

President
Tom Floen

VP
Stacy Doolittle

Directors
Jane Jarlsberg
Tomas Short
David Fick

**General
Manager**
Sarah Johnson

Legal Counsel
Jeff Hoskinson



REGULAR MEETING AGENDA OF THE BOARD OF DIRECTORS

Wednesday, January 15, 2025 at 5:30 p.m.

MEETINGS ARE HELD IN PERSON AT 61750 CHOLLITA RD., JOSHUA TREE, CA 92252

REMOTE ACCESS IS AVAILABLE FOR THE CONVENIENCE OF THE PUBLIC

CLICK TO JOIN VIRTUALLY: [ZOOM LINK](#)

CALL TO JOIN BY PHONE: (669) 444-9171

MEETING ID: 872 8707 9239

PASSCODE: 61750

MISSION, VISION, AND VALUES

Mission Statement

To provide, protect, and maintain Joshua Tree's water - our vital community resource.

Vision Statement

To achieve excellence in all District endeavors.

Values

The community of Joshua Tree has entrusted the Board of Directors and employees of Joshua Basin Water District with its most valuable natural resource, its groundwater. As stewards of the community water supply, we oversee this critical natural resource to ensure current and future water reliability. Dedicated to this purpose, we embrace these important values:

- **Integrity** – To consistently earn our customers' trust by prioritizing the needs of the community... doing the right thing for the right reason.
- **Transparency** – To openly and honestly share information about our operations with the public.
- **Respect** – To treat the residents of Joshua Tree, and all those contacted in the course of business, with high esteem and regard.
- **Fiscal Responsibility** – To manage all resources as if they were our own, whether revenues, assets, or water supply, in a conscientious and appropriate manner.
- **Accountability** – To take responsibility for our decisions and actions in managing this essential resource.

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. DETERMINATION OF A QUORUM

Consideration of Board Member requests for remote participation.

3. APPROVAL OF AGENDA

4. PUBLIC COMMENT

This designated time is for members of the public to provide comments on any District related matter, whether appearing on the agenda or not. Under the provisions of the Brown Act, the Board is prohibited from taking action on items not listed on the agenda. At the discretion of the Board President, comments on a particular agenda item may be deferred until that item is heard. Please state your name and limit your comments to 3 minutes.

5. CONSENT CALENDAR

Consent calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time, without discussion. If a board member would like an item to be handled separately, it will be removed from the Consent Calendar for separate action.

Pg. 7-11

A. DRAFT MINUTES – 12.18.24

Pg. 12-23

B. CHECK REGISTER – NOVEMBER 2024

6. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION

7. DISCUSSION/ACTION CALENDAR

Pg. 24-26

A. RATE SCENARIO ANALYSIS

PRESENTED BY: DIRECTOR OF FINANCE, ANNE ROMAN

RECOMMENDED ACTION: CONTINUE COURSE OF BOARD-APPROVED ACTION RELATED TO RATE STUDY SCENARIO C

Pg. 27-31

B. NOTICE OF PRE-APPROVED RATE AND GUARANTEE DEPOSIT ESCALATIONS & PRE-APPROVED CAPACITY CHARGE ESCALATIONS – PART A

PRESENTED BY: DIRECTOR OF FINANCE, ANNE ROMAN

RECOMMENDED ACTION: RECEIVE FOR INFORMATIONAL PURPOSES

Pg. 32-37

C. METER CONNECTION FEE METHODOLOGY AND FEE CHANGES – PART B

PRESENTED BY: DIRECTOR OF FINANCE, ANNE ROMAN

RECOMMENDED ACTION: CONSIDER NEW METER CONNECTION FEE METHODOLOGY, FEES, AND A CORRESPONDING UPDATE TO RULES & REGULATIONS CONTAINED IN RESOLUTION 25-1071/EXHIBIT A

Pg. 38-69

D. REPLACEMENT PAYROLL PROCESSING SERVICES PROVIDER (PAYCOM)

PRESENTED BY: DIRECTOR OF FINANCE, ANNE ROMAN

RECOMMENDED ACTION: AUTHORIZE GENERAL MANAGER TO EXECUTE CONTRACT WITH REPLACEMENT VENDOR, PAYCOM, FOR PAYROLL PROCESSING SERVICES

8. REPORTS AND COMMENTS

For informational purposes only on subjects not covered by the agenda. The opinions of individual directors are not necessarily the opinions of the board or district staff. No action is to be taken. The Board may provide staff with requests for future agenda items (request list follows agenda packet).

Pg. 4-6

A. DIRECTORS REPORTS

B. GENERAL MANAGER REPORT

9. CLOSED SESSION -

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code § 54957)
TITLE: GENERAL MANAGER

10. ADJOURNMENT

CALENDAR REMINDER - FUTURE DIRECTOR MEETINGS	DATE	TIME	ATTENDEE(S)
ACWA – REGION 9	01.17.25	9:30 AM	JARLSBERG
MWA – BOARD MEETING	01.23.25	9:30 AM	FICK
ASBCSD - MEETING	01.27.25	5:30 PM	SHORT/FICK/ JARLSBERG
JBWD – BOARD MEETING	02.05.25	5:30 PM	ALL

MEETING INFORMATION

The public is invited to comment on any item on the agenda during the discussion of that item.

Availability of agenda materials: Materials related to any item on this Agenda submitted to the District Board of Directors or Committee Members after distribution of the agenda packet are available for public inspection at the District’s office, 61750 Chollita Road, Joshua Tree, CA 92252, during normal business hours. All documents supporting this agenda are available on the District website www.jbwd.com, subject to the staff’s availability to post the documents before the meeting.

Reasonable Accommodation: Any person with a disability who requires accommodation to view the agenda or to participate in the public comment portion of the Board meeting, should direct such requests to Lisa Thompson, Executive Assistant, at 760-366-8438. Please allow three business days for your request to be processed. Requests must be received at least seventy-two (72) hours before the scheduled meeting.

Disruptive Conduct: If any meeting of the District is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, a meeting may be recessed or the person or persons willfully disrupting the meeting may be ordered to leave the meeting. Disruptive conduct includes addressing the Board or Committee without first being recognized, not addressing the subject before the Board or Committee, repetitively addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board or Committee from conducting its meeting in an orderly manner. Your cooperation is appreciated.

2024 Director Requests

Routine requests, orally or in writing, for readily available written information or documents shall not require formal board approval. Requests which involve other than routine collection of data from more than one source, compilation of data from one or more sources, or preparation of written reports, studies, analyses, or tabulations, requiring more than two hours of staff time, shall be submitted to the board of directors by the individual director for formal approval. All directors' requests shall be treated uniformly and responded to in a fair and courteous manner.

Fick

Request Date	Request Name	Notes	Status or Date Complete
Dec 2023	Investment Pool	Fick requested staff to research investment pools.	08.07.24
Jan 2024	US Water Alliance	Fick/Doolittle requested they and GM meet with US Water Alliance.	01.22.24
Spring 2024	One Tree Hill	Fick requested information regarding the One Tree Hill Property.	06.19.24 & 07.17.24
11.06.24	Investment Pool Comparison	Fick requested an investment pool comparison with LAIF.	11.20.24
11.11.24	Trash Clean-Up	Fick emailed inquiring about trash cleanup on the One Tree Hill Property. Thompson submitted a request to code enforcement as this is out of JBWD's jurisdiction.	11.12.24

Floen

Request Date	Request Name	Notes	Status or Date Complete

Jarlsberg

Request Date	Request Name	Notes	Status or Date Complete
11.06.24	Future Agenda Items	Jarlsberg requested a separate area on the agenda for future agenda items.	01.15.25
11.06.24	CAAP Revision	Jarlsberg suggested revisiting CAAP policy for customers with unexplained high-use.	Anticipated Feb 2025
11.20.24	Investment Pool Comparison	Fick requested an investment pool comparison with LAIF.	11.20.24

Short

Request Date	Request Name	Notes	Status or Date Complete
06.19.24	Climate Resilience Bond	Short requested that the Climate Resilience Bond be researched and brought back to the board.	07.16.24
09.04.24	Cybersecurity Grant	Short requested staff to investigate applying for the Cybersecurity Grant.	12.26.24
12.04.24	CAAP Revision	Short requested revisiting the CAAP policy.	Anticipated Feb 2025

Doolittle

Request Date	Request Name	Notes	Status or Date Complete
Dec 2023	Strategic Plan	Doolittle requested an update to the Strategic Plan	12.18.24
01.17.24	USGS Presentation	Doolittle requested a USGS presentation.	11.06.24
Jan 2024	US Water Alliance	Fick/Doolittle requested they and GM meet with US Water Alliance.	01.22.24
02.14.24	Ops Report	Doolittle requested an average column on the Operations Statistics report.	Total column added Jan 2025
02.21.24	Missed Meetings	Doolittle requested a policy on watching meeting recordings and reporting on them as if she attended the meeting.	
02.21.24	Project Presentations	Doolittle requested project presentations at the budget workshops.	05.01.24 & 05.15.24
03.20.24	Budget Video	Doolittle requested budget video production from Director of Finance Anne Roman.	
03.20.24	Director Stipend	Doolittle requested an increase to the director stipend.	04.20.24 & 05.01.24
03.20.24	Board Appreciation	Doolittle requested a board appreciation event.	05.01.24
05.01.24	Operations Statistics	Doolittle requested the WRO Operations Statistics be shared on Zoom.	Added to agenda/minutes
05.15.24	Professional Consulting	Doolittle requested that a professional graphic designer create the JBWD sign outside the office building.	08.01.24
05.15.24	Professional Consulting	Doolittle requested a professional consultant and designer for the exterior building.	07.23.24
05.15.24	Engineer/Permeable Asphalt/Grading Plans	Doolittle requested that we hire a civil engineer to manage stormwater, use semi-permeable asphalt, and get grading plans.	08.07.24
06.05.24	Staff Certifications	Doolittle requested the latest district staff certifications displayed on rotation.	Anticipated Feb 2025
06.05.24	Plotter Supplies	Doolittle requested staff to research the cost of supplies for the plotter.	06.05.24
06.05.24	Building Expansion	Doolittle requested a study for the expansion of the building.	
06.12.24	Package System	Doolittle requested getting a package system.	
06.12.24	Envision Presentation	Doolittle requested an Envision presentation at a future WRO Committee meeting.	We need contact info.
06.19.24	Customer Alerts	Doolittle requested staff to set up alerts for customers with high usage.	Complete - already in practice
06.19.24	Climate Resilience Bond	Doolittle requested a climate resilience bond topic for future board meetings.	07.16.24
06.19.24	Budget Calendar	Doolittle requested staff to develop a budget calendar and create a new budget review process.	Completed during 24/25 budget cycle
08.07.24	Customer Issues Report	Doolittle requested a report on customer issues.	Incorporated into all future Customer

			Service Board Reports
08.07.24	Customer High Usage Report	Doolittle requested a report showing the number of customers whose usage has increased by 30% over the last five years.	This will require more info and staff time. TBD
09.04.24	Director Comments in Minutes	Doolittle requested more director's comments on agenda items in the minutes. Note: Minutes are a record of actions taken, not a transcript. We strive to capture district-related information accurately.	Complete
09.04.24	AD Hoc Meetings	Doolittle requested Ad Hoc Meetings on the agenda. Note: Admin Code 3.12 The President of the Board from time to time may establish committees to help carry out the Board's responsibilities. To preserve Board integrity, committees will be used sparingly, only when other methods have been deemed inadequate. Committees will be used to minimally interfere with the wholeness of the Board's job.	Board members are responsible for voting on AdHocs.
09.04.24	CAAP Revision	Doolittle requested CAAP revision.	Anticipated Feb 2025
11.06.24	Future Agenda Items	Doolittle requested that a list of items be placed on the agenda for future board meetings.	We have an annual planning calendar that the board president has reviewed
11.13.24	Meter Error Report	Doolittle requested a meter error report.	Criteria for the report would need to be established & a report would need to be created. TBD
12.04.24	Policies	Doolittle requested more policy revisions	In queue
12.04.24	Board Requests	Doolittle requested a document that outlines tracked board requests.	01.15.25
12.18.24	2014 Board Article	Doolittle requested distribution of a 2014 board article signed by former President Victoria Fuller	01.07.25

MEETING MINUTES



REGULAR MEETING OF THE BOARD OF DIRECTORS December 18, 2024, 5:30 pm

AGENDA ITEMS

1. CALL TO ORDER

President Floen called the meeting to order at: 5:31 pm.

2. DETERMINATION OF A QUORUM & ATTENDANCE

Board Members Present: President Floen, Vice President Doolittle, Director Jarlsberg, Director Short, Director Fick

Staff Present: General Manager Johnson, Director of Finance Roman, Director of Administration Shook, Accounting Supervisor Rich, Executive Assistant Thompson

Consultant(s) Present: Legal Counsel, Jeff Hoskinson, Public Outreach Consultant, Kathleen Radnich, Ortega Strategies Consultant, Tim Worley

Citizens Advisory Council Member(s) Present: David Carrillo

3. APPROVAL OF THE AGENDA

Director Short made a motion to approve the agenda, seconded by Director Jarlsberg, and approved by the following vote:

1 st / 2 nd	Short/Jarlsberg
Ayes:	Floen, Jarlsberg, Short, and Fick
Noes:	Doolittle
Abstain:	None
Absent:	None

Vice President Doolittle moved to reconsider the item, with a motion to rescind and approve the agenda with the removal of agenda items C & D and move them to the January 15, 2025 board meeting, which was seconded by Director Fick and approved by the following vote:

1 st /2 nd	Doolittle/Fick
Ayes:	Doolittle, Fick, Short
Noes:	Floen, Jarlsberg
Abstain:	None
Absent:	None

4. PUBLIC COMMENT - None

5. CONSENT CALENDAR

A. DRAFT MINUTES – 12.04.24

Director Short made a motion to approve the Draft Minutes as amended, with the following corrections: Vice President Doolittle’s comments in the first bullet point should be revised to include during her four years of serving, she could not recall any board-initated policies being implemented. In the second bullet point, the reference to “past requests” should be added for completeness. The motion was seconded by Director Jarlsberg approved by the following vote:

1st/2nd	Short/Jarlsberg
Ayes:	Floen, Doolittle, Jarlsberg, Fick, Short
Noes:	None
Abstain:	None
Absent:	None

6. ITEMS PULLED FROM CONSENT CALENDAR FOR DISCUSSION –

B. CHECK REGISTER – OCTOBER 2024

Director Jarlsberg had several questions on items on the check register. Afterward, Jarlsberg made a motion to approve the October 2024 check register, seconded by Director Fick, and approved by the following vote:

1 st / 2 nd	Jarlsberg/Fick
Ayes:	Floen, Doolittle, Jarlsberg, Short, and Fick
Noes:	None
Abstain:	None
Absent:	None

7. DISCUSSION/ACTION CALENDAR

A. STRATEGIC PLAN FINAL

PRESENTED BY: GENERAL MANAGER, SARAH JOHNSON

RECOMMENDED ACTION: RECOMMEND THE BOARD APPROVE AND ADOPT THE 2025 TO 2030 STRATEGIC PLAN

General Manager Sarah Johnson introduced Tim Worley from Ortega Strategies, who presented an overview of the Final Strategic Plan document. Worley explained that a change in the graphic designer had resulted in a white space issue and suggested merging pages 4 and 5 to resolve it and enhance the layout if the board desired. The board expressed satisfaction with the current layout of the Final Strategic Plan document.

Vice President Doolittle made a motion to approve and adopt the 2025 to 2030 Strategic Plan, seconded by Director Short and approved by the following vote:

1 st / 2 nd	Doolittle /Short
Ayes:	Floen, Doolittle, Jarlsberg, Short, and Fick
Noes:	None
Abstain:	None
Absent:	None

B. 1st FISCAL QUARTER ENDING 09/30/24 FINANCIAL REPORT
PRESENTED BY: DIRECTOR OF FINANCE ANNE ROMAN
RECOMMENDED ACTION: APPROVE REPORT

Director of Finance Anne Roman presented the 1st Fiscal Quarter Ending 09/30/24 Financial Report in detail. Roman provided an overview of the financials and a snapshot of the accounts receivable for that period. Roman highlighted a significant increase in the cash balance and noted a decrease in capital spending for this quarter. Roman explained that the cash increase was attributed to capacity charges, property taxes, interest revenue, and scheduled rate increases. Additionally, Roman pointed out that meter sales have slowed slightly compared to the previous year.

Director Jarlsberg made a motion to approve the 1st Fiscal Quarter Ending 09/30/24 Financial Report, seconded by Director Short and approved by the following vote:

1 st / 2 nd	Jarlsberg/Short
Ayes:	Floen, Doolittle, Jarlsberg, Short, and Fick
Noes:	None
Abstain:	None
Absent:	None

- C. Directors deferred agenda item to a future date.
- D. Directord deferred agenda item to a future date.

8. REPORTS AND COMMENTS

President Floen

- Floen attended the CMM breakfast on Saturday, December 14, and noted that the staff were very welcoming to both President Floen and Director Short at the emergency preparedness event.
- Floen attended the Landers Homestead Valley Association meeting in November, where the MWA allocation for state water was a key topic of discussion. Floen recommended staying informed by monitoring the radio for announcements about upcoming community meetings.

Vice President Doolittle

- None

Director Jarlsberg

- Jarlsberg attended the JPIA and ACWA Fall Conference during the first week of December. Jarlsberg expressed that she has a lot to report and is looking for the best way to share the valuable information she learned at the conference.

Director Short

- Short attended the CMM breakfast on Saturday, December 14th, with President Floen and set up an emergency preparedness booth. Short stated that there was a good turnout at the event.
- Short mentioned that now that the Strategic Plan has been approved, he would like to see some movement on the Climate Resilience Plan and Objective 4.2 to review policies such as the Administrative Code, Employee Handbook, and Rules and Regulations.

Director Fick

- Fick stated that he agrees with the proposal to shorten the agenda items for tonight's meeting.
- Fick expressed concern about the color of the water in a bathtub in a social media post in the "What's Happening in The Morongo Basin" group.
- Fick expressed curiosity about the actual number of short-term rentals in the district.

General Manager Report

Johnson reported on the following:

- Johnson announced that Ray Kolisz, the new Interim Director of Operations, started this week, and everyone seems very excited to have him on board.
- Johnson shared that the D1-1 booster station became operational today. Johnson also extended an invitation to the directors to tour the site at a later date.
- Johnson mentioned that President Floen reviewed the 2025 agenda planning calendar.
- Johnson mentioned that there will be a future meter workshop with the board and a proposal to revise the CAAP.

Staff Report

Director of Administration David Shook reported on the following:

- Shook reported on follow-up actions from the last board meeting concerning two customer concerns. Shook successfully contacted the first customer, addressed their concerns about meter placement, and confirmed their satisfaction with the resolution. Shook attempted to reach the second customer but could not leave a voicemail due to the absence of a voicemail setup. Shook sent an email to the customer but has not yet received a response.

9. CLOSED SESSION

THREAT TO PUBLIC SERVICES OR FACILITIES (Govt. Code § 54957(a)).

Consultation with: Agency Counsel and Security Consultant regarding potential civil and criminal measures to combat threatening behavior.

Adjourned to closed session at 7:01 pm.

Returned to open session at 8:08 pm. Legal Counsel Jeff Hoskinson stated no reportable action.

10. ELECTION OF OFFICERS

PRESENTED BY: SARAH JOHNSON, GENERAL MANAGER

RECOMMENDED ACTION: BOARD TO NOMINATE AND ELECT A PRESIDENT AND A VICE-PRESIDENT FOR 2025. OFFICERS ARE TO TAKE THEIR NEW POSITIONS IMMEDIATELY.

The Board elected officers for 2025. Director Doolittle made a motion to nominate Tom Floen as President, seconded by Director Fick, and approved by the following vote:

1 st / 2 nd	Doolittle/Fick
Ayes:	Floen, Doolittle, Jarlsberg, Short, and Fick
Noes:	None
Abstain:	None
Absent:	None

Director Jarlsberg made a motion to nominate Director Doolittle as Vice President, seconded by Director Fick, and approved by the following vote:

1 st / 2 nd	Jarlsberg/Fick
Ayes:	Floen, Doolittle, Jarlsberg, Short, and Fick
Noes:	None
Abstain:	None
Absent:	None

President Floen announced to keep the Finance Committee and WRO Committee members the same as last year:

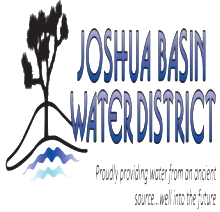
- Finance Committee – Floen & monthly rotation of directors
- WRO Committee – Doolittle/Jarlsberg

11. ADJOURNMENT

On motion by Director Short, seconded by President Floen and approved by the Board, the meeting was adjourned at: 8:12 pm.

Respectfully submitted,

Sarah Johnson, General Manager & Board Secretary



Joshua Basin Water District

Check Report

By Vendor DBA Name

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP Cash						
000501	ACWA JPIA	11/06/2024	Regular	0.00	101,799.89	66791
JPIA102824	Invoice	11/06/2024	AUTO & GENERAL LIABILITY 10/2024 - 10/2025	0.00	101,799.89	
000501	ACWA JPIA	11/06/2024	Regular	0.00	36,721.73	66792
0704316	Invoice	11/06/2024	EE HEALTH BENEFIT & EAP - 12/2024	0.00	36,721.73	
013998	AMAZON CAPITAL SERVICES INC	11/06/2024	Regular	0.00	2,314.85	66793
1K4P-L39X-NJ7J	Invoice	11/06/2024	OFFICE SUPPLIES/SAFETY SUPPLIES	0.00	350.63	
1Q76-6DKC-LM63	Invoice	11/06/2024	SAFETY EXP/BLDG MAINT/ VEHICLE MAINT	0.00	1,964.22	
000675	AQUA METRIC SALES COMPANY	11/06/2024	Regular	0.00	136,534.39	66819
INV0104268	Invoice	11/06/2024	FREIGHT CHARGE	0.00	27.31	
INV0104401	Invoice	11/06/2024	INVENTORY	0.00	136,507.08	
013019	ARBORIST SERVICES	11/20/2024	Regular	0.00	950.00	66840
9198	Invoice	11/20/2024	DEMO GARDEN/BUILD MAINT 10/16/24 – 11/15/24	0.00	950.00	
013863	ATKINSON ANDELSON LOYA RUUD AND ROMO	11/20/2024	Regular	0.00	31,849.05	66829
727706	Invoice	11/19/2024	LABOR LEGAL SERVICES - 09/2024	0.00	3,184.65	
727707	Invoice	11/20/2024	LEGAL SERVICES - 09/2024	0.00	6,852.62	
730818	Invoice	11/20/2024	LABOR LEGAL SERVICES - 10/2024	0.00	10,942.59	
730819	Invoice	11/20/2024	LEGAL SERVICES - 10/2024	0.00	10,869.19	
001630	ATT MOBILITY	11/20/2024	Manual	0.00	2,551.15	902603
829480028X110...	Invoice	11/20/2024	COMMUNICATIONS - 10/2024	0.00	2,551.15	
000214	BABCOCK LABORATORIES INC	11/06/2024	Regular	0.00	2,401.94	66794
CJ40449-2287	Invoice	11/06/2024	SAMPLING	0.00	65.65	
CJ40739-2287	Invoice	11/06/2024	HDMC WWTP - SAMPLING	0.00	268.77	
CJ41012-2287	Invoice	11/06/2024	SAMPLING	0.00	255.05	
CJ41015-2287	Invoice	11/06/2024	SAMPLING	0.00	330.33	
CJ41032-2287	Invoice	11/06/2024	HDMC WWTP - SAMPLING	0.00	314.59	
CJ41296-2287	Invoice	11/06/2024	SAMPLING	0.00	283.14	
CJ41320-2287	Invoice	11/06/2024	SAMPLING	0.00	114.60	
CJ41630-2287	Invoice	11/06/2024	HDMC WWTP - SAMPLING	0.00	386.44	
CJ41893-2287	Invoice	11/06/2024	SAMPLING	0.00	114.60	
CK40135-2287	Invoice	11/06/2024	HDMC WWTP - SAMPLING	0.00	268.77	
000214	BABCOCK LABORATORIES INC	11/20/2024	Regular	0.00	889.79	66830
CK40286-2287	Invoice	11/20/2024	SAMPLING	0.00	133.70	
CK40414-2287	Invoice	11/20/2024	HDMC WWTP - SAMPLING	0.00	386.44	
CK40741-2287	Invoice	11/20/2024	SAMPLING	0.00	114.60	
CK40797-2287	Invoice	11/20/2024	SAMPLING	0.00	255.05	
VEN01022	BARRETT ENGINEERED PUMPS	11/06/2024	Regular	0.00	392.38	66795
134731	Invoice	11/06/2024	PUMPING PLANT REPAIR	0.00	392.38	
004110	BURRTEC WASTE AND RECYCLING SVCS	11/06/2024	Manual	0.00	485.66	902596
BW103124	Invoice	11/06/2024	TRASH REMOVAL (SHOP) - 10/2024	0.00	485.66	
004110	BURRTEC WASTE AND RECYCLING SVCS	11/06/2024	Manual	0.00	185.44	902597
BW1024	Invoice	11/06/2024	TRASH & RECYCLING (OFFICE) - 10/2024	0.00	185.44	
004110	BURRTEC WASTE AND RECYCLING SVCS	11/20/2024	Manual	0.00	185.44	902600
BW1124	Invoice	11/20/2024	TRASH & RECYCLING (OFFICE) - 11/2024	0.00	185.44	

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number Payable #	Vendor DBA Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
013941 CSDA100124	CALIFORNIA SPECIAL DISTRICT ASSOCIATION Invoice	11/06/2024	11/06/2024 2025 CSDA MEMBERSHIP RENEWAL	Regular	0.00 0.00	9,548.00 9,548.00	66796
001517 PPE 11-1-24	CalPERS Invoice	11/08/2024	11/08/2024 PAY PERIOD ENDING 11/1/24	Manual	0.00 0.00	15,697.42 15,697.42	902599
001517 PPE 11-15-24	CalPERS Invoice	11/22/2024	11/22/2024 PAY PERIOD ENDING 11/15/24	Manual	0.00 0.00	15,852.70 15,852.70	902605
001555 241102252101	CENTRATEL LLC Invoice	11/06/2024	11/06/2024 DISPATCH SERVICES - 10/2024	Regular	0.00 0.00	704.09 704.09	66797
000510 116905701110124	CHARTER COMMUNICATIONS Invoice	11/20/2024	11/20/2024 INTERNET SERVICES - 11/2024	Regular	0.00 0.00	550.00 550.00	66831
014052 CJBC103124	CJ BROWN AND COMPANY CPAS - AN ACCOUN Invoice	11/20/2024	11/20/2024 FINANCIAL AUDIT 23/24 - 10/2024	Regular	0.00 0.00	295.00 295.00	66832
013790 62524	COLANTUONO HIGHSMITH AND WHATLEY PC Invoice	11/20/2024	11/20/2024 LEGAL SERVICES - 10/2024	Regular	0.00 0.00	505.00 505.00	66833
000237 39905611008046	COLONIAL LIFE AND ACCIDENT INSURANCE CO Invoice	11/06/2024	11/06/2024 EE LIFE INSURANCE - 10/2024	Manual	0.00 0.00	880.14 880.14	902592
000112 24100050	COPPER MOUNTAIN BROADCASTING CO Invoice	11/20/2024	11/20/2024 24/25 MWA GRANT: WATER CONSERVATION ADS	Regular	0.00 0.00	640.00 640.00	66834
013373 V127758 V752926 V753000 V793314	CORE AND MAIN LP Invoice Invoice Invoice Invoice	11/06/2024 11/06/2024 11/06/2024 11/06/2024	11/06/2024 INVENTORY MAINLINE/LEAK REPAIR SUPPLIES & INVENTORY MAINLINE/LEAK REPAIR SUPPLIES MAINLINE/LEAK REPAIR SUPPLIES & INVENTORY	Regular	0.00 0.00 0.00 0.00	17,055.52 586.46 5,128.29 7,561.36 3,779.41	66798
014108 DF102124	DAVID FICK Invoice	11/06/2024	11/06/2024 MILEAGE REIMBURSEMENT	Regular	0.00 0.00	82.41 82.41	66799
002200 2025004603	DEPT OF THE INTERIOR BLM Invoice	11/20/2024	11/20/2024 RIGHT OF WAY RENTAL - 2025	Regular	0.00 0.00	17,794.95 17,794.95	66835
014064 INV00314469	DIGIUM CLOUD SERVICE Invoice	11/20/2024	11/20/2024 OFFICE TELEPHONE - 11/2024	Regular	0.00 0.00	760.44 760.44	66848
013928 52532	DIRTY BOYS DESIGNZ Invoice	11/06/2024	11/06/2024 UNIFORMS	Regular	0.00 0.00	215.33 215.33	66805
002565 202409436	DUDEK Invoice	11/20/2024	11/20/2024 ENG SERV: HDMC WWTP 09/28/24 - 10/25/24	Regular	0.00 0.00	1,240.00 1,240.00	66836
000156 2400136 2400137	FORSHOCK Invoice Invoice	11/06/2024 11/06/2024	11/06/2024 MONTHLY SCADA MONITORING - 11/2024 MONTHLY SCADA MONITORING - 11/2024	Regular	0.00 0.00 0.00	243.00 38.00 205.00	66808
013222 FC1124	FRONTIER COMMUNICATIONS INC Invoice	11/06/2024	11/06/2024 HDMC WWTP - TELEPHONE - 11/2024	Regular	0.00 0.00	272.91 272.91	66800
000058 10797830	GARDA CL WEST INC Invoice	11/06/2024	11/06/2024 ARMORED COURIER - 11/2024	Regular	0.00 0.00	718.74 718.74	66801
014133 HD101624	HANNAH DUNNE Invoice	11/06/2024	11/06/2024 METER UPGRADE RECONCILIATION REFUND	Regular	0.00 0.00	18.16 18.16	66802
013802 999962	HASA INC Invoice	11/06/2024	11/06/2024 WATER TREATMENT EXPENSE	Regular	0.00 0.00	943.20 943.20	66803
014050 59248	HI DESERT STAR / THE DESERT TRAIL Invoice	11/20/2024	11/20/2024 24/25 MWA GRANT: WATER CONSERVATION ADS	Regular	0.00 0.00	159.00 159.00	66837

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number Payable #	Vendor DBA Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
004195 HD1024	HOME DEPOT CREDIT SERVICES Invoice	11/20/2024	11/20/2024 SHOP OFFICE SUPPLIES/ SMALL TOOLS - FIELD TECH	Manual	0.00 0.00	165.95 165.95	902602
014137 HP112024	HUNTER PRUDHOLM Invoice	11/20/2024	11/20/2024 AUG 2024 SUNLIFE DEPENDENT LIFE INS REFUND	Regular	0.00 0.00	3.85 3.85	66853
013797 274192	INFOSEND INC Invoice	11/06/2024	11/06/2024 PRINT & MAIL WATER BILL - 10/2024	Regular	0.00 0.00	3,740.95 3,740.95	66804
013369 7085	ISHRED INCORPORATED Invoice	11/20/2024	11/20/2024 ARCHIVE RECORD SHREDDING - 10/2024	Regular	0.00 0.00	70.00 70.00	66838
009054 24-1031-1	KATHLEEN J RADNICH Invoice	11/06/2024	11/06/2024 PUBLIC RELATIONS SERVICES - 10/2024	Regular	0.00 0.00	4,500.00 4,500.00	66806
010633 LT102424	LISA THOMPSON Invoice	11/06/2024	11/06/2024 MILEAGE & MEAL REIMBURSEMENT	Regular	0.00 0.00	277.90 277.90	66807
013980 MG1024	MARK A GARCIA Invoice	11/20/2024	11/20/2024 PERSONNEL LEGAL SUPPORT SERVICES	Regular	0.00 0.00	14,184.01 14,184.01	66841
014135 18017	MCDONALD ELECTRIC INC Invoice	11/20/2024	11/20/2024 WELL 14 MIOX/CL2 ELECTRICAL REPAIRS	Regular	0.00 0.00	4,615.44 4,615.44	66843
014042 MSR110824	MISSION SQUARE RETIREMENT Invoice	11/08/2024	11/08/2024 EE & ER 457 REMITTANCE - 11/08/24	Manual	0.00 0.00	4,153.50 4,153.50	902598
014042 MSR112224	MISSION SQUARE RETIREMENT Invoice	11/22/2024	11/22/2024 EE & ER 457 REMITTANCE - 11/22/24	Manual	0.00 0.00	4,093.50 4,093.50	902606
006810 MD21516 MD21525 MD21526	MOJAVE DESERT AQMD Invoice Invoice Invoice	11/06/2024 11/06/2024 11/06/2024	11/06/2024 PERMIT FEE - PARK BLVD PERMIT RENEWAL FEE - CHOLLITA PERMIT RENEWAL FEES - VARIOUS LOCATIONS	Regular	0.00 0.00 0.00	3,103.73 583.01 420.12 2,100.60	66809
006800 MWA102124	MOJAVE WATER AGENCY Invoice	11/06/2024	11/06/2024 WATER RECHARGE PURCHASE	Regular	0.00 0.00	109,272.00 109,272.00	66810
006800 MWA102224	MOJAVE WATER AGENCY Invoice	11/06/2024	11/06/2024 BANKED WATER RECHARGE PURCHASE	Regular	0.00 0.00	266,900.00 266,900.00	66811
013990 202411	MOMS DESERT VALLEY CLEANING Invoice	11/20/2024	11/20/2024 JANITORIAL SERVICES - 11/2024	Regular	0.00 0.00	1,725.00 1,725.00	66842
000233 486658 486688 486691 487292 488443	NAPA AUTO PARTS Invoice Invoice Credit Memo Invoice Invoice	11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/06/2024	11/06/2024 AUTO EXPENSE - FIELD/VEHICLE MAINTENANCE: V35 & V46 VEHICLE MAINTENANCE: V40 CREDIT: CORE DEPOSIT VACUUM MAINTENANCE: E82 VEHICLE MAINTENANCE: V41	Regular	0.00 0.00 0.00 0.00 0.00	1,106.46 696.30 199.46 -19.58 35.63 194.65	66824
000070 1288599	ONLINE INFORMATION SERVICES INC Invoice	11/06/2024	11/06/2024 ID VERIFICATION SERVICES - 10/2024	Regular	0.00 0.00	215.17 215.17	66812
008137 2030242245	PARKHOUSE TIRE INC Invoice	11/06/2024	11/06/2024 TIRE DISPOSAL FEE	Regular	0.00 0.00	98.00 98.00	66813
008137 2030243089	PARKHOUSE TIRE INC Invoice	11/20/2024	11/20/2024 VACUUM MAINTENANCE: E83	Regular	0.00 0.00	658.56 658.56	66844
008414 1873	PROVIDEO Invoice	11/06/2024	11/06/2024 PORTRAITS-BOARD MEMBER	Regular	0.00 0.00	40.00 40.00	66816

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
008415	PRUDENTIAL OVERALL SUPPLY	11/06/2024	Regular	0.00	477.48	66814
23714747	Invoice	11/06/2024	SHOP EXPENSE	0.00	144.78	
23714748	Invoice	11/06/2024	OFFICE SUPPLIES	0.00	93.96	
23721119	Invoice	11/06/2024	SHOP EXPENSE	0.00	144.78	
23721120	Invoice	11/06/2024	OFFICE SUPPLIES	0.00	93.96	
008201	PURCHASE POWER	11/20/2024	Manual	0.00	350.00	902604
PB111224	Invoice	11/20/2024	POSTAGE REFILL FOR METER	0.00	350.00	
009065	RDO EQUIPMENT COMPANY	11/06/2024	Regular	0.00	134,022.43	66815
1751748	Invoice	11/06/2024	JD 210P SKIPLOADER	0.00	134,022.43	
009065	RDO EQUIPMENT COMPANY	11/20/2024	Regular	0.00	59.81	66845
P1045745	Invoice	11/20/2024	DUMP TRUCK SUPPLIES: E1DT	0.00	59.81	
001912	SAN BERNARDINO COUNTY FIRE PROTECTION C	11/06/2024	Regular	0.00	1,146.00	66817
IN0187493	Invoice	11/06/2024	HAZMAT CUPA PERMIT TO 12/1/24 - 11/30/25	0.00	1,146.00	
000091	SAN BERNARDINO COUNTY RECORDER	11/20/2024	Regular	0.00	20.00	66847
SB111224	Invoice	11/20/2024	RELEASE OF LIENS	0.00	20.00	
000091	SAN BERNARDINO COUNTY RECORDER	11/20/2024	Regular	0.00	40.00	66854
SB111924	Invoice	11/20/2024	RELEASE OF LIENS	0.00	40.00	
013831	SATMODO LLC	11/06/2024	Regular	0.00	164.26	66818
258450	Invoice	11/06/2024	EMERGENCY SATELLITE PHONES - 11/2024	0.00	164.26	
013820	SC FUELS	11/20/2024	Manual	0.00	2,054.22	902601
IN-0000003581	Invoice	11/20/2024	FUEL FOR VEHICLES	0.00	2,054.22	
009898	SOCALGAS	11/06/2024	Manual	0.00	1.57	902593
GAS1024	Invoice	11/06/2024	HEAT FOR SHOP 08/14/24 - 10/16/24	0.00	1.57	
009880	SOUTHERN CALIFORNIA EDISON CO	11/06/2024	Manual	0.00	2,539.79	902595
SCE1024	Invoice	11/06/2024	POWER TO BUILDINGS & GENERATORS - 10/2024	0.00	2,539.79	
009878	SOUTHERN CALIFORNIA EDISON	11/06/2024	Manual	0.00	43,604.51	902594
SCE1024	Invoice	11/06/2024	POWER FOR PUMPING - 10/2024	0.00	43,604.51	
VEN01020	SOUTHWEST NETWORKS INC	11/20/2024	Regular	0.00	210.00	66849
24-10080	Invoice	11/20/2024	SUPPLEMENTAL IT (AMC) - 10/2024	0.00	210.00	
014117	SUN LIFE ASSURANCE COMPANY OF CANADA	11/20/2024	Regular	0.00	1,468.06	66850
SL111224	Invoice	11/20/2024	EE LIFE INSURANCE - 12/2024	0.00	1,468.06	
010850	UNDERGROUND SERVICE ALERT	11/06/2024	Regular	0.00	113.60	66820
1020240356	Invoice	11/06/2024	TICKET DELIVERY SERVICE - 10/2024	0.00	113.60	
CC-ANNE	US BANK CORPORATE	11/06/2024	Manual	0.00	631.88	902590
US2224	Invoice	11/06/2024	EE TRAINING/DROPBOX & SMARTSHEET SUBSCRIPTIONS	0.00	631.88	
CC-DAN	US BANK CORPORATE	11/06/2024	Manual	0.00	563.54	902589
US1024	Invoice	11/06/2024	SM TOOLS-MECHANIC/VEHICLE MAINT/TANK MAINT	0.00	563.54	
CC-DAVID	US BANK CORPORATE	11/06/2024	Manual	0.00	690.24	902588
US1024	Invoice	11/06/2024	ADOBE SUBSCRIPT/OFFSITE STORAGE/OFFICE SUPPLIES	0.00	690.24	
CC-SARAH	US BANK CORPORATE	11/06/2024	Manual	0.00	216.98	902591
US1024	Invoice	11/06/2024	EVERNOTE & ABLEBITS.COM SUBSCRIPTIONS/POSTAGE	0.00	216.98	
014134	US WATER ALLIANCE	11/06/2024	Regular	0.00	2,950.00	66821
2432	Invoice	11/06/2024	2025 ORGANIZATIONAL MEMEBERSHIP DUES	0.00	2,950.00	
014056	VISUAL EDGE IT INC	11/06/2024	Regular	0.00	312.57	66822
24AR2184296	Invoice	11/06/2024	OFFICE EXPENSE 9/30/24 - 10/29/24	0.00	312.57	

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000327	WATER QUALITY SPECIALISTS	11/06/2024	Regular	0.00	4,012.00	66823
9968	Invoice	11/06/2024	HDMC WWTP: OPERATION & MAINT - 10/2024	0.00	4,012.00	
013809	WEST COAST CIVIL INC	11/20/2024	Regular	0.00	430.00	66851
2410-406	Invoice	11/20/2024	ENG: E2-1 RESERVOIR UPGRADE THRU 10/31/24	0.00	180.00	
2410-407	Invoice	11/20/2024	ENG: BELMONT PH2 PERMITTING	0.00	250.00	
011615	WESTERN EXTERMINATOR	11/20/2024	Regular	0.00	78.96	66846
69971614	Invoice	11/20/2024	PEST CONTROL SERVICES - SHOP & OFFICE	0.00	78.96	
013888	WIENHOFF DRUG TESTING	11/20/2024	Regular	0.00	85.00	66852
125905	Invoice	11/20/2024	ANNUAL CONSORTIUM FEE 11/15/23 – 11/15/24	0.00	85.00	
014136	WIRE FIRE FABRICATION LLC	11/20/2024	Regular	0.00	10,000.00	66839
WFF111924	Invoice	11/20/2024	DEPOSIT: WINDBREAK STRUCTURES & SIGN @ OFFICE	0.00	10,000.00	
013359	XEROX FINANCIAL SERVICES LLC	11/27/2024	Manual	0.00	397.60	902607
6438884	Invoice	11/27/2024	OFFICE EXPENSE 10/30/24 - 11/29/24	0.00	397.60	

Bank Code AP Summary

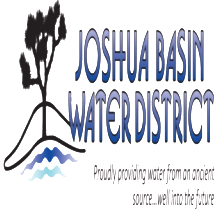
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	91	60	0.00	931,701.01
Manual Checks	20	20	0.00	95,301.23
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	111	80	0.00	1,027,002.24

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	91	60	0.00	931,701.01
Manual Checks	20	20	0.00	95,301.23
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	111	80	0.00	1,027,002.24

Fund Summary

Fund	Name	Period	Amount
01	GENERAL FUND	11/2024	1,027,002.24
			1,027,002.24



Joshua Basin Water District

Check Report

By Vendor DBA Name

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: PR-Payroll Account						
000248	PAYCHEX	11/08/2024	Manual	0.00	568.09	950153
2024110601	Invoice	11/08/2024	PAYROLL PROCESSING FEE - 11/08/24	0.00	568.09	
000248	PAYCHEX	11/14/2024	Manual	0.00	1,247.70	950154
1395101603	Invoice	11/14/2024	MEDICAL FSA USE	0.00	1,225.30	
1395233493	Invoice	11/14/2024	MEDICAL FSA USE	0.00	10.58	
1395696097	Invoice	11/14/2024	MEDICAL FSA USE	0.00	11.82	
000248	PAYCHEX	11/22/2024	Manual	0.00	558.09	950155
2024112001	Invoice	11/22/2024	PAYROLL PROCESSING FEE - 11/22/24	0.00	558.09	
000248	PAYCHEX	11/15/2024	Manual	0.00	75.00	950156
29862637	Invoice	11/15/2024	FSA PROCESSING FEE - 11/2024	0.00	75.00	
000248	PAYCHEX	11/26/2024	Manual	0.00	828.47	950157
636864292	Invoice	11/26/2024	MEDICAL FSA USE	0.00	823.47	
637410924	Invoice	11/26/2024	MEDICAL FSA USE	0.00	5.00	

Bank Code PR Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	8	5	0.00	3,277.35
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	8	5	0.00	3,277.35

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	8	5	0.00	3,277.35
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	8	5	0.00	3,277.35

Fund Summary

Fund	Name	Period	Amount
01	GENERAL FUND	11/2024	3,277.35
			3,277.35

**JOSHUA BASIN WATER DISTRICT
UTILITY REFUND REGISTER**

<u>Account Number</u>	<u>Name</u>	<u>Date</u>	<u>Type</u>	<u>Amount</u>	
04-00085-010	GARZON, ROLANDO GUZMAN	11/20/2024	Refund	280.34	Check #: 66825
08-00051-005	SATI AH, INC	11/20/2024	Refund	384.53	Check #: 66826
08-00059-005	BAEZ, MARK	11/20/2024	Refund	119.40	Check #: 66827
55-00312-014	TAILOR, JADE	11/20/2024	Refund	278.93	Check #: 66828
				<u>1,063.20</u>	

<u>Employee Number</u>	<u>Employee Name</u>	<u>Date</u>	<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>
513	Doolittle, Stacy	10/25/2024	TRAINING - PAID Note: Ethics Training 100/504//10050	1.0000	\$173.63	
		10/30/2024	SPECIAL JBWD BOARD MEETING - PAID 100/504//10050	1.0000	\$173.63	
		11/06/2024	JBWD BOARD MEETING - PAID 100/504//10050	1.0000	\$173.63	
		11/13/2024	FINANCE COMMITTEE MEETING - PAID 100/504//10050	1.0000	\$173.63	
		11/14/2024	MWA MEETING - PAID 100/504//10050	1.0000	\$173.63	
Totals:					\$868.15	\$0.00
Employee Total:					\$868.15	

<u>Employee Number</u>	<u>Employee Name</u>	<u>Date</u>	<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>
516	Fick, David	10/19/2024	OTHER MEETING - PAID Note: MWA TOUR ON 10.17.24 100/504//10050	1.0000	\$173.63	
		10/21/2024	ASBCSD DINNER - PAID 100/504//10050	1.0000	\$173.63	
		10/30/2024	SPECIAL JBWD BOARD MEETING - PAID 100/504//10050	1.0000	\$173.63	
		11/06/2024	JBWD BOARD MEETING - PAID 100/504//10050	1.0000	\$173.63	
Totals:					\$694.52	\$0.00
Employee Total:					\$694.52	

<u>Employee Number</u>	<u>Employee Name</u>	<u>Date</u>	<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>
511	Floen, Tom	10/24/2024	MWA MEETING - PAID 100/504//10050	1.0000	\$173.63	
		10/30/2024	SPECIAL JBWD BOARD MEETING - PAID 100/504//10050	1.0000	\$173.63	
		11/06/2024	JBWD BOARD MEETING - PAID 100/504//10050	1.0000	\$173.63	
		11/13/2024	FINANCE COMMITTEE MEETING - PAID 100/504//10050	1.0000	\$173.63	
Totals:					\$694.52	\$0.00
Employee Total:					\$694.52	

<u>Employee Number</u>	<u>Employee Name</u>	<u>Date</u>	<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>
512	Jarlsberg, Jane	10/19/2024	OTHER MEETING - PAID Note: MWA TOUR ON 10.17.24 100/504//10050	1.0000	\$173.63	
		10/30/2024	SPECIAL JBWD BOARD MEETING - PAID 100/504//10050	1.0000	\$173.63	
		11/06/2024	JBWD BOARD MEETING - PAID 100/504//10050	1.0000	\$173.63	
Totals:					\$520.89	\$0.00
Employee Total:					\$520.89	

<u>Employee Number</u>	<u>Employee Name</u>	<u>Date</u>	<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>
515	Short, Thomas	10/30/2024	SPECIAL JBWD BOARD MEETING - PAID 100/504//10050	1.0000	\$173.63	
		11/06/2024	JBWD BOARD MEETING - PAID 100/504//10050	1.0000	\$173.63	
Totals:					\$347.26	\$0.00
Employee Total:					\$347.26	

Pay Adjustment Summary

<u>Type</u>	<u>Units</u>	<u>Additions</u>	<u>Deductions</u>
TRAINING - PAID	1.0000	\$173.63	
SPECIAL JBWD BOARD MEETING - PAID	5.0000	\$868.15	
JBWD BOARD MEETING - PAID	5.0000	\$868.15	
FINANCE COMMITTEE MEETING - PAID	2.0000	\$347.26	
MWA MEETING - PAID	2.0000	\$347.26	
OTHER MEETING - PAID	2.0000	\$347.26	
ASBCSD DINNER - PAID	1.0000	\$173.63	

Grand Totals:	\$3,125.34	\$0.00
Grand Total:	\$3,125.34	



AGENDA ITEM NO:	7A
MEETING DATE:	01.15.25

Staff Report

PRESENTED BY:	Anne Roman, Director of Finance
TOPIC:	RATE SCENARIO ANALYSIS
RECOMMENDATION:	Continue course of Board-approved action related to Rate Study Scenario C.

SUMMARY: Staff have analyzed the District’s finances and reviewed the Rate Study’s implemented Scenario C. Staff recommend continuing to follow Scenario C rates, now beginning in February, 2025.

ANALYSIS: On February 15, 2023, the Board approved the Rate Study, voting to adopt **Scenario A** while implementing the lower rates of **Scenario C**. The Board directed staff to monitor the situation and recommend adjustments if higher rates became necessary. After analyzing the District’s financials, staff recommend continuing course with the **Scenario C** rate changes that were originally scheduled to take effect January 2025. Due to the agenda deferral, the rates are now proposed to take effect February 1, 2025.

Although the shorter-term financial statistics appear more dramatic, the below longer-term financial highlights (2018/19 to 2023/24) paint a more accurate picture:

1. Unrestricted LAIF Balances

At 06/30/24, the District’s unrestricted (designated) LAIF balances totaled \$14,641,690, exceeding the Rate Study’s projected balance of \$12,777,000 by approximately \$1.86 million. However, this tracks more closely to the Rate Study projections than earlier years. The variance is largely due to reduced spending from vacant positions and deferred projects and not expected to continue beyond 25/26.

2. Net Position Growth

The District’s net position increased by \$13,945,372 over five years, averaging \$2.79 million annually. This reflects strengthened financial health, attributed to a \$4.885 million increase in non-liquid capital assets and \$7.795 million in cash. Notably, net position changes have fluctuated significantly over time, from a \$1.29 million *decrease* in 2019 (due to additional CIRP depreciation and one-time studies & reports write-offs) to a \$4.478 million *increase* in 2013 (driven by grant-funded recharge facility asset addition).

3. Capital Improvement Plan (CIP) Funding

Since 2018/19, the Rate Studies have allocated \$8.485 million toward reserves and project funding (including a \$3 million CIRP loan) for capital improvements. However, the 2015/16 CIP required \$15.26 million for full funding in the years considered, leaving a

\$6.77 million shortfall. Recall that Rate Scenario A, which has not been implemented, achieved full or near-full funding for the CIP.

4. Audited Financial Trends

From 2020/21 onward, audited financial statements indicate consistent net operating income, supported by strategic reserve increases for capital projects, vehicles, equipment, studies, and reports. In 2023/24, non-operating revenue was approximately three times the average, reflecting an irregular year.

Recommendation to Continue with Board-approved scheduled rate changes: Despite a strong fiscal year in 2023/24, questions have arisen about holding rates steady instead of implementing the January 2025 changes. Staff recommend continuing with the approved scheduled **Scenario C** rate changes for the following reasons:

1. **Avoid Falling Behind:** Delaying increases would result in loss of compounding effects on future increases.
2. **Chromium-6 Preparation:** Costs related to Chromium-6 remain uncertain, and updated estimates and grant/loan details are pending.
3. **Capital Improvement Plan (CIP) Funding:**
 - o Scenario C and the Strategic Plan indicate current rates cannot fully fund the 2016 CIP needs. An update is needed.
 - o The Strategic Plan even suggests exploring bond debt as a potential solution.
4. **Loan Payoff Opportunity:** If grants are secured and Chromium-6 costs are lower than expected, early repayment of the CIRP loan could save on interest costs.
5. **Anomaly in FY 2023/24:** While FY 2023/24 was financially strong, the results were driven by factors like deferred capital work and unavoidable vacancies, rather than sustainable improvements.
6. **Reserve Growth:**
 - o The Rate Study projects an intentional \$2.76 million reserve increase in FY 2023/24 for future equipment replacement, reports and studies, and CIP work.

RECOMMENDED ACTION:

Continue course of Board-approved action related to Rate Study Scenario C. Scheduled rate changes will become effective February 2025.

STRATEGIC PLAN:

2024 Strategic Plan Objective 2.1

FISCAL IMPACT:

Skipping or deferring January 2025-scheduled rate changes would cost the District \$578,000 in revenues for 2024/25 plus any future compounding effects.

JBWD FINANCIAL SNAPSHOT, 01/07/2025

NEW RATE STUDY BEGINS 03/2023

ACCOUNT NUMBER	ACCOUNT NAME	FYE 2018-19	FYE 2019-20	FYE 2020-21	FYE 2021-22	FYE 2022-23	FYE 2023-24	INCREASE (DECREASE) FROM 2018-19
UNRESTRICTED (DESIGNATED) LAIF BALANCES								
01-11300	LAIF - OPERATING	1,846,304	1,686,373	1,708,965	1,802,491	1,844,157	2,139,714	293,410
01-11303	LAIF - CASH FLOW ^	451,029	1,413,444	2,162,561	3,259,674	4,443,390	5,020,756	4,569,728
01-11305	LAIF - EMERGENCY CAPITAL REPL RESERVE ~	2,000,000	2,000,000	2,000,000	1,897,329	2,000,000	2,395,166	395,166
01-11306	LAIF - EQUIP & TECH ~	389,952	193,522	363,522	363,522	242,516	270,559	(119,393)
01-11307	LAIF - OPPORTUNITY							-
01-11308	LAIF - WELL/BOOSTER/TANK							-
01-11315	LAIF - BUILDING ~	6,441	36,441	66,441	66,441	96,441	96,441	90,000
01-11316	LAIF - METER REPLACEMENT RESRV~	262,835	734,931	970,030	970,030	1,205,996	1,232,993	970,158
01-11317	LAIF - STUDIES & REPORTS ~	11,306	61,306	111,306	111,306	105,408	310,803	299,497
01-11318	LAIF - CAPITAL ~	1,878,168	1,720,073	2,050,134	2,818,629	2,901,649	3,175,257	1,297,089
UNRESTRICTED (DESIGNATED) LAIF BALANCE		6,846,036	7,846,091	9,432,960	11,289,423	12,839,557	14,641,690	7,795,654
INCREASE (DECREASE) \$			1,000,055	1,586,869	1,856,463	1,550,134	1,802,132	7,795,654
RATE STUDY CASH BALANCE COMPARISON								
RATE STUDY ENDING FUND RESERVES		6,592,000	6,402,000	5,773,000	5,599,000	12,907,000	12,777,000	6,185,000
LAIF BALANCE OVER / (UNDER) RATE STUDY PROJECTION \$		254,036	1,444,091	3,659,960	5,690,423	(67,443)	1,864,690	12,845,756

RATE STUDY RESERVE DESIGNATION COMPARISON		CIRP LOAN						
DESIGNATED FOR CAPTIAL IMPROVEMENT PROGRAM (CIP)	700,000	3,000,000	-	1,000,000	1,785,000	2,000,000	8,485,000	
DESIGNATED FOR EQUP & TECH	187,000	187,000	187,000	187,000	300,000	375,000	Excluded from CIP	
DESIGNATED FOR STUDIES & REPORTS	50,000	50,000	50,000	50,000	300,000	200,000	Excluded from CIP	
DESIGNATED FOR METER REPLACEMENT PROGRAM	500,000	500,000	500,000	500,000	182,000	185,000	Excluded from CIP	
TOTAL RESERVE DESIGNATIONS (BEFORE SPENDING)	1,437,000	3,737,000	737,000	1,737,000	2,567,000	2,760,000	12,975,000	
CAPITAL IMPROVEMENT PLAN (CIP) ANN'L PROJECTED COST		2,547,000	2,577,000	2,650,000	2,462,000	2,489,000	2,538,000	15,263,000
DESIGNATED RESERVES OVER (SHORT) TO FUND CIP PLAN	(1,847,000)	423,000	(2,650,000)	(1,462,000)	(704,000)	(538,000)	(6,778,000)	

AUDITED FINANCIAL STATEMENT COMPARISON								
OPERATING REVENUES	5,646,298	6,392,673	7,621,014	8,272,429	8,289,087	9,033,008	Rate & Fee Revenue	
LESS: OPERATING EXPENSES	5,864,131	4,784,240	4,955,222	5,354,113	5,656,228	6,233,982	Expenses related to Rates & Fees	
NET OPERATING INCOME	(217,833)	1,608,433	2,665,792	2,918,316	2,632,859	2,799,026	Coverage of related costs & intentional reserve increases	
LESS: (DEPRECIATION EXP)	(1,846,558)	(1,423,233)	(1,544,026)	(1,517,882)	(1,580,979)	(1,661,794)	Unadjusted cost to replace assets	
NET INCOME/(LOSS)	(2,064,391)	185,200	1,121,766	1,400,434	1,051,880	1,137,232		
PLUS/(LESS) NON-OPERATING REV/(EXP)	607,485	453,292	440,734	1,118,078	688,684	1,949,063	Other revenues: Prop taxes, etc.	
NET INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS	(1,456,906)	638,492	1,562,500	2,518,512	1,740,564	3,086,295		
PLUS: CAPITAL CONTRIBUTIONS EXCL GRANTS	84,811	495,953	756,433	973,291	954,976	674,725	Capacity charges, RESTRICTED	
PLUS: GRANTS (MWA, Arrearages, LIHWAP)	81,252	13,783	64,082	321,944	15,000	105,289	Grants	
PLUS/(LESS): RESTATEMENT DUE TO GASB CHANGE / OTHER			(352)		23,885		Audit requirement	
CHANGE IN NET POSITION	(1,290,843)	1,148,228	2,382,663	3,813,747	2,734,425	3,866,309	12,654,529	
		1,148,228	2,382,663	3,813,747	2,734,425	3,866,309	13,945,372	

NET POSITION COMPARISON								
Total NET POSITION (LIQUID AND NON-LIQUID ASSETS LESS LIABILITIES)	36,563,587	37,711,815	40,094,478	43,908,225	46,642,650	50,508,959		
INCREASE \$		1,148,228	2,382,663	3,813,747	2,734,425	3,866,309	13,945,372	
<i>NET POSITION CHANGES BTWN 11/12 & 17/18 AVERAGED INCREASE OF \$1.288 MIL, RANGING FROM LOW OF \$910K DECREASE (15/16) TO \$4.478 MIL INCREASE (12/13) .</i>								
<i>12/13, 13/14 INCL MAJOR GRANT FUNDING FOR RECHARGE ASSET; 18/19 INCL \$600K NEW CIRP DEPREC EXPENSE AND \$517K ONE-TIME REPORTS & STUDIES ASSET WRITE OFFS.</i>								
Portion of above: NON-LIQUID CAPITAL ASSETS BEFORE DEPRECIATION	58,398,763	58,410,073	60,014,671	60,909,089	62,132,691	63,284,203		
CAPITAL ASSETS INCREASE \$		11,310	1,604,598	894,418	1,223,602	1,151,512	4,885,440	

KEY >>

COMPARE LAIF TO RATE STUDY

COMPARE R.S. RESERVES TO CIP

2022/23 RATE STUDY BEGINS

NET POSITION COMPOSITION



AGENDA ITEM NO:	7B - PART A
MEETING DATE:	01.15.25

Staff Report

PRESENTED BY:	Anne Roman, Director of Finance
TOPIC:	NOTICE OF PRE-APPROVED RATE AND GUARANTEE DEPOSIT ESCALATIONS & PRE-APPROVED CAPACITY CHARGE ESCALATIONS - PART A
RECOMMENDATION:	Receive for informational purposes.

SUMMARY: Publication of Rate & Fee Schedule. Annual public notice of pre-approved rate, fee, and guarantee deposit escalations.

ANALYSIS: Notice is hereby provided of the following Rates and Fees, which are being escalated in accordance with the *previously approved* Rules & Regulations articles cited below and reflected on the attached Rate & Fee Sheet:

PREVIOUSLY APPROVED / NOTICE ONLY:

Rates/Fee	Reason
Rates	Annual notice of escalation of Scenario C Rates adopted and implemented 02/15/2023 as detailed in previously approved Articles 13 and 14.
Guarantee Deposit	Annual notice of pre-approved guarantee deposit escalation reflected in previously approved Article 14.3. Refundable deposit changes to \$376.
Meter Exchange Cost Estimate	Notice of updated cost estimate as reflected in previously approved Article 13.21. ¾" to 1" size upgrade changes to cost estimate of \$407.
Temporary Service Guarantee Deposit	Notice of updated replacement guarantee deposit as reflected in previously approved Article 13.13. 1" refundable deposit changes to \$1,764. 3" refundable deposit changes to \$3,672.
Water Capacity	Notice of cost escalation as detailed in previously approved Article 14.19.
Waste Water Capacity	Notice of cost escalation as detailed in previously approved Article 14.19.1.

Finally, a Rate & Fee Schedule, which summarizes the Rates & Fees reflected in Articles 13 and 14 of the Rules & Regulations, is attached for publication.

**RECOMMENDED
ACTION:**

- Receive for informational purposes.
-

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

Numerous, unquantifiable.

JOSHUA BASIN WATER DISTRICT - RATE and FEE SCHEDULE (2 pages)

Resolutions and the Rules Regulations take precedence in case of error or omission.

Published 02/01/2025

Rates effective 02/01/2025* per Resolution 23-1052 (implemented Scenario "C"***)

Basic Monthly Fee			R&R
Meter Size	Flow (G.P.M.)	Monthly rate	
¾" and 1"	30 & 50	\$47.80	14.5
1 ½"	100	\$159.33	14.5
2"	160	\$254.93	14.5
3"	300	\$478.00	14.5

Private Fire Protection		R&R
Device Size	Monthly Rate	
2"	\$25.49	14.1
3"	\$47.80	14.1
4"	\$79.66	14.1
6"	\$159.31	14.1
8"	\$254.90	14.1

Monthly Water Flow Charges			R&R
Meter Size	Consumption Amount	Rate per unit	
¾" and 1"	0 – 5 units	\$9.05	14.6
	6 – 10 units	\$10.75	14.6
	11 – 20 units	\$12.45	14.6
	21 + units	\$14.15	14.6
1-1/2", 2", and 3"	All Usage	\$10.75	14.6

Miscellaneous Charges		R&R
After Hours Turn On Convenience Charge	\$110.00	14.4.2
Backflow/Cross Connection Devices	FEE DISCONTINUED	14.12
Broken Locking Device Fee	\$32.00	14.24
Delinquent Account Service Charge	10% on each original unpaid balance, plus .5% per month for each subsequent month of delinquency	14.8
Document Charge – photocopies	\$ 0.25/page	14.25
DVD's	\$5.00	14.25
Guarantee Deposit (escalates with rates)	\$376.00	14.3
Lien Fees	Filing - \$47.00, Releasing - \$74.00	14.29
Meter Accuracy Testing	¾" and 1" - \$158.00, larger at cost	14.22
Meter Damage	Minor/Broken Ball Valve - \$150 Extensive Damage at actual cost	11.6
Meter Exchange Cost (on same parcel) (i.e. Upgrade/downgrade)	\$355 (lesser of quoted and actual cost) plus applicable capacity fees	14.21
Meter Reinstallation Charge	\$54.00	14.21
Meter Removal (Pull) Charge	\$49.00	14.4.3
Meter Accuracy Testing Fee (Customer Requested)	\$158.00	14.22
New Account Charge (formerly Turn on)	\$43.00	14.40
No Show for Missed Appointments	\$29.00	14.28
Other Services	Actual cost	14.36
Permit to Supply Water for Domestic Irrigation to Adjacent [Same Ownership] Parcel	¾" or 1" meter - \$496.20 per year	14.11
Reconnection Fee for Non-Payment	\$25.00	14.35
Returned Payment Charge (1st)	First - \$25.00	14.35
Returned Payment Charge (2nd and subsequent)	Second and subsequent - \$35.00	14.35
Sale of Water to Other Water Agencies	\$9.53 per unit, \$1,038 per acre foot Plus direct labor, material & equip costs	14.27
Water Availability or Standby Charges (billed through property taxes)	See attached schedule	14.2
48-Hour Tag/Letter Fee	\$10.00	14.26
Temporary Customer-Requested Turn Off/On	\$33.00	14.4.1

* WATER RATES ARE EFFECTIVE WITH BILLS DATED MARCH 31, 2025 (read cycle 02/01-03/01)

** AFTER UNDERGOING A RATE STUDY WITH BARTLE WELLS ASSOCIATES AND A PROPOSITION 218 PROCESS, THE BOARD OF DIRECTORS, ON 02/15/23, ADOPTED MAXIMUM RATE SCENARIO "A" RATES BY RESOLUTION 23-1052 BUT DIRECTED STAFF TO IMPLEMENT LOWER SCENARIO "C" RATES FOR BILLING EFFECTIVE 03/01/23 UNTIL FURTHER NOTICE.

JOSHUA BASIN WATER DISTRICT - RATE and FEE SCHEDULE (2 pages)

Resolutions and the Rules Regulations take precedence in case of error or omission.

Published 02/01/2025

TEMPORARY Water Service Fees			R&R
Guarantee Deposit – Temporary Service	Replacement cost - meter & appurtenances 1" - \$1,764; 3" - \$3,672		14.3
Temporary Service Installation Fee	\$95.00		14.13.1
Temporary Service Relocation Fee	\$60.00		14.13.2
TEMPORARY Service Basic Monthly Fees (no change at 03/01/23)			R&R
Meter Size	Flow (G.P.M.)	Monthly Rate	
¾" and 1"	30 & 50	\$62.03	14.5.1
3"	300	\$620.45	14.5.1
TEMPORARY Service Monthly Water Flow Charges (no change at 03/01/23)			R&R
Meter Size	Consumption Amount	Rate per Unit	
¾" and 1"	0 – 5 units	\$9.30	14.6.1
	6 – 10 units	\$11.55	14.6.1
	11 – 20 units	\$13.80	14.6.1
	21 + units	\$16.05	14.6.1
1-1/2", 2", and 3"	All Usage	\$11.55	14.6.1

Development Fees		R&R
Fire Flow Test/Hydrant Flow Testing	\$217.00	14.23
Meter Quote	\$19.00	14.31
Non-Interference Letter	Actual cost	14.34
Plan Check Deposit	Determined by JBWD based on complexity	14.7
Refund Agreement Processing Fee	Initial preparation \$190.00, each additional parcel \$35.00, Processing refund check \$30.00	14.2
S1 Form Letter	Actual cost	14.33
Standard Front Footage Fee (mainline or wastewater)	Most recently-calculated front footage cost approved by Board of Directors: CMC-\$26/ft	14.16, 14.18.1
Static Pressure Testing	\$80.00	14.23.1
Variance Application Deposit	Simple - \$500.00 Complex - \$2,500.00	14.1
W1 Form Letter	Actual cost	14.32
Will Serve Letter	\$33.00	14.30

New Water Capacity Study effective 07/01/23 per Resolution 23-1055

Each meter installation with require payment of either tract or non-tract connection charge, depending on location, plus the corresponding capacity charges.

Meter Connection Fees (Effective 02/01/25), Resolution 24-1069				Capacity Charges Effective 02/01/25			
Meter Size	Tract Connection Cost Estimate	Non-Tract Connection Cost Estimate	<R&R	R&R>	Water Capacity Reso. 23-1055	Wastewater Capacity (per EDU) Reso. 09-851	<R&R
ADU subject to Capacity fee**** Per plumbing fixture unit	N/A	N/A	N/A	14.19	\$808.00 per plumbing fixture unit	\$7,148.00	14.19.1
¾" Meter***	Cost, individually quoted	Cost, individually quoted	14.18	14.19	\$9,696.00	\$7,148.00	14.19.1
1" Meter: Short-side, Unpaved (SSU)	\$1,269.00	\$2,583.00	14.18	14.19	\$12,928.00	\$7,148.00	14.19.1
1" Meter: Long-side, Unpaved (LSU)	\$1,269.00	\$3,716.00	14.18	14.19	\$12,928.00	\$7,148.00	14.19.1
1" Meter: Short-side, Paved (SSP)	\$1,269.00	\$3,367.00	14.18	14.19	\$12,928.00	\$7,148.00	14.19.1
1" Meter: Long-side, Paved (LSP)	\$1,269.00	\$4,500.00	14.18	14.19	\$12,928.00	\$7,148.00	14.19.1
1 ½" Meter	Cost, individually quoted	Cost, individually quoted	14.18	14.19	\$32,321.00	\$7,148.00	14.19.1
2" Meter	Cost, individually quoted	Cost, individually quoted	14.18	14.19	\$51,713.00	\$7,148.00	14.19.1
3" Meter	Cost, individually quoted	Cost, individually quoted	14.18	14.19	\$96,962.00	\$7,148.00	14.19.1

***FOR UPSIZING CALCULATION OF INCREMENTAL DIFFERENCE ONLY.

****SEE RULES & REGULATIONS FOR SPECIFICS ON SUBJECT ADU'S.

Standby Rate Table Attached

EXHIBIT A
JOSHUA BASIN WATER DISTRICT
WATER AVAILABILITY (STANDBY) CHARGES

SCHEDULE A
MINIMUM PER PARCEL UP TO 1.25 ACRES

NEW COUNTY ZONES	District Zone 1	District Zone 2	District Zone 3	District Zone 4
20MRM40M*	\$30.00	\$50.00		
3MRM*	\$40.00	\$60.00		
4MRM*	\$40.00	\$60.00	\$50.00	
RM	\$30.00	\$50.00	\$50.00	
RS	\$40.00	\$60.00	\$50.00	
RS1	\$40.00	\$60.00	\$50.00	
RS8M*	\$30.00	\$50.00		
RS10M	\$30.00	\$50.00		
RS14M, RS18M*	\$30.00	\$50.00		
RS20M	\$30.00	\$50.00		
RL, RL2.5*	\$30.00	\$50.00	\$40.00	\$40.00
RL5	\$30.00	\$50.00	\$40.00	\$40.00
RL10	\$30.00	\$50.00	\$40.00	\$40.00
RL20	\$30.00	\$50.00	\$40.00	\$40.00
RC, RC40*, OS, FW	\$40.00	\$60.00	\$40.00	\$40.00
CG-SCp, CS, CO, CN, IC, IN	\$40.00	\$60.00	\$50.00	

* Cannot be assigned to parcels created after 2018

SCHEDULE B
COST PER ACRE FOR PARCELS OVER 1.25 ACRES

District Zone 1	District Zone 2	District Zone 3	District Zone 4	ACREAGE
\$20.00	\$30.00			0+ Acres
\$20.00	\$30.00			0-40 Acres
	\$25.00			41+ Acres
\$20.00	\$35.00	\$25.00		0-40 Acres
	\$25.00	\$15.00		41+ Acres
\$20.00	\$30.00	\$25.00		0-40 Acres
	\$25.00	\$15.00		41+ Acres
\$20.00	\$30.00	\$20.00		0-40 Acres
	\$25.00			41+ Acres
\$20.00	\$30.00			0+ Acres
\$20.00	\$35.00			0-40 Acres
\$15.00	\$25.00			41-80 Acres
\$10.00	\$15.00			81-160 Acres
	\$10.00			161-320 Acres
	\$1.00			321+ Acres
\$20.00	\$30.00			0-40 Acres
\$15.00	\$25.00			41-80 Acres
\$10.00	\$15.00			81-160 Acres
	\$10.00			161-320 Acres
	\$1.00			321+ Acres
\$20.00	\$30.00			0+ Acres
\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres
\$15.00	\$25.00	\$15.00	\$12.00	41-80 Acres
\$10.00	\$15.00	\$10.00	\$10.00	81-160 Acres
\$5.00	\$8.00	\$5.00	\$4.00	161-320 Acres
\$1.00	\$1.00	\$1.00	\$1.00	321+ Acres
\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres
\$12.00	\$25.00	\$15.00	\$12.00	41-80 Acres
\$8.00	\$10.00	\$8.00	\$8.00	81-160 Acres
\$4.00	\$5.00	\$4.00	\$3.00	161-320 Acres
\$1.00	\$1.00	\$1.00	\$1.00	321+ Acres
\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres
\$15.00				41+ Acres
\$20.00	\$30.00	\$20.00	\$15.00	0+ Acres
\$15.00	\$25.00	\$15.00	\$15.00	0-40 Acres
	\$12.00	\$10.00	\$8.00	41-160 Acres
	\$5.00	\$4.00	\$3.00	161-320 Acres
	\$1.00	\$1.00	\$1.00	321+ Acres
\$25.00	\$35.00	\$25.00		0-40 Acres
	\$25.00			41+ Acres

JOSHUA BASIN WATER DISTRICT
Water Availability (Standby) Zoning Descriptions

DISTRICT ZONE DESCRIPTIONS

- ZONE 1** Any size parcel served by one or more meters
ZONE 2 Any size parcel within 1/2 mile of a water mainline and in the same pressure zone as the mainline
ZONE 3 Any size parcel within one mile of a water mainline and within the same pressure zone of the mainline
ZONE 4 All other parcels

COUNTY ZONE DESCRIPTIONS

- RM** Residential, multi-family
3MRM Residential, multi-family, 3,000 sq. ft. per unit, 14.5 units per acre
4MRM Residential, multi-family, 4,000 sq. ft. per unit, 10.8 units per acre
20MRM40M Residential, multi-family, 20,000 sq. ft. per unit, 2.18 units per acre
- RS** Residential, single family
RS1 Residential, single family, 1 acre min.
RS8M Residential, single family, 8,000 sq. ft. min.
RS10M Residential, single family, 10,000 sq. ft. min.
RS14M, RS18M Residential, single family, 14,000 sq. ft. min.
RS20M Residential, single family, 20,000 sq. ft. min.
- RL** Rural Living
RL2.5 Rural Living, one residence per 2.5 acres
RL5 Rural Living, one residence per 5 acres
RL10 Rural Living, one residence per 10 acres
RL20 Rural Living, one residence per 20 acres
- RC, RC40, OS, FW** Resource Conservation, Open Space, Floodway
- CG-SCp, CS** Commercial Properties, Sign Control
CO, CN Commercial Properties, Neighborhood Commercial
IC, IN Industrial and Institutional Properties



AGENDA ITEM NO:	7C - PART B
MEETING DATE:	01.15.25

Staff Report

PRESENTED BY:	Anne Roman, Director of Finance
TOPIC:	METER CONNECTION FEE METHODOLOGY AND FEE CHANGES – PART B
RECOMMENDATION:	Consider new Meter Connection fee methodology, fees, and a corresponding update to Rules & Regulations contained in Resolution 25-1071/Exhibit A.

SUMMARY: Proposed adjustments to Meter Connection fee methodology in accordance with Proposition 26 and fees as reflected in Resolution 25-1071 including Exhibit A.

ANALYSIS:	Rates/Fee	Reason
	Meter Connection Fees	Notice of PROPOSED change from flat fee to cost estimate, based on 4 potential field scenarios. <i>See proposed changes to Article 14.18 detailed in Resolution 25-1071 including Exhibit A.</i>

Under Proposition 26, the District is required to charge the cost of service and these fees have not been updated in several years. Thus, the following methodology and fee changes are proposed to the Meter Connection Fees as detailed in attached Resolution 25-1071/Exhibit A:

- Change 1” Tract Meter Connection fee from a flat fee calculation to a cost estimate deposit, with refund due when cost estimate paid exceeds actual cost. This fee has not been updated in several years. A 1” Tract Meter Connection fee is proposed to change from \$669 to \$1,269 based on actual cost of service.
- Change 1” Non-Tract Meter Connection Fee from a single cost flat fee calculation to a cost estimate in one of four scenarios, with refund due when cost estimate paid exceeds actual cost. These fees have not been updated in several years. A 1” Non-Tract Meter Connection Fee is proposed to change from \$2,002 to a range of \$2,583 - \$4,500 based on actual cost of service.
- This new methodology will more accurately capture the wide potential cost variances encountered in District-installed meter connections. Where costs may be more difficult to project, a higher cost estimate has been established with a refund to be provided if cost estimate exceeds actual cost.
- These cost estimates will be updated periodically with Board approval to reflect actual cost of service.
- Other size Meter Connection Fees will be calculated and costs estimated individually based on cost of service.

**RECOMMENDED
ACTION:**

- Approve Resolution 25-1071 and Exhibit A which details Meter Connection fee methodology and fee changes to be documented in Rules & Regulations Article 14.18.
-

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

Numerous, unquantifiable. Meter connection charges will become more accurate compared with a single fee scenario.

RESOLUTION NO. 25-1071
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE JOSHUA BASIN WATER DISTRICT
ESTABLISHING UPDATED METER CONNECTION METHODOLOGY AND FEES

WHEREAS, the Joshua Basin Water District (“JBWD”) has adopted Rules and Regulations relating to acquisition of new water meters; and

WHEREAS, an update in meter connection fee methodology has been developed; and

WHEREAS, the estimated costs associated with installation of service facilities have increased in excess of the amounts currently in place; and

WHEREAS, JBWD has authority to set and collect rates, fees, and charges for water and water service it provides pursuant to the provisions of California Water Code (“Water Code”) sections 31000, 31001, 31007, 31024, and 31025; and

WHEREAS, JBWD is committed to establishing fair and equitable rates and fees structures that reflect the cost of providing service; and

WHEREAS, Proposition 26, approved by the California voters on November 2, 2010, requires that fees for specific government service or product must be the reasonable cost of providing the service or product;

WHEREAS, with relative to meter connection and installation fees, JBWD’s fees have always been based on the actual costs of connection;

WHEREAS, it is necessary for JBWD to update its Rules and Regulations to revise and clarify the procedures for the provision of initial cost estimates and processing of refunds and/or underpayments in connection with actual costs of installation.

NOW THEREFORE, BE IT RESOLVED, the Board of Directors of the Joshua Basin Water District does enact the following:

1. Article 14.18 of the existing Joshua Basin Water District Rules and Regulations is hereby amended as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.
2. The amended rules and regulations adopted by this resolution shall supersede any prior conflicting enactments, whether expressed in Article 14.18 or otherwise.
3. The General Manager is hereby delegated authority to update the Rules and Regulations consistent with this Resolution, including, but not limited to, the update of internal cross-references and other non-substantive modifications to match the provisions adopted herein.

PASSED, APPROVED AND ADOPTED this 15TH day of January, 2025 by the Joshua Basin Water District Board of Directors by the following vote:

Floen, Doolittle, Jarlsberg, Short, Fick

Noes:

Abstain:

Absent:

By: _____

Thomas Floen, President

Attest: _____

Sarah Johnson, Board Secretary

CURRENT ARTICLE TO BE REPLACED BY EXHIBIT A FOLLOWING:

ARTICLE 14.18 Meter Connection Fees (Formerly Meter Installation Fees)

TRACT METER CONNECTION FEES

This fee applies to the Copper Mountain Mesa Assessment District for all original Assessment District parcels with water services already installed, except for the metering equipment. It also applies to approved tract maps or parcel maps where installation of all water system facilities, except for the metering equipment, are completed by the developer.

<u>Meter Size</u>	<u>Fee</u>
¾"	\$585.00
1"	\$669.00
Larger sizes	Actual cost including overhead

NON-TRACT METER CONNECTION FEES

This fee applies to all non-tract parcels in the District and reflects labor, equipment, supplies and overhead costs associated with installing the customer water service, metering equipment and appurtenances which extends the water service from a mainline to a property line for the use of a separate parcel.

<u>Meter Size</u>	<u>Fee</u>
¾"	\$1,911.00
1"	\$2,002.00
Larger	Actual cost, including overhead

EXHIBIT A

ARTICLE 14.18 Meter Connection Fees (Formerly Meter Installation Fees)

NON-TRACT METER CONNECTION FEE COST ESTIMATE (formerly Meter Installation Fees)*

This charge applies to all non-tract parcels in the District and reflects labor, equipment, supplies, and overhead costs associated with installing the customer water service, metering equipment, and appurtenances which extends the water service from a mainline to a property line for the use of a separate parcel. Customers shall be responsible for the actual costs incurred for installation work. The four cost estimate scenarios below best reflect the anticipated maximum cost of service. Refunds will be issued where cost estimate paid exceeds actual cost.

Due to unique District terrain, the District reserves the right to (1) increase the cost estimate requirements in the event of known conditions that will increase the estimated actual costs; and (2) bill customer for any additional costs incurred in the field over and above the cost estimate paid to avoid subsidizing non-standard conditions.

- 1) “Short-side, Unpaved” (SSU) cost estimate will apply to connections on the same side of the street as the mainline, set in dirt, and requires no repaving of asphalt.
- 2) “Long-side, Unpaved” (LSU) cost estimate will apply to connections on the opposite side of the street from the mainline, set in dirt, and requires no paving of asphalt.
- 3) “Short-side, Paved” (SSP) cost estimate will apply to connections on the same side of the street as the mainline, set in asphalt, or where repaving of asphalt is required.
- 4) “Long-side, Paved” (LSP) cost estimate will apply to connections on the opposite side of the street from the mainline set in asphalt, or where repaving of asphalt is required.

METER SIZE	❶ COST ESTIMATE (SHORT-SIDE UNPAVED) (SSU)	❷ COST ESTIMATE (LONG-SIDE UNPAVED) (LSU)	❸ COST ESTIMATE (SHORT-SIDE PAVED) (SSP)	❹ COST ESTIMATE (LONG-SIDE PAVED) (LSP)
¾”	Not generally available. If authorized, actual cost including overhead.			
1”	\$2,583.00	\$3,716.00	\$3,367.00	\$4,500.00
Larger	Actual cost including overhead.			

TRACT METER CONNECTION FEE DEPOSIT (formerly Meter Installation Fees)

- This fee applies to the Copper Mountain Mesa Assessment District for all original Assessment District parcels with water services already installed, except for the metering equipment.
- It also applies to approved tract maps or parcel maps of any size where installation of all water system facilities, except for the metering equipment, are completed by the developer.

Customers shall be responsible for the actual costs incurred for installation work. The cost estimate requirement below best reflects the anticipated maximum cost of service. Refunds will be issued where cost estimate paid exceeds actual cost. *Due to unique District terrain, the District reserves the right to (1) increase the cost estimate requirements in the event of known conditions that will increase the estimated actual costs; and (2) bill customer for any additional costs incurred in the field over and above the cost estimate paid to avoid subsidizing non-standard conditions*

METER SIZE	COST ESTIMATE
¾”	Not generally available. If authorized, actual cost including overhead.
1”	\$1,269.00
Larger	Actual cost including overhead.



AGENDA ITEM NO:	7D
MEETING DATE:	01.15.25

Staff Report

PRESENTED BY:	Anne Roman, Director of Finance
TOPIC:	REPLACEMENT PAYROLL PROCESSING SERVICES PROVIDER (PAYCOM)
RECOMMENDATION:	Authorize General Manager to execute contract with replacement vendor, Paycom, for payroll processing services.

SUMMARY: The District has faced ongoing challenges with payroll service providers, including unresolved tax filing inaccuracies and poor customer service, necessitating a search for a replacement. After evaluating at least 12 options over three years and extensive meetings and demos with Paycom, Paycom has emerged as the only provider within budget that meets the District's complex requirements. Staff seek Board approval to proceed with executing a Paycom contract under a competitive procurement exemption.

ANALYSIS: The District has been actively searching for a replacement payroll service provider due to ongoing challenges, including unresolved inaccuracies in quarterly payroll tax filings with our current provider. These issues have consumed significant staff time. While there are many payroll and HR service providers available, most lack fully integrated platforms that simplify operations between HR recruiting/onboarding, timekeeping, and payroll. Additionally, our complex requirements, such as compliance with FLSA Regular Rate of Pay regulations and participation in both Social Security and CalPERS, have limited our options.

In 2022, the District transitioned away from the outdated and retiring Paychex Preview payroll/Stratustime timekeeping systems that we'd used for many years to a newer platform called Paylocity. Prior to doing so, the District reviewed six alternatives, including Big Fish and Gusto. Unfortunately, we experienced a rough implementation with Paylocity but were still hopeful until we began encountering significant issues with inaccurate tax filings and tax deposit payments.

In early 2024, we returned to Paychex, hoping that their newer Paychex Flex platform would better suit our needs but experienced an inadequate implementation that quickly resulted in tax filing inaccuracies. Thus far, these have been unresolvable with the substandard customer service we've received.

Reluctantly facing the need for another switch during the "audit off-season," we evaluated about six more providers, going into depth with Rippling, OnPay, Incode, and Paycom. Paycom emerged as the only option within budget and capable of meeting our complex requirements. After more than six meetings and demos with the Paycom team and review of more than 12

providers over the past three years, we are confident that Paycom can address our needs.

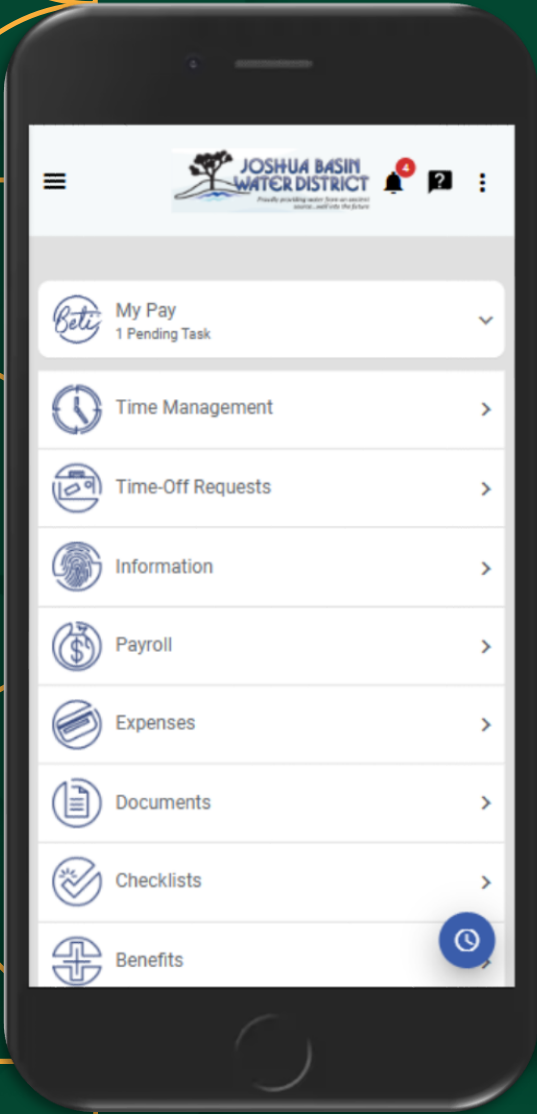
After consultation with District’s legal counsel, Staff believes that we can cite a Competitive Procurement Procedure exemption under Section 3.3 E of the Bidding Policy, which states: “After a solicitation of a number of sources, competition is determined inadequate.” However, for the contract award, we are bringing this decision to the Board in the interest of full transparency.

Although the attached proposal indicates a higher cost due to the anticipation of eventually being fully staffed, the current budget for Paycom aligns closely with our current annual budget allocation for Paychex (\$15,600 for 2024/25). Paycom’s initial investment (implementation) cost of \$5,433 has been negotiated down about 71% to \$1,590.36. Available funds for the implementation fee have been identified in the Accounting/Audit Services account, so no budget amendment is required.

RECOMMENDED ACTION: Authorize General Manager to execute contract with replacement vendor, Paycom, for payroll processing services.

STRATEGIC PLAN: N/A

FISCAL IMPACT: Paycom’s recurring processing costs, at comparable staffing levels, will remain within the District’s current \$15,600 budget. An additional initial investment cost of \$1,590.36 will be funded from existing budget. No budget amendment is required but the General Manager will authorize adjustment of \$1,590.36 in funding from one account to another under her existing authority.



Paycom Overview

Prepared for



Who We Are



Dylan Diaz
Emerging Markets Representative

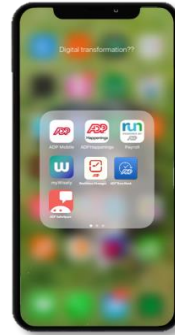
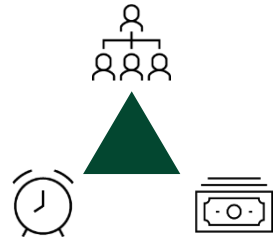


Braden Duffel
Sales Manager

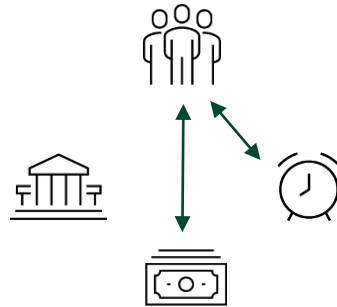


How Paycom is Setup Differently in Our Industry

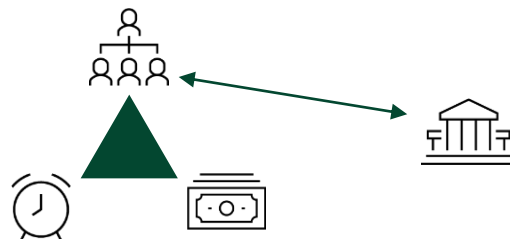
Acquisition



Partnership



Hybrid

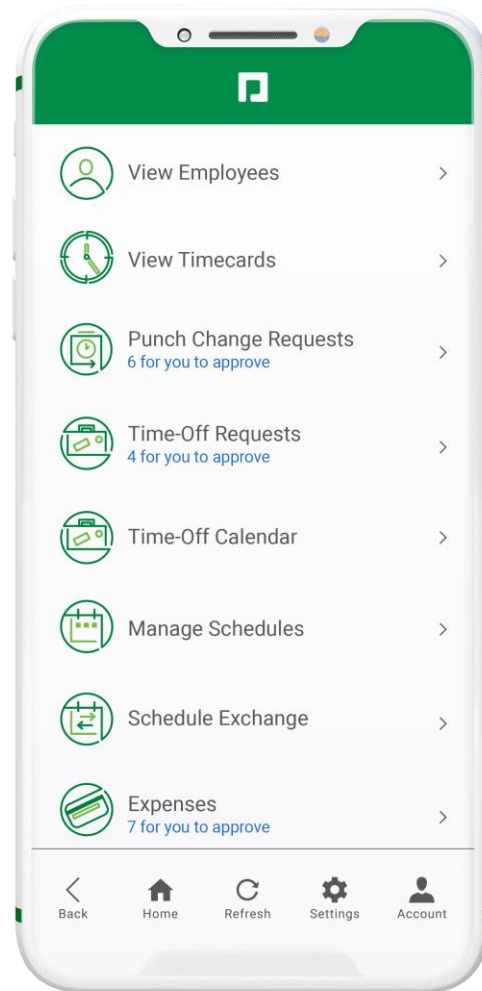


Organic – ONE App

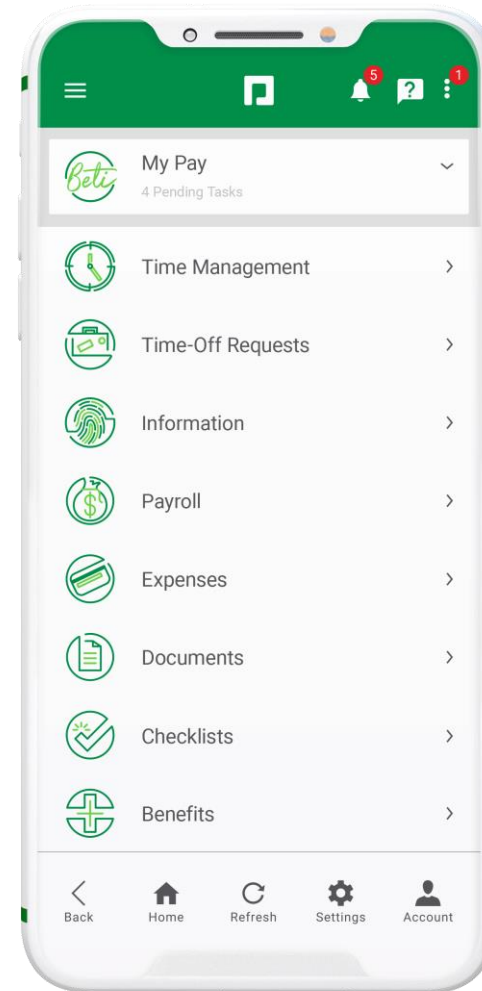
Organic

No back-end integration.
One single mobile app for managers and employees.
You can also customize the employee portal to match your company logo and colors.

Manager View



Employee View



The Team Behind the Strategy

Implementation & Sales Team



Dylan Diaz
Account Representative



Braden Duffel
Account Manager

Transition Teams

Implementation Project Managers

New Client Setup Specialist (NCS)

- » Serves as client's primary contact for payroll and general ledger throughout implementation
- » Sets up client's company information in the Paycom software
- » Assists with daily processing needs and questions

Client Relations

Long-Term Support

Dedicated Paycom Specialist

- » Serves as ongoing and primary point of contact
- » Partners with you and your team to add value to your company through the Paycom software
- » Offers best practices via industry standards and efficiency tools
- » Ensures accurate payroll processing and tax filings

Client Relations Representative (CRR)

- » Ensures optimization of the Paycom software
- » Understands and analyzes your organizational strategy, providing additional solutions to drive efficiency, increase engagement and reduce exposure

Short Video Demonstrations

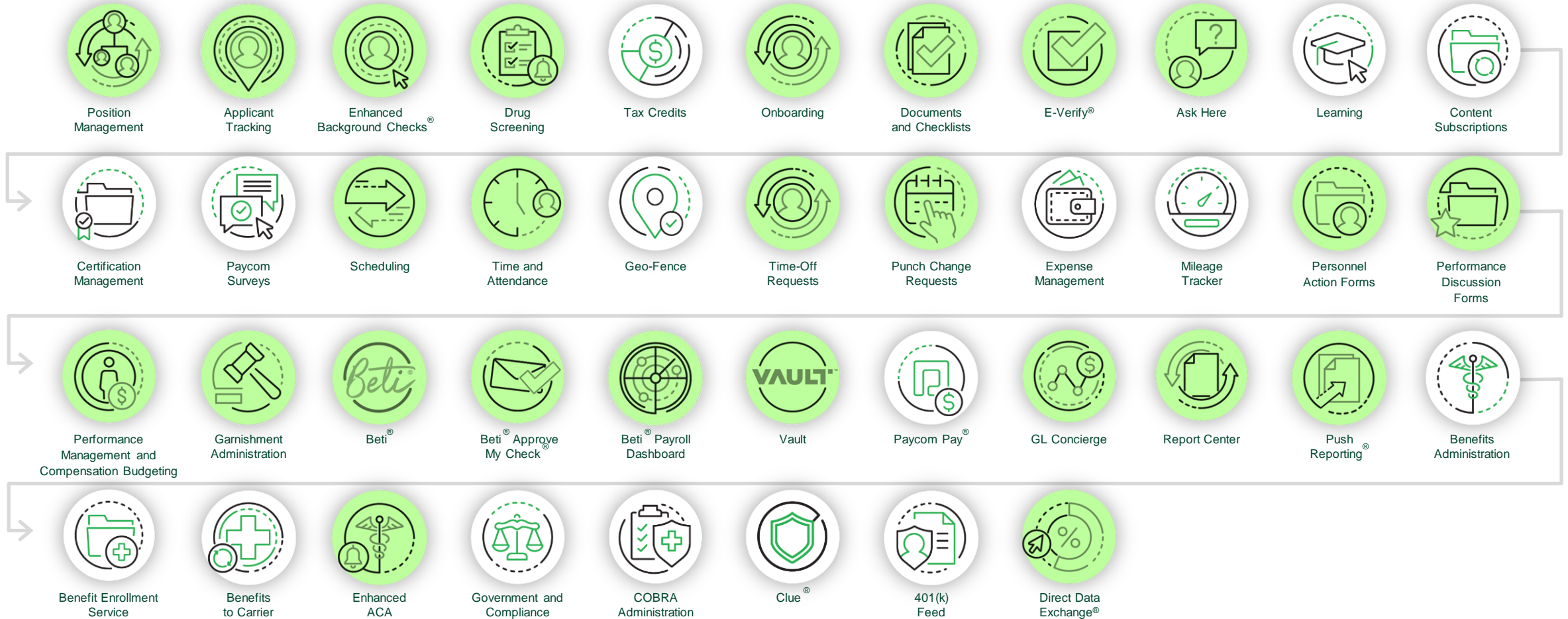
Documents and Checklists



Applicant Tracking and Onboarding

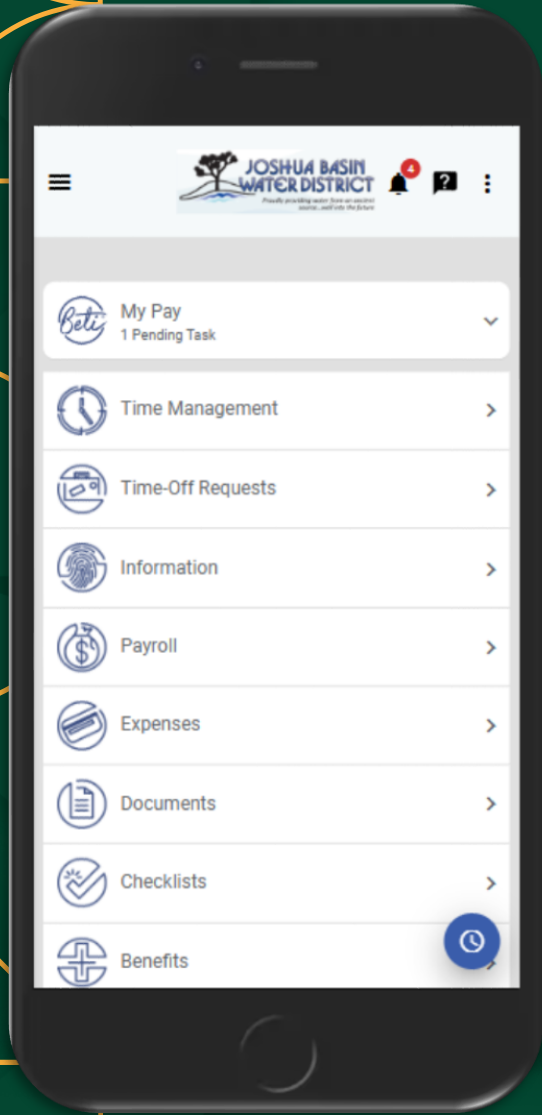


Paycom Product Selection



Pricing Summary

Company Summary					
Company Name	# of Checks/ Vouchers	Base/Per Check	Per Payroll Fee	Total Initial Investment	Annual Estimate
JOSHUA BASIN WATER DISTRICT	37	\$204.86/ \$11.00	\$611.86	\$1,590.84	\$15,908.36
Total (USD)	37		\$611.86	\$1,590.84	\$15,908.36
Frequency Summary					
Company Name	Frequency	# of Checks/ Vouchers	Per Payroll Fee	Annual Estimate	
JOSHUA BASIN WATER DISTRICT	Bi- Weekly	37	\$611.86	\$15,908.36	
Total (USD)		37	\$611.86	\$15,908.36	



Thank You!



Talent Acquisition



Time and Labor Management



Payroll



Talent Management



HR Management

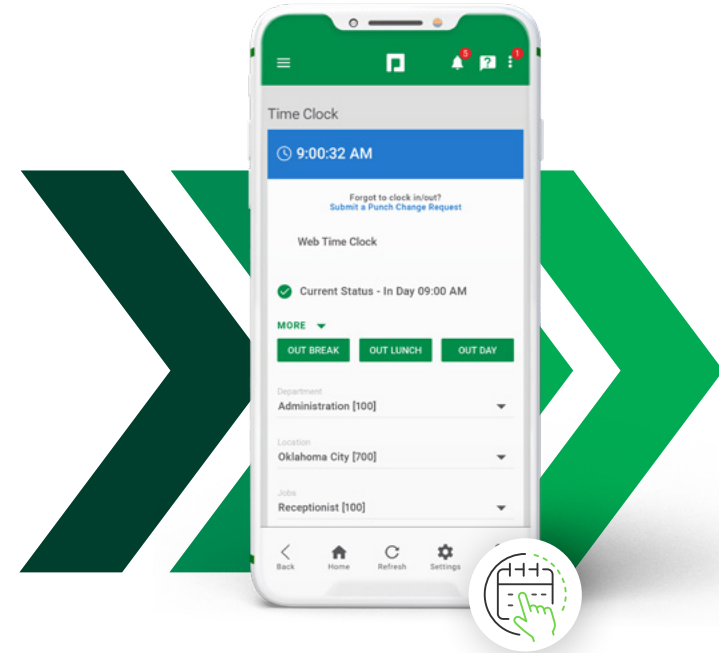
TIME AND LABOR MANAGEMENT

Help employees maintain a stellar work-life balance while keeping costs in line and protecting your labor budget from incorrect time punches. Using our Time and Labor Management tools, employees can manage their time and you can manage your labor needs.

Time and Attendance

Accurately and efficiently manages when, where and how your employees report their hours worked. You can apply customized rules and use batch editing and timecard management features to accommodate even the most complex time and attendance needs.

- » Employees can clock in and out using web-based time clocks or with biometric, badge-swipe or other types of hardware terminals in a single or multi-clock environment.
- » Geofencing and Microfence™ tools allow employees to clock in or out on their mobile device only when they're physically within a predetermined boundary.
- » Employees and managers can edit and approve time online and on the go from the Paycom mobile app.
- » Update payroll automatically with approved time data.



Time Clocks and Terminals

With our web-based time clock software, employees can:

- » clock in and out or enter hours worked through our mobile app
- » easily allocate hours to different projects, locations and other variables
- » enjoy a 24/7 automated process

Reduce loss from inaccurate punches by:

- » preventing unauthorized punches with geofencing and IP address filtering enabled
- » controlling clock in and out times so employees are paid for scheduled shifts
- » restricting punch types to help ensure correct data

continue»

See what Paycom's Time and Labor Management tools can do for *your* business.
Visit paycom.com or call 800.580.4505.





Talent Acquisition



Time and Labor Management



Payroll



Talent Management



HR Management

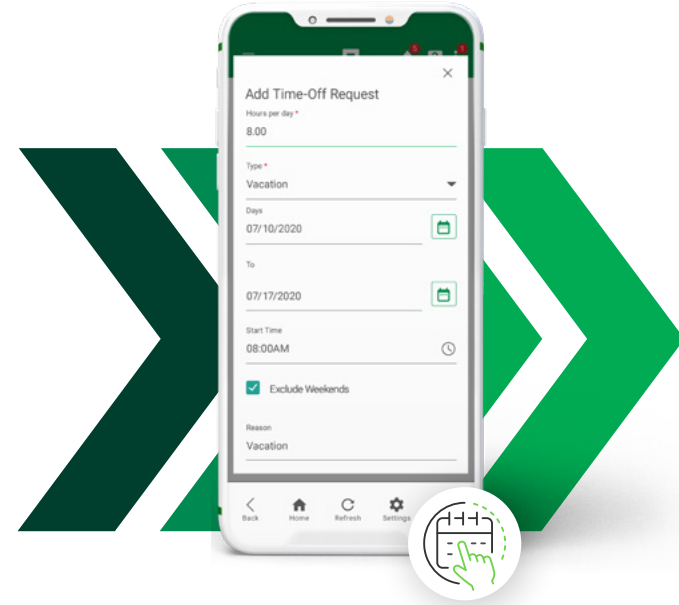
Labor Allocation

Categorize employees' time by a specific location, department, job or any other criteria with Paycom's Labor Allocation software. It ensures proper category assignment upon clock-in to help you track where and how the company's money is spent without the burden of manual calculations.

Time-Off Requests

Paycom's Time-Off Requests automates and standardizes procedures, helps you remain effectively staffed and brings greater peace of mind for employees. Managers can view an online calendar to easily monitor which team members are scheduled off and when. They can quickly view employee leave accruals and approve or deny requests.

- » Employees can view their available time off in Employee Self-Service® and easily submit time-off requests.
- » Managers are notified via email when employees request time off and can quickly approve or deny requests with or without comments.
- » Time-off calendars allow managers to see pending, approved and denied time-off requests.
- » Approved time off automatically populates on the employee's timecard.
- » Managers receive email notifications when an employee submits a request.
- » Allow employees to sync their device calendars for automatic updates of approved time off.
- » Automate time-off request decision-making based on criteria you set with GONE®, a revolutionary enhancement to Time-Off Requests.



Scheduling

Helps managers meet the operational and compliance demands involved with employee scheduling. Makes the most effective use of your workforce by reducing overstaffing to help control labor costs and by avoiding understaffing to improve service quality and avoid safety issues.

- » Use shift templates and schedule groups to create and edit schedules.
- » Set exception, rounding and deviation rules for your different pay classes.
- » Implement a point system in line with your company policies. Choose from a variety of exceptions, including Day In Early, Day In Late, Break Early, Break Late, Long Lunch, etc.
- » Empower employees to swap shifts with one another within Employee Self-Service with options for manager approval of shift-change requests.
- » Allow employees to sync their work schedules with an Outlook calendar for easy viewing.

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Talent Acquisition



Time and Labor Management



Payroll



Talent Management



HR Management

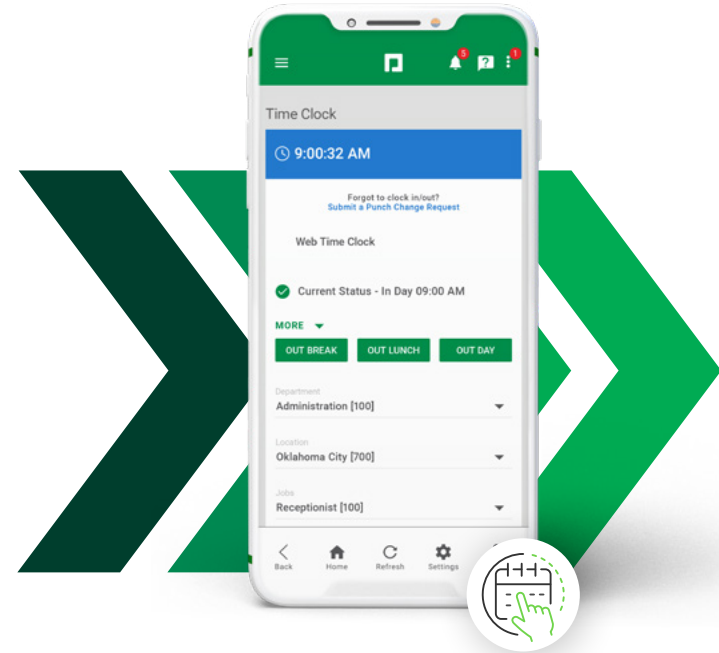
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continue»

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Talent Acquisition



Time and Labor Management



Payroll



Talent Management



HR Management

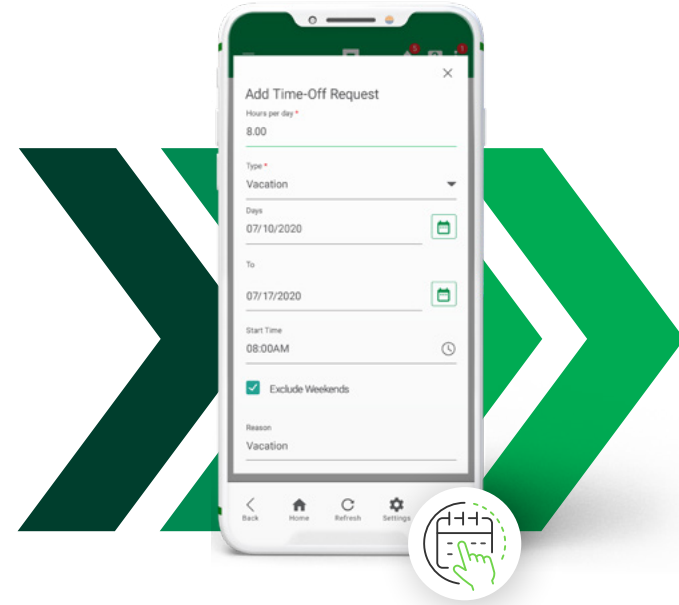
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- » Automate time-off request decision-making based on criteria you set with GONE®, a revolutionary enhancement to Time-Off Requests.



Scheduling

Helps managers meet the operational and compliance demands involved with employee scheduling. Makes the most effective use of your workforce by reducing overstaffing to help control labor costs and by avoiding understaffing to improve service quality and avoid safety issues.

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- » Implement a point system in line with your company policies. Choose from a variety of exceptions, including Day In Early, Day In Late, Break Early, Break Late, Long Lunch, etc.
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- » Allow employees to sync their work schedules with an Outlook calendar for easy viewing.

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Visit paycom.com or call 800.580.4505.





Talent Acquisition



Time and Labor Management



Payroll



Talent Management



HR Management

SCHEDULING

With Paycom's **Scheduling** tool, scheduling your team has never been easier.

By automating the processes involved in this time-consuming task, the tool helps managers easily meet operational and compliance demands while making the most effective use of your workforce.

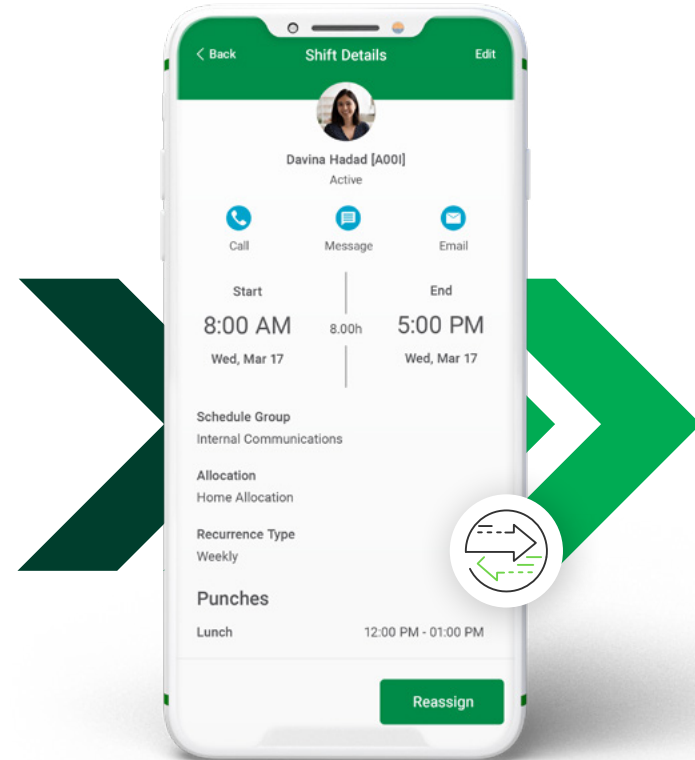
Flexible and Functional

With Scheduling, managers benefit by:

- » controlling labor costs by reducing overstaffing and paying employees based on individual schedules
- » improving service quality and safety issues by avoiding understaffing
- » providing a seamless, automated workflow with payroll and other tools within Paycom's Time and Labor Management
- » allowing employees to input their preferred schedule in Employee Self-Service®
- » viewing preferred employee schedules displayed on the scheduling dashboard to avoid conflicts
- » syncing schedules to employees' Outlook calendar for easy viewing

Create and Edit

- » templates for schedules and shifts
- » schedule groups to tie to employees
- » exception rules via a point system in line with your company policies



Powerful Insight

In accessing the dashboard or running reports, you stay ahead of the game by:

- » seeing who is working when, by department and by shifts
- » monitoring employees' scheduled versus actual punches
- » forecasting estimated labor costs

continue»

See what Paycom's Scheduling does for *your* business. Visit [Paycom.com](https://www.paycom.com) or call 800.580.4505.





Talent Acquisition



Time and Labor Management



Payroll



Talent Management



HR Management

Predictability Pay

Simplify fair workweek regulation compliance and avoid manual data entry. With a simple setup and approval process, this tool automatically applies premiums for unexpected and out-of-schedule shifts within a certain timeframe.

Schedule Management Simplified

With a customizable calendar, the Scheduling feature allows managers to simply drag, drop and double-click in order to:

- » allocate shifts on a day-to-day basis
- » batch-assign shifts to multiple employees
- » get an instant, big-picture view of employee availability

No more bulletin boards, text threads or email chains.

Paycom makes it easy for managers and employees alike to access the latest schedule-related information. They can also take advantage of convenient communication channels to create a win-win schedule for everyone involved.

Assigned shifts automatically display on time cards and within Employee Self-Service, where co-workers can swap shifts with one another or issue requests for a shift to be picked up.

Email notifications will be sent automatically to supervisors and employees upon:

- » request of a shift exchange
- » approval or denial of a shift exchange
- » creation of a schedule

Because our system is cloud-based, managers and employees enjoy anywhere, anytime access to their schedules. Managers also have the ability to view and approve time-off requests using Paycom's Manager on-the-Go®.

See what Paycom's Scheduling does for *your* business. Visit [Paycom.com](https://www.paycom.com) or call 800.580.4505.





Payroll and Human Capital Management Services Agreement

This Payroll and Human Capital Management Services Agreement (“PHCMSA”), effective as of the date of Client’s signature below (“Effective Date”), is by and between Paycom Payroll, LLC, a Delaware limited liability company whose corporate headquarters is located at 7501 W. Memorial Road, Oklahoma City, OK 73142, United States of America, and its applicable affiliates (hereinafter “Paycom”) and the undersigned Client (hereinafter “Client”).

Paycom and Client agree that this PHCMSA, the General Terms and Conditions (www.paycom.com/agreements), as may be amended from time to time as provided for therein (the “GTC”), and all of the applicable service component Schedules (www.paycom.com/agreements) (“Schedules”) shall apply to all services provided by Paycom to Client except for certain standalone services governed by separate agreements. In the event Client and Paycom have signed a custom GTC that is different than the one provided at www.paycom.com/agreements, then the signed GTC shall control. The GTC and the applicable Schedules are incorporated by reference herein as if fully set forth herein. All of Paycom’s services provided to Client, but excluding the background screening services, shall be and are collectively referred to as the “Services.” This PHCMSA, the GTC and the applicable service component Schedules shall be and are collectively referred to as the “Agreement.”

Subject to the terms and conditions of the Agreement, Paycom agrees to perform and Client hereby engages and hires Paycom to perform on Client’s behalf each of the Services indicated on proposal(s) acknowledged by Client and as more specifically described in this Agreement.

Subject to the terms and conditions of this Agreement, Paycom shall make available to Client each service component of the Services promptly after Client provides Paycom with the information and documents that Paycom requires to begin performing the subject Services.

Paycom’s Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in this Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom’s reliance upon Client’s instructions or incorrect or incomplete information, designations, elections, or instructions provided by Client.

Notwithstanding anything to the contrary in this Agreement, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client’s employees.

LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUT EXCEPT AS TO THOSE MATTERS PROVIDED FOR IN SECTIONS 12 AND/OR 24 OF THE GENERAL TERMS AND CONDITIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO LOST ANTICIPATED SAVINGS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT AS LIMITED FURTHER BY THE AGREEMENT AND EXCEPT FOR THE ITEMS DESCRIBED IN SECTIONS 24.1 THROUGH 24.8 OF THE GENERAL TERMS AND CONDITIONS, THE AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER FOR ANY OR ALL LOSSES OR INJURIES FROM ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT OR FROM ANY SERIES OF BREACHES ARISING OUT OF THE SAME ERROR, ACT, INCIDENT, OR OMISSION, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL UNDER NO CIRCUMSTANCES EXCEED AND SHALL BE LIMITED TO AN AMOUNT EQUAL TO TWENTY-FOUR TIMES THE AVERAGE MONTHLY FEES PAID BY CLIENT TO PAYCOM UNDER THIS AGREEMENT FOR THE SERVICE COMPONENT(S) WHICH IS/ARE THE SUBJECT OF THE ALLEGED BREACH.

The Agreement will begin on the Effective Date and continue for one (1) year after the date Client processes its first payroll with Paycom (“Initial Term”). However, if Client or any of Client’s affiliated client code entities has an already effective agreement or agreements with Paycom (“Existing Agreement(s)”), the Initial Term of this Agreement shall match and run concurrently with the longest term of the Existing Agreement, including any addendum. After the Initial Term, any renewal period shall equal the length of the Initial Term (“Renewal Term”). After the Initial Term or any Renewal Term, the Agreement shall automatically renew for a Renewal Term unless either Party terminates the Agreement with written or electronic notice at least ninety (90) days prior to expiration of the Initial Term or Renewal Term. The Initial Term and Renewal Term, if any, together shall be considered the term (“Term”).

In the event Client terminates or ceases to exclusively use Paycom’s Services for any reason during the Term - or - in the event Paycom terminates Client as a result of Client’s material breach of its obligations under the Agreement during the Term, then Client shall be liable for and shall pay Paycom an early termination fee, computed as follows:

The average monthly Paycom fee amount assessed against Client (by averaging all Paycom monthly fees and charges assessed against Client throughout the most recent prior six (6) full calendar months of Client’s use of Paycom’s Services as its exclusive provider); multiplied by the number of months remaining in the Term. In the event Client does not initially use Paycom’s Services for six full months, then the average monthly Paycom fee shall be computed based upon the estimated average monthly fee calculated on the proposal(s) signed by Client. In the event Client does not process a first payroll with Paycom, the termination fee will be equal to the average monthly fee calculated on the proposal(s) signed by Client multiplied by 12.

Paycom’s right to recover an early termination fee shall be in addition to any other rights Paycom may have against Client under any other applicable agreement (including Paycom’s right to recover any unpaid fees or charges for Services rendered). The Parties agree that Paycom’s pricing to Client was based upon a multi-month commitment and that the early termination fee constitutes the Parties good faith liquidated estimate of Paycom’s actual damages in the event of early termination and is not intended as any sort of penalty.

Client shall not be liable for an early termination fee, as described above, in the event Client ceases to use Paycom’s services as a result of a material breach by Paycom of Paycom’s obligations under the Agreement that remains uncured within a reasonable time after Client provides Paycom with written notice of Paycom’s alleged breach and a reasonable opportunity to cure.

Business tax identification number (FEIN in USA): _____

All issues and questions concerning the construction, validity, enforcement, performance and interpretation of the Agreement, the parties' business dealings now or hereafter, and the parties' corresponding, contemporaneous and/or subsequent agreements shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, United States of America. Any claim arising out of or related to this Agreement, including without limitation claims related to the Parties' negotiations and inducements to enter into this Agreement, shall be submitted to mandatory, binding arbitration under the auspices of the American Arbitration Association (the "ADR Association"), in a mutually agreeable location, with the parties sharing equally the costs of arbitration. Arbitration will proceed according to the commercial rules of the ADR Association. This section does not limit either Party's right to provisional or ancillary remedies from a court of competent jurisdiction before, during, or after the pendency of any arbitration, and the exercise of any such remedy does not waive either Party's right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction.

The PHCMSA, GTC and any applicable Schedule are intended to contain supplemental and complementary terms and conditions. In the event of a direct conflict between the terms of the PHCMSA, the GTC and any Schedule such conflict shall be resolved in the following order, from highest priority to lowest priority: (1) PHCMSA; (2) GTC; and (3) the applicable Schedule. Notwithstanding the foregoing sentence, any terms in such Schedule that are specific to the service provided in the Schedule, as distinguished from general contract terms, shall control over (1) and (2).

Client and the undersigned individual each represent that the signatory to this Agreement is authorized to enter into such agreement on behalf of Client. By signing below, Client agrees that it has (1) received the Agreement, (2) had an opportunity to read the Agreement and (3) agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, Paycom and Client have executed this Agreement as of the Effective Date.

AGREED AND ACCEPTED BY CLIENT:

PAYCOM PAYROLL, LLC d/b/a PAYCOM, for itself and its applicable affiliates:

Joshua Basin Water District
COMPANY LEGAL NAME

AUTHORIZED SIGNATURE

TYPE OR PRINT NAME TITLE

TYPE OR PRINT NAME

AUTHORIZED SIGNATURE Date

Reporting Agent
TITLE

Business tax identification number (FEIN in USA): _____



General Terms and Conditions

Capitalized words in these general terms and conditions (the “General Terms and Conditions”) that are not otherwise defined herein shall have the same meaning given in the PHCMSA. Paycom and the Client agree as follows with respect to the Services. Paycom and Client are referred to herein collectively as the “Parties” and each individually as a “Party.”

1. Paycom’s Obligations. Paycom shall perform the Services in accordance with the Agreement.

2. Paycom Representations and Warranties. Paycom represents and warrants to Client that:

2.1. Paycom shall, upon written request, provide Client with a copy of its most recent Service Organization Control 1 Report for Description of Paycom Software, Inc.’s Payroll Processing System and Service Organization Control 2 Report for Description of Paycom Software, Inc.’s Payroll Processing System (the “SOC Reports”). Paycom shall maintain controls on its payroll processing systems at a similar level to continue to achieve the control objectives described in the SOC Reports and it shall make any such future reports or similar industry audit reports available to Client upon Client’s request.

2.2. Paycom currently maintains certification for ISO 27001:2013 which governs its physical and technical security controls. Paycom shall maintain controls on its physical and technical security systems at a similar level to continue to achieve the control objectives of ISO 27001:2013.

2.3. Except as otherwise expressly stated herein, Paycom makes no other representations and warranties.

3. As Is, Disclaimers. THE SERVICES PROVIDED BY PAYCOM PURSUANT TO THE AGREEMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS EXPRESSLY STATED HEREIN, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PAYCOM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

4. Paycom’s Intellectual Property; Use of Trademarks and Trade Names. Paycom grants Client, and its subsidiaries and affiliates approved by Paycom, a non-exclusive, non-transferable license, exercisable solely during the Term of the Agreement, to use applicable Paycom technology, including the computer software programs made accessible to Client by Paycom in connection with the Services, manuals, training materials and any other technology provided by Paycom to Client in connection with the provision of the Services (collectively, the “Paycom Technology”) solely for the purpose of accessing and using the Services. Client shall have no right to use the Paycom

Technology for any purpose other than accessing and using the Services. Except for the rights expressly granted above, the Agreement does not transfer from Paycom to Client any rights to the Paycom Technology (or Paycom’s licensor’s technology), and all right, title and ownership interest in and to any Paycom Technology shall remain solely with Paycom. Client shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or any other intellectual property and/or proprietary information from any of the Paycom Technology. Client acknowledges and agrees that Paycom’s trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks, and slogans are the sole and exclusive property of Paycom. Client is not authorized to and shall not use, nor shall Client in any manner cause others to use, any of Paycom’s trademarks, tradenames, service marks, logos, other names and/or marks, and/or related product and service names, design marks, and/or slogans in any advertising, any publicity, any forum, any social media, or in any other manner, without the prior written consent of Paycom.

Unless prohibited by law or regulation, Client agrees that neither Client nor its then-current representatives (managers, board of directors or other similar personnel) shall make any false or misleading public statements or cause or encourage others to make, or allow to remain available for viewing, any false or misleading public statement regarding Paycom, its business practices, its officers, its directors, its products, its Services, and/or its employees. Client acknowledges and agrees that this prohibition extends to false or misleading statements made to the public generally and/or any grouping of individuals, including but not limited to, the news media, the internet, social media platforms, investors, potential investors, industry associations, industry conferences, industry publications, and/or seminars. Client understands and agrees that this Section is a material provision of this Agreement and that any breach of this Section shall be a material breach of this Agreement, and that Paycom would be irreparably harmed by violation of this Section. The prohibition on non-private statements contained herein does not apply to internal communications entirely among Client’s own personnel relating to Paycom, Paycom’s products, Paycom’s Services or Client’s experiences with Paycom’s personnel, products or Services.

5. Paycom’s Indemnity Obligation. Subject to the terms and conditions of the Agreement, including the limitations of liability, monetary caps, and exclusion of certain types of damages provided for herein, Paycom shall indemnify and hold Client and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys’ fees) brought by any third party and arising out of or related to Paycom’s or Paycom’s employees’ gross negligence or willful misconduct.

6. Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions. Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in the Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information provided by Client or if applicable, a third party providing information regarding Client.

Paycom may, in its sole discretion, assist Client with any notices it receives from any Federal, State or Local governmental and/or quasi-governmental authorities (collectively "Taxing Authorities"). Client agrees Paycom may, on Client's behalf, submit a request to the Taxing Authorities for abatement of any such notice, which may include a request to use Client's first time penalty abatement. In the event there is an erroneous payroll tax return filing that was erroneous due to the sole fault of Paycom, then, during the Term of this Agreement, Paycom shall assist Client, at no further cost or expense to Client, with amending or refiling the erroneous tax filing with Taxing Authorities. For amendments and refilings made by Paycom on Client's behalf, Paycom shall pay any penalties and/or interest to any Taxing Authorities as a result of untimely or incorrect payroll tax filings but only to the extent the penalties and interest were solely caused by Paycom. Notwithstanding anything to the contrary herein, Paycom shall not be required to amend or refile any payroll tax return or payroll tax filing on behalf of Client in the event Client ceases its use of Paycom's payroll processing Services or appoints another service provider as its taxing-authority power of attorney. In such an instance, any amendment or refiled payroll tax returns or adjustments shall be handled by Client or Client's new provider at Client's expense. Paycom is not responsible for settling any disputes between Client and Client's employees, or Client and any Taxing Authorities, or Client and any other regulatory bodies. Notwithstanding anything to the contrary herein, unless such liability was caused entirely by the fault of Paycom, Paycom is not responsible to Client for any claims asserted by Client's employees against Client that relate to any duty or obligation an employer may owe to an employee.

In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's IRS 1095-B, 1095-C, 1094-B, and 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client agrees that Paycom shall not be responsible for any liabilities arising as a result of Paycom's acts or omissions in furtherance of those instructions, including but not limited to any IRS penalties associated with, to the extent Client is required to do so, Client's failure to file IRS 1095-B, 1095-C, 1094-B, and

1094-C. In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's IRS 1095-B, 1095-C, 1094-B, and 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client hereby releases Paycom from any and all claims, causes of action or demands, whether sounding in contract or tort, arising out of Paycom's or Client's failure to file IRS 1095-B, 1095-C, 1094-B, and 1094-C forms, including without limitation, any penalties or interest resulting therefrom.

In instances when Client provides instructions to Paycom, Client shall provide specific and particular instructions with regards to each applicable Service component. Generalized statements by Client to Paycom without explicit particularized instructions or particularized direction shall not constitute valid 'instructions' pursuant to this Agreement. To the extent the Paycom Technology does not have the functionality to accommodate or address Client's instruction or issue, Paycom's exclusive obligation to the Client shall be to inform the Client that such functionality is not currently available with the Paycom Technology.

Notwithstanding anything to the contrary in this Agreement, the following shall not constitute Paycom's negligence, breach, or wrongdoing, whether independently or alleged as a contributing or concurrent cause: (a) Paycom's failure to detect or failure to prevent any fraud of Client's employees or agents; (b) Paycom's reliance on data provided by Client to Paycom that contains inaccuracies or errors; and/or (c) Paycom's acts or omissions in furtherance of Client's instructions.

7. Client's Registration Obligations. Client is solely responsible for being properly registered with all applicable Taxing Authorities and for obtaining and maintaining valid tax identification numbers and/or account numbers with applicable Taxing Authorities. Client shall timely provide Paycom with all account numbers issued by Taxing Authorities to Client, whether active or inactive. If Client is not properly registered with the appropriate taxing authorities, Paycom shall register them through Paycom's tax registration services for an additional fee.

8. Term and Termination. Unless otherwise specifically agreed upon in a signed written agreement, the Agreement shall continue in full force and effect during the Term. Notwithstanding, Paycom shall have the right to immediately terminate the Agreement in the event: (i) Client materially breaches its obligations to Paycom; (ii) Client fails to pay or remit any sums or fees related to the Services within two (2) business days after the due date of any sums or fees; (iii) Client discontinues its use of Paycom's payroll processing services for one or more pay periods; (iv) Client asserts, files or threatens any bankruptcy or Client asserts, files or threatens adverse action against Paycom; (v) Client engages with the Services in an unreasonable manner; (vi) Client fails to timely remit to Paycom the funds required to perform the Services more than one time in

any twelve-month period; (vii) any one of Client's affiliated client code entities is in default of its obligations to Paycom; (viii) a secured creditor of Client, governmental authority, or judgment creditor of Client asserts a claim of right to Client's funds; (ix) Client's failure to comply with NACHA rules, as set forth in Section 9 herein; or (x) Paycom's depository or financial institutions notify Paycom that Paycom may no longer service the Client due to Client's creditworthiness, Client's business reputation or the nature of Client's business activities.

Notwithstanding anything to the contrary in this Agreement, upon termination of the Agreement in whole or in part (and after expiration of any applicable notice periods), Paycom shall have no further obligation whatsoever to perform any of the obligations set forth in the Agreement, or, to the extent such termination was partial, Paycom shall have no further obligation to perform the obligations of the applicable service component that has been terminated, including but not limited to any obligation to perform any act on Client's behalf with respect to governmental authorities or payroll tax filings, whether relating to future time periods, current time periods, or prior time periods. Further, upon termination of Services relating to payroll processing, Client will immediately become responsible for all payroll tax deposits and payroll tax filings (including amendments and refilings) then and thereafter due and for all related penalties and interest, and whereupon Paycom shall promptly return to Client any excess monies in Paycom's possession (if any) that are not reasonably subject to potential reversal, return, setoff or recoupment. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired.

During any time period in which Client is in default of its obligations to Paycom, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, pending Client's compliance with the Agreement or pending termination of the Agreement.

Client shall be required to pay an additional fee for any post termination access to the Website Account.

During any time period in which a demand is made upon Paycom by Client's lender(s), Client's judgment creditor(s), a secured party of Client, or Client's financial institution(s) seeking turnover of any of Client's funds, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, and may additionally require any or all of the following actions: (i) a written waiver and/or release from such persons relating to it's/their demands (and, if applicable, confirmation that such release has been submitted to the appropriate persons

or recording systems), (ii) the termination of this Agreement, or (iii) the interpleader of disputed funds into escrow.

In the event Client terminates its payroll processing Services with Paycom or does not exclusively utilize Paycom for payroll processing Services, then all Services performed by Paycom shall be terminable at Paycom's option. Further, Client's use of Beti®, including check approvals, is a required component of payroll processing Services. Accordingly, Client's failure to utilize Beti® shall be deemed a termination of payroll processing Services by Client.

9. NACHA Compliance; Fedwire Requests. The Services provided by Paycom may be subject to the operating rules of the National Automated Clearinghouse Association ("NACHA"). Paycom and Client each agree to comply with the NACHA rules applicable to it with respect to the Services. Information pertaining to NACHA rules and guidelines can be found at www.nacha.org. Pursuant to the NACHA Rules, Client agrees and authorizes the following (terms not otherwise defined in this paragraph shall have the meaning given in the NACHA operating rules): (1) for Paycom to originate entries on behalf of the Client to Receivers' accounts; (2) to be bound by NACHA rules; (3) to not originate any entries or transactions that violate the laws of the United States; (4) to allow Paycom to originate entries or transactions related to payroll amounts, tax liabilities, human capital management service fees, charges, and other fees and charges related to the Services (collectively "Services' Amounts"); (5) the right of Paycom to terminate or suspend this Agreement for breach of these rules; and (6) to allow Paycom to audit Client's compliance with this Agreement and these rules. Client hereby authorizes Client's banks and Paycom's banks (collectively, "Bank Representatives") to transfer funds from Client's account at Client's bank to the accounts of Paycom for Services' Amounts. Client represents and warrants that this authorization has been duly approved by its Board of Directors, Members, Managers or other governing persons and continues in full force and effect. The Bank Representatives may issue payment orders in the name of the Client against the accounts of Client's bank, subject to Client's bank's acceptance. Payment orders issued on behalf of Client pursuant to this Agreement may be issued by Fedwire Request for Credit Transfer (1031) or electronic entries in accordance with the rules of NACHA, on the days and times and in the formats prescribed by Client's Bank. Client's bank shall debit Client's account for the amount of each payment order issued pursuant to this Agreement on the date such order is executed by Client's bank. Client's instructions to Paycom and Client's use of Paycom's Services shall not violate the NACHA rules or the laws of the United States. Neither Paycom nor any Originating Bank shall be liable to Client for any damages arising from any decision to refrain from or delay originating debit/credit entries with respect to Services' Amounts: (1) due to Client's creditworthiness or Client's business activities; (2) after reasonable efforts to verify

such entries have failed; or (3) because Paycom has not timely received funds from Client.

10. No Professional Advice. Notwithstanding anything to the contrary herein, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees. The federal government, tribal governments, state governments or localities each may impose specific obligations pertaining to employee wage requirements, employee wage statements, overtime computation parameters, meal credit parameters, industry requirements, paystubs, employer-employee disclosures or other matters; and it remains Client's exclusive obligation to comply with applicable laws, rules, and regulations pertaining to Client and/or its employees. Additionally, Client shall adopt its own effective internal controls concerning its payroll. The Services should not, will not, and cannot be relied upon to detect or disclose errors, fraud or illegal acts of Client or Client's employees, subcontractors, or agents. Paycom is not and shall not act as an agent of Client for receipt of service of legal process. Paycom shall have no obligation to accept, receive or forward Client's legal process, including summons, subpoenas, complaints, injunctions, or other legal process. Upon Paycom's request, Client shall reimburse Paycom for any reasonable expenses resulting from Paycom responding to any subpoenas, including but not limited to responses to subpoenas that occur after the termination of this Agreement.

11. Required Manner of Notices From Client. Paycom maintains a secure website ("Website Account") through which Client may access information and through which Client shall request transactions electronically. Client's use of the Website Account is required. Except as may otherwise be expressly permitted in a Schedule, all notices required to be provided to Paycom shall be made in specific accordance with these General Terms and Conditions and/or through data entry on the Website Account, including but not limited to Client's data entry of payrolls, new employees, contact information for employees, employee classification, overtime computation parameters, and all other information permitted to be entered through the Website Account. Paycom shall not be required to rely upon or use any information provided by the Client to Paycom unless the information has been provided to Paycom in the manner expressly provided for herein.

12. Client's Indemnity Obligation. Notwithstanding anything to the contrary herein, Client understands that all Services rendered by Paycom are based upon the information furnished by the Client. Client shall indemnify, defend, and hold Paycom and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to the following or any combination of the following: (i) Client's breach of any obligation, representation, or warranty under the Agreement; (ii) Client's

actual or alleged violation of any applicable local, state, or federal law, rule, or regulation; (iii) any failure on the Client's part to fund any payment obligation of Client; (iv) any debit or reversal of funds transfers to or from Client's employees or others that results in a Paycom funds shortfall with respect to Client's account with Paycom; (v) any breach of Client's Security Information (as defined in Section 16); (vi) Client's negligence or willful misconduct; (vii) Paycom's acts or omissions in furtherance of Client's instructions; (viii) the use of inaccurate information provided by the Client; and (ix) any issue concerning Paycom's provision of the Data Services (as defined in Section 19), including, without limitation: 1) that any person or Client (including its officers, employees, personnel, any entity related to or performing services on behalf of Client, or any Client contractor) was permitted unauthorized access to Client's data; 2) that any confidential information transmitted was lost, disclosed, or breached; 3) that any confidential information of others was disclosed to unauthorized persons; or 4) that Client's or third parties' protocols failed to comply with applicable local, state, or federal law, rule, or regulation.

13. Client Representations and Warranties.

13.1. Client represents and warrants that:

(i) Client shall not use the Services for any illegal purpose, such as but not limited to, terrorism or money laundering, or otherwise cause a transaction that will require the filing of a Suspicious Activity Report pursuant to the rules and regulations issued by the Financial Crimes Enforcement Network.

(ii) Client, including any of its beneficial owners or any applicable affiliated entities, does not and shall not appear on any terrorism watch list, OFAC list, or similar list maintained by the U.S. Government.

(iii) Client, including any of its beneficial owners or any applicable affiliated entities, is not involved in a business or industry that violates federal law, including, but not limited to the Controlled Substances Act, the Bank Secrecy Act, and The Anti-Money Laundering Act of 2020.

(iv) Client shall comply with all applicable laws, rules, and regulations, and shall not violate the laws of the United States.

(v) Client is solely responsible, with regard to any transfer of personal information to Paycom, for the legality and the means by which Paycom accessed or acquired such personal information, including when required by applicable law, rule, or regulation, obtaining consent for the collection, transfer and/or use of such information.

(vi) Client shall not upload any documents, information, or materials that are not related to any Paycom computer system, to the Paycom Technology through the Website Account, to or through the Data Services (as defined in Section 19), or in any other manner.

(vii) Client's use of the Services is for a commercial purpose and specifically not for any personal, family, or household purpose.

(viii) Client shall not transmit individual health information to Paycom. Notwithstanding anything to the contrary herein, the Agreement does not anticipate transmittal of or otherwise apply to individual health information that is protected under any privacy and/or security regulations implemented by the Department of Health and Human Services pursuant to its authority under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), or the like.

(ix) Client shall implement reasonable technical and organizational measures to protect Client's data and Paycom's system against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access.

(x) Client shall immediately notify Paycom if it or its affiliates have filed bankruptcy or if a bankruptcy filing is imminent.

13.2. Client further represents and warrants Client shall not store or publish through the Services any material, or otherwise engage in any conduct, that:

(i) violates, infringes, or misappropriates the rights of others, including without limitation, any patent, trademark, trade secret, copyright, publicity right, or other proprietary rights;

(ii) involves uploading, posting, emailing, transmitting, or otherwise making available Client data that Client does not have the right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements, etc.);

(iii) is unlawful, threatening, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, or obscene;

(iv) victimizes, harasses, "stalks", degrades, attacks, or intimidates an individual or group of individuals on any basis, including but not limited to race, color, religion, gender, age, national origin, disability, gender identify or expression, sexual orientation, and veteran or marital status;

(v) harms or exploits minors in any way;

(vi) impersonates any person, business, or entity (including but not limited to a Paycom official), or in any way falsely states or misrepresents Client's affiliation with a person or entity;

(vii) involves forging headers or otherwise manipulating identifiers in order to disguise the origin of any Client data transmitted or shared through the Services;

(viii) contains viruses or any other computer code, file, or program that interrupts, impairs, destroys, or limits the functionality of any computer software or hardware or

telecommunications equipment, or otherwise permits the unauthorized use of a computer or computer network;

(ix) disrupts other clients' use of the Website Account;

(x) instigates or encourages others to commit illegal activities, cause injury to any person, or cause damage to any property;

(xi) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; or

(xii) violates this Agreement or any other terms of use, rules, or policies applicable to the Services.

14. Fees and Charges. In consideration for the Services provided to Client, Paycom shall charge Client and Client agrees to pay Paycom's fees and charges. Paycom's fees and charges shall be consistent with the final written pricing proposal and other written or electronic notices provided to Client. Unless prohibited by law, Paycom's pricing structure and pricing to Client is confidential and shall be treated by Client as confidential, and not shared with third parties. Paycom's 'fees' include the rates, quantities and sums Paycom directly requires of Client for Paycom's provision of the Services to Client. Paycom's 'charges' include delivery costs, third party costs, banking fees, and other sums due from Client that are related to and incident to the Services. Client agrees to pay, at regular intervals, Paycom's applicable fees and charges for the Services. In the event Client chooses to group its billing together with affiliated client code entities (together, a "Multiple Client Code"), Client and each of Client's affiliated client code entities of the Multiple Client Code will be billed for all products available to the Multiple Client Code. Client and/or Client's affiliated client code entities may be charged an additional fee if any such entity utilizes the Website Account for employees that are not paid on regularly scheduled payrolls processed via the Website Account. Paycom's pricing may be amended during the Term upon prior written or electronic notice to the Client. As additional consideration for Paycom's provision of Services to Client, Client assigns to Paycom or Paycom's financial institutions or depositories any benefits derived on the funds maintained in Paycom's client accounts (i.e. any interest or investment income on funds deposited into and held in Paycom's accounts). All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees and charges outlined in the proposal. Applicable taxes may vary by jurisdiction.

15. Payment. To facilitate the payment of the fees, charges, or other amounts due or payable to Paycom under the Agreement, Client will provide Paycom with access to a Client bank account and will notify Paycom of the demand deposit account number and transit routing number for the account. Client irrevocably consents to Paycom's use of Paycom's Client account information and Website Account access for purposes of electronically drawing funds from Client's bank account in accordance with Client's obligations set forth in the Agreement. Client hereby

authorizes Paycom to process wires, drawdown wires, and/or ACH debits or credits in connection with the monies (including Paycom's compensation and fees, as well as other charges) applicable to the Agreement. Paycom's fees and charges for any and all Services provided by Paycom may be debited and/or charged at various intervals, including intervals consistent with and together with Paycom's payroll processing for Client.

16. Access Restrictions. Maintaining the confidentiality of Client's client code, user name, password, access keys, and/or other account access information (collectively "Security Information") is the sole responsibility of Client. A person with knowledge of Client's Security Information will be able to access Client's account and initiate transactions and funds transfers on behalf of Client. If an unauthorized person obtains access to Client's Security Information and initiates transactions, Paycom cannot protect Client from the result of any such transactions. Client agrees that Paycom may fully rely upon any and all instructions and directions provided using the Client's Security Information. Client agrees:

16.1. Client will not disclose its Security Information to anyone not authorized to request transactions on Client's behalf;

16.2. Client will undertake its own commercially reasonable security measures to prevent the disclosure and/or unauthorized use of its Security Information;

16.3. Client shall, at regular intervals, follow the procedures within the Website Account interface to update and/or revise its Security Information;

16.4. Client may modify its Security Information as many times as Client deems appropriate. If Client suspects that someone has access to Client's Security Information, Client shall immediately make revisions to its Security Information; immediately review all recent and pending transactions, and immediately notify Paycom of its suspicions concerning a potential breach of Client's Security Information.

16.5. Neither Paycom, nor its agents or affiliates shall be liable for any loss, claim, or circumstance in connection with instructions given by Client or anyone else using Client's Security Information. Paycom shall have the absolute right to rely upon all instructions given to Paycom using Client's Security Information.

17. Security Features. Paycom employs various security features to enhance security and limit access to the Website Account. Client is responsible for adopting its own effective internal controls concerning its payroll, funds, security, and use of the Website Account. Paycom's Services should not be relied upon to detect or disclose errors, fraud, or illegal acts of Client's employees or third parties, however Paycom's security features may assist Client in mitigating its risks concerning such matters. To the extent Client elects to disable or discontinue the use of certain security features offered by Paycom (including email

notifications, IP address verification, masking informational fields, or other features), Client assumes full responsibility arising out of Client's non-use or disabling of any such security feature(s). To the extent Client directly accesses Paycom-owned databases through technologies, such as enterprise data warehouse, Client is fully liable for any and all unauthorized access or disclosures relating to Client's use of such access methods to Paycom's system. Paycom disclaims any and all responsibility arising from Client's disabling or non-use of any Paycom security feature. Client does hereby release and forever discharge Paycom from any and all demands, claims, and liabilities of whatever kind or nature, either in law or equity, whether known or unknown, which arise or may hereafter arise from Client's disabling or non-use of any Paycom security feature. Client has the option of reactivating any disabled feature at any time.

18. Internet Access. The Website Account will be accessible from the internet. Client shall be responsible for accessing the internet to utilize the Services and access the Website Account. Paycom does not warrant and shall not be responsible for the cost and maintenance of any telephone, cable internet provider, cellular network, wireless local area network, wireless tower, application distribution system, or other communication circuits required for dutiful transmission and system access. In addition, Client is solely responsible for determining whether or not Client is required to reimburse its employees for their employees' use of their own devices to access the Website Account and Services. Data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of Paycom and are maintained by the applicable communications companies. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach Paycom's facilities or equipment. Paycom is not responsible for or in control of the continued operations or functioning of these communication circuits nor the reliability of the data files being received over them. Client shall not hold Paycom responsible in any way for any losses of any kind whatsoever resulting from the failure of any communication circuits or internet service provider to fully and properly perform, whether the failure of the communications are caused by any provider, whether Client's provider, Paycom's provider, Client's user's providers, Client's employee-user's providers, or any other provider. In the event of interruption of access to the Website Account, Paycom's sole obligation and liability shall be to restore access to the Website Account as soon as reasonably possible. Paycom makes no other warranties, express or implied, with respect to the subject Services or the Website Account and/or the availability of the Website Account.

19. Data Services. As a part of providing Paycom's application program interface ("API"), secure file transfer protocol ("SFTP"), electronic data interchange ("EDI"), or Custom File Converter services (collectively, "Data Services"), Paycom may

generate, create, and/or facilitate the creation of certain reports; allow access by Client and/or third parties to certain Website Account and third party data feeds; create or connect Client and/or third party data feeds to the Website Account; create data feed protocols to convert and facilitate the communication of data between Client's and/or third parties' systems and the Website Account; setup and automate scheduled data feed imports and transmissions; and import and transmit data. Certain Data Services (for example, API services and SFTP services) may require the use of an access key to gain access to Client data. These access keys are the sole property of Paycom and may be revoked at Paycom's discretion without notice to Client if Client violates any of the terms herein or Paycom has reason to suspect the access keys have been misused or compromised. The number of API calls or SFTP requests Client is permitted to make may be limited by Paycom as necessary to best provide quality of response. Client is permitted to use the API or SFTP interface to access Client data maintained on the Website Account and to interface with other systems in Client's organization as necessary in the ordinary course of business. Client may work with third parties only as necessary to facilitate Client's API usage, so long as such third parties are subject to the obligations imposed on Client herein. Client shall not:

- (i) use the access keys, or any of the Data Services or Paycom Technology to attempt to gain access to other data on Paycom's system, or for any other purpose not expressly authorized herein;
- (ii) resell applications or services that require the Data Services;
- (iii) sell, transfer, or sublicense access to the Website Account Paycom Technology, or the Data Services;
- (iv) commercialize (sell, rent, trade or lease) the content provided via the Website Account, Paycom Technology, or the Data Services;
- (v) decompile, modify, reverse engineer, create derivative works, or otherwise alter the Website Account, Paycom Technology, or Data Services;
- (vi) distribute or publish links to the Website Account, Paycom Technology, or Data Services;
- (vii) use robots, spiders, scraping, or other technology to access or use the Website Account, Data Services, Paycom Technology, or any of Paycom's systems;
- (viii) access or attempt to access the account information of other users, or any other unauthorized information;
- (ix) use the Data Services in a manner that violates any applicable laws or regulations, including but not limited to those related to privacy and data protection;
- (x) use the Data Services interface in a manner that exceeds reasonable request volume or could be considered excessive or abusive usage; or
- (xi) distribute or publish automation documentation, including but not limited to, API and SFTP documentation, file import formats, or file export formats (the "Documentation") to third parties.

Paycom does not, by allowing Client to use or access the Website Account, Paycom Technology, and Data Services, transfer any

rights or ownership in the Website Account, Data Services, Documentation, source code, Paycom Technology, or Paycom intellectual property. The Website Account, Paycom Technology, and Data Services are and shall at all times remain the property of Paycom and Paycom alone. Paycom may update the structure of the classes, functions, reports, or data provided by the Website Account, Paycom Technology, and Data Services. Paycom may also update the associated Documentation or Paycom Technology and/or the permitted uses of the Services at any time and without notice to Client. Client acknowledges and accepts that the provision of these Data Services may result in Client's data being stored, transmitted, accessible, and handled in a manner that does not conform to the data security protocols described herein. Paycom makes no warranty or representation as to the sufficiency or adequacy of such nonconforming protocols. Client and such applicable third parties shall be exclusively responsible for adopting their own effective controls concerning access to Client's data. Client acknowledges and accepts all risks and liabilities arising from the nonconforming protocols. Client is responsible and liable for all damages caused by the nonconforming protocols. Notwithstanding anything to the contrary in the Agreement, to the extent Paycom is determined to be liable for any monetary damages arising from the Data Services, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed Fifty Dollars (\$50), regardless of Client's actual losses, liabilities, or injuries. As to the Data Services, the immediately preceding sentence supersedes the other limitation of liability aggregate cap provisions in this Agreement. Paycom is not an insurer against Client's risks. Client acknowledges the fees Client is actually paying for the Services is commensurate with the specific limitations of liability provided herein. To the extent the Client desires Paycom to assume a greater liability or responsibility than as set forth herein, then, an additional fee must be first quoted to Client and paid by Client before such greater responsibility shall apply to Paycom.

20. Implementation. All setup fees, conversion fees, and training fees paid by Client are non-refundable, in whole or in part. In addition to any other setup fees paid by Client, in the event of an implementation delay due solely to the fault of Client that ultimately results in a failure to utilize new or additional Services on the agreed upon check date for the initial use of the applicable Services, Client shall pay an additional fee which shall be no greater than an amount commensurate with Client's initial setup, conversion and training fees. As a condition of Paycom agreeing to accept Client's credit card as an approved form of payment for the Services, Client agrees that any dispute that Client may raise with respect to the Services must be addressed directly between Client and Paycom. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement. Client agrees to

cooperate in good faith, and take all commercially reasonable steps to make available all information necessary for Paycom to implement and provide the Services. Client hereby consents to Paycom taking any steps Paycom deems necessary to obtain such information, including accessing and downloading information related to the Services.

21. Client's Review. To the extent Paycom regularly mails or couriers checks, paystubs, and/or reports to Client, upon Client's receipt of checks, paystubs, and/or reports from Paycom, Client shall promptly examine such checks, paystubs, and reports for each applicable pay period or reporting period and shall notify Paycom of any discrepancies between such documents and Client's own records, or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after Client's receipt of said documents. Client acknowledges and agrees that delivery fees and check stuffing fees don't always involve delivery of a physical check, paystub and/or report to Client. To the extent checks, paystubs, or reports are not regularly mailed or couriered but instead are regularly available for review through the Website Account, then Client shall regularly review and examine said documents for each applicable pay period and shall notify Paycom of any discrepancies between such documents and Client's own records or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after said documents become available on the Website Account. Client shall promptly examine all notices received from taxing authorities and governmental entities and promptly report its receipt of any such notices to Paycom. To the extent Client receives any refunds or payments from any taxing authorities or governmental entities that were not otherwise expected and that relate in any way to the Services, Client shall promptly report its receipt of such refunds or payments to Paycom and shall not deposit any such refund check until it has first advised Paycom of its receipt of said check and discussed such refund or payment with Paycom. Client agrees that it will not independently file or amend any tax returns relating to the Services during the Term of the Agreement. Paycom is not liable for any penalties and interest Client may incur as a result of Client depositing or cashing a refund or payment it should not have deposited or cashed. Client shall be solely responsible for all liabilities, judgments, losses, damages, and costs (including reasonable attorneys' fees) that result from or could have been avoided had Client timely reviewed its documents and timely advised Paycom or any other parties of any such notices, payments, funds, refunds, errors, omissions, miscalculations, or discrepancies.

22. Confidentiality. Except to the extent required by applicable law, including, but not limited to, the California Public Records Act, each Party will take all of the following measures to protect all Confidential Information:

22.1. Hold all Confidential Information (as defined herein at Section 22.10) in the strictest of confidence;

22.2. Safeguard Confidential Information with the same degree of care to avoid unauthorized disclosure as it uses to protect its own information of a similar nature, but in any event, no less than reasonable care, which necessarily includes the care required by applicable law;

22.3. Not disclose Confidential Information to any of its own employees, agents, contractors, or representatives ("Representatives"), except to those of its Representatives who have signed written confidentiality agreements at least as restrictive and protective as the obligations set forth herein;

22.4. Not use (or assist or permit its Representatives to use) any of the Confidential Information for any purpose other than: (i) in connection with the performance of its obligations under the Agreement; and/or (ii) in connection with the defense or prosecution of any claim relating to the subject Services. In the event of such use in connection with defense or prosecution of a third party claim, the Party seeking to disclose Confidential Information shall, reasonably in advance, advise the other Party of its intended use of such information and shall not object to the intervention or request for protection of such information in connection with such third party claim or proceeding.

22.5. Except as otherwise provided for in Section 13(viii), each Party will maintain all information subject to applicable law in accordance with standards required by applicable law, even beyond the Term of the Agreement.

22.6. The following conditions will apply to Representatives:
(i) Representatives that will have access to Confidential Information shall be informed of the confidential nature of such information.
(ii) Each Party will impose on its Representatives, as a binding obligation, confidentiality and non-disclosure obligations consistent with the Agreement.

22.7. The restrictions in this Section shall not apply to any information to the extent that it: is or comes within the public domain other than through a breach of this Section 22; or is in a Party's possession (with full right to disclose) before receipt from the other; or is lawfully received from a third party (with full right to disclose); or is independently developed without access to or use of the Confidential Information; or is required to be disclosed by law or by a court of competent jurisdiction provided that, unless prohibited by law from doing so, the Party required to disclose such information agrees to give prior written or electronic notice of such disclosure and to take reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure.

22.8. In furtherance of Paycom complying with Paycom's compliance policies and programs, applicable laws, court order, or legal requirements, Paycom may disclose Confidential

Information to governmental authorities and/or Paycom's financial institutions.

22.9. Either Party may seek injunctive relief for any actual or reasonably anticipated disclosure by the other, including preliminary and permanent injunctive relief, regardless of whether monetary damages caused by the breach can be determined or proved.

22.10. The term "Confidential Information" shall mean all information one Party hereto acquires from the other Party hereto relating to the Services, whether developed by the disclosing Party or by others and whether patented or patentable, including, without limitation, Personal Data (as defined in Section 23), trade secrets, unpublished patent applications, designs, processes, disaster recovery plans, audit reports, information technology structure and hardware, studies and notes containing or reflecting such information, business plans and strategies, financial information, pricing information, specifications, devices, and all information one Party hereto acquires or observes in connection with the Services, regardless of whether such information is designated as Confidential Information at the time of its disclosure.

23. Data Security. To ensure the security of Client's electronic nonpublic personal information ("Personal Data"), except as it pertains to Section 19, Paycom shall:

23.1 implement reasonable technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, in particular, where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

23.2 encrypt Personal Data while in transport over the internet and, when data is not in transport, store such data on storage that is encrypted;

23.3 upon a complete investigation and validation, promptly notify Client of any facts known to Paycom concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor or agent of Paycom, or any intrusion into Paycom's system caused by Paycom's failure. In the event of such accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data Paycom shall reasonably cooperate with Client as required by applicable law to: (i) limit the unauthorized disclosure or use, (ii) seek the return of any Personal Data and (iii) assist in providing notice;

23.4 upon termination or expiration of the Agreement for whatever reason, Paycom shall maintain the confidentiality and data security obligations set forth herein while Paycom retains any Personal Data.

23.5 In addition to the foregoing, Paycom is not and shall not be Client's official record keeper. Accordingly, Client shall keep copies of all information and Personal Data it deems necessary.

24. Exclusions to Limitations of Liability. Notwithstanding anything to the contrary in the Agreement, including notwithstanding the paragraph entitled "LIMITATIONS OF LIABILITY" in the PHCMSA, neither Party excludes nor limits its liability to the other for any of the following (and nothing in the Agreement shall be construed as excluding or limiting such liability):

24.1. for personal injury or death resulting from its negligence or that of its employees, agents, or subcontractors;

24.2. for any matter which it would be illegal for that Party to limit its liability;

24.3. for a Party's actual fraud, defamation, or trade libel;

24.4. for a breach of: Section 12 (Client's Indemnity Obligation) and/or Section 13 (Client Representations and Warranties);

24.5. for a Party's fee(s) and/or charges due and owing pursuant to the Agreement;

24.6. for Client's failure to remit funds and/or satisfy any of its Services funding obligations; and

24.7. for, after Client remits all applicable tax monies to Paycom and after Client complies with the Agreement in all material respects, Paycom breaches its obligations in this Agreement and fails to promptly pay and remit said tax monies to applicable Taxing Authorities on Client's behalf.

24.8. for, after Client remits all applicable direct deposit and other funds to Paycom and after Client complies with the Agreement in all other material respects, Paycom breaches its obligation in this Agreement to promptly pay and remit said funds to Client's specified persons on Client's behalf.

25. Feedback; Improvement; Assignment. In the event Client, or any third party on behalf of Client submits any suggestions, ideas, criticisms, enhancement requests, feedback, recommendations, or other information or ideas regarding the Services, Paycom's products or the Paycom Technology (hereinafter referred to as "Feedback"), Client agrees that such Feedback is gratuitous, without restriction and will not place Paycom under any fiduciary or other obligation. Paycom shall be free to disclose such Feedback on a non-confidential basis to anyone. Moreover, Client assigns to Paycom all right, title and interest in any Feedback that relates to the Services, Website Account or Paycom Technology.

26. Recording. Each Party hereby consents that such other Party may, without further notice or further notification, electronically monitor or record the telephone conversations between the

parties' respective representatives in connection with the parties' business dealings. Each Party agrees that it shall have an expectation that all telephone calls made or received by either Party to the other Party are being electronically monitored or recorded by the other Party for the other Party's business purposes and/or business records retention purposes. Each Party hereby notifies the other Party that it regularly and consistently monitors or records the telephone conversations of the other Party's representatives, and that the monitoring or recording of such telephone conversations is likely to occur at any time and without further notice. It is further agreed that the monitoring or recording activities of such parties' representatives shall constitute permissible monitoring or recording pursuant to this Agreement. To the extent a Party seeks to, in the future, withdraw and revoke the consent to such monitoring and recording activities provided for in this Agreement, then in order for such revocation to be effective said Party must send a written or electronic notice to the other Party pursuant to the notice provisions of this Agreement, and any such written or electronic notice shall not be effective until at least thirty (30) days after the receiving Party receives such notice.

27. Signatory Authority; Third-Party Arrangements. To the extent the undersigned signatory is acting on behalf of a third party with respect to servicing that third party's payroll and other service needs, the undersigned signatory hereby warrants and represents to Paycom that the signatory has been appointed as the third party's duly authorized agent and has all the requisite authority to bind said third party to the obligations of the Agreement and hereby does bind said third party to each of the obligations of the Agreement. Additionally, any third party that accesses or views Client's Website Account shall be required to enter into separate agreements with Paycom governing such use. Client shall promptly provide Paycom a list of any such third parties as well as information concerning the extent of such access, disclosure or use by such third party. Client shall be exclusively responsible for all issues arising out of any Client-selected third party's access, viewing, or use of Client's Website Account.

28. Interest, Setoff, Recoupment; Interpleader and Remedies. In addition to any other rights, fees or charges provided for herein, if any amount is not paid to Paycom within five calendar days of its due date, Client shall be additionally liable for interest on said unpaid amount(s) at an interest rate of 1½% per month or the highest rate allowed by applicable law, whichever is less, from the due date until paid in full. In the event Client is in default of its payment obligations to Paycom, then Paycom shall have the right to offset and/or apply any of Client's funds being held by Paycom to any outstanding obligation of Client owing to Paycom. Notwithstanding anything to the contrary in this Agreement or any written report or communication among the parties, the specific timing or amounts of any ACH, wire or debit from Client's account shall in no way bind Paycom nor shall it

have any bearing on how Paycom applies and/or allocates said funds among the Client's employee direct deposits, Paycom fees, payroll tax payments and/or other sums. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired. Notwithstanding anything to the contrary herein, Paycom shall not be in breach of this Agreement in the event Paycom fails to remit Client funds due to: (i) garnishment or other legal process served upon Paycom concerning Client or Client's funds; (ii) a secured creditor or other person's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; or (iii) a government entity's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; (iv); a bankruptcy filing by Client. In any of the aforementioned instances, Paycom may suspend or withhold payment and interplead or otherwise seek relief concerning the subject funds with an applicable Court or tribunal.

29. Force Majeure. Neither Party shall be liable for delays in performance which are caused by natural disasters, strikes, war, terrorism, epidemics, pandemics, governmental shutdown orders or restrictions, utility outages, communication outages, or any other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action, or are beyond the reasonable control of such Party, except that this provision shall not excuse the failure of Client to timely meet all of its funding requirements to Paycom (including its funding, payment, and cash requirements) for any applicable Service performed by Paycom for Client. If applicable, either Party shall be excused from performance under the Agreement for the duration of the effects of such circumstances.

30. Direct Deposit Authorization Forms. Before any of Client's employees are setup for utilization of ACH direct deposit, Client shall require that each such employee sign a "Direct Deposit Authorization and Agreement" form, which authorizes Paycom to make transfers to and from the employee's account using the ACH system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee's account. For each such Client employee, Client shall maintain such signed forms in Client's possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom's request. In the event that any of Client's employees refuse to sign a "Direct Deposit Authorization and Agreement" form, Client shall not allow said employee(s) to utilize direct deposit. Client further agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error in processing.

31. Waiver. The failure by Client or Paycom to insist upon strict performance of the Agreement shall not constitute a waiver of that provision with respect to demands for future performance.

32. Severability. Each section, subsection and lesser section of the Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of the Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from the Agreement, but every other provision of the Agreement shall remain in full force and effect.

33. Independent Contractors; Limitations. The Agreement establishes an independent contractor relationship only, by which Paycom will perform the Services described in the Agreement. It is not intended as, and shall not be construed to establish a partnership, joint venture, employer/employee relationship, or master/servant relationship. Paycom shall only be required to assist the Client with its obligations and perform the specific Services provided for in the Agreement, and no others. It is agreed that Paycom is not an insurer and that the fees Paycom charges are based solely on the value of the services provided for herein and the terms of this Agreement. Notwithstanding anything to the contrary in the Agreement, to the extent Paycom is determined to be liable for any monetary damages, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed the applicable aggregate cap and/or amounts specifically provided for in this Agreement, regardless of Client's actual losses, liabilities, or injuries. Paycom is not an insurer against Client's risks. Client acknowledges the fees Client is actually paying for the Services is commensurate with the specific limitation of liability's provided herein. Client and Paycom acknowledge and agree that Paycom is retained under the Agreement to assist Client with certain obligations of Client and that Paycom is not an employer of Client's employees, nor a fiduciary of Client or Client's employees. Paycom is merely providing certain specified services to assist Client. Paycom responsibilities include only the Services expressly set forth herein and shall not include any other services, unless agreed to in writing. Nothing contained in the Agreement shall be deemed to permit either Party to conduct business in the name of or on account of the other Party, or to act on behalf of or bind the other Party in any manner whatsoever, except for the taking of actions by Paycom on behalf of Client in the fulfillment of Paycom's specific obligations under the Agreement.

34. No Third-Party Beneficiaries; Limited Obligations. Nothing in the Agreement creates or will be deemed to create third party beneficiaries of or under the Agreement. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATIONS TO ANYONE OTHER THAN THE CLIENT ENTITY SIGNING THE AGREEMENT. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, TAXING AUTHORITIES AND/OR CLIENT'S EMPLOYEES, INDEPENDENT CONTRACTORS, AND/OR CONSULTANTS). Notwithstanding anything to the contrary herein, Paycom has not assumed and does not assume the obligations of an 'employer' to Client's employees or any other person or entity. Notwithstanding anything to the contrary herein, Paycom has not assumed the obligations of and is not a 'responsible party' for tax purposes.

35. Assignment.

35.1. The Agreement shall not be assigned or delegated by either Party (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, without the prior written consent of the non-assigning party, which shall not be unreasonably withheld. Notwithstanding the foregoing, the Agreement may be assigned freely, in whole or in part, by Paycom to any affiliate entity or sister entity, without the prior written consent of Client.

35.2. Subject to the foregoing, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and assigns.

36. Electronic Signature. Paycom and Client agree to conduct this transaction and, unless this consent is specifically revoked, subsequent transactions by electronic means and that an electronic signature of either Party or both Parties, including fax signature, PDF signature, scanned signature, typed-out signature, or other electronic means, shall have the same legally binding force and effect as an original signature. An executed copy of the Agreement may be delivered by one or more of the Parties by facsimile, email, or similar instantaneous electronic transmission device pursuant to which the signature of, or on behalf of, the Party can be seen, and such execution and delivery shall be considered valid, legally binding, and effective for all purposes.

37. Entire Agreement, Amendments, and Modifications. The Agreement represents the entire agreement between the Parties, and there are no inducements, representations, or warranties, or any other oral or other written agreements or understandings between the Parties affecting the Agreement, or related to the Services to be provided by Paycom or the obligations undertaken by Client or Paycom under the Agreement. Paycom may amend the Agreement at any time in its sole discretion, effective upon

providing notice of the amended terms with an electronic notification to Client that such Agreement has or is being amended and is available for review by Client; and Client's continued use of Paycom's Services after an amendment's effective date constitutes Client's acceptance of such amendment. With respect to the Services, the Agreement supersedes all previous agreements and negotiations between the Parties. It is understood and agreed that no employee, officer, or director of Paycom has the authority to modify the Agreement orally.

38. Venue; Governing Law; Class Action Waiver; Waiver of Sovereign Immunity. All issues and questions concerning the construction, validity, enforcement, performance, and interpretation of the Agreement or arising from any business dealings by or among the Parties shall be governed by, and construed in accordance with, the laws of the State of Oklahoma. Any claim arising out of or related to this Agreement, including without limitation claims related to the Parties' negotiations and inducements to enter into this Agreement, shall be submitted to mandatory, binding arbitration under the auspices of the American Arbitration Association (the "ADR Association"), in a mutually agreeable location, with the parties sharing equally the costs of arbitration. Arbitration will proceed according to the commercial rules of the ADR Association. This section does not limit either Party's right to provisional or ancillary remedies from a court of competent jurisdiction before, during, or after the pendency of any arbitration, and the exercise of any such remedy does not waive either Party's right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction.

Any legal proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. *No Party will seek to have any dispute with the other Party heard as a class action or heard within an already-pending class action proceeding, or in any other proceeding in which either Party or any litigant acts or proposes to act in a representative capacity. Any and all such rights to proceed on a class-wide basis are hereby waived. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.* Neither party will avail itself to third-party practice procedures, nor file a third-party complaint, petition, cross-claim, or pleading against the other Party, that would have the result of commencing or initiating claims against the other Party in a court other than the courts provided for in the exclusive venue provisions set forth in this Section. *If any portion of this class action waiver is deemed invalid, illegal and/or unenforceable, then that portion will be severed with the remainder remaining in full force and effect.*

Client expressly waives any claim of sovereign immunity as to Client's business dealings with Paycom if applicable (i.e. Native American Nations). If either Party brings a legal action to enforce the Agreement, the prevailing Party in such action, as determined by the court, shall be entitled to recover reasonable

attorneys' fees and litigation expenses as determined by the court. Client and the undersigned individual each represent that the signatory to the Agreement is authorized to enter into such agreement on behalf of Client.

39. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PAYCOM AND THE CLIENT EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THE AGREEMENT OR THE PARTIES' BUSINESS DEALINGS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY PAYCOM AND THE CLIENT AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY MAY OTHERWISE ACCRUE. PAYCOM AND THE CLIENT ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

40. Use of SSNVS. Paycom may utilize the Social Security Number Verification Services ("SSNVS") to verify employee Social Security Numbers ("SSNs") and names solely to ensure that the records of current or former employees are correct for the purpose of completing Internal Revenue Service (IRS) Form W-2 (Wage and Tax Statement). SSA returns all names and SSNs submitted and indicates if an individual's name and SSN matches or does not match. If the individual's name and SSN does not match their records, SSA advises that their response (1) does not imply that you or your employee intentionally provided incorrect information about the employee's name or SSN, (2) does not make any statement about your employee's immigration status, and (3) is not a basis, in and of itself, to take any adverse action against the employee such as laying off, suspending, firing or discriminating against the employee. Furthermore, reliance on the verification information SSA provides to justify adverse action against a worker may violate State or Federal law. Please consult your legal counsel before doing so and/or before determining whether to opt-out of this additional feature. It is appropriate to use SSNVS only once an official employer-employee relationship has been established. The functions being performed by Paycom shall adhere to the proper use of SSNVS. Please be advised that this service is available at no cost from SSA and this service is not the product of a unique or exclusive arrangement between SSA and Paycom.

41. Survival. The following will survive any termination or expiration of the Agreement:

41.1. General Terms and Conditions, sections 2 (Paycom Representations and Warranties), 4 last paragraph (Paycom’s Intellectual Property; Use of Trademarks and Trade Names), 5 (Paycom’s Indemnification Obligation), 6 (Reliance on Client’s Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions), 8 (Term and Termination), 12 (Client’s Indemnity Obligation), 13 (Client Representations and Warranties), 16 (Access Restrictions), 17 (Security Features), 19 (Data Services), 21 (Client’s Review), 22

(Confidentiality), 23 (Data Security), 24 (Exclusions to Limitations of Liability), 28 (Interest, Setoff, Recoupment; Interpleader and Remedies), 29 (Force Majeure), 34 (No Third-Party Beneficiaries; Limited Obligations), 38 (Venue; Governing Law; Class Action Waiver; Waiver of Sovereign Immunity), and 39 (WAIVER OF JURY TRIAL).

41.2. The Limitations of Liability paragraph in the PHCMSA.

AGREED AND ACCEPTED BY CLIENT:

Joshua Basin Water District
COMPANY LEGAL NAME

TYPE OR PRINT NAME TITLE

AUTHORIZED SIGNATURE

PAYCOM PAYROLL, LLC d/b/a PAYCOM:

AUTHORIZED SIGNATURE

TYPE OR PRINT NAME

Reporting Agent
TITLE

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