			
					Supplies/Material			
			GRAINGER	9763382372	07/07/2023		072523	170.78
			Invoice: 9763382372	170.78 751810 541000	TRAFFIC SIGN			
					Supplies/Material			
			GRAINGER	9763382364	07/07/2023		072523	589.97
			Invoice: 9763382364	589.97 751810 541000	FIRE HOSE, SIGNS			
					Supplies/Material			
			GRAINGER	9762036631	07/06/2023		072523	837.57
			Invoice: 9762036631	837.57 101900 572500	WAREHOUSE SUPPLIES			
					Genl Supplies/Small Tools			
			GRAINGER	9763382349	07/07/2023		072523	1,294.34
			Invoice: 9763382349	1,294.34 701 132000	RESPIRATOR MASKS			
					Storeroom & Truck Inventory			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
							CHECK 107568 TOTAL:	5,436.20
107569	07/25/2023	PRTD	21133 H2O INNOVATION USA, INC.	CD130552	06/30/2023		072523	1,100.00
			Invoice: CD130552				MEMBRANE MONITORING & MAINT JUNE'23	
				1,100.00	701420	621500	System Support and Maintenance	
							CHECK 107569 TOTAL:	1,100.00
107570	07/25/2023	PRTD	2705 HACH COMPANY	13633463	06/26/2023		072523	14,581.02
			Invoice: 13633463				REPLACEMENT CONTROLS FOR OBSOLETE EQUIP.	
				14,581.02	751810	541000	Supplies/Material	
							CHECK 107570 TOTAL:	14,581.02
107571	07/25/2023	PRTD	30664 JULEE KRAINES	065216/071223	07/12/2023		072523	117.91
			Invoice: 065216/071223				RFND FINAL CR BAL 0000780368-065216	
				117.91	101	230500	Deposit Refd Clearing-Billing	
							CHECK 107571 TOTAL:	117.91
107572	07/25/2023	PRTD	8484 LINDE GAS AND EQUIPMENT, INC	37056145	07/13/2023		072523	699.05
			Invoice: 37056145				AIR FOR SURGE TANKS	
				699.05	101100	541000	Supplies/Material	
							CHECK 107572 TOTAL:	699.05
107573	07/25/2023	PRTD	2814 MCMASTER-CARR SUPPLY CO	99756642	06/20/2023		072523	183.72
			Invoice: 99756642				UNI-STRUT	
				183.72	751100	551000	Supplies/Material	
			Invoice: 99684409				06/19/2023	072523
				417.80	751100	551000	UNI-STRUT AND FITTINGS	417.80
							Supplies/Material	
			Invoice: 10212663				06/28/2023	072523
				111.11	751100	551000	RIV-NUT PARTS	111.11
							Supplies/Material	
							CHECK 107573 TOTAL:	712.63
107574	07/25/2023	PRTD	21264 MICHAEL BAKER INTERNATIONAL, INC.	1177281	04/21/2023		072523	3,256.76
			Invoice: 1177281				GENSET PW P/S 1/30-4/2/23	
				3,256.76	301440	900000	Capital Asset Expenses	

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
							CHECK 107574 TOTAL:	3,256.76
107575	07/25/2023	PRTD	16754 NATURAL SURROUNDINGS	8129	07/01/2023		072523	345.00
	Invoice: 8129			345.00 701001 551500	JULY'23 INTERIOR PLANT CARE FEE			
					Outside Services			
							CHECK 107575 TOTAL:	345.00
107576	07/25/2023	PRTD	2302 ODP BUSINESS SOLUTIONS LLC	319397337001	06/30/2023		072523	73.22
	Invoice: 319397337001			73.22 701410 620000	LABELS, YELLOW PADS			
					Forms, Supplies And Postage			
							CHECK 107576 TOTAL:	73.22
107577	07/25/2023	PRTD	15824 OUTBACK FOOTWEAR	49417	05/05/2023		072523	214.49
	Invoice: 49417			214.49 701350 623000	SAFETY FOOTWEAR - J. SODERBERG			
					Safety Equip			
							CHECK 107577 TOTAL:	214.49
107578	07/25/2023	PRTD	30458 PIONEER AMERICAS, LLC (OLIN CORP)	900291694	06/29/2023		072523	10,607.09
	Invoice: 900291694			10,607.09 751810 541014	4,938 GAL SODIUM HYPOCHLORITE			
					Sodium Hypochlorite			
							CHECK 107578 TOTAL:	10,607.09
107579	07/25/2023	PRTD	30155 LEN POLAN	071223	07/12/2023		072523	3,646.24
	Invoice: 071223			3,646.24 701112 601000	AWWA ACE CONFRENCE 6/10-6/14/23			
					Directors' Conference Exp			
							CHECK 107579 TOTAL:	3,646.24
107580	07/25/2023	PRTD	21637 ROGERS EQUIPMENT SALES, INC	49991	06/30/2023	2230200	072523	2,958.64
	Invoice: 49991			2,958.64 751100 551000	SOFT STARTERS FOR RWPS AND WESTLAKE WELLS			
					Supplies/Material			
	Invoice: 49990		ROGERS EQUIPMENT SALES, INC	49990	06/30/2023	2230200	072523	5,682.93
				5,682.93 751100 551000	SOFT STARTERS FOR RWPS AND WESTLAKE WELLS			
					Supplies/Material			
							CHECK 107580 TOTAL:	8,641.57
107581	07/25/2023	PRTD	20779 SAND MATERIALS & AGGREGATE SALES,	85808	07/10/2023		072523	1,055.46
	Invoice: 85808			1,055.46 101700 551000	24.55 TONS AGGREGATE			
					Supplies/Material			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
							CHECK 107581 TOTAL:	1,055.46
107582	07/25/2023	PRTD	30662 SHIRLY GULMAN	070085/071223	07/12/2023		072523	146.32
			Invoice: 070085/071223				RFND FINAL CR BAL 0000500324-070085	
			146.32 101 230500				Deposit Refd Clearing-Billing	
							CHECK 107582 TOTAL:	146.32
107583	07/25/2023	PRTD	2948 SMITH PIPE & SUPPLY	4045415	07/14/2023		072523	76.65
			Invoice: 4045415				50 GAL RAIN BARREL PROMO	
			76.65 101800 664000				Rain Barrel Program	
							CHECK 107583 TOTAL:	76.65
107584	07/25/2023	PRTD	16120 SOIL CONTROL LAB	3060606	07/12/2023		072523	349.00
			Invoice: 3060606				FINISHED COMPOST-PACKAGE (SOLIDS)	
			349.00 751820 571520				Other Laboratory Serv	
							CHECK 107584 TOTAL:	349.00
107585	07/25/2023	PRTD	30665 SPENCER LEE	070623	07/06/2023		072523	282.61
			Invoice: 070623				WATERWISE PRO TRAINING 6/21-6/22/23	
			282.61 701322 683000				Training & Professional Devel	
							CHECK 107585 TOTAL:	282.61
107586	07/25/2023	PRTD	20648 STANTEC CONSULTING SERVICES INC.	2103174	07/06/2023		072523	982.50
			Invoice: 2103174				FAMS SETUP 6/3-6/30/23	
			982.50 701420 621500				System Support and Maintenance	
							CHECK 107586 TOTAL:	982.50
107587	07/25/2023	PRTD	30660 STEVE GLASSMAN	052562/071223	07/12/2023		072523	222.26
			Invoice: 052562/071223				RFND FINAL CR BAL 0001050092-052562	
			222.26 101 230500				Deposit Refd Clearing-Billing	
							CHECK 107587 TOTAL:	222.26
107588	07/25/2023	PRTD	12149 THATCHER CO. OF CALIFORNIA	2023250110697	06/22/2023		072523	12,446.50
			Invoice: 2023250110697				45,260 LBS SODIUM BISULFITE	
			12,446.50 751810 541011				Sodium Bisulfite	

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CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
							CHECK 107588 TOTAL:	12,446.50
107589	07/25/2023	PRTD	21599 THE ROVISYS COMPANY	86001	07/09/2023		072523	4,877.50
			Invoice: 86001	4,877.50 301440 900000	UPGRD MASTER PLAN DVLPT UPDATED JUNE'23 Capital Asset Expenses			
			THE ROVISYS COMPANY	85667	07/06/2023		072523	3,379.34
			Invoice: 85667	3,379.34 754440 900000	TMDL SCADA UPGRD JUN'23 Capital Asset Expenses			
			THE ROVISYS COMPANY	85668	07/06/2023		072523	3,235.31
			Invoice: 85668	3,235.31 754440 900000	TAPIA SCADA UPGRD JUN'23 Capital Asset Expenses			
			THE ROVISYS COMPANY	85974	07/07/2023		072523	2,757.96
			Invoice: 85974	2,757.96 301440 900000	NTWRK UPGRD MASTR PLN DVLPMNT JUN'23 Capital Asset Expenses			
CHECK 107589 TOTAL:								14,250.11
107590	07/25/2023	PRTD	21582 TROY COMPANY	01-1365	07/07/2023		072523	9,600.00
			Invoice: 01-1365	9,600.00 754440 900000	INSTALL AMENDMENT BIN DUST CURTAIN Capital Asset Expenses			
CHECK 107590 TOTAL:								9,600.00
107591	07/25/2023	PRTD	2325 UNITED RENTALS, INC	220869858-001	06/29/2023		072523	675.00
			Invoice: 220869858-001	675.00 751820 551500	SERVICE BOBCAT #711 Outside Services			
			UNITED RENTALS, INC	220949953-001	06/29/2023		072523	454.00
			Invoice: 220949953-001	454.00 701325 551500	SRVC SCISSOR LIFT #110 Outside Services			
CHECK 107591 TOTAL:								1,129.00
107592	07/25/2023	PRTD	21643 VALLEY SOIL, INC.	27298	07/12/2023		072523	17,312.00
			Invoice: 27298	17,312.00 101800 670900	IRRIGATION CONTROLLER INSTALLS JUN'23 Res. ET Irrigation Controller			
CHECK 107592 TOTAL:								17,312.00
107593	07/25/2023	PRTD	30056 VERIZON WIRELESS	9938226059	06/26/2023		072523	1,072.28
			Invoice: 9938226059	1,072.28 701224 540520	WIRELESS SVC 6/27-7/26/23 Telephone			

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CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
							CHECK 107593 TOTAL:	1,072.28
107594	07/25/2023	PRTD	18914 WECK LABORATORIES, INC.	W3G1355	07/11/2023		072523	973.76
			Invoice: W3G1355	973.76 101300 571520	DRNKING WTR QTRLY/TTHM/HAA5		DIST SYS	
					Other Laboratory Serv			
			Invoice: W3G1343	WECK LABORATORIES, INC. W3G1343	07/11/2023		072523	442.71
				442.71 751830 571520	RANCHO GROUNDWATER (QUARTERLY)			
					Other Laboratory Serv			
			Invoice: W3G1345	WECK LABORATORIES, INC. W3G1345	07/11/2023		072523	373.80
				373.80 751830 571520	RANCHO GROUNDWATER (QUARTERLY)			
					Other Laboratory Serv			
			Invoice: W3G1349	WECK LABORATORIES, INC. W3G1349	07/11/2023		072523	146.70
				146.70 751810 571520	TAPIA GROUNDWATER (QUARTERLY)			
					Other Laboratory Serv			
			Invoice: W3G1352	WECK LABORATORIES, INC. W3G1352	07/11/2023		072523	180.31
				180.31 751810 571520	OIL & GREASE/TAPIA WTR RECLAMATION FAC O&G			
					Other Laboratory Serv			
			Invoice: W3G1362	WECK LABORATORIES, INC. W3G1362	07/11/2023		072523	146.70
				146.70 751810 571520	TAPIA GROUNDWATER (MONTHLY)			
					Other Laboratory Serv			
			Invoice: W3G0704	WECK LABORATORIES, INC. W3G0704	07/06/2023		072523	356.91
				356.91 751750 571520	PW SAMPLING WEEKLY			
					Other Laboratory Serv			
			Invoice: W3G0708	WECK LABORATORIES, INC. W3G0708	07/06/2023		072523	2,505.89
				2,505.89 751750 571520	PW SAMPLING MONTHLY			
					Other Laboratory Serv			
CHECK 107594 TOTAL:								5,126.78
107595	07/25/2023	PRTD	30661 WESTLAKE SPECTRUM	014785/071223	07/12/2023		072523	70.46
			Invoice: 014785/071223	70.46 101 230500	RFND FINAL CR BAL 0001018021-014785			
					Deposit Refd Clearing-Billing			
CHECK 107595 TOTAL:								70.46
107596	07/25/2023	PRTD	30527 WORLDWIDE EXPRESS	2306162854	06/28/2023		072523	26.23
			Invoice: 2306162854	26.23 101700 551000	OUTGOING UPS PACKAGE			
					Supplies/Material			
CHECK 107596 TOTAL:								26.23

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CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC								
107597	07/25/2023	PRTD	30186 ZHAO, JOHN	070323	07/03/2023		072523	519.89
	Invoice: 070323				AWWA ACE CONFRENCE 6/11-6/14/23 Training & Professional Devel			
				519.89	701350	683000		
							CHECK 107597 TOTAL:	519.89
				NUMBER OF CHECKS	58	*** CASH ACCOUNT TOTAL ***		199,790.60
				TOTAL PRINTED CHECKS		COUNT	AMOUNT	
						58	199,790.60	
						*** GRAND TOTAL ***		199,790.60

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: 3296jcortez

YEAR	PER	JNL	SRC	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
			EFF	DATE						LINE	DESC				
2024	1	305													
APP	101-200000		07/25/2023	072523	072523					Accounts Payable				37,027.27	
										AP CASH DISBURSEMENTS JOURNAL					
APP	999-100100		07/25/2023	072523	072523					Cash-General					199,790.60
										AP CASH DISBURSEMENTS JOURNAL					
APP	751-200000		07/25/2023	072523	072523					Accounts Payable				77,372.35	
										AP CASH DISBURSEMENTS JOURNAL					
APP	701-200000		07/25/2023	072523	072523					Accounts Payable				55,476.61	
										AP CASH DISBURSEMENTS JOURNAL					
APP	301-200000		07/25/2023	072523	072523					Accounts Payable				13,699.72	
										AP CASH DISBURSEMENTS JOURNAL					
APP	754-200000		07/25/2023	072523	072523					Accounts Payable				16,214.65	
										AP CASH DISBURSEMENTS JOURNAL					
										GENERAL LEDGER TOTAL				199,790.60	199,790.60
APP	999-201010		07/25/2023	072523	072523					Due to/Due Frm Potable wtr Ops				37,027.27	
APP	101-100100		07/25/2023	072523	072523					Cash-General					37,027.27
APP	999-207510		07/25/2023	072523	072523					Due to/Due FromJPA Operations				77,372.35	
APP	751-100100		07/25/2023	072523	072523					Cash-General					77,372.35
APP	999-207010		07/25/2023	072523	072523					Due to/Due FromInternal Svs				55,476.61	
APP	701-100100		07/25/2023	072523	072523					Cash-General					55,476.61
APP	999-203010		07/25/2023	072523	072523					Due to/Due FrmPotable wtr Repl				13,699.72	
APP	301-100100		07/25/2023	072523	072523					Cash-General					13,699.72
APP	999-207540		07/25/2023	072523	072523					Due to/Due FromJPA Replacement				16,214.65	
APP	754-100100		07/25/2023	072523	072523					Cash-General					16,214.65
										SYSTEM GENERATED ENTRIES TOTAL				199,790.60	199,790.60
										JOURNAL 2024/01/305 TOTAL				399,581.20	399,581.20

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
101 Potable Water Operations 101-100100 101-200000	2024 1	305	07/25/2023	Cash-General Accounts Payable	37,027.27	37,027.27
				FUND TOTAL	37,027.27	37,027.27
301 Potable wtr Replacement Fund 301-100100 301-200000	2024 1	305	07/25/2023	Cash-General Accounts Payable	13,699.72	13,699.72
				FUND TOTAL	13,699.72	13,699.72
701 Internal Service Fund 701-100100 701-200000	2024 1	305	07/25/2023	Cash-General Accounts Payable	55,476.61	55,476.61
				FUND TOTAL	55,476.61	55,476.61
751 JPA Operations 751-100100 751-200000	2024 1	305	07/25/2023	Cash-General Accounts Payable	77,372.35	77,372.35
				FUND TOTAL	77,372.35	77,372.35
754 JPA Replacement 754-100100 754-200000	2024 1	305	07/25/2023	Cash-General Accounts Payable	16,214.65	16,214.65
				FUND TOTAL	16,214.65	16,214.65
999 Pooled Cash 999-100100 999-201010 999-203010 999-207010 999-207510 999-207540	2024 1	305	07/25/2023	Cash-General Due to/Due Frm Potable wtr Ops Due to/Due FrmPotable wtr Repl Due to/Due FromInternal Svs Due to/Due FromJPA Operations Due to/Due FromJPA Replacement	37,027.27 13,699.72 55,476.61 77,372.35 16,214.65	199,790.60
				FUND TOTAL	199,790.60	199,790.60

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
101	Potable Water Operations		37,027.27
301	Potable Wtr Replacement Fund		13,699.72
701	Internal Service Fund		55,476.61
751	JPA Operations		77,372.35
754	JPA Replacement		16,214.65
999	Pooled Cash		
		199,790.60	
	TOTAL	199,790.60	199,790.60

** END OF REPORT - Generated by Jessica Cortez **

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 999 100100 Cash-General
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
107335	06/27/2023	VOID	11410 LOS ANGELES COUNTY-REGIONAL PLANN	00339201	06/08/2023			-3,632.00
			Invoice: 00339201					
				-3,632.00	754440	900000		
							REPORTS REVIEW BY LA COUNTY FIRE/FORESTRY Capital Asset Expenses	
							CHECK 107335 TOTAL:	-3,632.00
				NUMBER OF CHECKS	1		*** CASH ACCOUNT TOTAL ***	-3,632.00
				TOTAL VOIDED CHECKS		COUNT	AMOUNT	
						1	3,632.00	
							*** GRAND TOTAL ***	-3,632.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: 3296jcortez

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2024	1	315								
APP 754-200000		07/26/2023	107335	072623			Accounts Payable			3,632.00
							AP CASH DISBURSEMENTS JOURNAL			
APP 999-100100		07/26/2023	107335	072623			Cash-General	3,632.00		
							AP CASH DISBURSEMENTS JOURNAL			
							GENERAL LEDGER TOTAL	3,632.00		3,632.00
APP 999-207540		07/26/2023	062723	072623			Due to/Due FromJPA Replacement			3,632.00
APP 754-100100		07/26/2023	062723	072623			Cash-General	3,632.00		
							SYSTEM GENERATED ENTRIES TOTAL	3,632.00		3,632.00
							JOURNAL 2024/01/315 TOTAL	7,264.00		7,264.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
754	JPA Replacement 754-100100 754-200000	2024	1	315	07/26/2023	Cash-General	3,632.00	
						Accounts Payable		3,632.00
						FUND TOTAL	3,632.00	3,632.00
999	Pooled Cash 999-100100 999-207540	2024	1	315	07/26/2023	Cash-General	3,632.00	
						Due to/Due From JPA Replacement		3,632.00
						FUND TOTAL	3,632.00	3,632.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
754	JPA Replacement		3,632.00
999	Pooled Cash		
		3,632.00	
TOTAL		3,632.00	3,632.00

** END OF REPORT - Generated by Jessica Cortez **



LAS VIRGENES MUNICIPAL WATER DISTRICT
4232 Las Virgenes Road, Calabasas CA 91302

MINUTES
REGULAR MEETING

9:00 AM

July 18, 2023

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by Tim Quinn.

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at **9:01 a.m.** by Board President Lewitt in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road, Calabasas, California 91302. Director Coradeschi participated from the teleconference location at 121 West Kingfisher Way, Lavallette, New Jersey 08735. Josie Guzman, Clerk of the Board, conducted the roll call.

- Present: Directors Gary Burns, Charles Caspary, Andy Coradeschi (via teleconference), Jay Lewitt, and Len Polan.
- Absent: None
- Staff Present: David Pedersen, General Manager
Joe McDermott, Director of Engineering and External Affairs
Don Patterson, Director of Finance and Administration
John Zhao, Director of Facilities and Operations
Josie Guzman, Clerk of the Board
Keith Lemieux, District Counsel

2. APPROVAL OF AGENDA

Director Caspary moved to approve the agenda. Motion seconded by Director Polan. Motion carried 5-0 by the following roll call vote:

AYES: Burns, Caspary, Coradeschi, Lewitt, Polan
NOES: None
ABSTAIN: None
ABSENT: None

3. PUBLIC COMMENTS

There were no public comments.

John Zhao, Director of Facilities and Operations, introduced new employee Justin Allen, Facilities Maintenance Worker. The Board welcomed Mr. Allen to the District.

General Manager David Pedersen presented a Certificate of Recognition to Zachary Rosoff, Customer Service Summer Intern, who reported a brush fire in the solar field on June 22, 2023, which was caused when one of the invertors suffered a failure. He stated that the Los Angeles County Fire Department responded quickly to extinguish the fire, which was contained to one-acre and caused minimal damage. The Board acknowledged Mr. Rosoff for his diligence.

4. CONSENT CALENDAR

A List of Demands: July 18, 2023: Receive and file

B Minutes Regular Meeting of July 5, 2023: Approve

C Directors' Per Diem: June 2023: Ratify

D Statement of Revenues, Expenses, and Changes in Net Position: May 2023

Receive and file the Statement of Revenues, Expenses, and Changes in Net Position for the period ending on May 31, 2023.

E Las Virgenes Municipal Water District Conflict of Interest Code: Adoption

Pass, approve, and adopt proposed Resolution No. 2625, amending Resolution No. 2468 (Las Virgenes Code) as it relates to the Conflict of Interest Code.

RESOLUTION NO. 2625

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING RESOLUTION NO. 2468 (LAS VIRGENES CODE) AS IT RELATES TO THE CONFLICT OF INTEREST CODE

(Reference is hereby made to Resolution No. 2625 on file in the District's Resolution Book, and by this reference the same is incorporated herein.)

Director Polan moved to approve the Consent Calendar. Motion seconded by Director

Caspary. Motion carried 5-0 by the following roll call vote:

AYES: Burns, Caspary, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: None

5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

A MWD Representative Report

Glen Peterson, MWD Representative, reported that new MWD Directors Gary Bryant of Foothill Municipal Water District and Carl Douglas of the City of Los Angeles were inducted to the MWD Board. He also reported that the MWD Board created an Ad Hoc Committee on Policy Impacts of Third-Party Changes to Member Agency Boundaries; authorized a change order to terminate 6.9 kV power cables at all five Colorado River Aqueduct pumping plants; awarded a contract for 50 flow meters to comply with surface water diversion regulations on Delta Island properties; awarded a contract for furnishing and installation of pre-engineering storage buildings at several pumping plants; and conducted performance evaluations of the General Manager, General Counsel, and Ethics Officer.

A discussion ensued regarding MWD's ability to use progressive design-build method of project delivery going forward; MWD's plan to move forward with the East-West Conveyance; challenges in conveying water from Diamond Valley Lake during drought conditions; keeping the Joseph Jensen Treatment Plant at full capacity as opposed to downsizing the plant; concerns with District ratepayers paying for Diamond Valley Lake and Pure Water Southern California without having access to water supplies from these facilities; concerns with lack of local representation regarding issues related to the Delta Conveyance; and the timetable for the Delta Conveyance environmental review process.

B Legislative and Regulatory Updates

Jeremy Wolf, Legislative Program Manager, reported that Governor Gavin Newsom signed the Infrastructure Streamlining Act, which included reform to the California Environmental Quality Act (CEQA), progressive design-build, and fully protected species statues; however, it did not include the Delta Conveyance Project. He also reported that he traveled to Sacramento to meet with Assemblymember Jacqui Irwin, Assemblymember Pilar Schiavo, staff from the offices of Senators Henry Stern and Ben Allen, and key staff members from Senate Natural Resources and Water Committee and the Assembly Water, Parks and Wildlife Committee to discuss the District's need for improved infrastructure and funding for MWD's State Water Project-Dependent areas; the importance of the Delta Conveyance, the need for Sites Reservoir; and new options such as desalination. He stated that they also discussed water recycling funding in future budgets and the importance of including funding in the upcoming Climate Resiliency Bond on the 2024 ballot. He commented that new Assembly Speaker Robert Rivas might be more attentive to issues impacting agricultural communities due to his Central Coast

upbringing and experience with farmworker housing. He provided an update regarding the water rights bills, and noted that both AB 460 and AB 1337 were now two-year bills and discussions would continue with the author and stakeholders. He noted that SB 389 (Allen) related to water rights had major amendments, including the removal of punitive measures and inclusion of a narrow scope of informational orders that the State Water Board might issue. He also reported that Ventura County Supervisor Jeff Gorell visited the Pure Water Demonstration Facility on July 17th, and Supervisor Gorell and his staff indicated they were very impressed with the facility. He stated that Supervisor Gorell would likely sign a letter of support for grant funding for the Pure Water Project Las Virgenes-Triunfo and include a link on his website. He also stated a Special Board Meeting would be scheduled on September 12th at 10:00 a.m. for a discussion with State Parks regarding Rindge Dam.

A brief discussion ensued regarding an article in the *Los Angeles Times* regarding per- and polyfluoroalkyl substances (PFAS). Mike McNutt, Public Affairs and Communications Manager, noted that he was working with a reporter from the *Los Angeles Times* regarding the District's position on PFAS, and he stated that the District's water supply did not contain perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS), which were known carcinogens; however, the water supply did contain a known non-carcinogenic compound that was addressed in the District's Water Quality Report. He stated that the District would address this topic and ensure that the District's water supply is safe and healthy to consume.

C Natural Ocean Well Company Presentation on Technology, Approach, and Potential Benefits

Robert Bergstrom, Chief Executive Officer of Natural Ocean Well Company, provided a PowerPoint presentation regarding a new way to obtain supplemental water supplies to California water agencies by using subsea desalination technology. He stated that a subsea modular water farm could be installed 400 meters under the ocean to harvest water, which would be driven by natural ocean pressure instead of using large pumps and motors to pressurize the water. He also stated that an ocean well would not need much onshore real estate, would use less energy compared to a land-based desalination plant, would not pollute, would be affordable, and would not kill marine life. He described the differences between onshore desalination technology and ocean well technology, technology testing efforts, pilot testing at Las Virgenes Reservoir, subsea testing, ongoing outreach to regulators, letters of support received, and financing efforts. He stated that a Memorandum of Understanding would be presented for the Board's consideration in August. He responded to questions regarding the technology to address brine using ocean well technology.

General Manager David Pedersen noted that District staff had been in discussions with the Natural Ocean Well Team for the past eight months, and the District had hosted a series of working group meetings. He stated that the District's role was to bring other water agencies together that have shown interest in this technology, and discuss what needed to be done to have line of sight to commercial readiness. He noted that the District submitted a letter of interest to the State to ensure that this technology would be part of

its plan when considering desalination. He noted that after the Huntington Beach desalination project failed at the California Coastal Commission level, the Governor expressed frustration with California not having a clear pathway for ocean desalination. , He also stated that National Ocean Well Company was seeking public agencies to show interest and support, and to show line of sight to a commercially viable project. He noted that Natural Ocean Well Company was not seeking public agencies to fund research and development, and the District's participation would be in-kind services in making Las Virgenes Reservoir available for testing.

John Zhao, Director of Facilities and Operations, noted that the District applied for a Title XVI Bureau of Reclamation grant for ocean well; however, the application was not successful. He stated that the Bureau of Reclamation indicated there were many regulatory hurdles for permitting through the California Coastal Commission. As a result, the District would participate by allowing testing in Las Virgenes Reservoir, which would hopefully overcome the regulatory and institutional hurdles. He discussed the ocean well brine removal technology, which uses a membrane to wash away salt similar to an under the sink reverse osmosis system. He noted that a discussion was held with MWD staff, and they committed to support this partnership for its Future Supply Action Funding to promote this type of technology.

6. TREASURER

Director Coradeschi stated that that Treasurer's Report was in order.

7. FACILITIES AND OPERATIONS

A Contractual Services for Electric Motor Repair Services: Change Orders

Authorize the General Manager to execute change orders with Demaria Electric Motor Services, Inc., and Walton Motors & Controls, Inc., in the amount of \$75,000, for the current term and three remaining renewal options for electric motor repair services.

Doug Anders, Administrative Services Coordinator, presented the report.

Director Burns moved to approve Item 7A. Motion seconded by Director Caspary.

John Zhao, Director of Facilities and Operations, responded to questions regarding the average age and maintenance of the motors.

Motion carried 5-0 by the following roll call vote:

AYES: Burns, Caspary, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: None

B On-Call Pipeline Repair and Paving/Concrete Services: Change Order

Authorize the General Manager to execute a change order with Toro Enterprises, Inc., in the amount of \$682,154.26, for on-call pipeline repair and paving/concrete services.

John Zhao, Director of Facilities and Operations, presented the report.

Director Polan moved to approve Item 7B. Motion seconded by Director Caspary.

A discussion ensued regarding Toro Enterprises' recent work on the water main break at Lindero Canyon Road and Agoura Road,

Motion carried 5-0 by the following roll call vote:

AYES: Burns, Caspary, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: None

C Rancho Distribution Screw Conveyor No. 1: Purchase Order

Waive formal bidding requirements; re-appropriate \$371,178 in funding from CIP No. 10795, Effluent Pump Station Rehabilitation; and authorize the General Manager to issue a purchase order to Austin-Mac, Inc., in the amount of \$116,376, for replacement of Distribution Screw Conveyor No. 1 at the Rancho Las Virgenes Composting Facility.

Alex Leu, Senior Engineer, presented the report.

Director Caspary moved to approve Item 7C. Motion seconded by Director Burns.

Mr. Leu responded to questions regarding the types of screw conveyors used and their life cycle.

Motion carried 5-0 by the following roll call vote:

AYES: Burns, Caspary, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: None

8. ENGINEERING AND EXTERNAL AFFAIRS

A Climate Action and Adaptation Plan: Progress Report

Receive and file a progress report on the Climate Action and Adaptation Plan.

Joe McDermott, Director of Engineering and External Affairs, provided introductory remarks.

Erica Linard, representing Rincon Consultants, provided a PowerPoint presentation.

Director Burns moved to approve Item 8A. Motion seconded by Director Polan.

A discussion ensued regarding including a footnote on items that the District would not be able to control such as SB 100 renewable energy and zero carbon emissions; cost impacts for actions the District would be required to consider that would raise the price of water and reduce demand for water use; protecting Las Virgenes Reservoir from sedimentation associated with extreme climate events; and developing and implementing a wildfire abatement and response policy for District facilities.

Motion carried 5-0 by the following roll call vote:

AYES: Burns, Caspary, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: None

B 2023 Customer Experience Survey Report

Receive and file the 2023 Customer Experience Survey Report.

Joe McDermott, Director of Engineering and External Affairs, provided a PowerPoint presentation.

Director Caspary moved to approve Item 8B. Motion seconded by Director Burns.

Mr. McDermott responded to questions regarding the survey responses; concerns with the format of water bills; concerns that only 31 percent of the respondents were aware of the Pure Water Project Las Virgenes-Triunfo; and customer interactions with staff.

Motion carried 5-0 by the following roll call vote:

AYES: Burns, Caspary, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: None

C Overview of Water Budgets and Proposed Regulatory Framework for Water Use Efficiency Objectives

Receive and file an overview of water budgets and proposed regulatory framework for water use efficiency objectives.

Craig Jones, Resource Conservation Manager, presented the report and PowerPoint

presentation.

General Manager David Pedersen discussed the urban water use objective and bonus incentive for potable recycled water use.

Joe McDermott, Director of Engineering and External Affairs, discussed the implementation of the District's budget-based rates in 2016.

Director Burns moved to approve Item 8C. Motion seconded by Director Caspary.

A discussion ensued regarding the challenges that could be faced in meeting the proposed regulatory framework.

Motion carried 5-0 by the following roll call vote:

AYES: Burns, Caspary, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: None

9. NON-ACTION ITEMS

A Organization Reports

Director Caspary stated that the Santa Monica Bay Restoration Commission Governing Board would meet in person on August 17th.

B Director's Reports on Outside Meetings

Director Polan reported that he attended the ACWA Region 8 Program on July 13th for a presentation on the Colorado River agreement and water shortages, and a tour of West Basin Municipal Water District's water recycling facility.

Director Coradeschi reported that he attended meetings in Sacramento on July 11th and 12th with Board President Lewitt, General Manager David Pedersen, Legislative Program Manager Jeremy Wolf, and lobbyist Syrus Devers to meet with State Legislators and their staff to discuss State Water Project-Dependent Areas and the zero percent allocation in 2022; the Pure Water Project Las Virgenes-Triunfo; regional issues such as inaccessibility to water supplies from Diamond Valley Lake; Sites Reservoir; and Delta Conveyance.

Director Burns reported that he also attended the ACWA Region 8 Program and Tour, and stated that he learned that West Basin Municipal Water District produces five different types of recycled water.

Board President Lewitt reported that he also attended the ACWA Region 8 Program and Tour. He noted that Bill Hasencamp presented a history of water supplies from the Colorado River. He also noted that there was a panel discussion regarding perpetual water

shortages, the Delta Conveyance tunnel, and the need for conveyance from MWD's water supplies. He stated that Dave Eggerton, ACWA Executive Director, discussed QuenchCA and the availability of their social media kit.

Mike McNutt, Public Affairs and Communications Manager, noted that QuenchCA was a campaign program to promote capital improvement projects by multiple water agencies. He stated that the program was now offered by a consulting firm for water agencies to pay to promote their capital improvement projects. He also stated that the District was effectively promoting its capital improvement projects.

Board President Lewitt also reported that he attended the meetings with State Legislators in Sacramento on July 11th and 12th. He stated that the joint meeting with Calleguas Municipal Water District Board of Directors held on July 12th was beneficial, and that he hoped similar meetings would be held annually.

C General Manager Reports

(1) General Business

General Manager David Pedersen reminded that Board that the State Water Project Inspection Trip would be held September 8 through 10, 2023, and MWD staff was working on scheduling a tour of the Sites Reservoir site. He reported that water demands had increased to 24 to 25 million gallons per due (MGD) due to warm weather, and the recycled water system was being supplemented with potable water. He noted that the District's phone system would be upgraded on July 21st, which would include a new call back feature. He reported that the District was successful in applying for and receiving Integrated Regional Water Management Plan and an Urban Water Conservation Grants, which would provide funding for landscape transformations. He stated that an article was published in the newspaper regarding PFAS, which referenced a study that showed areas where PFAS was most likely to be found in water supplies. He noted that Southern California was flagged as one of those areas; however, data from the District's area was not included and PFAS was found in southern and southeast Los Angeles County that rely on groundwater. He stated that the District's Public Affairs Team would provide information regarding PFAS.

(2) Follow-Up Items

General Manager David Pedersen stated that staff would bring back a report at a future meeting regarding efforts for developing new water supplies and creating the largest yield of water supplies from the Pure Water Project Las Virgenes-Triunfo.

Joe McDermott, Director of Engineering and External Affairs, responded to a question regarding the status of seeking the Los Angeles County Medical Association's endorsement of the Pure Water Project Las Virgenes-Triunfo by stating that staff reached out to MWD and Los Angeles Department of Water and Power to schedule a meeting to strategize and seek a possible joint endorsement from Los Angeles and Ventura Counties for recycled water projects.

D Directors' Comments

Director Polan referenced the book *The Emerald Mile: The Epic Story of the Fastest Ride in History Through the Heart of the Grand Canyon*, which included efforts by Marshall Litten and the Sierra Club to stop the U.S. Bureau of Reclamations from putting dams in Grand Canyon, and how the 1983 El Niño event swamped the Glen Canyon Dam and filled the reservoirs.

Director Burns reported that an invitation was sent from Mark Toy, General Manager of Yorba Linda Water District, to view their heli-hydrants operations. He stated that he asked for information on how the Oceanside Pure Water Project was accomplished in 18 months.

10. FUTURE AGENDA ITEMS

None.

11. PUBLIC COMMENTS

None.

12. CLOSED SESSION

A Public Employee Performance Evaluation (Government Code Section 54957)

Title: General Manager

B Conference with Labor Negotiators (Government Code Section 54957.6)

Agency Designated Representatives: Board of Directors

Unrepresented Employee: General Manager

The Board recessed to Closed Session at **1:14 p.m.** and reconvened to Open Session at **2:03 p.m.**

Keith Lemieux, District Counsel, reported that the Board met in Closed Session to conduct a performance evaluation of the General Manager.

Director Caspary moved to increase the General Manager's salary compensation by four percent effective the first day of the next pay period, and authorize the Board President to sign the contract reflecting this change. Motion seconded by Director Polan. Motion carried 5-0 by the following roll call vote:

AYES: Burns, Caspary, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: None

13. ADJOURNMENT

Seeing no further business to come before the Board, the meeting was duly adjourned at **2:05 p.m.**

Jay Lewitt, President
Board of Directors
Las Virgenes Municipal Water District

ATTEST:

Gary Burns, Secretary
Board of Directors
Las Virgenes Municipal Water District

(SEAL)



LAS VIRGENES MUNICIPAL WATER DISTRICT
4232 Las Virgenes Road, Calabasas CA 91302

MINUTES
REGULAR MEETING

9:00 AM

August 1, 2023

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by Eric Schlageter.

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at **9:00 a.m.** by Board President Lewitt in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road, Calabasas, CA 91302. Josie Guzman, Clerk of the Board, conducted the roll call.

Present: Directors Gary Burns, Andy Coradeschi, Jay Lewitt, and Len Polan.

Absent: Director Charles Caspary

Staff Present: David Pedersen, General Manager

Joe McDermott, Director of Engineering and External Affairs

Don Patterson, Director of Finance and Administration

John Zhao, Director of Facilities and Operations

Josie Guzman, Clerk of the Board

Keith Lemieux, District Counsel

2. APPROVAL OF AGENDA

Director Coradeschi moved to approve the agenda. Motion seconded by Director Polan. Motion carried 4-0 by the following vote:

AYES: Burns, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: Caspary

3. PUBLIC COMMENTS

None.

4. CONSENT CALENDAR

A List of Demands: August 1, 2023: Receive and file

B Annual Fleet Vehicle Maintenance Agreement: Award

Authorize the General Manager to execute an annual service agreement with Vince Barnes Automotive, in the amount of \$60,000 with four one-year renewal options, for fleet vehicle maintenance services.

C Annual Diesel Fuel Tank Maintenance and Inspection Agreement: Award

Authorize the General Manager to execute an annual service agreement with Tait Environmental Services, Inc., in the amount of \$48,095, with four one-year renewal options, for diesel fuel tank maintenance and inspection services.

Director Coradeschi moved to approve the Consent Calendar. Motion seconded by Director Polan. Motion carried 4-0 by the following vote:

AYES: Burns, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: Caspary

5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

A Water Supply Conditions Update

Joe McDermott, Director of Engineering and External Affairs, responded to a question regarding projected water loss in the Colorado River by stating that it was reported that evaporation in the Colorado River due to climate change was enough to fill Lake Mead. He noted that the Colorado River was over-subscribed, and water levels were in the 25 to 30 percent range.

General Manager David Pedersen stated that the hydrology in the Colorado River was better than average. He noted that peak snowpack was at 165 percent of normal, runoff was at 124 percent, and water levels in Lake Powell could increase by 50 feet, which would cause water levels in Lake Mead to increase as well.

6. TREASURER

Director Coradeschi stated that the Treasurer's report was in order.

7. BOARD OF DIRECTORS

A Local Agency Formation Commission (LAFCO): Nomination of Candidates for Special District Alternate Member

Nominate candidates, if any, for consideration to fill a vacancy as the independent special district alternate member on the Los Angeles County Local Formation Commission.

General Manager David Pedersen presented the report.

Director Polan moved to approve Item 7A. Motion seconded by Director Burns.

Director Burns expressed an interest in being nominated as a candidate for independent special district alternate member.

Motion carried 4-0 by the following vote:

AYES: Burns, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: Caspary

B ACWA Election of Statewide Officers: President and Vice President

Authorize the General Manager to serve as the District's voting delegate for the election of ACWA's President and Vice President, and provide feedback on voting preferences.

General Manager David Pedersen presented the report.

Director Coradeschi moved to authorize the General Manager to serve as the District's voting delegate for the election of ACWA's President and Vice President. Motion seconded by Director Polan.

Motion carried 4-0 by the following vote:

AYES: Burns, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: Caspary

Director Polan moved to cast votes for Cathy Green as ACWA's President and Ernest "Ernie" Avila as ACWA's Vice President. Motion seconded by Director Coradeschi.

Motion carried 4-0 by the following vote:

AYES: Burns, Coradeschi, Lewitt, Polan

NOES: None

ABSTAIN: None

ABSENT: Caspary

8. INFORMATION ITEMS

A GFOA Certificate of Achievement for Excellence in Financial Reporting

Board President Lewitt acknowledged staff on receiving the certificate.

9. NON-ACTION ITEMS

A Organization Reports

Board President Lewitt noted that the Association of Ventura County Water Agencies (AWAVC) would hold its annual Member and Policymakers' Reception on September 14th at the Ronald Reagan Library. He stated that he spoke with Kelly Pistone, AWAVC Managing Director, regarding inviting City Councilmembers to attend. He also stated that attendees could visit the Auschwitz exhibit at a discounted rate of \$16.

B Director's Reports on Outside Meetings

Director Coradeschi reported that he attended the AWAVC WaterWise Program on July 20th where Mauricio Guardado, General Manager of United Water Conservation District, provided a presentation regarding adjudication with an association of growers that own land overlying the Oxnard and Pleasant Valley groundwater basins.

Board President Lewitt reported that he also attended the AWAVC WaterWise Program on July 20th, and that there was discussion from both sides of the adjudication.

Director Burns reported that he also attended the AWAVC WaterWise Program on July 20th.

C General Manager Reports

(1) General Business

General Manager David Pedersen reminded the Board that the State Water Project Inspection Trip would be held September 8 through 10, 2023, and the deadline to register was August 9th. He noted that staff from Metropolitan Water District of Southern California (MWD) was working on scheduling a tour of the Sites Reservoir site as part of the trip. He also reported that flow in Malibu Creek measured 12.6 cubic feet per second (CFS), and water demands were measuring 18 million gallons per day (MGD).

(2) Follow-Up Items

General Manager David Pedersen stated that items regarding penalty revenues, purchasing policy, and the possibility for expansion of the Advanced Water Purification Facility would be presented at upcoming Board Meetings.

Joe McDermott, Director of Engineering and External Affairs, responded to a question regarding the status of seeking the Los Angeles County Medical Association's endorsement of the Pure Water Project Las Virgenes-Triunfo by stating that staff met with staff from MWD and the Los Angeles Department of Water and Power to strategize and seek a possible joint endorsement from medical associations Los Angeles and Ventura Counties for recycled water projects. He suggested extending an invitation to visit the Pure Water Demonstration Facility and Pure Water Southern California. He stated that it could take one year to receive an endorsement.

D Directors' Comments

Director Burns reported that he attended the Southern California Water Coalition Quarterly Meeting and Luncheon on July 28th. He noted that he distributed copies of a publication regarding pure water projects to the Board and General Manager, and he commented that he had not seen a similar publication from the District regarding the Pure Water Project Las Virgenes-Triunfo. General Manager David Pedersen responded that the District participated twice in the past in the publication. Director Burns suggested that the District partner with Calleguas Municipal Water District, MWD, and other agencies to produce similar publications.

10. FUTURE AGENDA ITEMS

Director Burns inquired regarding the status of his request for a presentation by Cadiz, Inc. General Manager David Pedersen responded that it would be helpful to know how the District could benefit from their project, and then extend an invitation to provide a presentation.

A discussion ensued regarding concerns with staff time and efforts in responding to Directors' requests that may or may not benefit the District.

11. PUBLIC COMMENTS

None.

12. ADJOURNMENT

Seeing no further business to come before the Board, the meeting was duly adjourned at **9:42 a.m.**

Jay Lewitt, President
Board of Directors
Las Virgenes Municipal Water District

ATTEST:


Gary Burns, Secretary
Board of Directors
Las Virgenes Municipal Water District

(SEAL)

August 7, 2023

To: Payroll

From: David W. Pedersen
General Manager

DocuSigned by:

12C6BE2E4EC44E2...

RE: Per Diem Request – July 2023

Attached are the Director statements of attendance for meetings, conferences, and miscellaneous functions, which are summarized in the table below. If you have any questions, please contact me. Thank you.

On April 25, 2017, the Board adopted Resolution No. 2513, amending the per diem rate to \$220.

	<u>Director</u>	<u>No. of Meetings</u>	<u>Rate</u>	<u>Total</u>
22040	Gary Burns	Pending submission	\$220.00	\$.00
8014	Charles Caspary	2	\$220.00	\$440.00
22039	Andy Coradeschi	9	\$220.00	\$1,980.00
19447	Jay Lewitt	10	\$220.00	\$2,200.00
18856	Leonard Polan	6	\$220.00	\$1,320.00

*LVMWD Code Section 2-2.106(a): “not exceeding a total of ten (10) days in any calendar month”

**LVMWD Code Section 2-2.106(b): MWD director “not exceeding a total of ten (10) additional days in any calendar month.”

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

To: Josie Guzman, Clerk of the BoardDirector's Name: Charles CasparyMonth of: July-23Division: 1

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses ² (Y/N)	Check One		Event Title
	Event	Travel ¹		Total	MWD	
7/5/2023	1		N		X	LVMWD BOARD MEETING
7/18/2023	1		N		X	LVMWD BOARD MEETING
7/21/2023	1		N		N	ASM PILAR SCHIAVO - PURE WATER DEMO TOUR
TOTAL			2			

Date Submitted: 7/27/23

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

Director Signature: Charles Caspary via email

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT



To: Josie Guzman, Clerk of the Board

Director's Name: Andy Coradeschi

Month of: Jul-23

Division: 2

Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses2 (Y/N)	Check One		Event Title
	Event	Travel 1 Total		MWD	LVMWD	
7/5/2023	LV BOD	1	n	x	LVMWD BOD	
7/6/2023	Sac Prep	1	n	x	Sacramento Legislation Trip Prep Meeting	
7/10/2023	JPA	1	n	x	JPA BOD	
7/11/2023	LV BOD	1	y	x	Sacramento Legislation Trip	
7/12/2023	LV BOD	1	y	x	Sacramento Legislation Trip	
7/14/2023	AQWA	1	n	x	ACWA Leg Zoom	
7/18/2023	LV BOD	1	n	x	LVMWD BOD	
7/20/2023	AWAVC	1	n	x	AWAVC Zoom	
7/28/2023	SCWC	1	y	x	SCWC Quartyly Luncheon	
		TOTAL	9			

Date Submitted: July 31, 2023

Director Signature: Andy Coradeschi via email

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

To: Josie Guzman, Clerk of the Board Director's Name: Jay Lewitt
 Month of: July 2023 Division: 5



The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses ² (Y/N)	Check One		Event Title
	Event	Travel ¹		Total	MWD	
7.5.23			1			LV Board Meeting
7.6.23	X		1			AWA Board Meeting
7.10.23			1			JPA Board Meeting
7.11.23	X		1			Sacramento Lobbying
7.12.23			1			LV Calleguas JPA Board Meeting
7.13.23	X		1			ACWA Region 8 Meeting in El Segundo
7.17.23			1			Supervisor Jeff Gorrell Demo Tour
7.18.23			1			LV Board Meeting
7.20.23	X		1			AWA breakfast meeting
7.21.23			1			Assemblywoman Pilar Demo tour
TOTAL			10			

Date Submitted: 7.31.23
 Director Signature: Jay Lewitt

81 **NOTES: 1.** Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. **2.** Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

Glen Peterson, Director

Metropolitan Water District of Southern California

2936 Triunfo Canyon Rd

Agoura, CA. 91301

email: glenpsop@icloud.com

INVOICE

DATE: 08/02/23
INVOICE # 56
FOR: Director fees

Bill To:

Las Virgenes Municipal Water District

4232 Las Virgenes Rd

Calabasas, CA. 91302

attn: Josie Guzman, Clerk of the Board

818-251-2100

Date	Description	fee
7/6/2023	Northern Caucus	\$220.00
7/10/2023	Committee Meetings	\$220.00
7/11/2023	Committee Meetings and Board Meeting	\$220.00
7/18/2023	Report to LV Board from Atascadero	\$220.00
7/25/2023	Committee Meetings and Special Board Meeting	\$220.00
		TOTAL \$1,100.00

Make Check payable to Glen Peterson

Thank you for the opportunity to serve



DATE: August 15, 2023
TO: Board of Directors
FROM: General Manager

SUBJECT: ACWA Region 8 Board Election: Approval of Recommended Slate

SUMMARY:

The District received notification from ACWA requesting that its members consider and vote for candidates to serve on the ACWA Region 8 Board of Directors. The attached Region 8 Ballot consists of two general voting options: (1) the Nominating Committee's Recommended Slate, or (2) individual Board Candidate nominations for Chair, Vice Chair, and Board Members (maximum of five). General Manager David Pedersen served on the Nominating Committee for Region 8. Director Len Polan is part of the Nominating Committee's Recommended Slate to continue to serve as a Region 8 Board Member.

RECOMMENDATION(S):

Cast a vote for the Nominating Committee's Recommended Slate for the ACWA Region 8 Board Election, and authorize the General Manager to return the completed ballot to ACWA no later than September 15, 2023.

FINANCIAL IMPACT:

There is a minimal financial impact associated with this action.

GOALS:

Provide Safe and Quality Water with Reliable Services

Prepared by: David Pedersen, General Manager

ATTACHMENTS:

[ACWA Region 8 Ballot](#)

OFFICIAL REGION 8 Board Ballot

2024-2025 TERM



**Please return completed ballot
by Sept. 15, 2023**

E-mail: regionelections@acwa.com

Mail: ACWA
980 9th Street, Suite 1000
Sacramento, CA 95814

General Voting Instructions:

- 1 You may either vote for the slate recommended by the Region 8 Nominating Committee or vote for individual region board members. Mark the appropriate box to indicate your decision.
- 2 Complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

Submitted board candidate bios and headshots are available on www.acwa.com/elections/2023-region-elections/.

CLEAR FORM

1 Nominating Committee's Recommended Slate

- I concur with the Region 8 Nominating Committee's recommended slate below.

CHAIR:

- **Anthony R. Fellow, Ph. D**, Vice President, Upper San Gabriel Valley Municipal Water District

VICE CHAIR:

- **William Cooper**, Director, Santa Clarita Valley Water Agency

BOARD MEMBERS:

- **Frank Colcord**, Director, Foothill Municipal Water District
- **Robert Lewis**, Board of Director, Rowland Water District
- **John T. Morris**, Member, Board of Directors, Metropolitan Water District of Southern California
- **Leonard E. Polan**, Director, Las Virgenes Municipal Water District
- **Scott Quady**, Board Member, Calleguas Municipal Water District

OR

Individual Board Candidate Nominations

- I do not concur with the Region 8 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

CANDIDATES FOR CHAIR: (CHOOSE ONE)

- Anthony R. Fellow**, Ph. D, Vice President, Upper San Gabriel Valley Municipal Water District

CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)

- William Cooper**, Director, Santa Clarita Valley Water Agency

CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)

- Frank Colcord**, Director, Foothill Municipal Water District
- William Cooper**, Director, Santa Clarita Valley Water Agency
- Robert Lewis**, Board of Director, Rowland Water District
- John T. Morris**, Member, Board of Directors, Metropolitan Water District of Southern California
- Leonard E. Polan**, Director, Las Virgenes Municipal Water District
- Scott Quady**, Board Member, Calleguas Municipal Water District

2

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE



DATE: August 15, 2023
TO: Board of Directors
FROM: Finance and Administration

SUBJECT: Monthly Cash and Investment Report: June 2023

SUMMARY:

During the month of June 2023, the value of the District's total cash and investments decreased from \$120,638,921, held on May 31, 2023, to \$120,444,998. The total held in the District's investment portfolio decreased from \$119,661,859 to \$118,929,556 at book value. Two investments matured, and two investments were purchased. The book value of the District's investment portfolio decreased from \$88,075,013 to \$88,000,802. The value of the District's Local Agency Investment Fund (LAIF) account decreased to \$5,743,876, and the District's California Asset Management Program (CAMP) account increased to \$25,184,878. The remaining funds were held in the District's checking and money market accounts.

RECOMMENDATION(S):

Receive and file the Monthly Cash and Investment Report for June 2023.

DISCUSSION:

As of June 30, 2023, the District held \$120,444,998 in its cash and investment accounts at book value, virtually flat month-over-month. The majority of the funds were held in the District's self-managed investment account, which had a June 30th book value of \$88,000,802. CAMP held the majority of the remaining funds, in the amount of \$25,184,878. LAIF held \$5,743,876, and the remaining portion was held in the District's checking and money market accounts. The annualized yield of the District's investment portfolio was 2.31% in June, up from 2.26% in May. The annualized yield on the District's CAMP funds was 5.24%, up eight basis points from May. The annualized yield on the District's LAIF funds was 3.17%, up 18 basis points from May. The combined total yield on the District's accounts was 3.00% in June, up from 2.93% in May.

The following investments were purchased in June:

- 06/02/23 – State of Maryland general obligation AAA-rated bond, in the amount of \$997,760, with a face value of \$1,000,000, and a maturity of 03/15/27; YTM 4.114%.
- 06/08/23 – FFCB agency bullet, in the amount of \$1,000,000, and a maturity of 6/8/28;

YTM 3.875%.

The following investments matured during June:

- 06/01/23 – City of Ontario pension obligation bond, in the amount of \$1,090,000; YTM 1.420%.
- 06/09/23 – FHLB agency bond, in the amount of \$1,000,000; YTM 2.536%.

The following transactions were posted in the District's LAIF account:

- 06/07/23 – Withdraw in the amount of \$885,000.

The following transactions were posted in the District's CAMP account:

- 06/14/23 – Deposit in the amount of \$1,000,000.
- 06/26/23 – Withdraw in the amount of \$1,000,000.
- 06/30/23 – Deposit in the amount of \$105,671.
- 06/30/23 – Monthly interest in the amount of \$109,829.

The District's investments are in compliance with the adopted Investment Policy, and the District has sufficient funds to meet expenditures during the next six months from funds held in local agency investment pool liquid accounts.

Cash Analysis:

Another important aspect of the Monthly Cash and Investment Report is to monitor the District's performance as compared to its adopted Financial Policies. Attachment B shows the District's total cash and investments as of May 31, 2023 and compares the balances to the adopted Financial Policies. As shown for May, the Potable Water Enterprise had \$6.1 million available for capital projects, the Sanitation Enterprise had \$3.1 million funds available for capital, and the Recycled Water Enterprise had \$13.2 million available for capital. The Board has assigned \$15 million in potable water funds, \$10 million in recycled water funds and \$10 million in sanitation funds for the Pure Water Project Las Virgenes-Triunfo.

Prepared by: Donald Patterson, Director of Finance and Administration

ATTACHMENTS:

[LVMWD Investment Portfolio 06.30.2023_Preliminary.pdf](#)
[Investment_Report_Definitions.pdf](#)
[Cash Report - Jun 2023.pdf](#)



**LAS VIRGENES MUNICIPAL WATER DISTRICT
MONTHLY CASH AND INVESTMENT REPORT
JUNE 30, 2023**

District investments are included in this report and all investments, except those relating to debt issues and deferred compensation programs funds, conform to District investment policy. All investment transactions within the period covered by this report, except for the exceptions noted above, conform to District Investment policy. Deferred compensation program funds are not included in this report; their investment is directed by individual employees participating in the deferred compensation program and not by the District. Debt issue funds are included in this report; their investment is controlled by specific provisions of the issuance documents and not by the District."

"The deposits and investments of the District safeguard the principal and maintain the liquidity needs of the District, providing the District with the ability to meet expenditure requirements for the next six months. The maturity dates are compatible with foreseeable cash flow requirements. The deposits and investments can be easily and rapidly converted into cash without substantial loss of value."

Fund Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
1 Investments	88,310,000.00	83,708,000.57	88,000,801.86	73.06	2.31	801
2 LAIF	5,743,875.58	5,743,875.58	5,743,875.58	4.77	3.17	1
3 CAMP	25,184,878.44	25,184,878.44	25,184,878.44	20.91	5.24	1
5 Wells Fargo Operating	1,515,442.50	1,515,442.50	1,515,442.50	1.26	4.97	1
Total / Average	120,754,196.52	116,152,197.09	120,444,998.38	100.00	3.00	586

David W. Pedersen, General Manager

Date

Andy Coradeschi, Treasurer

Date



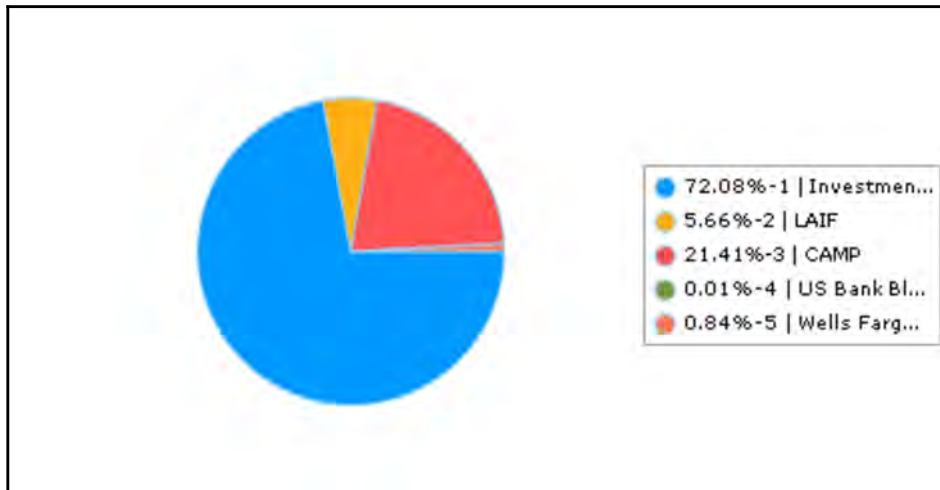
Las Virgenes Municipal Water District CA Distribution by Main Fund - Market Value All Portfolios

Begin Date: 5/31/2023, End Date: 6/30/2023

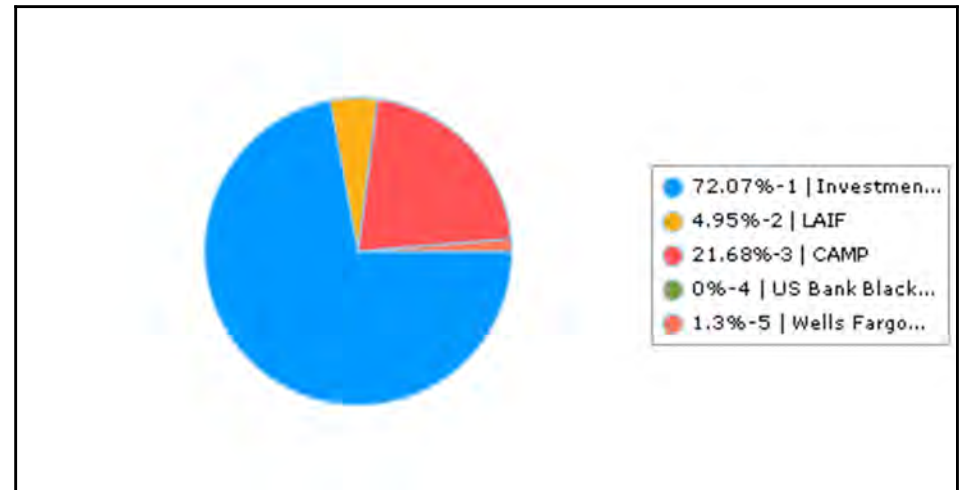
Main Fund Allocation

Main Fund	Market Value 5/31/2023	% of Portfolio 5/31/2023	Market Value 6/30/2023	% of Portfolio 6/30/2023
1 Investments	84,078,814.95	72.08	83,708,000.57	72.07
2 LAIF	6,598,875.58	5.66	5,743,875.58	4.95
3 CAMP	24,971,924.42	21.41	25,184,878.44	21.68
4 US Bank Blackrock	16,047.77	0.01	0.00	0.00
5 Wells Fargo Operating	977,060.66	0.84	1,515,442.50	1.30
Total / Average	116,642,723.38	100.00	116,152,197.09	100.00

Portfolio Holdings as of 5/31/2023



Portfolio Holdings as of 6/30/2023





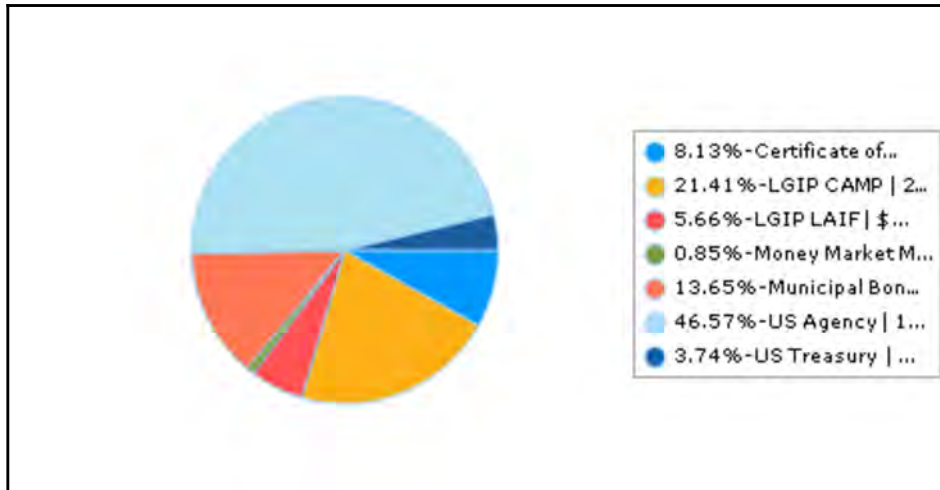
Las Virgenes Municipal Water District CA Distribution by Asset Category - Market Value All Portfolios

Begin Date: 5/31/2023, End Date: 6/30/2023

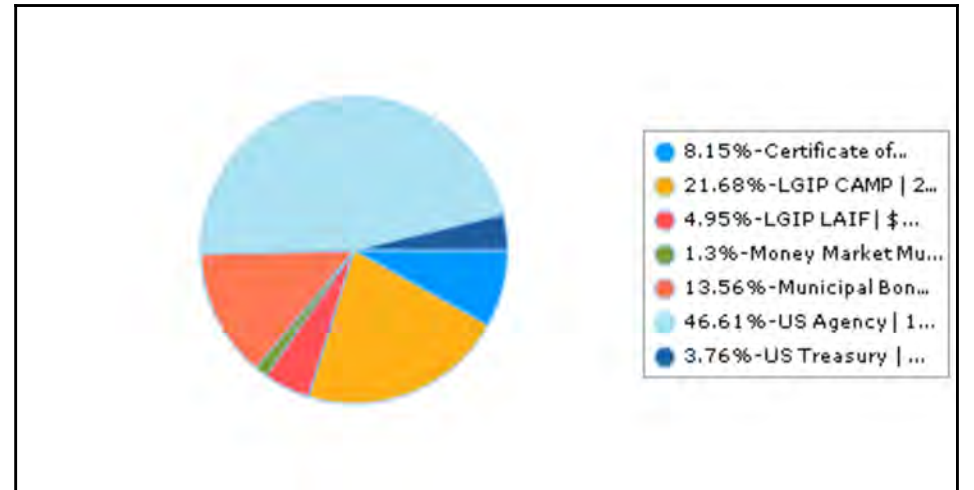
Asset Category Allocation

Asset Category	Market Value 5/31/2023	% of Portfolio 5/31/2023	Market Value 6/30/2023	% of Portfolio 6/30/2023
Certificate of Deposit 25 %	9,481,531.10	8.13	9,464,841.02	8.15
LGIP CAMP 25 %	24,971,924.42	21.41	25,184,878.44	21.68
LGIP LAIF \$ 65M	6,598,875.58	5.66	5,743,875.58	4.95
Money Market Mutual Funds 20 %	993,108.43	0.85	1,515,442.50	1.30
Municipal Bonds 100 %	15,916,436.60	13.65	15,747,673.30	13.56
US Agency 100 %	54,324,137.25	46.57	54,132,751.25	46.61
US Treasury 100 %	4,356,710.00	3.74	4,362,735.00	3.76
Total / Average	116,642,723.38	100.00	116,152,197.09	100.00

Portfolio Holdings as of 5/31/2023



Portfolio Holdings as of 6/30/2023



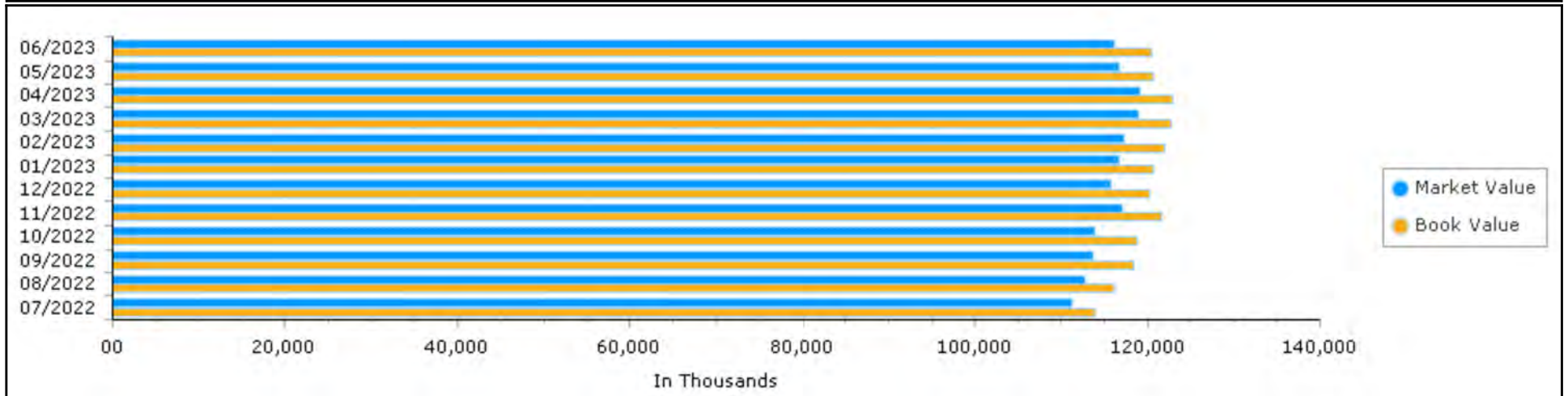


Las Virgenes Municipal Water District CA Portfolio Summary by Month All Portfolios

Begin Date: 7/31/2022, End Date: 6/30/2023

Month	Market Value	Book Value	Unrealized Gain/Loss	YTM @ Cost	YTM @ Market	Duration	Days To Maturity
7/31/2022	111,239,005.70	113,913,327.01	-2,674,321.31	1.46	2.33	1.49	559
8/31/2022	112,665,368.16	116,193,898.27	-3,528,530.11	1.73	2.90	1.54	576
9/30/2022	113,779,257.45	118,454,712.08	-4,675,454.63	2.00	3.64	1.65	622
10/31/2022	113,803,679.56	118,827,987.99	-5,024,308.43	2.14	3.99	1.60	605
11/30/2022	117,031,527.29	121,552,799.29	-4,521,272.00	2.33	4.04	1.56	590
12/31/2022	115,739,399.93	120,189,794.45	-4,450,394.52	2.46	4.20	1.57	594
1/31/2023	116,651,365.15	120,568,521.31	-3,917,156.16	2.60	4.21	1.56	593
2/28/2023	117,227,214.19	121,960,398.57	-4,733,184.38	2.70	4.65	1.57	575
3/31/2023	119,009,973.13	122,739,681.98	-3,729,708.85	2.78	4.39	1.68	567
4/30/2023	119,222,136.82	122,836,258.95	-3,614,122.13	2.83	4.45	1.49	564
5/31/2023	116,642,723.38	120,638,920.94	-3,996,197.56	2.93	4.77	1.54	582
6/30/2023	116,152,197.09	120,444,998.38	-4,292,801.29	3.00	4.98	1.73	587
Total / Average	115,763,653.99	119,860,108.27	-4,096,454.28	2.42	4.06	1.58	584

Market Value / Book Value Comparison





Las Virgenes Municipal Water District CA
Total Rate of Return - Book Value by Month
All Portfolios

Begin Date: 7/31/2022, End Date: 6/30/2023

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 3 Year
7/31/2022	113,481,529.59	166,397.61	0.00	166,397.61	113,916,011.51	0.14	1.74	3.03
8/31/2022	114,169,936.75	114,298.19	0.00	114,298.19	113,183,987.15	0.10	1.22	3.23
9/30/2022	116,488,068.25	144,611.09	0.00	144,611.09	115,813,949.31	0.12	1.51	3.88
10/31/2022	118,766,702.43	263,091.85	0.00	263,091.85	118,301,521.68	0.22	2.70	4.38
11/30/2022	119,179,568.48	182,767.83	0.00	182,767.83	119,821,036.04	0.15	1.85	4.34
12/31/2022	121,911,029.50	203,273.40	0.00	203,273.40	119,482,504.50	0.17	2.06	4.05
1/31/2023	120,572,119.74	303,384.97	0.00	303,384.97	121,264,971.69	0.25	3.04	3.91
2/28/2023	120,994,298.11	211,290.99	0.00	211,290.99	122,277,613.58	0.17	2.09	4.23
3/31/2023	122,393,147.39	251,154.02	0.00	251,154.02	121,974,511.86	0.21	2.50	4.09
4/30/2023	123,163,340.65	337,818.02	0.00	337,818.02	123,361,303.92	0.27	3.34	3.76
5/31/2023	123,270,200.04	264,420.95	0.00	264,420.95	119,759,131.35	0.22	2.68	3.82
6/30/2023	121,097,208.50	273,288.66	0.00	273,288.66	120,491,352.91	0.23	2.76	4.27
Total/Average	113,481,529.59	2,715,763.16	0.00	2,715,763.16	118,664,717.16	2.29	2.29	3.92



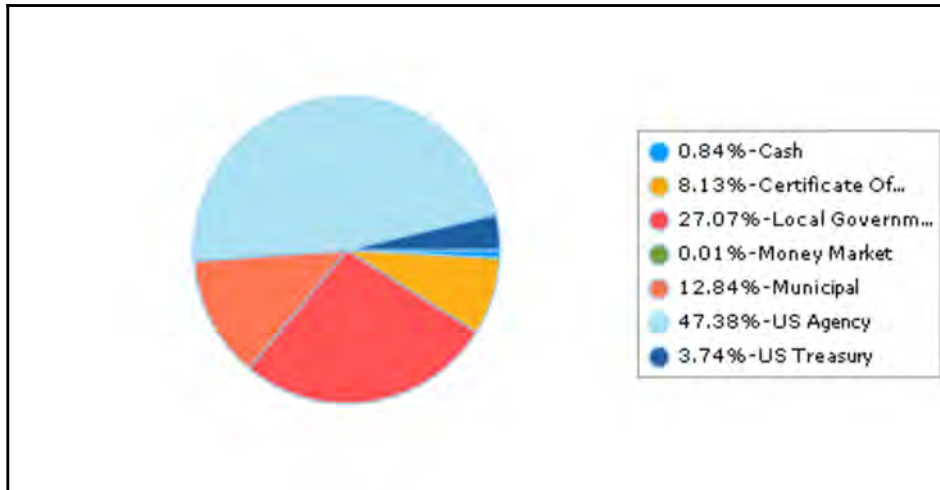
Las Virgenes Municipal Water District CA Distribution by Security Sector - Market Value All Portfolios

Begin Date: 5/31/2023, End Date: 6/30/2023

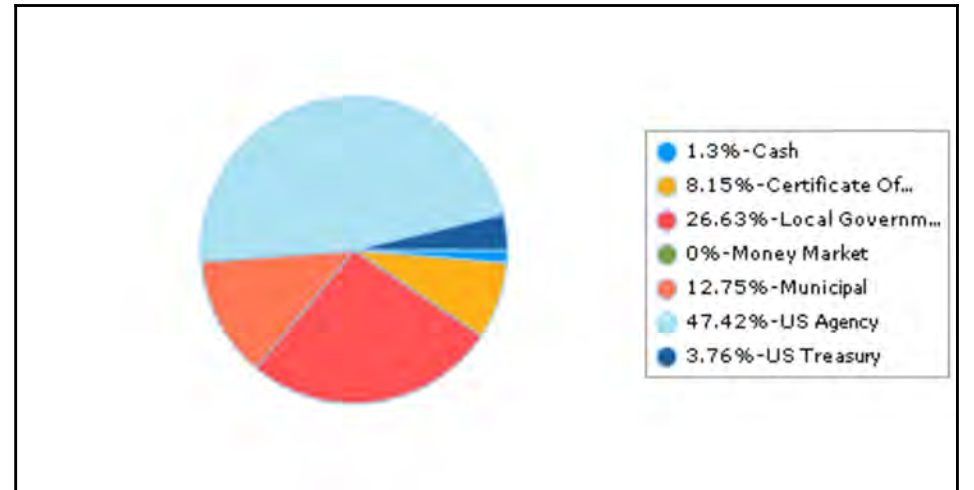
Security Sector Allocation

Security Sector	Market Value 5/31/2023	% of Portfolio 5/31/2023	Market Value 6/30/2023	% of Portfolio 6/30/2023
Cash	977,060.66	0.84	1,515,442.50	1.30
Certificate Of Deposit	9,481,531.10	8.13	9,464,841.02	8.15
Local Government Investment Pool	31,570,800.00	27.07	30,928,754.02	26.63
Money Market	16,047.77	0.01	0.00	0.00
Municipal	14,971,566.60	12.84	14,803,613.30	12.75
US Agency	55,269,007.25	47.38	55,076,811.25	47.42
US Treasury	4,356,710.00	3.74	4,362,735.00	3.76
Total / Average	116,642,723.38	100.00	116,152,197.09	100.00

Portfolio Holdings as of 5/31/2023



Portfolio Holdings as of 6/30/2023





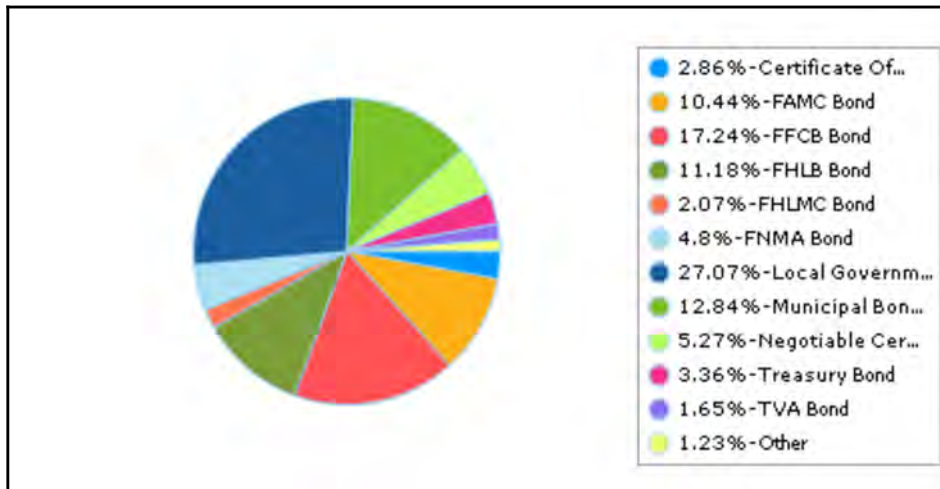
Las Virgenes Municipal Water District CA Distribution by Security Type - Market Value All Portfolios

Begin Date: 5/31/2023, End Date: 6/30/2023

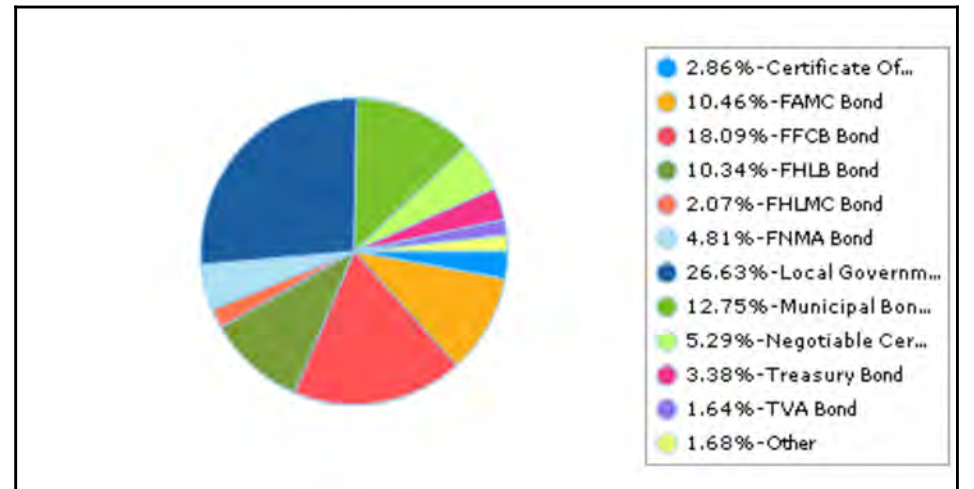
Security Type Allocation

Security Type	Market Value 5/31/2023	% of Portfolio 5/31/2023	Market Value 6/30/2023	% of Portfolio 6/30/2023
Certificate Of Deposit	3,337,532.57	2.86	3,321,461.88	2.86
FAMC Bond	12,182,190.00	10.44	12,148,730.00	10.46
FFCB Bond	20,114,700.00	17.24	21,015,020.00	18.09
FHLB Bond	13,037,009.25	11.18	12,013,175.25	10.34
FHLMC Bond	2,416,098.00	2.07	2,407,066.00	2.07
FNMA Bond	5,593,680.00	4.80	5,586,250.00	4.81
Local Government Investment Pool	31,570,800.00	27.07	30,928,754.02	26.63
Municipal Bond	14,971,566.60	12.84	14,803,613.30	12.75
Negotiable Certificate Of Deposit	6,143,998.53	5.27	6,143,379.14	5.29
Treasury Bond	3,914,290.00	3.36	3,926,600.00	3.38
TVA Bond	1,925,330.00	1.65	1,906,570.00	1.64
Other	1,435,528.43	1.23	1,951,577.50	1.68
Total / Average	116,642,723.38	100.00	116,152,197.09	100.00

Portfolio Holdings as of 5/31/2023



Portfolio Holdings as of 6/30/2023





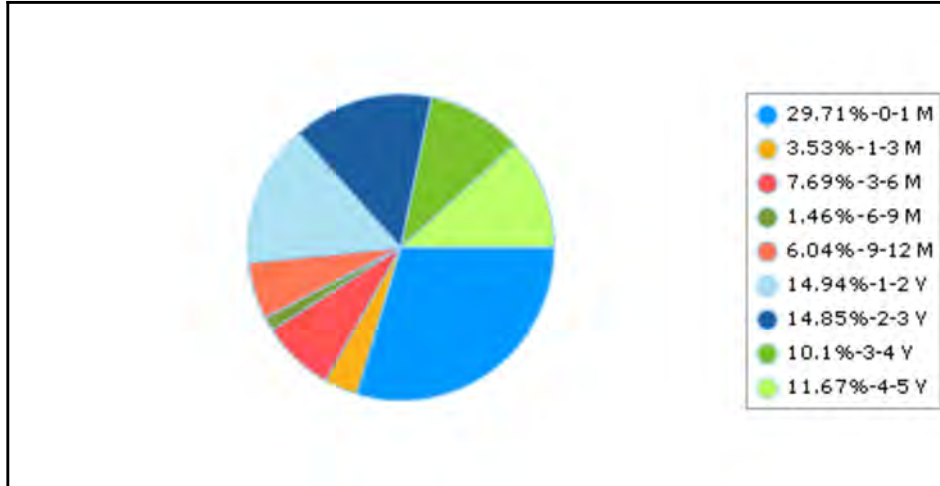
Las Virgenes Municipal Water District CA Distribution by Maturity Range - Market Value All Portfolios

Begin Date: 5/31/2023, End Date: 6/30/2023

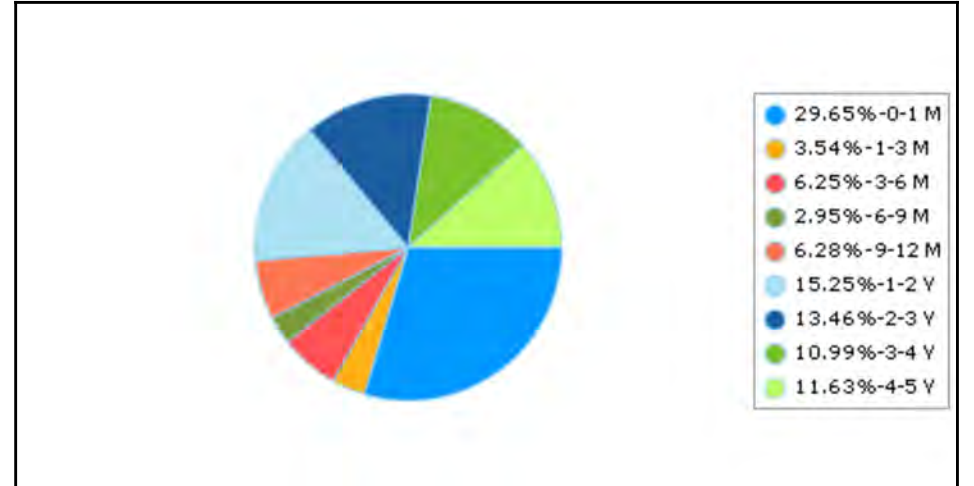
Maturity Range Allocation

Maturity Range	Market Value 5/31/2023	% of Portfolio 5/31/2023	Market Value 6/30/2023	% of Portfolio 6/30/2023
0-1 Month	34,653,428.43	29.71	34,442,796.52	29.65
1-3 Months	4,112,682.16	3.53	4,110,664.67	3.54
3-6 Months	8,974,394.00	7.69	7,258,043.25	6.25
6-9 Months	1,704,661.45	1.46	3,425,196.25	2.95
9-12 Months	7,049,801.60	6.04	7,288,792.25	6.28
1-2 Years	17,431,665.56	14.94	17,715,176.87	15.25
2-3 Years	17,322,846.55	14.85	15,638,214.85	13.46
3-4 Years	11,775,256.10	10.10	12,766,006.19	10.99
4-5 Years	13,617,987.53	11.67	13,507,306.24	11.63
Total / Average	116,642,723.38	100.00	116,152,197.09	100.00

Portfolio Holdings as of 5/31/2023



Portfolio Holdings as of 6/30/2023



Las Virgenes Municipal Water District CA
Portfolio Holdings
Investment Portfolio | by Maturity Range - Monthly Report
Report Format: By Transaction
Group By: Maturity Range
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 6/30/2023

Description	CUSIP/Ticker	YTM @ Cost	Security Sector	Bullet/Callable	Maturity Date	Book Value	Market Value	% of Portfolio
0-1 Month								
FAMC 2.47 7/3/2023	31422XZQ8	2.470	US Agency	Bullet	7/3/2023	1,000,000.00	1,000,000.00	1.14
FAMC 2.9 7/24/2023	3132X03V1	2.981	US Agency	Bullet	7/24/2023	999,950.67	998,600.00	1.13
Total / Average 0-1 Month		2.725				1,999,950.67	1,998,600.00	2.27
1-3 Months								
Safra National Bank 3 7/31/2023	78658RKA8	3.000	Certificate Of Deposit	Bullet	7/31/2023	242,000.00	241,511.16	0.28
Rowland ISD CA 0.541 8/1/2023	779631JW1	0.541	Municipal	Bullet	8/1/2023	400,000.00	398,592.00	0.46
FHLB 3 8/4/2023	3130ASV55	3.232	US Agency	Bullet	8/4/2023	999,782.22	997,800.00	1.14
First Missouri State Bank 2.85 8/14/2023	32100LBY0	2.850	Certificate Of Deposit	Bullet	8/14/2023	245,000.00	244,272.35	0.28
Customers Bank 3 8/15/2023	23204HKB3	3.000	Certificate Of Deposit	Bullet	8/15/2023	242,000.00	241,269.16	0.28
FFCB 0.3 9/1/2023-21	3133EL5J9	0.300	US Agency	Callable	9/1/2023	1,000,000.00	991,050.00	1.14
FHLB 3.375 9/8/2023	313383YJ4	2.227	US Agency	Bullet	9/8/2023	1,002,081.91	996,170.00	1.19
Total / Average 1-3 Months		1.970				4,130,864.13	4,110,664.67	4.75
3-6 Months								
T-Bond 0.25 9/30/2023	91282CDA6	3.385	US Treasury	Bullet	9/30/2023	1,984,611.80	1,975,700.00	2.20
Oklahoma Water Resources OK 0.432 10/1/2023-23	67920QWY0	0.432	Municipal	Callable	10/1/2023	100,000.00	98,756.00	0.11
California State 2.25 10/1/2023	13063DDG0	3.092	Municipal	Bullet	10/1/2023	998,024.53	991,840.00	1.09
FFCB 0.27 10/5/2023-21	3133EMBQ4	0.282	US Agency	Callable	10/5/2023	999,969.00	986,180.00	1.14
FFCB 4.125 10/17/2023	3133ENN63	4.164	US Agency	Bullet	10/17/2023	999,895.46	995,870.00	1.14
State of Ohio 2.3 11/1/2023	677522SQ8	3.451	Municipal	Bullet	11/1/2023	996,204.67	989,310.00	1.12
FNMA 0.25 11/27/2023	3135G06H1	3.328	US Agency	Bullet	11/27/2023	987,729.08	979,540.00	1.10
Medallion Bank UT 1.7 12/22/2023	58404DFX4	1.700	Certificate Of Deposit	Bullet	12/22/2023	245,000.00	240,847.25	0.28
Total / Average 3-6 Months		2.925				7,311,434.54	7,258,043.25	8.18
6-9 Months								
Morgan Stanley Bank 3.35 1/10/2024	61760ATZ2	3.350	Certificate Of Deposit	Bullet	1/10/2024	245,000.00	242,532.85	0.28
FFCB 2.37 2/5/2024	3133EH5S8	2.524	US Agency	Bullet	2/5/2024	999,134.00	981,680.00	1.13
TIAA FSB FL 3 2/22/2024	87270LBU6	3.000	Certificate Of Deposit	Bullet	2/22/2024	245,000.00	241,403.40	0.28
T-Bond 1.5 2/29/2024	91282CEA5	4.833	US Treasury	Bullet	2/29/2024	978,569.74	974,300.00	1.10
FHLB 3.25 3/8/2024	3130A0XE5	2.625	US Agency	Bullet	3/8/2024	1,004,173.27	985,280.00	1.15
Total / Average 6-9 Months		3.290				3,471,877.01	3,425,196.25	3.94

Description	CUSIP/Ticker	YTM @ Cost	Security Sector	Bullet/Callable	Maturity Date	Book Value	Market Value	% of Portfolio
9-12 Months								
T-Bond 2.25 3/31/2024	91282CEG2	5.096	US Treasury	Bullet	3/31/2024	979,429.39	976,600.00	1.10
California State 3 4/1/2024	13063DLZ9	2.500	Municipal	Bullet	4/1/2024	1,003,529.48	980,490.00	1.16
FHLB 2.5 4/26/2024-23	3130ARLS8	2.500	US Agency	Callable	4/26/2024	475,000.00	463,215.25	0.54
Comenity Capital Bank UT 2.75 4/30/2024	20033AU95	2.750	Certificate Of Deposit	Bullet	4/30/2024	245,000.00	239,725.15	0.28
Pasadena Pension CA 1.8 5/1/2024	70227RBK5	1.800	Municipal	Bullet	5/1/2024	260,000.00	251,703.40	0.30
FAMC 2.65 5/2/2024	31422XYB2	2.690	US Agency	Bullet	5/2/2024	999,674.94	976,370.00	1.14
Bank New England NH 2.65 5/23/2024	06426KBE7	2.650	Certificate Of Deposit	Bullet	5/23/2024	245,000.00	239,048.95	0.28
University Northern CO 2.147 6/1/2024	914733DV9	2.147	Municipal	Bullet	6/1/2024	1,000,000.00	967,450.00	1.14
FFCB 2.16 6/3/2024	3133EKNX0	1.865	US Agency	Bullet	6/3/2024	1,002,599.88	971,620.00	1.15
FFCB 3.25 6/17/2024	3133ENYX2	3.300	US Agency	Bullet	6/17/2024	999,536.42	979,670.00	1.14
Lafayette Fed Credit Union 2.85 6/17/2024	50625LBK8	2.850	Certificate Of Deposit	Bullet	6/17/2024	249,000.00	242,899.50	0.28
Total / Average 9-12 Months		2.836				7,458,770.11	7,288,792.25	8.51
1-2 Years								
FNMA 1.75 7/2/2024	3135G0V75	3.319	US Agency	Bullet	7/2/2024	984,785.16	964,320.00	1.11
FHLB 4.8 7/10/2024	3130AUU77	4.800	US Agency	Bullet	7/10/2024	1,000,000.00	992,830.00	1.14
Enerbank UT 2.15 8/7/2024	29278TKJ8	2.150	Certificate Of Deposit	Bullet	8/7/2024	245,000.00	236,366.20	0.28
City of Los Angeles 5 9/1/2024	544351QP7	4.142	Municipal	Bullet	9/1/2024	1,009,341.72	992,020.00	1.16
First Farmers Bank & Trust 1.75 9/4/2024	320165JK0	1.750	Certificate Of Deposit	Bullet	9/4/2024	245,000.00	234,621.80	0.28
FHLB 3.5 9/13/2024	3130AT6G7	4.068	US Agency	Bullet	9/13/2024	993,458.30	977,880.00	1.13
FAMC 1.74 9/26/2024	31422BMD9	1.664	US Agency	Bullet	9/26/2024	1,000,901.52	957,340.00	1.14
South Gate Utility CA 2.224 10/1/2024-24	83789TBQ1	2.224	Municipal	Callable	10/1/2024	500,000.00	480,585.00	0.57
FFCB 4.62 10/17/2024-23	3133ENS68	4.620	US Agency	Callable	10/17/2024	1,000,000.00	987,100.00	1.14
California State University 0.563 11/1/2024	13077DQC9	0.563	Municipal	Bullet	11/1/2024	400,000.00	375,108.00	0.46
FAMC 1.79 11/1/2024	31422BPG9	1.804	US Agency	Bullet	11/1/2024	999,821.62	955,480.00	1.14
California State 1.646 11/1/2024-24	13077DKC5	1.646	Municipal	Callable	11/1/2024	400,000.00	380,556.00	0.46
California State 0.56 12/1/2024-24	13067WRB0	0.560	Municipal	Callable	12/1/2024	250,000.00	233,745.00	0.28
FFCB 1.08 1/6/2025	31422XRD6	1.080	US Agency	Bullet	1/6/2025	1,000,000.00	940,580.00	1.14
KEMBA Financial Credit Union 1.8 1/8/2025	48836LAJ1	1.800	Certificate Of Deposit	Bullet	1/8/2025	245,000.00	231,966.00	0.28
FAMC 1.2 1/14/2025	31422XSU7	1.195	US Agency	Bullet	1/14/2025	1,000,077.19	942,230.00	1.14
Knoxville TVA TN 1.95 1/16/2025	499724AL6	1.950	Certificate Of Deposit	Bullet	1/16/2025	245,000.00	232,331.05	0.28
FFCB 1.67 2/14/2025-24	3133ENNX4	1.670	US Agency	Callable	2/14/2025	1,000,000.00	943,990.00	1.14
Technology FCU 5 2/24/2025	87868YAJ2	5.000	Certificate Of Deposit	Bullet	2/24/2025	248,000.00	246,273.92	0.28
Somerset Trust Company 1 3/19/2025	835104BZ2	1.000	Certificate Of Deposit	Bullet	3/19/2025	245,000.00	227,190.95	0.28
Iberia Bank LA 1 3/20/2025	45083ANS7	1.000	Certificate Of Deposit	Bullet	3/20/2025	245,000.00	227,293.85	0.28
Pacific Western Bank CA 1.35 4/16/2025	69506YRG6	1.350	Certificate Of Deposit	Bullet	4/16/2025	245,000.00	228,058.25	0.28
Celtic Bank UT 1.5 4/17/2025	15118RUX3	1.500	Certificate Of Deposit	Bullet	4/17/2025	245,000.00	228,536.00	0.28
First National Bank TX 1.35 4/28/2025	32112UDR9	1.350	Certificate Of Deposit	Bullet	4/28/2025	245,000.00	227,641.75	0.28
Alexandria Utilities LA 1.498 5/1/2025-25	015086NJ6	1.498	Municipal	Callable	5/1/2025	400,000.00	371,948.00	0.46
TVA 0.75 5/15/2025	880591EW8	0.625	US Agency	Bullet	5/15/2025	1,002,306.17	922,680.00	1.14

Description	CUSIP/Ticker	YTM @ Cost	Security Sector	Bullet/Callable	Maturity Date	Book Value	Market Value	% of Portfolio
Beverly Hills CA 0.719 6/1/2025	088013FG7	0.719	Municipal	Bullet	6/1/2025	500,000.00	459,435.00	0.57
State Bank India NY 1.05 6/10/2025	856285TR2	1.050	Certificate Of Deposit	Bullet	6/10/2025	245,000.00	225,395.10	0.28
San Francisco California 0.728 6/15/2025-25	79773KDC5	0.728	Municipal	Callable	6/15/2025	500,000.00	454,645.00	0.57
FAMC 0.48 6/19/2025	31422BD98	0.531	US Agency	Bullet	6/19/2025	999,018.18	918,290.00	1.14
FHLMC 0.65 6/30/2025-22	3134GVT99	0.650	US Agency	Callable	6/30/2025	1,000,000.00	918,740.00	1.14
Total / Average 1-2 Years		2.064				18,637,709.86	17,715,176.87	21.20
2-3 Years								
Minnwest Bank South MN 0.5 7/15/2025	60425SHY8	0.500	Certificate Of Deposit	Bullet	7/15/2025	245,000.00	221,756.85	0.28
Preferred Bank CA 0.5 7/17/2025	740367MA2	0.500	Certificate Of Deposit	Bullet	7/17/2025	245,000.00	221,695.60	0.28
FNMA 0.625 7/21/2025-22	3136G4ZJ5	0.625	US Agency	Callable	7/21/2025	1,000,000.00	915,710.00	1.14
Bank Baroda NY 0.6 7/22/2025	06063HMR1	0.600	Certificate Of Deposit	Bullet	7/22/2025	245,000.00	222,264.00	0.28
Flagstar Bank MI 0.6 7/22/2025	33847E3W5	0.600	Certificate Of Deposit	Bullet	7/22/2025	245,000.00	222,264.00	0.28
FNMA 0.65 8/14/2025-22	3136G4C43	0.650	US Agency	Callable	8/14/2025	1,000,000.00	914,010.00	1.14
FHLMC 3.45 8/25/2025-23	3134GXR55	3.530	US Agency	Callable	8/25/2025	599,030.61	581,196.00	0.68
City of Santa Rosa 0.977 9/1/2025-25	802649TJ2	0.977	Municipal	Callable	9/1/2025	500,000.00	455,730.00	0.57
FHLMC 0.5 9/30/2025-22	3134GWWQ5	0.500	US Agency	Callable	9/30/2025	1,000,000.00	907,130.00	1.14
FNMA 0.54 10/27/2025-22	3136G45C3	0.540	US Agency	Callable	10/27/2025	1,000,000.00	906,010.00	1.14
FFCB 0.46 11/3/2025	3133EMFS6	0.493	US Agency	Bullet	11/3/2025	999,234.57	906,360.00	1.14
FNMA 0.57 11/17/2025-22	3135GA3X7	0.570	US Agency	Callable	11/17/2025	1,000,000.00	906,660.00	1.14
California State 0.751 12/1/2025-25	13067WSV5	0.751	Municipal	Callable	12/1/2025	250,000.00	225,795.00	0.28
FFCB 0.47 12/22/2025-22	3133EMLC4	0.470	US Agency	Callable	12/22/2025	1,000,000.00	899,580.00	1.14
JPMorgan Chase 0.5 1/6/2026	48128UVT3	0.500	Certificate Of Deposit	Bullet	1/6/2026	245,000.00	217,052.85	0.28
FAMC 0.48 1/15/2026	31422B6K1	0.489	US Agency	Bullet	1/15/2026	999,749.06	901,370.00	1.14
FFCB 0.45 2/2/2026-23	3133EMPD8	0.450	US Agency	Callable	2/2/2026	1,000,000.00	894,520.00	1.14
FFCB 0.8 3/9/2026-23	3133EMSU7	0.800	US Agency	Callable	3/9/2026	1,000,000.00	900,250.00	1.14
FHLB 0.65 3/10/2026-22	3130ALDS0	0.650	US Agency	Callable	3/10/2026	1,000,000.00	896,390.00	1.14
FAMC 0.83 3/27/2026	31422XDX7	0.828	US Agency	Bullet	3/27/2026	1,000,055.52	904,650.00	1.14
Nelnet Bank UT 0.75 4/15/2026	64034KAF8	0.750	Certificate Of Deposit	Bullet	4/15/2026	245,000.00	215,759.25	0.28
Greenstate Credit Union 0.95 4/16/2026	39573LBC1	0.950	Certificate Of Deposit	Bullet	4/16/2026	245,000.00	216,756.40	0.28
Oceanside Water CA 1.103 5/1/2026	675413DL9	1.103	Municipal	Bullet	5/1/2026	210,000.00	188,724.90	0.24
FAMC 0.95 5/4/2026-23	31422XFP2	0.950	US Agency	Callable	5/4/2026	1,000,000.00	900,430.00	1.14
FAMC 0.925 6/10/2026-22	31422XHF2	0.925	US Agency	Callable	6/10/2026	1,000,000.00	896,150.00	1.14
Total / Average 2-3 Years		0.755				17,273,069.76	15,638,214.85	19.65
3-4 Years								
Toyota Financial Savings NV 0.95 7/29/2026	89235MLE9	0.950	Certificate Of Deposit	Bullet	7/29/2026	245,000.00	214,475.45	0.28
Upper Santa Clara Valley Water District 1.175 8/1/	916544EV7	3.350	Municipal	Bullet	8/1/2026	937,891.09	892,410.00	1.04
FFCB 0.71 8/10/2026-23	3133EM2C5	0.710	US Agency	Callable	8/10/2026	1,000,000.00	886,770.00	1.14
UBS Bank UT 0.95 8/11/2026	90348JR93	0.950	Certificate Of Deposit	Bullet	8/11/2026	245,000.00	213,875.20	0.28
FHLB 0.75 9/28/2026-21	3130ANY38	0.750	US Agency	Callable	9/28/2026	1,000,000.00	893,600.00	1.14

Description	CUSIP/Ticker	YTM @ Cost	Security Sector	Bullet/Callable	Maturity Date	Book Value	Market Value	% of Portfolio
FAMC 0.9 10/2/2026-22	31422XNH1	0.900	US Agency	Callable	10/2/2026	1,000,000.00	890,760.00	1.14
Synchrony Bank 1 10/22/2026	87164YE34	1.000	Certificate Of Deposit	Bullet	10/22/2026	248,000.00	215,432.64	0.28
City of Palm Springs 1.402 11/1/2026	69666JHX9	1.402	Municipal	Bullet	11/1/2026	500,000.00	444,660.00	0.57
FFCB 1.34 11/30/2026	3133ENFV7	1.291	US Agency	Bullet	11/30/2026	1,001,615.38	901,470.00	1.14
California State 1.051 12/1/2026-26	13067WSW3	1.918	Municipal	Callable	12/1/2026	971,781.39	881,790.00	1.09
FHLB Step 12/22/2026-22	3130AQ2B8	1.869	US Agency	Callable	12/22/2026	1,000,000.00	923,880.00	1.14
FAMC 1.5 1/19/2027	31422XSV5	1.517	US Agency	Bullet	1/19/2027	999,416.66	907,060.00	1.14
Beal Bank (Texas) 1.55 2/3/2027	07371AWQ2	1.550	Certificate Of Deposit	Bullet	2/3/2027	245,000.00	214,816.00	0.28
American Express 2 3/9/2027	02589ABQ4	3.585	Certificate Of Deposit	Bullet	3/9/2027	236,586.09	222,272.50	0.27
State of Maryland 4.05 3/15/2027	574193WF1	4.114	Municipal	Bullet	3/15/2027	997,805.38	979,990.00	1.14
FHLB 3 4/21/2027-22	3130ARGE5	3.000	US Agency	Callable	4/21/2027	1,000,000.00	944,060.00	1.14
San Jose California 3.594 5/1/2027	798153PY2	3.594	Municipal	Bullet	5/1/2027	1,000,000.00	953,680.00	1.14
Capital One Bank NA 3.05 5/4/2027	14042TFW2	3.050	Certificate Of Deposit	Bullet	5/4/2027	246,000.00	226,664.40	0.28
FFCB 3.24 6/28/2027	3133ENZK9	3.260	US Agency	Bullet	6/28/2027	999,264.50	958,340.00	1.14
Total / Average 3-4 Years		2.116				13,873,360.49	12,766,006.19	15.74
4-5 Years								
Commonwealth of Massachusetts 3.679 7/15/2027	576004HD0	3.679	Municipal	Bullet	7/15/2027	500,000.00	477,480.00	0.57
FHLB 4.05 8/10/2027-22	3130ASUC1	4.050	US Agency	Callable	8/10/2027	1,000,000.00	966,590.00	1.14
FFCB 3.375 9/15/2027	3133ENL99	3.451	US Agency	Bullet	9/15/2027	997,085.72	962,150.00	1.13
Security Bank & Trust 3.9 9/28/2027	81401OCR3	3.900	Certificate Of Deposit	Bullet	9/28/2027	245,000.00	232,990.10	0.28
FFCB 4 9/29/2027	3133ENQ29	4.064	US Agency	Bullet	9/29/2027	997,560.66	989,680.00	1.13
FHLB 4.7 9/30/2027-22	3130ATC21	4.700	US Agency	Callable	9/30/2027	1,000,000.00	978,910.00	1.14
Discover Bank 4.9 11/8/2027	254673Y67	4.900	Certificate Of Deposit	Bullet	11/8/2027	244,000.00	240,205.80	0.28
FHLB 4.25 12/10/2027	3130ATUS4	3.738	US Agency	Bullet	12/10/2027	1,020,521.21	996,570.00	1.16
University Bank 4.05 12/16/2027	914098DM7	4.050	Certificate Of Deposit	Bullet	12/16/2027	249,000.00	236,689.44	0.28
FFCB 4 1/6/2028	3133EN5N6	3.662	US Agency	Bullet	1/6/2028	1,013,843.85	990,190.00	1.16
Lakeside Bank 3.85 1/13/2028	51210STA5	3.850	Certificate Of Deposit	Bullet	1/13/2028	245,000.00	230,770.40	0.28
Austin Telco FCU 4.75 1/27/2028	052392CN5	4.750	Certificate Of Deposit	Bullet	1/27/2028	248,000.00	242,558.88	0.28
State of California 1.7 2/1/2028	13063DC48	3.959	Municipal	Bullet	2/1/2028	906,686.93	877,170.00	1.02
TVA 3.875 3/15/2028	880591EZ1	3.886	US Agency	Bullet	3/15/2028	999,544.37	983,890.00	1.14
FFCB 3.5 4/12/2028	3133EPFU4	3.667	US Agency	Bullet	4/12/2028	992,757.33	970,630.00	1.13
Dort Financial Credit Unio 4.25 4/21/2028	25844MAS7	4.250	Certificate Of Deposit	Bullet	4/21/2028	247,000.00	236,265.38	0.28
Freedom Northwest Credit Union 5 5/9/2028-24	356436AJ4	5.000	Certificate Of Deposit	Callable	5/9/2028	248,000.00	245,155.44	0.28
Morgan Stanley Bank NA 4.5 5/10/2028	61690U5S5	4.500	Certificate Of Deposit	Bullet	5/10/2028	244,000.00	235,935.80	0.28
T-Note 1.25 5/19/2028	91282CCE9	3.678	US Treasury	Bullet	5/19/2028	446,256.74	436,135.00	0.51
FFCB 3.875 5/30/2028	3133EPLD5	3.886	US Agency	Bullet	5/30/2028	999,508.48	988,590.00	1.14
FFCB 3.875 6/8/2028	3133EPME2	3.875	US Agency	Bullet	6/8/2028	1,000,000.00	988,750.00	1.14
Total / Average 4-5 Years		3.958				13,843,765.29	13,507,306.24	15.75
Total / Average		2.308				88,000,801.86	83,708,000.57	100

Monthly Investment Report Definitions

- Disc./Cpn Rate – The yield paid by a fixed income security.
- Yield to Call (YTC) – The rate of return of a security held to call when interest payments, market value and par value are considered.
- Yield to Maturity (YTM) – The rate of return of a security held to maturity when interest payments, market value and par value are considered.
- Bullet – A fixed income security that cannot be redeemed by the issuer until the maturity date.
- Callable – A fixed income security that can be redeemed by the issuer before the maturity date.
- Book Value – The price paid for the security.
- Par Value – The face value of a security.
- Market Value – The current price of a security.
- Sinking Bond – In the case of the CASPWR Bond held by the District, a sinking bond pays a portion of principal on a defined schedule throughout the life of the bond.
- Custodian – The financial institution that holds securities for an investor.

Investment Abbreviations

- FHLB – Federal Home Loan Bank
- FHLMC – Federal Home Loan Mortgage Corporation (Freddie Mac)
- FNMA – Federal National Mortgage Association (Fannie Mae)
- FFCB – Federal Farm Credit Bank
- FAMCA/AGM – Federal Agricultural Mortgage Corporation (Farmer Mac)
- TVA – Tennessee Valley Authority

PRELIMINARY LVMWD CASH ANALYSIS - June 30, 2023

	Restricted Cash	Cash Held by Policy	Policy Requirement	Funds Available for Capital
101 - Potable Water Operations		13,302,067	9,997,207	
201 - Potable Water Construction	3,284,109			
301 - Potable Water Replacement		10,678,539	11,177,935	
Potable Water Assigned Funds		15,000,000		
603 - Rate Stabilization Fund		8,000,000	8,000,000	
Total Potable Water	3,284,109	46,980,606	29,175,142	6,089,573
102 - Recycled Water Operations		3,591,087	1,100,143	
203 - Recycled Water Construction	646,780			
302 - Recycled Water Replacement		12,561,747	2,539,440	
Recycled Water Assigned Funds		10,000,000		
Total Recycled Water	646,780	26,152,834	3,639,583	13,160,032
130 - Sanitation Operations		5,961,917	3,291,214	
230 - Sanitation Construction	4,834,488			
330 - Sanitation Replacement		8,176,047	12,573,074	
Sanitation Assigned Funds		10,000,000		
Total Sanitation	4,834,488	24,137,964	15,864,288	3,108,165
701 - Vested Sick Leave Reserve	823,601			
720 - Insurance Reserve		8,862,052	8,520,505	341,547
JPA	8,911,525			
701 - Internal Services Fund	(4,188,963)			
<i>Subtotal</i>	<i>14,311,542</i>	<i>106,133,457</i>		
TOTAL	120,444,998			

Financial Policy - Cash required to comply with District's adopted Financial Policy.

Assigned Fund - Revenue restricted to a particular purpose.



DATE: August 15, 2023
TO: Board of Directors
FROM: Engineering and External Affairs

SUBJECT: Online Billing Presentment Services: Contract Extension

SUMMARY:

Since August 2016, the District has utilized the services of Invoice Cloud, Inc., for online billing and presentment services, which allows customers to view their bills online. With these services, the District has been able to expand its customer payment options, maximize customer participation in eBilling and AutoPay options, and improve the overall level of service provided to customers. Staff requests authorization to execute a three-year contract extension with Invoice Cloud, Inc., for these services at the current annual not-to-exceed amount of \$155,000.

RECOMMENDATION(S):

Authorize the General Manager to execute a three-year contract extension with Invoice Cloud, Inc., in an annual amount not to exceed \$155,000, for online billing and presentment services.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The cost of the work is expected to be \$155,000 annually, which has remained unchanged since 2016. Sufficient funds are available in the adopted Fiscal Year 2023-24 Budget and will be recommended in proposed future year budgets.

DISCUSSION:

Beginning in August 2016, Invoice Cloud, Inc., has provided the District's customers with enhanced online options. Attached for reference is a copy of the original Board staff report recommending award of the contract, together with pertinent and related documentation. Prior

to contracting with Invoice Cloud, Inc., the District utilized Billtrust as its vendor for these services. Billtrust was not able to accommodate the District's new legal-sized bill format that was implemented with budget-based billing, so online bill presentment was temporarily suspended until a transition to Invoice Cloud, Inc. was completed.

With Invoice Cloud, Inc., customers can view their utility bills online and sign up for e-Billing, email reminders, text alerts, pay-by-text, scheduled payments and AutoPay. The District currently has 18,131 customers who are enrolled with Invoice Cloud. Of those enrolled customers, 10,072 currently subscribe to the e-Billing services, and 11,392 are registered for AutoPay. These figures continue to rise slowly over time. Staff has researched Invoice Cloud's fees and found that the pricing for the annual extensions is competitive. It is noteworthy that the District has not had to increase this contract amount since 2016. As a result, staff recommends authorization to extend the contract with Invoice Cloud for three years.

GOALS:

Provide Excellent Services that Exceed Customer's Expectation

Prepared by: Ursula Bosson, Customer Service Manager

ATTACHMENTS:

[Invoice Cloud Contract.pdf](#)

[Invoice Cloud Bridge Letter SOC1 SOC2](#)



October 20, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Engineering and External Affairs

Subject : Online Billing and Presentment Services: Contract Extension

SUMMARY:

Since August 2016, the District has utilized the services of Invoice Cloud, Inc., for online billing and presentment services, which allows customers to view and their bills online. With these services the District has been able to expand its customer payment options, maximize customer participation in eBilling and AutoPay options and improve the overall level of service provided to customers. Staff requests authorization to execute a three-year contract extension with Invoice Cloud, Inc., for these services at the current annual not-to-exceed amount of \$155,000.

RECOMMENDATION(S):

Authorize the General Manager to execute a three-year contract extension with Invoice Cloud, Inc., in an annual amount not to exceed \$155,000, for online billing and presentment services.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The cost of the work is expected to be \$155,000 annually, which remains unchanged since 2016. Sufficient funds are available in the adopted Fiscal Year 2020-21 Budget and will be recommended in proposed future year budgets.

DISCUSSION:

Beginning in August 2016, Invoice Cloud, Inc., has provided the District's customers with enhanced online options. Attached for reference is a copy of the original Board staff report recommending award of the contract, together with pertinent and related documentation. Prior to contracting with Invoice Cloud, Inc., the District utilized Billtrust as its vendor for these services. Billtrust was not able to accommodate the District's new legal-sized bill format that was implemented with budget-based billing, so online bill presentment was temporarily suspended until a transition to Invoice Cloud, Inc. was completed.

With Invoice Cloud, Inc., customers can view their utility bills online and sign up for eBilling, email reminders, text alerts, pay by text, scheduled payments and AutoPay. The District currently has 13,302 customers who are enrolled with Invoice Cloud. Of those enrolled customers, 6,816 currently subscribe to the eBilling services, and 8,119 are registered for AutoPay. These figures continue to rise slowly over time.

As the District implements its AMR/AMI Project, Invoice Cloud will fully integrate the District's new WaterSmart Customer Portal with a single sign-on option. Customers will only need to sign on once to track their water usage, set up leak alerts, and view or pay bills. These integrated features will further enhance the level of service provided to the District's customers.

Invoice Cloud is the only software solution that has all of the above-described capabilities. Staff has also researched Invoice Cloud's fees and found that the pricing for the annual extensions is competitive. It is noteworthy that Invoice Cloud proposes to maintain its original pricing established in 2016. As a result, staff recommends authorization to extend the contract with Invoice Cloud for three years.

GOALS:

Provide Excellent Service That Exceeds Customer Expectations

Prepared by: Ursula Bosson, Customer Service Manager

ATTACHMENTS:

Attachment A - Original Board Staff Report for Award (July 26, 2016)

Attachment B - Original Agreement with Terms and Conditions

Attachment C - PCI Compliance

Attachment D - Invoice Cloud Certificates of Completion Related to Data Security



July 26, 2016 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Resource Conservation & Public Outreach

Subject : On-line Billing and Presentment Services: Award

SUMMARY:

Strategic Objective No. 7 in the proposed Strategic Plan seeks to provide new and improved customer tools to enhance service delivery. Key solutions identified to achieve the objective include: improving on-line bill presentment and customer payment options, integrating access to water usage and billing data, and maximizing customer participation in e-billing. On July 12, 2016, staff presented the Board with a plan to implement changes to the billing system to meet the objective.

After evaluating proposals from two partner vendors for the current Customer Information System platform, staff recommends accepting Invoice Cloud's proposal to provide on-line billing and presentment services. The proposal provides expanded customer payment options, retention of existing customers enrolled in bank direct payments without a disruption in service, consistency with current and evolving trends in payment practices, and improved overall customer service.

The most visible change for customers would be the expanded menu of options found on the payment webpage. The proposed fee to the District for the services includes an approximate 1.6% charge to process credit card payments, which would eliminate the \$6.75 per transaction fee currently paid by customers. Even with the credit card fee included, the District is expect to achieve an overall cost-savings after the proposed outsourcing of bill printing and mailing.

RECOMMENDATION(S):

Accept the proposal from Invoice Cloud, Inc., and authorize the General Manager to execute a three-year professional services agreement, in an annual amount not to exceed \$155,000, for on-line billing and presentment services.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

Sufficient funds for the services are available in the adopted Fiscal Year 2016-17 Budget and will be included in future year budgets. The annual amount for on-line billing and presentment services is not expected to exceed \$155,000. The amount includes the cost based on the current breakdown of customer payments by type, plus an assumed 15% transition of payments from paper checks to credit cards. The transition is assumed due to "cash back" incentives offered to customers by credit card institutions; however, customers will be encouraged to utilize other on-line payment options.

Although the proposed amount for on-line billing and presentment is higher than the current amount with Billtrust, estimated to be approximately \$72,000 annually, the District is expected to achieve substantially improved functionality with a net overall cost-savings after outsourcing bill printing and mailing.

DISCUSSION:

When water budgets were implemented at the beginning of the year, on-line presentation of bills was temporarily discontinued because the billing and presentment vendor, Billtrust, does not support the new legal-sized format of the bill. In lieu of significant re-programming efforts to recover the capability, staff opted to evaluate other vendors offering better integration with Infinity Link, the District's Customer Information System (CIS) platform provided by Advanced Utility Systems (AUS). The approach was consistent with the objective of providing new and improved customer tools as described in the Strategic Plan, which was in development at the time. It is essential that these changes create a customer portal that incorporates a single-sign on concept, which means that when a user logs in to the billing application, they are automatically signed into other applications, regardless of the platform, technology and domain. Other customer-specific information that could be integrated in the future includes the AMR/AMI (Automatic Meter Reading/Advanced Metering Infrastructure) data, water budgets, special email notifications and publications.

Currently, communication between Billtrust and CIS occurs through file transfers. A billing file is sent to Billtrust and used to present bills to enrolled customers. Then, a payment file that lists those who made payments is sent back daily and uploaded to CIS. AUS indicated that a better form of communication between CIS and the billing vendor is available through its API or "Application Program Interface". The method allows for "real-time" monitoring of payment transactions, thus avoiding delays associated with the current method, which can result in unnecessary water service shut-offs due to non-payment. AUS partners with two billing vendors to set up the API at no cost: Paymentus and Invoice Cloud. Staff solicited proposals from both vendors. A summary of the estimated monthly proposed costs, in comparison to the current costs, is tabulated in Attachment A. The number of transactions is based on the average of the last ten months since monthly billing was implemented. For an estimate of the Invoice Cloud credit card cost, an average of 1.6% was used, which includes the \$0.50 per transaction in the proposal.

Paymentus and Invoice Cloud both offered a comparable level of service, at monthly costs of

\$4,193 and \$6,888, respectively, resulting in a difference of \$2,695 per month. However, an important component of the Invoice Cloud proposal is its use of the Fiserv network for direct bank transactions, the same network currently used by Billtrust. The Fiserv network allows customers to make payments and view bills at their bank's website. This would allow a seamless transition for 4,494 customers (refer to Attachment A) currently using the service; their payments would not be disrupted. Attachment B is the proposal from Invoice Cloud, dated June 14, 2016. It is estimated that the necessary modifications will take 90 to 120 days for implementation after signing the contract.

Ensuring a High Adoption Rate for a New Billing System:

Staff consulted with Invoice Cloud regarding Director Caspary's concern with re-registration for the 5,855 customers (refer to Attachment A) currently enrolled for electronic check payment with Billtrust. Invoice Cloud indicated that it has a business relationship with Billtrust. However, migrating these customers over to its system depends largely on the willingness of Billtrust to cooperate after its contract is terminated. There may be a cost to acquiring the data from Billtrust, and the cost is unknown at this time. To ensure the continued enrollment of these customers, a targeted e-mail would be sent to encourage registration into the new billing system.

As part of its proposed services, Invoice Cloud offers a Marketing Plan to increase the adoption of on-line payments. New partnerships are launched by sending an email announcement that provides simple steps to pay water bills on-line. In response to Director Lewitt's request to consider incentivizing customers to enroll, Invoice Cloud will launch a District-branded advertising campaign. The first 100 customers to sign up for paperless billing will be entered into a drawing to win an iPad provided by Invoice Cloud. They have had good success with this type of promotion for new clients. The District could offer other prizes or incentives after this promotion is completed to sustain enrollment. Invoice Cloud will also work with the District to optimize the current website to feature a prominent "Pay Now" button. They have in-house experts who focus on customer behavior (e.g., where customers' eyes move first when reaching a website, how much time customers spend before leaving the website, graphics that attract attention, etc.). Lastly, Invoice Cloud will create "point of sale" signage, targeted to attract customers who pay their bills in person at headquarters.

Maintaining Customer Data Security:

Director Polan asked how the security of customer data and payment transactions will be maintained with the proposed billing modifications. Attachment C provides proof of Invoice Cloud's PCI Level 1 Attestation of Compliance with the Payment Card Industry Data Security Standard Requirements (PCI DSS) and Security Assessment Procedures, dated April 2015. Level 1, the highest PCI compliance level, is mandated by card issuers like Visa and MasterCard for companies that process over six million transactions per year. PCI DSS is a set of security standards designed to ensure that all companies that accept, process, store or transmit credit card information maintain a secure environment. Validation of compliance is performed annually by an external Qualified Security Assessor (QSA) who creates a Report on Compliance (ROC) for the company. Some examples of PCI DSS requirements include using a firewall to protect data, restricting access to data by business need-to-know, and regular testing of security systems and processes.

For its communications with CIS, Invoice Cloud will use its patent pending double data encryption (DDE) technology. With DDE, not only is the file or invoice encrypted, but each

character that makes up the file is encrypted again.

Attachment D provides information on Invoice Cloud's Service Continuity Plan that includes disaster recovery, recovery strategy levels, redundancy, backup and other important elements to ensure continued service after a disaster.

GOALS:

Provide Excellent Service That Exceeds Customer Expectations

Prepared by: Carlos G. Reyes, Director of Resource Conservation and Public Outreach

ATTACHMENTS:

Attachment A - Comparison of Proposals

Attachment B - Invoice Cloud Proposal

Attachment C - PCI Compliance

Attachment D - Service Continuity Plan

Biller Agreement

Las Virgenes Municipal Water District

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

Biller Agreement

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

6. Term and Termination. The initial term of this Agreement shall be for a period of three (3) years ("**Initial Term**") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees. Upon termination of this agreement, Biller will maintain control over all Customer Data, including user names, passwords and bank accounts provided for the use of IC AutoPay. Customer Data is defined in the Terms and Conditions as: "Customer Data" means any data, information or material provided or submitted by Biller or its Customers to the Service or the Biller's customers and/or payers in the course of using the Service.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot

Biller Agreement

exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.

Billers Agreement

- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.
- e. Insurance certificates to include an ISO CG 20 10 04 13 or District approved equal endorsement specifically naming "Las Virgenes Municipal Water District, its officers, employees and agents" as additional insured

17. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14 and 18 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Sales Information		
IC Sales Rep:	Chelsea James	Sales Partner:
		Software Partner:
		Advanced

Products & Services		
Products:	<input checked="" type="checkbox"/> EBPP	<input type="checkbox"/> Cloud Store
	<input type="checkbox"/> Cloud Pay	<input checked="" type="checkbox"/> Pay by Text
	<input checked="" type="checkbox"/> American Express	<input checked="" type="checkbox"/> IVR
Services:	<input checked="" type="checkbox"/> Visa/MasterCard/Discover	<input checked="" type="checkbox"/> ACH/EFT
		<input checked="" type="checkbox"/> OBD
		<input type="checkbox"/> Kiosk

Biller Information			Biller Contacts		
Ownership Type:			Government		
Legal Name:			Las Virgenes Municipal Water District		
Address 1:			4232 Las Virgenes Rd		
Address 2:					
City:	Calabasas	State:	CA	Zip:	91302
Phone#:	(818) 251-2100	Fax #:	(818)2512109		
Website URL:			http://www.lvmwd.com/		
Business Open Date:			1958		
Federal Tax ID#:			95-2212398		
<i>Note: Federal Tax ID and Legal Name must match on all documents.</i>					
Implementation:			Andrew Spear		
Phone Number:			818-251-2156		Ext.:
Email Address:			aspear@lvmwd.com		
Technical Support:			Same as above		
Phone Number:					Ext.:
Email Address:					
Marketing:			Same as above		
Phone Number:					Ext.:
Email Address:					

<i>Note: Signer must sign ALL documents.</i>					
Signatory Contact:			David W. Pedersen		Title:
					General Manager
Phone Number:			818-251-2100		Ext.:
Email Address:			dpedersen@lvmwd.com		

Notes/Special Handling		
Paperwork Contact: Andrew Spear		

Biller Fees			
New Biller Implementation:	\$ 0	Paperless Presentation: (includes 3 email notifications)	\$ 0 Per Item
Biller Portal Access:	\$ 0	Choose an item.	IC Payment - Credit Card: \$ 0 Per Item
Additional User(s):	\$ 0	Choose an item.	IC Payment - EFT/ACH: \$ 0 Per Item
Online Bank Direct Access:	\$ 0	Choose an item.	Online Bank Direct: \$.25 Per Item
Invoice Presentation:	\$ 0	Monthly	EFT/ACH Reject: \$ 10 Per Item
Encrypted Reader License Fee:	\$ 30.00	Monthly	Charge Back: \$ 10 Per Item

BILLER BANK (MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)			
Name of Checking Account (As it appears on check or Bank Letter):		Las Virgenes Municipal Water General Account	
Bank Name:	Address:	Phone:	213-253-7273
	420 Montgomery Street, CA 94104		
Depository	[REDACTED]		
<i>Your Invoice payment collections will be electronically deposited into this account.</i>			
Fees	[REDACTED]		
<i>Invoice and payment processing fees will be electronically deducted from this account.</i>			

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the Biller Agreement, Biller T+C and other Order Forms executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (4) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (5) agrees that Biller and each transaction submitted will be bound by the Order Form and the Biller Agreement in its entirety; (6) agrees that Biller will submit transactions only in accordance with the information in this Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (7) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.
- E. The Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day 08/31/16

Accepted by biller:

X David W. Pedersen
Corporate Officer

David W. Pedersen
Printed Name

General Manager
Title

Accepted by Invoice Cloud:

X Robert Lapides

Robert Lapides
Printed Name

President, Gov, Utilities, & Business Services
Title

Invoice Parameters

Invoice Type:	Water & Sanitation		Date:	8/10/2016	
<i>Invoicing Parameters sheet must be completed for each invoice type.</i>					
Biller Software:	Advanced V3 & Infinity.Link V3		Pricing Model	Non-Submitter (Sage)	
Payment Methods:	<input checked="" type="checkbox"/> Visa		<input checked="" type="checkbox"/> MasterCard		<input checked="" type="checkbox"/> Discover
	<input type="checkbox"/> Amex		<input checked="" type="checkbox"/> EFT/ACH		
Services & Products:	<input checked="" type="checkbox"/> EBPP		<input type="checkbox"/> Cloud Store	<input type="checkbox"/> Cloud Pay	<input checked="" type="checkbox"/> OBD
	<input checked="" type="checkbox"/> IVR		<input type="checkbox"/> Kiosk		
Billing Details					
Billing Frequency:	Monthly		Number of Bills:	22,000	
Number of Cycles:	One cycle per week		Number of Installments:	1	
Average Invoice Amount:	\$180		Highest Invoice Amount:	\$ 125,000	
Billing Months (please select the applicable months below):					
<input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input checked="" type="checkbox"/> All					
Printed Bills					
Bill Mailing Dates:	<input checked="" type="checkbox"/> 1 st – 10 th		<input checked="" type="checkbox"/> 11 th – 20 th		<input checked="" type="checkbox"/> 21 st – 31 st
Who will provide images of bills?	<input checked="" type="checkbox"/> Biller		<input type="checkbox"/> Template		<input type="checkbox"/> Bill Print Vendor (please complete below)
Bill Print Vendor:		Cont act:		Phone No:	
Hardware					
Card Readers:	ipad	QTY	1	Provided by:	<input type="checkbox"/> Sales Rep <input checked="" type="checkbox"/> Operations
Per Unit Price:	\$ 30	Monthly	Shipping Address:	Andrew Spear,	
Total Due:	\$		(if different than location address)		
Services Fees					
<i>Select from the below to indicate if the service fee will be paid by the Payer or if Biller will absorb fee.</i>					
<input type="checkbox"/>	Credit Card:	Paid by payer		<input type="checkbox"/>	Credit Card:
		% with \$	Minimum		Paid by Biller (Non-Submitter)
					Interchange, fees, dues assessments +
					Authorization \$ + % BP
<input type="checkbox"/>	EFT/ACH:	\$	per item	<input type="checkbox"/>	EFT/ACH:
					\$ per item
<input type="checkbox"/>	Flex Pay ACH:	\$	per item	<input type="checkbox"/>	Flex Pay ACH:
					\$ per item
Utility Invoice Type					
<input type="checkbox"/>	Credit Card:	Paid by payer		<input checked="" type="checkbox"/>	Credit Card:
		% with \$	Minimum		Paid by Biller
			(Without Visa Acceptance)		Interchange, fees, dues assessments +
					Authorization \$.50 + % BP
<input type="checkbox"/>	EFT/ACH:	\$	Per item	<input checked="" type="checkbox"/>	EFT/ACH:
					\$.50 Per Item
Utility Flat Rate (Flat Rate for Utilities credit cards must be paid by payer)					
<input type="checkbox"/>	Credit Card	Service Fee:	\$	Max Cap for Credit Cards:	\$
<input type="checkbox"/>	EFT/ACH:	Service Fee:	\$	<input type="checkbox"/> Paid by payer	<input type="checkbox"/> Paid by Biller
Interactive Voice Response - IVR					
<input type="checkbox"/>	Paid by payer	Service Fee + \$		<input checked="" type="checkbox"/> Paid by Biller	\$.40 per item surcharge
Notes/Special Handling :					
This integration with have a single sign on with Infinity.Link.					

Fiserv/Invoice Cloud Needs Analysis

Billers/Company Name Las Virgenes Municipal Water District	Payment Types (utilities, insurance, cable, taxes, etc) Utility	Date 8/11/16
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BILLER CONTACT INFO:

<u>Name</u>	<u>Title</u>	<u>Phone/email</u>
David W. Pedersen	General Manager	818-251-2100 dpedersen@lvmwd.com

Remittance Addresses (Asterisk*Denotes Default Remittance Address – address if paper check is mailed)

<u>Remit Center Address</u>	<u>City, State</u>	<u>Zip Code + 4</u>
* 4232 Las Virgenes Rd	Calabasas, CA	91302

Billers Names (Any name or DBA printed on your remittance coupons)

Las Virgenes Municipal Water District – Utility	Las Virgenes Municipal Water District – Utiities	Las Virgenes Municipal Water District – Water & Sanitation
Las Virgenes Municipal Water Dist – Utility	Las Virgenes Municipal Water Dist-Utilities	Las Virgenes Municipal Water Dist- Water & Sanitation
Las Virgenes – Utilities	Las Virgenes – Utility	Las Virgenes – Water and Sanitation

Bank Settlement Info – for settlement and debit of reversals	Bank Name	Other comments

Reversals will go thru Invoice Cloud as data file with debit to merchant DDA

Account Number Information

How many characters are in the account number?
 Minimum number of characters: 10
 Maximum number of characters: 10
 Are account numbers: Numeric Alpha-numeric
 Does anything need to be removed from the account number (e.g. dashes, spaces, etc...)? Yes No
 If yes, please explain
 Does the account number have logic associated with it to help in identifying products, locations, etc...? Yes No
 If yes, please explain
 Is the account number clearly and completely visible to the customer on the bill? Yes No
 Are there edit or mod checks associated with the account number? Yes No
 If yes, please attach a copy of the mod calculation.
 Are the account numbers static or do they change frequently? If they change, what action can make it change? **Static**

Invoice Cloud assigned Company ID _____

Map ID (Assigned by Fiserv): _____

Posting ID (Assigned by Fiserv): _____

Business Owner/Contact name: _____

Private or Publicly held? _____

If Public, ticker symbol: _____

Traded on NASDAQ OR NYSE: _____

Fiserv/Invoice Cloud Needs Analysis

Web Address: _____



Dedicated to Providing Quality
Water & Wastewater Service

OFFICERS

President

Glen D. Peterson
Director, Division 2
MWD Representative

Vice President

Lee Renger
Director, Division 3

Secretary

Charles P. Caspary
Director, Division 1

Treasurer

Jay Lewitt
Director, Division 5

Leonard E. Polan
Director, Division 4

David W. Pedersen, P. E.
General Manager

Wayne K. Lemieux
Counsel

HEADQUARTERS
4232 Las Virgenes Road
Calabasas, CA 91302
(818) 251-2100
Fax (818) 251-2109

WESTLAKE
FILTRATION PLANT
(818) 251-2370
Fax (818) 251-2379

TAPIA WATER
RECLAMATION FACILITY
(818) 251-2300
Fax (818) 251-2309

RANCHO LAS VIRGENES
COMPOSTING FACILITY
(818) 251-2340
Fax (818) 251-2349

www.LVMWD.com

MEMBER AGENCY OF THE
METROPOLITAN WATER
DISTRICT
OF SOUTHERN CALIFORNIA

August 11, 2016

MasterCard International Incorporated
2200 MasterCard Boulevard
O'Fallon, MO 63368-7263

Attention: RPPS Business Implementations

Effective immediately, MasterCard is authorized by this letter to initiate ACH debit entries to be issued by the MasterCard Settlement Bank, currently JP Morgan Chase Bank, from time to time against the account noted below. We hereby confirm that all debits associated with such ACH debit entries will be honored and will be final when made, and no entry shall be reversed without written consent of both MasterCard and ourselves. Our signatures below represent that we are authorized to provide these instructions to you and you are authorized to rely on these instructions.

We understand that written notice of revocation of this authorization must be sent to MasterCard International Incorporated.

ICA Number:	
Routing and Transit Number:	
Account Number:	
Name of Financial Institution:	
Address Line #1:	420 Montgomery Street
Address Line #2:	
City:	San Francisco
State:	CA
ZIP Code:	94104

Sincerely,

Billers Organization	Las Virgenes Municipal Water District
Billers Contact Name:	David W. Pedersen
Billers Address #1:	4232 Las Virgenes Rd
Billers Address #2:	
City:	Calabasas
State:	CA
ZIP Code:	91302
Billers Phone Number:	818-251-2100
Billers Signature	

MasterCard Confidential and Proprietary
07/13/10: ACH Debit Authorization Letter



1750 Old Meadow Road
Suite 300
McLean, VA 22102
Phone: (800) 261-0240

VIRTUAL CHECK MERCHANT PROCESSING APPLICATION

Referral:
Lead Source: None

SAGE PAYMENT SOLUTIONS

Office:	Invoice Cloud, Inc.	Office Phone:	7818483733233	Application ID:	225946
Application Date:	8/11/2016 11:01:47 AM	Contractor Name:	Carolyn Ambrose	Association:	Invoice Cloud, Inc.

General Information

Type of Ownership:	Government (Fed,St,Local)	Business Open	1/1/1958	Existing MID:	
Legal Business Name:	Las Virgenes Municipal Water District			Business Name:	Las Virgenes Municipal Water District
Mailing/Billing Address:	4232 Las Virgenes Rd			Location Address:	4232 Las Virgenes Rd
City:	Calabasas	State:	CA	Zip	91302
Phone:	(818) 251-2100	Fax:	(818) 251-2109	Phone:	(818) 251-2100 Fax (818) 251-2109
Contact:	David W. Pedersen	Email:	dpedersen@lvmwd.com	Customer Service Number:	(818) 251-2109
Federal Tax ID:	952212398	D & B:		Web Site:	http://www.lvmwd.com/

General Comments: Utility MCC Code 4900 & please apply for the Visa Utility program.
Per IC agreement with Sage, payment days set to 1 day

Tax Information

Name (as it appears on your Federal Tax Return):	Las Virgenes Municipal Water District				
Federal Tax ID:	952212398	State Filed:	CA	Type of Ownership:	Government (Fed,St,Local)

- I CERTIFY THAT I AM A FOREIGN ENTITY / NON-RESIDENT ALIEN
 I CERTIFY THAT I AM PROVIDING AUTHORIZATION FOR THE ELECTRONIC ISSUANCE OF IRS FORM 1099

Owner/Officer 1	50%	Owner/Officer 2	0%	Trade Reference
Name:	David W. Pedersen	Name:		Name:
Title:	General Manager	Title:		Title:
Address:	4232 Las Virgenes Rd	Address:		Address:
City:	Calabasas State: CA	City:		City: State:
Zip:	91302 Phone: (818) 251-2100	Zip:		Zip: Phone:
Email:	dpedersen@lvmwd.com	Email:		Email:
SSN:	999-99-9999 DOB:	SSN:		DOB:

Underwriting Profile

Type Of Business:	MOTO	Seasonal:	False	Seasonal High Months:	
Business Description:	Water & Sanitation				
Return Policy:	Other	Days Until Product Delivery:	0		

*Company has obtained written authorization from the consumer to debit/credit consumer's depository account.
 **Company has obtained verbal authorization from the consumer to debit/credit consumer's depository account, but does not have written authorization.

Annual Volume:	\$16,000,000.00	Average Ticket:	\$180.00	Highest Ticket:	\$125,000.00
*Written:	100%	**Non-Written:	0%	Merchant:	20%
				Consumer:	80%

Authorization to ACH (must include voided business check)

Bank Name:	Phone:	City:	State:	CA	Zip:
Depository	Fees				

Virtual Check Fees

Description	Qty	Price	Transaction Fees	Tran Fee	Rate	Miscellaneous Fees
Total:			CCD Written		0.50	Statement Fee: 0.00
			CCD Non-Written		0.50	Minimum Fee: 0.00
			PPD Written		0.50	File Fee: 0.00
			PPD Non-Written		0.50	Reject Fee: 10.00
			WEB		0.50	Gateway Fee: 0.00
			ARC		0.50	Maintenance Fee: 0.00

Virtual Check Originators

**IMPORTANT NOTES: APPLICATION FEE INCLUDES CREATION OF UP TO FIVE (5) ORIGINATOR ID'S AS INDICATED BELOW.
 FEES WILL BE ASSESSED FOR ADDITIONAL ORIGINATOR ID'S.
 A VOIDED CHECK FOR EACH BANK ACCOUNT LISTED BELOW MUST BE ATTACHED.**

Description	Type	Comments	Disbursement	Fee	Reject
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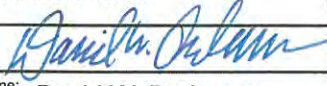

Execution of Agreement

By signing this agreement, the company certifies to Sage that it is authorized to sign this agreement. This agreement, together with the terms and conditions attached hereto, and incorporated herein by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements. The company hereby agrees to abide by all the provisions of this agreement.

1. All of the Company's application and expedite (if applicable) fee(s) will be non-refundable if Company cancels the Agreement before credit approval and/or installation.
2. This Agreement is not considered received until all documentation requirements and requests have been fulfilled by the Company.
3. The Signatory hereby gives permission to Sage to access his/her credit history via Trans Union, Equifax or other credit-reporting agency.
4. An authorized Officer of the Company has read and hereby acknowledges receipt of the terms and conditions to it.

In witness whereof the parties hereto have caused this agreement (including funds transfer instructions included herein) to be executed by their duly authorized representatives to be effective on the date set out below.

By signing this Agreement, the Company understands that outstanding sums due and owing to Sage, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in Fees or termination of this Agreement, per the attached Terms and Conditions. In the event of non-payment of any sums due, Sage reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same. By signing below, the Company represents that the information it has provided on this Agreement is complete and accurate.

Company Name: Las Virgenes Municipal Water District		SAGE PAYMENT SOLUTIONS	
OWNER PARTNER / OFFICER 1	OWNER PARTNER / OFFICER 2		
Signature: 	Signature:	Signature: 	
Printed Name: David W. Pedersen	Printed Name:	Printed Name: John Pfister	
Title: General Manager	Title:	Title: VP, Finance	
Date: 08/31/16	Date:	Date: 11/11/16	

As a primary inducement to Sage to enter into this Agreement, I, the undersigned Guarantor, absolutely and unconditionally guarantee the full and prompt payment of all Company's indebtedness and liabilities, and the performance of all Company's obligations, to Sage under this Agreement (the "Obligations"). I agree that upon Company's default I will pay Sage, in accordance with the terms and conditions of this Agreement, all fees and other sums payable by Company under this Agreement. Further, I acknowledge and agree that (i) this Guaranty will continue until the Obligations are fully and finally performed; (ii) this is a guaranty of payment and performance and not of collection, and in no case will Sage be required to attempt collection from Company or pursue any other remedy or action before collection from me; (iii) the provisions of the Agreement may be modified or waived without notice to or consent by me and without invalidating this Guaranty; (iv) this Guaranty will be governed by and construed in accordance with the laws of the Commonwealth of Virginia; (v) Sage is authorized to investigate any and all credit information pertaining to this Guaranty; (vi) I will be responsible for all legal fees and other costs that Sage incurs enforcing this Guaranty.

Signature:	Social Security #:	Affiliation with Company:
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**** EARLY TERMINATION:** If Company cancels this Agreement during the term or any agreed upon extension term, applicable early termination fees shall be due Sage. See Article V Section 5.01 of the attached terms and conditions for additional details.

Site Inspection

By the signature below, signatory verifies that (i) he/she has physically inspected the Business Premises; and (ii) the information stated in this Agreement is correct, to the best of his/her knowledge and is represented by her/his Company.

Sales Representative - Signature:	Sales Representative - Printed Name:	Date:
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TERMS AND CONDITIONS FOR SAGE PAYMENT SOLUTIONS VIRTUAL CHECK

The following terms and conditions govern Company's use of Sage Payment Solutions' ACH Processing Services (the "Services") for its virtual check products. The term "Sage" means "Sage Payment Solutions", a Virginia corporation. The term "Company" refers to the merchant receiving the Services. These are the terms and conditions referred to in the Sage Payment Solutions Virtual Check Merchant Processing Agreement attached hereto, the provisions of which are incorporated herein by reference. These terms and conditions and the attached application constitute the entire agreement between Sage and Company with respect to the subject matter hereof.

Sage is providing an Internet gateway to enable Company's customers to pay for goods and services by means of the Automated Clearing House ("ACH") process. This Agreement and Sage's Web site includes important disclosures and regulatory information that are associated with the Services. The Services allow Company to collect periodic payment receivables from its customer accounts ("Customer Accounts") through Sage Virtual Check and/or transfer credits to its customers through use of the ACH process; Sage will act as Company's agent to initiate credit, debit and adjustment Entries through an Originating Depository Financial Institution (the "Bank"), all pursuant to the terms of this Agreement, the provisions of Title 31 Code of Federal Regulations Part 210 and the operating rules of the National Automated Clearing House Association, as amended from time to time (collectively referred to herein as the "Rules"). Company agrees that it entering into this Agreement, that it will be bound by the Rules. Company understands that in order for the Services, including future services that may be available, to perform, Company is solely responsible for the hardware, software or other technology it uses to access the Services, which will be processed via ACH. Sage will not be responsible for any service difficulties resulting from Company's failure to possess technology adequate to use the Services.

TERMS & CONDITIONS

1. Definitions. Except as otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from the Company hereunder from which Sage prepares Entries.

2. Transmittal of Entries by Company. The Company will use reasonable efforts to provide computer readable information that is accurate, current and in the format specified in the Rules and in conformance with other requirements set forth by Sage, as the same may be amended from time to time, necessary to prepare debit and credit Entries in order to effect collection from and credit to Customer Accounts of the following types: ARC, PPD, WEB, CCD, TEL, POP, RCK. The Company shall update such information from time to time in order that it remains current and accurate at all times. The Company hereby authorizes Sage to initiate ACH credits, debits and adjustments to the Authorized Account. This authorization will remain in effect after termination of this Agreement until all of the Company's obligations to Sage have been paid in full. Confirmation from Sage of a credit or debit ACH transaction does not constitute a warranty that the Company will be paid for the transaction.

3. Processing and Transmittal of Entries. (a) Debits. Sage shall process Entries received from the Company to conform with the file specifications set forth in the Rules, transmit such Entries to the Bank for re-transmittal to the ACH Operator or other location designated by the Bank, all in accordance with the Rules and applicable regulations and operating circulars adopted or issued by the Federal Reserve Board or applicable Federal Reserve Bank, as in effect from time to time. Each Entry or File shall be delivered to Sage by an authorized representative of the Company in accordance with the processing instructions attached hereto. Provided the Company delivers the necessary data in accordance with the processing instructions and in an acceptable format, Sage shall initiate debit Entries to electronically debit Customer Accounts for settlement on the Effective Entry Date (or next banking day in the event that the Effective Entry Date falls on a non-banking day at the customer's depository institution), however if any Debit Entries are returned to Sage in accordance with

the Rules, or if any Debit Entries originated by you were unauthorized, Sage reserves the right to charge the amount of such Debit Entries to the Authorized Account. All Net Settlement Amounts (as defined in Section 16 below) shall be deposited into the account at the financial institution designated in the Application attached hereto to which Sage and the Company are parties ("Authorized Account"). (b) Credits. Provided the Company delivers the necessary data in accordance with the processing instructions and in an acceptable format and deposits immediately available funds into the Agent Account (as hereinafter defined) in an aggregate amount equal to the Entries to be transmitted, Sage shall initiate credit Entries to electronically credit Customer Accounts for settlement on the Effective Entry Date (or next banking day in the event that the Effective Entry Date falls on a non-banking day at the customer's depository institution). Unless such funds are timely received, Sage shall be under no obligation to transmit the related Entry (ies). Once an Entry is transmitted by Sage, the Company shall have no right to the cancellation or amendment of any Entry after its receipt by the Bank. However, Sage shall use reasonable efforts to act on a request by the Company for cancellation of such Entry (ies) prior to crediting a Receiver's account. Except in the case of payroll entries, *the total dollar amount of Credit Entries transmitted by the Company to the Bank on any one day shall not exceed Three Thousand U.S. Dollars (\$3,000).* The Company acknowledges and agrees that, if an Entry describes its customer or other Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by the Bank in the case of an "on-us" Entry) on the basis of the account number even if it identifies a person different from the named customer or Receiver, and that the Company's obligation to pay the amount of the Entry to Sage is not excused in such circumstances. Company agrees that Sage may withhold any amounts due to the Company from subsequent payments in the event of an overpayment by Sage to Company.

4. Authorizations: Prenotifications. The Company will obtain written authorizations for each requested Entry that it has received from its customers, or, in the event of an authorization for a TEL entry, the minimum information requirements in accordance with the Rules must be provided to Sage. The Company shall further retain the original or a microfilm record

for two (2) years after termination or revocation of such authorization, or in the case of an authentication made via telephone, the Internet or other on-line network, the Company must retain a copy of the authorization and a recorded record of the authentication. The foregoing authorizations shall be provided to Sage upon request. The Company agrees that, at its cost, it will periodically review its authentication techniques to ensure that its security measures are adequate, and make all necessary changes, to ensure that all authentication techniques are in accordance with all applicable laws, regulations and statutes and the Rules. Sage may, at its option, initiate a pre-notification entry for any ACH transaction. If Sage chooses to transmit pre-notification entries, it will not initiate live dollar entries until at least six (6) banking days following the settlement date of the pre-notification entry. Such notice shall be provided to the Bank in the format and on the medium provided in the Rules. After Sage has received notice that any such notification has been rejected by a receiving financial institution, or that a receiving financial institution will not receive Entries without having first received a copy of the authorization signed by its customer, Sage will not initiate any Entry to such customer unless and until the Company provides Sage and the receiving financial institution with such authorization within the time limits provided by the Rules. If individual ACH transaction values or the monthly total of the Company's ACH Debits and Credits exceeds Sage's standard limits, Company may request Sage to increase these limits by agreeing to additional underwriting review to be performed by Sage. If Rejects or Returns exceed two percent (2.0%) of total monthly transaction volume, Sage reserves the right to (i) adjust transaction fees and rates, (ii) require reserves, or additional reserves as defined in this Agreement; or (iii) to cease providing the Services described hereunder if Sage in its sole discretion determines that the Services provided to the Company hereunder contribute to an unacceptable volume of ACH returned items. Additional factors that may determine adjustment of fees, potential reserves or cancellation include average sale amount, processing volume, credit volume, and other factors that may affect the risk of fraud or merchant instability, in the sole discretion of Sage.

5. Rejects/Returns/Revocations of Authorization: Reserve Account. Sage shall notify the Company by

fax or electronic transmission of the receipt of a returned Entry from the ACH Operator no later than two (2) business days after such receipt. Except for an Entry transmitted by the Company in accordance with Section 3, Sage shall have no obligation to re-transmit a returned Entry or reinitiate an Entry without further evidence of valid authorization. *All returned Entries are each subject to an additional \$25.00 return fee, unless otherwise stated in this agreement.* Company hereby agrees, if so requested by Sage, to maintain a reserve with Sage with a sufficient balance in Sage's sole discretion to cover Returns, NSF, reversal of ACH transactions and similar debits and fees payable hereunder and any other liabilities of Company as specified in Section 16 ("Reserve Account"). Company authorizes Sage to establish and maintain reserves in such Reserve Account by means of offset from daily settlement activity or provide such reserve funds requested by Sage within 48 hours of the request. Company will pay to Sage the amount of any returned debit that cannot, for any reason in part or in whole, be debited against Company. Company understands that electronic funds transfers can be "charged back" or "returned" against the Originating Financial Depository Institution's account for up to 60 days following the statement date of the receiving institutions' transaction notification to customers' accounts for debit and credit entries. If the Company wishes to revoke an authorization, (other than for a POP, TEL and Single Entry WEB entries) it must do so directly with Sage and provide an executed affidavit to the RDFI that the debit entry has been revoked directly with Sage. Sage's Bank may request a copy of the affidavit within one (1) year of the date on which the adjustment entry was initiated by the RDFI.

6. Compliance with Laws and the Rules; Notification of Change. The Company and its principals understand the Rules, agree to be bound by, and shall comply with the Rules. Furthermore, the Company agrees to comply with all applicable Federal, state and local laws, rules and regulations as amended from time to time regarding the subject matter of this Agreement, including but not limited to the Federal Fair Credit Reporting Act and Regulation E, 12 CFR 205 et. seq., Regulation CC, Articles 4 and 4A of the Uniform Commercial Code, and the Electronic Funds Transfer Act. The specific duties of the Company provided in this Agreement in no way limit the foregoing undertaking. The Company agrees that it will promptly respond to all Reports of Possible ACH Rules Violation to Sage. Company bears the final responsibility to ensure that its consumers' policies and procedures meet the requirements of the Rules. The Company agrees to consult with its counsel regarding compliance of its authorization and payment procedures and its compliance with the Rules, and shall not rely on Sage for any advice with respect to compliance with the Rules, or any Federal, state, or local rule, statute, regulation or law.

Sage shall make reasonable attempts to provide the Company with a notification of change ("NOC") from the ACH Operator within two (2) business days following the Bank's receipt of same, if the Bank has provided Sage with the NOC. Sage shall, following receipt of an NOC, reserve the right not to re-transmit

or reinitiate an Entry without confirmation that the Entry is accurate.

6.01 IRS Withholdings and Reporting. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as Sage, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Company processing through Sage. Company shall verify its identity by providing Sage with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Company Account. In the event Company fails to provide its TIN, Sage will place a restriction on Company's Account and may restrict the receipt of funds into Company's Account, or withhold a percentage of payments deposited into Company's Account in order to satisfy the backup withholding requirements of the IRS.

7. Rejected Entries. Sage shall use reasonable efforts to notify the Company of a rejected Entry by fax or electronic transmission no later than the following business day such Entry would have been transmitted by Bank or ACH Operator to Sage. Regardless of the reason for a rejected Entry, it shall be the responsibility of the Company to remake such Entries or provide sufficient data for Sage to remake the same; provided, however, that Sage shall remake such Entries in any case where such rejection by the ACH was due to mishandling of such Entries by Sage and sufficient data is available to Sage to permit it to remake such Entries. The Company shall retain and provide Sage on request all information necessary to remake any file of Entries for three (3) days after the midnight of the Settlement Date.

8. Reversals; Erroneous Entries. The Company shall be responsible for monitoring the accuracy of all transmittals and of notifying Sage of any duplication or error requiring correction. The Company shall not knowingly transmit any false information. Sage may assess a processing fee of up to \$500 per occurrence for each instance in which it proves that the Company has knowingly transmitted false information as part of an Entry. If the Company discovers that any Entry it has initiated was in error, it must notify Sage within 24 hours of the discovery of the error. If such notice is received no later than three hours prior to the ACH receiving deadline, Sage will utilize reasonable efforts to initiate a reversing Entry or stop payment of any "on us" Entry within the time limits provided by the Rules. If such notice from the Company is received after the time provided above, Sage would utilize its reasonable efforts on behalf of the Company. Except for an Entry transmitted by the Company in accordance with Section 3, Sage shall have no liability for and shall be indemnified (including attorneys' fees and costs) by the Company for its efforts to affect an adjusting Entry or stop payment.

9. Marketing Materials; Use of Sage Marks; Company's Marks. The Company shall have a non-exclusive license to use Sage marketing materials containing the Sage name, service mark, symbols, and logos associated therewith as may be supplied by Sage from time to time including but not limited to EFTCash® Sage™, Sage Virtual Check™, and Sage

Gateway™ (the "Sage Marks"). The Company will use the Sage Marks only in a manner and form approved by Sage. Company is granted by Sage the right to use the Sage logo unaltered on its web-site in the reasonable representation of the Company's use of the Services until such time as this Agreement is terminated and solely in the connection with the solicitation of its customers' agreement to utilize the Services provided hereunder. All right, title, ownership and interest in and to the Sage Marks remain with Sage, and upon termination of this Agreement, the Company shall have no further right to the use of the Sage Marks, shall immediately cease all use and display thereof, and shall return to Sage all such marketing materials provided by Sage and remaining in Company's possession. If at any time during the term of this Agreement, Sage determines that the Company is not utilizing the Sage Marks in accordance with the terms of this Agreement, Sage may demand that the Company cease and desist from all use of the Sage Marks and return all such marks directly to Sage. The Company is fully responsible for the content of its web site and for the advertising and promotion through any media of all of its offerings. The Company certifies and represents to Sage that it is the owner or that it has full right and authority to use and disseminate all information, data, graphics, text, video, music or other intellectual property which either forms a part of its web-site, which is provided by Company to its consumers, or which is used by Company in its advertising or promotion.

10. Acceptance of ACH Rules. In order to facilitate the Company's compliance hereunder with the Rules and with applicable law, subject to the limitations set forth in Paragraph 6, Sage may provide certain materials, and forms ("Materials") and may make available appropriate personnel as it deems appropriate to assist the Company to maximize their use of the Services offered hereunder. The Company further acknowledges that it is an Originator under the Rules. All Materials are provided solely for the convenience of the Company, and Sage makes no representation or warranty as to the legal sufficiency thereof and assumes no liability therefore, and Company represents and warrants that it will have its own legal counsel review the sufficiency thereof and will rely on its own business and legal judgment in determining to what, if any, extent it wishes to utilize Sage Materials. All such forms shall be printed at the sole expense of the Company and all unused Materials shall be returned to Sage or destroyed by the Company upon termination of this Agreement.

11. Data Retention; Verification and Security. The Company shall retain data on file adequate to permit remarking of Entries for seven (7) banking days following the date of their transmittal by Sage as provided herein, and shall provide such data to Sage upon its request. For Internet-initiated Entries, the Company represents and warrants that it shall ensure that the financial information it receives is protected by security practices and procedures that include (i) physical security to protect against theft, tampering or damage, (ii) personnel and access controls to protect against unauthorized access and use, (iii) network security to ensure secure capture, storage and distribution, (iv) 128-bit encryption technology for

Internet transactions, (v) commercially reasonable fraud detection systems, (vi) procedures to verify routing numbers and authenticate consumer identity, and procedures to establish credit-worthiness and exposure limits for its customers. Company agrees that it shall conduct or have conducted annual audits to ensure that the financial information it obtains from its customers is protected by security practices and procedures that include, at a minimum level, the practices set forth in (i) through (iii), hereinabove. For each Entry initiated in response to a telephone authorization from a consumer, Company represents and warrants that its has employed commercially reasonable procedures to verify the identity of the consumer; and that it has utilized commercially reasonable procedures to verify that each routing number is valid.

12. Representations and Warranties of Company.

The Company represents, warrants and agrees that (a) All information contained in this Agreement, any application or in any other documents delivered to Bank and/or Sage in connection therewith is true and complete and properly reflects Company's business, financial condition and principal partners, owners or officers; (b) this Agreement (i) has been duly authorized, and delivered by the Company; (ii) is in full force and effect; (iii) the person executing this Agreement is duly authorized to bind the Company to all provisions of this Agreement; and (iv) such person is authorized to execute any and all documents and to take any action on behalf of the Company which may be required by Sage now or in the future; (c) this Agreement does not violate any law or conflict with any other agreement to which the Company is bound; (d) There is no action, suit or proceeding pending or threatened which if decided adversely would impair Company's ability to carry on its business substantially as it is now being conducted; (e) the Company has obtained all necessary regulatory approvals, licenses and certificates to provide any services that it intends to offer; (f) the Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, regardless of the nature of the laws and regulations, and shall continue to comply with all applicable laws and regulations that may apply to it in the future; (g) Company shall be bound by and comply with the Rules as in effect from time to time and acknowledges that Entries may not be initiated that violate the Rules, or laws of the United States; (h) it shall pay all taxes and other charges imposed by any governmental authority on the Services provided under this Agreement (i) each person shown as the Receiver on an Entry received by Sage from Company has authorized the initiation of such Entry and the crediting and/or debiting of such person's account in accordance with the Rules, by Regulation E or other applicable law and this Agreement in the amount and on the Effective Entry Date shown on such Entry, and the Company will retain all of such authorizations for a period of six (6) years after their termination or revocation or for such longer period as may be required by the Rules or applicable law and provide a copy to Sage upon request; (j) such authorization is valid at the time of transmittal or crediting/debiting by Sage as provided herein and has not been revoked by operation of law or otherwise; (k) Entries transmitted to Sage by Company

are limited to those types of credit and debit Entries set forth in Schedule A, and is for an amount which, as of the applicable Settlement Date, will be due and owing, has been specified to be paid, or is a correction of a previously transmitted erroneous Entry; (l) except as otherwise notified by Company, each of the Customer Accounts is a "consumer account" within the meaning of Federal Reserve Board Regulation E; (m) all transactions submitted hereunder are bona fide; (n) Company has never been terminated for cause from an agreement in which the Services contemplated herein are provided; (o) this Agreement constitutes the legal, binding and enforceable obligation of Company, enforceable in accordance with its terms; (p) each Entry conforms in all respects to the Rules and applicable law; and (q) Company authorizes Sage to audit its records to confirm compliance with this Agreement. All Sage instructions as set forth in this Agreement or in any schedule shall be complied with by Company. Non-compliance may result in immediate implementation of non-compliance fines and/or cessation of service by Sage.

13. Liability: Limitations on Liability. Sage shall be responsible only for performing the Services expressly provided for in this Agreement, and may be liable only for its gross negligence in performing those Services. Sage shall not be responsible for the acts or omissions of the Company or its owners, directors, officers, employees or representatives (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the Company) or those of any other person, including, without limitation, the Bank, any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Sage's agent. Sage also will not be responsible for any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communication, networks, legal constraints or other events beyond its control. Because of the difficulty of determining actual damages for any failure of Sage to perform its obligations under this Agreement, the parties agree that the extent of any damages hereunder, if any, shall be limited in amount to the greater of the Minimum Transaction Processing Fees or the amount of the Transaction Processing Fees based upon the Schedule of Charges (Fees) attached to this Agreement paid for the one calendar month preceding the month in which the loss occurred. IN NO EVENT SHALL SAGE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH THE COMPANY MAY INCUR OR SUFFER IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM SAGE'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. SAGE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE

SERVICE, ITS USE AND THE RESULTS OF SUCH USE. Without limiting the foregoing, Sage specifically disclaims any warranty (i) that the service will be uninterrupted or error-free, (ii) that defects will be corrected, (iii) that security methods employed will be sufficient, or (iv) the service will be correct, accurate or reliable. In addition, Sage shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve Board guidelines or if Sage otherwise would cause the violation of any provision of any risk control program of the Federal Reserve Board or any rule or regulation of any other US governmental regulatory authority. Sage's liability for loss of interest resulting from its unexcused error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Sage's option, payment of such interest may be made by crediting the Authorized Account resulting from any claim for which Sage is liable for under this Section 13.

14. Indemnification. The Company shall be liable for and shall indemnify and hold harmless Sage and the Bank and their employees, officers, directors, agents and affiliates from and against any claim, loss, damage, penalty, cost or expense (including attorneys' fees and expenses) resulting or arising from (a) any breach of any of the representations, warranties and agreements of the Company contained in this Agreement, (b) any claim of any person whatsoever of whatever nature arising out of this Agreement, and for all attorneys' fees and other costs or expenses paid by Sage in the enforcement of this Agreement, including, but not limited to those resulting from any transaction processed under this Agreement and/or (c) any costs or expenses incurred by Sage related to any bankruptcy filing that Company may file. If any of the Entries that are on Sage's system belonging to Company are subpoenaed by legal process or otherwise, Sage shall use reasonable efforts to notify Company. If Company does not respond in a timely manner, and/or thirty (30) days elapses from Sage's receipt of subpoena, Sage may produce records in accordance with the subpoena. Notwithstanding the foregoing, should Company request that Sage not produce any records in response to a valid subpoena, Company shall indemnify and pay all costs incurred, including attorneys' fees that Sage incurs in opposing the subpoena. Sage shall estimate the costs and attorneys' fees of opposing the subpoena, and Company shall pay those fees and costs to Sage BEFORE Sage has any obligation to take any action to oppose the subpoena. If Company fails to pay the costs and fees in advance, Sage shall have no obligation to oppose the subpoena and may respond to it in accordance with its terms. Should Company pay Sage's fees and costs in advance, Sage shall oppose the subpoena but does not warrant whether it will be successful in doing so,

15. Compensation. The Company shall pay Sage the fees and charges for the Services rendered hereunder in accordance with the Fees and Charges as set forth in this Agreement. Such fees and charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar

taxes relating to the Services provided for herein, and any fees or charges provided for in any related account agreement with the Bank. The fees and charges are subject to change upon 30 days' prior written notice (by electronic or U.S. mail) to the Company. Upon receipt of any notice of fee increase, the Company may, by written notice to Sage given at least 10 days prior to the effective date of any such fee increase, terminate this Agreement as set forth in Paragraph 17. In such event no cancellation fees will be charged. The effective date of termination shall be no later than 90 days following the date of the Company's notice. Any such fee increase shall not be effective with respect to the Company during the notice period. If Company does not terminate the Agreement, it shall be deemed to have accepted the fee and cost increase.

16. Collection of Amounts from Debit Entries and Fees. Concurrent with the execution and delivery of this Agreement, Sage shall have established a fiduciary account and a ledger account on its books in connection with its master account, titled "Sage Corporation/Fiduciary" (the "Agent Account") with the Bank(s) into which funds received from Customer Accounts shall be credited and from which funds may be debited by Sage for settlement in accordance with this Agreement. Within 5 days of the Settlement Date of the respective debit Entries initiated by it hereunder (or such longer period as may be required by Sage as a condition to acceptance of this Agreement, which shall be specified in a written notice to the Company), Sage shall direct the remittance to the Company of the aggregate amount of such debit Entries less (i) all applicable fees and charges payable to Sage under this Agreement or required by Sage to fund or replenish the reserve established hereunder and (ii) the amount of rejected Entries and returns of debit Entries (the "Net Settlement Amount"). Periodic and other single charges payable hereunder shall be deducted from the first transmittal of Entries received during the period in which the fee or charge is payable. From time to time, Sage shall debit the Agent Account, the Authorized Account, or related clearing account for fees and charges earned under this Agreement and for any returns not previously deducted. The Company authorizes Sage and Bank to debit via ACH the Agent Account, the Authorized Account, the Reserve Account, any other account the Company has with Sage, an affiliate or subsidiary of Sage, Bank or at any other financial institution as an offset for any amount the Company owes under this Agreement or under any other contract, note, guaranty, or dealing of any kind now existing or later entered into between the Company and Sage or any subsidiary or affiliate, whether the Company's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event such ACH does not fully reimburse Sage and Bank for the amount owed, the Company will immediately pay Sage and Bank such amount. The Company acknowledges that this Agreement is an agreement pursuant to which Sage is extending the Company financial accommodations within the meaning of Section 365(c) of the Bankruptcy Code. In the event Company becomes a debtor in any bankruptcy or similar proceeding, this Agreement cannot be assumed or enforced by any other person

and Sage shall be excused from any further performance hereunder.

17. Term. Except as otherwise provided herein for earlier termination, the initial term of this Agreement shall be three (3) years commencing as of the Effective Date hereof and shall be automatically renewed for additional two (2) year terms, unless either party gives to the other party written notice of its intention not to renew at least ninety (90) days prior to the expiration of the then current term. The effective date ("Effective Date") shall be defined by the date the contract is ratified by Sage. *Upon receipt of any material modification to this Agreement as set forth in Paragraph 15, the Company may terminate this Agreement within seven calendar days after delivery of notice of termination to Sage.* Notwithstanding the foregoing, this Agreement shall not terminate beyond the term of Sage's agreement with the Bank for the origination of ACH entries.

18. Default; Termination. Sage shall have the right to immediate termination of this Agreement if the Company's representations and warranties contained in this Agreement are not true and correct both on the day made and at any time during the term of this Agreement. Sage may also cancel any account for any customer of Company or Company if it participates in any illegal, unethical or other unacceptable behavior that Sage, in its sole discretion, deems to adversely reflect on Sage's reputation, and either party may terminate this Agreement if the other party (i) is in default of any obligation under this Agreement (which shall include nonpayment of fees and charges) and such default has continued for fifteen (15) days following notice and opportunity to cure, (ii) files or suffers the filing of a petition for relief under the bankruptcy laws or (iii) makes an assignment of all or substantially all of its assets for the benefit of creditors. Any termination of this Agreement shall not affect any of the obligations of either party arising prior to such termination. Notice of termination must be given in writing by Company. Upon termination of this Agreement by Company during the Initial Term or any Renewal Term, Company shall pay to Sage a Termination Fee of Twenty-Five (\$25.00) Dollars for every month remaining in any such term ("Termination Fee"), except that a Termination Fee shall not be owed to Sage in the event of a termination for a fee increase as set forth in Paragraph 15. Upon termination as set forth in this Paragraph, the Company shall notify Sage of the effective date of such termination, and any processing fees due to Sage must immediately be paid upon notice of cancellation. Sage shall retain in the Agent Account for a period of no less than one hundred fifty (150) days following termination an amount in reserve sufficient, in its sole discretion, to pay for any items returned subsequent to the effective date of termination to cover return items. Accounts are not closed until the account balance is paid in full. Sage is hereby authorized to draft from Company's bank account the amount of all fees due upon cancellation. During this period, Sage shall forward to the Company return item verifications as they are received. At the expiration of such period, Sage shall return any remaining funds owed the Company or invoice the Company for any return item amount still due it. Any

termination by Company will not affect Sage's rights or obligations arising before the termination.

19. Status of Sage. The parties hereto acknowledge and agree that Sage is acting solely in the capacity of data processing agent for the Company, has no responsibility for providing any funds to the Bank to cover any Entry it transmits on behalf of the Company, and the Company, any accounts established by the Company, hereunder or otherwise, and/or the Guarantor(s) are liable for any and all compensation due Sage for its Services as agent.

20. Security Procedures; Confidentiality. The Company agrees to comply with the procedures established by Sage or the Bank for security as are communicated to it either orally or in writing and will contact Sage immediately if it has reason to believe that confidentiality has been or is likely to be breached.

21. Notices. All notices, requests and other communications under or in connection with this Agreement shall be in writing and shall be given by electronic mail, facsimile transmission, express carrier or United States registered or certified mail, addressed to the applicable party or parties at the address provided to the other or as set forth above, or at such other address as may be designated by notice as provided herein. Any such communication shall be effective upon its receipt.

22. Binding Agreement; Third Party Beneficiary. The terms of this Agreement shall be binding upon and inure to the benefit of each party hereto and its respective successors and permitted assigns. The Company agrees that the Bank shall be a third party beneficiary of this Agreement and, without limitation as to other rights as a third party beneficiary, shall be entitled to rely on the representations, warranties and agreements of the Company as if made in a written agreement directly between the Bank and the Company. Except as expressly contemplated by herein, this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto and the Bank.

23. Amendment. From time to time Sage may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day in order to comply with modifications to applicable laws and regulations and the Rules. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in Sage's notice to the Company.

24. Assignment. The Company may not assign this Agreement or any of the rights or obligations hereunder, without the prior written consent of Sage, which consent shall not be unreasonably withheld.

25. Entire Agreement; Headings. The terms and conditions contained herein together with the Agent Account, application, Authorized Account and any exhibits hereto constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersede any prior agreement or understanding and except as set forth herein, may only be modified in writing executed by all parties. In the

event of any inconsistency between the terms of this Agreement and any Materials/Instructions provided by Sage, the terms of this Agreement shall govern. Headings contained in this Agreement are used for reference purposes only and are not a part and shall not affect the construction or interpretation of this Agreement.

26. Credit and Financial Inquiries. (a) Company authorizes Sage to make, at any time, any credit inquiries which either may consider necessary to accept or review acceptance of this Agreement subsequent to Sage's acceptance of this Agreement. Such inquiries shall include, but are not limited to, a credit check of the business including its proprietor, partners, principal owners or officers. If requested to do so by Sage, Company shall provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements income tax and business tax returns and other financial information as Sage may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices

27. Severability. In the event performance of the Services required hereunder would result in a violation of any present or future statute, regulation or government policy to which Sage is subject, then any provision of this Agreement the performance of which would constitute such a violation shall be deemed null and void, and this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Sage shall incur no liability to the Company as a result of its performance in accordance with any such amendment.

28. Survival. All representations, warranties, covenants, and agreements of the Company contained herein shall survive the execution, delivery and termination of this Agreement.

29. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to choice of law rules. The Company consents to the jurisdiction and venue of the United States District Court for the Eastern District of Virginia and the courts of general jurisdiction of Fairfax County, Virginia as applicable, to the exclusion of all other forums. **EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HERewith, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. COMPANY ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be

deemed an original, but all of which together shall be deemed to be one and the same instrument. A facsimile signature will be binding and legal in all respects as if it were an original signature to the Agreement.

31. Consent to E-Mail Communications. By entering into this Agreement with Sage the Company is consenting to the receipt of electronic mail ("e-mail") from Sage.

32. Non-Compliance. Non-compliance with the terms of this Agreement could result in immediate implementation of non-compliance fines to Company and/or cessation of the service described hereunder by Sage.

33. Appointment as Agent. The Company desires to effect settlement of credits and debits from the clearing account of Sage by means of ACH as anticipated by Agreement. In accordance with this desire, the Company authorizes Sage to initiate debit and credit entries to the Authorized Account. By signing this authorization, the Company states that it has authority to agree to such transactions and that the Authorized Account indicated is a valid and legitimate account for the handling of these transactions. This authority is to remain in effect until Sage receives written notice from the Company withdrawing it. This authorization is for the payment of fees, returns, credit collections, and disbursements. The Company also certifies that the appropriate authorizations are in place to allow the Company to authorize this method of settlement.

34. Authorization and Notification Requirements. Transactions processed through the Automated Clearing House (ACH) are strictly controlled by Governmental Regulations and monitored by the Federal Reserve. The Company must have appropriate authorization from Receivers for initiation of Entries. The following directive is offered to promote accuracy and standardization for authorization requirements: A statement authorizing the Originator (Company) to initiate credit or debit entries to the consumer's account and authorizing the RDFI to accept and post them to such account including (i) Account and Routing numbers must be accurately stated; (ii) date and signature(s) are required, except that in the case of Internet or other electronically initiated transactions, there must be evidence of similar authentication by the Receiver ; (iii) Originators (Companies) must ensure that the consumer is completely aware of the nature of the product or service that he or she is purchasing; (iv) provisions that permit the consumer to terminate the authorization by written notification to the Originator (Company) in such time and manner to afford the Originator (Company) and the RDFI reasonable opportunity to act on such notification. In an application where the debit amount varies, specific additional requirements apply. If a pre-authorized debit transfer varies from a previous transfer relating to the same authorization or from a fixed pre-authorized amount, the Originator (Company) must mail to the customer or deliver to him written notice of the amount and scheduled date of the transfer at least ten (10) calendar days before the scheduled transfer date. Additionally, if the Originator (Company) informs the consumer of the right to receive notice of

all varying transfers, the consumer may elect to receive notice only when a transfer does not fall within a specified range of amounts; or, alternately, the consumer may elect to receive notice only when a transfer differs from the most recent transfer by more than an agreed upon amount.

35. Attorneys Fees. Company will be liable for and will indemnify and reimburse Sage for all attorneys' fees and other costs and expenses paid or incurred by Sage in the enforcement of this Agreement, or in collecting any amounts due from the Company to Sage or resulting from any breach by Company of this Agreement.

36. Security Interest. TO SECURE ALL OBLIGATIONS OF COMPANY TO SAGE ARISING FROM THIS AGREEMENT, COMPANY HEREBY GRANTS SAGE A LIEN AND SECURITY INTEREST IN ALL TRANSACTIONS AND ITEMS SUBMITTED FOR PROCESSING, ALL RIGHTS RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL AMOUNTS DUE COMPANY, ALL DEPOSITS REGARDLESS OF SOURCE, TO ANY OF COMPANY'S ACCOUNTS ESTABLISHED AS SET FORTH IN THIS AGREEMENT OR OF ANY PARTY SIGNING THIS AGREEMENT PERSONAL GUARANTY (THE "SECURED ASSETS"). Said security interest may be set off or otherwise be exercised by Sage without notice or demand of any kind. The exercise of this security interest shall be addition to any other rights of Sage under the Uniform Commercial Code, this Agreement, applicable laws or in equity. The parties specifically acknowledge and affirm that pursuant to the Uniform Commercial Code of Virginia, this Agreement shall constitute a security agreement and that Sage has a general lien upon the accounts described in this Agreement and right of offset against all funds that may be due to Company, which shall stand as one continuing collateral security for the timely performance of Company's obligations to Sage. Sage shall also have the right to require the Company to furnish such other and different security, as Sage shall deem appropriate in its sole discretion in order to secure Company's obligations under this Agreement. Company agrees to execute any documents or take any actions required in order to comply with and perfect any security interest under this Section at Company's cost. To the extent permitted by law, Company authorizes Sage to execute any financing statement or other documents relating to this security interest. Company represents and warrants that no other party has a security interest or lien in the Secured Assets.

37. Force Majeure. Sage shall not have any responsibility and shall incur no liability for any failure to carry out, or any delay in carrying out, any of its obligations under this Agreement resulting from acts, omissions, or inaccuracies of third parties not under its reasonable control, acts of God (including, but not limited to, fire, floods or adverse weather conditions), labor difficulty, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions or any other cause beyond its reasonable control.



1750 Old Meadow Road
Suite 300
McLean, VA 22102
Phone: (800) 261-0240

MERCHANT PROCESSING APPLICATION

Referral:
Lead Source: None

SAGE PAYMENT SOLUTIONS

Sage Payment Solutions is a registered ISO/MSP of BMO Harris Bank N.A. ®

Settlement Bank:	BMO Harris Bank N.A.	Auth Network:	Visanet/TSYS	Settle Network:	Vital
Office:	Invoice Cloud, Inc.	Office Phone:	7818483733233	Application ID:	225946
Application Date:	8/11/2016 11:01:47 AM	Contractor Name:	Carolyn Ambrose	Association:	Invoice Cloud, Inc.

General Information

Type of Ownership:	Government (Fed,St,Local)	Business Open	1/1/1958	Existing MID:	
Legal Business Name:	Las Virgenes Municipal Water District			Business Name:	Las Virgenes Municipal Water District
Mailing/Billing Address:	4232 Las Virgenes Rd			Location Address:	4232 Las Virgenes Rd
City:	Calabasas	State:	CA	Zip	91302
Phone:	(818) 251-2100	Fax:	(818) 251-2109	Phone:	(818) 251-2100 Fax (818) 251-2109
Contact:	David W. Pedersen	Email:	dpedersen@lvmwd.com	Customer Service Number:	(818) 251-2109
D & B:	Web Site: http://www.lvmwd.com/				

Number of Locations:

Tax Information

Name (as it appears on your Federal Tax Return):	Las Virgenes Municipal Water District				
Federal Tax ID:	952212398	State Filed:	CA	Type of Ownership:	Government (Fed,St,Local)

I CERTIFY THAT I AM A FOREIGN ENTITY / NON-RESIDENT ALIEN

I CERTIFY THAT I AM PROVIDING AUTHORIZATION FOR THE ELECTRONIC ISSUANCE OF IRS FORM 1099

Owner/Officer 1	50%	Owner/Officer 2	0%
Name:	David W. Pedersen	Name:	
Title:	General Manager	Title:	
Address:	4232 Las Virgenes Rd	Address:	
City:	Calabasas	State:	CA
Zip:	91302	Phone:	(818) 251-2100
Email:	dpedersen@lvmwd.com	Email:	
SSN:	999-99-9999	DOB:	

Disclosure

Member Bank (Acquirer) Information	
Acquirer Name:	BMO Harris Bank N.A
Acquirer Address:	150 N. Martindale Rd Suite 900
Acquirer City:	Schaumburg
Acquirer State, Zip:	IL, 60173
Acquirer Phone:	(847) 240-6600

Important Member Bank (Acquirer) Responsibilities	
1.	A Discover/Visa/MasterCard/American Express Member is the only entity approved to extend acceptance of Discover/Visa/MasterCard/American Express products directly to a merchant.
2.	A Discover/Visa/MasterCard/American Express Member must be a principal (signer) to your Merchant Agreement.
3.	The Discover/Visa/MasterCard/American Express Member is responsible for educating Merchant on the pertinent Discover/Visa/MasterCard/American Express Operating Regulations with which the Merchant must comply.
4.	The Discover/Visa/MasterCard/American Express Member is responsible for and must provide settlement funds to the merchant.
5.	The Discover/Visa/MasterCard/American Express Member is responsible for all funds held in reserve that are derived from settlement.

Merchant Information	
Merchant Name:	Las Virgenes Municipal Water District
Merchant Address:	4232 Las Virgenes Rd
Merchant City:	Calabasas
Merchant State, Zip:	CA, 91302
Merchant Phone:	(818) 251-2100

Important Merchant Responsibilities	
1.	Ensure compliance with cardholder data security and storage requirements
2.	Maintain fraud and chargeback rates below the thresholds.
3.	Review and Understand the terms of the Merchant Agreement
4.	Comply with Discover/Visa/MasterCard Operating Regulations.

THE RESPONSIBILITIES LISTED ABOVE DO NOT SUPERCEDE TERMS OF THE MERCHANT AGREEMENT AND ARE PROVIDED TO ENSURE THE MERCHANT UNDERSTANDS SOME IMPORTANT OBLIGATIONS OF EACH PARTY AND THAT THE DISCOVER/VISA/MASTERCARD MEMBER (ACQUIRER) IS THE ULTIMATE AUTHORITY SHOULD THE MERCHANT HAVE ANY PROBLEMS.

X David W. Pedersen
MERCHANT SIGNATURE

David W. Pedersen General Manager 08/31/16
MERCHANT PRINTED NAME & TITLE DATED

PLEASE NOTE The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.



Underwriting Profile

Type Of Business:	MOTO	Seasonal:	False	Seasonal High Months:	
Business Description:	Water & Sanitation				
Return Policy:	Other	Days Until Product Delivery:	0		
Monthly Volume:	\$250,000.00	Method of Sales		% of Products Sold	
Average Ticket:	\$180.00	Card Present Swiped	0%	Consumer Sales	80%
Highest Ticket:	\$125,000.00	Card Present keyed	10%	Business Sales	20%
Discount Paid:	Monthly	Card Not Present	90%	Government Sales	0%

Billing Questionnaire

Please explain your billing / delivery policy:

- Full payment upfront with 0 days until product / service delivery.
- Partial payment required up front with 0.00 % and within 0 days until final product / service delivery.
- Payment received after product / service is provided.

If product / service delivery requires recurring billing, please explain available billing options:

- Monthly
- Quarterly
- Semi-Annually
- Annually

Is any part of your business outsourced to a third-party ?

- YES
 - NO
- If YES, please explain :

Authorization to ACH (Checking accounts only . Must include voided business check for each account)

Bank Name: _____ Phone: _____ City: _____ State: CA Zip: _____
 Depository _____ Fees _____

Interchange

- Cost Plus (CP)
- Interchange at pass-through (IPT)
- FANF CP/CNP (Varies*)

* FANF CP and FANF CNP are based on prior month's Visa CNP volume, number of locations processing Visa and Tax ID. For further information on the FANF and MSP Network Fee, please go to www.merchantnetworkfee.com.

Accept?	Card Type	Rate 1	Discount Per Item	Qualification Exceptions (If Applicable) Rate 1 Plus
<input checked="" type="checkbox"/>	Visa	0.000 %	Bankcard = 0.000 Check Card = 0.000	Interchange at Pass Through
<input checked="" type="checkbox"/>	MasterCard	0.000 %	Bankcard = 0.000 Check Card = 0.000	Interchange at Pass Through
<input checked="" type="checkbox"/>	Discover	0.000 %	Bankcard = 0.000 Check Card = 0.000	Interchange at Pass Through
<input checked="" type="checkbox"/>	AMEX	0.000 %	Bankcard = 0.000 Check Card = 0.000	Interchange at Pass Through

By checking this box merchant opts out of receiving future commercial marketing communications from American Express.

* Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express

Authorization Fees (Charged By Processor)

Type	Per Item Fee
Visa/MasterCard	Auth: \$0.50 AVS Fee : \$ 0.000
American Express	Auth: \$0.50
Discover	Auth: \$0.50
JCB	Auth: \$0.00
Carte Blanche	Auth: \$0.00
Pin Debit	Auth: \$0.45
EBT	Auth: \$0.00
ARU	Auth: \$0.00
Voice Auth	Auth: \$0.75

Other Entitlements

Card Type	Status	Account
Carte Blanche	None	
JCB	None	
American Express	New	
Discover	New	

PLEASE NOTE

The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.



Personal Guaranty

In consideration of Bank and Sage Payment Solutions' acceptance of the Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Sage Payment Solutions under the Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and Sage Payment Solutions for all funds due from Merchant pursuant to the terms of the Agreement. This is a guaranty of payment and performance and not of collection, and in no case will Sage Payment Solutions be required to attempt collection from Company or pursue any other remedy or action before collection from Guarantor. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, including California Civil Code Sections 2787 to 2856, inclusive (or any similar suretyship laws), and further waives any and all rights, defenses or notices arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and / or any change in any interest or discount rate or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is an officer or shareholder to the Merchant and party to the Agreement, and unconditionally and specifically authorizes Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank or Sage Payment Solutions from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Sage Payment Solutions in connection with the enforcement of this Guaranty. Guarantor further acknowledges that, as used in this paragraph, "Bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

X _____, An Individual Date _____, An Individual Date _____
Signature Signature

Print Name Print Name

**** EARLY TERMINATION:** If Company cancels this Agreement during the term or any agreed upon extension term, applicable early termination fees shall be due Sage. See Article V Section 5.01 of the attached terms and conditions for additional details.

Site Inspection Information (To be completed by Sales Rep)

I HAVE PERSONALLY CONDUCTED A SITE INSPECTION FOR THIS MERCHANT, VISUALLY INSPECTED THE MERCHANT'S INVENTORY (IF APPLICABLE) AND REPRESENT THE INFORMATION IN THIS MERCHANT APPLICATION IS ACCURATE AND COMPLETE

Location Type: Retail Store Office Industrial Residence Trade Other (describe)
Merchant: Owns Lease Business

SALES REPRESENTATIVE - SIGNATURE SALES REPRESENTATIVE PRINTED NAME & TITLE DATED

PLEASE NOTE The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.



TERMS AND CONDITIONS OF MERCHANT AGREEMENT

These are the Terms and Conditions of Merchant Agreement referred to in the Merchant Processing Application ("Application") by and between Sage Payment Solutions, Inc. ("SPS"), BMO Harris N.A. ("Bank"), and the applicant ("Merchant") who has submitted the executed Application.

ARTICLE I – ADDITIONAL DEFINITIONS

- 1.01 "Account" means a bank account maintained by Merchant as set forth in Section 6.10 for the crediting of collected funds and the debiting of fees and charges pursuant to this Agreement.
- 1.02 "ACH" means the Automated Clearing House paperless entry system operated by the Federal Reserve.
- 1.03 "Agreement" means the Application including the Schedule of Fees, these Terms and Conditions of Merchant Agreement with all exhibits and attachments, and any supplementary documents indicated herein, as amended from time to time, all of which constitute the Agreement.
- 1.04 "American Express" means American Express Travel Related Services Company, Inc.
- 1.05 "American Express Merchant Operating Guide" means the rules and regulations available at www.americanexpress.com/merchantsguide (or any successor or replacement website), as they may be amended from time to time by American Express.
- 1.06 "Authorization" means a computerized function or a direct phone call to a designated number to obtain credit approval for individual Transactions from the Card Issuer.
- 1.07 "Card" means any account or evidence of an account issued to a Cardholder under license from a Payment Brand, any or representative or member of a Payment Brand, that Merchant accepts as payment from Cardholders for goods or services. Cards include, but are not limited to, credit and debit/check cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts and any other payment instrument with an embedded microcomputer EMV chip.
- 1.08 "Cardholder" (also referred to as "Card Member" in some Payment Brand materials) means the person whose name is embossed upon the face of the Card and who purports to be the person in whose name the Card is issued.
- 1.09 "Card Issuer" means the financial institution or company, which has provided a Card to the Cardholder.
- 1.10 "Chargeback" means the procedure by which, and the value of, a Sales Draft (or disputed portion thereof) returned to Bank by a Card Issuer.
- 1.11 "Credit Voucher" means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.
- 1.12 "Debit Card" means a plastic card used to initiate a debit Transaction, used primarily to purchase goods or services and obtain cash, for which the Cardholder's bank account is debited by the issuer.
- 1.13 "Discount Fee" means a fee charged on all Transactions that is payable by Merchant to SPS for processing Merchant's Transactions.
- 1.14 "Discover" means DFS Services, LLC.
- 1.15 "EMV" means Europay, MasterCard and Visa.
- 1.16 "Imprint" means: (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically printing a Sales Draft.
- 1.17 "MasterCard" means MasterCard International Incorporated.
- 1.18 "Payment Brand" means any payment method accepted by SPS for processing, including, without limitation, Visa, MasterCard, Discover, American Express and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers.
- 1.19 "PCI DSS" means the Payment Card Industry Data Security Standards available at <http://www.pcisecuritystandards.org>, as amended from time to time.
- 1.20 "Reserve Account" has the meaning set forth in Section 6.06.
- 1.21 "Rules" means the rules, regulations, and other requirements of any Payment Brand or related authority, including, without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association, as amended from time to time. "Rules" includes without limitation the Visa USA, Inc. Operating Regulations, Visa International Operating Regulations, MasterCard Rules, Discover Operating Regulations, and the American Express Merchant Operating Guide. Capitalized terms not defined herein shall have the meanings set forth in the Rules.
- 1.22 "Sales Draft" means the paper form approved in advance by SPS, whether such form is electronically or manually imprinted, evidencing a sale Transaction.
- 1.23 "Transaction" means any retail sale of goods or services, or credit for such, from Merchant for which the customer makes payment through the use of any Card and which is presented to Bank for collection.
- 1.24 "Visa" means Visa Inc.
- 1.25 "Voice Authorization" means a direct phone call to a designated number to obtain credit approval on a Transaction.

ARTICLE II - MERCHANT REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

2.01 Honoring Cards. (a) Merchant will accept, without discrimination, all valid Cards properly presented for payment for bona fide, legitimate business transactions arising out of Merchant's usual trade or business and for Transactions originated by Merchant; (b) U.S. retailers may require a minimum purchase amount on credit card Transactions. The minimum purchase amount must not exceed \$10.00 (ten dollars) and does not apply to transactions made with a Debit Card. Maximum transactions amounts may be established by Federal agencies and institutions of higher learning; (c) Merchant shall not require any Cardholder to pay any part of any fee imposed upon Merchant by this Agreement, whether through any increase in price or otherwise require a customer presenting a Card to pay any charge as a condition of sale that is not also required from a customer paying cash. However, Merchant may offer discounts to customers for cash purchases. Merchant may also charge a service fee on Transactions if Merchant charges a service fee: (i) for all payment methods (check, credit card, etc.) or (ii) for a specific payment mode (telephone) and not for other payment modes (face-to-face); (d) Merchant shall not accept a Card as payment (other than to the extent permitted by this Agreement), if the person seeking to use the Card does not present the Card to permit Merchant to examine it and obtain an Imprint or otherwise use the physical Card to complete the Transaction. Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Merchant's Card or the Card of any other party. Merchant agrees that any such deposit shall be grounds for immediate termination. Merchant shall not obtain under any circumstance Authorization for, nor process a sale on, any Card that Merchant is authorized to use. Processing Merchant's own Card is grounds for immediate termination.

2.02 Card Acceptance. When accepting a Card for a face-to-face Transaction, Merchant will follow the steps provided by Bank and SPS, and will: (a) Examine the Card for the Cardholder's signature and if the Card is not signed, request identification to confirm that the Cardholder is the person he/she purports to be and determine in good faith and to the best of its ability that the Card is valid on its face; (b) Check the effective date (if any) and the expiration date of the Card, examine any card security features (such as a hologram) included on the Card; and (c) Obtain Authorization before completing any Transaction (where Authorization is obtained, Merchant will be deemed to warrant the true identity of the customer as the Cardholder); (d) Unless the Sales Draft is electronically generated or is the result of an Internet, mail, telephone or preauthorized order, obtain an Imprint of the Card; (e) Enter a description of the goods or services sold and the price thereof (including any applicable taxes); (f) As required by the Rules, obtain the Cardholder's signature on the Sales Draft and compare that signature to the signature on the Card; (g) Deliver a true and completed copy of the Sales Draft to the Cardholder at the time of delivery of the goods or performance of the services, or if the Sales Draft is prepared by a point-of-sale terminal, at the time of the sale; (h) Provide the Sales Draft to the Cardholder following the purchase; and (i) Legibly reproduce the Cardholder's name, account number, expiration date, and the Merchant's name and place of business if that information is not legibly imprinted on the Sales Draft. In addition, for MasterCard Transactions, Merchant will legibly reproduce the name of the Card Issuer as it appears on the face of the Card. Each Sales Draft presented to Bank for collection shall be genuine and will not be the result of any fraudulent Transaction or telemarketing sale and shall not be deposited on behalf of any business other than Merchant.

2.03 Authorization. (a) Merchant will obtain a prior Authorization for all Card sales. If Merchant cannot, for any reason, obtain an electronic Authorization, Merchant will request a Voice Authorization from the designated authorization center, and will legibly print the authorization number on the Sales Draft;

(b) Merchant will not obtain or attempt to obtain Authorization unless Merchant intends to submit a Transaction for the authorized amount; (c) Merchant will not divide a single Transaction between two or more Sales Drafts or two or more Cards; (d) Merchant will not attempt to obtain Authorization on an expired Card; (e) Merchant acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale, that an Authorization is not a guarantee of payment, and that an Authorization will not waive any provision of this Agreement or otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired Card. Receiving an Authorization shall not relieve the Merchant of liability for Chargeback on any Transaction; (f) Transactions will be deemed invalid on Cards that are expired, whether or not an Authorization has been obtained; (g) If Authorization is granted, Merchant shall print the Authorization number, or ensure that it appears legibly in the appropriate location on the Sales Draft; and (h) If Authorization is denied, Merchant shall not complete the Transaction and shall follow any instructions from the authorization center; (i) Merchant shall not obtain or attempt to obtain Authorization for a Transaction that it knows or should have known to be either fraudulent or not authorized by the Cardholder.

2.04 Retention and Retrieval of Cards. (a) Merchant shall use its best efforts, by reasonable and peaceful means, to retain or recover a Card upon receiving such instructions when making a request for Authorization or if Merchant has reasonable grounds to believe that the Card is counterfeit, fraudulent or stolen; (b) The obligation of Merchant imposed by this Section to retain or recover a Card does not authorize a breach of the peace or any injury to persons or property and Merchant will hold Bank and SPS harmless from any claim arising from any injury to person or property, or other breach of the peace in connection with the retention or recovery of a Card.

2.05 Compliance with Law: Payment Card Industry Data Security Standards: Non-Disclosure and Storage of Cardholder and Transaction Information Requirements. (a) Merchant confirms that it is, and shall be, in full compliance during the term of this Agreement with all laws, statutes and federal and/or state regulations, as well as the Rules as may be applicable to Merchant, its business and any Transaction (b) Internet Merchants shall, at a minimum, include the following information and processes on their Internet sites, (i) prominent display of Merchant's name as "merchant" and as the name that will appear on the Cardholder statement, (ii) a complete description of goods or services offered; (iii) delivery standards including method and time for delivery; (iv) terms and conditions of purchase, and export or legal descriptions; (v) return/refund policy described in reasonable detail; (vi) opportunity to view and confirm order before order submission; (vii) secure method for payment data transmission; (viii) currency of transaction provided (USD); (ix) disclosure of Merchant's outlets to country of origin; (x) display of card association or payment network logos; (xi) clear disclosure of Merchant's privacy policy; (xii) alternate Merchant contact info options; and (xiii) display of web hosting company contact information; (c) Merchant hereby certifies that it (and any outside agent or contractor that it may utilize to submit Transactions to SPS) complies and will comply with the PCI DSS and Merchant hereby agrees to pay any fines and penalties that may be assessed by a Payment Brand as a result of Merchant's noncompliance with the requirements of PCI DSS, any data breaches, or by its failure to accurately validate its compliance. Merchant will review and monitor the PCI DSS and other related Rules in order to determine the timeframes and mandates for compliance under PCI DSS. The foregoing is an ongoing obligation during the term of this Agreement and as this Agreement may be renewed. Merchant acknowledges and understands that Merchant may be prohibited from participating in Payment Brand programs if it is determined that Merchant is non-compliant. The following lists certain (but not all) of the current PCI DSS requirements, all of which Merchant shall comply with, if applicable: (i) install and maintain a working network firewall to protect data accessible via the Internet; (ii) keep security patches up-to-date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data to business "need to know;" (vii) assign a unique ID to each person with computer access to data; (viii) do not use vendor supplied defaults for system passwords and other security parameters; (ix) track access data by unique ID; (x) maintain a policy that addresses information security for employees and contractors; and (xi) restrict physical access to Cardholder information. Merchant shall notify SPS if it utilizes any third party that provides payment related services, directly or indirectly and/or stores transmits, or processes Cardholder data and Merchant is responsible ensuring compliance of any such third parties with PCI DSS. (d) To the extent Merchant is required under the Rules, or Merchant otherwise elects, to utilize EMV chip-capable terminals, all EMV chip-capable terminals used by Merchant must appear on the EMV co-approved terminal list maintained by the Payment Brands. (e) In the event of the failure, including bankruptcy, insolvency, or other suspension of Merchant's business operations, Merchant shall not sell, transfer, or disclose any materials that contain Cardholder account numbers, personal information, or other Transaction information to third parties. Merchant and/or its agent shall either return this information to SPS or provide SPS with acceptable proof of destruction of this information. (f) If Merchant is undergoing a forensic investigation regarding PCI DSS compliance at the time Merchant executes this Agreement, then Merchant shall fully cooperate with the investigation until completed. SPS warrants that it complies with the applicable required PCI DSS regulations and that SPS is a PCI DSS Validated Service Provider.

2.06 Returns and Adjustments. (a) Merchant's policy for the exchange or return of goods sold and the adjustment for services rendered shall be established and posted in accordance with the Rules. If applicable, Merchant agrees to disclose to a Cardholder before a Card sale is made, that if merchandise is returned: (i) no refund, or less than a full refund, will be given; (ii) returned merchandise will only be exchanged for similar merchandise and of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, charges, or other noncredit terms); (b) Such disclosures must be made on all copies of Sales Drafts in letters approximately ¼ inches high in close proximity to the space provided for the Cardholder's signature on the Sales Draft and issued at the time of sale; (c) If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. Merchant shall not refund cash to a Cardholder who paid for the item by Card; (d) Credits must be made to the same Card account number on which the original sale Transaction was processed.

2.07 Merchant's Business. (a) Merchant shall provide Bank and SPS with immediate notice of its intent to (i) transfer or sell any substantial part of its total assets, or liquidate; (ii) change the basic nature of its business, including selling any products or services not related to its current business; (iii) change fifty percent (50%) or more of the ownership or transfer control of its business; (iv) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Merchant's business; or (v) alter in any way Merchant's approved monthly volume and average ticket; (b) Failure to provide notice as required above may be deemed a material breach and shall be sufficient grounds for termination of this Agreement, or, at SPS's option may result in SPS amending the terms of this Agreement, holding funds and/or altering the Merchant funding schedule if SPS and Bank deem it necessary to protect against financial loss. If any of the changes listed above occur, Bank and SPS shall have the option to amend the terms of this Agreement or immediately terminate this Agreement; (c) Merchant will immediately notify SPS, with a copy to Bank, of any bankruptcy, receivership, insolvency or similar action initiated by or against Merchant or any of its principals. Merchant will include Bank and SPS on the list of creditors filed with the Bankruptcy Court, whether or not a claim exists at the time of filing; (d) Merchant must notify SPS, with a copy to Bank, in writing of any changes to the information in the Application, including but not limited to: a change to Merchant's financial condition (within 8 days), any additional location or new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and the manner in which sales are completed. Merchant must also notify SPS in writing, with a copy to Bank, if Merchant sells or closes its business. Except for a change to the financial condition, SPS and Bank must receive all such notices 7 days prior to the change and otherwise upon request from SPS. Merchant is liable to SPS and Bank for all losses and expenses incurred by SPS and Bank arising out of Merchant's failure to report changes. SPS and Bank may immediately terminate this Agreement upon a change to the information in the Application, whether SPS and Bank independently discover such change or whether Merchant notifies SPS and Bank of such change.

2.08 Advertising. (a) Merchant will prominently display the promotional materials provided by Bank and SPS in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logotype ("Marks") associated with Card(s) shall be limited to informing the public that Card(s) will be accepted at Merchant's place(s) of business. Merchant's use of promotional materials and Marks is subject to the direction of Bank and SPS and must be utilized in accordance with the Rules; (b) Merchant may use promotional materials and Marks during the term of this Agreement and shall immediately cease use and return any inventory to Bank or SPS upon any termination thereof; (c) Merchant shall not use any promotional materials or Marks associated with any Payment Brand in any way which implies that the Payment Brand endorses any goods or services other than Card services and Merchant shall not refer to any Payment Brand in stating eligibility for Merchant's products or services. Merchant's rights to use the Marks shall terminate with termination of this Agreement and Merchant will cease all use of the Marks upon notification by the applicable Card

association to discontinue use. Merchant shall be fully liable to Bank and/or SPS for any and all loss, cost and expenses suffered or incurred by Bank and/or SPS, arising out of failure to return or destroy such materials following termination or Merchant's misuse of the Marks. If Merchant is a "Direct Mail Cardholder Solicitation Merchant," then Merchant acknowledges that the trademark 'MasterCard' and the corresponding logotype are the property of MasterCard International Incorporated (herein, "the Corporation"). Merchant shall not infringe upon the mark or logo, nor otherwise use the mark or logo in such a manner as to create the impression that Merchant's products or services are sponsored, produced, affiliated with, offered, or sold by this Corporation. Merchant shall not use the mark or logo on its stationery, letterhead, envelopes, or the like nor in its solicitation; provided, however, that Merchant may use one of the mark or logo in close proximity to the payment or enrollment space in the solicitation in a size not to exceed 1 1/4 inches in horizontal length if a logo is employed, or, if a mark is used, in type not to exceed the size of the type used in the major portion of the text on the same page; provided further that the legend, 'Accepted for Payment' must accompany the mark or logo used and must be the equivalent size of the mark or logo. In no case, however, shall Merchant use any of the logo on the front or first page of its solicitation. One truthful statement that Merchant is directing or limiting its offer to MasterCard cardholders may appear in the body of the solicitation, other than in close proximity to the payment or enrollment space, subject to the limitation that: (i) only the word mark may be used; (ii) the word mark may not (1) exceed in type size the size of any other type on the same page, (2) differ in color from the type used in the text (as differentiated from the titles) on the same page, (3) be as large or as prominent as the name of Merchant, (4) be the first item appearing on any page, nor (5) in any other way be the most prominent element of the page; (iii) Merchant's name and/or logo must appear prominently on the same page as the mark; and (iv) the following disclaimer must appear in close proximity to the mark on the same page and in an equal size and type of print: 'MasterCard International Incorporated is not affiliated in any way with Merchant and has not endorsed or sponsored this offer.' Merchant further agrees to submit its first direct mail solicitation(s), prior to mailing, to the MasterCard Law Department, to be reviewed only for compliance with this Corporation's trademark rules and shall furthermore not distribute in any manner such solicitations until Merchant shall have obtained the Corporation's written approval of the manner in which it uses MasterCard mark and logo on such solicitations. Merchant shall likewise, upon request, submit to the Corporation any amended solicitations prior to mailing.

2.09 Representations and Warranties of Merchant. Merchant represents and warrants to Bank and SPS at the time of execution and during the term of this Agreement that: (a) All information contained in the Application or any other documents delivered to Bank and/or SPS in connection therewith is true and complete and properly reflects Merchant's business, financial condition and principal partners, owners or officers; (b) Merchant has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of federal or state law or regulation, or conflict with any other agreement to which Merchant is subject; (c) Merchant has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (d) There is no action, suit or proceeding now pending or to Merchant's knowledge, threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (e) Merchant has performed and will perform all of its obligations to the Cardholder in connection with the Transaction evidenced by each Sales Draft; (f) Unless Merchant notifies SPS in writing (either on the Application or otherwise), no other processing relationship exists between Merchant and another bankcard processing institution, for this, or any other business run or owned by Merchant; (g) With respect to all Transactions that Merchant requests SPS and Bank to originate, Merchant continuously represents and warrants to Bank and SPS that: (i) Each Cardholder has authorized the debiting and/or crediting of its account; (ii) Each entry is for an amount the Cardholder has agreed to; and (iii) Each entry is in all other respects properly authorized; and (h) Merchant will not sell, purchase, provide or exchange any Cardholder's account name or number information in any form to any third party except to Bank or to SPS or pursuant to written government request, and then only upon prior notice to SPS given in sufficient time to permit SPS to file a protective motion.

2.10 Merchant Processing. Merchant will tender to SPS for processing all of Merchant's Transactions from all Merchant locations. Merchant will not use the services of any bank, corporation, or person other than SPS for Authorization or processing of Transactions during the term of this Agreement unless Merchant notifies SPS in writing and receives written approval from SPS prior to processing with another institution.

2.11 Additional Requirements for T&E Merchants. If Merchant is a Travel and Entertainment (T&E) merchant providing lodging the terms of this Section shall apply. Merchant must inform Cardholder of the following regarding reservations as applicable: (a) total obligation, (b) reserved rate and the Transaction amount, (c) exact name and location of lodging company, (d) that accommodations will be held for the number of nights paid for, and (e) Merchant's cancellation policy. Merchant must determine the T&E Advance Deposit Transaction amount, not to exceed the cost of the intended length of stay, not to exceed 14 nights lodging. Deposit amounts must be applied to the total obligation. Merchant must provide a confirmation code, an advance deposit amount, cancellation policy and the actual date that cancellation privileges expire. Merchant must advise the Cardholder that it will hold accommodations according to the reservation and provide written confirmation of a Cardholder reservation if requested. Merchant must advise the Cardholder that it will retain the entire T&E Advance Deposit Transaction amount or the amount specified in Merchant's stated policy if the Cardholder does not check in by check-out time the day following the last night of lodging used to determine the deposit or cancel the reservation within the specified time frame. Merchant must complete a Transaction receipt with the following information: (i) advance deposit amount, (ii) the words "Advance Deposit" on the Transaction receipt signature line, (iii) confirmation code, (iv) scheduled check in, and (v) date and time that cancellation privileges (if any) expire without forfeiture. Merchant must mail the Cardholder a Transaction receipt copy within 3 days from the Transaction Date. Merchant shall mail to the Cardholder a Transaction receipt for cancellations within 3 days of the Transaction date. If the reserved accommodations are unavailable, Merchant must, at no charge, provide a complete refund of any deposit, comparable accommodations at an alternative establishment for the number of reserved nights not to exceed 14 or until the reserved accommodation become available, and transportation and two 3-minute telephone calls to the alternative establishment. Any Central Reservation Service must have a written contract with the lodging establishment executed by an officer of the hotel and must accept full responsibility for resolving Cardholder problems related to T&E Advance Deposit Service. The Rules include additional requirement for T&E merchants that provide car rentals or cruises.

ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK, RESERVE ACCOUNTS, TYPES OF TRANSACTIONS

3.01 Acceptance. Bank and SPS shall accept from Merchant all valid Sales Drafts deposited by Merchant and shall present the same to the appropriate Card Issuers for collection against Cardholder accounts. All presentment and assignment of Sales Drafts, collection therefore and re-assignment or rejection of such Sales Drafts are subject to the terms of this Agreement and the Rules. Bank shall only provisionally credit the value of collected Sales Drafts to the Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks, fees, penalties, late submission charges and items for which Bank did not receive final payment. Settlement of funds will be in United States Dollars. Bank and SPS may refuse to accept any Sales Draft or revoke its prior acceptance of a Sales Draft in the following circumstances: (a) the Transaction giving rise to the Sales Draft was not made in compliance with all terms and conditions of this Agreement; (b) the Cardholder disputes his liability to Bank for any reason, including but not limited to those Chargeback rights enumerated in the Rules; or (c) the Transaction giving rise to the Sales Draft was not directly between Merchant and the Cardholder. Bank will offset from payments due to Merchant, any amount previously credited to Merchant for a Sales Draft not accepted or later revoked by Bank and SPS. Merchant shall regularly and promptly review all statements of account, banking statements, and other communications sent to Merchant and shall immediately notify SPS if any discrepancy exists between Merchant's records and those provided by SPS, the Merchant's bank, or with respect to any transfer that Merchant believes was not authorized by Merchant or Cardholder. If Merchant fails to notify SPS in writing within fourteen (14) calendar days after the date that SPS mails or otherwise provides a statement of account or other report of activity to Merchant, Merchant will be solely responsible for all losses or other costs associated with any erroneous or unauthorized transfer. The foregoing does not limit in any way Merchant's liability for any breach of this Agreement.

3.02 Endorsement. The presentment of Sales Drafts for collection and payment is Merchant's agreement to sell and assign its right, title and interest in each Sales Draft completed in conformity with Bank's and SPS's acceptance procedures, and shall constitute an endorsement by Merchant to Bank of such Sales Drafts. Merchant hereby authorizes Bank to supply such endorsement on Merchant's behalf. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. Sec. 365, as amended from time to time. Merchant acknowledges that its obligation to Bank and SPS for all amounts owed under this Agreement arise out of the same transaction as Bank's obligation to deposit funds to the Account.

3.03 Transmission Method. If Merchant utilizes electronic authorization and/or data capture services, Merchant will enter the data related to a sales or credit Transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the Transaction is completed. If Merchant provides its own electronic terminal or similar device, such terminals must meet SPS's and Bank's requirements for processing Transactions. Information regarding a sales or credit Transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by Merchant to SPS or its agent(s) in the form SPS from time to time specifies, or as required under the Rules. If Bank and SPS request a copy of a Sales Draft, credit voucher or other Transaction evidence, Merchant will provide it within 3 business days following the request. The means of transmission indicated in the Application shall be the exclusive means utilized by Merchant until Merchant has provided SPS with at least 30 days prior written notice, with a copy to Bank, of Merchant's intention to change the means of such delivery or otherwise to alter in any material respect Merchant's medium of transmission of data to SPS.

3.04 Chargebacks. (a) Simultaneously with each Cardholder Transaction, a contingent and unmatured claim for Chargeback accrues against Merchant in favor of SPS and Bank if under the Rules, SPS or Bank is required, or has the right, to pay to any Payment Brand any fees, discounts, customer credits and adjustments, charges, fines, assessments, penalties or other items which may be charged back to Merchant by SPS and Bank. Merchant agrees that it is fully liable to Bank and SPS for all Chargebacks, and that Bank and SPS are authorized to offset from incoming Transactions and to debit via ACH the Account, the Reserve Account, or any other account held at any other financial institution in the amount of any Chargeback. Merchant agrees to accept for Chargeback any sale for which the Cardholder disputes the validity of the sale according to the Rules; or SPS and Bank determine that Merchant has in any way failed to comply with the Rules, this Agreement or SPS's procedures, including but not limited to the following: (i) The Sales Draft is illegible, not signed by the Cardholder or has not been presented to Bank within the required time-frames; (ii) The Sales Draft does not contain the Imprint of a valid, un-expired Card; (iii) A valid Authorization number has not been correctly and legibly recorded on the Sales Draft; (iv) The Sales Draft is a duplicate of a prior Transaction or is the result of two or more Transactions generated on one Card for a single sale; (v) The Cardholder alleges that he or she did not participate in the sale, authorize the use of the Card, receive goods or services purchased, or receive a required credit adjustment, or disputes the quality of the goods or services purchased; (vi) The price of goods or services on the Sales Draft differs from the amount which Merchant presents for payment; (vii) The Transaction results from an Internet, mail, phone or preauthorized order and the Cardholder disputes entering into or authorizing the Transaction or the Transaction has been made on an expired or non-existing account number; (viii) SPS and Bank believe, within their sole discretion, that Merchant has violated any provision of this Agreement; (ix) SPS determines that the Transaction record is fraudulent or that the Transaction is not bona fide or is subject to any claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever, including without limitation negligence, fraud or dishonesty on the part of Merchant or Merchant's agents or employees; (x) Merchant fails to provide a Sales Draft or legible copy thereof to Bank and SPS in accordance with this Agreement. (b) Merchant acknowledges that SPS and Bank shall have full recourse to charge back the amount of a Card sale for which the Cardholder disputes that he/she did not authorize the charge if (i) the Imprint of the Card or (ii) the signature of the Cardholder was not obtained by Merchant; and (iii) Merchant shall not initiate a Transaction in an attempt to collect a Chargeback. Merchant shall be liable for all fees arising out of the Chargeback dispute processes under the Rules.

3.05 Processing Limits. Merchant's "Approved Monthly Volume" for sales drafts is that monthly volume set forth in the Application or as otherwise set forth in the Merchant account approval letter from SPS to Merchant or as may be later changed by SPS from time to time upon notice to Merchant. If Merchant exceeds the Approved Monthly Volume, either in the aggregate or with respect to any "method of sale": (i) SPS and Bank may suspend processing, hold the funds over the Approved Monthly Volume, and/or return all Sales Drafts evidencing funds over the Approved Monthly Volume to Merchant; and (ii) Merchant is subject to a 5% fee on all monies processed over the Approved Monthly Volume.

3.06 Additional Requirements for Acceptance of Debit Cards. Merchant may honor at the locations set forth on the Application debit cards ("Debit Card") serviced by the electronic funds transfer networks in connection with the sales ("Debit Card Sale") of merchandise or services to the holders of such Debit Cards ("Debit Cardholders"). Bank and/or SPS agree to accept from Merchant via electronic transmission documents evidencing such Debit Card Sales ("Sales Transmittal") and Adjustment Drafts (as defined below).

(a) **Compliance; Authorization; Other Requirements.** Merchant agrees to comply (and assume all liability for failure to comply) with the Rules of the Debit Card networks ("Networks") as amended from time to time. Any Authorization must be obtained immediately for every Debit Card Sale as directed by Bank and/or SPS ("Authorization"). When Authorization is obtained, Merchant will electronically print the authorization number on the Sales Transmittal. Merchant agrees that: (i) for each Debit Card Sale, the Debit Cardholder must enter his Personal Identification Number ("PIN") through a PIN pad located at the point of sale ("POS"); (ii) each PIN pad will be situated to permit Debit Cardholders to input their PINs without revealing them to other persons, including Merchant's personnel; (iii) Merchant will instruct personnel (a) that they may not ask any Debit Cardholder to disclose the PIN and (b) in the event that any of Merchant's personnel nevertheless becomes aware of any Debit Cardholder's PIN, such personnel will not use such PIN or create or maintain any record of such PIN, and will not disclose such PIN to any other person; (iv) the PIN message must be encrypted from the PIN pad to the POS terminal and from the POS terminal to the Network and back so that the PIN message will not be in the clear at any point in the Transaction; (v) Merchant will comply with any other requirements relating to PIN security as required by Bank or by any Network; (vi) for each Debit Card Sale a Transaction receipt in conformity with Regulation E of the Board of Governors of the Federal Reserve System will be made available to the Debit Cardholder; (vii) Merchant may not collect tax as a separate cash transaction; and (viii) POS terminals, including hardware and software, must be certified for use by Bank and by all of the Networks. POS terminals must include encrypted PIN pads which allow entry of up to sixteen character PINs, printers and a keyboard lock function. Merchants are responsible for compliance with all Rules regarding the use of POS terminals, regardless of whether such POS terminals are obtained through Bank or through SPS. Merchant will promptly initiate a refund to the customer (which may be made in cash, by an Adjustment Draft or with a check or cashier's check, as permitted by the Rules) whenever Merchant determines that a Debit Card Sale should be canceled or reversed. Merchant will cooperate with Bank and SPS, to resolve any alleged errors relating to Debit Card Sales. Merchant will maintain adequate records to assist in error resolution; records will be maintained for two years or the period required by the Rules, whichever is greater. Merchant will permit and will pay all expenses of periodic examination and audit of functions at such frequency, as SPS deems appropriate. Audits will meet SPS's standards, and the results will be made available to SPS. Merchant will not accept cash, checks or other negotiable items from any Debit Cardholder and forward a credit through any network (i.e., as a purported payment or deposit to an account maintained by the Debit Cardholder). Merchant will not forward through any network any Transaction or initiate any reversal of a Transaction that did not originate between Merchant and the Debit Cardholder.

(b) **Prevention of Fraud.** Merchant will fully cooperate with SPS and Bank in the event that Bank or SPS determines that there is a substantial risk of fraud arising from Merchant's access to the network. Merchant will take whatever actions Bank or SPS reasonably deem necessary in order to protect SPS and/or the Bank. Neither SPS, Bank nor any of their respective personnel will have any liability to Merchant for any action taken in good faith.

(c) **Display of Network Trademark(s); Protection of Trade Secrets.** In order to inform Debit Cardholders that Debit Card Sales may be transacted at Merchant's locations, Merchant will prominently display the trademark and/or service mark of each network at each location and will display signage of each network at the entrance, near all POS terminals and on the window of such location. All uses by Merchant of any trademark and/or service mark will comply with the applicable Rules. Merchant acknowledges and agrees that in displaying any such trademark and/or service mark, Merchant will be acting under SPS's and/or Bank's control and subject to approval by the applicable network. Merchant will not be deemed, under any circumstances, a licensee or sub-licensee of any trademark or service mark of any network, nor will Merchant otherwise be deemed to have or to acquire any right, title or interest in trademarks or service marks.

(d) **Returns and Adjustments.** Merchant will attempt to settle in good faith any dispute between it and a Debit Cardholder involving a Debit Card Sale. Merchant will establish a fair, consistent policy for the exchange and return of merchandise and for the adjustment of amounts due on Debit Card Sales. Merchant will not make any cash refunds or payments for returns or adjustments on Debit Card Sales but will instead complete a form provided or approved by Bank ("Adjustment Draft"). The Sales Transmittal for any Debit Card Sale for which no refund or return will be accepted by Merchant must be clearly and conspicuously marked (including on the Debit Cardholder's copy) as "final sale" or "no return" and must comply with the Rules.

(e) **Presentation of Sales Transmittals and Adjustment Drafts.** Merchant will electronically transmit to Bank all Sales Transmittals or Adjustment Drafts in a manner acceptable to Bank. Merchant will make a good faith effort to electronically transmit data within one banking business day after the Transaction date. Merchant will not extend the time of payment for or extend credit for any part of a Debit Card Sale. Merchant represents and warrants that the electronic transmission of each Sales Transmittal and Adjustment Draft will evidence a true record of the Debit Card Sale Transaction reflected on the document. Bank will process Debit Card Sales transmitted by Merchant, and Bank will promptly credit, debit or charge, as applicable, the appropriate amount to the Account. Within a reasonable time after the end of each calendar month, Bank will calculate the applicable amount of fees and other charges owed by Merchant, and Bank will debit the Account in the amount of such fees and other charges. The amount of such fees to be paid by Merchant are set forth on Schedule of Fees in the Application. Such fees may be amended at any time by Bank and/or SPS upon written notice to Merchant. Bank may refuse to accept or may revoke its acceptance of any Sales Transmittal or Adjustment Draft, and Bank may debit, charge or credit the Account in the corresponding amount, if: (i) the Debit Card was completed without prior Authorization; (ii) the Sales Transmittal or Adjustment Draft involved circumstances constituting a breach of any agreement, representation, or warranty by Merchant; (iii) the Debit Card Sale was in violation of applicable law, the Rules or regulations; (iv) the Debit Cardholder is Merchant, any partner of or shareholder in Merchant, or any affiliate, spouse or immediate family member of any of them; (v) the Debit Card Sale was not made in connection with the sale of goods or services by Merchant. Bank may refuse or revoke the acceptance of any Sales Transmittal or Adjustment of Sales Transmittal upon the occurrence of any of the following events, and Bank may charge, debit or credit the Account in the corresponding amount if: (a) Merchant defaults in paying when due any obligation to Bank or SPS; (b) any material adverse change in Merchant's financial condition occurs; (c) any deposit account at Bank or any of Merchant's property in the possession of Bank is garnished or attached; (d) Merchant assigns its assets generally for the benefit of creditors; (e) a proceeding is commenced by or against it under any bankruptcy, insolvency or similar law seeking an order to adjudicate it a bankrupt or insolvent or other relief, or seeking appointment of a receiver or similar official for Merchant or for any substantial part of Merchant's assets. Merchant will notify Bank and/or SPS in writing immediately upon becoming aware that any such event has occurred or is likely to occur. Bank will notify Merchant promptly of all Adjustment Drafts. Additionally, Bank will advise Merchant on each debit, charge and credit processed to the Account. Merchant authorizes Bank to charge debits arising from this Agreement against any credit due Merchant, whether or not such charges create overdrafts or a debit balance in the Account. Merchant agrees to pay Bank or SPS, as applicable, the full amount of any such overdraft or debit balance or to replenish the Account in an amount sufficient to permit the amount of the charge to be made, as applicable, promptly upon request. Merchant further authorizes Bank to suspend in a segregated account amounts which otherwise would be credited to the Account if Bank or SPS reasonably believe that the Sales Transmittals submitted by Merchant are fraudulent. Bank or SPS will notify Merchant of the suspension of such amounts within a reasonable time; provided, however, that such notice will not be required if the appropriate law enforcement agency has been notified of the suspected fraud.

ARTICLE IV – GATEWAY PROGRAMMING

4.01 Applicability to this Agreement. In addition to all the other provisions of this Agreement, the provisions of this Article IV shall apply if Merchant utilizes web services from SPS, including the SPS payments gateway, vault services, any application program interface, code samples, web services, integration specifications, and any offline components (collectively "Web Services").

4.02 Programming of Web Site. While SPS provides specific API's or programming scripts to Merchant or Merchant's Web site programmer(s), Merchant acknowledges that such sample programming scripts are insufficient in and of themselves to allow Merchant's Web site to function with the Web Services. Programming of Merchant's Web site and its functionality are the sole responsibility of Merchant.

4.03 Merchant's Programming Agent. Merchant has the sole responsibility to select and employ any competent programming agent to accomplish the programming required to make Merchant's Web site function correctly with the Web Services.

4.04 Fees Subject to Fluctuation. Fees for the electronic commerce payment system offered by SPS may be based on the number and/or volume of monthly transactions processed by the Merchant. Thus, notwithstanding anything to the contrary herein, the provisions of this Agreement which require notice prior to a change in fees shall not apply to any transactions or services covered by this Article 4.

4.05 Technical Support. Merchant shall be solely responsible for all technical support for Web site-related issues.

4.06 Shut Downs/Updates. SPS reserves the right, from time to time, without prior notice, to shut down and restart the Web Services for maintenance and/or Web Services upgrades or updates from time to time. SPS will use commercially reasonable efforts to keep service shut downs as brief as possible. Merchant must monitor updates and upgrades to the Web Services and update Merchant's Web site and programming accordingly.

4.07 Disclaimer. SPS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE WEB SERVICES OR ANY CONTENT STORED THEREIN. SPS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE WEB SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (B) THE WEB SERVICES WILL MEET MERCHANT'S REQUIREMENTS OR EXPECTATIONS. THE WEB SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SPS AND ITS LICENSORS.

ARTICLE V - TERMINATION AND EFFECT OF TERMINATION

5.01 Term: Termination. (a) Sage Merchant Processing Account shall have an initial term of three (3) years and Sage Mobile Payments Account shall have an initial term of one (1) month (respectively the "Initial Term") and shall commence on the earlier of (i) SPS's acceptance hereof (evidenced by the execution of the Agreement by SPS); (ii) the date of written notice from SPS that Merchant's application is approved for processing; or (iii) the date on which Merchant's first Transaction is processed, and (iv) shall automatically renew as follows: (1) Sage Merchant Processing Account shall renew for consecutive (2) year terms; and (2) Sage Mobile Payments Account shall renew on a month-to-month basis (respectively the "Renewal Term"), and unless terminated as set forth below; (b) This Agreement may be terminated by any party effective at the end of the Initial or any Renewal Term by providing written notice to the other parties of its intent not to renew no less than thirty (30) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated: (i) by SPS and Bank at any time with or without cause, and without prior notice, and (ii) by Merchant in the event of a material breach of the terms of this Agreement by SPS and Bank, provided Merchant provides SPS and Bank written notice of the alleged breach and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. (c) Upon early termination of this Agreement by Merchant, or by SPS should Merchant breach any of the terms of this Agreement during the Initial Term or any Renewal Term, Merchant shall pay to SPS an early termination fee equal to (i) Sage Merchant Processing Account—twenty-five dollars (\$25.00) for every month remaining in any such Term or Renewal Term for each Merchant location; (ii) Sage Mobile Payments Account - no early termination fee (respectively the "Early Termination Fee"). In addition to the Early Termination Fee, Merchant shall pay any fees, fines, third party costs or penalties which SPS may be assessed due to Merchant's breach of this Agreement and/or early termination. To the extent that applicable state law mandates lesser termination fees, the Early Termination Fee shall be the maximum allowed by applicable law. Merchant will not owe the Early Termination Fee if Merchant elects not to renew the Agreement upon the expiration of the then current term by providing written notice in accordance with this paragraph. All rights and obligations of the parties existing as of the effective time of termination will survive termination; (d) Within SPS's and Bank's sole discretion, if Merchant's or any of its principal(s)' business or personal credit deteriorates, if any significant circumstances exist that would create harm or loss to the goodwill of a card association or payment network system, or if any case or proceeding is commenced by or against Merchant under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief, this Agreement shall simultaneously therewith automatically terminate, and any amounts due to Bank and SPS shall accelerate and become immediately due and payable, without the necessity of any notice, declaration or other act whatsoever by Bank and SPS. Merchant agrees to notify SPS and/or Bank immediately of any bankruptcy, receivership, insolvency or similar action initiated by or against Merchant.

5.02 Effect of Termination. (a) In the event of termination for any reason, Merchant expressly authorizes Bank and SPS to withhold and discontinue the disbursement for all Cards and other payment Transactions of Merchant in the process of being collected and deposited; (b) Collected funds will be placed in the Reserve Account (defined below) until Merchant pays any equipment and processing cancellation fees and any outstanding charges, losses or amounts for which Merchant is liable under this Agreement. Further, Bank reserves the right to require Merchant to deposit additional amounts based upon Merchant's processing history and/or anticipated risk of loss to Bank into the Reserve Account. The Reserve Account shall be maintained a minimum of 270 days after the termination date and for any reasonable period thereafter, during which Cardholder disputes may remain valid under the Rules. The provisions of this Agreement relating to the debiting and crediting of the Account shall be applied to the Reserve Account and shall survive termination of this Agreement until Bank terminates the Reserve Account. Any balance remaining after Chargeback rights have expired and all other expenses, losses and damages have been paid will be disbursed to Merchant; (c) Merchant expressly acknowledges that the MATCH system and Early Termination File (collectively, the "MATCH") is maintained by MasterCard and Visa and contains the business name and the names and identification of principals of Merchant which have been terminated for one or more of the reasons specified in the Rules. Such reasons include, but are not limited to: fraud, counterfeit paper, unauthorized Transactions, excessive Chargebacks or highly suspect activity. Merchant acknowledges that SPS and Bank are required to report the business name of the Merchant and the names and identification of its principals to MATCH when Merchant is terminated for such reasons. Merchant consents to such reporting to the card associations and/or payment networks as applicable by Bank and SPS. Further, Merchant waives and will hold harmless Bank and SPS from any claims that Merchant may raise because of such reporting; (d) Upon termination for any reason, Merchant will immediately cease requesting Authorizations and will cease transmitting Sales Drafts to Bank and SPS. In the event Merchant obtains any Authorization after termination, Merchant expressly acknowledges and agrees that the fact that any Authorization was requested or obtained shall not operate to reinstate this Agreement; (e) Following termination, Merchant shall upon request provide Bank and SPS with all original and microfilm copies of Sales Drafts and Credit Vouchers to be retained as of the date of termination.

ARTICLE VI - ACCOUNTS, SECURITY INTERESTS, INDEMNIFICATION

6.01 Accounting Monitoring. (a) Merchant agrees that SPS and Bank may suspend, within their sole discretion, the disbursement of Merchant's funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. SPS and Bank will make good faith efforts to notify Merchant promptly. SPS and Bank shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any suspension of funds disbursement; (b) In the event of unusual Transactions that have been "suspended" and cannot be verified as valid sales or have been verified as Cardholder disputes, Merchant agrees that a security processing fee not to exceed 110% of the unusual Transaction(s) may be assessed; (c) Merchant's presentation to SPS and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this Agreement. "Excessive Activity" refers to any period of two or more calendar months during which Merchant has a Chargeback ratio that exceeds 1% by number of Transactions or a Chargeback ratio that exceeds 1% by dollar volume. Merchant authorizes, upon the occurrence of Excessive Activity, Bank and SPS to take additional actions as either of them may deem necessary, including, but not limited to, suspension of processing privileges, increase of any fees that may be charged to Merchant and/or creation or maintenance of a Reserve Account in accordance with this Agreement.

6.02 Forms. Merchant shall use only such forms or modes of transmission of Sales Drafts and Credit Vouchers as are provided or approved in advance by SPS and Bank, and Merchant shall not use forms provided by Bank and SPS other than in connection with Transactions without SPS's and Bank's prior written consent.

6.03 Records. In addition to any records routinely furnished to SPS and Bank under this Agreement, Merchant shall preserve a paper or electronic copy of all actual paper Sales Drafts, Credit Vouchers and Debit Card Sales and, if a mail, phone order or preauthorized order is involved, the Cardholder's signed authorization for the Transaction, for at least 3 years after the date Merchant presents the Transaction. If Records and/or data on SPS's system associated with Merchant are subpoenaed by legal process or otherwise, SPS shall produce such records in accordance with the subpoena without notice to Merchant.

6.04 Requests for Copies. Within 3 days of receipt of any written or verbal request by Bank and SPS, Merchant shall provide either the actual paper Sales Draft, Credit Voucher and/or Debit Card Sales or a legible copy thereof (in size comparable to the actual voucher or draft) and any other documentary evidence available to Merchant and reasonably requested by Bank or SPS to meet Bank's obligations under law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning Cardholder accounts.

6.05 IRS Withholdings and Reporting. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as SPS, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Merchant processing through SPS. Merchant shall verify its identity by providing SPS with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Merchant Account. In the event Merchant fails to provide its TIN, SPS will place a restriction on Merchant's Account and may restrict the receipt of funds into Merchant's Account, or withhold a percentage of payments deposited into Merchant's Account in order to satisfy the backup withholding requirements of the IRS.

6.06 Security Interests, Reserve Account, Recoupment and Set-Off. (a) This Agreement is a security agreement under the Uniform Commercial Code. Merchant grants to Bank and SPS a security interest in and lien upon: (i) the Account (as set forth in Section 6.10) and all funds at any time in the Account, whatever the source of such funds, (ii) the Reserve Account (as defined below) and all funds at any time in the Reserve Account, whatever the source of such funds, (iii) future Sales Drafts, (iv) all Merchant's rights relating to this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement; and (v) all Merchant deposit accounts now owned or hereafter acquired and the proceeds of all of the foregoing (collectively, the "Secured Assets"). Upon request of Bank and SPS, Merchant will execute one or more financing statements or other documents to evidence this security interest. Merchant irrevocably authorizes bank to execute any financing statements or other documents necessary related to this security interest. Merchant represents and warrants that no other party has a security interest in the Secured Assets. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements between Merchant, SPS and Bank including, but not limited to, Merchant's obligation to pay any amounts due to Bank and SPS. With respect to such security interests and liens, Bank and SPS will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. Merchant will obtain from Bank and SPS written consent prior to granting a security interest of any kind in the Secured Assets to a third party; (b) SPS may establish and maintain a non-interest bearing account ("Reserve Account") in the name of Bank at any federally insured financial institution, with sums provided by Merchant that are sufficient to satisfy Merchant's current or future obligations as determined by Bank and SPS; (i) Bank and SPS shall have the right to initiate a debit to the Account or any other account at any institution to establish or maintain funds in the Reserve Account. Bank or SPS may deposit into the Reserve Account funds they would otherwise be obligated to pay Merchant, for the purpose of establishing or maintaining the Reserve Account in accordance with this Section, if they determine such action is reasonably necessary to protect their interests; (ii) Bank, on its own behalf or at SPS's request, may, without notice to Merchant, apply deposits in the Reserve Account against any outstanding amounts Merchant owes under this Agreement or any other agreement between Merchant and Bank or SPS. SPS or Bank may exercise their rights under this Agreement to collect any amounts due to Bank or SPS including, without limitation, rights of set-off and recoupment. Merchant shall have no right to withdraw funds or debit the Reserve Account. In the event of a bankruptcy proceeding, Bank and SPS may exercise their rights under this Agreement to debit the Reserve Account for amounts due Bank and SPS regardless of the pre-petition or post-petition nature of the amount due Bank and/or SPS. In the event of a bankruptcy proceeding, Merchant also agrees that it will not contest any Motion for Relief from the Automatic Stay, which Bank and SPS may file to debit the Reserve Account. As set forth in Section 5.02, funds in the Reserve Account will remain in the Reserve Account for a minimum of 270 days following termination. Bank will have sole control of the Reserve Account. In the event of a bankruptcy proceeding, Bank and SPS do not consent to the assumption of this Agreement. Nevertheless if this Agreement is assumed Merchant agrees that, in order to establish adequate assurance of future performance within the meaning of 11 U.S.C. Sec. 365, as amended from time to time, Merchant must establish or maintain a Reserve Account in an amount satisfactory to Bank and SPS; (c) Bank and SPS have the right of recoupment and set-off. This means that they may offset any outstanding/uncollected amounts owed to them from: (i) any amounts they would otherwise be obligated to deposit into the Account, and (ii) any other amounts SPS and Bank may owe Merchant under this Agreement or any other agreement; (d) The rights conferred upon Bank and SPS in this Section are

qualifications exceptions, and billing. SPS does not refund fees for returns; (b) Merchant will immediately pay SPS and Bank any amount incurred by SPS attributable to this Agreement or any other agreement between Merchant and SPS or any subsidiary or affiliate of SPS, including but not limited to equipment fees, Chargebacks, fines imposed by a third party, non-sufficient fund fees, and ACH debits that overdraw the Account, Reserve Account, or are otherwise dishonored. Merchant authorizes SPS and Bank to debit via ACH the Account, Reserve Account, any other account Merchant has with SPS, an affiliate or subsidiary of SPS, Bank or at any other financial institution for any amount Merchant owes under this Agreement or under any other contract, note, guaranty, or dealing of any kind now existing or later entered into between Merchant and SPS or any subsidiary or affiliate, whether Merchant's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event such ACH does not fully reimburse SPS and Bank for the amount owed, Merchant will immediately pay SPS and Bank such amount.

6.12 Costs. Merchant will be liable for and will indemnify and reimburse SPS and Bank for all costs paid or incurred by SPS or Bank in the enforcement of this Agreement, including but not limited to attorneys' and investigators' fees, or in collecting any amounts due from Merchant or resulting from any breach by Merchant of this Agreement.

ARTICLE VII- MISCELLANEOUS

7.01 Waiver. Failure by Bank or SPS to enforce one or more of the provisions of this Agreement shall not constitute a waiver of the right to enforce the same or other provision in the future. The waiving party must sign all waivers.

7.02 Notices. All notices and other communications required or permitted under this Agreement shall be deemed delivered when sent by e-mail or mailed, postage prepaid, addressed as follows:

<p>If to SPS: Sage Payment Solutions 12120 Sunset Hills Rd STE 500 Reston, Virginia 20190 Attn: Chief Financial Officer</p>	<p>If to Bank: BMO Harris N.A. 111 W. Monroe Chicago, IL 60603 Attn: Customer Service</p>
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If to Merchant, at the address provided as the billing address and to the contact listed on the Application or e-mail.

7.03 Choice of Law: Jurisdiction. This Agreement and all matter related thereto shall be construed in accordance with the laws of the Commonwealth of Virginia except those rules relating to conflicts of laws. Any action or proceeding arising out of or related to this Agreement shall be brought only in a court located in located in Fairfax County, Virginia. Each party expressly consents to the jurisdiction of such courts.

7.04 Entire Agreement: Assignability. This Agreement, including the Application, these Terms and Conditions of Merchant Application and any supplementary documents indicated herein, expresses the entire understanding of the parties with respect to its subject matter and except as provided herein, may be modified only in writing executed by all parties. This Agreement may be assigned by SPS and Bank, but may not be assigned by Merchant, directly or by operation of law, without the prior written consent of Bank and SPS. In the event, for whatever reason, Application does not meet standard underwriting criteria, and satisfies only sub-standard underwriting criteria, Merchant acknowledges the completed Application may be forwarded to an alternative Member processor for review and approval. If Merchant nevertheless assigns this Agreement without such consent, the Agreement will be binding on the assignee. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

7.05 Credit and Financial Inquiries: Inspections. (a) Merchant authorizes Bank and SPS to make, at any time, any credit inquiries which either may consider necessary to accept or review acceptance of this Agreement or investigate Merchant's deposit or Card acceptance subsequent to acceptance of this Agreement. Such inquiries shall include, but are not limited to, a credit check of the business including its proprietor, partners, principal owners or officers. If requested to do so by Bank or SPS, Merchant shall provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as Bank or SPS may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices; (b) Merchant may honor Cards only at locations approved by SPS and Bank. Additional locations may be added, subject to SPS and Bank's written approval. All current and future locations are bound by the terms and conditions of this Agreement. Either Merchant or SPS may delete any location by providing notice as provided in this Agreement; (c) Merchant agrees to permit Bank or SPS at any time from time to time, to inspect locations to confirm that Merchant has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records and license or permit (where necessary) to conduct its business. However, nothing in this Section shall be deemed to waive Merchant's obligation to comply in all respects with the terms of this Agreement; (d) Representatives of Bank or SPS may, during normal business hours, inspect, audit and make copies of Merchant's books, accounts, records and files pertaining to any Transaction.

7.06 Marketing of Non-Bankcard Services by SPS. From time to time, SPS may offer to Merchant certain additional products and services which may or may not be related to the processing of Transactions. Merchant consents to receipt of promotional materials via email and fax regarding such other products and services.

7.07 Attorneys' Fees. Merchant will be liable for and will indemnify and reimburse bank and/or SPS for all attorneys' fees and other costs and expenses paid or incurred by Bank and/or SPS in the enforcement of this Agreement, or in collecting any amounts due from merchant to Bank and/or SPS or resulting from any breach by Merchant of this Agreement.

7.08 American Express Card Acceptance. In addition to other applicable provisions of this Agreement, the following provisions apply to Merchant's acceptance of American Express Cards: (a) This Agreement governs Merchant's acceptance of American Express Cards under American Express's "OptBlue Program". If and when the Transactions submitted by American Express Cardholders exceed the charge volume eligibility criteria for the OptBlue Program, American Express may require Merchant to convert to a direct Card Acceptance Agreement with American Express. If this occurs, upon such conversion, (i) Merchant will be bound by American Express's then-current Card Acceptance Agreement; and (ii) American Express will determine the pricing and other fees payable by Merchant under the Card Acceptance Agreement; (b) Merchant's participation in the OptBlue Program is subject to the approval of American Express. Merchant authorizes SPS and/or its affiliates to submit Transactions to, and receive settlement on such Transactions from, American Express on behalf of Merchant; (c) Merchant shall not assign to any third party any payments due to it for American Express Card Transactions, and all indebtedness arising from such Transactions will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future receivables to SPS, its affiliated entities and/or any other cash advance funding source that partners with SPS or its affiliated entities; (d) American Express shall have third-party beneficiary rights, but not obligations, to enforce the terms of this Agreement applicable to American Express Card acceptance against Merchant; (e) Merchant may opt out of accepting American Express Cards under this Agreement by providing 30 days' notice to SPS without directly or indirectly affecting its rights to accept other Payment Brand Cards; (f) Except as provided in Section 7.08(g), SPS may disclose to American Express information regarding Merchant and Merchant's Transactions to American Express, and American Express may use such information to (i) perform its responsibilities in connection with American Express Card acceptance, (ii) promote American Express, (iii) perform analytics and create reports, and (iv) for any other lawful business purposes, including commercial marketing communications purposes within the parameters of American Express Card acceptance, and to provide important transactional or relationship communications from American Express. American Express may also use such information about Merchant obtained in connection with this Agreement at the time of setup to screen and/or monitor Merchant in connection with American Express marketing and administrative purposes; (g) Merchant may opt-out of receiving American Express commercial marketing communications about products and services by selecting the opt-out option on its Application or subsequently by providing written notice to its primary relationship contact at SPS. Merchant may continue to receive such communications from American Express after opting out while American Express

updates its records to reflect Merchant's opt-out choice; and (h) Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.

7.09 Signature. Merchant represents and warrants that the person executing this Agreement is duly authorized to bind Merchant to all provisions of this Agreement, and that such person is authorized to execute any documents and to take any action on behalf of Merchant, which may be required by SPS now or in the future. Merchant will execute a separate Entity Certification, as set out below, if requested to do so by SPS and Bank.

7.10 Force Majeure. The delay or inability of party to perform its obligations hereunder when required (other than Merchant's payment obligations) if caused by events of Force Majeure, as defined herein, shall not constitute a breach or default and shall not subject such party to liability to any other party so long as such Force Majeure event exists. Force Majeure events shall include, without limitation, civil disturbances, epidemics, natural disasters, wars, acts of terrorism, acts of God, economic downturn and all other such events outside the control of the parties that make it impossible for one party to comply with its obligations hereunder.

7.11 General. If any provision of this Agreement is illegal or unenforceable, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Merchant is responsible for its employees' actions while in its employ. The parties do not intend to confer any benefits on any person or entity other than Merchant, Bank and SPS. Article I, Sections 3.02, 3.04, Article V, Article VI, Article VII and any other provision that by their nature should survive termination will survive expiration or termination of this Agreement.



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Service Providers

Version 3.2.1

June 2018

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the service provider's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the requesting payment brand for reporting and submission procedures.

Part 1. Service Provider and Qualified Security Assessor Information

Part 1a. Service Provider Organization Information

Company Name:	Invoice Cloud	DBA (doing business as):	N/A		
Contact Name:	Rob Chenault	Title:	VP, Systems and Security		
Telephone:	+1 (781) 353-6944	E-mail:	rchenault@invoicecloud.com		
Business Address:	30 Braintree Hill Office Park, Suite 303	City:	Braintree		
State/Province:	MA	Country:	USA	Zip:	02184
URL:	https://www.invoicecloud.com				

Part 1b. Qualified Security Assessor Company Information (if applicable)

Company Name:	Trustwave				
Lead QSA Contact Name:	Angel Gonzalez	Title:	QSA		
Telephone:	+1 (312) 873-7500	E-mail:	agonzalez@securetrust.com		
Business Address:	70 W. Madison Ave, Suite 600	City:	Chicago		
State/Province:	IL	Country:	USA	Zip:	60602
URL:	https://www.trustwave.com				

Part 2: Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) assessed: Invoice Cloud Payment Portal Website

Type of service(s) assessed:

Hosting Provider: <input type="checkbox"/> Applications / software <input type="checkbox"/> Hardware <input type="checkbox"/> Infrastructure / Network <input type="checkbox"/> Physical space (co-location) <input type="checkbox"/> Storage <input type="checkbox"/> Web <input type="checkbox"/> Security services <input type="checkbox"/> 3-D Secure Hosting Provider <input type="checkbox"/> Shared Hosting Provider <input type="checkbox"/> Other Hosting (specify):	Managed Services (specify): <input type="checkbox"/> Systems security services <input type="checkbox"/> IT support <input type="checkbox"/> Physical security <input type="checkbox"/> Terminal Management System <input type="checkbox"/> Other services (specify):	Payment Processing: <input checked="" type="checkbox"/> POS / card present <input checked="" type="checkbox"/> Internet / e-commerce <input checked="" type="checkbox"/> MOTO / Call Center <input type="checkbox"/> ATM <input type="checkbox"/> Other processing (specify):
<input type="checkbox"/> Account Management	<input type="checkbox"/> Fraud and Chargeback	<input type="checkbox"/> Payment Gateway/Switch
<input type="checkbox"/> Back-Office Services	<input type="checkbox"/> Issuer Processing	<input type="checkbox"/> Prepaid Services
<input checked="" type="checkbox"/> Billing Management	<input type="checkbox"/> Loyalty Programs	<input type="checkbox"/> Records Management
<input type="checkbox"/> Clearing and Settlement	<input type="checkbox"/> Merchant Services	<input type="checkbox"/> Tax/Government Payments
<input type="checkbox"/> Network Provider		
<input type="checkbox"/> Others (specify):		

Note: These categories are provided for assistance only, and are not intended to limit or predetermine an entity's service description. If you feel these categories don't apply to your service, complete "Others." If you're unsure whether a category could apply to your service, consult with the applicable payment brand.

Part 2a. Scope Verification (continued)

Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) not assessed: Not Applicable.

Type of service(s) not assessed:

Hosting Provider: <input type="checkbox"/> Applications / software <input type="checkbox"/> Hardware <input type="checkbox"/> Infrastructure / Network <input type="checkbox"/> Physical space (co-location) <input type="checkbox"/> Storage <input type="checkbox"/> Web <input type="checkbox"/> Security services <input type="checkbox"/> 3-D Secure Hosting Provider <input type="checkbox"/> Shared Hosting Provider <input type="checkbox"/> Other Hosting (specify):	Managed Services (specify): <input type="checkbox"/> Systems security services <input type="checkbox"/> IT support <input type="checkbox"/> Physical security <input type="checkbox"/> Terminal Management System <input type="checkbox"/> Other services (specify):	Payment Processing: <input type="checkbox"/> POS / card present <input type="checkbox"/> Internet / e-commerce <input type="checkbox"/> MOTO / Call Center <input type="checkbox"/> ATM <input type="checkbox"/> Other processing (specify):
<input type="checkbox"/> Account Management	<input type="checkbox"/> Fraud and Chargeback	<input type="checkbox"/> Payment Gateway/Switch
<input type="checkbox"/> Back-Office Services	<input type="checkbox"/> Issuer Processing	<input type="checkbox"/> Prepaid Services
<input type="checkbox"/> Billing Management	<input type="checkbox"/> Loyalty Programs	<input type="checkbox"/> Records Management
<input type="checkbox"/> Clearing and Settlement	<input type="checkbox"/> Merchant Services	<input type="checkbox"/> Tax/Government Payments
<input type="checkbox"/> Network Provider		
<input type="checkbox"/> Others (specify):		
Provide a brief explanation why any checked services were not included in the assessment:		

Part 2b. Description of Payment Card Business

<p>Describe how and in what capacity your business stores, processes, and/or transmits cardholder data.</p>	<p>Invoice Cloud is a Service Provider that provides a payment service that enables bills to be created, delivered and paid over the internet. This is referred to as Electronic Bill Presentment and the service accepts card-present and card-not-present transactions from Visa, Master Card, American Express and Discover cards.</p> <p><u>Card-Present (from business clients that perform on-site card swipe)</u></p> <p>Cardholder data is collected (Full Track), at Point of Interaction, from clients that perform card swipe (AES128) and transmitted over the Internet, utilizing TLS 1.1 or 1.2, (AES128) to a third-party provider (Magensa, LLC) for decryption and downstream transmission to Invoice Cloud Web Portal utilizing TLS 1.2 (AES 128). The collected PAN, Expiry, Name is sent upstream, by Invoice Cloud, to Chase Paymentech, Sage Payment Solutions or BridgePay via TLS 1.1, 1.2 (AES128). After authorization, Invoice Cloud encrypts PAN and Expiration Date with AES 256-bit encryption and PAN, Name, Expiry in a Microsoft SQL Server 2014 database for refunds or recurring payments.</p> <p><u>Card-not-Present</u></p> <p>Interactive Voice Response (IVR), Telephone payments (MOTO) captures PAN, Expiry by a third-party provider (IVR Technology Group and Vocantas, Inc), calls are not recorded. The Third Party transmits the CHD to Invoice Cloud Web Portal via TLS 1.1 or 1.2 (AES128). Invoice Cloud encrypts PAN and Expiration Date with AES 256-bit encryption and stores the data in a Microsoft SQL Server 2014 database for refunds and recurring payments.</p> <p>E-Commerce card-not-present transactions, PAN, Expiry and Name are received via the online portal web application and transmitted upstream, by Invoice Cloud, to Chase Paymentech, Sage Payment Solutions or BridgePay utilizing TSL 1.1, 1.2 (AES128). After authorization, Invoice Cloud encrypts PAN and Expiration Date with AES 256-bit encryption and stores the data in a Microsoft SQL Server 2014 database for refunds or recurring payments.</p>
<p>Describe how and in what capacity your business is otherwise involved in or has the ability to impact the security of cardholder data.</p>	<p>Not Applicable</p>

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility:	Number of facilities of this type	Location(s) of facility (city, country):
Operations Center	1	Brownsville, TX USA
Microsoft Azure Data Center	1	Ashburn, VA USA

Part 2d. Payment Applications

Does the organization use one or more Payment Applications? Yes No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
Not Applicable	Not Applicable	Not Applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No	Not Applicable.

Part 2e. Description of Environment

Provide a **high-level** description of the environment covered by this assessment.

For example:

- Connections into and out of the cardholder data environment (CDE).
- Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.

The Invoice Cloud payment portal is hosted in Microsoft Azure.

The in-scope environment included in the assessment consists of firewalls, processor connections TLS 1.1, 1.2 AES128 (Chase Paymentech, Sage Payment Solutions and BridgePay), IVR (IVR Technology Group and Vocantas, Inc), servers, virtualization, encryption, load balancers, WAF, DMZ Zone and the Internal Zone. The DMZ Zone contains the publicly accessible web server cluster that hosts the online portal. The Internal Zone consists of the Microsoft SQL 2014 Server Cluster and is hosted in Microsoft Azure.

Does your business use network segmentation to affect the scope of your PCI DSS environment?

(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)

Yes No

Part 2f. Third-Party Service Providers

Does your company have a relationship with a Qualified Integrator & Reseller (QIR) for the purpose of the services being validated?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

If Yes:

Name of QIR Company:	Not Applicable
QIR Individual Name:	Not Applicable
Description of services provided by QIR:	Not Applicable

Does your company have a relationship with one or more third-party service providers (for example, Qualified Integrator Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.) for the purpose of the services being validated?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

If Yes:

Name of service provider:	Description of services provided:
Microsoft Azure	Cloud Services
Magensa, LLC	CHD Encryption/Decryption Services
IVR Technology Group	Interactive Voice Response System
Vocantas, Inc.	Interactive Voice Response System

Note: Requirement 12.8 applies to all entities in this list.

Part 2g. Summary of Requirements Tested

For each PCI DSS Requirement, select one of the following:

- **Full** – The requirement and all sub-requirements of that requirement were assessed, and no sub-requirements were marked as "Not Tested" or "Not Applicable" in the ROC.
- **Partial** – One or more sub-requirements of that requirement were marked as "Not Tested" or "Not Applicable" in the ROC.
- **None** – All sub-requirements of that requirement were marked as "Not Tested" and/or "Not Applicable" in the ROC.

For all requirements identified as either "Partial" or "None," provide details in the "Justification for Approach" column, including:

- Details of specific sub-requirements that were marked as either "Not Tested" and/or "Not Applicable" in the ROC
- Reason why sub-requirement(s) were not tested or not applicable

Note: One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.

Name of Service Assessed:		Invoice Cloud Payment Portal Website		
PCI DSS Requirement	Details of Requirements Assessed			Justification for Approach (Required for all "Partial" and "None" responses. Identify which sub-requirements were not tested and the reason.)
	Full	Partial	None	
Requirement 1:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.2.2 – Routers not in use, 1.2.3.a-b – Wireless not in use.
Requirement 2:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2.1.1. – Wireless not in use. 2.6 – Not a shared hosting provider.
Requirement 3:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3.2 – No SAD received. 3.4.1 – disk encryption not in use. 3.6. – does not share encryption keys with customers. 3.6.6. – Manual clear-text key management operations are not performed.
Requirement 4:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.1.1 – Wireless is not in use.
Requirement 5:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.1.2 – systems not commonly affected by malicious software not in use.
Requirement 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 7:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 8:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8.5.1 – No remote access to customer premises.
Requirement 9:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9.5 – No removable media in use. 9.5.1 – No backup media in use. 9.6.1 – No media to be classified.

				<p>9.6.2.– No media sent by courier needed.</p> <p>9.6.3 – No media requires movement.</p> <p>9.7 – No media to store.</p> <p>9.7.1 – No media to store/no inventory to conduct.</p> <p>9.9, 9.9.1., 9.9.2.a-b, 9.9.3 – No POI devices present.</p>
Requirement 10:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 11:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11.2.3 no significant changes.
Requirement 12:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Appendix A1:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Not a shared hosting provider.
Appendix A2:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No use of early version of SSL/TLS.

Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	October 4, 2019	
Have compensating controls been used to meet any requirement in the ROC?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any requirements in the ROC identified as being not applicable (N/A)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Were any requirements not tested?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any requirements in the ROC unable to be met due to a legal constraint?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated October 4, 2019.

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (**check one**):

<input checked="" type="checkbox"/>	<p>Compliant: All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall COMPLIANT rating; thereby <i>Invoice Cloud</i> has demonstrated full compliance with the PCI DSS.</p>						
<input type="checkbox"/>	<p>Non-Compliant: Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall NON-COMPLIANT rating, thereby (<i>Service Provider Company Name</i>) has not demonstrated full compliance with the PCI DSS.</p> <p>Target Date for Compliance:</p> <p>An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. <i>Check with the payment brand(s) before completing Part 4.</i></p>						
<input type="checkbox"/>	<p>Compliant but with Legal exception: One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand.</p> <p><i>If checked, complete the following:</i></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 40%;">Affected Requirement</th> <th>Details of how legal constraint prevents requirement being met</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Affected Requirement	Details of how legal constraint prevents requirement being met				
Affected Requirement	Details of how legal constraint prevents requirement being met						

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

<input checked="" type="checkbox"/>	The ROC was completed according to the <i>PCI DSS Requirements and Security Assessment Procedures, Version 3.2.1</i> , and was completed according to the instructions therein.
<input checked="" type="checkbox"/>	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
<input type="checkbox"/>	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
<input checked="" type="checkbox"/>	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
<input checked="" type="checkbox"/>	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)

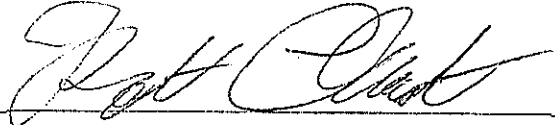
<input checked="" type="checkbox"/>	No evidence of full track data ¹ , CAV2, CVC2, CID, or CVV2 data ² , or PIN data ³ storage after transaction authorization was found on ANY system reviewed during this assessment.
<input checked="" type="checkbox"/>	ASV scans are being completed by the PCI SSC Approved Scanning Vendor <i>Trustwave</i>

¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 3b. Service Provider Attestation



Signature of Service Provider Executive Officer ↑

Date: October 4, 2019

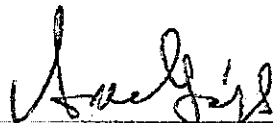
Service Provider Executive Officer Name: Rob Chenault

Title: VP, Systems and Security

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:

Angel Gonzalez, QSA, performed PCI-DSS v3.2.1 Assessment, reviewed evidence, performed remote interviews and evidence reviews and wrote the Report on Compliance.



Signature of Duly Authorized Officer of QSA Company ↑

Date: October 4, 2019

Duly Authorized Officer Name: Angel Gonzalez

QSA Company: Trustwave

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:

Not Applicable.-

Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with the applicable payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3	Protect stored cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4	Encrypt transmission of cardholder data across open, public networks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5	Protect all systems against malware and regularly update anti-virus software or programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6	Develop and maintain secure systems and applications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7	Restrict access to cardholder data by business need to know	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8	Identify and authenticate access to system components	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9	Restrict physical access to cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10	Track and monitor all access to network resources and cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11	Regularly test security systems and processes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12	Maintain a policy that addresses information security for all personnel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Appendix A1	Additional PCI DSS Requirements for Shared Hosting Providers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



CERTIFICATE OF COMPLETION

SOC 1 TYPE II

This is to certify that **Invoice Cloud, Inc.** has been assessed by Skoda Minotti and received an unqualified opinion of its Electronic Bill Presentment with Payment System and on the suitability of the design and operating effectiveness of its controls.

Invoice Cloud, Inc.

www.invoicecloud.net

Engagement Type: **SOC 1 Type II**

Examination Period: **October 1, 2018 to September 30, 2019**



CONDITIONS:

1. Skoda Minotti has issued this certificate to indicate that the aforementioned company has completed an examination of its Electronic Bill Presentment with Payment System under the Statement on Standards for Attestation Engagements No. 18.
2. This certificate offers no guarantee or warranty to any third party for ongoing compliance.
3. Please contact Skoda Minotti & Co. at 866.669.6561 for additional information. This certificate is valid for one year from December 19, 2019.

Skoda Minotti

Signature

December 19, 2019

Date



SKODA MINOTTI
RISK ADVISORY SERVICES

CERTIFICATE OF COMPLETION

SOC 2 TYPE II

This is to certify that **Invoice Cloud, Inc.** has been assessed by Skoda Minotti and received an unqualified opinion of its Electronic Bill Presentment with Payment System and on the suitability of the implementation and operating effectiveness of its controls relevant to security, availability, processing integrity and confidentiality.

Invoice Cloud, Inc.

www.invoicecloud.net

Engagement Type: **SOC 2 Type II**

Examination Period: **October 1, 2018 to September 30, 2019**



CONDITIONS:

1. Skoda Minotti has issued this certificate to indicate that the aforementioned company has completed an examination of its Electronic Bill Presentment with Payment System and on the suitability of the implementation and operating effectiveness of its controls relevant to security, availability, processing integrity and confidentiality.
2. This certificate offers no guarantee or warranty to any third party for ongoing compliance.
3. Please contact Skoda Minotti & Co. at 866.669.6561 for additional information. This certificate is valid for one year from December 19, 2019.

Skoda Minotti

Signature

December 19, 2019

Date



SKODA MINOTTI
RISK ADVISORY SERVICES

January 27, 2023

Invoice Cloud, Inc.
30 Braintree Hill Office Park
Suite 303
Boston, MA 02184

To whom it may concern:

We have received your request for information regarding material changes in internal control related to Invoice Cloud's Electronic Bill Presentment and Payment and PSN Systems. Marcum prepared the latest SOC 1 Type II report for these services, and the report is dated December 7, 2022. This report includes tests of operating effectiveness for the period October 1, 2021 to September 30, 2022.

Invoice Cloud, Inc. ("Invoice Cloud") recognizes the need to maintain an appropriate internal control environment and report upon the effectiveness, as well as material changes to its internal controls. As of January 27, 2023, I am not aware of any *material changes* in our control environment that would adversely affect the auditor's opinion reached in the December 7, 2022 report for the above named SOC 1 Type II.

You should also be aware that Invoice Cloud, as a normal part of its operations, continually updates its services and technology, as appropriate. In addition, the controls for all of Invoice Cloud were designed with certain responsibilities required of the system users (See "User-Entity Controls" section in the SOC 1 Type II report). Invoice Cloud's controls must always be evaluated in conjunction with an assessment of the strength of these user controls.

Finally, to conclude upon the design and effectiveness of internal controls for Invoice Cloud, you must read the current SOC 1 Type II report issued for the period of October 1, 2021 to September 30, 2022. This letter is not intended to be a substitute for the SOC 1 Type II report.

Sincerely,

DocuSigned by:

87CC48BCA47A4BE

Ramesh Kandukuri
CTO
Invoice Cloud, Inc.

January 27, 2023

Invoice Cloud, Inc.
30 Braintree Hill Office Park
Suite 303
Boston, MA 02184

To whom it may concern:

We have received your request for information regarding material changes in internal control related to Invoice Cloud's Electronic Bill Presentment and Payment and PSN Systems. Marcum prepared the latest SOC 2 Type II report for these services, and the report is dated December 7, 2022. This report includes tests of operating effectiveness for the period October 1, 2021 to September 30, 2022.

Invoice Cloud, Inc. ("Invoice Cloud") recognizes the need to maintain an appropriate internal control environment and report upon the effectiveness, as well as material changes to its internal controls. As of January 27, 2023, I am not aware of any *material changes* in our control environment that would adversely affect the auditor's opinion reached in the December 7, 2022 report for the above named SOC 2 Type II.

You should also be aware that Invoice Cloud, as a normal part of its operations, continually updates its services and technology, as appropriate. In addition, the controls for all of Invoice Cloud were designed with certain responsibilities required of the system users (See "User-Entity Controls" section in the SOC 2 Type II report). Invoice Cloud's controls must always be evaluated in conjunction with an assessment of the strength of these user controls.

Finally, to conclude upon the design and effectiveness of internal controls for Invoice Cloud, you must read the current SOC 2 Type II report issued for the period of October 1, 2021 to September 30, 2022. This letter is not intended to be a substitute for the SOC 2 Type II report.

Sincerely,

DocuSigned by:

87CC48BCA47A4BF...

Ramesh Kandukuri
CTO
Invoice Cloud, Inc.



DATE: August 15, 2023
TO: Board of Directors
FROM: Finance and Administration

SUBJECT: Las Virgenes-Triunfo Public Financing Authority: Joint Exercise of Powers Agreement

SUMMARY:

On August 7, 2023, the JPA Board considered and supported a draft Joint Exercise of Powers Agreement to form the Las Virgenes-Triunfo Public Financing Authority. This report presents the draft Joint Exercise of Powers Agreement for approval by the LVMWD Board. Triunfo Water & Sanitation District is presenting the same agreement for approval by its Board.

RECOMMENDATION(S):

Pass, approve and adopt proposed Resolution No. 2626, authorizing the Board President to execute the Joint Exercise of Powers Agreement forming the Las Virgenes-Triunfo Public Financing Authority.

RESOLUTION NO. 2626

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT AUTHORIZING THE CREATION OF THE LAS VIRGENES-TRIUNFO PUBLIC FINANCING AUTHORITY AND APPROVING THE JOINT EXERCISE OF POWERS AGREEMENT WITH THE TRIUNFO WATER & SANITATION DISTRICT AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

(Reference is hereby made to Resolution No. 2626 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

FINANCIAL IMPACT:

There is no financial impact associated with this action. The formation of the Las Virgenes-Triunfo Public Financing Authority is necessary to facilitate the joint financing of the Pure Water Project Las Virgenes-Triunfo through loans from various federal and state sources, and will facilitate the issuance of any debt that is necessary for the project.

DISCUSSION:

The LVMWD Board has taken a number of actions in support of funding and financing of the Pure Water Project Las Virgenes-Triunfo (Pure Water Project). The most significant action has been to assign a total of \$35 million in available funds for "pay-go" of the Pure Water Project from the District's three enterprises. Concurrent to building the District's pay-as-you-go resources for the project, the Board has taken steps, as part of the Las Virgenes-Triunfo Joint Powers Authority, to support the joint application for loans, including from the USEPA (Water Infrastructure Finance and Innovation Act), State Revolving Funds, State Water Resources Control Board Water Recycling Grant Funding Program, and Metropolitan Water District of Southern California Local Resources Program.

On May 1, 2023, the JPA Board considered various structures to facilitate the origination of loans or joint issuance of debt, and authorized staff to pursue the creation of a new financing joint powers authority. On August 7, 2023, the JPA Board reviewed and supported the draft Joint Exercise of Powers Agreement forming the new Las Virgenes-Triunfo Public Financing Authority.

As noted at the August 7th JPA Board meeting, the formation of the Authority would not obligate either District to repay the other partner's proportional share of any debt issued or loans executed. Each debt instrument would be structured such that each District is solely responsible for its proportional share of debt with no joint and several liability. The LVMWD Board will remain as the sole body that can obligate LVMWD for future loans or bonds. However, it should be noted that the new Las Virgenes-Triunfo Public Financing Authority would be the conduit for LVMWD to execute loan documents and issue debt for the Pure Water Project and any other future projects as approved by the Board.

Prepared by: Donald Patterson, Director of Finance and Administration

ATTACHMENTS:

[Proposed Resolution No. 2626](#)

[Joint Exercise of Powers Agreement for Las Virgenes Triunfo Financing Authority - Proposed](#)

RESOLUTION NO. 2626

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT AUTHORIZING THE CREATION OF THE LAS VIRGENES-TRIUNFO PUBLIC FINANCING AUTHORITY AND APPROVING THE JOINT EXERCISE OF POWERS AGREEMENT WITH THE TRIUNFO WATER & SANITATION DISTRICT AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the Joint Exercise of Powers Act, California Government Code § 6500 *et seq.* (the “**JPA Act**”), the Las Virgenes Municipal Water District (the “**District**”) may enter into a joint exercise of powers agreement with one or more public agencies to jointly exercise any power common to them and to exercise additional powers granted under the JPA Act; and

WHEREAS, it is in the District’s best interests to enter into a Joint Powers Agreement with the Triunfo Water & Sanitation District (“**TWSD**”) in order to form a joint powers authority, to be known as the “Las Virgenes-Triunfo Public Financing Authority” (the “**Authority**”) for the purpose of assisting the District and TWSD in financing and refinancing capital improvement projects of each of the District and TWSD, as well as joint projects of the District and TWSD, and in financing working capital for the District and TWSD; and

WHEREAS, under the JPA Act and the herein-defined JPA Agreement, the Authority will be a public entity that is separate and apart from the District and TWSD, and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the District or TWSD or any representative of the District serving on the governing body of the Authority; and

WHEREAS, the Board of Directors (the “**Board**”) of the District, with the aid of its staff and consultants, has reviewed the Joint Exercise of Powers Agreement (the “**JPA Agreement**”) that is attached as Exhibit A, and intends by this Resolution to authorize execution of the JPA Agreement and to approve the creation of the Authority and related matters.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT AS FOLLOWS:

1. All recitals contained above are true and incorporated by reference herein.
2. The Board hereby authorizes the Board President to execute the JPA Agreement with TWSD in substantially the form attached as Exhibit A, together with any such changes as the Board President may deem appropriate, and hereby approves the creation of the Authority for the purposes that are described in the second WHEREAS clause above.
3. The Board President is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and

things necessary or proper for carrying out the transactions contemplated by this Resolution, including but not limited to causing a notice of the JPA Agreement to be prepared and filed within 30 days of the date of adoption of this Resolution with the California Secretary of State in the manner set forth in Section 6503.5 of the JPA Act and with the California State Controller's office.

4. This Resolution shall take effect immediately upon its adoption by the Board, and the Secretary shall certify the vote adopting this Resolution.

5. Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

6. The Board Secretary shall certify to the adoption of this Resolution, enter it into the book of original Resolutions and provide notice to customers and/or publication of same.

PASSED, APPROVED AND ADOPTED this 15th day of August, 2023.

Jay Lewitt, President

ATTEST:

Gary Burns, Secretary

(SEAL)

APPROVED AS TO FORM:

W. Keith Lemieux, District Counsel

EXHIBIT A
JOINT EXERCISE OF POWERS AGREEMENT

JOINT EXERCISE OF POWERS AGREEMENT

between

LAS VIRGENES MUNICIPAL WATER DISTRICT

and

TRIUNFO WATER & SANITATION DISTRICT

creating the

LAS VIRGENES-TRIUNFO PUBLIC FINANCING AUTHORITY

Dated as of _____ 1, 2023

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JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (this “**Agreement**”) is dated as of _____ 1, 2023, and is entered into by and between the LAS VIRGENES MUNICIPAL WATER DISTRICT, a municipal water district that is organized and existing under and by virtue of the laws of the State, including but not limited to Division 20 of the California Water Code (“**LVMWD**”), and TRIUNFO WATER & SANITATION DISTRICT, a county sanitation district that is organized and existing under and by virtue of the laws of the State, including but not limited to Chapter 3 of Part 3 of Division 5 of the California Health and Safety Code (“**TWSD**”).

DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the California Government Code (the “**Act**”) authorizes LVMWD and TWSD to create a joint exercise of powers entity which has the power to exercise any powers common to LVMWD and TWSD and to exercise additional powers granted to such entity under the Act. This Agreement creates such an agency, which shall be known as the “Las Virgenes-Triunfo Public Financing Authority” (the “**Authority**”) for the purposes and to exercise the powers described herein.

B. LVMWD is authorized to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to California Water Code §§ 71592, 71610, 71611, 71612, 71690, 71691, 71692, 71722, 71723, 71811, 71812 and 71853 and other laws of the State of California.

C. TWSD is authorized to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to California Health and Safety Code §§ 4740, 4741, 4743, 4744, 4746.1, 4764 and 4767 and other laws of the State of California.

D. Article 4 of the Act (known as the “Marks-Roos Local Bond Pooling Act of 1985”) authorizes and empowers the Authority to issue or execute bonds or other obligations and to purchase bonds or other obligations issued or executed by, or to make loans to, LVMWD or TWSD for the purpose of financing public capital improvements, working capital, liability and other insurance needs or projects whenever there are significant public benefits, as determined by LVMWD or TWSD. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

“**Act**” means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended.

“**Agreement**” means this Joint Exercise of Powers Agreement, dated as of ____ 1, 2023, by and between LVMWD and TWSD, as it may be amended from time to time, creating the Authority.

“**Authority**” means the Las Virgenes-Triunfo Public Financing Authority created by this Agreement.

“**Board**” means the governing board of the Authority, consisting of each member of the governing board of LVMWD and each member of the governing board of TWSD.

“**Brown Act**” means the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.

“**Indenture**” means, without limitation, each indenture, resolution, trust agreement, fiscal agent agreement, lease, sublease, loan agreement, installment purchase agreement or other instrument pursuant to which Obligations are issued or incurred.

“**LVMWD**” means the Las Virgenes Municipal Water District, a municipal water district that is organized and existing under and by virtue of the laws of the State, including but not limited to Division 20 of the California Water Code.

“**Member**” or “**Members**” means the members of the Authority from time to time as may be modified in accordance with this Agreement. As of the date of this Agreement, the Members are LVMWD and TWSD.

“**Obligations**” means bonds and any other evidence of indebtedness of the Authority authorized and issued pursuant to the Act.

“**State**” means the State of California.

“**TWSD**” means Triunfo Water & Sanitation District, a county sanitation district that is organized and existing under and by virtue of the laws of the State, including but not limited to Chapter 3 of Part 3 of Division 5 of the California Health and Safety Code.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting in the financing and refinancing of capital improvement projects of LVMWD and TWSD and the financing of working capital for LVMWD and TWSD by exercising the powers referred to in this Agreement. Upon approval of the Board, the Authority may also assist other public agencies in the financing and refinancing of capital improvement projects and the financing of working capital.

Section 3. Term. This Agreement becomes effective as of the date hereof and shall continue in full force and effect until terminated by a supplemental agreement of TWSD and LVMWD; *provided, however*, that in no event shall this Agreement terminate while any Obligations of the Authority remain outstanding under the terms of any Indenture or other instrument pursuant to which such Obligations are issued or incurred.

Section 4. The Authority.

(a) Creation of the Authority.

(1) There is hereby created pursuant to the Act an authority and public entity to be known as the “Las Virgenes-Triunfo Public Financing Authority.” As provided in the Act, the Authority shall be a public entity separate from the Members. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members, notwithstanding the fact that they may be payable from revenues of one or more of the Members as described in Section 10(b)(1).

(2) Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State in the manner set forth in Section 6503.5 of the Act. Such notice shall also be filed with the office of the State Controller.

(3) In addition, as required by Section 53051 of the California Government Code, within 70 days after the effective date of this Agreement, the Authority shall file with the Secretary of State on a form prescribed by the Secretary of State and also with the County Clerk of Los Angeles County a statement of the following facts: (1) the full, legal name of the Authority; (2) the official mailing address of the Board; (3) the name and residence or business address of each member of the Board; and (4) the name, title and residence or business address of the Chair and Secretary of the Authority, and within 10 days after any change in the facts required to be stated pursuant to the foregoing, an amended statement containing such information shall be filed with the Secretary of State on a form prescribed by the Secretary of State and also with the County Clerk of Los Angeles County.

(b) Governing Board.

(1) The Authority will be administered by the Board, which will consist of each member of the governing board of LVMWD and each member of the governing board of TWSD. The term of office as a member of the Board will terminate when such member of the Board ceases to hold his or her respective seat on the governing board of LVMWD or TWSD, as applicable, and the successor to such seat on the governing board of LVMWD or TWSD, as applicable, will automatically become a member of the Board upon assuming such office.

(2) Members of the Board will not receive any compensation for serving as such, but will be entitled to reimbursement for necessary expenses actually incurred in connection with serving as a member if the Board determines that such expenses will be reimbursed and there are unencumbered funds available for such purpose; provided that: (a) any such reimbursement for a Board member who is also a member of the governing board of LVMWD shall be limited to the amount that is determined by the governing board of LVMWD; and (b) any such reimbursement for a Board member who is also a member of the governing board of TWSD shall be limited to the amount that is determined by the governing board of TWSD.

(c) Meetings of Board.

(1) Time and Place. The time and place for holding Board meetings shall be established, and may be changed at any time, by resolution of the Board. Initially, the Board shall conduct regular meetings on the first Monday of each month that is a business day, at the same location as the regular meetings of the governing board of the existing Las Virgenes-Triunfo Joint Powers Authority relating to joint facilities, as per the legal notice for such meetings. If the Secretary does not post an agenda for a regular meeting pursuant to the Brown Act, then such failure to post shall be deemed to be a determination by the Chair that no items require discussion and, therefore, that the regular meeting has been cancelled, except as otherwise provided in the Brown Act. The Board may hold special meetings at any time and from time to time in accordance with law.

(2) Legal Notice. All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act.

(3) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Members.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(5) Affirmative Vote. Unless otherwise agreed by the Board, no action or resolution of the Board shall be effective unless a majority of the members of the Board shall vote to adopt such action or resolution.

(d) Officers; Duties; Bonds.

(1) The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Treasurer, Deputy Treasurer and Secretary.

The Chair shall be the person serving as the President or Chair, as applicable, of the governing board of either LVMWD or TWSD, alternating annually beginning on January 1 of each year, provided that the initial Chair shall be the person serving as the Chair of the governing board of TWSD, who shall serve as Chair from the effective date of this Agreement through December 31, 2023.

The Vice Chair shall be the person serving as the President or Chair, as applicable, of the governing board of either LVMWD or TWSD who is not then serving as the Chair, alternating annually beginning on January 1 of each year, provided that the initial Vice Chair shall be the person serving as the President of the governing board of LVMWD, who shall serve as Vice Chair from the effective date of this Agreement through December 31, 2023.

The Executive Director shall be the person serving as the General Manager of LVMWD.

The Treasurer shall be the person serving as the Treasurer of the governing board of LVMWD.

The Deputy Treasurer shall be the person serving as the Director of Finance & Administration of LVMWD.

The Secretary shall be the person serving as the Secretary of the governing board of LVMWD.

The officers shall perform the duties normal to their respective offices and such other duties as may be imposed by the Board. The foregoing officers shall sign all contracts on behalf of the Authority and shall perform such other duties as may be imposed by the Board; provided that the Board may, by resolution, authorize other officers of the Authority to sign contracts on behalf of the Authority. The Vice Chair shall act, sign contracts, and perform all of the Chair's duties in the absence of the Chair. The Secretary shall perform such duties as may be imposed by the Board and cause a copy of this Agreement, and any amendment to this Agreement, to be filed with the California Secretary of State pursuant to the Act. These officers shall have such additional powers and duties as may be determined by the Board from time to time by resolution.

The Board shall appoint a General Counsel of the Authority from time to time.

(2) Pursuant to Section 6505.6 of the Act, the person serving as the Treasurer of the governing board of LVMWD is hereby designated as the Treasurer of the Authority. The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of \$25,000 as required by Section 6505.1 of the Act; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500 (excluding amounts held by a trustee or other fiduciary in connection with any Obligations). The cost of the bond, if necessary, shall be paid by LVMWD.

(3) So long as required by Sections 6505 and 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board, LVMWD and TWSD which report shall describe the amount of money held by the Treasurer of the Authority, the amount of receipts since the last such report and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Obligations to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(4) The services of the officers shall be without compensation by the Authority. LVMWD will provide such other administrative services as required by the Authority, and shall not receive economic remuneration from the Authority for the provision of such services.

(5) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(6) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(7) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.

(8) The Members hereby confirm their intent and agree that, as provided in Section 4(a) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of LVMWD or TWSD, notwithstanding the fact that they may be payable from revenues of one or more of the Members as described in Section 10(b)(1).

(9) In any event, the Authority or LVMWD shall cause all records regarding the Authority's formation, existence, operations, any Obligations issued or incurred by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any Obligations issued or incurred by the Authority, whichever is later.

(10) Confirmation of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each calendar year.

(11) No Board member, officer, agent or employee of the Authority, without prior specific or general authority by a vote of the Board, shall have any power or authority to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount.

Section 5. Powers.

(a) The Authority shall have any and all powers which are common powers of the Members, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers which are specifically prohibited to the Authority by applicable law. Except as otherwise set forth herein as permitted by law, the Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of LVMWD and TWSD.

(b) The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue bonds or otherwise incur debts, liabilities or Obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Obligations.

(c) Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

(d) Notwithstanding anything to the contrary in this Agreement, the Authority shall not have the power or the authority to enter into any retirement contract with any public retirement system (as defined in Section 6508.2 of the California Government Code) for any reason. The provision in this paragraph is intended to benefit the Members and to be a confirming irrevocable obligation of the Authority which may be enforced by the Members, individually or collectively.

Section 6. Termination of Powers. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. Fiscal Year. Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year, which shall be the period from the effective date of this Agreement to June 30, 2024.

Section 8. Disposition of Assets. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by Section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal, shall be distributed

in proportion to any contributions made by the Members, to LVMWD and TWSD, subject to Section 9 hereof.

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by LVMWD or TWSD, as the case may be, and the Authority at the time of making such advance, as provided by Section 6512.1 of the Act. It is mutually understood and agreed that neither LVMWD nor TWSD has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The Members may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

Section 10. Obligations.

(a) Authority to Issue or Incur Obligations. When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue or incur Obligations for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Obligations shall have such terms and conditions as are authorized by the Board.

(b) Limited Obligations.

(1) The Obligations, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority or any Member. The Obligations shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable Indenture(s). The Obligations shall not constitute a debt, liability or obligation of the State or any public agency thereof, including any Member, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including the Members, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Obligations, nor shall the State or any public agency or instrumentality thereof, including the Members, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

(2) No covenant or agreement contained in any Obligation or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority or any Member, in his or her individual capacity, and no director or officer of the Authority executing an Obligation shall be liable personally on such Obligation or be subject to any personal liability or accountability by reason of the issuance of such Obligation.

Section 11. Agreement not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between LVMWD and TWSD, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Accounts and Reports.

(a) Books and Records. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Obligations (to the extent that such duties are not assigned to a trustee for owners of Obligations). The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

(b) Indentures. The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 12.

(c) Audits. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 12, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(d) Audit Reports. The Treasurer of the Authority, as soon as practicable after the close of each Fiscal Year, but in any event within the time necessary to comply with the requirements of the Act, shall file a report of the audit performed pursuant to this Section 12 as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. Funds. Subject to the provisions of each Indenture for outstanding Obligations providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 14. Conflict of Interest Code. The Authority shall, by resolution, adopt a Conflict of Interest Code to the extent required by law.

Section 15. Breach. If default shall be made by LVMWD or TWSD in any covenant contained in this Agreement, such default shall not excuse either LVMWD or TWSD from fulfilling its obligations under this Agreement, and LVMWD and TWSD shall continue to be liable for the performance of all conditions herein contained. LVMWD and TWSD hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and LVMWD and TWSD hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 16. Notices. Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

Section 17. Withdrawals and Additions of Members.

(a) Withdrawals. Any Member may withdraw from the Authority by filing with the Board a certified copy of a resolution of the governing body of the Member expressing its desire to so withdraw, whereupon the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect the existence of the Authority nor the effectiveness of any Obligations of the Authority. If such withdrawal results in the termination of the Authority, such termination shall be subject to the limitations of Section 3 and the Member shall pay all of its outstanding obligations to the Authority prior to such termination becoming effective.

(b) Additional Members. Any public agency may be added as a party to this Agreement, and become a Member, by filing with the Board a certified copy of a resolution of the governing body of such public agency whereby it agrees to the provisions of this Agreement and requests to become a Member. The Board may accept or reject any such proposal in its sole discretion, and if accepted, such public agency shall become a Member when: (i) its admission is approved by a vote of a majority of the Board voting on the matter; (ii) such public agency agrees to bear its future share of the costs and expenses incurred by the Authority in the course of its activities; and (iii) such public agency signs this Agreement. Upon satisfaction of the provisions of this clause (b), such public agency shall be a Member for all purposes of this Agreement. The effectiveness of such membership shall not constitute or require an amendment or modification of this Agreement.

Section 18. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of TWSD and LVMWD, as the initial Members, when each party has executed a counterpart of this Agreement.

Section 19. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 20. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 21. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by the Members at any time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof; and provided further that such supplemental agreement shall be subject to any restrictions contained in any Obligations or documents related to any Obligations to which the Authority is a party.

Section 22. Form of Approvals. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of LVMWD, by resolution duly adopted by the governing board of LVMWD, and, in the case of TWSD, by resolution duly adopted by the governing board of TWSD, and, in the case of the Authority, by resolution duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 23. Waiver of Personal Liability. No member, officer, employee, attorney, agent, governing board member or Board member of the Authority, LVMWD or TWSD shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such members, officers, employees, attorneys, agents, governing board member or Board member against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no member, officer, employee, attorney, agent, governing board member or Board member, of the Authority, LVMWD or TWSD shall be personally liable on any Obligations or be subject to any personal liability or accountability by reason of the issuance of Obligations pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 24. Notices. Notices to LVMWD hereunder shall be sufficient if delivered to the General Manager of LVMWD at 4232 Las Virgenes Road, Calabasas, California 91302-1994, and notices to TWSD hereunder shall be sufficient if delivered to the General Manager of TWSD at 370 North Westlake Boulevard, Suite 100, Westlake Village, California 91362. The notice address for the Authority shall be 4232 Las Virgenes Road, Calabasas, California 91302-1994.

Section 25. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 26. Dispute Resolution.

(a) Disputes can be best avoided by full, fair and complete communication. The Members will do everything reasonably possible to undertake and foster such communication. Directors and staff of the Members are permitted and encouraged to address one another during regular business hours and during meetings. The procedures in this section may be invoked when disputes arise despite the best efforts of the Members, their officers, agents and employees. This provision anticipates that disputes will be divided into two categories. A “budget dispute” arises when a Member wishes to contest expenditures of the Authority. A “general dispute” arises when a Member disputes any other decision of the Board or officers of the Authority or any interpretation of this Agreement. This provision provides a different alternate dispute resolution process depending on whether a budget dispute or a general dispute has arisen.

(b) A Member may invoke dispute resolution for a budget dispute by serving a written statement on the President or Chair, as applicable, of each Member. The statement shall identify the issues to be resolved, the position of the petitioner, the apparent position of the respondent, and a summary of anticipated evidence. The Members are required to use dispute resolution strictly in the following order: (1) through mediation with a neutral mediator or fact-finder; and (2) if still needed, by binding arbitration. If arbitration becomes necessary, each Member will select a neutral arbitrator (one that is technically qualified for the specific issue, if possible), and the two arbitrators so

selected shall select a third neutral arbitrator (also technically qualified, if possible) to chair the three-person arbitration. The arbitrators shall conduct the arbitration as expeditiously as possible according to the appropriate laws and rules regarding arbitrations in California. The arbitration panel shall limit its award to a determination of reasonableness and need, and to a determination of whether the petition of the petitioner or the respondent is most appropriate for matters that a Member refuses to approve. Each Member shall pay its own attorneys' fees and costs of dispute resolution, but the prevailing party as determined by the arbitrator shall be entitled to recover attorneys' fees and costs.

(c) A party may invoke this subsection to deal with a general dispute by filing a written request with the President or Chair, as applicable, of each Member. At the next regular meeting occurring at least four days after the filing of the request, the governing board of each Member shall appoint two of its governing members to serve on a committee. The committee members shall meet forthwith to receive and consider the reports of each Member on the subject matter of the dispute. The committee will report its findings at the next scheduled meeting of the Authority to occur at least thirty (30) days after the appointment of the committee. If the dispute is not resolved after the committee have met and conferred, either party may press the appointment of a mediator. If the parties are unable to select a mutually agreeable mediator, the mediator shall be selected, by using the procedures specified for the appointment of a mediator by a court. If the dispute is not resolved as a result of mediation, a party may request advisory arbitration. If the parties cannot select an arbitrator by mutual agreement, the process for selecting an arbitrator in a court proceeding shall be followed. After appointment of an arbitrator, either party may obtain copies of records in the possession of the other party at no cost by written request. Witnesses may be deposed, but the record of the deposition shall be a videotape record. The record of the arbitration shall also be videotaped. The decision of the arbitration shall be written and transmitted simultaneously to the President or Chair, as applicable, of each Member.

Section 27. Miscellaneous.

(a) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(b) Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by a Member, such action may be exercised through the officers, staff or employees of such Member, in the manner provided by law.

(c) This Agreement is made in the State of California, under the Constitution and laws of California and is to be construed as a contract made and to be performed in California.

(d) This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers or officials thereunto duly authorized.

LAS VIRGENES MUNICIPAL WATER DISTRICT

By _____
President

Attest:

District Secretary

TRIUNFO WATER & SANITATION DISTRICT

By: _____
Chair

Attest:

District Secretary

Water Warriors – 2023 Customer Appreciation Program

Are you being WISE with your water? Are you full of Greenovation? Have you conquered your water thirsty lawn through innovative native, climate appropriate landscape design implementation? If so, LVMWD considers you a water warrior! If you are a water warrior – you know who you are!

LVMWD wants to acknowledge those individuals who have worked extremely hard to reduce their daily water usage through water efficient best practices including transformed landscapes. This summer LVMWD is launching a customer appreciation award program, to recognize the “difference makers” that go above and beyond to be more water efficient. The intention of this program is to recognize a small portion of our hardcore water warriors, with a WISE Award (**W**ater-**C**onscious **I**ndividual **S**tewardship and **E**xcellence Award) and a Greenovation Landscape Transformation Award. Winners will receive an array of prizes. Be on the lookout for an e-mail from LVMWD to see if you have been selected!

In order to be considered for the WISE Award customers need to have demonstrated “water thrifty” best practices in and around their home consistently during the 2022 Drought and currently despite the lifting of imposed water restrictions. Awardees are selected on the basis of an aggregate of data monitoring. Prospective winners are selected by District staff.

In order to be considered for the Greenovation Award, customers must have successfully completed a turf transformation project with funding assistance through Metropolitan Water District’s (bewaterwise.com) Turf Replacement Program. Staff will be selecting completed projects with the best designs for climate appropriate and drought resilient plantings. In addition to these requirements, customers must be in good-standing with the District, having paid their bills on time.

This award program will be running for the next three months—July, August, and September 2023—where we will be selecting two winners per award category each month.

*Customers only qualify to win once in an effort recognize as many water warriors as possible.



DATE: August 15, 2023
TO: Board of Directors
FROM: General Manager

SUBJECT: ACWA Committee Appointment Nominations for 2024-25 Term

SUMMARY:

On June 28, 2023, the District received correspondence from ACWA requesting that ACWA members prepare to reconstitute all committees for the 2024-25 term. A Committee Consideration Form must be completed and returned to ACWA no later than September 30, 2023 for the District's nominations to be eligible for consideration.

During the 2022-23 term, the following members served on ACWA Committees: Director Charles Caspary (State Legislative Committee), Director Jay Lewitt (Federal Affairs Committee), Former Director Lynda Lo-Hill (Agriculture Committee), Director Len Polan (Water Management Committee), and Former Director Lee Renger (Energy Committee). In addition, Director of Facilities and Operations John Zhao served on the Energy Committee, Director of Finance and Administration Don Patterson served on the Finance Committee, Public Affairs Associate II Steven Baird served on the Communications Committee, Public Affairs Associate II Riki Clark served on the Water Quality Committee, and General Manager David Pedersen served as Chair of the Water Management Committee.

RECOMMENDATION(S):

Select candidates for ACWA committee appointment or re-appointment consideration, and authorize the General Manager to sign and return the completed Committee Consideration Form to ACWA no later than September 30, 2023.

FINANCIAL IMPACT:

There is no financial impact associated with this item. If committee appointments are confirmed by ACWA, the District would be responsible for all costs associated with the participation of its representatives on the committees.

DISCUSSION:

Director Charles Caspary expressed an interest in continuing to serve on the State Legislative Committee, Board President Jay Lewitt expressed an interest in continuing to serve on the

Federal Affairs Committee, and Director Len Polan expressed an interest in continuing to serve on the Water Management Committee. Director Andy Coradeschi expressed an interest in serving on the Water Quality, Water Management, or Energy Committees.

The following staff members have expressed interest in continuing to participate on the specified ACWA committees: John Zhao, Director of Facilities and Operations (Energy Committee), Don Patterson, Director of Finance and Administration (Finance Committee), Steven Baird, Public Affairs Associate II (Communications Committee), and Riki Clark, Public Affairs Associate II (Water Quality Committee). Sara Alvarez, Water Quality Supervisor, also expressed an interest in serving on the Water Quality Committee. In addition, David Pedersen, General Manger, would like to continue his role as Chair of the Water Management Committee, which requires appointment by the incoming ACWA President.

GOALS:

Provide Safe and Quality Water with Reliable Services

Prepared by: David Pedersen, General Manager

ATTACHMENTS:

[ACWA Committee Composition and Consideration Form.pdf](#)



JOIN A COMMITTEE AND GET INVOLVED

ACWA has 13 standing committees that members can join and get involved. This is a great way for members to engage in state and local issues and influence policy and legislation. Committees are structured to include representation from all 10 ACWA Regions, bringing together diverse voices on technical and policy matters. **Take action, join a committee!**

COMMITTEE APPOINTMENT PROCESS TIMELINE

2024 - 2025 TERM

Committee consideration forms emailed to member agency general managers and board presidents.

28

JUNE

Region Chair and Vice Chair recommendation deadline.

9

NOV

Incoming ACWA President appoints members of committees.

13

DEC

30

SEPT

All completed consideration forms due.
Any consideration submitted after deadline will be put on a waiting list.

29

NOV

Region recommendations given to incoming ACWA President.

31

DEC

ACWA notifies committee members of appointments and rosters posted on acwa.com.

COMMITTEE COMPOSITION

Committee members are appointed for two-year terms that begin on Jan. 1 of even-numbered years. You can learn more about ACWA's 13 standing committees below. For more information and bylaws, visit www.acwa.com. If you have any questions, please contact Region and Member Engagement Specialist Ana Javid at anaj@acwa.com.

Committee	Description	Composition	Meetings Per Year	Liaison
Agriculture	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of ACWA and its members. 	Unlimited	4	Stephen Pang State Relations Advocate stephenp@acwa.com
Business Development	<ul style="list-style-type: none"> Develops and recommends to the Board of Directors programs and activities to be provided or administered by the association that generate non-dues revenue and provide a service or benefit to association members. 	Unlimited	2	Joseph Ramos Business Development Representative josephr@acwa.com
Communications	<ul style="list-style-type: none"> Develops and recommends to the Board of Directors and ACWA staff regarding communications and public affairs programs. Promotes sound public information and education programs and practices among member agencies. Prepares and distributes materials for use by member agencies in their local outreach efforts. Provides input and guidance to ACWA's Communications Department. 	Limited to 40	4	Heather Engel Director of Communications heathere@acwa.com
Energy	<ul style="list-style-type: none"> Recommends policies and programs to the Board of Directors, the State Legislative Committee and the Federal Affairs Committee as appropriate. 	Unlimited	4	Nick Blair State Relations Advocate nickb@acwa.com
Federal Affairs	<ul style="list-style-type: none"> Coordinates with other ACWA committees regarding input on federal issues before both Congress and the federal administrative branches. 	Limited to 5 per Region	2	David Reynolds Director of Federal Relations davidr@acwa.com
Finance	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors regarding annual budgets, investment strategies, annual audits and auditor selection, dues formula and schedule, and other financial matters. 	Limited to 2 per Region (1 Region Chair/ Vice Chair and 1 with financial experience)	4 - 5	Dan Gumpert Controller dang@acwa.com
Groundwater	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors on groundwater policy issues. Monitors state and federal regulations and legislation affecting the quality and management of groundwater. Conducts studies and gathers data on groundwater issues. Develops policies regarding groundwater management. Coordinates with other committees on groundwater issues. 	Unlimited	4	Soren Nelson State Relations Advocate sorenn@acwa.com

Committee	Description	Composition	Meetings Per Year	Liaison
Legal Affairs	<ul style="list-style-type: none"> Acts on requests for assistance on legal matters of significance to ACWA member agencies. Reviews proposed ACWA bylaw revisions and works with staff to produce publications to assist member agencies in complying with state and federal laws. Files amicus curiae filing on important cases, comments on proposed regulations and guidelines of state agencies such as the Fair Political Practices Commission and monitors and engages in water rights matters of interest to member agencies. 	Limited to 45	2 - 3	Kris Anderson State Relations Advocate krisa@acwa.com
Local Government	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors and the State Legislative Committee on local government matters affecting water agencies, including planning issues, local government organization, and finance. Gathers and disseminates information on the value of special districts, and shares information promoting excellence in local government service delivery. 	Limited to 3 per Region	2	Julia Hall Legislative Relations Manager juliah@acwa.com
Membership	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors regarding membership policies, eligibility and applications for membership. Assists staff in developing membership recruitment and retention programs and reviews and makes recommendations to the Finance Committee regarding an equitable dues structure. 	Unlimited	2	Katie Dahl Member Services Manager katied@acwa.com
State Legislative	<ul style="list-style-type: none"> Reviews relevant introduced and amended legislation, and develops positions and provides recommendations to the Board of Directors on ballot measures and other major statewide policy issues. Works with staff amendments to bills and provides direction for staff on legislative matters. 	Limited to 4 per Region	10 - 12	Adam Quiñonez Director of State Relations adamq@acwa.com
Water Management	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors on policy and programs related to water management. Reviews and recommends positions on legislation and regulations as requested by other committees. Assists in gathering and disseminating information regarding agricultural and urban water management, water conservation and water use efficiency, development and use of water resources, wastewater treatment and water recycling and reuse. 	Limited to 4 per Region	4	Chelsea Haines Regulatory Relations Manager chelseah@acwa.com
Water Quality	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors, the State Legislative Committee and the Federal Affairs Committee on policy and programs regarding water quality issues. Promotes cost-effective state and federal water quality regulations and provides a forum for members to work together to develop and present unified comments on water quality regulations. Develops and recommends positions and testimony on water quality regulatory issues. 	Unlimited	4	Nick Blair State Relations Advocate nickb@acwa.com



COMMITTEE CONSIDERATION FORM

PLEASE PRINT LEGIBLY

Agency Name (DO NOT use acronyms or abbreviations)		ACWA Region #
Agency Address	City, State & Zip	Phone

BELOW PLEASE LIST ALL THOSE INTERESTED IN BEING ON ACWA COMMITTEES FOR YOUR AGENCY. FOR ADDITIONAL RECOMMENDATIONS PLEASE FILL OUT ANOTHER FORM.

**If an individual is not an agency employee or director, please indicate company affiliation.*

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Signature (<i>Agency/District General Manager or Board President signature required</i>)	Title	Date
--	-------	------

Committee member contact information will be shared on the committee roster and is to be used for committee business only.

QUESTIONS?

Contact acwacommittees@acwa.com
or (916) 441-4545

980 9th Street, Suite 1000
Sacramento, CA 95814
www.acwa.com



DATE: August 15, 2023
TO: Board of Directors
FROM: General Manager

SUBJECT: Knowledge to Implementation (K2i) Platform Subscription: Authorization

SUMMARY:

On January 10, 2023, the General Manager executed an agreement with Booky Oren Global Water Technologies (BOGWT), in the amount of \$25,000, for an introductory subscription to its Knowledge to Implementation (K2i) Platform. The K2i Platform supports a growing network of leading utilities from around the globe to share best practices, improve performance, enhance resiliency and elevate the level of service provided to their respective customers. The BOGWT Team actively engages with its participating utilities to identify their unique domains of interest and connect them with a body of accumulated knowledge from leading utilities through interactive K2i+ sessions. Additionally, participating utilities have on-demand access to a K2i Portal with several hundred presentations organized by subject matter.

Given the value derived from the introductory subscription, staff recommends authorization to execute an agreement with BOGWT, in the amount of \$70,000, for a one-year subscription to its K2i Platform.

RECOMMENDATION(S):

Authorize the General Manager to execute an agreement with Booky Oren Global Water Technologies, in the amount of \$70,000, for a one-year subscription to its Knowledge to Implementation Platform.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The cost of the one-year subscription is \$70,000. Sufficient funds are available in the adopted

Fiscal Year 2023-24 Budget.

DISCUSSION:

The District's introductory subscription to the Knowledge to Implementation (K2i) Platform began with a Points of Interest Workshop that was held on January 25, 2023. At the workshop and with the assistance of the BOGWT Team, staff identified the domains of interest for the District, including operations, information technology and cybersecurity, water quality, engineering, innovation/research and development, sources of supply and human resources. Additionally, three topics were selected for more in-depth K2i+ sessions: cybersecurity (March 14, 2023), human resources (March 27, 2023) and predictive maintenance of rotating equipment (April 20, 2023).

Attached for reference is a proposal from BOGWT for the continued engagement through a one-year subscription, together with a presentation on the value of the K2i Platform to support the District's continuous improvement process.

Prepared by: David Pedersen, General Manager

ATTACHMENTS:

[BOGWT Engagement Proposal](#)
[Presentation on K2i Platform](#)

07/27/2023

To: Mr. David Pederson
General Manager,
Las Virgenes Municipal Water District

**Subject: Knowledge to Implementation(K2i) Platform Subscription
for Las Virgenes of Municipal Water District (LVMWD)**

Dear Dave,

Following our recent discussions, BOGWT is happy to present the following K2i subscription proposal, which scope was crafted specifically for LVMWD. The proposal document includes the following:

- 1. General – Scope of Knowledge Package Subscription and Support:**
- 2. K2i Subscription Proposal –Activities and Timeline**
- 3. Budget & Payment Terms**

1. General – Scope of Subscription and Support

Following a successful pilot of the K2i, BOGWT are happy to present the following proposal for continued support of LVMWD via the K2i platform for knowledge sharing. Throughout the Pilot, BOGWT shared access to the K2i Best Practices inventory (over 200 best practices from agencies around the world), presented over 50 Best Practices from leading utilities, and conducted three “K2i +” workshops with the team, on the topics of Cyber Security, Predictive Maintenance and Human Resources. Additionally, All LVMWD staff have had complete access to the K2i Digital Portal which includes a library of over 130 presentations by leading utilities.

The following proposal details the scope of LVMWD's subscription to the K2i Platform, portal, and support thereof. The proposal details the access available to the utility, both to the online portal and any / all new materials and to the support services offered by BOGWT. In accordance with the operational reality and current challenges faced by LVMWD, the proposal allows maximum access with minimal time investment by the utility and its staff.

2. K2i Subscription Proposal – Activities and Timeline

2.1. K2i Activities

#	Activities	Executed by:	Estimated Completion Date:
1	Access to the K2i's Strengths Inventory – BOGWT will share the updated inventory of over 200 Strengths and Over 110 presentation recordings, to assist in the selection of relevant topics	BOGWT	Continuous and Updated
2	Monitoring of Challenges and Points of Interest – Ongoing Global Perspective by BOGWT Definition and Prioritization of Projects for LVMWD Selection of Best Practices to serve selected projects. The outcome of this workshop is a prioritized list of Projects that can be supported via the K2i Portal and services	BOGWT	Continuous throughout the engagement
3	Unlimited Access and Use of the Knowledge to Implementation Digital Portal The portal contains all recorded and shared materials exchanged by global leading utilities as part of K2i interactions, facilitated by BOGWT, and is continuously updated with new recordings as K2i members exchange knowledge.	BOGWT	Continuous throughout the subscription
4	K2i + BOGWT will update LVMWD on the available K2i+ meeting subjects, aggregated summaries, and insights on key topics from the K2i meetings. Upon LVMWD's request - BOGWT will conduct K2i+ workshops with the relevant team	BOGWT	Once every 2-months throughout the engagement
5	K2i V (vendors) – an additional layer of information presented via the K2i Portal, includes access to utilities sharing information regarding specific vendors and their experience of piloting/use of technology. UNDER DEVELOPMENT	BOGWT	Currently under development. Continuous access following launch – Expected September
6	Request for Materials / Clarification BOGWT will supply LVMWD with requested materials/answers to clarification questions regarding portal content within a period of 6 weeks.	BOGWT	Continuous
7	Periodic Update Report BOGWT will provide LVMWD management with an update regarding K2i activity, new Strengths, and K2i + / K2i V added to the platform, once every 2 months. The meeting will take no longer than 60 minutes and will focus on presenting new additions to the platform and its support services	BOGWT and LVMWD Management	Periodic – Once every 2-months
8	Utilities' Strengths As a precursor to K2i meetings, BOGWT will work with LVMWD to identify several of the agency's strengths to be shared in the K2i platform.	BOGWT and LVMWD	Upon interest from member agencies

3. Budget & Payment Terms

The cost of the subscription for 1-year is \$70,000.

BOGWT will submit one invoice to the amount of \$70,000 upon commencement of the engagement period.

Invoices shall be paid within 15 days.

Kind regards,

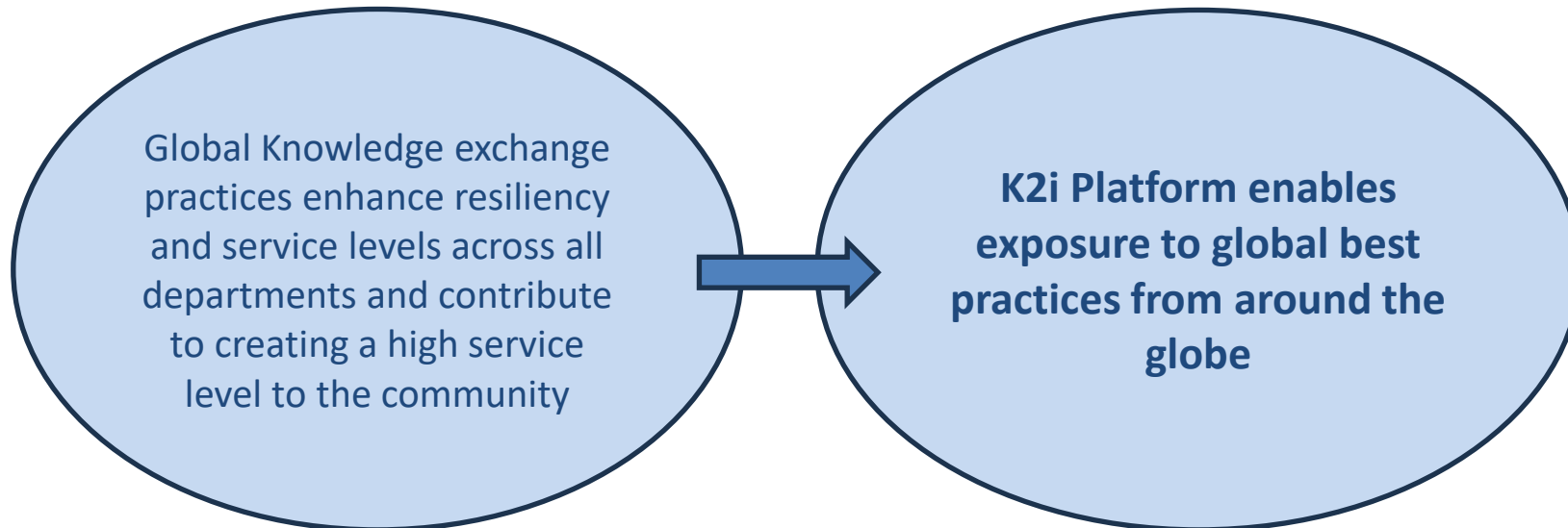
Booky Oren

Chairman & CEO | Booky Oren Global Water Technologies Ltd.

Supporting LVMWD's Continuous Improvement by Leveraging the K2i Platform

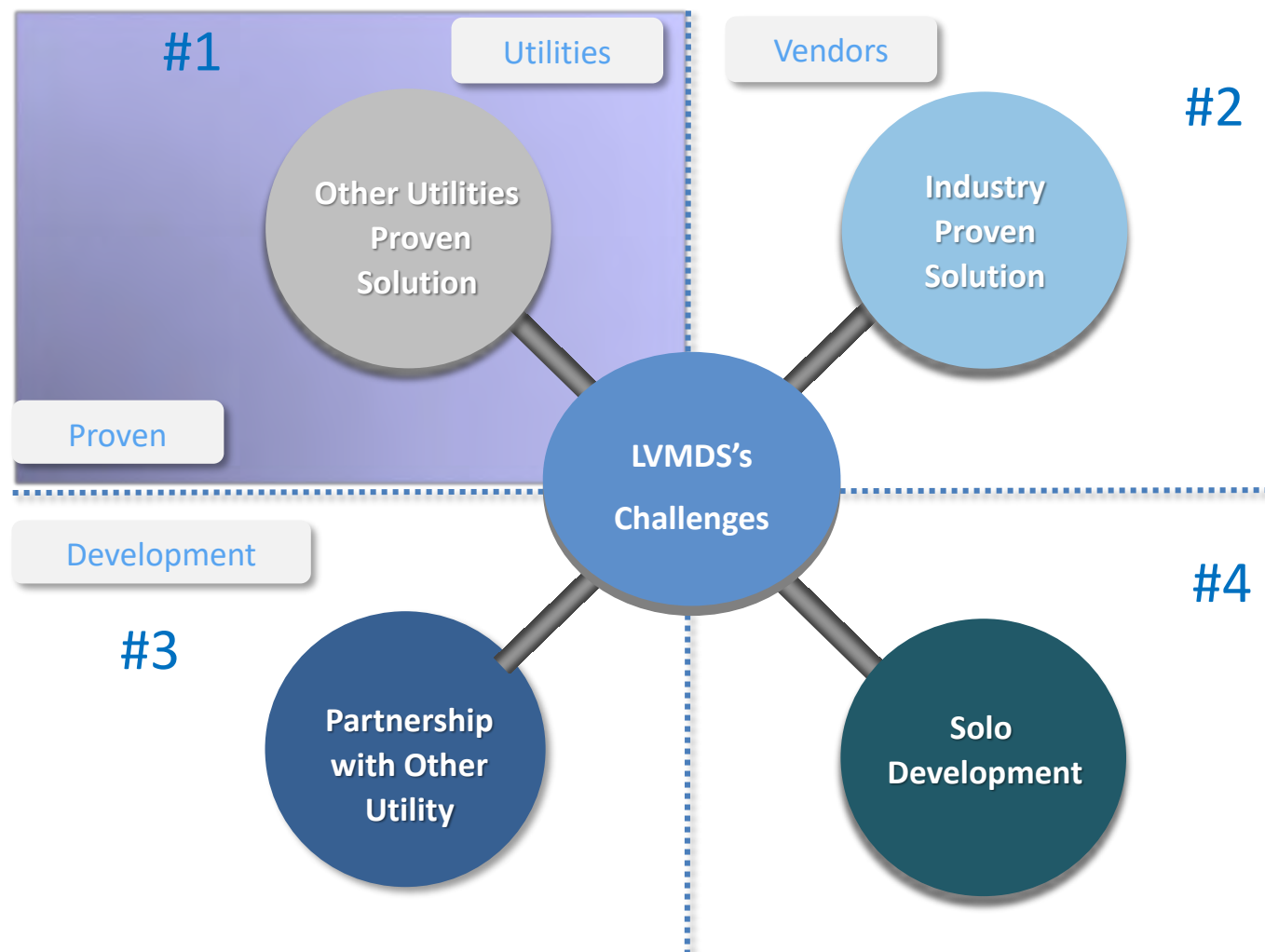
Meeting with Board of Directors
August 15th, 2023





Sharing of Best Practices with Leading Utilities – Increases the Probability to Improve Performance

Roadmap to Address the Utilities Challenges - Leveraging Global Best Practices & Technological Solutions



Southern California – Reused Water Use Case

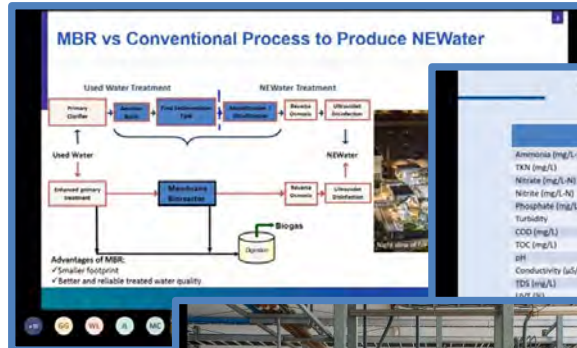
Optimizing decisions based on
Global perspective



Engagement at all
levels



Local implementation



General Water Quality Performance against Key Critical Control Points

	Secondary Effluent	MBR Effluent	RO Permeate	Target
Ammonia (mg/L-N)	40	0.02	0.207	< 0.5
TKN (mg/L)	42	2.7	0.7	< 3.4
Nitrite (mg/L-N)	0.1	41	1.8	< 3.4
Nitrate (mg/L-N)	0.07	0.01	0.01	< 0.20
Phosphate (mg/L-P)	0.4	0.4		< 0.20
Turbidity	2.7	0.07		< 0.20
COD (mg/L)	49			< 0.50
TOD (mg/L)	12	8	0.09	< 0.50
pH	7.5	7.5	7.8	< 8.0
Conductivity (µS/cm)	2,555	2,544	41	< 95
TDS (mg/L)	1,300	1,500	18	< 95

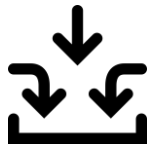


The K2i's Time Saving Tools

Methodologies to Enable Utilities to Access Relevant Global Experience



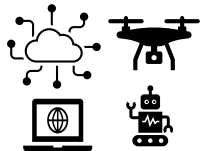
The K2i Inventory holds over 200 Areas of Strength from agencies around the world, allowing the agency to find what it is looking for without spending time on the search . The Inventory is continuously updated and grows constantly



K2i + aggregates multiple discussions between peer agencies to a single presentation, representing years of experience and hours of discussion in a 60–90-minute interaction with the BOGWT team



K2i Access Portal to already executed discussions on specific topics allows fine-tuning of future discussions and ultra effective engagements with peer utilities



K2i V(endors) includes knowledge related to specific technologies and vendors, as discussed between K2i Members, while the technology vendor is not part of the conversation. Includes experiences, pilot results, use cases, procurement processes and more... **UNDER DEVELOPMENT**

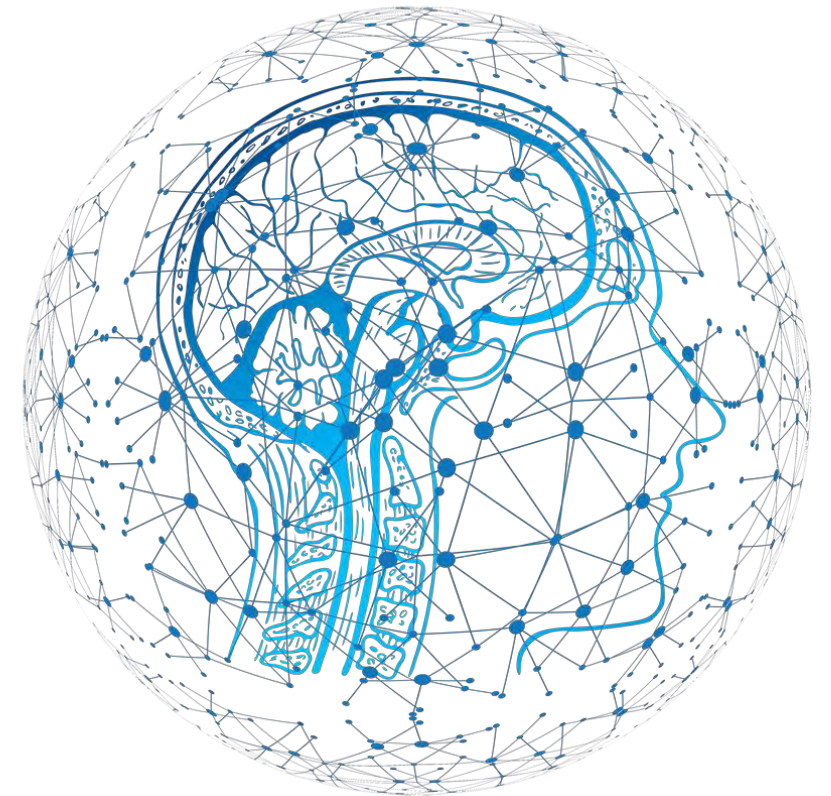


K2i Meetings – Virtual online meetings leading to F2F workshops and continuous knowledge exchange between K2i Members. The Hybrid model of knowledge exchange allows efficient and in-depth collaboration and decision support

K2i 2.0

As part of the K2i's mission to create efficient, time saving and accurate knowledge sharing within the International Water Sector, BOGWT are currently developing the next generation of the K2i's Digital Portal services. These will include:

- **Ai powered search of data / information**
- Full text transcription of presentations
- Subtitles that will enable overcoming accent related challenges, and in the future - Translation



K2i Platform – Achievements since August 2020 and Current Status

- **137** K2i Meetings with over
- **20+** Leading Utilities serving
- **90+ Million** citizens
- **200+** Areas of Strength identified and documented
- **130+** Accessible Recordings
(and continuously growing!)
- **37** K2i+ Workshops



Collaborative Partnership: BOGWT and LVMWD

BOGWT developed a process for LVMWD:

1. **Points of Interest Workshop** on January 25th, 2023, to discuss, identify, and prioritize chosen topics

2. 3 K2i+ Sessions
 1. K2i+ session on **Cybersecurity** on March 14th, 2023

 2. K2i+ session on **Human Resources** in March 27th, 2023

 3. K2i+ session on **Predictive Maintenance of Rotative Equipment** in April 20th, 2023

3. **Full Access** and use of **K2i Portal** for LVMWD, with regular updates and monitoring of relevant priorities according to domains of interest (since January)

4. Ongoing steering of process and development of **sustainable mechanism effective for LVMWD**

LVMWD Workshop Agenda

Time	Topic	Suggested Attendees
13:30 – 14:00	K2i Introduction and Workshop Format	All Workshop Participants
14:00 – 15:00	Session #1 – Domains:	Relevant Team Members
	- Operations	
	- IT and Cyber Security	
15:00 – 15:10	- Water Quality	
	Short Break	
15:10 – 16:10	Session #2 – Domains:	Relevant Team Members
	- Engineering	
	- R&D and Innovation	
16:10 – 16:30	- Sources of Supply	
	- Human Resources	
16:10 – 16:30	Portal Demo and Summary	All Workshop Participants

Aggregates accumulated Knowledge from multiple K2i meetings

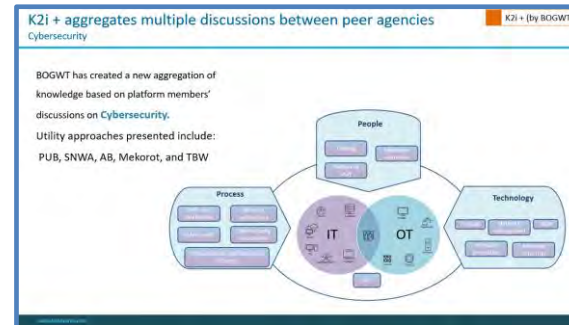
K2i + aggregates multiple discussions between peer agencies to a single presentation, representing years of experience and hours of discussion in a 60 – 90-minute interaction with the BOGWT team, as a reference to the K2i meetings uploaded on the portal.

Currently Available

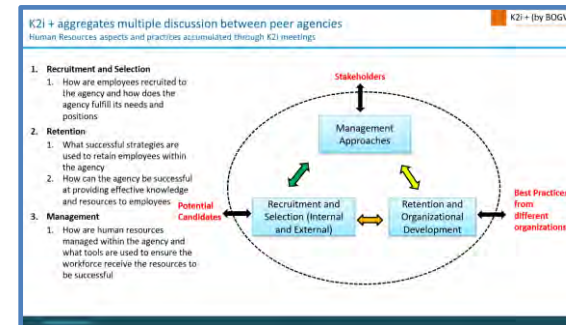
1. Innovation
2. Cybersecurity
3. Predictive Maintenance of Rotative Equipment
4. Human Resources
5. Digital Transformation
6. Water Loss Management
7. Water Quality
8. Asset Management
9. Groundwater and Aquifer Management

Under Development

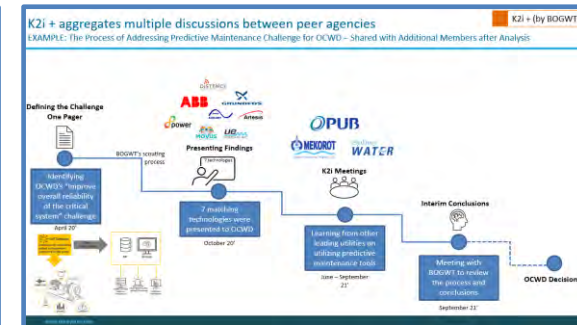
1. Water Resource Planning
2. Engineering Design and GIS
3. Hydraulic Models and Digital Twin



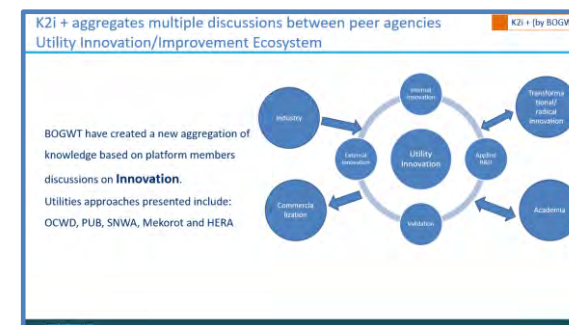
Cyber Security –
4 Utilities, 5 K2i Meetings



Human Resources –
6 Utilities, 9 K2i Meetings



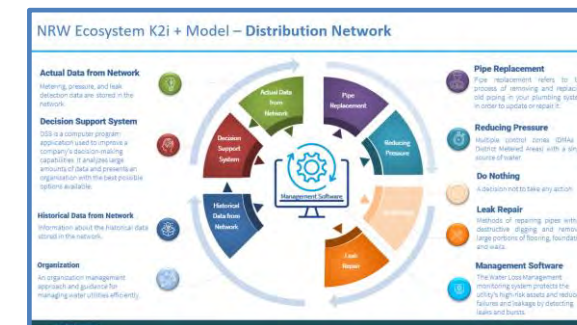
Predictive Maintenance –
5 Utilities, 5 K2i Meetings



Innovation –
6 Utilities, 5 K2i Meetings



Digital Transformation –
6 Utilities, 9 K2i Meetings



Non-Revenue Water –
6 Utilities, 10 K2i Meetings

K2i Access Portal – Continuous Growth



Over 130 Presentations by K2i members and other leading utilities from around the Globe

BIM Modeling

The Milwaukee Metropolitan Sewerage District (MMSD)

The Milwaukee Metropolitan Sewerage District (MMSD) is a regional government agency that provides water reclamation and flood management services for about 11 million people in 28 communities in the Greater Milwaukee Area. The agency serves 411 square miles that cover all, or segments of, six watersheds.

The screenshot shows a presentation slide titled 'Model Properties' with a 3D rendering of a pipe and a software interface. To the right is a table of contents for the presentation.

1. Background	00:00:00
2. Identification of Challenges and Drivers – What is the business case for BIM?	00:01:30
3. Milwaukee's BIM Vision and Roadmap	00:07:12
4. Evaluation of current state	00:15:40
5. Pilot Project	00:16:55
6. Model Properties	00:19:00
7. System Integration	00:21:45
8. Demonstration of BIM Pilot Results	00:23:25

Having recognized the need for BIM in 2012, Milwaukee MSD share a detailed account of their BIM project, from planning and characterization of the future solution, to present day post-pilot use and future plans.

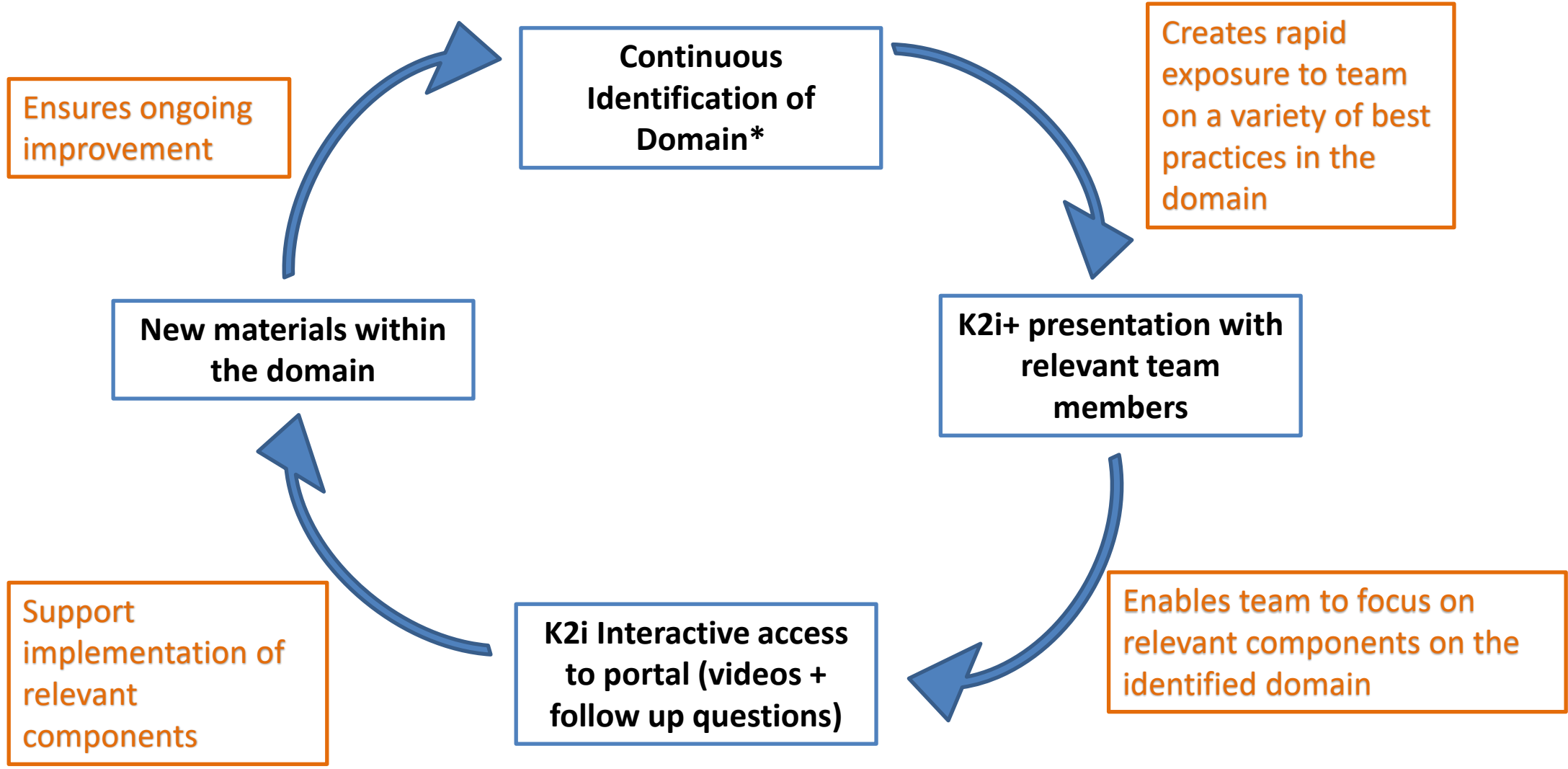
MMSD share the root causes and challenges that served as drivers for the process, while presenting their business case, as well as asking – "and what if we do nothing?"

The utility presents a detailed and phased roadmap for BIM, as well as future plans for use of the system as complimentary to a Digital Twin. The meeting also includes a demonstration of MMSD's pilot results, and the many systems currently integrated to the model, as well as plans for further systems to be integrated in the future.

To conclude the presentation – Milwaukee share user feedback and the benefit they are already seeing from the BIM system / process. Milwaukee have completed two facilities and are currently working on an additional two.

[Download Materials](#)

Mechanism for Continuous Improvement of LVMWD Leveraging K2i Platform Capabilities



*steering the process by bi-monthly progress report

Booky Oren Global Water Technologies Ltd.





DATE: August 15, 2023
TO: Board of Directors
FROM: Facilities and Operations

SUBJECT: Memorandum of Understanding with Natural Ocean Well Company: Authorization

SUMMARY:

On July 18, 2023, the Board received a presentation by Natural Ocean Well Company on its emerging subsea water harvesting technology to develop "Blue Water" as a part of a climate-resilient and weather-independent water supply portfolio for Southern California. Once commercialized, the Blue Water produced via subsea water harvesting technology would be among the most energy-efficient in the marketplace, while providing the maximum level of protection for ocean life.

Natural Ocean Well Company seeks to partner with the District through the use the Las Virgenes Reservoir to fine-tune its deep water life protection filtration system before deploying a future commercial Blue Water producing demonstration project. Natural Ocean Well Company would utilize private funding sources for all research and development associated with the pilot and the demonstration projects. The District would provide in-kind support and serve as a public agency partner with leadership in the water industry to significantly shorten the time needed to advance the solution from the pilot phase to potential future commercialization.

The attached Memorandum of Understanding (MOU) with Natural Ocean Well Company addresses the need for a public agency partner to support the development and acceptance of subsea water harvesting technology without putting ratepayer funds at risk for research and development work. Staff recommends authorization to execute the MOU in a form approved by Legal Counsel.

RECOMMENDATION(S):

Authorize the General Manager to execute a Memorandum of Understanding with Natural Ocean Well Company, in a form approved by Legal Counsel, to cooperate on the development of subsea water harvesting technology.

FISCAL IMPACT:

Yes

FINANCIAL IMPACT:

There is no direct financial impact associated with the proposed Memorandum of Understanding. The District would only provide in-kind support services. Future grant funding may reimburse or offset the cost of in-kind support services associated with staff time for review, approval and coordination of the pilot and demonstration projects.

DISCUSSION:

The District was the most severely impacted water agency in California during the most recent drought when over 74 percent of its normal water supply was curtailed by Metropolitan Water District of Southern California (MWD) with its Emergency Water Conservation Program. The shortage stemmed from a combination of record low allocations from the State Water Project and the lack adequate MWD infrastructure to convey available water supplies from Diamond Valley Lake and the Colorado River Aqueduct to the District's service area. During the drought emergency, customers called on the District to consider opportunities for desalinization of seawater from the Pacific Ocean as part of the future water supply portfolio for the region.

Natural Ocean Well Company is a start-up company that has developed an innovative subsea water harvesting technology. The firm has a very capable team that seeks to expedite the development and acceptance of a commercial operation of the subsea water harvesting technology. The District has partnered with Natural Ocean Well Company and submitted a joint application to the U.S. Bureau of Reclamation for grant funding to further develop a deep water life protection filtration system for testing at Las Virgenes Reservoir.

The proposed MOU would advance the goal of providing "Blue Water" from the Pacific Ocean by solidifying and leveraging the leadership of the District with the technology and talented team from Natural Ocean Well Company to conduct a pilot study at Las Virgenes Reservoir. Additionally, the MOU would facilitate the joint submittal of future grant funding applications and expedite the development and acceptance of subsea water harvesting technology, while providing liability protection for the District and without committing ratepayer funds. Favorable "no obligation" and termination clauses in the proposed MOU provide sufficient protections for the District.

GOALS:

Provide Safe and Quality Water with Reliable Services

Prepared by: John Zhao, Director of Facilities and Operations

ATTACHMENTS:

[Proposed Memorandum of Understanding w/Natural Ocean Well Company](#)

**MEMORANDUM OF UNDERSTANDING BETWEEN LAS VIRGENES MUNICIPAL WATER DISTRICT
AND NATURAL OCEAN WELL CO.**

This Memorandum of Understanding is entered into this ____ day of _____, 20__ in Los Angeles, California, United States of America, between Las Virgenes Municipal Water District, a public water agency of Calabasas, CA, hereinafter “LVMWD” and Natural Ocean Well Co., a Delaware C-corporation of Culver City, CA, hereinafter “OceanWell.”

The foregoing, individually referred to as a "Party" and jointly as the "Parties", have agreed to this agreement (hereinafter the "MOU") as follows:

1. BACKGROUND

LVMWD was the most impacted water supply agency in California during the most recent drought when over 74% of its normal water supply was curtailed. The LVMWD Board of Directors is committed to increasing available long-term supplies of cost-effective, reliable, high-quality water. Further, LVMWD recognizes the potential of the subsea water harvesting technology (“Blue Water”) under development by OceanWell as a potential viable source of water supply to meet these objectives. OceanWell is proposing a Blue Water project that would be more environmentally conscious and energy efficient than a desalination plant while providing a drought and climate-change proof source of supply that protects ocean life.

LVMWD and OceanWell are working together and with others to develop the world’s first Blue Water source, a deep-ocean reverse osmosis water farm (the “Water Farm”) with the potential to provide the customers of LVMWD and other water agencies with a reliable long-term, utility scale, baseload source of affordable, abundant, and sustainable fresh water. The Water Farm would have the potential to produce upwards of 11,000 acre-feet per year of fresh water for LVMWD in addition to providing Blue Water supplies for other potential buyers through its quick to deploy modular architecture. The Water Farm project, if approved, will proceed in three stages (the “Project”). First, a small pilot installation at the Las Virgenes Reservoir (the “Pilot Project”). Second, upon successful operation of the pilot, a larger subsea at-depth demonstration project expected to produce an initial 1,000 acre-feet per year of drinking water (the “Demonstration Project”). Third, upon successful subsea demonstration, a subsea commercial installation designed to meet the water requirements of multiple public agencies under mutually agreed terms and conditions (the “Commercial Project”). The Demonstration Project and the Commercial Project would be installed in a suitable subsea

location.

LVMWD is interested in purchasing market-competitively priced Blue Water as a part of its water supply portfolio. In the event that LVMWD does ultimately decide to purchase Blue Water, a detailed Water Purchase Agreement will be negotiated among OceanWell, LVMWD, and other interested water agencies. Future agreements will be subject to the approval of each prospective Board of Directors for each of the water agencies, including LVMWD. The proposed Water Purchase Agreement shall include agencies' responsibilities for taking delivery of the Blue Water at a delivery point on shore.

2. COLLABORATIVE PROJECT DEVELOPMENT

The collaboration between LVMWD and OceanWell will proceed in three Project stages: the Pilot Project, the Demonstration Project, and the Commercial Project. This MOU is intended to ensure the completion of the Pilot Project and the Demonstration Project in order to establish a clear line of sight for the subsequent Commercial Project.

2.1 Pilot Project

2.1.1 Description: The Pilot Project will lower a small test pod to a depth of approximately 100 feet in the Las Virgenes Reservoir to conduct studies related to the operation of the OceanWell LifeSafe™ system.

LVMWD Responsibilities:

- 1) Coordinate with Ocean Well to provide access to and use of the Las Virgenes Reservoir, on site utilities and boat access for the Pilot Project.
- 2) Perform regulatory interface with regulatory agencies, if needed.
- 3) Attending meetings and reviewing reports and studies.
- 4) Apply for grant funding in cooperation with OceanWell, if applicable.
- 5) Review any proposed modifications to the Las Virgenes Reservoir site.

OceanWell Responsibilities:

- 1) Provide an insurance certification.

- 2) Design, construct, and operate the Pilot Project.
- 3) Ensure its proposed pilot activities are not interfering with current or future LVMWD operations at the site.
- 4) Pay for all utility costs and other LVMWD out of pocket costs associated with the installation and operation of the Pilot Project.
- 5) Apply for grant funding in cooperation with LVMWD, if applicable.
- 6) Obtain LVMWD approval for design, installation, and operation of the Pilot Project.

2.2 **Demonstration Project**

2.2.1 Description: The Demonstration Project will anchor a larger commercial-sized pod to the ocean floor and install an umbilical to deliver product water to shore at a mutually agreeable delivery point. The purposes of the Demonstration Project are: i) to gather data on operational technical uncertainties that require testing at depth; ii) to study the subsea ocean ecosystem, assess potential operation impacts on the ecosystem, and identify mitigation measures; and iii) to demonstrate the ability of commercial-sized components to deliver approximately 1,000 acre-feet of water to shore on a continuous basis.

LVMWD Responsibilities:

- 1) Coordinate with OceanWell with siting a location for the Demonstration Project.
- 2) Coordination with other interested agencies who are interested in purchasing the Blue Water supply.
- 3) Perform regulatory interface with regulatory agencies, if needed.
- 4) Attending meetings and reviewing reports and studies.
- 5) Apply for grant funding in cooperation with OceanWell, if applicable.
- 6) Explore funding sources for a preliminary design and cost estimates for on-shore delivery and distribution facilities needed to take delivery of the Blue Water
- 7) Explore permits and easement requirements for on-shore delivery facilities.
- 8) Explore opportunities with other interested water agencies for a

multi-agency Water Purchase Agreement with OceanWell.

OceanWell Responsibilities:

- 1) Design, construct, and operate the Demonstration Project.
- 2) Apply for grant funding in cooperation with LVMWD, if applicable.
- 3) Obtain all necessary permits from applicable regulatory agencies in order to supply the desalinated water to an on-shore location.
- 4) Provide a cost estimate for providing the Blue Water to an on-shore site for the interested agencies (including LVMWD) to consider the Commercial Project.

2.3 Commercial Project

2.3.1 Description: The Commercial Project will involve the development of one or more Water Farms capable of meeting the water demand requirements of LVMWD and potentially other water agency buyers in connection with and subject to a mutually agreed Water Purchase Agreement. Implementation of a commercial Water Farm and Water Purchase Agreement with OceanWell is the ultimate measure of success from this collaboration but is beyond the scope of this MOU and will likely also require the participation of other public water agencies.

3. WATER QUALITY

OceanWell will engineer the Water Farm to deliver water, which will have a salinity of less than five hundred parts per million of total dissolved solids (“TDS”) and will meet all California drinking water standards.

4. FINANCIAL RESPONSIBILITIES

OceanWell is responsible for raising funds to implement the Pilot Project and the Demonstration Project. There is no specific commitment of any financial support as a result of this MOU on the part of LVMWD or any other public agency. Any future financial support or Water Purchase Agreement by LVMWD will need to be approved by the LVMWD Board of Directors. Furthermore, this MOU does not constitute approval of the Commercial Project by LVMWD or any financial commitment or any future approval of the Commercial Project by the

LVMWD Board of Directors. The Parties may not rely on anything in this MOU or communications related to this MOU, written or oral, as the basis for taking any action, foregoing any opportunity, or incurring any costs. The Parties acknowledge that currently they do not have the authority to enter into a Water Purchase Agreement for the Commercial Project. Unless and until a Water Purchase Agreement or similar definitive agreement for the Commercial Project is fully signed and delivered by the Parties (and any other stakeholders), no action or inaction by a Party or any of its affiliates, either prior to or subsequent to the execution of the MOU, including any communication written or oral, will create a legally binding relationship between the Parties relating to the Commercial Project. Neither Party has any obligation, responsibility, or liability to the other for failure to enter into a Water Purchase Agreement nor the obligation to submit or recommend a Water Purchase Agreement to its management or Board of Directors. Each Party shall bear its own expenses in connection with this MOU and the Projects unless otherwise agreed in writing.

5. CONFIDENTIALITY, TRADE SECRETS AND FOIA EXEMPTIONS

During the term of this MOU, the Parties shall not engage in any negotiations concerning the Project or have any discussion with, any person other than the other Party relating to the Project; provided, however, (a) either Party may communicate such information with the prior approval of the other Party, (b) OceanWell may communicate such information with its suppliers, service providers, and investors for the Project, subject to binding confidentiality obligations, and (c) LVMWD may communicate such information with other interested water agencies in connection with a potential joint Water Purchase Agreement or collaboration with OceanWell, subject to binding confidentiality obligations.

OceanWell acknowledges that LVMWD is a public agency subject to the California Public Records Act. In the event of a request for records maintained by LVMWD related to this MOU, LVMWD shall notify OceanWell of such request and OceanWell shall have the sole responsibility to seek a protective order.

The parties agree that "Confidential Information" means any information, whether written or oral, that is disclosed by one party to the other party during the course of negotiations or performance under this MOU that is identified as confidential or proprietary by the disclosing party, or which a reasonable person would understand to be considered confidential, proprietary, or otherwise sensitive information of a Party based on its nature or the circumstances of its disclosure, including, without limitation, all forms and types of financial,

business, marketing, scientific, technical, or engineering information. The receiving Party shall protect and preserve the disclosing Party's Confidential Information as confidential using no less care than that with which the receiving Party protects and preserves its own highly confidential and proprietary information (but in no event less than a reasonable degree of care). The receiving Party shall not use the disclosing Party's Confidential Information for any purpose except as necessary to carry out the purposes of this MOU and with the prior written consent of the disclosing Party. Notwithstanding the foregoing, the receiving Party may disclose the disclosing Party's Confidential Information to its agents, employees, contractors, and legal and financial representatives ("Representatives") who need to know the Confidential Information so long as such persons or entities are notified in writing that such materials are subject to the confidentiality and non-disclosure obligations as imposed herein and agree to keep such materials confidential in accordance with the provisions hereof. The receiving Party shall at all times remain responsible for any breach of these confidentiality and non-disclosure obligations by its Representatives.

In the event the receiving Party becomes legally compelled to disclose the disclosing Party's Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other legal process), the receiving Party shall provide to the disclosing Party (unless prohibited by law) prompt written notice of such compelled disclosure so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this MOU. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives compliance with the provisions hereof, the receiving Party shall furnish only that portion of the disclosing Party's Confidential Information which is legally required to be disclosed, and the receiving Party shall use its best efforts to ensure that confidential treatment is afforded to the disclosed portions of the disclosing Party's Confidential Information.

The parties acknowledge that the Confidential Information is exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552, and any similar state or local law (collectively, "FOIA"), and that the parties will take all necessary steps to protect such information from disclosure. In the event a request is made for disclosure of any Confidential Information under any FOIA law, the party receiving the request shall immediately notify the other party in writing and shall take all necessary steps to resist disclosure, including seeking a protective order or other appropriate remedy.

The receiving Party acknowledges that in the event of a breach of these confidentiality

and non-disclosure obligations by the receiving Party or its Representatives, substantial injury could result to the disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the receiving Party or its Representatives engage in, or threaten to engage in, any act which results in a material breach of these confidentiality and non-disclosure obligations, the disclosing Party shall be entitled, in addition to all other remedies which may be available to it under law, to injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of these confidentiality and non-disclosure obligations.

6. NO OBLIGATION

Unless and until a Water Purchase Agreement or similar definitive agreement for the Commercial Project setting forth the terms and conditions of the Commercial Project has been executed and delivered by the Parties (and any other stakeholders), neither Party will be under any legal obligation of any kind whatsoever to the other Party except for the matters specifically agreed to in this MOU. Nothing herein shall obligate either Party to proceed with any transaction or engagement.

7. INDEMNIFICATION

7.1 OceanWell Indemnification. To the fullest extent permitted by law, OceanWell shall defend, indemnify, and hold harmless LVMWD, its directors, officials, officers, employees, volunteers, and agents (“LVMWD Indemnified Parties”) from any and all third party claims, demands, causes of action, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any intentional or negligent acts, errors, or omissions of OceanWell, its directors, officers, employees, subcontractors, contractors, or agents in connection with the Project or this MOU. Notwithstanding the foregoing, to the extent OceanWell is subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of OceanWell.

7.2 LVMWD Indemnification. To the fullest extent permitted by law, LVMWD shall defend, indemnify, and hold harmless OceanWell, its directors, officers, employees, subcontractors, contractors, and agents (“OceanWell Indemnified Parties”) from any and all third party claims, demands, causes of action, liability, loss, damage, or injury of any kind, in law or

equity, to property or persons, including wrongful death, in any manner arising out of or incident to any intentional or negligent acts, errors, or omissions of LVMWD, its directors, officials, officers, employees, volunteers, or agents in connection with the Project or this MOU.

7.3 Indemnification Procedures. The Party seeking indemnification (“Indemnified Party”) must provide prompt written notice to the other Party (“Indemnifying Party”) of any indemnifiable claims, including a description of the basis on which indemnification is being asserted and copies of all relevant pleadings, demands, and other papers related to the claims in its possession. Failure to give prompt notice shall not constitute a waiver of a Party’s right to indemnification and shall affect Indemnifying Party’s obligations under this Agreement only to the extent that Indemnifying Party’s rights are materially prejudiced by such failure or delay. Indemnifying Party shall assume the defense of any such claims. Indemnified Party shall cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense. Indemnified Party shall have the right to participate fully, at its own expense, in the defense of such claims. Any compromise or settlement of such claims shall require the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld or delayed. The foregoing indemnities will be in addition to, not in lieu of, all other legal rights and remedies that each party may have. The indemnification obligations set forth herein shall survive the expiration or termination of this MOU.

8. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN ANY MANNER, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

9. INSURANCE

9.1 Time for Compliance. OceanWell shall not commence work on the Project under this MOU until it has provided evidence satisfactory to the LVMWD that it has secured all insurance required under this section. In addition, OceanWell shall not allow any contractor to commence work on any subcontract on LVMWD property until it has provided evidence satisfactory to the LVMWD that such contractor has secured all insurance required under this

section. Failure to provide and maintain all required insurance shall be grounds for the LVMWD to terminate this MOU.

9.2 Minimum Requirements. OceanWell shall, at its expense, procure and maintain for the duration of this MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU by OceanWell, its agents, employees, or contractors. OceanWell shall also require all of its contractors operating on LVMWD property to procure and maintain the same insurance for the duration of its engagement for the Project. Such insurance shall be reviewed and approved by LVMWD but meet at least the following minimum levels of coverage:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). OceanWell shall maintain commercial general liability limits no less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this MOU or the general aggregate limit shall be at least twice the required occurrence limit.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). OceanWell shall maintain auto liability limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall cover all owned, non-owned, and hired automobiles, as applicable.

(c) Workers' Compensation and Employer's Liability Insurance. OceanWell shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against LVMWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by OceanWell.

(d) Pollution Liability. Oceanwell shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to LVMWD providing coverage for liability arising out of sudden, accidental, and gradual pollution

and remediation. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. All activities contemplated in this MOU shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(e) Professional Liability. OceanWell shall maintain errors and omissions liability insurance appropriate to their profession in an amount no less than \$2,000,000 per claim for negligent acts, errors, or omissions. The retroactive date (if any) is to be no later than the effective date of this MOU. OceanWell shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this MOU; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this MOU.

(f) Excess Liability (if necessary). The limits of Insurance required in this MOU may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the LVMWD (if agreed to in a written contract or agreement) before the LVMWD’s own primary or self-insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the LVMWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the LVMWD, its directors, officials, officers, employees, agents, and volunteers.

9.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) the LVMWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the OceanWell, including materials, parts, or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the LVMWD, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the OceanWell’s scheduled underlying coverage. Any insurance or self-insurance maintained by the LVMWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the OceanWell’s insurance and shall not be called upon to contribute with it in any way.

(a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(i) The policies shall contain a waiver of transfer rights of recovery (“waiver of subrogation”) against LVMWD, its directors, officials, officers, employees, agents, and volunteers, for any claims arising out of the work of OceanWell.

(ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to LVMWD under such policies. OceanWell shall be solely responsible for deductible and/or self-insured retention and LVMWD, at its option, may require OceanWell to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of LVMWD.

(iii) Prior to start of work under this MOU, OceanWell shall file with LVMWD evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or OceanWell or reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the LVMWD, Attention: Director of Finance & Administration.

(v) Insurance required by this MOU shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the LVMWD as to the use of such insurer.

(vi) OceanWell shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. OceanWell shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by LVMWD.

9.4 Reporting of Claims. OceanWell shall report to LVMWD, in addition to OceanWell's insurer, any and all insurance claims submitted by OceanWell in connection with the Project under this MOU.

10. TERMINATION.

Either Party may terminate this MOU for any reason at any time upon sixty (60) days' written notice to the other Party. Upon the termination of this MOU, neither Party will have any liability to the other Party under this MOU, except terms of this MOU that expressly extend or by their nature should extend beyond termination of this MOU, and the Parties will be released from all of their obligations under this MOU.

Unless earlier terminated by either Party in accordance with the terms of this MOU, this MOU will terminate on the earlier of: (1) the date, if any, on which a Water Purchase Agreement or similar definitive agreement for the Commercial Project is fully signed and delivered by the Parties (and any other stakeholders); or (2) 48 months from the date of this MOU unless the Parties approve, in writing, an extension of the termination date, approval of which shall not be unreasonably withheld.

11. GENERAL PROVISIONS.

11.1 Assignment. Neither Party may assign, hypothecate, or transfer, either directly or by operation of law, this MOU or any interest herein without the prior written consent of the other Party.

11.2 Amendment. This MOU may not be altered or amended except in a writing signed by both Parties.

11.3 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

11.4 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

11.5 Invalidity; Severability. If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.6 Governing Law. This MOU shall be governed by the laws of the State of California, without giving effect to conflicts of law principles. Any legal action, suit, or proceeding arising out of or relating to this MOU shall be brought in the state or federal courts located in Los Angeles County, California. Each Party hereby submits to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding.

11.7 Authority to Enter MOU. Each Party has all requisite power and authority to conduct its business and to execute, deliver, and perform this MOU. Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and bind each respective Party.

11.8 Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

11.9 Integration. This MOU and the Mutual NDA signed [date of execution] between the parties together represents the entire understanding of LVMWD and OceanWell as to the subject matter herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

11.10 Notices. All notices permitted or required under this MOU shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

LVMWD:

Las Virgenes Municipal Water District
4232 Las Virgenes Rd #1994
Calabasas, CA 91302
Email: dpedersen@lvmwd.com

OceanWell:

Natural Ocean Well Co.
4900 Overland Avenue, #131
Culver City, CA 90230
Email: rbergstrom@oceanwellwater.com

[Signature Page Following]

IN WITNESS WHEREOF, the Parties hereby have caused this MOU to be executed the date first written above:

LAS VIRGENES MUNICIPAL WATER DISTRICT

NATURAL OCEAN WELL CO.

By: _____

By: _____

Name: David W. Pedersen

Name: Robert A. Bergstrom

Title: General Manager

Title: CEO

Date: _____

Date: _____