BOARD OF DIRECTORS REGULAR MEETING AGENDA

Monday, August 19, 2024 at 3:00 PM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT WILL HOLD ITS REGULAR MEETING(S) ON THE DATE LISTED ABOVE. THE BOARD WILL MEET IN PERSON AT 66575 SECOND STREET, DESERT HOT SPRINGS.

THE PUBLIC IS PERMITTED TO ATTEND THIS MEETING IN PERSON OR VIRTUALLY USING THE ZOOM LINK BELOW.

JOIN ZOOM MEETING:

https://us02web.zoom.us/j/8220655340?from=addon

DIAL BY PHONE:

+1 (408) 638-0968

Meeting ID: 822 065 5340

ACTION MAY BE TAKEN ON ANY ITEM LISTED ON THIS AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **ANNOUNCEMENT AND VERIFICATION OF REMOTE MEETING PARTICIPATION PURSUANT TO AB 2449 OR GC 54953(b)**
4. **PLEDGE OF ALLEGIANCE**
5. **RULES OF PROCEDURE**
6. **PUBLIC INPUT**
   This is the opportunity for members of the public to address the Board on matters within the Board's jurisdiction. ***Please limit comments to three (3) minutes or less.*** *State law prohibits the Board from discussing or taking action on any item not listed on the agenda.*

EMPLOYEE RECOGNITION

7. **HUMAN RESOURCES REPORT**

ACTION ITEMS

8. PUBLIC HEARING ~ RESOLUTION 2024-23 ~ ENERGY SERVICES CONTRACT WITH STATEN SOLAR, INC.

It is recommended to adopt Resolution 2024-23 and authorize the General Manager to negotiate and execute a Power Purchase Agreement (PPA) and Solar Facility Lease Agreement with Staten Solar, Inc. (Staten) to design, build, and construct approximately 4 MW of renewable solar energy at seven MSWD sites.

9. STATE ADVOCACY SERVICES - CA LOBBY, LLC

It is recommended to authorize the General Manager to execute an agreement for services with CA Lobby, LLC in the amount of $5,000/month for the term beginning September 1, 2024 and ending August 31, 2025.

10. ORDINANCE 2024-02 AND RESOLUTION 2024-24 ~ UPDATING AND AMENDING CODIFICATION TITLES 1-3

It is recommended to adopt Ordinance 2024-02 and Resolution #2024-24, updating and amending titles 1, 2 and 3 of the District Code.

11. EXECUTION OF LOT LINE ADJUSTMENT APPLICATION FOR THE CRITICAL SERVICES CENTER

It is recommended to authorize the General Manager to do all things necessary to sign and execute all necessary entitlement documents on behalf of Mission Springs Water District and the Lot Line Adjustment Application with the City of Desert Hot Springs for the Critical Services Center and submit it to the City of Desert Hot Springs for processing and execution.

12. APPROVE CONTRACT AMENDMENT NO. 3 WITH YELLOW JACKET DRILLING SERVICES, LLC FOR THE CONSTRUCTION OF MONITORING WELL NO. 2

It is recommended to authorize the General Manager to approve Contract Amendment No. 3 with Yellow Jacket Drilling Services, LLC in the amount of $27,645 for the construction of the Monitoring Well No. 2 for the Regional Water Reclamation Facility and to do all things necessary to complete the project. The construction amendment would increase the contract amount $27,645, from $202,785 to $230,430.

DISCUSSION ITEMS

13. NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE

14. CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE

CONSENT AGENDA

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

15. APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

July 11, 2024 - Study Session
July 15, 2024 - Board Meeting

16. REGISTER OF DEMANDS
The register of demands totaling $4,030,970.42

17. ACCEPTANCE OF THE WATER SUPPLY ASSESSMENT AND WATER SUPPLY VERIFICATION FOR THE VIENTO DEVELOPMENT PROJECT
It is recommended that the Board accept and approve the Water Supply Assessment and Water Supply Verification for the Viento Development Project located in the City of Desert Hot Springs.

REPORTS

18. DIRECTOR'S REPORTS

19. GENERAL MANAGER'S REPORT
Included in this report are the following oral reports:

A. Finance Report
B. Public Affairs Report

COMMENTS

20. DISTRICT COUNSEL COMMENTS

21. DIRECTOR COMMENTS & REQUESTS
A. Director General Comments
B. Director Requests for Future Agenda Items
C. Director Requests for Future Meetings

CLOSED SESSION

22. THREAT TO PUBLIC SERVICES OR FACILITIES
pursuant to Government Code Section 54957
Consultation with Security Operations Manager and/or Security Consultant

23. CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4). One potential case.

24. PUBLIC EMPLOYEE PERFORMANCE REVIEW
Pursuant to Government Code Section 54957
Title: General Manager

25. PUBLIC EMPLOYEE PERFORMANCE REVIEW
pursuant to Government Code Section 54957
Position: District Legal Counsel

26. REPORT ON ACTION TAKEN DURING CLOSED SESSION

27. ADJOURN

If you need special assistance to participate in this meeting, please contact the Executive Assistant at (760) 660-4403 at least 48 working hours prior to the meeting.

ANY DISCLOSABLE PUBLIC RECORDS RELATED TO AN OPEN SESSION ITEM ON A REGULAR MEETING AGENDA AND DISTRIBUTED BY MISSION SPRINGS WATER DISTRICT TO ALL OR A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THAT MEETING ARE AVAILABLE FOR PUBLIC INSPECTION AT THE DISTRICT OFFICE, 66575 SECOND STREET, DESERT HOT SPRINGS, CALIFORNIA DURING NORMAL BUSINESS HOURS AND MAY ALSO BE AVAILABLE ON THE DISTRICT'S WEBSITE AT WWW.MSWD.ORG/MEETINGS. NOTE: THE PROCEEDINGS MAY BE AUDIO AND VIDEO RECORDED.

CERTIFICATION OF POSTING

I certify that on or before August 16, 2024, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Mission Springs Water District at least 72 hours in advance of the meeting (Government Code Section 54954.2).



Dori Petee
Executive Assistant

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS

MEETING DATE(S): AUGUST 15 & 19, 2024

FROM: ORIANA HOFFERT-HUMAN RESOURCES MANAGER

HUMAN RESOURCES REPORT

PERSONNEL ACTIVITY FOR THE PERIOD JULY 1-31, 2024

NEW HIRES

Ryan Goodner-Belli	GIS Specialist
Ana Fisher	Accounting Technician

ANNIVERSARIES

Greg Chapman	Wastewater Treatment Plant Operator II	18 Years
Lee Boyer	Chief Plant Operator	24 Years

PROMOTIONS

Lisa Pelton	Promoted to Senior Customer Service Representative Previously Customer Service Representative II

CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

Chad Finch	Water Distribution Grade 4 (D-4) certification

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETING**

MEETING DATE(S): **AUGUST 15 & 19, 2024**

FROM: **DANNY FRIEND – DIRECTOR OF OPERATIONS**

FOR: ACTION _X_ DIRECTION ____ INFORMATION ____

PUBLIC HEARING – RESOLUTION 2024-23
POWER PURCHASE AGREEMENT WITH STATEN SOLAR, INC.

STAFF RECOMMENDATION

Adopt Resolution 2024-23 and authorize the General Manager to negotiate and execute a Power Purchase Agreement (PPA) and Solar Facility Lease Agreement with Staten Solar, Inc. (Staten) to design, build, and construct approximately 4 MW of renewable solar energy at seven MSWD sites.

SUMMARY

The PPA will include the installation of solar photovoltaic systems at seven MSWD sites (Horton WWTP, Nancy Wright RWRF, Well 24, Well 27, Well 29, Well 32, Well 33/RES-BCT) and will generate about 4 MW of power and 9,000,000 kWh of renewable energy per year. The project includes applications with Southern California Edison (SCE) for two tariffs that will each yield significant savings to MSWD; the net energy metering service (NEM 2.0) and the renewable energy self-generation bill credit transfer (RES-BCT).

ANALYSIS

Previously, the Board considered a capital improvement project of more than $17 M to complete a similar solar project, which was not approved due to the significant impact on MSWD's capital budget and bonding ability. The PPA will not impact the capital budget or MSWD's bonding ability. Instead, MSWD will use funds from its "energy budget" to buy the energy that is generated by the solar systems at a cost that is less than what MSWD currently pays to SCE. Based on current SCE rates, MSWD would pay SCE approximately $1.2M for the energy that will be generated by the solar systems. Through the PPA, MSWD will pay Staten about $900k for that energy, reducing the energy budget by approximately $300,000 annually beginning in FY 2026. Factoring in future SCE rate increases, MSWD would save an estimated $13 M over 25 years, which is the term of the PPA. The PPA also includes a guarantee that the solar systems will generate a minimum of 90% of the projected energy. If the PPA company fails to meet that level of energy production, Staten will pay MSWD for lost savings.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The cost to design, build, operate, and maintain the project will be borne by Staten. The annual energy budget should be reduced by approximately $300K in FY2027 with an estimated savings of approximately $13 M over 25 years. This action is consistent with Strategic Plan Goal 5.1, Increase Use of Sustainable Energy Sources and Optimize Efficiencies.

FINANCIAL DATA		
Cost Associated with this action:		$0
Current FY cost:		$0
Future FY cost:		$0
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:		
All previous contracts including dates, amounts and board approvals are attached or have been made available.		

FUNDING SOURCES	
Source of funds:	201/301
BID/Job#	11776
Current BID/Job balance	$94,077
Balance remaining if approved:	$94,077

ATTACHMENTS

Attachment A - Notice of Public Hearing
Attachment B – Resolution 2024-23
Attachment C – Staten Solar, Inc. Proposal
Attachment D – Power Purchase Agreement with Staten Solar, Inc.

ATTACHMENT A

MISSION SPRINGS WATER DISTRICT NOTICE OF PUBLIC HEARING ADOPT CERTAIN FINDINGS AND APPROVE POWER PURCHASE AGREEMENT FOR ENERGY RELATED IMPROVEMENTS TO MISSION SPRINGS WATER DISTRICT FACILITIES WITH STATEN SOLAR, INC.

On Monday, August 19, 2024, at 3 p.m. the Board of Directors of Mission Springs Water District will conduct a public hearing for the purpose of taking public comments and adopting a resolution making certain findings, and approve a Power Purchase Agreement with Staten Solar, Inc. in accordance with California Government Code Section 4217.10 to 4217.18. The Board will hear and consider all comments regarding this resolution and contract at this public hearing. The public hearing will be held in person and/or via Zoom at 66575 2nd Street, Desert Hot Springs, CA 92240. Public wishing to appear via Zoom, can use the dial by phone feature +1(408)638-0968 Meeting ID: 822 065 5340 or by video https://us02web.zoom.us/j/8220655340.

The Board of Directors shall adopt findings that provide, and the Power Purchase Agreement shall require, that the cost to the District to implement the energy related improvements per this contract will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements. Furthermore, the District shall adopt findings that provide the funds for the payment of the design, construction, and operation of the energy conservation facility, as required by the contract, are projected to be available from revenues resulting from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the public agency in the absence of the energy conservation facility. More information may be obtained by calling 760-329-6448 ext. 145 or pr@mswd.org.

/s/Brian Macy
Secretary, Mission Springs Water District

ATTACHMENT B

RESOLUTION NO. 2024-23

A RESOLUTION OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT MAKING FINDINGS ON ENERGY SAVINGS AND DETERMINING OTHER MATTERS IN CONNECTION WITH A POWER PURCHASE AGREEMENT

WHEREAS, the Mission Springs Water District (the "District") is a county water district that is duly organized and existing under and pursuant to Division 12 of the California Water Code (Section 30000 *et seq*.) (the "Act"); and

WHEREAS, the District desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, the District proposes to enter into a Power Purchase Agreement (PPA), which is attached hereto as Exhibit A and made part hereof by this reference with Staten Solar, Inc. ("Staten") pursuant to which Staten will design, construct, and install on District property certain energy saving improvements consisting of photovoltaic systems, which will result in greater energy efficiency and cost savings for the District sites on which such facilities are located on ("Project"); and

WHEREAS, Staten and Kenwood Energy has provided the MSWD with an "Analysis" showing that the Project will result in a net energy savings to MSWD; and

WHEREAS, the Analysis includes data showing that the anticipated cost to the District for the electrical energy provided by the Project will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases; and

WHEREAS, the Board proposes to enter into the PPA substantially in the form presented at this meeting, subject to such changes, insertions or omissions as the General Manager reasonably deems necessary following the Board's adoption of this Resolution; and

WHEREAS, pursuant to Government Code section 4217.12, this Board has held a public hearing, public notice of which was given at least two weeks in advance, to receive public comment; and

NOW, THEREFORE, **THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT DOES HEREBY RESOLVES AS FOLLOWS**:

Section 1. Recitals.

The foregoing recitals are true and correct.

Section 2. Terms.

The terms of the PPA in the form presented at this meeting are in the best interests of the District.

Section 3. Analysis.

In accordance with Government Code section 4217.12, and based on data provided by the Analysis, the Board finds that the anticipated cost to the District for electrical energy provided by the Project under the PPA will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases. The Board hereby approves the PPA, in accordance with Government Code section 4217.12.

Section 5. Negotiate Any Further Changes, Insertions, and Omissions.

The District's General Manager or designee is hereby authorized and directed to negotiate any further changes, insertions and omissions to the PPA as he reasonably deems necessary, and thereafter to execute and deliver the PPA following the Board's adoption of this Resolution.

Section 6. Effective Date.

As provided in the PPA, performance of the PPA is contingent upon the District's ability to successfully negotiate the PPA, or the PPA will be terminated.

Section 7. Effective Date.

This Resolution shall take effect immediately upon its adoption.

Section 8. Certification.

The Secretary of the Board shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, ADOPTED, AND APPROVED, this _____ day of August 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Ivan Sewell
President of Mission Springs Water District
and its Board of Directors

ATTEST:

_____
Brian E. Macy, P.E.
Secretary of Mission Springs Water District
and its Board of Directors

ATTACHMENT D

BRE Comments
July 31, 2024

SOLAR POWER PURCHASE AGREEMENT
(Solar Energy Procurement Agreement)

[MSWD]

This Solar Power Purchase Agreement (this "**Agreement**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Solar Company below (the "**Effective Date**").

Property Owner, as Purchaser		**Solar Company, as Seller**	
Address		**Address**	
Phone		**Phone**	
E-mail		**E-mail**	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar photovoltaic electricity generating system described in **Exhibit 2** (the "**System**") and installed at the Purchaser's property described in the Site Lease (as defined below) (collectively, the "**Property**").

Commented [DS1]: I suggest conforming this and other terms to the terms used in the Lease but have not done so in this turn to avoid non-substantive changes.

This Agreement includes the items listed below in addition to this page:

Basic Terms
General Terms and Conditions
Exhibit 1 Energy Rate
Exhibit 2 System Description
Exhibit 3 Termination Payment Schedule
Exhibit 4 Performance Guarantee
Exhibit 5 Construction Specifications "Specifications"
Schedule 1 Purchaser Consents and Approvals

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BRE Comments
July 31, 2024

SOLAR COMPANY: _____, a
_____ company

By:_____
Name: _____
Title: _____
Date:_____

PURCHASER: _____. a
_____ public agency

By:_____
Name: _____
Title: _____
Date: _____

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BRE Comments
July 31, 2024

BASIC TERMS

1. **Initial Term:** 25 years, beginning on the Commercial Operation Date.

2. **Additional Terms:** Up to [ ] five-year periods following the end of Initial Term.

3. **Environmental Attributes:** ~~Owned by Solar Company~~See General Terms and Conditions **Section 5**.

4. **Energy Rate for the Initial Term:** See **Exhibit 1**.

5. **Anticipated Installation Commencement Date:** [ ] months after the execution date of this Agreement.

6. **Anticipated Commercial Operation Date**: [ ] months after the execution date of this Agreement.

7. **Purchaser Options to Purchase System**: As set forth in **Section 13** of the General Terms and Conditions.

~~7.~~8. **Performance Guarantee**: As set forth in **Exhibit 4**.

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BRE Comments
July 31, 2024

GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation: Capitalized terms used in this Agreement shall have the meaning ascribed thereto in the Section of this Agreement identified in Section 20.o. below. In this Agreement: (i) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (ii) references to any agreement or contract are to that agreement or contract as amended, modified, or supplemented from time to time, except where the context otherwise requires; (iii) references to any Person includes his successors and permitted assigns; (iv) references to any law are to that law as amended from time to time (unless the context requires otherwise), and to the regulations, if any, promulgated thereunder; (v) references to any gender include a reference to all other genders; (vi) references to the singular include the plural, and vice versa; (vii) reference to any Article or Section meansan Article or Section of this Agreement; (viii) reference to any Exhibit or Schedule meansan Exhibit or Schedule to this Agreement, all of which are incorporated into and made a part of this Agreement as if fully set forth in the body of this Agreement; (ix) references to $ or Dollars means United States Dollars; (x) unless expressly provided to the contrary, "hereunder", "hereof", "herein" and words of similar import are references to this Agreement as a whole and not any particular Section or other provision of this Agreement;(xi) "include" and "including" shall mean include or including without limiting the generality of the description preceding such term; and (xii) references to "good faith" of a Party or Parties means such Party or Parties having honesty in fact and the observance of reasonable commercial standards of fair dealing.

2. Purchase and Sale of Electricity. Upon and subject to the terms and conditions of this Agreement, Purchaser shall purchase from Solar Company, and Solar Company shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term andeach Additional Term (collectively the "**Term**") up to ~~110~~105% of the annual projected amount. ~~up to 100% of the annual projected amount, regardless of Purchaser's ability to use such energy~~. Electric energy generated by the System will be delivered to Purchaser at the Delivery Point identified on **Exhibit 2**. Purchaser shall take title to the electric energy generated by the System at the Delivery Point~~ and risk of loss will pass from Solar Company to Purchaser at the Delivery Point~~. The Parties acknowledge that Purchaser's electric energy requirements at the Property may exceed the output of the System, and in such event, Purchaser may purchase electric energy for the Property from other sources. Any purchase, sale or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation. Purchaser may not resell any of the electrical energy generated by the System other than (a) through its participation in a net metering, RES-BCT program or similar arrangement with the electric distribution company that provides electric services to the Property (the "**Utility**") or (b) to the tenants of the Property, if and to the extent allowed under applicable laws.

3. Term.

   a. Initial Term. This Agreement is effective as of the Effective Date. The Initial Term of this Agreement shall commence on the Commercial Operation Date and continue for the length of time specified in the Basic Terms, unless earlier terminated as provided for in this Agreement ("**Initial Term**"). The "**Commercial Operation Date**" means the date set forth in a notice from Solar Company to Purchaser that construction of the System is complete, has satisfied conditions for interconnectionwith the electrical network, and has commenced or is ready to commence regular commercial operation.

   b. Additional Terms. If Purchaser desires to extend this Agreement, Purchaser shall deliver notice to Solar Company at least 90 days and not more than 180 days prior to the

Commented [DS2]: Purchaser should buy all of the output, even if it exceeds the projected amount.

Commented [MOU3R2]: We can add language that the District will buy more as long as the energy benefit can be assigned to one of the benefitting accounts.

Commented [DB4]: District needs to be protected from a requirement to buy an excess of kWh that it doesn't need. An unrestricted purchase obligation is not acceptable.

Commented [DS5]: Is this applicable to the current project?

Commented [DB6R5]: i don't believe so.

Commented [MOU7R5]: Leave in in case tenants become applicable

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BRE Comments
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expiration of the then-effective Term, for an Additional Term as specified in the Basic Terms. The exercise of any Additional Term under this Agreement shall also extend the term of the Site Lease by the same period.

c. Coterminous with Site Lease. Solar Company and Purchaser have entered or will enter into Land Lease and Solar Easement whereby Solar Company will lease portions of the Property (and be granted related easements) for the construction, interconnection, operation and maintenance of the System (the "**Site Lease**"). Notwithstanding anything contained herein, in no event will the Term of this Agreement extend beyond the term of the Site Lease and this Agreement shall automatically terminate upon the earlier of expiration or termination of the Site Lease.

d. Excused Performance. ~~Without limitation of **Section 9**, i~~In the event and for so long as Solar Company is hindered, delayed or prevented from constructing or operating the System in whole or part or in performing any of its obligations hereunder by reason of Excusable Event, then performance of Solar Company's obligations to the extent affected by such Excusable Event shall be excused for the applicable period; *provided that*, without limitation of the affected Party's obligations pursuant to **Section 17**, Solar Company and Purchaser shall cooperate to resolve the issue giving rise to such Excusable Event and, to the extent that resolving the Excusable Event is within such Party's reasonable control, use commercially reasonable efforts to mitigate or remedy the Excusable Event. The Term (and the underlying milestone dates, as applicable) shall be extended as requested by Solar Company by the duration of the Excusable Event (including, ifapplicable, the time required to return the System to full operability and performance after the resolution of the Excusable Event). If the Excusable Event delays Solar Company's performance hereunder or under the Site Lease by more than 12 months, then either Party may terminate this Agreement by giving not less than 60 business days' prior notice to the other Party. As used herein, "**Excusable Event**" means any (i) Force Majeure event, (ii) Unexpected Property Conditions, or (iii) delay obtaining any Utility approval or permit provided that Solar Company has used commercially reasonable efforts to obtain such approvals or permit.

Commented [DB8]: this section has been deleted.

4. Billing and Payment.

a. Monthly Charges. Purchaser shall make monthly payments in arrears for energy equal to (i) the rate for the applicable Contract Year as shown in **Exhibit 1** (the "**Energy Rate**") multiplied by (ii) the aggregate kWh of energy delivered to the Delivery Point from the System during the applicable month, as measured by the System meter, plus the amount of any Deemed Delivered Energy. The invoiced amounts shall also include taxes applicable to the sale and delivery to or consumption by Purchaser of the electricity (except as payable by Solar Companyunder **Section 4.c.**). "**Contract Year**" means each 12-month period beginning at 12:00 AM local time on the Commercial Operation Date, and on each subsequent annual anniversary of the Commercial Operation Date, and ending at 11:59:59 PM local time on the day immediately preceding the next annual anniversary of the Commercial Operation Date.

Commented [DS9]: To be confirmed by BRE.

b. Monthly Invoices. Solar Company shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point (or deemed delivered as provided herein) during the applicable period, (ii) the Energy Rate applicable thereto, (iii) other amounts then due and payable by Purchaser hereunder, if any, and (iv) the total invoiced amount.

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BRE Comments
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c. Taxes. Purchaser shall be responsible for and pay all Taxes that are assessed, levied or otherwise charged against or relating to the Property and all improvements thereon (not including the System) as well as any applicable State, county, municipal and other local Taxes arising out of the purchase and sale of electricity hereunder. Solar Company shall be responsible for Taxes related to (i) the Site Lease and other rights of use granted to Solar Company pursuant to the Site Lease and (ii) the purchase and importation of materials and components of the System and property taxes assessed, levied, or otherwise charged against or relating to the System. For purposes of this **Section 4.c**, "**Taxes**" means any and all license, documentation, recording and registration fees, and all taxes (including income, gross receipts, sales, use, personal property (tangible and intangible), real estate, excise and stamp taxes), levies, tariffs, imposts, duties, assessments, fees, charges, and withholdings of any nature whatsoever, whether or not presently in existence or hereafter adopted, assessed or enforced, together with all penalties, fines, sanctions, additions to tax, or interest thereon, in each case imposed by any Governmental Authority. For the avoidance of doubt, each Party shall be responsible for all Taxes payable on its revenues and income.

d. Payment Terms**.** All amounts due under this Agreement shall be due and payable by Purchaser to Solar Company on or before the date that is 30 calendar days after Purchaser's receipt of Solar Company's invoice. Any undisputed portion of the invoice amount not paid within the 30-day period shall accrue interest at the annual rate of the Prime Rate published in the *Wall Street Journal* plus 2.5% each day that the undisputed portion of the invoice remains unpaid, but not to exceed the maximum rate permitted by applicable law. The Parties shall use good-faith efforts to resolve between them any disputes as to payments, and failing resolution, disputes shall be resolved in accordance with **Section 16**.

5. Environmental Attributes.

The delivery and sale of electricity to Purchaser under this Agreement includes the corresponding amount of Environmental Attributes As used in this Agreement:

a. "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System, including electricity from a System storage component, and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights to any Governmental Authority related to these avoided emissions, such as Green Tag Reporting Rights and renewable energy credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy PolicyAct of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Incentives. Without limiting the generality of the foregoing, Environmental Attributes include voluntary or statutory carbon trading credits, renewable energy credits or

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certificates, emissions reduction credits, investment credits, emissions allowances, green tags, and tradeable renewable credits.

b. "Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission and any state public utility commission that regulate sales of electric power in connection with the System), or any arbitrator with authority to bind a Person at law.

c. "Tax Incentives" means any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits, (d) tax exemptions or abatements, and (e) similar tax credits or grants under federal, state or local law relating to the construction,ownership, existence, production or storage of energy from the System.

d. Other Project Attributes.

The delivery and sale of electricity to Purchaser under this Agreement does not include the right to Tax Incentives or any other incentives, products or services associated with the ownership, or operation of the System (other than, for the avoidance of doubt, net metering or similar credit programs offered by the Utility), all of which, as between Solar Company and Purchaser, shall be owned by Solar Company.Purchaser shall cooperate with Solar Company in obtaining, securing and transferring the benefit of all Tax Incentives. Any reasonable out-of- pockets costs that Purchaser incurs in connection with such cooperation shall be paid or reimbursed by Solar Company within 30 days after request from Purchaser. ~~As used in this Agreement:~~

6. Obligations.

a. ~~The solar company~~ Solar Company is obligated to install the ~~PV system~~System per the Specification included as Attachment XX~~Solar Company's response to Purchaser's selectric generated by the System~~

~~a.~~b. Conditions to the Obligations of Both Parties. Solar Company's obligation to install the System and sell electric energy generated by the System to Purchaser, and Purchaser's obligation to purchase such electric energy, are conditioned on thecompletion or waiver (in a Party's reasonable discretion) of the following conditions:

i. The Site Lease shall have been executed by the parties thereto and be in full force and effect;

ii. A memorandum of the Site Lease shall have been recorded in the applicable land records if Solar Company has elected to do so in its capacity as Lessee under the Site Lease;

iii. Purchaser and Solar Company, as applicable, shall have executed and delivered all necessary agreements with the Utility for interconnection of the System to the Property electrical system or the Utility's electric distribution system, or both;

iv. Each of Purchaser and Solar Company shall have received all consents, in form and substance satisfactory to each Party, to enter into and perform its obligations

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under this Agreement that are required from any Person, including a Party's lenders and mortgagees. As used in this Agreement, "**Person**" means any individual, partnership, joint venture, company, corporation, limited liability company, limited duration company, limited life company, association, trust or other entity or organization;

v. Solar Company shall have obtained all zoning, land use, environmental, building and other permits from the applicable Governmental Authority required for Solar Company to install, construct, interconnect and operate the System and perform its obligations under this Agreement; and

vi. Receipt of written confirmation, in form and substance satisfactory to Solar Company and Purchaser, from any Person (other than Purchaser) holding the fee interest in, or a mortgage, lien or other contractual encumbrance, over the Property that could result in such Person taking ownership or possession of the Property, or any portion thereof, that such Person consents to and will recognize Solar Company's rights to the System and under this Agreement and the Site Lease.

~~b.~~c. Conditions to Solar Company's Obligations. In addition~~, to~~, Solar Company's obligation to install the System and sell electric energy generated by the System to Purchaser are conditioned on the completion to Solar Company's satisfaction (or waiver by Solar Company in its reasonable discretion~~sole discretion~~) of the following conditions:

i. Solar Company shall have completed a physical inspection of the Property and any additional analysis Solar Company desires and deems necessary to confirm the suitability of the Property for the System, including, if applicable, environmental reviews, structural engineering, wetland and habitat studies, meteorological studies, and geotechnical reviews. Solar Company shall have received a copy of all legal descriptions, data and drawings, environmental studies, reports, tests, inspections, and other documents related to the Property condition in Purchaser's possession or control, within 8 weeks of notice-to-proceed;

ii. Solar Company shall have received all approvals required to construct the System at the Property;

iii. Solar Company shall have entered into an agreement with a contractor for the design, construction and installation of the System;

iv. Solar Company shall have received results, satisfactory to Solar Company, of a recent Uniform Commercial Code lien search and real property search with respect to the Property;

v. Solar Company shall have obtained confirmation from the applicable Governmental Authority that Solar Company will receive all applicable Tax Incentives;

vi. Solar Company shall have received confirmation of the eligibility of the System for net metering from the Utility if net metering will be sought;

vii. Solar Company shall have obtained such other information or completed such

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other matters, including an analysis of Purchaser's historical electricity consumption and confirmation of economic feasibility, as are reasonably consistent with Good Solar Industry Practices prior to mobilizing for construction of the System;

viii. Purchaser shall have delivered to Solar Company proof of insurance required to be maintained by Purchaser (as Landlord) in accordance with the Site Lease; and

ix. Purchaser shall have delivered to Solar Company a subordination, non-disturbance and attornment agreement in form and substance reasonably satisfactory to Solar Company and Purchaser, executed by all of Purchaser's lenders and mortgagees holding alien on the Property.

~~ix.~~x.

~~c.~~d. Conditions Satisfaction. The Parties shall work together in good faith and use commercially reasonable efforts to satisfy all conditions set forth in **Section 6.a**, **Section 6.b**, and **Section 6.c** in a timely manner. Solar Company shall provide written notice to Purchaser when both (i) the conditions to Solar Company's and Purchaser'sobligations set forth in **Section 6.b** have been satisfied by the applicable Party or waived by both Parties, and (ii) Solar Company's conditions in **Section 6.c~~b~~** have been satisfied or waived by Solar Company (the date of such notice, the "**Conditions Satisfaction Date**"). Solar Company shall also provide written noticeto Purchaser of the date on which Solar Company expects to begin installation of the System. If any of the conditions listed above are not satisfied by the Anticipated Installation Commencement Date set forth in the Basic Terms, the Parties shall use good faith efforts to negotiate a later date for the satisfaction of the conditions, or, if the Parties are unable to negotiate such new dates within 30 days after the Anticipated Installation Commencement Date, either Party may terminate this Agreement following not less than 10 business days prior written notice to the other Party.

e. Construction Related Termination. If Solar Company determines in its sole discretion to not enter into an agreement with a contractor for the design, construction and installation of the System within the 30 days of contract signing, Solar Company shall promptly notify Purchaser thereof and either Party may terminate this Agreement with immediate effect upon written notice to the other Party and without any liability by reason of such termination and the Site Lease shall also terminate.

~~d.~~f. Commencement Related Termination. If the System has not achieved its Commercial Operation Date within 12 months after the Anticipated Commercial Operation Date (as extended by an ~~"~~Excusable Event~~" (as defined in the Site Lease)~~), then either Party may terminate this Agreement with not less than 10 business days prior written notice to the other Party given on or before the date the System achieves the Commercial Operation Date, and without any liability by reason of such termination. In such event, Solar Company will remove the System in accordance with Section ~~5.1~~4.4 of the Site Lease and the Site Lease shall also terminate. ~~In addition, if Solar Company determines in its sole discretion to not enter into an agreement with a contractor for the design, construction and installation of the System, Solar Company shall promptly notify Purchaser thereofand either Party may terminate this Agreement with immediate effect upon writtennotice to the other Party and without any liability by reason of such termination andthe Site Lease shall also terminate. In addition, if Solar Company determines in its sole discretion to not enter into an agreement with a contractor for the design, construction and installation of the System, Solar Company shall promptly notify~~

Commented [DB10]: please provide an example of this so that District can confirm acceptance of this obligation.

Commented [DB11]: Let's see what this looks like.

Commented [DB12]: what does the waiver look like?

Commented [DS13R12]: Both parties could agree to move forward with the project before receiving all consents, as an example. The waiver itself could be by email or a simple letter co-signed by both parties.

Commented [DB14]: Based on the interview, when do we expect this to be?

Commented [DB15]: design, construction, install occurring w/in-house staff, right? so this isn't relevant?

Commented [DS16R15]: A third party contractor will be used to design and install the system.

Commented [DB17R15]: ok.

Commented [MOU18]: I think that this delected section is necessary

Commented [DB19R18]: i don't think it belongs in Commencement Related Termination. I've moved it up to its own subsection.

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~~Purchaser thereof and either Party may terminate this Agreement with immediate effect upon written notice to the other Party and without any liability by reason of such termination and the Site Lease shall also terminate.~~

~~e.~~g. Site Lease Related Termination. In the event that the Site Lease is terminated for any reason, this Agreement shall be immediately terminated; *provided that* such termination shall not relieve Purchaser or Solar Company of any liability that arises out of the Site Lease or out of this Agreement prior to the termination hereof, including any Damages arising out of any events that caused the termination of the Site Lease or under **Section 11** with respect to termination of this Agreement.

7. Solar Company's Rights and Obligations.

a. System Design and Finalization. Solar Company shall be responsible for the design and engineering of the System and procurement of all System components. Solar Company may either before or after the Commercial Operation Date, at its option and in accordance with the Site Lease, include battery storage in the design, installation and operation of the System. The definition of "System" hereunder shall include any such battery storage components that are installed and operated by Solar Company as part of the System.

b. Net Metering. Solar Company shall use commercially reasonable efforts to facilitate Purchaser's inclusion in the current Utility net metering program (NEM2) which will be terminated by the Utility on April 14, 2026.

c. System Construction; Progress Reports. Solar Company shall cause its construction contractor to construct the System in accordance with Good Solar Industry Practices. As used in this Agreement, "**Good Solar Industry Practices**" means those practices, methods, equipment, specifications and standards of safety and performance, as to which there may be more than one, and as the same may change from time to time, as are commonly applied in connection with solar photovoltaic energy systems of a type and size similar to the System and in the same geographicregion as the Property that, in the exercise of reasonable judgment in light of the facts known at the time of determination, would be expected to result in an outcome consistent with applicable law, reliability, safety, economy, and efficiency.

d. Unexpected Property Conditions. If, after Solar Company has conducted reasonable due diligence and inspection of the Property, Solar Company incurs material delays or material additional costs to modify the design, construct, install or maintain the System due to (i) unforeseen conditions at the Property (such as unforeseen shading) or as a result of the acts or omissions of Purchaser or third parties that could not have been reasonably determined from such due diligence and inspection, (ii) unforeseen groundwork at the site (including excavation/circumvention of underground obstacles), (iii) unknown Hazardous Substances at the Property, or (iv) the inaccuracy of any information provided by Purchaser and relied on by Solar Company (collectively, "**Unexpected Property Conditions**"), then the Parties shall first agree to the validity of the unexpected nature of the condition. If the Parties are unable to agree upon the unexpected nature of the condition, a third party, agreeable to both Parties and whose compensation shall be evenly divided between the Parties, shall render a professional opinion on the unexpected nature of the condition to be accepted by both Parties. The Parties shall then ~~negotiate in goodfaith an equitable~~utilize the adjustment to the Energy Rate as included in **Exhibit 1**, schedule and other terms of this Agreement to compensate for the delays or costs incurred by Solar Company arising from such conditions ~~("Unexpected Property Conditions")~~. If the Parties are unable to agree on such an equitable adjustment within 60 business days

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thereafter, SolarCompany may terminate this Agreement and the Site Lease upon 10 business days prior written notice to Purchaser without any liability by reason of such termination otherthan to comply with its removal obligations under the Site Lease, if applicable. For clarity, failure to reach agreement on an adjustment to the Energy Rate, schedule and other terms of this Agreement shall not be construed as a breach of a Party's obligation to negotiate in good faith. If Solar Company does not exercise its termination right under this **Section 7.d**, this Agreement shall remain in effect on the terms set forth herein.

e. System Status Notice. Solar Company shall notify Purchaser within 24 hours following Solar Company's discovery of (i) any material malfunction in the operation of the System, or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Solar Company shall each designate personnel and establish procedures such that each Party may contact the other in connection with the System operations, including personnel to contact 24 hours a day in case of anemergency.

f. System Maintenance. Solar Company is obligated to maintain the System in good working order. The System shall operate as designed. Maintenance shall include panel cleaning at least once per year, complete system servicing at least once per year, IR imaging every two years, and all other PV system maintenance activities that are ~~standard for the industry at the time~~in accordance with Good Solar Industry Practice.

Commented [DS20]: BRE to confirm scope of maintenance commitment.

g. System Repair. Solar Company is obligated to repair the ~~system~~System in a timely fashion. Solar Company shall attempt to identify operating issues via the System DAS within 24 hours. If the malfunction cannot be identified via the DAS, Solar Company will schedule an onsite maintenance visit within 10 ~~working days~~Business Days. Any materials that are not operational upon the completion of the onsite visit will be ordered with ~~5~~five additional ~~working~~Business Days ~~days~~. Repairs will be completed within 10 ~~working days~~Business Days ~~if~~after identifying the issue or ~~of~~ receiving the necessary materials (whichever is later). Output at a level less than 90% of expected output for a 12-month period is considered a malfunction. Repairs for aesthetic reasons will be completed within 10 ~~days~~Business Days after ~~of~~ Purchaser notification to Solar Company.

h. Reporting.~~:~~ ~~The~~ Solar Company will provide annual system output performance reports and annual system O&M reports to Purchaser.

~~f.~~i. Maintenance Outages. Purchaser acknowledges that the System may from time to time be partially or fully shut down for maintenance or repair or if required by the Utility or any Governmental Authority. To the extent feasible, Solar Company will provide Purchaser with prior notice of any scheduled System outage for maintenance or repair that is expected to be longer than one day, and will provide Purchaser with notice as soon as practicable of any unscheduled outage that continues for more than one day.

~~g.~~j. Use of Contractors and Subcontractors. Solar Company may engage contractors and subcontractors to perform its obligations under this Agreement, *provided, that* such contractors and subcontractors shall be licensed in accordance with applicable law. Solar Company shall remain responsible for its obligations hereunder and the work performed by its contractors and subcontractors.

~~h.~~k. Warranty Disclaimer. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF

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MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE WARRANTIES AND COVENANTS EXPRESSLY STATED IN THIS AGREEMENT SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM REGARDING DEFECTS IN WORKMANSHIP OR ANY SYSTEM EQUIPMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

8. Purchaser's Additional Rights and Obligations.

a. Cooperation. Purchaser shall cooperate with Solar Company's reasonable requests for information and access to the Property for purposes of designing and installing the System.

b. Deemed Delivery. Except (i) in the case of a Force Majeure and (ii) where Purchaser undertakes any maintenance, repair, replacement, or other activities on the Property (including roof repair and replacement) that requires temporary disconnection of the System or any portion thereof, and such disconnection, displacement or relocation of the System continues for a period less than an aggregate of 48 daylight hours during any Contract Year, failure of the Property to accept energy produced by the System and required to be purchased by Purchaser hereunder for any reason will not excuse Purchaser from paying Solar Company the Energy Rate for electricity that, in Solar Company's reasonable estimation made as described below, could have been delivered from the System to the Delivery Point ("**Deemed Delivered Energy**"). Solar Company's estimate of lost energy production for purposes of determining the Deemed Delivered Energy will be based on historical energy delivery by the System during the same period in the prior 24 months, or, if such historical data is not available, then as modeled energy delivery by the System during the same period, corrected to the applicable meteorological conditions, and any other relevant information customarily used in such estimations, consistent with Good Solar Industry Practices. Any removal, storage and reinstallation of the System will be done under Solar Company's supervision. In addition, Purchaser shall pay or reimburse Solar Company's costs to remove, store and reinstall any portion of the System that is required to be removed in connection with Purchaser's maintenance.

c. Net Metering and RES-BCT. If Purchaser participates in a metering program necessary for Solar Company to deliver electricity to Purchaser from the System, Purchaser and Solar Company shall execute all documentation required for such metering and interconnection, and take reasonable action to comply with the requirements for such metering and interconnection. Purchaser shall own the benefits from the applicable metering program.

d. Data Line. Purchaser shall provide Solar Company high speed internet data access to enable Solar Company to receive and monitor data regarding the System,including energy load and output data and access to the Meter Data. Solar Company shall pay any reasonable data charges related to Solar Company's usage of such data line.

e. Breakdown Notice. Purchaser shall notify Solar Company within 24 hours following the discovery by Purchaser of (i) any material malfunction in the operation of the System, or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Solar Company promptly when it becomes aware of (i) an interruption in the supply of electrical energy from the System, or (ii) the discovery of an emergency condition affecting the System. Solar Company shall provide and update

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appropriate contact information to Purchaser.

Commented [DS22]: Please clarify / add contact information.

f. OSHA Compliance. To the extent applicable, each of Purchaser and Solar Company will comply with all applicable health and safety laws in connection with its obligations under this Agreement.

~~f.~~g. Purchaser has the right to reject price increases that result from as a result of Solar Company's Rights and Obligations, or Solar Company's unilateral changes to the specifications.

Commented [MOU23]: This results from the sole right to add batteries.

9. [Reserved] ~~Change in Law~~.

~~a. Change in Law Definition. As used in this Agreement, "Change in Law" means (i)the enactment, adoption, promulgation, modification, interpretation or repeal afterthe Effective Date of any applicable law or regulation or regulatory treatment of Solar Company, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similarlegislation), or (iii) a change in any Utility rate schedule or tariff approved by any Governmental Authority which, in the case of any of (i), (ii) or (iii) above, establishes additional requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other obligations of Solar~~

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~~Company that prevents, limits, increases the cost or reduces the benefit to Solar Company of performing its obligations under this Agreement.~~

~~Remedies. If any Change in Law occurs that increases the capital, financing, operating or maintenance costs of the System, or otherwise has a material adverse effect on Solar Company or the costs of owning, operating or maintaining the System, then the Parties shall negotiate in good faith to implement equitable adjustments to the Energy Rate and any amendments to this Agreement in order tosubstantially maintain the respective benefits and burdens of the Parties hereunder.If the Parties are unable to agree upon such amendments following 60 days of negotiation, then Solar Company may terminate this Agreement and the Site Leasewithout any cost or liability other than its removal obligations in accordance with the Site Lease. For clarity, failure to reach agreement on an adjustment to the Energy Rate or an amendment to this Agreement shall not be construed as a breach of a Party's obligation to negotiate in good faith. If Solar Company does not exercise its termination right under this Section 9.b, this Agreement shall remain ineffect on the terms set forth herein without change in the Energy Rate. If such Change in Law makes material performance hereunder by either Party a material violation of any applicable law or regulation so as to aeffect a frustration of purposeof this Agreement, then the affected Party may terminate this Agreement and the Site Lease upon 10 days prior written notice to the other Party. In addition, if a Change in Law results in a Party being subject to regulation as a public utility, theParty subject to regulation as a public utility may terminate this Agreement upon 10 days advance written notice to the other Party and (i) if the terminating Party isPurchaser, Purchaser shall pay the applicable Termination Payment and be responsible for the costs of removal of the System, and (ii) if the terminating Partyis Solar Company, Solar Company shall be responsible for the costs of removal ofthe System.~~

Commented [MOU24]: This is covered by Force Majuere

10. Metering, Measurement and Ownership of Data.

    a. Metering and Measurement. Solar Company shall install one or more revenue grade bidirectional meters (the "**Solar Company Meter**"), as Solar Company deems appropriate, at or immediately before the Delivery Point to measure the net delivered output of the System. The Solar Company Meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Solar Company shall maintain the Solar Company Meter in accordance with industry standards. If the Solar Company Meter's operation is interrupted at any time for any reason, or is found to be inaccurate and in need of repair or replacement, Purchaser will be charged for electricity delivered during such interruption or inaccuracy calculated in a manner consistent with the calculation of Deemed Delivered Energy in **Section 8.b**.

    b. Ownership of Meter Data. Solar Company shall own all data generated by the Solar Company Meter (the "**Meter Data**"). At Purchaser's request, Solar Company shall provide Purchaser access to the Meter Data in 15-minute increments. Each of Solar Company and Purchaser may copy, reproduce, alter, aggregate, use, distribute and make available to third parties Meter Data for its respective compliance and business purposes, including for research and development, data analysis, marketing, and to improve, develop and offer new products and services.

11. Default and Remedies; Termination.

    a. Default. As to the applicable Party, the occurrence of any of the circumstances listed below shall be deemed an event of default by such Party (such Party, "**Defaulting Party**") and each event of default shall be an "**Event of Default**":

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i. failure of a Party to pay any amount due and payable under this Agreement,other than an amount that is subject to a good faith dispute, within 30 business days following receipt of written notice from the other Party (the "**Non- Defaulting Party**") of such failure to pay;

ii. failure of a Party to substantially perform any other material obligation under this Agreement within 30 days following receipt of written notice from the Non-Defaulting Party demanding such cure; *provided, that* such 30 day cure period shall be extended (but not beyond an aggregate of 90 days) if and to the extent reasonably necessary to cure such obligation, and if (A) the Party failing to perform has initiated and is and continues to diligently pursue such cure and (B) no material adverse effect on the Non- Defaulting Party resulting from such failure to perform has occurred or is reasonably likely to occur during such period, including in connection with the financing of the System;

iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within 30 days following receipt of written notice from the Non- Defaulting Party demanding such cure;

iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect;

v. with respect to Purchaser, ~~an "Event of Default"~~ a Breach (as defined in the Site Lease) by Landlord has occurred and is continuing or with respect to Solar Company, ~~an "Event of Default"~~a Breach by Solar Company as defined in the Site Lease has occurred and is continuing;

vi. Purchaser fails to provide Solar Company, or its permitted assignees, with access to, on, over, under and across the Property pursuant to the Site Lease for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; or (b) performing all of Solar Company's other obligations under this Agreement and exercising any rights under the Site Lease.

vii. Solar Company fails to meet NEM2 requirements

viii. ~~Solar Company is purchased without providing legal transfer of its operations and maintenance obligations~~Solar Company assigns this Agreement other than in accordance with **Section 19.1**.

b. Remedies.

i. Remedies for Defaults. Without limitation of the foregoing, during the continuation of an Event of Default that has had or is reasonably likely to have a material adverse effect on the Non-Defaulting Party, the Non- Defaulting Party may terminate this Agreement or suspend performance ofits obligations under this Agreement with not less than five business days prior written notice to the Defaulting Party. Subject to the limitations herein, the Parties may exercise their rights and remedies under this Agreement and at law or in equity in connection

Commented [DS25]: 30 days is lengthy for late payments.

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with any breach of this Agreement or Event of Default, whether or not this Agreement is terminated by reason of such Event of Default. In addition:

(1) If Purchaser is the Defaulting Party, then Solar Company may suspend delivery of electricity from the System. Solar Company acknowledges and agrees that Solar Company and its Representatives will not take any action hereunder causing the Utility to be unable to provide electricity to Purchaser, the Property or the Building.

(2) [The provisions of the Performance Guarantee attached as **Exhibit 4** are Purchaser's sole and exclusive remedy for an Event of Default described in **Section 11.a.vii, viii and ix**.]

~~i.~~ii. Solar Company Additional Remedies Upon Termination for Purchaser Default. In addition to the remedies set forth in **Section 11.b.ii**, if Purchaser is the Defaulting Party and Solar Company terminates this Agreement as provided herein, then:

A if the termination date is prior to the Commercial Operation Date, Purchaser shall pay to Solar Company all of Solar Company's out of pocket costs and expenses reasonably incurred and accrued through the date of termination, including Solar Company's costs of due diligence and development costs and any procurement and installation work on the System incurred through the date of termination; and

B. if the termination date is on or after the Commercial Operation Date, Solar Company may, in its sole discretion, demand that Purchaser pay an amount equal to the greater of Fair Market Value and the applicable termination payment to Solar Company as shown in **Exhibit 3** (the "**Termination Payment**") for the applicable Contract Year, such payment (A) to be made to Solar Company within 30 business days after Solar Company's demand (it being understood that title and ownership to the System shall remain with Solar Company or its permitted assignee) and (B) once made, but without limitation of Purchaser's obligations under **Section 14** in respect ofthe claims of third parties, and notwithstanding **Section 11.b.i**, shall be Solar Company's exclusive remedy for such Event of Default.

iii. [Purchaser Additional Remedies Upon Termination for Solar Company Default. In addition to the remedies set forth in Section 11.b.ii~~i~~, if Solar Company is the Defaulting Party and Purchaser terminates this Agreement as provided herein, then:

A. if the termination date is prior to the Commercial Operation Date, Solar Company shall pay to Purchaser the value of the projected increased cost to Purchaser of being subject to the NBT Utility tariff for the Deemed energy production for the term of the PPA; and

B. if the termination date is on or after the Commercial Operation Date, Solar Company shall pay to Purchaser the value of the projected increased cost to Purchaser of being subject to the NBT Utility tariff for the Deemed energy production for the term of the PPA.]

The Parties acknowledge that actual damages in the event this Agreement terminates

Commented [DS28]: Appropriate remedies for termination due to Solar default to be discussed by the parties. Proposal is not market.

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prior to the expiration of the Term as the result of an Event of Default would be difficult to ascertain, and payment of the amount contemplated in **Section 11.b(ii)** is a reasonable approximation of the damages suffered by the other Party as a result of early termination of this Agreement and is not a penalty. Payment hereundershall not be less than zero. Each Party acknowledges and agrees that the other Party and its Representatives will not take any action hereunder causing the Utility to be unable to provide electricity to Purchaser.

c. Successor Owner.

~~ii.~~i. If Purchaser plans to sell or otherwise transfer ownership of its interest in the Property or this Agreement to any Person (the "**Successor Owner**"), then Purchaser shall give Solar Company not less than 30 days prior notice of the date of such transfer, and on the date of such transfer, this Agreement will be assigned to the Successor Owner and (i) the Successor Owner must accept assignment of this Agreement and assume the obligations of Purchaser in a writing that is enforceable by Solar Company, and (ii) the Site Lease will be duly assigned to the Successor Owner or its Affiliate simultaneously with this Agreement with such assignment in written recordable form that Solar Company is duly authorized by the Successor Owner to record in the applicable land records. From and after the effective date of such assignments, Purchaser shall have no further liability under this Agreement, other than as to matters arising or accruing prior to the effective date of such assignments.

~~iii.~~ii. If Solar Company plans to sell or otherwise transfer ownership of its interest in the Project or this Agreement to any Person, then Solar Company shall give Purchaser not less than 30 business days prior notice of the date of such transfer, and on the date of such transfer, this Agreement will be assigned to the successor owner and (i) the successor owner must accept assignment of this Agreement and assume the obligations of Solar Company in a writing that is enforceable by Purchaser, and (ii) the Site Lease will be duly assigned to the successor owner or its Affiliate simultaneously with this Agreement with such assignment in written recordable form that the s~~S~~uccessor o~~O~~wner is duly authorized to record in the applicable land records. From and after the effective date of such assignments, Solar Company shall have no further liability under this Agreement, other than as to matters arising or accruing prior to the effective date of such assignments.

12. Representations and Warranties.

a. General Representations and Warranties. Each Party represents and warrants to the other Party the following as of the Effective Date and the Conditions Satisfaction Date:

i. Organization; Authority; Enforceability. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement has been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and does not violate any applicable law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms (except as maybe limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

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ii. Approvals; Compliance with Laws. Except as are to be obtained in connection with performance of this Agreement, such Party has obtained all permits, licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement, and such Party is in compliance with all laws (including Environmental Laws) that relate to this Agreement in all material respects.

Commented [DS29]: Not needed here.

b. Purchaser's Additional Representations and Warranties. Purchaser represents and warrants to Solar Company the following as of the Effective Date and the Conditions Satisfaction Date:

i. Consents and Approvals; Ownership of Property and Other Agreements. ~~Except as set forth in Schedule 1:~~ (A) Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under or requires any consent or approval under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Property is bound; (B) there are no leases or other third party rights to the Property that would preclude Solar Company from installing and operating the System and selling electricity produced by the System to Purchaser; and (C) there are no title-related or zoning restrictions on installation or use of solar panels on the Property to generate electricity.

ii. Accuracy of Information. The information prepared by Purchaser and delivered to Solar Company in connection with the Property, Purchaser's planned use of the Property, and Purchaser's estimated electricity requirements, is accurate in all material respects; *provided that* any portion of such information that is based on information provided to Purchaser from third parties is, to Purchaser's actual knowledge, accurate in all material respects.

iii. Purchaser Status. Purchaser is not in the business of being a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.

iv. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.

v. Hazardous Substances. Except as has been disclosed to Solar Company in writing, to Purchaser's knowledge, there are no Hazardous Substances that exist on or under the Property that would impede installation or operation of the System.

c. Solar Company's Additional Representations and Warranties. Solar Company represents and warrants to Purchaser the following as of the Effective Date and the Conditions Satisfaction Date:

i. Other Agreements. Neither the execution and delivery of this Agreement by Solar Company nor the performance by Solar Company of any of its obligations under this Agreement conflicts with or will result in a breach or default under (or requires any consent or approval under) any agreement or obligation to which Solar Company is a party or by which Solar Company is bound, other than, in the

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case of required consents, (a) such consents as have been obtained and are in full force and effect and good standing and (b) consents and approvals that are to be obtained in connection with performance of this Agreement.

13. Ownership; Option to Purchase.

a. Option to Purchase. At the end of the 6th Contract Year, 12th Contract Year, and at the end of the Initial Term and the end of each Additional Term (each such date a "**Purchase Option Date**"), so long as Purchaser is not in default under this Agreement or the Site Lease, Purchaser may purchase the System from Solar Company (i) at the end of the 6th Contract Year and 12th Contract Year, for a purchase price equal to the greater of the Termination Payment as of such Purchase Option Date and the Fair Market Value of the System as of such Purchase Option Date, and (ii) at the end of the Initial Term and any Additional Term, for Fair Market Value of the System as of such Purchase Option Date. Purchaser shall ~~irrevocably~~ notify Solar Company of its intent to purchase the System at least 90 business days and not more than 180 business days prior to the Purchase Option Date, and the purchase shall be completed on or before the Purchase Option Date. As of such purchase, (i) Solar Company shall transfer to Purchaser or its Affiliate good and marketable title to the System and shall assign to Purchaser or such Affiliate any third party warranties in respect of the System then in effect, (ii) this Agreement shall thereupon terminate, (iii) the Site Lease shall thereupon terminate, and (iv) Purchaser shall assume responsibility for the System. Following the purchase, Solar Company shall have no further liabilities or obligations hereunder other than obligations arising prior to such termination.

b. Determination of Fair Market Value. As used in this Agreement, "**Fair Market Value**" means the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, (i) the age, condition and performance of the System, *provided that* equipment shall be valued on an installed basis, shall not be valued as scrap, and shall be valued without the costs of removal from a current location, and (ii) the remaining useful life of the System, including the expected price of electricity [and Environmental Attributes] and Tax Incentives. If the Parties are unable to agree on the Fair Market Value of the System, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System using the formulation set forth herein, and the independent appraiser shall set forth such determination in a written opinion delivered to the Parties. The valuation made bythe appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

14. Indemnification.

a. General. Each Party (the "**Indemnitor**") shall defend, indemnify and hold harmlessthe other Party and the other Party's Affiliates and its and their directors, officers, shareholders, partners, members, agents and employees (collectively, the "**Indemnitees**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Damages**") resulting from any third party claim (each, a "**Claim**") in connection with the breach of any representation or warranty made herein, from injury to or death of persons, or damage to or loss of property to the extent caused by or arising out of the negligence of willful misconduct of the Indemnitor (or its contractors, agents or employees); *provided, that*

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nothing herein shall require the Indemnitor to indemnify the Indemnitee for any Damages to the extent caused by or arising out of the negligence, willful misconduct or fraud by the Indemnitee. This **Section 14.a** shall not apply to liability arising from any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by **Section 14.c**. As used in this Agreement, (1) "**Affiliate**" means, as to a Party, any other entity that, directly or indirectly, owns or Controls, is owned or Controlled by or isunder common ownership or Control with such entity; *provided, however*, for purposes of this Agreement, in no event will Solar Company and Purchaser be considered Affiliates; and (2) "**Control**" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

b. Notice and Participation in Third Party Claims. Each Party shall promptly notify the other Party of any Claim or threatened Claim, demand or proceeding in respect of which it is or may be entitled to indemnification under this **Section 14**. Such notice shall be given as soon as reasonably practicable after the relevant Party becomes aware of the Claim or threatened Claim, demand or proceeding. The Indemnitor shall be entitled to assume and control the defense of such claim, action,suit or proceeding at its expense with counsel of its selection, provided (i) it gives prompt notice of its intention to do so to the Indemnitee and reimburses the Indemnitee for the reasonable costs and expenses incurred by the Indemnitee priorto the assumption by the Indemnitor of such defense, and (ii) such counsel is reasonably acceptable to the Indemnitee. Unless and until the Indemnitor acknowledges in writing its obligation to indemnify the Indemnitee and assumes control of the defense of a Claim in accordance with this **Section 14.b**, the Indemnitee shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any Claim by any third party alleged or asserted against the Indemnitee in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs thereof shall be subject to the obligations of the Indemnitor under this **Section 14**. Following the acknowledgement of the indemnification and the assumption of the defense by the Indemnitor, the Indemnitee shall have the right toemploy its own counsel and such counsel may participate in such Claim, but the fees and expenses of such counsel shall be at the expense of such Indemnitee, whenand as incurred, unless (i) the employment of counsel by such Indemnitee has beenauthorized in writing by the Indemnitor, (ii) the Indemnitee shall have reasonably concluded that there is an actual conflict of interest between the Indemnitor and the Indemnitee in the conduct of the defense of such action, or (iii) the Indemnitee shall have reasonably concluded on the advice of qualified counsel and specifically notified the Indemnitor either that there may be specific defenses available to it thatare different from or additional to those available to the Indemnitor or that such Claim involves or could have a material adverse effect on the Indemnitee beyond the scope of this Agreement.

c. Environmental Indemnification. Solar Company shall indemnify, defend and hold harmless all of Purchaser's Indemnitees from and against all Claims and Damages arising out of or relating to the existence at, on, above or below the Property of any Hazardous Substance to the extent deposited, spilled or otherwise caused by Solar Company or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless Solar Company's Indemnitees from and against all Claims and Damages arising out of or relating to the existence at, on, above, below or near the Property of any Hazardous Substance, except to the extent of Hazardous Substance (1) deposited, spilled or otherwise caused by Solar Company or any of its contractors or agents, or (2) unknown to Purchaser prior to the Effective Date.

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d. Notification. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Property generally or any deposit, spill or release of any Hazardous Substance. As used in this Agreement:

i. "**Hazardous Substance**" means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials,""extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulatedsubstances," or words of similar import under any Environmental Laws, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited orregulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

ii. "**Environmental Law**" means any applicable federal, state, municipal or local law, statute, rule, regulation, ordinance, code, judgment, decree or decision implementing any of the foregoing by any Governmental Authority relating to (A) the protection of the air, water, land or natural resources or (B) the generation, use, handling, treatment, storage, disposal and transportation of Hazardous Substances.

15. Limitations of Liability.

a. No Consequential Damages. EXCEPT AS AND TO THE EXTENT SPECIFICALLY PROVIDED FOR IN THE CALCULATION OF THE TERMINATION PAYMENT OR AS PROVIDED IN SECTION 11.b., NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, (a) ACTUAL DAMAGES, COMPENSATORY DAMAGES AND DIRECT DAMAGES, AND (b) THE RECAPTURE OF ANY TAX BENEFITS OR TAX CREDIT AND ANY RELATED PENALTIES AND INTEREST, IN EACH CASE SHALL NOT CONSTITUTE CONSEQUENTIAL OR OTHER PROHIBITED DAMAGES FOR PURPOSES OF THIS THIS AGREEMENT; *PROVIDED THAT* FOR THE AVOIDANCE OF DOUBT, SOLAR COMPANY ACKNOWLEDGESTHAT PAYMENT SPECIFIED BY SECTION 11~~2~~1.b.ii.B SHALL BE DEEMED TO INCLUDE SATISFACTION OF ANY DAMAGES RESULTING FROM THE RECAPTURE OF TAX BENEFITS AND TAX CREDITS.

b. No Party shall be liable for any damages hereunder that are duplicative of any other damages hereunder or under the Site Lease by reason of the facts and loss giving rise to such damages constituting more than one breach of this Agreement or constituting a breach of both this Agreement and the Site Lease.

c. Actual Damages. Other than with respect to claims of third parties indemnified by Solar Company hereunder, Solar Company's aggregate liability under this Agreement arising out of or in connection with the performance or non- performance of this Agreement shall not exceed an amount equal to ~~the greater of or of~~(i) ~~the~~ the proceeds from any insurance applicable to such damages under insurance coverage that Solar Company is required to maintain in effect hereunder ~~and (ii) $100,000~~ (such amount, the "**Solar**

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Company Liability Cap"). The provisions of this **Section 15.c** shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Solar Company must be brought within one year after the cause of action accrues and is known to Purchaser.

d. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON LIABILITY SET FORTH IN **SECTION 15.a** AND **15.c** SHALL NOT APPLY WITH RESPECT TO (i) CLAIMS MADE BY, DAMAGES INCURRED BY, OR AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO AN INDEMNITY GIVEN HEREUNDER, (ii) AMOUNTS THAT ARE COVERED BY INSURANCE PROCEEDS RECEIVED OR RECEIVABLE FROM A PARTY'S INSURANCE, IT BEING THE PARTIES' SPECIFIC INTENT THAT THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS **SECTION 15** WILL NOT RELIEVE THE INSURERS' OBLIGATIONS FOR SUCH INSURED RISKS, OR (iii) CLAIMS ARISING OUT OF A PARTY'S OR ANY ITS INDEMNITEE'S WILLFUL MISCONDUCT OR FRAUD.

16. Dispute Resolution. The Parties shall attempt to first resolve informally any dispute arising from or relating to this Agreement. If after a good faith attempt at such informal dispute resolution either Party believes that such attempts will not be successful, such Party may initiate binding arbitration in either Santa Rosa or San Francisco, California. The arbitration shall be administered by JAMS or other agreed upon recognized arbitration service in accordance with its Comprehensive Arbitration Rules and Procedures using a panel of three arbitrators, and judgment on any award may be entered in any court of competent jurisdiction. Each Party shall select one arbitrator. The arbitrators selected by the parties will select a third arbitrator who will be the chair. If the Parties agree, a mediator may be engaged prior to arbitration. The prevailing Party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs, provided that the cost of mediation shall be borne equally by the Parties notwithstanding the outcome of any arbitration or judicial proceeding. Purchaser hereby grants a limited waiver of sovereign immunity from suit to compel or enforce Landlord's compliance with the terms of this Lease.

~~a. Resolution by Parties. If a Dispute arises between Solar Company and Purchaser in connection with this Agreement, then, the Parties shall attempt to resolve such Dispute through senior management negotiations. Either Party may, by notice to the other Party, request a meeting to initiate negotiations to be held at a mutually agreed time and place (either in person or by phone) within ten business days afterthe other Party's receipt of such request. If the Dispute has not been resolved by senior management within 30 days after commencement of such seniormanagement negotiations, either Party may pursue available remedies under the terms of this Agreement. The Parties shall attempt to resolve all Disputes promptly,equitably and in good faith. The costs and fees associated with a meet and confer or mediation shall be split equally between the Parties.~~

~~b. Venue. THE VENUE FOR ANY ACTION BROUGHT UNDER THIS AGREEMENT SHALL BE THE UNITED STATES FEDERAL COURTS LOCATED WITHIN FULTON RIVERSIDE COUNTY, GEORGIA CALIFORNIA(OR, IF JURISDICTION IS NOT AVAILABLE IN THE UNITED STATES FEDERAL COURTS, THE STATE COURTS LOCATED IN ATLANTA, GEORGIA). EACH PARTY CONSENTS TO PERSONAL JURISDICTION IN ANY ACTION BROUGHT INTHE UNITED STATES FEDERAL COURTS LOCATED WITHIN RIVERSIDE COUNTY, CALIFORNIA FULTON COUNTY, GEORGIA (OR, IF JURISDICTION IS NOT AVAILABLE IN THE UNITED STATES FEDERAL COURTS, TO PERSONAL JURISDICTION IN ANY ACTION, BROUGHT IN THE STATE COURTS LOCATED INATLANTA, GEORGIACALIFORNIA) WITH RESPECT TO ANY DISPUTE, CLAIM OR~~

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~~CONTROVERSY ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS AGREEMENT, AND EACH OF THE PARTIES AGREES THAT ANY ACTION INSTITUTED BY IT AGAINST THE OTHER WITH RESPECT TO ANY SUCH DISPUTE, CONTROVERSY OR CLAIM. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS AGREEMENT. IN ADDITION, EACH PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ONTHE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW ORHEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION IN THE RESPECTIVE JURISDICTIONS REFERENCED IN THIS SECTION. THEPARTIES ACKNOWLEDGE AND AGREE THAT ANY DISPUTE THAT RELATES TO BOTH THIS AGREEMENT AND THE SITE LEASE MAY BE COMBINED INTO ONE ACTION.~~

~~c. Prevailing Party. Should any suit or action be commenced in connection with anyDispute in question between the Parties arising out of or related to this Agreement,to obtain a construction of or to enforce any provision of this Agreement, to rescindthis Agreement, or to enforce or collect any award obtained during arbitration or any judgment or decree of any court relating to this Agreement, the prevailing Partyshall be entitled to recover its reasonable attorneys' and expert witnesses' fees andother costs, disbursements and expenses incurred in the arbitration, at trial, on review for appeal and on appeal, as well as on review for reconsideration and on reconsideration at any stage in the process, as the court may adjudge reasonable.~~

~~d. Judicial Reference.~~

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~~(a) Any and all disputes, claims and controversies arising out of, connected with or relating to this Agreement or the transactions contemplated hereby (individually, a "Dispute") that are brought before a forum in which pre- dispute waivers of the right to trial by jury are invalid under applicable lawshall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided herein or therein. Disputes may include tort claims, counterclaims, claims brought as class actions, claims arising fromdocuments executed in the future, disputes as to whether a matter is subjectto judicial reference, or claims concerning any aspect of the past, present orfuture relationships arising out of or connected with Agreement.~~

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~~(b) Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure ("CCCP") §§ 638et seq.~~

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~~(c) The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least 10 years' experience practicing commercial law selected by mutual agreement of theParties. The Parties shall not seek to appoint a referee that may be disqualified pursuant to CCCP § 641 or 641.2 without the prior written consent of both Parties.~~

~~(d) If the Parties are unable to agree upon a referee within ten days after one Party serves a written notice of intent for judicial reference upon the other Parties, then the referee will be selected by the court in accordance with CCCP § 640(b). If the referee is selected by the court in accordance with CCCP § 640(b), each Party will have one peremptory challenge pursuant toCCCP §170.6.~~

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~~(e) The referee will be appointed to sit as a temporary judge, with all of the powers for a temporary judge, as authorized by law, and upon selection should take and subscribe to the oath of office as provided for in Rule 2.831of the California Rules of the Court (or any subsequently enacted Rule). Thereferee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCCP, the Rules of Court, and the California Evidence Code, except as otherwise specifically agreed by the Parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with CCCP §§ 644 and 645. The decision of the referee shall be appealable to the sameextent and in the same manner that such decision would be appealable if rendered by a judge of the superior court. The Parties expressly reserve theright to findings of fact, conclusions of law, a written statement of decision,and the right to move for a new trial or a different judgment, which new trial, if granted, will also be a reference proceeding hereunder.~~

~~(f) If a Dispute includes multiple claims, some of which are found not subjectto this Agreement, the Parties shall stay the proceedings of the claims not subject to this Agreement until all other claims are resolved in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever theDisputes subject to this Agreement and resolve them in accordance with thisAgreement.~~

~~(g) During the pendency of any Dispute that is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shallbear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation ofthe referee shall not exceed the prevailing rate for like services. Theprevailing Party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged tothe prevailing Party by its counsel, in such amount as is determined by the referee.~~

~~(h) In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.~~

~~(i) This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.~~

~~e. THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638.~~

17. Force Majeure.

a. As used in this Agreement, "**Force Majeure**" means any circumstance not within the control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be

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prevented or avoided by the affected Party; and (b) such circumstanceis not due to the affected Party's negligence or intentional misconduct. Subject to the foregoing conditions, and except as otherwise provided herein, Force Majeure events may include events or occurrences in the nature of (i) strikes or other labor disputes other than strikes or labor disputes solely by employees of the Party claiming the Force Majeure event (or its Affiliates or contractors) or as a result of such Party's failure to comply with a collective bargaining agreement, (ii) riot or civil unrest, epidemics, pandemics, earthquakes, severe weather, fire or other physical or natural disaster, (iii) work stoppages, slowdowns, labor or manpower shortages, equipment or material shortages, or (iv) actions or failures to act of any Governmental Authority ~~(including actions contemplated by **Section 9**)~~including a change in applicable law that prevents, limits, increases the cost or reduces the benefit to Project Company of performing its obligations under this Agreement, in each case to the extent such failure to perform, by exercise of due diligence and foresight, could not reasonably have been avoided. ~~A Force Majeure event shall not include any inability to make any payments that are due hereunder.~~ Events related to natural disasters shall be deemed Force Majeure as determined by evacuation warnings by the relevant Government Authority.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, such Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; *provided*, *that*: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all commercially reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible.

c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event.

d. If a Force Majeure event continues for a period of 12 months or more and prevents a material part of the performance by a Party hereunder, either Party shall have theright to terminate this Agreement without fault or further liability to either Party (except with respect to amounts accrued but unpaid prior to termination). In such event, Solar Company will remove the System in accordance with Section ~~5.1~~4.4 of the Site Lease.

18. Assignment and Financing.

a. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing,

i. Solar Company may (A) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (B) directly or indirectly assign this Agreement and the System to an Affiliate of Solar Company, (C) assign this Agreement and the System to any entity through which Solar Company is obtaining financing or capital for the System,

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including to the counterparty to any sale-leaseback agreement executed by Solar Company with respect to the System (in which event it is understood by the Parties that Solar Company or its Affiliate will be the lessee of the System under such sale-leaseback agreement), (D) assign this Agreement and the System to any Person succeeding to all or substantially all of the assets of Solar Company, (E) assign this Agreement and the System to any assignee that (1) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System or will contract with Persons that have such experience and (2) has the financial capability to perform Solar Company's obligations hereunder, and (F) to a successor owner in accordance with **Section 11.c**; and

ii. Purchaser may (A) collaterally assign its interests in this Agreement to any Financing Party, and (B) assign this Agreement, to a Successor Owner in accordance with **Section 11.c**.

In the event of any of the foregoing assignments (except for collateral assignment by Solar Company to a Financing Party), the assigning Party shall be released from all its liabilities and other obligations under this Agreement.

b. Financing. The Parties acknowledge that Solar Company or Purchaser may obtain financing or other credit support from one or more Financing Parties. "**Financing Parties**" means a Person providing construction or permanent financing to Solar Company or Purchaser or, if applicable, any Person to which Solar Company has transferred the ownership interest in the System for financing purposes, including tax equity financing (or the agent of such Person) and the counterparty to any sale-leaseback agreement related to the System. In connection with such financing, (i) within five business days after receipt of a written request by a Party, the other Party shall execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Party and the Financing Parties, and (ii) the other Party shall accept performance and cure hereunder from a Financing Party as if it were the Party that is the borrower under such financing.

19. Confidentiality.

a. Confidentiality. If either Party provides confidential information, including this Agreement, business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of such Party's business ("**Confidential Information**") to the other Party or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other Party, the receiving Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance and enforcement of this Agreement, including to obtain financing for the System. Notwithstanding the above, (x) a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and Affiliates, potential lenders and owners, and potential assignees of this Agreement who have a need to know (provided and on conditionthat such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), and (y) Meter Data shallnot be considered Confidential Information. Any recipient of Confidential Information subject to clause (x)

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above shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat suchinformation confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shallbe considered Confidential Information for purposes of this Section 19.a, except asset forth in Section 19.b. All Confidential Information shall remain the property ofthe disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured bya breach of this **Section 19.a** by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of an actual or threatened breach of this **Section 19.a**. To the fullest extent permitted by applicablelaw, such remedies shall not be deemed to be the exclusive remedies for a breach of this **Section 19.a**, but shall be in addition to all other remedies available at law or in equity.

b. Permitted Disclosures. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validlyissued subpoena or is necessary to enforce this Agreement, (iii) is independently developed by the receiving Party, or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

20. Miscellaneous Provisions

a. Governing Law. This Agreement is made in and will be governed by the laws of California. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party will not be employed in the interpretation of this Agreement. In interpreting this Agreement, time is of the essence.

b. Notices.

Notices, consents or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and will be sent to the respective Parties as follows (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph) and will be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Purchaser: Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

To Project Company: Staten Solar, Inc.

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~~b.~~c. Further Assurances. Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions ofobligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

~~c.~~d. Right of Waiver. No failure of a Party to enforce any term of this Agreement will be deemed to be a waiver, and no waiver will be implied by any course of dealing or course of performance. No exercise of any right or remedy under this Agreement by Purchaser or Solar Company shall constitute a waiver of any other available right or remedy. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be in writing and limited as expressly provided therein and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future or any other performance.

~~d.~~e. Non-Dedication of Facilities. Nothing herein shall be construed as the dedication by either Party of its properties or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's property or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement.

~~e.~~f. Service Contract. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filingssuggesting that it is anything other than a purchase of electricity from the System.

~~f.~~g. No Partnership. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

~~g.~~h. Entire Agreement, Modification, Invalidity, Counterparts. This Agreement and the Site Lease completely and exclusively state the agreement of the Parties and their Affiliates regarding their subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding their subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts, which may be delivered electronically, and each counterpart shall be considered an original and together shall comprise the same Agreement. Delivery of an executed counterpart signature page by electronic transmittal (.pdf) is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement.

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~~h.~~i. Negotiated Terms. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. This Agreement is the result of arm's-length negotiations from equal bargaining positions.

~~i.~~j. Forward Contract. The transaction contemplated under this Agreement constitutesa "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

~~j.~~k. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person.

l. Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, **Section 7.h** (Warranty Disclaimer), **Section 11.b** (Remedies), **Section 12** (Representations and Warranties), **Section 14** (Indemnification), **Section 15** (Limitations of Liability), **Section 16** (Dispute Resolution), **Section 19** (Confidentiality), and **Section 22** (Miscellaneous).

~~k.~~m. Insurance.

i. At all times during the Term, Solar Company shall maintain the following insurance: (A) Professional Liability Insurance: $2,000,000 Each Occurrence, $2,000,000 Aggregate; (B) Workers Compensation & Employers Liability Insurance: $1,000,000 Each Accident, $1,000,000 Disease – Each Employee, $1,000,000 Disease – Policy Limit, (C) General Liability Insurance: $1,000,000 Each Occurrence, $2,000,000 General Aggregate, $2,000,000 Products – Completed Operations Aggregate; (D) Automobile Liability Insurance: $1,000,000 Combined Single Limit Each Accident; and (E) Excess Liability Insurance: $2,000,000 Each Occurrence / $2,000,000 General Aggregate. Solar Company's coverage may beprovided as part of an enterprise insurance program.

ii. Solar Company's insurance policies shall (i) contain a provision whereby the insurer agrees to give Purchaser at least 30 business days (10 days for non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Ratingin the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to Purchaser. Solar Company shall cause its insurers providing the coverage required by this Agreement to be endorsed to waive any rights by the insurer to subrogate against Purchaser and its Affiliates, and its and their directors, officers, and employees.

iii. Upon Purchaser's request, Solar Company shall deliver to Purchaser certificates of insurance evidencing the above required coverage. Purchaser's receipt, review or acceptance of such certificate shall in no way limit or relieve Solar Company of the duties and responsibilities to maintain insurance as set forth in this Agreement. Upon Solar Company's request, Purchaser shall deliver to Solar Company certificates of insurance evidencing the coverage required of Purchaser

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(as Landlord) under the Site Lease. Solar Company's receipt, review or acceptance of such certificate shall in no way limit or relieve Purchaser of the duties and responsibilities to maintain insurance as set forth in the Site Lease.

iv. Solar Company shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement by Purchaser, in which case Purchaser is responsible for payment of Solar Company's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

v. On its general liability, auto liability, and excess/umbrella liability insurance policies, Solar Company shall include an endorsement to the policy naming Purchaser and its successors, assigns, partners, directors, officers, employees, representatives and agents, as additional insureds for premises operations, product liability, and completed operations through theexpiration of any applicable Statutes of Repose.

vi. The Commercial General Liability, Comprehensive Motor Vehicle Liability and Excess insurance policies required in this **Section 20.m** shall state that such policies are primary and non-contributory with any insurance or self- insurance maintained by Purchaser.

vii. Upon Solar Company's request, Purchaser shall deliver to Solar Company certificates of insurance evidencing Purchaser's general liability, auto liability, and excess/umbrella liability insurance policy coverage.

~~l.~~n. Estoppel Certificates. Purchaser and Solar Company shall each, from time to time,within five business days after receipt of the other Party's written request therefor, deliver to the requesting Party a written statement addressed to such Party and/or to any lender in connection with the Property (as to Purchaser) and Financing Party (as to Solar Company), an estoppel certificate (each an "**Estoppel Certificate**") certifying such matters (to the extent true) as the following: (i) that this Agreement (together with any amendments) is unmodified and in full force and effect; (ii) that the applicable Party has not assigned this Agreement or its interest herein; (iii) the term of this Agreement; (iv) that to such Party's knowledge, the other Party is not in breach of this Agreement and no Event of Default is continuing hereunder (or stating any breach or Event of Default known to the certifying Party); and (v) such other matters as are reasonably requested by the lender or Financing Party.

~~m.~~o. Defined Terms Reference.

Additional Term	Specified Terms
Affiliate	Section 14.a.
AML Measure	Section 12.a.ii.A.
CCCP	Section 16.d(b)
Claim	Section 14.a.
Commercial Operation Date	Section 3.a.
Conditions Satisfaction Date	Section 6.c.
Confidential Information	Section 19.a.
Contract Year	Section 4.a.
Control	Section 14.a.
Damages	Section 14.a.

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Deemed Delivered Energy	Section 8.b.
Defaulting Party	Section 11.a.
Delivery Point	Exhibit 2
Dispute	Section 16.a.
Embargoed Territory	Section 12.a.ii.B.
Energy Rate	Section 4.a.
Environmental Attributes	Section 5.a.
Environmental Law	Section 14.d.
Estoppel Certificate	Section 20.n.
Event of Default	Section 11.a.
Excusable Event	Section 3.d.
Fair Market Value	Section 13.b.
Financing Parties	Section 18.b.
Force Majeure	Section 17.a.
Good Solar Industry Practices	Section 7.c,
Governmental Authority	Section 5.b.
Hazardous Substances	Section 14.d.
Indemnitees	Section 14.a.
Indemnitor	Section 14.a.
Initial Term	Section 3.a.
Installation Commencement Date	Specified Terms
Meter Data	Section 10.b.
Non-Defaulting Party	Section 11.a.i.
OFAC	Section 12.a.ii.C.
Person	Section 6.a.iv.
Property Lease	Section 12.b.v
Purchase Option Date	Section 13.a.
Purchaser	Preamble
REC Value	Section 8.b.
Representatives	Section 19.a.
Sanctions Measure	Section 12.a.ii.E.
Sanctioned Person	Section 12.a.ii.D.
Site Lease	Section 3.c.
Solar Company	Preamble
Solar Company Liability Cap	Section 15.c.
Solar Company Meter	Section 10.a.
Successor Owner	Section 11.c.
Taxes	Section 4.c.
Tax Incentives	Section 5.c.
Term	Section 2
Termination Payment	Section 11.b.ii.A.
Unexpected Property Conditions	Section 7.d.
Utility	Section 2.
Utility Bill	Exhibit 1
Utility Rate	Exhibit 1

[End of General Terms and Conditions]

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Exhibit 1
Energy Rate

Year	Rate $/kWh
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Scope Changes: If changes in project scope occur and such additional scope and associated costs go beyond or below those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such associated costs, and, within 30 days of receipt of notice from Provider reasonably substantiating the associated costs, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

i. Purchaser will pay or receive in refund the entire amount of such associated costs, and the kWh rate as stated in PPA Rate Table will remain unchanged.
ii. For every $0.01 per watt DC of such associated costs, the kWh rate in PPA Rate Table will increase or decrease by $0.00025 per kWh for the RES BCT and $0.0005 for the NEM2 Projects..

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Exhibit 2
System Description

1. System Location ("Delivery Point"): Building Electrical System

2. System Size (DC kW): [ ]

a. Based on the final design and engineering process, Solar Company may increase or decrease the size of a System by up to 3% without Purchaser's approval.

3. Expected First Year Energy Production (kWh): [ ]

a. Subject to change based on final design and engineering.

4. Expected Structure: [ ] Ground Mount [ ] Roof Mount [ ] Canopy [ ] Other

5. Expected Module(s) (subject to change at Solar Company's reasonable discretion):

Manufacturer/Model	Quantity
Manufacturer: Trina Solar Model: [ ]	Quantity: [ ]

6. Expected Inverter(s) (subject to change at Solar Company's reasonable discretion):

Manufacturer/Model	Quantity
Manufacturer: CPS Model: [ ] kW	Quantity: [ ]

7. Property and System Layout: See Attachment A

8. Utility: [ ]

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Attachment A to Exhibit 2
Property and System Layout

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Exhibit 3
Termination Payment

Contract Year	Termination Value
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Exhibit 4
Performance Guarantee

~~Schedule 1~~
~~Purchaser Consents and Approvals~~

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Exhibit 5
Construction Specifications

~~None.~~

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Performance Guarantee ~~Template~~

~~We are committed to maintaining the performance of the solar photovoltaic systems at levels equal to the predicted annual kWh output levels listed within the proposal. The performance guarantees shall continue till the system is maintained by us.~~ The ~~proposer anticipates that the~~ System will produce the Expected Energy set forth below and ~~guarantees that~~the Actual Generation will not be less than ~~the Guaranteed Electricity Production,~~ 90% of the E~~e~~xpected Energy (Guaranteed Electricity Production). ~~To obtain the true average, a three-year generation period will be considered to calculate the performance guarantee.~~. Solar Company will provide Purchaser with an Annual Energy Report. Based on the Report from the first year, the Solar C~~c~~ompany will take commercially reasonable action to address shortfalls in output. Shortfall is defined as output of less than 90~~5~~% of Projections over a 12-month period. Actions shall consist of repairs, adding panels, additional cleanings, etc.

The first Guarantee Output Calculation and Guarantee Payment ~~true-up~~Payment will be based on a three-year average, and ~~true-ups~~ will occur ~~on years 3, 6, 9, etc.,~~every three years thereafter ~~through~~during the term of the A~~a~~greement.

To calculate the 90% threshold, the system's actual generation will be compared to the Expected Energy output after adjustment for measured metrological conditions per the Weather Adjustment/variance and as adjusted as described under "Adjustment of Expected Energy" below. ~~in a true-up period of Thirty (36) months basis~~. Any excess energy produced in each true-up period cannot be applied towards ~~covering~~ shortfalls in kWh production in subsequent periods.

Commented [DS1]: Why can't excess energy be applied to future shortfalls?

Guaranteed Output Calculations:

- Provider shall calculate the Annual Deficit for each Guarantee Period during the Term:
  Annual Deficit = ((Expected Energy x Guarantee Level) x Weather Adjustment) - Actual Generation
- Where "Weather Adjustment" means the following ratio:

$$\frac{\text{Simulated energy in a Measured Metrological Year}}{\text{Simulated energy for a standard Metrological Year}}$$

Commented [MOU2]: What tool will be used for these Simulations?

- For each Guarantee Period, the Provider shall calculate the Annual Deficit.

Guarantee Payment:

- At the end of each True-up Period of Three Years:
  (i) if the ∑ Annual Deficits > 0, then Provider shall pay to Customer an amount equal to the product of (i) the Annual Deficit and (ii) the blended Energy Price per kWh for each Guarantee

Period, with each product then aggregated for the Guarantee Periods comprising such True-Up Period.

(ii) Provider shall, by invoice, promptly notify Customer of any Guarantee Payment due. A Guarantee Payment shall be payable within thirty (30) days of the date of such invoice.

(iii) Provider shall provide Customer with a report detailing the calculations set forth in the "Guaranteed Output Calculations" and the "Guarantee Payment" Sections. This report shall contain sufficient information for the Customer to be able to determine the accuracy of the Provider's conclusion as the amount, if any, of Guarantee Payment.

Blended Energy Price: Blended rate ~~shall be calculated during "True-up" period of previous 36 months at the time of performance guarantee calculation. The Blended Rate is based on the previous 36 months of total energy cost divided by the total kWh~~is shown in the Table below.

Year	NEM2 Sites	RES-BCT Site
1	$0.0476	$0.0262
2	$0.0500	$0.0275
3	$0.0525	$0.0289
4	$0.0551	$0.0304
5	$0.0579	$0.0319
6	$0.0608	$0.0335
7	$0.0638	$0.0351
8	$0.0670	$0.0369
9	$0.0703	$0.0387
10	$0.0738	$0.0407
11	$0.0775	$0.0427
12	$0.0814	$0.0449
13	$0.0855	$0.0471
14	$0.0898	$0.0495
15	$0.0942	$0.0519
16	$0.0990	$0.0545
17	$0.1039	$0.0573
18	$0.1091	$0.0601
19	$0.1146	$0.0631
20	$0.1203	$0.0663
21	$0.1263	$0.0696
22	$0.1326	$0.0731
23	$0.1392	$0.0767

24	$0.1462	$0.0806
25	$0.1535	$0.0846

Actual Generation Measurement:

The process for measuring Actual Generation for each Guarantee Period shall be:

- **Initial Output Data Collection**. During the Term, the Provider will collect energy output data using its Data Acquisition System. For each Guarantee Period, the Provider will sum the daily kWh output provided by the DAS to calculate the Actual Generation for such Guarantee Period.
- **Equipment Calibration and Replacement**: Provider may request to have the meteorological equipment independently calibrated or replaced at its own expense every eighteen to thirty months. The provider shall notify the other party of the scheduled calibration date and time no less than 30 days prior and shall provide the Customer with written proof of calibration or replacement.
- **Contingency for Equipment Failure:** In the event of hardware, communication, or other failure affecting the DAS, Provider will make commercially reasonable efforts to resolve the failure in a timely manner. If data is lost, Actual Generation shall be adjusted to compensate for such lost data, which shall be Provider's sole liability, and Customer's exclusive remedy, for any Guaranteed Output arising from any equipment failure or lost data relating to the DAS:
  - In lieu of lost meteorological data, Provider will assume Standard operation~~utilize such data obtained from a nearby meteorological station that Provider monitors and selects for such purpose~~.
  - In lieu of lost electricity data, and Provider has adequately demonstrated that the system has generated energy, Provider will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. If data from the System meter is inaccurate or missing, the Provider will simulate electricity production during the missing interval utilizing measured meteorological data and PVsyst. The simulated electricity production during the missing interval will be added to the Actual Generation for the subject Guarantee Period.

Adjustment of Expected Energy:

Guaranteed output levels shall be adjusted as part of the Construction Document Phase of design. This revised number will be developed based on the final system design agreed on by both the Provider and customer. Annual guaranteed output levels shall be normalized to account for variance between actual weather conditions and those assumed in the output modeling (PVSyst) used as the basis for the Production Guarantee.

If, and to the extent, any of the following events results in a change in the production of electricity by the System, Expected Energy shall be adjusted correlatively for the period of such change:

- ~~There is structural failure in a building supporting the System.~~
- 1. There is not a material change in solar access or irradiance causing shading such as added trees or structures.
- 2. The equipment, including any modules, inverters, racking or structure, transformers, switchgear, panelboards combiner boxes or monitoring equipment suffers a manufacturers ~~serial~~ defect to the extent more than 5% of the equipment at a singular site is out of service for a period greater than thirty (30) days and requires replacement, provided that Contractor used its best efforts to assist the Owner in its attempts to remedy the equipment with respective manufacturer;
- ~~3. The manufacturer of the equipment including any modules, inverters, racking or structure, transformers, switchgear, panelboards combiner boxes or monitoring equipment is not able or willing to honor its product warranty to Provider or the warranty has expired, and Owner does not remedy by replacement at its own expense, provided that Provider used its best efforts to assist the Owner in its attempts to oblige the manufacturer to comply with its warranty obligations;~~
- 4. There is any curtailment, reduction, or adjustment to the System, or failure of the System to perform, whether foreseen or unforeseen, as a result of any legislation, regulation, administrative or executive order, requisition or any other action by any (i) federal, state or local government or agency, (ii) local utility or public utilities commission; or (iii) independent system operator or regional transmission organization.
- 5. There is an event of Force Majeure; ~~or~~
- 6. There is any change in usage of our structures on any of the Sites, or buildings at or near any of the Sites, which causes additional shading, soiling, or otherwise reduced performance of the System;
- 7. There is a Breach of the Land Lease and Solar Easement or Solar Power Purchase Agreement by ~~Mission Springs Water District~~Purchaser or its successor that affects Solar Company's ability to perform its obligations under those agreements;
- 8. There is an Excusable Event as defined in the Solar Power Purchase Agreement.

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Guarantee Period	Expected Solar Energy Production (kWh)	Guaranteed Solar Energy Production (kWh)	Blended Energy Price (Total energy cost divided by the total kWh for True-up period) ($/kWh)
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LAND LEASE AND SOLAR EASEMENT

Between

MISSION SPRINGS WATER DISTRICT

And

STATEN SOLAR, INC.

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement ("**Lease**") is made as of August ___, 2024 (the "**Execution Date**") between The Mission Springs Water District, a California public entity, with its principal address at XXX ("**Landlord**"), and Staten Solar, Inc., a ("**Project Company**") (referred individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, on or about August __, 2024, Landlord and Staten Solar, Inc., entered into an Option to Lease agreement (the "**Option Agreement**") whereby Project Company retained an option to lease, at its election, certain land(s), water surface(s) and embankment(s) owned by Landlord within the Mission Springs Water District facilities (the "**Option Agreement**");

WHEREAS, if and when Project Company exercises its option to lease such lands pursuant to the terms of the Option Agreement, the Parties intend that this Lease become effective;

WHEREAS, it is the intent of the Parties that the Solar Power Purchase Agreement ("**PPA**"), attached as Exhibit A, and this Lease, be implemented such that each document be interpreted and applied to support implementation and operation of the other. Any capitalized terms defined in the PPA that are used in this Lease shall have the same meaning as provided in the PPA.

AGREEMENT

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

ARTICLE I

PREMISES

1.1 **General**.

a. Lease of Premises for Solar Energy Purposes. Landlord leases to Project Company, and Project Company leases from Landlord, the real property encompassing a portion of the Mission Springs Water District properties, more specifically described in Exhibit B, attached hereto (the "**Premises**") for the purpose of monitoring, testing and evaluating the Premises for solar energy generation, and constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy generating equipment, and all necessary and proper electrical equipment on, along and in the Premises (collectively, "**Solar Facilities**"), together with the appropriate rights of way. Solar Facilities includes electrical transmission and/or distribution and communications lines and related cables, wires, cables, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment to be operated in conjunction with solar energy generating equipment installations and equipment in any way related to or associated with any of the foregoing for the transmission and delivery of electrical energy (**"Transmission Facilities"**). Project Company will have the exclusive right to use the Premises for solar energy purposes during the Term (as defined herein) of this Lease. For purposes of this Lease, "solar energy

Commented [DS1]: Please provide a copy for review.

Commented [DB2]: No Option to Lease has been used. These sections are not relevant to this transaction.

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purposes" means converting solar energy into electrical energy via solar panels, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

The general description of the Premises described in Exhibit B as incorporated into this Lease on the Execution Date may not be a precise legal description of the Premises. The Landlord and Project Company hereby acknowledge and confirm that, notwithstanding any insufficiency in the legal description attached as Exhibit B, the Parties desire to enter this Lease and to be fully and legally bound by this Lease. Moreover, the Parties acknowledge and understand that the Premises refers to Properties configured as of the Execution Date of this Lease, and which are generally depicted in Exhibit C. Therefore, Landlord and Project Company agree that (i) they are thoroughly familiar with the proposed location of the area comprising the Premises, and (ii) the legal description of the Premises may be substituted for Exhibit B pursuant to an amendment to this Lease and such legal description will become the final legal description of the Premises. The Parties acknowledge and agree that they are legally bound under this Lease pursuant to the depiction of the Premises attached as Exhibit B and both Parties will be obligated to perform hereunder based on such depiction of the Premises.

b. Access Easement. Landlord hereby grants to Project Company, for the Term, a non-exclusive easement (the "**Access Easement**") over, across and on the Premises for ingress to and egress from the Solar Facilities by means of any existing roads and lanes, or, if no such roads exist or if it is otherwise commercially impracticable for Project Company to use existing roads, then by such route or routes as Project Company may construct from time to time as agreed to by Landlord in accordance with Section 1.1(l) herein. The Access Easement will run with and bind the Premises, and will inure to the benefit of and be binding upon Landlord and Project Company, as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them.[1]

Commented [DS3]: Please provide a proposed form of Easement to be attached as Exhibit D for review.

c. Transmission Easement. Landlord hereby grants Project Company for the Term a non-exclusive easement for Transmission Facilities ("**Transmission Easement**") on, over and across the Premises, including ingress to and egress from the Solar Facilities, on such portions of the Premises as agreed to by Landlord in accordance with Section 1.1(l) herein. The Transmission Easement will contain all of the rights and privileges for Transmission Facilities as are set forth in this Lease. The Transmission Easement will run with the Premises and inure to the benefit of and be binding upon Landlord and Project Company and their respective transferees, successors, and assigns, and all persons claiming under them. Project Company will have the right to assign or convey all or any portion of the Transmission Easement to any person on an exclusive or nonexclusive basis, subject to the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, or otherwise contract with a third party that owns, operates and/or maintains electric transmission or distribution systems relating to the construction, operation, repair and/or maintenance of the electric transmission or distribution systems~~, provided, however, that Project Company may, without further consent of Landlord, and upon written notice to Landlord of such assignment and the assignee's written agreement to assume Project Company's rights and obligations under this Lease, assign its rights and obligations under this Lease to a limited liability entity to be formed by Project Company that will be the ultimate Project Company under the Lease and Seller under the PPA~~. Project

Commented [DS4]: Addressed in the assignment provision below.

[1] The Access Easement, Transmission Easement, and Solar Easement to be granted under this Lease shall be substantially in the form attached at Exhibit D.

Company will bury all collector lines that are 138kv or less, except such lines that Project Company, in good faith, determines that it is unable to bury for technical reasons, the placement of which shall be subject to Section 1.1(l) herein.

d. Landlord's Retained Rights. Landlord will retain the right to use the portion of the Premises not occupied by Solar Facilities to the extent its use is not inconsistent with Project Company's rights under this Lease and does not interfer with the ownership or operation of the Project. Such rights shall include, without limitation, Landlord's use of the portion of the Premises occupied by Solar Facilities to (1) continue water storage operations, (2) conduct vegetative maintenance, (3) perform water monitoring and sampling as may be required under applicable law, including without limitation the requirements of Waste Discharge Requirement Order No. R1-2013-0042 as may be amended or renewed from time to time, (4) conduct inspections, and (5) conduct Premises maintenance and repair. -When on the Premises, Landlord and its representatives shall comply with Project Company's safety policies and procedures when on the Premises, and Landlord will instruct its representatives not to touch or interfere with the Project.

e. Planned Location of Solar Facilities. The initial placement of the Solar Facilities on the Premises and easement areas shall be substantially as set forth in designs and specifications provided by Project Company in its building permit application. To the extent such placement materially varies from such design and specifications, Project Company shall consult with Landlord on its site development plan prior to deploying its solar panel structure and any equipment necessary to the operating thereof, in accordance with Section 1.1(l) herein.

f. Part of a Larger Project. In the event Project Company seeks to expand the solar energy facilities with which the Premises would share transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of such facilities, Project Company may submit to Landlord proposed solar energy facilities with which the Premises is included in a defined solar energy project (the "**Larger Project**"), and seek Landlord's approval, which approval, and terms of such approval, shall be within Landlord's sole and unreviewable discretion, to include the Premises in the Larger Project.

g. Non-Interference with Landlord's Operations. Project Company acknowledges that the Premises is part of Landlord's water reclamation system and is adjacent to Landlord's -operations (together **"Landlord Operations"**), and that the Premises, Access Easement, and Transmission Easement may be concurrent with areas that are used for Landlord Operations. As such, Project Company agrees that it shall not materially interfere with Landlord Operations, and shall cause its subcontractors and agents to not materially interfere with Landlord Operations, provided that nothing in this Section 1.1(g) is intended to limit Project Company's rights to operate the Solar Facilities in accordance with this Lease.

h. ~~Specifications. Design, implementation, and operation of the Solar Facilities by Project Company shall conform to the Specifications set forth in in the original~~Project Company's response to the Landlord's Request for Proposals RFP ~~and its amendments, as may be revised in consultation with and approval of Landlord during the Procurement and Construction Period, defined herein (**"Specifications"**).~~ Notwithstanding the ~~foregoing, Project Company may at its option modify the Specifications to include battery storage components.~~

Commented [DS5]: "Original RFP" to be better defined.

Commented [MOU6]: This is addressed in the PPA. We do not want to duplicate language.

i. Project Company shall install an emergency shutoff switch or breaker to shut power to the Solar Facilities. Such switch or breaker shall be available for Landlord's access at all times.

j. All solar energy generation activities described herein, including the Solar Facilities, Access Easement, Transmission Easement, and Specifications shall collectively be referred to as the **"~~Solar Energy~~ Project~~.~~".**

k. Project Company shall use commercially reasonable efforts to obtain, at its sole cost and expense:

(i) any zoning, land use and building permits required to construct, install and operate the Solar Facilities; and

(ii) any agreements and approvals from the applicable Utility necessary in order to interconnect the Solar Facilities to Landlord Operations' electrical system and/or the appropriate utility's electric distribution system.

(iii) Landlord shall reasonably cooperate with Project Company's reasonable requests to assist Project Company in obtaining such agreements, permits and approvals.

l. Landlord Consent Process. With respect to any actions in which Project Company is required herein to confer with Landlord or otherwise obtain Landlord's approval, Project Company shall submit to Landlord in writing with adequate specificity the reason for the action, the details, including specifications as applicable, of the action proposed, and the timing of the proposed action. Unless there is a need for a more timely response, Landlord shall respond in writing no later than ten (10) business days after receipt of Project Company's proposal. Such response shall either approve or disapprove of the proposed action, or request additional information (which request may include a meeting with Project Company). If Landlord does not approve, or if Landlord concludes that it cannot render a determination as a result of lack of sufficient information even after meeting with Project Company or additional information is provided, Project Company may initiate dispute resolution in accordance with Section 9.5 herein.

m. OSHA Compliance. Project Company shall ensure that all state and federal Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in all material respects in its or its contractors' or subcontractors' performance under this Lease.

n. The effective date of this Lease shall be the date Project Company or the assigned Optionee under the Option to Lease Agreement exercises its option under the Option to Lease Agreement (**"Effective Date"**).

1.2 **Solar Easement**.

a. Open Access to Sun. Landlord hereby grants and conveys to Project Company ~~a non-~~an exclusive easement on, over and across the Premises for open and unobstructed access to the sun to develop, capture, use and convert all solar energy resources using the Solar Facilities ~~solar energy generating equipment~~ and to ensure adequate exposure of the Solar Facilities ~~solar energy generating equipment~~ to the sun. Such easement includes a

prohibition of any obstruction to the open and unobstructed access of the Solar Facilities ~~solar energy generating equipment~~ to the sun (together with the preceding sentence, the "**Solar Easement**").

b. Landlord Improvements. Trees, buildings and other improvements located adjacent to the Premises as of the date of this Lease will be allowed to remain, provided that Landlord may within its discretion permit and condition removal of such trees, buildings and other improvements at Project Company's expense upon written request of Project Company. Landlord may not place or plant any trees, buildings or improvements (an "**Improvement**") on or adjacent to the Premises after the date of this Lease which may impede or materially interfere with the open and unobstructed access to the sun to the Solar Facilities, unless Landlord has received written approval from Project Company for any such trees, structure or improvement. Subject to the foregoing, Landlord may without Project Company approval construct an Improvement on or ancillary to the Premises if such Improvement meets all of the following requirements:

(i) Such Improvement poses no interference with any part of the Solar Facilities located on the Premises or elsewhere in the Project; and

(ii) Such Improvement is located at least five hundred (500) feet from the location of any Solar Facility (whether such Solar Facility is located on the Premises or elsewhere in the Project).

If Landlord constructs an Improvement that is determined by Project Company to violate or not be in compliance with any of the restrictions of this ~~section~~Section 1.2(b), Project Company may provide notice to Landlord that said Improvement must to be removed within thirty (30) days ~~of~~ after Landlord's receipt of Project Company's notice. Should Landlord fail to remove the non-complying Improvement or otherwise invokes Dispute Resolution under Section 9.5 herein within such thirty (30) day period, Project Company may cause the same to be removed and may off-set the cost of the removal against any lease payments due hereunder to Landlord.

c. No Interference. Landlord will not materially interfere with, and will not allow any other ~~party~~ person or entity to materially interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Premises.

1.3 **Continuing Nature of Obligations**.

a. Benefits are "In Gross". The Solar Easement and all other easements and related rights granted by Landlord in this Lease to Project Company are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Project Company, and its successors and assigns, as Landlord of the rights created by the Solar Easement and such other easements. The Access Easement, the Solar Easement and other rights granted Project Company by Landlord in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Solar Easement and, as between the Premises and other tracts of property on which Project Company may locate Solar Facilities, no tract is considered dominant or servient as to the other.

b. Burdens Run With and Against the Land. The burdens of the Solar Easement, the Access Easement and all other rights granted to Project Company in this Lease

will run with and against the Premises and will be a charge and burden on the Premises and will be binding upon and against Landlord and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease, the Access Easement and the Solar Easement will inure to the benefit of Project Company and its successors, assigns, permittees, licensees and Project lessees. Landlord and Project Company agree to execute all documents reasonably necessary to record the Solar Easement and the Access Easement in the county where the Premises are located.

ARTICLE II

LEASE TERM

2.1 **Term**. This Lease is effective as of the Effective Date. The ~~shall have a~~ "**Term**" ~~of twenty-five (25) years~~consists of the Procurement and Construction Period and the Operating Term, unless earlier terminated in accordance with the terms of this Agreement ~~, which Term shall be comprised of the sum of the Procurement and Construction Period and Operating Term~~ as follows:

a. Procurement and Construction Period. Project Company's rights under this Lease will be in effect throughout the Procurement and Construction Period. The "**Procurement and Construction Period**" commences on the Effective Date of this Lease and expires on that date which is eighteen (18) months after the Effective Date or earlier date upon notification by Project Company that it has completed all tasks scheduled for the Procurement and Development Period. During the Development Period, the Project Company shall develop, construct, and install the Solar Facilities on the Premises.

b. Operating Term. The "**Operating Term**" of this Lease shall commence upon the expiration of the Procurement and Construction Period and shall continue for a period of twenty-five (25) years ~~less the time of the Procurement and Construction Period~~. Notwithstanding the foregoing, the Operating Term may be earlier terminated ~~prior to the expiration of the Term~~ in accordance with the terms of this ~~Agreement~~Lease.

2.2 **Termination of Lease**. This Lease will terminate upon the earliest of the following events:

a. The expiration of the Term;

b. The written agreement of the Parties to terminate this Lease;

c. At the option of Project Company upon the expiration of the Procurement and Construction Period; provided that Project Company shall be required to transmit written notice of termination to Landlord not less than sixty (60) business days prior to the expiration of the Procurement and Construction Period as set forth in Section 2.1(a);

d. Landlord's ~~termination in accordance with~~purchase of the Solar Facilities under Section 2.3 (Landlord Purchase)~~; or Section 4.6 (Mosquito Abatement).~~

e. Termination by a Party under Section 10(b) (Force Majeure);

~~e.~~f. A material Breach of this Lease by either Party and the election of ~~the~~ non-breaching party to terminate the Lease pursuant to Article IX of this Lease;

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~~f.~~g. A condemnation of all or a portion of the Premises and the election of the Project Company to terminate the Lease pursuant to Article VIII hereof;

~~g.~~h. Pursuant to applicable law, except that if any such applicable law is amended or terminated after the Effective Date, and the effect of such amendment or termination is to extend the permissible Procurement and Construction Period to or eliminate the requirement that commercial operation or the development of the potential to produce solar energy begin within a specified time period, then this Lease will automatically be amended to incorporate such amendment or termination, as if such amendment or termination was fully incorporated herein, or;

~~h.~~i. Termination of the ~~PPA~~Solar Power Purchase Agreement, subject to Section 4.4(a)(ii) below.

2.3 ~~**Landlord Purchase**~~**[Reserved]**.

Commented [DS7]: Purchase option is in the PPA.

~~a. Option to Purchase. At any time after seven (7) years after the Operating Term begins, Landlord may elect to purchase the Solar Facilities and terminate this Lease upon not less than 180 days' advance written notice to Project Company. If Landlord elects to purchase the Solar Facilities prior to the expiration of the 25-year term, the purchase price shall be comprised of (i) fair market value of the Solar Facilities at the time of purchase, which valuation would be conducted in accordance with the valuation procedures set forth in Section 2.3(b) below, and (ii) value of other capital expenditures and expected lost profit, in accordance with Exhibit 7 to the PPA, for Project Company that it otherwise would have realized for the period from the date of Landlord's prospective purchase to the date that would be twenty-five (25) years from commencement of the Procurement and Construction Period.~~

~~b. Determination of Fair Market Value. Upon Landlord's exercise of the option to purchase, as set forth above, the Parties shall have thirty (30) days to negotiate in good faith and agree upon the selection of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the fair market value of the Solar Facilities. If the Parties cannot reach agreement on an appraiser, each shall select one appraiser, and the two appraisers shall select a third appraiser to determine the fair market valuation. The appraiser agreed to by the Parties or otherwise selected by the two other appraisers, shall act reasonably and in good faith to determine the fair market value, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be shared by the Parties equally~~

2.4 **Survival of Covenants**. Landlord acknowledges that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease including, but not limited to, the Access Easement and Solar Easement, and Project Company's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project and that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease will not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational. Project Company acknowledges that the covenants, conditions, rights and restrictions in favor of Landlord pursuant to this Lease will not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III

PAYMENTS AND TAXES

3.1 **Payments**. Project Company will pay Landlord according to the Payment Terms set forth in Exhibit F. Notwithstanding any provision of Section 3.2 hereof, Project Company shall pay taxes due hereunder at Landlord's option, to the extent Landlord chooses to impose such taxes as part of the Payment Terms.

Commented [DS8]: I am not sure what this means.

3.2 **Taxes, Assessments, and Utilities**.

a. Except as set forth in Section 3.1 hereof, Landlord will pay, when due, all real property taxes and assessments (together "**real property taxes**") levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Landlord and located on the Premises. If Landlord is responsible for paying taxes or assessments hereunder and fails to pay any such taxes or assessments when due, Project Company may, at its option, pay those taxes and assessments and any accrued interest and penalties, and either seek reimbursement from Landlord or deduct the amount of its payment from any rent or other amount otherwise due to Landlord from Project Company.

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b. Project Company Taxes and Assessments. Project Company will pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the real property taxes assessed to such Premises increase solely as a result of the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Project Company will pay or reimburse Landlord an amount equal to the increase to the extent caused by such installation no later than ten (10) days prior to the date each year on which the applicable real property taxes are due to be paid, provided that not less than thirty (30) days prior to such due date Landlord provides Project Company with copies of the applicable current and past statements of real property taxes payable for the Premises and any related information demonstrating that the installation of the Solar Facilities resulted in the increase in real estate taxes for which Landlord is requiring payment or reimbursement from Project Company.

c. Tax Contest. Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

d. Project Company Utilities. Project Company will pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Project Company on the Premises.

e. Prevailing Wages. Project Company will comply with California Labor Code Section 1720 et set, and the regulations adopted pursuant thereto ("**Prevailing Wage Laws**") in its performance under this Lease, such requirement to further apply to Project Company's contractors and subcontractors. Project Company shall indemnify, defend (with counsel approved by Landlord) and hold the Mission Springs Water District, the Mission Springs Water District, and their respective officers, officials, employee, agents, consultants, and contractors (collectively, "**Indemnitees**") harmless from and against all liability, loss, cost,

Commented [DS9]: Please confirm applicability to this project.

Commented [MOU10R9]: This is required and was specified in the RFP

expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (collectively, "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation all claims that may be made by contractors, subcontractors or other third party claimants pursuant to California Labor Code Sections 1726 and 1781), or noncompliance with the Prevailing Wage Laws; provided, however, that Project Company's indemnification obligations set forth in this Section shall not apply to Claims arising from the gross negligence or willful misconduct of the Indemnitees.

ARTICLE IV

PROJECT COMPANY COVENANTS

Project Company covenants, represents and warrants to Landlord as follows:

4.1 **Mechanics Liens**. Project Company will keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Project Company or, at the request of Project Company, any Solar Facility on the Premises in connection with Project Company's use of the Premises. Project Company may contest any such lien, but will post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Project Company agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of notice to Project Company of the creation of any such lien or encumbrance.

4.2 **Permits and Laws**. Project Company and its designees will at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Project Company's activities pursuant to this Lease in all material respects and will obtain all permits, licenses and orders required to conduct any and all such activities, including taking all actions necessary to obtain any permits, licenses and orders required to conduct any and all such activities to the extent such permit, licenses, or orders are required to be issued under the name of the owner of the Premises (collectively, "**Legal Requirements**"). Landlord shall provide reasonable cooperation requested by Project Company in connection with obtaining all such permits, licenses and orders. Project Company will indemnify, defend and hold harmless Landlord, in accordance with Article VI, in the event of any action, including without limitation any administrative or judicial action, with regard to Legal Requirements. Project Company will have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Project Company or in the names of both Project Company and Landlord where appropriate or required (or in the name of the Landlord where the property owner is required to be solely named), the validity or applicability to the Premises or Solar Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity, provided that this requirement shall not apply in circumstances where Landlord or the Mission Springs Water District initiates legal proceedings against Project Company in a regulatory role. Landlord will reasonably cooperate in such contest, provided Project Company reimburses Landlord for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Landlord, will be defended by Project Company, but Project Company may not take any action or agree to any settlement, including injunctive relief, that may affect Landlord or Landlord Operations without the written consent of Landlord, which consent shall not be

unreasonably withheld, conditioned or delayed. Furthermore, Project Company will indemnify, defend and hold harmless Landlord from Project Company's failure to observe or comply during the contest with the contested Legal Requirement. Notwithstanding the foregoing, Project Company's indemnification obligations set forth in this Section 4.2 shall not apply to Claims arising from the gross negligence or willful misconduct of an Indemnitee.

4.3 **Project Company's Improvements**.

a. Subject to Sections 4.4(b) and (c) below, all Solar Facilities constructed, installed or placed on the Premises by Project Company pursuant to this Lease will be and remain the sole property of Project Company and Landlord will have no Landlordship or other interest in any Solar Facilities on the Premises. The Solar Facilities are and will remain personal property of the Project Company, notwithstanding any present or future common Landlordship of the Solar Facilities and the Premises.

b. Construction, installation, and placement of the Solar Facilities will be at the sole cost and expense of Project Company, and shall be consistent with the Specifications set forth at Exhibit E, and as may be revised from time to time in accordance with the terms of this Lease.

c. Throughout the Term, Project Company will, at its sole cost and expense, maintain Project Company's Solar Facilities in good condition and repair, including maintaining the Solar Facilities in a clean and orderly condition, such as taking commercially reasonable measures to ensure there is no accumulation of bird excrement or dirt on the solar panels or associated equipment. Such maintenance and repair activities, unless in an emergency situation, shall occur during Landlord's standard operator hours, provided, however, that to the extent of any maintenance, other than in emergency situations, requires shut down of the Solar Facilities, Project Company shall conduct such maintenance during off-peak or part-peak hours. Landlord shall be provided no less than twenty-four (24) hours-notice before any such activity is to occur. Any person conducting such maintenance and repair activities shall wear safety apparel in accordance with applicable law, and shall wear personal flotation devices while working on the solar panel floats. Any maintenance personnel shall sign in, sign out, and shall provide a cell phone number with Landlord's lead shift operator on site.

d. Project Company shall notify Landlord within ~~twelve (12) hours~~one business day following Project Company's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Landlord and Project Company shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Project Company's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Landlord shall notify Project Company immediately upon the discovery of an emergency condition affecting the System, provided that Landlord may take any emergency action necessary to protect human health or the environment to extent immediate action is required and prior notice to Project Company is not possible.

e. All Solar Facilities constructed, installed or placed on the Premises by Project Company pursuant to this Lease may, upon reasonable advance notice to Landlord, be moved, removed, replaced, repaired or refurbished by Project Company at any time, provided that such actions by Project Company may not interfere with Landlord Operations, or if such

action may interfere with Landlord Operations require Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Project Company will pay Landlord the fair market value of caliche, gravel, or water from the Premises purchased by Project Company with the consent of Landlord.

f. Project Company will take commercially reasonable steps to avoid damaging any tile lines or irrigation systems on the Premises or easement areas. Project Company agrees to repair, replace and/or reroute underground tile lines damaged during construction or operation of the Solar Facilities. Upon reasonable notice, Landlord will be given the opportunity to inspect the repair, replacement or rerouting of tile or irrigation systems prior to being covered with topsoil.

4.4 **Removal of Project Company's Improvements**.

a. Project Company Will Remove Solar Facilities Upon Termination.

(i) At the end of the Term, including upon any early termination of the Lease, and subject to Landlord's option as set forth in Section 4.4(b) hereof, Project Company will remove all its Solar Facilities, within twelve (12) months ~~from~~ after the date the Term expires or the Lease terminates. Landlord grants Project Company an easement for such removal, which easement will survive for twelve (12) months after the expiration or termination of this Lease. Such easement and removal period shall be extended up to sixty (60) days in the event Landlord exercises its option under Section 4.4.(b) hereof. Upon removal of the Solar Facilities, Project Company shall restore the Premises and other areas affected by the Solar Facilities to conditions substantially as existing on the Execution Date.

(ii) In the event termination of this Lease would otherwise be effected by termination of the PPA, nothing herein shall foreclose the Parties from agreeing to continue this Lease under mutually acceptable terms, which agreement to continue the Lease would be in the sole discretion of each Party, respectively.

b. ~~Landlord's Option to Retain Solar Facilities~~[Reserved]. ~~At the end of the Term, including upon any termination of the Lease, Landlord shall have the option to purchase the Solar Facilities from Project Company at a price to be negotiated in good faith by the Parties. Landlord shall avail itself of such option by transmitting notice of its intent to exercise such option within thirty (30) days after the date of termination of this Lease. Thereafter, the Parties shall have sixty (60) days to enter into a long-form agreement for Landlord's purchase of the Solar Facilities. If no such agreement can be reached, the Parties shall mutually agree in good faith in selection of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the fair market value of the Solar Facilities. If the Parties cannot reach agreement on an appraiser, each shall select one appraiser, and the two appraisers shall select a third appraiser to determine the fair market valuation. The appraiser agreed to by the Parties or otherwise selected by the two other appraisers, shall act reasonably and in good faith to determine the fair market value, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be shared by the Parties equally. If Landlord does not exercise its option in accordance with the terms of this Section 4.4(b), such option shall terminate, and Project Company shall remove all its Solar Facilities as set forth in Section 4.4(a) hereof.~~

Commented [DS11]: Purchase option at year 6, 12 and at the end of the term is in the PPA.

c. Landlord's Right to Remove Solar Facilities Upon Failure by Project Company. If Project Company fails to remove any of the Solar Facilities within the required time period set for in Section 4.4(a) above, such Solar Facilities will be considered abandoned by Project Company and Landlord may remove these Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Project Company. In such event, if Landlord removes such Solar Facilities at Landlord's expense, Project Company will reimburse Landlord for all reasonable costs of removing those Solar Facilities, less any salvage value received by Landlord, within thirty (30) days after receipt of an invoice from Landlord.

d. Security for Removal. Commencing with the tenth (10th) year of the Operating Term, Project Company will establish security payable to Landlord to cover Project Company's obligations under Section 4.4(a) above (the "**Restoration Security**") through one of the following means to be selected by Project Company in its sole discretion: (i) by establishing an escrow account with a bank selected by Landlord, or (ii) by delivering to Landlord a letter of credit, bond, corporate guarantee from an investment grade company or equivalent security. The amount of the Restoration Security will be equal to the Net Removal Cost (as defined below), which will be determined by the Pparties in good faith; provided, however, if the Pparties cannot agree upon the Net Removal Cost within sixty (60) days, then the Net Removal Cost will be determined by an independent engineer mutually selected by the Pparties. The terms of any escrow fund, letter of credit, corporate guarantee or bond will expressly provide that Landlord will be entitled to use amounts received from the Restoration Security to remedy any damage to the Premises if Project Company fails to comply with its obligations pursuant to Section 4.4(a), after notice and opportunity to cure as provided herein. Interest earnings, if any, on any escrow fund will be the property of Project Company, and any amounts remaining in any escrow fund after Project Company has complied with its obligations pursuant to Section 4.4(a) will belong to Project Company. As used herein, the "**Net Removal Cost**" means (A) the cost of performing Project Company's obligations under Section 4.4(a) minus (B) the salvage value of the Solar Facilities located on the Premises at the time such calculation is made.

Commented [DS12]: Security requirement to be discussed by the parties.

4.5 **Hazardous Wastes**. Project Company will not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Project Company's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement except in such quantities as may be required in its normal business operations and only if such use is in full compliance with all Legal Requirements. To the extent applicable, Project Company shall obtain an EPA ID Number and sign all hazardous waste manifests for any wastes associated with Project Company's operations under this Lease. Landlord is solely responsible for any any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement located on the Premises that was not used, stored, disposed of or released on the Premises as a result of Project Company's operations. Project Company shall indemnify, defend and hold harmless the Indemnitees from and against all Losses (as defined below) arising out of or relating to the existence at, on, above or below the Premises of any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement to the extent deposited, spilled or otherwise caused by Project Company or any of its contractors or agents. Landlord shall indemnify, defend and hold harmless the Project Company Indemnified Parties (as defined below) from and against all Losses arising out of or relating to the existence at, on, above, below or near the Premises of any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement to the extent not deposited, spilled or otherwise caused by Project Company or any of its contractors or agents.

4.6 **Insurance**. Project Company and any contractor or subcontractor of Project Company shall not commence work under this Lease until Project Company shall have obtained all insurance required under this paragraph and such insurance shall have been approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Project Company shall not allow any contractor or subcontractor to commence work on under this Lease until all similar insurance required of the Project Company shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Commented [DS13]: To be reviewed by BRE insurance broker.

Commented [MOU14]: MSWD Legal: Does it make sense that Insurance is reciprocal, or should this be a requirement of Project Company and not the District?

a. Each of Project Company and Landlord shall procure and maintain for the duration of the Lease all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of ~~the work hereunder by the Project Company, the Project Company's agents, representatives, employees or subcontractors~~this Lease.

b. Coverage shall be at least as broad as:

(i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

(ii) Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 (any auto).

(iii) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If no employees are utilized, the CONTRACTOR shall sign a declaration as described in California Health and Safety Code Section 19825.

c. ~~Project Company~~Each Party shall maintain limits no less than:

(i) General Liability: $1~~4~~,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations and $2,000,000 general aggregate limit. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: $1~~4~~,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation: statutory limit; Employer's Liability: $1,000,000 per accident for bodily injury or disease**.**

d. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to ~~Landlord~~the other Party. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this ~~Agreement~~Lease; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

e. Each of Project Company and Landlord will provide ~~Landlord~~ the other Party with copies of certificates of insurance evidencing this coverage upon request ~~by Landlord~~.

f. Landlord, its officers, officials, employees, agents and volunteers are to be included as additional insureds on each of the required policies held by Project Company, and Project Company, its officers, directors, managers, employees, contractors, agents, representatives and lenders are to be included as additional insureds on each of the required policies held by Landlord. Moreover, the insurance coverage required herein shall be primary insurance, each policy required shall include an endorsement providing that that coverage shall not be suspended, voided, canceled by either Pparty, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ~~Landlord~~the other Party.

g. The Workers' Compensation endorsement under Project Company's policy shall contain a Waiver of Subrogation against Landlord and under Landlord's policy shall contain a Waiver of Subrogation against Project Company. ~~Project Company~~Each Party shall provide to ~~Landlord~~ the other Party an endorsement from the Worker's Compensation insurer, if any, agreeing to waive all rights of subrogation against ~~Landlord~~ the other Party for injuries to employees of the Insured resulting from activities under this Lease.

h. ~~Project Company~~Each Party shall furnish ~~Landlord~~ the other Party with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

i. Project Company shall include all contractors and subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each prior to commencement of subcontractor's work. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein.

ARTICLE V

LANDLORD COVENANTS

Landlord covenants, represents and warrants to Project Company as follows:

5.1 **Title and Authority**. Except to the extent otherwise stated in this Lease, Landlord is the sole Landlord of the Premises in fee simple and each person or entity signing the Lease on behalf of Landlord has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Project Company herein. There are no encumbrances or liens (including farm or other tenancies) against the Premises except those which are listed on Exhibit H, attached hereto (the "**Encumbrances**"). Landlord agrees to deliver any documents necessary to correct any title defects. All persons having any Landlordship interest in the Premises are signing this Lease as Landlord. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms. Landlord expressly waives any and all existing and future statutory, common law and other liens on the Solar Facilities that Landlord may have under applicable law. To the extent that any such lien cannot be waived under applicable law, Landlord hereby subordinates such lien to all existing and future liens and security interests in favor of Project Company's creditors. There are no zoning rules or ordinances that would prohibit installation,

ownership and operation of the Project. Landlord has paid all taxes assessed on the Premises and any fixtures thereon that are due and payable.

5.2 **Cooperation to Eliminate Lien Interference**. Landlord will cooperate with Project Company to obtain non-disturbance and subordination agreements, or such other necessary agreements, in form and substance reasonably acceptable to Project Company, from any person or entity with a lien, encumbrance, mortgage, deed of trust, lease or other exception to Landlord's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Project Company under this Lease. Any lien, encumbrance, mortgage, deed of trust, lease or other exception to Landlord's fee title to the Premises arising after the Effective Date of this Lease shall be subordinate to this Lease. Landlord will also cooperate with Project Company to obtain and maintain any permits or approvals needed for the Solar Facilities, and will provide Project Company with such further assurances and will execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Project Company or any of its lenders in accordance with the terms herein.

5.3 **Quiet Enjoyment**. ~~As long as Project Company is not in Breach of this Lease,~~ Project Company will have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference by Landlord or any person claiming by, through or under Landlord. Landlord and its activities on the Premises and any grant of rights Landlord makes to any other person will be only as permitted, and will not interfere with any of Project Company's rights or activities, as set forth under this Lease.

5.4 **Exclusivity**. During the Term of this Lease, Project Company will have the sole and exclusive rights to install and operate Solar Facilities on the Premises, to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. In no event during the Term will Landlord construct, build or locate or allow others to construct, build or locate any solar energy facility or similar project on the Premises.

5.5 **Hazardous Materials**. Landlord will not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Landlord's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any Legal Requirement, except in such quantities as may be required in the operations Landlord is permitted to conduct on the Premises and only if such use is in full compliance with all Legal Requirements. Landlord represents and warrants to Project Company that, as of the date hereof and to the best of Landlord's knowledge, there is no "hazardous substance", "hazardous material", or "solid waste" on, in or under the Premises in violation of any Legal Requirements.

5.6 **Operation of the Solar Facilities**. Landlord acknowledges and understands that the Solar Facilities to be located on the Premises, or in connection with the Project on adjacent property may impact the view on the Premises or on adjacent Premises or otherwise cause visual effects. Landlord covenants and agrees that the Landlord will not assert that the Solar Facilities constitute a nuisance.

5.7 **Security.** Landlord shall be responsible for using commercially reasonable efforts to maintain the physical security of the Solar Facilities against known risks and risks that

should have been known by Landlord. Landlord will not conduct activities on, in or about the Premises or the Solar Facilities that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Transmission Facilities. Such efforts as are implemented as of the Effective Date with regard to security of ~~Purchaser's~~ Landlord's plant and reclamation facilities shall be deemed commercially reasonable efforts for purposes of this Section.

Commented [DS15]: Does this refer to facilities that are already operational near the Premises? Please clarify.

ARTICLE VI

INDEMNIFICATION

6.1 **Indemnification**. Each P~~p~~arty (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other P~~p~~arty and the other party's affiliates and its and their respective officers, officials, directors, employees, representatives, volunteers, and agents and, with respect to Project Company, Lenders (as defined below) (collectively the "**Indemnified Party**") against any and all losses, damages, claims, administrative, regulatory or civil penalties or fines, expenses and liabilities, including, without limitation, reasonable attorneys' fees and costs (each a "**Loss**" and collectively "**Losses**"), to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party contemplated under or associated with this Lease, or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party with respect to this Lease or the Premises. This indemnification will not apply to Losses to the extent caused by any grossly negligent or intentional act or omission on the part of the Indemnified Party. This indemnification will survive the termination of this Lease. For the purposes of this Section 6.1, ~~the~~ Project Company's obligations hereunder shall include (1) operations or activities of any contractor or subcontractor of Project Company or its affiliates, parents, subsidiaries, agents or representatives with respect to those operations or activities contemplated under or associated with this Lease, and (2) any negligent or intentional act or omission on the part of any contractor or subcontractor of Project Company or its affiliates, parents, subsidiaries, agents or representatives with respect to this Lease or the Premises. The Indemnified Party with respect to Landlord shall include the Mission Springs Water District, and its officers, officials, directors, employees, representatives, volunteers, and agents.

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6.2 **Notice and Participation in Third Party Claims**. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Loss asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Article VI unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party shall have no liability for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

ARTICLE VII

ASSIGNMENT; FINANCING

7.1 **Right to Encumber**. The Parties acknowledge that Project Company may obtain construction and long-term financing or other credit support from one or more Lenders. **"Lender(s)"** means person or persons providing construction or permanent financing to Project Company in connection with construction, ownership, operation and maintenance of the ~~System~~Project. To the extent Project Company seeks to finance construction, implementation, and/or operation of the ~~ Solar Energy~~ Project, it may contract with a lender to assume Project Company's rights under this Lease only if all of the following conditions are fully satisfied:

a. Any Lender or other equity partner of Project Company must be reputable and have qualifications that would otherwise be necessary to contract or associate with a California municipal corporation under applicable law and consistent with good governance practices.

b. This Lease must be attached to the loan documents, and Lender must separately agree with Landlord that to the extent the lender assumes any or all of Project Company's rights under this Lease, it agrees to be bound by the lease and fully assume all obligations of Project Company hereunder.

c. The Lender must further agree in writing with Landlord that it may not assign any of Project Company's rights the Lender assumes under this Lease and the loan documents without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

7.2 **Lender Right to Cure Project Company Default**. Landlord agrees that any Lender will have the right to make any payment and to, and subject to the conditions of herein, do any other act or thing required to be performed by Project Company under this Lease, and any such payment, act or thing performed by Lender will be effective to prevent a Breach by Project Company and any forfeiture of any of Project Company's rights under this Lease as if done by Project Company itself.

7.3 **Notice from Project Company to Lender in Case of Project Company Default**. During the time all or any part of Project Company's interests in the Lease are mortgaged or assigned to any Lender, if Project Company defaults under any of its obligations and Landlord is required to give Project Company notice of the default, Project Company will be required to give Lender notice of the default within five (5) business days ~~of~~ after receipt of notice from Landlord, and shall concurrently provide to Landlord a copy of the Notice sent to the Lender. If Landlord becomes entitled to terminate this Lease due to an uncured default by Project Company, Landlord will not terminate this Lease before -at least thirty-five (35) days ~~from~~ after the date notice of default was sent by Landlord to Project Company to provide the Lender an opportunity to cure the default and prevent termination of this Lease.

~~7.3~~7.4 **Modifications in Connection with Financing**. In furtherance of Project Company's financing arrangements, Landlord shall, within 10 business days after Project Company's request therefor, execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Lease that may be reasonably requested by Project Company or its Lender; provided that such estoppels,

consents to assignment or amendments do not alter the fundamental economic terms of this Lease and PPA.

~~7.4~~7.5 **Successor Servicing**. The Parties acknowledge that in connection with any construction or long term financing or other credit support provided to Project Company or its affiliates by a Lender, such Lender may require that Project Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Solar Facilities and/or administrative services with respect to this Lease or the PPA (the "**Successor Provider**"). Landlord agrees to accept performance from any Successor Provider so appointed so long as (a) Landlord consents to such Successor Provider, which consent shall not be unreasonably withheld, conditioned or delayed, and (2) the Successor Provider agrees to perform in accordance with the terms of this ~~Agreement~~ Lease and the PPA.

~~7.5~~7.6 **Assignment of Project Company's Interest**. Project Company may assign its rights or interest in the Lease (including for the avoidance of doubt the easements granted herein) only with the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that Project Company may, without further consent of Landlord, and upon written notice to Landlord of such assignment and the assignee's written agreement to assume Project Company's rights and obligations under this Lease, assign its rights and obligations under this Lease to ~~a limited liability entity to be formed by Project Company that will be the ultimate Project Company under the Lease and Seller under the PPA~~an affiliate, the purchaser of all or substantially all of the Project, and in accordance with Section 7.1 to a Lender. In no event may the Lease be assigned unless the assignee agrees to assume Project Company's obligations under this Lease and the PPA, and such assignee has the financial and substantive ability to fulfill all Project Company obligations under this Lease.

ARTICLE VIII

CONDEMNATION

8.1 **Effect of Condemnation**. If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Project Company's construction, installation or operation of Solar Facilities on the Premises, at Project Company's option, the parties will either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Project Company, together with any corresponding payments, or this Lease will terminate in which event neither P~~p~~arty will have any further obligations.

8.2 **Condemnation Proceeds**. All payments made by a condemnor on account of a taking by eminent domain will be the property of the Landlord, except that Project Company will be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Project Company will have the right to participate in any condemnation proceedings to this extent.

ARTICLE IX

DEFAULT/TERMINATION

9.1 **Definition of Breach**. Each of the following will constitute a "**Breach**" that will permit the non-defaulting Pparty to terminate this Lease or pursue other remedies available at law or equity:

a. any failure by Project Company to pay any amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Landlord; or

b. any other material breach of this Lease by either Party which continues for thirty (30) days after written notice of default from the non-defaulting Party or, if the cure will take longer than thirty (30) days, provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Breach, if (A) the breaching Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the non-breaching Party resulting from the failure to cure the Breach.

9.2 **Surrender**. Upon the termination or expiration of this Lease, the terms of Section 4.4 herein shall apply. For the period between the date of termination or expiration of this Lease and the date on which Project Company completes removal of the Solar Facilities as required under Section 4.4 of this Lease (or the date upon which Landlord purchases the Solar Facilities under Section 4.4(b) of this Lease), Project Company will continue to pay Solar Rent (as defined in Exhibit F) for the Solar Facilities installed on the Premises.

9.3 **Damages**. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY WILL BE ENTITLED TO, AND EACH OF LANDLORD AND PROJECT COMPANY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE, EXCEPT WHERE SUCH DAMAGES ARE REQUIRED TO BE IMPOSED BY APPLICABLE LAW.**

9.4 **Delinquent Payments**. If Project Company fails to pay Landlord any sum to be paid by Project Company hereunder within thirty (30) days after such payment is due, interest on the unpaid amount will accrue interest at the annual rate of the of the Prime Rate published in the *Wall Street Journal* plus 2.5% each day ~~at a rate of ten percent (10%) per annum~~ or the maximum rate allowed by law, whichever is less, from thirty (30) days after the date such payment was due until the date such payment is made.

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9.5 **Disputes.** The Pparties shall attempt to first resolve informally any dispute arising from or relating to this Lease. If after a good faith attempt at such informal dispute resolution either Party believes that such attempts will not be successful, such Pparty may initiate binding arbitration in either Santa Rosa or San Francisco, California. The arbitration shall be administered by JAMS[2] or other agreed upon recognized arbitration service in accordance with its Comprehensive Arbitration Rules and Procedures using a panel of three arbitrators, and judgment on any award may be entered in any court of competent jurisdiction. Each Party shall select one arbitrator. The arbitrators selected by the parties will select a third arbitrator who will be the chair. ~~In selecting an arbitrator, the Parties shall each provide to the other a list of five (5) arbitrators, and any arbitrator common to both lists shall be selected. If there is no arbitrator~~

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[2] https://www.jamsadr.com

~~common to both lists, the Parties shall confer in good faith to mutually select an arbitrator. If the Parties cannot agree after such good faith efforts, the Party initiating the dispute may at that point initiate judicial proceedings.~~ If the Parties agree, a mediator may be engaged prior to arbitration. The prevailing ~~P~~party in any dispute arising out of this ~~Agreement~~ Lease shall be entitled to reasonable attorneys' fees and costs, provided that the cost of mediation shall be borne equally by the Parties notwithstanding the outcome of any arbitration or judicial proceeding. Landlord hereby grants a limited waiver of sovereign immunity from suit to compel or enforce Landlord's compliance with the terms of this Lease.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

10.1 **Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party as follows as of the Effective Date:

a. Such Party is duly formed, validly existing, and in good standing under the applicable laws of the state of such party's formation. Such party is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Lease, except where failure to be so qualified, in the aggregate would not reasonably be expected to adversely affect its ability to perform its obligations under this Lease.

b. Such Party has full power and authority to execute, deliver, and perform such Party's obligations under this Lease. The execution of this Lease on behalf of such Party by the individual whose signature is set forth at the end of this Lease has been duly authorized by all necessary action on the part of such Party.

c. This Lease has been duly and validly executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such party, enforceable against such Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or other similar laws of general application affecting creditors' rights or by general equitable principles.

d. The execution, delivery, and performance of this Lease will not conflict with, result in a breach or default, violate, or require consent or approval of any person or entity under: (a) such Party's charter, organizational, or similar formation documents; (b) with or without notice or lapse of time or both, the provisions of any agreement to which such Party is a party, by which such Party is bound, or to which such Party is subject; or (c) any applicable laws, which violations, individually or in the aggregate, would adversely affect such Party's performance of any obligations under this Lease.

e. Such Party is not in violation of any applicable laws, or any judgment entered by any governmental authority which violations, individually or in the aggregate, would adversely affect such Party's performance of any obligations under this Lease.

~~9.5~~

~~ARTICLE X~~ARTICLE XI

MISCELLANEOUS

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~~10.1~~11.1 **Notice**. Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and will be sent to the respective Parties as follows (or at such other address as either Party may designate upon written notice to the other P~~party~~ in the manner provided in this paragraph) and will be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landlord: Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

To Project Company: Staten Solar, Inc.
175 Northtech Parkway
San Jose, CA 95134

~~10.1~~11.1 **Relationship of the Parties; No Third Party Beneficiaries**. The duties, obligations and liabilities of each of the P~~p~~arties are intended to be several and not joint or collective. This Lease will not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landlord and Project Company or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either P~~p~~arty. Landlord and Project Company will not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other P~~p~~arty. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor will it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a P~~p~~arty to this Lease.

~~10.2~~11.2 **Entire Agreement**. It is mutually understood and agreed that this Lease constitutes the entire agreement between Landlord and Project Company and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both P~~p~~arties. All exhibits attached to this Lease are deemed incorporated herein as if fully set forth in the body of this Lease.

~~10.3~~11.3 **Governing Law**. This Lease is made in and will be governed by the laws of California~~, and the venue for any dispute will be in Riverside County~~. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either P~~p~~arty will not be employed in the interpretation of this Lease. In interpreting this Lease, time is of the essence.

Commented [DS18]: Addressed in the dispute clause above.

~~10.4~~11.4 **Cooperation**. Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties. If, at any time during the Term, Project Company deems it to be necessary or desirable to meet legal or regulatory requirements, Project Company may request that Landlord re-execute a new lease substantially in the form of this Lease with a term equal to the Term

remaining as of the date of execution of the new lease, and Landlord will execute and enter into the new lease with Project Company or its designee to the extent Landlord may do so under applicable law. In the event of inaccuracies or insufficiencies in the legal description of the Premises, this Lease will be amended to correct the inaccuracies or insufficiencies.

~~10.5~~11.5 **Waiver**. Neither Party will be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the P~~p~~arty against whom the waiver would operate. Any waiver at any time by either P~~p~~arty of its rights with respect to any rights arising in connection with this Lease will not be deemed a waiver with respect to any subsequent or other matter. In the event that Project Company makes any overpayments to Landlord hereunder, Project Company will offset the amount of such overpayments to Landlord against future payments due to Landlord from Project Company hereunder.

~~10.6~~11.6 **Force Majeure**.

a. Neither Landlord nor Project Company will be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure. For the purposes of this Lease, "**Force Majeure**" means any circumstance not within the control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented or avoided by the affected Party; and (b) such circumstance is not due to the affected Party's negligence or intentional misconduct. Subject to the foregoing conditions, and except as otherwise provided herein, Force Majeure events may include events or occurrences in the nature of (i) strikes or other labor disputes other than strikes or labor disputes solely by employees of the Party claiming the Force Majeure event (or its affiliates or contractors) or as a result of such Party's failure to comply with a collective bargaining agreement, (ii) riot or civil unrest, epidemics, pandemics, earthquakes, severe weather, fire or other physical or natural disaster, (iii) work stoppages, slowdowns, labor or manpower shortages, equipment or material shortages, or (iv) actions or failures to act of any Governmental Authority, including a change in applicable law that prevents, limits, increases the cost or reduces the benefit to Project Company of performing its obligations under this Agreement, in each case ~~will mean an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal and unanticipated weather condition or actions of the elements, including hurricane, flood, lightning, wind, and drought (each as "**Force Majeure Event**")~~ to the extent such failure to perform, by exercise of due diligence and foresight, could not reasonably have been avoided. Events related to natural disaster shall be defined by evacuation warnings of the appropriate Government Authority.

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b. Except as otherwise expressly provided to the contrary in this Lease, if either Party is rendered wholly or partly unable to timely perform its obligations under this Lease because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or

extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Procurement and Construction Period shall be extended day for day for each day performance is suspended due to a Force Majeure event that occurs during the Procurement and Construction Period. If a Force Majeure event continues for a period of 12 months or more and prevents a material part of the performance by a Party hereunder, either Party shall have the right to terminate this Lease without fault or liability to the other Party, except with respect to amounts accrued by unpaid prior to termination and Section 4.4.

~~10.7~~11.7 **Confidentiality**.

a. Confidential Information. To the extent permitted by law, Landlord will maintain in the strictest confidence, for the benefit of Project Company and any assignee or transferee of Project Company, all information pertaining to the financial terms of or payments under this Lease, Project Company's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Project Company, any assignee or transferee, or discovered by Landlord, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Landlord or its employees or agents; (ii) was already known to Landlord at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any person or entity;~~,~~ or (iii) is required to be disclosed under applicable law with respect to California local governments, including without limitation the California Public Records Act, Cal. Gov't Code §§ 6250 et seq. Landlord will not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Project Company, any assignee or transferee. Notwithstanding the foregoing, Landlord may disclose such information to Landlord's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Landlord regarding this Lease; any prospective purchaser of the Premises who has a made a written offer to purchase or otherwise acquire the Premises that Landlord desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Landlord in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement will run to the benefit of and be enforceable by Project Company and any assignee or transferee of Project Company.

b. Public Records Act. In the event that Landlord receives a California Public Records Act request for such Confidential Information, Landlord shall give notice to Project Company of the request within three (3) business days of receipt, along with a copy thereof, and consult and reasonably cooperate with Project Company concerning the request and Landlord's anticipated response thereto. If Project Company objects to the release of all or any part of a record, Project Company shall cite the statutory basis therefor. In that event Landlord agrees not to release such record; provided, however,~~-~~ that Project Company shall indemnify, defend with counsel reasonably acceptable to Landlord, and hold Landlord harmless from and against any and all such actions and judgments entered thereunder, including reasonable attorneys' fees and costs incurred in defending such action and plaintiff's attorneys' fees and costs awarded by the court in a final judgment on the action. The provisions of this Section 10.7 will survive the termination or expiration of this Lease.

~~10.8~~11.8 **Goodwill and Publicity**. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Lease and the PPA, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Lease or PPA, provided that nothing herein shall affect or otherwise limit Landlord's or Project Company's disclosure obligations under applicable law. Neither Party shall make any press release or public announcement of the specific terms of this Lease or the PPA (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Lease and PPA, including the ownership of Environmental Attributes (as defined in the PPA) and ~~Environmental~~ Tax Incentives (as defined in the PPA) and any related reporting rights.

~~10.9~~11.9 **Tax Credits**. Project Company shall ~~own all [environmental attributes,]~~ ~~and be~~ entitled to the benefit of all tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority (collectively "**Tax Credits**"), applicable to the ownership and operation of the Solar Facility. If under Legal Requirements the holder of a leasehold interest in the nature of that held by Project Company under this Lease becomes ineligible for any ~~tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority~~Tax Credits, then, at Project Company's option, Landlord and Project Company will amend this Lease or replace it with a different instrument, to the extent possible under applicable law, so as to convert Project Company's interest in the Premises to a substantially similar interest that makes Project Company eligible for such ~~tax credit, benefit or incentive~~Tax Credits and to the extent such amended or replacement lease reflect the intent of the Parties in entering into this Lease, and which contains the same material terms as this Lease.

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~~10.10~~11.10 **Severability**. Each provision hereof will be valid and will be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, provided that the remaining provisions continue to reflect the intent of the P~~p~~arties in entering into this Lease.

~~10.11~~11.11 **Counterparts**. This Lease may be executed in two or more counterparts (which may be delivered electronically (including through DocuSign or another electronic signature delivery service)) and by different P~~p~~arties on separate counterparts, all of which will be considered one and the same agreement and each of which will be deemed an original. A signed copy of this Lease delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as executing and delivering this Lease in the presence of the other Party to this Lease.

11.12 **Memorandum of Lease**. Landlord and Project Company will execute in recordable form and Project Company ~~will~~ may in its sole discretion then record a memorandum of this Lease in the form attached hereto as Exhibit I. Landlord hereby consents to the recordation of the interest of an assignee in the Premises.

~~10.12~~11.13 **Interpretation**. For purposes of this Lease: (i) a reference to any person or entity includes any successor, heirs, or permitted assigns of such person or entity; (ii) the plural of any word incudes the singular and vice versa; (iii) words denoting any gender include all genders; (iv) "days" shall mean calendar days, unless the term "business days" is used; (v) all references to "dollars" means U.S. Dollars; (vi) "hereof", 'herein', "hereby", "hereto" and "hereunder" refer to this Lease as a whole and not to any particular Article or Section; (vii) "include", includes" and "including" mean including without limitation; (viii) headings used in this Lease are for ease of reference only and do not affect in the construction or interpretation of this Lease; (ix) relative to the determination of any period of time, "from" means including and after, "to" means "to by excluding" and "through" means "through and including"; (x) whenever any period of the time expires or payment to be made hereunder shall be stated to be due on a day that is not a business day, the expiration thereof or the due date thereof shall be extended to the next succeeding business day; and (xi) any specification of a right or remedy in favor of a Party in this Lease shall be deemed to be cumulative with and in addition to all other rights and remedies provided to such Party by the other provisions of this Lease, at law or in equity. Unless the context otherwise requires, references in this Lease: (i) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Lease and any sub-exhibits, sub-parts, components or attachments including therewith; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the ___ day of August, 2024.

LANDLORD

MISSION SPRINGS WATER DISTRICT

By: _____

Its: _____

PROJECT COMPANY

STATEN SOLAR, INC.

a Delaware corporation

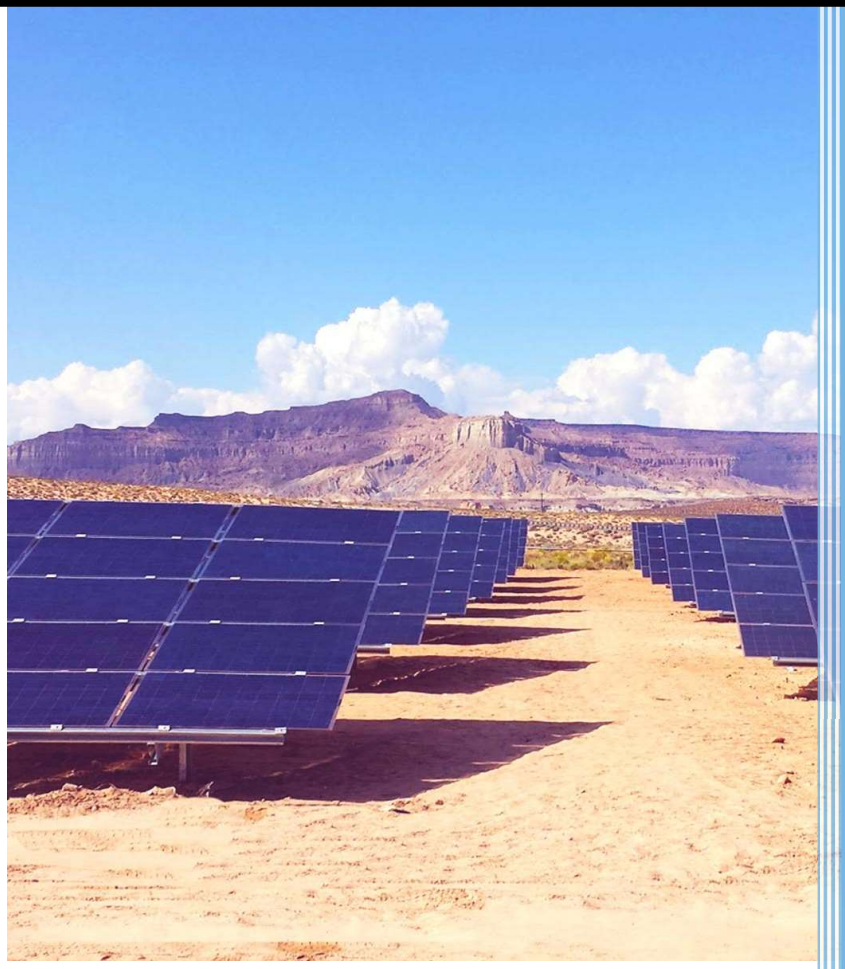
By: _____

Its: _____

2843897.1

2024

Proposal for Solar Photovoltaic Projects – Mission Springs Water District



STATEN

Prepared By: STATEN SOLAR

6/18/2024

STATEN

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1. Cover Letter & Executive Summary

1.1 Cover Letter

Mission Springs Water District,
66575 Second Street,
Desert Hot Springs, CA 92240.

Kind Attention: Amanda Lucas

Subject: Proposal for implementation of Solar Photovoltaic power purchase agreement at Mission Springs Water District

Dear Amanda,

Thanks so much for the opportunity to collaborate with the Mission Springs Water District ("**MSWD**") on the Solar PV PPA RFP. Our capabilities align seamlessly with your requirements, and we are confident in our ability to contribute positively to the project's success.

Staten Solar Corporation ("**Staten**") is a distinguished developer and EPC contractor specializing in design and installation of Solar, Storage, and EV Chargers projects. As a leading firm based in the Bay Area California, Staten holds Class B, C-10, and C-46 California licenses, demonstrating our commitment to excellence in electrical and solar construction. We have been in business for over fifteen (15) years and have successfully executed numerous projects for both public and private clients with a focus on sustainability, innovation, and environmental responsibility across the length and breadth of California.

We pride ourselves on delivering high-quality projects on schedule and within budget, with a particular emphasis on design build experience, design management, and expertise in Solar PV systems, BESS & Microgrid constructed from the highest quality system components with best-in-class performance, reliability, and warranties.

We have thoroughly reviewed the RFP and all addenda and look forward to meeting the MSWD's representatives during the interview process where we can provide more information on Staten Solar, answer any questions you may have about our proposal, and start contract negotiations. We will strive to make this project a shining example of sustainable energy innovation.

Sincerely,

Sam Bhanot, President
Staten Solar Corporation
Phone: (408) 480-3137 (mobile)
Email: sb@statensolar.com

1.2 Executive Summary

Staten Solar appreciates the opportunity to work with the Mission Springs Water District ("**MSWD**") and is very pleased to provide the proposal in response to Solar Photovoltaic Power Purchase Agreement RFP for Design, Installation, Operations, and Maintenance of Solar photovoltaic (PV) systems at various MSWD sites. The proposal includes procurement of materials, permitting, installation, interconnection, and all associated documentation, financing, maintenance, and warranties of Solar PV systems at site.

Here are some key points that we would like to highlight:

- **Dual Developer and EPC role:** Staten is a California General Building (B), Electrical (C-10) and Solar (C-46) contractor and consistent with our trade we deliver high quality construction projects. What sets us apart is that we have in-hose capabilities to develop, finance, own and operate these systems. Currently we have several iconic systems owned and operated directly by us such as Lake Tahoe Airport solar, Judicial Council of California (Bay Area) solar and South Tahoe Public Utilities District solar. Having financing, development, construction and Operations and Maintenance (O&M) under one roof uniquely positions us to optimize decisions across the board which cannot be done by a grouping of compartmentalized firms.
- **Water District and Pond Basin experience:** As mentioned above we have been working with the Tahoe Public Utilities district, Fairfield utilities district and several others across the state. As a result, we have had a chance to understand and absorb the unique characteristics of the Districts' load profile, soil composition and subgrade pipework. We have also done extensive work with the Agricultural community of the Central Valley – and were one of the pioneers of the Levee Mount system to avoid installing in the irrigation pond's basin.
- **Strong financial backing:** For this project, we will be bringing to the fore one of the nation's premier Real Estate Management firms with assets under management of over $45B. We have a long history of collaboration and delivering a smooth and seamless process.
- **Project Design:** We designed the project to maximize the District's benefit by using normalized PPA rates. While some sites offer greater savings than others, the overall package delivers significant cost reductions. For better optimization and production, we evaluated RES-BCT systems both with tracking and fixed-tile mounting options. The tracking system yields 20% more energy generation capabilities, and better returns. We proposed the tracking system at RES-BCT project site.

  If given the opportunity, we will work on project implementation with diligence and rigor.

2. Background

2.1 Company Background – Staten Solar Corporation

Staten Solar is a leading EPC contractor and developer of solar PV, Storage and EV charger projects. Founded in 2008, with offices in San Jose, California, and New Delhi, India, the company's focus is commercial and utility solar PV applications where it has a combined experience in hundreds of megawatts (MW) of projects from small residential owners to billion-dollar corporations. Customers know that they can trust and count on Staten Solar's innovative design methodologies, electrical know-how, and system expertise, and construction skills to deliver solar PV systems with the highest quality, most reliability, and best long-term value.

Areas of Expertise:

- **Target Markets:** Agriculture, commercial, non-Profit, RV parks, public sector (schools, government, etc.).
- **Project Expertise in the US**: 100 kW to 30MW, commercial rooftop, canopy & carport structures, levee mount, and ground mount arrays.
- **Project Expertise internationally:** 1MW-40MW, commercial rooftop, canal-top, canopy & carport structures, and ground mount arrays.
- **Multi-vendor Offerings:** We work with all key solar modules, inverter, and racking vendors so that we can tailor a solution that best meets your specific budget, site, and business requirements.
- **Key Company Strengths:**
  - Proactive and Innovative: We create long-term customer value by using innovative and cost-effective solutions in project design and construction, financing, and operations and maintenance.
  - Dedicated and Team Oriented: Our employees are driven by their commitment to service and our culture is defined by management's dedication to growth, innovation, responsibility, and integrity.
  - Extensive Technical Expertise & Experience: We have a thorough understanding of the underlying physics of solar and broad experience in all kinds of solar technologies.
  - Focused on Quality and Reliability: We use state-of-the-art design, logistics, construction techniques, global supply chain optimization, and system monitoring to deliver best in class yet cost-effective value.

Product & Solution Innovation: Solar pioneers. Constructed the **World's First Levee Mount Solar Energy system**. Winner of the '**Solar Project of the Year**' award and featured in press releases from **Solar Frontier** and **Canadian Solar**.

Organization & Resources:

Staten Solar operates as a California Corporation. Our organization was founded in 2008 under the laws of the state of California. Our organization was formed with a commitment to excellence, integrity, and adherence to all legal and regulatory obligations. Staten Solar is fully committed to complying with all statutory requirements outlined in the RfP document.

Particulars	Information
Legal Name of Proposer	**Staten Solar Corporation**
Year founded	**2008**
Federal ID Number	**26-2551126**
Date of Incorporation/ State	**May 02, 2008 / California**
State License (CLSB) Number	**984910**
License Classification (s)	**C10, C46 & B**
DIR Registration Number	**1000046459**
Number of Years in Business	**16 years**
Status (private or publicly held)	**Private**
Number of Employees	**34**
Number of Employees in California	**25**
Authorized Person (s)	**Name: Sam Bhanot** **Title: President & CEO** **Phone: (408) 480-3137 (mobile)** **Email: sb@statensolar.com**
Corporate Office	**175, Nortech Pkwy, Suite 100, San Jose, CA 95134**
Local Office	**21037, Dumetz Road, Woodland Hills, CA 91364**
Contact Details:	**Website: www.statensolar.com** **Office Phone: (408) 780-2889**

2.2 Financial Strengths

Staten Solar operates as a privately held corporation and possesses the financial resources necessary to successfully complete this solar project.

Staten Solar collaborates with a large national REIT for providing PPAs and other financing structures to clients (up to $300M year). We also have construction lines of credit and tax credit offloading mechanisms with a local community bank.

Staten Solar also possesses the necessary Insurance and bonding capacity to obtain all required payment and performance bonds. We hold $35 million in bonding capacity, further demonstrating our financial commitment to fulfilling contractual obligations. We maintain strong relationships with reputable bonding companies and are confident in securing the necessary bonds within the specified timeframe.

Financial Partner – Bridge Investment Group Holding LLC: Supporting Financial Statement

DocuSign Envelope ID: 0BA5D262-9C12-417D-BA5A-B23C87D275E3

June 17, 2024

Mission Springs Water District,
66575 Second Street,
Desert Hot Springs, CA 92240.

Dear Board of Directors of MSWD,

Bridge Investment Group Holdings LLC ("Bridge", NYSE: BRDG) engages in the real estate investment management business in the United States. We have assets over $47B under management. As a publicly held company, our financials are publicly available from various sources including our website (https://www.bridgeig.com/). Bridge is also actively investing in Renewable Energy projects across the nation through its Renewable Energy Fund.

The Bridge Renewable Energy Fund has been backing Solar projects developed by Staten Solar Corporation in California; and will be happy to support the current MSWD's Solar PV projects should we be given the opportunity. In our engagement model, we provide 100% financing for the project including milestone-based construction financing which adequately supports the project cash needs.

The Bridge Renewable Energy Fund currently has over 20 projects either live or under construction in the C&I solar space, with 13 of those projects sited in California.

We look forward to the conclusion of the RFP process and hope to work with the MSWD on this Project. Should you have any questions, please contact me at adam.haughton@bridgeig.com or (404) 995-8137.

Sincerely,

DocuSigned by:
Adam Haughton
4072BB7031DE485...

Adam Haughton
CIO
Bridge Renewable Energy

Audited Financial:

Our fiscal year ends on April 30th and this year (2024) we are back to rapid growth - having shaken off the Covid-19 malaise which lasted through FY 2023. These audited financials will be available around June/July and will be the most relevant set of financials MSWD would want to evaluate. We do have complied financials available for FY 2023 (included) and we are happy to get these audited within two weeks if the MSWD prefers.

The **confidential** complied financial is attached at the given link - **Click to get the Financials statement**

https://drive.google.com/drive/folders/11JRCmhhLAD18-XcU3zWQWNflpqj2-gkH?usp=drive_link

Bonding & Insurance Capacity:

During a public works project, as a general contractor, Staten requires Performance & Payment bonds from our subcontractors too – whether they be major material suppliers or labor suppliers or both. Our Surety company takes the sum total of these subcontractor supplied Bonds and adds them to our bonding capacity. On a solar and storage project, we have at least 60% of our total bid amount bonded by other subcontractors/suppliers. Given this backdrop, we are confident and comfortable to be able to bond projects that are up to 2.5 times our individual bonding capacity. Based on our pricing of this project, we can easily be bonding the project.

Sr. No.	Particulars	Information
1	Bonding Capacity (aggregate)	$35M
2	Experience Modification Rate (EMR) (California workers' compensation insurance)	0.79
3	Commercial General Liability Limits	Aggregate – $ 6,000,000
4	Commercial Automobile Liability Limits	Combined – $ 1,000,000
5	Professional Liability Limits	Aggregate – $ 2,000,000
6	Employers' Liability	Aggregate – $ 3,000,000
7	Excess Liability Insurance	Aggregate – $ 4,000,000 Each Occurrence – $ 4,000,000
8	Number or Percentage of employees covered by Workers' Compensation Insurance	Everyone

Note: Staten Solar shall provide and maintain the required commercial general liability and automobile liability insurance as defined in Exhibit D of RFP documents before beginning any work.

2.3 CSLB License, DIR Registration and Insurance Certificate

Contractors State License Board – B (General), C-46 (Solar) & C-10 (Electrical):

Staten holds Class-B, C-10, and C-46 California licenses, demonstrating our commitment to excellence in electrical and solar construction. The copies of certificate of our Contractors State license, DIR registration and Certificate of Insurance are provided below:



STATE OF CALIFORNIA — DEPARTMENT OF CONSUMER AFFAIRS

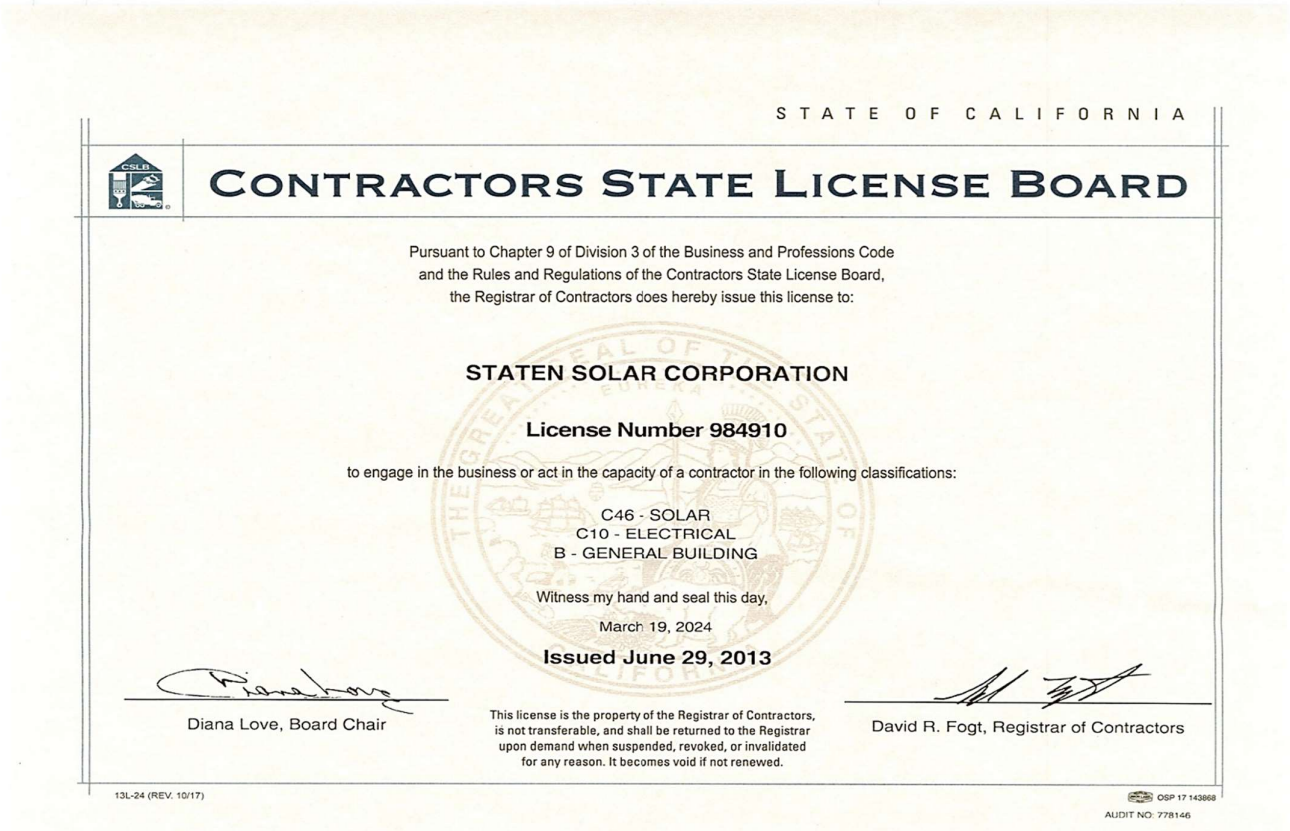
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number 984910 Entity CORP

Business Name STATEN SOLAR CORPORATION

Classification(s) C46 C10 B

Expiration Date 06/30/2025 www.cslb.ca.gov



STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

STATEN SOLAR CORPORATION

License Number 984910

to engage in the business or act in the capacity of a contractor in the following classifications:

C46 - SOLAR
C10 - ELECTRICAL
B - GENERAL BUILDING

Witness my hand and seal this day,

March 19, 2024

Issued June 29, 2013

Diana Love, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13L-24 (REV. 10/17)

OSP 17 143868

AUDIT NO: 778146

DIR Registration:

Contractor Information

Legal Entity Name
STATEN SOLAR
Legal Entity Type
Corporation
Status
Active
Registration Number
1000046459
Registration effective date
7/1/2023
Registration expiration date
6/30/2026
Mailing Address
175 Nortech Pkwy, Suite 100 San Jose 95134 CA United States of...
Physical Address
175 Nortech Pkwy, Suite 100 San Jose 95134 CA United States of...
Email Address
Trade Name/DBA
STATEN SOLAR CORPORATION
License Number(s)
CSLB:984910
CSLB:984910

Registration History

Effective Date	Expiration Date
7/10/2018	6/30/2019
9/22/2017	6/30/2018
2/3/2017	6/30/2017
7/1/2019	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2023
7/1/2023	6/30/2026

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:
President Name: Sandipan Bhanot
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agent of Service Name: Staten Solar
Agent of Service Mailing Address: 175 Nortech Pkwy San Jose 95134 CA United States of America

STATEN

Certificate of Insurance:

Client#: 1811666 STATESOL3

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC Lic # 0G11911 333 South Grand Avenue, Suite 1450 Los Angeles, CA 90071	CONTACT NAME: Kelly Lagomarsino PHONE (A/C, No, Ext): 213 337-6400 FAX (A/C, No): E-MAIL ADDRESS: kelly.lagomarsino@usi.com
INSURED Staten Solar Corporation 175 Nortech Pkwy Suite 100 San Jose, CA 95134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Colony Insurance Company — 39993 INSURER B : State Compensation Insurance Fund of CA — 35076 INSURER C : United Financial Casualty Company — 11770 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	PACES4266580	09/13/2023	09/13/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			00916102	09/13/2023	03/13/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	X	X	EXC4266581	09/13/2023	09/13/2024	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	92380982023	09/13/2023	09/13/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance only.

CERTIFICATE HOLDER	CANCELLATION
Staten Solar Corporation 175 Nortech Pkwy, Ste., 100 San Jose, CA 95134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) 1 of 1 #S41785061/M41769962 The ACORD name and logo are registered marks of ACORD CXDJA

2.4 Exhibit C - Public Works Contractor Registration Certification

Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or entered into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted, nor any contract entered into, without proof of the contractor's and subcontractors' current registration with the DIR to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the DIR.

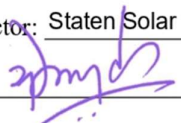
Name of Contractor: Staten Solar Corporation

DIR Registration Number: 1000046459

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: Staten Solar Corporation

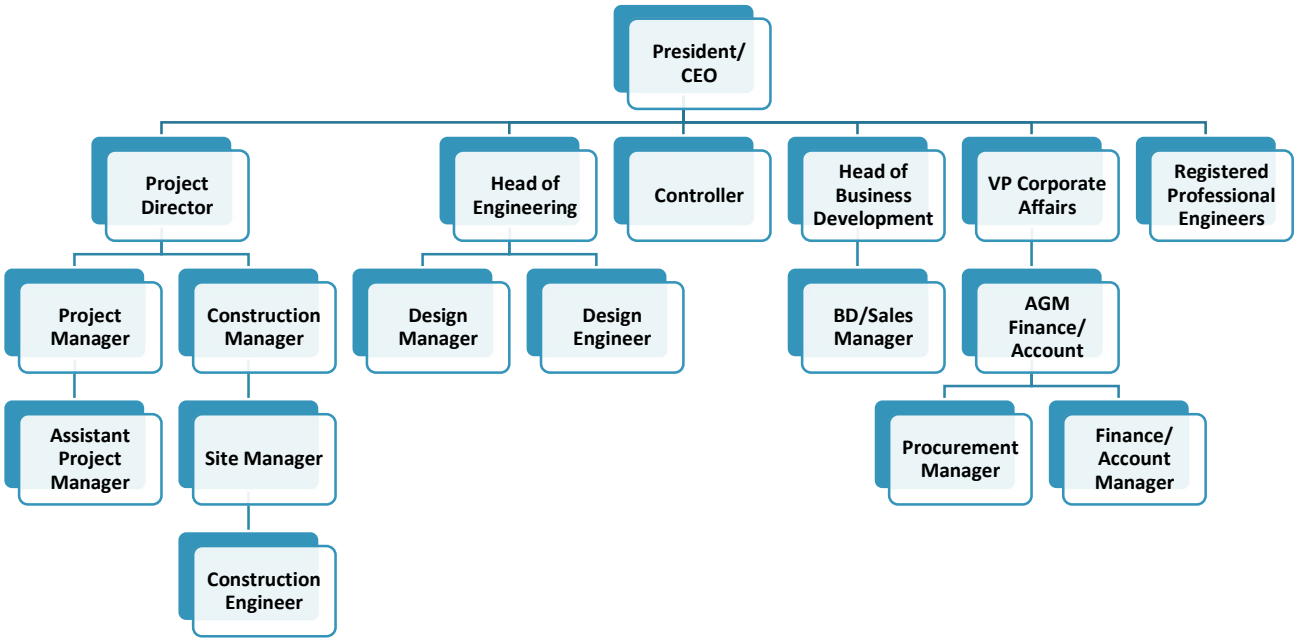
Signature: 

Name and Title: Sandipan Bhanot / President & CEO

Date: June 17, 2024

3. Personnel

3.1 Organization Structure



3.2 Project Management Team

Name	Role	Experience
Sam Bhanot	President	35 years
Mehrdad Jafari	Director of Projects	33 years
Napoleon Leoni	California Professional Engineer (Electrical)	45 years
Gang Xuan	California Professional Engineer (Structural)	18 Years
Raj Kumar	Controller	25 years
Puneet Mathur	Head of Engineering	15 years
Julio Beristain	Construction/Project Manager	20 years

Sam Bhanot, Founder, President

Sam is a licensed CA contractor and has been active in the industry for over 35 years. Under his leadership, Staten has delivered over 200 MWs of complex projects with unique technical challenges and opportunities. Prior to founding Staten in 2008, Sam was the CEO of Knowlent, a semiconductor software company with silicon-valley VC funding and footprint in over a dozen countries. Sam holds an MBA from UC Berkeley and BS in Computer Science from the Indian Institute of Technology.

Mehrdad Jafari, Director of Projects, Registered Professional Engineer in CA

Experienced Civil Engineer with 33 years of demonstrated expertise in commercial and residential development, construction, and real estate. Proven track record of delivering high-profile projects through exceptional project management skills. Proficient in steel structural and reinforced concrete designs using advanced engineering software, with strong capabilities in detailing and CAD-supported drawing.

Napoleon Leoni – Registered Professional Engineer, ELECTRICAL, California

License (PE) Number 24930

As a registered Electrical Professional Engineer of California, Napoleon comes with over 45+ years of combined EPC (Engineering, Procurement and Construction) experience that spans three continents in the world. His profound expertise and industry acumen bring exceptional leadership qualities to the board. Napoleon has extensive experience as a project manager and supervisor in electrical distribution of aerial and control systems. He has led the entire process of revision, budgeting, contracting and administration for about 135 environmental projects in Venezuela. Napoleon has always had a passion for nature and the environment, and from 2017 he has been able to take his diverse skillset and focus them on the solar industry. As the Director of Construction at Staten, Napoleon is responsible for overseeing all aspects of planning, procurement, construction, project management and commissioning of small & large-scale solar projects in California. He leads a project execution team of well-educated professionals to fulfill all the construction commitments. Napoleon has a Bachelors in Electrical Engineering from Universidad Central de Venezuela and a Masters in Control Systems from the Imperial College, London. Napoleon will review and stamp all plan sets for the Project and witness any specialty electrical work that requires an expert witness.

Gang Xuan, Registered Professional Engineer, STRUCTURAL, California

License (PE) Number 6504

As a registered Structural Professional Engineer of California, Gang Xuan, based in the San Francisco Bay Area and registered his civil engineer license (C-80829) to the State of California and subsequently registered his structural engineer license (S-6504) in 2016 to the State. He has been Staten's Structural engineer of record since 2016. Over his 18 years' professional work, the first 6 years (2006-2012) are focused on high-rise buildings, residential

structures, and municipality projects development, and the last 12 years (2012-2024) are quite concentrated in the photovoltaic project structural design development ranging from small residential work (a few KW) to large utility solar farms (at MW level). His expertise includes the solar racking structures including residential use rooftop racking, ground mounted residential solar steel structures, and commercial use steel frame-based carports. Prepare and sign off project design drawings and calculation packages for jurisdiction project permit approval. He focuses includes to a variety of infrastructure facilities with the emphasis on foundation design, pile design, and soil engineering. Structural design includes waterfront piers, ferry terminal, city power plant facility, transmission tower renovation, and residential/commercial office building design. Specific work focuses on deep steel foundation design and inspection for 300 deep piles installation, soil retaining wall and sheet pile installation, concrete/steel/wood structure designs. With a collaborative approach, he bridges technical intricacies with project goals. A proven track record in diverse projects reflects his passion for pushing the boundaries of structural engineering.

Puneet Mathur, Head of Engineering

Seasoned Solar Engineering professional having 15 years of expertise in the areas of solar design. Successfully managed teams of up to 15 engineers to engineer more than 1 Gigawatt of solar energy projects on commercial, industrial, and utility scale. Designed solar power projects for the USA, India, Philippines, and African markets. Puneet holds a BS in Mechanical Engineering from Dronacharya College of Engineering.

Julio Beristain, Construction/Project Manager

Julio has 20+ years' experience in the California construction industry and has delivered numerous solar projects ranging from 100KW up to 1 MW over the last seven years at Staten. Julio will be the designated CM for this project. He consistently demonstrates the time-honored construction code of safety, quality, budget and leads his crews by teaching them. Julio is licensed with OSHA, LG certified, and underwent Electrical Training at Escuela Technica 46-Puebla, México. Julio will be leading the crew onsite.

3.3 Sub-contractor Selection Process

Staten Solar requires all major subcontractors to pass a comprehensive pre-qualification process prior to engagement in services. The pre-qualification process evaluates the subcontractor's statement of qualifications, financial stability, experience, insurance/bonding capabilities, quality and safety standings and procedures, and management background.

The pre-qualification process requires the following:

- Current license in good standing with State License Board.

- Financial stability over the past 3 years
- Have an Experience Modification Rate of 1% or less.
- Experience in solar, electrical, mechanical, or similar trade.
- Signed Non-Disclosure Agreement
- Positive reference check with customers and vendors
- Insurance and Bonding requirements equivalent contact amount.
- Evaluation of safety culture and safety requirements in accordance with ISO standards
- Evaluation of quality processes in accordance with ISO standards

4. Solar PV Project Design and Implementation

4.1 Project Implementation Strategy

4.1.1 Project Implementation Approach

Staten Solar prioritizes a meticulous project management and coordination approach to ensure solar PV system is delivered efficiently on time, and within budget.

Our strategy for managing the construction of the solar projects involves forming a specialized team with expertise in construction, solar energy, and project management. This team consists of experienced Project Manager, Construction Manager, Site Engineers, and Health, Safety, and Environment (HSE) personnel, ensuring comprehensive oversight. The project team of experienced engineers and designers to develop a project plan that optimizes solar energy capture, integrates seamlessly with the existing parking structure.

The Project Manager, with a proven track record in solar projects, will lead the team and be the main client contact while they will focus on technical aspects and quality control. The project team will manage the permitting process, securing all necessary approvals from relevant authorities before construction commences.

The Construction Manager will handle jobsite scheduling and subcontractor management. Our emphasis is on clear communication, regular progress meetings, and the use of project management tools for real-time tracking. We will employ a rigorous safety program to ensure worker and public safety and quality assurance program throughout the construction phase. The construction team will aim to deliver the solar projects efficiently, meeting quality standards and ensuring client satisfaction.

Project Phase	Key Personnel	Responsibilities
Pre-Construction	Project Manager (PM), Engineer, Permitting Specialist	Project planning, securing permits, finalizing design.
Procurement	Procurement Manager	Sourcing materials and equipment, managing vendor contracts.
Construction	Construction Manager, Site Supervisor, Construction Crew (Electricians, Roofers, Laborers), Safety Officer	On-site construction activities, ensuring safety protocols and quality standards.
Commissioning & Testing	Project/Construction Manager, Engineer	System testing, commissioning, and handover to client.

Designing Solar PV Systems Approach

Staten Solar possesses extensive experience designing and implementing solar PV systems for facilities in various stages of development, including those not yet constructed or operational.

We leverage our experience to anticipate potential challenges and provide realistic performance and financial projections for unbuilt facilities. We can adapt our approach based on the availability of data and continuously refine our modeling techniques to ensure accuracy.

- **Facility Plans and Specifications**: Access to architectural drawings, blueprints, or planned square footage is essential. This allows us to estimate roof/parking area suitability and potential solar panel layout.
- **Energy Consumption Goals**: Understanding desired energy usage reduction or self-consumption targets helps us optimize system design.
- **Location-Specific Solar Irradiation**: We factor in historical and projected solar radiation data for specific location to estimate potential energy generation.
- **Preliminary System Design**: Based on initial facility plans, we can model a preliminary solar system design to estimate potential energy generation and optimize panel layout.
- **Shading Analysis**: We consider potential shading from surrounding structures or trees to ensure accurate production estimates.
- **Weather Patterns**: Local weather patterns are factored into account for potential variations in production throughout the year.
- **Projected Solar Energy Production**: Based on PVSyst modeling, we estimate how much solar energy system can generate annually.
- **Financing Options**: We explore various financing options to find the most suitable solution for the project.
- **Payback Period Analysis**: We analyze the timeframe for initial investment to be recovered through electricity cost savings.

Permitting Cost Approach:

Staten Solar acknowledges the inherent challenges in predicting permit costs and timelines. To address this, we leverage our extensive experience and positive relationships with local authorities (AHJs). This allows us to factor in typical building and electrical permit costs within our initial project proposal, providing you with an approximate total price.

To ensure a smooth experience, we dedicate a Project Management and Operations (PMO) team to oversee the entire process, supported by our legal team. Our team boasts decades of experience securing all necessary permits, state, and federal environmental permits, and even glare study approvals. Furthermore, we collaborate with a

network of national, regional, and local consultants specializing in planning, engineering, environment, and urban planning. These experts ensure all required documentation is prepared efficiently. Their services encompass the entire project lifecycle, from initial feasibility studies to ongoing maintenance. By partnering with Staten Solar, you can be confident that your project will receive the necessary permits efficiently and avoid delays.

However, there is a possibility that final permit costs might exceed our initial estimates after submitting the complete permit application package. In such a scenario, we will transparently communicate any additional permitting fees or required upgrades before proceeding.

By incorporating this approach, we aim to provide an upfront and transparent cost estimate while safeguarding against unforeseen permitting contingencies.

Project Management and Coordination for Solar PV Projects:

Staten Solar prioritizes a meticulous project management and coordination approach to ensure solar PV system is delivered efficiently on time, and within budget.

Pre-Construction Phase: The Project Manager, with a proven track record in solar projects, will lead the team and be the main client contact while they will focus on technical aspects and quality control.

- **Project Kick-off Meeting**: We initiate the project with a collaborative meeting to discuss the goals, expectations, and timeline. We will establish clear communication channels and assign dedicated points of contact for the project.
- **Detailed System Design and Engineering**: Our engineering team will develop a comprehensive system design using industry-standard software and considering factors like roof suitability, shading analysis, and local building codes.
- **Permitting and Approvals**: We handle all necessary permitting applications and coordination with local authorities to ensure smooth project approval.
- **Procurement**: Our experienced procurement team secures high-quality material and equipment and manages the entire supply chain to avoid delays.
- **Fund Sourcing**: We maintain a transparent budget from our financial partners and provide regular cost updates throughout the project.

Construction Phase: The Construction Manager will handle jobsite scheduling and subcontractor management. Our emphasis is on clear communication, regular progress meetings, and the use of project management tools for real-time tracking. Our Subcontractor shall also hold a valid California Contractors State License and register with California workers' compensation insurance and maintain an Experience Modification Rate (EMR) less than or equal to 1.

- **Experienced Installation Crew**: Staten Solar employs a team of highly skilled and certified installers who prioritize safety and quality workmanship. The proposed team should include the following members: Experienced Supervisor, OSHA certified electrician to lead the DC team, electricians as helpers of the DC & AC, apprentice/helper to electrician for AC & DC each.
- **Project Management**: We utilize project management software to track progress, manage tasks, and facilitate seamless communication. Regular site meetings ensure everyone is on the same page.
- **Quality Control and Inspections**: We conduct rigorous inspections at every stage to ensure the system meets all engineering specifications and safety standards. We comply with the Federal Occupational Safety and Health Administration (OSHA) and applicable state OSHA Requirements.

Post-Construction Phase:

- **System Commissioning and Performance Testing**: Upon completion, our team tests the system to verify optimal performance. We provide detailed operational and maintenance instructions.
- **Grid Interconnection and Net Metering Setup**: We facilitate the interconnection process with utility company and ensure net metering is set up correctly for maximum financial benefit.
- **Monitoring and Performance Reporting**: We provide ongoing system monitoring and generate regular performance reports to track energy production and identify any potential issues.
- **Warranty Support and Long-Term Service**: Staten Solar offers comprehensive warranty support and remains your trusted partner for long-term maintenance and service needs.

Interconnection Cost approach:

Interconnection costs can be a significant variable in solar PV project budgets. However, it can be forecasted based on proper planning, better design, detailed engineering analysis, utility requirements and correct application submission process. During the pre-project evaluation, we will conduct a preliminary assessment of potential interconnection costs.

Most solar and storage systems connect to the local utility grid. This requires a study by the utility to ensure their grid can handle the additional power from the system. Since most systems rely on the grid, the utility needs to assess their network's capacity to handle the additional power the project generates. It takes, typically takes 4-6 months, and is usually managed by Staten Solar. The utility will then determine if the project can proceed as planned, requires upgrades to their grid, or might necessitate adjustments to the system design before granting approval.

Any associated upgrade costs will be provided by the utility at this stage. While we cannot guarantee upfront that there would not be interconnection upgrade costs, we often factor in allowances for such possibilities within our

contracts to minimize surprises. Our team of experienced, licensed engineers and interconnection specialists will work diligently to navigate any utility-related hurdles and achieve the best outcome for the project.

By partnering with Staten Solar, you can ensure a smooth interconnection process with your utility, avoiding delays and keeping you informed throughout the journey.

The following approach will help to simply this process.

- **Utility Coordination**: We initiate early communication with local utility to gather information on their interconnection procedures and cost estimation methodologies.
- **System Size and Complexity**: We consider the size and complexity of the proposed solar PV system, as these factors can influence interconnection requirements and costs.
- **Historical Data Analysis**: We try to gather historical data on interconnection costs for similar projects in similar utility areas. We will factor that into our estimates.
- **Interconnection Feasibility Study**: Working with utility, we may commission a feasibility study to assess potential interconnection points, grid upgrades required, and associated costs.
- **Open Communication**: We maintain open communication throughout the interconnection process. We will keep informed of any updates from the utility to ensure transparency.

4.2.2 Testing and Commissioning Procedure & Sample Formats

Staten Solar will ensure a thorough and efficient testing and commissioning process for the Solar PV System, adhering to the requirements of industry best practices. We will develop a comprehensive test plan for successfully commissioning of the project requirements. This plan will detail the specific tests to be conducted, the equipment used, the personnel involved, and the acceptance criteria for each test.

Test Procedures: The following procedures outline the systems and steps needed to meet the requirements required when commissioning the PV system.

General

- Record name of commissioning agent
- Record time and date of commissioning.
- Record weather at time of commissioning.
    - Irradiance
    - Cloud Cover
    - Ambient Temp



- Cell Temp

- Take digital photos of all installed equipment.
- Verify that all debris has been removed from area around array.

Array

- Check and record the electrical connection between the ground and the conductive surface of the PV modules. If less than 1 ohm, connection is good.
- Check that noncurrent carrying metal parts are grounded properly (array frames, metal boxes, etc.)
- Check and confirm as built array layouts.
- Check conduit connections.
- Check mounting hardware conditions.
- Check for corrosion.
- Check all wire management is neat and well supported.
- Check for cracked modules or hotspots.
- Check that the solar modules are properly secured to the mounting system.

Combiner Boxes

- Check and verify both the positive and negative string connectors are identified properly with permanent wire marking.
- Check and record Voc of each source circuit string.
- Check and record Imp of each source circuit string.
- Check for water intrusion.
- Check fuse continuity.
- Check strings are torqued correctly.
- Check combiner box is correctly labeled and identified per NEC and local AHJ.
- Record combiner box serial numbers, manufacturer, model number and NEMA rating.
- Record combiner box source circuit conductor size and type.
- Record combiner box output circuit conductor size and type.
- Record what combiner box poles are in use in each combiner box.
- Check combiner box and other enclosures for scratches to paint.
- Check combiner box and other enclosures to ensure incoming conduits are sealed.

AC/DC Disconnect Switches

- Record disconnects switch manufacturer, model number, and NEMA rating.

- Check and record the AC voltages at the AC utility disconnect.
- Check and record the DC voltages at the DC disconnect.
- Check for water intrusion.
- Check and record fuse size and fuse rating.
- Check fuse continuity.
- Check disconnect is correctly labeled per NEC and local AHJ.

AC Switchboard

- Record switchboard manufacturer, model number, and NEMA rating.
- Check and record the AC Voltage and Current Ratings
- Check the record the AC Voltage and Current Ratings of any branch breakers.
- Check for water intrusion.
- Check for any visible damage or corrosion.
- Check that switchboard is correctly labeled per NEC and local AHJ.

Inverter

- Follow manufacturers start up protocol.
- Check and record fuse size and fuse rating.
- Check fuse continuity.
- Record and document inverter serial number.
- Record DC operating voltage.
- Record AC operating voltage.
- Check conductor termination torque values.

Inverter Operation

- Startup inverter per manufacturers protocol
- Verify fan operation.
- Verify that inverter counts down and connects to grid.
- Open ungrounded AC conductors feeding inverter at a remote disconnect or breaker.
- Verify that inverter ceases to operate and stops exporting power at output terminals.
- Close ungrounded AC conductors feeding inverter from remote disconnect or breaker.
- Verify that inverter counts down and reconnects with the grid.

Sample Commissioning Checklist Format:

Commissioning Checklist		Date of Service:						
		Name of Inspector:						
#	Description	Status			Picture Information			Notes
		Completed & Accepted	Completed & NOT Accepted	Not Completed	N/A	Picture Taken	Picture ID	
Racking and Components								
1	Visual inspection of array and racking components							
2	Visual inspection of ALL modules							
3	Visual inspection of roof penetrations							
4	Continuity test of racking components to ground							
5	Random torque test of racking hardware							
6	Check for any abnormal movement of racking system							
AC Load Center								
7	Combiner box inspection (water, debris, connections, etc.)							
8	Combiner box torque							
9	Source circuit VOC							
10	Source circuit Imp							
11	Complete combiner box data sheets							
12	IR image of all combiner boxes							
13	Total number of combiner boxes (list in notes)							
AC Disconnect								
14	Disconnect inspection (water, debris, connections, etc.)							
15	Disconnect torque							
16	Confirm proper operation of disconnect							
17	Complete disconnect data sheets							
18	IR image of all disconnects							
19	Total number of disconnects (list in notes)							
Sub-Combiner								
20	Sub-combiner box inspection (water, debris, connections, etc.)	n/a				n/a		n/a
21	Sub-combiner torque	n/a				n/a		n/a
22	Complete sub-combiner data sheets	n/a				n/a		n/a
23	IR image of all sub-combiners	n/a				n/a		n/a
24	Total number of sub-combiners (list in notes)	n/a				n/a		n/a
Pull-Box Inspection								
25	Inspection of all major pull boxes (water, debris, connections, etc.)							
26	Verify any splices made inside box are in good condition (visual only)							
27	Verify the lids of all boxes are secure after inspection							
Source Circuit Inspection								
28	Random visual inspection of source circuit wiring							
29	Random visual inspection of field made MC connections							
30	Random visual inspection of source circuit strapping							
Rooftop Conduits								
31	Random inspection of rooftop conduit connections for tightness (2%)							
32	Visual inspection of rooftop conduits and supports							
Inverter								
33	Visual inspection of all inverter components							
34	Completion of all manufacturers required commissioning tasks							
35	Complete inverter data sheets							
36	Torque of all components							
AC Switchboard (only perform if power is completely down inside cabinet)								
37	Inspect cabinet for wiring conditions							
38	Torque terminations on breakers							
Utility Disconnect								
39	Utility disconnect inspection (water, debris, connections, etc.)							
40	Disconnect torque							
41	Confirm proper operation of disconnect							
42	Complete disconnect data sheets							
43	IR image of all disconnects							
44	Total number of disconnects (list in notes)							
DAS (Monitoring system)								
45	Visual inspection of DAS box							
46	Visual inspection of meteorological stations							
47	Complete DAS data sheet							
Final Checks								
48	All customer required paperwork is completed							
49	All data sheets completed							
50	Complete picture list							
51	Complete equipment checklist (all fuse holders and boxes are closed)							
52	List all downed circuits found (list in notes)							
General Notes								
	Array is very dirty from construction debris and dirt.							

Inverter Commissioning Checklist:

Inverter Commissioning Datasheet				Technician:		Date:	
						Time:	
General Information	Site:			Box Condition	Corrosion present:		
	Manufacturer:				Protective finish condition:		
	Model #:				Debris inside box:		
	Serial #:				Water Intrusion:		
	Field #:		Polarity: +		Mounting hardware condition:		
					Conduit connection condition:		

			Circuit #	Size	Type	Material	Voc	Imp	Polarity	Fuse Vdc	Trq. Chk
DC Side	Voc:		Input 1								
	Vmp:		Input 2								
	Imp:		Input 3								
AC Side	Voltage:		Input 4								
	Current:		Input 5								
	Power (W):		Input 6								
IR #			Input 7								
Notes			Input 8								
			GND								
			Output								
			GND								

Inspection	Initials
Torque and inspect all wiring terminations.	
Clean inverter enclosure and heat sinks.	
Requirements	**Initials**
The circuit breaker must be correctly rated	
A means of disconnecting the inverter from the PV array must be present	
The inverter must be correctly mounted and closed	
All cables must be correctly connected to the terminals	
Unused openings for the DC connection in the inverter enclosure must be closed with UL-Listed type 3R filler	
Unused opening for the Ethernet connection or the communication connection in the inverter enclosure must be sealed tightly	
MECHANICAL CHECKS	**Initials**
Make sure cable glands are mounted properly and solidly fixed to the inverter's chassis.	
Fasten the inverter's front panel.	

NOTES:

AC Load Center Checklist:

AC Load Center				Technician:		Date:	
General Information	Site:			Box Condition	Corrosion Present:		
	Manufacturer:				Protective Finish Condition:		
	Model #:				Debris Inside Box:		
	Field #:		NEMA Rating: 3R		Water Intrusion:		
	On-Site Location:				Mounting Hardware Condition:		
	IR Image#:				Conduit Connection Condition:		

Circuit #	Conductor Size	Conductor Type	Conductor	EG Conductor Size	EGConductor Type	EGConductor Material	Breaker Size	Breaker AIC	Trq. Chk.
LOAD									
INV #1									
INV #2									
INV #3									
INV #4									
INV #5									
INV #6									

Torque Values			Ratings					Conduit					
Line Side:		lbs./in.	Fuse Rating:		A		V		Size	Type	# of Conductors	Conductor Size	Qty.
Load Side:		lbs./in.	Disconnect Rating:		A		V						
NOTES								1					
								2					
								3					
								4					
								5					
								6					
								7					
								8					

4.1.3 Operation and Maintenance Approach

Staten Solar aims to ensure the optimal performance and longevity of the PV system(s) through regular and meticulous maintenance. We emphasized and ensured the solar system operates efficiently and delivers clean energy for years to come. We deploy our in-house dedicated O&M team (or subcontractor if required) consisting of qualified technicians with experience in solar system maintenance.

O&M Service Personnel:

We will assign a dedicated O&M team (if Sub-contractor required for this activity, we will intimate before the start of O&M period) comprised of qualified technicians with experience in solar system maintenance. The team will include:

- **O&M Manager**: Oversees the overall O&M program and ensures compliance with industry standards.
- **Field Technicians**: Perform on-site inspections, maintenance tasks, and troubleshooting.
- **Electrical Engineers**: Provide technical expertise for diagnosing and resolving complex electrical issues.

Our operation and maintenance program encompassing the following:

a) PV Module & Inverter Cleaning:

- Staten Solar will conduct Annually (1 time in a year) cleaning of all PV modules to remove dust, dirt, and debris, ensuring maximum energy production.
- Staten Solar will use compressed air to clean inverter fans, preventing overheating and ensuring optimal performance.
- Visual inspections will be performed to identify any visible damage, and findings will be documented for your review.
- **Frequency of Service – Annually (1 Time in a year)**

b) Inspection of Connections and Terminals:

- Our team will perform a detailed inspection of electrical connections and terminals on Annual basis (1 time in a year).
- Any loose or damaged connections will be addressed promptly, and a comprehensive report, including recommendations, will be provided.
- **Frequency of Service – Annual (1 Time in a year)**

c) Corrective Maintenance:

- Prompt diagnosis and repair of any system malfunctions to minimize downtime and ensure efficient operation.

- Continuous monitoring of system performance through a monitoring system to identify any performance issues and optimize energy production. This data will include:
  - Daily, weekly, monthly, and annual energy production (kWh)
  - System efficiency metrics
  - Performance ratio (PR)

d) Work Report Status:

- After each maintenance visit, Staten Solar will provide a detailed work status report.
- Reports will include a summary of maintenance activities, any identified issues, corrective actions taken, and overall system health.
- Annual report of system performance and all maintenance performed on the system (Preventative, Corrective and Reactive, Warranty-related, or otherwise).
- **Frequency of Service – After each maintenance visit and as needed for significant findings**.

Services	Frequency
Module Washing	Annually
Vegetation Management	Annually (if required)
Pest Control	Annually
Required manufacturers inspections, testing and routine service	As per requirement
Corrective and Reactive Maintenance	As per requirement
Warranty Administration	As per requirement
Visual Inspections ➢ Identify any new shading concerns. ➢ Ensure penetrations are watertight where applicable. ➢ Confirm electrical enclosures are secured with locks and have restricted access. ➢ Check and document any corrosion issues. ➢ Check for loose hanging wires. ➢ Inspect equipment pads for cracking and wear. ➢ Inspect PV modules for defects (burn marks, discoloration, delamination, or cracked glass) ➢ Inspect racking system for rust, corrosion, sagging, missing or broken clips or bolts. ➢ Inspect conduits for proper support and expansion joints where necessary. ➢ Open combiner boxes and check torque marks on lugs. ➢ Open disconnects and inspect for corrosion or damage. ➢ Inspect all combiner boxes and disconnects for water ingress and debris, seal and clean where necessary.	Annually

➢ Inspect inverter interior and exterior for water ingress rodent, pests, dust intrusion, and torque settings. ➢ Verify weather sensor placements and cleanliness.	
Testing ➢ Verify torque settings for major equipment (structures, inverters, modules, BOS) ➢ Voltage and current testing at inverters and string level. ➢ Sensor calibration	Annually

Solar String Inverter Replacement Plan:

- The warranty on the proposed inverter is 10 Years and can be extended up to 20 Years.
- We evaluate the current inverter performance, age, and warranty status. Identify any warning signs or performance decline.
- After research compatible replacement inverters considering factors like power output, efficiency, warranty, and future needs.
- Analyze and estimate replacement cost (inverter, labor, permits) and schedule installation during optimal weather conditions to minimize production loss.
- Consider upgrading to a monitoring system for proactive maintenance and potential future system expansion.

Extended Maintenance Plans:

We also offer optional extended maintenance plans that provide comprehensive coverage beyond the manufacturer's warranty. It includes:

- More frequent preventative maintenance inspections.
- Priority service response times.
- Discounted rates on repairs and replacements.

4.1.4 Preliminary Project Schedule

The table below shows our High-Level critical path schedule. Many details have been omitted for ease of use and appropriate abstraction. We may address them during the interview or after signing the Contract – for example the details of construction steps or permitting steps, Geotech studies and so on. But please rest assured that this schedule is based on our years of experience and is the one we will commit to.

Preliminary Project Schedule			
Task ID	**Task Name**	**Duration**	**Finish**
1	Notice to Proceed (NTP)	0 Weeks	31-Jul-24
2	30% Design	2 Weeks	14-Aug-24
3	100% Design/ Submit for Permit	10 Weeks	23-Oct-24
4	Permit Received	16 Weeks	12-Feb-25
5	Material on Site	8 Weeks	9-Apr-25
6	Installation Start	2 Weeks	23-Apr-25
7	Mechanical Installation Complete	16 Weeks	13-Aug-25
8	Substantial Completion	5 Weeks	17-Sep-25
9	PTO	4 Weeks	15-Oct-25
10	Final Completion	4 Weeks	12-Nov-25

4.1.5 Safety Plan

Staten Solar is committed to providing safe and healthy work environments for all personnel involved in the solar PV system project. Staten Solar has their own policy to monitor and manger the safety at the project site during construction and maintenance phase. The policy promotes a safe workplace, free from hazards for all employees, contractors/subcontractors, and the public. This program shall provide directions to implement safety requirements and achieve compliance with the Federal Occupational Safety and Health Administration (OSHA) and applicable state OSHA Requirements.

Please refer the link to access the policy – **Click to get the Safety at Staten Solar Policy.**

https://drive.google.com/file/d/1CPxUNcuz2QxZ1RDU2ZnYViM8Mesr2EFl/view?usp=drive_link

Staten Solar's EHS policy emphasizes the following principles:

- **Safety First**: We believe that all incidents are preventable, and we are committed to continuously improving our safety performance.
- **Compliance**: We comply with all applicable local, state, and federal EHS laws, regulations, and standards.
- **Risk Management**: We identify and assess potential hazards and implement effective controls to mitigate them.
- **Continuous Improvement**: We strive to continually improve our EHS programs and procedures through regular reviews and inspections.
- **Communication and Training**: We effectively communicate EHS expectations and provide comprehensive training to all personnel.

Experience Modification Rate (EMR) (California workers' compensation insurance)	**0.79**
Any OSHA (Occupational Health and Safety Administration) Violation or Fine	**No**

Signage and Fencing Examples:





4.2 System Design

4.2.1 System Layouts and Design Parameters

Design Concept and Layout: Staten Solar possesses extensive experience designing and implementing solar PV systems for facilities in various stages of development. We are confident in our ability to contribute positively to the project's success and our capabilities align seamlessly with your requirements and make it a strong partner for the District. Staten Solar has been installing projects for the C&I and government sector for 15 years. We have successfully deployed solar PV systems, BESS & Microgrid constructed from the highest quality system components with best-in-class performance, reliability, and warranties in United State. Our proven experience guarantees high-quality, customer-oriented service from project inception through construction and operation. Staten Solar prioritizes approach to ensure solar PV system is delivered efficiently on time, and within budget.

Building upon the District's initial concept and leveraging our expertise, we have developed a refined design concept and layout that optimizes energy production, minimizes land use, orientation of the panels to maximize sunlight capture throughout the year and aligns with the district's technical requirements. We optimized the layout and orientation of the panels to maximize sunlight capture throughout the year. The summary of the proposed system is described below. The System layout for the project can be seen in **Appendix A**.

Solar PV System Design - Parameters:

Sr. No.	Site Name	Proposed System Type	Proposed System Size (kW-DC)	Proposed System Size (kW-AC)	Estimated Annual Energy Production (in kWh)	Footprint of Proposed Module System (Sq-feet)	Specific Production (kWh/kWp/ Year)
1	Horton WWTP	GM - Fixed	388.30	350.00	783,879	19,634	2,019
2	Well 24	GM - Fixed	183.70	160.00	371,147	9,289	2,020
3	Well 27	GM - Fixed	334.40	300.00	676,618	16,910	2,023
4	Well 29	GM - Fixed	203.50	170.00	408,647	10,290	2,008
5	Well 32 and Booster Station	GM - Fixed	426.80	400.00	864,449	21,582	2,025
6	Nancy Wright Regional Water Reclamation	GM - Fixed	388.30	360.00	783,447	19,634	2,018
7	Little Morongo RES-BCT	GM – 1P Tracker	2,159.30	2,000.00	5,261,364	109,168	2,437
	Total		**4,084.30**	**3,740.00**	**9,149,551**	**206,507**	**2,240**

Solar PV System Design Parameters:

Sr. No.	Site Name	Estimated Capacity Factor	PR (%)	Tilt Angle	Azimuth Angle	DC/AC Ratio
		(%)	(%)	Degree	Degree	
1	Horton WWTP	23.05%	82.09%	20 °	180 °	1.11
2	Well 24	23.06%	82.18%	20 °	174 °	1.15
3	Well 27	23.10%	82.28%	20 °	180 °	1.11
4	Well 29	22.92%	81.65%	20 °	180 °	1.20
5	Well 32 and Booster Station	23.12%	82.36%	20 °	180 °	1.07
6	Nancy Wright Regional Water Reclamation	23.03%	82.04%	20 °	180 °	1.08
7	Little Morongo RES-BCT	27.82%	78.13%	+60°/ -60°	180 °	1.08
	Total	**25.57%**	**81.53%**			**1.09**

Site/System Layout & Energy Simulation (PVSyst Reports) Details:

Sr. No.	Site Name	System Layout (Click on the below Link for quick reference)	PVSyst Simulation Report (Click on the below Link for quick reference)
1	Horton WWTP	Click to get System Layout	Click to get PVSyst Report
2	Well 24	Click to get System Layout	Click to get PVSyst Report
3	Well 27	Click to get System Layout	Click to get PVSyst Report
4	Well 29	Click to get System Layout	Click to get PVSyst Report
5	Well 32 and Booster Station	Click to get System Layout	Click to get PVSyst Report
6	Nancy Wright Regional Water Reclamation	Click to get System Layout	Click to get PVSyst Report
7	Little Morongo RES-BCT	Click to get System Layout	Click to get PVSyst Report

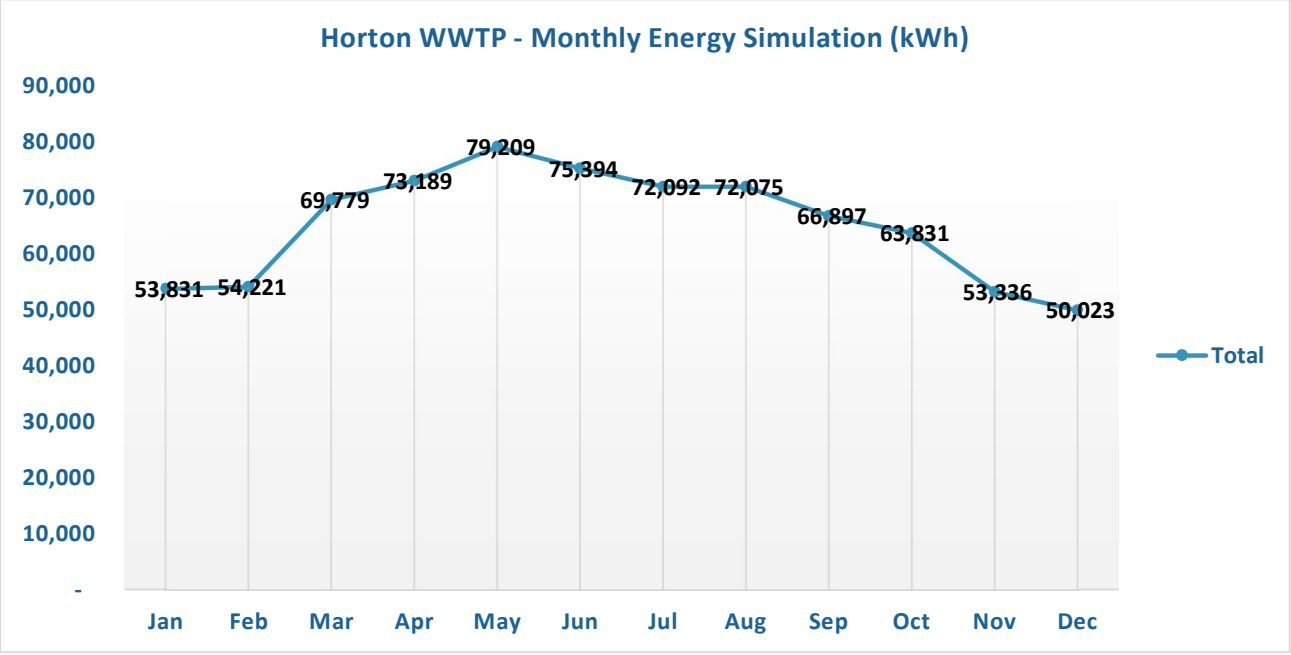
Solar Production Modelling:

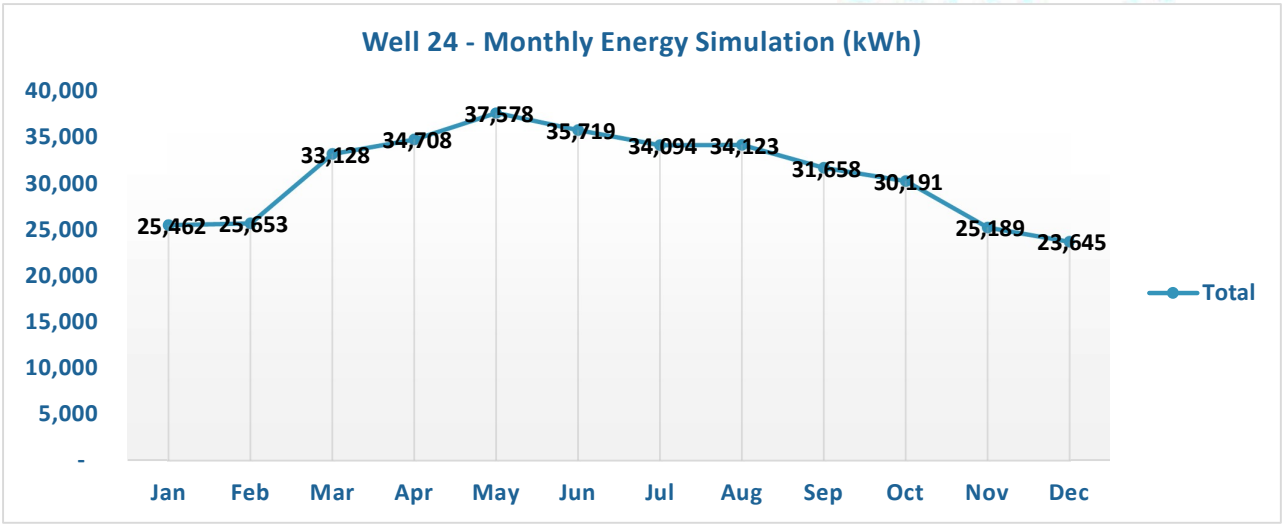
Staten Solar provides highly accurate PV performance modelling simulations using PVSyst, an industry-standard tool known for its user-friendly interface and regular updates.

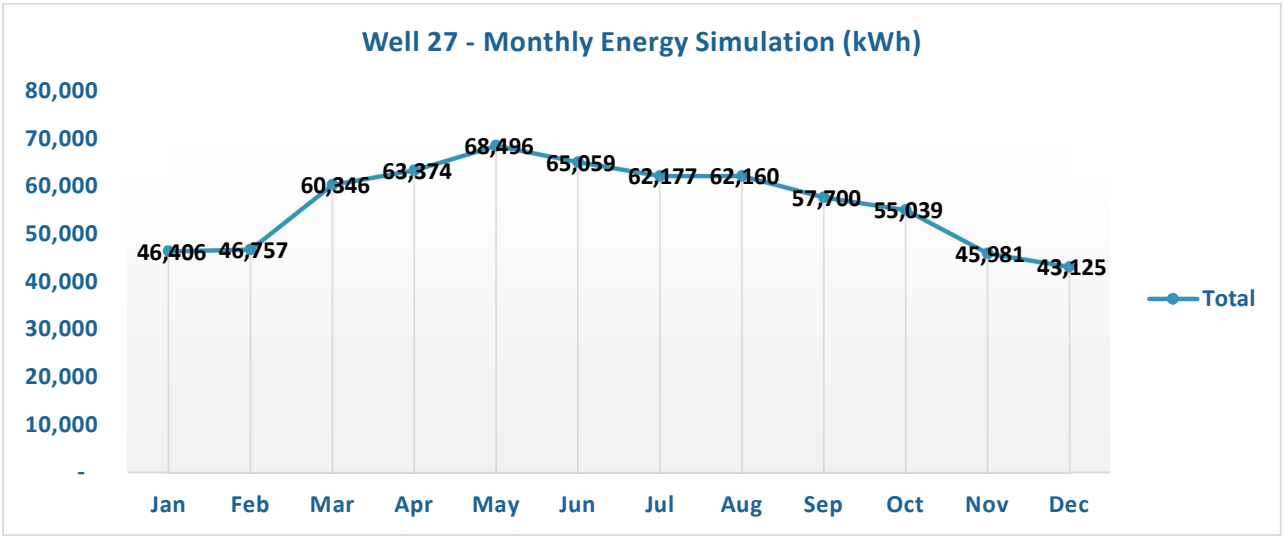
PVSyst helps design engineers produce reliable production reports. Our Engineering team is available to discuss findings at any time upon request. Solar power simulations are critical for determining the total value of a solar technology, which is why accurate data inputs are essential.

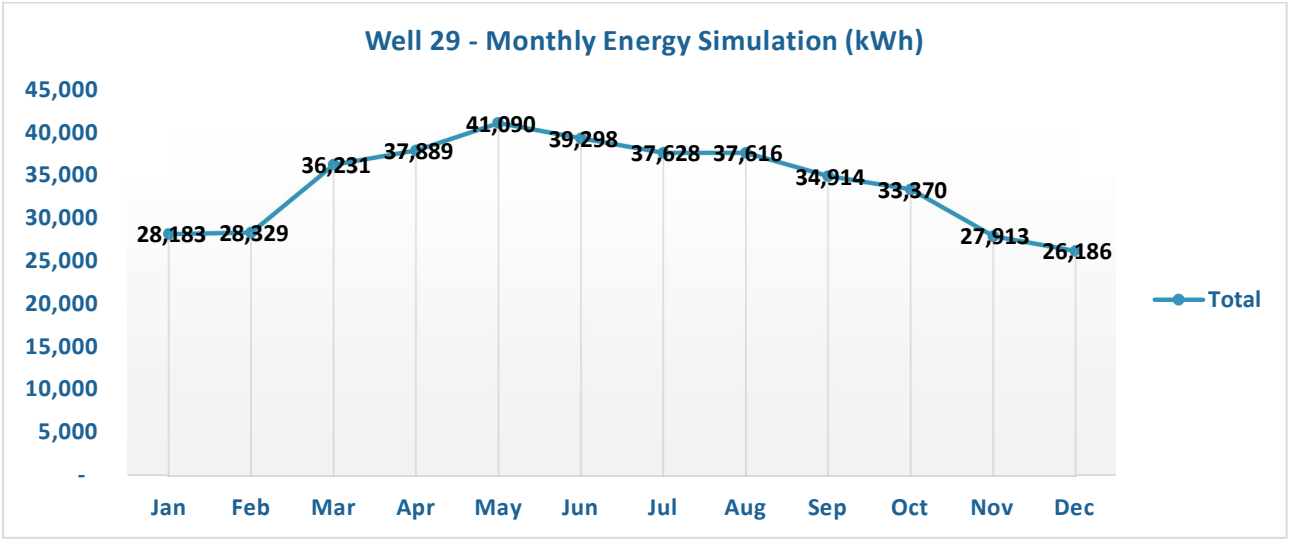
Our models consider various loss factors like soiling, IAM, temperature effects, low light conditions, wiring losses, degradation, and mismatch losses. These factors are based on historical production data relevant to your project.

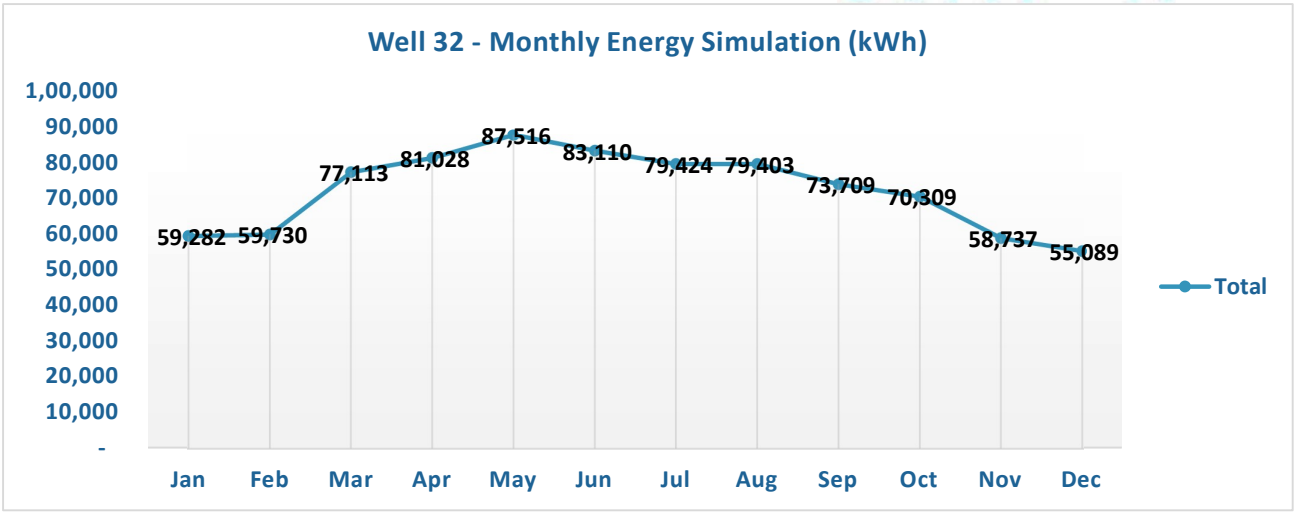
The complete PVSyst report is available in Appendix B. This section presents a graphical representation of the monthly energy simulations, derived from the detailed 8760-hour data analysis within the report.

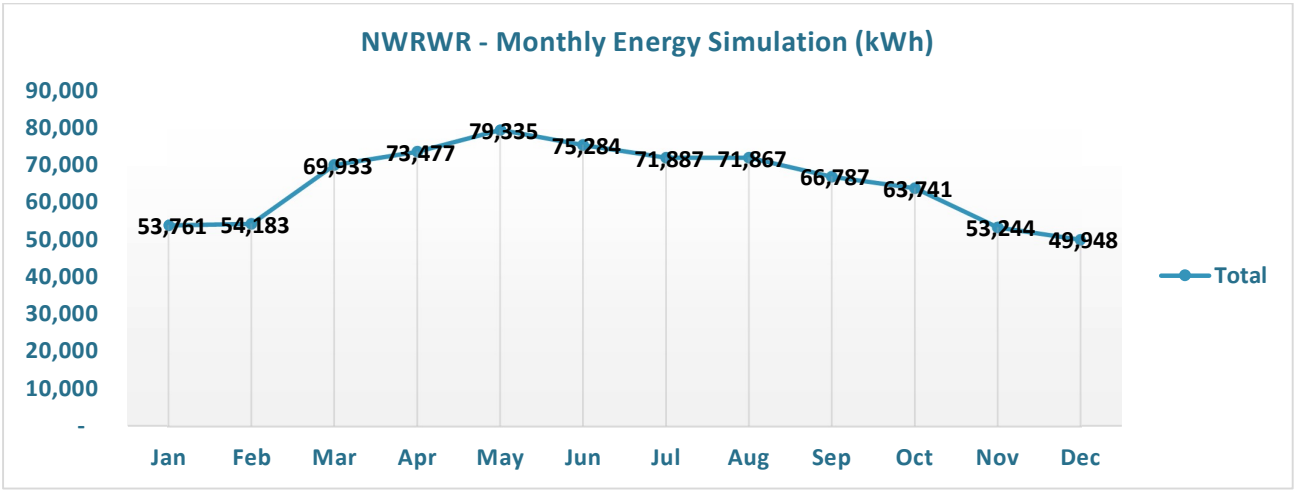


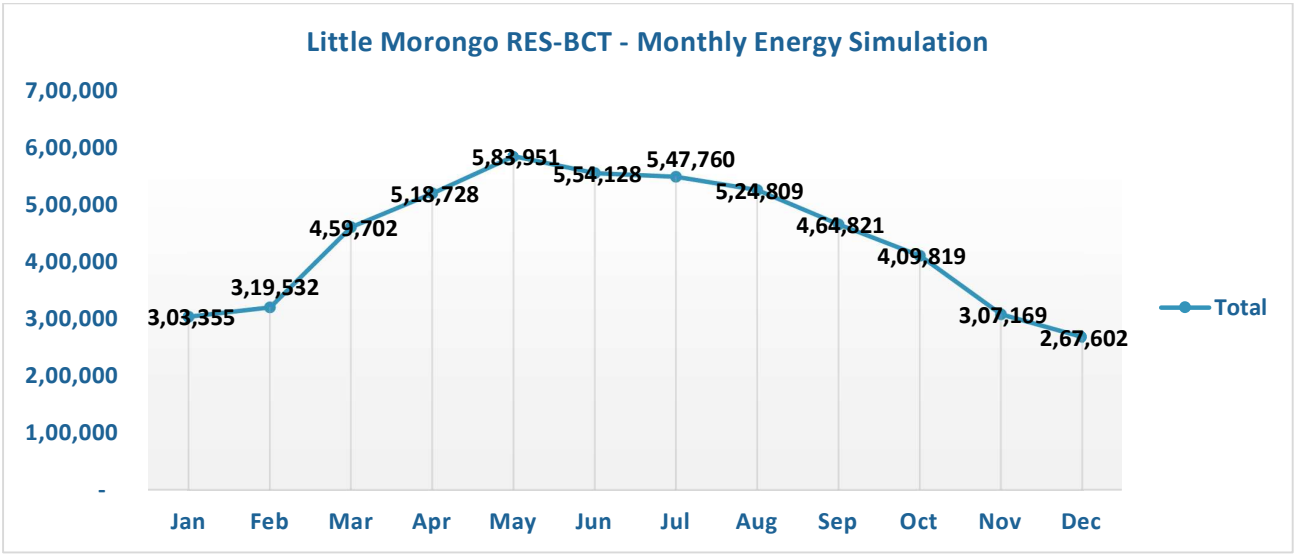

Well 24 - Monthly Energy Simulation (kWh)
40,000
35,000
30,000
25,000
20,000
15,000
10,000
5,000
-
25,462
25,653
33,128
34,708
37,578
35,719
34,094
34,123
31,658
30,191
25,189
23,645
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Total


Well 27 - Monthly Energy Simulation (kWh)
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
-
46,406
46,757
60,346
63,374
68,496
65,059
62,177
62,160
57,700
55,039
45,981
43,125
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Total


Well 29 - Monthly Energy Simulation (kWh)
45,000
40,000
35,000
30,000
25,000
20,000
15,000
10,000
5,000
-
28,183
28,329
36,231
37,889
41,090
39,298
37,628
37,616
34,914
33,370
27,913
26,186
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Total


Well 32 - Monthly Energy Simulation (kWh)
1,00,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
-
59,282
59,730
77,113
81,028
87,516
83,110
79,424
79,403
73,709
70,309
58,737
55,089
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Total


NWRWR - Monthly Energy Simulation (kWh)
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
-
53,761
54,183
69,933
73,477
79,335
75,284
71,887
71,867
66,787
63,741
53,244
49,948
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Total


Little Morongo RES-BCT - Monthly Energy Simulation
7,00,000
6,00,000
5,00,000
4,00,000
3,00,000
2,00,000
1,00,000
-
3,03,355
3,19,532
4,59,702
5,18,728
5,83,951
5,54,128
5,47,760
5,24,809
4,64,821
4,09,819
3,07,169
2,67,602
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Total

4.2.2 Single Line Diagram

The Single Line Diagram (SLDs) having DC & AC side components for all the project sites (Solar project) can be seen in **Appendix C** and available at link given below: **SLDs – Solar System.**

Sr. No.	Site Name	Solar System - SLDs (Click on the below Link)
1	Horton WWTP	Click to get system SLD
2	Well 24	Click to get system SLD
3	Well 27	Click to get system SLD
4	Well 29	Click to get system SLD
5	Well 32 and Booster Station	Click to get system SLD
6	Nancy Wright Regional Water Reclamation	Click to get system SLD
7	Little Morongo RES-BCT	Click to get system SLD

4.2.3 BOS & Transformer – Solar System

This is the typical high-level BOS (Balance of system) details provided for all project sites. The specification for the transformer (if required at any site) is also provided.

Sr. No	Product	Specification	UOM	Horton WWTP	Well 24	Well 27	Well 29	Well 32 and Booster Station	Nancy Wright Regional Water Reclamation	Little Morongo RES-BCT
Plant Capacity (kW)				**388.30**	**183.70**	**334.40**	**203.50**	**426.80**	**388.30**	**2,159.30**
1	**Solar Module**	ZNShine-550W	Nos	706	334	608	370	776	706	3,926
2	**Inverter**	CPS-50KW	Nos	1	0	0	1	0	0	0
		CPS-60KW	Nos	0	1	0	2	0	6	0
		CPS-100KW	Nos	3	1	3	0	4	0	20
3	**AC Combiner Panel**	Reputed	Type	480V 600A	480V 400A	480V 600A	480V 400A	480V 600A	480V 600A	480V 3000A
4	**AC Disconnect**	Reputed	Type	480V 600A	480V 400A	480V 600A	480V 400A	480V 600A	480V 600A	480V 3000A
5	**AC Cable**	Reputed	Lot	1	1	1	1	1	1	1
6	**DC Cable**	Reputed	Lot	1	1	1	1	1	1	1
7	**Transformer**	Reputed	Type	0	0	0	0	0	(2) 480V/ 4.16kV - Due to long Cable run	(1) 480V/ 12.47kV 2MVA
8	**Communication Cable**	Reputed	Lot	1	1	1	1	1	1	1

4.2.4 Racking/Structure Design

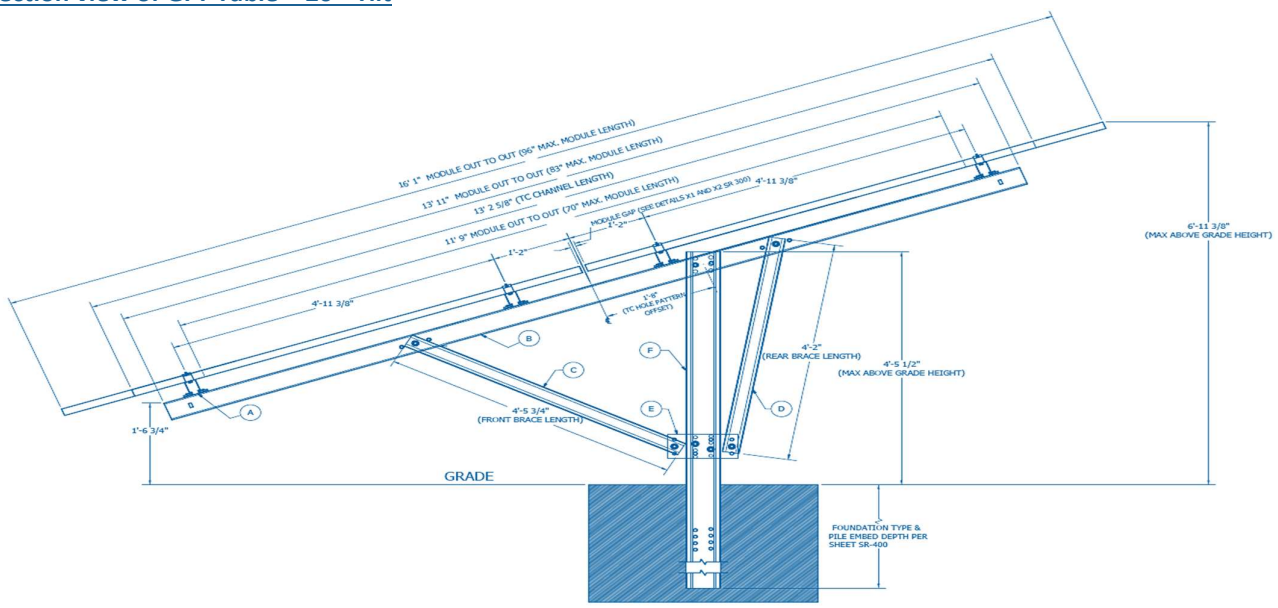
The ground mount project sites design using Unirac structure is available at the link given below – **Structure Design**.

https://drive.google.com/drive/folders/13ZlqQNaWIb7Flfy5G4sygV2mwyrbiahR?usp=drive_link

Site Name	Proposed System Type	Proposed System Size (kW-DC)	Design Document
Horton WWTP	GM - Fixed	388.30	Click to get Structure Design
Well 24	GM - Fixed	183.70	Click to get Structure Design
Well 27	GM - Fixed	334.40	Click to get Structure Design
Well 29	GM - Fixed	203.50	Click to get Structure Design
Well 32 and Booster Station	GM - Fixed	426.80	Click to get Structure Design
Nancy Wright Regional Water Reclamation	GM - Fixed	388.30	Click to get Structure Design
Little Morongo RES-BCT	GM - Tracker	2,159.30	Refer the Datasheet for Tracking

Descriptions	Values
Type of Structure	Ground Mount Structure (Permit Ready)
Manufacturer	Unirac – For Ground Fixed Tilt Next Tracker – For 1P Tracker
Type of Structure	GFT (Ground Fixed Tilt) Tracker System – NX Horizon (Next Tracker)
Datasheet	Refer Appendix E – GM Fixed Structure Refer Appendix E – GM Tracker Structure
Warranty	25 years for Fixed 10 Years for Tracker

Section view of GFT Table – 20 ° Tilt



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Next Tracker Architecture –

- **NX Horizon – Horizontal Single-Axis, Independent Row, independently balanced**



Design Criteria / Assumptions / Notes for Ground Mount Projects:

Project Site: Horton WWTP – GFT

Parameters Used for Design

Building Code	ASCE 7-16
Basic Wind Speed	91.00 mph
Ground Snow Load	0.00 psf
Risk Category	I
Seismic Factor, Ss	2.315
Seismic Factor, S1	0.868
Elevation	924.00 ft
Wind Exposure	C
Wind On Ice	30.00 mph
Ice Thickness	0.00"
Frost Depth	0.00 ft

Inspection

Product	GFT
Module Manufacturer	Znshinesolar
Model	706 - ZXM7-SHLDD144 550 V5
Module Watts	550 watts
Module Length	89.68"
Module Width	44.64"
Module Thickness	1.18"
Module Weight	69.44 lbs
Rails Direction	EW
Rails Arrangement Type	Four Rail
Tilt	20 degrees
Clamp Selection	Universal AF Clamps
Foundation Type	Driven
Front Edge Height	2.00 ft
Foundation Length	12.50 ft

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Project Site: Well 24 – GFT

Parameters Used for Design	
Building Code	ASCE 7-16
Basic Wind Speed	91.00 mph
Ground Snow Load	0.00 psf
Risk Category	I
Seismic Factor, Ss	2.265
Seismic Factor, S1	0.854
Elevation	1062.00 ft
Wind Exposure	C
Wind On Ice	30.00 mph
Ice Thickness	0.00"
Frost Depth	0.00 ft

Inspection	
Product	GFT
Module Manufacturer	Znshinesolar
Model	334 - ZXM7-SHLDD144 550 V5
Module Watts	550 watts
Module Length	89.68"
Module Width	44.64"
Module Thickness	1.18"
Module Weight	69.44 lbs
Rails Direction	EW
Rails Arrangement Type	Four Rail
Tilt	20 degrees
Clamp Selection	Universal AF Clamps
Foundation Type	Driven
Front Edge Height	2.00 ft
Foundation Length	12.50 ft

Project Site: Well 27 – GFT

Parameters Used for Design	
Building Code	ASCE 7-16
Basic Wind Speed	91.00 mph
Ground Snow Load	0.00 psf
Risk Category	I
Seismic Factor, Ss	2.487
Seismic Factor, S1	0.967
Elevation	854.00 ft
Wind Exposure	C
Wind On Ice	30.00 mph
Ice Thickness	0.00"
Frost Depth	0.00 ft

Inspection	
Product	GFT
Module Manufacturer	Znshinesolar
Model	428 - ZXM7-SHLDD144 550 V5
Module Watts	550 watts
Module Length	89.68"
Module Width	44.64"
Module Thickness	1.18"
Module Weight	69.44 lbs
Rails Direction	EW
Rails Arrangement Type	Four Rail
Tilt	20 degrees
Clamp Selection	Universal AF Clamps
Foundation Type	Driven
Front Edge Height	2.00 ft
Foundation Length	12.50 ft

STATEN

Project Site: Well 29 – GFT

Parameters Used for Design	
Building Code	ASCE 7-16
Basic Wind Speed	91.00 mph
Ground Snow Load	0.00 psf
Risk Category	I
Seismic Factor, Ss	2.389
Seismic Factor, S1	0.894
Elevation	1011.00 ft
Wind Exposure	C
Wind On Ice	30.00 mph
Ice Thickness	0.00"
Frost Depth	0.00 ft

Inspection	
Product	GFT
Module Manufacturer	Znshinesolar
Model	350 - ZXM7-SHLDD144 550 V5
Module Watts	550 watts
Module Length	89.68"
Module Width	44.64"
Module Thickness	1.18"
Module Weight	69.44 lbs
Rails Direction	EW
Rails Arrangement Type	Four Rail
Tilt	20 degrees
Clamp Selection	Universal AF Clamps
Foundation Type	Driven
Front Edge Height	2.00 ft
Foundation Length	12.50 ft

Project Site: 32 and Booster Station – GFT

Parameters Used for Design	
Building Code	ASCE 7-16
Basic Wind Speed	91.00 mph
Ground Snow Load	0.00 psf
Risk Category	I
Seismic Factor, Ss	2.459
Seismic Factor, S1	0.938
Elevation	908.00 ft
Wind Exposure	C
Wind On Ice	30.00 mph
Ice Thickness	0.00"
Frost Depth	0.00 ft

Inspection	
Product	GFT
Module Manufacturer	Znshinesolar
Model	776 - ZXM7-SHLDD144 550 V5
Module Watts	550 watts
Module Length	89.68"
Module Width	44.64"
Module Thickness	1.18"
Module Weight	69.44 lbs
Rails Direction	EW
Rails Arrangement Type	Four Rail
Tilt	20 degrees
Clamp Selection	Universal AF Clamps
Foundation Type	Driven
Front Edge Height	2.00 ft
Foundation Length	12.50 ft

STATEN

Project Site: NWRWR – GFT (Nancy Wright Regional Water Reclamation)

Parameters Used for Design	
Building Code	ASCE 7-16
Basic Wind Speed	91.00 mph
Ground Snow Load	0.00 psf
Risk Category	I
Seismic Factor, Ss	2.419
Seismic Factor, S1	0.907
Elevation	976.00 ft
Wind Exposure	C
Wind On Ice	30.00 mph
Ice Thickness	0.00"
Frost Depth	0.00 ft

Inspection	
Product	GFT
Module Manufacturer	Znshinesolar
Model	706 - ZXM7-SHLDD144 550 V5
Module Watts	550 watts
Module Length	89.68"
Module Width	44.64"
Module Thickness	1.18"
Module Weight	69.44 lbs
Rails Direction	EW
Rails Arrangement Type	Four Rail
Tilt	20 degrees
Clamp Selection	Universal AF Clamps
Foundation Type	Driven
Front Edge Height	2.00 ft
Foundation Length	12.50 ft

Project Site: Little Morongo RES-BCT – GFT

Parameters Used for Design	
Building Code	ASCE 7-16
Basic Wind Speed	91.00 mph
Ground Snow Load	0.00 psf
Risk Category	I
Seismic Factor, Ss	2.419
Seismic Factor, S1	0.907
Elevation	976.00 ft
Wind Exposure	C
Wind On Ice	30.00 mph
Ice Thickness	0.00"
Frost Depth	0.00 ft

4.3 Equipment Specification and Data Sheets

4.3.1 Solar Modules Specification

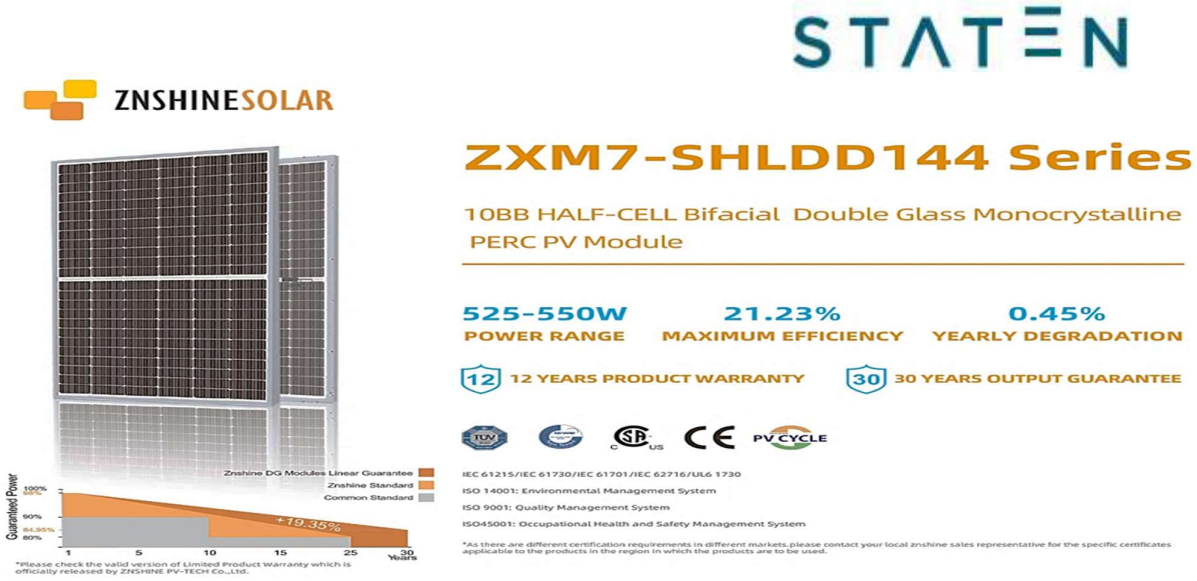
We propose utilizing high-efficiency solar panels with a proven record of accomplishment of performance and reliability. Our recommended photovoltaic (PV) modules are **Tier 1 approved by CEC (California Energy Commission) offered by ZnShine Solar 550W model**, identified by the model number "ZXM7-SHLDD-144-550". These modules feature **mono-crystalline bifacial solar cells**, renowned for their exceptional efficiency and reliability even under low irradiance conditions. The N-type cells utilized in this design exhibit high resistance to Light Induced Degradation, contributing to prolonged performance.

ZnShine modules are designed to adapt to harsh outdoor environment conditions such as salt, ammonia, sand, high temperature and high humidity environment. It has more power output in weak light conditions, such as haze, cloudy, and early morning. It utilized MBB cell technology which has an excellent anti-microcracking performance and reduces distance between busbars that balanced interior stress.

ZnShine Solar stands behind its product with an industry leading Twelve (12) years product and thirty (30) years power output warranty, ensuring an output not less than 84% of the nameplate capacity.

A copy of ZnShine Solar Module datasheet is available in **Appendix E**.

Solar PV Module Specifications	
Solar Module Manufacturer	ZnShine Solar (Tier 1 classified)
Module Type	10BB Half Cell Bifacial Double Glass Monocrystalline PERC PV Module
Module Number	ZXM7-SHLDD144-550
Module Maximum Efficiency	21.23 %
Module Peak Power	550 W
Year 1 Production Degradation Rate	1.00 %
Year 2 – 25 Production Degradation Rate	0.45 %
Module Warranty	12 Years Product & 30 Years Power Warranty



4.3.2 Inverter Specification

We will utilize high-efficiency inverters that convert DC power from the panels to AC power for utilization. We will also consider incorporating advanced inverter features like power quality improvement and reactive power control, if applicable. To convert DC power to AC power, Chint Power (CPS) String inverters are employed.

The 50 & 60kW (55 & 66kVA) medium power CPS three phase string inverters are designed for ground mount, rooftop, and carport applications. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiency at 98.8% peak and 98.5% CEC, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications.

The 100kW high power CPS three-phase string inverters are designed for ground-mount applications with 480Vac service voltage. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiencies, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications. The CPS 100kW products ship with the Standard or Centralized Wire-box, each fully integrated and separable with AC and DC disconnect switches. The Standard Wire-box includes touch-safe fusing for up to 20 strings.

A copy of the CPS Inverter datasheet is available in **Appendix E.**

Inverter Specifications	
Inverter Manufacturer	CPS – Chint Power (CEC Listed)
Inverter Type	String

Inverter Number	CPS SCA60KTL-DO/US-480 CPS SCA50KTL-DO/US-480 CPS SCH100KTL-DO/US-480
Inverter Peak Power	60 kWac 50 kWac 100 kWac
Maximum Efficiency	98.80%
CEC Efficiency	98.00%
Inverter Warranty	10 Years

CPS

Data

50/60 kW, 1000 Vdc String Inverters for North America

The 50 & 60 kW (55 & 66 kVA) medium-power CPS three-phase string inverters are designed for ground mount, large rooftop and carport applications. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiency at 98.8% peak and 98.5% CEC, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications.

The CPS 50/60KTL products ship with either the Standard Wire-box or the Rapid Shutdown Wire-box, each fully integrated and separable with touch-safe fusing, monitoring, and AC and DC disconnect switches. The integrated PLC transmitter in the Rapid Shutdown Wire-box enables PVRSS certified module-level rapid shutdown when used with the Tigo TS4-F/TS4-A-F/TS4-A-2F products, APS RSD-S-PLC/RSD-D products, and NEP PVG-2 products. The CPS FlexOM Gateway enables monitoring, controls and remote product upgrades.

Key Features

- NEC 2017/2020 PVRSS certified for rapid shutdown
- 55 & 66 kVA rating allows max rated active power @ ±0.91 PF
- Selectable max AC apparent power of 50/55 kVA and 60/66 kVA
- NEC compliant and UL listed arc-fault circuit protection
- 15-90° mounting orientation for low profile roof installs
- Optional FlexOM Gateway enables remote firmware upgrades
- Integrated AC and DC disconnect switches
- 3 MPPTs with 5 inputs each for maximum flexibility
- NEMA Type 4X outdoor rated enclosure
- UL 1741-SA certified to CA Rule 21, including SA8 - SA18
- UL 1741-SB and IEEE 1547-2018 certified



CPS SCA50KTL-DO/US-480
CPS SCA60KTL-DO/US-480

CPS

Data

100kW, 1500Vdc/480Vac String Inverters for North America



CPS SCH100KTL-DO/US-480

4.3.3 Racking Structure Specification – Ground Mount

Ground Mount – Fixed Structure:

The ground mount fixed structure is sourced from **UNIRAC, a North America's leading manufacturer of solar PV mounting systems**. With more than 25 years of customer service, UNIRAC has over 12.5GW of experience and more than 2,500,000 installations worth of knowledge; partnering with UNIRAC leverages experience that makes a difference.

Sr. No.	Descriptions	Values
1	Type of Structure	Ground Mount – Fixed Structure (Permit Ready)
2	Manufacturer	Unirac
3	Type of Structure	GFT (Ground Fixed Tilt)
4	Datasheet	Refer Appendix E – GM – Fixed Structure
5	Warranty	25 years



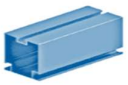
STATEN

DETAILED PARTS DESCRIPTION



Rail 411168M GFT RAIL 168" MILL

168" long mill finish aluminum east-west rail for module mounting. Interfaces with top mounting Solarmount Pro Series or Standard module clamps. Works with both 4 rail or shared rail configurations.



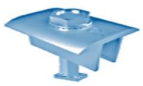
Rail 411246M GFT RAIL 246" MILL

246" long mill finish aluminum east-west rail for module mounting. Interfaces with top mounting Solarmount Pro Series or Standard module clamps. Works with both 4 rail or shared rail configurations.



Splice 404014 GFT RAIL SPLICE KIT

Internal splice for aluminum GFT east-west rails. Splice is fully structural and includes self-drilling fasteners.



Mid Clamp 302045M UNIVERSAL AF SERIES MID CLAMP MILL

Universal Aesthetic Fastener (Mid), Universal for modules between 30-46mm and features twist and lock installation, 1 tool install, UL2703 integrated bonding, and low profile hardware and 1/2" module gap for optimal aesthetics. Made from Aluminum and Stainless Steel hardware.



End Clamp 302050M UNIVERSAL AF SERIES END CLAMP MILL

Universal Aesthetic Fastener (End), Universal for modules between 30-46mm without the use of spacers or extra parts, Features twist and lock installation, 1 tool install, UL2703 integrated bonding, and low profile hardware for optimal aesthetics. Clamps can be placed anywhere on the rail and rail can be cut flush with the clamp for optimal aesthetics. Made from Aluminum and Stainless Steel hardware, Caps are PC/ASA.



Foundation 404001 GFT C-PILE, 12.5'

12.5' galvanized cold rolled C-profile foundation for GFT ground mount, with encircling concrete pile diameter.



Structure 404037 GFT Top Chord Channel 20/30, LgFmt

Galvanized cold rolled C-profile top-chord. Supports east-west beams at both 20 degree and 30 degree tilt options.



Structure 404031 GFT DIAGONAL BRACE ASSEMBLY 20D SR

Pre-assembled diagonal brace set for 20 degree tilt option. Includes lower brace plate, front diagonal, and rear diagonal brace.



Hardware 404013 KIT, GFT ASSEMBLY HARDWARE 4-RAIL

Complete hardware kit for for all structural connections at one foundation. Use this kit for 4 rail configuration (2 rails behind each row of modules). Does not include module clamps.



Wire Management 404015 GFT WIRE MANAGEMENT CLIP

Stainless steel spring clip supports wire bundles along GFT east-west rails.



Grounding Lug 008009P ILSCO LAY IN LUG (GBL4DBT)

For electrical bonding of PV modules and rails. Accepts 4-14 AWG copper wires. Tin plated copper body, 1/4" stainless steel fasteners.



Wire Mgmt 008017S HEYCO SUNRUNNER 2-S CLIP

HEYCO SUNRUNNER 2-S CLIP



Microinverter Mounting To The Rail 008013S
MICRO MNT BND T-BOLT 1/4in x 3/4in SS

Attaches micro-inverter flange to beam using 3/4" x 1/4" bonding T-Bolt.

8' of embedment needs to be verified by pile testing or by an engineered pile design

Ground Mount – Tracking Structure:

The ground mount tracking structure (NX Horizon) is sourced from **Nextracker,** a leading provider of intelligent, integrated solar tracker and software solutions used in utility-scale and ground-mounted distributed generation solar projects around the world. NX Horizon tracker is powered by world-class engineering, technology innovation, and comprehensive global support services. It is known for its robust design, ease of installation, field-proven weather durability, and LCOE-optimized performance.

NX Horizon's patented independent row, self-powered tracking system provides reliable performance across the widest range of site conditions. Simple, robust hardware, including self-aligning module rails and vibration-proof fasteners, enables rapid installation and long life without maintenance. Mechanically balanced rows minimize tracking power requirements and pair with a time-proven drive & control system for maximum durability and uptime. NX Horizon's decentralized architecture with intelligent communications supports layout adaptability, flexible construction and commissioning sequencing, and advanced tracker functionality with over-the-air updates.

NX Horizon Decentralized Architecture:

- Pioneer of the independent-row single-axis tracker system.
- Able to commission each row in advance of site power.
- Highly engineered mass-balance rotation instead of reliance on rotational torque energy.
- Rugged slew-drive motor with proven reliability across many industries
- Maximum solar energy capture with up to 120° tracker range of motion.
- Eliminates the need for a power cable run
- Unlinked tracker rows allow for east-west terrain-following flexibility.
- North-south maximum slope: 15%.

Sr. No.	Descriptions	Values
1	Type of Structure	Ground Mount – Tracker Structure
2	Manufacturer	Nextracker
3	Type of Structure	NX Horizon – (Horizontal single-axis, independent row, independently balanced)
4	Datasheet	Refer Appendix E – GM – Tracker Structure
5	Solar Tracking method	Astronomical algorithm with backtracking standard
6	Tracker Controller	Self-Powered Controller (SPC) with integrated inclinometer and UPS
7	Motor	Brushless DC
8	Warranty	10 years

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Proven resilience

NX Horizon is designed to withstand extreme weather, proven season after season, with hundreds of systems around the world. Nextracker's in-house project-engineering services configure and optimize NX Horizon to suit the unique combination of weather and climate for each project site. Based on the industry's most comprehensive wind analysis and field testing, NX Horizon is hardened against failures by robust structural design, the industry's best damping system, and advanced stowing functionality. In the event of hail, NX Horizon offers a 60° stow position, rapid rotation and UPS backup to maximize module survivability, even in the event of a grid outage. Additional software, hardware and support is available with NX Horizon Hail Pro™, for maximum capability and readiness in severe hail regions. NX Horizon is inherently tolerant of flooding with drive and control components 4-5' above grade. Flood-stowing functions to protect panels are available.

Highlights

8 years in a row
Global Market Share Leader

90 GW
Delivered on 6 Continents

Best-in Class
Software Ecosystem and Global Services

Up to 4% more energy
Using TrueCapture yield optimization software



4.3.4 Monitoring Equipment/System Specification

The system will be monitored using the Wattch monitoring portal throughout the project period. The system layout shows the status of all equipment. Primarily data is captured via on-site hardware (full turnkey, UL-listed assembly that can be mounted and wired for ease of installation).

Wattch default data interval- 10 second resolution, uploaded frequency every minute. Configurable down to 1 second resolution (additional scope required). It can provide a range of traditional metrics like Performance vs. Predicted (Helioscope or other design tool), availability, etc. But most of the value for clients come from the Wattch Ideal Energy models, driven by the Wattch Digital Twin. This gives much higher precision with a bottom-up, physics simulation of every component on the site. Gives clients a much more accurate view of site health, where performance issues may occur, and whether those are worth corrective action or not.

It has Full alert capabilities for a range of conditions, including device faults, device underperformance, site underperformance, device communications lost, modem offline, and other issues. Also includes additional intelligence and thresholds to reduce false alarm “noise.”

It has Cloud-based monitoring platform that brings together highly precise energy modeling powered by the Wattch Digital Twin, remote diagnostics, and control functionality via an always-on, bi-directional connection to the site, and easy to set up and commission hardware that enables faster installation and data capture.

Wattch monitoring system can collect basically any data point captured that a device could surface via Modbus. It has a library of drivers Wattch maintains that span over 200 hardware brands and is growing by the day. Everything from production data, fault codes, and additional technical data.

Wattch monitoring system can support most telemetry needs based on the utility and grid requirements.

Additionally, it includes a snapshot of key information, while the utility's portal displays the system's consumption data.

It allows users to do the following:

- A secure, bidirectional, always on communications link between a site and the cloud provides an unprecedented level of observability and control.
- Remotely reset inverters, clear faults, and capture IV curves.
- Eliminate guesswork and instantly localize performance issues.
- Stay informed and prioritize maintenance work with real-time alerts.
- Asset Management - View equipment history and manage replacements.
- Allows exporting any dataset to Excel for further analysis, report generation, or sharing with colleagues

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Below is a snip of some of the monitoring information available for your system.

Sr. No.	Descriptions	Values
1	Metering & Monitoring System	Wattch – Standard or Lite System (As per System Size)
2	Screenshot of user interface	Attached below this table.
3	Data Logger/Controller	Wattch Edge Controller
4	Production Meter	AccuEnergy AcuVim IIR
5	LTE Modem for Communication	Digi International IX30-00G4
6	Manufacturer's data sheets for the system	Refer monitoring system datasheet at Appendix E.

Wattch



SPECIFICATIONS

GENERAL	
Dimensions	19.69 x 15.75 x 7.87 in (500.13 x 400.05 x 199.90 mm)
Weight	16 lb (7.26 kg) 32 lb with batteries (14.2 kg)
Ratings	UL 508A
Mounting	Non-penetrating surface-mount installation with included flange kit
Warranty[1]	5 years against defects in materials and workmanship
ENVIRONMENTAL	
Operating Temperature	-20 to 70°C, 20-90% relative humidity non-condensing
Protection Ratings	NEMA 4X / IP67, outdoor-rated
POWER SUPPLY	
Input Voltage	311-690Vac L-L
Input Protection	2A Class CC time-delay fuse per input

DATA ACQUISITION	
Resolution	10 second nominal Configurable down to 1 second
Device Limit	250 devices over ethernet 32 devices over RS-485 *Contact sales@wattch.io for options to increase device count*
Compatibility	Modbus/RTU or Modbus/TCP devices *Contact sales@wattch.io for an up-to-date hardware compatibility list*
Interfaces	(1) RS-485 (1) Available 10/100 Ethernet port
Storage Capacity[4]	Up to 3 months of offline data storage capacity
Connectivity	LTE Cat 4 Modem with multi-carrier compatibility (requires Wattch data plan)
METERING	
CT Inputs	Compatible with any 333 mV CT
Accuracy[5]	Typical 0.1% (ANSI C12.20 Class C0.1)

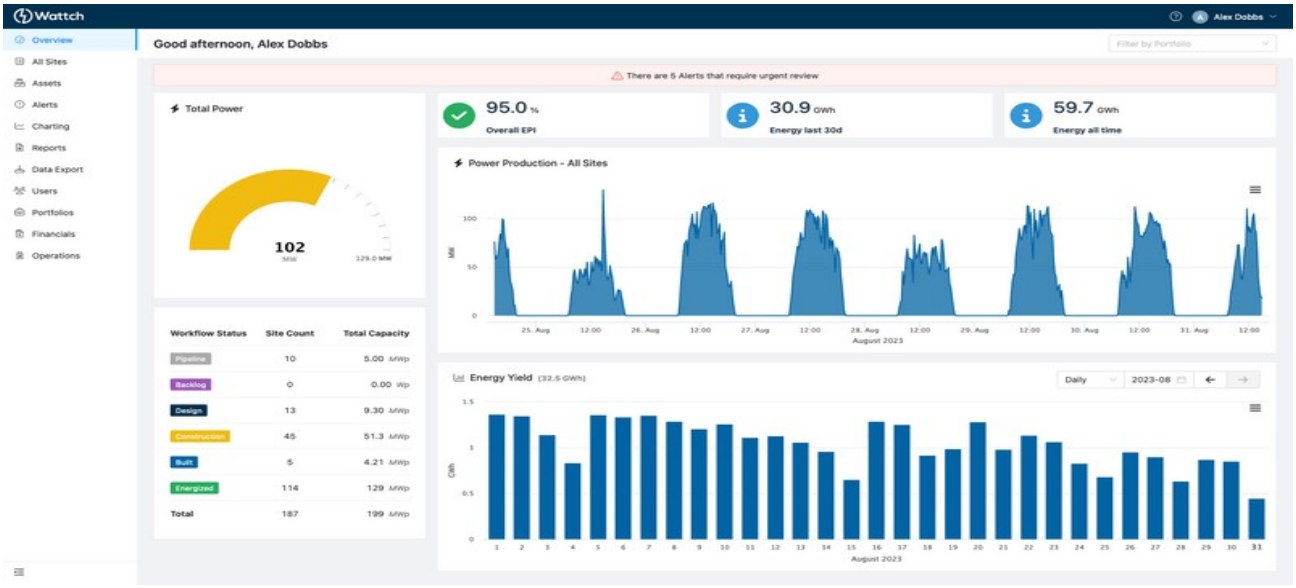
STATEN

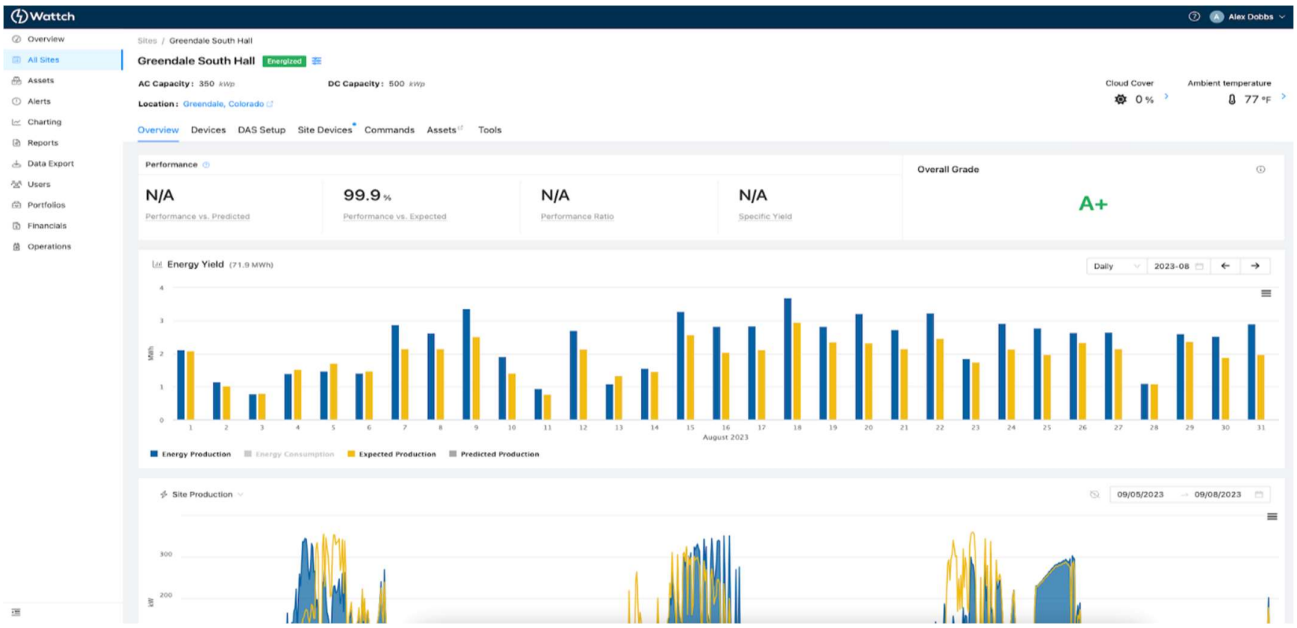
BILL OF MATERIALS

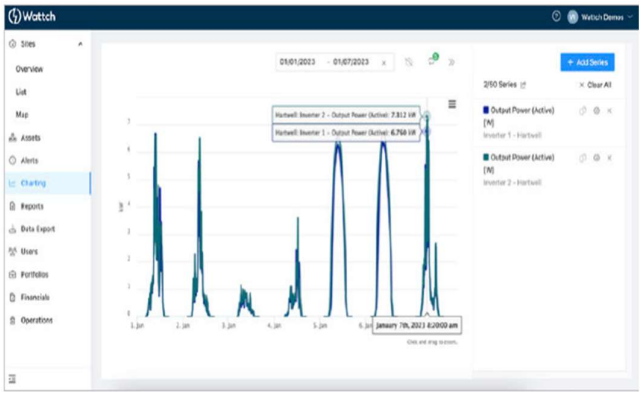
GENERAL	
Enclosure	Polycase WQ-76
POWER SUPPLY	
Power Supply	Mean Well WDR-120-24
Uninterruptible Power Supply	Mean Well DUPS40
AC Protection	Holly HC10SR Fuse
I/O Supplementary Protector	Eaton FAZ-B1-1-SP
UPS Supplementary Protector	Eaton FAZ-B3-1-SP

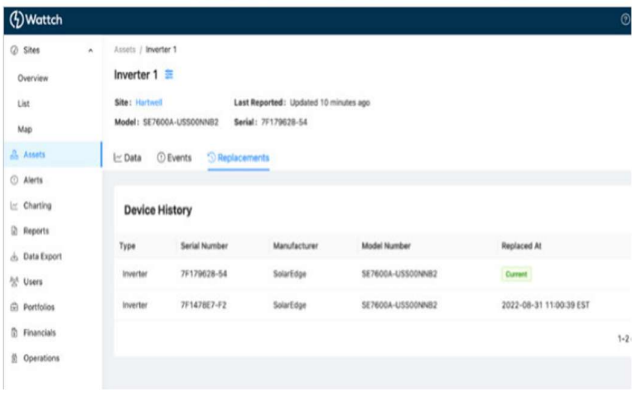
DATA ACQUISITION	
Production Meter	AccuEnergy AcuVim IIR
Data Logger/Controller	Wattch Edge Controller
COMMUNICATIONS	
LTE Modem	Digi International IX30-00G4

Monitoring System Interface Screenshot:

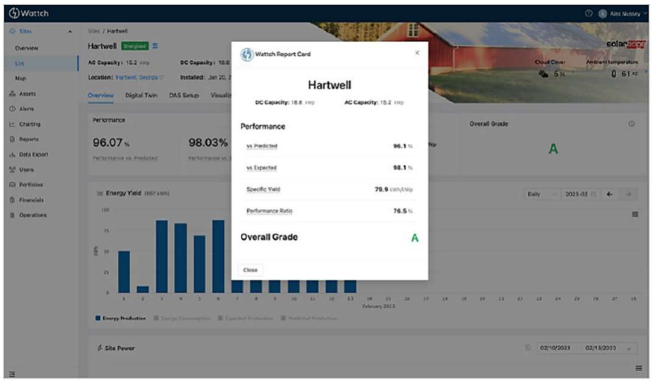




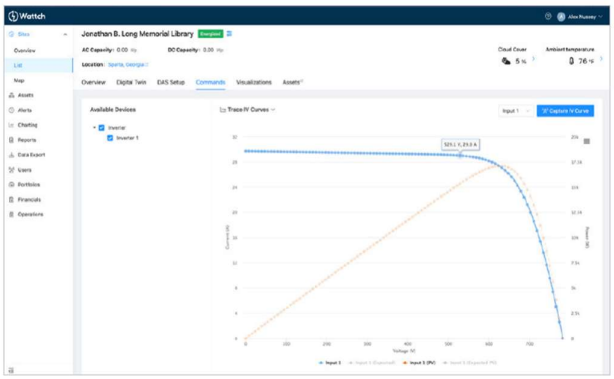




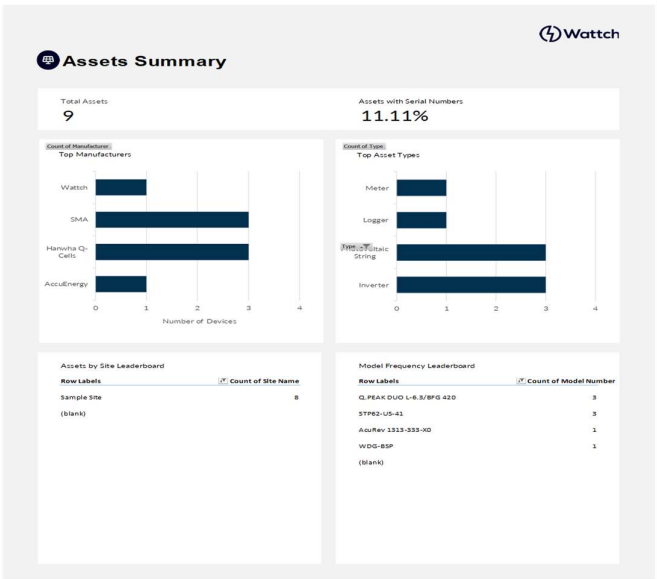
It has Full alert capabilities for a range of conditions, including device faults, device underperformance, site underperformance, device communications lost, modem offline, and other issues. Also includes additional intelligence and thresholds to reduce false alarm “noise”.

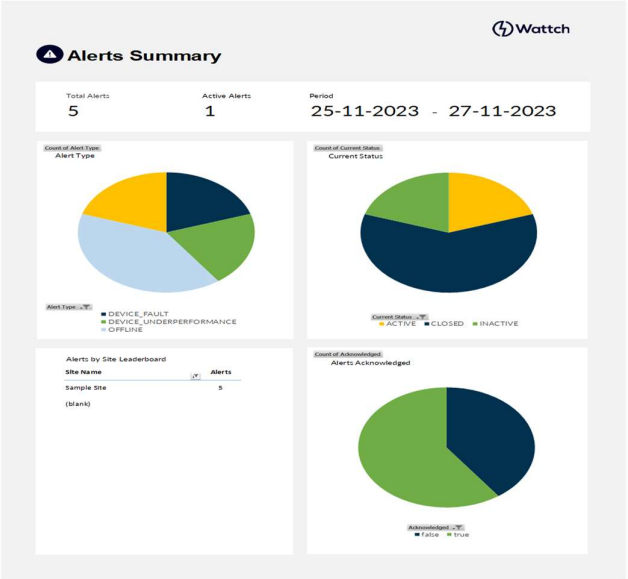


Site Report Card



Remote IV Curve Trace







4.3.5 Solar PV System - Standard Warranty

Descriptions	Values
Solar PV Module Warranty	Product Warranty – 10 Years Power Warranty – 30 Years
Inverter Warranty	10 years
Racking system Warranty	25 Years
Transformers	Standard Manufacturing Warranty
Balance of System (BOS)	Standard Manufacturing Warranty
Overall Workmanship Warranty	10 Years
Monitoring System	5 Years

5. Project Reference

Staten Solar – Project Reference -1:

Sr. No.	Descriptions	Values
1	Name of Entity/Firm	Brar Farms
2	Contact Person Name	Major B. S. Brar
3	Phone Number	(661) 721 1802
4	Email	majorbsbrar@gmail.com
5	Project Size	4MWp
6	Project location	Delano, CA
7	Scope of Work	EPC Contractor, Turn-Key Solution
8	Installation Period	2021
9	Type of system	Ground Mount (Levee Mount)



Staten Solar – Project Reference -2:

Sr. No.	Descriptions	Values
1	Name of Entity/Firm	South Lake Tahoe Airport
2	Contact Person Name	Mark Gibbs
3	Phone Number	(530) 208 8074
4	Email	mgibbs@cityofslt.us
5	Project Size	301 kWp
6	Project location	South Lake Tahoe, CA
7	Scope of Work	EPC Contractor, Turn-Key Solution
8	Installation Period	2019
9	Type of system	Airport Hangars Rooftop



Staten Solar – Project Reference -3:

Sr. No.	Descriptions	Values
1	Name of Entity/Firm	Happy Days
2	Contact Person Name	Ravi Grewal
3	Phone Number	(310) 748 1348
4	Email	ravigrewal192@gmail.com
5	Project Size	300 kWp
6	Project location	Baker, CA
7	Scope of Work	EPC Contractor, Turn-Key Solution
8	Installation Period	2023
9	Type of system	Solar Carport



Staten Solar – Project Reference -4:

Sr. No.	Descriptions	Values
1	Name of Entity/Firm	Goldberry Distributors
2	Contact Person Name	Javier Palma, Project Manager
3	Phone Number	(408) 685 9209
4	Email	Palma.javier@gmail.com
5	Project Size	Solar – 300kW BESS – 150kW/300kWh
6	Project location	Hayward, CA
7	Scope of Work	EPC Contractor, Turn-Key Solution
8	Installation Period	2022
9	Type of system	Solar (Rooftop) + BESS



Staten Solar – Project Reference -5:

Sr. No.	Descriptions	Values
1	Name of Entity/Firm	RNDS Properties LLC
2	Contact Person Name	Sachin Malik
3	Phone Number	(559) 903 4627
4	Email	sachinmalik1978@gmail.com
5	Project Size	498.52 kW
6	Project location	32603 Avenue 7, Madera, CA 93637
7	Scope of Work	EPC Contractor, Turn-Key Solution
8	Installation Period	2024
9	Type of system	Ground Mount and Carport System

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6. List of Representative Projects

Staten Solar – US Commercial Project Experience:

S.No.	Id	Jurisdiction	Size (KW	Installation	Status
1	AHN	San Bernardino	1,231	Ground Mount	Commissioned
2	B21	Kern	522	Ground Mount	Commissioned
3	B51	Ducor	522	Ground Mount	Commissioned
4	AMG	Big Water	500	Ground Mount	Commissioned
5	B41	Kern	456	Ground Mount	Commissioned
6	B24	Tulare	399	Ground Mount	Commissioned
7	B32	Tulare	391	Ground Mount	Commissioned
8	B27	Delano city	359	Ground Mount	Commissioned
9	B33	Visalia	359	Levee Mount	Commissioned
10	SLT	Lake Tahoe	301	Rooftop	Commissioned
11	FCC	San Jose	286	Rooftop	Commissioned
12	VTA	Milpitas	286	Carport	Commissioned
13	CLYD	Mountain View	200	Rooftop	Commissioned
14	STS	Sacramento	180	Carport	Commissioned
15	SNGHA	Delano	140	Ground Mount	Commissioned
16	B22	Delano	131	Levee Mount	Commissioned
17	B71	Delano	131	Ground Mount	Commissioned
18	B13	Visalia	130	Levee Mount	Commissioned
19	B34	Kern	130	Ground Mount	Commissioned
20	B81	Kern	130	Ground Mount	Commissioned
21	B11	Tulare	122	Ground Mount	Commissioned
22	RINN	San Jose	100	Rooftop	Commissioned
23	BBG	Ducor	97	Ground Mount	Commissioned
24	B42	Dinuba	88	Levee Mount	Commissioned
25	SEYM	Castroville	86	Carport	Commissioned
26	FMG	Fremont	82	Rooftop	Commissioned
27	HMT	Fremont	71	Ground Mount	Commissioned
28	COHR	San Leandro	68	Canopy	Commissioned
29	SPGL	Castroville	60	Carport	Commissioned
30	BUB	Hayward	56	Carport	Commissioned

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S.No.	Id	Jurisdiction	Size (KW	Installation	Status
31	JCNC	Milpitas	54	Carport	Commissioned
32	CABA	Walnut Creek	54	Rooftop	Commissioned
33	LUTZ	Scotts Valley	48	Rooftop	Commissioned
34	FBT	Bakersfield	40	Rooftop	Commissioned
35	TIME	Milbrae	38	Rooftop	Commissioned
36	RDH	Delano city	30	Canopy	Commissioned
37	AAT	Kern	24	Carport	Commissioned
38	B12	Tulare	20	Ground Mount	Commissioned
39	B23	Tulare	20	Ground Mount	Commissioned
40	STSS	Sacramento	20	Carport	Commissioned
41	OLR	Castroville	19	Carport	Commissioned
42	SPAT 2	Oakland	10	Rooftop	Commissioned
43	PAY	San Jose	1,132	Rooftop	Commissioned
44	RAVI	Baker	316	Carport	Commissioned
45	LSWI	San Jose	276	Rooftop	Commissioned
46	GBRY	Hayward	256	Rooftop	Commissioned
47	GHOS	Yermo	250	Ground Mount	Commissioned
48	HACI	Newberry	250	Ground Mount	In Progress
49	MEMO	Newberry	201	Ground Mount	In Progress
50	MUSH	City of Commerce	201	Carport, Roof	Commissioned
51	NATI	Newberry Springs	186	Ground Mount	Commissioned
52	GRID	Compton	120	Rooftop	Commissioned
53	KGH	San Jose	100	Rooftop	In Progress
54	LAKV	Newberry Springs	20	Ground Mount	Commissioned
55	SWAN	Delano	500	Ground Mount	Commissioned
56	LEEF	Delano	225	Ground Mount	Commissioned
57	SCLI	Santa Clara	40	Rooftop	Commissioned
58	MCFA	McFarland	125	Ground Mount	Commissioned
59	STJO	Sacramento	167	Rooftop	In Progress
60	NSTR	Truckee, CA	83	Rooftop	Commissioned
61	RAFT	San Jose, CA	115	Rooftop	Commissioned
62	NMAN	Ojai, CA	52	Ground Mount	Commissioned
63	SGCC	Stockton, CA	369	Carport	In Progress
64	WELT	Vernalis, CA	431	Ground Mount	In Progress
65	CCYN	San Ramon, CA	143	Raised Rooftop	Commissioned
66	TOAKS	City of Thousand Oak	1,461	Carport and RT	In Progress
67	RCLNC	Bakersfield, CA	110	Raised Rooftop	In Progress
68	DIVAG	Divine Company Ag	350	Ground Mount	In Progress
69	WUSD	Washington USD	61	Carport	In Progress
70	MADR	Madera, CA	501	Carport and GM	In Progress
71	MONTE	Santa Clara	249	Rooftop	Commissioned
72	ACAMP	Acampo	110	Ground Mount	In Progress
73	PPLC	Bakersfield	25	Rooftop	Commissioned
74	RHOME	Bakersfield	37	Rooftop	Commissioned

7. Cost Proposal - Pricing and Terms

7.1 Solar Project Pricing

We would be happy to be partnered with MSWD for implementation of Solar PV projects for the proposed project at seven (7) locations. We have developed a refined design concept and layout that optimizes energy production, minimizes land use, orientation of the panels to maximize sunlight capture throughout the year and aligns with the client's technical requirements.

The proposed pricing for Solar PV Projects pricing for all seven project sites is provided in the table below. The excel file of **Exhibit-E** can be access through this link: -

7.1.1 Pricing Details

Sr. No.	Site Name	Proposed System	Proposed System Size	PPA Rate	PPA Annual Escalation	PPA Terms	End of Term Buyout Payment
		Type	(kW-DC)	($/kWh)	(%)	(Years)	($)
1	Horton WWTP	Ground Mount	388.30	**$ 0.1150**	1.5%	**25**	FMV
2	Well 24	Ground Mount	183.70	**$ 0.1150**	1.5%	**25**	FMV
3	Well 27	Ground Mount	334.40	**$ 0.1150**	1.5%	**25**	FMV
4	Well 29	Ground Mount	203.50	**$ 0.1150**	1.5%	**25**	FMV
5	Well 32 and Booster Station	Ground Mount	426.80	**$ 0.1150**	1.5%	**25**	FMV
6	Nancy Wright Regional Water Reclamation	Ground Mount	388.30	**$ 0.1150**	1.5%	**25**	FMV
7	Little Morongo RES-BCT	Ground Mount	2,159.30	**$ 0.0968**	1.5%	**25**	FMV

Notes for PPA: -

a) The initial PPA term is 25 Years for all sites

b) Annual escalation in PPA rate is 1.5% for all sites.

c) Staten Solar will provide 90% Performance Guarantee for all sites.

d) For Little Morongo RES-BCT, $250K is included for Interconnection. Anything beyond that will be extra.

7.1.2 Exhibit-E: Price Proposal Sheet

The proposal sheet for all seven (07) project sites Horton WWTP, Well 24, Well 27, Well 29, Well 32, NWRWR (Nancy Wright Regional Water Reclamation) and Little Morongo RES-BCT. The PPA rate for six (06) project sites is the same and applicable to all. The PPA rate for Little Morongo RES-BCT is mentioned separately in the below Exhibit-E proposal sheet.

Exhibit - E: Proposal Sheet								Exhibit - E: Proposal Sheet	
Year	Annual PPA Rate	Horton WWTP	Well 24	Well 27	Well 29	Well 32	NWRWR	Annual PPA Rate*	Little Morongo RES-BCT
	$/kWh	Estimated kWh Output	Estimated kWh Output	Estimated kWh Output	Estimated kWh Output	Estimated kWh Output	Estimated kWh Output	$/kWh	Estimated kWh Output
1	**$0.1150**	783,879	371,147	676,618	408,647	864,449	783,447	**$0.0968**	5,261,364
2	**$0.1167**	764,282	361,868	659,703	398,431	842,838	763,861	**$0.0983**	5,129,830
3	**$0.1185**	758,932	359,335	655,085	395,642	836,938	758,514	**$0.0997**	5,093,921
4	**$0.1203**	753,620	356,820	650,499	392,872	831,079	753,204	**$0.1012**	5,058,264
5	**$0.1221**	748,344	354,322	645,946	390,122	825,262	747,932	**$0.1027**	5,022,856
6	**$0.1239**	743,106	351,842	641,424	387,391	819,485	742,696	**$0.1043**	4,987,696
7	**$0.1257**	737,904	349,379	636,934	384,680	813,749	737,497	**$0.1058**	4,952,782
8	**$0.1276**	732,739	346,933	632,475	381,987	808,052	732,335	**$0.1074**	4,918,112
9	**$0.1295**	727,610	344,505	628,048	379,313	802,396	727,209	**$0.1090**	4,883,686
10	**$0.1315**	722,516	342,093	623,652	376,658	796,779	722,118	**$0.1107**	4,849,500
11	**$0.1335**	717,459	339,699	619,286	374,021	791,202	717,063	**$0.1123**	4,815,553
12	**$0.1355**	712,436	337,321	614,951	371,403	785,663	712,044	**$0.1140**	4,781,845
13	**$0.1375**	707,449	334,960	610,647	368,803	780,164	707,060	**$0.1157**	4,748,372
14	**$0.1396**	702,497	332,615	606,372	366,222	774,703	702,110	**$0.1175**	4,715,133
15	**$0.1417**	697,580	330,286	602,127	363,658	769,280	697,195	**$0.1192**	4,682,127
16	**$0.1438**	692,697	327,974	597,913	361,112	763,895	692,315	**$0.1210**	4,649,352
17	**$0.1459**	687,848	325,679	593,727	358,585	758,547	687,469	**$0.1228**	4,616,807
18	**$0.1481**	683,033	323,399	589,571	356,075	753,238	682,656	**$0.1247**	4,584,489
19	**$0.1503**	678,252	321,135	585,444	353,582	747,965	677,878	**$0.1266**	4,552,398
20	**$0.1526**	673,504	318,887	581,346	351,107	742,729	673,133	**$0.1284**	4,520,531
21	**$0.1549**	668,789	316,655	577,277	348,649	737,530	668,421	**$0.1304**	4,488,887
22	**$0.1572**	664,108	314,438	573,236	346,209	732,367	663,742	**$0.1323**	4,457,465
23	**$0.1596**	659,459	312,237	569,223	343,785	727,241	659,096	**$0.1343**	4,426,263
24	**$0.1620**	654,843	310,052	565,238	341,379	722,150	654,482	**$0.1363**	4,395,279
25	**$0.1644**	650,259	307,881	561,282	338,989	717,095	649,901	**$0.1384**	4,364,512

Note: * For Little Morongo RES-BCT, $250K is included for Interconnection. Anything beyond that will be extra.

7.1.3 Solar PV Project Includes

Staten Solar proposed the solar PV Project pricing for the project sites items/components mentioned in the RFP documents. The project Price is including the following items/components:

a) Project Engineering

(i) Civil/structural engineering

(ii) Electrical engineering

(iii) Mechanical engineering

(iv) Geotechnical studies and engineering

b) Project Permitting

(i) Applicable AHJ permitting fees

(ii) Utility interconnection study process

c) Safety Plan

d) Materials

(i) Modules

(ii) Inverters

(iii) Racking/structures

(iv) Balance of System (BOS)

(v) All other materials for constructing the system as per industry standards.

e) Equipment/Material Procurement

(i) Mobilization

(ii) Delivery, storage, and staging logistics

(iii) Delivery and handling costs

(iv) De-mobilization

f) Facility Construction

(i) Civil (trenching and backfill, directional boring, equipment pad preparation, etc.)

(ii) Structural/mechanical

(iii) Electrical

g) Interconnection Process

(i) Interconnection Application

(ii) Initial and supplemental review process management

(iii) System coordination studies (if deemed necessary)

(iv) System protection engineering (Rule 21, UL 1741, etc.)

(v) Pre-parallel inspection

(vi) Permission to operate (PTO)

h) Facility Testing

i) Facility Commissioning

(i) String voltage check

(ii) Inverters – (System check ramp rate, power factor, protection, etc.)

(iii) Racking visual inspection and torque check

(iv) Monitoring, configuration, startup, and training of Participant's personnel

(v) Switchgear (if required)

j) Monitoring Equipment/System - Inverter level performance/production monitoring

k) Operations and Maintenance

(i) Inverter maintenance

(ii) Module cleaning/testing

(iii) Checking of electrical connections/torque

(iv) Racking/structure torque check

(v) Inverter extended warranty or replacement plan

(vi) Remote monitoring

l) Production Guarantee - 90% system production guarantee or better.

7.1.4 Solar PV Project Assumptions

Staten Solar proposed the solar PV Project pricing for the project sites items/components with the following assumptions:

a) Each site will follow the payments milestone separately based only on its status.

b) Pricing includes sales tax, and permit fees.

c) Payment and performance Bond and Insurance

d) The District will retain ownership of all environmental attributes of the energy systems (Renewable Energy Credits (RECs), Carbon Credits, etc.)

e) Underground conditions allow for standard foundation sizing and installation, boring for electrical conduit lines, and trenching or digging required for the scope of work.

f) Project pricing Project pricing includes compliance with prevailing wages where required by law; but assumes that the project is not bound to Union Labor.

g) Solar modules are Tier 1 and All inverters are UL 1741-SA certified or listed in the CEC compliant database.

h) Project pricing is based on designs for the PV Systems and location provided in RfP documents. Any changes to the location may be adjusted via a change order.

i) No electrical panel upgrades included. Main meters are adequately sized and have available space for connection of PV generation.

j) Unless otherwise stated, all systems will interconnect into a 480V AC 3-Phase service.

k) Array areas shown on project site maps are representative and not exact layouts.

l) All pricing should be based on standard work hours of Monday – Friday 8:00 AM to 5:00 PM.

m) Assumed that all equipment will be delivered to site, if equipment must be delivered to a storage facility, then the cost of storage and redelivery to site will be the responsibility of Owner.

n) If crossing an existing easement is required, then any additional cost to perform work will result in a change order to Owner.

o) **For Little Morongo RES-BCT, $250K is included for Interconnection. Anything beyond that will be extra.**

p) **Notes for Equipment make:** It is important to note that equipment makes and models are subject to change based on market availability. In such cases, any replacements will be chosen to be at least similar or superior in technical specifications and warranty terms.

7.1.5 Solar PV Project Excludes

The following products and services are expressly excluded from the work and base pricing offered by Staten Solar.

a) Utility costs for new services, distribution/substation upgrade fees, or any utility study fees beyond the initial application fee.

b) Any upgrades to existing site services.

c) Buy American, American Made, or American Recovery and Reinvestment Act certified components unless the Domestic Content option is ordered.

d) Overtime work – if required by the Owner - outside of Contractors standard working hours of 8 AM – 5 PM Monday through Friday.

e) Groundwater abatement.

f) Removal/disposal/Remediation of existing hazardous materials including asbestos.

g) Habitat mitigation.

h) Backup, or temporary power for existing electrical system.

i) SWPPP, grading plans/permit, tree removal permits, or any other permits required other than standard building, electrical and fire permits.

j) Backup generator power for use during interconnection shutdown.

k) All conductors, transformers, and pole work, as required by the utility and not the contractor.

l) Any fees or preparation and recording of documents required to cross existing easements.

m) Removal of any existing abandoned structures, conduits, pads etc.

n) Off-site Storage fees.

o) Environmental studies.

7.2 Value Engineering/ Saving Analysis

Economics Benefits: Key Economic Benefits with PPA option

Sr. No.	Site Name	Proposed System Type	Proposed System Size (kW-DC)	PPA Terms (Years)	Starting PPA Rate ($/kWh)	PPA Escalation Annual (%)	Lifetime Savings ($)
1	Horton WWTP	Ground Mount	388.30	25	$0.1150	1.5%	$560,548
2	Well 24	Ground Mount	183.70	25	$0.1150	1.5%	$(133,028)
3	Well 27	Ground Mount	334.40	25	$0.1150	1.5%	$988,270
4	Well 29	Ground Mount	203.50	25	$0.1150	1.5%	$(112,689)
5	Well 32 and Booster Station	Ground Mount	426.80	25	$0.1150	1.5%	$1,231,308
6	Nancy Wright Regional Water Reclamation	Ground Mount	388.30	25	$0.1150	1.5%	$87,696
7	Little Morongo RES-BCT	Ground Mount	2,159.30	25	$0.0968	1.5%	$6,168,485
	Total		**4,084.30**	**25**			**$8,790,590**

Environmental Benefits Equivalent:

- Yearly Production of kWh : 9,149,551 kWh Annual
- CO_2 Emission Reduction : 3,814,482 Kg of Carbon Dioxide (CO2) equivalent
- Tree Seedling Grown : 63,073 (For 10 Years)
- Waste Recycled : 1,324 tons (instead of landfilled)
- Homes Energy use for : 497 (For 1 Year)

Additional Benefits:

- 30 Years Solar output Guarantee
- 25 Years Performance Guarantee
- Full system maintenance and monitoring
- Greatest Net Savings
- Better utilization of parking space
- Minimal site operation disruption
- Long term partnership

Saving Analysis:

Based on details in the RFP and utility data, Staten Solar analyzed the savings for all proposed solar projects using the ETB platform. We analyzed both PPA options, considering assumptions and details provided in the RFP documents.

ETBs co-optimization of grid services and utility bill savings. This enhancement allows solar and storage projects to capitalize on diverse value streams, not only improving overall project economics but also rendering these estimates more reliable and robust. The addition of grid service optimization builds on ETB's sophisticated modeling technology, which includes:

- Optimization across multiple behind-the-meter value streams
- Rapid creation and application of forecasts during simulation
- Access to our unparalleled utility rates database

ETBs Report – Solar only System:

ETB reports for each project site (Solar Only) can be accessed can be accessed through this link: **ETBs Report**

https://drive.google.com/drive/folders/1p_iyIlhuE_y3w2k3KSSDnc4HLaFBd8-s?usp=drive_link

Sr. No.	Site Name	Solar System - ETBs (Click on the below Link)
1	Horton WWTP	Click to get the ETB Report
2	Well 24	Click to get the ETB Report
3	Well 27	Click to get the ETB Report
4	Well 29	Click to get the ETB Report
5	Well 32 and Booster Station	Click to get the ETB Report
6	Nancy Wright Regional Water Reclamation	Click to get the ETB Report
7	Little Morongo RES-BCT	Click to get the Cash Flow Analysis

8. Sample Draft Contract Agreements

Staten Solar has prepared this proposal in accordance with the Request for Proposal (RfP) requirements and includes all design documents for the solar project. All draft PPA, SLA, Performance Guarantee and Payment and Performance bond agreements are available at the below given link for the Solar projects.

For ease of access and readability, all documents are linked through a Google Drive shared folder in respective section wherever required. If MSWD encounters any difficulty accessing the documents or requires additional information, please contact us using the details provided in our cover letter.

The following contract documents are submitting as a part of our Proposal: **Draft Contract Documents**

https://drive.google.com/drive/folders/1mPfXrHb_PVsH5LOagBUW4lBrcbKe_2kr?usp=drive_link

Sr. No.	Document Type	Link for Accessing Documents
1.	**Draft PPA Template**	**Click to get PPA Template**
2.	**Draft SLA (Site Lease Agreement) Template**	**Click to get SLA Template**

Performance Guarantee Template:

We are committed to maintaining the performance of the solar photovoltaic systems at levels equal to the predicted annual kWh output levels listed within the proposal. The performance guarantees shall continue till the system is maintained by us. The proposer anticipates that the System will produce the Expected Energy set forth below and guarantees that Actual Generation will not be less than the Guaranteed Electricity Production, 90% of the expected Energy. To obtain the true average, a three-year generation period will be considered to calculate the performance guarantee.

To calculate the 90% threshold, the system's actual generation will be compared to the Expected Energy output after adjustment for measured metrological conditions per the Weather Adjustment/variance in a true-up period of Thirty (36) months basis. Any excess energy produced in each true-up period can be applied towards covering shortfalls in kWh production in subsequent periods.

Guaranteed Output Calculations:

- Provider shall calculate the Annual Deficit for each Guarantee Period during the Term:
  Annual Deficit = ((Expected Energy x Guarantee Level) x Weather Adjustment) - Actual Generation

- Where "Weather Adjustment" means the following ratio:

$$\frac{\textbf{Simulated energy in a Measured Metrological Year}}{\textbf{Simulated energy for a Metrological Year}}$$

- For each Guarantee Period, the Provider shall calculate the Annual Deficit.

Guarantee Payment:

- At the end of each True-up Period of Five Years:
  - (i) if the ∑ Annual Deficits > 0, then Provider shall pay to Customer an amount equal to the product of (i) the Annual Deficit and (ii) the blended Energy Price per kWh for each Guarantee Period, with each product then aggregated for the Guarantee Periods comprising such True-Up Period.
  - (ii) Provider shall, by invoice, promptly notify Customer of any Guarantee Payment due. A Guarantee Payment shall be payable within thirty (30) days of the date of such invoice.
  - (iii) Provider shall provide Customer with a report detailing the calculations set forth in the "Guaranteed Output Calculations" and the "Guarantee Payment" Sections. This report shall contain sufficient information for the Customer to be able to determine the accuracy of the Provider's conclusion as the amount, if any, of Guarantee Payment.

Blended Energy Price: Blended rate shall be calculated during "True-up" period of previous 36 months at the time of performance guarantee calculation. The Blended Rate is based on the previous 36-months of total energy cost divided by the total kWh.

Actual Generation Measurement:

The process for measuring Actual Generation for each Guarantee Period shall be:

- **Initial Output Data Collection**. During the Term, the Provider will collect energy output data using its Data Acquisition System. For each Guarantee Period, the Provider will sum the daily kWh output provided by the DAS to calculate the Actual Generation for such Guarantee Period.
- **Equipment Calibration and Replacement**: Provider may request to have the meteorological equipment independently calibrated or replaced at its own expense every eighteen to thirty months. The provider shall notify the other party of the scheduled calibration date and time no less than 30 days prior and shall provide the Customer with written proof of calibration or replacement.
- **Contingency for Equipment Failure:** In the event of hardware, communication, or other failure affecting the DAS, Provider will make commercially reasonable efforts to resolve the failure in a timely manner. If data is lost, Actual Generation shall be adjusted to compensate for such lost data, which shall be Provider's sole liability, and Customer's exclusive remedy, for any Guaranteed Output arising from any equipment failure or lost data relating to the DAS:

- In lieu of lost meteorological data, Provider will utilize such data obtained from a nearby meteorological station that Provider monitors and selects for such purpose.
- In lieu of lost electricity data, Provider will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. If data from the System meter is inaccurate or missing, the Provider will simulate electricity production during the missing interval utilizing measured meteorological data and PVsyst. The simulated electricity production during the missing interval will be added to the Actual Generation for the subject Guarantee Period.

Adjustment of Expected Energy:

Guaranteed output levels shall be adjusted as part of the Construction Document Phase of design. This revised number will be developed based on the final system design agreed on by both the Provider and customer. Annual guaranteed output levels shall be normalized to account for variance between actual weather conditions and those assumed in the output modeling (PVSyst) used as the basis for the Production Guarantee.

If, and to the extent, any of the following events results in a change in the production of electricity by the System, Expected Energy shall be adjusted correlatively for the period of such change:

- There is structural failure in a building supporting the System.
- There is not a material change in solar access or irradiance causing shading such as added trees or structures.
- The equipment, including any modules, inverters, racking or structure, transformers, switchgear, panelboards combiner boxes or monitoring equipment suffers a manufacturers serial defect to the extent more than 5% of the equipment at a singular site is out of service for a period greater than thirty (30) days and requires replacement, provided that Contractor used its best efforts to assist the Owner in its attempts to remedy the equipment with respective manufacturer;
- The manufacturer of the equipment including any modules, inverters, racking or structure, transformers, switchgear, panelboards combiner boxes or monitoring equipment is not able or willing to honor its product warranty to Provider or the warranty has expired, and Owner does not remedy by replacement at its own expense, provided that Provider used its best efforts to assist the Owner in its attempts to oblige the manufacturer to comply with its warranty obligations;
- There is any curtailment, reduction, or adjustment to the System, or failure of the System to perform, whether foreseen or unforeseen, as a result of any legislation, regulation, administrative or executive order, requisition or any other action by any (i) federal, state or local government or agency, (ii) local utility or public utilities commission; or (iii) independent system operator or regional transmission organization.
- There is an event of Force Majeure; or

- There is any change in usage of our structures on any of the Sites, or buildings at or near any of the Sites, which causes additional shading, soiling, or otherwise reduced performance of the System.

Guarantee Period	Expected Solar Energy Production (kWh)	Guaranteed Solar Energy Production (kWh)	Blended Energy Price (Total energy cost divided by the total kWh for True-up period) ($/kWh)
1			
2			
3			
4			
5			
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17			
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19			
20			
21			
22			
23			
24			
25			

All Relevant Documents: All documents that are part of proposal can also be accessed on below links:

Sr. No.	Document Type	Link for Accessing Documents
1.	Exhibit E – Pricing Sheet	Click to get the Exhibit E
2.	Layout Plans	Click to get System Layouts
3.	PVSyst – Simulation Reports	Click to get PVSyst Reports
4.	Single Line Diagrams	Click to get SLDs
5.	Structure Designs	Click to get structure Design
6.	ETB Reports	Click to get ETB Reports
7.	Draft Contract Documents (PPA, SLA)	Click to get the Documents

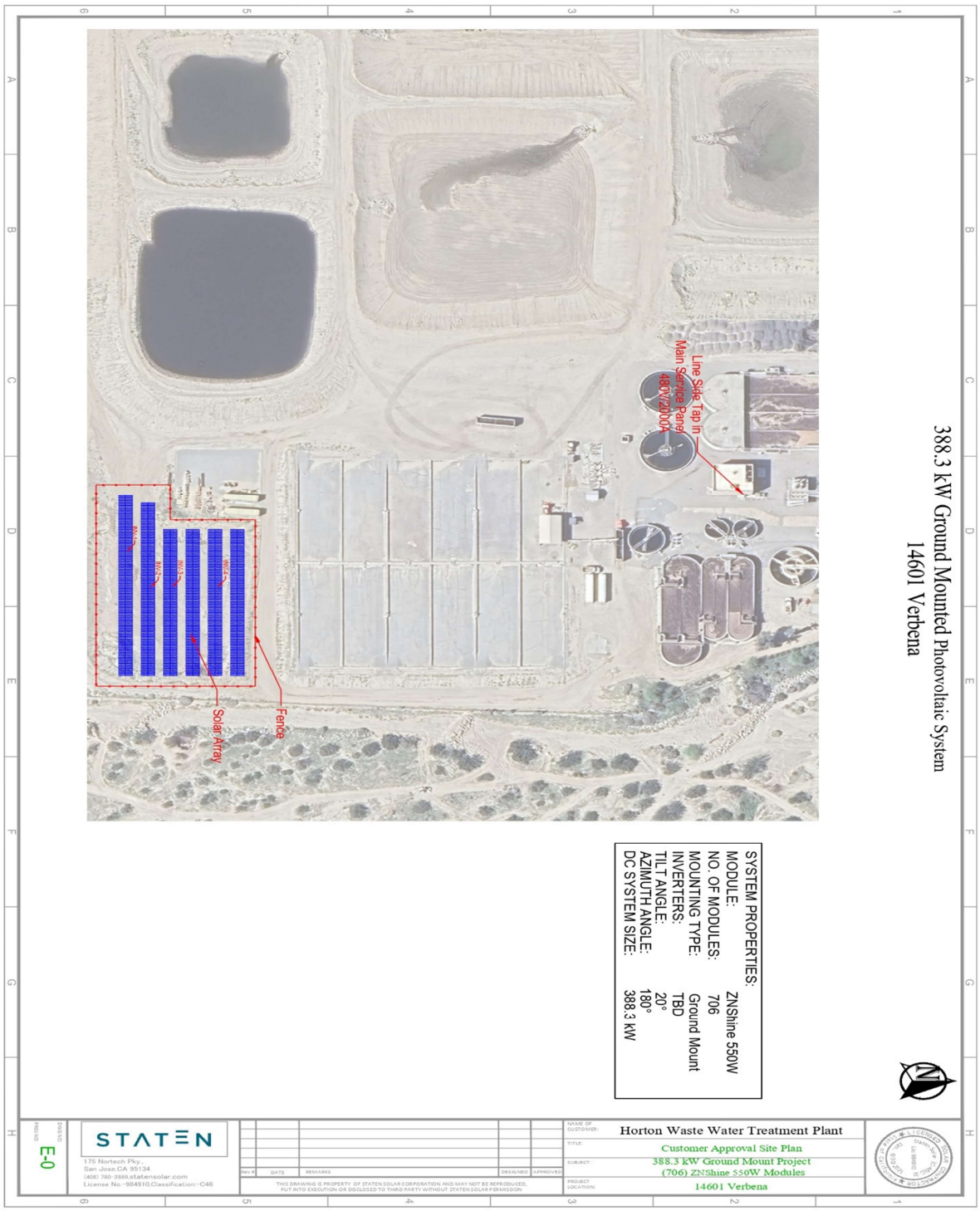
Note: All documents can also be access on this master link for ease: Master Documents Folder

https://drive.google.com/drive/folders/1YIkSC88mtHPA2yYgJGOLayDdLWSvsMhP?usp=drive_link

Appendices

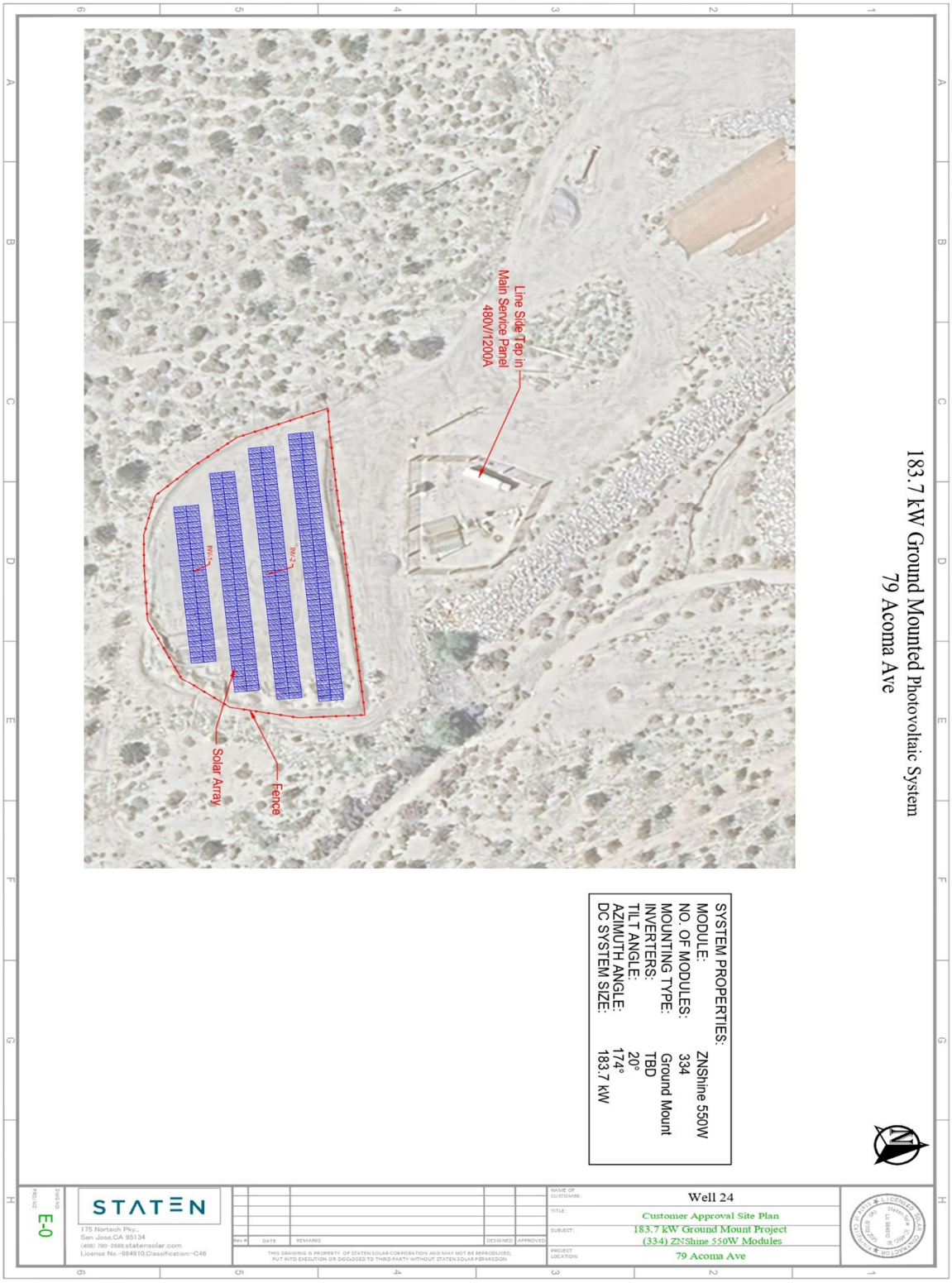
Appendix – A (System Layouts)

System Layout – Horton WWTP



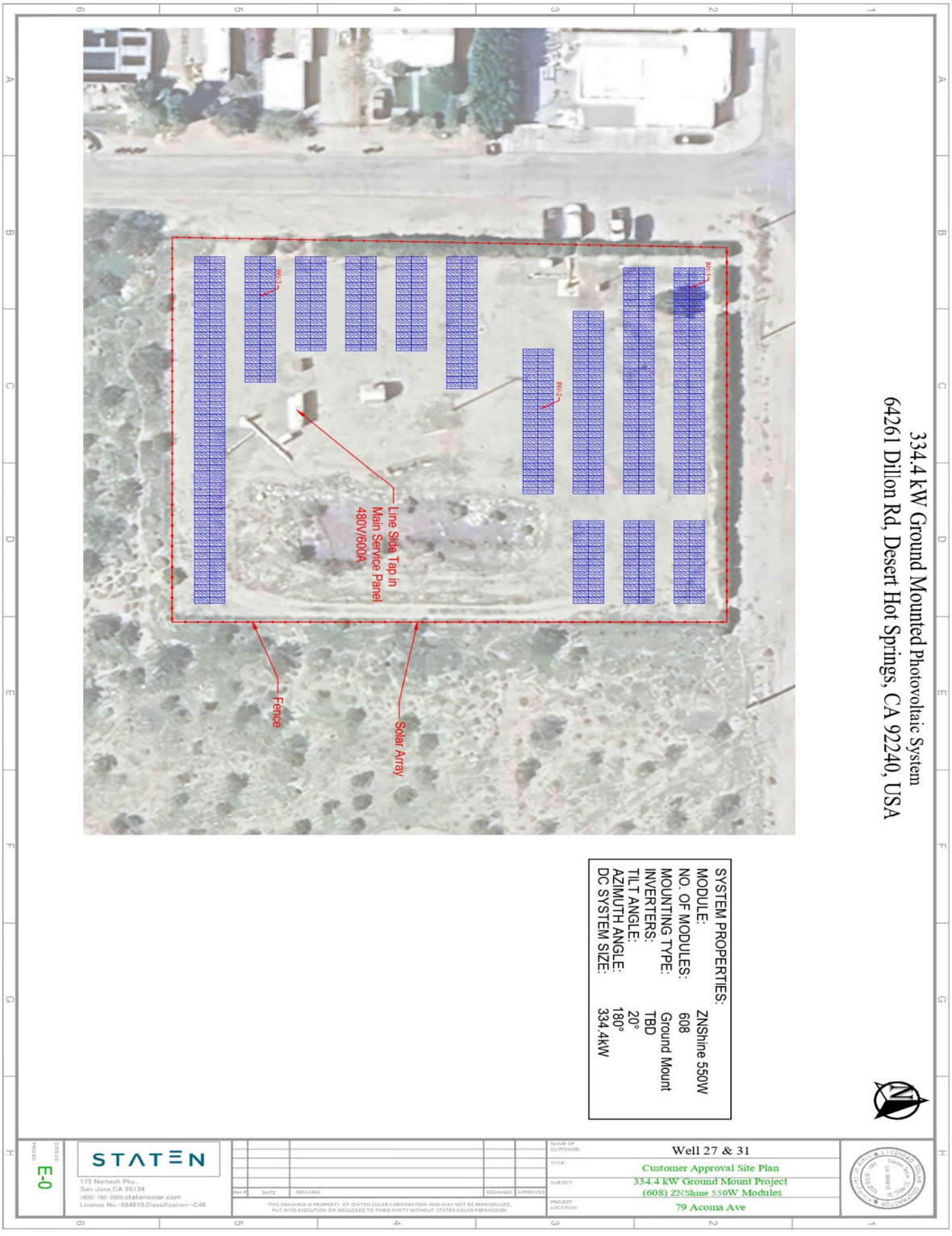
STATEN

System Layout – Well 24



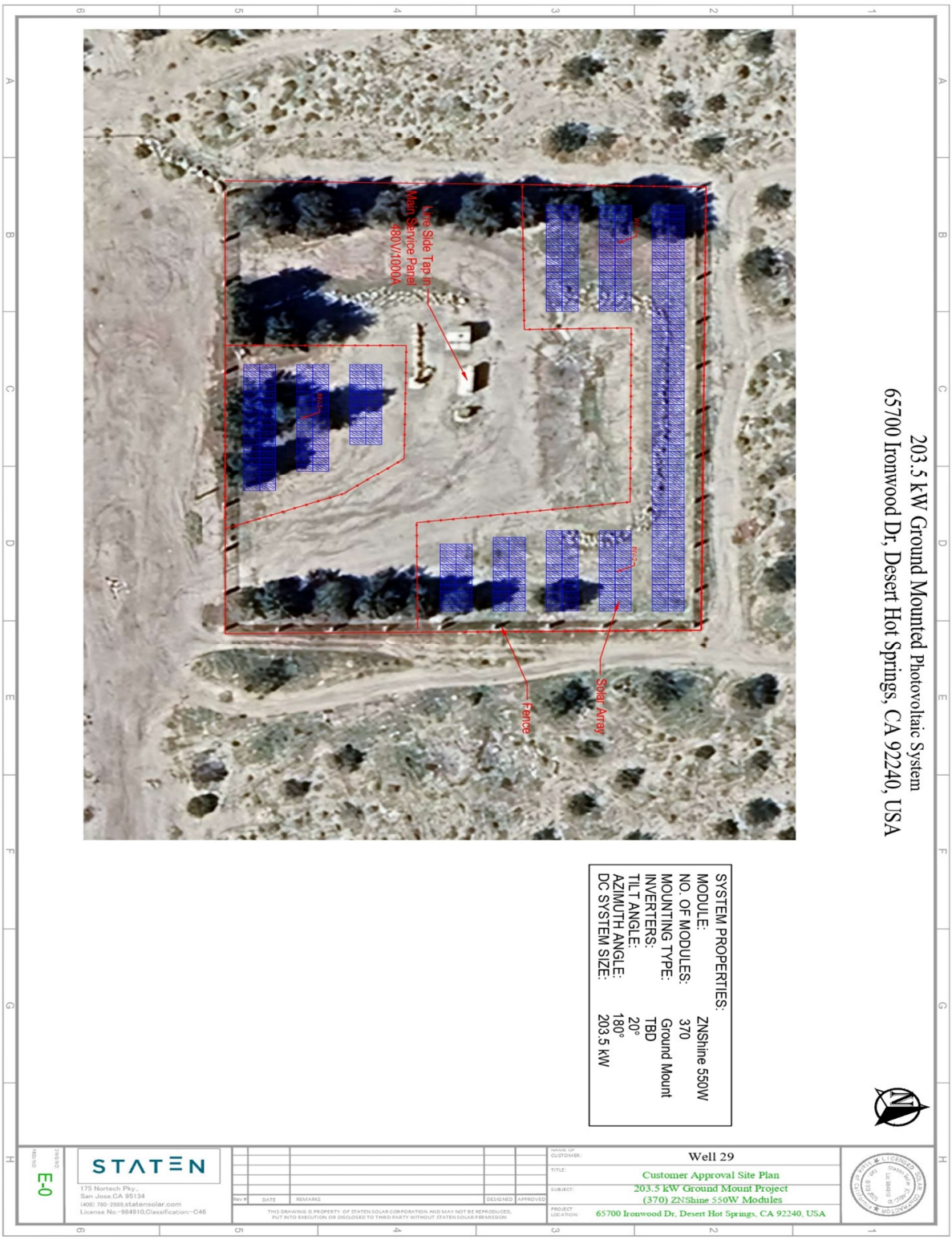
STATEN

System Layout – Well 27



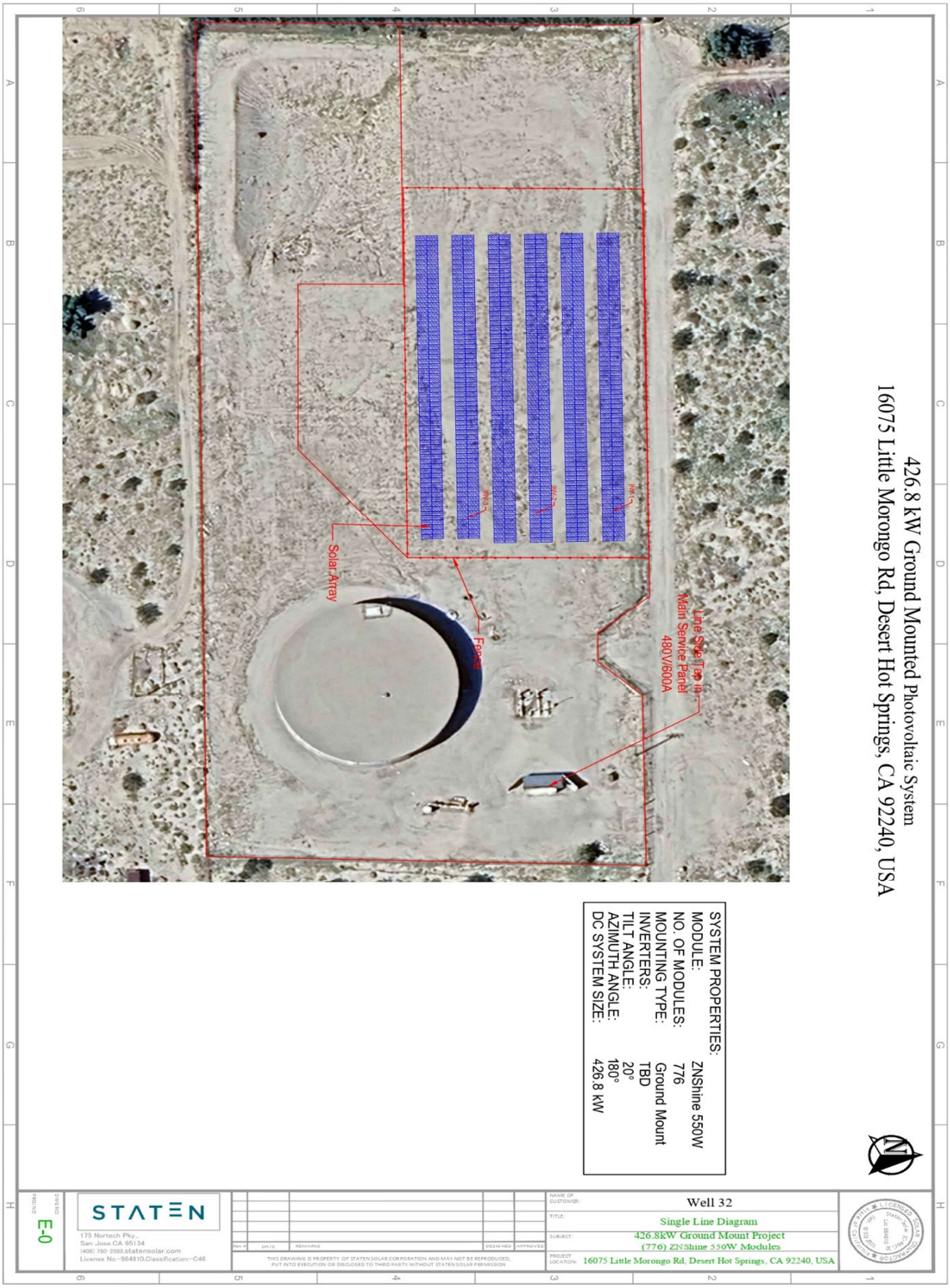
STATEN

System Layout – Well 29



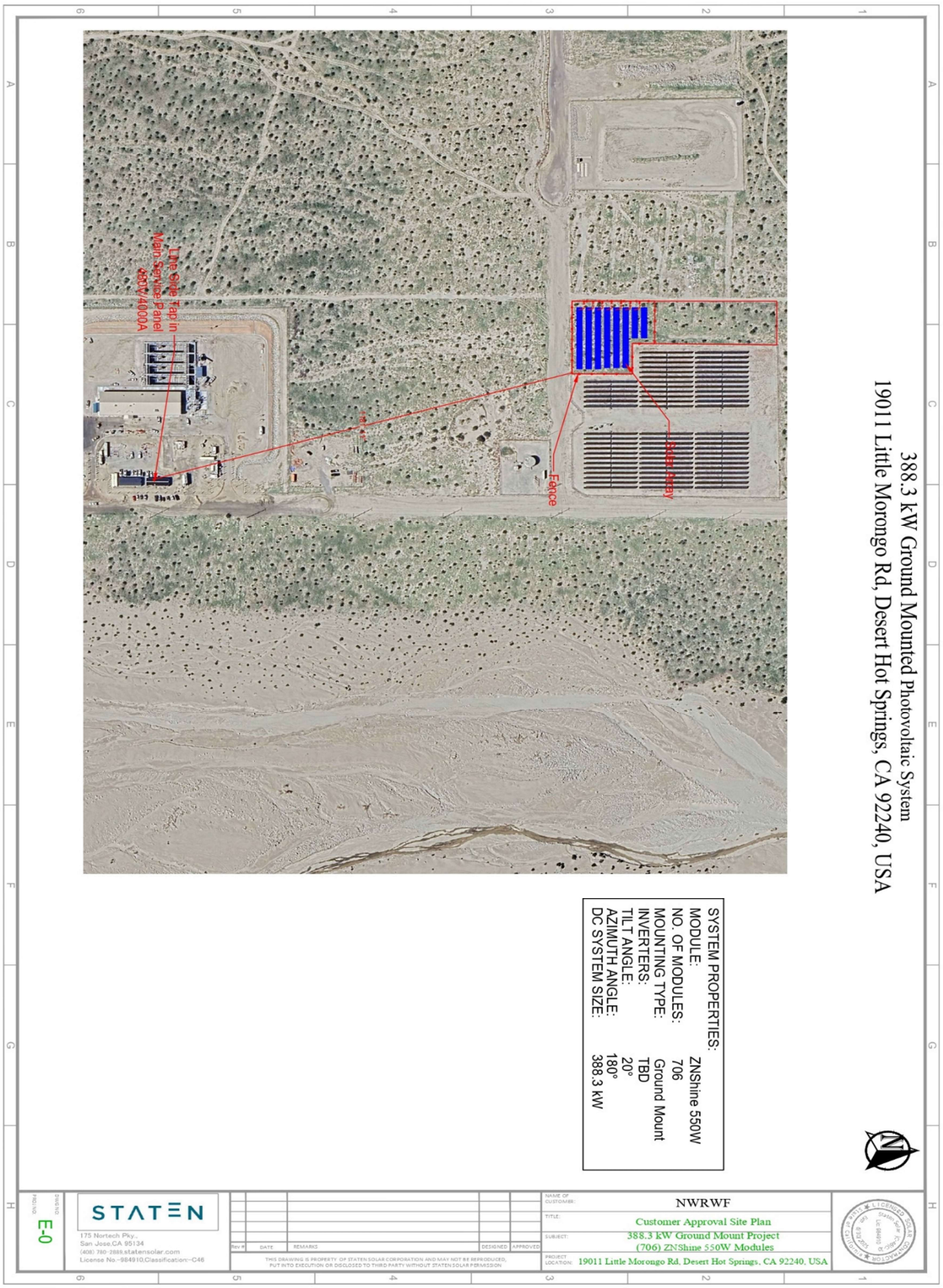
STATEN

System Layout – Well 32 and Booster Station



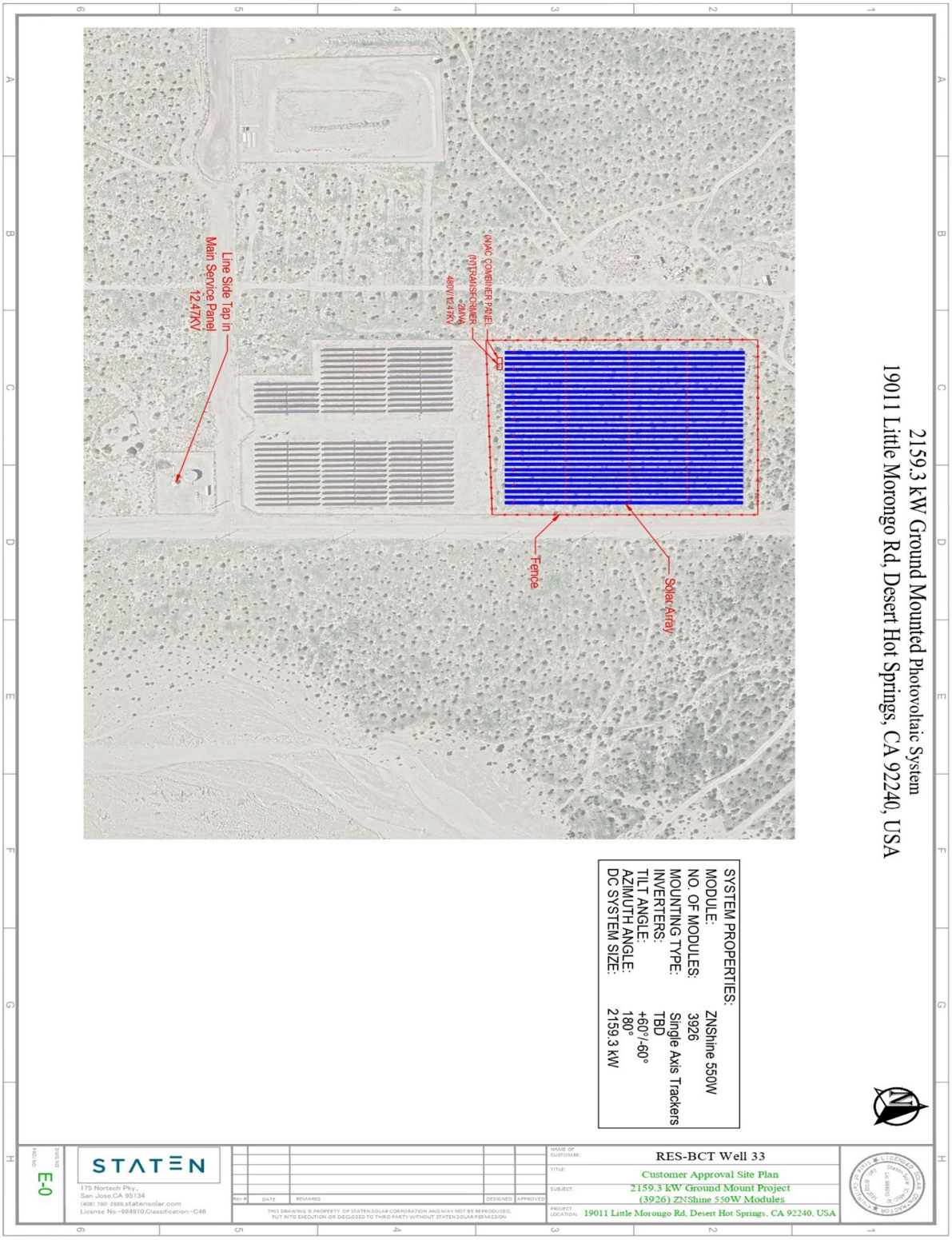
STATEN

System Layout – Nancy Wright Regional Water Reclamation



STATEN

System Layout – Little Morongo RES - BCT



STATEN

Appendix – B (PVSyst Simulation)

PVSyst Simulation

Note: PVSyst report for each project site can be accessed through this link – **PVSyst Report**

https://drive.google.com/drive/folders/1FHJS6FPurWUWMBvUbqs_sTCsyA6ddwlU?usp=drive_link

Sr. No.	Site Name	PVSyst Simulation Report (Click on the below Link)
1	Horton WWTP	Click to get PVSyst Report
2	Well 24	Click to get PVSyst Report
3	Well 27	Click to get PVSyst Report
4	Well 29	Click to get PVSyst Report
5	Well 32 and Booster Station	Click to get PVSyst Report
6	Nancy Wright Regional Water Reclamation	Click to get PVSyst Report
7	Little Morongo RES-BCT	Click to get PVSyst Report

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Appendix – C (SLDs)

SLD for Solar System

Note: Single Line Diagrams (SLDs) for each project site can be accessed through this link: SLDs – Solar System

https://drive.google.com/drive/folders/1d3FTcC1oEAZpTqO8YOPdyROjRJb2lw_u?usp=drive_link

Sr. No.	Site Name	Solar System - SLDs (Click on the below Link)
1	Horton WWTP	Click to get system SLD
2	Well 24	Click to get system SLD
3	Well 27	Click to get system SLD
4	Well 29	Click to get system SLD
5	Well 32 and Booster Station	Click to get system SLD
6	Nancy Wright Regional Water Reclamation	Click to get system SLD
7	Little Morongo RES-BCT	Click to get system SLD

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Appendix – D (ETBs)

ETBs for Solar System

Note: ETB reports for each project site (Solar System) can be accessed through this link: ETBs Report

https://drive.google.com/drive/folders/1p_iyIlhuE_y3w2k3KSSDnc4HLaFBd8-s?usp=drive_link

Sr. No.	Site Name	Solar System - ETBs (Click on the below Link)
1	Horton WWTP	Click to get the ETB Report
2	Well 24	Click to get the ETB Report
3	Well 27	Click to get the ETB Report
4	Well 29	Click to get the ETB Report
5	Well 32 and Booster Station	Click to get the ETB Report
6	Nancy Wright Regional Water Reclamation	Click to get the ETB Report
7	Little Morongo RES-BCT	Click to get the Cash Flow Analysis

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Appendix – E (Equipment Datasheets)

Datasheet – Solar Module

ZNSHINESOLAR



ZXM7-SHLDD144 Series

10BB HALF-CELL Bifacial Double Glass Monocrystalline PERC PV Module

525-550W	21.23%	0.45%
POWER RANGE	MAXIMUM EFFICIENCY	YEARLY DEGRADATION

12 YEARS PRODUCT WARRANTY

30 YEARS OUTPUT GUARANTEE



*Please check the valid version of Limited Product Warranty which is officially released by ZNSHINE PV-TECH Co.,Ltd.

IEC 61215/IEC 61730/IEC 61701/IEC 62716/UL6 1730

ISO 14001: Environmental Management System

ISO 9001: Quality Management System

ISO45001: Occupational Health and Safety Management System

*As there are different certification requirements in different markets,please contact your local znshine sales representative for the specific certificates applicable to the products in the region in which the products are to be used.

Key Features

Excellent Cells Efficiency
MBB technology reduce the distance between busbars and finger grid line which is benefit to power increase.

Better Weak Illumination Response
More power output in weak light condition, such as haze, cloudy, and early morning.

Anti PID
Ensured PID resistance through the quality control of cell manufacturing process and raw materials.

Adapt To Harsh Outdoor Environment
Resistant to harsh environments such as salt, ammonia, sand, high temperature and high humidity environment.

TIER 1
Global,Tier 1 bankable brand,with independently certified advanced automated manufacturing.

Excellent Quality Managerment System
Warranted reliability and stringent quality assurances well beyond certified requirements.

Bifacial Technology
Up to 25% additional power gain from back side depending on albedo.

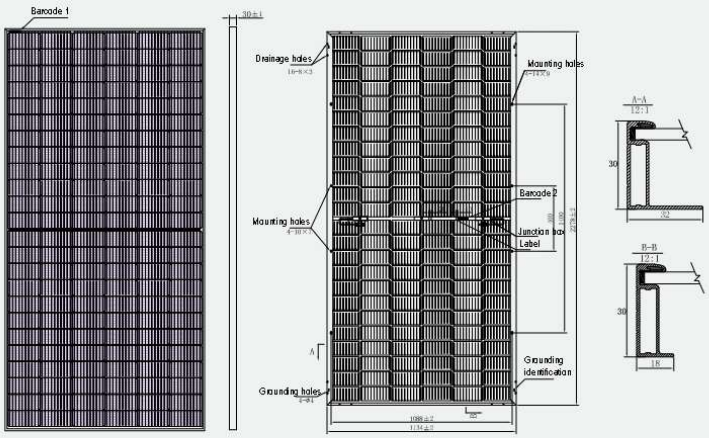
Founded in 1988, ZNShine solar is a world's leading high-tech PV module manufacturer.With the advanced production lines, the company boasts module capacity of 6GW. Bloomberg has listed ZNShine as a global Tier 1 PV module maker. Today Znshine has distributed its sales to more than 60 countries around the globe.

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ZXM7-SHLDD144 Series | Znshinesolar 10BB HALF-CELL Bifacial Double Glass Monocrystalline PERC PV Module

ZNSHINESOLAR

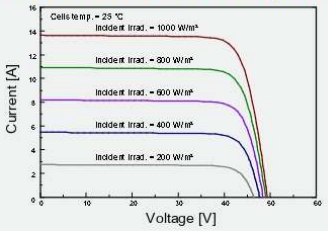
DIMENSIONS OF PV MODULE(mm)



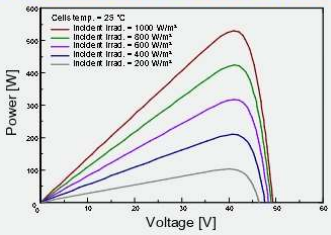
Front View Back View

*Remark: customized frame color and cable length available upon request

I-V CURVES OF PV MODULE(530W)



P-V CURVES OF PV MODULE(530W)



ELECTRICAL CHARACTERISTICS | STC*

Nominal Power Watt Pmax(W)*	525	530	535	540	545	550
Power Output Tolerance Pmax(%)	0~+3	0~+3	0~+3	0~+3	0~+3	0~+3
Maximum Power Voltage Vmp(V)	40.90	41.10	41.30	41.50	41.70	41.90
Maximum Power Current Imp(A)	12.85	12.91	12.96	13.02	13.07	13.13
Open Circuit Voltage Voc(V)	49.20	49.40	49.60	49.80	50.00	50.20
Short Circuit Current Isc(A)	13.59	13.65	13.71	13.77	13.83	13.89
Module Efficiency (%)	20.32	20.52	20.71	20.90	21.10	21.29

*The data above is for reference only and the actual data is in accordance with the pratical testing
*STC (Standard Test Condition): Irradiance 1000W/m², Module Temperature 25℃, AM 1.5
*Measuring tolerance: ±3%

MECHANICAL DATA

Solar cells	Mono PERC
Cells orientation	144 (6×24)
Module dimension	2278×1134×30 mm (With Frame)
Weight	31.5±1 kg
Glass	2.0 mm+2.0mm, High Transmission, AR Coated Heat Strengthened Glass
Junction box	IP 68, 3 diodes
Cables	4 mm² ,350 mm (With Connectors)
Connectors	MC4-compatible

*Please refer to regional datasheet for specified connector

ELECTRICAL CHARACTERISTICS | NMOT*

Maximum Power Pmax(Wp)	392.70	396.40	399.90	403.60	406.80	410.80
Maximum Power Voltage Vmpp(V)	38.00	38.20	38.40	38.50	38.80	38.90
Maximum Power Current Impp(A)	10.33	10.38	10.42	10.47	10.49	10.56
Open Circuit Voltage Voc(V)	46.00	46.20	46.30	46.50	46.70	46.90
Short Circuit Current Isc(A)	10.98	11.02	11.07	11.12	11.17	11.22

*NMOT:Irradiance 800W/m²,Ambient Temperature 20℃,AM 1.5,Wind Speed 1m/s

TEMPERATURE RATINGS

NMOT	44℃ ±2℃
Temperature coefficient of Pmax	-0.35%/℃
Temperature coefficient of Voc	-0.29%/℃
Temperature coefficient of Isc	0.05%/℃
Refer.Bifacial Factor	70±10%

WORKING CONDITIONS

Maximum system voltage	1500 V DC
Operating temperature	-40℃~+85℃
Maximum series fuse	30 A
Front Side Maximum Static Loading	Up to 5400Pa
Rear Side Maximum Static Loading	Up to 2400Pa

*Do not connect Fuse in Combiner Box with two or more strings in parallel connection

ELECTRICAL CHARACTERISTICS WITH 25% REAR SIDE POWER GAIN*

Front power Pmax/W	525	530	535	540	545	550
Total power Pmax/W	656	663	669	675	681	688
Vmp/V(Total)	41.00	41.20	41.40	41.60	41.80	42.00
Imp/A(Total)	16.01	16.08	16.15	16.23	16.30	16.37
Voc/V(Total)	49.30	49.50	49.70	49.90	50.10	50.30
Isc/A(Total)	16.95	17.02	17.10	17.17	17.25	17.32

*Bifacial Gain: The additional gain from the back side compared to the power of the front side at the standard test condition. It depends on mounting (structure, height, tilt angle etc.) and albedo of the ground.

PACKAGING CONFIGURATION**

Piece/Box	36
Piece/Container(40'HQ)	720

*Remark:Electrical data in this catalog do not refer to a single module and they are not part of the offer. They only serve for comparison among different module types.
**Customized packaging is available upon request.
Caution:Please be kindly advised that PV modules should be handled and installed by qualified people who have professional skills and please carefully read the safety and installation instructions before using our PV modules.

Add : 1#, Zhixi Industrial Zone, JintanJiangsu 213251, P.R. China Tel: +86 519 6822 0233

Note: Specifications included in this datasheet are subject to change without notice.ZNSHINE reserves the right of final interpretation © ZNSHINE SOLAR 2022 | Version: ZXM7-SHLDD144 2201.E
No special undertaking or warranty for the suitability of special purpose or being installed in extraordinary surroundings is granted unless as otherwise specifically committed by manufacturer in contract document

Datasheet – String Inverter

CPS

Datasheet

50/60 kW, 1000 Vdc String Inverters for North America

The 50 & 60 kW (55 & 66 kVA) medium-power CPS three-phase string inverters are designed for ground mount, large rooftop and carport applications. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiency at 98.8% peak and 98.5% CEC, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications.

The CPS 50/60KTL products ship with either the Standard Wire-box or the Rapid Shutdown Wire-box, each fully integrated and separable with touch-safe fusing, monitoring, and AC and DC disconnect switches. The integrated PLC transmitter in the Rapid Shutdown Wire-box enables PVRSS certified module-level rapid shutdown when used with the Tigo TS4-F/TS4-A-F/TS4-A-2F products, APS RSD-S-PLC/RSD-D products, and NEP PVG-2 products. The CPS FlexOM Gateway enables monitoring, controls and remote product upgrades.



CPS SCA50KTL-DO/US-480
CPS SCA60KTL-DO/US-480

Key Features

- NEC 2017/2020 PVRSS certified for rapid shutdown
- 55 & 66 kVA rating allows max rated active power @ ±0.91 PF
- Selectable max AC apparent power of 50/55 kVA and 60/66 kVA
- NEC compliant and UL listed arc-fault circuit protection
- 15-90° mounting orientation for low profile roof installs
- Optional FlexOM Gateway enables remote firmware upgrades
- Integrated AC and DC disconnect switches
- 3 MPPTs with 5 inputs each for maximum flexibility
- NEMA Type 4X outdoor rated enclosure
- UL 1741-SA certified to CA Rule 21, including SA8 - SA18
- UL 1741-SB and IEEE 1547-2018 certified
- Separable wire-box design for fast service
- Standard 10-year warranty with extensions up to 20 years



50/60KTL Standard Wire-box



50/60KTL Rapid Shutdown Wire-box

C SP US

FC This device complies with part 15 of the FCC Rules

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1380 Presidential Drive, Suite 100, Richardson, TX 75081
Tel: 855-584-7168 Mail: AmericaSales@chintpower.com Web: www.chintpowersystems.com

STATEN

CPS

Technical Data

Model Name	CPS SCA50KTL-DO/US-480	CPS SCA60KTL-DO/US-480
DC Input		
Max. PV power	90 kW (33 kW per MPPT)	
Max. DC input voltage	1000 Vdc	
Operating DC input voltage range	200-950 Vdc	
Start-up DC input voltage / power	330 V / 80 W	
Number of MPP trackers	3	
MPPT voltage range @ PF>0.99	480-850 Vdc	540-850 Vdc
Max. PV short-circuit current (Isc x 1.25)	204 A (68 A per MPPT)	
Number of DC inputs	15 inputs, 5 per MPPT	
DC disconnection type	Load-rated DC switch	
DC surge protection	Type II MOV	
AC Output		
Rated AC output power @ PF>0.99 to ±0.91[1]	50 kW	60 kW
Max. AC apparent power (selectable)	50 / 55 kVA	60 / 66 kVA
Rated output voltage	480 Vac	
Output voltage range[2]	422 - 528 Vac	
Grid connection type	3Φ / PE / N (Neutral optional)	
Max. AC output current @ 480 Vac	60.2 / 66.2 A	72.2 / 79.4 A
Rated output frequency	60 Hz	
Output frequency range[2]	57 - 63 Hz	
Power factor	>0.99 (±0.8 adjustable)	
Current THD @ rated load	<3%	
Max. fault current contribution (1 cycle RMS)	64.1 A (1.06/0.88 PU)	
Max. OCPD rating	110 A	125 A
AC disconnection type	Load-break rated AC switch	
AC surge protection	Type II MOV	
System and Performance		
Topology	Transformerless	
Max. efficiency	98.8%	
CEC efficiency	98.5%	
Stand-by / night consumption	<1 W	
Environment		
Enclosure protection degree	NEMA Type 4X	
Cooling method	Variable speed cooling fans	
Operating temperature range[3]	-22°F to +140°F / -30°C to +60°C	
Non-operating temperature range[4]	No low temp minimum to +158°F / +70°C maximum	
Operating humidity	0 to 100%	
Operating altitude	13123 ft / 4000 m (derating from 9843 ft / 3000 m)	
Audible noise	<60 dBA @ 1 m and 25°C	
Display and Communication		
User interface and display	LCD+LED	
Inverter monitoring	SunSpec, Modbus RS485	
Site-level monitoring	CPS FlexOM Gateway (1 per 32 inverters)	
Modbus data mapping	CPS	
Remote diagnostics / firmware upgrade functions	Standard / (with FlexOM Gateway)	
Mechanical		
Dimensions (H x W x D)	39.4 x 23.6 x 10.24 in (1000 x 600 x 260 mm)	
Weight	Inverter: 123.5 lbs (56 kg); Wire-box: 33 lbs (15 kg)	
Mounting / installation angle[5]	15 to 90 degrees from horizontal (vertical or angled)	
AC termination	M8 stud type terminal block (wire range: #6 - 3/0 AWG CU/AL; lugs not supplied)	
DC termination[6]	Screw clamp, neg. busbar (RSD version[6]) wire range: #14 - #6 AWG CU	
Fused string inputs (5 per MPPT)[7]	RSD[6] and Standard Wire-box: 20 A fuses provided (fuse values up to 30 A acceptable)	
Safety		
Certifications and standards	UL 1741-SA Ed. 2, UL 1699B, CSA-C22.2 NO.107.1-01, IEEE 1547a-2014, FCC PART15	
Selectable grid standard	IEEE 1547a-2014, CA Rule 21, ISO-NE	
Smart-grid features	Volt-RideThru, Freq-RideThru, Ramp-Rate, Specified-PF, Volt-VAR, Freq-Watt, Volt-Watt	
Warranty		
Standard	10 years	
Extended terms	15 and 20 years	

1) Active power derating begins at PF = ±0.91 to ±0.80 when max AC apparent power is set to 55 or 66 kVA.
2) The "output voltage range" and "output frequency range" may differ according to the specific grid standard.
3) Active power derating begins at 40°C when PF = ±0.9 and MPPT≥Vmin; at 45°C when PF = 1 and MPPT≥Vmin; and at 50°C when PF = 1 and MPPT≥700 Vdc.
4) See user manual for further requirements regarding non-operating conditions.
5) Shade cover accessory required for installation angles of 75 degrees or less.
6) RSD wire-box only includes fuses and fuse holders on the positive polarity, compliant with NEC 2017/2020.
7) Fuse values above 20 A have additional spacing requirements or require the use of the Y-Comb Terminal Block. See user manual for more details.
8) Firmware version 17.0 or later required.

STATEN

Datasheet

100kW, 1500Vdc/480Vac String Inverters for North America



CPS SCH100KTL-DO/US-480

The 100kW high power CPS three-phase string inverters are designed for ground-mount applications with 480Vac service voltage. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiencies, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications. The CPS 100kW products ship with the Standard or Centralized Wire-box, each fully integrated and separable with AC and DC disconnect switches. The Standard Wire-box includes touch-safe fusing for up to 20 strings. The CPS FlexOM solution enables communication, controls and remote product upgrades.

Key Features

- NFPA 70 and NEC compliant
- Touch-safe DC fuse holders adds convenience and safety
- CPS FlexOM Gateway enables remote firmware upgrades
- Integrated AC & DC disconnect switches
- 1 MPPT with 20 fused inputs for maximum flexibility
- Copper and Aluminum compatible AC connections
- NEMA Type 4X outdoor rated, tough tested enclosure
- Advanced Smart-Grid features (CA Rule 21 certified)
- kVA headroom yields 100kW @ 0.95PF
- Generous DC/AC inverter load ratios
- Separable wire-box design for fast service
- Standard 5-year warranty with extensions to 20 years



100KTL Standard Wire-box



100KTL Centralized Wire-box

This device complies with part 15 of the FCC Rules

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Tel: 855-584-7168 Mail: AmericaSales@chintpower.com Web: www.chintpowersystems.com

STATEN

CPS

Technical Data

Model Name	CPS SCH100KTL-DO/US-480
DC Input	
Max. DC input voltage	1500Vdc
Operating DC input voltage range	750-1450Vdc
Start-up DC input voltage / power	900Vdc / 200W
Number of MPP trackers	1
MPPT voltage range @ PF>0.99[1]	760-1300Vdc
Max. PV input current (Isc x1.25)	275A
Number of DC inputs	20 PV source circuits, pos. & neg. fused with Standard Wire-box 1 input circuit, 1-2 terminations per pole, non-fused with Centralized Wire-box
DC disconnection type	Load-rated DC switch
DC surge protection	Type II MOV (with indicator/remote signaling), Up=2.5kV, In=20kA (8/20uS)
AC Output	
Rated AC output power @ PF>0.99	100kW
Max. AC apparent power[2]	100kVA (105.3kVA @ PF>0.95)
Rated output voltage	480Vac
Output voltage range[3]	423-528Vac
Grid connection type[4]	3-Phase / PE / N (neutral optional)
Max. AC output current @ 480Vac	120.3A / 126.7A
Rated output frequency	60Hz
Output frequency range[3]	57 - 63Hz
Power factor	>0.99 (±0.8 adjustable)
Current THD @ rated load	<3%
Max. fault current contribution (1 cycle RMS)	41.47A
Max. OCPD rating	200A
AC disconnection type	Load-rated AC switch
AC surge protection	Type II MOV (with indicator/remote signaling), Up=2.5kV, In=20kA (8/20uS)
System and Performance	
Topology	Transformerless
Max. efficiency	98.9%
CEC efficiency	98.0%
Stand-by / night consumption	<4W
Environment	
Enclosure protection degree	NEMA Type 4X
Cooling method	Variable speed cooling fans
Operating temperature range	-22°F to +140°F / -30°C to +60°C (derating from +108°F / +42°C)
Non-operating temperature range[5]	No low temp minimum to +158°F / +70°C maximum
Operating humidity	0-100%
Operating altitude	8202ft / 2500m (no derating)
Audible noise	<65dBA @ 1m and 25°C
Display and Communication	
User interface and display	LED indicators, WiFi + APP
Inverter monitoring	Modbus RS485
Site level monitoring	CPS FlexOM (1 per 32 inverters)
Modbus data mapping	SunSpec / CPS
Remote diagnostics / firmware upgrade functions	Standard / (with FlexOM Gateway)
Mechanical	
Dimensions (W x H x D)	45.28 x 24.25 x 9.84in (1150 x 616 x 250mm) with Standard Wire-box 39.37x24.25x9.84in (1000x616x250mm) with Centralized Wire-box
Weight	Inverter: 121lbs / 55kg; Wire-box: 55lbs / 25kg (Standard Wire-box); 33lbs / 15kg (Centralized Wire-box)
Mounting / installation angle	15 - 90 degrees from horizontal (vertical or angled)
AC termination	M10 stud type terminal [3Φ] (wire range:1/0AWG - 500kcmil CU/AL, lugs not supplied) Screw clamp terminal block [N] (#12 - 1/0AWG CU/AL)
DC termination	Screw clamp fuse holder (wire range: #12 - #6AWG CU) with Standard Wire-box Busbar, M10 Bolts (wire range: #1AWG - 500kcmil CU/AL [1 termination per pole], #1AWG - 300kcmil CU/AL [2 terminations per pole], lugs not supplied) with Centralized Wire-box
Fused string inputs	20A fuses provided (fuse values up to 30A acceptable)
Safety	
Certifications and standards	UL1741-SA/SB Ed. 3, CSA-22.2 NO.107.1-01, IEEE1547-2018, FCC PART15
Selectable grid standard	IEEE 1547a-2014, IEEE 1547-2018[6], CA Rule 21, ISO-NE, HECO Rule 14H
Smart-grid features	Volt-RideThru, Freq-RideThru, Ramp-Rate, Specified-PF, Volt-VAR, Freq-Watt, Volt-Watt
Warranty	
Standard	5 years
Extended terms	10, 15, and 20 Years

1) See user manual for information regarding MPPT voltage range when operating at non-unity PF.
2) "Max AC apparent power" rating valid within MPPT voltage range and temperature range of -30°C to +40°C (-22°F to +104°F).
3) The "output voltage range" and "output frequency range" may differ according to the specific grid standard.
4) Wye neutral-grounded; Delta may not be corner-grounded.
5) See user manual for further requirements regarding non-operating conditions.
6) Firmware version 12.0 or later required.

STATEN

Datasheet – Monitoring (DAS) System

Wattch



STANDARD DATA ACQUISITION SYSTEM

WDAS-S3

FEATURES

- Revenue-grade energy metering with NIST traceable calibration certificates
- Second-by-second monitoring and control for distributed generation assets
- Battery backup for increased uptime and outage accounting
- Universal compatibility with Modbus/RTU and Modbus/TCP devices

SPECIFICATIONS

GENERAL	
Dimensions	19.69 x 15.75 x 7.87 in (500.13 x 400.05 x 199.90 mm)
Weight	16 lb (7.26 kg) 32 lb with batteries (14.2 kg)
Ratings	UL 508A
Mounting	Non-penetrating surface-mount installation with included flange kit
Warranty[1]	5 years against defects in materials and workmanship
ENVIRONMENTAL	
Operating Temperature	-20 to 70°C, 20-90% relative humidity non-condensing
Protection Ratings	NEMA 4X / IP67, outdoor-rated
POWER SUPPLY	
Input Voltage	311-690Vac L-L
Input Protection	2A Class CC time-delay fuse per input
Power Consumption	Average: 11W Peak: 80W
UPS	(2) 9Ah sealed lead acid batteries in series (24V DC) Powers equipment for up to 18 hours after power failure[2]
External[3]	Up to 1A at 24V DC available for external devices and sensors Switched via UL 1077 supplementary protector

DATA ACQUISITION	
Resolution	10 second nominal Configurable down to 1 second
Device Limit	250 devices over ethernet 32 devices over RS-485 *Contact sales@wattch.io for options to increase device count*
Compatibility	Modbus/RTU or Modbus/TCP devices *Contact sales@wattch.io for an up-to-date hardware compatibility list*
Interfaces	(1) RS-485 (1) Available 10/100 Ethernet port
Storage Capacity[4]	Up to 3 months of offline data storage capacity
Connectivity	LTE Cat 4 Modem with multi-carrier compatibility (requires Wattch data plan)
METERING	
CT Inputs	Compatible with any 333 mV CT
Accuracy[5]	Typical 0.1% (ANSI C12.20 Class C0.1)

[1] Excludes SLA backup batteries and fuses
[2] Actual runtime will vary based on the number of external devices connected
[3] Devices connected must be 21-28VDC tolerant for operation while running on UPS backup
[4] Exact value varies with the number of configured devices
[5] Applies from 1% to 120% of rated CT current, NIST traceable calibration certificate available upon request for an additional fee

Developed in partnership with ACCUENERGY

Wattch



BILL OF MATERIALS

GENERAL	
Enclosure	Polycase WQ-76
POWER SUPPLY	
Power Supply	Mean Well WDR-120-24
Uninterruptible Power Supply	Mean Well DUPS40
AC Protection	Holly HC10SR Fuse
I/O Supplementary Protector	Eaton FAZ-B1-1-SP
UPS Supplementary Protector	Eaton FAZ-B3-1-SP

DATA ACQUISITION	
Production Meter	AccuEnergy AcuVim IIR
Data Logger/Controller	Wattch Edge Controller
COMMUNICATIONS	
LTE Modem	Digi International IX30-00G4

STATEN

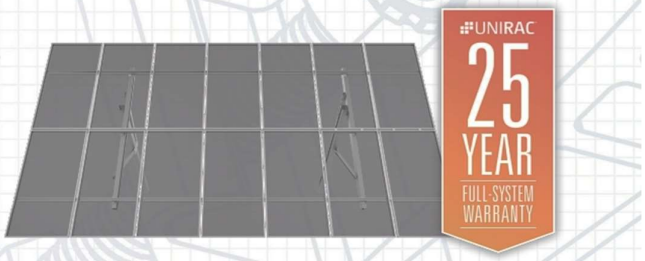
Datasheet – Ground Mount – Fixed Structure

GROUND FIXED TILT

UNIRAC
BETTER SOLAR STARTS HERE

IN STOCK AND READY TO SHIP

- Standardized components and kitted hardware bring ease of stocking and repeatability from 2KW to multi-MW.
- North America's largest ground mount distributor network ensures the fastest lead times and empowers you to finish your projects on schedule.

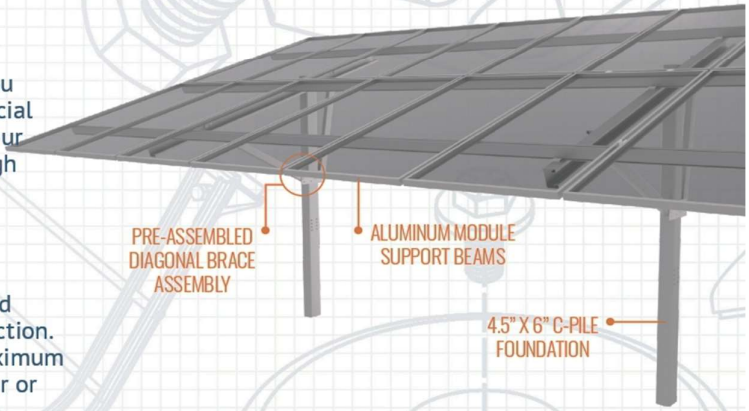


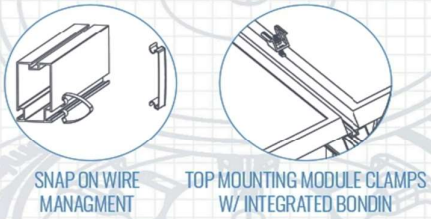
PERMIT - READY

- Pre-engineered regional designs save you valuable time. Industry-leading commercial customer service supports you across your project, from design and logistics through installation.

INSTALLATION EXPERIENCE

- Kitted hardware, integrated bonding, and pre-assembled parts streamline construction. Straightforward connections ensure maximum strength and require no specialized labor or training.
- Lightweight components allow for one or two-person assembly.
- System flexibility enables you to mount all the most common residential and commercial modules on shared rails or at standard module quarter points.
- Choose from multiple foundations and 3, 4, 5, or 6-rail designs to optimize your projects.





ABOUT PRODUCT

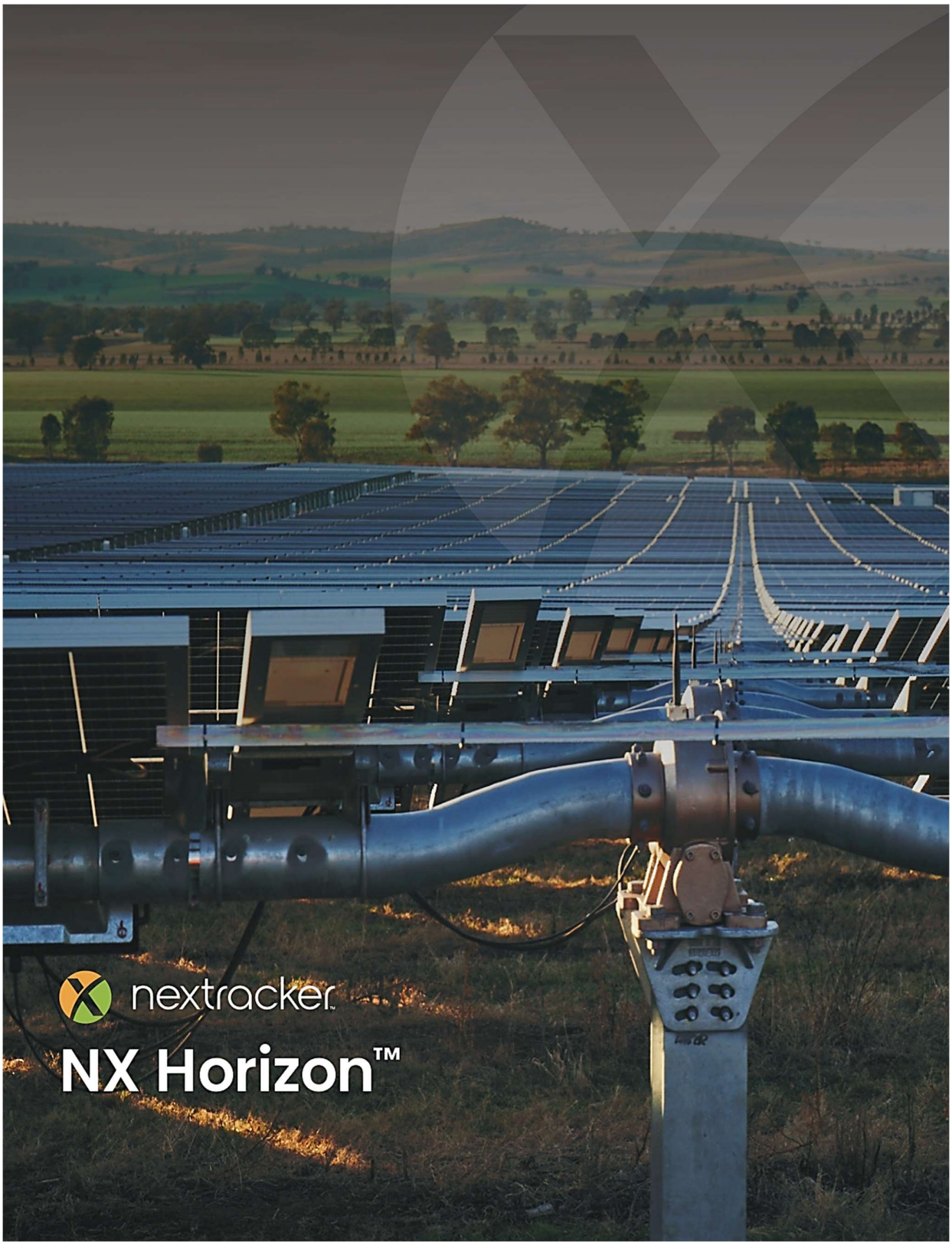
GROUND FIXED TILT (GFT) is a single post geometry system with 20 and 30 tilt options. It's engineered using standard lightweight ground mount components that are in stock and ready to ship from North America's largest ground mount distribution network. UNIRAC's unmatched commercial project support makes construction easy, from permitting through installation, including region specific engineering. GFT's refined solution, including a new shared rail design, delivers enhanced system and labor optimization. Plus, enjoy peace of mind with SOLARMOUNT Mounting Technology and UNIRAC's industry-leading 25-year warranty.

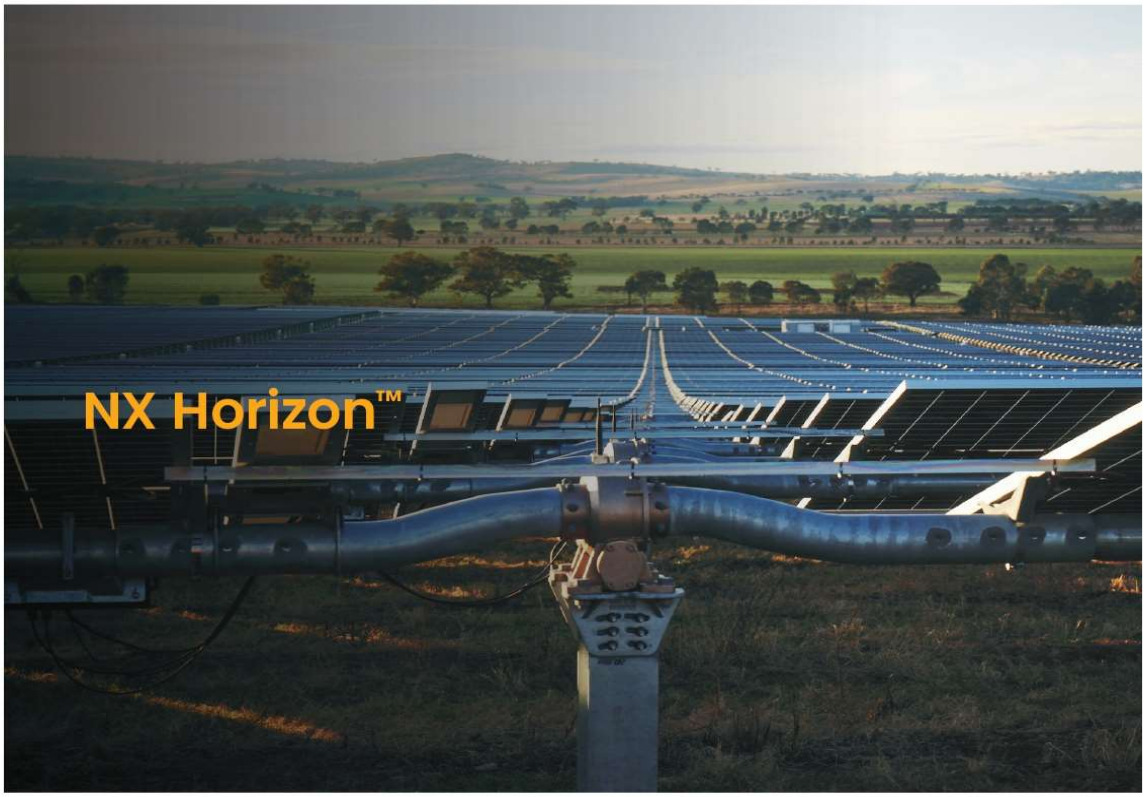
FOR QUESTIONS OR CUSTOMER SERVICE CONTACT:
505-242-6411 | SALES@UNIRAC.COM | WWW.UNIRAC.COM
PUB2024JAN01-V1

CONFORMS TO UL2703

ISO 9001:2015 14001:2015 CERTIFIED

Datasheet – Ground Mount - Tracking Structure





NX Horizon™ is the world's most chosen solar tracking system, deployed and contracted on over 90 gigawatts of solar capacity as of December 2023. NX Horizon's unrivaled combination of integrated hardware and software is the gold standard for the utility-scale solar industry. It is known for its robust design, ease of installation, field-proven weather durability, and LCOE-optimized performance.

Pioneering independent-row technology

NX Horizon's patented independent row, self-powered tracking system provides reliable performance across the widest range of site conditions. Simple, robust hardware, including self-aligning module rails and vibration-proof fasteners, enables rapid installation and long life without maintenance. Mechanically balanced rows minimize tracking power requirements and pair with a time-proven drive & control system for maximum durability and uptime. NX Horizon's decentralized architecture with intelligent communications supports layout adaptability, flexible construction and commissioning sequencing, and advanced tracker functionality with over-the-air updates.

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STATEN

Proven resilience

NX Horizon is designed to withstand extreme weather, proven season after season, with hundreds of systems around the world. Nextracker's in-house project-engineering services configure and optimize NX Horizon to suit the unique combination of weather and climate for each project site. Based on the industry's most comprehensive wind analysis and field testing, NX Horizon is hardened against failures by robust structural design, the industry's best damping system, and advanced stowing functionality. In the event of hail, NX Horizon offers a 60° stow position, rapid rotation and UPS backup to maximize module survivability, even in the event of a grid outage. Additional software, hardware and support is available with NX Horizon Hail Pro™, for maximum capability and readiness in severe hail regions. NX Horizon is inherently tolerant of flooding with drive and control components 4-5' above grade. Flood-stowing functions to protect panels are available.

Highlights

8 years in a row
Global Market Share Leader

90 GW
Delivered on 6 Continents

Best-in Class
Software Ecosystem and Global Services

Up to 4% more energy
Using TrueCapture yield optimization software



Optimized for the lowest LCOE

Compared with conventional tracking systems, NX Horizon delivers Levelized Cost of Energy (LCOE) reductions of up to 7% by maximizing energy generation and driving the lowest possible project CAPEX and OPEX.

With pre-assembled components, no drive linkages, no AC wiring, self-aligning rails, and available XTR terrain-following upgrades, NX Horizon is fundamentally faster to install, requiring less construction labor, less grading, and less total project capital cost.

Projects with NX Horizon enjoy open-row access for efficient vegetation management and panel cleaning. Compared with linked row systems, NX Horizon cuts mowing costs by up to 55% and cleaning costs by up to 73%.

To boost energy generation and revenue, NX Horizon comes equipped with a unique design optimized for bifacial modules. In addition, TrueCapture yield optimization software is available, delivering IE-validated annual energy gains using unique algorithms for different module technologies, site terrain and diffuse light conditions.

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GENERAL AND MECHANICAL	
Architecture	Horizontal single-axis, independent row, independently balanced
Configuration	1x module in portrait
Tracking range of motion	Options for ±60° or ±50°. Steeper stowing angles available with Hail Pro
Row Size	Configurable per module type, string length and site layout
Array Height	Rotation axis elevation, 1.3 to 1.8 m / 4'3" to 5'10"
Drive type	High accuracy slew gear
Modules supported	All utility-scale crystalline and thin-film modules
Bifacial optimization	High-rise mounting rails, bearing & driveline gaps, round torque tube
Structural connections	Engineered fastening system, vibration-proof
Materials	Galvanized steel; other coatings available
Foundations	Complete range of foundation solutions available
Slope	Up to 15% N-S and 15% E-W
Ground coverage ratio (GCR)	No specific limit Typical range 25-45%
Operating temperature range	SELF POWERED: -30°C to 55°C (-22°F to 131°F) AC POWERED: -40°C to 55°C (-40°F to 131°F) Cold Pak upgrades available
Wind speed	Configurable up to 240 kph (150 mph) 10m, 3-second gust
Wind protection	Intelligent wind stowing with symmetric damping system

ELECTRONICS AND CONTROLS	
Solar tracking method	Astronomical algorithm with backtracking standard. TrueCapture™ available for enhanced energy yield
Tracker controller	Self-Powered Controller (SPC) with integrated inclinometer and UPS
Motor	Brushless DC
Power supply	SELF POWERED: Standalone smart solar power AC POWERED: Customer-provided 120-277 VAC circuit
Communications	Network control units (NCUs) at inverter pads/skids, self-powered weather stations, centralized data hub, encrypted Zigbee wireless mesh communications
Defensive stowing functions	Wind, hail, hurricane, snow, flood, loss of grid power
Operator interface	NX Navigator advanced HMI available, with SCADA integration

SERVICE, WARRANTY, AND STANDARDS	
Tracker engineering & PE stamped design package	Standard
Foundation engineering & PE stamped design package	Available
Onsite construction support & commissioning service	Available
Warranty	10-year structural, 5-year drive and controls standard; extended warranty available
Codes and standards	UL 3703 / UL 2703 / IEC 62817 / CSA



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AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETING(S)**

MEETING DATE(S): **AUGUST 15 & 19, 2024**

FROM: **MARION CHAMPION – ASSISTANT GENERAL MANAGER**

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

CALIFORNIA ADVOCACY SERVICES – CA LOBBY

STAFF RECOMMENDATION

It is recommended to authorize the General Manager to execute an agreement for services with CA Lobby, LLC, in the amount of $5,000 per month for the term beginning September 1, 2024, and ending August 31, 2025.

SUMMARY

CA Lobby, LLC has submitted a proposal to provide State legislative and regulatory advocacy services for Mission Springs Water District. The services include monitoring legislation, drafting position letters, providing monthly reports, setting up meetings with legislators, engaging with relevant associations, and offering strategic counsel. The team is led by Rosanna Carvacho Elliott, who has extensive experience in California's political landscape and is supported by seasoned lobbyists with solid backgrounds in water/energy, climate policy, and legislative processes. Rosanna has provided advocacy services for the District with her prior firm and through the California Groundwater Coalition.

ANALYSIS

The proposed scope of work covers all necessary legislative and regulatory advocacy aspects, ensuring that the District's interests are well-represented. Engaging CA Lobby, LLC will provide MSWD with strategic counsel and timely updates on legislative and regulatory matters, enhancing the District's ability to navigate complex policy environments.

FINANCIAL DATA		
Cost Associated with this action:	$60,000	
Current FY cost:	50,000	
Future FY cost:	10,000	
Is it covered in the current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, the year needed:	NA	
All previous contracts, including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	101	
BID/Job#	702	
Current BID/Job balance	$150,000	
Balance remaining if approved:	$100,000	

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The annual cost will be $60,000 per year. This item is consistent with strategic plan smart goals #1.4 and #2.1, ensuing excellence in regulatory compliance and engaging and building stronger relationships with regulators and the legislature.

ATTACHMENTS

Contract/Proposal

Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 7 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **CA Lobby, LLC**
1121 L Street, Suite 700
Sacramento, CA 95814

DATE: September 1, 2024

PROJECT DIR#: N/A

TITLE: **California Advocacy Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Proposal/Fee Schedule provided by CA Lobby, LLC, and per Exhibit B – Term, Early Termination & Notice

Contract price $: Not to Exceed $60,000.00

Term: One (1) year from the effective date above

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, (sometimes referred to herein as "District") a copy will be promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:	Consultant:
Mission Springs Water District	CA Lobby, LLC (Business Name)
By:	By:
Brian E. Macy, PE	Rosanna Carvacho Elliott
Title General Manager	Title Principal
Other authorized representative(s):	Other authorized representative(s):
Marion Champion, Assistant General Manager	
Amanda Lucas, Contracts Analyst	

Consultant agrees with the Mission Springs Water District that:

a. Consultant and District agree that District, its directors, officers, employees, and authorized volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Consultant or any subconsultant or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to District. Consultant acknowledges that District would not enter into this Agreement in the absence of the commitment of Consultant to indemnify and protect District as set forth herein.

b. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by District, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Consultant's obligation to defend, indemnify and hold harmless shall include any and all claims, suits, and proceedings in which Consultant (and/or Consultant's agents and/or employees) is alleged to be an employee of District. All obligations under this provision are to be paid by the Consultant as they are incurred by District.

c. Without affecting the rights of District under any provision of this Agreement or this Section, Consultant shall not be required to indemnify and hold harmless District as set forth above for liability attributable solely to the fault of District, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than $1,000,000 per claim and $2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. ~~The retroactive date (if any) is to be no later than the effective date of this agreement. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.~~ **ACCEPTED BY:** _____ _____
Mission Springs Water District CA Lobby, LLC

e. Verification of Coverage – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. ~~**Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.~~ **ACCEPTED BY:** _____ _____
Mission Springs Water District CA Lobby, LLC

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers' compensation exemption form.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for the length of the contract. ~~at least five (5) years after completion of the contract of work.~~
ACCEPTED BY: _____ _____
Mission Springs Water District CA Lobby, LLC

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Required Provisions –

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the

Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

j. Consultant hereby specifically represents and warrants to District that is possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.

k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. ~~All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.~~ **ACCEPTED BY:** _____ _____
Mission Springs Water District CA Lobby, LLC

p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.

q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be the Superior Court of Riverside County, California.

aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

dd. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

ee. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the District. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by the District to the Consultant under this Agreement shall not exceed the contract price specified on Page 1.

1. Consultant shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the District, in writing.

2. Consultant shall submit to District, on or before the fifteenth (15^{th}) of each month, itemized invoices for the Services rendered in the previous month. The District shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. The District shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to District's:

    i. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
    ii. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

iii. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the District determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, District shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly and give notice to Consultant of the adjustment.

3. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days after acceptance by Mission Springs Water District. Should the District dispute any portion of any invoice, District shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

ff. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Project Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.

gg. Consultant shall promptly advise the Project Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.

hh. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

CA LOBBY

TO: Brian Macy, General Manager, Mission Springs Water District and

Marion Champion, Assistant General Manager, Mission Springs Water District

FROM: Rosanna Carvacho Elliott, CA Lobby, LLC

RE: Proposal for California Advocacy Services

DATE: April 19, 2024

Thank you for the opportunity to submit a proposal for California advocacy services. It was a privilege to work with Mission Springs Water District ("Mission Springs") in years past and we would be thrilled to partner with you again.

CA Lobby is a full service, bipartisan, and women-owned lobbying firm based in Sacramento with decades of experience providing clients with legislative and regulatory advocacy. Our diverse client base has allowed us to build relationships across offices and agencies of importance to Mission Springs including the Chair of the Assembly Natural Resources Committee, the Assembly Water, Parks and Wildlife Committee, the Senate Natural Resources and Water Committee and the relevant Budget Committee Chairs. Additionally, we have relationships with key officials in the Newsom Administration and regulators including the Department of Water Resources and the State Water Resources Control Board. The relationships also extend to groups like the Association of California Water Agencies and various environmental and environmental justice groups. Lastly, our knowledge of the unique issues facing Mission Springs will allow us to hit the ground running and be valuable as new Legislators are elected to represent the service area.

We appreciate your consideration of CA Lobby for Mission Springs' Sacramento advocacy needs. We are confident our firm has the policy expertise, political know-how and relationships needed to ensure that Mission Springs' interests are represented in Sacramento.

Scope of Work

We would be honored to represent Mission Springs. This work would be handled at the senior level by firm Partner, Rosanna Carvacho Elliott. We propose a retainer of $5,000 per month for a 1-year period.

CA Lobby proposes to perform all appropriate monitoring, consulting, and lobbying activities for Mission Springs which includes the following:

- Continue building on the existing relationships and contacts in the legislature, including Legislators and staff, as well as Administration representatives;
- Monitor all introduced and amended bills and provide updates on legislation of interest, including items captured in the Legislative Platform;

- Assist with the drafting and distribution of legislative and budget position letters;
- Provide a monthly report of Sacramento activities and updates on priority bills;
- Set up and attend meetings with Legislators and relevant staff for the Mission Springs Board of Directors and staff;
- Engage with the Association of California Water Agencies and the California Special Districts Association, as requested;
- Annually provide a virtual presentation to the Board at a regularly scheduled meeting;
- Provide updates on potential grant opportunities of interest;
- Monitor and engage, as requested, on regulatory items of interest; and
- Providing strategic counsel on priority items.

Our Team



Rosanna Carvacho Elliott's extensive knowledge and network within the California State Legislature and California's political and policy landscape ensures the best outcomes for clients and California. Her vast experience working in the realm of California policy and politics, navigating complex issues and relationships with policymakers, negotiating issues impacting individuals and businesses in California are the cornerstone of her sustained success for her clients.

Rosanna has a very diverse practice which includes a large international energy
company, a multi-national financial services corporation, aerospace startups, childcare providers and local governments. Additionally, her practice provides expert advocacy and counsel in the energy, water, and natural resources field.

Rosanna's career in politics began as staff in the California Legislature. She served in both the Senate and the Assembly providing her with robust policy experience and creating a broad set of relationships in both houses along with a thorough understanding of the legislative and parliamentary processes, the roles of legislative leaders, their staff, and committee staff.

Prior to establishing CA Lobby, Rosanna was a partner in a small Sacramento based lobbying firm and was a shareholder at a national law and lobbying firm, serving as Managing Partner of the Sacramento office.

Rosanna received a bachelor's degree in Political Science from California State University Sacramento. She earned her law degree from the University of the Pacific, McGeorge School of Law while working full-time in the State Senate. She lives in West Sacramento, California with her husband and two children.



With nearly two decades of experience as a registered lobbyist, **Teresa Cooke** possesses the strong relationships with key decision makers and political savvy to achieve critical results. Her honesty, familiarity with her clients' issues and passion for delivering the highest level of service makes her a sought-after advisor for those looking to influence policy or enhance their profiles in a new industry or market.

Ms. Cooke has a well-established practice in the energy sector, having represented an investor-owned utility and oil and gas company on issues related to energy storage, California's Renewable Portfolio Standard, the Low Carbon Fuel Standard and climate policies. Ms. Cooke is also on the forefront of offshore wind policy issues in California, advising one of the world's largest project developers since 2017.

Dedicated to supporting technology-neutrality in climate policy, she was hired by several Fortune 500 companies to spearhead the creation of the California Hydrogen Coalition in 2019. Serving as its executive director, Ms. Cooke has led an aggressive multi-million dollar campaign utilizing social and earned media, grassroots advocacy and coalition building to raise awareness of hydrogen as a clean energy solution. She also leveraged her extensive legislative and administrative relationships to increase the profile of hydrogen among decision makers. Through its leadership, the California Hydrogen Coalition is now the leading voice on hydrogen mobility in Sacramento, securing millions for fueling infrastructure and production.

She has brought the same high standard of excellence to her other clients in travel and tourism, public safety and local government. Ms. Cooke draws on her years of expertise to provide objective and comprehensive counsel for her clients' most complicated political issues.

She earned a BA in government from California State University, Sacramento and serves on the board of the Institute of Governmental Advocates. Ms. Cooke lives in Sacramento with her partner, young child and terrific rescue dog.



Mikhael "Mik" Škvarla is a proven negotiator, strategic thinker, and leading California compliance lobbyist for air quality, climate change, energy, transportation, and energy efficient building systems. His ability to collaborate and build formidable relationships across industry sectors and the political spectrum has helped influence legislative and regulatory outcomes for California's marque energy and climate programs.

With a diverse background advocating for business, energy provider, utility, and private labor union interests, his credibility and trustworthiness have fueled Mik's ability to broker deals and achieve client objectives. He's adept at designing effective campaigns that educate and persuade target audiences while at the same time navigating complex problem-solving, competing interests, and busy policymakers and their staff.

Specifically, he has been a staunch advocate of Cap-and-Trade since the program's inception, actively participating in direct negotiations with the Administration and legislature for its super-majority and bipartisan reauthorization in 2017.

Before starting his consultancy, Mik was a senior analyst for the globally influential Air Resources Board (ARB), including the California Environmental Quality Act (CEQA), integrated air quality standards and compliance, sustainability and climate change, land use, and attendant rulemaking and regulatory trends. He also managed the legislative reauthorization of the Clean Air Vehicle (CAV) decal program and modernized the SMOG check program.

Prior, he served as a legislative and policy staff member for Governor Arnold Schwarzenegger, and the experience provided a deep and nuanced understanding of the executive branch's decision-making process, constituent and stakeholder issues, and California's landmark environmental goals.

Before entering politics and policy, Mik gained valuable project management experience working for a family-owned construction company, consistently delivering projects on time and under budget. He earned a Bachelor of Arts in Government from California State University, Sacramento, and was a founding member of the Council for Giving. Mik lives in Sacramento with his wife and young child.

EXHIBIT B

Term, Early Termination & Notice

California Advocacy Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon one (1) year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the Mission Springs Water District and CA Lobby, LLC for California Advocacy Services in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and CA Lobby, LLC.

OWNER

Attn: Marion Champion
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
mchampion@mswd.org

CONSULTANT

Attn: Rosanna Carvacho Elliott
CA Lobby, LLC
1121 L Street, Suite 700
Sacramento, CA 95814
rosanna@calobby.com

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETING(S)**

MEETING DATE(S): **AUGUST 15 & 19, 2024**

FROM: **MARION CHAMPION – ASSISTANT GENERAL MANAGER**

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

ORDINANCE 2024-02 AND RESOLUTION 2024-24
UPDATING AND AMENDING ADMINISTRATIVE CODE TITLES 1-3

STAFF RECOMMENDATION

It is recommended that the Board adopt Ordinance #2024-02 and Resolution #2024-24 updating and amending titles 1, 2 and 3 of the District's Administrative Code.

SUMMARY

In July 2024, MSWD adopted an Administrative Code providing an easier and more transparent method of accessing MSWD's policies and procedures. Since that time, staff and legal counsel have reviewed the first three titles and are recommending updates to ensure policies and procedures are up to date with the latest regulations and technology, as well as consistent with the industry's best practices.

ANALYSIS

The proposed updates strengthen the District's Administrative Code and align with MSWD's current policies and procedures.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

There is no cost associated with updating the Administrative Code. This action is consistent with Strategic Plan Smart Goal 6.1- Embracing technological solutions that align the District with industry best practices and modern standards.

FINANCIAL DATA		
Cost Associated with this action:		--
Current FY cost:		-
Future FY cost:		-
Is it covered in the current year budget:	YES ☐	NO ☐
Budget adjustment needed:	YES ☐	NO ☐
If yes, the year needed:		NA
All previous contracts, including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		-
BID/Job#		-
Current BID/Job balance		-
Balance remaining if approved:		-

ATTACHMENTS

Resolution 2024-24
Ordinance 2024-02
Exhibit A - Red Line Versions of Titles 1, 2 & 3

RESOLUTION NO. 2024-24

A RESOLUTION TO THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT AMENDING CERTAIN PROVISIONS OF TITLES 1, 2 AND 3 OF THE ADMINISTRATIVE CODE

WHEREAS, pursuant to its authority granted by County Water District Law (California Water Code §§ 30000, et seq.), the Board of Directors adopted its Administrative Code on July 15, 2024; and

WHEREAS, the Board of Directors wishes to amend certain portions of that Code.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of Mission Springs Water District as follows:

SECTION 1. On July 15, 2024, the Board of Directors adopted Resolution No. 2024-20, rescinding Resolution 2022-19 and amending the Mission Springs Water District Conflict of Interest Code, Codified at Administrative Code Section 1.02. Pursuant thereto, Administrative Code section 1.02 is amended to read as follows:

Section 1.02.010 – Adoption of Code by Reference
The Political Reform Act ("Act") (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission ("Commission") has adopted a regulation (California Code of Regulations Section 18730 "Conflicts Code Regulation") which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Commission to conform to amendments in the Act.

The terms of the Conflicts Code Regulation and any amendments to it duly adopted by the Commission are hereby incorporated by reference. This regulation and the attached Appendices "A" and "B" designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code ("Code") for the Mission Springs Water District ("District")

Section 1.02.020 – Place of Filing
Designated employees shall file a statement of economic interests with the Secretary to the Board of Directors of the District ("Board"). Upon receipt of the statements of the Board, the Secretary to the Board shall make and retain a copy of the statements and forward the original statements to the County of Riverside. Statements for all other designated employees shall be delivered to the Secretary to the Board and retained by the District.

Section 1.02.030 – Violations

This Code has the force and effect of law. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, as it may be amended from time to time.

Section 1.02.040 – Designated Filers and Disclosure Categories

A. Director of Operations	All (1-3)
B. Assistant General Manager	All (1-3)
C. Engineering Manager	All (1-3)
D. Human Resources Manager	All (1-3)
E. Legal Counsel	All (1-3)
F. Consultants	See below

Section 1.02.050 – Officials Who Manage Public Investments

A. It has been determined that the positions listed below manage public investments and shall file a Statement of Economic Interests pursuant to Government Code Section 87200:
   1. Board of Directors
   2. General Manager
   3. Director of Finance

B. Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitations:
   1. The General Manager may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determinations shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.
   2. The designated position of Consultants includes special legal counsel retained by the District as a position subject to the foregoing specialized disclosure category.

Section 1.02.060 – Disclosure Categories

A. This Code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200. Such persons are covered by this Code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in Sections 1.02.040 and 1.02.050 specify which kinds of financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Sections 1.02.040 and 1.02.050. It has been determined that the

financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

B. The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category to which he or she is assigned.
   1. Category 1: Interest in real property.
   2. Category 2: All investments and business positions in any business entity and income from any sources which are (1) a private water company; or (2) an entity or person engaged in farming or real estate development or an owner of real property.
   3. Category 3: Investment and business positions in business entities, and sources of income, which provide services, supplies, materials, machinery, or equipment of the type utilized by the District.

SECTION 2. Resolution No. 86-3, codified at Administrative Code section 2.01.030 is hereby amended to read as follows:

Section 2.01.030 – Smoking/Vaping Prohibited

Smoking or vaping of any kind (including but not limited to tobacco and/or cannabis products) on District property, and within twenty (20) feet of any District building/structure is prohibited, including within the Board Room or in any District building.

SECTION 3. Resolution No. 88-20, codified at Administrative Code § 2.01.040 is hereby amended to read as follows:

Section 2.01.040 – Appeal of Certain Administrative Decisions

It is hereby found and determined that the application of Section 1094.6 of the Code of Civil Procedure to administrative decisions of this District will provide an orderly and reasonable procedure for the review of certain decisions of the District.

The provisions of Section 1094.6 of the Code of Civil Procedure shall apply to decisions of the District which are subject to review pursuant to Section 1094.5, and the provisions of Section 1094.6 of the Code of Civil Procedure shall prevail over any conflicting provision in any other applicable law relating to the subject matter, unless the conflicting provision is a state or federal law which provides a shorter statute of limitations, in which case the shorter statute of limitations shall apply.

SECTION 4. Resolution No. 37-1971, codified at Administrative Code section 2.03.020, is hereby amended to read as follows:

Section 2.03.020 – Manner of Calling Special Meetings

A special meeting may be called at any time by the presiding officer of the Board of Directors, or by a majority of the members of the Board of Directors, by providing notice in accordance with the provisions of the Ralph M. Brown Act (the "Brown Act") for such special meetings, as may be amended from time to time. Such notice must be delivered at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the

business to be transacted. No other business shall be considered at such meeting by the Board of Directors.

Written notice may be dispensed with as to any director who at or prior to the time the meeting convenes, files with the Secretary of the Board of Directors a written Waiver of Notice in accordance with the Brown Act. Such written notice may also be dispensed with as to any director who is actually present at the meeting at the time it convenes.

SECTION 5. Resolution No. 2024-09, the Board of Directors Handbook "Executive Summary," codified at Administrative Code section 2.04.020 is hereby amended to read as follows:

Section 2.04.020 – Executive Summary

The District's core values of Accountability, Leadership, Professionalism and Service are the foundation for this Handbook. These core values, along with specific criteria related to the performance of public officials, were used in identifying the appropriate Best Practices for members of the Board and the General Manager. An annual review of the approved and adopted best practices outlined in the Board Handbook would serve as a continual reminder of the Board's role in policy governance and principles of behavior as a "Best of Class" water agency. The document will also serve as a valuable tool in the orientation and education of new Board members and staff in the future.

A. Board Best Practices
    1. Ethical standards and accountable leadership
    2. Public confidence and integrity
    3. Compliance with the letter and spirit of existing laws and policies
    4. Dedication to superior service
    5. Personalized standards of conduct

SECTION 6. The Mission Springs Personnel Rules and Regulations, Rule 8 "No Smoking Policy," codified as Administrative Code section 3.01.080 is hereby amended to read as follows:

Section 3.01.080 – No Smoking Policy (Rule 8)

Smoking or vaping of any kind is prohibited in District vehicles, and within twenty (20) feet of any District building/structure. Employees shall be especially attentive to the sensitivities of the public and fellow employees who may object to smoking/vaping. Management reserves the right to limit employees from leaving their work area to smoke/vaping except at break and lunch time. However, employees should use reason and discretion in the frequency of leaving the work area to smoke/vape.

It is also a violation of California law for any person to smoke in a vehicle where minors are present. As such, any employee who smokes in a District vehicle while a minor is present may also be subject to criminal liability.

ADOPTED this _____ day of August, 2024, by the following vote:
Ayes:
Noes:
Abstain:

_____
Ivan Sewell
President of Mission Springs Water District
and its Board of Directors

ATTEST:

_____
Brian Macy
Secretary of Mission Springs Water District
and its Board of Directors

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT AMENDING CERTAIN PROVISIONS OF TITLE 2 OF THE ADMINISTRATIVE CODE RELATED TO ELECTIONS BY DIVISIONS

WHEREAS, on June 24, 2020, the Board of Directors adopted Ordinance No. 2020-02, codified at Administrative Code Section 2.02.010, providing for the election of members of the Board of Directors by divisions; and

WHEREAS, the Board of Directors wishes to amend certain portions of that Code.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Ordinance No. 2020-02, Section 4, codified at Administrative Code section 2.02.010C, is hereby amended to read as follows:

C. Election Process-

1. Members of the Board of Directors shall be elected in the electoral divisions established by this Ordinance and subsequently reapportioned as provided for in State law and as set forth in Section E of this Ordinance. Elections shall take place “by division,” meaning that one Director shall be elected from each division, by the voters of the division alone.

2. No term of any member of the Board of Directors that commenced prior to the effective date of this Ordinance shall be affected by the adoption of this Ordinance.

3. A Director elected or appointed to represent a division shall reside in that division and shall be a registered voter in that division, and any candidate for the Board shall reside in, and be a registered voter in, the division in which he or she seeks election at the time nomination papers are issued.

4. In the event a vacancy occurs before the expiration of the term of a Director, a person who is appointed or elected by special election to fill such vacancy must reside in that division, and be registered to vote in that division.

5. The term of each Director elected to the Board of Directors shall remain four (4) years.

SECTION 2. Ordinance No. 2020-02, Section 5, codified at Administrative Code section 2.02.010D, is hereby amended to read as follows:

D. Implementation – The by-division election system shall be implemented, beginning at the next regular election of the Board of Directors, as follows:

1. Members of the Board of Directors shall be elected in Divisions 2, 3, and 4 beginning in 2020 during the next regular election of the Board of Directors, and every four years thereafter, and
2. At the following regular election of the Board of Directors in 2022, members of the Board of Directors shall be elected in Divisions 1 and 5, and every four years thereafter.

PASSED, APPROVED AND ADOPTED this _____ day of August, 2024, by the following vote:

Ayes:
Noes:
Abstain:

_____
Ivan Sewell
President of Mission Springs Water District
and its Board of Directors

ATTEST:

_____
Brian Macy
Secretary of Mission Springs Water District
and its Board of Directors

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Title 1 – GENERAL PROVISIONS

Chapter 1.01 – ADMINISTRATIVE CODE

Section 1.01.010 – Intent

It is the intent of the Board of Directors of the Mission Springs Water District to maintain an Administrative Code containing a comprehensive record of the District's current policies, rules, and legally enforceable regulations enacted by the Board of Directors. The regulations contained herein are based on the authority granted to the Board of Directors by the County Water District Law of the California Water Code in Section 30000 *et seq* and applicable provisions of State Law. The Administrative Code will serve as a resource for Directors, staff, and members of the public in determining the manner in which matters of the District business are conducted.

Section 1.01.020 – Adoption of Administrative Code

Mission Springs Water District adopted the "Mission Springs Water District Administrative Code" in its entirety on July 15, 2024. The version of this Administrative Code in effect at any given time is inclusive of any modifications made after the adoption date by one or more ordinances or resolutions passed by the Board of Directors.

Section 1.01.030 – Title, Citation, and Reference

This Code shall be known as the "Mission Springs Water District Administrative Code" and it shall be sufficient to refer to this code as the "Mission Springs Water District Code," "Administrative Code" or "the Code" in any prosecution for the violation of any provision thereof, or in any proceeding at law or equity. It shall be sufficient to designate any ordinance or resolution adding to, amending, correcting, or repealing all or any part or portion thereof as an addition to, amendment to, correction, or repeal of the "Mission Springs Water District Administrative Code." Further, reference may be had to the titles, chapters, sections, and subsections of the "Mission Springs Water District Administrative Code" and such reference shall apply to that numbered title, chapter, section, or subsection as it appears in the Code.

Section 1.01.040 – Reference Applies to All Amendments

Whenever a reference is made to this Code as the "Mission Springs Water District Administrative Code" or to any position thereof, or to any ordinance, resolution or policy of the Mission Springs Water District codified in the Code, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made. In addition, from time to time the Board of Directors of the Mission Springs Water District may adopt Ordinances that may not be chaptered into this Code directly. These Ordinances, once duly adopted by the Board of Directors, shall be incorporated into this Code as though fully set forth herein, and these Ordinances shall carry the full weight of this Code.

Section 1.01.050 – Title, Chapter, and Section Headings

Title, chapter, and section headings contained in this Code shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any title, chapter, or section hereof.

Section 1.01.060 – Reference to Specific Ordinance and Resolutions

The provisions of this Code shall not in any manner affect matters of record which refer to, or are otherwise connected with, ordinances, resolutions, or policies which are therein specifically designated by number or otherwise, and which are included within the Code, but such reference shall be construed to apply to the corresponding provisions contained within this Code.

Section 1.01.070 – Effect on Past Actions and Obligations

The adoption of this Code does not affect prosecutions for ordinance, resolution, or policy violations committed before the effective date of this Code, or any violations of ordinances and/or resolutions adopted by the Board but otherwise not affirmatively part of the Code, does not waive any fee or penalty due and unpaid on the effective date of this Code, and does not affect the validity of any bond or cash deposit posted, filed, or deposited pursuant to the requirements of any ordinance or resolution.

Section 1.01.080 – Modification of Administrative Code

Consideration by the Board of Directors to modify this Code shall be accomplished by adoption of an ordinance or resolution, as appropriate.

Section 1.01.090 – Definitions

A. General

1. All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the Board of Directors may be fully carried out. In the interpretation and application of any provisions of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of the Code imposes greater restrictions upon the subject matter than another more general provision imposed by the Code or other law, the provision imposing the greater restriction or regulation shall be deemed to be controlling. In all interpretations of this Code, and ordinances and resolutions, the courts shall look diligently for the intention of the Board of Directors. Grammatical errors shall not vitiate, and a transposition of words and clauses may be resorted to when the sentence or clause is without meaning as it stands. To the extent any job titles, positions, committees, or other terms have been replaced or superseded, the Code shall be interpreted to refer to the most current job title, position, committee, or term, as may be changed,

replaced, superseded or amended from time to time, provided such interpretation does not substantively amend the Code or intent thereof.

B. California Codes
    1. Any reference to the codified statutes of the state including but not limited to Business and Professions Code, Civil Code, Code of Civil Procedure, Commercial Code, Corporations Code, Education Code, Elections Code, Evidence Code, Family Code, Financial Code, Fish and Game Code, Food and Agricultural Code, Government Code, Harbors and Navigation Code, Health and Safety Code, Insurance Code, Labor Code, Military and Veterans Code, Penal Code, Probate Code, Public Contract Code, Public Resources Code, Public Utilities Code, Revenue and Taxation Code, Streets and Highways Code, Unemployment Insurance Code, Vehicle Code, Water Code, or Welfare and Institutions Code are to such codes as adopted and now or hereafter amended. Any reference to a state law or state act by title is to such law or act as amended.

C. Terms and Definitions.
    1. Controller and/or Director of Administrative Services – The Term “Controller” and/or “Director of Administrative Services” as used herein shall mean and refer to the Director of Finance, or such other position within the District as may hereinafter be established to perform such duties.
    2. County – The term “county” means Riverside County, California.
    3. Day – The period of time between any midnight and the midnight following.
    4. Must – The term "must" shall be construed as being mandatory.
    5. Nontechnical and technical words – Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.
    6. Oath – The term "oath" shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."
    7. Officers, boards, commissions – All references to officers, boards or commissions are to officers, boards or commissions of the district.
    8. Person – The term "person" shall extend and be applied to a number of persons and to associations, clubs, societies, firms, partnerships, and bodies politic and corporate, as well as to individuals.
    9. Preceding, following – The terms "preceding" and "following" mean next before and next after, respectively.
    10. Public place – The term "public place" shall mean any park, cemetery, schoolyard or open space adjacent thereto, or any area available and/or accessible to the public, regardless of whether privately or publicly owned.

11. Shall – The term "shall" shall be construed as being mandatory.
12. State – The term "state" ~~or~~ means the State of California.
13. Week – The term "week" shall be construed to mean a calendar week of seven days.
14. Year – The term "year" shall mean a calendar year.
15. Delegation of authority – Whenever a provision appears requiring the head of a department of the district to do some act or make certain inspections, it is to be construed to authorize the head of the department to designate, delegate and authorize subordinates to perform the required act or make the required inspection unless the terms of the provision or section designate otherwise.
16. District or water district or MSWD – The term “district” or “water district” or “MSWD” means the Mission Springs Water District.
17. May – The term "may" shall be construed as being permissive.
18. Month – The term "month" means a calendar month.

Chapter 1.02 – CONFLICT OF INTEREST CODE

Section 1.02.010 – Adoption of Code by Reference

The Political Reform Act (“Act”) (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“Commission”) has adopted a regulation (California Code of Regulations Section 18730 “Conflicts Code Regulation”) which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Commission to conform to amendments in the Act.

The terms of the Conflicts Code Regulation~~,~~ and any amendments to it duly adopted by the Commission are hereby incorporated by reference. This regulation and the attached Appendices “A” and “B” designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code (“Code”) for the Mission Springs Water District (“District”)

(~~Res. No. 2022-19, § 1, 07-18-2022~~Res. No. 2024-20, § 1, 07-15-2024.)

Section 1.02.020 – Place of Filing

Designated employees shall file a statement of economic interests with the Secretary to the Board of Directors of the District (“Board”). Upon receipt of the statements of the Board, the Secretary to the Board shall make and retain a copy of the statements and forward the original statements to the County of Riverside. Statements for all other designated employees shall be delivered to the Secretary to the Board and retained by the District.

(Res. No. 2024-20, § 2, 07-15-2024~~Res. No. 2022-19, § 2, 07-18-2022~~)

Section 1.02.030 – Violations

This Code has the force and effect of law. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, as it may be amended from time to time.

(Res. No. 2024-20, § 3, 07-15-2024~~Res. No. 2022-19, § 3, 07-18-2022~~)

Section 1.02.040 – Designated Filers and Disclosure Categories

~~A.~~	~~Government and Public Affairs Manager~~	~~All (1-3)~~
~~B.~~A.	Director of Operations	All (1-3)
~~C.~~B.	Assistant General Manager	All (1-3)
~~D.~~C.	Engineering Manager	All (1-3)
~~E.~~D.	Human Resources Manager	All (1-3)
~~F.~~E.	Legal Counsel	All (1-3)
~~G.~~F.	Consultants	See below

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(~~Res. No. 2022-19, Appendix A, 07-18-2022~~Res. No. 2024-20, Appendix A, 07-15-2024)

Section 1.02.050 – Officials Who Manage Public Investments

A. It has been determined that the positions listed below manage public investments and shall file a Statement of Economic Interests pursuant to Government Code Section 87200:
   1. Board of Directors
   2. General Manager
   3. Director of Finance

B. Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitations:
   1. The General Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determinations shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.
   2. The designated position of Consultants includes special legal counsel retained by the District as a position subject to the foregoing specialized disclosure category.

(Res. No. 2024-20, Appendix A, 07-15-2024~~Res. No. 2022-19, Appendix A, 07-18-2022~~)

Section 1.02.060 – Disclosure Categories

A. This Code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200. Such persons are covered by this Code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in Sections 1.02.040 and 1.02.050 specify which kinds of financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Sections 1.02.040 and 1.02.050. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

B. The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category to which he or she is assigned.

   1. Category 1: Interest in real property.
   2. Category 2: All investments and business positions in any business entity and income from any sources which are (1) a private water company; or (2) an entity or person engaged in farming or real estate development or an owner of real property.
   3. Category 3: Investment and business positions in business entities, and sources of income, which provide services, supplies, materials, machinery, or equipment of the type utilized by the District.

(Res. No. 2024-20, Appendix B, 07-15-2024~~Res. No. 2022-19, Appendix B, 07-18-2022~~)

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Title 2 – ADMINISTRATION

Chapter 2.01 – GENERAL PROVISIONS

Section 2.01.010 – Change of District Name and Logo

The Board of Directors does hereby change the name of the District to: Mission Springs Water District.

(Res. No. 87-7, § 1, 4-20-1987)

Section 2.01.020 – District Seal

An official seal shall be and the same is hereby adopted for said Water District, to consist of an impression made with a seal press, the inscription of which shall be the following:

"Mission Springs Water District, Riverside County, California, Incorporated February 16, 1953 SEAL"

(Ord. No. 1, § 1, 3-7-1953)

Section 2.01.030 – Smoking/Vaping Prohibited ~~within the Board Room~~

Smoking or vaping of any kind (including but not limited to tobacco and/or cannabis products)~~of tobacco products shall be~~ on District property, and within twenty (20) feet of any District building/structure is ~~-~~prohibited~~ within the Board Room of the Mission Springs Water District~~, including within the Board Room or in any District building.

(Res. No. 86-3, 1-20-1986; Res. No. 2024-24, X-XX-XXXX)

Section 2.01.040 – Appeal of Certain Administrative Decisions

It is hereby found and determined that the application of Section 1094.6 of the Code of Civil Procedure to administrative decisions of this District will provide an orderly and reasonable procedure for the review of certain decisions of the District.

~~A. The provisions of Section 1094.6 of the Code of Civil Procedure are hereby made applicable to those decisions of the District defined in Section C.~~

~~B.~~ The provisions of Section 1094.6 of the Code of Civil Procedure shall apply to decisions of the District which are subject to review pursuant to Section 1094.5, and ~~T~~the provisions of Section 1094.6 of the Code of Civil Procedure shall prevail over any conflicting provision in any other applicable law relating to the subject matter, unless the conflicting provision is a state or federal law which provides a shorter statute of limitations, in which case the shorter statute of limitations shall apply.

~~C. The provisions of Section 1094.6 of the Code of Civil Procedure shall apply to decisions of the District which are subject to review pursuant to Section 1094.5 as follows: (a) suspending, demoting or dismissing and officer or employee; (b) revoking or denying an~~

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~~application for a permit, license or other entitlement; or (c) denying an application for any retirement benefit or allowance.~~

~~D. Any petition for judicial review of a decision of the District shall be filed not later than the 90th day following the date on which the decision becomes final. If there is no provision for reconsideration of the decision in any applicable provision of any statute, charter or rule, then for the purposes of this section, the decision is final on the date it is made. If there is such provision for reconsideration, the decision is final for purposes of this section upon the expiration of the period during which such reconsideration can be sought; provided, that, if reconsideration is sought pursuant to any such provision, the decision is final for the purposes of this section on the date the reconsideration is rejected.~~

~~E. The complete record of the proceedings shall be prepared by the District or its commission, board, officer or agent which made the decision and shall be delivered to the petitioner within 90 days after he has filed a written request therefor. The District may recover from the petitioner its actual costs for transcribing or otherwise preparing the record. Such record shall include the transcript of the proceedings, all pleadings, all notices and orders, any proposed decision by a hearing officer, the final decision, all admitted exhibits, all rejected exhibits in the possession of the District or its commission, board, officer, or agent, all written evidence, and any other papers in the case.~~

~~F. If the petitioner files a request for the record as specified in Section E within 10 days after the date the decision becomes final as provided in Section D, the time within which a petition pursuant to Section 1094.5 may be filed shall be extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to the petitioner or his attorney, if he has one.~~

~~G. In making a final decision as defined in Section D, the District shall provide notice to the party that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.~~

~~H. As used herein "party" means an officer or employee who has been suspended, demoted or dismissed; a person whose permit, license or other entitlement has been revoked or suspended or whose applicable for permit, license or other entitlement has been denied; or a person whose application for retirement benefit or allowance has been denied.~~

(Res. No. 88-20, §§ 1-9, 7-18-1988, Res. No. 2024-24, X-XX-XXXX)

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Section 2.01.050 – Secretary of the Board of Directors

The Secretary of the Board of Directors is authorized and directed to accept and consent, for purposes of recordation, to all deeds or grants conveying any interest in real property to the Mission Springs Water District.

(Res. No. 10-1965, 9-14-1965)

Chapter 2.02 – BOARD OF DIRECTORS ELECTIONS

Section 2.02.010 – Elections by Division

A. Transition to By-Division Election – The District finds that its election system will transition from at-large elections to by-division elections, beginning with its next regular election of members of the Board of Directors in November 2020.

B. Establishment of Divisions – The District hereby establishes five Director divisions in the Mission Springs Water District. The boundaries and identifying number of each division shall be described on the Mission Springs Water District Division Map, a copy of which shall be on file in the District office.

C. Election Process-

1. Members of the Board of Directors shall be elected in the electoral divisions established by this Ordinance and subsequently reapportioned as provided for in State law and as set forth in Section E of this Ordinance. Elections shall take place "by division," meaning that one Director shall be elected from each division, by~~ut~~ the voters of the division alone.

2. No term of any member of the Board of Directors that commenced prior to the effective date of this Ordinance shall be affected by the adoption of this Ordinance.

3. A Director elected or appointed to represent a division shall reside~~d~~ in that division and shall be a registered voter in that division, and any candidate for the Board shall reside in, and be a registered voter in, the division in which he or she seeks election at the time nomination papers are issued.

4. ~~Notwithstanding any other provision of this Ordinance, the Directors in office at the time this Ordinance takes effect shall continue in office until the expiration of the term to which he or she was elected.~~ In the event a vacancy occurs before the expiration of the term of a Director, ~~in office at the time this Ordinance takes effect,~~ a person who is appointed or elected by special election to fill such vacancy ~~may reside anywhere in the District.~~must reside in that division, and be registered to vote in that division.

~~4~~5. The term of each Director elected to the Board of Directors shall remain four (4) years.

D. Implementation – The by-division election system shall be implemented, beginning at the next regular election of the Board of Directors, as follows:

1. Members of the Board of Directors shall be elected in Divisions 2, 3, and 4 beginning in 2020 during ~~at~~ the next regular election of the Board of Directors, and every four years thereafter, and

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2. At the following~~next~~ regular election of the Board of Directors in 2022, ~~following the election of Members of the Board of Directors in Divisions 2, 3, and 4,~~ members of the Board of Directors shall be elected in Divisions 1 and 5, and every four years thereafter.

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E. Adjustment of Boundaries – Pursuant to Elections Code 22000, the Board of Directors shall adjust the boundaries of any or all of the divisions following each decennial federal census to ensure that the divisions are in compliance with all applicable provisions of law.

(Ord. No. 2020-02, 6-24-2020; Ord. No. 2024-02, X-XX-XXXX)

Section 2.02.020 – Boundaries of Director Electoral Divisions

Pursuant to the provisions of the Fair Maps Act of 2019 as amended in 2020, codified at Elections Code Section 21500 to 21509, after giving consideration to those provisions and applicable decisions of the courts, the Board hereby adjusts, changes, and establishes the boundaries of the director divisions as set forth on the Preferred Map considered by the Board at its public hearing on March 21, 2022, and reflected as Exhibits A and B hereto, and they shall constitute and are hereby established as the boundaries of the director divisions of the Mission Springs Water District for subsequent elections until further readjustments is required by law.

(Ord. No. 2022-01, 3-21-2022)

Section 2.02.030 – Expenses for Candidate's Statements of Qualifications

This District shall assume no responsibility for collection of expenses connected with publication of candidates' statements of qualifications, and that any such payments shall be made by candidates directly to the County of Riverside.

(Res. No. 83-7, 5-16-1983)

Section 2.02.040 – Regular Election Date

Pursuant to Elections Code §§ 1303(b) and 10404(b), MSWD hereby elects to change MSWD's regular election date for election of the Board of Directors from the first Tuesday after the first Monday in November of odd-numbered years to the statewide general election date on the first Tuesday after the first Monday in November of even-numbered years.

Special elections called for the purpose of filling Board vacancies, submitting measures to MSWD's electors for consideration, or other such matters, shall not be affected by this resolution and may be conducted on any date authorized by applicable law.

The Riverside County Board of Supervisors is hereby requested to consolidate all future MSWD regular elections with the statewide general elections to be conducted in November of even-numbered years. The President of this Board shall be authorized to take any and all actions, and to execute any documents necessary, to assist MSWD's General Manager in presenting this resolution to the Riverside County Board of Supervisors for its approval.

The Secretary of the Board of Directors of MSWD shall transmit certified copies of this resolution to the Clerk of the Board of Supervisors and to the Office of the Registrar of Voters for the County of Riverside.

(Res. No. 2017-07, §§ 1-4, 3-8-2017)

Chapter 2.03 – BOARD OF DIRECTORS MEETINGS

Section 2.03.010 – Regular Meetings of the Board of Directors

That the regular meetings of the Board of Directors of the Mission Springs Water District shall be held at the time and place specified as follows:

A. Thursday prior to the third Monday of each calendar month at 3 p.m.
   Office of the District
   66575 Second Street
   Desert Hot Springs, CA 92240
B. Third Monday of each calendar month at 3 p.m.
   Office of the District
   66575 Second Street
   Desert Hot Springs, CA 92240

That, unless a matter is deemed to require immediate action, the regular meeting established on the Thursday prior to the third Monday of each calendar month shall be devoted to review and study purposes.

(Res. No. 2001-12, §§ 1-3, 3-7-2001)

Section 2.03.020 – Manner of Calling Special Meetings

~~That a~~ A special meeting may be called at any time by the presiding officer of the Board of Directors, or by a majority of the members of the Board of Directors, by ~~delivering personally or by mail written notice to each member of the Board of Directors and to each local newspaper of general circulation, radio or television station requesting notice in writing~~providing notice in accordance with the provisions of the Ralph M. Brown Act (the "Brown Act") for such special meetings, as may be amended from time to time. Such notice must be delivered ~~personally or by mail~~ at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting by the Board of Directors.

~~That such~~ W~~w~~ritten notice may be dispensed with as to any director who at or prior to the time the meeting convenes, files with the Secretary of the Board of Directors a written Waiver of Notice~~. Such Waiver may be given by telegram~~ in accordance with the Brown Act. Such written notice may also be dispensed with as to any director who is actually present at the meeting at the time it convenes.

(Res. No. 37-1971, §§ 1-2, 12-14-1971; Res. No. 2024, X-XX-XXXX)

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Section 2.02.030 – Holidays

In the event that any day fixed for a regular meeting of the Board shall fall upon a holiday, then the meeting appointed for such day shall be held on the next day which may not be a holiday, at the same hour specified for the meeting to be held.

(Ord. No. 2, § 4, 3-7-1953)

Chapter 2.04 – BOARD OF DIRECTORS HANDBOOK

Section 2.04.010 – Introduction

Our democratic form of government requires that public officials be impartial, independent, and responsible to the people they represent, and that government decisions and policies are made through proper channels of government structure; that public office not be used for personal gain; and that the public has confidence in the integrity of its government. This Board of Directors Handbook ("Board Handbook") is intended to establish ethical standards of conduct for the Board of Directors of the Mission Springs Water District ("District"), by confirming the Board of Directors commitment to transparency; setting forth those acts or actions that are incompatible with the best interest of the District and the public: ensuring disclosure by the District's elected and appointed officials of private financial or other interests in matters affecting the District: and ensuring compliance with applicable laws. The provisions and purpose of this Board Handbook are deemed by the Board of Directors ("Directors") to be in the best interest of the District, and the standards established herein are intended to supplement and be cumulative to all applicable state and federal laws, policies and regulations otherwise applicable to the District and its elected and appointed officials. The policies and procedures set forth in this Board Handbook are intended to supplement, without preempting, existing state and federal laws.

The elected and appointed officials of the District, including the Board of Directors and the General Manager, hold office for the benefit of the public and are bound to uphold the Constitution and laws of the United States and the state of California, and to foster respect for all levels of government. They are bound to observe both the letter and the spirit of the law in their official acts, with the highest standards of morality, integrity and honesty, and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach at all times.

The development of the Board Handbook represents the commitment of the Mission Springs Water District Board of Directors to the development of specific best practice performance criteria essential to their role as elected public officials. This commitment also extends to the General Manager. This Board Handbook is considered a 'living document' and as such can be amended or modified at the discretion of the Board of Directors.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.020 – Executive Summary

The District's core values of ~~Professionalism, Accountability, Respect, Integrity, Servant Attitude, Excellence, and Stewardship~~Accountability, Leadership, Professionalism and Service ~~serve as~~ are the foundation ~~for development~~ of this Handbook. These core values, along with specific criteria related to the performance of public officials, were used in identifying the appropriate Best Practices for members of the Board and the General Manager. An annual review of the approved and adopted best practices outlined in the Board Handbook would serve as a continual reminder of the Board's role in policy governance and principles of behavior as a "Best of Class" water agency. The document will also serve as a valuable tool in the orientation and education of new Board members and staff in the future.

A. Board Best Practices
    1. Ethical standards and accountable leadership
    2. Public confidence and integrity
    3. Compliance with the letter and spirit of existing laws and policies
    4. Dedication to superior service
    5. Personalized standards of conduct

(Res. No. 2024-09, 5-20-2024; Res. No 2024-24, X-XX-XXXX)

Section 2.04.030 – Culture: Vision and Core Values

The Board and the General Manager understand the importance and value of a positive and constructive culture to the overall performance of the District. This culture in large part is a product of the District's goal of performing as a "Best of Class" public agency, individually and corporately. Whether in the capacity of an elected or appointed Director, or as an employee of the District, our primary responsibility is to serve the District's customers.

A. Vision. Our Vision at MSWD serves as a compass, charting our course toward a future state that reflects our aspirations and commitment to excellence. It encapsulates not just what we aim to become by envisions the success we strive for and the positive transformations we aim to bring to all those we serve. The vision falls under the following categories:

1. **Trust**: Our Vision at Mission Springs Water District is to build a trusting community through open communication, accountability, collaboration, and mutual respect among the Board of Directors, staff, and our customers.
2. **Employees**: Our vision for Mission Springs Water District employees is to cultivate a workplace where each person is empowered as a steward of our community's water, fostering a culture of excellence, innovation, and service in alignment with our shared mission.

3. **Customers**: Our vision for Mission Spring Water District is to deliver reliable, sustainable, and community-focused service to our customers, ensuring you can trust us to meet your water needs while contributing to a healthier, vibrant community.
4. **Environment**: Our vision for the natural environment in Mission Springs Water District is harmonious coexistence through responsible management, aiming to be a model for environmental stewardship and sustainable practices, ensuring the health and vitality of our local ecosystems.
5. **Public Health**: Our vision for Mission Springs Water District is to serve as a cornerstone of community well-being by providing reliable and safe water services that protect and support a healthy and thriving community.

B. Core Values – Our values at MSWD stand as the bedrock of our organization, shaping how we work and defining who we are. These guiding principles not only clarify our identity but also serve as a compass for our purpose, culture, and decision-making processes.

1. **Accountability**: We are accountable for our actions, committed to transparency, integrity, and rectifying mistakes, ensuring the District's operations are conducted with honesty and responsibility.
2. **Leadership:** Leadership is a core value for us, representing a commitment to setting a positive example, inspiring others, and fostering innovation to address water management challenges and drive progress in our community.
3. **Professionalism**: We maintain the highest standards of competence, ethics, and integrity in our actions, delivering water services with accountability and respect for the community, ensuring professionalism and expertise in every operation.
4. **Service**: We ensure access to clean, reliable water and cultivate a positive, supportive, and respectful environment for our staff, recognizing that community well-being and employee satisfaction are integral to achieving our mission.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.040 – Authority, Role of the Board of Directors, and General Guidelines

A. Authority – The District is an independent public agency, which provides water service to the land and inhabitants within its boundaries. The District operates under the authority of the County Water District Law, Division 12 of the California Water Code, commencing with Section 30000. The District is governed by an elected Board of Directors ("Board") which has the authority to oversee the business and affairs of the District. The Board is authorized to delegate some of those powers. The Board has the power to employ and set terms and conditions for employment of the General Manager, who in turn has been delegated management authority over District employees.

In order for the Board to function in an effective manner, it is important that Directors understand their respective roles and relationship to other members of the Board and to staff. This also requires an understanding of the performance expectations necessary to carry out the duties of a Board member.

The officers of the Board consist of the President and Vice-President. Board members who wish to take on a leadership role with the Board are strongly encouraged to complete the CSDA Leadership Academy and/or any other Leadership program.

The General Manager of the District also serves as the Secretary of the Board. Officers of the District are appointed by the Board annually or as otherwise may be determined by the Board.

B. Responsibilities of Office – Elected officials and appointed officials hold office for the benefit of the public and are bound to uphold the Constitution and laws of the United States and the State of California, and local public laws, and to foster respect for all levels of government. They are bound to observe and comply with both the letter and the spirit of the law in their official acts, the highest standards of morality and honesty and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach at all times. Signed copies of the Oath of Office taken by each Board Member and the General Manager are included in the Board of Directors Handbook.

   District officials should never exceed their authority, violate the law or ask others to do so. They should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by legally required or recommended confidentiality of their responsibilities or work.

   As State law requires, no one who holds office, or who is seeking election or appointment to any office or employment with the District shall, directly or indirectly, use, promise, threaten, or attempt to use, any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid or obstruct any person in securing, or to prevent any person from securing, any position, nomination, confirmation, promotion, or change in compensation or position, within the State or the District, upon consideration or condition that the vote or political influence or action of such person or another shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition of consideration. This prohibition shall apply to urging or discouraging an individual employee's action inconsistent with the policies established herein, or the employee's terms or conditions of employment or the law.

C. Role of the Board – The primary role of the Board of Directors is to establish policies that guide and direct activities of the District in fulfilling its mission. The decisions and actions

of the Board constitute the "policy or action" of the Board and shall recognize the actions of the Board even when there may be opinions that differ from the majority opinion or action.

The Board has three (3) major responsibilities:

1. Promote the best interests of the District's customers by establishing policies that support the Board's vision and core values for the District and by ensuring the implementation of those policies. Policies include the governing principles, plans, and approved actions of the organization. Policy-making is the process of visionary planning and should reflect the broadest possible principles and provide parameters within which staff can operate. Policy-making sets the overall direction for the District.
2. Assure the fiscal health of the District. The Board establishes policies that ensure fiscal stability and the effective use of funds. In order to achieve this, each fiscal year the Board adopts a budget covering the anticipated revenues and expenditures of the District. Additionally, the Board annually adopts and monitors cash reserves and investment policies.
3. Hire a General Manager to manage the day-to-day operations of the District. The Board holds the General Manager accountable for the effective operational management of the District. It also has a responsibility to properly evaluate the General Manager on an annual basis.

D. Best Practices General Guidelines

1. The Board of Directors provides policy direction and leadership for the District.
2. The Board is responsible for ensuring that the District is an innovative and well-managed agency.
3. The Board exercises authority only as the governing body of the District, and not as individuals.
4. The Board understands and provides leadership in regional, state and national issues affecting the operation and management of the District. The General Manager supports the Board as needed or required.
5. The Board respects the role of constituents in the governance of the District, encourages their participation and consults with key stakeholders when and where appropriate.
6. The Board recognizes and respects the distinctions between its policy-setting role and the day-to-day implementation of Board policy by staff. The Board does not direct the activities of staff, and communicates issues or concerns through the General Manager.
7. Board members are official representatives of the District and represent the District in various community and water industry events.

8. Board members model the highest levels of ethical and professional behavior as public officials and representatives of the District.
9. Board members maintain a high level of communication with the General Manager and notify the General Manager of their availability or unavailability in a timely manner. Board members inform the General Manager of any specific information related to the District's business that they want to receive from outside agencies or organizations, and are provided such information in a timely manner.
10. Board members may request information from the General Manager. The General Manager shall advise the Board if the requested information should be placed on the Board meeting agenda or the appropriate committee agenda to effect a policy change, or approve an expenditure of public funds.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.050 – Role and Responsibility of the President and Vice-President of the Board of Directors

A. President of the Board

1. The President of the Board of Directors is selected annually, at the end of the calendar year, by a majority vote of the Board, unless otherwise modified by the Board.
2. The President is the head of the Board.
3. The President chairs the meetings of the Board, calls the meeting to order, presides over Board meetings, including the conduct of the Board and those in attendance, entertains and repeats motions properly before the Board, puts motions to a vote, and announces the results of votes taken by the Board.
4. The President votes with the Board members.
5. Each President's individual style is unique. Diversity is encouraged.
6. The President acts as the ceremonial head or representative of the District at various civic functions. In his/her absence, the Vice-President or other shall fulfill the President's role. If both the Board President and Vice President are unavailable, the Board President may designate a Board Member to represent the District.
7. The President is the designated spokesperson for the Board to the general public. The President may elect to appoint one of the other Board members to serve in this capacity.
8. The President acts as the signatory on all documents requiring execution by the Board.
9. The President is responsible for making appointments to Ad Hoc Board Committees and terminates the role and function of Ad Hoc committees as necessary.

10. To the extent possible, the President advises the Board of any formal or informal communication and correspondence sent or received by the President, regarding District business.
11. The President regularly communicates with the General Manager and keeps other Board members fully informed on matters of District business at the next Board Meeting in compliance with the Brown Act.
12. The President provides guidance to the Board fairly and impartially in the conduct of official business before the Board of Directors.
13. The President personally addresses issues which may rise between and among members of the Board. Individual Directors or the General Manager may inform the President of any issue or concern brought to their attention related to the performance of any other member of the Board.
14. The President is responsible for ensuring decorum at Board meetings and that they are conducted in an orderly, professional and respectful manor.

B. Vice-President of the Board
    1. The Vice-President of the Board of Directors is selected annually at the end of the calendar year, by a majority vote of the Board, unless otherwise modified by the Board.
    2. The Vice-President has no rights or authority different from any other member of the Board.
    3. In the event the position of the President is vacated prior to the expiration of the term, the Vice-President becomes the President for the remaining term, unless otherwise directed by the Board.
    4. In the event of an early vacancy in the position of Vice-President, the Board determines, by vote, a replacement for the remaining term.
    5. The Vice-President serves in the capacity of the President of the Board of Directors, pro tem, in his/her absence.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.060 – Principles of Behavior and Performance Expectations of the Board of Directors

A. The Board and the General Manager act as a participatory team with respect to all of the District's functions. It is critical that Board members maintain informal and professional relationships with one another, and with the General Manager.
B. The Board values a visionary, constructive, high-energy work environment, and the District, and its constituents benefit from that environment.
C. Board members are representatives of the District's culture and core values at all times. As ambassadors, they lead by example in their interactions with one another and

members of the public, and their behavior should be representative of the organization's values.

D. The Board values open and honest communication, with open agendas. Board members communicate concerns and address those concerns, including controversial issues, in a timely, professional and appropriate manner in order to maintain a constructive functional relationship.
E. Board members are knowledgeable and supportive of District policies and procedures, including rules and regulations governing communications among Board members, which include electronic, written and verbal communications.
F. The Board works for the common good of its customers and stakeholders and not for any private or personal interest. Board members are trained and knowledgeable of conflict of interest requirements for holding public office. The Board receives regular training on conflicts of interest and their financial interest reporting requirements under state law.
G. Board members always come to Board meetings prepared and are responsible for initiating resolutions. The Board and General Manager observe the "no surprises rule." Issues are not used to surprise, embarrass or unduly draw attention to individual agendas or issues. The General Manager shall inform the Board President (and legal counsel where appropriate) of important issues that arise after the posting of the agenda.
H. Board members practice continued professional development in their role as Directors of the District.
I. Board members are respectful and considerate of each other, the General Manager and the District's staff, as well as Board traditions. Every effort will be taken to foster a professional working relationship and refrain from personal attacks against one another and staff. This cooperative and respectful relationship extends to behaviors and actions by Board members within the community and away from an official public function or meeting.
J. Board members should never exceed their authority or breach the law or ask others to do so.
K. Board members conduct themselves in a professional manner modeling and enforcing the values of the organization as a "best of class" agency.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.070 – Board of Directors' Interaction and Communication

A. Board members maintain informal and professional relationships with each other.
B. Board members will direct comments to the merits of issues and items before them through the Board President, while refraining from personal attacks against other Board Members, the General Manager, members of the public and District staff. If a Board member has a grievance with another Board member, he/she should first discuss it privately with that person. This should always be done in compliance with the Brown Act.

If the matter is unresolved, the Board member should go to the General Manager and the General Manager shall work with Legal Counsel informally in an attempt to resolve the matter.

C. Board members are representatives of the District's culture and core values at all times, and lead by example in their interactions with others. Board Members should be accurate and truthful in their communications with other members of the Board, the General Manager and the Public.
D. Board members are responsible for being familiar with and knowledgeable of the District's travel and expense reporting policies for Board members. All expenses, travel, meals and meetings attended by Board members at District expense should be for District benefit and accurately reported when reimbursement is sought.
E. When attending meetings or conferences, Board members are ambassadors and representatives of the District and should conduct themselves professionally.
F. Board members shall not request the use of, use or permit others to use District-owned vehicles, equipment, materials, personnel or property for personal convenience or profit, except when such services are available to the public generally, or provided as a District policy for use of such official in the conduct of official business or otherwise as set by District policy.
G. Board members are aware of the rules governing communication among themselves and others in compliance with the California Open Meetings Law (also known as the Brown Act). This includes communications by electronic, written and verbal means and methods, and through an intermediary. Board members receive regular training regarding the requirements of the Brown Act, the Political Reform Act (conflict of interest laws), and the Public Records Act.
H. Board members shall be fair, accurate, and truthful when communicating with the general public and using social media regarding District issues, activities, and business.
I. Board members function as a team to further the interests of the District and the members of the public it serves.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.080 – Role of the General Manager, Board Interaction with Staff, and Role of District Legal Counsel

A. Role of the General Manager – One of the most important decisions the Board of Directors makes is the selection of a General Manager. The Board must be able to support the decisions of the General Manager and grant him/her the authority to manage and lead the District. The General Manager is the only employee and agent of the Board, and the individual to whom the Board delegates its authority to manage and administer the District's daily operations in accordance with policies approved by the Board. This position is important because to be successful, the District requires leadership and vision from its General Manager. The General Manager has two primary roles: as chief executive officer

charged with the administration of the District's business, and as advisor or counselor to the Board on matters related to the fulfillment of their duties. The General Manager represents the District to its many constituencies.

The success of the relationship between the Board of Directors and the General Manager depends on a shared sense of purpose or vision, open and honest communication, and mutual support for their respective roles. Both parties must also understand that the relationship itself is paradoxical, with inherent tensions. The General Manager is charged with carrying out Board policy directives, and at the same time, looks to the Board for guidance and leadership.

It is the General Manager's responsibility to ensure that the Board members have the information needed to make informed decisions. The General Manager promptly alerts Board Members to problems and issues to prevent surprises or misinformation. Board members expect the General Manager to make recommendations on issues before the Board.

B. Board Interaction with the General Manager
    1. The General Manager recommends annual goals, which are approved by the Board of Directors as a part of the General Manager performance review process.
    2. The Board provides the General Manager with constructive feedback on his/her performance annually, in a written evaluation.
    3. Board members are encouraged to contact the General Manger about any subject related to the operations of the District. Similarly, the General Manger may discuss District-related issues with any Board member, in compliance with the Brown Act.
    4. The Board's concerns regarding overall District operations, specific issues or problems with District staff are addressed through the General Manager.
    5. The General Manager is charged with handling internal District matters, including matters regarding District personnel.
    6. Allegations against the General Manager shall be directed to Legal Counsel for further action.
    7. The General Manager keeps the Board apprised of matters affecting the District.
    8. Board members are encouraged to advise the General Manager or his designate when they will be unavailable to carry out their duties as Directors, or out of town.
C. Board Interaction with Staff – Board members shall not direct staff to take or refrain from taking a particular action related to District operations. Requests for staff time or assistance are made only through the General Manager.

Conducting the business of the District at official meetings of the Board should be done efficiently and professionally. Board members are encouraged to make every effort to contact the General Manager prior to a board meeting regarding questions related to

agenda items so that the General Manager can provide the most accurate and prepared response.

D. Role of District's Legal Counsel
    1. The District's legal counsel (Legal Counsel) represents the District as an entity and works in collaboration with the Board and General Manager, but does not represent individual Board members or the General Manager.
    2. Legal Counsel's primary day-to-day point of contact is the General Manager.
    3. Legal Counsel, as needed, consults with the Board and the General Manager on items of concern related to any facet of District operations.
    4. Legal Counsel reviews all Board agendas, and is present in closed sessions where litigation and/or District liability will be discussed.
    5. When it is in the best interests of the District to retain specialized legal advice in addition to that provided by the District's Legal Counsel, the General Manager and Legal Counsel will coordinate and oversee the special counsel work as appropriate.
    6. Legal Counsel is pro-active in informing and protecting the District and the Board from any potential violations and conflicts that may arise in the performance of their duties. Board members should contact Legal Counsel in advance of meetings to discuss any legal concerns or seek advice regarding conflict of interest issues.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.090 – Customer and Public Communications

A. Board members represent the District and its customers in a manner that best reflects the professional standards, values and mission of the District.
B. Customer concerns and inquiries, including those generated through social media or electronic format, are referred to the General Manager or his/her designated staff member.
C. The General Manager will provide the Board with a written or verbal report of customer concerns or inquiries that cannot be handled routinely, along with any response made by staff to the concern or inquiry.
D. Customer inquiries at official meetings of the Board should be directed by the Board President to the General Manager for response.
E. The Board is informed by the General Manager of significant, sensitive, urgent and/or repetitive communication inquiries. The General Manager will oversee any appropriate recommended follow-up and response.
F. Board members refer responses and inquiries regarding customer concerns to the General Manager.
G. Information or an action that may have the potential to expose the District to liability and possible legal action will be shared with the General Manager and legal counsel followed by the Board at a noticed, closed session meeting of the Board of Directors.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.100 – Conduct of Meetings of the Board of Directors

A. General Guidelines for Conduct of Board Meetings – Rosenberg's Rules of Order

1. All noticed meetings are conducted using Rosenberg's Rules of Order ("Rosenberg's Rules") as a procedural guideline. Rosenberg's Rules are intended to provide for constructive and efficient conduct of meetings.
2. Meetings of the Board are called, posted and conducted in accordance with the Open Meetings Law ("Brown Act"). A quorum of the Board must be present for a meeting to be held or decisions made.
3. The General Manager is responsible for setting the agenda for all Board meetings, in consultation with the Board President and Legal Counsel. Any Director may request that an item be placed on the agenda by request to the General Manager and President of the Board. Where appropriate, a requested item may be referred By the General Manager or Board President to a Board committee for study, review, decision or referral to the Board for determination.
4. The General Manager confers with the President of the Board regarding, and reviews agendas for upcoming meetings, prior to posting.
5. The General Manager informs the Board of significant items that will be placed on future agendas for Board consideration and/or decision.
6. Directors should refrain from responding directly to public comments at meetings of the Board. The Board President will refer matters raised by public comments to the General Manager for follow-up, as appropriate. Directors may briefly ask clarifying questions. Occasionally, a prompt response may be offered when an obvious answer or resolution is available, provided this is done in compliance with the Brown Act. Directors should refrain from debating or making decisions in response to public comments.
7. The President of the Board presides at all meetings, and decides all points of order and procedure during meetings. The President is responsible for the maintenance of order and decorum at all Board meetings. No person should be allowed to speak who has not first been recognized by the President. All questions and remarks should be addressed to the President as the presiding officer. No member of the Board should speak more than once upon any one subject until every other member of the Board wishing to speak on the subject shall have been given the opportunity to speak. No Board member shall interfere with the orderly progress of a Board meeting. The President will entertain a motion on any item on the Board agenda. Members of the public shall be given three minutes to speak on agenda items. In order to ensure the orderly progress of Board meetings, the Board President regulates the amount of time to be dedicated to a particular agenda item.

8. Each Director may be allowed to make technical points or ask clarifying questions prior to the making of a motion.
9. A roll call vote on any item may be requested by a Director, at the discretion of the President. The results of the roll call vote shall be recorded in the minutes of the action taken. Roll call votes are encouraged in connection with resolutions, ordinances and action after a public hearing.
10. The Board works diligently to achieve a common understanding of all action items. At the request of a Director, and the discretion of the President, an item on which unanimity may not be achieved may be referred to a committee to consider a resolution of the issue prior to a vote.
11. Once an agenda item has been approved by the Board of Directors, the disposition is considered the "action" of the Board, recognized by the individual members as the decision of the District. Board members shall at all times respect the will of the majority on matters properly before and acted upon by the Board.

B. Consent Agenda
   1. The District utilizes a Consent Agenda to approve routine business matters, such as minutes, operational production reports, project status reports, cash reports and approval of previously approved budgetary items.
   2. If a Director has a question on a Consent Agenda item, he/she is encouraged to contact the General Manager for clarification prior to the meeting, rather than having it pulled for separate discussion during the meeting.
   3. Items may be pulled from the Consent Agenda for a separate vote, upon approval of the President of the Board. The balance of the Consent Agenda shall be voted on prior to consideration of any item pulled for separate vote.

C. Closed Session – All Closed Session discussions and materials are considered legal and confidential information, and as such, shall not be shared or distributed outside the Closed Session unless reportable action has been taken, in which case Legal Counsel will make any required report of action taken, in open session. All Closed Sessions are conducted in accordance with the Brown Act. Documents shared in closed session shall not to be distributed or disclosed outside of Closed Session without clear authorization from Legal Counsel and the General Manager. This prohibition applies also to disclosure of confidential information to representatives of other agencies and/or the media.

   Closed Sessions may be held at times other than the regular meetings of the Board of Directors so long as the meeting is posted pursuant to all applicable requirements of the Brown Act.

   A Board Member should refer requests for information regarding Closed Session items to the General Manager who, in consultation with Legal Counsel, will provide an appropriate response.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.110 – Roles and Responsibility of Standing Committees and Special Meetings

A. Committees of the Board of Directors, including Standing and Ad Hoc Committees, are given authority to obtain more information, investigate, and provide reports or recommendations to the full Board. The committee format allows the Board to conduct its business more efficiently.
B. Standing Committees are established, and may be renamed or have their functions changed or terminated, by the Board. Standing Committees consist of two Board members, one of whom may be appointed as the Committee Chair. Standing Committee meetings are open to the public and subject to provisions of the Brown Act. Other Board members may attend Standing Committee meetings, but may not participate in the meetings.
C. Staff, at the direction of the General Manager, may provide support for Standing Committees by preparing agendas, staff reports, distributing materials, and performing other administrative functions as directed and approved by the General Manager. Standing Committee members may request staff assistance only through the General Manager.
D. Ad Hoc Committees are established for a limited purpose and duration, usually to review and report to the Board on an item of special but limited interest. Members of Ad Hoc Committees are appointed and serve at the pleasure of the President of the Board, and their terms expire upon completion of the project or issue for which the Committee was formed or at the recommendation of the Board President.
E. Copies of Committee agendas are made available to the entire Board. If members of Committee are in disagreement on a recommendation, the issue may be brought to the full Board for consideration.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.120 – Complaint Resolution Procedures

A. General Guidelines for Complaint Resolution Procedures – The Board Handbook establishes standards of performance and expectations for governance for members of the Board of Directors. The District's core values of Professionalism, Accountability, Respect, Integrity, Servant Attitude, Excellence, and Stewardship define the performance expectations for Board members and staff. As adopted, the Board Handbook is the policy of the Board related to the standards and performance expectations contained therein.

   It is intended that the standards of conduct established in this Board Handbook be self-enforcing by the Board and its members. However, the Board recognizes that there may be instances where even after receiving guidance and counsel to resolve unintentional (or intentional) violation, a party may continue to violate the provisions hereof, or an individual's repeated or egregious disregard and conscious intent to violate the agreed-

upon standards of conduct are clearly demonstrated. In those cases, sanctions may apply and would occur in a public meeting. In the event that members of the Board breach this policy or any other applicable state, local or federal law, they may be subject to sanction or disciplinary action by the Board as outlined below.

B. Informal Sanction – Admonishment – Admonishment is the least severe form of sanction or disciplinary action. A verbal or written admonishment may be directed to a Board member, reminding him or her that a particular type of behavior is in violation of this Board Handbook, District policy or law, and that, if it is found to have occurred, or is repeated, could subject the Board member to censure, the most severe disciplinary action.

   An admonishment may be issued in response to a particular alleged action or actions. An admonishment may be issued by the Board prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not necessarily require an investigation or separate hearings to determine whether the allegations are true.

   An admonishment should be directed to a particular member or members of the Board based on a particular action (or set of actions) that has been determined by the Board to be in violation of District policy or law but is considered by the Board to not be sufficiently serious to require censure or other form of disciplinary action.

   An admonishment may be issued upon the Board's review and consideration of a written or verbal allegation of a Handbook or policy violation. The member accused of such violation shall be entitled to notice of the allegation and will have an opportunity to provide a written or verbal response to the allegation prior to any action by the Board. A sanction may be issued by the Board of Directors and because it is not punishment or discipline, would not necessarily require an investigation or separate hearings.

C. Formal Sanction or Censure – Before the imposition of any formal sanction, the accused shall be entitled to a formal investigation, notice of the allegation, and opportunity to respond.

D. Investigative Process – All complaints regarding Board member conduct shall be filed with the General Manager. Once the complaint is filed, the General Manager shall convene a meeting with the complainant, accused, and the District's Legal Counsel. Each allegation shall be considered in a manner that is fair to all parties involved in the allegation(s), ensuring that due process is respected and provided. This will include allowing all members of the Board named in the allegation(s) an opportunity to consider and respond to the allegation(s).

   If the General Manager and Board President determines that it is warranted, the complaint may be referred to the appropriate enforcement authority or authorities for investigation. If the complaint has merit, a report of the findings along with the accused individual's defense is presented to the Board of Directors for majority action. If there is no merit, the matter is disposed of.

When the Board of Directors decides, based on findings of the investigation and the accused individual's defense, that a violation has occurred, the Board may decide, by resolution, take the further disciplinary action including censure.

E. Censure – Censure is the most severe form of action contemplated in this Board Handbook. Censure is a formal statement of the Board of Directors officially reprimanding one or more of its members. It is punitive action, which serves as a penalty imposed for wrongdoing, but it carries no fine or suspension of the rights of the Board member as an elected official. Censure should be used only where the Board of Directors has determined that the violation of policy is a serious offense.

   Any member of the Board of Directors who fails to comply with the terms of this Handbook, a Board or District policy or any applicable law or regulation is subject to censure by a majority vote of the Board. Censure by a majority vote of the Board may include revocation of appointment(s) to Standing Committees, Ad Hoc Committees or outside organizations. Examples of other punitive action that may be considered with censure include, but are not limited to, the following: issuance of an official letter of censure or reprimand, including denial of paid attendance at and travel to and from said functions or events not considered necessary to the censured Director's role as an elected official. The Board of Directors reserves the right to establish an ad hoc committee to:

   1. Investigate and review allegations of unethical conduct, unlawful conduct or conduct that violates the terms of this Handbook, a Board or District policy or any applicable law or regulation; and
   2. Make recommendations to the full Board for censure and/or discipline, as the majority of the Board deems appropriate.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.130 – Commitment to Board of Directors' Best Practices

As a member of the Mission Springs Water District Board of Directors, I have read the Board of Directors Handbook, and understand the expectations placed on me as an elected official and representative of the District. I am committed to upholding the public trust and representing the best interests of the District and its customers, by complying with the Board Handbook. By signing this letter commitment to Board of Directors Best Practices, I am pledging to comply with the terms of the Board of Directors Handbook, Board and District policies and all applicable laws and regulations. I further commit to conduct myself professionally as a Board Member and to carry out my duties with integrity and competence, which may be above and beyond what may otherwise be required by law, including but not limited to the following:

A. I shall help create and maintain an atmosphere of professionalism, respect and civility where individual Directors, District staff and the public are free to express their ideas and strive to work together to their full potential.

B. I shall conduct my personal business and public affairs with honesty, accuracy, integrity, fairness and respect for others.
C. I shall keep the common good of the Mission Springs Water District and those it serves as my highest priority and focus on achieving constructive solutions for the benefit of the District and the public.
D. I shall avoid and discourage conduct which is harmful to the best interests of the Mission Springs Water District.
E. I shall respect the decisions of the Board of Directors, acting through its majority, including its policies and procedures, and avoid utilizing the District's financial resources in a wasteful manner.
F. I shall not interfere with the orderly progress of District Board meetings or the meetings of its committees;
G. I shall not interfere with the execution by the General Manager of his/her powers and duties or give direction, assignments or orders to his/her staff without the General Manager's prior consent;
H. I shall be accurate and truthful when communicating as a Board Member of the District, including communications about District issues, activities and/or business;
I. I shall treat all people with whom I come into contact in a professional and respectful manner and consistent with the way I wish to be treated by others.

(Res. No. 2024-09, 5-20-2024)

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Title 3 – PERSONNEL

Chapter 3.01 – GENERAL PROVISIONS

Section 3.01.010 – General Provisions (Rule 1)

A. General Manger
   1. Pursuant to Water Code Sections 30580 and 30581, the General Manager is to manage the day-to-day operations of the District. The Board holds the General Manager accountable for the effective operational management of the District.
   2. General Manager has been delegated management authority over District employees and has the authority to reasonably exercise his/her discretion to override any rule stated herein in order to protect the health and safety of the District's employees or customers or in response to exigent circumstances.

B. Non-Discrimination; Fair and Equal Employment
   1. The District prohibits unlawful discrimination based on any characteristic protected by law. Protected characteristics are race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making, gender, gender identity (including transgender identity), gender expression (including transgender expression or because an individual has transitioned or is (or is perceived to be) transitioning to live as the gender with which they identify, sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act, if applicable), the use of marijuana off the job and away from the workplace, military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as a disability or sincerely-held religious belief, practice, or observance, or any other characteristic protected by local, state, or federal laws. The District is an Equal Opportunity Employer and fully complies with applicable laws, rules and regulations including but not limited to Title VII, Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.); and the California Fair Employment and Housing Act (Government Code Section 12920, et seq.).
   2. The District prohibits any form of unlawful discrimination against any applicant or employee. The District also prohibits the harassment of any employee or

applicant on any of the bases listed above and prohibits retaliation against any such individual who reports any discrimination or harassment, or who participates in an investigation of any complaint of discrimination or harassment.

3. For information about the types of statements and/or conduct that constitute impermissible harassment, and the District's internal procedures for addressing complaints of unlawful harassment, discrimination or retaliation, please refer to Rule 33 of these Rules.
4. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every manager, supervisor, and employee to conscientiously follow this policy. All employees are required to comply with federal and state laws, and these Rules, regarding non-discrimination, and fair and equal employment, and violation of this Policy may subject the employee to disciplinary action up to and including discharge. Any employee with any questions regarding this Policy should discuss them with the General Manager or Human Resources. (Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-01, 01-18-2021; Res. No. 2024-18, 06-17-2024)

Section 3.01.020 – Code of Ethics (Rule 2)

A. Outside Relations/Media Contact
   1. Employees are not permitted to grant interviews to any media outlet (i.e., television, newspaper or radio station) regarding District business, its' employees, Board of Directors, outside vendors, clients or consultants. Requests of this nature are to be forwarded to the General Manager or his/her designee for handling.

B. Specific Conduct and Responsibilities
   1. Use of Official Position – Official positions shall not be used by District employees for personal gain. Public influence and confidential information must never be used for personal advantage and shall not be released without authorization by the General Manager and/or District legal counsel.
   2. Conflict of Interest – Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the legitimate business interests of the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or Human Resources for clarification. Any exceptions to this guideline must be approved in writing by the General Manager.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

a. Engaging in self-employment in competition with the District;
b. Using proprietary or confidential District information, such as District trade secrets, for personal gain or to the District's detriment;
c. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, [except that ownership of less than (2.5%) of the publicly traded stock of a corporation will not be considered a conflict];
d. Using District property or labor for personal use;
e. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District;
f. Committing the District to give its financial or other support to any outside activity or organization; or
g. Developing a personal relationship with a subordinate employee of the District or with an employee of a competitor, supplier, or customer that might interfere with the exercise of impartial judgment in decisions affecting the District or any employees of the District.
h. Engaging in any other work that interferes with work for MSWD.

If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to Human Resources. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may exist, which requires full disclosure to the District.

Part-time employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor.

Failure to adhere to these guidelines, including failure to disclose any conflicts or to seek an exception may result in discipline, up to and including termination of employment.

3. Gratuities and Gifts – No employee shall accept or solicit, directly or indirectly, anything of economic value as a gift, gratuity, favor, entertainment or loan which is or may appear to be payment for services rendered in the capacity as a District employee or designed to influence official conduct, particularly from a person who is seeking to obtain contractual or other business or financial arrangements with the employing department, or who has interests that might be substantially affected by the performance or non-performance of the employee’s duty. Seasonal

gifts may be received by employees and/or District departments; but all such gifts shall be contributed by the receiving employee or department to a pool, drawing, or made available to all employees of the District. These types of gifts are to be forwarded to Human Resources for use at District events. All employees shall also comply with all applicable procedures and requirements regarding the acceptance, disclosure and/or reporting of gifts set forth in State law, including but not limited to, the California Political Reform Act (California Government Code Section 81000, et seq.) and the implementing regulations adopted by the California Fair Political Practices Commission ("FPPC") (including without limitation, FPPC regulation 18944.2, or as such regulation may be amended from time to time), and California Government Code Section 1090. Questions regarding gratuities and gifts should be addressed to the employee's Department Director, or the General Manager. Advice regarding applicable FPPC regulations may be obtained by contacting the FPPC directly at 1-866-ASK-FPPC (1-866-275-3772).

4. Use of District Property – No employee shall use any District property directly or indirectly for personal gain, profit or advantage, or for non-District purposes. Employees shall also comply with Rules 4 and 5 regarding District property.
5. Use of Office or Influence
    a. No employee shall use his/her office, authority or influence to obtain change in position or compensation.
    b. No employee shall directly or indirectly use, promise, threaten or attempt to use his/her office, authority or influence, to secure, or to obstruct, or prevent another person from securing any position, nomination, confirmation, promotion or change in compensation or position with the District, upon the condition that his/her vote or another's vote, influence or action shall be given or used in behalf of, or withheld from any candidate, officer, or party, or upon any other corrupt condition or consideration. (Government Code Section 3204.)
6. Solicitation – No employee shall directly or indirectly solicit political funds or contributions from other employees of the District. The employee, however, is not prohibited from communicating through the mail, or by other means, requests for political funds or contributions, to a significant segment of the public which may include officers or employees of the District. (Government Code Section 3205.)
7. District Expense Reimbursement Policy and Policy on Use of District Resources – In addition to Sections 1 through 6, of this Rule, every employee designated by the General Manager as subject to the District's "Policy Regarding Expense Reimbursement and Use of Public Resources", shall comply with such policy as it is presently in effect and may be amended from time to time by Resolution of the Board of Directors.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.01.030 – Security: Confidential Information (Rule 3)

A. General Provisions
   1. The District has a vital interest in protecting its employees, their property and the property of the District. Proper security depends on the cooperation of the entire work force. Accordingly, all employees are expected to comply with the District's security regulations. Any breach of security should be reported promptly to Human Resources and/or the employee's Supervisor.

B. Confidential Information
   1. "Confidential Information" means all information, not generally known, belonging to, or otherwise relating to the business of the District or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. "Personal Identification Information" includes individually identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the District regarding an individual's personal identity. There are laws in the United States and other countries that protect certain types of Personal Identification Information, and employees should not disclose such protected Personal Identification Information about other individuals to any third party or from one country to another without prior managerial approval.

      Confidential information includes, but is expressly not limited to:
      a. Home addresses and telephone numbers of employees and/or customers;
      b. Information and documentation pertaining to computer or other electronic software, security passwords or codes;
      c. Information relating to the District's administration of employer-employee relations, and the preparation, gathering and analysis of information about, or present management positions with respect to, employer-employee relations or other information that is used to contribute significantly to the development of management positions, on such areas as collective bargaining, negotiations, finances, and grievances;
      d. Personnel files and records, social security numbers, benefit information, performance reviews and evaluations, medical information and medical records, and other personnel information;
      e. Any information, data, documentation and information of any nature, or stored, created or maintained in any form, concerning or constituting matters protected within the scope of any legally recognized privilege, including but not limited to trade secrets, the attorney-client privilege, the attorney work product privilege, and documents pertaining to litigation; and
      f. Any other communications or documentation deemed confidential by the General Manager.

Given the nature of the District's business, protecting Confidential Information and Personal Identification Information is of vital concern to the District. This information is one of the District's most important assets. It enhances the District's opportunities for future growth, and indirectly adds to the job security of all employees.

While employed by the District, employees must not use or disclose any Confidential Information or Personal Identification Information that they produce or obtain during employment with the District, except to the extent such use or disclosure is required in connection with performing their jobs. Employees may not use or disclose Confidential Information or Personal Identification Information for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of Confidential Information or Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability. Nothing in this Guideline restricts an employee from discussing his or her wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

2. Confidential information shall not be released to third parties, removed from District premises, or shared with other District employees or officials, without permission of the General Manager or District legal counsel.
3. Employees whose job classifications are defined by the District as “confidential” have special standards and rules of confidentiality associated with their positions, which must be strictly observed by such employees. Such rules apply to disclosure of confidential personnel information, legal communications, and any communication deemed confidential by the General Manager.

The security of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times.

4. On termination of employment, whether voluntary or involuntary, all District documents, computer records, and other tangible District property in the employee's possession or control must be returned to the District immediately.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.01.040 – District Property (Rule 4)

A. Definition – As used in this Rule, “property” means all hard and digital files, supplies, equipment, tools, offices, desks and furniture of any kind, closets, lockers, file cabinets, storage facilities, rooms, facilities, buildings, structures, and vehicles, including any such property owned, leased or otherwise provided by the District to any employee.

B. District Keys and Codes – Any employee in possession of any District keys or security or access codes to District property shall not permit them to be used by unauthorized persons or duplicated, and all keys and codes shall be turned in to the District upon request or upon separation from employment. District keys shall not be copied by any employee.

   District security and access codes shall not be provided, released or disclosed to any other person without the prior consent of the General Manager or Human Resources. Security and access codes shall not be stored on any personal computer equipment of any employee. Any employee who loses any District key or code shall immediately report such loss to his/her Department Head and Human Resources.

C. District Property – Every District position requires the use of District property. It is each employee's responsibility to maintain District property in the best possible condition, make the most economical use of equipment, tools and supplies, and to see that all tools, equipment and unused supplies are returned to the District after use. District supplies, materials and equipment may not be used for personal purposes or for purposes unrelated to District business.
D. Personal Use of District Telephones – District phones may be used for limited personal use by District employees making local calls during breaks or non-working time. In emergency situations, long distance calls may be made as long as the user charges the call to his/her phone credit card or home phone number.
E. District Vehicles – Use of vehicles shall comply with Rule 21 Vehicle Policy and Procedure.
F. No Expectation of Privacy – In accordance with Rule 5, below, employees shall not have any reasonable expectation of privacy on any District property, including in any telephone system, or in any telephone calls made on any District telephone, including any personal calls. The District shall have the right at all times to access, monitor and inspect any District telephone, telephone system, and the contents of any call made or received thereon. The District shall further have the right to access and inspect any and all other District property at any time, as provided in Rule 5, below. Use of District property shall comply with Rule 5, below.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.01.050 – Use of Electronic Media: District Right of Access and No Expectation of Privacy (Rule 5)

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the District reserves the right to advise appropriate legal authorities of any violation of the law by an employee.

A. Technology Resources Definition – Technology Resources consist of all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; tablets; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

B. Authorization – Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources are authorized to access and use the necessary technology. Additionally, employees must successfully complete District-approved training before they are authorized to access and use the District's Technology Resources.

The District's Technology Resources are to be used by employees during working time only for the purpose of conducting District business. Employees may, however, use the District's Technology Resources for the following incidental non-work-related uses during nonworking time as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, and does not violate any District policy:

1. To use the telephone system for brief and necessary calls;
2. To send and receive necessary and occasional communications;
3. To prepare and store incidental data (such as personal calendars, personal address lists, and similar incidental data) in a reasonable manner; and
4. To access the Internet and personal social media sites for brief personal searches and inquiries during meals, breaks, or other nonworking time, provided that employees adhere to all other usage policies.

The District assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the District's Technology Resources. The District accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any District property. The District strongly discourages employees from storing any personal data on any of the District's Technology Resources.

C. Improper Use

1. Prohibition Against Harassing, Discriminatory and Defamatory Use – The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let

informality degenerate into improper use. As set forth more fully in the District's "Policy Against Harassment," the District does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, slurs, jokes, or cartoons).

2. Prohibition Against Violating Copyright Laws – Employees shall not use the District's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.
3. Other Prohibited Uses – Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, for pecuniary gain, or in any way that discloses trade secrets or other confidential or proprietary information of the District, business partners, vendors, or customers.

D. District Access to Technology Resources – All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee, other than the General Manager, has authority to waive, vary or amend the District's right to access its Technology Resources.

E. No Reasonable Expectation of Privacy – Although the District does not wish to examine personal information of its employees, on occasion, the District may need to access its Technology Resources including computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to confirm compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

F. Passwords – Certain of the District's Technology Resources can be accessed only by entering a password or using login credentials. Passwords and login credentials are intended to prevent unauthorized access to information. Passwords and login credentials do not confer any right of privacy upon any employee of the District. Thus, even though

employees may maintain passwords or be provided with login credentials for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords and login credentials as confidential. Employees must not share passwords, or forward login credentials unless authorized by the Innovation and Technology Manager and must not access coworkers' systems without express authorization.

G. Data Collection – The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.
    1. Telephone Use and Voicemail: Records are kept of all calls made to and from a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.
    2. Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.
    3. Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.
    4. Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
    5. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.
H. Deleted Information – Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with District policy regarding retention or destruction of information.
I. The Internet and On-Line Services – The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to

access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could reasonably adversely affect any individual, group, or entity.

Additionally, employees may not use the District's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (i.e., "blogs"), social networking Web sites, newsgroups, discussion groups, or non-District email groups, except in accordance with the District's Blogging Policy. These actions will likely generate junk electronic mail and may expose the District to liability or unwanted attention because of comments or other contributions that employees may make. The District strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with the District, and to use such accounts at home on their own personal computer, except as allowed by law.

J. Online Monitoring – The District monitors both the amount of time spent using online services and the sites visited by individual employees. The District reserves the right to limit such access by any means available to it, including revoking access altogether. The District, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by the District or its technology provider.

K. Confidential Information – The District is very sensitive to the issue of protecting confidential information of both the District, business partners, vendors, or customers ("Confidential Information"). Confidential Information includes all confidential and personal information covered by the District's guideline in Rule 3, Section B above regarding “Confidential Information.” Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District's Technology Resources.

Confidential Information should not be accessed through the District's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

Employees should adhere to District's security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify

electronic mail addresses before transmitting any messages containing Confidential Information.

L. Software Use

1. License Restrictions – All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by any means of transmission, unless authorized in writing in advance by the General Manager or designee (e.g., the Innovation and Technology Manager) and thoroughly scanned for viruses or other malware prior to installation.
2. Software for Home Use – Before transferring or copying any software from a District Technology Resource to another computer or other device, employees must obtain written authorization from the General Manager or designee. It is the employee's responsibility to adhere to applicable licensing requirements, including not making or distributing unauthorized copies of software to others. Upon departure from the District, it is the employee's responsibility to remove all District software from non-District computers and other devices on which District software has been installed. If an employee sells or otherwise transfers out of his or her own possession or controls his or her own personally owned computer, he or she must delete all District software prior to such sale or other transfer. Please ask the General Manager or designee (e.g., the Innovation and Technology Manager) for assistance if needed.
3. Security – The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering with or disabling any of the District's security devices will be subject to discipline up to and including termination.

   Moreover, the District reserves the right to advise appropriate legal authorities of any violation of law by an employee that results in the misappropriation, theft, or unlawful use of District's property or proprietary information.

   To maintain the effectiveness of the District's security measures, employees should use only secure networks established by the District to access or use Confidential Information. Such information may not be downloaded, stored, or copied onto any non-District equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval from the General Manager or designee (e.g., the innovation and Technology Manager). If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied

onto non-District equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all Confidential Information they received, including any and all copies thereof. Similarly, employees may not send Confidential Information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the General Manager or designee (e.g., the Innovation and Technology Manager).

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to District management.]

4. Remote Access to Technology Resources – The District may, at its sole discretion, provide certain employees with remote access systems such as a laptop, smartphone, tablet, or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all District-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes District-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must notify the General Manager or designee (e.g., the Innovation and Technology Manager). If District-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. The District-provided remote access system should only be used for District-related business. The District may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any District-issued remote access systems in accordance with District's "District Property" policy.

   The District does not expect or require employees to work on tasks (including e-mail, work product, etc.) during meal periods or after scheduled working times. Any and all use of remote access systems shall be made in compliance with District's "Hours of Work, Overtime, And Pay Day policy."

   Use of public or home networks, such as unencrypted Wi-Fi networks, can be a threat to the security and reliability of the District's Technology Resources. Accordingly, employees must only access District Technology Resources via means that are specifically approved by the General Manager or designee (IT Manager).

M. Electronic Mail Guidelines – Employees are expected to use sound judgment with respect to the use of the District's electronic mail ("e-mail"). All employees should adhere to the following with respect to use of e-mail:
    1. Always ask before sending an e-mail if it is the appropriate medium of communication. When communicating about a sensitive subject, consider whether e-mail is the appropriate medium or whether using the phone rather than e-mail might be more appropriate (but keep in mind that voicemail is similar to e-mail; voicemail may be stored on a computer server and may be forwarded to third parties).
    2. Use the "front page" test. Assuming that e-mail is the appropriate medium of communication, each e-mail should be treated as a formal written document. Do not write anything in an e-mail that could not be printed on the front page of the newspaper. Off-the-cuff, sarcastic, or angry comments can come back to haunt the author.
    3. E-mail is part of the workplace environment. E-mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in communicating via e-mail as they would when communicating in person or in letters. Offensive e-mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate e-mail.
    4. Provide context. As with other forms of communication, there is a risk that an e-mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply e-mail relates.
    5. Know your audience. When sending an e-mail, always double-check to whom the e-mail is addressed, especially when using the "reply to all" button. Ask whether it is appropriate for each addressee to receive the e-mail and whether sending the e-mail to a particular addressee will result in the unauthorized disclosure of Confidential Information. If in doubt, remove the doubted addressee.
    6. Avoid using a home or personal computer for business purposes. If there is any concern that a legal dispute or litigation involving the District and a third party may require producing one's hard drive from a home or personal computer, the employee should not use the device for business-related purposes. E-mail relating to District business, even though stored on a home or personal computer, is recoverable and discoverable in litigation.

N. Audits – The District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the District's Technology Resources may be conducted without warning at any time.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.01.060 – Relationship of Employees of the District: Nepotism (Rule 6)

A. Policy – It is the policy of the District not to discriminate in its employment and personnel actions with respect to its employees and applicants for employment on the basis of marital status, blood or other types of relationship. No employee or applicant for employment shall be improperly denied employment or benefits of employment on the basis of his/her marital status.

B. Definition – Marital status is defined as an individual's state of marriage, non- marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state. Relationship shall include, for purposes of this Rule, any marital or blood relationship or any other relationship similar to blood or marital relationship, as when an employee is the immediate family member (as defined as an employee's spouse, mother, father, brother, sister, half-brother or sister, children, step-children, grandparents, in-laws, aunt, uncle, niece, nephew, foster children or legal wards, legal guardians, domestic partners, and children of a domestic partner.) of another employee of the District.

C. Management Rights – Notwithstanding the above provisions, the District retains the following rights:
    1. To refuse to permit one (1) party to a relationship to be under the direct supervision of the other party to the relationship, where such employment has the potential for creating an adverse impact on supervision, safety, security or morale.
    2. To refuse to permit both parties to a relationship to work in the same department, division or facility where the Appointing Authority determines that such employment has the potential for creating an adverse impact on supervision, safety, security or morale, or where such employment involves potential conflicts of interests or other hazards greater for persons in such a relationship than for other persons.

D. Employment of Family Members – The following provisions shall govern the employment of the immediate family of any official or employee of the District:
    1. Members of a District official's immediate family shall not become employed by the District during the official's term of office. For purposes of this provision, District officials means the General Manager, elected officials or Board-appointed officials in the area/department in which the appointed official is serving.
    2. No person shall be appointed or promoted to a position in any department in which such person's relative already holds a position, when such employment would result in any of the following:
        a. A supervisor-subordinate relationship.
        b. The employees having job duties which require performance of shared duties on the same or related work assignment.
        c. Both employees having the same immediate supervisor.
    3. If a District employee marries another person employed by the District (or becomes the domestic partner of another person employed by the District) within the same department, both employees shall be allowed to retain their respective

positions provided that a supervisorial relationship in the two (2) positions does not exist at the time of marriage or establishment of the domestic partnership. For the purpose of this Section, a supervisorial relationship shall be defined as one in which one (1) person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.

4. If two (2) employees marry, become related or become domestic partners, and the potential problems noted above exist, only one (1) of the employees will be permitted to stay with the District unless reasonable accommodations can be made to eliminate the prohibition set forth in Subsection 2. herein. The decision as to which relative will remain with the District must be made by the employees within sixty (60) days. If no decision has been made during this time and if continuing employment of both spouses cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one (1) spouse or domestic partner from District employment. Absent resignation by one (1) affected spouse or domestic partner, the less senior of the involved spouses or domestic partners will be subject to separation; and the same shall not constitute discipline and shall not be subject to any administrative appeal.

E. Eligibility List – When an eligible candidate is refused appointment by virtue of this Section, the name of the candidate shall remain on the eligibility list for openings in the same classification, where no relative is employed, supervised by, or supervising the vacant position. In no case may an employee participate directly, or indirectly, in the recruitment or selection process for a position for which the employee's relative has filed an employment application.

F. Prospective Application – This Section shall apply prospectively and is not intended to affect any employment in existence and in compliance with the District's Personnel Rules on the effective date hereof.

G. Discrimination – Any employment action which must be taken pursuant to this Rule because of a problem with supervision, safety, security, or morale shall be taken in a non-discriminatory manner. Determinations made pursuant to this Rule shall be made on a case- by-case basis. In making any determination pursuant to this Rule, Human Resources may take into account all relevant factors concerning each employee involved in a covered relationship, including job duties, history of employment and potential for advancement within the District service.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.01.070 – Workplace Safety (Rule 7)

Each employee shall comply with CAL/OSHA safety laws, rules, and regulations, and with any and all other safety rules, regulations, ordinances and statutes pertaining to his/her position or job classification. All employees shall follow safe practices, use personal protective equipment as required, render every possible aid to safe operations and report all unsafe conditions or

practices to his/her immediate supervisor or department head immediately upon knowledge of the unsafe conditions or practices.

A. Workers' Compensation – An employee sustaining an injury or illness arising out of or in the course of employment with the District, shall be compensated by the ACWA/JPIA Worker's Compensation Insurance Fund. No compensation is made by the Fund for the first three (3) days absent from work. In order to be compensated, the claim must be accepted as valid by the ACWA/JPIA Workers' Compensation Insurance Fund or by the ACWA/JPIA Workers' Compensation Appeals Board. The treating physician must file a report with the ACWA/JPIA Workers' Compensation Insurance Fund as required by law.

   The District's designated doctor will be used for treatment. In the event of extended treatment, the employee may request a personal doctor be used after thirty (30) days under the care of the District's designated doctor unless a written request is on file with Human Resources. Such a request must be in the employee's personnel file prior to the time of any injury or illness and the requested doctor must be able to treat the type of injury present at the time of injury or illness.

   Employees must submit to HR Work Status reports after each medical visit. The District strives to coordinate the submission of Work Status reports with employees' medical providers. However, in the event the employees' medical providers fail to submit Work Status reports on behalf of the employees, the District will require employees to do so themselves. Reports should be submitted via email or hard copy within 48 hours after each medical visit. Failure to submit Work Status reports on a timely basis may result in employees' accommodations and/or leaves of absence being adjusted.
B. Workers' Compensation Disclaimer Notice – Mission Springs Water District or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arise out of voluntary participation in any off-duty recreational, social, or athletic activity which is not part of the work-related duties.
C. An employee's workers' compensation absence and Family Medical Leave entitlement will run concurrently when the work-related injury or illness is one that meets the criteria for "serious health condition" under the Family Medical Leave.
D. Coordination of Benefits – The District coordinates benefits with the Workers' Compensation program in order to ensure that employees receive up to 100% of their normal gross weekly wages during periods when they are unable to work. Employees may substitute any accrued paid leave for any portion of unpaid leave during which the employee receives Workers' Compensation benefits.

   In no event shall employees receive more money from Workers' Compensation and District wage replacement benefits than their regular wages.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023)

Section 3.01.080 – No Smoking Policy (Rule 8)

Smoking or vaping of any kind is prohibited in District vehicles, and within twenty (20) feet of any District building/structure. Employees shall be especially attentive to the sensitivities of the public and fellow employees who may object to smoking/vaping. Management reserves the right to limit employees from leaving their work area to smoke/vaping except at break and lunch time. However, employees should use reason and discretion in the frequency of leaving the work area to smoke/vape.

It is also a violation of California law for any person to smoke in a vehicle where minors are present. As such, any employee who smokes in a District vehicle while a minor is present may also be subject to criminal liability.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2024-24)

Section 3.01.090 – Dress and Grooming Standards (Rule 9)

The District considers the presentation of the District image to its customers, suppliers, and the public at large to be extremely important. Since the District's product includes service, and excellent service can only be provided through its employees, the District not only seeks good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. Accordingly, while the District has no formal dress code, it expects all employees to dress in a manner consistent with good hygiene, safety, and good taste. Employees are expected to wear apparel the District considers appropriate for work. District management, in its reasonably exercised discretion, determines whether employees are appropriately dressed and groomed for work.

A. Non-Uniformed Office and Field Personnel
    1. Employees should dress and be groomed according to the requirements of their position. Without unduly restricting individual tastes, the following personal appearance guidelines must be followed:
        a. Hair should be maintained so as not to interfere with job duties or jeopardize safety in the workplace;
        b. All apparel shall be clean and in good condition. Examples of appropriate dress for office work may include: slacks, trousers, jackets, shirts (including "Polo" type shirts), sweaters, skirts, blouses and dresses.
        c. Denim jeans are appropriate for job classifications performing routine field assignments or tasks requiring physical labor (i.e., cleaning, moving furniture, equipment maintenance, filing for long-term storage), with prior approval of the Department Head.
    2. Inappropriate dress includes but is not limited to, casual or souvenir T-shirts or sweatshirts, tank tops, warm up or jogging ensembles/exercise wear, shorts, spandex-like skintight leggings or tight-fitting pants, ripped, faded, bleached, or revealing clothing. Clothing that is excessively tight, short, or otherwise revealing is also considered inappropriate and shall not be worn to work. Extreme hairstyles, facial and torso body piercing with visible jewelry or jewelry that can be seen

through or under clothing must not be worn during business hours; visible excessive tattoos and similar body art must be covered during business hours. Footwear such as sandals that would not ordinarily be worn with professional clothing (e.g., gladiator sandals), thongs, and slippers are considered unacceptable.

3. All inappropriate dress shall be brought to the attention of supervisor, Department Head, and/or Human Resources immediately. If, in the opinion of Human Resources, an employee is not adhering to the intent of this policy, the person will be informed that he/she must dress in accordance with the policy. In severe cases, the Department Head shall send the person home to change. The time away from work shall not be considered hours worked. An employee may use vacation, optional, or compensatory time for such time away from work.

B. Uniforms

1. Those employees provided with uniforms shall wear their uniforms when at work. Uniforms shall not be worn when off duty, except for traveling to and from work. It is recognized that employees may have to make brief stops on the way to and from work to take care of personal business; however, uniforms shall not be worn in businesses or locations which would create a negative impression, such as bars or nightclubs.
2. Uniforms shall be neat, clean and in good condition at the start of the work shift. They shall not be altered inappropriately and shall be worn as they are designed to be worn.
3. Where required, steel-toed boots or carbon-toe boots that meet OSHA and ASTM safety requirements shall be worn on first day of work and every day of work thereafter.
4. Field staff will generally receive up to the following: thirteen (13) shirts, thirteen (13) pants, one (1) blue jacket, and one (1) orange safety jacket.
5. Uniform shirts shall be tucked in.
6. Front Office/Customer Service Representatives (CSR) will generally receive up to the following: five (5) polo shirts, one (1) cardigan, and one (1) jacket.
7. Front office/CSR shall wear uniform shirts Monday – Thursday. On Fridays, front office/CSR staff may dress in a more business casual fashion. Staff is expected to still look professional and present a neat appearance.
8. Human Resources maintains sole discretion to determine whether an employee's outfit violates dress code and may send an employee home to change.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022, Res. No. 2024-18, 06-17-2024)

Chapter 3.02 – CLASSIFICATION, RECRUITMENT, AND APPOINTMENT

Section 3.02.010 – Types of Appointment/Appointment Process (Rule 10)

A. Types of Appointment – All vacancies in the competitive service shall be filled by transfer, promotion, re-employment, reinstatement or from eligible applicants certified by Human

Resources from an appropriate employment list, if available. In the absence of people eligible for appointments, provisional appointments may be made in accordance with these Rules. In addition, the District may make seasonal, temporary, and emergency appointments.

"Classification" means each position in the competitive service that has a designated title, a specific statement of the duties required to be performed by the employees in such position, and an established wage range for such position.

B. Certification of Eligible Applicants – Insofar as practical and consistent with the best interests of the District, vacancies in the competitive service shall be filled by promotion. If in the opinion of the Appointing Authority, it is in the best interest of the District to fill a vacancy by an open competitive examination instead of a closed promotional examination, then Human Resources will seek applications for the vacancy and arrange for an open competitive examination. If an appointment is to be made from an employment or promotional list, the names of all persons willing to accept employment shall be certified.
C. Veteran's Preference – If two (2) candidates on the eligibility list are identically qualified, preference will be given to a candidate who is a veteran.
D. Appointment – The Department Head shall select the applicant to be appointed. Human Resources shall conduct a background investigation. The name of the applicant shall then be sent to the General Manager for appointment. Upon approval of the General Manager, Human Resources will make a final or contingent offer of employment to the applicant. The offer may be contingent upon the applicant's successfully passing a physical or psychological examination or further background investigation. The person accepting the appointment shall report to Human Resources for processing on or before the day of appointment. He/she shall be deemed appointed upon signing the appropriate personnel action forms. The following types of appointments may be made:
    1. Regular Employee – A regular employee is one who has successfully completed the probationary period and is employed full-time or part-time. A full-time regular employee receives all fringe benefits provided to that employee's classification pursuant to these Rules.
    2. Emergency Employee – Emergency employees are not part of the competitive service and are at-will employees. As such, emergency employees are subject to discharge without prior notice or cause, and without any right of appeal. Emergency employees are not eligible for and shall not receive any fringe benefits provided to District employees other than Workers' Compensation insurance.
    3. Seasonal Employee – Seasonal employees are appointed in the same manner and are subject to the same procedure as regular employees except that they will be laid off no later than the close of the season for which they have been appointed. Seasonal employees are not in the competitive service and are at-will employees. As such, seasonal employees are subject to discharge without prior notice or

cause, and without any right of appeal. Seasonal employees are not eligible for and shall not receive any fringe benefits other than Workers' Compensation Insurance

4. Student Employee – Student employee or intern appointments afford students of public administration and other professional areas an opportunity to gain actual work experience. Such appointments require the approval of the General Manager. Student employees are not in the competitive service and are at-will employees. As such, student employees are subject to termination without prior notice or cause, and without any right of appeal. Student employees are not eligible for, and shall not receive, any fringe benefits other than Workers' Compensation Insurance.
5. Temporary Employee
    a. Temporary appointments, filled by employees other than provisional employees, shall not exceed 960 hours in any fiscal year. Whenever there is a need for a temporary appointment, the Department Head with such need shall describe the specific need and duration in a written request to the General Manager. Upon approval, Human Resources shall provide to the Department Head either an employee from a temporary placement agency or an eligibility list of interested applicants. Part-time temporary employees are not eligible for and shall not receive any fringe benefits other than Workers' Compensation Insurance or other benefits as required by law.
    b. If the applicant is actually hired by the District in a full-time temporary capacity, he/she shall complete the same hiring process as any employee in the competitive service. Time spent under temporary appointment shall not be credited to the probationary period or be used for computing any privileges accruing under these Rules nor count toward seniority for any purpose.
    c. Temporary employees are not part of the competitive service and are at-will employees. As such, temporary employees can be terminated at any time without prior notice or cause, and without any right of appeal.
6. Probationary Employee – Probationary appointment is for the first two thousand eighty (2,080) hours (usually one year) of actual and continuous employment. Probationary employees are provided with benefits as set forth herein. Probationary employees are at-will employees and can be terminated at any time without prior notice or cause, and without any right of appeal. The probationary period may be extended per Rule 11, or otherwise in accordance with these Rules.
7. Provisional Employees – An existing employee may receive a provisional appointment on a temporary basis, to fill a position until a probationary appointment may be made. Provisional appointments shall be for periods no less than two (2) weeks nor longer than nine hundred sixty (960) hours in any twelve-month period and shall be made in accordance with Subparagraph 5 above. Time

spent as a provisional employee shall not be included in determining seniority under any provision of these Rules.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2023-16, 07-17-2023)

Section 3.02.020 – Probation (Rule 11)

A. Introductory Period – The District attempts to hire the most-qualified employees for each position. To ensure this, the District provides for an introductory period of employment for the employee to assess the District and the job content, and for the District to evaluate the new employee and his or her job performance. All new employees and existing employees who are new to a position must complete to the District's satisfaction a 1-year introductory period beginning with the date of initial employment, demotion, promotion or lateral transfer to a position which the employee has not previously held. Employees who are demoted, promoted, or transferred to a position which the employee previously held and for which the employee previously completed the probationary period, are not required to complete another probationary period. During the introductory period, an employee may be discharged by the District "at will" for any reason and without advance notice. Similarly, the employee may resign employment for any reason without advance notice during this period. A performance review will be conducted by the employee's supervisor before the introductory period is completed.

   At the District's discretion, an employee's introductory period may be extended one or more times. Employees earn vacation and accrue paid sick time from the first day of employment. On successful completion of the introductory period, an employee will become a regular employee. Successful completion of the introductory period does not, however, guarantee employment for any specific duration or change the at-will status of regular employment.

B. Rejection Following Demotion, Promotion, or Transfer – Any probationary employee rejected during or at the conclusion of a probationary period following a demotion, promotion, or lateral transfer shall be reinstated to the position from which the employee was transferred or promoted unless:
   1. Disciplinary charges are filed, and the employee is dismissed from employment in the manner provided in these Rules; or
   2. The former position is no longer available.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.02.030 – Promotion (Rule 12)

A. A vacancy may be filled by promotion at the discretion of the General Manager.

1. In the event an employee is promoted on his/her anniversary date, he/she shall first receive any within-range increase he/she has earned first and then the promotional salary adjustment provided.
2. Upon promotion a new anniversary date shall be established for the purposes of performance evaluation, eligibility for future step increases, as of the effective date of the promotion. Upon reclassification, the General Manager will determine whether the employee in the newly reclassified position will need to serve a new probationary period.

B. An employee who has been promoted to a higher classification (or demoted to a lower classification in which they have not completed the required probationary period), shall serve a twelve (12) month probation for the classification. At the Department Head's discretion, an employee may have their probationary period extended by up to six additional months. An employee who fails probation in a classification to which he/she has promoted into will be entitled to be returned to their former class if there is a vacant and budgeted position available in the classification. The employee does not have the right to bump out a current employee who has filled his/her previous position.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022)

Section 3.02.040 – Layoff Policy and Procedure (Rule 13)

A. Statement of Intent – Except as otherwise determined by the Board of Directors in accordance with Paragraph I of this Rule, the General Manager may layoff, transfer or demote any employee without disciplinary action and without any right of appeal, on the grounds and according to Paragraphs B through H of this Rule and as otherwise provided in these Rules. The General Manager may not delegate this power.

B. Notification – Whenever possible, employees to be laid off shall be given at least fourteen (14) days' written notice of layoff.

C. Vacancy and Demotion – Except as otherwise provided, whenever there is a reduction in the work force, the Appointing Authority shall first demote any regular employee to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with Paragraph E herein below is qualified. All persons so demoted shall have their names placed on the re-employment list.

D. Employee Rights – A regular employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had regular status and for which the affected employee meets the minimum qualifications for the position. Probationary employees, emergency employees, temporary employees, provisional employees and/or seasonal employees affected by layoffs shall not have any displacement or bumping rights.

E. Seniority and Order of Layoff – Layoffs shall be by classification. Seniority, for purposes of layoffs, shall be determined first by time in the classification and, if time in the classification is equal, then by time in the Department. Before any full-time, permanent

employees are laid off, the District shall first lay off all temporary and part-time employees within the affected employee classification.

1. In order to retreat to a former or lower class, a regular employee must have more seniority than at least one (1) of the incumbents in the retreat class and request displacement action in writing to Human Resources within five (5) working days of receipt of notice of layoff.
2. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.
3. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

F. Employment Status
   1. In each class or position, employees shall be laid off according to employment status in the following order: emergency, temporary, seasonal, provisional, probationary, and regular.
   2. Emergency, temporary, provisional, seasonal, and probationary employees shall be laid off according to the needs of the service as determined by the Appointing Authority. Nothing in this Rule is intended to nor shall modify the at-will status of any such emergency, temporary, provisional, seasonal, or probationary employee.
   3. In cases where there are two (2) or more regular employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of performance and seniority. Employees within the same class shall be ranked for layoff according to performance based on the evaluations on file at least thirty (30) days and no more than twelve (12) months prior to layoff, as follows:
      a. First, all employees whose performance is “unsatisfactory"
      b. Second, all employees whose performance "needs improvement"
      c. Third, all employees whose performance is “satisfactory”
      d. Fourth, all employees whose performance is “very good”, and
      e. Fifth, all employees whose performance is “outstanding”
   4. Employees within each performance category shall be laid off in inverse order of seniority in District service.

G. Re-Employment List – The names of persons holding regular positions who are laid off, transferred or demoted in accordance with these Rules shall be entered upon a re-employment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the Appointing Authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

H. Duration of Re-Employment List – Names of persons laid off shall be carried on a re-employment list for one (1) year, except that person appointed to regular positions of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse re-employment shall be dropped from the list. Persons re-employed

in a lower class or on a temporary basis shall be continued on the list for the higher position for one (1) year.

I. Notwithstanding Paragraph A, whenever, in the judgment of the Board of Directors of the District, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off, transferred, or demoted by the General Manager without disciplinary action and without the right of appeal. Layoff, transfer, or demotion of any such employee shall be undertaken and implemented by the General Manager in accordance with Paragraphs B through H of this Rule.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.02.050 – Reinstatement and Re-employment (Rule 14)

A. Reinstatement – With the approval of the General Manager, regular or probationary employees who have resigned with a good employment record may be reinstated within one (1) year of the effective date of resignation to a vacant position in the same or comparable class. Such employees shall, upon completion of one thousand forty (1,040) hours of continuous service after being rehired, be credited with seniority for the prior service for benefit accrual purposes only. No credit will be earned for the intervening time before being rehired, except as may be required by State or Federal law. The employee's rehire date will be the new date of hire for all other purposes.

B. Re-Employment – Employees who are laid off may be re-employed in their former position. Employees recalled within six (6) months after having been laid off will be credited for their prior service for all benefit purposes. No credit will be accorded for the intervening period between the time of layoff and the time of recall.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Chapter 3.03 – COMPENSATION AND BENEFITS

Section 3.03.010 – Compensation Plan (Rule 15)

A. Compensation – The classification and compensation plan includes the basic salary schedule as adopted by the Board of Directors of the District.

B. Initial Appointment Step – All appointments shall be made at the minimum step within a particular range; however, the General Manager may approve a higher starting rate of compensation at his/her discretion.

C. Anniversary Date – The anniversary date shall be the annual date of hire or the date of promotion. The employee evaluation shall be regulated by these dates.

D. Advancement in Salary – The employee will be considered for a merit increase when probation is completed and on the annual anniversary date thereafter. Merit increases shall be granted only as a result of a written evaluation of continued meritorious service and with the continued improvement by the employee in the effective performance of the duties of the position held. Increases for acceptable performance shall be no more

than five percent (5%). No salary increase shall be made so as to exceed any maximum rate established in the pay plan for the class to which the employee's position is allocated.

E. Consumer Price Index (CPI) – Prepared by the U.S. Dept. of Labor, Bureau of Labor Statistics, an index which determines the rate of inflation. The District uses the CPI for urban wage earners and clerical workers in the Riverside-San Bernardino-Ontario, CA areas.

F. Promotion – Any employee who is promoted to a position having a higher range than the position he/she occupies, shall commence work in the higher range at a step that at minimum is an increase of ten percent (10%) above the base rate the employee was receiving prior to promotion or provisional appointment. The new pay rate will be effective at the beginning of the pay period it takes effect. ("Base rate" is an employee's base hourly rate or salary that does not include other forms of pay, including, but not limited to, overtime, bonuses, or incentive pay).

G. Demotion Pay Rate – When a regular employee is demoted to a position for which the employee is qualified, the employee's salary shall be set at the step rate in the lower pay range which provides the smallest decrease in pay. The new pay rate will be effective at the beginning of the next pay period it takes effect.

H. Pay Periods – All employees shall be paid every two (2) weeks. A pay period is fourteen (14) consecutive days, week 1 starts on a Friday mid-shift with 4 hours and shall end on a Friday mid-shift with 4 hours worked in week 2. Step increases or promotions shall be effective at the beginning of the pay period in which they fall. For alternative work schedules the pay period may be modified to comply with federal and state law.

I. Reclassification
    1. If an employee is reclassified upward, the employee will receive an increase in salary at a minimum of ten percent (10%).
    2. If an employee is reclassified downward, an employee's salary will be frozen (or "Y-Rated") until the compensation for the lower classification exceeds the salary of the employee.

J. Emergency Appointment – Working Out of Class – No employee shall be required to perform duties which are not closely related, both in kind of work and in level of responsibility, to duties formally assigned to positions in his/her class, except on a short term, temporary or emergency basis. Employees who are given an emergency or temporary appointment to a higher classification which involves duties requiring a greater level of skills may be compensated as follows:
    1. To qualify for out-of-class pay, an employee must be assuming substantially the full range of duties and responsibilities of the higher-level position. Out-of- class pay is not authorized, for example, if the organization of a work unit is such that each unit employee carries on his/her normal duties during the temporary absence of a supervisor, without a need for direction which the supervisor would provide on a longer-term basis.

2. The rate of pay shall remain unchanged during the first thirty (30) working days of such assignment. Emergency or temporary appointments must be made in writing and approved by the General Manager.
3. After thirty (30) continuous working days of such temporary assignment, the employee working out-of-class shall be paid at Step A of the higher classification, or a rate one (1) step greater than his/her current rate, whichever is deemed appropriate compensation for the level of duties assigned and performed. The amount of additional pay awarded shall be determined by the General Manager. The higher rate of pay shall be used in computing overtime when authorized overtime is served in a non-exempt, out-of-class assignment; the overtime rate shall be at the rate established by the overtime regulations that apply to the higher class.
4. Time worked out-of-class shall not earn credits toward the completion of probationary requirements in the higher class.

K. Provisional Appointment

1. In the absence of individuals willing to accept appointments from appropriate employment lists, a provisional appointment may be made by the General Manager of a person meeting the minimum training and experience qualifications for the position. Such appointment may be made during the period of suspension, demotion or discharge of an employee; and such vacancy may be filled by the General Manager subject to the provisions of these Rules. A provisional employee may be removed at any time without prior notice or cause, and without any right of appeal. No provisional appointment shall exceed nine hundred sixty (960) hours. Employees appointed on a provisional basis shall not be entitled to a preference in hiring or a right to a regular position.
2. A provisional appointee shall accrue the same benefits as probationary employees. If a provisional appointee is selected for a full-time position with the District in the same position as the employee served in a provisional capacity, the time served as a provisional employee shall be counted as time toward the fulfillment of the required probationary period.
3. No special credit shall be allowed in meeting any qualifications or in the giving of any test or the establishment of any open-competitive promotional list, for service rendered under a provisional appointment.
4. Salary upon provisional appointment shall be the beginning salary in the range, or five percent (5%) above the previous salary, whichever is higher. If the provisional employee is subsequently returned to his/her previous position, the previous salary shall be reinstated, unless an anniversary evaluation has occurred which warrants a merit increase. If the provisional employee is permanently appointed to the provisional position, the salary will be adjusted pursuant to the 10% increase from Section F above.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2023-05, 03-20-2023; Res. No. 2024-18, 06-17-2024)

Section 3.03.020 – Public Employees Retirement System (CalPERS) (Rule 16)

All employees of the District who work at least one thousand (1,000) hours per year are automatically covered by the District's retirement contract with the California Public Employees Retirement System ("PERS"). This benefit begins on the employee's first day of employment. The District currently participates in the 2.7% at 55 Plan for Classic members and 2% at 62 for PEPRA members, with a small contribution by the employee, which is tax deferred.

An employee becomes vested after completion of five years of public service, be it with Mission Springs Water District or another public employer who participated in PERS. Vesting mean funds may be left on deposit for future retirement. Should an employee leave Mission Springs Water District and wish to withdraw their contributions, they may request a refund from CalPERS. The employer contributions are only paid upon retirement.

Employees are able to retire when they have five years of service credit and have attained age 55. The retirement date can be any date chosen; however, the amount of the monthly allowance can be affected. Age determines the benefit factor used in the retirement formula. So, an employee may decide to retire on his/her birthday or at a completed quarter year of age to increase the benefit factor. PERS will calculate the retirement benefits based on three factors, (1) years of service, (2) a percentage factor determined by the age at retirement, and (3) the final average monthly pay rate for the highest three years of work. There is no mandatory retirement age.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.03.030 – Fringe Benefits (Rule 17)

The District currently provides the following fringe benefit programs:

A. Enrollment in Health Insurance, Dental Insurance, Vision Care Coverage, Life Insurance, Employee Assistance Program and Deferred Compensation.
    1. Employees – All employees who are employed on a full-time basis, shall be enrolled in the health, vision, and employee assistance plans sponsored by the District. Regular and probationary employees may enroll eligible dependents in the health plan provided acceptable proof of eligibility is submitted along with enrollment forms. Regular and probationary employees and their dependents shall also be eligible for dental insurance, on the terms and conditions as authorized by the Board of Directors of the District. The District's deferred compensation program is voluntary. Fringe benefits may be altered on a year-by-year basis as the District may see fit. After a 30-day absence, that does not have job protection under any applicable local, state, or federal leave laws ("non-protected leave"), fringe benefits including but not limited to health insurance and life insurance will cease. Employees will be offered COBRA for medical benefits only. Life Insurance coverage will resume once the employee returns to work. Temporary employees who work more than 30 hours per week shall be enrolled

in health insurance. Emergency and seasonal employees are not entitled to health insurance.

a. Initial Enrollment Period: The period in which all new hires (regular benefitted employees) and all temporary employees who become eligible for benefits must enroll in one of the District's health/vision and/or dental plans. The employee will be eligible for health benefits beginning the first day of the month following 30 days of employment.

2. Retired Annuitants

a. Tier One: In accordance with District policy, retired annuitants may be eligible for group health insurance premiums paid by the District until eligible for Medicare benefits, or age sixty-five (65), whichever is earlier, provided that prior to the date of retirement, the annuitant had at least fifteen (15) years of service with the District and reached the age of sixty (60).

b. Tier Two: In accordance with District policy (Resolution 2016-07 adopted 4/18/16), retired annuitants may be eligible for group health insurance premiums paid 50 percent by the District until eligible for Medicare benefits, or age sixty-five (65), whichever is earlier, provided that prior to the date of retirement, the annuitant had at least fifteen (15) years of service and reached the age of fifty-five (55). Eligible retirees who wish to exercise this benefit must give notice in writing to the District within 30 days of their retirement date.

B. Employee Assistance Program (EAP) – Mission Springs Water District cares about its employees' wellbeing. As part of that concern, it has established an Employee Assistance Program (EAP) that provides confidential, professional assistance when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP encourages employees to use services early in the progression of a problem before situations significantly impact work. This is accomplished by promoting services for "normal problems in living " such as relationships, stress, legal and financial problems, career concerns, anxiety and depression. The EAP also services more serious concerns such as alcohol and drug problems, family violence, and threats of suicide. For more information, please see a supervisor, Human Resources, or call the EAP directly at (800) 535-4985.

C. Deferred Compensation Plan – All employees who are employed on a full-time basis, except emergency, seasonal and temporary employees, are eligible for the District's Deferred Compensation Plan. This is a voluntary program. Participation in the Plan is governed by the Plan documents and minute orders of the Board of Directors.

D. Modification – Notwithstanding Paragraphs A and C of this Rule, the District expressly reserves the right, in its sole discretion, at any time and from time to time, to amend,

rescind or delete any and all fringe benefits set forth in these Rules. Such changes may apply to current and/or future employees.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-18, 06-17-2024)

Section 3.03.040 – Training and Development (Rule 18)

A. Policy – An employee may be reimbursed for tuition, textbooks and institutional fees incurred in successfully completing job-related course work and seminars from an accredited educational institution and for courses that are applied towards the completion of one college or university level degree (associate degree or higher) that is relevant to the employee's work for the District. The District will reimburse employees 100% for course-required tuition, texts, and materials upon satisfactory completion of such courses if employees follow the guidelines of this policy. If employees have a financial hardship, with written approval from the General Manager, tuition, texts, and materials may be reimbursed or paid by the District earlier than the completion of the course(s).

Guidelines:

1. Employee must be a full-time regular employee of the District for college or university degree reimbursement, and coursework must be completed during employees' own time and not during District work hours.
2. Employee must be a regular or probationary employee to receive reimbursement for professional development classes and certifications. At the District's discretion, the District may approve completion of professional development classes and certifications during District work hours.
3. All courses and related expenses for which the employee will request reimbursement must receive **prior written approval** from the employee's Supervisor and the General Manager on the District's Educational Assistance Request form. Other than those items listed above, no other reimbursements shall be made.
4. Satisfactory completion is considered a "pass" grade in the case of pass/fail courses. Satisfactory of courses graded on an A through F system or an equivalent method will be reimbursed 100% for a grade of "C" or higher. No reimbursement will be made for a "D" or "F" grade.
5. The maximum benefit per fiscal year per employee shall be $6,000.00. This amount must be submitted, approved and adopted as part of the annual budget for the department in which the employee works before it is disbursed to satisfy the District's reimbursement obligations in this section.
6. If an employee fails to complete or pass a course, the employee must immediately reimburse the District for any advance received from the District for the payment of tuition, texts, and materials.

7. If an employee voluntarily leaves his/her employment with the District within one (1) year of completion of course work, the employee must reimburse the District all funds paid by the District for the employee's course work.

B. Conferences and Seminars – Any employee (does not have to be regular, full-time) may request to attend a conference or seminar and if such request is approved, the District will pay all reasonable costs of travel, meals, lodging, registration or tuition, books and the equivalent number of hours pay per day as if the employee were working his/her regular workday in accordance with this Rule and the District's adopted expense reimbursement policies. The employee may either receive an advance of funds for the conference or reimbursement of funds spent by the employee. The employee should request attendance at the conference or seminar as far in advance as possible but, in no case, any later than two (2) weeks prior to the conference. The employee's request for attendance must be approved by the employee's supervisor, Department Head and the General Manager.

C. Employee Orientation – All new employees and newly promoted employees will be given an employee orientation to their new job duties and the policies, procedures and operation of the department that is appropriate to their positions. It is the department supervisor's responsibility to provide orientation to those new employees or newly promoted employees under their supervision. The orientation shall consist of training in job duties and responsibilities, these Rules, the employee handbook, and the mission, policies, procedures and operation of the employee's department.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2024-18, 06-17-2024)

3.03.050 – Travel Expense Reimbursement (Rule 19)

A. Authorized Expenses – District funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized business of the District. Expenses incurred by employees in connection with the following types of activities generally constitute authorized expenses, and may be reimbursed by the District as long as the other requirements of this policy are met:

1. Serving the needs of the businesses, agency and individual property owner/resident customers of the District;
2. Communicating with constituents in compliance with applicable laws;
3. Communicating with representatives of regional, State and national government on District policy positions;
4. Attending educational seminars designed to improve employees' skill, knowledge, and information levels;
5. Participating in regional, state and national organizations whose activities benefit or affect the District's interests.
6. Recognizing service to the District (for example, thanking a long-time employee with a retirement gift or celebration or award of nominal value and cost);

7. Attending District, community, regional and other events;
8. Gathering facts and information regarding District projects, issues and priorities in other jurisdictions;
9. Implementing a District-initiated strategy for attracting or retaining customers of the District; and
10. Attending meetings such as those listed above, and those set forth on the Affiliate List approved annually by the Board of Directors, for which a meeting stipend is expressly authorized under this policy.

B. Expenses Requiring Prior General Manager Approval
   1. The reimbursement of an expense in excess of fifty dollars ($50.00) for any purpose other than as set forth in Section A hereinabove shall require prior approval of the General Manager;
   2. Payments for international travel;
   3. Expenses which exceed any annual limits established for each employment position.

C. Personal Expenses the District will not Reimburse
   1. The personal portion of any trip;
   2. Political or charitable contributions;
   3. Family expenses, including partner's expenses when accompanying District employees on agency-related business, as well as children-or pet-related expenses;
   4. Entertainment expenses, including theater, movies (either in-room or at the theater), recreational events (including health clubs and massage services) not related to District business, cultural events not related to District business;
   5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
   6. Personal losses incurred while on District business;
   7. Personal alcohol or bar expenses.

   Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is reimbursed.

D. Cost Control Guidelines – To conserve District resources, expenditures should adhere to the following guidelines. A reasonable attempt to pay in advance with a District check must be made. If the business will not accept a check, a reasonable attempt must be made to pay in advance with a District credit card. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the District will be limited to the costs that fall within the guidelines, unless such excess amounts have been approved in advance by the appropriate authority.
   1. Transportation – The most economical mode and class of transportation reasonably consistent with scheduling needs, the employees' time constraints, and cargo space requirements must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is

used, the cost borne by the District will be limited to the cost of the most economical, direct, efficient and reasonable transportation form.

Employees are required to use a district vehicle during any business travel. Two or more employees, attending the same event at the same time, must carpool. Exceptions to these requirements may be made with the prior approval of the employee's manager.

Charges for rental vehicles may be reimbursed under this provision if more than one District employee is attending an out-of-town conference or meeting, and it is determined that District owned vehicles are unavailable, and sharing a rental vehicle is more economical than other forms of transportation. In making such determination, the cost of the rental vehicle, parking and gasoline will be compared to the combined cost of such other forms of transportation. District staff will prepare a cost analysis comparing the various modes of available transportation for the General Manager's consideration.

a. Airfare. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities *(www.cacities.org/travel)* the California State association of Counties *(www.csac.counties.org/default.asp?id 635*) and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy. Airfares that do not exceed the median fares listed on websites like *www.travelocity.com* or an equivalent service, shall also be considered reasonable and hence reimbursable.
b. Automobile Mileage. Automobile mileage is reimbursable at Internal Revenue Service rates presently in effect (see *www.irs.gov*). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The District will not reimburse for customary commuting miles.
c. Car Rental. Rental rates that are equal to or less than those available through the State of California's website (*www.catravelsmart.com/default.htm*), or which represent the median rates listed on websites like *www.travelocity.com* or an equivalent service, shall be considered the most economical and reasonable for purposes of reimbursement under this policy.
d. Taxis/Shuttles. Taxi or shuttle fares may be reimbursed (including a fifteen percent [15%] gratuity per fare), when the cost of such fares is equal to or less than the cost of car rental, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

2. Lodging – Lodging expenses will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay.

a. Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.
b. Other Lodging. Travelers must request government lodging rates, when available. A listing of hotels offering government rates in different areas is available at *www.catravelsmart.com/lodguideframes.htm*. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, websites like *www.travelocity.com* or *www.expedia.com* or an equivalent service shall be considered reasonable and hence reimbursable if, given the circumstances of the travel, such comparable rates can be found. In unique circumstances, the General Manager may approve the reimbursement of reasonable lodging costs that exceed the two (2) standards above, if necessary under the particular circumstances.

3. Meals – Meal expenses and associated gratuities should be moderate, taking into account community standards and the prevailing restaurant costs of the area. Actual meal costs will be reimbursed up to the rates specified by the U.S. General Services Administration (GSA). Any amount spent on meals above and beyond rates established by the GSA will be the sole responsibility of the employee.

   Employees may not claim meals provided by the District, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered meals. Employees may claim only their actual expense and must have receipts substantiating the amount(s) claimed.

   No meal (breakfast, lunch or dinner) or expense may be claimed or reimbursed more than once in any given twenty-four (24) hour period.

   The District will not reimburse personal alcohol or bar expenses, unless identified and approved in advance by the General Manager.

   Employees shall, when available, take meals that are provided as part of a seminar or conference registration fee.

4. Telephone/Fax/Cellular – Employees will be reimbursed for all actual telephone and fax expenses incurred on District business. Telephone bills should identify which calls were made on District business. For cellular calls when the employee has a particular number of minutes included in the employee's plan, the employee can identify the percentage of calls made on public business and be reimbursed for that percentage of applicable charges.

5. Internet – On out-of-town trips, employees will be reimbursed for internet access connection and/or usage fees away from home, not to exceed fifteen dollars ($15.00) per day, if internet access is necessary for District-related business.
6. Airport and Other Parking Charges – The District will reimburse parking costs based on actual costs or the equivalent of long-term parking rates used for travel exceeding twenty-four (24) hours.
7. Other – Baggage handling fees of up to one dollar ($1.00) per bag (airport or hotel), airport passenger services (wheelchair), and reasonable gratuities (meals and taxis/transportation service) of up to fifteen percent (15%) will be reimbursed. Expenses for which District employees receive reimbursement from another agency are not reimbursable.
8. Credit Card Use Policy – District employees may use the District's credit card for such purposes as airline tickets, hotel accommodations and expenses directly related to authorized travel. Credit card expenses will be periodically reviewed by the Board or the General Manager. Each credit card holder will, as part of that individual's expense report, document compliance with this expense policy. Receipts documenting expenses incurred on the credit card and compliance with this policy must be resubmitted within ten (10) business days of the end of use.

   District credit cards may not be used at any time for personal expenses, even if the employee subsequently reimburses the District.
9. Expense Report Content and Submission Deadline – All credit card expenditures and expense reimbursement requests must be submitted on an expense report form provided by the District. This form shall include the following advisory:

   All expenses reported on this form must comply with the District's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the District's policies may include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability.

   Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the employee should explain whose meals were purchased, what issues were discussed and how those relate to the District's adopted legislative positions and priorities.

   Except as required sooner by this policy, employees must submit their expense reports within thirty (30) calendar days of an expense being incurred, accompanied by receipts documenting such expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. The inability to provide such documentation in a timely fashion may result in the expense being borne by the employee.
10. Verification of Expense Reports – All expenses are subject to verification that they comply with this policy. The Board of Directors, the General Manager, the Finance

Director, or the Executive Committee of the Board of Directors may request additional documentation or explanation of individual expenditures for which reimbursement is requested by an employee.

11. Compliance with Laws – District employees should keep in mind that some expenditures could be subject to reporting under the Political Reform Act and other laws. Records of all District expenditures and documentation regarding expense reimbursements are public records subject to disclosure under the Public Records Act.
12. Violation of this Policy – Use of public resources or falsification of expense reports in violation of this policy may result in any or all of the following:
    a. Loss of reimbursement privileges;
    b. A demand for restitution to the District;
    c. The District's reporting the expenses as income to the employee, to State and Federal tax authorities;
    d. Civil penalties of up to one thousand dollars ($1,000.00) per day and three (3) times the value of the resources used; and/or prosecution for misuse of public resources.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-32, 12-19-2022; Res. No. 2024-18, 06-17-2024)

Section 3.03.060 – Vehicle Use Policy (Rule 20)

A. Statement of Policy – Transportation is often required for employees and other officials of the District to conduct business. It is at the District's sole discretion whether a District vehicle is provided, or another form of transportation is used. The General Manager has the responsibility for administration of this policy and for making decisions regarding specific vehicle use as outlined in this Rule. The Fleet Maintenance Supervisor is responsible for managing the District's vehicle fleet by working with departments to maximize District vehicle utilization, fleet maintenance, and by managing the acquisition and disposal of District vehicles. This policy does not supersede rules and regulations mandated by the Federal Department of Transportation, the California Highway Patrol, or other applicable agencies.

B. Driver's License and Automobile Insurance – No employee shall operate any District vehicle unless he/she possesses a valid California driver's license for the specific vehicle used by the employee. If the employee uses a private vehicle in the course and scope of his/her duties, the employee shall maintain automobile insurance on the private vehicle at all times in accordance with coverages and any minimum liability requirements imposed by Human Resources. The District reserves the right to require employees to produce proof of insurance upon demand.

C. Driver's Training – The District's insurance policies require that every employee who operates a District vehicle receive regular driver's training. Employees may not operate District vehicles without having satisfied this requirement.

D. Seat Belt Policy – The District requires all employees to wear seat belts, whenever they drive or ride in District vehicles, or when traveling in their own vehicle on District business. When driving, employees are responsible for requiring passengers to fasten their seat belts before operating the vehicle.

E. Use of Cell Phones or Electronic Wireless Communication Device While Operating a Motor Vehicle

   1. No employee shall use a cell phone while driving or otherwise operating any District motor vehicle unless the employee uses a hands-free device. This provision applies to the employee's operation of any District vehicle whether or not the employee is on duty or performing a District-related function. The prohibition on cell phone use also applies to any employee while he/she is operating a personal vehicle on District business or otherwise performing a District-related activity. "Operating" includes, but is not limited to, while the employee is stopped at a stop-light or intersection.
   2. No employee shall use any kind of electronic wireless communication device for the purpose of texting (including sending, receiving or reading messages or communications) while driving a District vehicle whether or not on duty or performing a District- related function, or while driving or operating a personal vehicle on District business or otherwise performing a District-related activity. "Operating" includes, but is not limited to, while the employee is stopped at a stop-light or intersection. "Electronic wireless communication device" includes cell phones, blackberries, laptop computers, PDA's, or other electronic devices of any kind whatsoever.
   3. The sole exceptions to this Rule are in the event of an emergency to contact emergency personnel (police, fire or ambulance) for assistance, and employees operating field vehicles equipped with radios for internal communication may lawfully use such radios while driving so long as it is safe to do so.
   4. Violation of this Rule constitutes grounds for discipline of an employee, up to and including termination from employment. It may also subject the employee to criminal liability independent of any action taken by the District.

F. Accidents Involving District Vehicles and/or Employees – In the event of an accident or property damage to an employee's vehicle, employees using a personal automobile for authorized travel in conducting District business must rely on personal assets, including insurance, for financial protection. Although District interests are protected by insurance, the District provides no insurance and assumes no liability to protect employees against damage to the employee's personal automobile or for damage to the property of others for death or personal injury to others as a result of an employee using a personal automobile in conducting District business. It is the express policy of the District that all liability and or property damage incurred while use of a personal vehicle on District business either in route, parked at District facilities, or while in engaged in District business at non-District facilities, falls entirely on the employee.

G. Coverage for Injuries – Employees suffering injury, dismemberment or death arising from an accident incurred in the performance of District business shall be covered under the terms of the California Workers' Compensation laws and current District Workers' Compensation policies.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.03.070 – Vehicle Policy and Procedure (Rule 21)

A. Purpose – To establish the Mission Springs Water District's general requirements, procedures, and guidelines for vehicle use in order to provide efficient, cost-effective delivery of service. This policy addresses both District and privately owned vehicles used by District employees during the conduct of official District business.

B. Definitions – For the purpose of this policy, the following definitions of terms apply:

1. Assigned Vehicle. Assigned Vehicle means any District vehicle assigned to a specific department or employee.
2. Authorized Person. Authorized Person means any employee authorized by a department head to use District vehicles for official District business.
3. District Boundaries. District Boundaries means the physical/political boundary lines of the District.
4. District Vehicles. District Vehicles mean all of the District-owned or leased vehicles or motorized equipment used to conduct official District business.
5. Employer Pull Notice Program. Employer Pull Notice Program means a program authorized by the California Vehicle Code (CVC) Section 1808.1, showing an employee's current driving record and any action taken against the employee's driving privilege during a calendar year.
6. Fleet Maintenance Supervisor. Fleet Maintenance Supervisor means a designated employee assigned to maintain and coordinate certain aspects of departmental vehicle and equipment assignments.
7. Non-District Employee. Non-District Employee means any person not employed by the District.
8. Official District Business. Official District Business means any business conducted on behalf of the Mission Springs Water District.
9. Operating Expenses. Operating Expenses means all expenses directly related to maintaining a District vehicle in a safe operating condition i.e., fuel, tires, repairs, and preventative maintenance.
10. Pool Vehicle. Pool Vehicle means a District vehicle available for use on a temporary basis by any of the District's departments.
11. Preventive Maintenance. Preventative Maintenance means a systematic approach to provide scheduled maintenance at recommended intervals for all District vehicles.
12. Privately Owned Vehicle. Privately Owned Vehicle means any vehicle not owned or leased by the District or any other governmental agency.
13. Replacement Criteria. Replacement Criteria means criteria including but not limited to mileage or service hours, age, and mechanical condition of the District vehicle.

14. Special Purpose Vehicles. Special Purpose Vehicles means District vehicles that are used in restricted areas and/or require special equipment or attachments to perform specific job functions.
15. Vehicle Allowance. Vehicle Allowance means authorization by the District's General Manager for a District vehicle to be taken home by a District employee, subject to I.R.S. regulations.

C. General Guidelines
    1. The use of District vehicles shall be limited to official District business and work activities. Vehicles shall be operated in accordance with all safety and legal requirements of the District, County, State, and/or any jurisdiction in which they are operated.
    2. Use of District vehicles for personal business is prohibited. However, de minimis use of District vehicles is allowed when it is more practical to drive directly from the job site to a personal destination than to return to the District office/yard to retrieve a privately owned vehicle. De minimis use is defined by the IRS as a short detour while en route on an infrequent basis. A common example is driving to a nearby location to purchase lunch while working in the field.
    3. Responsibility for maintaining District vehicles shall reside under the central direction of the Fleet Maintenance Supervisor.
    4. District vehicles shall only be operated by an official or employee of the District and shall only be used to transport individuals and equipment directly related to official District business. Non-District passengers shall only be transported in District vehicles with prior approval by a department head or the General Manager.
    5. The use of tobacco products is prohibited in District vehicles. District department heads shall be responsible for implementing this policy and ensure all employees within their department are aware of and comply with this policy. A copy of this policy shall be made available to employees who drive District vehicles.
    6. District vehicles and/or equipment shall not be taken outside the District's boundaries without prior approval by a department supervisor.
    7. Departments may have more specific operating instructions or guidelines based on the usage of vehicles within each department. Departmental operating instructions or guidelines shall not conflict with this District Policy, and in the event of any conflict, the provisions of this District Policy shall prevail.

D. Driver Responsibility
    1. Every driver must comply with all provisions of this policy including obeying traffic laws and the safe operation and proper care of District vehicles while in his/her custody. This includes the use of seatbelts by the driver and all passengers, the possession of a valid California driver's license of the proper class, and delivery of the District vehicle to Fleet Maintenance when preventative maintenance service is due.

2. The driver shall perform the following checklist duties at the beginning of each workday:
    a. Check engine oil,
    b. Check coolant level,
    c. Check brake fluid level and brake operation,
    d. Check running lights and headlights,
    e. Check horn,
    f. Check turn signals,
    g. Check tire condition and pressure,
    h. Check windshield wipers.

    In addition, the exterior and interior of the District vehicle should be checked for damage. Any damage or irregularity should be reported to the employee's supervisor and the Fleet Maintenance Supervisor. If the District vehicle is not in a safe, operable condition, the driver must immediately notify his/her supervisor and the Fleet Maintenance Supervisor.

    If the District vehicle malfunctions during a trip, or during operation at any time, the employee's supervisor and Fleet Maintenance should be notified for road service. The driver shall turn in the District vehicle to Fleet Maintenance when notified that preventative maintenance is due.
3. Drivers must notify their supervisors of any change to the status of their driver's licenses before driving any District vehicle for official District business, or any private vehicle for official District business. As used herein, the phrase "change in status" includes but is expressly not limited to suspension or revocation of the employee's driving privileges or any restriction on the employee's driving privileges. An employee who receives a traffic or parking citation while operating a District vehicle for official District business, or while operating a private vehicle on official District business, must report such citation to his/her supervisor by the end of the employee's work shift or upon the employee's actual return to the District, whichever occurs first. A copy of the citation must be submitted to the HR department/supervisor within 24 hours. Payment of any fees, penalties, or fines for such citation is the responsibility of the driver.
4. Employees may be held personally liable when they act outside the course and scope of their assigned duties (including illegal activities), and cause damage to other persons and/or their property while driving a District vehicle. In such a case, the District will determine whether it is appropriate to make a claim against the employee. Persons not pre-authorized for official District business, including family members and non-District employees, shall not ride in or drive District vehicles, or in private vehicles while the employee is performing official District business. The District is not responsible for damage caused by injury caused by, or any injury to an unauthorized person riding in or driving a District vehicle for any reason, or any unauthorized person riding or driving a private vehicle for any reason while the employee is on official District business. Nothing in this paragraph is intended to

prevent any District employee from being dropped off or picked up from work by a family member or other non-employee.

E. Employer Pull Notice Program
    1. California Vehicle Code (CVC), Section 1808.1, authorizes the District to enroll all District employees in the Employer Pull Notice (EPN) program if an employee's job may include the operation of any District vehicle that requires a valid California driver's license of any Class. A record will be generated and mailed automatically to the District for newly enrolled drivers, and annually or upon action/activity for currently enrolled drivers.
    2. Action or activity is defined as any conviction, failure to appear, accident, driver's license suspension or revocation, or any other action taken against the driving privilege or certificate of the employee. Reports include the employee's traffic violation point count, and whether the employee has been convicted of a violation of CVC Section 23152 (misdemeanor drunk driving) or Section 23153 (felony drunk driving). Each employee shall complete and sign a Release of Driver Information form, which shall be kept by the Human Resources Department. The Human Resources Department is responsible for maintaining current forms and collecting the reports from the DMV.
    3. Upon termination of employment, the District shall notify DMV to discontinue the employee's enrollment in the EPN program.

F. Accident Procedures
    1. At the site of an accident, the following steps should be taken:
        a. Do not move the vehicle unless the accident is minor and the traffic is heavy, or the vehicle presents a serious hazard to other vehicles, or instructed to do so by law enforcement personnel,
        b. Find out if anyone is injured,
        c. Use any available warning devices,
        d. Call the local law enforcement authority. Contact the District and your supervisor. If an emergency, call 911 and identify yourself as a District employee on official District business,
        e. Obtain and exchange witness information such as name, address, phone number, and insurance District (do not rely on the police report),
        f. Do not discuss the accident with anyone except the investigating police officer, Human Resources, your department head, or supervisor,
        g. Have your vehicle operator's license, vehicle registration card, and insurance information available,
        h. Do not admit responsibility/liability for the accident,
        i. Sign nothing but a police accident report or citation, if necessary,
        j. Take pictures of the accident and all parties involved if possible.
    2. After the law enforcement report is complete proceed as follows:
        a. If the District vehicle is operable, drive it directly to the District's maintenance facility for a mechanical safety inspection,

b. If the District vehicle is inoperable, contact Fleet Maintenance for instructions (during and after work hours emergency telephone numbers are kept in the vehicle glove compartment).

3. A District accident report form is located in the glove compartment of each District vehicle or available from Fleet Maintenance. An accident report form shall be filled out immediately by the vehicle driver or their supervisor if the driver is unable to do so because of injury. The completion of the accident report form is to provide information regarding the other vehicles in the accident, drivers or property involved, witnesses, weather conditions, road conditions, names, phone numbers, addresses, and insurance policy of the other party, and other pertinent information. The accident form shall be given directly to Human Resources immediately.
4. In the event a driver or passenger is injured while driving or riding in a District vehicle on official District business, the injured employee should receive medical treatment. The incident should be immediately reported to the injured party's supervisor. If the injury is serious or life threatening, the injured party should be taken to the nearest hospital by ambulance. If the injury is not serious or life threatening, the injured party should be seen by the District's recognized occupational medical providers, unless a personal physician has been pre-designated. The injured party's supervisor will complete the On-the-Job Injury form and turn it in to Human Resources for processing.
5. In the event of an accident, covered employees subject to DOT policies and procedures shall be required to take a drug and alcohol test if the employee receives a citation for a traffic violation arising from the accident or if the accident involves the loss of life. Drug and alcohol testing procedures can be found in the DOT Drug and Alcohol policy. Both covered and non-covered employees are also subject to all drug and alcohol testing as detailed in MSWD's Drug and Alcohol Policy, including post-accident testing, as appropriate.

Citations – A copy of the citation and/or a report of an accident must be submitted to the HR department/supervisor within 24 hours unless doing so is impossible or impracticable. Failure to comply with this requirement will subject the employee to discipline.

G. Refueling and Washing
    1. District vehicles should be refueled at District owned fueling stations. All District vehicle and equipment fuel tanks shall be full at the end of each workday. When traveling in a District vehicle outside the District's boundaries and refueling is required, use personal funds and request reimbursement.
    2. District vehicles shall be washed at the District Corporation Yard. The interior of all District vehicles shall be kept clean and free of trash and debris.
H. GPS Tracking Policy
    1. Purpose – This policy governs Mission Spring Water District's (District) use of Global Positioning System (GPS) tracking devices installed in vehicles/equipment (vehicles) owned, leased or rented by the District that are used by its employees

while performing District business. District vehicles shall be operated in compliance with all applicable Federal, state, and local laws and ordinances.

The purpose of the policy is to ensure the safe operation of District vehicles, including ensuring that the District is aware of operators' locations, particularly those working alone or in remote areas, and ensuring that operators comply with all vehicle codes and rules regarding operation. The policy will also allow the District to track the location of its property, better respond to claims involving District vehicles, improve customer service, maintain accurate time records, and reduce insurance costs. This policy is not intended to be punitive or used solely to monitor individual employees, although unsafe and unauthorized vehicle usage may lead to disciplinary action.

2. Vehicle Monitoring – GPS devices transmit data to the District via the Verizon Connect system and send information back to a fleet management system via cellular 3G, 4G, LTE, CDMA or satellite networks. Verizon Connect can also send push notifications, including but not limited to, alerts of excessive speed or locations outside service or work area, to District staff. The Verizon Connect system will also include fleet maintenance software to notify District staff when vehicle diagnostic trouble codes are triggered and to guide operators through vehicle inspection reports, including providing operators the ability to add/attach notes and photographs.

   Vehicle information such as location, speed, and route tracking will be collected 24 hours a day. Other information related to vehicle maintenance will also be collected and stored in the electronic tracking system. The data collected through Verizon Connect will be stored in the Verizon cloud. District staff can access the data by logging into its Verizon Connect Portal. Access to the data maintained on Verizon Connect --- other than location --- will be limited to authorized personnel, subject to the District's discretion. The District reserves the right to make the location of District vehicles known to all District employees for the purpose of being able to expeditiously respond to emergencies by immediately locating the whereabouts of its vehicles and their proximity to District assets located throughout the District's territory. Employees are advised that other employees may also be able to see the location of District vehicles if they are logged into the Geoviewer app.

   The District will actively review and/or monitor the GPS data depending on the circumstances, including, but not limited to post-accident analysis, complaint research, stolen vehicle recovery, productivity/operational evaluation to dispatch/reroute equipment, or to respond to emergency situations. The data may be used in conjunction with other District software.

District has the right to monitor employee locations via the GPS tracking device as long as the employee is operating a District vehicle, and employees should have no expectation of privacy with respect to the use of District vehicles. Employees are not to use District vehicles for personal business.

3. Employee Responsibilities – The presence of the GPS device does not relieve the employees of their responsibility to inspect their assigned vehicles as required or to immediately report to their supervisors any damage or other issues with the vehicles, including with the GPS device. It is the employees' responsibility to operate any District vehicle assigned to them in a safe manner, compliant with all Federal and state driving regulations.
4. Device Tampering – Any tampering or attempts to remove or disable the GPS tracking device is prohibited and constitutes grounds for immediate discipline, up to and including termination.
5. Disclosure of Records – The Public Records Act may require that the District disclose specified public records. In response to a request for disclosure, it may be necessary to examine GPS records to determine whether they are public records that are subject to disclosure. The District may also be required to produce information obtained from the GPS system pursuant to court order, subpoena or statute. Therefore, employees are reminded that they should not have any expectation of privacy with respect to the manner and method with which they operate a District vehicle or the location of the vehicle.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Chapter 3.04 – HOURS OF WORK, HOLIDAYS, AND LEAVE

Section 3.04.010 - Hours of Work, Overtime, Compensatory Time, and Standby Time (Rule 22)

A. Work Week – A regular schedule of forty (40) hours in a seven (7) day period, based on the employee's regular 9/80 or other established work week, the scheduling of which may vary from time to time based on the workforce needs of the District as determined by the General Manager; but no modification of the work schedule may impose additional financial burden on the District. A 9/80 workweek is when an employee works eight 9-hour days and one 8-hour day in a two-week period with one day off every other week that corresponds with the 8-hour day. The General Manager or his designee shall assign each employee of the District a regular work week. Each workweek begins on a Friday mid-shift with 4 hours and ends on a Friday mid-shift with 4 hours worked.

B. Work Schedules – Every employee shall have an approved work schedule, which is established by Human Resources and approved by the Appointing Authority. Management reserves the right to set schedules to accomplish the work tasks of the District. No alternative work schedule shall be proposed or approved which imposes an additional financial burden on the District for overtime or otherwise.

   1. Commute time during regularly scheduled workdays will not be compensated.

C. Pay Periods – All employees shall be paid every two (2) weeks. A pay period is fourteen (14) consecutive days. Week 1 starts on a Friday mid-shift with 4 hours and shall end on a Friday mid-shift with 4 hours worked in Week 2. This provides for 40 hours within each workweek. For example, an employee who is regularly scheduled to work Monday through Thursday from 7:30 a.m. to 5:30 p.m. and alternating Fridays from 8:00 a.m. to 5:00 p.m. with a one (1) hour meal period, this employee's workweek begins at 12:00 p.m. on Friday and ends two (2) weeks later on a Friday at 11:59 a.m. In this example, the employee works nine (9) hour workdays Monday through Thursday, and eight (8) hour workday on alternating Fridays (beginning of the pay period), and has alternating Fridays off. Step increases or promotions shall be effective at the beginning of the pay period in which they fall.

D. Overtime

1. Overtime Definition and Rates of Pay – All nonexempt employees will receive overtime pay in accordance with applicable law for all hours worked over their regularly scheduled hours pursuant to the 9/80 workweek adopted by the District, i.e., all hours over forty (40) hours per week.

   Overtime will be computed on actual minutes worked, adjusted to the nearest 15-minute increment.

   Those hours that are actually worked, approved scheduled vacations days, optional holidays, and District holidays are counted to determine an employee's overtime pay. An "approved scheduled" vacation day or optional holiday is a day that has been scheduled and approved two weeks in advance. Certain types of pay are excluded from the calculation of employees' regular rates of pay for purposes of determining the number of overtime compensation due because they are payments made for periods when no work is performed. Those types of pay include: vacation (where less than two-week notice was given), sick, reporting time, jury duty, pay for bereavement leave, and/or discretionary bonuses.

   There may be exceptions to the above overtime computations for nonexempt employees who are subject to an Alternative Workweek Schedule.
2. Makeup Time – Nonexempt employees may make up work time that is or would be lost as a result of personal obligations if the time is made up during the same workweek in which the work time is lost. A nonexempt employee will be permitted to make up work time only if the employee submits a signed written request to make up the lost time and the employee's direct supervisor approves the request in advance. Nonexempt employees will not be paid overtime for performing makeup work unless they work more than 11 hours in a workday or more than 40 hours in the workweek.
3. Prior Authorization Required

a. Prior authorization for overtime is required. Employees may not work outside of scheduled working hours or during unpaid meal periods, without the prior written authorization of a supervisor.
b. In certain limited situations, overtime may be authorized retroactively. Overtime may be authorized under the following circumstances:
    i. In emergency situations (generally caused by inclement weather or disaster).
    ii. To complete projects which are begun one day and would be difficult, awkward or impossible to complete during regular working hours the next day.
    iii. In situations where a job completion is deemed essential by the Department Head or General Manager.

4. Overtime Pay for Call Back or Requirement to Work on Regularly Scheduled Vacation Days or District Holidays – Non-exempt employees called from home to perform overtime work or required to work on a regular District holiday or on a scheduled vacation day, shall be entitled to overtime compensation at the rate of 1.5 times the employees' regular rates of pay for all overtime hours worked on call back and for all hours worked on a regular District holiday or a scheduled vacation day. For purposes of this paragraph, "regular District holiday" shall mean either a regularly scheduled District holiday or the day on which the employee is authorized to observe the regularly scheduled District holiday. For example, if the District authorizes an employee to observe Christmas Day on December 24th, the employee will be compensated at 1.5 times the employee's regular rate if the employee is required to work on December 24th.
5. Compensatory Time – Nonexempt employees may elect to accumulate compensatory time in lieu of overtime pay. Compensatory time will be calculated at the rate of one and one-half (1.5) hours for every hour of overtime worked. Once compensatory time has been converted from overtime at one and one-half (1.5) hours, it will be treated as regular pay when used and will be paid out at the employee's regular rate of pay. Employees may accrue up to a maximum of 40 comp time hours. Any time accrued over 40 hours will be paid during the next available pay period with no more additional comp time permitted until the accrued time is used. Employees may request a pay out of accrued but unused compensatory time at any time during the year. Additionally, unused compensatory time will be paid out upon termination pursuant to the FLSA. Compensatory time may be used with prior approval from the employee's supervisor. Request for use of compensatory time will be permitted as long as it does not unduly disrupt the district's operations.

E. Standby Time – Standby means a period of time outside an employee's regularly scheduled work hours during which the employee is required to remain available (on-call) for emergencies, after-hour customer calls, monitoring of the SCADA system via computer

and responding to alarm calls. The on-call period is to be determined by the employee's direct supervisor. The supervisor shall be responsible for preparing an on-call schedule. To the extent feasible, given the work force available, exempt employees shall not be placed on the on-call roster. In the event that an employee does not wish to serve standby time, with the supervisor's consent, the employee may be excused if another worker volunteers to serve in the employee's place. This rule does not apply if the employee seeking to be excused is on sick leave.

Other than the response time described below, the standby employee is free to use the off-duty time without restriction. The employee shall carry a District issued mobile phone, as determined by the District, while on standby. The employee is expected to respond to a call for service between 30 to 45 minutes from receipt of the call; however, such time may be extended upon mutual consent of the employee and Supervisor.

All time spent on call-backs during a standby period is compensable. Time worked includes a reasonable time for travel both to and from the worksite. If while on standby, the employee engages in work (i.e., responds to a call), all time spent by the employee performing his or her job duties or otherwise responding is compensable time and must be paid. Employees must keep accurate records of time worked while on call and report such time to the District. The reporting obligation includes the amount of time it took the employee to respond to the call even if it is determined that no service is required.

When on standby, the employee is entitled to receive the minimum standby pay in addition to overtime pay. The minimum standby compensation is 1.5 hours overtime calculated based on the employee's regular rate for each day of standby duty served Monday through Friday, 3.0 hours calculated based on the employee's regular rate for each day standby duty is served on Saturday, Sunday, District holidays and on the employee's schedule day off under the 9/80 schedule, and 6.0 hours will be calculated based on the employee's regular rate of pay for Thanksgiving Day and Christmas Day only. In addition to the minimum compensation set forth above, each employee on standby is entitled to overtime pay at the applicable rate for time worked.

The following two groups of employees at the District are requested to perform standby duties:

1. Group 1 employees, consisting of construction/maintenance, wastewater and service employees, receive calls via a District issued mobile phone. Group 1 employees use a District vehicle to travel to the worksite, analyze the issue(s) and make the necessary repairs. Group 1 employees receive overtime pay at the applicable rate for the hours worked, including travel time and responding by telephone, in addition to the standby minimum pay. Group 1 employees serve on standby for a 7-day period.
2. Group 2 employees, consisting of production employees, or other employees designated by the General Manager, receive calls for service via a District cell phone. When an alarm sounds, the Group 2 employee logs into the District issued laptop computer or tablet, with mobile internet access, resets the alarm and/or

makes another type of adjustment. In addition to the minimum standby pay, for each call that requires a Group 2 employee to log into the computer, the Group 2 employee is compensated a minimum of fifteen (15) minutes of overtime pay. The employee shall report to the District the number of calls to which he/she responded during the standby shift, in addition to the time worked on each call by the employee. In addition to the minimum standby pay, the employee shall be compensated a minimum of fifteen (15) minutes for each call, and all time in excess of 15 minutes per call, at the applicable overtime rate.

F. Employees on Modified Duty – Employees on modified duty/restricted duty cannot pull overtime, stand-by or call-back duty until the modified duty/restricted duty has been removed and/or lifted by the treating physician. The treating physician must forward a letter to Human Resources or to the employee's supervisor that the employee's condition is resolved and that he or she is permanent and stationary and can perform all the functions of his or her job.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-17, 07-20-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-05, 03-20-2023; Res. No. 2024-18, 06-17-2024)

Section 3.04.020 – District Paid Holidays (Rule 23)

A. Observed Holidays – With the exceptions provided herein, holidays for employees covered under these Rules shall be as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King, Jr. Day)
3. Third Monday in February (Presidents' Day)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. November 11 (Veterans' Day)
8. Fourth Thursday in November (Thanksgiving Day)
9. Fourth Friday in November (The Friday following Thanksgiving Day)
10. December 25 (Christmas Day)

In addition, the District recognizes that employees celebrate many holidays that are not recognized by the District. Therefore, after six (6) full months of service in the initial calendar year of employment for new employees, and at the beginning of each calendar year for regular employees, a credit of twenty-seven (27) hours of Optional Holiday benefits are given. These hours can be used at the employee's option with prior approval of the employee's supervisor. Employees may only have a maximum of 27 hours of Optional Holiday benefits. At the beginning of each calendar year, employees who have less than 27 hours of Optional Holiday benefits will be provided with additional benefits to bring their benefits back up to the maximum of 27 total hours for the year. No employee may have more than 27 hours of Optional Holiday benefits each calendar year.

B. Holidays on Weekend Days – Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday will be observed on the preceding Friday.
C. Part-Time Employees – Temporary part-time employees regularly assigned to work twenty-seven (27) hours or less are not entitled to holiday pay.
D. Religious Observances – Any employee may attend religious observances with prior approval from his/her supervisor. Such time will be charged against accrued vacation or other accrued leave, as available.
E. Probationary Employees – Probationary employees shall be granted holidays as they fall within the probationary period.
F. Seasonal and Emergency Employees – Seasonal and emergency employees shall not receive holiday pay.
G. Temporary Full-time Employes – Temporary full-time employees are eligible to receive pay for District closed holidays in Section A above.
H. Leaves of Absence – Employees who are on approved leave of absence when a holiday occurs will not receive pay for that holiday.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2023-05, 03-20-2023)

Section 3.04.030 – Attendance, Leaves, Reports, and Records (Rule 24)

A. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. Any unauthorized absence may be cause for disciplinary action, up to and including discharge from employment. An authorized absence is one that has been approved by a Supervisor in writing prior to the absence, unless prior authorization was not possible due to an emergency.
B. All departments shall keep daily attendance records of employees which shall be reported to Human Resources in the form and on the dates he/she shall specify. An employee who is absent from work for a period of four days or more, without authorization, may be subject to discipline, up to and including separation from employment with the District on the basis of job abandonment.
C. Repeated lateness will also subject an employee to discipline, including suspension and possible termination.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.04.040 – Vacation Leave (Rule 25)

A. Vacation Accrual – All regular, full-time employees, including probationary employees, shall accrue vacation days commencing on their first day of employment, according to the following schedule, and with the exceptions noted below.

Years of Service	Vacation Hours
1st through 5th year	96 hours
6th through 10th year	136 hours

11th through 15th year	160 hours
16th year and beyond	184 hours

Vacation leave shall accrue from the employee's date of hire. New, probationary employees may use accrued vacation after six (6) months of continuous employment with the District.

Part-time employees regularly assigned to work more than twenty (20) hours shall receive vacation pro-rated for the time worked as it compares to forty (40) hours. Part- time employees regularly assigned to work twenty (20) hours or less do not receive or accrue vacation leave. Seasonal, temporary and emergency employees do not receive or accrue vacation leave.

B. Vacation Postponement/Accrual – Supervisors should make an effort to ensure employees are taking timely annual vacations. The maximum vacation hours an employee can carry over at the end of the calendar year shall not exceed two (2) times the employee's current annual entitlement (calculated by multiplying the employee's bi-weekly accrual by 52). At the end of the calendar year, all hours over the maximum shall be cashed out. Alternatively, upon written approval by the General Manager, an employee may be allowed to carry over excess vacation hours provided such approval is obtained from the General Manager prior to the commencement of the succeeding calendar year.

   Any full-time regular employee who has been absent from work for at least 30 days will stop accruing vacation leave starting the 31st day of absence.

C. Holidays within Vacation Period – Holidays falling within the vacation period shall not be considered as part of an employee's vacation. Whenever a holiday falls within an employee's vacation period, an extra day may be added to his/her regular vacation period or used at the discretion of the employee with approval of the General Manager. Illness during a vacation period shall not be considered sick leave.

D. Scheduling of Vacation Leave – Each employee is required to take an annual vacation of seven consecutive days per calendar year. This requirement is effective beginning the first of January after the date of hire. This 7-day period can include weekends, holidays, vacation, optional, or exempt leave. Vacation leave will be taken at the convenience of the District. Employees must obtain prior approval of their vacation leave from their immediate supervisor and/or Department Head before utilizing vacation leave.

E. Personal Time – Personal need for time off from scheduled work shall be considered as vacation leave and will be paid to employee from accrued vacation balance.

F. Vacation Cash Out Procedure – Per calendar year, an employee may request any amount of vacation accrual they have on the books (to be paid at their current rate of pay), providing the employee has taken vacation according to Scheduling of Vacation Leave above.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2023-16, 07-17-2023)

Section 3.04.050 – Sick Leave (Rule 26)

In order to help prevent loss of earnings that may be caused by accident or illness, the District has established paid sick leave.

A. Eligibility – An employee qualifies to accrue paid sick leave under this policy upon the start of the employee's employment. In addition, employees may take paid sick leave accrued under this policy if they have worked for the District as a regular employee for at least 90 calendar days.

B. Leave Usage – Paid sick leave may be used for the diagnosis, care (including preventive care), or treatment of an existing health condition of an employee and certain family members of the employee.

   A family member includes a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling. For purposes of this policy, a "child" means a biological or adopted child, a foster child, a stepchild, a legal ward, or a child to whom the employee stands in loco parentis. Similarly, a "parent" under this policy means a biological or adoptive parent, a foster parent, a stepparent, an employee's legal guardian, a legal guardian of an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child.

   Additionally, employees may use sick days available to them each year to care for a “designated person” so long as the employee identifies that person at the time of requesting sick leave. The “designated person” does not have to be related to the employee by blood or have an association with the employee that is the equivalent of a family relationship. Employees may only care for a “designated person” once per 12-month period.

   Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

   Employees using paid sick leave must do so in minimum increments of 15 minutes, rounded to the nearest 15 minute. Employees will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. Finally, an employee will not be required to search for or find a replacement if the employee is taking paid sick leave under this policy.

C. Compensation for Sick Leave – Paid sick days ordinarily are paid at the employee's normal rate of pay earned during regular work hours. Employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated. The employee also will begin accruing paid sick leave upon re-hire (assuming the employee's bank is below the applicable cap). In

addition, if the employee is re-hired within one year from the date of separation, any number of days that the employee previously worked for the District will be credited toward the 90 calendar days that an employee must have worked for the District before being eligible to use paid sick leave under this policy.

D. Approval – If the need for paid sick leave is foreseeable (e.g., scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.

E. Non-Retaliation or Discrimination – The District strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources, supervisors, and/or department heads.

1. Sick Leave Accrual for Full-Time Regular Employees
    a. All full-time regular employees (including salaried employees) shall accrue paid sick leave at the rate of eight (8) hours per month (ninety-six hours per year), or major fraction thereof. Probationary employees shall accrue sick leave but may not utilize such leave during the first ninety (90) days of employment.
    b. An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission is deemed to work 40 hours per workweek, unless the employee's normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek.
    c. Unused accumulated sick leave may be carried over into the next calendar year, provided, however, an employee's accumulated sick leave does not exceed six hundred (600) hours.
    d. Annual Sell Back. Employees may receive compensation for unused sick leave, per calendar year as follows:
        i. If an employee has over one hundred forty-four (144) hours but less than six hundred (600) hours of accrued sick leave at the end of a calendar year, they may sell back up to 50% of the sick leave accrued that year minus the number of sick leave hours used that year. The employee may not sell back sick leave that would result in the employee having less than one hundred forty-four (144) hours of accrued sick leave.
        ii. An employee may choose, instead, to accumulate up to six hundred ninety-six (696) hours with the understanding that all hours earned over six hundred (600) by the end of the calendar year must be sold by the employee to the District.

iii. Compensation for unused accumulated sick leave will be made the second pay period in January of each year at the employee's current rate of pay. Sick leave for which the employee receives compensation will be deducted from the employee's accumulated total. If desired and eligible, in lieu of cash payment, the accumulated time may be added to the employee's vacation time at the discretion of the immediate supervisor and subject to approval by the General Manager.

e. At termination or retirement (per Minute Motion 2003-37). Employees hired prior to July 1, 2020, shall be compensated for fifty percent (50%) of unused sick leave at his/her termination in good standing or retirement, provided he/she has been employed by the District for at least ten (10) consecutive years; sixty percent (60%) after eleven (11) consecutive years of employment; seventy percent (70%) after twelve (12) consecutive years of employment; eighty percent (80%) after thirteen consecutive years of employment; ninety percent (90%) after fourteen consecutive years of employment; and one hundred percent (100%) after fifteen (15) consecutive years of service. Upon being compensated for accrued sick leave at time of termination or retirement, the employee shall be deemed to have no remaining accrued sick leave. Therefore, should employee be rehired within a year, there shall be no reinstatement of accrued sick leave.

f. At termination or retirement, employees hired on or after July 1, 2020 shall be compensated for ten percent (10%) of unused sick leave at his/her termination in good standing or retirement, provided he/she has been employed by the District for at least eleven (11) consecutive years; twenty percent (20%) after twelve (12)consecutive years of employment; thirty percent (30%) after thirteen (13) consecutive years of employment; forty percent (40%) after fourteen (14) consecutive years of employment; and fifty percent (50%) after fifteen (15) consecutive years of employment. Upon being compensated for accrued sick leave at time of termination or retirement, the employee shall be deemed to have no remaining accrued sick leave. Therefore, should employee be rehired, there shall be no reinstatement of accrued sick leave.

2. Sick Leave Bank for All Other Employees, Including Temporary, Extra Help, Part-Time, and Seasonal Employees, Who Work 30 or More Days within a Year

a. Temporary, extra help, part-time, and seasonal employees who worked 30 or more days in California within a year from when employment commences, shall be entitled to sick leave.

b. Employees who qualify for sick leave under this section are entitled to use accrued sick days beginning on the 90th day of employment. Temporary, extra help, part-time, and seasonal employees shall receive 40 hours of sick leave in their sick leave bank immediately upon commencement of employment. Unused sick leave at the end of the calendar year may not be carried forward and sick leave may not be cashed out. Thereafter, at the

beginning of each subsequent calendar year, the employee shall begin the year with 40 hours in their sick leave bank. In the event a temporary employee becomes a full-time regular employee, they will begin to accrue sick leave at the same rate as all other full-time regular employees without loss to their accrual bank.

3. Use of Sick Leave
    a. Observed holidays occurring during sick leave shall not be charged against an employee's accrued sick leave.
    b. If the District does not receive sufficient information from an employee regarding the reason for an unexpected and unscheduled absence, the unexpected and unscheduled absence will be deducted from the employee's accrued vacation unless the District and the employee agree otherwise. For purposes of this Section, "sufficient information" shall mean to provide the general nature of the request (e.g., doctor's appointment, treatment, care of a covered family member or "designated person," etc.). When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.
4. Supervisory Discretion to Relieve Employees from Duty – Supervisors shall have the discretion, with concurrence of the General Manager, to place employees on sick leave when, in the reasonable judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's essential duties. Unless the law provides otherwise, leave under these circumstances will be unpaid unless the employee elects to use available sick time.
    a. Unless it is determined that an employee was absent for a qualifying condition under controlling law (e.g., the HWHFA, FMLA, CFRA, etc.) the following shall apply:
        i. An employee taking three or more unauthorized sick leave days in one quarter will be subject to discipline at the discretion of the General Manager or his/her designee. ("Unauthorized" means leave that has not been previously approved by a supervisor or which does not constitute an appropriate use of sick leave in the discretion of management.) After employees have exhausted their allotment of sick days under the Healthy Workplace Healthy Family Act (HWHFA), any additional unauthorized absences may be subject to discipline on a case-by-case basis.
5. Effect of Absence on Vacation Leave – Sick leave shall not be granted to allow any employee to permit the extension of the employee's vacation. Any full-time regular employee who has been absent from work for at least 30 days will stop accruing sick leave starting the 31st day of the absence.

6. Sick Leave Use – General Rules and Procedure – When an employee is incapacitated from the performance of his/her duties for reasons that entitle him/her to the use of sick leave not otherwise governed or restricted by the federal Family Medical Leave Act ("FMLA"), the Healthy Workplaces, Healthy Families Act of 2014 (HWHFA), or the California Moore-Roberti Family Rights Act ("CFRA"), or other applicable provisions of State or Federal law, the following rules shall apply:
    a. The employee shall make an effort to notify his/her supervisor within thirty (30) minutes of the beginning of the workday that the employee is absent, if possible. If not possible, the employee shall provide notice as soon as possible. If the employee is unable to contact his/her supervisor, he/she shall make an effort to notify Human Resources of the absence.
    b. An employee shall be responsible for informing his/her supervisor of his/her health status until he/she returns to work.
    c. Sick leave benefits may be taken in 15-minute increments.
    d. An employee who is absent on sick leave for more than one (1) day shall keep his/her immediate supervisor informed as to the date the employee expects to return to work.
    e. When approved in advance, paid sick leave may be used to attend medical, dental, or optical examinations or treatments to the extent such appointments cannot be scheduled outside the workday.
    f. An employee on a leave of absence due to illness or injury must exhaust all other paid leave, including, but not limited to, vacation leave and administrative leave, before the leave may be taken without pay. This provision shall not apply to accrued compensatory time off.
    g. Sick leave shall run concurrently with all other health-related but non-sick leave benefits, including, but not limited to, leave for work related injuries.
    h. Sick leave shall be limited to one (1) of the following:
        i. Sick leave which does not qualify for benefits under the FMLA or CFRA, or other State or Federal law, shall be limited to the paid time accrued or authorized to be used pursuant to these Rules; or,
        ii. Sick leave which qualifies for benefits under the FMLA, CFRA, or other State or Federal law, shall be limited to a period of twelve (12) weeks during the twelve (12) month period starting from the date the employee's qualifying leave began, except that a longer period may be authorized for employees who establish a medical disability related to pregnancy, as provided in these Rules. The "date qualifying leave began" shall mean the date notice is given by the District that the leave is qualifying, or may be made retroactive to the date of the onset of the qualifying condition if the qualifying leave is later confirmed within fifteen (15) days after

a request is made by the District that certification of qualifying leave be provided by a health care provider.

i. Leave qualifying under the FMLA, CFRA or other State or Federal law for the employee's own serious health condition shall be exhausted concurrently with accrued paid sick leave or other sick leave qualifying under this sick leave policy. Such leave shall be confirmed by the employee in advance, where possible, or within fifteen (15) days after a request is made by the District that certification of qualifying leave be provided by a health care provider, on a form provided by the District.

j. The District coordinates benefits with State Disability, therefore an employee utilizing State Disability to supplement their income while away from work can never earn more, or not exceed the amount they would have regularly been paid by the District. If this occurs, the employee must reimburse the District all monies in excess of their regular pay from the first paycheck they receive from the District upon their return to work.

k. Any employee who is receiving Paid Family Leave benefits during a sick leave must exhaust up to 2 weeks of his/her accrued vacation benefits. Employees, at their discretion, may use any accrued but unused sick time.

l. Sick leave shall run concurrently with all other health-related but non-sick leave benefits, including, but not limited to, leave for work related injuries.

m. The District reserves the right to request fitness for duty certification if employee has been out on sick leave. Failure to provide such certification in response to the District's reasonable request may result in denial of reinstatement.

n. If an employee calls the District to report his/her absence for that same day due to a reason that qualifies for sick leave under this policy, the District will designate the absence as a sick day. If the reason for the absence does not qualify as a sick leave reason, the employee's supervisor will determine the appropriate designation for the absence.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-02, 01-16-2024)

Section 3.04.060 – Family Care Leave and Other Types of Leaves (Rule 27)

A. Introduction – The District provides:

1. Family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, in accordance with the California Family Rights Act ("CFRA") and the federal Family and Medical Leave Act of 1993, as amended ("FMLA").
2. Pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act ("FEHA").

3. Disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act ("ADA") or the FEHA; and
4. Leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact Human Resources.

B. Family Care, Medical, and Military Family Leave

1. Eligibility – To be eligible for family care, medical, and military family leave, an employee must (1) have worked for the District for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave; and (3) work at location with 50 employees or more within a 75-mile radius of the District's next closest facility.

   An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

   In the case of a pregnancy-related disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should contact Human Resources for clarification about his or her rights for other types of leave.

2. Permissible Uses

   a. Family care and medical leave may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child of any age, spouse, domestic partner, parent, grandparent, grandchild, or sibling, or (4) an employee's own serious health condition. Pursuant to California Government Code section 12945.2, "child" includes biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis; and "parent" includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Additionally, employees may take leave under the CFRA to care for a "designated person" who is an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship. Employees taking leave under the CFRA to care for a "designated person" must identify the "designated person" at the time of requesting the leave. Employees are limited to take leave to care for one "designated person" per 12-month period.

      i. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either (1) the individual being admitted to a medical care facility with the expectation that the or she will remain at least overnight, or (2) continuing

treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

ii. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

b. "Military exigency leave" may be requested when there is a qualifying military exigency arising out of the fact that an employee's spouse, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces outside of the United States. Qualifying military exigencies include the following:

i. *Short-notice deployment* where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the Regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.

ii. *Military events and related activities* where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.

iii. *Childcare and school activities* where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.

iv. *Financial and legal arrangements* where the employee may take leave to make or update financial or legal arrangements related to the covered service member's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or

appearing or acting on behalf of the absent service member in matters related to military benefits.

v. *Counseling* where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.

vi. *Rest and recuperation* where the employee may take up to fifteen days of leave to spend time with a covered service member each time the service member is on short-term rest and recuperation leave during the period of deployment.

vii. *Post-deployment activities* where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered service member.

viii. *Parental leave* where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for the leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (1) to arrange for alternative care for the parent; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent of the military member to a care facility; or (4) to attend a meeting with staff at a care facility for the parent.

ix. *Additional activities* where the employee may take leave to address other events that arise out of the call to active duty as the District and the employee may agree as to both timing and duration.

c. "Military caregiver leave" may be requested to care for a covered service member if the employee is the covered service member's spouse, child, parent, or next of kin. For purposes of this leave, a covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

3. Substitution of Paid Leave – Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care, medical leaves, and military leave. Employees on leave for occupational injuries may elect to substitute paid leave for any portion of unpaid leave.

Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee or for other types of family care leave. Employees are required to substitute sick leave only for the employee's own medical leaves. During the time an employee is receiving Paid Family Leave benefits, he/she will be required to exhaust up to 2 weeks of accrued and unused vacation benefits, and employees, at their discretion, may use any accrued and unused sick leave.

4. Amount of Leave
   d. Family Care, Medical, and Military Caregiver Leave – Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee's leave commences.

      Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. (See below). Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.
   e. Military Caregiver Leave – Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

      Spouses who are both employed by the District may take a maximum combined total of 26 weeks in the 12-month period for the care of the service-member and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service-member.
   c. Intermittent Leave – Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the District's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two

weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Exigency leave also may be taken intermittently or on a reduced schedule.

5. Leave's Effect on Pay – Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

   Employees also may be entitled to Paid Family Leave (PFL) benefit payments for up to eight (8) weeks in any twelve-month period during leave to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. To the extent possible, PFL benefits must run concurrently with family care leave and do not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

6. Leave's Effect on Benefits – During an employee's family care, medical, and military family leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

   Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

   If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the District can recover any health plan premiums paid by the District on the employee's behalf during any periods of the leave.

   With regard to other employee benefit plans consisting of disability insurance plans, pension and retirement plans, and supplemental unemployment benefit plans, the District will continue to pay for the employee's participation in such plans to the same extent and under the same conditions as apply to other leaves that are not family care, medical and military family leaves. Specifically with regard to unpaid leaves under this policy: An unpaid leave taken for an employee's own

serious health condition will be treated like other unpaid disability leaves; unpaid leaves taken for other qualifying family care or medical purposes will be treated like other unpaid personal leaves offered by the District. Under any circumstances, however, leave taken for family care or medical leave or military family leave will not be treated as a break in service and will not result in the loss of seniority--even if other paid or unpaid leaves count as a break in service or result in a loss of seniority, or for layoffs, recalls, promotions, job assignments, or seniority-related benefits. Nor will the use of family care, medical or military family leave result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Accrual of sick and vacation benefits stop after 30 continuous days of absence and will resume when employee returns to work.

Employees will be placed on COBRA if employees exhaust their FMLA, CFRA, and PDL leaves and fail to return to work performing the minimum number of hours required to be eligible for health insurance.

7. Procedure for Requesting Family Care, Medical and Military Family Leave
    a. Notice Requirements – Employees must notify Human Resources of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting District operations and may be requested to reschedule the treatment so as to minimize disruption of the District's business.

        If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

        All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the District if the

requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, the District reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if an employee has a disability, he or she may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leave, please contact Human Resources.

Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, the District will provide a reason for the ineligibility.

b. Certification – Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service-member. Employees generally must provide the required certification within 15 calendar days after the District's request for certification. For foreseeable leave, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

   The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

   The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement

that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, the District may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

The District has developed forms for use in obtaining medical certifications that satisfy the requirements of this policy. For military caregiver leave, the District will accept Invitational Travel Orders (ITOs) Invitational Travel Authorizations (ITAs) in lieu of its medical certification form. Where leave is related to a covered veteran's serious injury or illness, the employee may also submit documentation of enrollment in Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the District to support the employee's leave request.

Where permitted by law, if the District has a good-faith, objective reason to doubt the validity of the medical certification provided by the employee, the District may require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

8. Designation of Protected Leave – Once the District has enough information to determine whether the leave is FMLA-qualifying, the District will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If the District determines that the leave is not protected, the District will notify the employee.

   If an employee on sick leave has been absent from work for four (4) days or more, the District reserves the right to designate the employee's absence as Family Care Leave.

9. Recertification – The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the District with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, the District may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.
10. Return to Work Certification – Where the leave is for the employee's own serious health condition, the District requires employees to provide medical certification that he or she is released to return to work and able to do so. The District may delay restoring the employee to employment or terminate the employee without such certificate.
11. Leave's Effect on Reinstatement – Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. The District may deny reinstatement to employees who are among the highest paid ten percent of all employees employed by the District within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the District's operations. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The District will comply with all applicable laws pertaining to reinstatement of employees, including, where required, the reasonable accommodation of employees who have been on an approved leave.

    The District complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions or would like further clarification about your rights under the FMLA or other

types of leave, please contact Human Resources. Separately, employees may file complaints of claimed violations of CFRA with the Civil Rights Department (CRD) which is authorized to investigate such complaints. For more information, visit the CRD's website at https://calcivilrights.ca.gov/.

C. Pregnancy-Related Disability Rights

1. Leaves of Absence, Accommodations, and Transfers – Any employee who is disabled by pregnancy, childbirth, or related conditions may take a Pregnancy-Related Disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under Section II of this policy (Family Care, Medical and Military Family Leaves). Pregnancy-Related Disability Leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

   Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the District with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.
2. Substitution of Paid Leave for Pregnancy-Related Disability Leave – An employee taking Pregnancy-Related Disability Leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for Pregnancy-Related Disability Leave does not extend the total duration of the leave to which an employee is entitled.
3. Leave's Effect on Benefits – During a Pregnancy-Related Disability Leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee continued in employment continuously for the leave period.

   Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid sick leave is substituted for any portion of the leave that is unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

   The District may recover from the employee the premiums that the District paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking (i.e., has transitioned over to) leave under the California Family Rights Act, unless the employee chooses not to return after the CFRA leave, in which case the District can recover such premiums; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability Leave, unless the employee

chooses not to return after the Pregnancy-Related Disability Leave, in which case the District can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave, in which case the District can recover such premiums, or (iv) other circumstances beyond the employee's control.

It is the District's policy that, similar to other unpaid leaves, during any unpaid portion of a Pregnancy-Disability Leave, employees will accrue employment benefits, such as sick leave, vacation leave, and seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Employee benefits may be continued during the unpaid portion of the Pregnancy-Disability Leave according to the provisions of the District's various employee benefit plans.

4. Return to Work Certification – Consistent with the District's practice for other employees returning from a disability leave for reasons other than pregnancy, the District requires that an employee returning from Pregnancy-Related Disability Leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties.
5. Leave's Effect on Reinstatement – Employees returning from Pregnancy-Related Disability Leave generally are entitled to be reinstated in the same position, subject to certain conditions, and consistent with applicable law.
6. Other Terms and Conditions of Leave – The provisions of the District's Family Care, Medical and Military Family Leave policy regarding the leave's effect on pay, notice requirements, medical certification requirements also apply to all Pregnancy-Related Disability Leaves, as well as requests for pregnancy-related reasonable accommodations and transfers. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

D. Reproductive Loss Leave
   1. Eligibility – Employees are eligible for reproductive loss leave if they have worked for the District for at least 30 days prior to the leave’s start and suffer a qualifying event.
   2. Reproductive Loss Qualifying Events – Employees are entitled to reproductive leave if they suffer a reproductive loss qualifying event, which is the day, or the final day for a multiple day event, of any one of the following:
      a. Failed adoption: The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
      b. Failed surrogacy: The dissolution or breach of a surrogacy agreement or the failed embryo transfer to the surrogate. This event applies to a person who would have been a parent to the child born of the surrogacy.

c. Miscarriage: Miscarriage by an employee, by the employee's current spouse or domestic partner, or by another individual if the employee would have been a parent as the result of the pregnancy.
d. Stillbirth: Stillbirth resulting from an employee's pregnancy, the pregnancy of an employee's current spouse or domestic partner, or another individual if the employee would have been a parent as a result of the pregnancy.
e. Unsuccessful assisted reproduction: An unsuccessful round of intrauterine insemination or of an assisted reproductive procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to an employee, the employee's current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy.

3. Leave Usage – Employees shall be entitled to take up to 5 unpaid days of reproductive loss leave following a reproductive loss qualifying event (defined above). If an employee experiences more than one reproductive loss qualifying event within a 12-month period, the District shall not be obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period.

   Reproductive loss leave does not have to be consecutive but, if leave is not taken consecutively, it must be completed within 3 months of the qualifying event.

   Employees may elect to substitute any accrued but unused paid vacation, personal leave, or sick leave for unpaid reproductive loss leave.
4. Confidentiality – The District shall maintain the confidentiality of any employee requesting leave under this policy. Any information provided to the District in order to support the need for reproductive loss leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel as necessary or as required by law.
5. Coordination with California Family Rights Act - If, prior to or immediately following a reproductive loss qualifying event, an employee is on or chooses to go on leave pursuant to the California Family Rights Act or any other leave entitlement under state of federal law, the employee shall complete their reproductive loss leave within 3 months of the end date of the other leave.
6. Non-Retaliation or Discrimination - The District strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using reproductive loss leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources.

E. Other Disability Leaves – In addition to medical or pregnancy-related disability leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under of this policy.

Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, disability leave will be considered to be a medical leave.

If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the Human Resources Department.

F. Other Leaves of Absence – The District also grants eligible employees leaves of absence for military leave, jury or witness duty, certain court appearances, appearances at school or daycare activities, emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel, to vote in a statewide election, for bereavement leave, for leave related to domestic violence, crime victims leave, or leave for the donation of an organ or bone marrow. Unless otherwise required by law, employees will not be paid for such leaves of absence.

Employees wishing to take a leave of absence for one of these reasons should refer to the procedures outlined below or contact.

1. Military Leave of Absence – The District will grant employees a military leave of absence to the extent required by applicable federal and state law. Any public employee who is on temporary military leave of absence for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity…, provided that the ordered duty does not exceed 180 days…is entitled to receive his or her salary or compensation as a public employee for the first 30 calendar days of any such absence. In order to receive pay during the military leave, the employee must have worked for the public agency for a period of at least one year immediately prior to taking the leave.
2. Military Spouse Leave – Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the District with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the District certifying that the military member will be on military leave from deployment.

3. Jury and Witness Duty – The District will provide full-time regular and probationary employees paid time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The District will also provide full-time regular and probationary employees with unpaid time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order.

   In accordance with California Code of Regulations section 599.672, employees who receive jury or grand jury service pay from the District may not also receive jury service fees from the State. Said Employees shall complete and submit a Government Waiver Form ("Waiver") to the jury clerk which will stop the jury payment from the State. The employee shall give a copy of the Waiver to the District.

   Employees are required to provide reasonable advance notice of the need for jury/witness leave. Employees also are expected to report to work each day or portion of a day they are not performing jury/witness duty.

4. Leave for Educational/Daycare Purposes – Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight hours in any calendar month, to:
   a. Participate in the activities of schools or licensed child daycare facilities attended by their children.
   b. Find, enroll, or reenroll their children in a school or with a licensed child care provider, or.
   c. Address a child care provider or school emergency (ie., the school or child care provider requested that the child be picked up, there is a behavioral or discipline problem with the child that needs to be addressed with the school or child care provider, there is a closure or unexpected unavailability of the school or child-care provider, or that there is a natural disaster, such as an earthquake or fire, requiring that the child be kept home or picked up from the school or child care provider). Leave for this purpose will be limited to 8 hours per month.

   Employees eligible for such leave are parents, stepparents, foster parents, grandparents, guardians, or persons who stand in loco parentis (in the place of a parent) to a child.

Employees must substitute accrued vacation for purposes of a planned absence under this policy.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the District at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The District reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

The District prohibits discrimination against an employee for taking time off under this policy.

5. Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel – Employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel (which includes an officer, employee, or member of a disaster medical response entity sponsored or requested by the State). Such employees also are entitled for leave of up to 14 days per calendar year to attend fire, law enforcement, or emergency rescue training. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay.

   Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training..

   The District prohibits discrimination against an employee because he or she takes time off under this policy.
6. Voting Time Off – Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.
7. Bereavement Leave – Employees who have been employed with the District for at least 30 days and who are compelled to be absent from work because of the death of the employee’s parent, including biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child, grandparent, sibling, sister-or brother-in-law, spouse, registered domestic partner, child of any age, including biological, adopted, or foster child or stepchild, a legal ward, or a child of an employee or the employee’s registered domestic partner, or a person to whom the employee stands

in loco parentis, or grandchild, the employee may take up to five (5) days leave to attend the funeral or memorial services. The five (5) day leave shall be as follows:

a. Employees are allowed a maximum of three (3) days paid bereavement leave.
b. If the employee has accrued at least eighteen (18) hours of unused sick leave, the employee may substitute two (2) paid sick leave days for any unpaid portion of bereavement leave, and the two (2) days will be deducted from accrued leave entitlement OR employees may take an additional two (2) unpaid bereavement days if the employee does not have enough accrued sick leave.
c. Additional time off may be granted by the General Manager.
d. The five days of bereavement leave do not have to be used continuously. They can be taken intermittently, but the entire leave must be completed within 3 months of the death of the eligible family member.
e. The District reserves the right to request documentation of the death of the family member, including a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. If requested, the documentation must be provided within thirty days of the first day of bereavement leave. The District will maintain the confidentiality of any employee who requests bereavement leave under this policy.
f. A leave to attend to the death of an individual not covered under the paid bereavement policy above may be granted as a short unpaid personal leave. Vacation or other accrued leave (except sick leave) may be substituted for the unpaid personal leave.

8. Leave Related to Domestic Violence, Sexual Assault, or Stalking – The District will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the District with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

   Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the "Sick Leave" policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

Also, the District will provide a reasonable accommodation for an employee who is a victim of domestic violence, sexual assault, or stalking, and who has disclosed that status to the District, if the employee requests an accommodation for his or her safety while at work. Such accommodations may include a transfer, reassignment, modified schedule, changed work telephone or work station, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization. The District will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation, and the District may request that the employee provide (i) a written statement, signed by the employee or someone acting on his or her behalf, certifying that the accommodation is for the purpose stated above, and (ii) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking. Every 6 months after the date of the previous certification, the District may request recertification of such status. The District will maintain certifications as confidential if it identifies the employee as a victim of domestic violence, sexual assault, or stalking, and will disclose such information only as required by law, or as necessary to protect the employee's workplace safety. The District will notify the employee before such disclosure.

The District prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

9. Crime Victims' Leave – The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The District requires that, where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the District with a copy of the notice within a reasonable time.

   No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

10. Leave for Organ and Bone Marrow Donation – The District will grant an employee the following leaves of absence for the purpose of organ or bone marrow donation:
    a. A leave of absence of up to five calendar days of paid leave in any one-year period for the purpose of donating the employee's bone marrow to another person.

b. A leave of absence of up to 30 calendar days of paid leave plus an additional 30 business days of unpaid leave in any one-year period for the purpose of the employee donating his or her organ to another person.

A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to Human Resources that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the District will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods.

Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the District will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The District may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

11. Personal Leave – A personal leave of absence without pay may be granted at the discretion of the District. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Any leave taken under this provision that qualifies as leave under the state and/or federal FMLA will be counted as family/medical leave and charged to the employee's entitlement of twelve (12) workweeks of family/medical leave in a twelve (12) month period.
12. Leave of Absence Without Pay – The General Manager, in his/her unrestricted discretion, may grant a regular non-probationary employee leave of absence without pay to tend to his/her private affairs or other matters for a period not to exceed one thousand forty (1,040) hours in duration. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request and must include the termination date of the leave. Upon expiration of a regularly approved

leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable period after notice to return to duty shall be deemed a discharge, effective the scheduled date of the employee's return. The depositing in the United States mail of a first-class letter, postage paid, addressed to the employee's last known address, shall be reasonable notice.

13. Exempt Leave - Exempt Employees – Exempt employees shall be granted thirty-six (36) hours of leave per fiscal year. Leave may be taken at any time on approval of the employee's supervisor or manager. Employees may not have more than 36 hours of Exempt Leave in any fiscal year. At the beginning of each fiscal year, the District will provide Exempt Leave benefits to employees who have less than 36 hours of Exempt Leave benefits in order to bring their total amount of benefits to 36 hours for the entire fiscal year.
14. Industrial Accident Leave and State Workers' Compensation – The District desires to allow an injured employee to supplement his/her Workers' Compensation Insurance earnings while the employee is unable to work due to an on-the-job injury. Workers' Compensation Insurance payments are for a maximum of two-thirds (2/3) of the employee's gross salary. The employee may supplement Workers' Compensation Insurance earning with accrued vacation, accrued compensatory time, administrative leave, floating holiday and/or sick leave in an amount not to exceed his/her normal gross salary when combined with any Workers' Compensation Insurance payments for the same period of time.

G. Coordination of Benefits – The District coordinates benefits with the State of California Disability Insurance (SDI) program and Paid Family Leave (PFL) program in order to ensure that employees receive up to 100% of their normal gross weekly wages during periods when they are unable to work due to their own non-work-related illness or injury, pregnancy or childbirth, to care for a seriously ill family member or to bond with a new child. Employees are required to use any accrued paid leave for any portion of unpaid leave during which the employee intends to receive SDI or PFL benefits. The District will pay employees, from their accrual balances, the balance between the amount they would ordinarily earn as regular wages and the SDI or PFL benefits they receive so that employees are made whole while they are unable to work.

   If employees qualify for and receive SDI or PFL benefits from the state, they must provide the District with the Notice of Computation (DE429D) containing the weekly benefit amount and the period covered by each period payment. Once the District receives this information from the employees, the District will make arrangements for the employees to receive wage replacement payments from the District that will supplement the SDI or PFL benefits and result in the employees receiving up to 100% of their normal gross weekly wages. In no event shall employees receive more money from SDI payments and District wage replacement benefits than their regular wages.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-02, 01-16-2024; Res. No. 2024-18, 06-17-2024)

Section 3.04.070 – Resignation and Job Abandonment (Rule 28)

A. Resignation
   1. An employee wishing to leave the competitive service in good standing shall file with the Department Head a written resignation stating the effective date and reason(s) for leaving, at least two (2) weeks prior to leaving the service, unless such time limit is waived by the Department Head with the concurrence of the Appointing Authority. Failure to give notice as required by this Rule shall be cause for denying future employment by the District. A resignation becomes final when accepted by the Appointing Authority. Once a resignation has been accepted by the Appointing Authority, it cannot be withdrawn.
   2. Upon acceptance of the employee's resignation by the Appointing Authority, the Appointing Authority may permit the employee to work through his/her effective resignation date, may place the employee on paid administrative leave until the effective resignation date, or may separate the employee immediately with payment of compensation calculated through the effective resignation date.
   3. Final Paycheck – An employee who voluntarily resigns will receive their final wages at the next scheduled pay date.

B. Job Abandonment – An employee is deemed to have resigned if the employee is absent for four (4) consecutive workdays without prior authorization and without notification during the period of absence.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2023-16, 07-17-2023)

Chapter 3.05 – EVALUATION, DISCIPLINE, AND GRIEVANCE

Section 3.05.010 – Performance Evaluations (Rule 29)

The District strives to provide employees with evaluations of their performance both as a means of recognizing effective performance as well as identifying areas that need improvement, as appropriate. Performance evaluations may be used, but are not required, as a basis for completion of probation, salary adjustments, promotions, training, and discipline. Performance evaluations may also include a period of performance probation associated with a performance improvement plan and heightened evaluation and counseling. Performance probation will not affect an employee's discipline and appeal rights, as provided in these Rules.

A. Probationary Employees/New Appointments – At six (6) months and/or prior to the end of the initial probationary period, the employee is eligible to receive, but is not guaranteed, a performance evaluation. The outcome of such employee evaluations will determine whether the employee is rejected, whether his/her probationary period is extended, or whether the employee is appointed as a "regular employee." These evaluations are also the means of determining the appropriateness of a merit increase at the end of the probationary period. After successfully passing the probationary period,

the employee will receive “regular employee” status, which includes being evaluated on a regular basis, based on the employee’s anniversary date. Failure to provide a probationary employee with a probationary performance evaluation shall not preclude the rejection of such employee during his/her probationary period. The District strives for probationary periods lasting a year. However, there will be instances in which a probationary period lasts longer. Probationary period ends when the supervisor takes affirmative steps to release the employee from probation. If a supervisor does not release an employee from probation, the probationary period will continue.

B. Probationary Employees/Promotional Appointments – An evaluation form will be completed prior to the end of the promotional probationary period to determine “release” to new position, extension of the promotional probationary period, or return to the former position if available.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-32, 12-19-2022)

Section 3.05.020 – Disciplinary Action (Rule 30)

A. Application – Employees shall be subject to discipline in accordance with the following provisions:
    1. Regular Employees – Except as otherwise set forth in these Rules, all regular employees of the District may be demoted, reduced in step, suspended or dismissed or otherwise disciplined only for cause.
    2. Probationary, Temporary, Seasonal, Emergency, and Part-Time Employees – Probationary, temporary, seasonal, emergency, and part-time employees are at-will employees and as a result may be demoted, reduced in step, suspended or dismissed without prior notice or cause, and without any right of appeal. As such, the provisions of this Rule 30 (Disciplinary Action) and Rule 31 (Appeal Procedure) shall not apply to such employees.
    3. Contract Employees – The General Manager, District legal counsel and other employees who have individual employment agreements with the District shall have only those rights that are specifically granted under the terms of their separate agreements, and those rights required by State and Federal law. Unless otherwise specified in the employment agreement or otherwise required by Federal or State law, a contract employee of the District is an at-will employee who serves at the pleasure of the Board of Directors. As such, a contract employee may be demoted, reduced in step, suspended or dismissed without prior notice or cause, and without any right of appeal, and the provisions of this Rule 40 and Rule 41, shall not apply to contract employees.
    4. Application – Reductions in pay or benefits which are part of a general plan to reduce salaries, wages or benefits, or to a general plan to eliminate positions or reduce services as determined by the Board of Directors of the District, shall not constitute disciplinary action, and as such, shall not be subject to this Rule or Rule - Appeal Procedure. Non-disciplinary demotions and placing an employee on administrative leave is not disciplinary action and this Rule 30 and Rule 31 do not apply.

B. Cause for Disciplinary Action – Discipline is intended to be imposed primarily for corrective purposes and to address deficiencies in work performance. Disciplinary action may be taken for cause. Cause for disciplinary action includes, but is expressly not limited to, the following. Any one cause listed shall be sufficient basis for disciplinary action.
    1. Willful misrepresentation of any information pertaining to District business or employment;
    2. Incompetency, i.e., inability to comply with the minimum standard required by an employee's position for a significant period of time;
    3. Inefficiency or inexcusable neglect of duty, including but expressly not limited to, failure to perform duties required of an employee within his or her position, failure to perform assigned tasks, or failure to carry out duties in a prompt, competent and responsible manner;
    4. Willful disobedience and insubordination, a willful failure to submit to duly-appointed and acting supervision or to conform to lawful orders or directions of persons in a supervisory position;
    5. Dishonesty;
    6. Being under the influence of alcohol or dangerous drugs or narcotics while on duty and/or while using District equipment; being impaired by alcohol or drugs, while on duty, which could affect the employee's ability to perform his/her job; or violating the District's Drug-Free Workplace Policy;
    7. Excessive absenteeism;
    8. Unexcused absence without leave;
    9. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave;
    10. Excessive and/or unauthorized tardiness or absence from employment;
    11. Violation of fire and/or safety standards;
    12. Unauthorized or improper use of District funds, equipment, records or other property;
    13. The conviction of either a misdemeanor or a felony of a nature that adversely reflects on the District or the employee's fitness to perform assigned duties, or which otherwise disqualifies an employee from being able to perform his or her duties. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* is deemed to be a conviction within the meaning of this Section;
    14. Discourteous treatment of the public or other District employees;
    15. Improper political activity, such as campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours, or in a District uniform on or off duty; the dissemination of political material of any kind while on duty and/or during working hours or in a District uniform; or the use of District equipment funds, equipment, records or other property while engaging in political activity;

16. Disorderly conduct, quarreling or fighting, or threatening any member of the public, a District employee or any District official;
17. Use of official position for personal advantage;
18. Inattention to duty, indolence, carelessness or negligence in the care and handling of District funds, equipment, tools, information systems, furnishings, furniture, data, records, documents, or other property;
19. Willful negligence or misconduct during work or in a District workplace which could endanger or has endangered the health or safety of that employee or others, or has caused damage to District funds, equipment, tools, information systems, furnishings, furniture, records, data, documents, or other property;
20. Sleeping or malingering while on duty;
21. Conduct unbecoming an employee of the District;
22. Mental or physical condition, impairment or disability, which renders the employee unable to perform the essential functions of his/her job, whether with or without reasonable accommodation (if disabled), or which renders the employee a direct threat to the health and/or safety of self or others;
23. Accepting outside employment not specifically authorized by these Rules;
24. Acceptance from any source of a reward, gift or other form of remuneration in addition to regular compensation to an employee for the performance of his/her official duties;
25. Refusal to testify under oath before any grand jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in District office is involved, which shall be grounds for immediate termination;
26. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the District or the employee's department;
27. Refusal to subscribe to any oath or affirmation which is required by law in connection with District employment;
28. Working overtime without prior authorization;
29. Actions incompatible with, or not in the best interests of public service;
30. Failure to follow or enforce safe working practices and/or failure to report an injury promptly;
31. Theft or personal use of District funds, records, equipment or other property;
32. Sexual or other unlawful harassment;
33. Unlawful discrimination or retaliation;
34. Failure to maintain prescribed records (i.e., falsifying, concealing, misusing, mutilation or removing District records or documents);
35. Willful concealment of pertinent information from supervisors;
36. Theft of property of others.
37. Failure to maintain satisfactory working relationships with other employees, District officials, or the public;
38. Misstatement or concealment of fact, whether in connection with the application process or otherwise;

39. Possessing a firearm or other dangerous weapons on District property or while conducting District business;
40. Physical abuse or threats directed at supervisors, coworkers or members of the public; any act or threat of workplace violence or fighting on the job; or any violation of the District's Workplace Violence Policy;
41. Failure or refusal to maintain grooming, clothing or uniform standards;
42. Non-compliance with any applicable conflict of interest provisions or code;
43. Unauthorized release or disclosure of confidential information from any District records, or unauthorized access into confidential information from District records;
44. Unfitness for duty;
45. Falsification of a timecard or other District records;
46. Violation of any provision of these Rules regarding use or operation of vehicles;
47. Violation of any other provision of these Rules, and any rules, policies, procedures, ordinances, or resolutions of the District or any department thereof, and any violation of any provision of State, Local or Federal law; and
48. Any other cause as determined by the General Manager from time to time. This list is not intended to be exhaustive, and other actions adversely affecting the District's ability to efficiently function may be grounds for disciplinary action up to and including dismissal.

C. Kinds of Disciplinary Actions. The following disciplinary actions may be taken by the General Manager or his/her designee:
    1. Minor Discipline
        a. Informal Counseling – For minor infractions, the employee will be counseled. If the situation does not improve within a reasonable period, depending on the seriousness of the infraction, the supervisor may repeat the measure or may use the next step in the discipline progression. The supervisor should keep a written record of the date and substance of the counseling session; but the record shall not become a part of the employee's personnel file unless the situation leading to the warning is not corrected or other repeated infractions occur, and more serious disciplinary procedures are deemed necessary.
        b. Verbal Reprimand – For repeated minor infractions or more serious infractions in the first instance, the employee may be issued a verbal reprimand. If the situation does not improve within a reasonable period (usually thirty [30] days, but the period may be more or less depending on the seriousness of the matter), the supervisor should keep a written record of the date(s) and substance of the counseling session(s); but the record shall not become a part of the employee's personnel file unless the situation leading to the reprimand is not corrected or other repeated infractions occur and more serious disciplinary procedures are deemed necessary.
        c. Written Reprimand – For more substantial infractions or repeated minor infractions, the employee may be issued a written reprimand. If the

situation does not improve within a reasonable length of time (the length will depend upon the seriousness of the issue), the supervisor may issue repeat reprimands. A copy of any written reprimand shall be placed in the employee's personnel file, and a copy provided to the employee, confirming that it has been placed in his/her personnel file. A record of informal counseling and verbal reprimands may also be included in the employee's personnel file at this time.

2. No Appeal of Minor Discipline – An employee may file a response to minor discipline, which will be placed in his/her personnel file, but the employee has no right of review or appeal, by grievance or otherwise.
3. Major Discipline
    a. Suspension – For serious infractions of the District Rules or for persistent failure to correct deficiencies noted in informal counseling and verbal and written reprimands, or short suspensions as defined in Subparagraph C.1, the employee may be suspended without pay.
    b. Reduction in Pay – For serious infractions of the District's Rules, an employee may be temporarily reduced in pay to a lower step within the salary range, in an amount up to five percent (5%), for a period of up to six (6) months.
    c. Demotion – For serious infractions of the District's Rules, an employee may be reduced from a position in one (1) class to a position in another class having a lower salary range.
    d. Dismissal – An employee may be discharged from District service for repeated infractions or immediately upon commission of a serious infraction.
4. Discipline During Probationary Period. An employee may be disciplined, without the right of appeal, at any time during the employee's initial probationary period after hire, reinstatement or re-employment. Imposition of discipline during an employee's probationary period shall not modify the at-will status of any such probationary employee.

D. Pre-disciplinary and Pre-deprivation Procedures – Major discipline or deprivation of employment benefits shall be taken in compliance with the following procedures:
    1. Relief from Duty – The District retains the right in any case to relieve an employee immediately from duty, pending investigation or Notice of Discipline, with pay until the effective date of such discipline as determined by the General Manager or his/her designee.
    2. Notice of Intent to Discipline or to Deprive Employee of Employment Benefits – Prior to issuance of a written order of major discipline or deprivation, as defined above, the appropriate authority shall give the employee a written notice of discipline or deprivation which sets forth the following:
        a. The intended disciplinary or deprivation action;
        b. The specific charges upon which the proposed action is based. Past disciplinary actions which may have a bearing on the disciplinary action or which support the severity of the penalty shall also be included;

c. A summary of the facts upon which the charges are based;
d. A copy of all written materials, reports or documents upon which the discipline is based;
e. The date, time and person before whom the employee may respond in no less than five (5) working days; and
f. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
g. The notice of proposed action must be in writing and signed by the employee's supervisor.

3. Additional Pre-disciplinary Response – If a supplemental or amended notice of discipline is given to an employee, the employee is entitled to respond to the supplemental or amended notice as set forth above.

E. Exclusions – In addition to suspensions under Major Discipline) a of this Rule, an employee may be suspended without prior written notice for more than ten working days in a pay period, in extraordinary circumstances when it is essential to avert harm to the public, other employees or to avert serious disruption of District business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of alcohol or illegal drugs or controlled substances, insubordination, commission of a crime involving moral turpitude punishable by imprisonment of one (1) year or more and disruption of the District's business through willful misconduct.

F. Order of Disciplinary Action – Upon expiration of the employee's time to respond to the notice of intent, the appropriate authority shall:
1. Rescind the proposed action based on the employee's response; or
2. Modify the intended disciplinary action; and
3. Prepare and serve upon the employee a final notice of disciplinary action or modified disciplinary action.

G. Final Order of Disciplinary Action – The final order of disciplinary action shall include the following:
1. The disciplinary action taken;
2. The effective date of the disciplinary action taken. The effective date of the discipline may be prior to the order, provided the circumstances warranted such immediate action;
3. The specific charges upon which the action is based;
4. A summary of the facts upon which the charges are based;
5. The written materials, reports and documents upon which the disciplinary action is based; and
6. The employee's right to appeal.

The order shall be signed by the appropriate authority. A copy of the order shall be personally served on the employee or sent by certified mail to the employee's last known address.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.05.030 – Appeal Procedure (Rule 31)

A. Notice of Appeal, Request for Hearing, and Answer to Charges – Any regular employee may appeal from the order imposing major discipline or other adverse employment action by filing with the General Manager a notice of appeal within ten working days of receipt of the order. The notice of appeal must state the employee's request for a hearing as well the grounds for the appeal and must include a written response to each charge.

B. Review of Appeal
   1. After receipt of the notice of appeal, the General Manager shall review the appeal and set the matter for a hearing. Hearings will be closed to the public unless the appellant requests in writing, prior to the hearing, that the hearing be open. Please be advised that the District must comply with the Ralph M. Brown Act's requirement that open hearings be included in a publicized agenda. Therefore, requests for open hearings that are received by the District less than three (3) working days prior to the hearing date may not be accommodated, resulting in the hearing being delayed.
   2. The General Manager may, in his/her sole discretion, elect to have the appeal heard by one (1) of the following methods:
      a. By the General Manager.
      b. By an appointed hearing officer, who shall present findings and a recommendation to the General Manager for a final disposition; or
      c. By an appointed disciplinary review board composed of three (3) members, including one (1) member selected by the General Manager, one (1) member selected by the employee, and a third member selected by the General Manager and the employee. The parties shall split the cost of the third member and shall bear the cost of their own hearing officer.

C. Purpose of the Hearing – The purpose of the appeal hearing is to determine the accuracy and the sufficiency of the fact's attendant to the disciplinary action.

D. Pre-hearing Conference – Prior to the hearing, the General Manager or hearing officer shall meet and confer with the parties to set the hearing date and to establish appropriate pre-hearing and hearing procedures, including, but not limited to:
   1. Compelling the attendance of District employees to testify at the hearing;
   2. Setting appropriate deadlines for the exchange of exhibits and witness lists as well as procedures regarding the identification of exhibits; and
   3. Establishing other guidelines, protocols, and procedures for the hearing as appropriate under the circumstances, taking into consideration the wishes of the parties, the complexity of the issues, and any other matter deemed relevant by the General Manager or hearing officer(s).

E. Hearing
   1. The Parties – The appellant and his/her representative and the District's representative shall attend the hearing. Failure of the appellant, with or without his/her representative, to appear in person at the time and place set for the hearing shall be deemed a withdrawal of the appeal unless otherwise excused by the General Manager.
   2. Rights – Each party shall have the right to:
      a. Choose a representative and be represented at the hearing;

   b. Testify under oath;
   c. Call witnesses and present documentary evidence;
   d. Question all witnesses and examine the evidence; and/or
   e. Argue the matter or issues presented.
3. Conduct
   a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.
   b. Witnesses shall be required to testify under oath and affirmation.
4. Record of the Hearing – A record of the proceedings shall be made and maintained by the District. The District may choose to make a mechanical or electronic record of the proceedings. Costs of preparing transcripts shall be borne by the requesting party.
5. Confidentiality – The hearing shall be closed to the public and shall not be a public record unless an open public hearing is requested by the appellant as set forth in this Policy.
6. Written Findings and Recommended Decision of the Hearing Body or Hearing Officer – If a hearing body or hearing officer is used, the hearing body or hearing officer shall render written findings and recommendations to the General Manager as soon after the conclusion of the hearing as practicable, and in no event, later than twenty (20) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made on each charge and/or material issue. The hearing body or hearing officer's decision may recommend the sustaining or rejecting of any or all of the charges filed against the employee, and may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. If the hearing body or hearing officer(s) recommend reinstatement of the terminated employee, and that recommendation is accepted by the General Manager, the employee shall only be entitled to backpay as set forth in the decision. At a maximum, the backpay shall be the amount of wages that would normally be incurred during the period of absence minus any sum the employee has earned elsewhere and minus any amounts attributable to delays caused by the employee in the hearing process. If a discharge is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.05.040 – Open Door Policy (Rule 32)

The District has a specific procedure detailed in the separate Policy Against Harassment that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category. Separately, the District has an Open Door Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The District believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, Department Head or Human Resources as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the District cannot guarantee that in each instance the employee will be satisfied with the result, the District will attempt in each instance to explain the result to the employee if the employee is not satisfied. The District will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern..

A. Internal Complaint Review Procedure – The purpose of this Internal Complaint Review Policy is to afford all employees of the District the opportunity to seek internal resolution of their work-related concerns. This policy is intended to supplement the Open Door Policy set forth in this Handbook/Manual, which states the District's philosophy that all employees have free access to their immediate supervisors or to other District supervisors of their choice to informally express their work-related concerns. As noted in the Open Door Policy, the District has a specific procedure detailed in its Policy Against Harassment that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category.
B. Procedure
    1. Filing of Complaint – Employees should file written complaints with the Human Resources Department or any supervisor or manager as soon as possible after the events that give rise to the employee's work-related concerns. The written complaint should set forth in detail the bases for the employee's complaint.
    2. Investigation – The Human Resources Department will date and log all written complaints and send the employee an acknowledgment that the complaint is under review.

       The Human Resources Department will investigate the complaint, meeting separately with the employee and with others who are either named in the complaint or who may have knowledge of the facts set forth in the complaint. The District will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

       On completion of the investigation, the Human Resources Department will orally report its findings and conclusions to the employee. If the complaint is resolved to the employees' satisfaction, the terms of the resolution should be recorded and signed by both the employee and a representative of the Human Resources Department.

C. Appeal – If the complaint is not resolved to the employee's satisfaction, the employee may submit a written request for review of the complaint to the General Manager. On completion of the appeal review, the employee should receive an oral explanation of the conclusion reached and the reasons for that conclusion. Decisions resulting from appeal reviews by the General Manager will be final.
D. Non-Retaliation – If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized for lodging the complaint. If an employee believes that he or she is being retaliated against for lodging a complaint, the employee should immediately notify the Human Resources Department.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Chapter 3.06 – POLICIES AND PROCEDURES

Section 3.06.010 – Policy Against Harassment, Discrimination, and Retaliation (Rule 33)

A. Purpose of Policy – The District is committed to providing a work environment (whether the workplace consists of the District's offices or some remote work location that is away from the District's premises) free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race, religion (including religious dress and grooming practices), color, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), reproductive health decision-making, sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation, national origin (including language use restrictions and possession of a driver's license to establish the right to work in the United States), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having those characteristics. The District strongly disapproves of and will not tolerate harassment of applicants, employees, unpaid interns, or volunteers by managers, supervisors, or co-workers. Similarly, the District will not tolerate harassment by its employees of non-employees with whom the District employees have a business, service, or professional relationship. The District also will attempt to protect employees from harassment by non-employees in the workplace.
B. Harassment Defined – Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be in violation of this policy.

C. Reporting And Investigating Harassing Conduct – The District understands that victims of harassment are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or because it is difficult to discuss sexual matters openly with others. However, no employee should have to endure harassing conduct, and the District therefore encourages employees to promptly report any incidents of harassment so that corrective action may be taken. Any incidents of harassment, including work-related harassment by any District personnel or any other person, should be reported immediately to Human Resources, who is responsible for investigating harassment complaints. An employee is not required to complain to Human Resources if that person is the individual who is harassing the employee but may instead report the harassment to his or her immediate supervisor or any other member of management. Supervisors and managers who receive complaints or who observe harassing conduct should immediately inform Human Resources or other appropriate District official so that an investigation may be initiated.

Every reported complaint of harassment will be investigated thoroughly and promptly. Typically, the investigation will include the following steps: an interview of the employee who lodged the harassment complaint to obtain complete details regarding the alleged harassment; interviews of anyone who is alleged to have committed the acts of harassment to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged harassment. Human Resources, or other District official responsible for the investigation, will notify the employee who lodged the harassment complaint of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

In addition to notifying the District about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may file a lawsuit in court. The courts have the authority to award

monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office at the locations listed in the District's DFEH poster or by checking the State Government listings in the local telephone directory.

D. Corrective Action – The District will not tolerate retaliation against any employee for making a good faith complaint of harassment or for cooperating in an investigation. If harassment or retaliation in violation of this policy is established, the District will take corrective action. Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. With regard to acts of harassment by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

E. Anti-Harassment Training – Every District employee is required to undergo Sexual Harassment training within his/her six (6) months of employment and at least once every two (2) years thereafter. In addition, all employees hired as or promoted to a supervisory or management position must undergo at least two (2) hours of interactive sexual harassment training within the first six (6) months of assuming a new supervisory or management position. Additionally, all supervisors and managers must complete at least two (2) hours of interactive sexual harassment training at least once every two (2) years thereafter. An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2024-18, 06-17-2024)

Section 3.06.020 – Workplace Violence Policy (Rule 34)

A. Statement of Policy – The District is strongly committed to ensuring the safety of all District employees and has adopted this policy regarding workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment and/or coercion which involve or affect any District employee(s) will not be tolerated.

B. Objectives
   1. To ensure all workplace threats and provocative behavior are addressed promptly.
   2. To ensure the level of physical/facility security in District workplaces is sufficient to protect the health and safety of District employees.
   3. To ensure all employees are appropriately trained in workplace security, diffusing hostile situations and steps to take during an emergency incident.
   4. To ensure that all disciplinary action taken for behavior prohibited under this policy is reviewed, evaluated and administered consistently and equitably throughout the District in a timely manner.

C. Acts or Threats of Violence Defined – "Threats or acts of violence" include conduct against persons or property that are sufficiently severe, offensive or intimidating to alter the employment conditions, or to create a hostile, abusive or intimidating work environment for a District employee or employees. Although the District has a strong commitment to customer service, the District will not permit employees to be subjected to verbal or physical abuse. General examples of prohibited workplace violence include, but are not limited to:

1. Threatening to harm an individual or his/her family, friends, associates or their property.
2. Making harassing or threatening telephone calls, letters or other forms of written or electronic communications.
3. Intimidating or attempting to coerce an employee to commit wrongful acts that would affect the business interests of the District.
4. Harassing surveillance, also known as "stalking," the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his/her safety.
5. Making a suggestion or otherwise intimating that an act to injure person(s) or property is "appropriate."
6. Possession of firearms, weapons or any other dangerous device(s) on District property by anyone other than safety personnel who are governed by their own policies and procedures.
7. Use of personal or District-issued tools or equipment in a threatening manner toward a District employee or other individual.

D. Application of Prohibition – The District prohibition against threats and acts of violence applies to all District personnel, contract and temporary workers, customers and anyone else who may be in or on District property or any place where District personnel work or otherwise conduct District business.

E. Reporting – If any employee observes or becomes aware of any of the above- listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify a department head or the General Manager immediately. Employees should also notify the General Manager and their department head if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

F. Investigation – All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

G. Corrective Action and Discipline
    1. If the District determines that workplace violence has occurred, the District will take appropriate corrective action and will impose discipline on offending employees up to and including immediate termination from employment, without first exhausting the review and appeal process as provided in these Rules, if the District, in its sole discretion, determines that immediate termination is required in order to ensure the safety and welfare of its employees.
    2. Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

3. Violations of this policy by any individual may also be followed by legal action as appropriate. The District may also seek a Temporary Restraining Order or Injunction on behalf of District workers if the situation warrants such action.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.06.030 – Employee Drug and Alcohol Use Policy – Drug Free Workplace (Rule 35)

A. Purpose of Guideline – It is the intent of the District to maintain a workplace that is free of the inappropriate use of drugs and alcohol consumption during work hours and to discourage drug and alcohol abuse by its employees. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the District has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with the District, each employee must abide by this Guideline.

   Additionally, certain positions within the District are considered safety-sensitive positions pursuant to guidelines established by the U.S. Department of Transportation ("DOT") and are, therefore, required to undergo random drug and alcohol testing as mandated by 49 Code of Federal Regulations Part 40 ("Part 40"). They include, but are not limited to, positions in which employees must hold a commercial driver's license in order to operate commercial motor vehicles 26,001 lbs. gvwr, or greater, or required to display a DOT placard in the transportation of hazardous material. With respect to those safety-sensitive positions that are subject to DOT drug and alcohol testing requirements, the District adheres to Part 40 as described in Rule 36. DOT Drug & Alcohol Policy.

B. Definitions – For purposes of this Guideline:
   1. "Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained. For those employees subject to DOT testing guidelines, "illegal drugs or other controlled substances" shall mean all the substances listed in Part 40 as part of the DOT drug testing panel, including, but not limited to, marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates.
   2. "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed. Beginning on January 1, 2018, the DOT drug testing panel will also include four semi-synthetic opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone). Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.
   3. "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, appearance, behavior, speech or breath odor; information provided to management by a third party; or a suspicion that is based on other surrounding circumstances.

C. Recreational Marijuana – Be advised that the Adult Use of Marijuana Act, which legalizes the use of recreational marijuana for adults 21 years of age and older does not affect the rights of the District to maintain a drug-free workplace by prohibiting the use of marijuana by employees or prospective employees while on duty or on District premises or impairment by use of marijuana while working. Marijuana remains an illegal substance under the federal Controlled Substances Act. Therefore, the District reserves the right to terminate an employee who tests positive for psychoactive cannabis metabolites or to withdraw an offer of employment to a prospective employee who tests positive for psychoactive cannabis metabolites.
D. Prohibited Conduct – Employees may not be under the influence of alcohol or an illegal drug while on District property, while at work locations, or while on duty or subject to being called to duty. Additionally, employees may not work while impaired by the use of a legal drug whenever the impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to District property or equipment, or substantially interfere with the employee's job performance.
E. Reasonable Suspicion – When a supervisor or manager has a reasonable suspicion that any employee is working in an impaired condition or otherwise engaging in conduct that violates this Guideline, the employee will be relieved of duty and asked to submit to a blood, urine or other testing or examination designed to detect drugs or alcohol. Unless the employee is subject to federal drug testing under DOT guidelines, the District will not test for non-psychoactive cannabis metabolites. If the employee refuses to cooperate with the administration of the drug/alcohol tests, the refusal will be handled in the same manner as a positive test result. While results are expected back, employee will be placed on paid administrative leave.
F. Post-Accident – Employees who are involved in an accident that results in injury to themselves or others or significant damage to District property or equipment may be required to submit to a drug and alcohol test.
G. Disciplinary Action – A violation of this policy will subject the employee to discipline up to and including immediate termination.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2024-18, 06-17-2024)

Section 3.06.040 – DOT Drug and Alcohol Policy (Rule 36)

A. Employee Questions Regarding Policy – Employees shall contact Human Resources regarding any questions related to DOT policies and procedures.
B. Employees Subject to Testing – The following policies and procedures will be strictly applied to all applicants and employees required to have a commercial driver's license (CDL), who operate a commercial motor vehicle as defined in Part 382 of Title 49 of the Code of Federal Regulations, or who perform safety-sensitive functions.
C. Safety-Sensitive Functions – The time spent on the following on-duty functions are considered times during which employees are performing safety-sensitive functions:

1. All time on any public property, waiting to be dispatched, unless the covered employee has been relieved from duty by the Employer; or
2. All time inspecting equipment or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; or
3. All time spent at the driving controls of a commercial motor vehicle in operation; or
4. All time, other than driving time, in or upon any commercial motor vehicle; or
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; or
6. All time spent performing the post-accident requirements relating to accidents; or
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

D. Prohibited Conduct – Covered employees shall follow all requirements of Rule 35 Employee Drug and Alcohol Use Policy for a Drug-Free Workplace. Employees will be provided with the Drug and Alcohol Brochure for Drivers detailing the effects of alcohol and controlled substances on a person's work, health, and personal life. All alcohol and drug use during and prior to work is strictly prohibited. DOT testing analyzes urine specimens for the following drugs/metabolites:
   1. Marijuana metabolites
   2. Cocaine metabolites
   3. Amphetamines including methamphetamine, MDMA
   4. Opioids – codeine, heroin (6-AM), morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone
   5. Phencyclidine (PCP)

E. Circumstances in Which an Employee will be Subject to Drug and Alcohol Testing
   1. Pre-Employment Testing – All applicants for positions which are covered by DOT regulations as well as employees who transfer to such a position, will be required to submit to pre-employment/pre-duty drug testing. Applicants will be ineligible for a safety-sensitive position if they do not pass the tests.
   2. Post-Accident Testing – Drug and alcohol testing will be conducted on employees following an accident involving a commercial motor vehicle in the following situations:
      a. Covered employees who were performing safety sensitive functions with respect to the vehicle involved in an accident, if the accident involves the loss of life; or
      b. Covered employees receive a citation for a traffic violation arising from the accident.
      c. Post-accident alcohol testing shall be administered within two hours following an accident and no test may be administered after eight hours. Post-accident drug testing must be administered within 32 hours following the accident and may not be administered after this time period. If testing is not done, the supervisor or management employee must provide written documentation as to why the test was not properly conducted.
   3. Random Testing – Covered employees will be subject to random alcohol and drug testing as follows:

a. Just prior to the employee performing a safety-sensitive function (i.e. driving).
b. While the employee is performing a safety-sensitive function;
c. Just after the employee has stopped performing a safety-sensitive function; or
d. Whenever a random drug test is ordered by the DOT.

4. Reasonable Suspicion Testing – When a supervisor or manager has a reasonable suspicion that an employee is using or is under the influence of drugs or alcohol, the employee will be immediately relieved of duty and be required to submit to drug and alcohol testing. The employee will be placed on paid administrative leave while awaiting test results. The observation must be based on short-term indicators, such as blurry eyes, slurring, or alcohol on the breath. The reasonable suspicion alcohol test will be administered within two hours of the observation. No test may be administered after eight hours following the observation.
5. Pre-DOT Testing – All employees who successfully obtain a driver's license are entered into the DOT random testing pool. Prior to submitting the employees to the DOT random testing pool, MSWD will test each employee to ensure the employee does not have prohibited drugs in his/her system prior to entering the DOT testing pool.

F. Consequences of Using Drugs or Alcohol While Operating a Commercial Motor Vehicle or Performing Safety-Sensitive Functions – A covered employee who has engaged in prohibited drug or alcohol use during the use of a commercial motor vehicle or the performance of a safety-sensitive function will be immediately removed from performing safety-sensitive functions. Further, the employee will be subject to disciplinary action, up to and including termination.
G. Consequences of a Verified Positive Drug Test – A covered employee who receives one (1) verified positive drug test result on a DOT required test will be immediately removed from safety-sensitive duties. An employee who has a positive DOT drug test cannot return to the performance of safety-sensitive functions until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee that receives one (1) verified positive drug test result will be subject to disciplinary action, up to and including termination.
H. Consequences of an Alcohol Test with a Concentration Greater than .04 – A covered employee who receives one (1) alcohol test with a result indicating an alcohol concentration of .04 or greater will be immediately removed from safety-sensitive duties. An employee who has a positive alcohol test cannot return to the performance of safety-sensitive functions until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee whose test results indicate an alcohol concentration greater than .04 will be subject to disciplinary action, up to and including termination.
I. Consequences of an Alcohol Test with a Concentration Greater than 0.02 but Less than .04 – A covered employee who is found to have an alcohol concentration of .02 or greater but less than .04 will be immediately removed from performing safety-sensitive functions until the employee is retested with a result below .02 or until the start of the employee's next regularly scheduled duty period, if it occurs at least 8 hours following administration of the test. Notwithstanding the foregoing, an employee whose test results indicate an alcohol concentration greater than .02 will be subject to disciplinary action, up to and including termination.

J. Consequences of Refusing to Submit to a Required Drug and/or Alcohol Test – A covered employee who refuses to submit to a required drug and/or alcohol test or who receives a verified adulterated or substituted drug test result will be immediately removed from performing safety-sensitive functions. An employee cannot return to the performance of safety-sensitive duties until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee that refuses to submit to a required drug and/or alcohol test will be subject to disciplinary action, up to and including termination.

K. Refusal to Submit to a Drug and/or Alcohol Test – You are considered to have refused to take a drug and/or alcohol test if you:

1. Drug Test
    a. Fail to appear at a collection site for any test (except a pre-employment test) within a reasonable time, as determined by MSWD, consistent with applicable DOT agency regulations, after being directed to do so by MSWD. This includes the failure of the employee to appear for a test when called by MSWD's third party administrator;
    b. Fail to remain at the collection site until the testing process is complete; Provided that a person who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
    c. Fail to provide a specimen;
    d. Fail to permit a monitored or observed collection if MSWD ordered or if the collector required the collection to be monitored or observed;
    e. Fail to provide a sufficient amount of urine specimen, provided the Medical Review Officer (MRO) finds there was no medical reason for the employee to provide insufficient amount of urine;
    f. Fail or decline to take an additional drug test that MSWD or the collector has directed;
    g. Fail to undergo a medical examination or evaluation the MRO or MSWD has directed;
    h. Fail to cooperate with any part of the specimen collection process;
    i. Fail, for an observed collection, to follow the instructions to raise and lower clothing and turn around;
    j. Possess or wear a prosthetic or other device that could be used to interfere with the collection process if the employee is found to have or wear a prosthetic or other device designed to carry clean urine or a urine substitute;
    k. Admit to the collector to having adulterated or substituted the specimen;
    l. Adulterate or substitute a urine specimen; or
    m. Admit to the MRO to having adulterated or substituted the specimen.
    n. In the case of a reported negative dilute result, the district will accept this result as a verified negative. No second collection will be required unless specifically requested by the Medical Review Officer.

2. Alcohol Test
    a. Fail to appear at an alcohol test site for any test within a reasonable time, as determined by MSWD, consistent with applicable DOT agency regulations, after being directed to do so by MSWD. This includes the

failure of the employee to appear for a test when called by MSWD's third party administrator;
   b. Fail to remain at the alcohol test site until the testing process is complete;
   c. Fail to provide an adequate amount of saliva or breath;
   d. Fail to provide a sufficient breath specimen, provided the physician finds that there was no medical reason for the employee to provide an insufficient amount of breath;
   e. Fail to undergo a medical examination or evaluation as the Company has directed as part of the insufficient breath procedures;
   f. Fail to sign the certification statement at Step 2 of the Alcohol Testing Form (ATF); or
   g. Fail to cooperate with any part of the testing process.

L. Drug and Alcohol Testing Procedures – Drug and/or alcohol testing shall be conducted at a facility designated by MSWD. Specimen collection, analysis and reporting shall be conducted in accordance with the procedures outlined below which are consistent with the federal regulations enumerated in 49 CFR Part 40 and all applicable guidance and state laws. These collection procedures are designed to protect the employee and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct employee.
   1. Drug Testing Procedures – Drug testing shall be conducted in a manner that assures confidentiality, a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). All sample collection and testing will be conducted consistent with the procedures put forth in 49 CFR Part 40 of the DOT regulations.
   2. Alcohol Testing Procedures – Alcohol testing may be conducted by a qualified Screening Test Technician (STT) or Breath Alcohol Technician (BAT). STTs are only permitted to conduct the first test given to an employee by using either a breath or saliva test (Screening Test). A BAT is authorized to conduct a Screening Test, but, unlike a STT, is also authorized to conduct the second test given to an employee whose test result is .02 or above (Confirmation Test). For a Screening Test, the STT or BAT may use an approved Alcohol Screening Device (ASD) or an Evidential Breath Testing device (EBT). For a Confirmation Test, the BAT is required to use an EBT.

M. Return-To-Duty Process and Follow-Up Procedures
   1. Return-to-Duty Testing – If MSWD decides to permit the employee to return to the performance of safety-sensitive functions, MSWD must ensure that the employee takes a return-to-duty test. The return-to-duty test cannot occur until:
      a. The employee has been evaluated by a substance abuse professional (SAP) to determine what education and/or treatment the employee needs to resolve problems related to alcohol or drug use;
      b. The employee has successfully complied with the prescribed education and/or treatment;
      c. The employee has been re-evaluated by the SAP to ensure that the employee has properly followed the education and/or treatment program; and

d. The employee agrees to execute a second chance agreement which outlines the conditions of employee's return to work.

Cost associated with return to duty, such as SAP services, education, or treatment are the sole responsibility of the employee.

2. Follow-Up Testing
    a. An SAP must establish a written follow-up testing plan for each employee who has committed a DOT drug or alcohol regulation violation and who seeks to resume the performance of safety-sensitive functions. The SAP does not establish this plan until after it is determined that the employee has successfully complied with the education and/or treatment recommendations.
    b. The SAP must present a copy of the follow-up testing plan directly to the MSWD's DER.
    c. The SAP is the sole determiner of the number and frequency of follow-up tests and whether these tests will be for drugs, alcohol, or both, unless otherwise directed by the appropriate DOT agency regulation. For example, if an employee had a positive drug test, but the SAP evaluation or the treatment program professionals determined that the employee has an alcohol problem as well, the SAP should require that the employee have follow-up tests for both drugs and alcohol.
    d. The SAP must, at a minimum, direct that the employee be subject to six (6) unannounced follow-up tests in the first 12 months of safety-sensitive duty following the employee's return to safety-sensitive functions. The SAP may, however, require a greater number of follow-up tests during the first 12-month period of safety-sensitive duty.
    e. The SAP may also require follow-up tests during the 48 months of safety-sensitive duty following this first 12-month period. The SAP is not to establish the actual dates for the follow-up tests he/she prescribes. The decision on specific dates to test is the responsibility of the Company.
    f. MSWD will not impose additional testing requirements on employees that go beyond the SAP's follow-up and random testing plan.

N. Drug and Alcohol Clearinghouse
    1. Reporting – The following violations or milestones will be reported to the Clearinghouse for any covered employees. MSWD, its service providers, its Medical Review Officer, and/or its Substance Abuse Professional(s) as required by FMCSA directive to report:
        a. Any verified positive, adulterated, or substituted DOT drug test
        b. Any validated DOT alcohol test of 0.04 or higher
        c. Any refusal to submit to a DOT required drug or alcohol test
        d. Any confirmed and recorded "actual knowledge" that the driver violated the DOT drug or alcohol rules, including:
            i. Any on-duty alcohol use, including any citation for driving under the influence of alcohol (DUI/DWI) while driving a commercial motor vehicle

ii. Any alcohol use within 4 hours before going on duty
iii. Any alcohol use within 8 hours of an accident or before a post-accident test is complete (whichever occurs first)
iv. Any prohibited drug use while on duty

e. Successful completion of the return-to-duty process following treatment
f. Any negative DOT return-to-duty test*
g. Successful competition of follow-up testing*

*Only reported if the primary violation occurred on or after January 6, 2020.

2. Granting of Consent – Covered employees must grant consent for MSWD to purchase Clearinghouse reports:
    a. Prior to employment with MSWD, all covered employees must create a Clearinghouse account and log in to permit MSWD consent to acquire a "full" report.
    b. Covered employees must sign a separate Consent "for Limited Queries" form allowing MSWD access to "limited" queries each year. Covered employees may limit the length of time that such consent is valid but making it valid for the duration of employment with MSWD is recommended.
    c. MSWD will notify the employee that they must immediately log in to the Clearinghouse to provide permission so MSWD may obtain the driver's full Clearinghouse record if a limited query exposes information about the driver. Such record will be acquired within 24 hours of the limited query.

    A covered employee who refuses to grant the consent described above will not be allowed to perform any safety-sensitive duties as defined in §382.107. The employee will not be allowed to resume the safety-sensitive duties until the employee has granted the mandatory consent, MSWD then obtains the report, and the Clearinghouse query shows that the employee is eligible to carry out safety-sensitive duties.

3. Employee Accounts – Covered employees are required to have an online account as clearinghousefmcsa.dot.gov and are highly encouraged to provide an email address so they may be contacted. Employees are permitted to see their own Clearinghouse records free of charge and may challenge the accuracy of information reported to the Clearinghouse, but not the accuracy of test results or refusals using the procedures listed in §382.717.
4. Queries
    a. MSWD will purchase reports (a.k.a. queries) from the Clearinghouse at these times:
        i. Once a year for all covered employees, and
        ii. Preceding employment of any new covered employees.

b. Reports to the Clearinghouse will include:
    i. The driver's name
    ii. Date of birth
    iii. Commercial driver's license number and state of issuance
    iv. Violation and/or testing data

O. Notice of Violations – Covered employees are required to notify MSWD in writing if they have violated the drug and/or alcohol prohibitions of 49 CFR Parts 40 and 382 while employed with MSWD. The statements must be received before the end of the business day the day after the employee received notification of the violation or prior to performing any safety-sensitive duties, whichever comes first.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.06.050 – Inclement Weather (Rule 37)

While this area generally enjoys excellent weather, there are occasions when there can be the potential for flooding, high winds, dust storms, and snow.

Because of the key role our District plays in any weather emergency, all employees are expected to report to work unless major thoroughfares have been closed due to extreme weather. Quite often, bad weather conditions are localized in our area and, simply by waiting, an employee may be able to safely arrive at work later in the day. Under these circumstances, call the immediate supervisor to advise them of the poor weather conditions in the area and the expected time of arrival.

On occasion, bad weather occurs during the day after arriving at work. Depending upon the circumstances, an employee may wish to leave or be advised to leave.

An employee's best judgment should be used in deciding whether it is reasonable to attempt to get to work or leave work early.

Employees who do not report to work when the District is open for business will not be paid for the day or for those hours not present during the day. With supervisor approval, the individual may take the time off as vacation or optional holiday time providing the employee has sufficient accrued hours.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2024-18, 06-17-2024)

Section 3.06.060 – Lactation Policy (Rule 38)

An employee has a right to request a lactation accommodation. A reasonable amount of break time will be provided for any employee that needs to express breast milk for the employee's infant child each time the employee has a need to express milk.

A. Procedure for Requesting Lactation Accommodation – An employee may request a lactation accommodation by submitting a lactation accommodation request to the employee's department supervisor. The department supervisor must respond to the

employee's accommodation request in writing on the same lactation accommodation request form submitted by the employee indicating the approval or denial of the break request. The completed request form must be returned to the employee and a copy sent to the human resources department.

The District reserves the right to deny, in writing, an employee's request for a lactation break if the additional break time will seriously disrupt operations.

B. Accommodations Provided – If approved, the employee will be provided a reasonable break time that, if possible, runs concurrently with any break time already provided to the employee. Additional unpaid break time will be provided if needed. Nonexempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

The employee will also be provided a safe, clean, and private place to express milk that includes a surface to place a breast pump and other personal items, seating, and access to electricity or other charging device needed to operate an electric or battery-powered breast pump. The lactation room shall not be a bathroom and will be in close proximity to the employee's work area. The employee will also have access to a sink with running water and a refrigerator or other cooling system suitable for storing milk in close proximity to the employee's work area.

An employee may file a complaint with the Labor Commissioner if a reasonable lactation accommodation, including all the standards listed above, is not provided by the District.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.06.070 – Education and Certification Incentive Pay (Rule 39)

Each employee shall receive educational incentive pay, as indicated, if they achieve the following:

A. Higher Education
   1. Employees whose job do not require a higher education degree (HED), but have earned one or employees who obtain a higher degree than required by their position will be eligible for the following incentive:
      a. Bachelor's Degree or Master's Degree: two-and-one half percent (2 ½%) of base pay.

B. Certification Educational Incentive for Field Employees:
   1. **One (1) Job-Related Certification Educational Incentive:**
      a. Field employees can earn an additional two-and-one-half percent (2 ½%) of base pay for obtaining one job-related certification from the approved list of job eligible certifications for field employees.
   2. **Two (2) Job-Related Certifications Educational Incentive:**

a. Field employees can earn an additional two-and-one-half percent (2 ½%) of base pay for obtaining two job-related certifications from the approved list of job eligible certifications for field employees.
b. Since it's not possible to hold two certificate grades simultaneously (e.g., Water Distribution Grade 3 and Water Distribution Grade 2), field employees who possess a certification that is two (2) levels higher than what their job requires can earn incentive pay up to five percent (5%) of base pay. However, only the incentive pay associated with the actual certification held per the approved list of job eligible certifications for field employees is reportable to CalPERS.

3. **Commercial Driver's License (CDL) Bonus:**
   a. Field employees who voluntarily maintain a CDL (not ordinarily required for their job) will be entitled to an additional two-and-one-half percent (2 ½%) of base pay. This compensation is not reportable to CalPERS.

C. Maximum Combined Incentive Pay – Total maximum combined incentive pay not to exceed five percent (5%) of base pay.
D. Eligibility
   1. Higher education degrees: Degrees be relevant to the duties regularly performed in the job classification, as determined by the General Manager.
   2. Certifications: Certifications must directly relate to the employee's job description. Refer to the approved list of job eligible certifications for field employees.
E. Effective Date –
   1. Employes must submit a Request for Educational Incentive pay along with necessary supporting documentation to the Human Resources Manager for approval.
   2. The employee will receive incentive pay beginning the next full pay period after submission of the documentation showing completion to the Human Resources Manager. It is the employee's responsibility to submit the required documents in a timely manner.
F. Exceptions
   1. Ineligible Employees:
      a. Supervisors/superintendents, managers, and directors are not eligible for this incentive pay.
      b. Students, temporary, part-time, seasonal, or emergency employees are not eligible for this incentive pay.
   2. Prerequisite or Acceptable Option
      a. Employees are not eligible if their job classification states that a degree or certification is a prerequisite or an acceptable option for meeting required qualifications
G. Approved list of Job Eligible Certifications for Field Employees:

Collections System Operator I	Grade II California Water Environment Association Collections Maintenance Certificate Grade III California Water Environment Association Collections Maintenance Certificate
Collections System Operator II	Grade III California Water Environment Association Collection System Grade IV California Water Environment Association Collection System
Field Operations Technician I	Grade II (D-2) Water Distribution Certificate Grade III (D-3) Water Distribution Certificate
Field Operations Technician II	Grade III (D-3) Water Distribution Certificate Grade IV (D-4) Water Distribution Certificate
Field Service Representative I	Grade II (D-2) Water Distribution Certificate Grade III (D-3) Water Distribution Certificate
Field Service Representative II/Backflow Specialist	Grade II (D-2) Water Distribution Certificate Grade III (D-3) Water Distribution Certificate Grade II (T-2) Water Treatment Certificate Grade III (T-3) Water Treatment Certificate
Field Service Representative II	Grade III (D-3) Water Distribution Certificate Grade IV (D-4) Water Distribution Certificate Grade III (T-3) Water Treatment Certificate
Lead Field Service Representative	Grade III (D-3) Water Distribution Certificate Grade IV (D-4) Water Distribution Certificate Grade III (T-3) Water Treatment Certificate
Lead Collections System Operator	Grade IV California Water Environment Association Collection System
Lead Field Operations Technician	Grade IV (D-4) Water Distribution Certificate Grade V (D-5) Water Distribution Certificate Grade II (T-2) Water Treatment Certificate Grade III (T-3) Water Treatment Certificate

Lead Wastewater Treatment Plant Operator	Grade IV Wastewater Treatment Plant Operator Certificate Grade V Wastewater Treatment Plant Operator Certificate Grade III Collection System Maintenance Certificate
Water Production Operator I	Grade II (D-2) Water Distribution Operator's Certificate Grade III (D-3) Water Distribution Operator's Certificate Grade II (T-2) Water Treatment Operator's Certificate Grade III (T-3) Water Treatment Operator's Certificate
Water Production Operator II	Grade III (D-3) Water Distribution Operator's Certificate Grade IV (D-4) Water Distribution Operator's Certificate Grade II (T-2) Water Treatment Operator's Certificate Grade III (T-3) Water Treatment Operator's Certificate
Wastewater Treatment Plant Operator I	Grade II Wastewater Treatment Operator's Certificate Grade III Wastewater Treatment Operator's Certificate Grade II Collection System Maintenance Certificate
Wastewater Treatment Plant Operator II	Grade III Wastewater Treatment Plant Operator Certificate Grade IV Wastewater Treatment Plant Operator Certificate Grade III Collection System Maintenance Certificate

(Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-18, 06-17-2024)

Section 3.06.080 – Bilingual Pay (Rule 40)

A. Eligibility – Employees who demonstrate, to the satisfaction of the District, the ability to communicate in a foreign language will receive a stipend in the amount of $25 per pay period. These employees may be required to communicate with customers, review

literature that has been translated by third parties, and/or to translate simple documents from a foreign language to English or vice versa.

Employees who wish to receive bilingual pay must apply by submitting the Bilingual Pay form to the Human Resources Department.

Employees who do not pass to the District's satisfaction the initial language evaluation may reapply to be evaluated after 6 months.

B. Effective Date – The employee will receive a salary increase beginning the next full pay period after receiving a passing score in the foreign language evaluation.
C. After an absence of 30 days, bilingual pay ceases and will reinstate once the employee returns to work.

(Res. No. 2023-16, 07-17-2023; Res. No. 2024-18, 06-17-2024))

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETINGS**

MEETING DATE(S): **MAY 16 & 20, 2024**

FROM: **ERIC WECK P.E., ENGINEERING MANAGER**

FOR: ACTION _X___ DIRECTION ____ INFORMATION ____

EXECUTION OF LOT LINE ADJUSTMENT APPLICATION FOR THE CRITICAL SERVICES CENTER

STAFF RECOMMENDATION

Authorize the General Manager to do all things necessary to sign and execute all necessary entitlement documents on behalf of Mission Springs Water District and the Lot Line Adjustment Application with the City of Desert Hot Springs for the Critical Services Center and submit it to the City of Desert Hot Springs for processing and execution.

SUMMARY

As part of the entitlement process with the City of Desert Hot Springs, MSWD staff met with and discussed the proposed layout and footprint of the proposed Mission Springs Water District's Critical Services Center with the City. The proposed building footprint orientation necessitates adjusting the current property lines on MSWD property at the Corporate Yard. This process is a minor administrative issue that is typically done for projects with adjoining neighboring properties that are owned by the same property owner.

ANALYSIS

Mission Springs Water District reached out to MSA Consulting, Inc., one of the District's on-call engineering consultants, to facilitate and prepare the Lot Line Adjustment analysis. The scope of work includes preparing the lot line adjustment application, preparing the legal exhibits and descriptions, preliminary title reports, utility research, base mapping of easements, and a site plan. MSA Consulting prepared the required documents to be submitted to the City of Desert Hot Springs, and it is recommended that the Board of Directors direct the General Manager to sign and execute all necessary entitlement documents and Lot Line Adjustment Application with the City of Desert Hot Springs for processing.

FINANCIAL DATA		
Cost Associated with this action:		$0
Current FY cost:		$0
Future FY cost:		$0
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:		N/A
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	Capital	
BID/Job#	11621	
Current BID/Job balance	$31,712,351.00	
Balance remaining if approved:	$31,712,351.00	

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

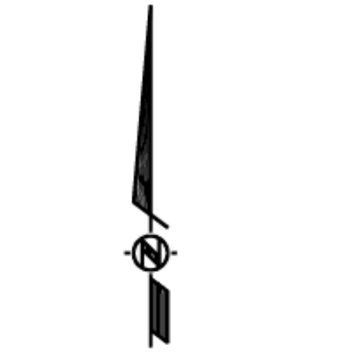
This action is consistent with Strategic Plan Smart Goal 4.1: By September 2026, complete the construction of a Critical Services Center, which will foster increased collaboration, communication, and teamwork among employees at one central location.

ATTACHMENTS

Site Plan
Legal Exhibit and Plat

EXHIBIT "B"

SITE PLAN

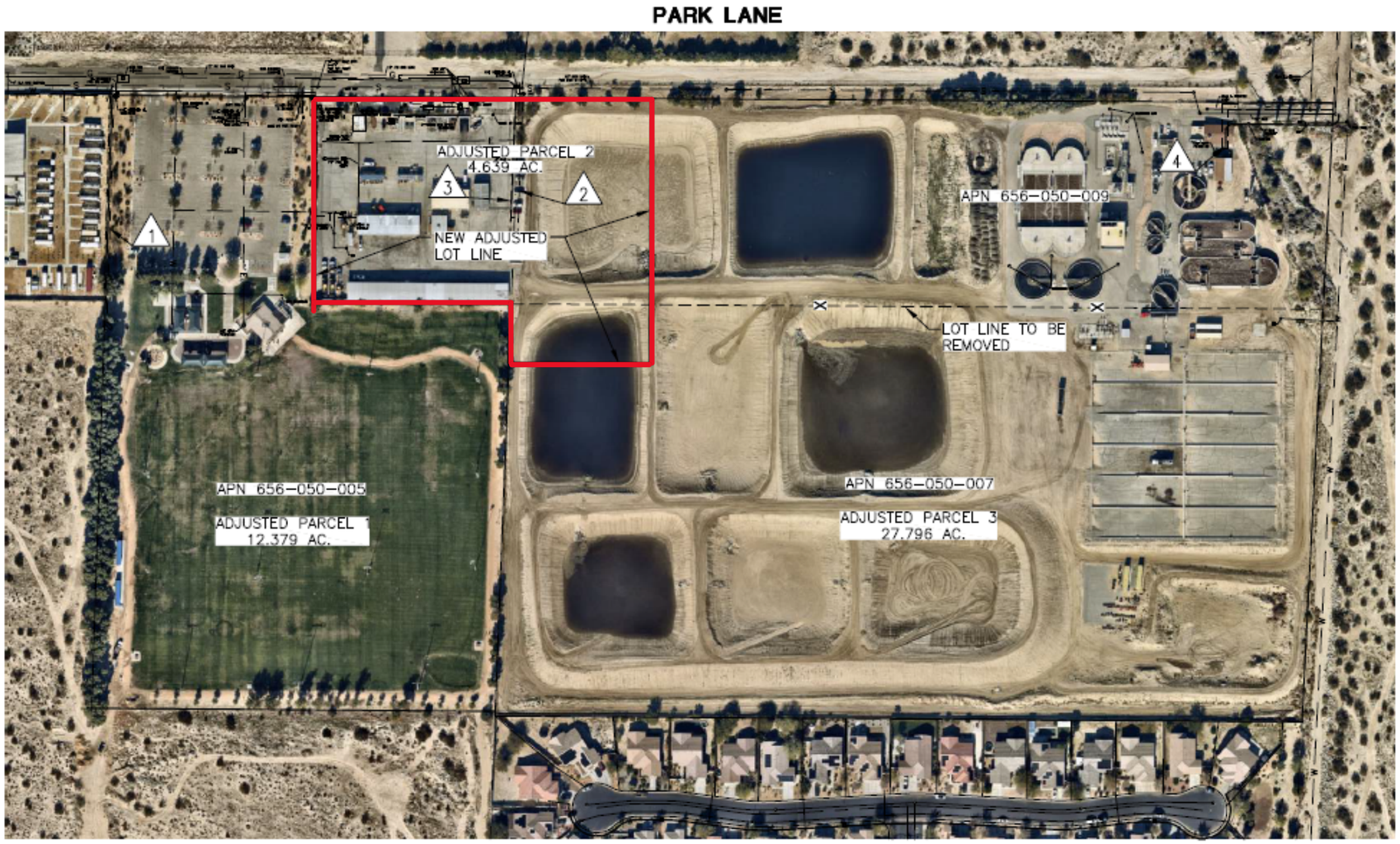


0' 200' 400'

SCALE 1"=200'

LEGEND

EXISTING LOT LINE TO BE REMOVED	
EXISTING LOT LINE TO REMAIN	
NEW ADJUSTED LOT LINE	
ELECTRIC LINE	-E- —— -E-
GAS LINE	-G- —— -G-
WATER LINE	-W- —— -W-
SEWER LINE	-S- —— -S-
MANHOLE	M.H.
FIRE HYDRANT	F.H.



1. 6' & 10' SOUTHERN CALIFORNIA EDISON COMPANY ESMT PER DOC. NO. 299601, REC. 07/28/1994, O.R.
2. 6' SOUTHERN CALIFORNIA EDISON COMPANY ESMT PER DOC. NO. 83824, REC. 05/2/1980, O.R.
3. 6' SOUTHERN CALIFORNIA EDISON COMPANY ESMT PER DOC. NO. 554597, REC. 12/23/1999, O.R.
4. 6' SOUTHERN CALIFORNIA EDISON COMPANY ESMT PER DOC. NO. 112935, REC. 08/23/1972, O.R.
5. IMPERIAL IRRIGATION DISTRICT EASEMENT PER DOC. NO. 1256, BOOK 601, PG 181, REC. 10/16/1943, O.R. (BLANKET IN NATURE – NOT PLOTTABLE)

OWNER

MISSION SPRINGS WATER DISTRICT
14501 VERBENA DRIVE DESERT
HOT SPRINGS, CA 92240

MSA CONSULTING, INC.
Civil Engineering • Land Surveying • Landscape Architecture
Planning • Environmental Services • Dry Utility Coordination • GIS
34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com

J.N. 2821

SHEET 1 OF

EXHIBIT “A”
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT

IN THE CITY OF DESERT HOT SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ADJUSTED PARCEL 1

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, THENCE NORTH 89°39'48" WEST, ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 6, A DISTANCE OF 1643.35 FEET TO THE **TRUE POINT OF BEGINNING**

THENCE SOUTH 00°20'12" WEST, A DISTANCE OF 332.00 FEET;

THENCE SOUTH 89°39'48" EAST, A DISTANCE OF 318.21 FEET;

THENCE SOUTH 02°15'07" WEST, A DISTANCE OF 657.81 FEET TO THE SOUTHERLY LINE OF EAST HALF OF THE WEST HALF OF GOVERNMENT LOT 1 OF NORTHEAST QUARTER OF SECTION 6;

THENCE NORTH 89°32'54" WEST, ALONG SAID SOUTHERLY LINE A DISTANCE OF 651.02 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE WEST HALF OF GOVERNMENT LOT 1 OF THE NORTHEAST QUARTER OF SECTION 6;

THENCE NORTH 01°54'18" EAST, ALONG THE WESTERLY LINE OF SAID EAST HALF OF THE WEST HALF OF GOVERNMENT LOT 1 OF THE NORTHEAST QUARTER OF SECTION 6, A DISTANCE OF 988.51 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE WEST HALF OF GOVERNMENT LOT 1 OF THE NORTHEAST QUARTER OF SECTION 6;

THENCE SOUTH 89°39'48" EAST, ALONG THE NORTHERLY LINE OF SAID EAST HALF OF THE WEST HALF OF GOVERNMENT LOT 1 OF THE NORTHEAST QUARTER OF SECTION 6, A DISTANCE OF 327.74 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 539,233 SQUARE FEET OR 12.379 ACRES MORE OR LESS.

EXHIBIT “A”
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT

ADJUSTED PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE NORTH 89°39'48" WEST, ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 6, A DISTANCE OF 1100.18 FEET TO THE **TRUE POINT OF BEGINNING**

THENCE SOUTH 00°20'12" WEST, A DISTANCE OF 428.00 FEET;

THENCE PARALLEL WITH SAID NORTHERLY LINE NORTH 89°39'48" WEST, A DISTANCE OF 228.17 FEET;

THENCE NORTH 02°15'07" EAST, A DISTANCE OF 96.05 FEET;

THENCE NORTH 89°39'48" WEST, A DISTANCE OF 318.21 FEET;

THENCE NORTH 00°20'12" EAST, A DISTANCE OF 332.00 FEET TO SAID NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 6;

THENCE SOUTH 89°39'48" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 543.17 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 202,081 SQUARE FEET OR 4.639 ACRES MORE OR LESS.

EXHIBIT “A”
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT

ADJUSTED PARCEL 3

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 02°56'24" WEST, ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 999.97 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6;

THENCE NORTH 89°34'39" WEST, ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER , A DISTANCE OF 1301.96 FEET;

THENCE NORTH 02°15'07" EAST, A DISTANCE OF 569.31 FEET;

THENCE SOUTH 89°39'48" EAST, A DISTANCE OF 228.17 FEET;

THENCE NORTH 00°20'12" EAST, A DISTANCE OF 428.00 FEET TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTH 89°39'48" EAST, ALONG SAID NORTHERLY LINE A DISTANCE OF 1100.18 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 1,210,779 SQUARE FEET OR 27.796 ACRES MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT “A”
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT

AS DEPICTED ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

_____

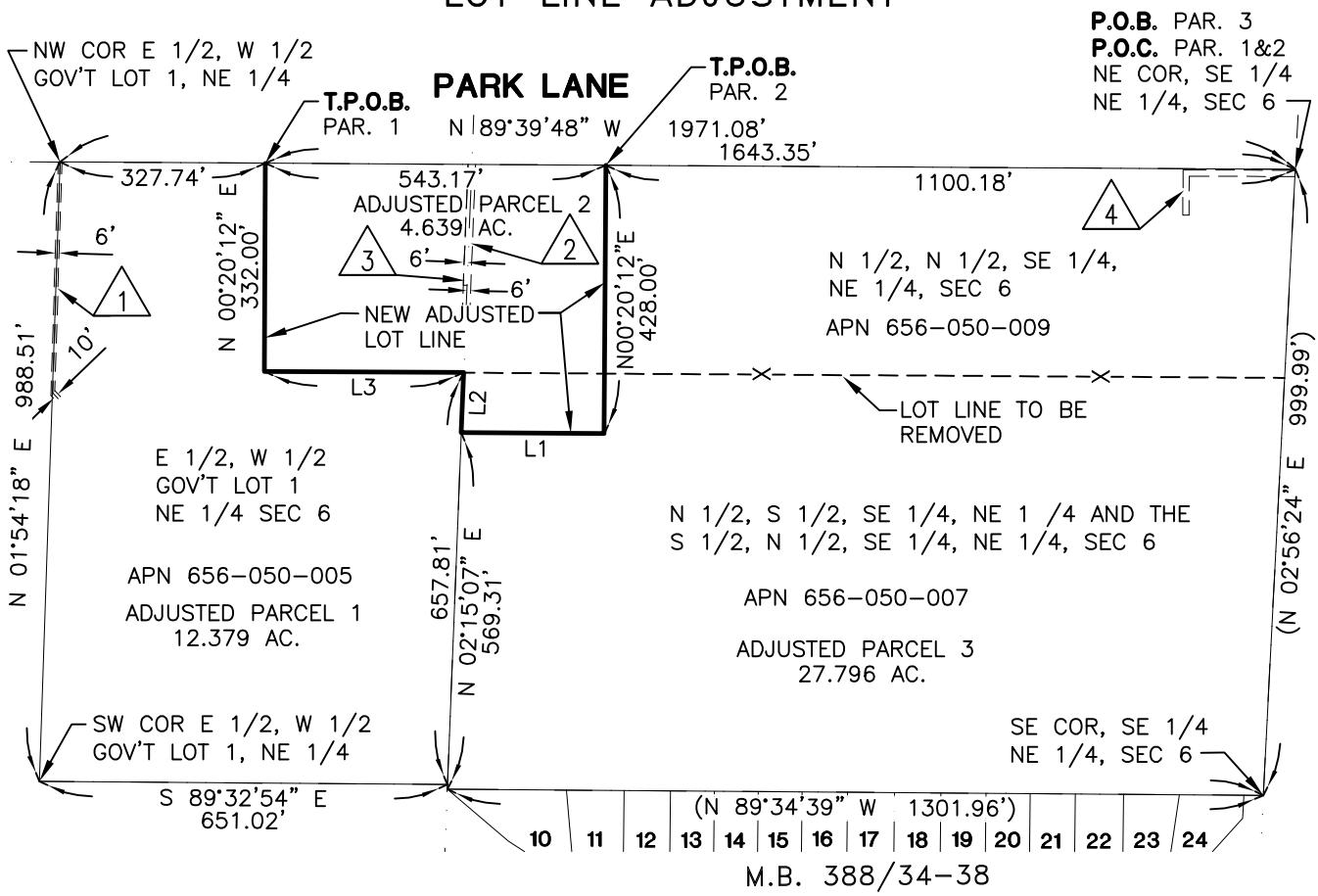
LUKE R. BEVERLY P.L.S. 8223



DATED: _____

EXHIBIT "B"

LOT LINE ADJUSTMENT



LEGEND

EXISTING LOT LINE TO BE REMOVED
EXISTING LOT LINE TO REMAIN
NEW ADJUSTED LOT LINE
(–) INDICATES RECORD DATA PER MB 388/34–38

1. 6' & 10' SOUTHERN CALIFORNIA EDISON COMPANY ESMT PER DOC. NO. 299601, REC. 07/28/1994, O.R.
2. 6' SOUTHERN CALIFORNIA EDISON COMPANY ESMT PER DOC. NO. 83824, REC. 05/2/1980, O.R.
3. 6' SOUTHERN CALIFORNIA EDISON COMPANY ESMT PER DOC. NO. 554597, REC. 12/23/1999, O.R.
4. 6' SOUTHERN CALIFORNIA EDISON COMPANY ESMT PER DOC. NO. 112935, REC. 08/23/1972, O.R.
5. IMPERIAL IRRIGATION DISTRICT EASEMENT PER DOC. NO. 1256, BOOK 601, PG 181, REC. 10/16/1943, O.R. (BLANKET IN NATURE – NOT PLOTTABLE)

PROFESSIONAL LAND SURVEYOR
LUKE R. BEVERLY
No. 8223
STATE OF CALIFORNIA

DATED: _____

0' 300' 600'
SCALE 1"=300'

LINE DATA		
NO.	BEARING	LENGTH
L1	N 89°39'48" W	228.17'
L2	N 02°15'07" E	96.05'
L3	N 89°39'48" W	318.21'

MSA CONSULTING, INC.
> PLANNING > CIVIL ENGINEERING > LAND SURVEYING
34200 BOB HOPE DRIVE, RANCHO MIRAGE, CA 92270
760.320.9811 **MSACONSULTINGINC.COM**

J.N. 2821

SHEET 1 OF

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETINGS**

MEETING DATE(S): **AUGUST 15 & 19, 2024**

FROM: **ERIC WECK, P.E., ENGINEERING MANAGER**

FOR: ACTION _X___ DIRECTION ____ INFORMATION ____

APPROVE CONTRACT AMENDMENT NO. 3 WITH YELLOW JACKET DRILLING SERVICES, LLC FOR THE CONSTRUCTION OF MONITORING WELL NO. 2

STAFF RECOMMENDATION

Authorize the General Manager to approve Contract Amendment No. 3 with Yellow Jacket Drilling Services, LLC in the amount of $27,645 for the construction of the Monitoring Well No. 2 for the Regional Water Reclamation Facility and to do all things necessary to complete the project. The construction amendment would increase the contract amount $27,645, from $202,785 to $230,430.

SUMMARY

As part of the Nancy Wright Regional Water Reclamation Facility (NWRWRF) waste discharge requirements permit (Order R7-2020-0011) with the California Regional Water Quality Control Board (Regional Board), MSWD is required to install a groundwater monitoring well network to monitor changes to groundwater quality as a result of the proposed NWRWRF discharges. MSWD completed construction for two of the three required monitoring wells in 2022. Construction of the third monitoring well was put on hold due to the Regional Water Board direction relocated the well further downgradient. Following an easement acquisition process, staff initiated resuming construction. Staff completed a site visit with the contractor in May to assess site conditions. Subsequently, the contractor provided a change order request to complete the work. However, the change order is above the approved contingency amount; as such, a contract amendment is required to complete the work. Contract Amendments 1 and 2 were previously approved no cost time extensions.

FINANCIAL DATA		
Cost Associated with this action:	$27,645	
Current FY cost:	$50,787,969	
Future FY cost:	$0	
Is it covered in current year budget:	YES ☐	NO ☒
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:		
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	Wastewater/SRF Grant	
BID/Job#	11424	
Current BID/Job balance	$1,706,013	
Balance remaining if approved:	$1,678,368	

ANALYSIS

Since March 2022 when the Regional Board first requested that Monitoring Well No. 2 be relocated, there has been a significant increase in the cost of materials and labor. As such, the contractor has provided an itemized cost increase for each bid item to cover current costs. In addition, the contractor is required to re-mobilize to the site to complete the construction. The itemized equipment and labor cost increase is $27,645.00.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The current project budget was amended in 2022 to $53,049,300.00 to cover design and construction. The proposed increase in contingency will result in a capital improvement budget of $53,094,300.00. This action is consistent with Strategic Plan Goal 2.1: Ensure excellence in regulatory compliance.

ATTACHMENTS

Contract Amendment No. 3 with cost proposal/backup from Yellow Jacket Drilling Serivces, LLC
Original Contract

CONTRACT AMENDMENT

Contract Amendment No. 3

Date: August 19, 2024

Agreement Date: January 24, 2022

Sheet: 1 of 2

Owner: **MISSION SPRINGS WATER DISTRICT (DISTRICT)**

Project Description: **Regional Water Reclamation Facility Monitoring Wells Project**

Contractor: **Yellow Jacket Drilling Services, LLC**

The following changes are hereby made to the Contract:

The is an additive change order for the directed change in the Contractor's scope due to moving the location of the Monitoring Well No. 2 and associated schedule delays.

JUSTIFICATION

The California Regional Water Quality Control Board Colorado River Basin Region directed the District to move the location of Monitoring Well No. 2 further downgradient. This required the District to secure additional easement for construction, resulting in a stoppage of construction from March 2022 to present. Said construction delays resulted in the need for a separate mobilization and an increase in labor, equipment, and materials to complete the final monitoring well. In addition, the new location will require crossing alluvial/sandy areas impacted by Tropical Storm Hilary with heavy construction equipment, which may require special equipment (i.e., loader) to facilitate construction.

CHANGE TO CONTRACT PRICE

	Work Approved by C/M team	Amount Approved by MSWD
Original Contract Price	$184,350.00	
Contract Price with 10% Contingency (MSWD Board Approval: January 18, 2022)		$18,435.00
Current Contract Price adjusted by Previous Change Orders	$184,350.00	
Contract Price Increase due to the Change Order	$27,645.00	
New Contract Price including Change Order (MSWD Board Approval: August 19, 2024)		$211,995.00

CHANGE TO CONTRACT TIME

Contract Time will be increased 0 Days

Date for Completion of all Work September 30, 2024 (Projected)

APPROVALS REQUIRED

To be effective, this Change Order must be approved by the Owner if it changes the scope or objective of the Project, or as may otherwise be required by the Contract Documents.

Requested by: Yellow Jacket Drilling Services, LLC Date: 07/24/2024
Contractor

Recommended by: Steven Ledbetter Date: 07/30/2024
TKE Engineering, Inc.

Ordered by: _____ Date: _____
Eric Weck, P.E., Engineering Manager

Accepted by: _____ Date: _____
Yellow Jacket Drilling Services, LLC

Yellow Jacket Drilling Services, LLC
9460 Lucas Ranch Road
Rancho Cucamonga, CA 91730-5743
Office: 909.989.8563
Fax: 909-944-9301
Cell: 909-544-1135

Mr. Steve Ledbetter
TKE Engineering, Inc.
909-725-8549

Subject: MW-2a Change Order Request

Hi Steve,

It's been 33 months since we proposed to install the 3 monitoring wells for Mission Springs Water District. We installed 2 of the wells and the 3rd well has been on hold pending site acquisition from the owner. Now that we have access to the well, Yellow Jacket must bid this last monitoring well using today's burden & wages. There have been 3 prevailing wage increases, our burdens on equipment have gone up, PVC & Sand material pricing has nearly doubled, and we have the bond & builders risk premiums to add on top. It is also a separate mobilization for 1 well rather than split between the 3.

For these reasons, we have presented you with a change order request for 27,645.00 to complete this last well. This is approximately a 10% year-over-year increase, which is a normal escalation for our industry.

Please let us know if you will need additional information to approve this change order request.

Thank you,

Dean A Coblish

Dean A. Coblish
CA District Manager
dean@yjdrilling.com
www.yjdrilling.com

ORIGINAL CONTRACT AMMOUNT

Item Nu	Sectio	Item Code	Item Description	Unit of Measure	Quantity	Reference	Unit Price
1	Sectio	101	Mobilization and Demobilization	LS	1		$9,250.00
2	Sectio	102	Clearing, Grubbing, and Grading	LS	1		$2,500.00
3	Sectio	103	Traffic Control	LS	1		$1,250.00
4	Sectio	104	Well Drilling	VF	800	118	$94,400.00
5	Sectio	105	Well Installation	VF	800	50	$40,000.00
6	Sectio	106	Well Development	HOURS	36	300	$10,800.00
7	Sectio	107	Well Equipment	LS	1	25000	$25,000.00
8	Sectio	108	Standby Time with Crew	HOURLY	1	650	$650.00
9	Sectio	109	Standby Time without Crew	HOURLY	1	500	$500.00
							$184,350.00

CURRENT INVOICE BALANCE AVAILABLE

Item Nu	Sectio	Item Code	Item Description	Unit of Measure	Quantity	Reference	Unit Price
1	Sectio	101	Mobilization and Demobilization	LS			$0.00
2	Sectio	102	Clearing, Grubbing, and Grading	LS	0.34		$850.00
3	Sectio	103	Traffic Control	LS	0.34		$425.00
4	Sectio	104	Well Drilling	VF	300	118	$35,400.00
5	Sectio	105	Well Installation	VF	300	50	$15,000.00
6	Sectio	106	Well Development	HOURS	12	300	$3,600.00
7	Sectio	107	Well Equipment	LS	1	25000	$25,000.00
8	Sectio	108	Standby Time with Crew	HOURLY	1	650	$650.00
9	Sectio	109	Standby Time without Crew	HOURLY	1	500	$500.00
							$81,425.00

2024 COST TO DRILL MW-2

Item Nu	Sectio	Item Code	Item Description	Unit of Measure	Quantity	Reference	Unit Price
1	Sectio	101	Mobilization and Demobilization	LS	1	15000	$15,000.00
2	Sectio	102	Clearing, Grubbing, and Grading	LS	1	2500	$2,500.00
3	Sectio	103	Traffic Control	LS	1	1200	$1,200.00
4	Sectio	104	Well Drilling	VF	250	160	$40,000.00
5	Sectio	105	Well Installation	VF	250	65	$16,250.00
6	Sectio	106	Well Development	HOURS	14	355	$4,970.00
7	Sectio	107	Well Equipment	LS	1	28000	$28,000.00
8	Sectio	108	Standby Time with Crew	HOURLY	1	650	$650.00
9	Sectio	109	Standby Time without Crew	HOURLY	1	500	$500.00
							$109,070.00

CHANGE ORDER REQUEST TO DRILL MW-2

Item Nu	Sectio	Item Code	Item Description	Unit of Measure	Quantity	Reference	Unit Price
1	Sectio	101	Mobilization and Demobilization	LS	1	15000	-$15,000.00
2	Sectio	102	Clearing, Grubbing, and Grading	LS	1	2500	-$1,650.00
3	Sectio	103	Traffic Control	LS	1	1200	-$775.00
4	Sectio	104	Well Drilling	VF	250	160	-$4,600.00
5	Sectio	105	Well Installation	VF	250	65	-$1,250.00
6	Sectio	106	Well Development	HOURS	12	355	-$1,370.00
7	Sectio	107	Well Equipment	LS	1	25000	-$3,000.00
8	Sectio	108	Standby Time with Crew	HOURLY	1	650	$0.00
9	Sectio	109	Standby Time without Crew	HOURLY	1	500	$0.00
							-$27,645.00

AGREEMENT

CONTRACT DIR: 398961

THIS AGREEMENT, made this 24 day of January 2022, by and between the MISSION SPRINGS WATER DISTRICT hereinafter called "Owner", and **Yellow Jacket Drilling Services, LLC** doing business as a limited liability company *, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, it is agreed that:

1. The Contractor will commence and complete the **"Construction of the Regional Water Reclamation Facility Monitoring Wells Project".** The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.

3. The Contractor will commence the Work required by the Contract Documents on or before the date specified to commence Work in the Notice to Proceed and will complete the same within **One Hundred Twenty (120) consecutive calendar days** unless the period for completion is extended otherwise by the Contract Documents.

4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages that may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage that will be incurred by Owner if the Work is not completed within the number of calendar days allowed. Accordingly, Owner and Contractor agree that the sum of $500 per day is a reasonable sum to assess as damages to Owner by reason of the failure of Contractor to complete the Work within the time specified.

5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of **$ 184,350.00** or as shown in the Bid Schedule; subject to additions and deductions, if any, in accordance with said documents.

* Insert "a corporation", "a partnership", or "an individual", as applicable.

Payment shall not be made more often than once each thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may upon written request, and at his sole expense after approval by the Board of Directors, deposit substitute securities referenced in Government Code Section 16430, or bank or savings and loan certificates of deposit, as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to ensure performance.

6. The term "Contract Documents" means and includes the following:
   a. Advertisement for Bids
   b. Information for Bidders
   c. Bid
   d. Bid Bond
   e. Federal Provisions
   f. Agreement
   g. Payment Bond
   h. Contract Performance Bond
   i. Notice of Award
   j. Notice to Proceed
   k. Change Orders
   l. General Conditions
   m. Supplemental General Conditions
   n. Special Conditions and Detailed Technical Provisions and Standard Drawings and Details
   o. Drawings prepared for Mission Springs Water District
   p. Addenda:

      No. _____, dated _____, 2022

      No. _____, dated _____, 2022

      No. _____, dated _____, 2022

7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

   CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 3132 BRADSHAW ROAD, POST OFFICE BOX 2600, SACRAMENTO, CALIFORNIA 95826.

9. Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provision of this Contract, or the rights and obligations of either in relation thereto, the party, Owner or Contractor, prevailing in such litigation shall be entitled, in

addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and costs.

10. Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determination at each job site.

11. This project is subject to the State of California "Prevailing Wage Rates".
This project is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. All pertinent wage determinations shall be posted on the jobsite.
If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

Pursuant to SB854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

12. Any sub-tier Contracts resulting from this contract must contain the same contractual language as the original contract.

13. Contractor agrees to and shall indemnify and hold the Owner, its officers, employees and agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind, nature or sort, arising from death, personal injury, property damage or other cause asserted or based upon any negligent act or omission of Contractor, its employees, agents, invitees, or any subcontractor of Contractor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement. As part hereto of the foregoing indemnity, Contractor agrees to protect and to defend at its own expense, including attorneys' fees, Owner and City of Desert Hot Springs, their officers, agents and employees from any and all legal action based upon any negligent acts or omissions of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

LISA PELTON
Notary Public - California
Riverside County
Commission # 2366949
My Comm. Expires Jul 21, 2025

(SEAL)

ATTEST:

Lisa Pelton

Name Lisa Pelton
(Please Type)

Title Notary Public

OWNER:

MISSION SPRINGS WATER DISTRICT

By _____

Name Arden Wallum
(Please Type)

Title General Manager

CONTRACTOR:

Yellow Jacket Drilling Services, LLC

By _____

Name Richard LeBlanc
(Please Type)

Address 3922 E. University Dr., Ste. 1

Phoenix, AZ 85034

Contractor's License No. 1034407

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On February 14, 2022 before me, Lisa Pelton, Notary Public
(insert name and title of the officer)

personally appeared Arden Wallum,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LISA PELTON
Notary Public - California
Riverside County
Commission # 2366949
My Comm. Expires Jul 21, 2025

Signature Lisa Pelton (Seal)

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ Secretary of the Corporation named as CONTRACTOR in the foregoing contract; that _____, who signed said contract on behalf of the CONTRACTOR was then _____ of said corporation; and that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____

(SEAL)

ATTEST:

_____

Name _____
(Please Type)

Title _____

WARRANTY STATEMENT

The Contractor shall be responsible for guaranteeing all workmanship and materials for a maximum of twelve (12) months after completion of the work. The Contractor's Performance Bond and Labor and Materials Bond shall be valid and remain in force for a maximum period of twelve (12) months after completion of the work. Should the Contractor's work fail to conform to the conditions of the contract, as revealed by the Warranty Inspection, which will be conducted between eleven and twelve months after the completion of work, a new Performance Bond, Labor and Materials Bond and Warranty shall be issued by the Contractor and his representatives for all remedial work required at the time.

The Contractor in signing this, acknowledges the provisions of the above statement and hereby certifies complete compliance with the General Conditions as applied to warranties.

Firm Yellow Jacket Drilling Services, LLC

By _____
Richard LeBlanc

Title Operations Manager

Contractor License No. 1034407

Date 1/21/2022

BOND NUMBER: 7901074601
PREMIUM: $3,765.00

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligee hereunder, has awarded to **Yellow Jacket Drilling Services, LLC**, (hereinafter designated as the "Contractor"), a contract dated 01/20/2022, for work described as follows: the **"Construction of the Regional Water Reclamation Facility Monitoring Wells Project"** (hereinafter referred to as the "Public Work Contract"); and

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, Yellow Jacket Drilling Services, LLC, the undersigned Contractor, as Principal, and Nationwide Mutual Insurance Company, a corporation organized and existing under the laws of the State of Ohio, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Mission Springs Water District and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of One Hundred Eighty Four Thousand Three Hundred Fifty Dollars ($ 184,350.00), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the District in

successfully enforcing such obligation, all to be taxed as cash and included in any judgement rendered. In addition to the provisions hereinabove, it is agreed that this bond will insure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Whenever the Principal shall be declared by the Mission Springs Water District to be in default under the above agreement, the Surety shall promptly remedy the default or immediately pay the amount of the bond herein.

For the satisfactory completion of the Project and the Contract hereunder, the above obligations shall remain in full force and effect for a period of one (1) year after the completion of the Project and the acceptance thereof by the Mission Springs Water District, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements, and totally protect the Mission Springs Water District from loss or damage made evident, resulting from, and/or caused by defective materials or faulty workmanship, the Surety shall promptly remedy the default or immediately pay the amount of the bond herein. The obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A.-VII or as otherwise approved by the District.

No final settlement between the District and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on January 28, 2022.

PRINCIPAL:

Yellow Jacket Drilling Services, LLC

By R. LeBlanc.

Richard LeBlanc, Principal Managing Member

SURETY:

Nationwide Mutual Insurance Company

(Seal)

By

Joseph Rosales, Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Arizona)
)
COUNTY OF Maricopa)

On January 28, 2022, before me, the undersigned notary public, personally appeared Joseph Rosales, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Deborah A. Rock

Signature of Notary

CAPACITY CLAIMED BY SIGNER:
_ Individual(s)
_ Corporate
_ Officer(s)
_ Partner(s)
X Attorney-in-Fact
_ Trustee(s)
_ Subscribing Witness
_ Guardian/Conservator
_ Other

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Nationwide Mutual Insurance Company

Commission expires 1-10-2023

(SEAL)

DEBORAH A ROCK
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 558489
MY COMMISSION EXPIRES
JANUARY 10, 2023

NOTE: A copy of the power of attorney to local representatives the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing bond.

_____

(CORPORATE SEAL)

No. 1805-1

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Nationwide Mutual Insurance Company

of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler, Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 22nd day of May, 2013, I have hereunto set my hand and caused my official seal to be affixed this 22nd day of May, 2013.*

Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

RICHARD B. USHER, TAYLOR B. USHER, JOSEPH ROSALES

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of January, 2022.

Assistant Secretary

BDJ 1(02-19)00

BOND NUMBER: 7901074601
PREMIUM: Premium included in Payment Bond

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOWN ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligee hereunder, has awarded to **Yellow Jacket Drilling Services, LLC**, hereinafter designated as the "Contractor"), a contract for the work described as follows:

the **"Construction of the Regional Water Reclamation Facility Monitoring Wells Project"** (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated 01/20/2022, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, Yellow Jacket Drilling Services, LLC, the undersigned Contractor, as Principal, and Nationwide Mutual Insurance Company, a corporation organized and existing under the laws of the State of Ohio, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Mission Springs Water District in the sum of One Hundred Eighty Four Thousand Three Hundred Fifty Dollars ($ 184,350.00), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Works Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one (1) year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the District in successfully enforcing such obligation, all to be taxed as cash and included in any judgment rendered.

The said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Bond to be placed with insurers with a current A.M. Best's rating of no less than A.-V11 or as otherwise approved by the District.

No final settlement between the District and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on January 28, 20 22.

PRINCIPAL:

Yellow Jacket Drilling Services, LLC

By _____
Richard LeBlanc, Principal Managing Member

SURETY: Nationwide Mutual Insurance Company

(Seal)

By _____
Joseph Rosales, Attorney-in-Fact

.025 for 1st $100,000
.015 for next $400,000

The rate of premium on this bond is ____ per thousand.

The total amount of premium charged, $ $3,765.00. (The above must be filled in by corporate surety.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Arizona)
)
COUNTY OF Maricopa)

On January 28, 2022, before me, the undersigned notary public, personally appeared Joseph Rosales, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:
_ Individual(s)
_ Corporate
_ Officer(s)
_ Partner(s)
X Attorney-in-Fact
_ Trustee(s)
_ Subscribing Witness
_ Guardian/Conservator
_ Other

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Nationwide Mutual Insurance Company

Commission expires 1-10-2023

(SEAL)

DEBORAH A ROCK
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 558489
MY COMMISSION EXPIRES
JANUARY 10, 2023

NOTE: A copy of the power of attorney to local representatives the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing bond.

_____

(CORPORATE SEAL)

No. 1805-1

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Nationwide Mutual Insurance Company

of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler, Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 22nd day of May, 2013, I have hereunto set my hand and caused my official seal to be affixed this 22nd day of May, 2013.*

Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

RICHARD B. USHER, TAYLOR B. USHER, JOSEPH ROSALES

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of January, 2022.

Assistant Secretary

BDJ 1(02-19)00

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION OF CONTRACT: **Construction of the Regional Water Reclamation Facility Monitoring Wells Project**

TYPE OF INSURANCE: **WORKER'S COMPENSATION INSURANCE**

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least ~~45 days~~ 30 days advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Policy Number	Effective Date	Expiration Date
UB-2J440716-21-26-G	04/01/21	04/01/22

The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Worker's Compensation Insurance Laws of the State of California.

EFFECTIVE: 01/28/2022

Yellow Jacket Drilling Services LLC
Named Insured

3922 E University Dr, Ste 1
Address

Phoenix, AZ 85034
City, State, Zip

Insurance Company Agent for service of process in California

Melissa DeKoven
(Name)

2710 Gateway Oaks Dr, Ste 150N
(Street Number)

Sacramento, CA 95833-3505
(City, State, Zip)

602-956-4220
(Telephone Number)

Travelers Property Casualty Company of America
Insurance Company

One Tower Square
Address

Hartford, CT 06183
City, State, Zip

By Richard Blasher
(Authorized Representative)
(Attach Acknowledgment)

Hill & Usher LLC
(Company)

3033 N 44th St Ste 300
(Street Number)

Phoenix, AZ 85018
(City, State, Zip)

602-956-4220
(Telephone Number)

NOTICE: No substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ Arizona }

COUNTY OF Maricopa }

On January, 28, 2022, before me, the undersigned notary public, personally appeared Richard B Usher, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Deborah A Rock

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

_ Individual(s)
_ Corporate _____
_ Officer(s) _____
_ Partner(s)
_ Attorney-in-Fact
_ Trustee(s)
_ Subscribing Witness
_ Guardian/Conservator
_ Other Appointed Agent

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Travelers
Hill & Usher

Commission expires January 10th, 2023

(SEAL)

DEBORAH A ROCK
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 558489
MY COMMISSION EXPIRES
JANUARY 10, 2023

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION OF CONTRACT: **Construction of the Regional Water Reclamation Facility Monitoring Wells Project**

TYPE OF INSURANCE: **COMMERCIAL GENERAL LIABILITY INSURANCE**

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least ~~45 days~~ 30 days advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies. 10 days notice for nonpayment of premium.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Policy Number	Effective Date	Expiration Date	Limits of Liability Bodily Injury	Property Damage
DTCO-2J407688-PHX-22	04/01/2021	04/01/2022	$1,000,000	$1,000,000

The following types of coverage are included in this policy (indicated by "X" in space):

Manufacturers' and Contractors'	Yes X	No ___
Owners' and Contractors' Protective	Yes X	No ___
Blanket Contractual	Yes X	No ___
Completed Operations	Yes X	No ___
Owned Automobiles	Yes ___	No X
Hired Automobiles	Yes ___	No X
Non-Owned Automobiles	Yes ___	No X
Broad Form Property Damage	Yes X	No ___
"XCU" Exposure	Yes X	No ___

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

EFFECTIVE: 01/28/22

Yellow Jacket Drilling Services LLC
Named Insured

3922 E University Dr, Ste 1
Address

Phoenix, AZ 85034
City, State, Zip

Insurance Company Agent for service of process in California

Melissa DeKoven
(Name)

2710 Gateway Oaks Drive, Ste 150N
(Address)

Sacramento, CA 95833-3505
(City, State, Zip)

602-956-4220
(Telephone Number)

Travelers Property Casualty Co
Insurance Company

One Tower Square
Address

Hartford, CT 06183
City, State, Zip

By
(Authorized Representative)
(Attach Acknowledgment)

Hill & Usher LLC
(Company)

3033 N 44th St Ste 300
(Address)

Phoenix, AZ 85018
City, State, Zip

602-956-4420
(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ Arizona }

COUNTY OF Maricopa }

On January, 28, 2022, before me, the undersigned notary public, personally appeared Richard B Usher, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

_ Individual(s)
_ Corporate
_ Officer(s)
_ Partner(s)
_ Attorney-in-Fact
_ Trustee(s)
_ Subscribing Witness
_ Guardian/Conservator
X Other Appointed Agent

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Travelers
Hill & Usher

Commission expires January 10th, 2023

(SEAL)

DEBORAH A ROCK
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 558489
MY COMMISSION EXPIRES
JANUARY 10, 2023

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION OF CONTRACT: **Construction of the Regional Water Reclamation Facility Monitoring Wells Project**

TYPE OF INSURANCE: **AUTOMOBILE LIABILITY INSURANCE**

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least ~~45 days~~ 30 days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies. 10 days notice for nonpayment of premium.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Policy Number	Effective Date	Expiration Date	Limits of Liability
810-0N161701-21-26-G	04/01/21	04/01/22	1,000,000

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

EFFECTIVE: 01/28/22

Yellow Jacket Drilling Services LLC
Named Insured

3922 E University Dr Ste 1
Address

Phoenix, AZ 85034
City, State, Zip

Insurance Company Agent for service of process in California

Melissa DeKoven
(Name)

2710 Gateway Oaks Drive, Ste 150N
(Address)

Sacramento, CA 95833-3505
(City, State, Zip)

602-956-4220
(Telephone Number)

Travelers Property Casualty Co
Insurance Company

One Hartford Square
Address

Hartford, CT 06183
City, State, Zip

By: Richard Bleiler
(Authorized Representative)
(Attach Acknowledgment)

Hill & Usher LLC
(Company)

3033 N 44th St Ste 300
(Address)

Phoenix, AZ 85018
(City, State, Zip)

602-956-4220
(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ Arizona }

COUNTY OF Maricopa }

On January, 28, 2022, before me, the undersigned notary public, personally appeared Richard B Usher, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

_ Individual(s)
_ Corporate _____
_ Officer(s) _____
_ Partner(s)
_ Attorney-in-Fact
_ Trustee(s)
_ Subscribing Witness
_ Guardian/Conservator
X Other Appointed Agent

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Travelers
Hill & Usher

Commission expires January 10th, 2023

(SEAL)

DEBORAH A ROCK
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 558489
MY COMMISSION EXPIRES
JANUARY 10, 2023

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION OF CONTRACT: **Construction of the Regional Water Reclamation Facility Monitoring Wells Project**

TYPE OF INSURANCE: **BUILDERS' RISK "ALL RISK" INSURANCE**

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least ~~45 days~~ 30 days advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Policy Number	Effective Date	Expiration Date	Limits of Liability
QT-660-1R576077-TIL-22	02/01/2022	02/01/2023	$185,350

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

EFFECTIVE: 02/01/2022

Yellow Jacket Drilling Services LLC
Named Insured

3922 E University Dr, Ste 1
Address

Phoenix, AZ 85034
City, State, Zip

Insurance Company Agent for service of process in California

Melissa DeKoven
(Name)

2710 Gateway Oaks Dr, Ste 150N
(Address)

Sacramento, CA 95833-3505
(City, State, Zip)

602-9564220
(Telephone Number)

Travelers Property Casualty Company of America
Insurance Company

One Tower Square
Address

Hartford, CT 06183
City, State, Zip

By
(Authorized Representative)
(Attach Acknowledgment)

Hill & Usher LLC
(Company)

3033 N 44th St Ste 300
(Address)

Phoenix, AZ 85018
(City, State, Zip)

602-956-4220
(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ Arizona }

COUNTY OF Maricopa }

On February 2, 2022, before me, the undersigned notary public, personally appeared Richard B Usher, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

_ Individual(s)
_ Corporate
_ Officer(s)
_ Partner(s)
_ Attorney-in-Fact
_ Trustee(s)
_ Subscribing Witness
_ Guardian/Conservator
X Other Appointed Agent

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Travelers
Hill & Usher

Commission expires 10/04/25

(SEAL)

KATELYN WINSLOW
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 615340
MY COMMISSION EXPIRES
OCTOBER 04, 2025

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION OF CONTRACT: **Construction of the Regional Water Reclamation Facility Monitoring Wells Project**

TYPE OF INSURANCE: **EMPLOYER'S LIABILITY INSURANCE**

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least ~~45 days~~ 30 days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Policy Number	Effective Date	Expiration Date	Limits of Liability
UB-2J440716-21-26-G	04/01/21	04/01/22	$1M Each Accident $1M Disease Policy Limit $1M Disease Each Employee

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

EFFECTIVE: 01/28/22

Yellow Jacket Drilling Services LLC
Named Insured

3922 E University Dr Ste 1
Address

Phoenix, AZ 85034
City, State, Zip

Insurance Company Agent for service of process in California

Melissa DeKoven
(Name)

2710 Gateway Oaks Drive, Ste 150N
(Address)

Sacramento, CA 95833-3505
(City, State, Zip)

602-956-4220
(Telephone Number)

Travelers Property Casualty Company of America
Insurance Company

One Tower Square
Address

Hartford, CT 06183
City, State, Zip

By Richard Blusher
(Authorized Representative)
(Attach Acknowledgment)

Hill & Usher LLC
(Company)

3033 N 44th St Ste 300
(Address)

Phoenix, AZ 85018
(City, State, Zip)

602-956-4220
(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ XXXXXX Arizona }

COUNTY OF Maricopa }

On January, 28, 2022, before me, the undersigned notary public, personally appeared Richard B Usher, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

_ Individual(s)
_ Corporate _____
_ Officer(s) _____
_ Partner(s)
_ Attorney-in-Fact
_ Trustee(s)
_ Subscribing Witness
_ Guardian/Conservator
X Other Appointed Agent

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Travelers
Hill & Usher

Commission expires January 10th, 2023

(SEAL)

DEBORAH A ROCK
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 558489
MY COMMISSION EXPIRES
JANUARY 10, 2023

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hill & Usher Insurance & Surety 3033 N 44th St Ste 300 Phoenix, AZ 85018	PHONE (A/C, No, Ext): (800) 956-4220	FAX (A/C, No): (602) 956-4418
	E-MAIL ADDRESS: doccontrol@hillusher.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Yellow Jacket Drilling Services LLC; Richard LeBlanc dba Yellow Jacket Drilling 3922 E University Dr, Ste 1 Phoenix, AZ 85034	INSURER A : Travelers Property Casualty Co	25674
	INSURER B : Travelers Cas In Co of America	19046
	INSURER C : Homeland Insurance Co of NY	34452
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			DT22-CO-2J407688-PHX-21	4/1/2021	4/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			810-0N161701-21-26-G	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-2J444660-21-26	4/1/2021	4/1/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-2J440716-21-26-G	4/1/2021	4/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Leased/Rented Equip			6601367M582	4/1/2021	4/1/2022	Limit	250,000
C	POLL/PROF/TRANS POLL			7930060860004	4/1/2021	4/1/2022	OCC/AGG	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RWRF MONITORING WELLS PROJECT-DRILLING-CA. ADDITIONAL INSURED FORMS CGD 246, CGT 100 & CAT 499 ATTACHED. WAIVER OF SUBROGATION FORMS CGD 316, CAT 353 & WC 990376A ATTACHED. CANCELLATION NOTICE FORMS ILT405 & WC 9906R3 ATTACHED.

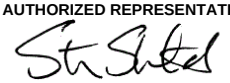
CERTIFICATE HOLDER

MISSION SPRINGS WATER DISTRICT
66575 SECOND ST
Desert Hot Springs, CA 92240

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-2J440716-21-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	WATER AND SEWER LINE AND RELAT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 03-30-21 **ST ASSIGN:**

ISSUE DATE: 04-01-21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION:

"ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THE SCHEDULE

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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ISSUE DATE: 04-01-20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: UB-2J440716-21-26-G

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	**Number of Days Notice**
MISSION SPRINGS WATER DISTRICT **66575 SECOND ST** **Desert Hot Springs, CA 92240**	**30**

DATE OF ISSUE: 01-14-2022 ST ASSIGN:

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BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION MINUTES

Thursday, July 11, 2024 at 3:00 PM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

CALL TO ORDER
President Sewell called the meeting to order at 3:00 PM

ROLL CALL
BOARD MEMBERS PRESENT: President Ivan Sewell, Vice President Robert Griffith, Director Russ Martin Director Amber Duff, Director Ted Mayrhofen

STAFF MEMBER PRESENT: Brian Macy, Marion Champion, Arturo Ceja, Danny Friend, Kurt Kettenacker, Dori Petee, Arthur Cabrera, Cynthia Acosta, Ryan Goodner-Belli, Will Whitten, Amanda Lucas, Eric Weck, April Scott

General Counsel announced that the Board desired to move the closed session to the top of the meeting. He noted that a motion, second, and vote were needed to do so.

President Sewell mentioned the item regarding amending the classification and compensation plan required action be taken today.

President Sewell called for a motion to move the closed session.

Motion made by Vice President Griffith, Seconded by Director Sewell.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Mayrhofen, Director Duff

PUBLIC INPUT
No public input

The Board went into closed session.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION
pursuant to Government Code Section 54956.9 (d)(1) and/or (2) and/or (3). One Case.

CONFERENCE WITH LEGAL COUNSEL - POTENTIAL INITIATION OF LITIGATION
pursuant to Government Code 54956.9(d)(4). One potential case.

REPORT ON ACTION TAKEN DURING CLOSED SESSION
The Board met in closed session on the two items listed above, there was no reportable action taken.

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT
This item will be fully acknowledged on Monday.

ACTION ITEMS

RESOLUTION 2024-20 ~ CONFLICT OF INTEREST CODE UPDATE
It is recommended that Resolution 2024-20, amending the Mission Springs Water District Conflict of Interest Code, be adopted.

Assistant General Manager Marion Champion explained that the Conflict-of-Interest Code designates which individuals must file a disclosure statement, commonly known as Form 700 or Statement of Economic Interests.

Because of a recent change in the District's organizational structure and classification plan, staff recommends updating the list of positions in the District's Conflict of Interest Code, removing the Government & Public Affairs Manager position.

RESOLUTION 2024-21 ~ AMENDING THE CLASSIFICATION AND COMPENSATION PLAN FOR FY 2024-2025
It is recommended to adopt Resolution 2024-21 amending the employee Classification and Compensation Plan for FY 2024-2025.

GM Macy noted that the Board needs to take action on this item today. Oriana Hoffert, HR Manager, presented and explained that the reason for the change was minor rounding errors embedded in the way Excel rounds up or down.

Motion made by Vice President Griffith, Seconded by Director Duff.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

RESOLUTION 2024-22 ~ ADOPTING AN ADMINISTRATIVE CODE
It is recommended to approve Resolution 2024-22 adopting an Administrative Code.

Assistant General Manager Marion Champion presented. She noted that the purpose of this document is to bring order and organization to the District's policies and procedures. It does not create anything new or change any prior actions. She noted that the benefits of the Codification include, but are not limited to, accessibility, consistency, legal certainty, efficiency, and transparency.

CONTRACT AMENDMENT NO. 1 WITH LAYNE CHRISTENSEN COMPANY FOR THE DOWNHOLE REHABILITATION OF WELL 42
It is recommended to authorize the General Manager to execute Contract Amendment No. 1 with Layne Christensen Company for site work and well fitting for new Well 42 in the amount of $234,000.00 from $3,843,867.89 to $4,077,867.89, augment the capital improvement budget for Job No. 11147 in the amount of $234,000.00 from $4,739,000.00 to $4,973,000.00, and do all things necessary to complete the project.

Engineering Manager Eric Weck presented. He gave a project background and addressed a previous delay and its solution. Construction of Well 42 was delayed in September 2021 due to modifications proposed to the pumping and electrical equipment. Following approval of the modification and material procurement, MSWD initiated the steps to resume construction. As part of the process, the hydrogeologist and contractor recommended a video of the well and brush and bail of the well, which revealed additional tasks necessary to bring Well 42 into service.

CONTRACT AMENDMENT NO. 2 WITH KYLE GROUNDWATER INC. TO DEVELOP A WELL-REHABILITATION PRIORITIZATION PROGRAM
It is recommended to authorize the General Manager to execute Contract Amendment No. 2 with Kyle Groundwater, Inc. to Develop a Well Rehabilitation Prioritization Program in the amount of $17,070.00 from $73,206.00 to $90,276.00, and do all things necessary to complete the project.

Danny Friend, Director of Operations, presented on this item. To proactively address well maintenance, the District engaged Kyle Groundwater in July 2022 to develop a comprehensive well rehabilitation program. This strategic document will guide staff in decision making for future well maintenance and well replacement projects designed to optimize and maintain production capacity and will identify those wells that are in most need of rehabilitation and that stand the best chance for success at the lowest cost. Additionally, it will also identify wells that should be operated to failure while planning for replacement. Mr. Friend shared an MSWD Production Well Status on all wells.

CONTRACT AMENDMENT NO. 1 WITH LEGEND PUMP AND WELL SERVICE INC. AND CAPITAL PROJECT BUDGET AUGMENTATION FOR WELL 34 REHABILITATION

It is recommended to authorize the General manager to execute Contract Amendment No. 1 with Legend Pump and Well Service Inc. for well 34 in the amount of $30,000.00 from $622,228.20 to $652,228.20, augment the capital improvement budget for Job No. 11742 in the amount of $50,000.00 from $694,000.00 to $744,000.00, and do all things necessary to complete the project.

Eric Weck, Engineering Manager, presented this item. He gave a brief background on the project's original scope and noted that, to date, much of the work has been completed. Following the Well 34 test pumping, it was determined that Booster Pumps No. 1 and No. 2 were non-operational and subsequently were pulled and inspected to identify repairs needed. It was determined that Booster Pumps No. 1 and No. 2 required new downhole equipment, including new pump bowl assemblies, line shafts, column pipe, and a motor rebuild was also recommended. The contractor provided a change order request to complete the rehabilitation work for Booster No. 1 and No. 2. Given that said work is out of scope and the amount exceeds the available contingency; a contract amendment is required to complete the booster rehabilitation work prior to completing the remaining contract work.

CALIFORNIA SPECIAL DISTRICT ASSOCIATION BOARD OF DIRECTORS, SEAT A TERM 2025 - 2027 SOUTHERN NETWORK

It is recommended that the Board review, consider, and select one (1) of the three (3) candidates nominated for Seat A - Southern Network and direct the General Manager to vote for the candidate of their choice.

General Manager Macy explained how this process has worked previously. The Board was directed to review the selection, and a discussion will take place on Monday.

CONTRACT AGREEMENT WITH TKE ENGINEERING, INC. FOR ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES

It is recommended to authorize the General Manager to execute a Contract Agreement with TKE Engineering, Inc. for On-Call Professional General Engineering Services in the amount of $350,000.00 for FY 2024-25.

Eric Weck, Engineering Manager, presented. He noted This item pertains to executing a contract agreement with TK Engineering for professional General Engineering Services. TKE Engineering provides experienced Engineers to supplement MSWD staff on an as-needed basis to development to develop project plans and perform inspections on Capital Improvements, as well as privately funded development projects, and plays a very important role in completing needed Water Resource activities under their General Engineering Services. This includes representing the district at the Coachella Valley Water Management Group, managing the salt nutrient management plan and managing the groundwater quality management plan for the district, as well as inspecting privately developed and privately funded development projects such as the Viento project, the Rancho Descanso project and now the Pods storage project off 19th Avenue. TKE is actively managing many projects for MSWD under their on-call General engineering contract. Mr. Weck reviewed the new/proposed task orders related to this contract.

Mike Thornton, President of TKE, addressed the Board. He addressed some comments brought up by the Board and assured them they have the resources to meet all the district's needs. He relied heavily on their prior track record with MSWD.

Director Duff expressed concerns over projects with their own scope being included in an “on-call” contract and noted she would like to see those projects have their own contract, leaving the on-call contract for exactly that: on-call projects as they arise. General Manager Macy concurred, stating this item would be broken down into three contracts.

DISCUSSION ITEMS

NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE
Terry Renner of TKE presented a construction and grant funding update to the Board.

CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE
This presentation will take place on Monday

FRONT LOBBY DISCUSSION
Arturo Ceja, Director of Finance, who also oversees Customer Service, explained that it is often difficult to send Customer Service Representatives for training due to decreased staff and District hours. He expressed the need to close the Customer Service window on Fridays so the staff may receive the training they need. He noted the District would still be open by appointment if needed. He noted that customers have complained in the past that our hours are reduced on Fridays. The Board will give this consideration and discuss it again on Monday.

CONSENT AGENDA

APPROVAL OF MINUTES
It is recommended to approve the minutes as follows:
June 5, 2024 - Special Meeting Workshop
June 13, 2024 - Study Session
June 17, 2024 - Board Meeting

REGISTER OF DEMANDS
The register of demands totaling $3,057,299.09

Vice President Griffith pulled the register of demands for further discussion.

REPORTS

GENERAL MANAGER’S REPORT
Included in this report are the following oral reports:
A. Finance Report
B. Public Affairs Report

Marion Champion presented the Public Affairs report, which highlighted some of the department's activities this past month.

COMMENTS

DISTRICT COUNSEL COMMENTS
No comments at this time.

DIRECTOR COMMENTS & REQUESTS
A. Director General Comments
B. Director Requests for Future Agenda Items
C. Director Requests for Future Meeting

Director Martin complimented the CCR.

Director Mayrhofen noted he sent an email to the President and the GM regarding ethics training and the Board's relationship with the General Counsel. He expressed his desire to see this come back as a workshop.

President Sewell expressed his appreciation to the staff and community for rallying around a previous employee who was in a terrible car accident.

ADJOURN
With no further business, President Sewell adjourned the meeting at 6:00 PM

Respectfully summited,

_____

Dori Petee
Executive Assistant

BOARD OF DIRECTORS REGULAR MEETING MINUTES

Monday, July 15, 2024 at 3:00 PM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

CALL TO ORDER
President Sewell called the meeting to order at 3:00 PM.

ROLL CALL
BOARD MEMBERS PRESENT: President Ivan Sewell, Vice President Robert Griffith, Director Russ Martin Director Amber Duff

BOARD MEMBERS ABSENT: Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Brian Macy, Danny Friend, Arturo Ceja, Arthur Cabrera, Adrian Gaona, Cynthia Acosta, Michael Moore, Richard Andrade, Ryan Goodner-Belli, Will Whitten, Amanda Lucas, Eric Weck, Jeff Nutter, Kurt Kettenacker, April Scott, Dori Petee

PLEDGE OF ALLEGIANCE
Led by Director Martin

PUBLIC INPUT
No public input.

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT
The Board acknowledged the following employees:
NEW HIRES

Richard Andrade	Field Operations Technician I

ANNIVERSARIES

Adrian Gaona	Field Service Representative I	2 Years
Michael Moore	Field Operations Technician II	5 Years

ACTION ITEMS

RESOLUTION 2024-20 ~ CONFLICT OF INTEREST CODE UPDATE
The Board adopted Resolution 2024-20, amending the Mission Springs Water District Conflict of Interest Code.

Motion made by Director Duff, Seconded by Vice President Griffith.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff

RESOLUTION 2024-21 ~ AMENDING THE CLASSIFICATION AND COMPENSATION PLAN FOR FY 2024-2025

The Board adopted Resolution 2024-21 amending the employee Classification and Compensation Plan for FY 2024-2025.

Nothing further to add. Action was taken at the Study Session

RESOLUTION 2024-22 ~ ADOPTING AN ADMINISTRATIVE CODE

The Board approved Resolution 2024-22 adopting an Administrative Code.

Motion made by Director Martin, Seconded by President Sewell.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff

CONTRACT AMENDMENT NO. 1 WITH LAYNE CHRISTENSEN COMPANY FOR THE DOWNHOLE REHABILITATION OF WELL 42

The Board authorized the General Manager to execute Contract Amendment No. 1 with Layne Christensen Company for site work and well fitting for new Well 42 in the amount of $234,000.00 from $3,843,867.89 to $4,077,867.89, augment the capital improvement budget for Job No. 11147 in the amount of $234,000.00 from $4,739,000.00 to $4,973,000.00, and do all things necessary to complete the project.

Motion made by Director Martin, Seconded by Vice President Griffith.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff

CONTRACT AMENDMENT NO. 2 WITH KYLE GROUNDWATER INC. TO DEVELOP A WELL-REHABILITATION PRIORITIZATION PROGRAM

The Board authorized the General Manager to execute Contract Amendment No. 2 with Kyle Groundwater, Inc. to Develop a Well Rehabilitation Prioritization Program in the amount of $17,070.00 from $73,206.00 to $90,276.00 and do all things necessary to complete the project.

Motion made by Director Duff, Seconded by Vice President Griffith.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff

CONTRACT AMENDMENT NO. 1 WITH LEGEND PUMP AND WELL SERVICE INC. AND CAPITAL PROJECT BUDGET AUGMENTATION FOR WELL 34 REHABILITATION

The Board authorized the General manager to execute Contract Amendment No. 1 with Legend Pump and Well Service Inc. for well 34 in the amount of $30,000.00 from $622,228.20 to $652,228.20, augment the capital improvement budget for Job No. 11742 in the amount of $50,000.00 from $694,000.00 to $744,000.00, and do all things necessary to complete the project.

Motion made by Director Martin, Seconded by Director Duff.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff

CALIFORNIA SPECIAL DISTRICT ASSOCIATION BOARD OF DIRECTORS, SEAT A TERM 2025 - 2027 SOUTHERN NETWORK

The Board reviewed, considered, and selected one (1) of the three (3) candidates nominated for Seat A - Southern Network and directed the General Manager to vote for the candidate of their choice.

The Board discussed the nominations and directed the GM to place a vote for Jason Dafforn.

CONTRACT AGREEMENTS WITH TKE ENGINEERING, INC. FOR ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES
The Board authorized the General Manager to execute three contract agreements with TKE Engineering, Inc. for On-Call Professional General Engineering Services in the total amount of $415,000.00 for FY 2024-25.

General Manager Macy noted this item has been broken into three contracts at the discretion of the Board.

Motion made by Vice President Griffith, Seconded by Director Martin.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff

DISCUSSION ITEMS

NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE
Nothing further to add.

CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE
No update this month.

FRONT LOBBY DISCUSSION
General Manager Macy noted that the staff considered the comments made at the Study Session. They will continue to research and try to figure out ways to better serve our customers and, at the appropriate time, bring this back for further discussion.

CONSENT AGENDA

Motion made by Director Martin, Seconded by Vice President Griffith.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff

APPROVAL OF MINUTES
It is recommended to approve the minutes as follows:
June 5, 2024 - Special Meeting Workshop
June 13, 2024 - Study Session
June 17, 2024 - Board Meeting

REGISTER OF DEMANDS
The register of demands totaling $3,057,299.09

REPORTS

DIRECTOR'S REPORTS
Director Martin reported attending the following meetings and events: 6/4 DHS City Council Meeting, 6/6 DVBA Legislative Meeting, 6/11 RivCo Board of Supervisors Meeting, 6/12 CVEP Morning Insights

Meeting, 6/24 CVAG General Assembly, 6/24 Agua Caliente Water Authority Meeting, 6/25 RivCo Board of Supervisors Meeting, 6/27 DVBA Member Appreciation Party.

Director Duff reported attending the following meetings and events: 6/11 CVWD Board Meeting, 6/12 CVEP Morning Insights, 6/12 ACWA Legislative Meeting, 6/13 CVAG ~ CVCC and Energy & Sustainability Meeting, 6/24 CVAG General Assembly, 6/25 CVWD Board Meeting.

Vice President Griffith reported attending the following meetings and events: 6/4 DWA Board Meeting, 6/19 DWA Board Meeting.

President Sewell reported attending the following meetings and events: 6/12 CVEP Morning Insights and 6/20 GCVCC Annual Installation Dinner.

GENERAL MANAGER'S REPORT
Included in this report are the following oral reports:
A. Finance Report
B. Public Affairs Report

Arturo Ceja presented the financial report.

COMMENTS

DISTRICT COUNSEL COMMENTS
Counsel announced there will be a closed session today.

DIRECTOR COMMENTS & REQUESTS
A. Director General Comments
B. Director Requests for Future Agenda Items
C. Director Requests for Future Meetings

Director Martin complimented the CCR and wished Director Duff and President Sewell a Happy Birthday.

Director Duff complimented and thanked the Board for the constructive communication.

Vice President Griffith noted the importance of Field Employees taking required breaks, especially during the high heat.

President Sewell echoed the sentiments of his fellow board members and complimented the staff for all their work.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: MISSION SPRINGS WATER DISTRICT, a California Water District, Plaintiff, v. SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, Case No. CVPS2402637

REPORT ON ACTION TAKEN DURING CLOSED SESSION
The Board met on the above-mentioned case; no reportable action was taken.

ADJOURN
With no further business, President Sewell adjourned the meeting at 4:28 PM

Respectfully Submitted,

Dori Petee
Executive Assistant

MISSION SPRINGS WATER DISTRICT - 15:20:43 08-01-24
(PAP40:FAP16) CASH DISBURSEMENTS FOR PERIOD 07-01-2024 THRU 07-31-2024 BY VENDOR NAME

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003158	07-10-24	ACWA-JPIA HEALTH BENEFITS AUTH.	AUGUST 2024 PREPAID INSURANCE	96,292.51	96,292.51		96,292.51
1003159	07-10-24	ACWA/JOINT POWERS INSUR AUTH	EXCESS CRIME INSURANCE	781.00	781.00		781.00
1003249	07-18-24	ACWA/JOINT POWERS INSUR AUTH	ACWA WORKERS COMP QTR. 2	40,983.11	40,983.11		40,983.11
1003362	07-31-24	ACWA/JOINT POWERS INSURANCE AUTHORITY	CLAIM #10-1650 QTR ENDED 06.30.24	500.00	500.00		500.00
			RESTITUTION PAYMENT				
1003117	07-08-24	ADRIAN GAONA MORENO	BOOT REIMBURSEMENT	185.71	185.71		185.71
99107977	07-09-24	AFLAC	JUNE 2024 AFLAC DEDUCTIONS	2,486.90	2,486.90		2,486.90
1003328	07-25-24	AI MIN WANG	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003250	07-18-24	AIR & HOSE SOURCE INC.	REPLACEMENT HYDRAULIC HOSE	196.53	196.53		196.53
1003234	07-15-24	ALEXEY SHAKHLEYEVICH	ACCOUNT REFUND 9222 SILVER STAR AVE	43.17	43.17		43.17
1003189	07-12-24	AMELIA LUZ HALL	ACCOUNT REFUND 9896 PALM DR	7.54	7.54		7.54
1003363	07-31-24	AMERICAN WATER WORKS ASSOCIATION	AWWA MEMBERHSIP DUES 2024-25	2,594.00	2,594.00		2,594.00
1003329	07-25-24	ANDREW FRISQUE	SMART CONTROLLER REBATE	150.00	150.00		150.00
1003330	07-25-24	ANDY GRUNNET	BOOT REIMBURSEMENT	300.00	300.00		300.00
1003190	07-12-24	ANNA EDNEY	ACCOUNT REFUND 9151 WARWICK DR	74.30	74.30		74.30
1003160	07-10-24	ANSAFONE CONTACT CENTERS	ANSAFONE ANSWERING SERVICE	493.43	493.43		493.43
1003204	07-15-24	ANTHONY LEE	ACCOUNT REFUND 16839 VIA CORTO W	2.27	2.27		2.27
1003331	07-25-24	ANTHONY R HALL	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003307	07-23-24	ARIANA DOMINGUEZ	ACCOUNT REFUND 8453 MOUNT WHITNEY AVE	48.85	48.85		48.85
1003219	07-15-24	ARTHUR ALT	ACCOUNT REFUND 69265 PARKSIDE DR	24.40	24.40		24.40
1003191	07-12-24	ARTHUR BAUTISTA, JR.	ACCOUNT REFUND 13166 VIA REAL	50.71	50.71		50.71
1003192	07-12-24	ATHENA STRATTON	ACCOUNT REFUND 10265 WEST DR	65.40	65.40		65.40
1003161	07-10-24	BABCOCK LABORATORIES, INC.	TOTAL N TESTING - DC EFF.	210.56	361.66		361.66
			TOTAL N PACKAGE - HORTON INF.	151.10			
1003332	07-25-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE - HORTON CLARIFIER	250.18	710.92		710.92
			TOTAL N PACKAGE - HORTON WWTP	210.56			
			TOTAL N PACKAGE - HOROTN CLARIFIER EFF.	250.18			
1003308	07-23-24	BANK OF AMERICA NA	ACCOUNT REFUND 16473 AVE RAMADA	83.19	83.19		83.19
1003309	07-23-24	BARBARA SIMS	ACCOUNT REFUND 12563 KNOLL DR	79.25	79.25		79.25
1003118	07-08-24	BECK OIL, INC.	UNLEADED GASOLINE	4,094.45	11,781.58		11,781.58
			DIESEL FUEL	827.50			
			UNLEADED GASOLINE	4,291.68			
			DIESEL FUEL	2,567.95			
99108013	07-08-24	BERKADIA COMMERCIAL MORTGAGE	AD 7 LOAN INT. & PRIN. FINAL PAYMENT	16,580.00	16,580.00		16,580.00
1003162	07-10-24	BLUEBEAM INC	SUBSCRIPTION UPGRADE & RENEWAL	952.00	952.00		952.00
1003220	07-15-24	BRENDA SUE ENGDAHL	ACCOUNT REFUND 16431 VISTA CERRO DR	7.36	7.36		7.36
1003322	07-23-24	BRETT BALSIGER	ACCOUNT REFUND 12559 SYLVANUS DR	43.49	43.49		43.49
1003251	07-18-24	BRINKS INCORPORATED	JUNE SERVICES	306.85	387.72		387.72
			JUNE SERVICES	80.87			
1003297	07-23-24	BRUCE HAMMETT	ACCOUNT REFUND 19392 RUPPERT ST	81.44	81.44		81.44
1003252	07-18-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	CLASSIC-UNFUNDED ACCRUED LIABILITY PENSION PREPAY	673,766.00	678,441.00		678,441.00
			FY24/25				
			PEPRA - UNFUNDED ACCRUED LIABILITY PENSION PREPAY	4,675.00			
			FY24/25				
99108165	07-18-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 06.21.2024	35,852.16	35,852.16		35,852.16
99108291	07-31-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 07.05.24	37,116.81	37,116.81		37,116.81
1003334	07-25-24	CALIFORNIA ASSOCIATION OF	MEMBERSHIP RENEWAL	275.00	275.00		275.00
1003310	07-23-24	CARLLEN MARTINEZ	ACCOUNT REFUND 62466 N STARCROSS DR	10.56	10.56		10.56
1003364	07-31-24	CARLO EMAMI DBA SAFEWEST	WORKPLACE VIOLENCE TRAINING PROGRAM	8,216.41	8,216.41		8,216.41
1003298	07-23-24	CAROLINA ESPINOZA	ACCOUNT REFUND 12925 REDBUD RD	50.47	50.47		50.47
1003163	07-10-24	CARPI & CLAY. INC	JUNE 2024 FEDERAL ADVOCACY SERVICES	5,000.00	5,000.00		5,000.00

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003253	07-18-24	CASAMAR GROUP, LLC	WELL 34 REHAB - LABOR COMPLIANCE	184.47	3,124.35	415.06	3,539.41
			LABOR COMPLIANCE - LO LYNCH	581.24			
			LABOR COMPLIANCE - F.M. THOMAS	512.28			
			LABOR COMPLIANCE - MCDONALD ELECTRIC	280.03			
			LABOR COMPLIANCE - URBAN HABITAT	485.68			
			LABOR COMPLIANCE MAY SERVICES	1,495.71			
1003365	07-31-24	CASAMAR GROUP, LLC	JUNE SERVICES	1,946.48	1,808.13	138.35	1,946.48
1003164	07-10-24	CASEY DOLAN	JUNE 2024 DIGITAL AD. & CONSULTING	650.00	650.00		650.00
1003221	07-15-24	CATHERINE BROWN	ACCOUNT REFUND 64028 ALPINE ST	16.48	16.48		16.48
1003323	07-23-24	CHASITY SORIANO	ACCOUNT REFUND 66905 FLORA AVE	13.98	13.98		13.98
1003119	07-08-24	CINDY UKEN	SPONSORED CONTENT	2,800.00	2,800.00		2,800.00
1003120	07-08-24	CITY OF DESERT HOT SPRINGS	UUT APRIL 2024	30,936.42	30,936.42		30,936.42
1003254	07-18-24	CITY OF DESERT HOT SPRINGS	CITY ENC. PERMIT - 9611 SAN SIMEON DR.	320.97	320.97		320.97
1003366	07-31-24	CITY OF DESERT HOT SPRINGS	CITY OF DHS ENC. PERMIT 66091 CAHUILLA AVE	320.97	641.94		641.94
			ENC. PERMIT 66079 CAHUILLA AVENUE	320.97			
1003367	07-31-24	CITY OF DESERT HOT SPRINGS	UUT MAY 2024	36,880.93	36,880.93		36,880.93
1003165	07-10-24	CLINICAL LABORATORY OF SAN BERNARDINO	LAB SERVICES FOR SAMPLES - 04/2024	3,989.00	6,041.00		6,041.00
			LAB SAMPLES - 06/2024 - PRODUCTION	2,052.00			
1003368	07-31-24	CLINICAL LABORATORY OF SAN BERNARDINO	BOD TESTING - 06/2024	270.00	270.00		270.00
1003121	07-08-24	CORE & MAIN LP	STOP BALL ANG12-425	5,031.93	31,627.01		31,627.01
			AIR RELEASE VALVES	3,574.18			
			BRZ SADDLE D/S J979	773.17			
			VALVE KEYS - WRIGHT PLANT	580.23			
			HARDWARE INVENTORY	5,773.67			
			HARDWARE INVENTORY	9,764.29			
			HARDWARE INVENTORY	1,187.26			
			TAPPING SADDLE	1,788.65			
			FLG GASKET	10.78			
			VALVE KEY, KLEIN GRIP	1,745.01			
			SERVICE SADDLE MAINLINE	578.94			
			CLA-VAL REPAIR KIT	818.90			
1003255	07-18-24	CORE & MAIN LP	18' FLANGE GASKET	17.24	9,565.68		9,565.68
			PILOT ASSEMBLY WTR PRODUCTION	2,751.68			
			CONCRETE BOX	1,809.66			
			INSTALL PARTS - SAMPLE STATIONS	517.63			
			1' COPPER SAMPLE STATION INSTALLS	4,469.47			
1003333	07-25-24	CORONA ENVIRONMENTAL CONSULTING, LLC	PROGRESS PAYMENT #7	13,637.50	0.00	13,637.50	13,637.50
1003257	07-18-24	COUNTY OF RIVERSIDE	ENC24061467 PERMIT	1,194.00	2,388.00		2,388.00
			ENC24061470 PERMIT	1,194.00			
1003335	07-25-24	COUNTY OF RIVERSIDE	ENC24070021	1,145.00	3,904.00		3,904.00
			ENC24061478	1,194.00			
			ENC24070027	1,565.00			
			JOSHUA RD.				
1003256	07-18-24	COUNTY OF RIVERSIDE AUDITOR CONTROLLER	LAFCO FEES FY25	5,828.36	5,828.36		5,828.36
1003122	07-08-24	CWEA	ANDY G. MEMBERSHIP DUES	221.00	221.00		221.00
1003258	07-18-24	CYPRESS DENTAL ADMINISTRATORS	AUG 2024 PREPAID DENTAL INSURANCE	4,504.37	4,504.37		4,504.37
1003123	07-08-24	D & H WATER SYSTEMS, INC.	REPLACEMENT POLYMER HOSES	248.45	888.28		888.28
			CHECK VALVE - POYMER PUMP	639.83			
1003124	07-08-24	DAVID PENA	BOOT REIMBURSEMENT	32.78	32.78		32.78
1003205	07-15-24	DENNIS ST PETER	ACCOUNT REFUND 15300 PALM DR #62	0.47	0.47		0.47
1003125	07-08-24	DHS EAGLES INC	SPONSORSHIP - DHS FOOTBALL	250.00	250.00		250.00

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1003369	07-31-24	DORI M PETEE	REIMBURSEMENT - REC CENTER ITEMS	21.83	21.83		21.83
1003324	07-23-24	DOROTHY DEMPSEY	ACCOUNT REFUND 11320 AMBROSIO DR	123.10	123.10		123.10
1003336	07-25-24	DOWNING CONSTRUCTION, INC.	PROGRESS PAYMENT #16	174,045.03	0.00	174,045.03	174,045.03
1003259	07-18-24	E.H. WACHS	UNIT 414 - REPLACVEMENT BRAKE HANDLE ASSEMBLY	768.86	768.86		768.86
1003338	07-25-24	E.H. WACHS	REPLACEMENT TELESCOPING	1,396.58	1,396.58		1,396.58
1003260	07-18-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 06.07.24	4,007.82	12,941.75		12,941.75
			SLUDGE HAULING 06.14.24	2,125.13			
			SLUDGE HAULING 06.14.24	2,705.39			
			SLUDGE HAULING 06.21.24	4,103.41			
1003370	07-31-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 06.28.24	4,003.53	17,044.37		17,044.37
			SLUDGE HAULING TRACTOR UNIT	3,000.00			
			SLUDGE HAULING BELT TRAILER	2,000.00			
			SLUDGE HAULING 07.05.24	4,018.86			
			SLUDGE HAULING 07.12.24	4,021.98			
99108016	07-12-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 07.05.2024	60,218.66	60,218.66		60,218.66
99108262	07-26-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 07.19.2024	57,581.18	57,581.18		57,581.18
1003222	07-15-24	ELVINA CAROLINA JUAREZ	ACCOUNT REFUND 13204 EL CAJON DR	50.84	50.84		50.84
PR071224	07-12-24	EMPLOYEE PAYROLL CHECKS		2,361.85	2,361.85		2,361.85
PR072624	07-26-24	EMPLOYEE PAYROLL CHECKS		0.00	0.00		0.00
1003371	07-31-24	ENTERPRISE FM TRUST	MONTHLY LEASE FLEET - 07/2024	25,165.95	25,165.95		25,165.95
1003261	07-18-24	ENVIROGEN TECHNOLOGIES INC	URANIUM TREATMENT 06/2024	4,095.87	4,095.87		4,095.87
1003206	07-15-24	ESTATE OF DAVID P. DRUMM	ACCOUNT REFUND 54150 KALSMAN DR	0.46	0.46		0.46
1003193	07-12-24	ESTATE OF RICHARD DIEKAN	ACCOUNT REFUND 66827 BUENA VISTA AVE	13.19	13.19		13.19
1003207	07-15-24	ESTEFANY RAMIREZ	ACCOUNT REFUND 15714 AVE RAMADA	20.41	20.41		20.41
1003126	07-08-24	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SERVICES MAY 2024	2,287.50	4,575.00		4,575.00
			DISINFECTING SERVICES MAY 2024	2,287.50			
1003372	07-31-24	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SERVICES 06/2024	1,830.00	3,660.00		3,660.00
			DISINFECTING SERVICES 06/2024	1,830.00			
1003235	07-15-24	EZEQUIEL DE LA TORRE	ACCOUNT REFUND 13762 STARLIGHT WAY	19.33	19.33		19.33
1003127	07-08-24	FARMER BROS. CO	ADMIN ORDER	33.47	33.47		33.47
1003166	07-10-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.49	102.98		102.98
			WELLS FARGO OVERNIGHT FEE	51.49			
1003262	07-18-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.49	51.49		51.49
1003195	07-12-24	FELICIA GARCIA	ACCOUNT REFUND 66334 SAN JUAN RD	42.57	42.57		42.57
1003236	07-15-24	FELIPE CUAHUIZO	ACCOUNT REFUND 66934 GRANADA AVE	94.38	94.38		94.38
1003194	07-12-24	FELISHIA WILLIAMS	ACCOUNT REFUND 65570 AVE CADENA	320.69	320.69		320.69
1003339	07-25-24	FERGUSON WATERWORKS #1083	REPLACEMENT METER ANTENNA CABLES	1,035.21	1,035.21		1,035.21
1003128	07-08-24	FERNANDO RUELAS	BOOT REIMBURSEMENT	164.95	300.00		300.00
			BOOT REIMBURSEMENT	135.05			
1003208	07-15-24	FGH INVESTMENTS, LLC	ACCOUNT REFUND 16051 VIA QUEDO	16.32	16.32		16.32
1003223	07-15-24	FINANCIAL FITNESS, LLC	ACCOUNT REFUND 66183 3RD ST	8.63	8.63		8.63
1003129	07-08-24	FM THOMAS AIR CONDITIONING INC	SEMI-ANNUAL MAINTENANCE	2,480.00	2,480.00		2,480.00
1003130	07-08-24	FORSHOCK	GEOSCADA LIC. CONVERSION	1,265.00	0.00	1,265.00	1,265.00
1003131	07-08-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 06.21.24 PMT 21	150.00	150.00		150.00
1003263	07-18-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 07.05.24 PMT 22	150.00	150.00		150.00
1003373	07-31-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 07.19.24 PMT 23	150.00	150.00		150.00
1003264	07-18-24	FULL CIRCLE PRESS	RED/YELLOW SHUT OFF TAGS RESTOCK	2,671.71	2,671.71		2,671.71
1003299	07-23-24	GABINO BAEZ	ACCOUNT REFUND 65786 6TH ST	25.01	25.01		25.01
1003132	07-08-24	GALLAGHER BENEFIT SERVICES INC	CLASSIFICATION & COMPENSATION	50.00	50.00		50.00
1003224	07-15-24	GEORGE SAYEGH	ACCOUNT REFUND 69671 EASTSIDE CT	16.32	16.32		16.32
1003225	07-15-24	GINGER POWERS	ACCOUNT REFUND 69480 FAIRWAY DR	14.40	14.40		14.40

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1003300	07-23-24	GLADIS RIVAS	ACCOUNT REFUND 65490 SALIDA DEL SOL PL	61.96	61.96		61.96
1003167	07-10-24	GOLD STAR VENTURES EAST	REGIONAL PLANT MONUMENT SIGN	1,717.90	1,717.90		1,717.90
1003340	07-25-24	GRAINGER	WATER PUMP C&M	875.55	875.55		875.55
1003133	07-08-24	GRANT FOURNIER	BOOT REIMBURSEMENT	300.00	300.00		300.00
1003341	07-25-24	GREG CHAPMAN, JR	BOOT REIMBURSEMENT	288.72	288.72		288.72
1003226	07-15-24	GREGORY C. RAMOS	ACCOUNT REFUND 16171 AVE ATEZADA	13.63	13.63		13.63
1003134	07-08-24	HACH COMPANY	PUNCHLIST ITEM - PROBE	3,327.32	0.00	3,327.32	3,327.32
1003209	07-15-24	HAZEL TALAMANTES	ACCOUNT REFUND 62732 N CRESCENT ST	23.60	23.60		23.60
1003374	07-31-24	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	2,926.19	2,700.96	225.23	2,926.19
1003169	07-10-24	INFOSEND INC	MONTHLY BILLING SERVICES	5,675.07	9,841.99		9,841.99
			MONTHLY PAST DUE NOTICES	4,166.92			
1003265	07-18-24	INFOSEND INC	JUNE NEWSLETTER	7,407.70	7,407.70		7,407.70
1003342	07-25-24	INFOSEND INC	MONTHLY SERVICES	168.59	168.59		168.59
1003375	07-31-24	INFOSEND INC	MONTHLY NEWSLETTER	1,297.25	1,297.25		1,297.25
1003376	07-31-24	INTELESYS	MONTHLY MANAGED IT SERVICES	8,100.00	16,564.00		16,564.00
			MONTHLY MANAGED IT SERVICES	8,464.00			
1003377	07-31-24	IRIS GROUP HOLDINGS LLC DBA EVERON	SECURITY SERVICES - ADMIN/CORP YARD	351.32	351.32		351.32
1003266	07-18-24	IVAN SEWELL	MILEAGE REIMBURSEMENT	38.86	38.86		38.86
1003267	07-18-24	J.F. SHEA CONSTRUCTION, INC.	PROGRESS PAYMENT 26	122,517.89	0.00	122,517.89	122,517.89
1003343	07-25-24	J.F. SHEA CONSTRUCTION, INC.	PROGRESS PAYMENT 27	381,209.02	0.00	381,209.02	381,209.02
99108375	07-31-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE FOR PP #26	6,448.31	0.00	6,448.31	6,448.31
1003227	07-15-24	JAIME ROCHA	ACCOUNT REFUND 13560 DEL RAY LN	25.04	25.04		25.04
1003210	07-15-24	JANET LAMKIN	ACCOUNT REFUND 65565 ACOMA AVE #40	3.19	3.19		3.19
1003135	07-08-24	JANET VAN WYNSBERGHE	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003196	07-12-24	JAVIER LIANOS	ACCOUNT REFUND 66338 GRANADA AVE	275.64	275.64		275.64
1003237	07-15-24	JEAN ROOT	ACCOUNT REFUND 65708 ESTRELLA AVE	68.13	68.13		68.13
1003344	07-25-24	JEFF BEARDEAUX	SMART CONTROLLER REBATE	128.44	128.44		128.44
1003381	07-31-24	JENNIFER R. MAEL	WATER MASTER PLAN UPDATES	34,875.00	34,875.00		34,875.00
1003268	07-18-24	JESSUP AUTO PLAZA	POWER STEERING FLUID UNIT 399	20.08	20.08		20.08
1003238	07-15-24	JOHN LUDINGTON-GREEN	ACCOUNT REFUND 66910 SAN FELIPE RD	25.01	25.01		25.01
1003378	07-31-24	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	HORTON PLANT SECURITY	1,209.38	1,209.38		1,209.38
1003312	07-23-24	JOSE SEGURA	ACCOUNT REFUND 13478 CACTUS DR	33.44	33.44		33.44
1003311	07-23-24	JOSEPH MOLINA	ACCOUNT REFUND 15580 AVE RAMADA	66.32	66.32		66.32
1003136	07-08-24	JOSIAH PEREZ	BOOT REIMBURSEMENT	124.75	124.75		124.75
1003239	07-15-24	JOSIE POWELL	ACCOUNT REFUND 13086 CALLE AMAPOLA	15.08	15.08		15.08
1003240	07-15-24	JUDITH FABRIS	ACCOUNT REFUND 13088 CUANDO WAY	27.53	27.53		27.53
1003211	07-15-24	JUDITH SANDERS	ACCOUNT REFUND 65565 ACOMA AVE #116	57.14	57.14		57.14
1003269	07-18-24	JWC ENVIRONMENTAL INC.	6' GRINDER FOR BELT PRESS	16,197.28	0.00	16,197.28	16,197.28
1003313	07-23-24	KATRINA HUNT	ACCOUNT REFUND 13850 CALIENTE DR #B	14.10	14.10		14.10
1003301	07-23-24	KAVIN/DIANE MCNABB	ACCOUNT REFUND 64657 PINEHURST CIR	5.53	5.53		5.53
1003170	07-10-24	KENWOOD ENERGY	SOLAR O&M SERVICES RFP	4,587.50	0.00	6,277.50	6,277.50
			SOLAR PHOTOVOLTAIC PPA RFP	1,690.00			
1003379	07-31-24	KENWOOD ENERGY	SOLAR O&M SERVICES RFP	261.25	0.00	4,376.25	4,376.25
			SOLAR PHOTOVOLTAIC PPA RFP JUNE 2024	4,115.00			
1003241	07-15-24	KIENYLA GREEN	ACCOUNT REFUND 13710 HACIENDA HEIGHTS DR	18.11	18.11		18.11
1003137	07-08-24	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL - VARIOUS LOCATIONS	670.00	670.00		670.00
1003171	07-10-24	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL - 67447 DESERT VIEW	100.00	100.00		100.00
1003270	07-18-24	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL	100.00	100.00		100.00
1003138	07-08-24	KYLE GROUNDWATER, INC.	WELL REHAB PP #5	13,342.50	0.00	13,342.50	13,342.50
1003271	07-18-24	KYLE GROUNDWATER, INC.	WELL 35 PROGRESS PAYMENT 2	9,341.00	0.00	9,341.00	9,341.00
1003272	07-18-24	LANDMARK CONSULTANTS INC	PROGRESS PAYMENT 1	10,750.00	0.00	10,750.00	10,750.00

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1003380	07-31-24	LANDMARK CONSULTANTS INC	PROFESSIONAL SERVICES THROUGH 06.19.24	1,716.00	0.00	3,091.00	3,091.00
			13TH AVE WATERMAIN LP24127	1,375.00			
1003273	07-18-24	LAYNE CHRISTENSEN COMPANY	PROGRESS PAYMENT 12	233,658.17	0.00	233,658.17	233,658.17
1003139	07-08-24	LEGEND PUMP & WELL SERVICE, INC.	PROGRESS PAYMENT #5	225,815.95	0.00	225,815.95	225,815.95
1003274	07-18-24	LEGEND PUMP & WELL SERVICE, INC.	PROGRESS PAYMENT 6	27,789.82	0.00	31,385.57	31,385.57
			PROGRESS PAYMENT 7	3,595.75			
1003168	07-10-24	LF VISUALS INC	CCR PRINTING	13,430.82	13,430.82		13,430.82
99108166	07-17-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 07.05.24	16,233.78	16,233.78		16,233.78
99108265	07-26-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 07.19.24	14,540.07	14,540.07		14,540.07
1003212	07-15-24	LINDA A BARNES	ACCOUNT REFUND 64550 PIERSON BLVD #5	23.59	23.59		23.59
1003228	07-15-24	LINDA HOWELL	ACCOUNT REFUND 64212 APPALACHIAN ST	42.15	42.15		42.15
1003172	07-10-24	LUIGI'S SLUSHLIFE	WATER PROFESSIONALS WEEK	425.00	425.00		425.00
1003242	07-15-24	LUPE CALDERON	ACCOUNT REFUND 10768 SANTA CRUZ RD	42.15	42.15		42.15
1003275	07-18-24	MAC'S MOBILE AUTOGLASS	UNIT 418 - FT DOOR WINDOW REPLACEMENT	331.66	406.66		406.66
			UNIT 414 - WINDSHIELD REPAIR	75.00			
1003197	07-12-24	MAK UNLIMITED	ACCOUNT REFUND DILLON RD AND DIABLO RD	338.05	338.05		338.05
1003140	07-08-24	MANPOWER US INC.	STAFFING SERVICES - FIELD OPERATIONS	1,670.40	2,900.55		2,900.55
			STAFFING SERVICES - ENGINEERING	1,230.15			
1003173	07-10-24	MANPOWER US INC.	STAFFING SERVICES - FIELD STAFF	1,670.40	2,805.92		2,805.92
			STAFFING SERVICES - ENGINEERING	1,135.52			
1003382	07-31-24	MANPOWER US INC.	STAFFING SERVICE - FIELD	1,545.12	10,545.06		10,545.06
			STAFFING SERVICES - ENGINEERING	1,315.48			
			STAFFING SERVICES - FIELD	1,400.32			
			STAFFING SERVICES - ENGINEERING	1,257.45			
			STAFFING SERVICES - FIELD	1,750.40			
			STAFFING SERVICES - ENGINEERING	1,257.45			
			STAFFING SERVICES - FIELD	334.08			
			STAFFING SERVICES - FIELD	1,684.76			
1003141	07-08-24	MARC MEDIA CO	VIDEO CAMPAIGN REGIONAL PLANT	7,528.00	7,528.00		7,528.00
1003325	07-23-24	MARGARITA LEON ZAVALA	ACCOUNT REFUND 13361 QUINTA WAY	72.93	72.93		72.93
1003198	07-12-24	MARIA ABEYSUNDERA	ACCOUNT REFUND 9545 VALENCIA DR	48.95	48.95		48.95
1003243	07-15-24	MARIA DRINKARD HARVEY	ACCOUNT REFUND 9251 BROOKLINE AVE	90.32	90.32		90.32
1003213	07-15-24	MARILYN PURBAUGH	ACCOUNT REFUND 13310 RAMONA DR	13.63	13.63		13.63
1003244	07-15-24	MARK KANIUGA	ACCOUNT REFUND 66051 AVE CADENA	35.38	35.38		35.38
1003345	07-25-24	MARK VERMEER	BOOT REIMBURSEMENT	52.19	52.19		52.19
1003346	07-25-24	MATHESON TRI-GAS, INC	YELLOW SAFETY SHIRTS	158.93	158.93		158.93
1003174	07-10-24	MCCROMETER INC	MAG METER FOR WELL 27	7,816.80	13,653.15		13,653.15
			MAG-METER WELL 26	5,836.35			
1003276	07-18-24	MCDONALD ELECTRIC, INC	EMERGENCY SERVICE	1,039.25	1,039.25		1,039.25
1003277	07-18-24	MCMASTER-CARR	VERTICAL RULERS - WRIGHT PLANT	328.73	0.00	328.73	328.73
1003347	07-25-24	MCMASTER-CARR	COMPRESSION FITTINGS	835.05	835.05		835.05
1003383	07-31-24	MDN WATER MANAGEMENT SERVICES INC	MISC TASKS - RWRF GRANT, BUDGETS	13,677.00	13,677.00		13,677.00
1003302	07-23-24	MELANIE KURKURKIAN	ACCOUNT REFUND 12807 INAJA ST	27.04	27.04		27.04
1003303	07-23-24	MERIDY VOLZ	ACCOUNT REFUND 13144 EL RIO LN	17.15	17.15		17.15
1003142	07-08-24	METTLER TOLEDO INC	ANNUAL SCALE & MOISTURE ANALYZER	1,060.19	1,060.19		1,060.19
1003245	07-15-24	MIYA TAYLOR	ACCOUNT REFUND 65855 5TH ST	12.89	12.89		12.89
1003278	07-18-24	MSA CONSULTING INC	SURVEY SERVICES	10,372.00	0.00	10,372.00	10,372.00
1003314	07-23-24	MSL ELECTRIC, INC.	ACCOUNT REFUND VIA CORTO W	717.18	717.18		717.18
1003348	07-25-24	MUELLER WATER PRODUCTS INC	SENTRYX INET PRESSURE MONITORING	5,491.55	5,491.55		5,491.55
1003199	07-12-24	MVE PROPERTY VENTURES, LLC	ACCOUNT REFUND 8621 ROCKIES AVE	173.68	173.68		173.68
1003200	07-12-24	MVE PROPERTY VENTURES, LLC	ACCOUNT REFUND 8645 ROCKIES AVE	137.68	137.68		137.68

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1003229	07-15-24	NANCY DUNNINGTON	ACCOUNT REFUND 13050 KAY RD	37.38	37.38		37.38
1003315	07-23-24	NANCY JOHANNESSEN	ACCOUNT REFUND 13063 CACTUS DR	70.22	70.22		70.22
1003201	07-12-24	NATALIE GONZALEZ	ACCOUNT REFUND 66155 CAHUILLA AVE	71.84	71.84		71.84
1003214	07-15-24	NATIVIDAD REYES	ACCOUNT REFUND 16020 AVE MIROLA	23.61	23.61		23.61
1003143	07-08-24	NCL OF WISCONSIN, INC	KCI STANDARD	106.52	106.52		106.52
1003384	07-31-24	NEDRA GILL	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003316	07-23-24	NICOLE BROCK	ACCOUNT REFUND 66330 2ND ST	50.12	50.12		50.12
1003385	07-31-24	NOBEL SYSTEMS INC.	AWWA WATER AUDIT VALID	7,500.00	7,500.00		7,500.00
1003317	07-23-24	NOEL BALTAZAR	ACCOUNT REFUND 66204 DESERT VIEW AVE	52.43	52.43		52.43
1003144	07-08-24	O'REILLY AUTOMOTIVE INC.	REPLACEMENT BATTERY	151.18	1,609.33		1,609.33
			REMOVER WASH BRUSH	38.77			
			RESTOCK MP GREASE	720.85			
			REPLACEMENT BRAKES, FILTERS UNIT 406	107.06			
			REPLACEMENT WIPER BLADES	55.15			
			OIL/AIR FILTER	84.48			
			RETAINER UNIT #404	4.95			
			RESTOCK CARWASH SOAP	30.13			
			REPLACEMENT LIFT SUPPORTS	45.43			
			OIL FILTER	148.09			
			FILTER CHANGE	82.49			
			MATERIAL - FLEET MAINT.	111.55			
			RESTOCK ANTIFREEZE	17.23			
			REPLACEMENT SPARK PLUG	11.97			
1003279	07-18-24	O'REILLY AUTOMOTIVE INC.	REPLACEMENT HAND TRUCK	43.09	43.09		43.09
1003230	07-15-24	OSCAR AYALA	ACCOUNT REFUND 10614 AURORA PL	0.18	0.18		0.18
1003386	07-31-24	PALM SPRINGS PEST CONTROL, INC.	ANNEX BUILDING PEST CONTROL SVCS	65.00	300.00		300.00
			PEST CONTROL SERVICES - CORP YARD	105.00			
			PEST CONTROL SERVICES - ADMIN	130.00			
1003280	07-18-24	PALM SPRINGS UNIFIED	FIELD TRIP MISSION TRIP	438.81	438.81		438.81
			CABOT YERXA				
1003349	07-25-24	PAOLA MORENO MORALES	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003145	07-08-24	PARKERS BUILDING SUPPLY	SWAMP COOLER REPAIRS	210.09	472.14		472.14
			PVC ADAPT FOR REPAIRS	12.82			
			SWAMP COOLER REPAIRS	17.23			
			PEEP HOLE	9.14			
			V-BELT FULLEY SWAMP COOLER	36.61			
			HARDWARE	5.35			
			PVC ADAPTER	4.93			
			REPLACEMENT FULLY	15.07			
			FLEET MAINT. SUPPLIES	99.04			
			JAM GEAR PULLER	57.09			
			TRASH BIN REPAIRS	4.77			
1003318	07-23-24	PATRICIA SANDELIN	ACCOUNT REFUND 69481 MORNINGSIDE DR	53.60	53.60		53.60
1003146	07-08-24	PAUL EDMONDS	SMART CONTROLLER REBATE	128.92	128.92		128.92
99108373	07-18-24	PAYMENTUS CORPORATION	JUNE 2024 CREDIT CARD FEES	4,478.90	4,478.90		4,478.90
99108168	07-08-24	PAYNEARME MT, INC.	JUNE 2024 PAYNEARME FEES	8,369.04	8,369.04		8,369.04
1003147	07-08-24	PLANIT REPROGRAPHICS	STRATEGIC PLAN POSTERS	323.25	323.25		323.25
1003281	07-18-24	PLANIT REPROGRAPHICS	PROJECT VIENTO PLANS	183.19	183.19		183.19
1003350	07-25-24	PLUMBERS DEPOT INC	REPAIR CCTV CAMERA	1,377.94	1,377.94		1,377.94
1003175	07-10-24	POLYDYNE,INC.	3-TOTES POLYMER SLUDGE WASTING	8,464.71	8,464.71		8,464.71
1003202	07-12-24	PORFIRIO DIAZ	ACCOUNT REFUND 13560 MONTEREY RD	63.07	63.07		63.07

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003148	07-08-24	POWERPLAN OIB	BACKHOE HYDRAULIC REPAIRS	3,774.50	3,774.50		3,774.50
1003282	07-18-24	PROFORMA	CUSTOMER SERVICE RECEIPT BOOK	754.24	754.24		754.24
99107891	07-02-24	QUADIENT FINANCE USA, INC.	INK PURCHASE	280.15	280.15		280.15
1003203	07-12-24	RACHEL PHARES	ACCOUNT REFUND 13695 NAHUM DR	110.73	110.73		110.73
1003337	07-25-24	RAY DUFF	TOILET REBATE	100.00	100.00		100.00
1003283	07-18-24	RAY LOPEZ ASSOCIATES	JUNE INSPECTIONS	1,662.50	1,662.50		1,662.50
1003215	07-15-24	REBECCA ROBINSON	ACCOUNT REFUND 15300 PALM DR #30	95.42	95.42		95.42
1003319	07-23-24	RICARDO CARRILLO	ACCOUNT REFUND 66089 4TH ST	61.21	61.21		61.21
1003216	07-15-24	RICHARD RUTGARD	ACCOUNT REFUND 66680 ACOMA AVE	16.19	16.19		16.19
1003231	07-15-24	RICHARD WILKINS	ACCOUNT REFUND 9691 APAWAMIS RD	7.27	7.27		7.27
1003387	07-31-24	RIVERSIDE COUNTY FLOOD CONTROL AND	001270 MISSION CREEK CHANNEL	2,000.00	0.00	2,000.00	2,000.00
1003176	07-10-24	ROBERT G MODRICH	JUNE 2024 UNIDATA MAINTENANCE	3,510.00	3,510.00		3,510.00
1003351	07-25-24	ROBERTO LOPEZ	BOOT REIMBURSEMENT	275.69	275.69		275.69
1003326	07-23-24	ROSA VALENZUELA-WALKER	ACCOUNT REFUND 13528 CERRITA WAY	364.00	364.00		364.00
1003177	07-10-24	ROZEL	ARC FLASH ANALYSIS - DATA COLLECTION	23,728.33	23,728.33		23,728.33
1003304	07-23-24	RUBY B PAEZ	ACCOUNT REFUND 14469 W AGUA DULCE DR	87.86	87.86		87.86
1003149	07-08-24	RUHNAU CLARKE ARCHITECTS	REDESIGN CRITICAL SVCS CENTER	72,800.00	0.00	72,800.00	72,800.00
1003352	07-25-24	RUHNAU CLARKE ARCHITECTS	REDESIGN PROGRESS PAYMENT - CRITICAL SVCS.	4,945.00	0.00	51,345.00	51,345.00
			REDESIGN PROG. PMT - CRITICAL SVCS CENTER	46,400.00			
1003284	07-18-24	RUSS MARTIN	MILEAGE REIMBURSEMENT	52.93	52.93		52.93
1003388	07-31-24	RUSS MARTIN	CSDA REIMBURSEMENT	65.00	65.00		65.00
1003246	07-15-24	RUTH LOPEZ ACOSTA	ACCOUNT REFUND 9500 VALENCIA DR	35.37	35.37		35.37
1003389	07-31-24	RYAN GOODNER-BELLI	TRAVEL PER DIEM - ESRI CONF.	41.22	132.79		132.79
			PARKING FEE - ESRI CONF.	50.00			
			TRAVEL PER DIEM - ESRI CONF.	10.00			
			TRAVEL PER DIEM - ESRI CONF.	31.57			
1003320	07-23-24	RYAN MOAYEDI	ACCOUNT REFUND 11635 UPLAND WAY	39.63	39.63		39.63
1003305	07-23-24	S LEE COOPER	ACCOUNT REFUND 12641 AVE SERENA	102.87	102.87		102.87
1003391	07-31-24	SCHNEIDER ELECTRIC SYSTEMS USA INC	GEO SCADA STANDARD LEVEL SUPPORT	20,189.00	21,978.00	2,915.00	24,893.00
			SCADA ANNUAL SUPPORT AGREEMENT	4,704.00			
1003150	07-08-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557	6,834.55	0.00	6,834.55	6,834.55
1003392	07-31-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557 LEGAL SVCS	9,065.20	0.00	9,065.20	9,065.20
1003178	07-10-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES OVER RETAINER	39,673.50	70,453.50		70,453.50
			LEGAL SERVICES RETAINER	6,500.00			
			LEGAL SERVICES OVER RETAINER	24,280.00			
1003286	07-18-24	SOUTH WEST PUMP & DRILLING, INC.	WELL 31 REPAIRS	94,352.01	94,352.01		94,352.01
1003394	07-31-24	SOUTH WEST PUMP & DRILLING, INC.	WELL 24 REPAIRS	10,265.00	10,265.00		10,265.00
1003390	07-31-24	SOUTHERN CALIFORNIA EDISON	SHORT CIRCUIT DUTY/ARC FLASH STUDY #25	400.00	9,200.00		9,200.00
			SHORT CIRCUIT DUTY/ARC FLASH STUDY TER 5&6	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY TER 1&4	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #27	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #37	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #33	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY LDVB	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #31	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #26	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #26A	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY HORTON	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #34	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #25A	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY TWO BUNCH	400.00			

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			SHORT CIRCUIT DUTY/ARC FLASH STUDY REDBUD	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #29	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #32	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY VALLEY VIEW	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY DOS PALMAS	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY OVERHILL	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY LOW NORTH	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY GATEWAY	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY DCWWTP	400.00			
1003179	07-10-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	6,690.79	6,690.79		6,690.79
1003285	07-18-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	137,941.60	137,941.60		137,941.60
1003393	07-31-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	7,492.82	50,072.30		50,072.30
			ELECTRIC BILL	34,563.56			
			ELECTRIC BILL	8,015.92			
1003287	07-18-24	STAPLES	HAND SANITIZER & REPLACEMENT OFFICE CHAIR	532.28	532.28		532.28
1003353	07-25-24	STAPLES	RESTOCK OFFICE SUPPLIES	375.47	375.47		375.47
99108017	07-12-24	STATE OF CA EDD	STATE TAX PPE 07.05.2024	12,073.25	12,073.25		12,073.25
99108263	07-26-24	STATE OF CA EDD	STATE TAX PPE 07.19.24	11,802.56	11,802.56		11,802.56
1003354	07-25-24	SUSAN D BRUSH	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003232	07-15-24	SUSANNE MITCHELL	ACCOUNT REFUND 61065 PIERSON BLVD	0.67	0.67		0.67
1003321	07-23-24	SV GENERAL CONTRACTOR INC.	ACCOUNT REFUND MESQUITE RD AND TAMARACK RD	474.29	474.29		474.29
1003151	07-08-24	SWRCB ACCOUNTING OFFICE	WATER TREATMENT OP. GRADE T2 - JEFF N.	60.00	60.00		60.00
1003180	07-10-24	TANYA Y LEWIS	TOILET REBATE REIMB. - T.LEWIS	198.00	198.00		198.00
1003247	07-15-24	TERESA BARRANCO-SITKO	ACCOUNT REFUND 13949 QUINTA WAY	18.63	18.63		18.63
1003153	07-08-24	THE LAMAR COMPANIES	REBATE BILLBOARD	950.00	950.00		950.00
1003395	07-31-24	THE LAMAR COMPANIES	BILLBOARD PALM & DILLON	950.00	950.00		950.00
1003288	07-18-24	THE LINCOLN NATL. LIFE INS. CO.	AUG 2024 PREPAID LIFE INSURANCE	4,227.15	4,227.15		4,227.15
1003152	07-08-24	THE UPS STORE #5062	VALUES POSTER	35.56	53.40		53.40
			RECALIB. SCALE WEIGHTS SHIP FEE	17.84			
1003154	07-08-24	TIMMONS GROUP INC	GIS - PROGRESS PAYMENT 2	3,325.75	0.00	18,196.20	18,196.20
			GIS - PROGRESS PAYMENT 3	5,605.75			
			GIS - PROGRESS PAYMENT 1	9,264.70			
1003155	07-08-24	TKE ENGINEERING, INC	CM & INSPECTION RANCHO DESCANSO APR 24	3,525.00	3,525.00	582.50	4,107.50
			CONSULTANT DESIGN TKE MAR 24	167.50			
			CONSULTANT DESIGN TKE APRIL 24	415.00			
1003181	07-10-24	TKE ENGINEERING, INC	CONSULTANT DESIGN MARCH 2024	1,194.90	1,194.90		1,194.90
1003289	07-18-24	TKE ENGINEERING, INC	C&M INSPECTION FEBRUARY 2024	1,305.00	38,973.82	29,270.00	68,243.82
			GENERAL ENGINEERING SERVICES 03/2024	20,395.00			
			CM & INSPECTION RANCHO DESCANSO	12,925.00			
			GENERAL ENGINEERING SERVICES 04/2024	20,620.00			
			CONSULTANT DESIGN TKE APRIL 2024	436.32			
			GENERAL ENGINEERING SERVICES 05/2024	9,625.00			
			C&M INSPECTION MARCH 2024	810.00			
			C&M INSPECTION APRIL 2024	2,127.50			
1003396	07-31-24	TKE ENGINEERING, INC	WELL 42 C&M INSPECTION JUNE 2024	322.50	0.00	322.50	322.50
1003397	07-31-24	TOM DODSON & ASSOCIATES	REPLACEMENT PROJ. 13TH AVE	4,233.82	2,367.35	4,981.32	7,348.67
			WATERLINE REPLACEMENT PROJ.	747.50			
			PS FULFILLMENT CENTER	2,367.35			
1003355	07-25-24	TOPS N BARRICADES, INC	REPLACEMENT TRAFFIC CONES/SIGNS	990.71	1,188.17		1,188.17
			YELLOW SAFETY SHIRTS, FLAGS	197.46			
1003356	07-25-24	ULINE INC	RESTOCK WORK GLOVES - FIELD STAFF	927.06	927.06		927.06

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1003182	07-10-24	UMETECH, INC.	SPAM FILTERING SERVICE	90.00	90.00		90.00
1003183	07-10-24	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	283.00	283.00		283.00
1003291	07-18-24	USA BLUEBOOK	GRUNFOS SUCTION/DISCHARGE VALVE	904.99	935.11		935.11
			HDPE BLACK TUBING - PRODUCTION	30.12			
1003357	07-25-24	USA BLUEBOOK	SIZE 60 HYPALON LINER	186.88	5,423.26		5,423.26
			HOT TAPPING MACHINE	3,548.37			
			GLASS FIBER FILTERS HORTON PLANT	309.22			
			REPLACEMENT METER WRENCHES	1,378.79			
1003184	07-10-24	USA-FACT INC	BACKGROUND CHECK - R.ANDRADE	20.73	134.82		134.82
			BACKGROUND CHECK - R. GOODNER-BELLI	114.09			
1003290	07-18-24	USA-FACT INC	BACKGROUND CHECK - W. WHITTEN	20.33	20.33		20.33
1003217	07-15-24	USHA SODHI	ACCOUNT REFUND 12805 COTTONWOOD RD	7.67	7.67		7.67
1003218	07-15-24	USHA SODHI	ACCOUNT REFUND 12793 COTTONWOOD RD	7.67	7.67		7.67
1003398	07-31-24	UTE ANDREA HEWITT	SMART CONTROLLER REBATE	250.00	250.00		250.00
1003292	07-18-24	VALLEY LOCK & SAFE	REPAIR DOOR LOCK - ADMIN	155.00	155.00		155.00
1003399	07-31-24	VALLEY LOCK & SAFE	RE-KEY WRIGHT FACILITY DOORS TO DIST. KEY	729.25	729.25		729.25
1003156	07-08-24	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	587.45	587.45		587.45
1003293	07-18-24	VESTIS SERVICES INC	UNIFORM SERVICES 06.19.24	290.91	637.16		637.16
			UNIFORM SERVICES 06.26.24	346.25			
1003400	07-31-24	VESTIS SERVICES INC	UNIFORM SERVICES 07.03.24	384.54	1,239.50		1,239.50
			UNIFORM SERVICES 07.10.24	304.84			
			UNIFORM SERVICES 07.17.24	275.06			
			UNIFORM SERVICES 07.24.24	275.06			
1003327	07-23-24	VIJAY R. SHETH	ACCOUNT REFUND 9056 CALLE BARRANCA	66.65	66.65		66.65
1003233	07-15-24	VINCENT D'ANNA	ACCOUNT REFUND 9551 CAPILAND RD	19.01	19.01		19.01
1003306	07-23-24	VINCENT SEIDLER	ACCOUNT REFUND 13341 VIA REAL	17.36	17.36		17.36
1003157	07-08-24	WATERLINE TECHNOLOGIES INC.	7 DRUMS REFILLED #5689339	1,712.15	3,913.48		3,913.48
			9 DRUMS REFILLED #5690726	2,201.33			
1003185	07-10-24	WATERLINE TECHNOLOGIES INC.	10 DRUMS REFILLED	2,445.93	2,445.93		2,445.93
1003186	07-10-24	WATERSMART SOFTWARE,INC.	HOSTING & SUPPORT ONLINE CUSTOMER PORTAL	29,565.00	29,565.00		29,565.00
99107852	07-01-24	WELLS FARGO - WELLSONE	MAY 2024 CC PAYMENT	54,897.70	54,897.70		54,897.70
99108369	07-29-24	WELLS FARGO - WELLSONE	JUNE 2024 CC PAYMENT	91,818.29	91,818.29		91,818.29
99108005	07-01-24	WELLS FARGO BANK	JUNE 2024 LOC INTEREST EXP	46,550.00	46,550.00		46,550.00
99108015	07-12-24	WELLS FARGO BANK	AUTO DEP PPE 07.05.2024	139,811.23	139,811.23		139,811.23
99108261	07-26-24	WELLS FARGO BANK	AUTO DEP PPE 07.19.24	135,173.96	135,173.96		135,173.96
1003187	07-10-24	WEST COAST SAND AND GRAVEL INC.	26.08 TONS BASE - PRODUCTION	546.77	546.77		546.77
1003294	07-18-24	WEST COAST SAND AND GRAVEL INC.	26 TONS COLD MIX	3,509.47	7,868.55		7,868.55
			26 TONS COLD MIX - RESTOCK	3,267.84			
			25.35 TONS BASE MATERIALS - SAMPLE STATIONS	531.47			
			26.70 TONS BASE - SAMPLE STATIONS	559.77			
1003188	07-10-24	WEST YOST & ASSOCIATES, INC.	PROFESSIONAL SERVICES 04.06.24 TO 05.03.24	642.63	5,327.38		5,327.38
			PROFESSIONAL SVCS 05.04.24 TO 05.31.24	4,684.75			
1003358	07-25-24	WESTAIR GASES & EQUIPMENT, INC.	REFILL WELDING TANK	51.11	122.82		122.82
			REFILL CO2 TANK	71.71			
1003359	07-25-24	WHITE CAP CONSTRUCTION SUPPLY	REPLACEMENT ASPHALT RAKE C&M	68.66	774.67		774.67
			RESTOCK WORK GLOVES FIELD STAFF	557.11			
			REPLACEMENT WATER COOLERS - FIELD STAFF	148.90			
1003295	07-18-24	WILLDAN FINANCIAL SERVICES	2025 SEWER & WATER DELINQUENT ACCTS	600.00	12,250.00		12,250.00
			TAX ROLL PREP - AD #12	3,350.00			
			TAX ROLL PREP	8,300.00			
1003248	07-15-24	WOJCIECH FRYZLEWICZ	ACCOUNT REFUND 66900 MISSION LAKES BLVD	2.87	2.87		2.87

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1003401	07-31-24	WORD OF LIFE FELLOWSHIP TEMPLE	BRIDGE TO BETTER HOMELESS PROJ. SPONSOR	500.00	500.00		500.00
1003360	07-25-24	XEROX CORPORATION	XEROX LEASE JULY	172.39	172.39		172.39
1003402	07-31-24	XEROX CORPORATION	XEROX LEASE	343.73	343.73		343.73
1003296	07-18-24	ZORO TOOLS INC	6' TOOL RETRACTOR - WRIGHT PLANT	420.16	0.00	420.16	420.16
1003361	07-25-24	ZORO TOOLS INC	WALLMOUNT SOLAR SHIELDS	2,277.86	0.00	2,277.86	2,277.86
			CURRENT CHECK TOTAL	4,030,970.4	2,561,795.4	1,469,174.9	4,030,970.4
TOTAL				4,030,970.42	2,561,795.47	1,469,174.95	4,030,970.42
307 records listed							

MISSION SPRINGS WATER DISTRICT - 15:19:57 08-01-24
(PAP40:FAP16) CASH DISBURSEMENTS FOR PERIOD 07-01-2024 THRU 07-31-2024 BY CHECK NUMBER

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003117	07-08-24	ADRIAN GAONA MORENO	BOOT REIMBURSEMENT	185.71	185.71		185.71
1003118	07-08-24	BECK OIL, INC.	UNLEADED GASOLINE	4,094.45	11,781.58		11,781.58
			DIESEL FUEL	827.50			
			UNLEADED GASOLINE	4,291.68			
			DIESEL FUEL	2,567.95			
1003119	07-08-24	CINDY UKEN	SPONSORED CONTENT	2,800.00	2,800.00		2,800.00
1003120	07-08-24	CITY OF DESERT HOT SPRINGS	UUT APRIL 2024	30,936.42	30,936.42		30,936.42
1003121	07-08-24	CORE & MAIN LP	STOP BALL ANG12-425	5,031.93	31,627.01		31,627.01
			AIR RELEASE VALVES	3,574.18			
			BRZ SADDLE D/S J979	773.17			
			VALVE KEYS - WRIGHT PLANT	580.23			
			HARDWARE INVENTORY	5,773.67			
			HARDWARE INVENTORY	9,764.29			
			HARDWARE INVENTORY	1,187.26			
			TAPPING SADDLE	1,788.65			
			FLG GASKET	10.78			
			VALVE KEY, KLEIN GRIP	1,745.01			
			SERVICE SADDLE MAINLINE	578.94			
			CLA-VAL REPAIR KIT	818.90			
1003122	07-08-24	CWEA	ANDY G. MEMBERSHIP DUES	221.00	221.00		221.00
1003123	07-08-24	D & H WATER SYSTEMS, INC.	REPLACEMENT POLYMER HOSES	248.45	888.28		888.28
			CHECK VALVE - POYMER PUMP	639.83			
1003124	07-08-24	DAVID PENA	BOOT REIMBURSEMENT	32.78	32.78		32.78
1003125	07-08-24	DHS EAGLES INC	SPONSORSHIP - DHS FOOTBALL	250.00	250.00		250.00
1003126	07-08-24	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SERVICES MAY 2024	2,287.50	4,575.00		4,575.00
			DISINFECTING SERVICES MAY 2024	2,287.50			
1003127	07-08-24	FARMER BROS. CO	ADMIN ORDER	33.47	33.47		33.47
1003128	07-08-24	FERNANDO RUELAS	BOOT REIMBURSEMENT	164.95	300.00		300.00
			BOOT REIMBURSEMENT	135.05			
1003129	07-08-24	FM THOMAS AIR CONDITIONING INC	SEMI-ANNUAL MAINTENANCE	2,480.00	2,480.00		2,480.00
1003130	07-08-24	FORSHOCK	GEOSCADA LIC. CONVERSION	1,265.00	0.00	1,265.00	1,265.00
1003131	07-08-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 06.21.24 PMT 21	150.00	150.00		150.00
1003132	07-08-24	GALLAGHER BENEFIT SERVICES INC	CLASSIFICATION & COMPENSATION	50.00	50.00		50.00
1003133	07-08-24	GRANT FOURNIER	BOOT REIMBURSEMENT	300.00	300.00		300.00
1003134	07-08-24	HACH COMPANY	PUNCHLIST ITEM - PROBE	3,327.32	0.00	3,327.32	3,327.32
1003135	07-08-24	JANET VAN WYNSBERGHE	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003136	07-08-24	JOSIAH PEREZ	BOOT REIMBURSEMENT	124.75	124.75		124.75
1003137	07-08-24	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL - VARIOUS LOCATIONS	670.00	670.00		670.00
1003138	07-08-24	KYLE GROUNDWATER, INC.	WELL REHAB PP #5	13,342.50	0.00	13,342.50	13,342.50
1003139	07-08-24	LEGEND PUMP & WELL SERVICE, INC.	PROGRESS PAYMENT #5	225,815.95	0.00	225,815.95	225,815.95
1003140	07-08-24	MANPOWER US INC.	STAFFING SERVICES - FIELD OPERATIONS	1,670.40	2,900.55		2,900.55
			STAFFING SERVICES - ENGINEERING	1,230.15			
1003141	07-08-24	MARC MEDIA CO	VIDEO CAMPAIGN REGIONAL PLANT	7,528.00	7,528.00		7,528.00
1003142	07-08-24	METTLER TOLEDO INC	ANNUAL SCALE & MOISTURE ANALYZER	1,060.19	1,060.19		1,060.19
1003143	07-08-24	NCL OF WISCONSIN, INC	KCI STANDARD	106.52	106.52		106.52
1003144	07-08-24	O'REILLY AUTOMOTIVE INC.	REPLACEMENT BATTERY	151.18	1,609.33		1,609.33
			REMOVER WASH BRUSH	38.77			
			RESTOCK MP GREASE	720.85			

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			REPLACEMENT BRAKES, FILTERS UNIT 406	107.06			
			REPLACEMENT WIPER BLADES	55.15			
			OIL/AIR FILTER	84.48			
			RETAINER UNIT #404	4.95			
			RESTOCK CARWASH SOAP	30.13			
			REPLACEMENT LIFT SUPPORTS	45.43			
			OIL FILTER	148.09			
			FILTER CHANGE	82.49			
			MATERIAL - FLEET MAINT.	111.55			
			RESTOCK ANTIFREEZE	17.23			
			REPLACEMENT SPARK PLUG	11.97			
1003145	07-08-24	PARKERS BUILDING SUPPLY	SWAMP COOLER REPAIRS	210.09	472.14		472.14
			PVC ADAPT FOR REPAIRS	12.82			
			SWAMP COOLER REPAIRS	17.23			
			PEEP HOLE	9.14			
			V-BELT FULLEY SWAMP COOLER	36.61			
			HARDWARE	5.35			
			PVC ADAPTER	4.93			
			REPLACEMENT FULLY	15.07			
			FLEET MAINT. SUPPLIES	99.04			
			JAM GEAR PULLER	57.09			
			TRASH BIN REPAIRS	4.77			
1003146	07-08-24	PAUL EDMONDS	SMART CONTROLLER REBATE	128.92	128.92		128.92
1003147	07-08-24	PLANIT REPROGRAPHICS	STRATEGIC PLAN POSTERS	323.25	323.25		323.25
1003148	07-08-24	POWERPLAN OIB	BACKHOE HYDRAULIC REPAIRS	3,774.50	3,774.50		3,774.50
1003149	07-08-24	RUHNAU CLARKE ARCHITECTS	REDESIGN CRITICAL SVCS CENTER	72,800.00	0.00	72,800.00	72,800.00
1003150	07-08-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557	6,834.55	0.00	6,834.55	6,834.55
1003151	07-08-24	SWRCB ACCOUNTING OFFICE	WATER TREATMENT OP. GRADE T2 - JEFF N.	60.00	60.00		60.00
1003152	07-08-24	THE UPS STORE #5062	VALUES POSTER	35.56	53.40		53.40
			RECALIB. SCALE WEIGHTS SHIP FEE	17.84			
1003153	07-08-24	THE LAMAR COMPANIES	REBATE BILLBOARD	950.00	950.00		950.00
1003154	07-08-24	TIMMONS GROUP INC	GIS - PROGRESS PAYMENT 2	3,325.75	0.00	18,196.20	18,196.20
			GIS - PROGRESS PAYMENT 3	5,605.75			
			GIS - PROGRESS PAYMENT 1	9,264.70			
1003155	07-08-24	TKE ENGINEERING, INC	CM & INSPECTION RANCHO DESCANSO APR 24	3,525.00	3,525.00	582.50	4,107.50
			CONSULTANT DESIGN TKE MAR 24	167.50			
			CONSULTANT DESIGN TKE APRIL 24	415.00			
1003156	07-08-24	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	587.45	587.45		587.45
1003157	07-08-24	WATERLINE TECHNOLOGIES INC.	7 DRUMS REFILLED #5689339	1,712.15	3,913.48		3,913.48
			9 DRUMS REFILLED #5690726	2,201.33			
1003158	07-10-24	ACWA-JPIA HEALTH BENEFITS AUTH.	AUGUST 2024 PREPAID INSURANCE	96,292.51	96,292.51		96,292.51
1003159	07-10-24	ACWA/JOINT POWERS INSUR AUTH	EXCESS CRIME INSURANCE	781.00	781.00		781.00
1003160	07-10-24	ANSAFONE CONTACT CENTERS	ANSAFONE ANSWERING SERVICE	493.43	493.43		493.43
1003161	07-10-24	BABCOCK LABORATORIES, INC.	TOTAL N TESTING - DC EFF.	210.56	361.66		361.66
			TOTAL N PACKAGE - HORTON INF.	151.10			
1003162	07-10-24	BLUEBEAM INC	SUBSCRIPTION UPGRADE & RENEWAL	952.00	952.00		952.00
1003163	07-10-24	CARPI & CLAY. INC	JUNE 2024 FEDERAL ADVOCACY SERVICES	5,000.00	5,000.00		5,000.00
1003164	07-10-24	CASEY DOLAN	JUNE 2024 DIGITAL AD. & CONSULTING	650.00	650.00		650.00

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1003165	07-10-24	CLINICAL LABORATORY OF SAN BERNARDINO	LAB SERVICES FOR SAMPLES - 04/2024	3,989.00	6,041.00		6,041.00
			LAB SAMPLES - 06/2024 - PRODUCTION	2,052.00			
1003166	07-10-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.49	102.98		102.98
			WELLS FARGO OVERNIGHT FEE	51.49			
1003167	07-10-24	GOLD STAR VENTURES EAST	REGIONAL PLANT MONUMENT SIGN	1,717.90	1,717.90		1,717.90
1003168	07-10-24	LF VISUALS INC	CCR PRINTING	13,430.82	13,430.82		13,430.82
1003169	07-10-24	INFOSEND INC	MONTHLY BILLING SERVICES	5,675.07	9,841.99		9,841.99
			MONTHLY PAST DUE NOTICES	4,166.92			
1003170	07-10-24	KENWOOD ENERGY	SOLAR O&M SERVICES RFP	4,587.50	0.00	6,277.50	6,277.50
			SOLAR PHOTOVOLTAIC PPA RFP	1,690.00			
1003171	07-10-24	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL - 67447 DESERT VIEW	100.00	100.00		100.00
1003172	07-10-24	LUIGI'S SLUSHLIFE	WATER PROFESSIONALS WEEK	425.00	425.00		425.00
1003173	07-10-24	MANPOWER US INC.	STAFFING SERVICES - FIELD STAFF	1,670.40	2,805.92		2,805.92
			STAFFING SERVICES - ENGINEERING	1,135.52			
1003174	07-10-24	MCCROMETER INC	MAG METER FOR WELL 27	7,816.80	13,653.15		13,653.15
			MAG-METER WELL 26	5,836.35			
1003175	07-10-24	POLYDYNE,INC.	3-TOTES POLYMER SLUDGE WASTING	8,464.71	8,464.71		8,464.71
1003176	07-10-24	ROBERT G MODRICH	JUNE 2024 UNIDATA MAINTENANCE	3,510.00	3,510.00		3,510.00
1003177	07-10-24	ROZEL	ARC FLASH ANALYSIS - DATA COLLECTION	23,728.33	23,728.33		23,728.33
1003178	07-10-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LL	LEGAL SERVICES OVER RETAINER	39,673.50	70,453.50		70,453.50
			LEGAL SERVICES RETAINER	6,500.00			
			LEGAL SERVICES OVER RETAINER	24,280.00			
1003179	07-10-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	6,690.79	6,690.79		6,690.79
1003180	07-10-24	TANYA Y LEWIS	TOILET REBATE REIMB. - T.LEWIS	198.00	198.00		198.00
1003181	07-10-24	TKE ENGINEERING, INC	CONSULTANT DESIGN MARCH 2024	1,194.90	1,194.90		1,194.90
1003182	07-10-24	UMETECH, INC.	SPAM FILTERING SERVICE	90.00	90.00		90.00
1003183	07-10-24	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	283.00	283.00		283.00
1003184	07-10-24	USA-FACT INC	BACKGROUND CHECK - R.ANDRADE	20.73	134.82		134.82
			BACKGROUND CHECK - R. GOODNER-BELLI	114.09			
1003185	07-10-24	WATERLINE TECHNOLOGIES INC.	10 DRUMS REFILLED	2,445.93	2,445.93		2,445.93
1003186	07-10-24	WATERSMART SOFTWARE,INC.	HOSTING & SUPPORT ONLINE CUSTOMER PORTAL	29,565.00	29,565.00		29,565.00
1003187	07-10-24	WEST COAST SAND AND GRAVEL INC.	26.08 TONS BASE - PRODUCTION	546.77	546.77		546.77
1003188	07-10-24	WEST YOST & ASSOCIATES, INC.	PROFESSIONAL SERVICES 04.06.24 TO 05.03.24	642.63	5,327.38		5,327.38
			PROFESSIONAL SVCS 05.04.24 TO 05.31.24	4,684.75			
1003189	07-12-24	AMELIA LUZ HALL	ACCOUNT REFUND 9896 PALM DR	7.54	7.54		7.54
1003190	07-12-24	ANNA EDNEY	ACCOUNT REFUND 9151 WARWICK DR	74.30	74.30		74.30
1003191	07-12-24	ARTHUR BAUTISTA, JR.	ACCOUNT REFUND 13166 VIA REAL	50.71	50.71		50.71
1003192	07-12-24	ATHENA STRATTON	ACCOUNT REFUND 10265 WEST DR	65.40	65.40		65.40
1003193	07-12-24	ESTATE OF RICHARD DIEKAN	ACCOUNT REFUND 66827 BUENA VISTA AVE	13.19	13.19		13.19
1003194	07-12-24	FELISHIA WILLIAMS	ACCOUNT REFUND 65570 AVE CADENA	320.69	320.69		320.69
1003195	07-12-24	FELICIA GARCIA	ACCOUNT REFUND 66334 SAN JUAN RD	42.57	42.57		42.57
1003196	07-12-24	JAVIER LIANOS	ACCOUNT REFUND 66338 GRANADA AVE	275.64	275.64		275.64
1003197	07-12-24	MAK UNLIMITED	ACCOUNT REFUND DILLON RD AND DIABLO RD	338.05	338.05		338.05
1003198	07-12-24	MARIA ABEYSUNDERA	ACCOUNT REFUND 9545 VALENCIA DR	48.95	48.95		48.95
1003199	07-12-24	MVE PROPERTY VENTURES, LLC	ACCOUNT REFUND 8621 ROCKIES AVE	173.68	173.68		173.68
1003200	07-12-24	MVE PROPERTY VENTURES, LLC	ACCOUNT REFUND 8645 ROCKIES AVE	137.68	137.68		137.68
1003201	07-12-24	NATALIE GONZALEZ	ACCOUNT REFUND 66155 CAHUILLA AVE	71.84	71.84		71.84
1003202	07-12-24	PORFIRIO DIAZ	ACCOUNT REFUND 13560 MONTEREY RD	63.07	63.07		63.07

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1003203	07-12-24	RACHEL PHARES	ACCOUNT REFUND 13695 NAHUM DR	110.73	110.73		110.73
1003204	07-15-24	ANTHONY LEE	ACCOUNT REFUND 16839 VIA CORTO W	2.27	2.27		2.27
1003205	07-15-24	DENNIS ST PETER	ACCOUNT REFUND 15300 PALM DR #62	0.47	0.47		0.47
1003206	07-15-24	ESTATE OF DAVID P. DRUMM	ACCOUNT REFUND 54150 KALSMAN DR	0.46	0.46		0.46
1003207	07-15-24	ESTEFANY RAMIREZ	ACCOUNT REFUND 15714 AVE RAMADA	20.41	20.41		20.41
1003208	07-15-24	FGH INVESTMENTS, LLC	ACCOUNT REFUND 16051 VIA QUEDO	16.32	16.32		16.32
1003209	07-15-24	HAZEL TALAMANTES	ACCOUNT REFUND 62732 N CRESCENT ST	23.60	23.60		23.60
1003210	07-15-24	JANET LAMKIN	ACCOUNT REFUND 65565 ACOMA AVE #40	3.19	3.19		3.19
1003211	07-15-24	JUDITH SANDERS	ACCOUNT REFUND 65565 ACOMA AVE #116	57.14	57.14		57.14
1003212	07-15-24	LINDA A BARNES	ACCOUNT REFUND 64550 PIERSON BLVD #5	23.59	23.59		23.59
1003213	07-15-24	MARILYN PURBAUGH	ACCOUNT REFUND 13310 RAMONA DR	13.63	13.63		13.63
1003214	07-15-24	NATIVIDAD REYES	ACCOUNT REFUND 16020 AVE MIROLA	23.61	23.61		23.61
1003215	07-15-24	REBECCA ROBINSON	ACCOUNT REFUND 15300 PALM DR #30	95.42	95.42		95.42
1003216	07-15-24	RICHARD RUTGARD	ACCOUNT REFUND 66680 ACOMA AVE	16.19	16.19		16.19
1003217	07-15-24	USHA SODHI	ACCOUNT REFUND 12805 COTTONWOOD RD	7.67	7.67		7.67
1003218	07-15-24	USHA SODHI	ACCOUNT REFUND 12793 COTTONWOOD RD	7.67	7.67		7.67
1003219	07-15-24	ARTHUR ALT	ACCOUNT REFUND 69265 PARKSIDE DR	24.40	24.40		24.40
1003220	07-15-24	BRENDA SUE ENGDAHL	ACCOUNT REFUND 16431 VISTA CERRO DR	7.36	7.36		7.36
1003221	07-15-24	CATHERINE BROWN	ACCOUNT REFUND 64028 ALPINE ST	16.48	16.48		16.48
1003222	07-15-24	ELVINA CAROLINA JUAREZ	ACCOUNT REFUND 13204 EL CAJON DR	50.84	50.84		50.84
1003223	07-15-24	FINANCIAL FITNESS, LLC	ACCOUNT REFUND 66183 3RD ST	8.63	8.63		8.63
1003224	07-15-24	GEORGE SAYEGH	ACCOUNT REFUND 69671 EASTSIDE CT	16.32	16.32		16.32
1003225	07-15-24	GINGER POWERS	ACCOUNT REFUND 69480 FAIRWAY DR	14.40	14.40		14.40
1003226	07-15-24	GREGORY C. RAMOS	ACCOUNT REFUND 16171 AVE ATEZADA	13.63	13.63		13.63
1003227	07-15-24	JAIME ROCHA	ACCOUNT REFUND 13560 DEL RAY LN	25.04	25.04		25.04
1003228	07-15-24	LINDA HOWELL	ACCOUNT REFUND 64212 APPALACHIAN ST	42.15	42.15		42.15
1003229	07-15-24	NANCY DUNNINGTON	ACCOUNT REFUND 13050 KAY RD	37.38	37.38		37.38
1003230	07-15-24	OSCAR AYALA	ACCOUNT REFUND 10614 AURORA PL	0.18	0.18		0.18
1003231	07-15-24	RICHARD WILKINS	ACCOUNT REFUND 9691 APAWAMIS RD	7.27	7.27		7.27
1003232	07-15-24	SUSANNE MITCHELL	ACCOUNT REFUND 61065 PIERSON BLVD	0.67	0.67		0.67
1003233	07-15-24	VINCENT D'ANNA	ACCOUNT REFUND 9551 CAPILAND RD	19.01	19.01		19.01
1003234	07-15-24	ALEXEY SHAKHLEYEVICH	ACCOUNT REFUND 9222 SILVER STAR AVE	43.17	43.17		43.17
1003235	07-15-24	EZEQUIEL DE LA TORRE	ACCOUNT REFUND 13762 STARLIGHT WAY	19.33	19.33		19.33
1003236	07-15-24	FELIPE CUAHUIZO	ACCOUNT REFUND 66934 GRANADA AVE	94.38	94.38		94.38
1003237	07-15-24	JEAN ROOT	ACCOUNT REFUND 65708 ESTRELLA AVE	68.13	68.13		68.13
1003238	07-15-24	JOHN LUDINGTON-GREEN	ACCOUNT REFUND 66910 SAN FELIPE RD	25.01	25.01		25.01
1003239	07-15-24	JOSIE POWELL	ACCOUNT REFUND 13086 CALLE AMAPOLA	15.08	15.08		15.08
1003240	07-15-24	JUDITH FABRIS	ACCOUNT REFUND 13088 CUANDO WAY	27.53	27.53		27.53
1003241	07-15-24	KIENYLA GREEN	ACCOUNT REFUND 13710 HACIENDA HEIGHTS DR	18.11	18.11		18.11
1003242	07-15-24	LUPE CALDERON	ACCOUNT REFUND 10768 SANTA CRUZ RD	42.15	42.15		42.15
1003243	07-15-24	MARIA DRINKARD HARVEY	ACCOUNT REFUND 9251 BROOKLINE AVE	90.32	90.32		90.32
1003244	07-15-24	MARK KANIUGA	ACCOUNT REFUND 66051 AVE CADENA	35.38	35.38		35.38
1003245	07-15-24	MIYA TAYLOR	ACCOUNT REFUND 65855 5TH ST	12.89	12.89		12.89
1003246	07-15-24	RUTH LOPEZ ACOSTA	ACCOUNT REFUND 9500 VALENCIA DR	35.37	35.37		35.37
1003247	07-15-24	TERESA BARRANCO-SITKO	ACCOUNT REFUND 13949 QUINTA WAY	18.63	18.63		18.63
1003248	07-15-24	WOJCIECH FRYZLEWICZ	ACCOUNT REFUND 66900 MISSION LAKES BLVD	2.87	2.87		2.87
1003249	07-18-24	ACWA/JOINT POWERS INSUR AUTH	ACWA WORKERS COMP QTR. 2	40,983.11	40,983.11		40,983.11
1003250	07-18-24	AIR & HOSE SOURCE INC.	REPLACEMENT HYDRAULIC HOSE	196.53	196.53		196.53

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1003251	07-18-24	BRINKS INCORPORATED	JUNE SERVICES	306.85	387.72		387.72
			JUNE SERVICES	80.87			
1003252	07-18-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTE	CLASSIC-UNFUNDED ACCRUED LIABILITY PENSION PREPAY	673,766.00	678,441.00		678,441.00
			FY24/25				
			PEPRA - UNFUNDED ACCRUED LIABILITY PENSION PREPAY	4,675.00			
			FY24/25				
1003253	07-18-24	CASAMAR GROUP, LLC	WELL 34 REHAB - LABOR COMPLIANCE	184.47	3,124.35	415.06	3,539.41
			LABOR COMPLIANCE - LO LYNCH	581.24			
			LABOR COMPLIANCE - F.M. THOMAS	512.28			
			LABOR COMPLIANCE - MCDONALD ELECTRIC	280.03			
			LABOR COMPLIANCE - URBAN HABITAT	485.68			
			LABOR COMPLIANCE MAY SERVICES	1,495.71			
1003254	07-18-24	CITY OF DESERT HOT SPRINGS	CITY ENC. PERMIT - 9611 SAN SIMEON DR.	320.97	320.97		320.97
1003255	07-18-24	CORE & MAIN LP	18' FLANGE GASKET	17.24	9,565.68		9,565.68
			PILOT ASSEMBLY WTR PRODUCTION	2,751.68			
			CONCRETE BOX	1,809.66			
			INSTALL PARTS - SAMPLE STATIONS	517.63			
			1' COPPER SAMPLE STATION INSTALLS	4,469.47			
1003256	07-18-24	COUNTY OF RIVERSIDE AUDITOR CONTROLLEF	LAFCO FEES FY25	5,828.36	5,828.36		5,828.36
1003257	07-18-24	COUNTY OF RIVERSIDE	ENC24061467 PERMIT	1,194.00	2,388.00		2,388.00
			ENC24061470 PERMIT	1,194.00			
1003258	07-18-24	CYPRESS DENTAL ADMINISTRATORS	AUG 2024 PREPAID DENTAL INSURANCE	4,504.37	4,504.37		4,504.37
1003259	07-18-24	E.H. WACHS	UNIT 414 - REPLACVEMENT BRAKE HANDLE ASSEMBLY	768.86	768.86		768.86
1003260	07-18-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 06.07.24	4,007.82	12,941.75		12,941.75
			SLUDGE HAULING 06.14.24	2,125.13			
			SLUDGE HAULING 06.14.24	2,705.39			
			SLUDGE HAULING 06.21.24	4,103.41			
1003261	07-18-24	ENVIROGEN TECHNOLOGIES INC	URANIUM TREATMENT 06/2024	4,095.87	4,095.87		4,095.87
1003262	07-18-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.49	51.49		51.49
1003263	07-18-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 07.05.24 PMT 22	150.00	150.00		150.00
1003264	07-18-24	FULL CIRCLE PRESS	RED/YELLOW SHUT OFF TAGS RESTOCK	2,671.71	2,671.71		2,671.71
1003265	07-18-24	INFOSEND INC	JUNE NEWSLETTER	7,407.70	7,407.70		7,407.70
1003266	07-18-24	IVAN SEWELL	MILEAGE REIMBURSEMENT	38.86	38.86		38.86
1003267	07-18-24	J.F. SHEA CONSTRUCTION, INC.	PROGRESS PAYMENT 26	122,517.89	0.00	122,517.89	122,517.89
1003268	07-18-24	JESSUP AUTO PLAZA	POWER STEERING FLUID UNIT 399	20.08	20.08		20.08
1003269	07-18-24	JWC ENVIRONMENTAL INC.	6' GRINDER FOR BELT PRESS	16,197.28	0.00	16,197.28	16,197.28
1003270	07-18-24	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL	100.00	100.00		100.00
1003271	07-18-24	KYLE GROUNDWATER, INC.	WELL 35 PROGRESS PAYMENT 2	9,341.00	0.00	9,341.00	9,341.00
1003272	07-18-24	LANDMARK CONSULTANTS INC	PROGRESS PAYMENT 1	10,750.00	0.00	10,750.00	10,750.00
1003273	07-18-24	LAYNE CHRISTENSEN COMPANY	PROGRESS PAYMENT 12	233,658.17	0.00	233,658.17	233,658.17
1003274	07-18-24	LEGEND PUMP & WELL SERVICE, INC.	PROGRESS PAYMENT 6	27,789.82	0.00	31,385.57	31,385.57
			PROGRESS PAYMENT 7	3,595.75			
1003275	07-18-24	MAC'S MOBILE AUTOGLASS	UNIT 418 - FT DOOR WINDOW REPLACEMENT	331.66	406.66		406.66
			UNIT 414 - WINDSHIELD REPAIR	75.00			
1003276	07-18-24	MCDONALD ELECTRIC, INC	EMERGENCY SERVICE	1,039.25	1,039.25		1,039.25
1003277	07-18-24	MCMASTER-CARR	VERTICAL RULERS - WRIGHT PLANT	328.73	0.00	328.73	328.73
1003278	07-18-24	MSA CONSULTING INC	SURVEY SERVICES	10,372.00	0.00	10,372.00	10,372.00
1003279	07-18-24	O'REILLY AUTOMOTIVE INC.	REPLACEMENT HAND TRUCK	43.09	43.09		43.09

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1003280	07-18-24	PALM SPRINGS UNIFIED	FIELD TRIP MISSION TRIP	438.81	438.81		438.81
			CABOT YERXA				
1003281	07-18-24	PLANIT REPROGRAPHICS	PROJECT VIENTO PLANS	183.19	183.19		183.19
1003282	07-18-24	PROFORMA	CUSTOMER SERVICE RECEIPT BOOK	754.24	754.24		754.24
1003283	07-18-24	RAY LOPEZ ASSOCIATES	JUNE INSPECTIONS	1,662.50	1,662.50		1,662.50
1003284	07-18-24	RUSS MARTIN	MILEAGE REIMBURSEMENT	52.93	52.93		52.93
1003285	07-18-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	137,941.60	137,941.60		137,941.60
1003286	07-18-24	SOUTH WEST PUMP & DRILLING, INC.	WELL 31 REPAIRS	94,352.01	94,352.01		94,352.01
1003287	07-18-24	STAPLES	HAND SANITIZER & REPLACEMENT OFFICE CHAIR	532.28	532.28		532.28
1003288	07-18-24	THE LINCOLN NATL. LIFE INS. CO.	AUG 2024 PREPAID LIFE INSURANCE	4,227.15	4,227.15		4,227.15
1003289	07-18-24	TKE ENGINEERING, INC	C&M INSPECTION FEBRUARY 2024	1,305.00	38,973.82	29,270.00	68,243.82
			GENERAL ENGINEERING SERVICES 03/2024	20,395.00			
			CM & INSPECTION RANCHO DESCANSO	12,925.00			
			GENERAL ENGINEERING SERVICES 04/2024	20,620.00			
			CONSULTANT DESIGN TKE APRIL 2024	436.32			
			GENERAL ENGINEERING SERVICES 05/2024	9,625.00			
			C&M INSPECTION MARCH 2024	810.00			
			C&M INSPECTION APRIL 2024	2,127.50			
1003290	07-18-24	USA-FACT INC	BACKGROUND CHECK - W. WHITTEN	20.33	20.33		20.33
1003291	07-18-24	USA BLUEBOOK	GRUNFOS SUCTION/DISCHARGE VALVE	904.99	935.11		935.11
			HDPE BLACK TUBING - PRODUCTION	30.12			
1003292	07-18-24	VALLEY LOCK & SAFE	REPAIR DOOR LOCK - ADMIN	155.00	155.00		155.00
1003293	07-18-24	VESTIS SERVICES INC	UNIFORM SERVICES 06.19.24	290.91	637.16		637.16
			UNIFORM SERVICES 06.26.24	346.25			
1003294	07-18-24	WEST COAST SAND AND GRAVEL INC.	26 TONS COLD MIX	3,509.47	7,868.55		7,868.55
			26 TONS COLD MIX - RESTOCK	3,267.84			
			25.35 TONS BASE MATERIALS - SAMPLE STATIONS	531.47			
			26.70 TONS BASE - SAMPLE STATIONS	559.77			
1003295	07-18-24	WILLDAN FINANCIAL SERVICES	2025 SEWER & WATER DELINQUENT ACCTS	600.00	12,250.00		12,250.00
			TAX ROLL PREP - AD #12	3,350.00			
			TAX ROLL PREP	8,300.00			
1003296	07-18-24	ZORO TOOLS INC	6' TOOL RETRACTOR - WRIGHT PLANT	420.16	0.00	420.16	420.16
1003297	07-23-24	BRUCE HAMMETT	ACCOUNT REFUND 19392 RUPPERT ST	81.44	81.44		81.44
1003298	07-23-24	CAROLINA ESPINOZA	ACCOUNT REFUND 12925 REDBUD RD	50.47	50.47		50.47
1003299	07-23-24	GABINO BAEZ	ACCOUNT REFUND 65786 6TH ST	25.01	25.01		25.01
1003300	07-23-24	GLADIS RIVAS	ACCOUNT REFUND 65490 SALIDA DEL SOL PL	61.96	61.96		61.96
1003301	07-23-24	KAVIN/DIANE MCNABB	ACCOUNT REFUND 64657 PINEHURST CIR	5.53	5.53		5.53
1003302	07-23-24	MELANIE KURKURKIAN	ACCOUNT REFUND 12807 INAJA ST	27.04	27.04		27.04
1003303	07-23-24	MERIDY VOLZ	ACCOUNT REFUND 13144 EL RIO LN	17.15	17.15		17.15
1003304	07-23-24	RUBY B PAEZ	ACCOUNT REFUND 14469 W AGUA DULCE DR	87.86	87.86		87.86
1003305	07-23-24	S LEE COOPER	ACCOUNT REFUND 12641 AVE SERENA	102.87	102.87		102.87
1003306	07-23-24	VINCENT SEIDLER	ACCOUNT REFUND 13341 VIA REAL	17.36	17.36		17.36
1003307	07-23-24	ARIANA DOMINGUEZ	ACCOUNT REFUND 8453 MOUNT WHITNEY AVE	48.85	48.85		48.85
1003308	07-23-24	BANK OF AMERICA NA	ACCOUNT REFUND 16473 AVE RAMADA	83.19	83.19		83.19
1003309	07-23-24	BARBARA SIMS	ACCOUNT REFUND 12563 KNOLL DR	79.25	79.25		79.25
1003310	07-23-24	CARLLEN MARTINEZ	ACCOUNT REFUND 62466 N STARCROSS DR	10.56	10.56		10.56
1003311	07-23-24	JOSEPH MOLINA	ACCOUNT REFUND 15580 AVE RAMADA	66.32	66.32		66.32
1003312	07-23-24	JOSE SEGURA	ACCOUNT REFUND 13478 CACTUS DR	33.44	33.44		33.44

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1003313	07-23-24	KATRINA HUNT	ACCOUNT REFUND 13850 CALIENTE DR #B	14.10	14.10		14.10
1003314	07-23-24	MSL ELECTRIC, INC.	ACCOUNT REFUND VIA CORTO W	717.18	717.18		717.18
1003315	07-23-24	NANCY JOHANNESSEN	ACCOUNT REFUND 13063 CACTUS DR	70.22	70.22		70.22
1003316	07-23-24	NICOLE BROCK	ACCOUNT REFUND 66330 2ND ST	50.12	50.12		50.12
1003317	07-23-24	NOEL BALTAZAR	ACCOUNT REFUND 66204 DESERT VIEW AVE	52.43	52.43		52.43
1003318	07-23-24	PATRICIA SANDELIN	ACCOUNT REFUND 69481 MORNINGSIDE DR	53.60	53.60		53.60
1003319	07-23-24	RICARDO CARRILLO	ACCOUNT REFUND 66089 4TH ST	61.21	61.21		61.21
1003320	07-23-24	RYAN MOAYEDI	ACCOUNT REFUND 11635 UPLAND WAY	39.63	39.63		39.63
1003321	07-23-24	SV GENERAL CONTRACTOR INC.	ACCOUNT REFUND MESQUITE RD AND TAMARACK RD	474.29	474.29		474.29
1003322	07-23-24	BRETT BALSIGER	ACCOUNT REFUND 12559 SYLVANUS DR	43.49	43.49		43.49
1003323	07-23-24	CHASITY SORIANO	ACCOUNT REFUND 66905 FLORA AVE	13.98	13.98		13.98
1003324	07-23-24	DOROTHY DEMPSEY	ACCOUNT REFUND 11320 AMBROSIO DR	123.10	123.10		123.10
1003325	07-23-24	MARGARITA LEON ZAVALA	ACCOUNT REFUND 13361 QUINTA WAY	72.93	72.93		72.93
1003326	07-23-24	ROSA VALENZUELA-WALKER	ACCOUNT REFUND 13528 CERRITA WAY	364.00	364.00		364.00
1003327	07-23-24	VIJAY R. SHETH	ACCOUNT REFUND 9056 CALLE BARRANCA	66.65	66.65		66.65
1003328	07-25-24	AI MIN WANG	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003329	07-25-24	ANDREW FRISQUE	SMART CONTROLLER REBATE	150.00	150.00		150.00
1003330	07-25-24	ANDY GRUNNET	BOOT REIMBURSEMENT	300.00	300.00		300.00
1003331	07-25-24	ANTHONY R HALL	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003332	07-25-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE - HORTON CLARIFIER	250.18	710.92		710.92
			TOTAL N PACKAGE - HORTON WWTP	210.56			
			TOTAL N PACKAGE - HOROTN CLARIFIER EFF.	250.18			
1003333	07-25-24	CORONA ENVIRONMENTAL CONSULTING, LLC	PROGRESS PAYMENT #7	13,637.50	0.00	13,637.50	13,637.50
1003334	07-25-24	CALIFORNIA ASSOCIATION OF	MEMBERSHIP RENEWAL	275.00	275.00		275.00
1003335	07-25-24	COUNTY OF RIVERSIDE	ENC24070021	1,145.00	3,904.00		3,904.00
			ENC24061478	1,194.00			
			ENC24070027	1,565.00			
			JOSHUA RD.				
1003336	07-25-24	DOWNING CONSTRUCTION, INC.	PROGRESS PAYMENT #16	174,045.03	0.00	174,045.03	174,045.03
1003337	07-25-24	RAY DUFF	TOILET REBATE	100.00	100.00		100.00
1003338	07-25-24	E.H. WACHS	REPLACEMENT TELESCOPING	1,396.58	1,396.58		1,396.58
1003339	07-25-24	FERGUSON WATERWORKS #1083	REPLACEMENT METER ANTENNA CABLES	1,035.21	1,035.21		1,035.21
1003340	07-25-24	GRAINGER	WATER PUMP C&M	875.55	875.55		875.55
1003341	07-25-24	GREG CHAPMAN, JR	BOOT REIMBURSEMENT	288.72	288.72		288.72
1003342	07-25-24	INFOSEND INC	MONTHLY SERVICES	168.59	168.59		168.59
1003343	07-25-24	J.F. SHEA CONSTRUCTION, INC.	PROGRESS PAYMENT 27	381,209.02	0.00	381,209.02	381,209.02
1003344	07-25-24	JEFF BEARDEAUX	SMART CONTROLLER REBATE	128.44	128.44		128.44
1003345	07-25-24	MARK VERMEER	BOOT REIMBURSEMENT	52.19	52.19		52.19
1003346	07-25-24	MATHESON TRI-GAS, INC	YELLOW SAFETY SHIRTS	158.93	158.93		158.93
1003347	07-25-24	MCMASTER-CARR	COMPRESSION FITTINGS	835.05	835.05		835.05
1003348	07-25-24	MUELLER WATER PRODUCTS INC	SENTRYX INET PRESSURE MONITORING	5,491.55	5,491.55		5,491.55
1003349	07-25-24	PAOLA MORENO MORALES	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003350	07-25-24	PLUMBERS DEPOT INC	REPAIR CCTV CAMERA	1,377.94	1,377.94		1,377.94
1003351	07-25-24	ROBERTO LOPEZ	BOOT REIMBURSEMENT	275.69	275.69		275.69
1003352	07-25-24	RUHNAU CLARKE ARCHITECTS	REDESIGN PROGRESS PAYMENT - CRITICAL SVCS.	4,945.00	0.00	51,345.00	51,345.00
			REDESIGN PROG. PMT - CRITICAL SVCS CENTER	46,400.00			
1003353	07-25-24	STAPLES	RESTOCK OFFICE SUPPLIES	375.47	375.47		375.47
1003354	07-25-24	SUSAN D BRUSH	CLOTHES WASHER REBATE	150.00	150.00		150.00

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1003355	07-25-24	TOPS N BARRICADES, INC	REPLACEMENT TRAFFIC CONES/SIGNS	990.71	1,188.17		1,188.17
			YELLOW SAFETY SHIRTS, FLAGS	197.46			
1003356	07-25-24	ULINE INC	RESTOCK WORK GLOVES - FIELD STAFF	927.06	927.06		927.06
1003357	07-25-24	USA BLUEBOOK	SIZE 60 HYPALON LINER	186.88	5,423.26		5,423.26
			HOT TAPPING MACHINE	3,548.37			
			GLASS FIBER FILTERS HORTON PLANT	309.22			
			REPLACEMENT METER WRENCHES	1,378.79			
1003358	07-25-24	WESTAIR GASES & EQUIPMENT, INC.	REFILL WELDING TANK	51.11	122.82		122.82
			REFILL CO2 TANK	71.71			
1003359	07-25-24	WHITE CAP CONSTRUCTION SUPPLY	REPLACEMENT ASPHALT RAKE C&M	68.66	774.67		774.67
			RESTOCK WORK GLOVES FIELD STAFF	557.11			
			REPLACEMENT WATER COOLERS - FIELD STAFF	148.90			
1003360	07-25-24	XEROX CORPORATION	XEROX LEASE JULY	172.39	172.39		172.39
1003361	07-25-24	ZORO TOOLS INC	WALLMOUNT SOLAR SHIELDS	2,277.86	0.00	2,277.86	2,277.86
1003362	07-31-24	ACWA/JOINT POWERS INSURANCE AUTHORITY	CLAIM #10-1650 QTR ENDED 06.30.24	500.00	500.00		500.00
			RESTITUTION PAYMENT				
1003363	07-31-24	AMERICAN WATER WORKS ASSOCIATION	AWWA MEMBERHSIP DUES 2024-25	2,594.00	2,594.00		2,594.00
1003364	07-31-24	CARLO EMAMI DBA SAFEWEST	WORKPLACE VIOLENCE TRAINING PROGRAM	8,216.41	8,216.41		8,216.41
1003365	07-31-24	CASAMAR GROUP, LLC	JUNE SERVICES	1,946.48	1,808.13	138.35	1,946.48
1003366	07-31-24	CITY OF DESERT HOT SPRINGS	CITY OF DHS ENC. PERMIT 66091 CAHUILLA AVE	320.97	641.94		641.94
			ENC. PERMIT 66079 CAHUILLA AVENUE	320.97			
1003367	07-31-24	CITY OF DESERT HOT SPRINGS	UUT MAY 2024	36,880.93	36,880.93		36,880.93
1003368	07-31-24	CLINICAL LABORATORY OF SAN BERNARDINO	BOD TESTING - 06/2024	270.00	270.00		270.00
1003369	07-31-24	DORI M PETEE	REIMBURSEMENT - REC CENTER ITEMS	21.83	21.83		21.83
1003370	07-31-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 06.28.24	4,003.53	17,044.37		17,044.37
			SLUDGE HAULING TRACTOR UNIT	3,000.00			
			SLUDGE HAULING BELT TRAILER	2,000.00			
			SLUDGE HAULING 07.05.24	4,018.86			
			SLUDGE HAULING 07.12.24	4,021.98			
1003371	07-31-24	ENTERPRISE FM TRUST	MONTHLY LEASE FLEET - 07/2024	25,165.95	25,165.95		25,165.95
1003372	07-31-24	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SERVICES 06/2024	1,830.00	3,660.00		3,660.00
			DISINFECTING SERVICES 06/2024	1,830.00			
1003373	07-31-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 07.19.24 PMT 23	150.00	150.00		150.00
1003374	07-31-24	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	2,926.19	2,700.96	225.23	2,926.19
1003375	07-31-24	INFOSEND INC	MONTHLY NEWSLETTER	1,297.25	1,297.25		1,297.25
1003376	07-31-24	INTELESYS	MONTHLY MANAGED IT SERVICES	8,100.00	16,564.00		16,564.00
			MONTHLY MANAGED IT SERVICES	8,464.00			
1003377	07-31-24	IRIS GROUP HOLDINGS LLC DBA EVERON	SECURITY SERVICES - ADMIN/CORP YARD	351.32	351.32		351.32
1003378	07-31-24	JOHNSON CONTROLS SECURITY SOLUTIONS LI	HORTON PLANT SECURITY	1,209.38	1,209.38		1,209.38
1003379	07-31-24	KENWOOD ENERGY	SOLAR O&M SERVICES RFP	261.25	0.00	4,376.25	4,376.25
			SOLAR PHOTOVOLTAIC PPA RFP JUNE 2024	4,115.00			
1003380	07-31-24	LANDMARK CONSULTANTS INC	PROFESSIONAL SERVICES THROUGH 06.19.24	1,716.00	0.00	3,091.00	3,091.00
			13TH AVE WATERMAIN LP24127	1,375.00			
1003381	07-31-24	JENNIFER R. MAEL	WATER MASTER PLAN UPDATES	34,875.00	34,875.00		34,875.00
1003382	07-31-24	MANPOWER US INC.	STAFFING SERVICE - FIELD	1,545.12	10,545.06		10,545.06
			STAFFING SERVICES - ENGINEERING	1,315.48			
			STAFFING SERVICES - FIELD	1,400.32			
			STAFFING SERVICES - ENGINEERING	1,257.45			

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			STAFFING SERVICES - FIELD	1,750.40			
			STAFFING SERVICES - ENGINEERING	1,257.45			
			STAFFING SERVICES - FIELD	334.08			
			STAFFING SERVICES - FIELD	1,684.76			
1003383	07-31-24	MDN WATER MANAGEMENT SERVICES INC	MISC TASKS - RWRF GRANT, BUDGETS	13,677.00	13,677.00		13,677.00
1003384	07-31-24	NEDRA GILL	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003385	07-31-24	NOBEL SYSTEMS INC.	AWWA WATER AUDIT VALID	7,500.00	7,500.00		7,500.00
1003386	07-31-24	PALM SPRINGS PEST CONTROL, INC.	ANNEX BUILDING PEST CONTROL SVCS	65.00	300.00		300.00
			PEST CONTROL SERVICES - CORP YARD	105.00			
			PEST CONTROL SERVICES - ADMIN	130.00			
1003387	07-31-24	RIVERSIDE COUNTY FLOOD CONTROL AND	001270 MISSION CREEK CHANNEL	2,000.00	0.00	2,000.00	2,000.00
1003388	07-31-24	RUSS MARTIN	CSDA REIMBURSEMENT	65.00	65.00		65.00
1003389	07-31-24	RYAN GOODNER-BELLI	TRAVEL PER DIEM - ESRI CONF.	41.22	132.79		132.79
			PARKING FEE - ESRI CONF.	50.00			
			TRAVEL PER DIEM - ESRI CONF.	10.00			
			TRAVEL PER DIEM - ESRI CONF.	31.57			
1003390	07-31-24	SOUTHERN CALIFORNIA EDISON	SHORT CIRCUIT DUTY/ARC FLASH STUDY #25	400.00	9,200.00		9,200.00
			SHORT CIRCUIT DUTY/ARC FLASH STUDY TER 5&6	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY TER 1&4	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #27	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #37	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #33	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY LDVB	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #31	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #26	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #26A	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY HORTON	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #34	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #25A	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY TWO BUNCH	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY REDBUD	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #29	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #32	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY VALLEY VIEW	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY DOS PALMAS	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY OVERHILL	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY LOW NORTH	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY GATEWAY	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY DCWWTP	400.00			
1003391	07-31-24	SCHNEIDER ELECTRIC SYSTEMS USA INC	GEO SCADA STANDARD LEVEL SUPPORT	20,189.00	21,978.00	2,915.00	24,893.00
			SCADA ANNUAL SUPPORT AGREEMENT	4,704.00			
1003392	07-31-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557 LEGAL SVCS	9,065.20	0.00	9,065.20	9,065.20
1003393	07-31-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	7,492.82	50,072.30		50,072.30
			ELECTRIC BILL	34,563.56			
			ELECTRIC BILL	8,015.92			
1003394	07-31-24	SOUTH WEST PUMP & DRILLING, INC.	WELL 24 REPAIRS	10,265.00	10,265.00		10,265.00
1003395	07-31-24	THE LAMAR COMPANIES	BILLBOARD PALM & DILLON	950.00	950.00		950.00
1003396	07-31-24	TKE ENGINEERING, INC	WELL 42 C&M INSPECTION JUNE 2024	322.50	0.00	322.50	322.50

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1003397	07-31-24	TOM DODSON & ASSOCIATES	REPLACEMENT PROJ. 13TH AVE	4,233.82	2,367.35	4,981.32	7,348.67
			WATERLINE REPLACEMENT PROJ.	747.50			
			PS FULFILLMENT CENTER	2,367.35			
1003398	07-31-24	UTE ANDREA HEWITT	SMART CONTROLLER REBATE	250.00	250.00		250.00
1003399	07-31-24	VALLEY LOCK & SAFE	RE-KEY WRIGHT FACILITY DOORS TO DIST. KEY	729.25	729.25		729.25
1003400	07-31-24	VESTIS SERVICES INC	UNIFORM SERVICES 07.03.24	384.54	1,239.50		1,239.50
			UNIFORM SERVICES 07.10.24	304.84			
			UNIFORM SERVICES 07.17.24	275.06			
			UNIFORM SERVICES 07.24.24	275.06			
1003401	07-31-24	WORD OF LIFE FELLOWSHIP TEMPLE	BRIDGE TO BETTER HOMELESS PROJ. SPONSOR	500.00	500.00		500.00
1003402	07-31-24	XEROX CORPORATION	XEROX LEASE	343.73	343.73		343.73
99107852	07-01-24	WELLS FARGO - WELLSONE	MAY 2024 CC PAYMENT	54,897.70	54,897.70		54,897.70
99107891	07-02-24	QUADIENT FINANCE USA, INC.	INK PURCHASE	280.15	280.15		280.15
99107977	07-09-24	AFLAC	JUNE 2024 AFLAC DEDUCTIONS	2,486.90	2,486.90		2,486.90
99108005	07-01-24	WELLS FARGO BANK	JUNE 2024 LOC INTEREST EXP	46,550.00	46,550.00		46,550.00
99108013	07-08-24	BERKADIA COMMERCIAL MORTGAGE	AD 7 LOAN INT. & PRIN. FINAL PAYMENT	16,580.00	16,580.00		16,580.00
99108015	07-12-24	WELLS FARGO BANK	AUTO DEP PPE 07.05.2024	139,811.23	139,811.23		139,811.23
99108016	07-12-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 07.05.2024	60,218.66	60,218.66		60,218.66
99108017	07-12-24	STATE OF CA EDD	STATE TAX PPE 07.05.2024	12,073.25	12,073.25		12,073.25
99108165	07-18-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTE	PERS PPE 06.21.2024	35,852.16	35,852.16		35,852.16
99108166	07-17-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 07.05.24	16,233.78	16,233.78		16,233.78
99108168	07-08-24	PAYNEARME MT, INC.	JUNE 2024 PAYNEARME FEES	8,369.04	8,369.04		8,369.04
99108261	07-26-24	WELLS FARGO BANK	AUTO DEP PPE 07.19.24	135,173.96	135,173.96		135,173.96
99108262	07-26-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 07.19.2024	57,581.18	57,581.18		57,581.18
99108263	07-26-24	STATE OF CA EDD	STATE TAX PPE 07.19.24	11,802.56	11,802.56		11,802.56
99108265	07-26-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 07.19.24	14,540.07	14,540.07		14,540.07
99108291	07-31-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTE	PERS PPE 07.05.24	37,116.81	37,116.81		37,116.81
99108369	07-29-24	WELLS FARGO - WELLSONE	JUNE 2024 CC PAYMENT	91,818.29	91,818.29		91,818.29
99108373	07-18-24	PAYMENTUS CORPORATION	JUNE 2024 CREDIT CARD FEES	4,478.90	4,478.90		4,478.90
99108375	07-31-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE FOR PP #26	6,448.31	0.00	6,448.31	6,448.31
PR071224	07-12-24	EMPLOYEE PAYROLL CHECKS		2,361.85	2,361.85		2,361.85
PR072624	07-26-24	EMPLOYEE PAYROLL CHECKS		0.00	0.00		0.00
			CURRENT CHECK TOTAL	4,030,970.4	2,561,795.4	1,469,174.9	4,030,970.4
TOTAL				4,030,970.42	2,561,795.47	1,469,174.95	4,030,970.42
307 records							

MISSION SPRINGS WATER DISTRICT - 15:20:21 08-01-24
(PAP40:FAP16) CASH DISBURSEMENTS FOR PERIOD 07-01-2024 THRU 07-31-2024

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003252	07-18-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	CLASSIC-UNFUNDED ACCRUED LIABILITY PENSION PREPAY	673,766.00	678,441.00		678,441.00
			FY24/25				
			PEPRA - UNFUNDED ACCRUED LIABILITY PENSION PREPAY	4,675.00			
			FY24/25				
1003343	07-25-24	J.F. SHEA CONSTRUCTION, INC.	PROGRESS PAYMENT 27	381,209.02	0.00	381,209.02	381,209.02
1003273	07-18-24	LAYNE CHRISTENSEN COMPANY	PROGRESS PAYMENT 12	233,658.17	0.00	233,658.17	233,658.17
1003139	07-08-24	LEGEND PUMP & WELL SERVICE, INC.	PROGRESS PAYMENT #5	225,815.95	0.00	225,815.95	225,815.95
1003336	07-25-24	DOWNING CONSTRUCTION, INC.	PROGRESS PAYMENT #16	174,045.03	0.00	174,045.03	174,045.03
99108015	07-12-24	WELLS FARGO BANK	AUTO DEP PPE 07.05.2024	139,811.23	139,811.23		139,811.23
1003285	07-18-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	137,941.60	137,941.60		137,941.60
99108261	07-26-24	WELLS FARGO BANK	AUTO DEP PPE 07.19.24	135,173.96	135,173.96		135,173.96
1003267	07-18-24	J.F. SHEA CONSTRUCTION, INC.	PROGRESS PAYMENT 26	122,517.89	0.00	122,517.89	122,517.89
1003158	07-10-24	ACWA-JPIA HEALTH BENEFITS AUTH.	AUGUST 2024 PREPAID INSURANCE	96,292.51	96,292.51		96,292.51
1003286	07-18-24	SOUTH WEST PUMP & DRILLING, INC.	WELL 31 REPAIRS	94,352.01	94,352.01		94,352.01
99108369	07-29-24	WELLS FARGO - WELLSONE	JUNE 2024 CC PAYMENT	91,818.29	91,818.29		91,818.29
1003149	07-08-24	RUHNAU CLARKE ARCHITECTS	REDESIGN CRITICAL SVCS CENTER	72,800.00	0.00	72,800.00	72,800.00
1003178	07-10-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES OVER RETAINER	39,673.50	70,453.50		70,453.50
			LEGAL SERVICES RETAINER	6,500.00			
			LEGAL SERVICES OVER RETAINER	24,280.00			
1003289	07-18-24	TKE ENGINEERING, INC	C&M INSPECTION FEBRUARY 2024	1,305.00	38,973.82	29,270.00	68,243.82
			GENERAL ENGINEERING SERVICES 03/2024	20,395.00			
			CM & INSPECTION RANCHO DESCANSO	12,925.00			
			GENERAL ENGINEERING SERVICES 04/2024	20,620.00			
			CONSULTANT DESIGN TKE APRIL 2024	436.32			
			GENERAL ENGINEERING SERVICES 05/2024	9,625.00			
			C&M INSPECTION MARCH 2024	810.00			
			C&M INSPECTION APRIL 2024	2,127.50			
99108016	07-12-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 07.05.2024	60,218.66	60,218.66		60,218.66
99108262	07-26-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 07.19.2024	57,581.18	57,581.18		57,581.18
99107852	07-01-24	WELLS FARGO - WELLSONE	MAY 2024 CC PAYMENT	54,897.70	54,897.70		54,897.70
1003352	07-25-24	RUHNAU CLARKE ARCHITECTS	REDESIGN PROGRESS PAYMENT - CRITICAL SVCS.	4,945.00	0.00	51,345.00	51,345.00
			REDESIGN PROG. PMT - CRITICAL SVCS CENTER	46,400.00			
1003393	07-31-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	7,492.82	50,072.30		50,072.30
			ELECTRIC BILL	34,563.56			
			ELECTRIC BILL	8,015.92			
99108005	07-01-24	WELLS FARGO BANK	JUNE 2024 LOC INTEREST EXP	46,550.00	46,550.00		46,550.00
1003249	07-18-24	ACWA/JOINT POWERS INSUR AUTH	ACWA WORKERS COMP QTR. 2	40,983.11	40,983.11		40,983.11
99108291	07-31-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 07.05.24	37,116.81	37,116.81		37,116.81
1003367	07-31-24	CITY OF DESERT HOT SPRINGS	UUT MAY 2024	36,880.93	36,880.93		36,880.93
99108165	07-18-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 06.21.2024	35,852.16	35,852.16		35,852.16
1003381	07-31-24	JENNIFER R. MAEL	WATER MASTER PLAN UPDATES	34,875.00	34,875.00		34,875.00
1003121	07-08-24	CORE & MAIN LP	STOP BALL ANG12-425	5,031.93	31,627.01		31,627.01
			AIR RELEASE VALVES	3,574.18			
			BRZ SADDLE D/S J979	773.17			
			VALVE KEYS - WRIGHT PLANT	580.23			
			HARDWARE INVENTORY	5,773.67			
			HARDWARE INVENTORY	9,764.29			
			HARDWARE INVENTORY	1,187.26			
			TAPPING SADDLE	1,788.65			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			FLG GASKET	10.78			
			VALVE KEY, KLEIN GRIP	1,745.01			
			SERVICE SADDLE MAINLINE	578.94			
			CLA-VAL REPAIR KIT	818.90			
1003274	07-18-24	LEGEND PUMP & WELL SERVICE, INC.	PROGRESS PAYMENT 6	27,789.82	0.00	31,385.57	31,385.57
			PROGRESS PAYMENT 7	3,595.75			
1003120	07-08-24	CITY OF DESERT HOT SPRINGS	UUT APRIL 2024	30,936.42	30,936.42		30,936.42
1003186	07-10-24	WATERSMART SOFTWARE,INC.	HOSTING & SUPPORT ONLINE CUSTOMER PORTAL	29,565.00	29,565.00		29,565.00
1003371	07-31-24	ENTERPRISE FM TRUST	MONTHLY LEASE FLEET - 07/2024	25,165.95	25,165.95		25,165.95
1003391	07-31-24	SCHNEIDER ELECTRIC SYSTEMS USA INC	GEO SCADA STANDARD LEVEL SUPPORT	20,189.00	21,978.00	2,915.00	24,893.00
			SCADA ANNUAL SUPPORT AGREEMENT	4,704.00			
1003177	07-10-24	ROZEL	ARC FLASH ANALYSIS - DATA COLLECTION	23,728.33	23,728.33		23,728.33
1003154	07-08-24	TIMMONS GROUP INC	GIS - PROGRESS PAYMENT 2	3,325.75	0.00	18,196.20	18,196.20
			GIS - PROGRESS PAYMENT 3	5,605.75			
			GIS - PROGRESS PAYMENT 1	9,264.70			
1003370	07-31-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 06.28.24	4,003.53	17,044.37		17,044.37
			SLUDGE HAULING TRACTOR UNIT	3,000.00			
			SLUDGE HAULING BELT TRAILER	2,000.00			
			SLUDGE HAULING 07.05.24	4,018.86			
			SLUDGE HAULING 07.12.24	4,021.98			
99108013	07-08-24	BERKADIA COMMERCIAL MORTGAGE	AD 7 LOAN INT. & PRIN. FINAL PAYMENT	16,580.00	16,580.00		16,580.00
1003376	07-31-24	INTELESYS	MONTHLY MANAGED IT SERVICES	8,100.00	16,564.00		16,564.00
			MONTHLY MANAGED IT SERVICES	8,464.00			
99108166	07-17-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 07.05.24	16,233.78	16,233.78		16,233.78
1003269	07-18-24	JWC ENVIRONMENTAL INC.	6' GRINDER FOR BELT PRESS	16,197.28	0.00	16,197.28	16,197.28
99108265	07-26-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 07.19.24	14,540.07	14,540.07		14,540.07
1003383	07-31-24	MDN WATER MANAGEMENT SERVICES INC	MISC TASKS - RWRF GRANT, BUDGETS	13,677.00	13,677.00		13,677.00
1003174	07-10-24	MCCROMETER INC	MAG METER FOR WELL 27	7,816.80	13,653.15		13,653.15
			MAG-METER WELL 26	5,836.35			
1003333	07-25-24	CORONA ENVIRONMENTAL CONSULTING, LLC	PROGRESS PAYMENT #7	13,637.50	0.00	13,637.50	13,637.50
1003168	07-10-24	LF VISUALS INC	CCR PRINTING	13,430.82	13,430.82		13,430.82
1003138	07-08-24	KYLE GROUNDWATER, INC.	WELL REHAB PP #5	13,342.50	0.00	13,342.50	13,342.50
1003260	07-18-24	ECOLOGY AUTO PARTS	SLUDGE HAULING 06.07.24	4,007.82	12,941.75		12,941.75
			SLUDGE HAULING 06.14.24	2,125.13			
			SLUDGE HAULING 06.14.24	2,705.39			
			SLUDGE HAULING 06.21.24	4,103.41			
1003295	07-18-24	WILLDAN FINANCIAL SERVICES	2025 SEWER & WATER DELINQUENT ACCTS	600.00	12,250.00		12,250.00
			TAX ROLL PREP - AD #12	3,350.00			
			TAX ROLL PREP	8,300.00			
99108017	07-12-24	STATE OF CA EDD	STATE TAX PPE 07.05.2024	12,073.25	12,073.25		12,073.25
99108263	07-26-24	STATE OF CA EDD	STATE TAX PPE 07.19.24	11,802.56	11,802.56		11,802.56
1003118	07-08-24	BECK OIL, INC.	UNLEADED GASOLINE	4,094.45	11,781.58		11,781.58
			DIESEL FUEL	827.50			
			UNLEADED GASOLINE	4,291.68			
			DIESEL FUEL	2,567.95			
1003272	07-18-24	LANDMARK CONSULTANTS INC	PROGRESS PAYMENT 1	10,750.00	0.00	10,750.00	10,750.00
1003382	07-31-24	MANPOWER US INC.	STAFFING SERVICE - FIELD	1,545.12	10,545.06		10,545.06
			STAFFING SERVICES - ENGINEERING	1,315.48			
			STAFFING SERVICES - FIELD	1,400.32			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			STAFFING SERVICES - ENGINEERING	1,257.45			
			STAFFING SERVICES - FIELD	1,750.40			
			STAFFING SERVICES - ENGINEERING	1,257.45			
			STAFFING SERVICES - FIELD	334.08			
			STAFFING SERVICES - FIELD	1,684.76			
1003278	07-18-24	MSA CONSULTING INC	SURVEY SERVICES	10,372.00	0.00	10,372.00	10,372.00
1003394	07-31-24	SOUTH WEST PUMP & DRILLING, INC.	WELL 24 REPAIRS	10,265.00	10,265.00		10,265.00
1003169	07-10-24	INFOSEND INC	MONTHLY BILLING SERVICES	5,675.07	9,841.99		9,841.99
			MONTHLY PAST DUE NOTICES	4,166.92			
1003255	07-18-24	CORE & MAIN LP	18' FLANGE GASKET	17.24	9,565.68		9,565.68
			PILOT ASSEMBLY WTR PRODUCTION	2,751.68			
			CONCRETE BOX	1,809.66			
			INSTALL PARTS - SAMPLE STATIONS	517.63			
			1' COPPER SAMPLE STATION INSTALLS	4,469.47			
1003271	07-18-24	KYLE GROUNDWATER, INC.	WELL 35 PROGRESS PAYMENT 2	9,341.00	0.00	9,341.00	9,341.00
1003390	07-31-24	SOUTHERN CALIFORNIA EDISON	SHORT CIRCUIT DUTY/ARC FLASH STUDY #25	400.00	9,200.00		9,200.00
			SHORT CIRCUIT DUTY/ARC FLASH STUDY TER 5&6	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY TER 1&4	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #27	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #37	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #33	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY LDVB	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #31	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #26	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #26A	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY HORTON	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #34	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #25A	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY TWO BUNCH	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY REDBUD	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #29	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY #32	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY VALLEY VIEW	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY DOS PALMAS	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY OVERHILL	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY LOW NORTH	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY GATEWAY	400.00			
			SHORT CIRCUIT DUTY/ARC FLASH STUDY DCWWTP	400.00			
1003392	07-31-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557 LEGAL SVCS	9,065.20	0.00	9,065.20	9,065.20
1003175	07-10-24	POLYDYNE,INC.	3-TOTES POLYMER SLUDGE WASTING	8,464.71	8,464.71		8,464.71
99108168	07-08-24	PAYNEARME MT, INC.	JUNE 2024 PAYNEARME FEES	8,369.04	8,369.04		8,369.04
1003364	07-31-24	CARLO EMAMI DBA SAFEWEST	WORKPLACE VIOLENCE TRAINING PROGRAM	8,216.41	8,216.41		8,216.41
1003294	07-18-24	WEST COAST SAND AND GRAVEL INC.	26 TONS COLD MIX	3,509.47	7,868.55		7,868.55
			26 TONS COLD MIX - RESTOCK	3,267.84			
			25.35 TONS BASE MATERIALS - SAMPLE STATIONS	531.47			
			26.70 TONS BASE - SAMPLE STATIONS	559.77			
1003141	07-08-24	MARC MEDIA CO	VIDEO CAMPAIGN REGIONAL PLANT	7,528.00	7,528.00		7,528.00
1003385	07-31-24	NOBEL SYSTEMS INC.	AWWA WATER AUDIT VALID	7,500.00	7,500.00		7,500.00
1003265	07-18-24	INFOSEND INC	JUNE NEWSLETTER	7,407.70	7,407.70		7,407.70

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003397	07-31-24	TOM DODSON & ASSOCIATES	REPLACEMENT PROJ. 13TH AVE	4,233.82	2,367.35	4,981.32	7,348.67
			WATERLINE REPLACEMENT PROJ.	747.50			
			PS FULFILLMENT CENTER	2,367.35			
1003150	07-08-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557	6,834.55	0.00	6,834.55	6,834.55
1003179	07-10-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	6,690.79	6,690.79		6,690.79
99108375	07-31-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE FOR PP #26	6,448.31	0.00	6,448.31	6,448.31
1003170	07-10-24	KENWOOD ENERGY	SOLAR O&M SERVICES RFP	4,587.50	0.00	6,277.50	6,277.50
			SOLAR PHOTOVOLTAIC PPA RFP	1,690.00			
1003165	07-10-24	CLINICAL LABORATORY OF SAN BERNARDINO	LAB SERVICES FOR SAMPLES - 04/2024	3,989.00	6,041.00		6,041.00
			LAB SAMPLES - 06/2024 - PRODUCTION	2,052.00			
1003256	07-18-24	COUNTY OF RIVERSIDE AUDITOR CONTROLLER	LAFCO FEES FY25	5,828.36	5,828.36		5,828.36
1003348	07-25-24	MUELLER WATER PRODUCTS INC	SENTRYX INET PRESSURE MONITORING	5,491.55	5,491.55		5,491.55
1003357	07-25-24	USA BLUEBOOK	SIZE 60 HYPALON LINER	186.88	5,423.26		5,423.26
			HOT TAPPING MACHINE	3,548.37			
			GLASS FIBER FILTERS HORTON PLANT	309.22			
			REPLACEMENT METER WRENCHES	1,378.79			
1003188	07-10-24	WEST YOST & ASSOCIATES, INC.	PROFESSIONAL SERVICES 04.06.24 TO 05.03.24	642.63	5,327.38		5,327.38
			PROFESSIONAL SVCS 05.04.24 TO 05.31.24	4,684.75			
1003163	07-10-24	CARPI & CLAY. INC	JUNE 2024 FEDERAL ADVOCACY SERVICES	5,000.00	5,000.00		5,000.00
1003126	07-08-24	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SERVICES MAY 2024	2,287.50	4,575.00		4,575.00
			DISINFECTING SERVICES MAY 2024	2,287.50			
1003258	07-18-24	CYPRESS DENTAL ADMINISTRATORS	AUG 2024 PREPAID DENTAL INSURANCE	4,504.37	4,504.37		4,504.37
99108373	07-18-24	PAYMENTUS CORPORATION	JUNE 2024 CREDIT CARD FEES	4,478.90	4,478.90		4,478.90
1003379	07-31-24	KENWOOD ENERGY	SOLAR O&M SERVICES RFP	261.25	0.00	4,376.25	4,376.25
			SOLAR PHOTOVOLTAIC PPA RFP JUNE 2024	4,115.00			
1003288	07-18-24	THE LINCOLN NATL. LIFE INS. CO.	AUG 2024 PREPAID LIFE INSURANCE	4,227.15	4,227.15		4,227.15
1003155	07-08-24	TKE ENGINEERING, INC	CM & INSPECTION RANCHO DESCANSO APR 24	3,525.00	3,525.00	582.50	4,107.50
			CONSULTANT DESIGN TKE MAR 24	167.50			
			CONSULTANT DESIGN TKE APRIL 24	415.00			
1003261	07-18-24	ENVIROGEN TECHNOLOGIES INC	URANIUM TREATMENT 06/2024	4,095.87	4,095.87		4,095.87
1003157	07-08-24	WATERLINE TECHNOLOGIES INC.	7 DRUMS REFILLED #5689339	1,712.15	3,913.48		3,913.48
			9 DRUMS REFILLED #5690726	2,201.33			
1003335	07-25-24	COUNTY OF RIVERSIDE	ENC24070021	1,145.00	3,904.00		3,904.00
			ENC24061478	1,194.00			
			ENC24070027	1,565.00			
			JOSHUA RD.				
1003148	07-08-24	POWERPLAN OIB	BACKHOE HYDRAULIC REPAIRS	3,774.50	3,774.50		3,774.50
1003372	07-31-24	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SERVICES 06/2024	1,830.00	3,660.00		3,660.00
			DISINFECTING SERVICES 06/2024	1,830.00			
1003253	07-18-24	CASAMAR GROUP, LLC	WELL 34 REHAB - LABOR COMPLIANCE	184.47	3,124.35	415.06	3,539.41
			LABOR COMPLIANCE - LO LYNCH	581.24			
			LABOR COMPLIANCE - F.M. THOMAS	512.28			
			LABOR COMPLIANCE - MCDONALD ELECTRIC	280.03			
			LABOR COMPLIANCE - URBAN HABITAT	485.68			
			LABOR COMPLIANCE MAY SERVICES	1,495.71			
1003176	07-10-24	ROBERT G MODRICH	JUNE 2024 UNIDATA MAINTENANCE	3,510.00	3,510.00		3,510.00
1003134	07-08-24	HACH COMPANY	PUNCHLIST ITEM - PROBE	3,327.32	0.00	3,327.32	3,327.32
1003380	07-31-24	LANDMARK CONSULTANTS INC	PROFESSIONAL SERVICES THROUGH 06.19.24	1,716.00	0.00	3,091.00	3,091.00
			13TH AVE WATERMAIN LP24127	1,375.00			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003374	07-31-24	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	2,926.19	2,700.96	225.23	2,926.19
1003140	07-08-24	MANPOWER US INC.	STAFFING SERVICES - FIELD OPERATIONS	1,670.40	2,900.55		2,900.55
			STAFFING SERVICES - ENGINEERING	1,230.15			
1003173	07-10-24	MANPOWER US INC.	STAFFING SERVICES - FIELD STAFF	1,670.40	2,805.92		2,805.92
			STAFFING SERVICES - ENGINEERING	1,135.52			
1003119	07-08-24	CINDY UKEN	SPONSORED CONTENT	2,800.00	2,800.00		2,800.00
1003264	07-18-24	FULL CIRCLE PRESS	RED/YELLOW SHUT OFF TAGS RESTOCK	2,671.71	2,671.71		2,671.71
1003363	07-31-24	AMERICAN WATER WORKS ASSOCIATION	AWWA MEMBERHSIP DUES 2024-25	2,594.00	2,594.00		2,594.00
99107977	07-09-24	AFLAC	JUNE 2024 AFLAC DEDUCTIONS	2,486.90	2,486.90		2,486.90
1003129	07-08-24	FM THOMAS AIR CONDITIONING INC	SEMI-ANNUAL MAINTENANCE	2,480.00	2,480.00		2,480.00
1003185	07-10-24	WATERLINE TECHNOLOGIES INC.	10 DRUMS REFILLED	2,445.93	2,445.93		2,445.93
1003257	07-18-24	COUNTY OF RIVERSIDE	ENC24061467 PERMIT	1,194.00	2,388.00		2,388.00
			ENC24061470 PERMIT	1,194.00			
PR071224	07-12-24	EMPLOYEE PAYROLL CHECKS		2,361.85	2,361.85		2,361.85
1003361	07-25-24	ZORO TOOLS INC	WALLMOUNT SOLAR SHIELDS	2,277.86	0.00	2,277.86	2,277.86
1003387	07-31-24	RIVERSIDE COUNTY FLOOD CONTROL AND	001270 MISSION CREEK CHANNEL	2,000.00	0.00	2,000.00	2,000.00
1003365	07-31-24	CASAMAR GROUP, LLC	JUNE SERVICES	1,946.48	1,808.13	138.35	1,946.48
1003167	07-10-24	GOLD STAR VENTURES EAST	REGIONAL PLANT MONUMENT SIGN	1,717.90	1,717.90		1,717.90
1003283	07-18-24	RAY LOPEZ ASSOCIATES	JUNE INSPECTIONS	1,662.50	1,662.50		1,662.50
1003144	07-08-24	O'REILLY AUTOMOTIVE INC.	REPLACEMENT BATTERY	151.18	1,609.33		1,609.33
			REMOVER WASH BRUSH	38.77			
			RESTOCK MP GREASE	720.85			
			REPLACEMENT BRAKES, FILTERS UNIT 406	107.06			
			REPLACEMENT WIPER BLADES	55.15			
			OIL/AIR FILTER	84.48			
			RETAINER UNIT #404	4.95			
			RESTOCK CARWASH SOAP	30.13			
			REPLACEMENT LIFT SUPPORTS	45.43			
			OIL FILTER	148.09			
			FILTER CHANGE	82.49			
			MATERIAL - FLEET MAINT.	111.55			
			RESTOCK ANTIFREEZE	17.23			
			REPLACEMENT SPARK PLUG	11.97			
1003338	07-25-24	E.H. WACHS	REPLACEMENT TELESCOPING	1,396.58	1,396.58		1,396.58
1003350	07-25-24	PLUMBERS DEPOT INC	REPAIR CCTV CAMERA	1,377.94	1,377.94		1,377.94
1003375	07-31-24	INFOSEND INC	MONTHLY NEWSLETTER	1,297.25	1,297.25		1,297.25
1003130	07-08-24	FORSHOCK	GEOSCADA LIC. CONVERSION	1,265.00	0.00	1,265.00	1,265.00
1003400	07-31-24	VESTIS SERVICES INC	UNIFORM SERVICES 07.03.24	384.54	1,239.50		1,239.50
			UNIFORM SERVICES 07.10.24	304.84			
			UNIFORM SERVICES 07.17.24	275.06			
			UNIFORM SERVICES 07.24.24	275.06			
1003378	07-31-24	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	HORTON PLANT SECURITY	1,209.38	1,209.38		1,209.38
1003181	07-10-24	TKE ENGINEERING, INC	CONSULTANT DESIGN MARCH 2024	1,194.90	1,194.90		1,194.90
1003355	07-25-24	TOPS N BARRICADES, INC	REPLACEMENT TRAFFIC CONES/SIGNS	990.71	1,188.17		1,188.17
			YELLOW SAFETY SHIRTS, FLAGS	197.46			
1003142	07-08-24	METTLER TOLEDO INC	ANNUAL SCALE & MOISTURE ANALYZER	1,060.19	1,060.19		1,060.19
1003276	07-18-24	MCDONALD ELECTRIC, INC	EMERGENCY SERVICE	1,039.25	1,039.25		1,039.25
1003339	07-25-24	FERGUSON WATERWORKS #1083	REPLACEMENT METER ANTENNA CABLES	1,035.21	1,035.21		1,035.21
1003162	07-10-24	BLUEBEAM INC	SUBSCRIPTION UPGRADE & RENEWAL	952.00	952.00		952.00

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1003153	07-08-24	THE LAMAR COMPANIES	REBATE BILLBOARD	950.00	950.00		950.00
1003395	07-31-24	THE LAMAR COMPANIES	BILLBOARD PALM & DILLON	950.00	950.00		950.00
1003291	07-18-24	USA BLUEBOOK	GRUNFOS SUCTION/DISCHARGE VALVE	904.99	935.11		935.11
			HDPE BLACK TUBING - PRODUCTION	30.12			
1003356	07-25-24	ULINE INC	RESTOCK WORK GLOVES - FIELD STAFF	927.06	927.06		927.06
1003123	07-08-24	D & H WATER SYSTEMS, INC.	REPLACEMENT POLYMER HOSES	248.45	888.28		888.28
			CHECK VALVE - POYMER PUMP	639.83			
1003340	07-25-24	GRAINGER	WATER PUMP C&M	875.55	875.55		875.55
1003347	07-25-24	MCMASTER-CARR	COMPRESSION FITTINGS	835.05	835.05		835.05
1003159	07-10-24	ACWA/JOINT POWERS INSUR AUTH	EXCESS CRIME INSURANCE	781.00	781.00		781.00
1003359	07-25-24	WHITE CAP CONSTRUCTION SUPPLY	REPLACEMENT ASPHALT RAKE C&M	68.66	774.67		774.67
			RESTOCK WORK GLOVES FIELD STAFF	557.11			
			REPLACEMENT WATER COOLERS - FIELD STAFF	148.90			
1003259	07-18-24	E.H. WACHS	UNIT 414 - REPLACVEMENT BRAKE HANDLE ASSEMBLY	768.86	768.86		768.86
1003282	07-18-24	PROFORMA	CUSTOMER SERVICE RECEIPT BOOK	754.24	754.24		754.24
1003399	07-31-24	VALLEY LOCK & SAFE	RE-KEY WRIGHT FACILITY DOORS TO DIST. KEY	729.25	729.25		729.25
1003314	07-23-24	MSL ELECTRIC, INC.	ACCOUNT REFUND VIA CORTO W	717.18	717.18		717.18
1003332	07-25-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE - HORTON CLARIFIER	250.18	710.92		710.92
			TOTAL N PACKAGE - HORTON WWTP	210.56			
			TOTAL N PACKAGE - HOROTN CLARIFIER EFF.	250.18			
1003137	07-08-24	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL - VARIOUS LOCATIONS	670.00	670.00		670.00
1003164	07-10-24	CASEY DOLAN	JUNE 2024 DIGITAL AD. & CONSULTING	650.00	650.00		650.00
1003366	07-31-24	CITY OF DESERT HOT SPRINGS	CITY OF DHS ENC. PERMIT 66091 CAHUILLA AVE	320.97	641.94		641.94
			ENC. PERMIT 66079 CAHUILLA AVENUE	320.97			
1003293	07-18-24	VESTIS SERVICES INC	UNIFORM SERVICES 06.19.24	290.91	637.16		637.16
			UNIFORM SERVICES 06.26.24	346.25			
1003156	07-08-24	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	587.45	587.45		587.45
1003187	07-10-24	WEST COAST SAND AND GRAVEL INC.	26.08 TONS BASE - PRODUCTION	546.77	546.77		546.77
1003287	07-18-24	STAPLES	HAND SANITIZER & REPLACEMENT OFFICE CHAIR	532.28	532.28		532.28
1003362	07-31-24	ACWA/JOINT POWERS INSURANCE AUTHORITY	CLAIM #10-1650 QTR ENDED 06.30.24	500.00	500.00		500.00
			RESTITUTION PAYMENT				
1003401	07-31-24	WORD OF LIFE FELLOWSHIP TEMPLE	BRIDGE TO BETTER HOMELESS PROJ. SPONSOR	500.00	500.00		500.00
1003160	07-10-24	ANSAFONE CONTACT CENTERS	ANSAFONE ANSWERING SERVICE	493.43	493.43		493.43
1003321	07-23-24	SV GENERAL CONTRACTOR INC.	ACCOUNT REFUND MESQUITE RD AND TAMARACK RD	474.29	474.29		474.29
1003145	07-08-24	PARKERS BUILDING SUPPLY	SWAMP COOLER REPAIRS	210.09	472.14		472.14
			PVC ADAPT FOR REPAIRS	12.82			
			SWAMP COOLER REPAIRS	17.23			
			PEEP HOLE	9.14			
			V-BELT FULLEY SWAMP COOLER	36.61			
			HARDWARE	5.35			
			PVC ADAPTER	4.93			
			REPLACEMENT FULLY	15.07			
			FLEET MAINT. SUPPLIES	99.04			
			JAM GEAR PULLER	57.09			
			TRASH BIN REPAIRS	4.77			
1003280	07-18-24	PALM SPRINGS UNIFIED	FIELD TRIP MISSION TRIP	438.81	438.81		438.81
			CABOT YERXA				
1003172	07-10-24	LUIGI'S SLUSHLIFE	WATER PROFESSIONALS WEEK	425.00	425.00		425.00
1003296	07-18-24	ZORO TOOLS INC	6' TOOL RETRACTOR - WRIGHT PLANT	420.16	0.00	420.16	420.16

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1003275	07-18-24	MAC'S MOBILE AUTOGLASS	UNIT 418 - FT DOOR WINDOW REPLACEMENT	331.66	406.66		406.66
			UNIT 414 - WINDSHIELD REPAIR	75.00			
1003251	07-18-24	BRINKS INCORPORATED	JUNE SERVICES	306.85	387.72		387.72
			JUNE SERVICES	80.87			
1003353	07-25-24	STAPLES	RESTOCK OFFICE SUPPLIES	375.47	375.47		375.47
1003326	07-23-24	ROSA VALENZUELA-WALKER	ACCOUNT REFUND 13528 CERRITA WAY	364.00	364.00		364.00
1003161	07-10-24	BABCOCK LABORATORIES, INC.	TOTAL N TESTING - DC EFF.	210.56	361.66		361.66
			TOTAL N PACKAGE - HORTON INF.	151.10			
1003377	07-31-24	IRIS GROUP HOLDINGS LLC DBA EVERON	SECURITY SERVICES - ADMIN/CORP YARD	351.32	351.32		351.32
1003402	07-31-24	XEROX CORPORATION	XEROX LEASE	343.73	343.73		343.73
1003197	07-12-24	MAK UNLIMITED	ACCOUNT REFUND DILLON RD AND DIABLO RD	338.05	338.05		338.05
1003277	07-18-24	MCMASTER-CARR	VERTICAL RULERS - WRIGHT PLANT	328.73	0.00	328.73	328.73
1003147	07-08-24	PLANIT REPROGRAPHICS	STRATEGIC PLAN POSTERS	323.25	323.25		323.25
1003396	07-31-24	TKE ENGINEERING, INC	WELL 42 C&M INSPECTION JUNE 2024	322.50	0.00	322.50	322.50
1003254	07-18-24	CITY OF DESERT HOT SPRINGS	CITY ENC. PERMIT - 9611 SAN SIMEON DR.	320.97	320.97		320.97
1003194	07-12-24	FELISHIA WILLIAMS	ACCOUNT REFUND 65570 AVE CADENA	320.69	320.69		320.69
1003128	07-08-24	FERNANDO RUELAS	BOOT REIMBURSEMENT	164.95	300.00		300.00
			BOOT REIMBURSEMENT	135.05			
1003133	07-08-24	GRANT FOURNIER	BOOT REIMBURSEMENT	300.00	300.00		300.00
1003330	07-25-24	ANDY GRUNNET	BOOT REIMBURSEMENT	300.00	300.00		300.00
1003386	07-31-24	PALM SPRINGS PEST CONTROL, INC.	ANNEX BUILDING PEST CONTROL SVCS	65.00	300.00		300.00
			PEST CONTROL SERVICES - CORP YARD	105.00			
			PEST CONTROL SERVICES - ADMIN	130.00			
1003341	07-25-24	GREG CHAPMAN, JR	BOOT REIMBURSEMENT	288.72	288.72		288.72
1003183	07-10-24	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	283.00	283.00		283.00
99107891	07-02-24	QUADIENT FINANCE USA, INC.	INK PURCHASE	280.15	280.15		280.15
1003351	07-25-24	ROBERTO LOPEZ	BOOT REIMBURSEMENT	275.69	275.69		275.69
1003196	07-12-24	JAVIER LIANOS	ACCOUNT REFUND 66338 GRANADA AVE	275.64	275.64		275.64
1003334	07-25-24	CALIFORNIA ASSOCIATION OF	MEMBERSHIP RENEWAL	275.00	275.00		275.00
1003368	07-31-24	CLINICAL LABORATORY OF SAN BERNARDINO	BOD TESTING - 06/2024	270.00	270.00		270.00
1003125	07-08-24	DHS EAGLES INC	SPONSORSHIP - DHS FOOTBALL	250.00	250.00		250.00
1003398	07-31-24	UTE ANDREA HEWITT	SMART CONTROLLER REBATE	250.00	250.00		250.00
1003122	07-08-24	CWEA	ANDY G. MEMBERSHIP DUES	221.00	221.00		221.00
1003180	07-10-24	TANYA Y LEWIS	TOILET REBATE REIMB. - T.LEWIS	198.00	198.00		198.00
1003250	07-18-24	AIR & HOSE SOURCE INC.	REPLACEMENT HYDRAULIC HOSE	196.53	196.53		196.53
1003117	07-08-24	ADRIAN GAONA MORENO	BOOT REIMBURSEMENT	185.71	185.71		185.71
1003281	07-18-24	PLANIT REPROGRAPHICS	PROJECT VIENTO PLANS	183.19	183.19		183.19
1003199	07-12-24	MVE PROPERTY VENTURES, LLC	ACCOUNT REFUND 8621 ROCKIES AVE	173.68	173.68		173.68
1003360	07-25-24	XEROX CORPORATION	XEROX LEASE JULY	172.39	172.39		172.39
1003342	07-25-24	INFOSEND INC	MONTHLY SERVICES	168.59	168.59		168.59
1003346	07-25-24	MATHESON TRI-GAS, INC	YELLOW SAFETY SHIRTS	158.93	158.93		158.93
1003292	07-18-24	VALLEY LOCK & SAFE	REPAIR DOOR LOCK - ADMIN	155.00	155.00		155.00
1003131	07-08-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 06.21.24 PMT 21	150.00	150.00		150.00
1003135	07-08-24	JANET VAN WYNSBERGHE	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003263	07-18-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 07.05.24 PMT 22	150.00	150.00		150.00
1003328	07-25-24	AI MIN WANG	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003329	07-25-24	ANDREW FRISQUE	SMART CONTROLLER REBATE	150.00	150.00		150.00
1003331	07-25-24	ANTHONY R HALL	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003349	07-25-24	PAOLA MORENO MORALES	CLOTHES WASHER REBATE	150.00	150.00		150.00

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1003354	07-25-24	SUSAN D BRUSH	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003373	07-31-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 07.19.24 PMT 23	150.00	150.00		150.00
1003384	07-31-24	NEDRA GILL	CLOTHES WASHER REBATE	150.00	150.00		150.00
1003200	07-12-24	MVE PROPERTY VENTURES, LLC	ACCOUNT REFUND 8645 ROCKIES AVE	137.68	137.68		137.68
1003184	07-10-24	USA-FACT INC	BACKGROUND CHECK - R.ANDRADE	20.73	134.82		134.82
			BACKGROUND CHECK - R. GOODNER-BELLI	114.09			
1003389	07-31-24	RYAN GOODNER-BELLI	TRAVEL PER DIEM - ESRI CONF.	41.22	132.79		132.79
			PARKING FEE - ESRI CONF.	50.00			
			TRAVEL PER DIEM - ESRI CONF.	10.00			
			TRAVEL PER DIEM - ESRI CONF.	31.57			
1003146	07-08-24	PAUL EDMONDS	SMART CONTROLLER REBATE	128.92	128.92		128.92
1003344	07-25-24	JEFF BEARDEAUX	SMART CONTROLLER REBATE	128.44	128.44		128.44
1003136	07-08-24	JOSIAH PEREZ	BOOT REIMBURSEMENT	124.75	124.75		124.75
1003324	07-23-24	DOROTHY DEMPSEY	ACCOUNT REFUND 11320 AMBROSIO DR	123.10	123.10		123.10
1003358	07-25-24	WESTAIR GASES & EQUIPMENT, INC.	REFILL WELDING TANK	51.11	122.82		122.82
			REFILL CO2 TANK	71.71			
1003203	07-12-24	RACHEL PHARES	ACCOUNT REFUND 13695 NAHUM DR	110.73	110.73		110.73
1003143	07-08-24	NCL OF WISCONSIN, INC	KCI STANDARD	106.52	106.52		106.52
1003166	07-10-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.49	102.98		102.98
			WELLS FARGO OVERNIGHT FEE	51.49			
1003305	07-23-24	S LEE COOPER	ACCOUNT REFUND 12641 AVE SERENA	102.87	102.87		102.87
1003171	07-10-24	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL - 67447 DESERT VIEW	100.00	100.00		100.00
1003270	07-18-24	KILLER BEE PEST CONTROL	BEEHIVE REMOVAL	100.00	100.00		100.00
1003337	07-25-24	RAY DUFF	TOILET REBATE	100.00	100.00		100.00
1003215	07-15-24	REBECCA ROBINSON	ACCOUNT REFUND 15300 PALM DR #30	95.42	95.42		95.42
1003236	07-15-24	FELIPE CUAHUIZO	ACCOUNT REFUND 66934 GRANADA AVE	94.38	94.38		94.38
1003243	07-15-24	MARIA DRINKARD HARVEY	ACCOUNT REFUND 9251 BROOKLINE AVE	90.32	90.32		90.32
1003182	07-10-24	UMETECH, INC.	SPAM FILTERING SERVICE	90.00	90.00		90.00
1003304	07-23-24	RUBY B PAEZ	ACCOUNT REFUND 14469 W AGUA DULCE DR	87.86	87.86		87.86
1003308	07-23-24	BANK OF AMERICA NA	ACCOUNT REFUND 16473 AVE RAMADA	83.19	83.19		83.19
1003297	07-23-24	BRUCE HAMMETT	ACCOUNT REFUND 19392 RUPPERT ST	81.44	81.44		81.44
1003309	07-23-24	BARBARA SIMS	ACCOUNT REFUND 12563 KNOLL DR	79.25	79.25		79.25
1003190	07-12-24	ANNA EDNEY	ACCOUNT REFUND 9151 WARWICK DR	74.30	74.30		74.30
1003325	07-23-24	MARGARITA LEON ZAVALA	ACCOUNT REFUND 13361 QUINTA WAY	72.93	72.93		72.93
1003201	07-12-24	NATALIE GONZALEZ	ACCOUNT REFUND 66155 CAHUILLA AVE	71.84	71.84		71.84
1003315	07-23-24	NANCY JOHANNESSEN	ACCOUNT REFUND 13063 CACTUS DR	70.22	70.22		70.22
1003237	07-15-24	JEAN ROOT	ACCOUNT REFUND 65708 ESTRELLA AVE	68.13	68.13		68.13
1003327	07-23-24	VIJAY R. SHETH	ACCOUNT REFUND 9056 CALLE BARRANCA	66.65	66.65		66.65
1003311	07-23-24	JOSEPH MOLINA	ACCOUNT REFUND 15580 AVE RAMADA	66.32	66.32		66.32
1003192	07-12-24	ATHENA STRATTON	ACCOUNT REFUND 10265 WEST DR	65.40	65.40		65.40
1003388	07-31-24	RUSS MARTIN	CSDA REIMBURSEMENT	65.00	65.00		65.00
1003202	07-12-24	PORFIRIO DIAZ	ACCOUNT REFUND 13560 MONTEREY RD	63.07	63.07		63.07
1003300	07-23-24	GLADIS RIVAS	ACCOUNT REFUND 65490 SALIDA DEL SOL PL	61.96	61.96		61.96
1003319	07-23-24	RICARDO CARRILLO	ACCOUNT REFUND 66089 4TH ST	61.21	61.21		61.21
1003151	07-08-24	SWRCB ACCOUNTING OFFICE	WATER TREATMENT OP. GRADE T2 - JEFF N.	60.00	60.00		60.00
1003211	07-15-24	JUDITH SANDERS	ACCOUNT REFUND 65565 ACOMA AVE #116	57.14	57.14		57.14
1003318	07-23-24	PATRICIA SANDELIN	ACCOUNT REFUND 69481 MORNINGSIDE DR	53.60	53.60		53.60
1003152	07-08-24	THE UPS STORE #5062	VALUES POSTER	35.56	53.40		53.40
			RECALIB. SCALE WEIGHTS SHIP FEE	17.84			

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1003284	07-18-24	RUSS MARTIN	MILEAGE REIMBURSEMENT	52.93	52.93		52.93
1003317	07-23-24	NOEL BALTAZAR	ACCOUNT REFUND 66204 DESERT VIEW AVE	52.43	52.43		52.43
1003345	07-25-24	MARK VERMEER	BOOT REIMBURSEMENT	52.19	52.19		52.19
1003262	07-18-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.49	51.49		51.49
1003222	07-15-24	ELVINA CAROLINA JUAREZ	ACCOUNT REFUND 13204 EL CAJON DR	50.84	50.84		50.84
1003191	07-12-24	ARTHUR BAUTISTA, JR.	ACCOUNT REFUND 13166 VIA REAL	50.71	50.71		50.71
1003298	07-23-24	CAROLINA ESPINOZA	ACCOUNT REFUND 12925 REDBUD RD	50.47	50.47		50.47
1003316	07-23-24	NICOLE BROCK	ACCOUNT REFUND 66330 2ND ST	50.12	50.12		50.12
1003132	07-08-24	GALLAGHER BENEFIT SERVICES INC	CLASSIFICATION & COMPENSATION	50.00	50.00		50.00
1003198	07-12-24	MARIA ABEYSUNDERA	ACCOUNT REFUND 9545 VALENCIA DR	48.95	48.95		48.95
1003307	07-23-24	ARIANA DOMINGUEZ	ACCOUNT REFUND 8453 MOUNT WHITNEY AVE	48.85	48.85		48.85
1003322	07-23-24	BRETT BALSIGER	ACCOUNT REFUND 12559 SYLVANUS DR	43.49	43.49		43.49
1003234	07-15-24	ALEXEY SHAKHLEYEVICH	ACCOUNT REFUND 9222 SILVER STAR AVE	43.17	43.17		43.17
1003279	07-18-24	O'REILLY AUTOMOTIVE INC.	REPLACEMENT HAND TRUCK	43.09	43.09		43.09
1003195	07-12-24	FELICIA GARCIA	ACCOUNT REFUND 66334 SAN JUAN RD	42.57	42.57		42.57
1003228	07-15-24	LINDA HOWELL	ACCOUNT REFUND 64212 APPALACHIAN ST	42.15	42.15		42.15
1003242	07-15-24	LUPE CALDERON	ACCOUNT REFUND 10768 SANTA CRUZ RD	42.15	42.15		42.15
1003320	07-23-24	RYAN MOAYEDI	ACCOUNT REFUND 11635 UPLAND WAY	39.63	39.63		39.63
1003266	07-18-24	IVAN SEWELL	MILEAGE REIMBURSEMENT	38.86	38.86		38.86
1003229	07-15-24	NANCY DUNNINGTON	ACCOUNT REFUND 13050 KAY RD	37.38	37.38		37.38
1003244	07-15-24	MARK KANIUGA	ACCOUNT REFUND 66051 AVE CADENA	35.38	35.38		35.38
1003246	07-15-24	RUTH LOPEZ ACOSTA	ACCOUNT REFUND 9500 VALENCIA DR	35.37	35.37		35.37
1003127	07-08-24	FARMER BROS. CO	ADMIN ORDER	33.47	33.47		33.47
1003312	07-23-24	JOSE SEGURA	ACCOUNT REFUND 13478 CACTUS DR	33.44	33.44		33.44
1003124	07-08-24	DAVID PENA	BOOT REIMBURSEMENT	32.78	32.78		32.78
1003240	07-15-24	JUDITH FABRIS	ACCOUNT REFUND 13088 CUANDO WAY	27.53	27.53		27.53
1003302	07-23-24	MELANIE KURKURKIAN	ACCOUNT REFUND 12807 INAJA ST	27.04	27.04		27.04
1003227	07-15-24	JAIME ROCHA	ACCOUNT REFUND 13560 DEL RAY LN	25.04	25.04		25.04
1003238	07-15-24	JOHN LUDINGTON-GREEN	ACCOUNT REFUND 66910 SAN FELIPE RD	25.01	25.01		25.01
1003299	07-23-24	GABINO BAEZ	ACCOUNT REFUND 65786 6TH ST	25.01	25.01		25.01
1003219	07-15-24	ARTHUR ALT	ACCOUNT REFUND 69265 PARKSIDE DR	24.40	24.40		24.40
1003214	07-15-24	NATIVIDAD REYES	ACCOUNT REFUND 16020 AVE MIROLA	23.61	23.61		23.61
1003209	07-15-24	HAZEL TALAMANTES	ACCOUNT REFUND 62732 N CRESCENT ST	23.60	23.60		23.60
1003212	07-15-24	LINDA A BARNES	ACCOUNT REFUND 64550 PIERSON BLVD #5	23.59	23.59		23.59
1003369	07-31-24	DORI M PETEE	REIMBURSEMENT - REC CENTER ITEMS	21.83	21.83		21.83
1003207	07-15-24	ESTEFANY RAMIREZ	ACCOUNT REFUND 15714 AVE RAMADA	20.41	20.41		20.41
1003290	07-18-24	USA-FACT INC	BACKGROUND CHECK - W. WHITTEN	20.33	20.33		20.33
1003268	07-18-24	JESSUP AUTO PLAZA	POWER STEERING FLUID UNIT 399	20.08	20.08		20.08
1003235	07-15-24	EZEQUIEL DE LA TORRE	ACCOUNT REFUND 13762 STARLIGHT WAY	19.33	19.33		19.33
1003233	07-15-24	VINCENT D'ANNA	ACCOUNT REFUND 9551 CAPILAND RD	19.01	19.01		19.01
1003247	07-15-24	TERESA BARRANCO-SITKO	ACCOUNT REFUND 13949 QUINTA WAY	18.63	18.63		18.63
1003241	07-15-24	KIENYLA GREEN	ACCOUNT REFUND 13710 HACIENDA HEIGHTS DR	18.11	18.11		18.11
1003306	07-23-24	VINCENT SEIDLER	ACCOUNT REFUND 13341 VIA REAL	17.36	17.36		17.36
1003303	07-23-24	MERIDY VOLZ	ACCOUNT REFUND 13144 EL RIO LN	17.15	17.15		17.15
1003221	07-15-24	CATHERINE BROWN	ACCOUNT REFUND 64028 ALPINE ST	16.48	16.48		16.48
1003208	07-15-24	FGH INVESTMENTS, LLC	ACCOUNT REFUND 16051 VIA QUEDO	16.32	16.32		16.32
1003224	07-15-24	GEORGE SAYEGH	ACCOUNT REFUND 69671 EASTSIDE CT	16.32	16.32		16.32
1003216	07-15-24	RICHARD RUTGARD	ACCOUNT REFUND 66680 ACOMA AVE	16.19	16.19		16.19
1003239	07-15-24	JOSIE POWELL	ACCOUNT REFUND 13086 CALLE AMAPOLA	15.08	15.08		15.08

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003225	07-15-24	GINGER POWERS	ACCOUNT REFUND 69480 FAIRWAY DR	14.40	14.40		14.40
1003313	07-23-24	KATRINA HUNT	ACCOUNT REFUND 13850 CALIENTE DR #B	14.10	14.10		14.10
1003323	07-23-24	CHASITY SORIANO	ACCOUNT REFUND 66905 FLORA AVE	13.98	13.98		13.98
1003213	07-15-24	MARILYN PURBAUGH	ACCOUNT REFUND 13310 RAMONA DR	13.63	13.63		13.63
1003226	07-15-24	GREGORY C. RAMOS	ACCOUNT REFUND 16171 AVE ATEZADA	13.63	13.63		13.63
1003193	07-12-24	ESTATE OF RICHARD DIEKAN	ACCOUNT REFUND 66827 BUENA VISTA AVE	13.19	13.19		13.19
1003245	07-15-24	MIYA TAYLOR	ACCOUNT REFUND 65855 5TH ST	12.89	12.89		12.89
1003310	07-23-24	CARLLEN MARTINEZ	ACCOUNT REFUND 62466 N STARCROSS DR	10.56	10.56		10.56
1003223	07-15-24	FINANCIAL FITNESS, LLC	ACCOUNT REFUND 66183 3RD ST	8.63	8.63		8.63
1003217	07-15-24	USHA SODHI	ACCOUNT REFUND 12805 COTTONWOOD RD	7.67	7.67		7.67
1003218	07-15-24	USHA SODHI	ACCOUNT REFUND 12793 COTTONWOOD RD	7.67	7.67		7.67
1003189	07-12-24	AMELIA LUZ HALL	ACCOUNT REFUND 9896 PALM DR	7.54	7.54		7.54
1003220	07-15-24	BRENDA SUE ENGDAHL	ACCOUNT REFUND 16431 VISTA CERRO DR	7.36	7.36		7.36
1003231	07-15-24	RICHARD WILKINS	ACCOUNT REFUND 9691 APAWAMIS RD	7.27	7.27		7.27
1003301	07-23-24	KAVIN/DIANE MCNABB	ACCOUNT REFUND 64657 PINEHURST CIR	5.53	5.53		5.53
1003210	07-15-24	JANET LAMKIN	ACCOUNT REFUND 65565 ACOMA AVE #40	3.19	3.19		3.19
1003248	07-15-24	WOJCIECH FRYZLEWICZ	ACCOUNT REFUND 66900 MISSION LAKES BLVD	2.87	2.87		2.87
1003204	07-15-24	ANTHONY LEE	ACCOUNT REFUND 16839 VIA CORTO W	2.27	2.27		2.27
1003232	07-15-24	SUSANNE MITCHELL	ACCOUNT REFUND 61065 PIERSON BLVD	0.67	0.67		0.67
1003205	07-15-24	DENNIS ST PETER	ACCOUNT REFUND 15300 PALM DR #62	0.47	0.47		0.47
1003206	07-15-24	ESTATE OF DAVID P. DRUMM	ACCOUNT REFUND 54150 KALSMAN DR	0.46	0.46		0.46
1003230	07-15-24	OSCAR AYALA	ACCOUNT REFUND 10614 AURORA PL	0.18	0.18		0.18
PR072624	07-26-24	EMPLOYEE PAYROLL CHECKS		0.00	0.00		0.00
			CURRENT CHECK TOTAL	4,030,970.4	2,561,795.4	1,469,174.9	4,030,970.4
TOTAL				4,030,970.42	2,561,795.47	1,469,174.95	4,030,970.42
307 records							

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETINGS**

MEETING DATE(S): **AUGUST 15 & 19, 2024**

FROM: **ERIC WECK P.E., ENGINEERING MANAGER**

FOR: ACTION _X___ DIRECTION ____ INFORMATION ____

ACCEPTANCE OF THE WATER SUPPLY ASSESSMENT AND WATER SUPPLY VERIFICATION FOR THE VIENTO DEVELOPMENT PROJECT

STAFF RECOMMENDATION

Board acceptance and approval of the Water Supply Assessment and Water Supply Verification for the Viento Development Project located in the City of Desert Hot Springs.

SUMMARY

Senate Bill 610 requires preparation of a Water Supply Assessment (WSA) for development projects that are subject to the California Environmental Quality Act (CEQA) and are defined as a "Project" in the State Water Code 19012. Senate Bill 221 requires preparation of a Water Supply Verification (WSV) for projects that are subject to approval of a development agreement or tentative map that includes a subdivision. The Viento Development Project (Project) is a single-story, e-commerce warehouse and distribution center, with a total of 630,844 square feet of commercial floor area and includes a development agreement; as such, the Project is subject to the requirements of Senate Bills 610 and 221. A combined WSA and WSV was prepared by TKE Engineering, Inc. and approved by Staff for the Project located on 93.89 acres north of 20th Avenue, east of Calle Del Los Romos, south of 19th Avenue, and west of the Nancy Wright Regional Water Reclamation Facility. The approved WSA and WSV will be included in the CEQA documents to be prepared by the developer, with the City of Desert Hot Springs as the lead agency.

ANALYSIS

The proposed Project includes 14.5 acres for general industrial, 36.4 acres for landscaping, 3.9 acres for stormwater management, and 39.1 acres for parking and trailer storage. It is estimated that the Project will generate a water demand of approximately 142.9 acre-feet per year. As shown in the analysis, the total projected water supplies available to MSWD during normal, single dry, and multiple dry water years during a 20-year projection are sufficient to meet the projected water demand associated with the proposed Viento Development Project, in addition to MSWD's existing and planned future uses. MSWD has sufficient water supplies available to serve the proposed Project.

FINANCIAL DATA		
Cost Associated with this action:		$0
Current FY cost:		$0
Future FY cost:		$0
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:		N/A
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	Developer Funded	
BID/Job#	11621	
Current BID/Job balance	$0	
Balance remaining if approved:	$0	

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

No fiscal impact to MSWD. This action is consistent with Strategic Plan Smart Goal 2.1: Ensure excellence in regulatory compliance.

ATTACHMENTS

Viento Development Project Water Supply Assessment and Verification, August 2024

Viento Development Project
Water Supply Assessment and Verification

FINAL REPORT

AUGUST 2024

Prepared For:

Mission Springs Water District
66575 2nd Street
Desert Hot Springs, CA 92240

Prepared By:

TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

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SECTION 1
INTRODUCTION

1.1 Regulatory Requirements

In 2002, California Water Code (CWC) Sections 10910 through 10915 were amended by the enactment of Senate Bill 610 (SB 610) to improve the link between information on water supply availability and certain land use decisions made by cities and counties. SB 610 provides that when a city or county determines that a "project" as defined in CWC Section 10912 is subject to review under the California Environmental Quality Act (CEQA), the city or county must identify the water supply agency that will provide retail water service to the project and request that water supplier to prepare a Water Supply Assessment (WSA).[1] The proposed Viento Development (referred to herein as the "Project" or "Viento") is a development with a total of 630,844 square feet of a single story e-commerce warehouse and distribution center for consumer products on approximately 93.89 acres; and thus qualifies as a "project" under SB 610. Generally, a WSA must evaluate whether the total projected water supplies available to the water supplier during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the water supplier's existing and planned future uses, including agricultural and manufacturing uses.

This WSA has been prepared in accordance with the requirements of SB 610. Accordingly, the information, analyses and conclusions contained herein utilize and rely upon, in part, the information, analyses and conclusions set forth in other water supply planning documents that have been prepared and duly adopted by agencies such as the City of Desert Hot Springs (City), the Mission Springs Water District (MSWD or District), and the California Department of Water Resources (DWR). Those documents include, without limitation, the 2020 Coachella Valley Regional Urban Water Management Plan (RUWMP), the 2020 Mission Creek Subbasin Alternative Plan Update (2020 MC Alternative Plan), the 2018 Coachella Valley Integrated Regional Water Management and Stormwater Resource Plan (2018 IRWM/SWRP), and DWR's 2023 State Water Project Final Delivery Capability Report (DWR 2023 Report).

1.2 Water Supplier

[1] For purposes of CWC Section 10912(a), a "project" includes any of the following: (1) (2) a proposed e-commerce warehouse or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space; (3) a proposed commercial office building employing more than 1,000 persons or having more than 650,000 square feet of floor space; (4) (5) a proposed industrial, manufacturing, or processing plan, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area (provided; however, that until January 1, 2017, a photovoltaic or wind energy generation facility is not a "project" that requires a WSA if the facility would demand no more than 75 acre-feet of water annually);

Mission Springs Water District (MSWD or District) is the public water supplier for the area in which the Project is located. The District was established in 1953 and was formerly known as Desert Hot Springs County Water District. The District's water service area consists of 135 square miles including the City of Desert Hot Springs, a portion of the City of Palm Springs, and 10 smaller communities in Riverside County. The District's water supply source is 100 percent groundwater produced from District-owned and operated wells which provide water service to approximately 43,000 people in their water service area. The District also provides sewer service to approximately 26,000 people in Desert Hot Springs and surrounding communities.

MSWD currently receives 100 percent of its water supply from groundwater produced from subbasins within the Coachella Valley Groundwater Basin, which underlies the District's water service area. MSWD primarily produces groundwater from the Mission Creek Subbasin via six (6) active wells. To a lesser extent, the District also produces groundwater from the Indio Subbasin via two (2) active wells, the Garnet Hill Subbasin via one (1) active well, and the San Gorgonio Pass Subbasin via two (2) active wells.

1.3 Purpose of Document

As mentioned above, this WSA is required under SB 610 if a development has a proposed 630,844 square foot e-commerce warehouse building. Moreover, in accordance with SB 610 and applicable provisions of CEQA, the WSA will be included as part of the CEQA documentation being prepared for the Project. In the following sections, this WSA will evaluate whether the total projected water supplies available to the District during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the Viento Development, in addition to the District's existing and planned future uses, including agricultural and manufacturing uses. Notably, the water demands associated with the Viento Development have not been specifically accounted for but are a part of the projected growth analyzed by District in its recent 2020 Coachella Valley RUWMP.

1.3.1 Water Supply Verification

SB 221 was enacted in January 2002 and amends Section 11010 of the Business and Professional Code, and Sections 66455.3, 66473.7 and 65867.6 of the Government Code. SB 221 establishes the relationship between the WSA prepared for a residential project and its approval under the Subdivision Map Act. Pursuant to California Government Code Section 66473.7, the District, the public water supplier for the Project, a majority of which is proposed as residential, must provide a written verification of sufficient water supply prior to the approval of a new subdivision.

A WSV is required prior to the approval of a tentative subdivision map, or a parcel map for which a tentative map was not required, or a proposed industrial, manufacturing, or processing plant, or industrial park occupying more than 40 acres of land, having more than 650,000 square feet of floor area. The purpose of the WSV is to provide the city or county or redevelopment agency with written verification from the public water purveyor that a sufficient water supply is available, or will be available, prior to completion of the project. The Project includes a proposal for more than 630,844 square feet of industrial use, thus requiring a WSV as defined by the Government Code, once a tentative map, parcel map, or subdivision map is established.

1.3.2 Validity of the Document

This WSA/WSV must be reviewed every 5-years, or in the event that water planning assumptions have changed, or until the Project begins construction. The Project applicant shall notify MSWD in any of the above scenarios. Subsequent review will ensure that the information included in the WSA/WSV remains accurate and no significant changes to either the Project or MSWD's water supply have occurred. If neither the Project applicant nor the lead agency (City of Desert Hot Springs) contacts MSWD within 5-years of approval of this WSA/WSV, it will be assumed that the Project no longer exists, and the WSA/WSV provided by this document will become invalid.

1.4 Existing Water Management Plans

In accordance with Water Code Section 19010(c)(1), the District has reviewed whether the projected water demand associated with the Project was included as part of the District's most recently adopted 2020 Coachella Valley Regional Urban Water Management Plan (RUWMP). The 2020 RUWMP did not specifically reflect the demands associated with the Viento Development. However, the demands associated with the Project have been accounted for as part of the 2020 Coachella Valley RUWMP, which specifically include population projections (and associated

growth) within MSWD's service areas through the year 2045 in accordance with the Southern California Association of Government (SCAG).[2] In addition, the demands associated with the Project have also been accounted for in MSWD's, DWA's, and CVWD's regional water supply planning efforts, which specifically include population projections within MSWD's and CVWD's service areas in the Mission Creek and Garnet Hill subbasins through the year 2045 in accordance with the SCAG regional growth forecast contained in the 2020 Regional Transportation Plan and Sustainable Communities Strategy.[3] Therefore, and as set forth herein, the projected water demands of Viento Development have already been considered in preparing and adopting both the 2020 Coachella Valley RUWMP and the 2020 MC Alternative Plan. These documents are described in more detail in the following sections.

1.4.1 2020 Coachella Valley Regional Urban Water Management Plan

As indicated above, the District has participated in the 2020 Coachella Valley RUWMP. Water Code Section 10910(c)(2) provides that if demand associated with a proposed project is accounted for in the most recently adopted RUWMP, the water supplier may incorporate information from the RUWMP in preparing certain elements of a WSA for the project.

Water conservation efforts are allowing water agencies to plan for growth in new and improved ways, where State law now requires water agencies to do more with less. SBx7-7 (sometimes referred to as the new "20 percent by 2020" law) is one of four policy bills enacted as part of the November 2009 Comprehensive Water Package (see California Water Code section 10608 et seq.). Among other things, SBx7-7 established the goal of achieving a 20 percent reduction in statewide urban per capita water use by the year 2020, and the interim goal of achieving a 10 percent reduction by 2015. In an effort to achieve those goals, SBx7-7 requires each urban retail water supplier to determine technical information, such as existing baseline water consumption, to establish future water use reduction targets (in gallons per capita per day (gpcd)), and to report that and other information in their UWMPs. SBx7-7 also requires each urban wholesale water supplier to include in its UWMP, an assessment of its present and proposed future measures, programs, and policies to help achieve the water use reductions required by SBx7-7.

The two primary calculations required by SBx7-7 are (1) the Base Daily Per Capita Water Use Calculation (average gpcd used in past years), and (2) Compliance Water Use Targets (targets for gpcd in 2015 and 2020). The Base Daily Per Capita Water Use Calculation is based on gross water use by an agency in each year and can be

[2] See 2020 Coachella Valley RUWMP, pp. 8-6
[3] See 2020 Mission Creek Subbasin Alternative Plan Update, Section 2.3

based on a 10-year average ending no earlier than 2004 and no later than 2010, or a 15 year average if 10 percent of 2008 demand was met by recycled water. The District does not currently produce or receive recycled water supply, and therefore, a 10 year baseline period is used as opposed to a 15 year baseline period. As indicated above, an urban retail water supplier must then set a 2020 water use target and a 2015 interim water use target in terms of gpcd. SBx7-7 establishes four alternative methods for water agencies to use in calculating their Compliance Water Use Targets, as follows: (1) 80 percent of Base Daily Per Capita Use; (2) adherence to specified performance standards; (3) 95 percent of the applicable state hydrologic region target as set forth in the State's 20x2020 Water Conservation Plan; or (4) the provisional target method and procedures developed by DWR pursuant to SBx7-7.

In accordance with SBx7-7, the District will strictly manage its per capita water use throughout the year 2020 and beyond. As set forth in Section 8.5 of the RUWMP, the District's actual baseline daily per capita water use was calculated as 189 gpcd. The 2020 target was established at 234.9 gpcd, which confirm that the District achieved its targeted reduction by the year 2020.

There are several water supply planning ideas, future projects and management activities detailed in the 2020 Coachella Valley RUWMP that will help maintain the 20 percent reduction in per capita water consumption under SBx7-7; see Section 8.9. For example, the District has begun construction of the Regional Water Reclamation Facility (RWRF), that will include tertiary treatment facilities in the future. The RWRF is scheduled to be in operation in late 2023. It is estimated that the future first phase of tertiary treatment will accommodate a recycled water demand of 1.0 mgd (1,210 AFY). The District plans to expand the recycled water system demand to 5,000 AFY by 2045 by expanding the plant. In order to help put the recycled water system into practice, the District prepared a Recycled Water Program Development Feasibility Study in March 2018 in which treatment and distribution alternatives and recycled water demands were identified. The study determined that the recycled water infrastructure could feasibly be implemented to supply existing and future irrigation demands and offset a portion of potable water demands. Recycled water can also be used for groundwater aquifer replenishment.

The District universally acknowledges and embraces the importance of water issues, and as such is managing several cost-effective demand management measures (DMMs). These DMMs include technologies and methodologies that have been sufficiently documented in multiple demonstration projects and result in more efficient water use and conservation (e.g., water use surveys/audits, rebates or giveaways of plumbing fixtures, rebate programs that include turf conversion, smart timer rebates and high efficiency toilet rebates, leak detection and monitoring

program, rebates for landscape irrigation efficiency, and public information and school education programs).

The District has adopted a landscape irrigation policy as part of the District's "Landscape Guidelines". The guidelines establish effective water efficient landscape requirements for newly installed and rehabilitated landscapes, as well as promote water conservation through climate appropriate plant material and efficient irrigation practices. In addition, the guidelines also require an irrigation design plan, which includes the installation of separate landscape water meters for all projects except for single-family homes or any project with a landscaped area of less than 2,500 square feet. Automatic control systems are required for each system and mechanical irrigation controllers are prohibited.

Furthermore, the District understands the need to investigate future water projects to meet demands associated with projected growth. As indicated above and as further discussed in this analysis, the District is evaluating and will continue to evaluate various source substitution projects to reduce overall demands on native groundwater.

1.4.2 2020 Mission Creek Subbasin Alternative Plan Update

The Coachella Valley Water District (CVWD), the Desert Water Agency (DWA), and the Mission Springs Water District (MSWD) (collectively the Agencies) form the Management Committee within the Mission Creek Subbasin (MCSB) and Garnet Hill Subarea (GHSA) of the Indio Subbasin (ISB) in the northern part of the Coachella Valley Groundwater Basin. The MCSB and GHSA are important to the local communities as groundwater resource areas, and the Agencies are committed to reliably meeting local demands and protecting water quality in a sustainable and cost-effective manner. The 2020 MC Alternative Plan Update was prepared to meet specific requirements of the Sustainable Groundwater Management Act (SGMA) as it applies to the MCSB. CVWD and DWA are the Groundwater Sustainability Agencies for the MCSB under SGMA. The 2020 MC Alternative Plan Update is also intended to support water management planning for both the MCSB and the GHSA. SGMA requirements for the GHSA, however, are addressed in the Water Management Plan Update for the Indio Subbasin.

The foundation for this Alternative Plan Update is the 2013 Mission Creek/Garnet Hill Water Management Plan (MWH, 2013 [2013 MC/GH WMP]) and Bridge Document (Stantec, 2016 [2016 Bridge Document]). Together, those documents met the requirements to be considered an alternative to a groundwater sustainability plan (GSP) (Alternative Plan) under the SGMA. In 2019, the California Department of Water Resources (CDWR) approved the Alternative Plan, finding it functionally

equivalent to a GSP. The MCSB is distinctive in that only nine subbasins throughout the State have an approved Alternative Plan.

The Agencies have prepared this Alternative Plan Update to:

- Ensure that the most current projections for population growth, land use, imported water supply, and other future conditions are incorporated into water management planning for the region.
- Update the groundwater model for the Planning Area for use as a tool in evaluating potential groundwater management actions.
- Review historical information along with current and projected future environmental and demographic conditions to define undesirable results and develop objectives and thresholds to maintain groundwater sustainability.
- Provide an analysis of future projected groundwater demand-based population growth and other factors and estimate future projected supplies for groundwater replenishment to use in forecasting future groundwater production and supplies.
- Develop scenarios for forecasting groundwater levels based on future demands and supplies assuming future hydrologic conditions are similar to historical long-term average conditions and assuming future hydrologic conditions are drier than the long-term historical average (climate change assumptions) and compare these forecasted water level conditions to groundwater sustainability criteria.
- Address specific actions recommended in the CDWR's 2019 SGMA Alternative Assessment Staff Report and Statement of Findings.[4]

Groundwater levels in the MCSB began to decline prior to the 1970s with increasing groundwater production. In the 1990s, the Agencies recognized that continued lowering of groundwater levels in the MCSB was not sustainable and, if continued, could have undesirable results ranging from increased energy costs for groundwater pumping to the need to deepen existing private and public wells. As a result, DWA and CVWD developed and implemented plans to recharge imported water into the MCSB. Groundwater levels in the MCSB began to increase after an imported water recharge program began in 2002 at the MC Groundwater Recharge Facility.[5]

The Alternative Plan Update incorporated SGMA Sustainable Management Criteria to guide water resources management in the main MCSB. Sustainable Management Criteria for the MCSB were developed based on available information developed for the Hydrogeologic Conceptual Model, the characterization of groundwater conditions,

[4] 2020 MC Alternative Plan, pp. ES-1 to ES-2
[5] 2020 MC Alternative Plan, p. ES-9

the groundwater balance, discussion with the Agencies, and feedback solicited from the public. Four Sustainability Indicators relevant to the MCSB based on historical or current conditions include: chronic lowering of groundwater levels, reduction of groundwater storage, degraded water quality, and land subsidence.[6]

Each of the Sustainability Indicators are evaluated based on its relevancy to the MCSB, significant and unreasonable conditions for the Sustainability Indicator, Minimum Thresholds developed for the Sustainability Indicator, Measurable Objectives established for the Sustainability Indicator, and the definition of Undesirable Results for the Sustainability Indicator. For example, for the chronic lowering of groundwater levels, the Minimum Threshold was set to one standard deviation of water levels in the wells between 2002 and 2019 below the known or estimated 2009 water level of the wells. This will be measured through nine Key Wells spatially distributed throughout the main MCSB with the Measurable Objective set to 2009 groundwater elevations. Undesirable results within MCSB are expected to occur if four Key Wells (~45%) each exceed their Minimum Threshold for 3 consecutive years.[7]

The 2020 MC Alternative Plan Update provides a review of the current groundwater conditions in the MCSB and confirms that the Agencies are already managing the subbasin in a sustainable manner. Based on predicted future water demands, the Alternative Plan Update identified that additional groundwater production will be needed through the planning period of 2045. The Agencies have identified options for obtaining additional imported water supplies and increasing water supply reliability through the planning period. The additional imported water supplies will address potential future conditions that are outside of the Agencies' control, including climate change and regulatory changes.

To evaluate future conditions, the groundwater model for the MCSB was updated and used to evaluate a range of water management and hydrologic scenarios. The results of these forecast scenarios were compared with the Sustainable Management Criteria for water levels. The water management forecast modeling shows that the Agencies can maintain sustainable groundwater levels in the MCSB under assumed drier climate change conditions through the planning period by continuing the ongoing Projects and Management Actions and implementing the planned Near-Term and Future Projects. In fact, the Near-Term Projects are the only projects required to maintain sustainability, but Future Projects may address additional demands past 2045. Because groundwater levels in the MCSB also drive sustainability criteria for

[6] 2020 MC Alternative Plan, p. ES-13
[7] 2020 MC Alternative Plan, Table ES-1, p. ES-14

change in groundwater storage and subsidence, these two Sustainability Indicators also indicate sustainability through the planning period and model forecast period.

Groundwater quality will be evaluated on an ongoing basis. The Agencies continue to support the efforts to update the Coachella Valley Salt and Nutrient Management Plan (CV-SNMP) by implementing the CV-SNMP Development Workplan which includes development of recommended numeric objectives for TDS concentration in groundwater that are both protective of beneficial uses while also providing maximum benefit of groundwater. The Alternative Plan Update also demonstrates that there is no substantial increase in inflow of elevated TDS groundwater from the Desert Hot Springs Subbasin (DHSSB) into the MCSB across the Mission Creek Fault due to lower groundwater levels in the MCSB.

As the Agencies continue to follow an adaptive management approach, MCSB conditions will be evaluated using the monitoring data and the sustainability objectives and thresholds, Sustainable Management Criteria, and through development and submittal of SGMA Annual Reports and 5-Year Updates to the Alternative Plan. Together, these actions will support water management to meet projected demands and maintain groundwater sustainability.[8]

[8] 2020 MC Alternative Plan, pp. ES-22 and ES-23

SECTION 2
VIENTO DEVELOPMENT

2.1 Project Description

The proposed Viento Development will serve as a hub for a sole tenant, primarily focused on storing and/or consolidating goods before their distribution to customers or other support facilities. The project entails a single-story e-commerce warehouse and distribution center covering approximately 581,400 square feet of warehouse space, along with 44,574 square feet designated for office use, and an additional 20,021-square-foot mezzanine. Spanning an estimated 630,844 square feet in footprint, the building is proposed to reach a maximum height of 45 feet. Moreover, the project plans to incorporate approximately 1,587,480 square feet of landscaping, featuring a mix of deciduous and broadleaf evergreen trees to complement the community's landscape standards and provide an inviting environment reflective of the area's character. The proposed **Figure 2-1** shows the general project location within MSWD's service area and sphere of influence.

2.2 Project Land Use Summary

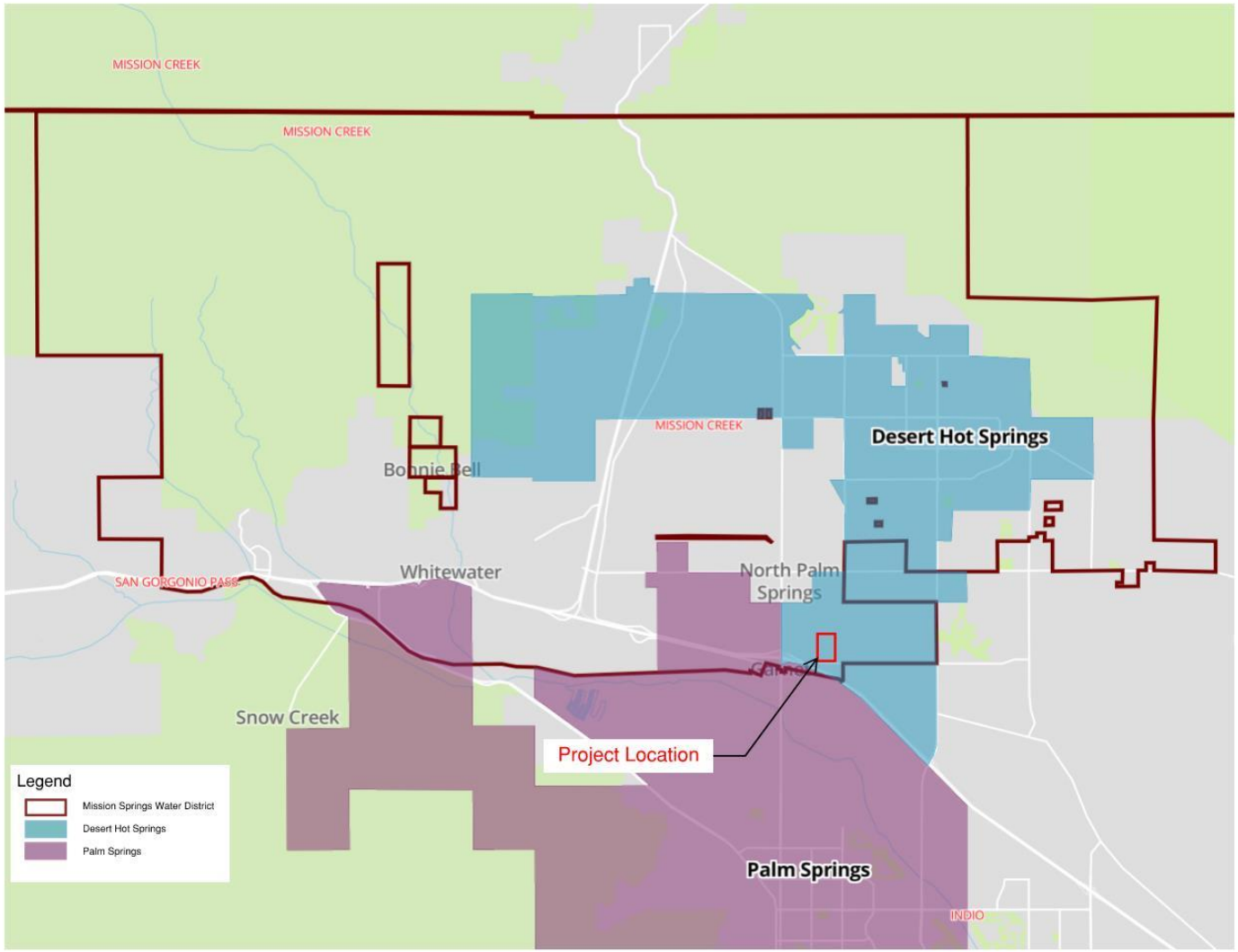
The project site is within the City of Desert Hot Springs, currently vacant and relatively undisturbed, with vegetation of creosote bush and desert scrub brush, and a soil type that consists mainly of deep coarse sands. The current Zoning designation for the site is Light Industrial (I-L) to the north, Open Space- Conservation (OS-C) to the east, Business Park (C-BP) and Highway Commercial (C-H) to the south; and the General Plan Designation is Industrial (I). The proposed use of the property is consistent with the General Plan, Zoning Ordinance, and permitted land uses in the zone. Based on the County of Riverside's 2019 General Plan Land Use Designations, **Table 2-1** details the proposed land use designations for Viento Development.

Table 2-1
Proposed Viento Development Land Use Designation

Facilities	Land Use Designation	Area (square feet)	Area (acres)
Warehouse	Industrial (I)	630,844	14.48
Landscaping	-	1,587,480	36.44
Stormwater Basin	Conservation (C)	170,035	3.90
Parking/ Trailer Storage	-	1,701,661	49.07
	Total	**4,090,020**	**93.89**

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Figure 2-1
General Project Location



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2.3 Project Water Demand

As described, the Viento Development Project features a unified water demand facility. Water demand has been segmented and calculated into three categories: industrial, conservation and landscaping areas. The industrial area encompasses an e-commerce warehouse with on-site parking spaces. The conservation area includes two stormwater basins, which will be constructed on the southern portion of the project site.

Additionally, landscape consumption factors were developed using MSWD's Water Efficient Landscaping Guidelines. The guidelines set forth the Maximum Annual Applied Water Allowance (MAAWA) for landscaping. Using a combination of the total landscaped area, reference evapotranspiration in the area, and an evapotranspiration adjustment factor, the landscape consumption was determined. The following **Table 2-2** summarizes the industrial area water demands and **Table 2-3** summarizes the landscape water demands for the Viento Development, using the methods described above.

Table 2-2
Viento Development Water Demands

Facilities	Land Use Designation	Units or Area		Demand Factor	Water Demand	
		Units or Square Feet	Acres	gal/day per du or Acre	gpd	AFY
Industrial	(I)	630,844	14.48	2.71	31,031.72	34.76
Stormwater Basin	(C)	170,035	3.90	--	--	--
Parking/ Trailer Storage		1,701,661	39.06	--	--	--
Total		**2,502,540**	**57.45**	**2.71**	**31,031.72**	**34.76**

Table 2-3
Viento Development Landscape Water Demands

Facility	Area (acres)	Eto (in/yr)	ET Adjustment Factor	Landscaped Area (sq ft)	Conversion Factor (to gallons per sq ft)	MAAWA (gal/yr)	MAAWA (AFY)
Landscape	36.44	71.6	0.5	1,587,326	0.62	37,249,789	**108.14**

The Viento Development has an expected total water demand of approximately 142.9 AFY. In 2009 the Senate Bill x7-7 was enacted requiring all water suppliers to increase water use efficiency. MSWD has developed consumption factors based on the 2020 Coachella Valley RUWMP, after the enactment of SBx7-7. The demands included herein are consistent with MSWD and other Coachella Valley consumption factors that reflect the statewide goal to achieve and maintain a 20 percent reduction of per capita water use by the year 2020.

2.4 Water Conservation Measures

New developments are required to follow and implement the water conservation measures and efficient water use goals outlined in several of MSWD and County of Riverside planning documents.

In 2007, the County of Riverside adopted Ordinance 859.2, The Water Efficient Landscape Requirements. This Ordinance is an effort to implement, manage and maintain water efficient landscapes without a decline in landscape quality or quantity to all new and rehabilitated landscapes associated with residential uses. Furthermore, this Ordinance was adopted to implement the requirements of the California Water Conservation in Landscaping Act 2006 and the California Code of Regulations Title 23, Division 2, Chapter 2.7. The project is required to follow both County and local water conservation and planting measures. In addition, the following are some of the requirements applicable to the Viento Development:

- All planting areas shall receive three inches (3”) of shredded bark mulch and one and a half inches (1-1/2”) on ground cover from flats.
- Turf areas shall be used in response to functional needs and in compliance with the water budget.
- Where available, recycled water shall be used as the source for irrigation and decorative water features.
- Stabilizing mulching products shall be used on slopes. Irrigation systems shall be designed, maintained and managed to meet or exceed an average irrigation efficiency of 0.71.

- All irrigation systems shall be designed to prevent runoff, overspray, low head drainage and other similar conditions where water flows off-site on to adjacent property, non-irrigated areas, walk, roadways, or structures.
- All irrigation systems shall be equipped with a small irrigation controller, a rain sensing device, anti-drain check valves, a manual shut off valve, a pressure regulator, backflow prevention device, and riser protection components.
- Water systems for common open space areas shall use non-potable water, if approved facilities are made available by the water purveyor.

According to the Viento Development Project Specific Plan, the planning for the Project emphasizes sustainability, community, and conservation. The Project will implement the following water conservation and planting related measures:

- The inclusion of drought tolerant plant materials and stormwater basin designs facilitating groundwater recharge to promote water conservation;
- The incorporation of edible landscaping which reduces reliance on edibles produced elsewhere thus also reducing vehicle trips and associated air emissions;
- Establish design guidelines, development regulations, land use standards and procedures to control future project improvements;
- Proposed inlet structures that will be located throughout the site in order to capture surface runoff.

SECTION 3
WATER DEMANDS

3.1 General Water System Information

3.1.1 Service Area Description

The District, established in 1953, consists of approximately 135 square miles, including the City of Desert Hot Springs, a portion of the City of Palm Springs, and 10 smaller communities in Riverside County. The District provides water service to approximately 43,000 people and sewer service to approximately 26,000 people in their service area. MSWD offices are located in Desert Hot Springs, California.[9]

The District has three different water supply and distributions systems, the Desert Hot Springs System, the Palm Springs Crest System, and the West Palm Springs Village System. The Desert Hot Springs System is the largest of the three and is where the proposed Viento Development is located within. The Palm Springs Crest System and the West Palm Springs Village Systems are located approximately five miles west of the Desert Hot Springs system and abutting the Morongo Indian Hill Reservation.[10]

MSWD currently receives 100 percent of its water supply from groundwater wells supplied by the several subbasins within the Coachella Valley Groundwater Basin. The District mainly produces water from the Mission Creek Subbasin (MCSB) and the Garnet Hill Subarea (GHSA) of the Indio Subbasin (ISB).

3.1.2 Facilities

The District, inclusive of all three distribution systems, has approximately 300 miles of pipelines of distribution pipeline ranging in sizes.

As previously mentioned, 100 percent of the water produced is supplied by the Coachella Valley Groundwater Basin. The Desert Hot Springs System has eleven active wells, Well Nos. 24, 25, 25A, 26, 26A, 27, 29, 31, 32, 33 and 37 and two inactive wells, Well Nos. 28 and 30. The eleven active wells and the six inactive wells produce water from the MCSB, GHSA, ISB, and San Gorgonio Pass Subbasin (SGPSB). The 11 active wells have a production capacity of 14,645 gpm. Currently, Well Nos. 22 and 34 are offline, but plans to return them to service in the upcoming fiscal year have been approved. Well 35 and 42 are in the process of being completed.

[9] 2020 Coachella Valley RUWMP, p. 8-3.
[10] 2020 Coachella Valley RUWMP, p. 8-3.

3.1.3 Climate

The District's climate is a desert climate with a large range of high and low temperatures. The area has low rainfall and humidity and has an average of 3.8 inches of rainfall per year. The average high month temperature is 106 degrees Fahrenheit occurring in July and August and the average low month temperature of 39 degrees Fahrenheit occurring in December. **Table 3-1** shows the historic average monthly evapotranspiration (Eto), rainfall and temperatures for the District.

Table 3-1
Historical District Climate Characteristics

Month	Standard Average Eto (inches)	Average Rainfall (inches)	Daily Max Temperature (degrees F)	Daily Min Temperature (degrees F)
January	2.7	1.1	72	42
February	3.6	1.3	75	45
March	6.0	0.7	82	52
April	7.7	0.2	87	58
May	9.2	0.1	93	63
June	9.8	0.1	103	70
July	9.7	0.2	108	79
August	9.1	0.3	108	79
September	7.2	0.2	102	74
October	5.2	0.3	90	59
November	3.3	0.4	80	49
December	2.3	0.9	65	41
Annual (Total or Average):	**75.8**	**5.8**	**89**	**59**

3.1.4 Service Area Population

The majority of the District's service area population resides in the City of Desert Hot Springs. The City of Desert Hot Springs makes up approximately 17 percent of the District's water service area, 23 square miles. Population current and future estimates were gathered from the 2020 Coachella Valley RUWMP. The 2020 Coachella Valley RUWMP utilized the DWR Population Tool to estimate the 2020 population based on water service connections. A 2020 District water service area population of 38,962 was estimated. With an estimated City of Desert Hot Springs population of 32,510, the City makes up approximately 83.4 percent of MSWD's total water service area population. However, the 2025 population estimate is 49,081.

Future population growth was developed using the regional growth forecast prepared by the Southern California Association of Governments (SCAG). **Table 3-2** shows the current (2020) and projected water service area population for the City of Desert Hot Springs and population outside the City.

Table 3-2
Current and Projected Population

Service Area Population	2020	2025	2030	2035	2040	2045	Increase
MSWD	43,517	49,081	54,414	59,747	66,064	72,380	166.3%

3.2 Water Demands

3.2.1 District Past and Current Water Use

The District experienced steady service area population growth since 2005. As a result, the District as also had a steady growth in metered connections. As previously mentioned, the District's service area population will continue to increase over time and it is expected that the number of metered accounts will also increase. It should be noted that water deliveries and the number of metered accounts does not directly reflect the District's service area population. The main factor in the growth of water deliveries and in the number of metered accounts are the types of developments that were built and will be built. **Table 3-3** details the historical water service connections by customer sector.

Table 3-3
Historical Water Service Connections

Customer Sector	2016	2017	2018	2019	2020
Single Family	3,803	3,977	4,071	3,430	4,496
Multi Family	1,148	1,189	1,148	959	1,248
Commercial	334	323	379	341	435
Industrial	150	237	192	163	282
Institutional/Governmental	197	205	161	125	170
Landscape	871	982	999	795	933
Other (i.e., Non-Revenue water, which includes losses)	720	899	925	1,879	705
Total:	**7,223**	**7,812**	**7,875**	**7,692**	**8,269**

3.2.2 District Water Demand Projections

MSWD currently does not have any recycled water use within its service area. However, according to the 2020 Coachella Valley RUWMP, there are plans to use recycled water for the irrigation of golf courses, parks, medians and greenbelts, and groundwater aquifer recharge in the future. In addition, the District is constructing the Regional Water Reclamation Facility and plans to have the plant running in late 2023. The proposed treatment plant has been designed to accommodate tertiary treatment in a subsequent phase. It is estimated that the future initial recycled water demand will be 1.0 mgd (1,210 AFY).

The demand for potable water is expected to increase as service area population increase within time. **Table 3-4** and **Table 3-5** list the projected demands for potable, recycled and total water demands for the future years. Both recycled and potable projected demands were obtained from the 2020 Coachella Valley RUWMP.

Table 3-4
Projected Demands for Potable Water

Use Type	2025	2030	2035	2040	2045
Single Family	4,743	5,143	5,543	6,066	6,588
Multi Family	1,316	1,427	1,538	1,683	1,828
Commercial	459	498	537	587	638
Industrial	298	323	348	381	413
Institutional/Governmental	179	194	209	229	249
Landscape	984	1,067	1,150	1,258	1,366
Other (i.e., Non-Revenue water, which includes losses)	1,1017	1,102	1,188	1,300	1,412
Total:	**8,996**	**9,754**	**10,513**	**11,504**	**12,494**

Table 3-5
Total Water Demands

Type	2020	2025	2030	2035	2040	2045
Potable Water Demand	8,269	8,996	9,754	10,513	11,504	12,495
Recycled Water Demand	0	0	1,210	2,200	3,600	5,000
Total:	**8,269**	**8,996**	**10,874**	**12,713**	**15,104**	**17,495**

Of note, total per-capita water use is estimated to decrease from 189 gpcd in 2020 to 154 gpcd in 2045 due to on-going conservation efforts.

3.3 Water Use Reduction Plan

The District has made the State-mandated DMMs a key element in the overall water resource management strategy. The District is dedicated to implementing water conservation measures as demonstrated in adopting a Water Conservation Master Plan in 2004 (2004 WCMP). A series of sensible water conservation activities that complement the unique water resource characteristics of the District's service area are outlines in the 2004 WCMP. The Plan represents a qualitative effort at identifying and screening potential conservation initiatives appropriate for implementation in the District's service area. The data will assist the District in determining which initiatives should be continued to meet long-term conservation objectives.[11]

As part of the 2004 WCMP, the District identified factors affecting water conservation within the District. Significant factors are impacting water use within the District and include the following:

- Limited availability of water as a resource in Coachella Valley;
- the District's 100 percent dependency on groundwater as a water source;
- lack of other potable water sources and limited emergency interconnections;
- assessments to DWA for future imported water supply; lack of sufficient reservoir storage for water shortages and emergencies;
- continued new residential development in the City of Desert Hot Springs;
- risk of future degradation of groundwater supplies from septic systems, and commercial and industrial development; and
- the need to implement costly new sources of water (reclamation/ conjunctive use, etc.).[12]

The water conservation principles identified in the District's Water Conservation Master Plan were outlined and include detailed tasks. Overall, the District aims to employ the following principles:

- Clarify and summarize the District's conservation programs, reflecting conservation commitments made through the UWMP and other programs.
- Ensure that the conservation measures adopted by the District treat all customers fairly and equitably.
- Do not create undue pressure on revenue stability resulting in water costs exceeding local socio-economic conditions.
- Identify and establish measurable conservation targets to be accomplished by the District within a reasonable period of time.

[11] 2020 Coachella Valley RUWMP, p. 8-28.
[12] 2020 Coachella Valley RUWMP, p. 8-28.

- Develop sensible approaches for practical, cost-effective and efficient conservation programs which anticipate and serve the long-term needs of District customers.
- Facilitate the District's ability to provide a dependable, reliable supply of water.[13]

The District also developed a conceptual framework for the proposed conservation planning process throughout the service area. Four phases are envisioned as part of the process, including the formulation of conservation principles, program refinement, program implementation and program evaluation. The Plan's Conservation Action Plan seeks to implement the conceptual framework in a "dual approach," whereby regulatory and management practices are jointly utilized. In the Conservation Action Plan, the process for establishing measurable conservation targets is discussed. Three distinct components for the process are identified as the following:

- establishment of measurable targets,
- identifying worthwhile conservation measures, and
- evaluating the effects of conservation activities and attainment of goals[14]

For additional information on the District's implementation of the demand management and water conservation measures, see the 2020 Coachella Valley RUWMP, Chapter 8, Sub-Chapter 9.

[13] 2020 Coachella Valley RUWMP, p. 8-28.
[14] 2020 Coachella Valley RUWMP, pp. 8-28 to 8-29.

SECTION 4
WATER SUPPLY ASSESSMENT

4.1 General

The Coachella Valley relies on a combination of local groundwater, Colorado River (CR) water, State Water Project (SWP) water, surface water, and recycled water to meet demand. MSWD produces all of its water supplies from the Upper Coachella Valley Groundwater Basin; more specifically, the Mission Creek, Indio (including the Garnet Hill Subarea), and, and San Gorgonio Pass Subbasins. According to the 2020 Coachella Valley RUWMP, CVWD and DWA are remediating the overdraft condition of the groundwater basin by artificial replenishment with imported Colorado River and State Water Project (SWP) Exchange Water in the Mission Creek Subbasin (MCSB) and Indio Subbasin (ISB).

The following section identifies and describes the water supply sources that will serve the Viento Development Project. Additionally, in accordance with State Water Code Section 10910(d), this section will identify existing water supply amounts, water rights, or water service contracts relevant to the identified water supply for the proposed Project. As previously described, the 2020 Coachella Valley RUWMP and the 2020 MC Alternative Plan apply to the Viento Development Project. According to the 2020 Coachella Valley RUWMP, the groundwater supply is reliable for a five-year dry period as the volume in storage can be drawn down during a dry period.[15]

4.2 Identification of Water Sources

4.2.1 Primary Water Sources

As described above, MSWD currently receives 100 percent of its municipal water supply from groundwater produced from subbasins within the Coachella Valley Groundwater Basin, which underlies the District's water service area. The Coachella Valley Groundwater Basin is not adjudicated. As such, there are no legal agreements that limit MSWD from producing groundwater from any of the subbasins. However, both the MCSB and ISB have been designated as "medium-priority" based on the State of California Department of Water Resources (CDWR), and are therefore subject to the requirements of the Sustainable Groundwater Management Act (SGMA).[16] As indicated herein, substantial regional efforts are ongoing, led by CVWD and DWA, supported by MSWD, to manage and recharge the MCSB and ISB with imported water and other supplies to ensure adequate water supplies are sustained and protected in

[15] 2020 Coachella Valley RUWMP, pp. 8-25
[16] 2020 MC Alternative Plan, pp. 1-1

the future. Those efforts are made possible in large part because CVWD and DWA are Metropolitan Water District of Southern California (MWD) State Water Project (SWP) contractors. Therefore, the Viento Development will rely on groundwater as its primary water supply source, more specifically the MCSB.

4.2.2 Additional Water Sources

While groundwater from the MCSB will be the primary source of water for the project, additional water sources related to the project include the Garnet Hill Subarea (GHSA) of the ISB, surface water that naturally replenished the groundwater basin, return flows from applied water that returns to the water cycle as recharge to groundwater after it has been used for its intended purpose (i.e., municipal, agricultural, industrial, and golf course), and imported water to recharge groundwater supplies.

4.3 Analysis of Water Supply

4.3.1 Groundwater

As described above, MSWD currently receives 100 percent of its water supply from groundwater produced from subbasins within the Coachella Valley Groundwater Basin, which underlies the District's water service area. MSWD primarily produces groundwater from the MCSB through six (6) active groundwater wells. In addition, MSWD also produces groundwater from the ISB via two (2) active wells, the GHSA of the ISB through one (1) active well, and the San Gorgonio Pass Subbasin (SGPSB) through two (2) active wells.

The Coachella Valley Groundwater Basin is bounded on the north and east by non-water bearing crystalline rocks of the San Bernardino and Little San Bernardino Mountains and on the south and west by the crystalline rocks of the Santa Rosa and San Jacinto Mountains. At the west end of the San Gorgonio Pass, between Beaumont and Banning, the basin boundary is defined by a surface drainage divide separating the Coachella Valley Groundwater Basin from the Beaumont Groundwater Basin of the Upper Santa Ana drainage area.[17]

While groundwater flows throughout the groundwater basin, several features (i.e. fault lines, constrictions in the basin profile, and changed soil conditions) limit and control its movement. As such, several subareas and subbasins have been identified and defined by CDWR in 1964 and the United States Geological Survey (USGS) in 1971.[18]

[17] 2020 Coachella Valley RUWMP, p. 3-1
[18] 2020 Coachella Valley RUWMP, p. 3-2

The Coachella Valley subbasins are the: Mission Creek, Desert Hot Springs, San Gorgonio Pass, and Indio (including the GHSA) subbasins. The ISB is sometimes referred to as the Whitewater subbasin. The subbasins all have varying water quality and quantity, and serve as groundwater storage reservoirs. Municipal and Private wells are used to produce water from the natural reservoirs. MSWD's water service area and underlying subbasins are shown on **Figure 4-1**. MSWD produces groundwater from the MCSB, GHSA of the ISB, ISB, and SGPSB; described in greater detail in the following sections.

Of note, the Coachella Valley Groundwater Basin is not adjudicated and there are no legal agreements that limit MSWD from producing groundwater from any of the subbasins. CVWD and DWA continually recharge the MCSB and ISB with imported water and other supplies. Both agencies are SWP contractors.

Starting in 1973, the ISB has been replenished using SWP Exchange Water for groundwater recharge. CVWD and DWA have an agreement with MWD to exchange (on an acre-foot-for-acre-foot basis) a percentage of their SWP Table A water rights for an equal amount of MWD's Colorado River water for the purpose of recharging the Coachella Valley Groundwater Basin. A replenishment program using SWP Exchange Water was also established for the MCSB with recharge commencing in 2003.[19]

4.3.1.1 Mission Creek Subbasin

MSWD primarily produces groundwater from the MCSB through eight (8) active groundwater wells. The MCSB is located in the Upper Coachella Valley in the north central portion of Riverside County, California. The Mission Creek Fault and the Banning Fault bound the northeastern and southern edges of the subbasin, respectively, and are the major groundwater controls. Both act to limit groundwater movement as these faults have folded sedimentary deposits, displaced water-bearing deposits, and caused once permeable sediments to become impermeable (DWR, 1964).[20]

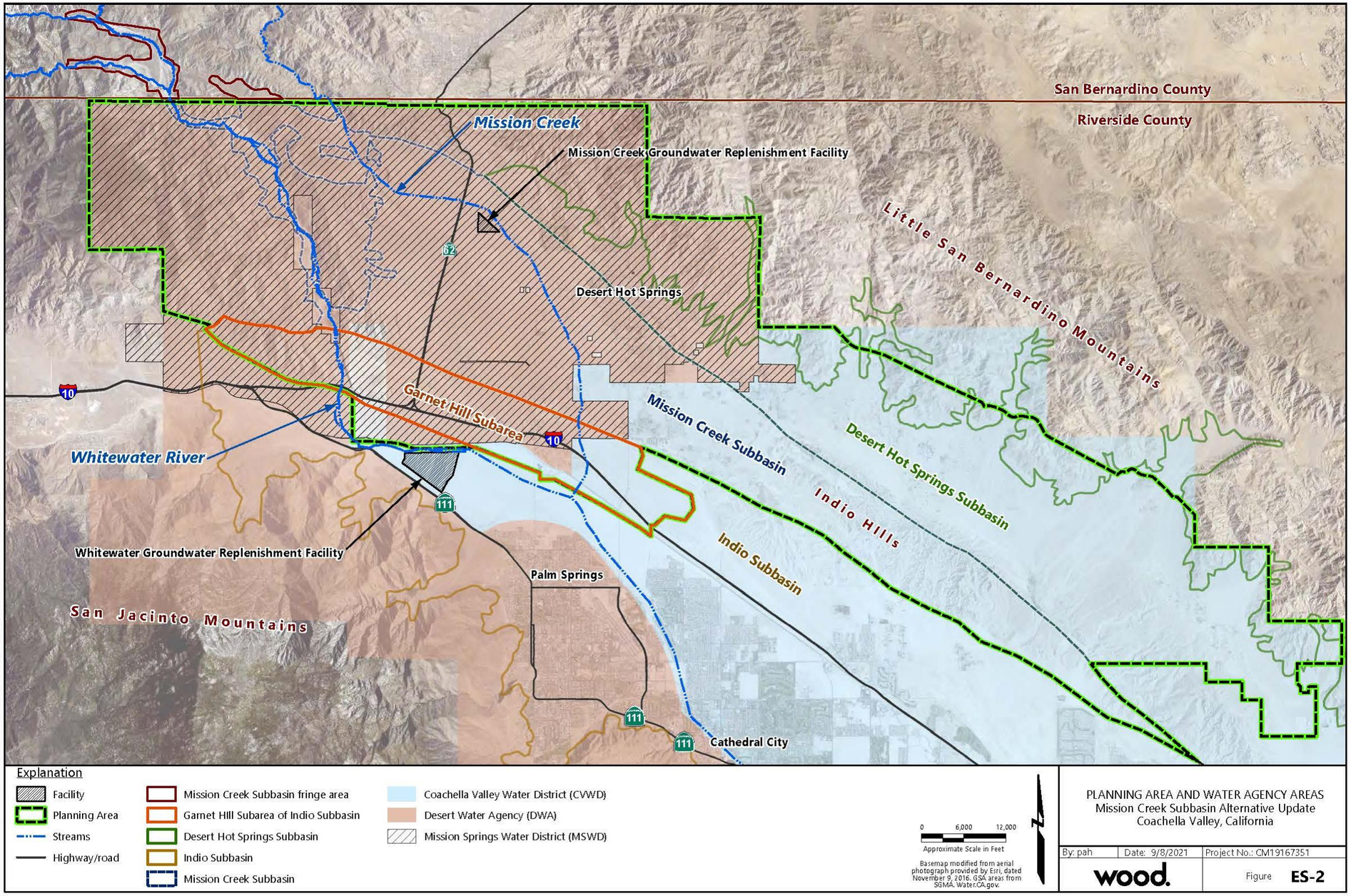
To the west, the subbasin is bounded by the San Bernardino Mountains and to the east by the Indio Hills and the Mission Creek Fault. Artesian conditions have historically been present near a narrow strip along the northwest portion of the Seven Palms Ridge (DWR, 1964), allowing for the development of a unique Willow-Mesquite biological community that includes phreatophytes. Depth to groundwater in other

[19] 2020 Coachella Valley RUWMP, pp. 3-4 to 3-5
[20] 2020 Coachella Valley RUWMP, p. 3-5

parts of the Subbasin averages 300 feet below ground surface. Major surface water features in the area are the Whitewater River, Mission Creek, San Gorgonio River, Little and Big Morongo Washes, and Long Canyon.[21]

[21] 2020 Coachella Valley RUWMP, p. 3-5

Figure 4-1
Groundwater Basins[22]



[22] 2020 MC Alternative Plan Update, Figure ES-2

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The MCSB is filled with Holocene and late Pleistocene unconsolidated sediments eroded from the San Bernardino and Little San Bernardino Mountains. There are three significant water-bearing sedimentary deposits recognized in the subbasin: Pleistocene Cabazon Fanglomerate and Pleistocene to Holocene Older alluvium and alluvial deposits. These deposits are generally coarse sand and gravel, poorly sorted alluvial fan and pediment deposits that coalesce with one another.[23]

The MCSB is considered an unconfined aquifer with a saturated thickness of 1,200 feet or more and an estimated total storage capacity on the order of 2.6 million acre-feet (MAF). The subbasin is naturally recharged by surface and subsurface flow from the Mission Creek, Dry, and Big Morongo Washes, the Painted Hills, and surrounding mountain drainages. Irrigation return flow and discharges from municipal and individual subsurface wastewater disposal systems also contribute to recharge.[24]

Natural inflow has been supplemented with artificial recharge of imported water since 2003. In Water Year (WY) 2021-2022 total inflow to the MCSB is estimated at 11,590 (afy) and includes 5,700 AFY from infiltration or natural runoff, 1,150 of subsurface inflows from adjacent basins and 0 AF of artificial recharge.[25] Additionally, non-consumptive return flow (1,585 AF of infiltration of applied irrigation water, 2,306 AFY of wastewater percolation, 849 AF of septic tank percolation) is estimated at 4,740 AF or approximately 41 percent of the total inflow budget.[26]

The primary outflow from the MCSB is through groundwater production for domestic, agricultural and commercial use. Total groundwater production by MSWD, CVWD, and other privately-owned wells together averaged approximately 2,000 AFY in the 1970s; increased to over 17,000 AFY in 2006; and has since decreased to 13,489 AFY in WY 2022-2023.[27] Additionally, natural outflow includes underflow to the Garnet Hill Subbasin and to semi-water-bearing rocks in southeastern portion of basin of 2,350 AF, evapotranspiration of 950 AF, and evaporative losses of 173 AF for a total of 5,700 AF.

The WY 2022-2023 water balance in MCSB is shown in **Table 4-1**. The annual water balance is the total inflow less the total outflow, which is estimated at a decrease of 341 AF of water storage (approximately 0.013 percent of storage capacity) in the subbasin in WY 2022-2023.

[23] 2020 Coachella Valley RUWMP, p. 3-5
[24] 2020 Coachella Valley RUWMP, p. 3-5
[25] MCSB Annual Report for Water Year 2022-2023, p. 7-6, Table 7-3.
[26] MCSB Annual Report for Water Year 2022-2023, p. 7-3.
[27] MCSB Annual Report for Water Year 2022-2023, p. 7-6, Table 7-3.

Table 4-1
WY 2022-2023 Water Balance in Mission Creek Subbasin

Basin Inflow and Outflow Component	Flow (AFY)
Inflow	
Subsurface Inflows From Adjacent Basins	1,150
Non-Consumptive Return	4,495
Infiltration of Natural Runoff	5,700
Artificial Recharge	5,276
Total Inflow	**16,621**
Outflow	
2017 Groundwater Pumping	13,489
Narural Ouflow	3,473
Total Outflow	**16,962**
Annual Balance	**-341**

Through SGMA planning efforts, the basins are being managed for long-term sustainability. Based on the annual reports prepared for WY 2022-2023, the basin is not in a state of overdraft.[28]

In October 2001, CVWD and DWA began constructing facilities to replenish the MCSB due to overdraft conditions at that time. Facilities were completed in June 2002 and in December 2002, DWA and CVWD began recharge activities in the MCSB. The current replenishment program is effectively increasing water levels across most of the subbasin.[29]

As of the beginning of 2022, the SGMA Portal Monitoring Network Module (MNM) replaced the California Statewide Groundwater Elevation Monitoring (CASGEM) program as the database for SGMA groundwater well data and water level data. Data upload to CASGEM is no longer required for subbasins reporting to the SGMA Portal MNM.[30]

MSWD, DWA, and CVWD now jointly manage the MCSB under the terms of the Mission Creek Settlement Agreement (December, 2004). This agreement and the 2014 Mission Creek Groundwater Replenishment Agreement between CVWD and DWA specify that the available SWP water will be allocated between the MCSB and ISB in proportion to the amount of water produced or diverted from each Subbasin during the preceding year. In 2023, production from the MCSB was about 8.6 percent of the combined production from these two Subbasins.[31]

[28] MCSB Annual Report for Water Year 2022-2023, p. 9-20
[29] 2020 Coachella Valley RUWMP, p. 3-5
[30] MCSB Annual Report for Water Year 2022-2023, p. 3-1
[31] CVWD Engineer's Report on Water Supply and Replenishment Assessment 2025-2025, Tables 3-1 and 4-1

Since there is no physical connection to SWP facilities in the Coachella Valley, in the 1970s, CVWD and DWA signed a water Exchange Agreement with the MWD to deliver an equivalent amount of Colorado River water from MWD's Colorado River Aqueduct (CRA) in exchange for CVWD's and DWA's SWP water; referred to herein as SWP Exchange Water.

Deliveries of SWP Exchange Water from the CRA to the Mission Creek Groundwater Replenishment Facility began in 2003. Final SWP allocations between 2002 and 2021 have ranged from a high of 100% in 2006, to a low of 5% in 2014 and 2021. The reliability of SWP deliveries has declined since 2007 when Judge Wanger overturned the Biological Opinion about Delta export pumping operations (2007 Wanger Decision). This decision significantly impacted CDWR's ability to convey SWP supplies across the Delta for export. Since the 2007 Wanger decision, SWP final allocations have averaged 45% annually. This period has also been marked by six critically dry years.[32] A portion of the recharge represents advanced delivery of SWP Exchange Water, further discussed in **Section 4.3.2.2**. **Table 4-2** summarizes the total volume of water delivered for artificial recharge in the MCSB.

The historical annual change in storage for the MCSB is presented on **Figure 4-2**. It is observed that groundwater storage declined from 1936 until imported water recharge activities were started in the MCSB in 2003. Increasing values are reflective of additions to total groundwater storage (due to higher recharge than pumping), and declining values are reflective of decreases in total groundwater storage (pumping greater than recharge). The effect of imported water recharge is clearly seen for the MCSB since 2003. During periods of relatively high recharge (2005-2006 and 2010-2011), groundwater storage increased whereas in periods of lower recharge (2003-2004 and 2007-2009), groundwater storage declined. The MCSB is currently more than 6,000 AF above groundwater storage levels in 2009 due to groundwater replenishment efforts.[33]

[32] 2020 MC Alternative Plan Update, p. 4-12
[33] 2020 MC Alternative Plan Update, p. 7-9

Table 4-2
Deliveries for Direct Replenishment at the Mission Creek Groundwater Replenishment Facility

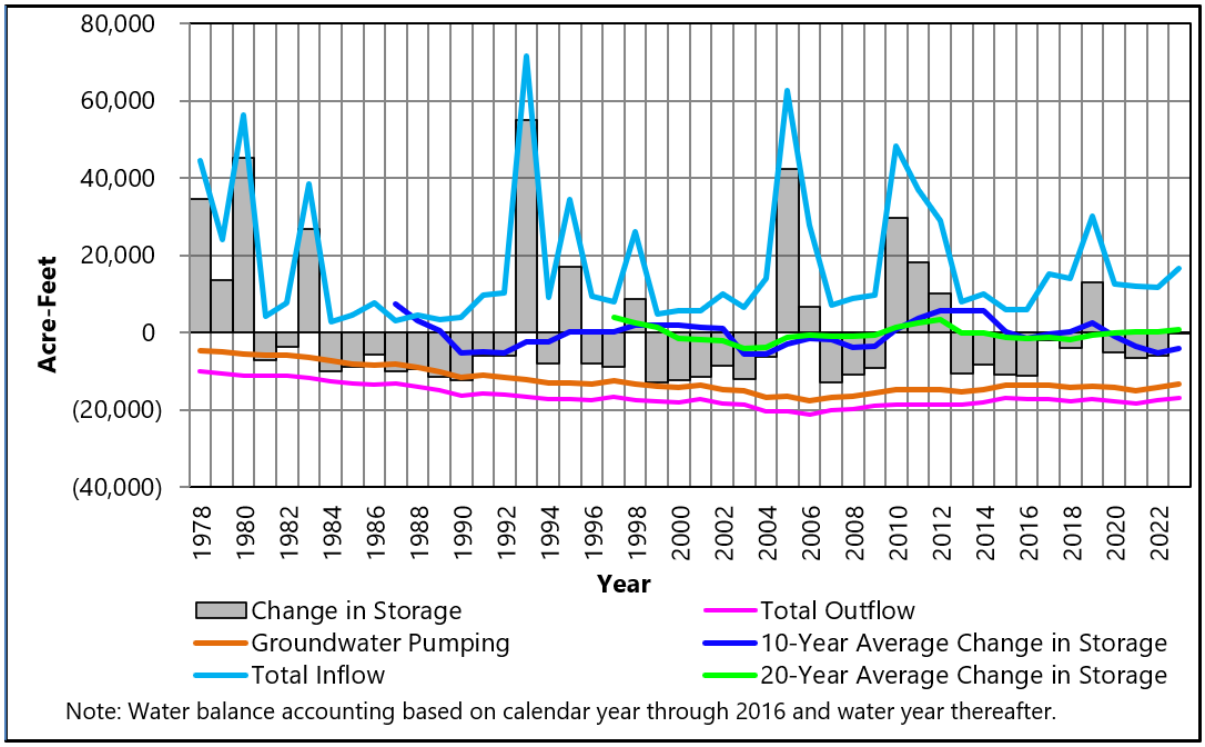
Year	Delivered to Mission Creek Groundwater Replenishment Facility (AFY)
2002	4,733
2003	59
2004	5,564
2005	24,723
2006	19,901
2007	1,011
2008[a]	503
2009[a]	4,090
2010[a]	33,210
2011[a]	26,238
2012	23,406
2013	2,379
2014	4,325
2015	171
2016	0
2017	9,248
2018	2,027
2019[b]	3,688
2020	1,768
2021	0
2022	0
2023	5,275
TOTAL:	**172,319**

(a) Includes deliveries of DWA's non-SWP supplemental water purchased from entities in Kern County for the CPV Sentinel Energy Power Plant.

(b) The volume of water recharged to the Mission Creek GRF in CY 2019 reported in the 2020-2021 Engineer's Report was provisional. The provisional value of 3,498 AF was updated herein to 3,688 AF.

Source: CVWD Engineer's Report on Water Supply and Replenishment Assessment 2024-2025, Tables 3-2

Figure 4-2
Historical Annual in Groundwater Storage – Mission Creek Subbasin
1978 - 2023[34]



4.3.1.2 Garnet Hill Subarea

MSWD produces groundwater from the Garnet Hill Subarea (GHSA) of the Indio Subbasin through one (1) active well. While the Project will, in part, rely on the GHSA to meet demand, as the MCSB and GHSA of the ISB are intertied, as described herein.

The Garnet Hill Subbasin which lies immediately south of the MCSB, underlies approximately 20 square miles and is subordinate to the ISB (DWR, 2003). The basin is bounded on the north by the Banning fault, on the south by the Garnet Hill fault, and on the east and west by non-water to semi-water bearing rocks.[35]

The area between the Garnet Hill fault and the Banning fault, named the Garnet Hill Subarea by DWR (2003), was considered a distinct Subbasin by the USGS because of the effectiveness of the Banning and Garnet Hill faults as barriers to groundwater movement.[36]

[34] MCSB Annual Report for Water Year 2022-2023
[35] 2020 Coachella Valley RUWMP, p. 3-5
[36] 2020 Coachella Valley RUWMP, p. 3-5.

The GHSA is considered an unconfined aquifer with a saturated thickness of 1,000 feet or more and an estimated total storage capacity on the order of 1.0 million AF (DWR, 1964). The GHSA is naturally recharged by subsurface flow from the MCSB and runoff from the Whitewater River watershed on the west. Irrigation return flow and discharges from municipal and individual subsurface wastewater disposal systems also contribute to recharge but are considered minimal.[37]

4.3.1.3 Desert Hot Springs Subbasin

The Desert Hot Springs subbasin is bounded on the north by the Little San Bernardino Mountains and to the south by the Mission Creek and San Andreas faults. The San Andreas fault separates the Desert Hot Springs Subbasin from the ISB and serves as an effective barrier to groundwater flow. Due to poor quality and low groundwater yields, all potable water demand overlying the subbasin is supplied by wells in the MCSB. However, wells in the Miracle Hill area produce geothermally heated groundwater that supplies spa resorts in Desert Hot Springs. Private wells in the Fargo Canyon Subarea have historically been used for agricultural irrigation.[38]

4.3.1.4 Indio Subbasin

The ISB, part of what was once referred to as the Whitewater Subbasin, comprises the major portion of the floor of the Coachella Valley and encompasses approximately 400 square miles. Beginning approximately one mile west of the junction of State Highway 111 and Interstate 10, the ISB extends southeast approximately 70 miles to the Salton Sea.[39]

MSWD currently produces groundwater from the ISB, as defined herein, through two (2) active wells; however, the Project will not rely on the ISB to meet demand. Of note, DWR considers the GHSA as part of the ISB; however, they are considered separate basins at the regional/local level and herein.

4.3.1.5 Cabazon Storage Unit of the San Gorgonio Pass Subbasin

MSWD produces groundwater from the San Gorgonio Pass Subbasin (SGPSB) through two (2) active wells. However, the Project will not rely on the SGPSB to meet demand.

[37] 2020 MC Alternative Plan Update, p. 2-5
[38] 2020 Coachella valley RUWMP, p. 3-5
[39] 2020 Coachella Valley RUWMP, p. 3-4

The main water bearing deposits in the SGPSB are Holocene and Pleistocene age alluvium and Pliocene to Pleistocene age San Timoteo Formation. Holocene alluvium is mostly gravel and sand and, where saturated, would yield water readily to wells. Within the Subbasin, these deposits lie largely above the water table and contribute little water to wells. Holocene alluvium is found in the tributaries of the Subbasin and allows runoff to infiltrate and recharge the Subbasin. Older, Pleistocene-age alluvium contains sand and gravel, but also large amounts of clay and silt. These deposits yield moderate amounts of water to wells.[40]

The SGPSB is subdivided into a series of storage units that include: the Banning Bench, Banning, Beaumont, and Cabazon storage units. The Cabazon storage unit within the San Gorgonio Basin is recharged naturally with runoff from the adjacent San Jacinto and San Bernardino Mountains.[41]

The Cabazon storage unit encompasses approximately 11 square miles. The Cabazon storage unit is located near the western boundary of the MSWD boundary. MSWD operates two (2) wells in the Cabazon storage unit. Other groundwater users in the Cabazon storage unit include Desert Hills Premium Outlets, Morongo Band of Mission Indians, and Cabazon Water District.[42]

4.3.1.6 District Groundwater Production

A summary of groundwater pumped by the District by subbasin from 2016 through 2020 is shown in **Table 4-3**.

Table 4-3
Groundwater Volume Pumped (AFY)[43]

Groundwater Type	Basin Name	2016	2017	2018	2019	2020
Alluvial Basin	MCSB	6,792	7,207	7,568	7,273	7,833
Alluvial Basin	GHSA	285	449	154	266	270
Alluvial Basin	ISB / SGPSB	145	156	153	153	165
	Total:	**7,222**	**7,812**	**7,875**	**7,692**	**8,268**

[40] 2020 Coachella Valley RUWMP, pp. 3-5 to 3-6
[41] 2020 Coachella Valley RUWMP, p. 3-6
[42] 2020 Coachella Valley RUWMP, p. 3-6
[43] 2020 Coachella Valley RUWMP, Table 8-12

4.3.2 Imported Water

Both CVWD and DWA are State Water Contractors. However, there is no conveyance system in place to deliver State Water Project (SWP) water to the Coachella Valley. Conversely, imported water from the Colorado River is delivered to Southern California agencies through the Colorado River Aqueduct (CRA) that traverses through the Coachella Valley. As such, both DWA and CVWD have entered into separate agreements with MWD to receive Colorado River water in exchange for State Water Project (SWP) water on an acre-foot-for-acre-foot basis (SWP Exchange Water).

In 1997, DWA worked with MWD to get a 48-inch turnout constructed along the CRA system just south of Indian Avenue and west of Worsley Road. In addition, DWA acquired property, approximately 190 acres, near the turnout to construct spreading basins (the Mission Creek Groundwater Recharge Facility or MCGRF) to hold the Colorado River water as it percolates downward into the MCSB. In 2002, DWA completed construction of the MCGRF with a series of 13 recharge basins and a combined surface area of 57 acres. Replenishments efforts began in 2003 and, to date, a cumulative total of approximately 172,319 AF of supplemental water has been recharged into the MCSB.[44]

The ISB has been replenished using SWP Exchange Water since 1973. Administered by CVWD, Colorado River water is recharged in two separate Whitewater River Groundwater Replenishment Facility. To date, approximately 4,109,974 AF of supplemental water has been recharged into the ISB.[45]

The spreading of MWD's SWP in the MCSB benefits the City of Desert Hot Springs and MSWD. MSWD pays DWA's replenish assessment for every AF of supplemental water extracted from the MCSB.

4.3.2.1 Colorado River Water

Colorado River water has been a significant water supply source for the Indio Subbasin since the Coachella Canal was completed in 1949. CVWD is the only agency in the Indio Subbasin that receives Colorado River water allocations.

The Colorado River is managed and operated in accordance with the *Law of the River*, a collection of interstate compacts, federal and state legislation, various agreements and contracts, an international treaty, a U.S. Supreme Court decree, and federal

[44] CVWD Engineer's Report on Water Supply and Replenishment Assessment 2024-2025, Tables 3-2
[45] CVWD Engineer's Report on Water Supply and Replenishment Assessment 2024-2025, Table 4-2.

administrative actions that govern the rights to use Colorado River water within the seven Colorado River Basin states. The *1922 Colorado River Compact* apportioned the waters of the Colorado River Basin between the Upper Colorado River Basin (i.e., Colorado, Wyoming, Utah, and New Mexico) and the Lower Basin (i.e., Nevada, Arizona, and California) (USBR, 1922). The *1922 Colorado River Compact* allocates 15 million AFY of Colorado River water as follows: 7.5 million AFY to the Upper Basin and 7.5 million AFY to the Lower Basin, plus up to 1 million AFY of surplus supplies. The Lower Basin's water was further apportioned among the three Lower Basin states by the *1928 Boulder Canyon Project Act* (USBR, 1928) and the *1931 Boulder Canyon Project Agreement* (USBR, 1931), typically called the *1931 Seven Party Agreement*, which allocates California's apportionment of Colorado River water among Palo Verde Irrigation District (PVID), Imperial Irrigation District (IID), Coachella Valley Water District (CVWD), Metropolitan Water District of Southern California (MWD), City of Los Angeles, City of San Diego, and County of San Diego. The 1964 U.S. Supreme Court decree in *Arizona v. California* established Arizona's basic annual apportionment at 2.8 million AFY, California's at 4.4 million AFY, and Nevada's at 0.3 million AFY. Mexico is entitled to 1.5 million AFY of the Colorado River under the *1944 United States-Mexico Treaty for Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande* (U.S. Government Printing Office, 1946). However, this treaty did not specify a required quality for water entering Mexico. In 1973, the United States and Mexico signed *Minute No. 242* of the International Boundary and Water Commission (IBWC) requiring certain water quality standards for water entering Mexico (IBWC, 1973).[46]

California's Colorado River supply is protected by the *1968 Colorado River Basin Project Act* (USBR, 1968), which provides that in years of insufficient supply on the main stem of the Colorado River, supplies to the Central Arizona Project shall be reduced to zero before California will be reduced below 4.4 million AF in any year. This assures full supplies to the Coachella Valley, except in periods of extreme drought.[47]

The Coachella Canal is a branch of the All-American Canal that brings Colorado River water into the Imperial and Coachella Valleys. Under the *1931 Seven Party Agreement* (USBR, 1931), CVWD receives 330,000 AFY of Priority 3A Colorado River water diverted from the All-American Canal at the Imperial Dam. The Coachella Canal originates at Drop 1 on the All-American Canal and extends approximately 123 miles, terminating in CVWD's Lake Cahuilla. The service area for Colorado River water delivery under CVWD's contract with the U.S. Department of the Interior Bureau of Reclamation (USBR) is defined as Improvement District No. 1 (ID-1), which

[46] 2022 ISB Water Management Plan Update, p. 6-7
[47] 2022 ISB Water Management Plan Update, p. 6-8

encompasses 136,400 acres covering most of the East Valley and a portion of the West Valley north of Interstate 10. Under the *1931 Seven Party Agreement*, CVWD has water rights to Colorado River water as part of the first 3.85 million AFY allocated to California. CVWD is in the third priority position along with IID.[48]

2003 Quantification Settlement Agreement

In 2003, CVWD, IID, and MWD successfully negotiated the *2003 Quantification Settlement Agreement* (*2003 QSA*) (CVWD, 2003), which quantifies Colorado River allocations through 2077 and supports the transfer of water between agencies. Under the *2003 QSA*, CVWD has a base entitlement of 330,000 AFY. CVWD negotiated water transfer agreements with MWD and IID that increased CVWD supplies by an additional 123,000 AFY. CVWD's net QSA supply will increase to 424,000 AFY by 2026 and remain at that level until 2047, decreasing to 421,000 AFY until 2077, when the agreement terminates (Secretary of the Interior, 2003). CVWD's available Colorado River diversions through 2045, the ISB Alternative Plan Update horizon, are shown on **Table 4-4**.[49]

As of 2020, CVWD's available Colorado River water diversions at Imperial Dam under the QSA were 394,000 AFY. This includes the base entitlement of 330,000 AFY, the MWD/IID Transfer of 20,000 AFY, IID/CVWD First Transfer of 50,000 AFY, and IID/CVWD Second Transfer of 23,000 AFY. CVWD's QSA diversions also deducts the -26,000 AFY transferred to San Diego County Water Authority (SDCWA) as part of the Coachella Canal Lining Project and the -3,000 AFY transfer to Indian Present Perfected Rights.[50]

Additionally, under the 2003 QSA, MWD transferred 35,000 AFY of its SWP Table A Amount to CVWD. This SWP water is exchanged for Colorado River water and can be delivered at Imperial Dam for delivery via the Coachella Canal to the eastern portion of the Indio Subbasin or at Lake Havasu for delivery via the Colorado River Aqueduct to the western portion of the Indio Subbasin at the Whitewater River Groundwater Recharge Facility (WWR-GRF). The 2019 Second Amendment (CVWD, 2019b) guaranteed delivery of the 35,000 AFY from 2019 to 2026, for a total of 280,000 AFY of water to the WWR-GRF during that timeframe. MWD can deliver the water through CVWD's Whitewater Service Connections (for recharge at WWR-GRF) or via the Advance Delivery account.[51]

[48] 2022 ISB Water Management Plan Update, p. 6-8
[49] 2022 ISB Water Management Plan Update, p. 6-8
[50] 2022 ISB Water Management Plan Update, p. 6-8
[51] 2022 ISB Water Management Plan Update, p. 6-9

The MWD/IID Transfer originated in a 1989 agreement with MWD to receive 20,000 AF of its Colorado River supply. The *2019 Amended and Restated Agreement for Exchange and Advance Delivery of Water* (CVWD, 2019a) defined the exchange and delivery terms between MWD, CVWD, and DWA. The *2019 Second Amendment to Delivery and Exchange Agreement* (CVWD, 2019b) reduced CVWD's annual delivery of the MWD/IID Transfer to 15,000 AFY, for a total of 105,000 AF, if taken at the Whitewater Service Connections (for recharge at WWR-GRF) between 2020 and 2026. For those seven years, MWD keeps the remaining 5,000 AFY, after which CVWD's allocation increases back up to 20,000 AFY. In the ISB Alternative Plan Update, both the 15,000 AFY MWD/IID Transfer and the 35,000 AF QSA MWD SWP Transfer are assumed to be delivered to WWR-GRF through 2026. CVWD's total allocations under the QSA, including MWD's transfer of 35,000 AFY and the MWD/IID Transfer, will increase from 424,000 AFY in 2020 to 459,000 AFY by 2026 and remain at that level for the remainder of the 75-year term of the QSA.[52]

Table 4-4
Colorado River Water Entitlements (AFY)[53]

Diversion	2020	2025	2030	2035	2040	2045
Base Entitlement	330,000	330,000	330,000	330,000	330,000	330,000
1988 MWD/IID Approval Agreement	20,000	20,000	20,000	20,000	20,000	20,000
IID/CVWD First Transfer	50,000	50,000	50,000	50,000	50,000	50,000
IID/CVWD Second Transfer	23,000	48,000	53,000	53,000	53,000	53,000
Coachella Canal Lining	-26,000	-26,000	-26,000	-26,000	-26,000	-26,000
Indian Present Perfected Rights Transfer	-3,000	-3,000	-3,000	-3,000	-3,000	-3,000
QSA Diversions	**394,000**	**419,000**	**424,000**	**424,000**	**424,000**	**424,000**
MWD SWP Transfer	35,000	35,000	35,000	35,000	35,000	35,000
Total Diversions	**429,000**	**454,000**	**459,000**	**459,000**	**459,000**	**464,000**
Assumed Conveyance Losses (5%)	-21,200	-22,700	-22,950	-22,950	-22,950	-22,950
MWD/IID Approval Agreement Transfer[1]	-5,000	-5,000	0	0	0	0
Total Available Deliveries	**402,800**	**426,300**	**436,050**	**436,050**	**436,050**	**436,050**

[1] Accounts for -5,000 AFY reduction in MWD/IID Approval Agreement deliveries from 2020–2026 per the 2019 Amendments with MWD.

Source: *Colorado River Water Delivery Agreement (https://www.usbr.gov/lc/region/g4000/crwda/crwda.pdf, Exhibit B)*

[52] 2022 ISB Water Management Plan Update, p. 6-9
[53] 2022 ISB Water Management Plan Update, Table 6-3

Colorado River Water Consumptive Use

Each year, CVWD submits its water order to USBR for its total QSA entitlement. USBR provides an annual Colorado River Accounting and Water Use Report that provides diversions, return flows, and consumptive use of water diverted from the mainstream of the Colorado River below Lee's Ferry (USBR, 2020). For the eight years between 2013 and 2020, CVWD consumed less than its QSA allotment by an average of 25,574 AFY. CVWD can transfer up to 20,000 AF of the *1989 Approval Agreement* water to MWD, to help mitigate the lower consumption. Despite minor annual variability, CVWD anticipates full consumptive use of its QSA entitlement by 2030. Payback for the over consumption that occurred in years 2001 and 2002 has been completed; no additional payback is assumed during the planning horizon.[54]

Assumptions regarding Colorado River (Canal water) supplies available for use are based on CVWD's delivery schedule from the QSA, minus estimated Canal conveyance losses (see discussion below). Table 6-3 and Figure 6-2 provides CVWD's contracted Colorado River water entitlement through 2045. Note that due to the IID/CVWD Second Transfer, CVWD's Colorado River supplies continue to increase by 5,000 AFY per year through 2027 before reaching a total volume of 424,000 AFY. **Table 4-4** lists total Colorado River entitlements under existing agreements. However, the ISB Alternative Plan Update does not assume full QSA ramp up volumes will be available due to ongoing drought and forecasted climate change on the Colorado River system.[55]

Colorado River Supply Reliability

Colorado River supplies face several challenges to long-term reliability including the extended Colorado River Basin drought and shortage sharing agreements, endangered species and habitat protection, and climate change. Due to both California's and CVWD's high-priority position regarding Colorado River allocations, CVWD's Colorado River supply is expected to be reliable.

QSA Litigation

The *2010 CV Water Management Plan Update* cautioned against the reliability of CVWD's Colorado River supplies because of ongoing QSA litigation at the time. However, the QSA has held up to scrutiny under several unsuccessful legal challenges in state and federal court. Immediately following passage of the QSA, in November 2003, IID filed a complaint in Imperial County Superior Court to confirm the validity

[54] 2022 ISB Water Management Plan Update, p. 6-9
[55] 2022 ISB Water Management Plan Update, p. 6-9

of the QSA and 12 of the 34 QSA-related agreements. The case was coordinated for trial with other lawsuits challenging QSA environmental and regulatory approvals in the Sacramento County Superior Court. CVWD, IID, MWD, SDCWA, and the State defended these suits, which sought validation of the contracts. In February 2010, a California Superior Court judge ruled that the QSA and 11 related agreements were invalid because the QSA-JPA Agreement created an unconditional obligation for the State to pay for excess environmental mitigation costs, in violation of California's constitution. The court declined, for jurisdictional reasons, to validate the thirteenth agreement, the IID-CVWD Salton Sea Flooding Settlement Agreement.[56]

The QSA parties appealed this decision. In March 2011, the California Court of Appeal, Third Appellate District issued a temporary stay of the trial court judgment. In December 2011, the California Court of Appeal reversed the lower court ruling and remanded the case back to trial court for decision on the environmental challenges to the QSA Program EIR. In July 2013, a Sacramento Superior Court entered a final judgment validating the QSA and rejecting all of the remaining legal challenges. In May 2015, the California Court of Appeal issued a ruling that dismissed all remaining appeals.[57]

Colorado River Interim Guidelines

Since 2000, drought conditions in the Colorado River basin have led to significant fluctuations and decreases in water elevations at key Colorado River reservoirs. Each year, the Secretary of the Interior is required to declare the Colorado River water supply availability conditions for the Lower Basin States in terms of normal, surplus, or shortage. In 2007, USBR adopted *Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead* (*2007 Interim Guidelines*).[58]

These *2007 Interim Guidelines* will remain in effect for determinations to be made through December 2025 regarding water supply and reservoir operating decisions through 2026 and provide guidance for development of the Annual Operating Plan (AOP) for Colorado River reservoirs (USBR, 2007).

The purposes of the *2007 Interim Guidelines* are to:

- Improve USBR's management of the Colorado River by considering trade-offs between the frequency and magnitude of reductions of water deliveries and considering the effects on water storage in Lake Powell and Lake Mead. USBR

[56] 2022 ISB Water Management Plan Update, p. 6-12
[57] 2022 ISB Water Management Plan Update, p. 6-12
[58] 2022 ISB Water Management Plan Update, p. 6-12

will also consider the effects on water supply, power production, recreation, and other environmental resources;

- Provide mainstream U.S. users of Colorado River water, particularly those in the Lower Basin states, a greater degree of predictability with respect to the amount of annual water deliveries in future years, particularly under drought and low reservoir conditions; and
- Provide additional mechanisms for the storage and delivery of water supplies in Lake Mead to increase the flexibility of meeting water use needs from Lake Mead, particularly under drought and low reservoir conditions (USBR 2007).

In October 2020, USBR released a *Review of the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead* (*7D Review*; USBR 2020a). The *7D Review* acknowledged the operational stability provided by the *2007 Interim Guidelines* and the cooperation of participating agencies in providing information to inform the post-2026 operations of Lake Powell and Lake Mead. Negotiations began in 2021 for the *2027 Interim Guidelines* that may affect available supplies of Colorado River water.[59]

Lower Basin Drought Contingency Plan

In May 2019, CVWD entered into the *Lower Basin Drought Contingency Plan Agreement* (USBR, 2019) to provide an additional mechanism to prevent Lake Mead from reaching critically low elevations by establishing that certain Colorado River users in the Lower Basin make Drought Contingency Plan (DCP) contributions if Lake Mead reaches certain elevations. The *Implementation Agreement* (CVWD 2019c) explains that the *Lower Basin Drought Contingency Plan (Lower Basin DCP*) provides that USBR's annual 24-month study's projection of Lake Mead's January 1 elevation will determine the amount of California DCP contributions for the subsequent year, if any. CVWD's portion of California DCP contributions under the *Lower Basin DCP* is seven percent (which is approximately 14,000 to 24,500 AFY). CVWD will implement its portion of the *Lower Basin DCP* contributions by storing water in MWD's Lake Mead DCP Intentionally Created Surplus (ICS) account and/or by CVWD reducing its call for the 35,000 AFY MWD SWP Transfer (refer to description above). MWD will then reduce its USBR water order by an equivalent amount in that year to cover CVWD's contribution. The *Lower Basin DCP* is a short-term plan that will end when the 2027 Interim Guidelines are implemented.[60]

[59] 2022 ISB Water Management Plan Update, pp. 6-12 to 6-13
[60] 2022 ISB Water Management Plan Update, p. 6-13

Use of Colorado River Water

The 2020 ISB Alternative Plan Update considers the QSA ramp up to ensure that all available supply is used. This requires balancing direct uses and replenishment deliveries against the available Colorado River supply (less conveyance and regulatory water losses). This *Alternative Plan Update* considers two Colorado River delivery scenarios:

1. **Historical hydrology conditions** – Full ramp up of the *2003 QSA* entitlement, along with transfers where there are agreements in place. These assumptions are used only in the baseline scenario in Chapter 7, *Numerical Model and Plan Scenarios*.
2. **Climate change conditions** – Full ramp up of the *2003 QSA* entitlement and transfers, minus CVWD's portion of California's *Lower Basin DCP* contribution increasing from 14,500 AFY to 24,500 AFY. These assumptions are used in all future project scenarios in Chapter 7, *Numerical Model and Plan Scenarios*.

To fully utilize the Colorado River water entitlement, the GSAs propose several source substitution (replacing existing groundwater pumping with Canal water deliveries) and replenishment projects that can be found in Chapter 11 of the 2020 ISB Alternative Plan Update.[61]

4.3.2.2 State Water Project Exchange Water

The SWP is managed by the California Department of Water Resources (DWR) and includes 705 miles of aqueduct and conveyance facilities extending from Lake Oroville in Northern California to Lake Perris in Southern California. The SWP has contracts to deliver 4.172 million AFY to the State Water Contractors. The State Water Contractors consist of 29 public entities with long-term contracts with DWR for all, or a portion of, their water supply needs. In 1962 and 1963, DWA and CVWD, respectively, entered contracts with the State of California for a total of 61,200 AFY of SWP water.[62]

SWP water has been an important component of the region's water supply mix since CVWD and DWA began receiving and recharging SWP exchange water at the WWR-GRF. Starting in 1973, CVWD and DWA began exchanging their SWP water with MWD for Colorado River water delivered via MWD's Colorado River Aqueduct. Because CVWD and DWA do not have a physical connection to SWP conveyance facilities, MWD takes delivery of CVWD's and DWA's SWP water, and in exchange, delivers an equal amount of Colorado River water to the Whitewater Service Connections (for recharge

[61] 2022 ISB Water Management Plan Update, p. 6-13
[62] 2022 ISB Water Management Plan Update, p. 6-13

at WWR-GRF and MC-GRF). The exchange agreement was most recently re-established in the 2019 *Amended and Restated Agreement for Exchange and Advance Delivery of Water* (CVWD, 2019a).[63]

SWP Table A Amounts

Each SWP contract contains a "Table A" exhibit that defines the maximum annual amount of water each contractor can receive excluding certain interruptible deliveries. DWR uses Table A amounts to allocate available SWP supplies and some SWP project costs among the contractors. Each year, DWR determines the amount of water available for delivery to SWP contractors based on hydrology, reservoir storage, the requirements of water rights licenses and permits, water quality, and environmental requirements for protected species in the Sacramento-San Joaquin River Delta (Delta). The available supply is then allocated according to each SWP contractor's Table A amount.[64]

CVWD's and DWA's collective increments of Table A water are listed in **Table 4-5**. Original Table A SWP water allocations for CVWD and DWA were 23,100 AFY and 38,100 AFY, respectively, for a combined amount of 61,200 AFY. CVWD and DWA obtained a combined 100,000 AFY transfer from MWD under the 2003 Exchange Agreement. In 2004, CVWD purchased an additional 9,900 AFY of SWP Table A water from the Tulare Lake Basin Water Storage District (Tulare Lake Basin) in Kings County (DWR, 2004). In 2007, CVWD and DWA made a second purchase of Table A SWP water from Tulare Lake Basin totaling 7,000 AFY (DWR, 2007a and 2007b). In 2007, CVWD and DWA also completed the transfer of 16,000 AFY of Table A Amounts from the Berrenda Mesa Water District in Kern County (DWR, 2007c and 2007d). These latter two transfers became effective in January 2010. With these additional transfers, the total SWP Table A Amount for CVWD and DWA is 194,100 AFY.[65]

Previously, the 100,000 AFY MWD Transfer obtained under the *2003 Exchange Agreement* included a "Call Back" component that allowed MWD to call-back the 100,000 AFY and assume the entire cost of delivery if it needed the water. In 2019, the *Amended and Restated Agreement for Exchange and Advance Delivery of Water* (CVWD, 2019a) ended MWD's right to call back that 100,000 AFY of Table A water.[66]

[63] 2022 ISB Water Management Plan Update, p. 6-14
[64] 2022 ISB Water Management Plan Update, p. 6-14
[65] 2022 ISB Water Management Plan Update, p. 6-14
[66] 2022 ISB Water Management Plan Update, p. 6-14

Table 4-5
State Water Project Table A Amounts (AFY)[67]

	Original SWP Table A	MWD Transfer	Tulare Lake Basin Transfer #1	Tulare Lake Basin Transfer #2	Berrenda Transfer	Total
CVWD	23,100	88,100	9,900	5,250	12,000	138,350
DWA	38,100	11,900	-	1,750	4,000	55,750
Total:	**61,200**	**100,000**	**9,900**	**7,000**	**16,000**	**194,100**

In some years, DWA and CVWD carry over SWP water to the following year by storing it in San Luis Reservoir. This carryover water is SWP water that is allocated to a State Water Contractor and approved for delivery in a given year but was not able to be delivered to the Contractor by the end of that year. This water is exported from the Delta, but instead of being delivered to the Contractor, it is stored in the SWP's share of San Luis Reservoir south of the Delta, when space is available, for the Contractor to use in the following year. This variability is reflected in the historical delivery values but does not affect supply projections.[68]

Other SWP Water Types

There are other types of SWP water that can be purchased, such as individual water purchase opportunities and transfers/exchanges. These may be conveyed to CVWD and DWA as available, but no commitments exist.[69]

Yuba Accord

In 2008, CVWD and DWA entered into separate agreements with DWR for the purchase and conveyance of supplemental SWP water under the Yuba River Accord Dry Year Water Purchase Program (Yuba Accord). This program provides dry year supplies through a water purchase agreement between DWR and Yuba County Water Agency, which settled long-standing operational and environmental issues over instream flow requirements for the lower Yuba River. The amount of water available for purchase varies annually and is allocated among participating SWP contractors based on their Table A amounts. CVWD and DWA may purchase up to 1.72 percent and 0.69 percent, respectively, of available Yuba Accord water, in years it is made available.[70]

[67] 2022 ISB Water Management Plan Update, Table 6-4
[68] 2022 ISB Water Management Plan Update, p. 6-15
[69] 2022 ISB Water Management Plan Update, p. 6-15
[70] 2022 ISB Water Management Plan Update, p. 6-15

Yuba Accord deliveries have varied from zero in multiple years to a total of 2,664 AFY to CVWD and DWA in 2013. Over the 10-year period from 2010-2019, the average annual amount of Yuba Accord water purchased by the GSAs was 651 AFY. This *Alternative Plan Update* assumes the same 10-year average of Yuba Accord deliveries annually through 2045.[71]

Article 21

Article 21 water (described in Article 21 of the SWP water contracts), "Interruptible Water", is water that State Water Contractors may receive on a short-term basis in addition to their Table A water if they request it in years when it is available. Article 21 water is used by many Contractors to help meet demands in low allocation years. Article 21 water is not available every year, amounts vary when it is available, and is proportionately allocated among participating Contractors. The availability and delivery of Article 21 water cannot interfere with normal SWP operations and cannot be carried over for delivery in a subsequent year.[72]

The State Water Contractors believe that as reliability increases over time with the operation of the Delta Conveyance Facility (see description below), that Article 21 water will become more available to Contractors for purchase. The 2020 ISB Alternative Plan Update assumes that once the Delta Conveyance Facility is constructed, approximately 10,600 AFY in Article 21 will be made available to DWA and CVWD annually.[73]

Advance Deliveries

The 1984 *Advance Delivery Agreement* (amended in 2019 by the *Amended and Restated Agreement for Exchange and Advance Delivery of Water* [CVWD 2019a]) allows MWD to deliver up to 800,000 AFY of Colorado River water to be credited against its future SWP exchange water obligations. Advance deliveries of exchange water are highly variable and concentrated in wet years, with the ISB providing the majority of storage. The Advance Delivery Account balance for 2003 – 2019 ranged from 44,601 acre-feet (AF) in 2009 to 391,155 AF in 2019. As of January 2020, there was 353,946 AF stored in MWD's Advance Delivery account in the Indio Subbasin.[74]

[71] 2022 ISB Water Management Plan Update, p. 6-15
[72] 2022 ISB Water Management Plan Update, p. 6-15
[73] 2022 ISB Water Management Plan Update, p. 6-16
[74] 2022 ISB Water Management Plan Update, p. 6-16

Supply Reliability

SWP supplies vary annually due to weather and runoff variations in Northern California and regulatory limitations on exports from the Delta.

Delta Exports

The SWP's and Central Valley Project's (CVP; managed by USBR) exports from the Delta have decreased since 2005 due to several key environmental decisions. While the SWP primarily serves the State's population and economic growth, the CVP serves the State's agricultural industry. In 2005, the U.S. Fish and Wildlife Service (USFWS) released a Biological Opinion that Delta export (combined SWP and CVP) pumping operations would not jeopardize the continued existence of the Delta smelt, a small, endangered fish endemic to the Delta. Environmental groups challenged the action and in May 2007, federal Judge Oliver Wanger ruled that the Biological Opinion was faulty in its assumptions and needed to be performed again. In 2008, the USFWS and National Marine Fisheries Service (NMFS) released a new Biological Opinion that addressed Delta fisheries, restricting operations of the SWP and CVP diversion pumps. In 2009, Wanger struck down the USBR acceptance of the new Biological Opinion, saying USBR failed to comply with the National Environmental Policy Act (NEPA) related to cutbacks in water exports for Central Valley farmers.[75]

In 2009, the Sacramento-San Joaquin Delta Reform Act of 2009 (Delta Reform Act) established the Delta Stewardship Council to create a comprehensive, long-term, legally enforceable plan to guide management of the Delta's water and environmental resources. The Delta Plan (Delta Stewardship Council, 2013) includes policies and recommendations to achieve the "coequal goals," which means the two goals of providing more reliable water supply for California and protecting, restoring, and enhancing the Delta ecosystem. In 2016, USBR and DWR developed the California WaterFix, a twin-tunnels alternative for conveying flows across the natural channels of the Delta, focused on conveyance and ecosystem improvements to significantly reduce reverse flows and fish species impacts associated with the existing south Delta intakes. In 2019, USFWS and NMFS issued revised Biological Opinions (USFWS, 2020) to address California WaterFix. Concurrently, USBR issued the 2018 Addendum (USBR, 2018) to the 1986 Coordinated Operations Agreement (USBR, 1986) with accompanying SWP and CVP operations changes which reduced SWP exports and increased CVP exports, along with more conservative operation of Lake Oroville. Most recently, in 2019, Governor Newsom directed state agencies to proceed with

[75] 2022 ISB Water Management Plan Update, p. 6-17

modernizing Delta conveyance with a single tunnel project (see DCF description below).[76]

SWP Reliability

State Water Contractors are required to submit annual delivery schedules to the DWR for a suite of potential water allocations; for example, 15 percent, 30 percent, 50 percent, 60 percent, and 100 percent were provided for calendar year 2021. DWR makes an initial SWP Table A allocation for planning purposes, typically in December, prior to the start of each calendar year. Throughout the year, as additional information regarding water availability becomes available and DWR performs hydrologic analyses, the SWP allocation and delivery estimates are updated. Typically, the final SWP allocation for the year is derived by June, and although not typical, can still be updated into the Fall. **Table 4-6** presents the historical draft and final Table A allocations over the past 20 years (i.e., 2002 to 2021). Note that CVWD's and DWA's contracted Table A amounts increased substantially in 2005 and again in 2010.[77]

Final SWP allocations between 2002 and 2021 have ranged from a high of 100 percent in 2006 to a low of five percent in 2014 and again in 2021. The reliability of SWP deliveries has declined since 2007 when Judge Wanger overturned the Biological Opinion regarding Delta export pumping operations. This decision significantly impacted DWR's ability to convey SWP supplies across the Delta for export. Since the 2007 Wanger decision, SWP final allocations have averaged 45 percent annually. This period has also been marked by six critically dry years.[78]

DWR's *Final SWP Delivery Capability Report 20230* was released in May 2024. The delivery reliability of water from the SWP system is an important component for the SWP Contractors' water supply planning. SWP delivery amounts were modeled for the *2023 SWP Delivery Capability Report* using the CalSim II simulation model that incorporates the historical range of hydrologic conditions from Water Years 1922 through 2003. DWR's analysis determined that long-term average SWP deliveries across all water years through 2015 was 2,414,000 AF, or 58 percent of the maximum of the 4,133,000 AFY available for export from the Delta.[79] By using this 82-year historical flow record, the delivery estimates modeled for existing conditions reflect

[76] 2022 ISB Water Management Plan Update, p. 6-17
[77] 2022 ISB Water Management Plan Update, p. 6-17
[78] 2022 ISB Water Management Plan Update, pp. 6-17 to 6-18
[79] While 4,173,000 AFY is the current combined maximum Table A mount, 4,133,000 AFY is the SWP's maximum Table A water available for export from the Delta excluding Butte County and Yuba City (DWR, 2020a).

a reasonable range of potential hydrologic conditions from wet years to critically dry years.[80]

Table 4-6
Historical SWP Table A Allocations, CVWD and DWA (2002-2021)

Year	100% Table A Volume Max Contract (AFY)[1]	Water Year Type	SWP Initial Allocation (%)	SWP Final Allocation (%)
2002	61,200	Dry	20%	70%
2003	61,200	Above Normal	20%	90%
2004	71,100	Below Normal	35%	65%
2005	171,100	Above Normal	40%	90%
2006	171,100	Wet	55%	100%
2007	171,100	Dry	60%	60%
2008	171,100	Critically Dry	25%	35%
2009	171,100	Dry	15%	40%
2010	194,100	Below Normal	5%	50%
2011	194,100	Wet	25%	80%
2012	194,100	Above Normal	60%	65%
2013	194,100	Critically Dry	30%	35%
2014	194,100	Critically Dry	5%	5%
2015	194,100	Critically Dry	10%	20%
2016	194,100	Above Normal	10%	60%
2017	194,100	Above Normal	20%	85%
2018	194,100	Critically Dry	15%	35%
2019	194,100	Above Normal	10%	75%
2020	194,100	Below Normal	10%	20%
2021	194,100	Critically Dry	5%	5%
2022	194,100	Critically Dry	0%	5%
2023	194,100	Above Normal	5%	100%
20-Year Average:			**22%**	**54%**
14-Year Average Since Wanger:			**18%**	**46%**

[1] Source: DWR 2018, Bulletin 132-18, Appendix B Table B-4
[2] Source: DWR 2018, Bulletin 132-18, Appendix B Table B-5B

DWR's analysis further showed a decreasing trend seen in the future long-term average. The *Technical Addendum to the 2023 SWP Delivery Capability Report* (DWR, 2020b) provides a "Future Conditions with Climate Change and 45 cm Sea Level Rise Scenario" which projects a further decrease in SWP delivery over time. Although the

[80] 2022 ISB Water Management Plan Update, pp. 6-19

2023 SWP Delivery Capability Report estimates delivery reliability of 58 percent based on the long-term average, this *Alternative Plan Update* recognizes the significant reduction in reliability associated with climate change and Delta export litigation and instead assumes 45 percent reliability through the planning horizon.[81]

Delta Conveyance Facility

The Delta Conveyance Facility (DCF) is a DWR project that would improve SWP reliability and result in increased deliveries in the future. The existing SWP water conveyance facilities in the Delta, which include Clifton Court Forebay and the Banks Pumping Plant, enable DWR to divert water to the California Aqueduct. The DCF project includes the construction and operation of new conveyance facilities in the Delta, primarily a new tunnel to bypass existing natural channels used for conveyance. New intake facilities would be located in the north Delta along the Sacramento River between Freeport, California, and the confluence with Sutter Slough. A new tunnel would convey water from the new intakes to the existing Banks Pumping Plant and potentially the federal Jones Pumping Plant, both in Byron, California, in the south Delta. The new facilities would provide an alternate location for diversion of water from the Delta and would be operated in coordination with the existing south Delta pumping facilities.[82]

Construction of the DCF will improve water supply reliability for State Water Contractors by addressing in-Delta conveyance, with its myriad of constraints. Because the SWP currently relies on the Delta's natural channels to convey water, it is vulnerable to earthquakes, climate change, and pumping restrictions established to protect in-stream species and habitats. Certain pumping restrictions in the south Delta can prevent the SWP from reliably capturing water when it is available, especially in wet weather. The DCF would add new diversions in the north Delta to promote a more resilient and flexible SWP in the face of unstable future conditions. Combined with the current through-Delta method, the addition of DCF is referred to as the "dual conveyance" system.[83]

CVWD and DWA have approved a 2-year agreement to advance their share of funding for DCF planning and design costs. The *Agreement in Principle for the Delta Conveyance Facility* was approved in November 2020, as outlined in **Table 4-7** below. A preliminary estimate of the DCF benefits is 500,000 AFY. DWA and CVWD approved their participation levels of 1.52 percent and 3.78 percent, respectively. This restores 26,500 AFY in SWP deliveries to CVWD and DWA over and above current conditions, allocated between 60 percent to Table A and 40 percent to Article 21.

[81] 2022 ISB Water Management Plan Update, p. 6-20
[82] 2022 ISB Water Management Plan Update, p. 6-20
[83] 2022 ISB Water Management Plan Update, p. 6-21

With DCF construction, SWP reliability is anticipated to increase to 59 percent as an annual average. DCF deliveries are assumed to begin in year 2040.[84]

Table 4-7
DCF Supply Amounts[85]

Description	CVWD	DWA	Total
DCF Additional Supply (%)	3.78%	1.52%	5.30%
Annual Estimate (AFY)	**18,900**	**7,600**	**26,500**
Table A Supply (AFY)	11,340	4,560	15,900
Article 21 Supply (AFY)	7,560	3,040	10,600

Lake Perris Dam Seepage Recovery Project

In 2017, MWD and DWR began preliminary planning for recovery of seepage below the Lake Perris Dam and delivery of the recovered water to MWD in addition to its current allocated Table A water. The project is composed of installing a series of five pumps placed down-gradient from the face of the Lake Perris Dam that will pump water that has seeped from the lake into the groundwater. The recovered water will be pumped into a collection pipeline that discharges directly into MWD's Colorado River Aqueduct south of Lake Perris.[86]

CVWD and DWA were invited to partner in the project with MWD, and the parties signed an agreement with DWR in 2021 for funding of environmental analysis, planning, and preliminary design. An additional agreement (or amendment to the existing *Exchange Agreement*) will be needed to exchange a proportional share of the recovered seepage water, as outlined in **Table 4-8** below, for Colorado River water delivered by MWD to WWR-GRF and MC-GRF (MWD, 2020) through MWD's Colorado River Aqueduct. The project is estimated to recover approximately 7,500 AFY, with 2,752 AFY for delivery to CVWD and DWA, and is anticipated to begin delivery in 2023.[87]

[84] 2022 ISB Water Management Plan Update, pp. 6-21 to 6-22
[85] 2022 ISB Water Management Plan Update, Table 6-7
[86] 2022 ISB Water Management Plan Update, p. 6-22
[87] 2022 ISB Water Management Plan Update, p. 6-22

Table 4-8
Lake Perris Seepage Recovery Amounts[88]

Description	MWD	CVWD	DWA	Total
Percent of Lake Perris Dam Seepage Recovery (%)	63.30%	32.3%	4.4%	100%
Annual Estimate (AFY)	4,747	2,425	328	7,500

Sites Reservoir Project

The Sites Reservoir Project would capture and store stormwater flows from the Sacramento River for release in dry years. Sites Reservoir would be situated on the west side of the Sacramento Valley, approximately 10 miles west of Maxwell, CA. When operated in coordination with other Northern California reservoirs such as Shasta, Oroville, and Folsom, which function as the backbone to both the SWP and the Central Valley Project, Sites Reservoir would increase flexibility and reliability of statewide water supplies in drier periods.[89]

In 2019, CVWD and DWA both entered into an agreement with the Sites Project Authority for the next phase of planning for the Sites Reservoir (Sites Project Authority, 2019; 2020). The Sites Project Authority's goals are to make water supply and storage capacity available to water purveyors within the Sacramento River watershed, and in other areas of California, who are willing to purchase water supply from the Sites Reservoir Project. CVWD and DWA are participating members at 10,000 AFY and 6,500 AFY levels, respectively, as shown in **Table 4-9**. The 2020 ISB Alternative Plan Update assumes approximately 30 percent conveyance losses, for total delivery of 11,550 AFY to CVWD and DWA beginning in 2035.[90]

Table 4-9
Sites Reservoir Supply Amounts[91]

Description	CVWD	DWA	Total
Percent of Sites Reservoir Supply (%)	5.2%	3.4%	8.6%
Annual Estimate (AFY)	10,000	6,500	16,500

[88] 2022 ISB Water Management Plan Update, Table 6-8
[89] 2022 ISB Water Management Plan Update, p. 6-22
[90] 2022 ISB Water Management Plan Update, pp. 6-22 to 6-23
[91] 2022 ISB Water Management Plan Update, Table 6-9

SWP Delivery to Subbasins

All SWP Exchange water delivered to DWA and CVWD is recharged at WWR-GRF in the ISB and at MC-GRF in the MCSB. According to the *2014 Mission Creek Water Management Agreement* (CVWD and DWA, 2014), this includes any water that is paid for or planned to be paid for by the SWP tax or split between the RAC paid by groundwater producers in the West Whitewater River Subbasin Management Area (which includes CVWD's West Whitewater River Subbasin Area of Benefit [AOB] and DWA's West Whitewater River Subbasin AOB) and the Mission Creek Subbasin Management Area (which includes CVWD's Mission Creek Subbasin AOB and DWA's Mission Creek Subbasin AOB). As such, this includes Table A, Article 21, and Yuba Accord water, in addition to any future increase in Table A reliability (i.e., DCF), Lake Perris Seepage, and Sites Reservoir. Available SWP Exchange water allocated to MC-GRF and WWR-GRF is based on proportional assessable production between the Mission Creek Subbasin Management Area and the West Whitewater River Subbasin Management Area, to be balanced over a 20-year period beginning December 2004. In 2020, total assessable production in the Mission Creek Subbasin Management Area (inclusive of CVWD's Mission Creek AOB and DWA's Mission Creek AOB) was 14,244 AF, while total assessable production in the West Whitewater River Subbasin Management Area (again inclusive of CVWD's West AOB and DWA's West AOB) was 153,979 AF (CVWD 2020). Based on a cumulative total of 168,223 AF in assessable production between the two management areas, this resulted in an 8 percent/92 percent split between the Mission Creek and West Whitewater River management areas in 2020. As shown in **Table 4-10**, the projected allotment of SWP exchange water to the two management areas was calculated as 8 to 10 percent to MC-GRF and 90 to 92 percent to WWR-GRF. Urban growth and associated water demand in the Mission Creek Subbasin will result in slightly more SWP Exchange water being delivered to that Subbasin over time. The 2020 ISB Alternative Plan Update is coordinated with the 2020 MC Alternative Plan Update to establish production estimates and associated SWP delivery estimates for the two management areas through 2045 planning horizon.[92]

[92] 2022 ISB Water Management Plan Update, p. 6-23

Table 4-10
Forecast Split of SWP Delivery to WWR-GRF and MC-GRF
Based on Production[93]

Assessable Production	2020	2025	2030	2035	2040	2045
West WWR Management Area (AFY)	150,336	155,338	160,640	165,955	170,754	175,202
% West WWR Management Area	92%	92%	91%	91%	91%	90%
Mission Creek Management Area (AFY)	13,281	14,369	15,455	16,543	17,717	18,892
% Mission Creek Management Area	8%	8%	9%	9%	9%	10%
Total West WWR + Mission Creek (AFY)	**163,617**	**169,707**	**176,095**	**182,498**	**188,471**	**194,093**

Use of SWP Exchange Water

The 2020 ISB Alternative Plan Update accounts for all anticipated SWP Exchange water to be recharged at WWR-GRF and MC-GRF (as described above) to ensure that all available supply is used. In order to fully use available SWP exchange supplies, the GSAs will continue to replenish groundwater at maximum delivery levels and pursue additional SWP supplies as they become available. The 2020 ISB Alternative Plan Update considers two SWP Exchange delivery scenarios:

1) **Historical hydrology conditions** – Table A deliveries at 45 percent through 2045 based on average SWP reliability since the 2007 Wanger decision and uncertainty about the future of Delta exports. These assumptions are used only in the baseline scenario in Chapter 7, *Numerical Model and Plan Scenarios*.
2) **Climate change conditions** – Table A deliveries at 45 percent in 2020 based on the 2007 Wanger decision, then reduced by -1.5 percent through straight line projection from 2020 to 2045 due to forecast climate changes. These assumptions are used in all future project scenarios in Chapter 7, *Numerical Model and Plan Scenarios*.

Scenario modeling described in Chapter 7 of the 2020 ISB Alternative Plan Update, assumes annual variability of Table A deliveries associated with different projected climate years. However, Yuba Accord, Lake Perris Seepage, Sites Reservoir, and DCF supplies are assumed at their full anticipated amounts each year. The projected estimates for all potential SWP Exchange supplies are shown in **Table 4-11**.

[93] 2022 ISB Water Management Plan Update, Table 6-10

Table 4-11
Forecast of SWP Table A Supplies to WWR-GRF and MC-GRF[94]

Existing SWP Supplies	2020	2025	2030	2035	2040	2045
Table A Amount	194,100	194,100	194,100	194,100	194,100	194,100
Assumed SWP Reliability	45%	45%	45%	45%	45%	45%
Average Table A Deliveries w/ Assumed SWP Reliability	**87,345**	**87,345**	**87,345**	**87,345**	**87,345**	**87,345**
Yuba Accord	651	651	651	651	651	651
Sum of Existing SWP Supplies	**87,996**	**87,996**	**87,996**	**87,996**	**87,996**	**87,996**
Estimated Replenishment (AFY)a						
WWR-GRF Replenishment	80,853	80,546	80,273	80,019	79,724	79,431
MC-GRF Replenishment	7,143	7,450	7,723	7,977	8,272	8,565
Future SWP Supplies						
Lake Perris Seepage	0	2,752	2,752	2,752	2,752	2,752
Sites Reservoir	0	0	0	11,550	11,550	11,550
Delta Conveyance Facility (Additional SWP Table A / Article 21)	0	0	0	0	0	26,500
Sum of Existing + Future SWP Supplies	**88,647**	**91,399**	**91,399**	**102,949**	**102,949**	**129,449**
Estimated Replenishment (AFY)a						
WWR-GRF Replenishment	81,451	83,660	83,377	93,617	93,272	116,849
MC-GRF Replenishment	7,196	7,739	8,022	9,332	9,677	12,600

Additional 35,000 AFY MWD/SWP Transfer under the QSA is accounted for under Colorado River water above (see Table 6-3) and though replenished at WWR-GRF, that supply is not accounted for in replenishment volumes in this table.

4.3.2.3 Surface Water

Surface water in the MCSB, GHSA, and DHSSB includes streamflow in addition to runoff from several drainage areas. The precipitation that occurs within the tributary watersheds of the Planning Area either evaporates, is consumed by native vegetation, percolates directly into underlying alluvium and fractured rock, or becomes runoff. A portion of the flow percolating into the soil and bedrock of the mountain watersheds surrounding the MCSB, GHSA, and DHSSB eventually becomes subsurface inflow to these groundwater bodies.[95]

[94] 2022 ISB Water Management Plan Update, Table 6-11
[95] 2020 MC Alternative Plan Update, p. 4-2

Natural recharge in the MCSB, GHSA, and DHSSB occurs as infiltrated surface water flows and subsurface inflows. Due to the relatively high evapotranspiration rates compared to precipitation, recharge from direct precipitation on the valley floor and in the low-lying hills at the northwest part of the MCSB (east of Whitewater River) is considered to be negligible. Surface water flow in the MCSB, GHSA, and DHSSB consists of temporary or intermittent streams that originate in the San Bernardino and Little San Bernardino mountains.[96] The District does not use, or plan to use, self-supplied surface water as part of its water supply.

4.3.2.4 Recycled Water

MSWD operates two wastewater treatment plants. The Horton Wastewater Treatment Plant (Horton WWTP) with a capacity of 2.3 million gallons per day (MGD) and the average daily flow metered to the plant in 2020 was 2.0 MGD. The Horton WWTP uses an extended aeration process for treatment and disposes of the secondary wastewater, which is not disinfected, in adjacent percolation/evaporation ponds. The Desert Crest Wastewater Treatment Plant with a capacity of 0.18 MGD and the average daily flow to the plant in 2020 was metered at 0.05 MGD. The facility operates similarly to the Horton WWTP using an aeration basin for treatment and disposes of the secondary wastewater, which is not disinfected, by way of percolation/evaporation ponds.[97]

The District prepared a Recycled Water Program Development Feasibility Study in 2018 in which treatment and distribution alternatives and recycled water demands were identified. It was determined that recycled water infrastructure could feasibly be implemented for groundwater recharge, and, subsequently, to supply existing and future irrigation demands and offset a portion of potable water demands. Recycled water can be used for groundwater basin replenishment and favorably impacts water balance calculations.[98]

Due to the success of its septic to sewer program, the District is constructing the MSWD Regional Water Reclamation Facility (RWRF) to meet increasing wastewater demands. In its initial phase, the RWRF will use a sequence batch reactor process for treatment and disposal of the secondary wastewater, which is not disinfected, in adjacent percolation/evaporation ponds located within the plant over the GHSA. The District plans to produce recycled water meeting Title 22 standards with tertiary treatment facilities in the subsequent phase. The primary recycled water demands are foreseen to be replenishment of the MCSB and public green areas, golf courses

[96] 2020 MC Alternative Plan Update, p. 4-5
[97] 2020 Coachella Valley RUWMP, p. 8-15
[98] 2020 Coachella Valley RUWMP, p. 8-17

and playing fields that were identified as part of the 2018 study. Consistent with recycled water demands that have been identified and estimated system wastewater flows, it is envisioned that the recycled water system including the RWRF will be expanded to accommodate a system recycled water system demand of 5,000 AFY by 2045.[99]

4.3.2.5 Desalinated Water

Desalination has been identified as a potential solution for increasing water supplies and reducing groundwater overdraft for the Coachella Valley region. However, desalination requires complicated technologies and is a high energy consuming technology. Desalination offers many potential benefits including: increases water supply and reliability during drought periods, reduced dependency on imported supplies by developing a local supply source, protection of public health, and facilitates more recycling and reuse, given the lower salinity of the source. MSWD does not anticipate the future use of desalinated water within its service area, as the backbone facilities and infrastructure needed for desalination are not economically feasible.[100]

4.3.2.6 Water Exchanges and Transfers

The District has not entered into any agreements for the transfer or exchange of water. However, the District cooperates with DWA and MWD for the Desert Water Agency/Coachella Valley Water District (DWCV) SWP Table A Transfer and the DWCV Advance Delivery Program.[101]

4.3.3 Summary of Water Supply Sources

MSWD currently receives 100 percent of its water supply from groundwater production and does not purchase imported water from a water wholesaler. However, CVWD and DWA are remediating the overdraft condition of the groundwater in the Upper Coachella Valley by replenishment with Colorado River and SWP Exchange Water from MWD. District groundwater meets all Federal and State primary and secondary water quality standards without treatment (other than chlorination for disinfection), with the exceptions that groundwater from Well Nos. 26A and 34 is treated at each well site to meet the primary water quality standard for uranium. Construction of the RWRF is in progress and expected to be operational in late 2023, with tertiary treatment facilities for recycled water to be included in a subsequent

[99] 2020 Coachella Valley RUWMP, p. 8-17
[100] 2020 Coachella Valley RUWMP, p. 8-19
[101] 2020 Coachella Valley RUWMP, p. 8-19

phase and anticipated to accommodate a recycled water demand of 1,210 AFY. Projected District water supplies through 2045 are shown in **Table 4-12**.[102]

Table 4-12
Current and Projected Water Supplies

Water Supply Source	Additional Detail	Projected Water Supply				
		2025	2030	2035	2040	2045
Groundwater (not desalinated)	All Subbasins	8,996	9,754	10,513	11,504	12,495
Recycled Water		0	1,210	2,200	3,600	5,000
Total:		**8,996**	**10,964**	**12,713**	**15,104**	**17,495**

4.4 Analysis of Water Supply and Demand

As noted herein, the supply and demand analyses for the Viento Development are based in large part on the 2020 Coachella Valley RUWMP and the 2020 MC Alternative Plan Update. The 2020 Coachella Valley RUWMP was prepared in accordance with the Urban Water Management Planning Act, as most recently amended by SBx7-7. Among other analyses, the 2020 Coachella Valley RUWMP and the 2020 MC Alternative Plan Update identified total projected water demands, and demonstrate that total projected water supplies will be sufficient to meet those demands through 2045 and beyond. Also discussed above, the 2020 MC Alternative Plan Update found that by continuing the ongoing projects and management actions (PMAs) and implementing the planned Near-term and Future PMAs the MCSB can maintain sustainable groundwater levels through the planning period (2045). In fact, the Near-term Projects are the only PMAs required to maintain sustainability, but Future Projects may address additional demands past 2045.[103]

As outlined in the Sections above, water conservation is a major component of future water management in the Coachella Valley. As presented above, MSWD is committed to reducing their per capita urban water demand in accordance with SBx7-7. In addition, MSWD's 2009 Water Efficient Landscape Guidelines establish effective water efficient landscape requirements for newly installed and rehabilitated landscapes and reduce demands.

All water delivered to end users is obtained from the groundwater basin, which is continuously recharged with both natural and supplemental imported supplies as

[102] 2020 Coachella Valley RUWMP, p. 8-21
[103] 2020 MC Alternative Plan Update, p. 8-24

discussed above. As provided throughout this WSA, and in the 2020 MC Alternative Plan Update, the managed basin is capable of ensuring a sufficient and sustainable water supply to meet existing water demands and the demands associated with projected growth throughout the region (specifically including MSWD's service area and the proposed Viento Development) during normal, single-dry and multiple-dry periods throughout the 20-year projection and beyond. In addition, CVWD, DWA and MSWD developed many PMAs to maximize the water resources available to them including recharge of its Colorado River and SWP supplies, recycled water, and various conservation measures, such as tiered water rates, a landscaping ordinance, turf rebates, low flow fixture rebates, water efficient appliance rebates, outreach and education. The 2020 MC Alternative Plan Update and DWA/CVWD replenishment assessment programs, in which MSWD fully participates, establish a comprehensive and managed effort to eliminate the overuse of local groundwater supplies.

The analysis herein evaluates whether the total projected water supplies available to MSWD, by virtue of its membership and participation in the regional efforts as outlined in the 2020 MC Alternative Plan Update, are sufficient to meet the water demands of the Viento Development, in addition to other existing and planned future uses within MSWD's service area. The supply and demand assessment includes three scenarios over the 20-year projection as required by SB 610: normal water years, single-dry years, and multiple-dry years. As presented in **Section 3**, MSWD's water demands are projected to grow from 8,269 AFY in 2020 to 17,495 AFY in 2045. As shown in **Section 2**, the estimated Project demands are 144 AFY, representing approximately 1.7 percent of MSWD's projected growth. **Tables 4-13, 4-14, and 4-15** outline the water supply and demand scenarios for normal, single-dry and multiple-dry years respectively. As described in the 2020 Coachella Valley RUWMP, it is expected that conservation programs will prevent an increase in demands during single dry-year and multiple dry-year supply scenarios.

Table 4-13

Normal Water Year Supply and Demand Comparison (AFY)

	2025	2030	2035	2040	2045
Supply Totals	8,996	10,874	12,713	15,104	17,495
Demand Totals	8,996	10,874	12,713	15,104	17,495
Difference	0	0	0	0	0

Table 4-14
Single-Dry Year Supply and Demand Comparison (AFY)

	2025	2030	2035	2040	2045
Supply Totals	8,996	10,874	12,713	15,104	17,495
Demand Totals	8,996	10,874	12,713	15,104	17,495
Difference	0	0	0	0	0

Table 4-15
Multiple-Dry Year Supply and Demand Comparison (AFY)

		2025	2030	2035	2040	2045
Multiple-Dry Year First Year Supply	**Supply totals**	8,996	10,874	12,713	15,104	17,495
	Demand totals	8,996	10,874	12,713	15,104	17,495
	Difference	0	0	0	0	0
Multiple-Dry Year Second Year Supply	**Supply totals**	8,996	10,874	12,713	15,104	17,495
	Demand totals	8,996	10,874	12,713	15,104	17,495
	Difference	0	0	0	0	0
Multiple-Dry Year Third Year Supply	**Supply totals**	8,996	10,874	12,713	15,104	17,495
	Demand totals	8,996	10,874	12,713	15,104	17,495
	Difference	0	0	0	0	0
Multiple-Dry Year Fourth Year Supply	**Supply totals**	8,996	10,874	12,713	15,104	17,495
	Demand totals	8,996	10,874	12,713	15,104	17,495
	Difference	0	0	0	0	0
Multiple-Dry Year Fifth Year Supply[5]	**Supply totals**	8,996	10,874	12,713	15,104	17,495
	Demand totals	8,996	10,874	12,713	15,104	17,495
	Difference	0	0	0	0	0

Note: Recycled water used for groundwater recharge is presented as a supply and a demand for consistency with DWR reporting framework.

Note: The 2020 Coachella Valley RUWMP participating agencies collaborate on groundwater management plans for long-term sustainability. During a normal year, single-dry year, or five-dry year period, the agencies could produce additional groundwater if demands exceeded the estimates shown here.

4.5 Conclusions

The water supply for the proposed Viento Development Project will be the MCSB and GHSA in the Coachella Valley with natural and supplemental water supplies that are recharged to the Basin on an ongoing basis. Groundwater storage will be used in dry years to support potential differences between demands and supply. The groundwater basin has a capacity of approximately 2.6 million acre-feet and is estimated to contain about 1.4 million acre-feet of groundwater, simulating the benefits of a very large conjunctive use reservoir. It is capable of meeting the water demands of the surrounding communities for extended periods during normal, single-dry and multiple-dry year conditions.

As discussed in the 2020 MC Alternative Plan Update, the 2020 Coachella Valley RUWMP, and this WSA; CVWD, DWA and MSWD have many programs to maximize the water resources available, including but not limited to recharge of the basin using Colorado River and SWP supplies, direct use and recharge of recycled water, and comprehensive water conservation practices such as tiered water rates, landscaping ordinances, rebates for efficient water use materials and equipment, outreach and education. The DWA/CVWD groundwater replenishment programs establish a comprehensive and managed effort to reduce and eliminate overuse of local groundwater resources. These programs allow MSWD, CVWD, and DWA to maintain the groundwater basin as its primary water supply and to recharge the groundwater basin as its other supplies are available and needed to meet existing and projected demands within its overall service areas.

Based on the information, analysis, and conclusions documented in this WSA, substantial evidence exists to support a determination that the total projected water supplies available to MSWD during normal, single dry, and multiple dry water years during a 20-year projection are sufficient to meet the projected water demand associated with the proposed Viento Development Project, in addition to MSWD's existing and planned future uses, including commercial and industrial uses. This conclusion is based on the volume of water available in the regional aquifer, MSWD's current and planned local water management programs and projects, and DWA and CVWD's current and planned local and regional management programs and water supply projects to supplement and sustain regional groundwater supplies. Additionally, MSWD, CVWD, and DWA have committed sufficient resources to further implement the primary elements of the 2020 Coachella Valley RUWMP and the 2020 MC Alternative Plan Update, including source substitution, water conservation, and purchases of additional water supplies. Furthermore, as set forth in this WSA and the Viento Development plans, the Project will incorporate various water conservation elements adopted by MSWD in accordance with SBx7-7. These include conservation

elements for indoor and outdoor water uses throughout the Project. These efforts may further reduce the ultimate water demands of the Project.

As provided by Water Code section 10914, nothing in this WSA is intended to create a right or entitlement to water service or any specific level of water service, and nothing herein is intended to impose, expand or limit any duty concerning MSWD's obligation to provide certain levels of service to existing or future potential customers.[104] MSWD retains the right, in its sole discretion, to evaluate from time to time, whether the projected demands associated with the Project continue to fall within MSWD's forecasted demand or planned future uses.

[104] Water Code § 10914(a)-(b).

SECTION 5
WATER SUPPLY VERIFICATION

5.1 General

The Viento Development is proposing a total of 630,844 square feet of a single-story e-commerce warehouse and distribution center for consumer products on approximately 93.89 acres and is therefore pursuant to the Subdivision Map Act as the requirements of Senate Bill 221. Further discussion can be found in **Section 1.1**.

5.2 Water Source

The Project's residential and commercial water demands are proposed to be provided by groundwater. The Water Supply Verification (WSV) addresses: (1) information included in the 2020 Coachella Valley RUWMP; (2) issues related to groundwater recharge of non-groundwater sources, namely Colorado River water and SWP Exchange Water; and (3) consideration of the litigation regarding the Quantification Settlement Agreement.

5.3 Supporting Documentation

The WSV relies on the 2020 Coachella valley RUWMP, as permitted by Government Code 66473.7(c).

5.4 Factors of Reliability

5.4.1 General

Government Code 66473.7(a) requires that when determining "sufficient water supply", the following factors be considered:

- The availability of water supply over a historical record of at least 20 years
- The applicability of MSWD's Water Shortage Contingency Analysis which includes actions to be undertaken by the public water system in response to water supply shortages.
- The reduction of water supply to a specific user by ordinance or resolution.
- The reasonable amount of groundwater supply that can be relied upon, considering its natural sources as well as the supporting recharge sources within agreements for Colorado River water and SWP Exchange Water.

5.4.2 Historical Availability of Supply

MSWD currently receives 100 percent of its water supply from the subbasins within the Coachella Valley Groundwater Basin, which underlies the District's water service area. While none of the groundwater basins in the Coachella Valley are adjudicated, both the Mission Creek Subbasin (MCSB) and Indio Subbasin (ISB) have been identified under the and the Sustainable Groundwater Management Act (SGMA) as medium-priority basins. Nevertheless, there are no legal agreements limiting MSWD's pumping from any of the subbasins. The District has been dependent upon groundwater as its only source of domestic water supply for several decades. The 2020 Coachella Valley RUWMP reviewed the historical use of water in the District. In 2020, MSWD total groundwater production was 8,268 acre-feet and current (2022) groundwater production is at approximately 7,969 acre-feet annually. Deliveries of Colorado River water and MWD SWP Exchange Water help offset the groundwater use. As of 2020, CVWD receives 402,800 AFY of Colorado River water deliveries under the QSA.[105] In addition, SWP deliveries were 39,471 AFY to the Coachella Valley in 2020.

5.4.3 Water Shortage Contingency

The MSWD has developed a Water Shortage Contingency Plan and is discussed in its 2020 Coachella Valley RUWMP. As detailed in the 2020 Coachella Valley RUWMP, during water shortages, the District has the ability to meet its demands by applying Water Conservation Stages. MSWD, and the other RUWMP participating agencies, have elected to use the six standard shortage levels included in guidance documents prepared by DWR. The six standard water shortage levels correspond to progressively increasing estimated shortage conditions (up to 10-, 20-, 30-, 40-, 50-percent, and greater than 50-percent shortage compared to the normal reliability condition). The Water Conservation Stages and action is summarized in **Table 5-1**.

[105] 2020 Coachella Valley RUWMP, p. 3-11

Table 5-1
Water Shortage Contingency Plan

Stage	Percent Supply Reduction	Description	Shortage Response Actions
1	Up to 10%	Normal water supplies	Mandatory prohibitions defined by the state, ongoing rebate programs
2	Up to 20%	Slightly limited water supplies	Outdoor water use restrictions on time of day, increased water waste patrols
3	Up to 30%	Moderately limited water supplies	Outdoor water use restrictions on days per week, restrictions on filling swimming pools
4	Up to 40%	Limited water supplies	Limits on new landscaping, expanded public information campaign
5	Up to 50%	Significantly limited water Supplies	Limits on watering of parks or school grounds
6	Greater than 50%	Severe shortage or catastrophic incident	No potable water use for outdoor purposes

The General Manager of the District shall monitor supply and demand for water on a daily basis and determine the level of the Water Conservation Stage needed. The Manager shall notify the Board of Directors of the implementation as well as the termination of the stages.

5.4.4 Reduction of Water Supply

There are no expected reductions in the water supply. This is based on, among other things, the volume of water available in the regional aquifer, MSWD's current and planned local water management programs and projects, and DWA and CVWD's current and planned local and regional management programs and water supply projects to supplement and sustain regional groundwater supplies. Additionally, MSWD, CVWD, and DWA have committed sufficient resources to further implement the primary elements of the 2020 Coachella Valley RUWMP and the 2020 MC Alternative Plan Update, including source substitution, water conservation, and purchases of additional water supplies.

5.4.5 SWP and Colorado River Water

The Coachella Valley Groundwater Basin has the capacity to meet the Project's needs and future demands presented in the 2020 Coachella Valley RUWMP and the 2020 MC Alternative Plan Update. If additional conservation and/or supply limitations are necessary, the Project would adhere to any and all limitations associated with this potential reduction in supply.

5.5 Impacts to Other Projects

The Viento Development is within the projected water demands of the 2020 Coachella Valley RUWMP and should not have a significant impact on other potable and non-potable water user. In addition, the Project will not affect the water supply for future projects.

The Project will comply with MSWD's Water Efficient Landscaping Guidelines. Based on the findings of the WSV, it is expected that the impacts to the groundwater basin are fully mitigated.

5.6 Rights to Groundwater

While none of the groundwater basins in the Coachella Valley are adjudicated, both the MCSB and ISB have been identified under the Sustainable Groundwater Management Act (SGMA) as medium-priority basins. Nevertheless, there are no legal agreements limiting MSWD's pumping from any of the subbasins. The District has been dependent upon groundwater as its only source of domestic water supply for several decades and can continue to do so for needed supply of the Project.

5.7 Verification

This WSV provides verification that adequate water supply for the Project is available, as required by California Government Code Section 66473.7.

SECTION 6
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SECTION 7
ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
AF	Acre Feet
AFY	Acre Feet per Year
APA	Administrative Procedure Act
BDCP	Bay Delta Conservation Plan
BIOps	Biological Opinions
BOR	Bureau of Reclamation
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CIP	Capital Improvement Plan
CR	Colorado River
CRA	Colorado River Aqueduct
CUWCC	California Urban Water Conservation Council
CVAG	Coachella Valley Association of Governments
CVP	Central Valley Project
CVRWMG	Coachella Valley Regional Water Management Group
CVSC	Coachella Valley Stormwater Channel
CVWD	Coachella Valley Water District
CVWMP	Coachella Valley Water Management Plan
CWA	Coachella Water Authority
CWC	California Water Code
DFW	Department of Fish and Wildlife
DHS	Desert Hot Springs
DHSSB	Desert Hot Springs Subbasin
DMM	Demand Management Measures
DWR	California Department of Water Resources
EIS	Environmental Impact Statement
ESA	Endangered Species Act
FWS	Fish and Wildlife Service
GHSA	Garnet Hill Subarea
GPCD	Gallons per Capita per Day
GPD	Gallons per Day
GPM	Gallons per Minute
HDR	High Density Residential
ID	Improvement District
IID	Imperial Irrigation District
IRWMP	Integrated Regional Water Management Plan
ISB	Indio Subbasin
IWA	Indio Water Authority

LAFCO	Local Agency Formation Commission
LDR	Low Density Residential
MCL	Maximum Contaminant Limit
MCSB	Mission Creek Subbasin
MDR	Medium Density Residential
MG	Million Gallons
MGD	Million Gallons per Day
MOU	Memorandum of Understanding
MU	Mixed Use
MVP	Mid-Valley Pipeline
MWD	Metropolitan Water District of Southern California
NEPA	National Environmental Policy Act
NMFS	National Marine Fisheries Service
PEIR	Programmatic Environmental Impact Report
PPR	Present Perfected Rights
PVID	Palo Verde Irrigation District
PWS	Public Water System
QSA	Quantification Settlement Agreement
RAC	Replenishment Assessment Charge
RCTLMA	Riverside County Transportation and Land Management Agency
RO	Reverse Osmosis
RPA	Reasonable and Prudent Alternative
RUWMP	Regional Urban Water Management Plan
RV	Recreational Vehicle
SB	Senate Bill
SCADA	Supervisory Control and Data Acquisition
SCAG	Southern California Association of Governments
SCH	State Clearinghouse
SDCWA	San Diego County Water Authority
SGPSB	San Gorgonio Pass Subbasin
SOI	Sphere of Influence
SPEIR	Subsequent Programmatic Environment Impact Report
SWP	State Water Project
SWRCB	State Water Resources Control Board
UWMP	Urban Water Management Plan
VLDR	Very Low Density Residential
VSD	Valley Sanitary District
WRP	Water Reclamation Plant
WSA	Water Supply Assessment
YCWA	Yuba County Water Agency

AGENDA REPORT

REGULAR BOARD MEETING AUGUST 15 & 19, 2024

DIRECTOR REPORTS – MEETINGS AND EVENTS FOR JULY 2024

DIRECTOR REPORTS
(Per GC 53232.3(d) brief reports on meetings attended for which a daily stipend was claimed)

Date	Event	Attendees
7/2/2024	DHS CITY COUNCIL MEETING	MARTIN
7/2/2024	DWA BOARD MEETING	GRIFFITH
7/9/2024	RIVCO BOARD OF SUPERVISORS MEETING	SEWELL
7/9/2024	CVWD BOARD MEETING	DUFF
7/12/2024	GCVCC LEGISLATIVE BREAKFAST	SEWELL
7/16/2024	DHS CITY COUNCIL MEETING	MARTIN
7/16/2024	DWA BOARD MEETING	GRIFFITH
7/17/2024	BIA MIXER	MARTIN
7/17/2024	GCVCC LUNCH CLUB	SEWELL
7/24/2024	SAN GORGONIO PASS WATER ALLIANCE MEETING	DUFF
7/31 – 8/2/2024	CASA CONFERENCE	MARTIN, SEWELL, DUFF

(OTHER) MEETINGS ATTENDED *(*no daily stipend was claimed*)

Date	Event	Attendees

AUGUST 2024



GENERAL MANAGER'S REPORT

MSWD
Mission Springs Water District

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ENGINEERING DIVISION

Engineering Department

Below is a list of Capital Projects and status updates for July 2024.

Well 42 Project
Following Board approval in July 2024, a contract amendment was executed with the contractor, Layne Christensen) for the downhole rehabilitation. The contractor is scheduled to resume construction by mid-August 2024.

Well 22 Rehabilitation
Staff is currently working with the contractor, Canyon Springs Enterprises, on scheduling the project and a Notice to Proceed was issued. Staff will begin receiving material submittals for review and approval.

Water and Wastewater System Comprehensive Master Plan Updates
Staff and consultants continued progress on evaluating the future demands and system needs, as well as finalizing the master plans and capital improvement programs. Staff anticipates completing the plans and presenting them to the Board in the coming weeks.

AD-18 – GQPP Sewer Project Area "D3"
The design consultant, AECOM, continued progress on the design updates for the sewer project. The 90% design update is scheduled for completion in August 2024.

AD-18 – GQPP Sewer Project Areas "A" & "G"
The Army Corps of Engineers design consultant, Genterra, is in the process of preparing the 95% design. The 95% design package is scheduled for completion by August 31, 2024.

Well 34 Rehabilitation
Construction continued and is on track for completion in August 2024. Both Booster Pumps 1 and 2 have been installed with new pumping components and repaired motors. Staff is working with the contractor to schedule installation of the water flush system.

Viento Development Project Water Supply Assessment and Verification
Staff and the developer's engineer completed their review of the draft Water Supply Assessment and Verification. Comments have been returned to the consultant to be addressed. Staff will bring the final Water Supply Assessment and Verification to the Board for approval in August 2024.

Rancho Descanso Tract 38200 – Housing Development
The developer's contractor has completed the final paving. The contractor continues work to raise the water valves to finish grade and pouring concrete collars. In August 2024, the contractor will raise the sewer manholes to finish grade and pour the concrete collars. MSWD's contract inspector, TKE Engineering, has been inspecting and verifying the work meets MSWD construction standards.

Tropical Storm Hilary Waterline Replacement Projects at 13th Avenue, Thomas Avenue, and Mission Lakes Boulevard

Construction on both the 13th Avenue and Thomas Avenue waterlines is completed, and the new waterlines are in service. The contractor, Tri-Star Construction, began construction on the Mission Lakes Boulevard waterline crossing and is expected to be completed by the end of August 2024.



Skyborne Village II – Housing Development

The developer's contractor has completed all improvements and expects sign-off from the District following inspection of the final punch list items in August 2024.

Skyborne Village III – Housing Development

The developer's contractor is making progress with sewer main installation on Rainbow Lane, East Parkwalk Lane, Highwing Street, North Star Lane, Starloft Circle, Easement #1, and South Parkwalk Lane, totaling 4,791.57 linear feet. The contractor is also making progress with water main installation on Rainbow Lane, South Parkwalk Lane, and Hopewell Lane totaling 1,644.74 linear feet. MSWD's contract inspector, MWH Construction, hhas been inspecting and verifying the work meets MSWD construction standards.

PODS Storage

The developer's contractor began construction of the water and sewer system improvements. MSWD's contract inspector, TKE Engineering, has been inspecting and verifying that work meets MSWD's construction standards.

Regional Water Reclamation Facility

The Project Team continued responding to RFIs and processing change orders and payment requests submitted by the contractor, JF Shea Construction.

The JF Shea Construction completed construction on the Regional Water Reclamation Facility (RWRF) and has achieved the substantial completion milestone and has demobilized from the site. Following completion of the Conveyance Line project, JF Shea Construction will be back on-site to complete wastewater startup, testing, and commissioning.

The monitoring well contractor, Yellow Jacket Drilling, is expected to mobilize and complete construction of the third and final required monitoring well following approval of their contract change order by the Board in August 2024. Thereafter, the closeout report regarding Waste Discharge Requirement Special Provision F.3. for RWRF Groundwater Monitoring will be submitted to the Regional Water Quality Control Board (RWQCB).

The Project Team continues to coordinate with the State Water Resources Control Board (SWRCB) on the SRF/Grant funding agreement and reimbursement requests.

RWRF Conveyance Line

The Project Team continued responding to RFIs and processing change orders and payment requests submitted by the contractor, Downing Construction.

The contractor completed all construction of the force main and gravity sewer, including final paving, signage, and striping. The gravity sewer portion across the SCE transmission crossing still remains.

Staff continues to coordinate with SCE to resolve the easement issue along Little Morongo Road south of 18th Avenue.

Area M2 Sewer Collection System (AD-15)

Staff continues to monitor approval of the final bid package with the SWRCB. Staff plans to bid the project following the SWRCB's approval.

RWRF Roadway Design (19th Avenue, Little Morongo Road, and 20th Avenue)

The consultant continued progress on the 90% design. Staff expects to receive the 90% design package in August 2024 for plan check.



Water Resources Department

Below is a list of water resources related activities for June 2024.

Integrated Regional Water Management Planning

The Coachella Valley Regional Water Management Group (CVRWMG) met to discuss on-going grant funded projects and upcoming grant opportunities. The CVRWMG implements the Integrated Regional Water Management (IRWM) Plan for the Coachella Valley IRWM Region.

The CVRWMG continued to discuss the Urban Water Use Efficiency and Conservation Regulations and Chromium-6 Regulations. The CVRWMG agencies completed quarterly reporting to the California Department of Water Resources (DWR).

Mission Creek Subbasin Sustainable Groundwater Management Act Compliance

DWR issued their approval for the 2022 Alternative Plan Update for the Mission Creek Subbasin. The Mission Creek Water Management Committee is reviewing the comments and suggestions for the next plan update issued by DWR.

Indio Subbasin Sustainable Groundwater Management Act Compliance

DWR issued their approval for the 2022 Alternative Plan Update for the Indio Subbasin.

Salt and Nutrient Management Planning

The consultant issued the draft Task 2 Technical Memorandum (TM) – Characterize Groundwater Quality and Task 4 TM – Technical Approach for Forecasting TDS/N in Groundwater reports for review and comment by the Technical Advisory Committee and Steering Committee. Staff is in the process of completing their review.

Staff attended both the Technical Advisory Committee and Steering Committee meeting focused on discussing TM 2 and TM 4.



FINANCE DIVISION

Customer Service Department

New Bill Redesign Project

The redesign of our bills is progressing. Our service provider, InfoSend, recently provided mockup bill samples. Staff is currently reviewing these samples and preparing for a detailed discussion with the Director of Finance regarding design specifications and mapping requirements.

Staff will be scheduling a meeting with InfoSend to finalize design specifications and mapping details and will provide feedback to InfoSend based on the discussion and review outcomes. InfoSend will require a minimum of 60 days to finalize scope (i.e. mockup, design revision, mapping, etc.) We will need to ensure design and data alignment meet lockbox requirements to avoid billing issues.

The new design offers an opportunity to enhance customer satisfaction through improved clarity and aesthetics of billing statements. There is also the potential to streamline the billing process and reduce errors and billing inquiries.

Financial Reconciliation of Sewer Prepayments/Sewer Charges Placed on Tax Roll

Staff is finalizing the reconciliation of sewer prepayments collected for May, June, and July 2024. Staff has collected approximately $783,000 and is in the process of verifying daily payment records for appropriate accounting entries, and resolving any discrepancies identified during the reconciliation process.

Staff is finalizing the sewer charges to be placed on the 2024/2025 Secured Annual Tax Bill of approximately $5.8 million and is in the process of finalizing charge calculations of sewer and Utility User Tax (UUT) tax, ensuring the accuracy of the data, and preparing documentation for submission to Wildan. The Director of Finance will have final review before submission.

Cross-Training in Billing Review

We have initiated a cross-training program currently focused on the billing processes. The object is to provide skill diversification in our team to perform the billing process independently and increase overall department efficiency by enabling staff to handle a wider range of tasks.

Staff is currently conducting regular training sessions to ensure staff are proficient in the billing process; developing comprehensive training materials that cover billing systems, error identification, and resolution techniques; and providing staff with practical experience through billing scenarios and review exercises. Upcoming initiatives include Microsoft Excel training.

Call into the Customer Service Department

Most calls received by the Customer Service department are related to payment plans, bill assistance information, demand/lien release requests, new property start/stop service, and account balance requests. The table below provides a summary of the number of calls by category received by the Customer Service staff.

Customer Request	Total for July 2024	Total for FY 2025
Water Waste	0	0
High Bill / Service Line Leak	7	7
No Water	6	6
Disconnections	110	110
Reconnections	75	75
Service Transfers	101	101
High / Low Pressure	10	10
Water Quality	0	0
Other / Miscellaneous	115	115

WaterSmart Portal

WaterSmart Analytics data provides a comprehensive overview of leaks detected and automated alerts sent to MSWD customers. All customers are encouraged to sign up in the WaterSmart Portal to access bills and leak alerts. The table below provides a summary of the number of customers who have registered in the WaterSmart Portal.

WaterSmart Portal	Total for July 2024	Overall Total
Registered Customer Accounts	143	7,668

Billing

During July 2024, Customer Service reviewed a total of 15,554 bills.

Bill Type	Total Bill Count for July 2024	Total Bill Amount for July 2024
Regular Bills	11,070	$939,829.78
Delinquent Bills	4,336	$1,405,014.98
Closing Bills	148	$9,415.13
Delinquent Closing	-	-
Total	**15,554**	**$2,354,259.89**

Delinquency Service Statistics

Staff continued to reach out to customers with delinquent accounts to provide information for assistance and repayment options to avoid disconnection. The table below summarizes the activities of Customer Service staff regarding delinquent accounts.

Delinquency Service	Total for July 2024	Total for FY 2025
Auto-Dialer Calls	204	204
Door Hangers	31	31

Customer Bill Assistance

The District continues to facilitate bill assistance programs for the benefit of its customers. The United Way Customer Bill Assistance Program continues to be utilized by those customers who need assistance for one billing period annually, paying $100 per approved customer. The table below summarizes the results of the customer bill assistance programs administered by the Customer Service staff.

Assistance Program	Total Assistance in July 2024	Total Assistance in FY 2025
United Way of the Desert	$100.00	$100.00

Installment Payment Plans

The District continues to assist customers with delinquent bills by facilitating installment payment for the benefit of its customers. The table below summarizes the results of the installment payment plans administered by the Customer Service staff.

Total Active Payment Plans	Payment Plan Original Balance	Remaining Balance to be Collected
163	$206,427.93	$64,349.94

Refunds

There was a total of 59 customer account refunds totaling $4,233.11 resulting from closed accounts for the month of July 2024.

Account Type	Total Refund Count for July 2024	Total Refund Amount for July 2024
Customer Refunds	55	$2,094.41
Construction Meter Refunds	4	$2,138.70
Total	**59**	**$4,233.11**

Liens

Customer Service identified 24 accounts that were 90 days past due requiring Lien filing. Likewise, 10 Release of Liens were issued after securing payment for outstanding balances on past due accounts.

Lien Type	Total Lien Count for July 2024
Lien Recordings	24
Lien Releases	10



Finance & Accounting Department

The Finance and Accounting Department continues to work with its vendors to complete the yearly and necessary tasks to meet State and Federal reporting requirements and the strategic goals established by the MSWD Board of Directors. Below are project highlights and summaries for July 2024.

Payroll

Staff finalized the transfer of the Lincoln Financial Deferred Compensation Plan to the new Alliance Program. All payroll items were transferred without any issue. Additionally, the following procedures were completed in the month of July 2024:

- Entered the new fiscal year's CalPERS contribution changes for the District and employees.
    - Classic Employees pay 4% of their earnings into PERS.
    - PEPRA Employees pay 7.75% of their earnings and have a contribution limit of $151,446.00.
- The Board approved changes to the Employee Handbook to change the employee incentive and education pay from regular pay to other pay in order to be consistent with State requirements.
- Payroll continues to struggle with employee evaluations being turned in late, requiring retro pay on employees' salaries. This creates extra work when reporting payroll to CalPERS as all previously submitted payrolls have to be called back and updated to the date the retro pay is effective.

Budget

The Board of Directors approved the FY 2025 budget and the operating amounts for the individual budget items were uploaded. The new Capital Improvement Projects were also created and augmented those that were already approved.

The Budget Document was submitted for the GFOA Certificate of Excellence.

Budget Transfers for 2024 totaled $30,300:

MISSION SPRINGS WATER DISTRICT - 10:31:23 08-08-24 Page: 1 of 1
(PBG48.FBG65) LISTING OF BUDGET TRANSFERS FOR FISCAL YEAR 2024

FISCAL YEAR	BID	DESCRIPTION OF EXPENDITURE G/L NUMBER	TRANSFER DATE	TRANSFER AMOUNT	TO BID	TRANSFER TO DESCRIPTION	TRANS TO GL NUMBER	APPROVAL
2024	703	ADMINISTRATIVE SUPPORT - 101-5120-56011-000 TEMP HELP	07-15-2024	3,000.00	694	QUATERLY PRINT NEWSLETTER AND BILLING INSERTS	101-5120-56021-000	MACY
2024	703	ADMINISTRATIVE SUPPORT - 101-5120-56011-000 TEMP HELP	07-15-2024	7,000.00	702	GENERAL CONSULTING	101-5120-56011-000	MACY
2024	614	OFFICE SUPPLIES 101-5060-53021-000	07-18-2024	350.00	608	DESERT VALLEY DISPOSAL - ADM	101-5020-56601-000	MACY
2024	626	"ASBESTOS PIPE TRANSPORT, 201-5460-56011-000 DIS"	07-18-2024	1,000.00	621	FIELD SERVICE SUPPLIES	201-5460-53005-000	MACY
2024	882	DUMP FEES CORP YARD 201-5460-56621-000	07-18-2024	550.00	627	DESERT VALLEY DISPOSAL - DIS	201-5460-56621-000	MACY
2024	603	TEMPORARY STAFF 301-5640-56011-000	07-24-2024	1,000.00	588	ROUTINE LABORATORY TESTING	301-5640-56011-000	MACY
2024	844	WELL/BOOSTER INSPECTION 201-5440-56011-000 AND MAINTENANCE PROGRAM	07-24-2024	17,000.00	857	EQUIPMENT REPAIRS - PRODUCTION	201-5440-53381-000	MACY
2024	703	ADMINISTRATIVE SUPPORT - 101-5120-56011-000 TEMP HELP	08-01-2024	200.00	678	PROMO ITEMS	101-5120-53005-000	MACY
2024	703	ADMINISTRATIVE SUPPORT - 101-5120-56011-000 TEMP HELP	08-01-2024	200.00	681	EVENT RELATED EXPENSES	101-5120-53005-000	MACY
TOTAL				30,300.00				
9 records listed								

Budget Transfers for 2025 totaled $90,000:

MISSION SPRINGS WATER DISTRICT - 10:38:18 08-08-24
(PBG48:FBG65) LISTING OF BUDGET TRANSFERS FOR FISCAL YEAR 2025

Page: 1 of 1

FISCAL YEAR	BID	DESCRIPTION OF EXPENDITURE	G/L NUMBER	TRANSFER DATE	TRANSFER AMOUNT	TO BID	TRANSFER TO DESCRIPTION	TRANS TO GL NUMBER	APPROVAL
2025	334	LEGAL	101-5300-70001-000	08-01-2024	90,000.00	210	REIMBURSEMENTS AND SETTLEMENTS	101-5380-51959-000	MACY
TOTAL					90,000.00				
1 record listed									

Finance

The Director of Finance continues to work with the General Manager from Monte Vista Water District through the CSDA mentorship program.

The Director of Finance continues to work with the outside business analyst on the grants and preparation of the Regional Grant reimbursement submittals.

The Director of Finance continues to work with accounting on new GASB pronouncements that affect the District in the current year.

Current Work Priorities

The Accounting Department continues to adjust workflow without the Accounting Manager who resigned June 20, 2024. No qualified job applications have been received for this position.

Accounting continues to support other departments as needed:

- Engineering
  - Reimbursable job was created to track all the expenses related to New Development projects, for:
    - McCluan Apartments.
    - Thunderbird Estates.
- Operations
  - Accounting continues to support operations on reimbursable jobs that need to be billed for. These include primarily damage to District property where a police report was filed.
- Human Resources
  - Accounting continues to work with HR to update employee information related to new hires and CalPERS appointments.
  - Other work involved Boot Reimbursements, Direct Deposit Changes, and the Off Work Requests.
- Customer Service
  - Accounting worked with Customer Service on the Sewer Charges Pre-payments to reconcile the amounts prepaid against the annual sewer fees.
  - Processing multiple customer refunds for amounts owed after the accounts were closed.
  - Processed two refunds to J.F. Shea for the construction meters that were pulled from the Regional Plant site.

Cash

Total cash receipts for the month of July 2024 amounted to $1,815,410, primarily from normal water and sewer customer account payments.

Cash Disbursements for the month of July amounted to $4,028,609 with the largest payments made to:

Entity	Amount
CalPERS Unfunded Liability Prepayment	$678,441
J.F. Shea Construction	$503,727
Net Payroll	$347,954
Layne Christensen Company	$233,658
Legend Pump & Well Service	$225,816
Downing Construction	$174,045
Southern California Edison	$137,942

Financial Statement

A year-to-date summary of the District's financial position for Fiscal Year 2024-2025, in addition to a comparison to the previous fiscal year, can be found in Appendix A.

Capital Improvement Program

The District maintains a 5-year Capital Improvement Program that includes water and sewer infrastructure, facilities, equipment, and fleet. A year-to-date summary of the District's Capital Improvement Program for Fiscal Year 2024-2025 can be found in Appendix A.



Innovation & Technology Department

The Innovation and Technology (IT) Department continues to work with staff and vendors to achieve technological enhancement and meet innovation goals established by the MSWD Board of Directors. Below are project highlights and summaries for July 2024.

Department Updates

- The IT Department continues to assist Timmons Group on the setup of the new GIS infrastructure for the upcoming asset management and work order management system.

Technology Improvements

- IT supported Public Affairs in the roll out of the employee intranet.
- IT worked with the Wastewater team to bring the surveillance cameras online at the new Wright Regional Water Reclamation Facility (RWRF). Work continues on the cameral alignment, configuration, and alert creation.
- Additional necessary network equipment was ordered for the Wright RWRF, including new managed network switches for the surveillance system and the office.
- Cybersecurity improvements continue to be made to improve District security.
- Desktop computers and laptop upgrades continue as needed.

On-Going Cyber Security Training

IT continues the monthly anti-phishing training scenarios with staff and Board members. Staff have been diligent in reporting suspicious emails or contacting the IT Manager for review of suspicious emails before acting.

Cyber Security News Roundup

The IT Department tracks trends in cyber security to note new opportunities for security and new concerns to defend against. The news below is a brief selection intended for informational purposes and provides no insight to the District's cyber security controls.

- The Biden administration has banned Kaspersky antivirus software in the U.S., citing national security concerns related to potential exploitation by the Russian government. The ban, effective from July 20, 2024, prohibits Kaspersky from providing antivirus products and updates to U.S. customers, who must transition to alternative security solutions by September 29, 2024. (Bleeping Computer)

Intelesys IT Support

The District receives IT services and support through Intelesys. The Intelesys Monthly Client Report for July 2024 activities can be found in Appendix B.

Purchasing Department

Staff continues to source sanitization supplies to ensure wipes, hand sanitizer, and disinfectants are available to all District buildings and vehicles for the safety of the staff.

Price increases and supply chain issues continue to surface within our industry. Specifically, PVC pipe and fittings, ductile iron pipe and service brass fittings, restraints, hydrants, and valves, as well as many other products, are experiencing significant shortages that could lead to extended lead times. Along with these supply chain problems, pricing continues to escalate. These problems exist with both domestic and import materials. Staff will continue to monitor the situation and perform due diligence in getting all the material that is needed to maintain the water systems.

Total inventory purchases were $24,626.26, and the total issued for use by field crews totaled $39,635.31, for July.



OPERATIONS & MAINTENANCE DIVISION

Construction & Maintenance Department

Water Line Locations

Staff completed approximately 397 water line location requests using iPads and the GeoViewer Mobile app to streamline and manage line locations.





Water System Repairs/Replacement

Staff continued to repair and replace components of the water distribution system keeping it in optimum working order and properly functioning without any interruption. Below is a summary of the repairs and replacements completed in July 2024.

- 11 water service lines were replaced with copper.
- 12 service line leaks were repaired.
- Three mainline leaks were repaired.
- Two fire hydrants were repaired.

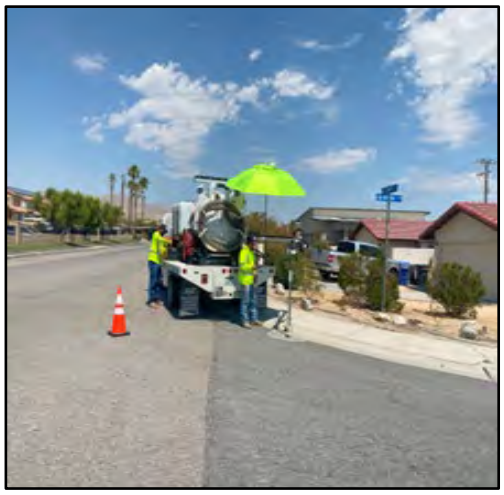




Water System Maintenance

Staff continued to implement preventative maintenance and inspection programs to keep the water distribution system in optimal working order and properly functioning without any interruption. Below is a summary of the maintenance completed in July 2024.

- 96 ground valves were exercised.
- 157 fire hydrants were flushed, maintained, and painted.
- Zero air-release valves were inspected and/or rebuilt. Annual air-release valve maintenance has been completed.
- One Cla-Val valve was repaired.
- Eight blow-offs were flushed.





CMMS Workorder Program

A total of 26 work orders were processed in July 2024 using the CMMS program.

New Water Meter Service Installation

Staff installed 11 new water service lines in July 2024.

Fire Flow Testing

Staff continued performing field fire flow tests for the Engineering Department. Eight fire flow tests were conducted in July 2024 for the Engineering Department.





Fleet & Facility Maintenance Department

Janitorial Services

The janitorial contractor, Premier Properties, will continue to clean and disinfect all District buildings. Routine disinfection along with janitorial services are performed two times per week on Tuesday and Friday.

Building Maintenance

Staff completed the following building maintenance during the month of July 2024:

- Repaired four leaks in the Well 25 irrigation line.
- Repaired 12 leaks in the Well 27/31 irrigation line.
- Repaired five leaks in the Two Bunch reservoir irrigation line.
- Repaired one leak in the Quail Reservoir irrigation pipe.
- Replaced a broken sprinkler riser in the High Northridge irrigation.
- Fabricated and painted the last of the fire hydrant locks from the current batch. These are being made in response to the recent increase in water theft from fire hydrants.
- Moved bookcases for April Scott and Dori Petee in the Administration Building.
- Replaced damaged electrical plug cover in the Administration Building.
- Relocated failed fire extinguisher mount in the Annex Building.
- Hung posters in Amanda Lucas' and Oriana Hoffert's offices at the Administration Building.
- Due to one of the Administration Building AC units that controls the south end of the first floor needing repair/replacement, staff installed portable AC units and security bars in windows of the following offices: Oriana, GM, Dori, and Arturo. Currently, we have the HVAC maintenance contract out to bid on PlanetBids.
- Replaced three lightbulbs in the northeast corner of front office in the Administration Building.
- Performed bi-weekly cleanup of Old Stores.
- Relocated chlorine drums, containment platforms, and applicable signage to a shaded area at the Corporate Yard to reduce premature degradation caused by the extreme heat.
- Removed a broken key from the Corporate Yard Breakroom front door and lubricated lock.
- Replaced DEF barrel in Corporate Yard shop.
- Backfilled holes on the Corporate Yard south fence line using cold mix asphalt to improve security.
- Cut up and disposed of the old power gate that was damaged at the Corporate Yard for recycling.
- Replaced empty oxygen bottle from #399 in the Corporate Yard shop.
- Hung clock in Oriana Hoffert's office in the Administration Building.
- Repaired an irrigation leak at the Administration Building next to main walkway.
- Repaired hole in AC ducting for front office at the Administration Building.
- Replaced broken toilet handle in upstairs men's restroom in the Administration Building.

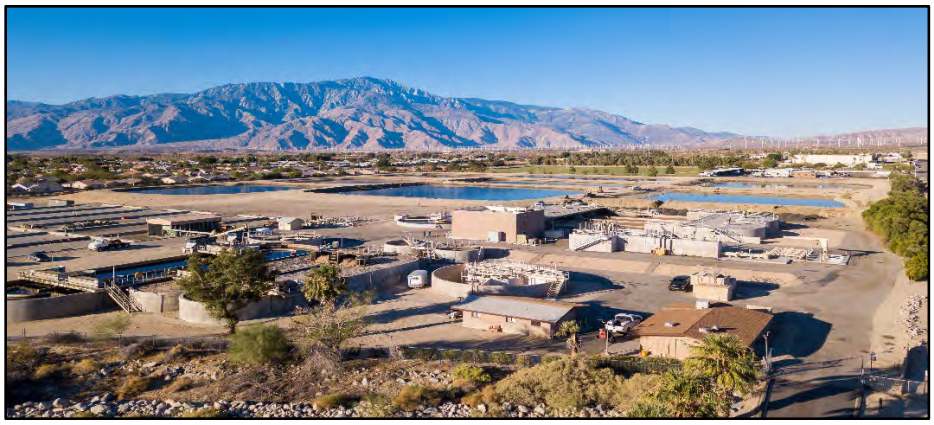
- Replaced both damaged flags at the Administration Building.
- Checked the temperature coming out of the AC registers of the front office at the Annex Building to ensure the AC is cooling correctly.
- Installed new Ring camera at Horton Wastewater Treatment Plant for added security.

Standby Generator Monthly Maintenance Program

Monthly testing is conducted to ensure that all generators are in good working order and ready for use when needed. There were no issues with the generators this month.

Fleet Maintenance/Repairs

- Unit 410 had the reverse camera inspected and a hole in the left front tire patched.
- Backhoe Trailer 395 had all four tires on the right side replaced.
- Unit 432 had all zerk fittings greased.
- Unit 442 had the vice mount fabricated and installed.
- Unit 433 had the windshield wipers replaced.
- Unit 389 had the driver grab handle replaced, a manual DPF Regen performed, and was taken into Palm Springs Motors for an exhaust leak repair.
- Unit 398 had the front and rear inner tires replaced at Desert Tire.
- Unit 418 had a PM service performed, cabin filter changed, a front-end noise inspection, tire rotation, and all lug nuts replaced.
- Unit 416 had a PM service performed, all fluids/filters changed, and ripper teeth replaced.
- Unit 425 had a failed hydraulic line replaced onsite by RDO Technician.
- Units 421 and 412 had holes patched in the right front and right rear, respectively.
- Unit 385 had plates welded to spoil deflector, installed a failed high pressure water line and a missing tool stay replaced.
- Unit 409 had missing U-Bolts replaced on rear axle and corrosion on trailer plug cleaned.
- Unit 117 had a missing tool stay replaced, suction tube repaired, and a failed unloader valve replaced.
- Unit 424 had a PM service performed.
- Unit 435 had a front brake inspection performed, and parts ordered from dealer for replacement.



Field Services Department

WaterSmart / Neptune 360

Staff routinely reviews continuous and high usage on customer accounts and makes contact through the portal, phone, email, or in person, making them aware of potential issues. The following is the number of contacts made this month:

Contact Type	Total for July 2024	Total for FY 2025
Continuous Usage	87	87
High Usage (>Normal)	17	17
Reverse Flow	0	0
Total	**94**	**94**

Water Loss

Staff started speaking with the two fire station captains to improve on regular communication and collaboration in working together to address and record water use generated by activities like filling fire trucks from hydrants and conducting training exercises throughout the City of Desert Hot Springs. This collaborative effort will improve water loss recording.

- Fire Station #36 (Pierson Blvd. & Promenade Dr.) – Staff installed a temporary construction meter in the back parking lot to keep track of water loss when they fill their fire trucks at the fire station.
- Fire Station #37 (West Dr. & Pierson Blvd.) – Staff was not able to install a temporary construction meter (to track water loss) on the premises due to no hydrant on property. On July 24,2024, Engine Captain, Jason Escandel, called to provide us with information regarding a training activity they were performing on July 25, 2024, utilizing a nearby hydrant (to track water loss).

AMI Gateway Maintenance

On June 27, 2024, Ferguson Waterworks visited eight District sites and performed a thorough audit of every AMI gateway, including looking for wear and damage, weatherproofing connections, and sweep-testing cables and antennas. On July 24, 2024, documents and study findings were made available. All final repairs are expected to be completed by August 2024.

- Well 34 – Passed with good standard operating condition with no signs of premature wearing.
- Well 28 – Passed with good standard operating condition with no signs of premature wearing.
- Well 25A – Failures of the cable and antenna were noted. Antennas and new cables will be replaced as required.
- Gateway Reservoir – Failures of the UPS and a dead battery were noted. Battery and fuses will be replaced as required.
- Low Northridge Reservoir – Passed with good standard operating condition with no signs of premature wearing.

- Highland Reservoir – Passed with good standard operating condition with no signs of premature wearing.
- Woodbridge Reservoir – Passed with good standard operating condition with no signs of premature wearing.
- Overhill Reservoir – Failures of the cable and antenna were noted. Antennas and new cables will be replaced as required.









Wastewater Collection Department

Sanitary Sewer Overflows (SSOs)

There were no Sanitary Sewer Overflows (SSOs) in the collection system during July 2024. Using the CCTV truck, staff found an area of mainline sewer pipe that had a possibility for an SSO. Staff jetted the line to remove a large root ball and reinspected it to show flow was back to normal operations.





Dos Palmas Lift Station

Operators conducted daily site visits to ensure proper pump operation, SCADA (Supervisory Control and Data Acquisition) system functionality, and site security.

Staff complete a confined space entry into the lift station to adjust and clean the floats.





Sewer Line Locations

Staff completed 400 sewer line location requests using iPads and the GeoViewer mobile application to streamline and manage line locations.

Sewer Line/Collections Maintenance

- Staff completed 48 CCTV inspections, totaling 10,613 feet in July 2024.
- Staff cleaned 3,274 feet of sewer mainline in July 2024.

Wastewater Treatment & Disposal Department

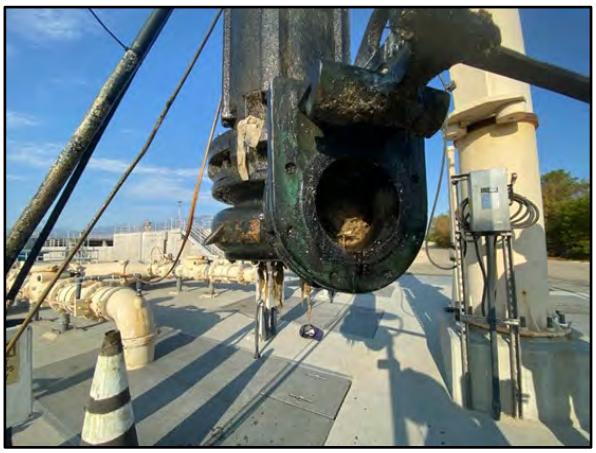
Plant Maintenance

Staff spent 508.25-man hours performing routine plant maintenance, equipment maintenance, and plant operations at the Horton and Desert Crest Wastewater Treatment Plants (WWTPs). Also, during this timeframe staff spent 108.2-man hours operating the sludge belt filter press, including filling and removing 14 trailers of sludge from the Horton and Desert Crest WWTPs.

Staff continued routine maintenance removing rags from the headworks auger, aeration tanks, RAS pumps, grit pumps, etc.

Staff had an issue with Influent Pump 1 at the Horton WWTP. Staff pulled the pump to inspect it, and the pump was ragged up. This is the first time a Vaughan chopper pump has ragged up since they were installed in the early part of 2022.





Staff installed the new replacement grinder for the belt press. The grinder helps protect the Seepex sludge pump and cuts up rags so they do not get stuck within the belt press.





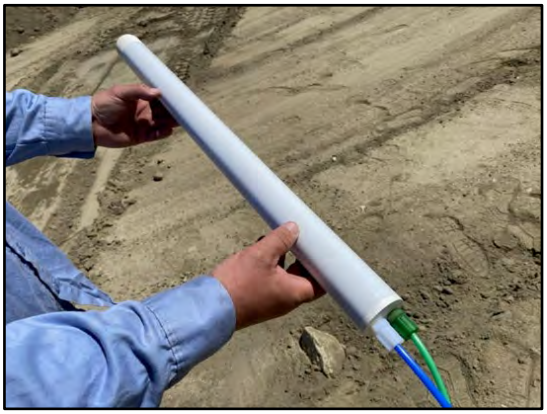


Staff had an issue with one of the hydraulic hoses for the belt press that sprung a leak. Staff removed and replaced both hydraulic hoses putting the belt press back in normal operation.





Staff had a member of West Yost out at the facility to help install lysimeters in Ponds 1, 6, and 8. The goal of the lysimeter sampling is to be able to sample groundwater ten feet below the base of the ponds to see if the soil is removing nitrogen.









Sampling and Laboratory

Staff collected 54 samples and spent 108-man hours performing laboratory duties and analysis for process control and regulatory reporting purposes. Both plants are producing an effluent that meets the District's permit discharge requirements.

Pond Maintenance

Ponds 1, 2, 3, 4, 5, 6, 7, and 8 were cleaned and rehabilitated during July 2024. With the warm temperatures and high winds, staff continue seeing algae blooms in the ponds causing issues for percolation. Staff will be keeping the ponds online for no more than 2 weeks at a time to try and prevent algae from coating the bottom of the ponds.





Weekly Wastewater Training

The training courses aim to provide all operators with consistent knowledge and a better understanding of processes, including operating equipment more proficiently. This training helps keep operators safe while completing maintenance. A summary of this month's training includes:

- Pond Lysimeter Sampling – Nitrogen Study Wastewater Training
- SCADA – Tips and Tricks
- Quality Assurance Manual

Nancy Wright RWRF Startup Training

Staff have continued training on various equipment throughout the Nancy Wright RWRF.



Wastewater Report

Through continued development in the Desert Hot Springs area, and at the request of new consumers, sanitary services are always being added to the collection system. Below is a summary of new sanitary service connections by month.

New Sanitary Service Connections to Collection System					
Fiscal Year	**2024/25**	**2023/24**	**2022/23**	**2021/22**	**2020/21**
July	9	4	4	18	8
August		12	26	20	4
September		17	20	20	5
October		3	13	36	9
November		7	8	29	50
December		21	8	12	9
January		2	35	14	21
February		1	4	7	23
March		1	24	17	48
April		7	16	7	18
May		8	9	16	17
June		0	4	2	21
Total	**9**	**83**	**171**	**198**	**233**

Additional sanitary service connection information is provided in Appendix C.

The following table shows the average daily flow and peak daily flow for the Horton WWTP, Desert Crest WWTP, and Wright RWRF.

Wastewater Flow (MGD)						
Fiscal Year 2024/25	**Horton WWTP**		**Desert Crest WWTP**		**Wright RWRF**	
	Average Daily Flow	**Peak 24-Hour Flow**	**Average Daily Flow**	**Peak 24-Hour Flow**	**Average Daily Flow**	**Peak 24-Hour Flow**
July	2.065945	2.184078	0.039738	0.046230	0.000000	0.000000
August						
September						
October						
November						
December						
January						
February						
March						
April						
May						
June						

Additional wastewater flow information is provided in Appendix C.

Water Production Department

Water Pumped/Produced

During the month of July 2024, the District's three public water systems produced the following volume of water:

- MSWD (CA3310008) – 918.49 Acre Feet (299.29 MG)
- West Palm Springs Village (CA3310078) – 12.29 Acre Feet (4.20 MG)
- Palm Springs Crest (CA3310081) – 7.69 Acre Feet (2.50 MG)

Water Sampling/Testing

- Bacteriological Sampling – Staff collected 50 routine samples in the MSWD system, four routine samples in the ID-E area which includes the West Palm Springs Village (WPSV) and Palm Springs Crest (PSC) systems, and four well samples in ID-E.
- Staff collected 16 general physical samples in the MSWD system and two general physical samples in ID-E.
- Well 26A Uranium Treatment (IXP) Sampling – The monthly uranium sampling was completed on July 1, 2024.
- Monthly Reporting – The District's Monthly Coliform Monitoring Report for July 2024 for all three water systems was sent to the SWRCB on August 2, 2024.
- Chromium-6 Sampling – Staff collected weekly Chromium-6 sampling for July 2024. This is to collect more data points as we consider our treatment and compliance requirements.

Chlorination System Updates

- Chlorination Pumps – Staff conducted routine maintenance and inspections on all chlorine pumps and related equipment at well sites. Staff made necessary adjustments, repairing and/or rebuilding to ensure proper operation. Most chlorinator pumps continue to function properly, with only typical preventative maintenance required (i.e., repair of cracked chlorination suction/feed tubing).
- Chlorinator Pump Cleaning – Staff began cleaning all chlorinators two times per month with a vinegar-based solution to reduce chlorinator issues. All the chlorine pumps were cleaned twice during the month of July 2024.
- Sodium Hypochlorite (Chlorine) Usage – During the month of July 2024, a total of 2,626 gallons of chlorine (12.5% solution strength) was used to disinfect the distribution system and our production facilities. (Reflects usage in the MSWD and ID-E water systems.)
- Chlorine Storage Relocation – To prevent premature chlorine degradation, staff relocated the chlorine storage to the carport area at the Corporate Yard. This location provides more shade for the stored chlorine.
- Chlorine Residuals at Production Well Sites – In July 2024, the Production staff checked and documented the chlorine residuals at all wells in use 237 times. The average chlorine residual of these readings was 0.91 ppm. (This data reflects the MSWD and ID-E water systems.)
- Distribution System Chlorine Residuals – During the month of July 2024, the Production staff checked and documented the chlorine residuals throughout the distribution system a total of 77 times. The average chlorine residual of these readings is 0.76 ppm. (This data reflects the MSWD and ID-E water systems.)

Well Soundings

Staff continued to sound the groundwater levels for 13 production wells and nine monitoring wells. Staff aim to complete these by the 15th of each month. Note: Well 34 is still off-line and staff are unable to collect the sounding data for this month.

Water Production Facility Updates

Staff oversees all water production sites, making necessary adjustments. They conduct monthly overflow maintenance as needed by climbing reservoirs. Staff also inspects reservoir roofs using a drone.

- Gateway Fire Pump Monthly Testing – Staff performed the monthly fire pump testing on July 21, 2024. All systems functioned properly. Water loss data was captured and entered onto our water loss tracking worksheet**.**
- Vista Res. Booster Station – The booster pumps for the hydro system have given us some issues with air/vapor locking, thus preventing flow. Staff have corrected this issue by replacing a leaking fitting that was allowing air to be sucked into the impellers. This was corrected on July 18, 2024.
- Wells 26 and 27 Production Meters – The water production meters were replaced on July 16, 2024. These meters were producing erroneous readings and incorrectly displayed the flow totals. We upgraded the meters to the UltraMag meter with a ProComm head. This will allow us to track the totalizer via SCADA for more efficient monitoring and reporting.





- Well 31 – As previously reported, the pump was recently repaired due to excessive pump noise. The pump has been repaired and is now back in service as of July 9, 2024.
- Portable Generator Usage – There was a brief (2-3 hour) electrical outage at the Overhill and Gateway booster stations on July 9, 2024. Generators were deployed to ensure continued water production.

- Well 24 – The well is offline due to a vibration, and the pump equipment is currently out of the well and being evaluated. After a recent downhole inspection, staff is considering that it may be best to run this well to failure due to the condition of certain areas of the well casing. We are working with contractors to bring this well back into operation as soon as possible. The well equipment installation began on July 18, 2024, by Southwest Pump and Drilling. The well repairs were completed and put into service on July 30, 2024.



- Low Northridge Booster Station – Booster Pump 2 failed due to an electrical issue on July 11, 2024. Staff quickly contacted a contractor to assess the failure and ordered the necessary parts to be repaired. The repair was made on July 19, 2024.





- Low Northridge Reservoir – A new altitude valve (Cla-Val valve) has been received and is pending installation. This valve is used for reservoir water level control. The existing valve is over 30 years old and much of the valve body is deteriorating. Additionally, the existing valve is hydraulically controlled, and the new valve uses an electrically operated solenoid pilot system. The upgrade/conversion was determined necessary to allow for greater set-point control via SCADA. Staff plans to install this valve during the week of August 12th.



Well 33 Solar Site

Staff continues to monitor the performance of the solar system. However, MSWD is still working with Kenwood Energy to review past maintenance reports and the current condition of the facility. They are also helping prepare an RFP for an O&M service contract. Kenwood Energy has reached out to TotalEnergies requesting maintenance data and repair log.



Water Report

Through continued development in the Desert Hot Springs area and at the request of new customers, water services are always being added. Below is a summary of new water services added each month.

New Service Connections to the Water System					
Fiscal Year	**2024/25**	**2023/24**	**2022/23**	**2021/22**	**2020/21**
July	9	5	6	18	7
August		14	28	19	6
September		19	22	23	18
October		4	16	33	13
November		9	10	27	10
December		5	9	9	2
January		5	26	14	15
February		3	14	8	13
March		6	29	19	16
April		11	24	6	11
May		9	16	19	15
June		3	5	1	24
Total	**9**	**93**	**205**	**196**	**150**

Additional water service connection information is provided in Appendix C.

As expected, the new water services increase the amount of water needed to be pumped; however, the weather and water conservation continue to be the primary factor in MSWD water production. The following table summarizes the MSWD water production by month.

Monthly Water Production (AF)							
	FY 2024/25	**Variance from Prior Year**		**FY 2023/24**	**FY 2022/23**	**FY 2021/22**	**FY 2020/21**
		AF	**%**				
July	939.07	149.08	18.87	751.79	796.57	857.77	853.23
August				850.19	839.93	885.31	795.18
September				716.03	738.65	784.80	757.08
October				691.98	665.18	755.84	709.39
November				599.39	679.85	690.13	619.87
December				554.27	565.48	588.32	537.23
January				530.39	580.28	537.96	553.20
February				490.41	527.34	495.61	520.85
March				500.37	601.44	625.80	557.73
April				552.34	624.07	649.34	573.02
May				726.25	745.36	723.62	698.99
June				682.09	730.02	761.63	806.02
Total	**939.07**	**149.08**	**18.87**	**7,645.50**	**8,094.17**	**8,356.13**	**7,981.79**

Additional water production information is provided in Appendix C.

PUBLIC AFFAIRS

Past & Upcoming Sponsorships / Events

MSWD Blood Drive: July 10, 2024



Mission Springs Water District partnered with LifeStream Blood Bank to host a summer blood drive; these events continue to be successful, with MSWD employees and community members signing up to give. MSWD will host another donation opportunity on September 11, 2024, honoring and remembering those that perished on that fateful day.

CVCAN Membership Appreciation Party: June 11, 2024

MSWD was a proud sponsor of CVCAN's Membership Appreciation Party, which was held at Miracle Springs Villa. Leaders in the community and members mingled and shared ideas for the coming year.

MSWD Water Talks: July 24, 2024



On July 24, 2024, MSWD proudly hosted the General Manager of the Coachella Valley Mosquito and Vector Control, Jeremy Wittie, as a guest speaker during our monthly Water Talks presentation. Wittie gave participants a general overview of Mosquito and Vector Control, including its role and responsibility and the importance of their role in protecting the health of the community.

CASA Annual Conference: July 31 – August 2, 2024

General Manager Brian Macy, Board President Ivan Sewell, Board Director Amber Duff, and Board Director Russel Martin attended the California Association of Sanitation Agencies which hosted its annual conference. Topics included pending legislation impacting wastewater providers and innovation and trends in the wastewater field.

Desert Water Agency Board Meeting: August 6, 2024

General Manager Brian Macy and Assistant General Manager Marion Champion presented at the Desert Water Agency monthly board meeting highlighting the accomplishments of the District's Groundwater Quality Protection Program.



ACWA Region 9 Event: August 13, 2024

ACWA Region 9 is hosting an engaging program that will address the pressing workforce challenges of the water industry. Tomorrow's Talent Founder Dr. Dale Marsden will offer a keynote titled, "Innovating the Water Workforce: What if we could build an intergenerational talent pipeline for the next 100 years?"

Urban Water Institute Annual Conference: August 21 – 23, 2024

Leading water experts will deliver presentations on today's most pressing water management issues, representing a broad range of expertise and non-partisan perspectives.

If any other events occur throughout the month, they will be communicated either from the Public Affairs team or Dori Petee.

Youth & Education Programs

2025 Calendar Contest

MSWD is launching the annual calendar drawing contest – calling for student artwork focused on conservation & groundwater protection. The contest is taking place through October 2, 2024. The contest is open to all K-12 students at schools within the MSWD service area. Each student may submit one drawing that should focus on one message. Twelve winners will have their water conservation or groundwater protection drawings published in the District's 2025 community calendar.



DHS Recreation Center Summer Camp

In partnership with the Desert Hot Springs Recreation Center, MSWD presented eight water education and activity sessions to students this summer as part of the Recreation Center's summer programming. This year's summer program featured water, and what better way than to have MSWD join in and help share our love for all things water? All students received a specially designed refillable MSWD water bottle to keep.





2023 – 2024 Mission Springs LivingWise® Program

The Mission Springs LivingWise® Program, a school-based energy efficiency education program, is designed to generate immediate and long-term resource savings by bringing interactive, real-world education home to students and their families. The 2023-2024 program was taught in 6th grade throughout the SoCalGas & Mission Springs Service Territory.

The Mission Springs LivingWise® Program team identifies and enrolls students and teachers within the designated service area. The program physically begins with classroom discussions using a Student Guide that provides the foundations of using energy and water efficiently. It is followed by hands-on, creative, problem-solving activities led by the classroom teacher. In addition to educating students and their parents, a primary program goal is to generate cost-effective energy and water savings. Student home surveys not only provided the data used in the savings projections, but also reinforced the learning benefits.



A full report is included in Appendix E

Public & Media Outreach

MSWD Rebate Program July

The public affairs team launched the "Use Less, Save More" rebate social media campaign promoting water conservation. The available rebates are clothes washing machines, toilets, smart irrigation controllers, and turf replacement.

"Use less and save more!! 💧 Exciting and newly enhanced rebate offerings promoting water conservation are now available, you can contribute to a more sustainable future and save money!"









2023 Consumer Confidence Report (CCR) Water Quality Report

MSWD complies with regulations requiring the annual publication of a Consumer Confidence Report on water quality. It provides source water analysis, performance on water quality standards, and other information regarding the quality of our water supply. The Water Quality Report, sent to customers each year by July 1, is also available for download in English and Spanish on the website.





Customer Newsletter

Our July 2024 Water Matters newsletter featured information about MSWD's Summer Intern Program, the 2023 Water Quality Report, Understanding Your Bill, and Plass Along Fees. A copy of the newsletter is included in Appendix E.

Smart Irrigation Month July

Each July, Smart Irrigation Month highlights the social, economic, and environmental benefits of efficient irrigation products and services. MSWD focused outreach efforts on smart controller rebates, and turf removal rebates through district social media posts, paid advertising, and HOA partnerships with Skyborne in townSq, and Mission Lakes Country Club providing newsletter articles focused on smart irrigation and the availability of the rebates.

Legislative Update

Federal: Special District Grant Accessibility Act Set for Senate Committee Consideration

The U.S. Senate Homeland Security and Governmental Affairs Committee will resume its Business Meeting on Wednesday morning, July 31, 2024. Among the bills slated for consideration is the Special District Grant Accessibility Act (SDGAA), led by the National Special Districts Coalition (NSDC) of which CSDA is a founding member. SDGAA (H.R. 7525; S. 4673) would codify a first-ever, formal definition of "special district" and would require the White House Office of Management and Budget (OMB) to issue guidance to federal agencies requiring special districts to be recognized as local governments for the purpose of federal financial assistance determinations. MSWD has joined the CSDA coalition supporting this effort.

Additional Federal updates are available in Appendix D.

State: Preparing for the New Indoor Heat Illness Prevention Requirements

On June 20, 2024, the California Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, section 3396, "Heat Illness Prevention in Indoor Places of Employment" to establish required safety measures for indoor places of employment to prevent employee exposure to the risk of heat illness. The Office of Administrative Law (OAL) has 30 working days to review the proposal. The Standards Board requested the regulation to take effect immediately after OAL approval, which may be as early as August 2024.

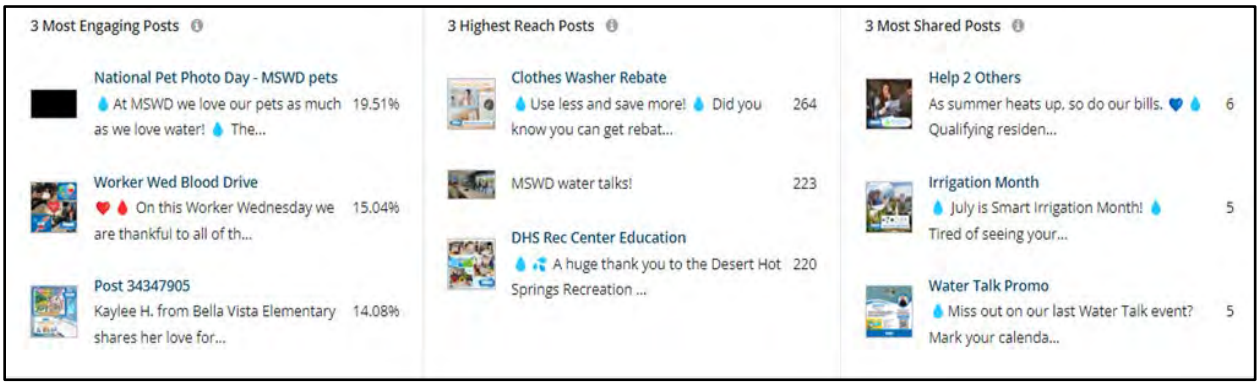
MSWD Digital Advertising

For the month of July 2024, the District featured three Google and Facebook/Instagram ads promoting various MSWD programs. The Google campaign had substantial gains, garnering 348,410 impressions and 1,863 link clicks. Our Facebook ads also had substantial gains, garnering more than 318,504 impressions and 588 link clicks, doubled from the previous month. A full report is included in Appendix E.



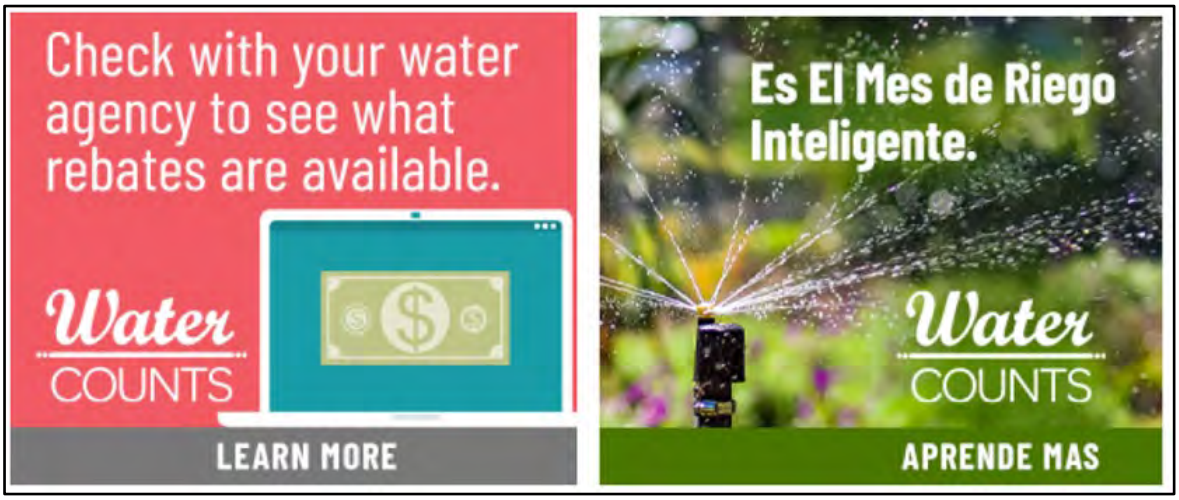
Social Media

A copy of the July 2024 social media report can be found in Appendix E. This report highlights activities and posts on the District's social media platforms. Some of our most engaging posts included the MSWD pets - National Pet Photo Day, Worker Wednesday Blood Drive post, and the July Calendar post. The most shared posts were Help 2 Others Bill Assistance, Smart Irrigation Month / Smart Irrigation Meter Rebate, and Water Talk Promo. The posts with the highest reach were the Clothes Washer Rebate, Water Talk Promo, and the DHS Summer Camp Recreation Center post.



CV Water Counts

The website saw a significant boost in its digital marketing performance throughout July 2024. The Google Ads campaigns achieved 204.94K display ad impressions, 10.38K search ad impressions, and 81.98K video impressions, resulting in 3,779 clicks. The website experienced significant traffic with 3,567 users, 4,913 sessions, and 7,398 pageviews, with the "Conversation Tips" page leading at 4.3K views. Social media engagement was also strong, with Facebook ads reaching 98,841 impressions and Instagram posts garnering 5,388 impressions. These figures indicate effective outreach and growing community engagement in water conservation efforts.



Rebates & Conservation

The Public Affairs team continued to promote rebates and conservation throughout our service territory during July 2024.

Toilet Rebates

The District processed one toilet rebate applications in July 2024, totaling $100.

Turf Rebates

The District did not process any turf rebates in July 2024.

Clothes Washer Rebates

The District processed five clothes washer rebate applications in July 2024, totaling $750.

Smart Controller Rebates

The District processed three smart controller rebate applications in July 2024, totaling $528.44.

Conservation Kits

The District received one request for a conservation kit in July 2024.

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Bottled Water Tracking Report

Date Supplied	Requested By	Event or Purpose	Cases Requested
07/03/2024	City of DHS	Monthly Water Supply	15
07/08/2024	Friends of the DHS Library	Speaker Series & General Meetings	3
07/10/2024	Professional Women in Building	General Meeting	5
07/10/2024	CVCAN	Member Appreciation	8
07/18/2024	First Community Baptist Church	Church Anniversary & Backpack Giveaway	10
07/24/2024	MSWD	Water Talks – DHS Library	1
		Total	**42**

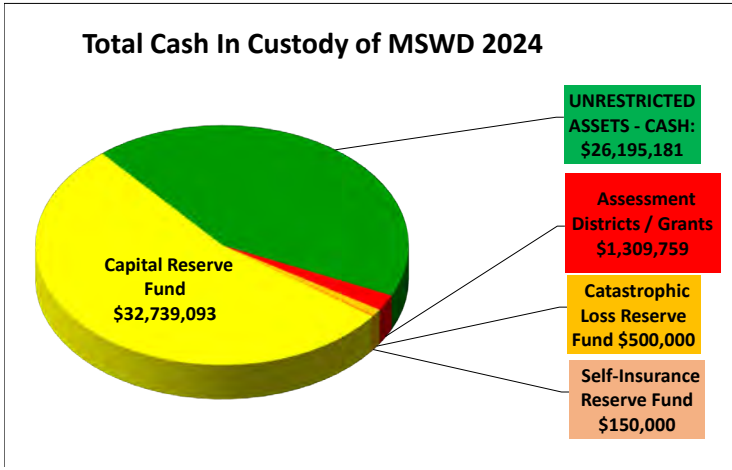
APPENDIX A – Finance & Accounting Information

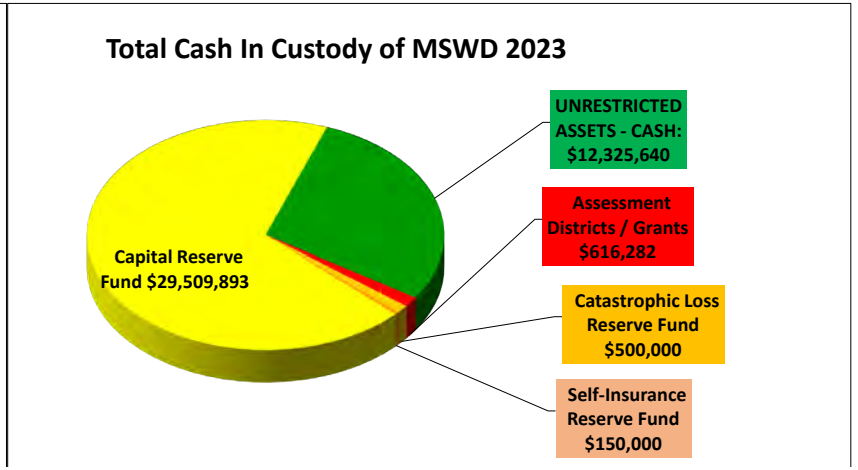
MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
DISTRICT SUMMARY
JULY 1, 2023 TO JUNE 30, 2024

YEAR TO DATE					JULY 1, 2022 TO JUNE 30, 2023			
ACTUAL	BUDGET	FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT	FAVORABLE (UNFAVORABLE) VARIANCE PERCENT		ACTUAL	BUDGET	FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT	FAVORABLE (UNFAVORABLE) VARIANCE PERCENT
20,608,526	21,267,588	(659,062)	-3%	**OPERATING REVENUE:**	20,791,251	21,186,424	(395,173)	-2%
21,544,315	24,373,039	2,828,724	12%	**OPERATING EXPENSE:**	21,421,614	22,818,919	1,397,304	6%
(935,789)	(3,105,451)	2,169,662	70%	**NET OPERATING INCOME**	(630,363)	(1,632,495)	1,002,131	-61%
8,136,424	77,571,194	(69,434,770)	-90%	**ADD NON-OPERATING REVENUE**	29,391,380	29,090,225	301,155	1%
896,098	1,063,877	167,779	16%	**LESS NON-OPERATING EXPENSE**	881,326	1,385,562	504,236	36%
7,240,326	76,507,317	(69,266,991)	-91%	**NET NON-OPERATING INCOME**	28,510,054	27,704,663	805,391	3%
6,304,536	73,401,866	(67,097,330)	-91%	**NET INCOME**	27,879,691	26,072,168	1,807,523	7%

OTHER INFORMATION

		5.75	**DEBT SERVICE RATIO**	9.36		
		1.36%	**INVESTMENT RETURN**	0.35%		
EARNED	$	42,170	**WELLS FARGO LOAN INTEREST**	$ 53,200	**PAID**	
	$	43,101,815	**CASH - JULY 1**	$ 47,763,075		
	$	17,792,218	**INCREASE/(DECREASE) IN CASH**	$ (4,661,260)		
	$	60,894,033	**CASH - END OF PERIOD**	$ 43,101,815		
WELLS FARGO	$	26,195,181	**UNRESTRICTED CASH**	$ 12,325,640	**WELLS FARGO**	
WELLS FARGO	$	2,465,128	**RESTRICTED - ASSESSMENT DISTRICTS**	$ 26,334	**WELLS FARGO**	
CALTRUST	$	7,006,003	**RESTRICTED - SHORT TERM FUND**	$ 6,651,751	**CALTRUST**	
CALTRUST	$	22,427,956	**RESTRICTED - MEDIUM TERM FUND**	$ 21,446,208	**CALTRUST**	
CALTRUST	$	2,799,765	**RESTRICTED - LIQUIDITY FUND**	$ 2,651,882	**CALTRUST**	
	$	60,894,033	**RESTRICTED TOTAL CASH**	$ 43,101,815		





MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - ONGOING
JUNE 30, 2024

JOBNO	PROJECT TITLE	BEG BAL 07-01-2023	YEAR TO DATE 06-30-24	2024 BUDGET	FY 2024 BUDGET TO ACTUAL	TOTAL COST	ADOPTED BUDGET	BALANCE OF BUDGET	DEPARTMENT RESPONSIBLE
11147	WELL #42 (NEAR TO EXISTING WELL # 22)	2,414,627.28	790,786.73	2,210,777.00	1,419,990.27	3,205,414.01	4,973,000.00	1,767,585.99	ENGINEERING
11424	REGIONAL WASTEWATER TREATMENT PLANT	35,733,398.82	15,615,411.79	20,001,215.00	4,385,803.21	51,348,810.61	53,049,300.00	1,700,489.39	ENGINEERING
11425	AREA M-2 (AD #15)	634,711.19	74,623.05	10,819,868.00	10,745,244.95	709,334.24	11,450,000.00	10,740,665.76	ENGINEERING
11426	CONVEYANCE LINE FROM LS TO RWWTP	1,886,431.81	5,191,696.79	7,257,876.00	2,066,179.21	7,078,128.60	8,300,000.00	1,221,871.40	ENGINEERING
11451	CHROMIUM 6 COMPLIANCE STUDY	14,489.48	50,236.71	185,511.00	135,274.29	64,726.19	200,000.00	135,273.81	ENGINEERING
11456	HWWTP INFL. PUMP STATION ODOR CONTROL	647,827.69	142.15	82,745.00	82,602.85	647,969.84	730,000.00	82,030.16	ENGINEERING
11566	DESIGN & ENGINEERING AREAS H & I	332,182.49	4,138.08	129,775.00	125,636.92	336,320.57	460,000.00	123,679.43	ENGINEERING
11610	VISTA RESERVOIR NO. 2	125,979.40	1,048.21	849,448.00	848,399.79	127,027.61	975,427.00	848,399.39	ENGINEERING
11611	WELL REHABILITATION PROGRAM - WELL 22	315,712.46	293,551.76	1,328,219.00	1,034,667.24	609,264.22	1,560,000.00	950,735.78	PRODUCTION
11618	DESIGN & ENGINEERING FOR AREAS A & G	526,554.15	46,552.08	1,099,118.00	1,052,565.92	573,106.23	1,600,000.00	1,026,893.77	ENGINEERING
11621	ADMIN BUILDING	1,523,556.61	307,302.26	16,802,667.00	16,495,364.74	1,830,858.87	33,300,000.00	31,469,141.13	ADMINISTRATION
11657	SEWER SYSTEM COLLECTIONS	560,651.81	355.95	192,873.00	192,517.05	561,007.76	750,000.00	188,992.24	ENGINEERING
11666	EMERGENCY BACKUP GENERATOR WELL 27/31	18,098.29	3,761.27	395,166.00	391,404.73	21,859.56	411,002.00	389,142.44	ENGINEERING
11667	EMERGENCY BACKUP GENERATOR WELL 32	18,008.94	3,758.06	284,230.00	280,471.94	21,767.00	300,331.00	278,564.00	ENGINEERING
11668	EMERGENCY BACKUP GENERATOR WELL 37	18,043.56	3,760.00	284,200.00	280,440.00	21,803.56	300,331.00	278,527.44	ENGINEERING
11716	PORTABLE BOOSTER/TRANSFER PUMP	0.00	148,226.35	180,000.00	31,773.65	148,226.35	180,000.00	31,773.65	PRODUCTION
11717	TRAILER MOUNTED PORTABLE GENERATORS	0.00	487,220.74	537,375.00	50,154.26	487,220.74	537,375.00	50,154.26	CONSTRUCTION & MAINT.
11741	35C WELL REHABILITATION	14,226.50	14,503.09	2,685,773.00	2,671,269.91	28,729.59	2,700,000.00	2,671,270.41	ENGINEERING
11742	34C WELL REHABILITATION	13,269.15	611,046.30	464,997.00	-146,049.30	624,315.45	744,000.00	119,684.55	ENGINEERING
11809	13TH AVE DAMAGE: TSTORM HILARY	0.00	32,051.03	70,000.00	37,948.97	32,051.03	200,000.00	167,948.97	ENGINEERING
11810	THOMAS DR DAMAGE: TSTORM HILARY	0.00	32,630.87	75,000.00	42,369.13	32,630.87	250,000.00	217,369.13	ENGINEERING
11811	INDIAN CANYON DAMAGE: TSTORM HILARY	0.00	17,740.48	230,000.00	212,259.52	17,740.48	230,000.00	212,259.52	ENGINEERING
11813	MISSION LAKES DAMAGE: TSTORM HILARY	0.00	31,451.44	150,000.00	118,548.56	31,451.44	525,000.00	493,548.56	ENGINEERING
11776	ENERGY CONSERVATION AND EFFICIENCY SVCS PLAN	5,614.75	46,841.56	50,000.00	3,158.44	52,456.31	150,000.00	97,543.69	ADMINISTRATION
11743	INSTALL 18-INCH INTERTIE LINE	685.19	2,489.58	1,100,000.00	1,097,510.42	3,174.77	1,100,000.00	1,096,825.23	ENGINEERING
11769	19TH-20TH AVES & LITTLE MORONGO ROADWAY PROJECT	44,736.64	75,492.45	286,768.00	211,275.55	120,229.09	309,000.00	188,770.91	ENGINEERING
11790	2024 - NEW METERS 3/4" - 2"	0.00	308,086.20	350,000.00	41,913.80	308,086.20	350,000.00	41,913.80	FIELD SERVICES
11693	GQPP AREA D3-1 SEWER DESIGN	8,840.75	1,285.87	147,159.00	145,873.13	10,126.62	156,000.00	145,873.38	ENGINEERING
11720	WELL REHAB PROGRAM DESIGN - 2022 FY	53,528.31	15,390.00	66,472.00	51,082.00	68,918.31	120,000.00	51,081.69	PRODUCTION
11837	GIS ESRI - SBITA	0.00	18,196.20	350,000.00	331,803.80	18,196.20	140,000.00	121,803.80	FIELD SERVICES
TOTAL		44,911,175.27	24,229,777.05	68,667,232.00	44,437,454.95	69,140,952.32	126,050,766.00	56,909,813.68	
23 records l									

MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - PAUSED
JUNE 30, 2024

		BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
JOBNO	PROJECT TITLE	07-01-2023	06-30-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
11087	HORTON WWTP EXPANSION #5	152,615.52	0.00	0.00	0.00	152,615.52	13,404,000.00	13,251,384.48	ENGINEERING
11159	1530 ZONE REDBUD TANK #2 LAND AND CONSTR	70,708.46	0.00	9,292.00	9,292.00	70,708.46	80,000.00	9,291.54	ENGINEERING
11205	I-10 & INDIAN SEWER COLLECTION SYSTEM	594,668.44	0.00	57,332.00	57,332.00	594,668.44	652,000.00	57,331.56	ENGINEERING
11472	AREA J-2	293,853.72	0.00	6,146.00	6,146.00	293,853.72	300,000.00	6,146.28	ENGINEERING
11556	HWWTP ASU DEMOLITION	45,077.20	0.00	122,198.00	122,198.00	45,077.20	167,275.00	122,197.80	ENGINEERING
11557	HWWTP PERCOLATION PONDS (2)	350,213.58	0.00	29,786.00	29,786.00	350,213.58	380,000.00	29,786.42	WASTEWATER
11598	BLOCK WALL AT CORP YARD & WASTEWATER FACILITY	1,451.86	0.00	153,548.00	153,548.00	1,451.86	155,000.00	153,548.14	ENGINEERING
11599	BLOCK WALL/FENCE AT TERRACE RESERVOIR	25,947.91	0.00	200,340.00	200,340.00	25,947.91	226,288.00	200,340.09	ENGINEERING
11600	BOOSTER PUMP REHAB PROGRAM	119,375.93	0.00	80,515.00	80,515.00	119,375.93	150,000.00	30,624.07	PRODUCTION
11601	MODULAR ENCL FOR CHLORINE EQUIP AT WELL SITES	88,417.25	0.00	38,018.00	38,018.00	88,417.25	124,180.00	35,762.75	PRODUCTION
11604	PAVEMENT REPAIRS - CORP YARD	43,757.39	0.00	301,818.00	301,818.00	43,757.39	345,575.00	301,817.61	ENGINEERING
11607	TERRACE RESERVOIR NO. 1	30,667.76	0.00	723,675.00	723,675.00	30,667.76	2,754,343.00	2,723,675.24	ENGINEERING
11608	TERRACE RESERVOIR NO. 2	32,374.80	0.00	782,086.00	782,086.00	32,374.80	2,814,461.00	2,782,086.20	ENGINEERING
11609	TERRACE RESERVOIR NO. 3	30,882.54	0.00	330,480.00	330,480.00	30,882.54	2,361,363.00	2,330,480.46	ENGINEERING
11613	HWWTP ABOVE GROUND PIPING & APPURTENANCE REHAB	343.68	0.00	149,656.00	149,656.00	343.68	150,000.00	149,656.32	ENGINEERING
11617	HWWTP SCADA UPGRADES	40,080.36	0.00	94,006.00	94,006.00	40,080.36	129,008.00	88,927.64	WASTEWATER
11622	2020 WATER CIP PIPELINE REPLACEMENT	275,188.54	0.00	1,989,786.00	1,989,786.00	275,188.54	2,264,975.00	1,989,786.46	ENGINEERING
11665	WELL AND RESERVOIR SITES SECURITY CAMERAS	2,366.86	0.00	222,708.00	222,708.00	2,366.86	225,075.00	222,708.14	PRODUCTION
11689	FILTRATION FOR HWWTP	108,952.07	0.00	1,391,082.00	1,391,082.00	108,952.07	1,500,000.00	1,391,047.93	ENGINEERING
11691	MUNICODE WEBSITE	9,021.78	0.00	0.00	0.00	9,021.78	31,000.00	21,978.22	ADMINISTRATION
11692	MUNICODE AGENDA	7,214.25	0.00	0.00	0.00	7,214.25	20,000.00	12,785.75	ADMINISTRATION
11733	ADMINISTRATION OFFICE REPAIRS DRYWL/PAINT	35,339.27	0.00	99,661.00	99,661.00	35,339.27	135,000.00	99,660.73	ADMINISTRATION
TOTAL		2,358,519.17	0.00	6,782,133.00	6,782,133.00	2,358,519.17	28,369,543.00	26,011,023.83	
27 records									

MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - NOT STARTED
JUNE 30, 2024

		BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
JOBNO	PROJECT TITLE	07-01-2023	06-30-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
11460	WELL 29 CHROMIUM 6 TREATMENT DESIGN	0.00	0.00	200,000.00	200,000.00	0.00	200,000.00	200,000.00	ENGINEERING
11719	RESERVOIR REHAB PROGRAM DESIGN - 2022 FY	0.00	0.00	120,000.00	120,000.00	0.00	120,000.00	120,000.00	PRODUCTION
11737	PIERSON BLVD SLURRY SEAL PROJECT	0.00	0.00	183,000.00	183,000.00	0.00	183,000.00	183,000.00	ENGINEERING
11738	RIVERSIDE CTY MOUNTAIN VIEW RESURFACING PROJ	0.00	0.00	33,000.00	33,000.00	0.00	33,000.00	33,000.00	ENGINEERING
11789	WACHS ERV-750 VALVE MACHINE	0.00	0.00	42,000.00	42,000.00	0.00	42,000.00	42,000.00	CONSTRUCTION & MAINT.
11791	ERP SYSTEM REPLACEMENTS	0.00	0.00	1,710,000.00	1,710,000.00	0.00	1,710,000.00	1,710,000.00	INNOVATION & TECHNOLOGY
11812	LITTLE MORONGO DAMAGE: TSTORM HILARY	0.00	0.00	30,000.00	30,000.00	0.00	30,000.00	30,000.00	ENGINEERING
11829	GEHL TH842 TELEHANDLER	0.00	0.00	177,317.00	177,317.00	0.00	177,817.00	177,817.00	WASTEWATER
11830	CASE 570N EP SKIP LOADER	0.00	0.00	124,000.00	124,000.00	0.00	124,500.00	124,500.00	WASTEWATER
11831	JOHN DEERE GATOR TE MODEL (1 OF 2)	0.00	0.00	15,500.00	15,500.00	0.00	16,000.00	16,000.00	WASTEWATER
11832	JOHN DEERE GATOR TX MODEL (2 OF 2)	0.00	0.00	15,500.00	15,500.00	0.00	16,000.00	16,000.00	ENGINEERING
11838	GIS CITYWORKS - SBITA	0.00	0.00	0.00	0.00	0.00	270,000.00	270,000.00	FINANCE
TOTAL		0.00	0.00	2,650,317.00	2,650,317.00	0.00	2,922,317.00	2,922,317.00	
17 records									

MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - COMPLETED
JUNE 30, 2024

		BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
JOBNO	PROJECT TITLE	07-01-2023	06-30-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
10371	SEWER LINE ENCASEMENT I-10 CROSSING @ INDIAN	251,972.22	0.00	0.00	0.00	251,972.22	251,972.00	-0.22	ENGINEERING
10693	WELL SITE-WORSLEY RD NORTH-27 ACRES	39,326.00	0.00	0.00	0.00	39,326.00	39,326.00	0.00	ENGINEERING
10702	WELL SITE WORSLEY-ENV/ENG	2,404.50	0.00	0.00	0.00	2,404.50	2,405.00	0.50	ENGINEERING
10969	PRELIM DESIGN/ENG HORTON WWTP EXP# 5	171,702.93	0.00	0.00	0.00	171,702.93	171,703.00	0.07	ENGINEERING
11032	FINAL DESIGN HORTON WWTP EXP #5	940,340.32	0.00	0.00	0.00	940,340.32	940,340.00	-0.32	ENGINEERING
11076	WELL #38 DESIGN & ENVIRONMENTAL	366,443.48	0.00	0.00	0.00	366,443.48	375,000.00	8,556.52	ENGINEERING
11088	EIR HORTON WWTP EXPANSION #5	71,415.62	0.00	0.00	0.00	71,415.62	71,416.00	0.38	ENGINEERING
11282	MISSION CREEK - 80 ACRES	325,077.18	0.00	0.00	0.00	325,077.18	328,000.00	2,922.82	ENGINEERING
11392	WELL & BOOSTER SCADA ENHANCEMENT	29,207.20	0.00	0.00	0.00	29,207.20	30,000.00	792.80	PRODUCTION
11498	HWWTP PERCOLATION POND REHAB	28,181.34	0.00	0.00	0.00	28,181.34	42,000.00	13,818.66	WASTEWATER
11787	JOHN DEERE 3032E COMPACT UTILITY TRAILER	0.00	30,405.00	32,000.00	1,595.00	30,405.00	32,000.00	1,595.00	WASTEWATER
11788	MUFFIN MONSTER 6" INLINE GRINDER	0.00	16,197.28	15,100.00	-1,097.28	16,197.28	17,100.00	902.72	WASTEWATER
11602	ELECTRICAL PANEL/MOTOR REHAB (3 SITES)	699,854.57	418.06	0.00	-418.06	700,272.63	741,404.00	41,131.37	PRODUCTION
TOTAL		2,925,925.36	47,020.34	47,100.00	79.66	2,972,945.70	3,042,666.00	69,720.30	
8 records									

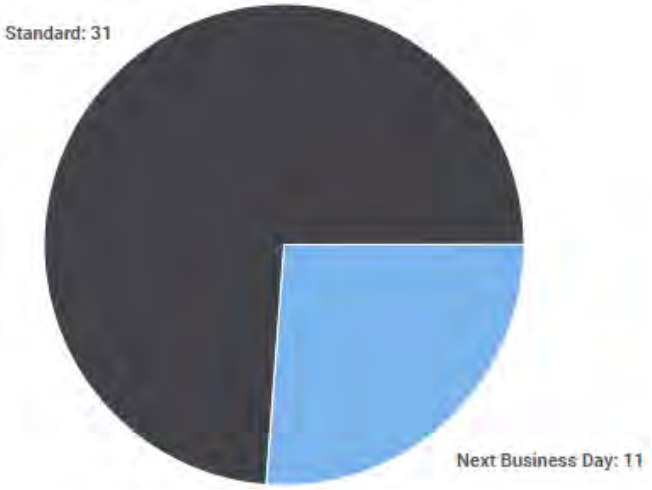
APPENDIX B – Innovation & Technology Information

INTELESYS
IT for Public Sector

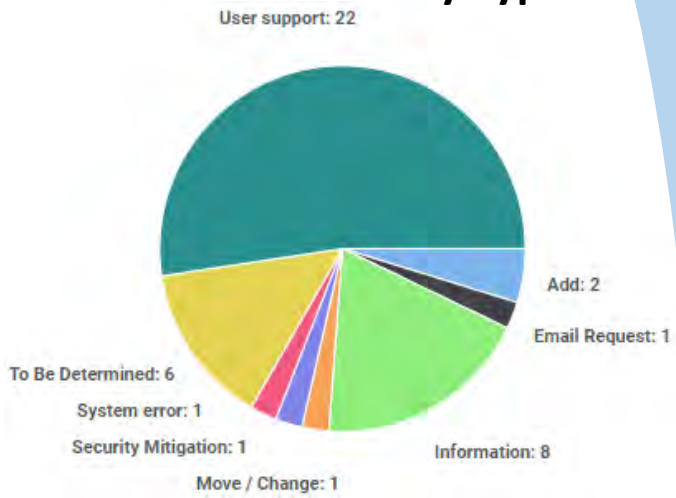
Mission Springs — July, 2024 Client report

Client Activity Report and Analysis

Tickets received by Priority



Tickets received By Type



Client Service Rating	
Overall Satisfaction	N/A
Number of Service Requests	42
Number of Survey Responses	0
Response Rate	0%

Tickets Received	**42**
Tickets Closed	**41**
Ticket MTTR	**7 hr.**

Client Hours — June

Hours on SOs	62
Hours on Projects	10
Meeting Hours	8
TOTAL HOURS	80

securing Technology

INTELESYS
IT for Public Sector

Mission Springs — July, 2024 Client report

July Client Meetings

Meeting Title	Topics	Time Allocated
Weekly Technology Review (During Onboarding)	• Password policy changes • ProofPoint vs Mail Assure • witches pending review with Arturo • RingCentral contract • Duo Multifactor and VPN access	8 hours

Client Pending Projects

Project Title	Purpose
Mail Filter Solution	Protect email from SPAM
Laserfiche Cloud	Migrate to hosted solution— free up local resources
Server Refresh	Replace server host with new equipment due to age

APPENDIX C – Wastewater & Water Production Tables

WASTEWATER REPORT

SEWER CONNECTION SUMMARY														
	2024/25	2023/24	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
July	9	4	4	18	8	7	9	51	2	1	139	2	0	0
August		12	26	20	4	1	8	53	2	4	214	4	0	2
September		17	20	20	5	2	12	8	11	2	90	2	1	0
October		3	13	36	9	4	8	12	4	21	65	8	2	1
November		7	8	29	50	10	9	7	7	1	52	18	7	3
December		21	8	12	9	3	3	64	1	0	86	22	11	2
January		2	35	14	21	7	1	16	8	3	27	3	11	1
February		1	4	7	23	5	1	42	0	3	5	46	6	1
March		1	24	17	48	1	0	23	5	0	31	16	2	1
April		7	16	7	18	3	3	15	30	0	8	95	14	3
May		8	9	16	17	11	3	20	45	7	13	98	3	2
June		0	4	2	21	7	3	6	70	4	4	72	2	0
Annual	**9**	**83**	**171**	**198**	**233**	**61**	**60**	**317**	**185**	**46**	**734**	**386**	**59**	**16**

Connections to Sewer Collection System:

As of June 30, 2024	8,919
Plus YTD	9
Total Sewer Connections =	**8,928**

WASTEWATER FLOW MGD						
	HORTON PLANT		DESERT CREST		WRIGHT PLANT	
2024/25	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	2.065945	2.184078	0.039738	0.046230	0.000000	0.000000
August						
September						
October						
November						
December						
January						
February						
March						
April						
May						
June						

WASTEWATER FLOW MGD						
	HORTON PLANT		DESERT CREST		WRIGHT PLANT	
2023/24	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.922043	2.149212	0.050983	0.071200	0.000000	0.000000
August	1.929369	2.592078	0.047453	0.067540	0.000000	0.000000
September	2.037218	2.182773	0.046081	0.055570	0.000000	0.000000
October	2.050049	2.173503	0.040804	0.051000	0.000000	0.000000
November	2.065661	2.265582	0.046158	0.059550	0.000000	0.000000
December	2.037725	2.208722	0.045566	0.057730	0.000000	0.000000
January	2.014687	2.152567	0.045226	0.049620	0.000000	0.000000
February	1.999080	2.184408	0.047016	0.053920	0.000000	0.000000
March	2.075331	2.301861	0.047050	0.054740	0.000000	0.000000
April	2.059142	2.222371	0.040275	0.047630	0.000000	0.000000
May	1.983604	2.113440	0.036827	0.040730	0.000000	0.000000
June	1.982771	2.091744	0.039008	0.046700	0.000000	0.000000

WATER REPORT

WATER CONNECTION SUMMARY

	2024/25	2023/24	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13
July	9	5	6	18	7	4	5	7	2	0	0	1	0
August		14	28	19	6	10	5	3	2	2	0	1	0
September		19	22	23	18	2	14	4	13	3	0	2	2
October		4	16	33	13	3	21	8	3	20	0	5	1
November		9	10	27	10	16	4	0	7	3	0	1	0
December		5	9	9	2	17	3	3	2	0	0	2	0
January		5	26	14	15	6	3	20	1	1	2	2	0
February		3	14	8	13	8	5	11	1	0	1	0	1
March		6	29	19	16	2	3	6	5	0	12	0	0
April		11	24	6	11	1	3	7	11	2	7	0	1
May		9	16	19	15	12	5	11	9	8	2	0	1
June		3	5	1	24	11	2	8	2	10	1	0	0
Annual	**9**	**93**	**205**	**196**	**150**	**92**	**73**	**88**	**58**	**49**	**25**	**14**	**6**
Avg./ Mo.	**0.75**	**7.75**	**17.08**	**16.33**	**12.50**	**7.67**	**6.08**	**7.33**	**4.83**	**4.08**	**2.08**	**1.17**	**0.50**

Connections to Water System:

As of June 30, 2024	13,636
Plus YTD	9
Total Water Connections =	**13,645**

WATER PRODUCTION SUMMARY

	FY 2024/25	Variance from prior year		FY 2023/24	FY 2022/23	FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18	FY 2016/17	FY 2015/16	FY 2014/15
	AF	AF	%	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
July	939.07	149.08	18.87%	789.99	751.79	796.57	857.77	853.23	857.20	835.87	714.50	659.11	859.00
August		0.00	0.00%	737.74	850.19	839.93	885.31	795.18	806.47	829.93	808.54	706.62	730.71
September		0.00	0.00%	675.06	716.03	738.65	784.80	757.08	689.47	712.40	679.54	657.37	800.67
October		0.00	0.00%	709.23	691.98	665.18	755.84	709.39	709.81	733.86	678.33	575.86	716.30
November		0.00	0.00%	629.05	599.39	679.85	690.13	619.87	631.75	642.41	601.89	582.22	533.69
December		0.00	0.00%	529.99	554.27	565.48	588.32	537.23	502.16	584.24	520.63	503.10	590.83
January		0.00	0.00%	556.57	530.39	580.28	537.96	553.20	570.20	599.52	465.10	431.38	526.86
February		0.00	0.00%	458.69	490.41	527.34	495.61	520.85	415.49	512.79	453.39	483.92	506.49
March		0.00	0.00%	560.24	500.37	601.44	625.80	557.73	490.92	536.09	549.50	514.05	614.94
April		0.00	0.00%	649.67	552.34	624.07	649.34	573.02	635.08	644.06	540.56	502.36	622.58
May		0.00	0.00%	696.24	726.25	745.36	723.62	698.99	598.36	697.15	731.81	601.83	590.28
June		0.00	0.00%	700.11	682.09	730.02	761.63	806.02	710.39	688.74	732.68	685.93	706.34
TOTAL	**939.07**	**149.08**	**18.87%**	**7,692.58**	**7,645.50**	**8,094.17**	**8,356.13**	**7,981.79**	**7,617.30**	**8,017.06**	**7,476.47**	**6,903.75**	**7,798.69**

APPENDIX D – Federal Update from Carpi & Clay

CARPI & CLAY

Mission Springs Water District
Federal Update

July 31, 2024

FY25 Appropriations Update

The Senate Appropriations Committee is set to mark up its four bills later this week, covering Energy and Water, Defense, Labor-HHS-Education, and Financial Services funding. As the Senate approaches the August recess, it's anticipated that all 12 fiscal 2025 appropriations bills will have been completed at the committee level, likely with bipartisan support, based on previous markups. However, with limited legislative days left before September 30th. It is highly unlikely any of these bills will reach the Senate floor.

Meanwhile, the House has marked up all 12 bills and passed five on the floor, with the remaining bills stalled. Both chambers are relying on their committee work to establish negotiating positions for bicameral discussions expected during the lame-duck session. House and Senate leaders have already indicated the need for a continuing resolution (CR) before the fiscal year ends, which will likely extend funding past the elections into the lame-duck session.

Both the Senate and the House will return to Washington on September 9th.

FY25 Appropriations Bills	House Subcommittee Allocation (in billions)	Senate Subcommittee Allocations (in billions)	Passed House Committee	Passed Senate Committee	Passed House
Agriculture-Rural Development	$25.873	$27.049	7/10 by a vote of 29-26	7/11 by a vote of 27-0	
Commerce-Justice-Science	$78.288	$69.235	7/9 by a vote of 31-26	7/24 by a vote of 26-3	
Defense	$833.053	$830.865	6/13 by a vote of 34-25	Markup on 8/1	6/28 by a vote of 217-198
Energy-Water Development	$59.19	$61.467	7/9 by a vote of 30-26	Markup on 8/1	
Financial Services	$23.608	$21.175	6/13 by a vote of 33-24	Markup on 8/1	
Homeland Security	$64.805	$60.516	6/12 by a vote of 33-26		6/28 by a vote of 212-203

Interior-Environment	$37.739	$37.65	7/9 by a vote of 29-25	7/24 by a vote of 28-1	7/24 by a vote of 210-205
Labor-HHS	$186.586	$198.655	7/10 by a vote of 31-25	Markup on 8/1	
Legislative Branch	$7.125	$7.0	6/13 by a vote of 33-24	7/11 by a vote of 27-0	Failed on 7/11 by a vote of 205-213
MilCon-VA	$147.520	$148.876	5/23 by a vote of 34-25	7/11 by a vote of 27-0	6/5 by a vote of 209-197
State-Foreign Ops	$51.713	$55.705	6/12 by a vote of 31-26	7/24 by a vote of 24-5	6/5 by a vote of 212-200
Transportation-Housing and Urban Development	$90.4	$87.707	7/10 by a vote of 31-26	7/24 by a vote of 28-1	

OMB Releases 2024 Spring Regulatory Unified Agenda

The Office of Management and Budget (OMB) released the **2024 Spring Regulatory Unified Agenda**. The agenda details the rules and regulations each federal agency is expected to work on or release both short and long-term.

House Passes WATER Data Improvement Act

On July 8th, the House passed the Water Monitoring and Tracking Essential Resources (WATER) Data Improvement Act (**H.R. 5770**) by voice vote. The legislation would extend programs that support U.S. Geological Survey stream gages, authorize new funding for a Department of the Interior groundwater monitoring program, and extend grants for water estimation, measurement, and monitoring technologies and methodologies through FY28. The legislation was transmitted to the Senate for its consideration.

Federal Funding Opportunities & Announcements

EPA Announces $4.3 Billion in Climate Pollution Reduction Grants. The Environmental Protection Agency (EPA) **announced** $4.3 billion in Climate Pollution Reduction Grants to 25 applicants. Projects selected target reducing greenhouse gas emissions in the transportation, electric power, commercial and residential, industrial, agricultural/natural lands, and waste/materials management sectors. Funding supports deploying technologies and programs focused on sector-specific greenhouse gas (GHG) emissions reductions and will help businesses capitalize on new clean energy opportunities.

EPA Announces $325 Million for Community Change Grants. EPA **announced** $325 million in funding for 21 applicants through the Community Change Grants Program. 17 of the 21 awards were funded under Track I (Community Driven Investments for Change) and the remaining 4 projects were funded under Track II (Meaningful Engagement for Equitable

Governance). The NOFO for the program remains open with an application deadline of November 21st.

EPA Announces and Funds Four Stormwater Centers of Excellence. EPA announced $5 million in grants to establish four new Centers of Excellence for Stormwater Control Infrastructure Technologies and a national clearinghouse for new and emerging stormwater control technologies. The Centers chosen include the University of New Hampshire, the University of Oklahoma, the Board Regents Nevada System of Higher Education, and the Center for Watershed Protection, Inc. The Center for Watershed Protection will house the national clearinghouse for new technology and funding approaches.

EPA Announces $20 Million for Innovative Water Workforce Development Program. EPA announced $20 million for 13 workforce development organizations nationwide through the Water Workforce Development Grant Program. The grants will fund projects that expand public awareness of job opportunities in the drinking and wastewater utility sector and will support the existing workforce, including apprenticeships and internships, educational programs, regional collaborations, integrated learned opportunities, and leadership development.

Reclamation Published FY25 WaterSMART Drought Response Program NOFO. The Bureau of Reclamation (Reclamation) published a $10 million NOFO through the WaterSMART Drought Response Program: Drought Resiliency Projects. The funding supports projects to develop and update comprehensive drought plans and implement projects to build long-term drought resilience. Applications are due by November 13th.

Reclamation Announces WaterSMART Cooperative Watershed Management Awards. Reclamation announced $8.9 million in awards for six new and twelve existing cooperative water management projects through the WaterSMART Cooperative Watershed Management Program. The funding will support watershed health management and water supply resiliency projects in Western states.

Federal Agency Personnel & Regulatory Announcements

President Biden Submits USACE Chief of Engineers Nomination. President Biden formally transmitted the nomination of Major General Butch Graham to be the 56th Chief of Engineers for USACE. Current Chief of Engineers Lieutenant General Scott Spellmon's term expires on September 13th, and Major General Graham's nomination requires Senate confirmation before he can assume office.

EPA Proposes Designating Five Chemicals as High-Priority Substances under TSCA. EPA released a proposal to designate five chemicals as High-Priority Substances for risk evaluation under the Toxic Substances Control Act (TSCA): vinyl chloride (CASRN 75-01-4), acetaldehyde (CASRN 75-07-0), acrylonitrile (CASRN 107-13-1), Benzenamine (CASRN 62-53-3), and 4,4'-methylene bis(2-chloroaniline) (MBOCA) (CASRN 101-14-4). The chemicals were selected from the 2014 TSCA Work Plan developed by EPA to identify and further assess substances based on their hazards and potential for exposure. Comments are due by October 23rd.

EPA Published Fifth Edition of Climate Change Indicators Report. EPA published the fifth edition of the "Climate Change Indicators in the United States" report that outlines the impacts of climate change nationwide and the potential significance of the changes. The report adds two new climate change indicators: marine heat waves and heat-related workplace deaths. Newly analyzed data shows that the cumulative intensity of marine heat waves has increased since the 1980s, and from 1992-2022, an average of 34 workers per year died from heat exposure.

EPA Solicits Nominations for Farm, Ranch, and Rural Communities Federal Advisory Committee. EPA announced a solicitation for nominations to the Farm, Ranch, and Rural Communities Federal Advisory Committee. The Committee provides independent policy advice, information, and recommendations to the EPA Administrator on environmental policies and issues that impact agriculture and rural communities. Nominations are due to by September 5th.

EPA Releases Updated EJSCREEN Tool. EPA released EJSCREEN 2.3, an updated version of the online screening and mapping tool that incorporates the newest demographic and environmental datasets. EPA holds regular EJSCREEN Office Hours to review and demonstrate the tool, and the next meeting will be held on August 21st at 12 pm ET.

OSHA Releases Proposed Heat Injury and Illness Prevention NPRM. The Occupational Safety and Health Administration (OSHA) released a notice of proposed rulemaking (NPRM) on preventing heat injury and illness in outdoor and indoor work settings. The standard would require employers to create a plan to evaluate and control heat hazards in their workplace and clarify employer obligations and the steps necessary to effectively protect employees from hazardous heat. Comments will be due 60 days following publication in the *Federal Register.*

Reclamation Announces New Technical Service Center Director. Reclamation Commissioner Camille Touton announced that Katie Bartojay will serve as the Director of the Bureau's Technical Services Center in Denver, Colorado. The Technical Services Center provides research and development for water and power resources owned and operated by Reclamation and other federal agencies. Previously, Bartojay served as the Supervisor of the Technical Service Center's Client Support Service Office.

##

APPENDIX E – Public Affairs Information

Water Matters

News from your water provider

July 2024

Summer Interns Soar to New Heights

In partnership with the Desert Hot Springs High School REAL Academy, the MSWD Internship Program provides valuable hands-on experience and educational opportunities to students, exposing a new generation to opportunities in the water industry.

This summer, the interns worked in Engineering, Public Affairs, Water Production, and Wastewater learning what it takes to work in those fields. The group also had an opportunity to collaborate with the Water Production team and climbed a reservoir to learn about inspections!



2023 Water Quality Report Now Available

Each year MSWD releases an annual Water Quality Report, providing comprehensive information and test results that confirm the water supplied to customers meets all current state and federal standards. The report is mailed to customers annually by July 1 and is also available in English and Spanish on the MSWD website.

MSWD's tap water is tested thousands of times throughout the year, adhering to the stringent regulations and guidelines set by the State Water Resources Control Board and the Federal Environmental Protection Agency (EPA). Compiled from the previous year's test results, the Water Quality Report provides valuable information about drinking water sources, the processes used to ensure its safety, the constituents found in the water, and how MSWD's water quality compares to regulatory standards.
To view the MSWD Water Quality Report online, visit www.mswd.org/CCR.



Understanding Your Bill - Pass Along Fees

A pass along fee is a fee that we, MSWD, collects from our customers, and pays to the respective outside agency. You may see two of these charges on your water bill if you live within the city limits, or only one if you live within the county. Desert Water Agency Fee: This “fee” is actually an assessment for water pumped by Mission Springs Water District to serve customers in its service area. Desert Water Agency (DWA), one of 29 state water contractors in California, entered into a Memorandum of Understanding (MOU) with MSWD to replenish the aquifer to ensure the long-term sustainability of the water supply in our region.

As of July 1, 2024, the DWA Replenishment Assessment increased from $195 to $215 per acre-foot plus an additional 4.13% to account for water loss for a total of $223.89 equals about $0.52 cents per HCF (748 gallons) on your water bill. If your property falls within the city limits, you are also subject to a DHS City Utility Users Tax (UUT) on your water and sewer bills. The UUT was established through a public initiative in 2009 and requires all utilities to apply a pass-through tax of 7% or $0.07 for every dollar billed. This tax contributes to various civic initiatives and services within the city.

If you have any questions regarding your water bill, or the charges, please do not hesitate to reach out to the customer service team.

El Agua Importa

Noticias de su proveedor de agua

Julio 2024

Los Internos de Verano Alcanzan Nuevas Alturas

En colaboración con la Academia REAL de Desert Hot Springs High School, el Programa de Pasantías de MSWD proporciona valiosa experiencia práctica y oportunidades educativas a los estudiantes, exponiendo a una nueva generación a oportunidades en la industria del agua.

Este verano, los internos trabajaron en Ingeniería, Asuntos Públicos, Producción de Agua y Aguas Residuales, aprendiendo lo que se necesita para trabajar en esos campos. ¡El grupo también tuvo la oportunidad de colaborar con el equipo de Producción de Agua y escalar un depósito para aprender sobre inspecciones!

Informe de Calidad del Agua 2023 Ya Disponible

Cada año, MSWD publica un Informe Anual de Calidad del Agua, proporcionando información integral y resultados de pruebas que confirman que el agua suministrada a los clientes cumple con todos los estándares estatales y federales actuales. El informe se envía por correo a los clientes anualmente antes del 1 de julio y también está disponible en inglés y español en el sitio web de MSWD.

El agua del grifo de MSWD se prueba miles de veces durante todo el año, cumpliendo con las estrictas regulaciones y directrices establecidas por la Junta Estatal de Control de Recursos Hídricos y la Agencia de Protección Ambiental (EPA) Federal. Compilado a partir de los resultados de las pruebas del año anterior, el Informe de Calidad del Agua proporciona información valiosa sobre las fuentes de agua potable, los procesos utilizados para garantizar su seguridad, los componentes encontrados en el agua y cómo la calidad del agua de MSWD se compara con los estándares regulatorios. Para ver el Informe de Calidad del Agua de MSWD en línea, visite www.mswd.org/CCR.





Comprendiendo su Factura - Cargos Transferidos

Un cargo transferido es una tarifa que nosotros, MSWD, recaudamos de nuestros clientes y pagamos a la respectiva agencia externa. Es posible que vea dos de estos cargos en su factura de agua si vive dentro de los límites de la ciudad, o solo uno si vive dentro del condado.

Tarifa de la Agencia de Agua del Desierto (DWA): Esta "tarifa" es en realidad una evaluación por el agua bombeada por el Distrito de Agua de Mission Springs para servir a los clientes en su área de servicio. La Agencia de Agua del Desierto (DWA), una de las 29 contratistas estatales de agua en California, firmó un Memorando de Entendimiento (MOU) con MSWD para reponer el acuífero y asegurar la sostenibilidad a largo plazo del suministro de agua en nuestra región.

A partir del 1 de julio de 2024, la Evaluación de Reposición de DWA aumentó de $195 a $215 por acre-pie, más un 4.13% adicional para tener en cuenta la pérdida de agua, para un total de $223.89, lo que equivale aproximadamente a $0.52 centavos por HCF (748 galones) en su factura de agua.

Si su propiedad se encuentra dentro de los límites de la ciudad, también está sujeto al Impuesto a los Usuarios de Servicios Públicos (UUT) de la ciudad de DHS en sus facturas de agua y alcantarillado. El UUT se estableció a través de una iniciativa pública en 2009 y requiere que todas las empresas de servicios apliquen un impuesto de traspaso del 7% o $0.07 por cada dólar facturado. Este impuesto contribuye a varias iniciativas y servicios cívicos dentro de la ciudad.

Si tiene alguna pregunta sobre su factura de agua o los cargos, no dude en comunicarse con el equipo de servicio al cliente.

townSq

New announcement!

A recent announcement was made at
Skyborne Community Association

07/20/2024

Smart Irrigation Month Rebates from MSWD!

SKYBORNE x MSWD

Hello Skyborne Homeowners!

July is Smart Irrigation Month, and Mission Springs Water District is excited to inform you about their smart controller rebate program. Are you tired of seeing your summer water bills skyrocket? It's time to get smart with your irrigation! Install a smart controller and keep those bills in check. Plus, you can control and adjust watering times from anywhere.

Reimbursement details:

- Up to $150 for the device
- Up to $100 for professional installation.

Apply today at mswd.org/rebates!

Some summer irrigation tips to conserve water:

- **Use smart controllers**: Adjust your watering schedule based on weather, soil, and plant types. A weather station can add even more smart features.
- **Check your system regularly**: Look for leaks, broken sprinkler or irrigation heads, and any other inefficiencies. Wasted water is wasted money.
- **Water early or late**: Watering early in the morning or late in the evening reduces evaporation and prevents burning plant roots during peak temperatures.
- **Use mulch**: Mulch helps retain soil moisture and reduces the need for frequent watering. Remember to follow the Architectural Review process for landscaping changes.
- **Share the knowledge**: Encourage friends and neighbors to conserve water. Let's make every drop count!

SoCalGas & Mission Springs LIVINGWISE®

PROGRAM SUMMARY REPORT

July 2024

SUBMITTED BY:

AM CONSERVATION™

SoCalGas & Mission Springs LIVINGWISE®

PROGRAM SUMMARY REPORT

July 2024

MADE POSSIBLE BY:



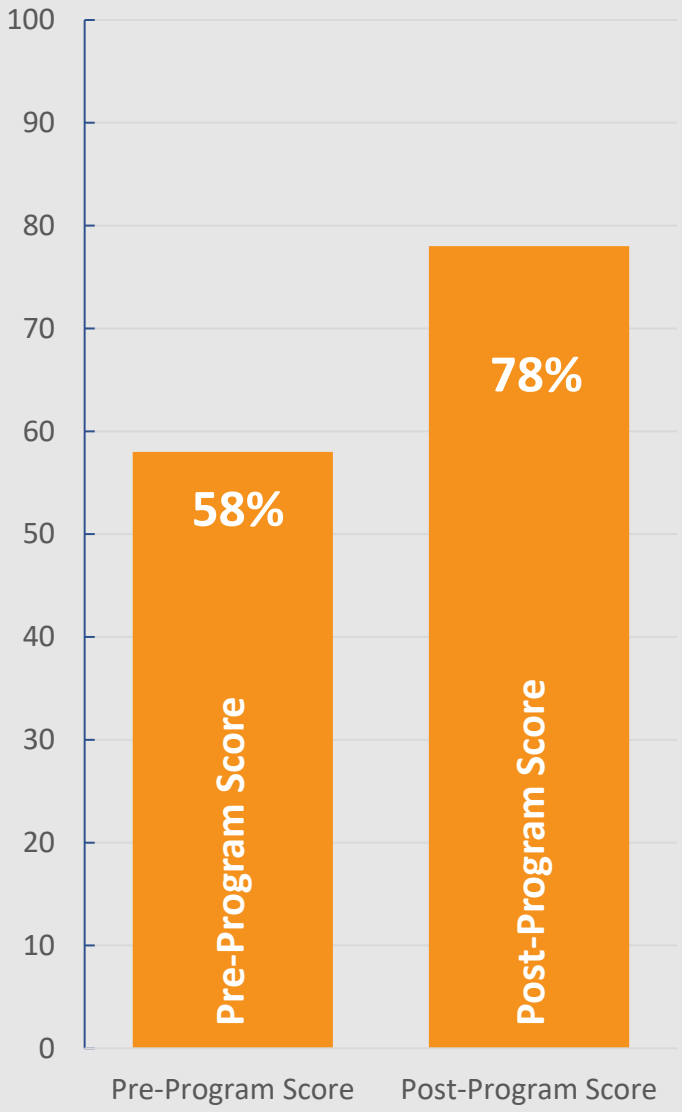


AM Conservation is pleased to present this Program Summary Report to the City of Mission Springs, which summarizes the 2023-2024 Mission Springs LivingWise® Program. The program was implemented in the SoCalGas & Mission Springs Water District service area in the state of California by 189 teachers, students, and their families.

The following pages provide an overview of the program and materials, outline of program implementation, introduction to the program team, description of program enhancements, impact of the program, and summary of results from the home activities. In addition, projected savings from the individual measures found within the LivingWise Kit are also included.

Participant Satisfaction

A successful program excites and engages participants. Students, parents, and teachers are asked to evaluate the program and provide personal comments. The results of this feedback are provided within this report.

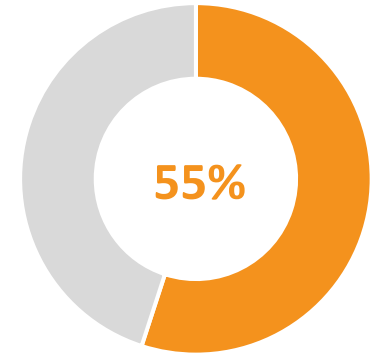


Knowledge Gained

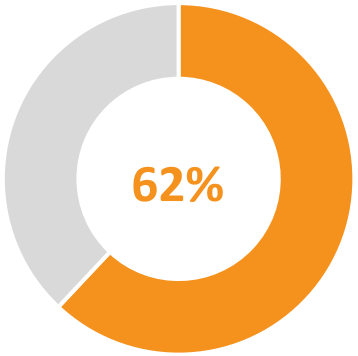
Identical tests were administered to the students prior to the program and again upon program completion to measure knowledge gained. Scores and subject knowledge improved from 58% to 78%.

Data Obtained

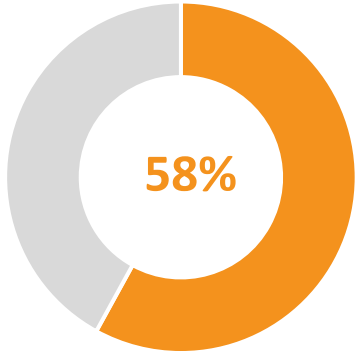
Home surveys were taken by students and their families, which collected household demographic and consumption data along with program participation information.



Students who reported that their family homes were owned.



Students who reported that their water was heated by gas.



Students who reported that their home has a dishwasher.

Energy and Water Savings Results

In addition to educating students and their parents, a primary program goal is to generate cost-effective energy and water savings. Student home surveys not only provided the data used in the savings projections, but also reinforced the learning benefits.

Projected Resource Savings

PROJECTED ANNUAL SAVINGS	
6,528	gallons of water saved
255	kWh of electricity saved
21	therms of gas saved
6,528	gallons of wastewater saved

PROJECTED ANNUAL SAVINGS PER HOME	
6,528	gallons of water saved
255	kWh of electricity saved
21	therms of gas saved
6,528	gallons of wastewater saved

PROJECTED LIFETIME SAVINGS	
1,233,840	gallons of water saved
48,185	kWh of electricity saved
3,883	therms of gas saved
1,233,840	gallons of wastewater saved

PROJECTED LIFETIME SAVINGS PER HOME	
53,304	gallons of water saved
1,987	kWh of electricity saved
159	therms of gas saved
53,304	gallons of wastewater saved

The Mission Springs LivingWise® Program, a school-based energy efficiency education program, is designed to generate immediate and long-term resource savings by bringing interactive, real-world education home to students and their families. The 2023-2024 program was taught in 6th grade throughout the SoCalGas & Mission Springs Service Territory.

The Mission Springs LivingWise Program team identifies and enrolls students and teachers within the designated service area. The program physically begins with classroom discussions using a Student Guide that provides the foundations of using energy and water efficiently. It is followed by hands-on, creative, problem-solving activities led by the classroom teacher.

All program materials support state and national academic standards to allow the program to fit easily into a teacher's existing curriculum and requirements. The participating classroom teachers follow the Teacher Book and lesson plan. Information is given to guide lessons throughout the program in order to satisfy each student's individual needs, whether they are visual, auditory, or kinesthetic learners.

The LivingWise Kit and Student Take-Home Workbook comprise the take-home portion of the program. Students receive a kit containing high-efficiency measures they use to install within their homes. With the help of their parents/guardians, students install the kit measures and complete a home survey. The act of installing and monitoring new energy efficiency devices in their homes allows students to put their learning into practice. Here, participants and their parents/guardians realize actual water and energy savings within their home, benefitting two generations.

A critical element of AM Conservation program design is the use of new knowledge through reporting. At the end of the program, the Mission Springs program team tabulates all participant responses—including home survey information, teacher responses, student letters, and parent feedback—and generates this Program Summary Report.

"For more than 29 years, AM Conservation has designed and implemented Measure-Based Education® programs. The programs inspire change in household energy and water use habits while delivering significant and measurable resource savings."

Each participant in the Mission Springs LivingWise® Program receives classroom materials and energy efficiency kits containing high-efficiency measures to perform the program's take-home activities. Program materials for students, parents/guardians, and teachers are outlined below.

Each Student & Teacher Receives

Student Guide
Student Take-Home Workbook
Parent Letter/Pledge Form*
Student Survey Form
Certificate of Achievement
"GetWise" Wristband
Program Website Access: Getwise.org
Toll-Free HELP Line

LivingWise Kit Containing:

- Two High-Efficiency Showerheads
- Two Bathroom Faucet Aerators
- Kitchen Faucet Aerator
- Digital Thermometer*
- FilterTone® Alarm
- Rain Drip Gauge
- Flow Rate Test Bag
- Natural Resource Fact Chart
- Toilet Leak Detector Tablets
- Mini Tape Measure
- Parent/Guardian Program Evaluation
- Illustrated Installation Guide

Each Teacher/Classroom Receives

Teacher Book
Step-by-Step Program Checklist
Lesson Plans
California State and National Academic Standards Chart
Teacher Survey Form
Pre/Post Student Survey Answer Keys
Electricity, Water, and Natural Gas Posters
Self-Addressed Postage-Paid Envelope

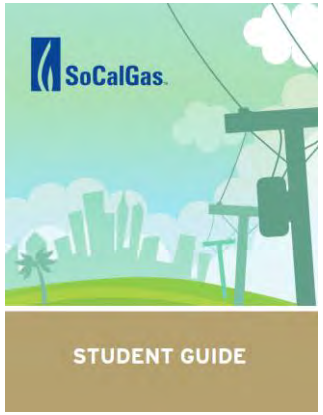
** Materials / Installation Instructions provided in English and Spanish*

Custom Branding

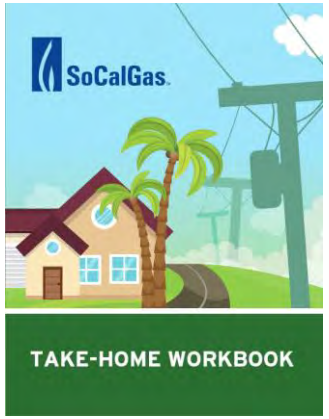
In addition to increasing resource awareness and efficiency, the program has been designed to strengthen bonds between and the community. One of the steps taken to ensure the greatest possible exposure is to feature the logo throughout each LivingWise Kit. In addition to the kit, the Teacher Survey Form, and Parent Letter/Pledge Form also feature branding.



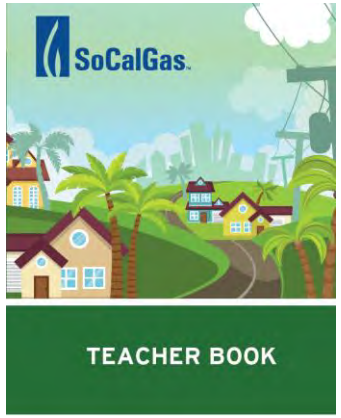
Program Materials



Student Guide



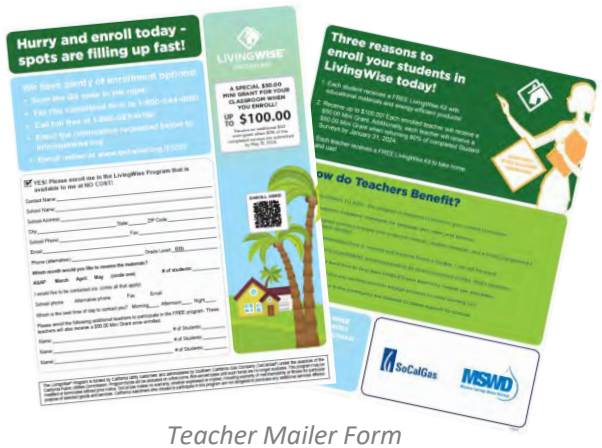
Student Take-Home Workbook



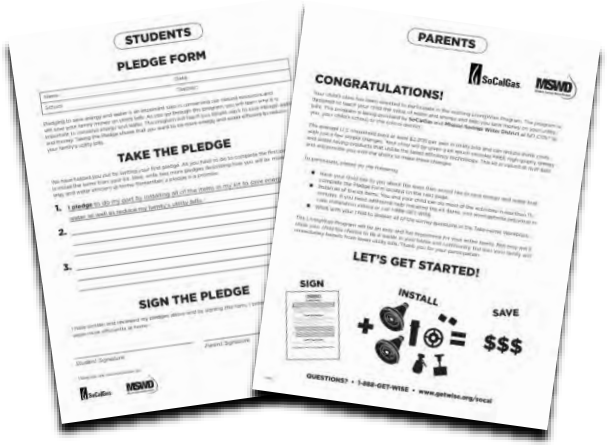
Teacher Book



Kit Spread



Teacher Mailer Form



Parent Letter/Pledge Form



Certificate of Achievement



Kit Label

The 2023-2024 Mission Springs LivingWise® Program followed this comprehensive implementation schedule:

1. Identification of California state and national academic standards & benchmarks
2. Curriculum development and refinement (completed annually)
3. Curriculum correlation to California state academic standards & benchmarks
4. Materials modification to incorporate the Mission Springs Water District branding
5. Incentive program development
6. Teacher/school identification—with approval
7. Teacher outreach and program introduction
8. Teachers enrolled in the program individually
9. Implementation dates scheduled with teachers
10. Program material delivered to coincide with desired implementation date
11. Delivery confirmation
12. Periodic contact to ensure implementation and teacher satisfaction
13. Program completion incentive offered
14. Results collection
15. Program completion incentive delivered to qualifying teachers
16. Thank you cards sent to participating teachers
17. Data analysis
18. Program Summary Report generated and distributed

Participating teachers are free to implement the program to coincide with their lesson plans and class schedules. The participant list within this document provides a comprehensive list of classrooms in grade 6 that participated during the 2023-2024 school year.

MSWD
Mission Springs Water District

Program Team

AM Conservation has been in the business of designing and implementing energy and water efficiency programs for nearly three decades. Throughout this time, we've built an expert team of industry professionals that deliver a seamless program to achieve your goals.

We designed the Mission Springs LivingWise® Program in our program center from the ground up. Working in conjunction with , we identified goals, desired outcomes of the program, and specific materials' customization. The result is a stimulating program that delivers significant and measurable resource savings. The Mission Springs LivingWise Program features a proven blend of innovative education, comprehensive implementation services, and hands-on activities to put efficiency knowledge to work in homes throughout the Mission Springs service territory.

The Mission Springs LivingWise Program is a reflection of true teamwork. On behalf of the entire implementation team at AM Conservation, we would like to thank you for the opportunity to design and implement the Mission Springs LivingWise Program. It has been a pleasure working with you. We look forward to many more years of program success.

Sincerely,



Chase Griswold
Program Manager, PMP

Program Team

The success of the Mission Springs LivingWise® Program is owed to our cross-functional implementation team chosen specifically to meet the goals of the program. Our team incorporates both a PMP® certified Program Manager and a CEM® designated energy analyst to ensure the program hits key milestones and delivers results. These thought leaders are supported by an integral mix of specialists working in unity to accomplish your program objectives. The Mission Springs LivingWise Program implementation team consisted of the following:

Outreach

Our outreach team is the face of the Mission Springs LivingWise Program, introducing teachers to the program, and providing support throughout implementation to guarantee the program's success in the classroom. This group builds relationships and keeps teachers engaged in program execution year after year.

Graphic Design and Marketing

Expertly-designed kits and program materials are a result of our Graphic Design and Marketing teams. This group provides brand alignment and marketing strategies to ensure program branding is within guidelines. Additionally, this team facilitates copy and art direction and works with education to develop end-user activities.

Education

Led by a Ph.D. educator having both classroom and administration leadership experience, this team is responsible for the development of educational content as well as classroom energy literacy and engagement. The group also ensures the program's content is aligned with California state expectations in science, math, and language as well as the rigorous expectations of STEM (Science, Technology, Engineering, and Math).

Information Technology

We leave IT strategy and cyber security in the hands of our experts. This team built and manages the integrated systems responsible for seamlessly blending operations, driving automation, and maximizing participation in the Mission Springs LivingWise Program. This group provides the managed data services and software in support of outreach, enrollment, order processing, fulfillment, data collection and reporting.

Warehouse and Logistics

Last but not least, our warehouse and logistics teams guarantee Mission Springs LivingWise program materials reach the classroom on-time and without errors. This group provides printing, purchasing, production, quality assurance & control, warehousing and shipping for all program materials. Additionally, this team ensures that all materials are consistent with orders and confirms delivery.

Program Impact

"AM Conservation utilizes an extensive network of educators for program feedback. This feedback ensures that educational components meet the changing needs of educators, keep information relevant to students, and provide increased energy literacy for program participants."

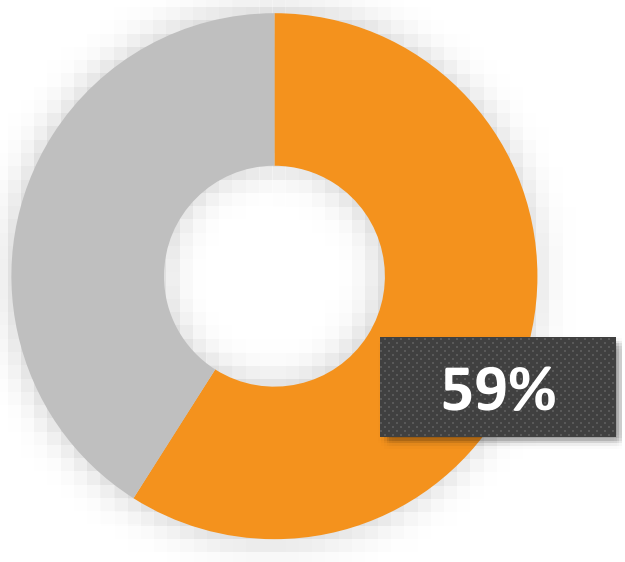
The Mission Springs LivingWise® Program has had a significant impact within the community. As illustrated on the next pages, the program successfully educated participants about energy and water efficiency while generating resource savings through the installation of efficiency measures in homes. Home survey information was collected to track projected savings and provide household consumption and demographic data. Program evaluations and comments were collected from teachers, students, and parents.

Home Survey

Upon completion of the program, participating families are asked to complete a home survey to assess their resource use, verify product installation, provide demographic information, and measure participation rates. A few samples of questions asked are below while a complete summary of all responses is included in the appendices.

Does your home have a programmable thermostat?

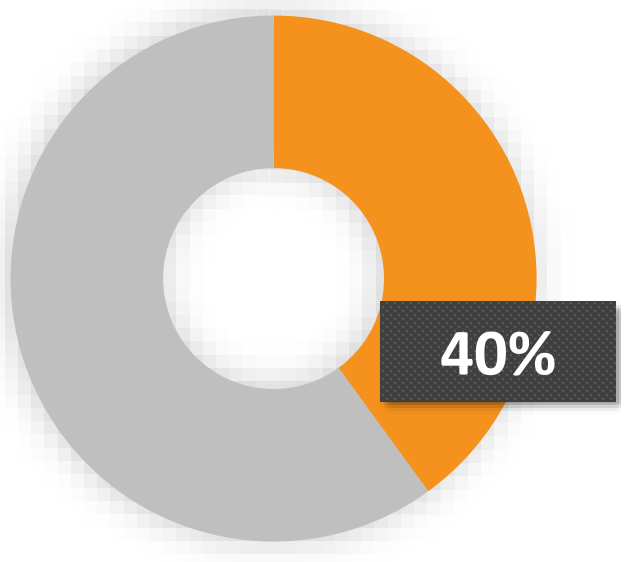
Yes 59%, No 41%



Students who indicated their home has a programmable thermostat.

Did your family change the way they use water?

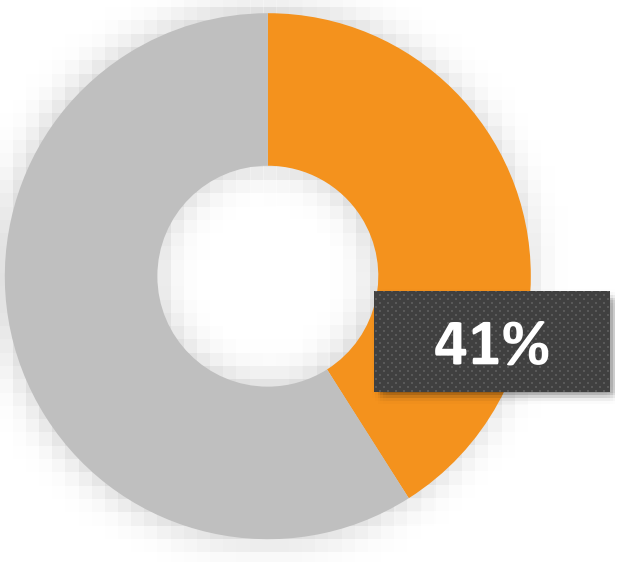
Yes 40%, No 60%



Students who indicated their family changed the way they use water.

Did your family change the way they use energy?

Yes 41%, No 59%

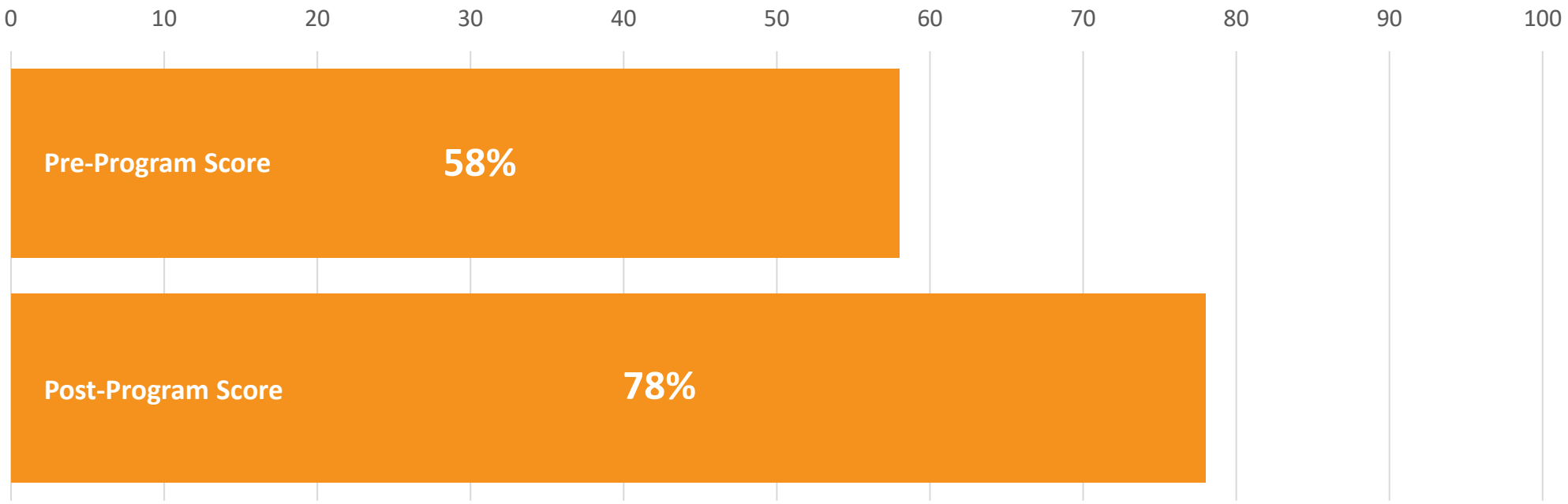


Students who indicated their family changed the way they use energy.

Pre-Program and Post-Program Tests

Students were asked to complete a 10-question test before the program was introduced and then again after it was completed to determine the knowledge gained through the program. The average student answered 5.8 questions correctly prior to being involved in the program and then improved to answer 7.8 questions correctly following participation.

Scores improved from 58% to 78%.



Home Activities

As part of the program, parents and students installed resource efficiency measures in their homes. They also measured the pre-existing devices to calculate savings that they generated. Using the family habits collected from the home survey as the basis for this calculation, 189 households are expected to save the following resource totals. Savings from these actions and new behaviors will continue for many years to come.

Projected Resource Savings

Number of Participants: 189

	Annual	Lifetime	
Projected reduction from First Showerhead retrofit:	297,953	4,298,691	gallons
Product Life: 10 years	15,010	150,101	kWh
	1,206	12,062	therms
Projected reduction from Second Showerhead retrofit:	219,252	2,192,521	gallons
Product Life: 10 years	11,045	110,453	kWh
	888	8,876	therms
Projected reduction from Kitchen Faucet Aerator retrofit:	192,262	961,312	gallons
Product Life: 5 years	6,996	34,981	kWh
	576	2,878	therms
Projected reduction from First Bathroom Faucet Aerator retrofit:	239,237	1,196,186	gallons
Product Life: 5 years	8,706	43,528	kWh
	716	3,582	therms
Projected reduction from Second Bathroom Faucet Aerator retrofit:	153,273	766,363	gallons
Product Life: 5 years	5,577	27,887	kWh
	459	2,295	therms
Projected reduction from FilterTone® installation:	850	8,501	kWh
Product Life: 10 years	38	381	therms
Projected reduction from the Toilet Leak repair:	131,863	659,315	gallons
Estimated Useful Life (EUL): 5 years			
TOTAL PROGRAM SAVINGS:	1,233,840	10,074,387	**gallons**
	48,185	375,452	**kWh**
	3,883	30,074	**therms**
TOTAL PROGRAM SAVINGS PER HOUSEHOLD:	6,528	53,304	**gallons**
	255	1,987	**kWh**
	21	159	**therms**

1 What type of home do you live in?	
Single Family Home	57%
Multi-Family Home (2-4 units)	21%
Multi-Family home (5-20 units)	15%
Multi-Family home (21+ units)	7%
2 Was your home built before 1992?	
Yes	61%
No	39%
3 Is your home owned or rented?	
Owned	55%
Rented	45%
4 How many kids live in your home (age 0-17)?	
1	19%
2	37%
3	26%
4	11%
5+	7%
5 How many adults live in your home (age 18+)?	
1	7%
2	49%
3	19%
4	13%
5+	11%
6 What is the main source of heating in your home?	
Natural Gas	38%
Electricity	52%
Propane	2%
Heating Oil	1%
Wood	1%
Other	6%
7 Does your home have a programmable thermostat?	
Yes	59%
No	41%
8 Does your home have a dishwasher?	
Yes	58%
No	42%
9 How many half-bathrooms are in your home?	
0	71%
1	22%
2	4%
3	1%
4+	1%
10 How many full bathrooms are in your home?	
1	35%
2	48%
3	13%
4	3%
5+	1%
11 How many toilets are in your home?	
1	27%
2	47%
3	20%
4	4%
5+	2%
12 How is your water heated?	
Natural Gas	62%
Electricity	38%

1 What is the flow rate of your old showerhead?

0 - 1.0 GPM	7%
1.1 - 1.5 GPM	15%
1.6 - 2.0 GPM	19%
2.1 - 2.5 GPM	28%
2.6 - 3.0 GPM	21%
3.1+ GPM	10%

2 Did your family install the first new High-Efficiency Showerhead?

Yes	28%
No	72%

3 If you answered "yes" to question 2, what is the flow rate of your new showerhead?

0 - 1.0 GPM	36%
1.1 - 1.5 GPM	64%

4 Did your family install the second new High-Efficiency Showerhead?

Yes	14%
No	86%

5 Did your family lower your water heater settings?

Yes	25%
No	75%

6 Did your family install the first Bathroom Faucet Aerator?

Yes	24%
No	76%

7 Did your family install the second Bathroom Faucet Aerator?

Yes	15%
No	85%

8 Did your family install the Kitchen Faucet Aerator?

Yes	24%
No	76%

9 Did your family raise the temperature in your refrigerator?

Yes	25%
No	75%

10 How much did your family turn down the thermostat in winter for heating?

1 - 2 Degrees	13%
3 - 4 Degrees	18%
5+ Degrees	9%
Didn't Adjust Thermostat	60%

11 How much did your family turn up the thermostat in summer for cooling?

1 - 2 Degrees	13%
3 - 4 Degrees	16%
5+ Degrees	15%
Didn't Adjust Thermostat	56%

12 Did your family install the FilterTone® Alarm?

Yes	17%
No	83%

13 Did you find any toilets leaking?

Yes, 1	13%
Yes, 2	3%
No	85%

14 If you answered yes to question 13, were the leaks repaired?

Yes, 1	19%
Yes, 2	6%
No	75%

15 Did your family change the way they water outdoors?

Yes	28%
No	72%

16 Did you work with your family on this Program?

Yes	42%
No	58%

17 Did your family change the way they use water?

Yes	40%
No	60%

18 Did your family change the way they use energy?

Yes	41%
No	59%

19 How would you rate the LivingWise® Program?

Excellent	27%
Good	44%
Fair	22%
Poor	7%

Participant List

School	Teacher	T	S
Desert Springs Middle School	DeAnn Campbell	1	55
Painted Hills Middle School	Jennifer Marruffo	1	30
Painted Hills Middle School	Carlye Marshall	1	70
Painted Hills Middle School	Norman McKee	1	30
Riviera Ridge School	Brianna Craviotto	1	32

Participants	
Total Teachers that participated in the program.	5
Total Students that participated in the program.	184
Total Participants	**189**

"Upon completion of the program, participating families are asked to complete a home survey to assess their resource use, verify product installation, provide demographic information, and measure participation rates."

AM CONSERVATION™

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WaterCOUNTS

CVWC Digital Marketing Report

Website, Social, and Marketing Performance

Jul 1 – 31, 2024

by Hunter | Johnsen

Item 19.

Google Ads Campaigns

DISPLAY AD IMPRESSIONS
CV Water Counts
204.94K

SEARCH AD IMPRESSIONS
CV Water Counts
10,384

VIDEO IMPRESSIONS
CV Water Counts
81,977

Clicks
CV Water Counts
3,779

GOOGLE PROGRAMMATIC DISPLAY AD CAMPAIGN PERFORMANCE
CV Water Counts

Campaign name	Clicks	Impr.
CV Water Counts July 2024 Spanish	1,768	137,734
CV Water Counts July 2024	1,569	67,205
	3,337	204,939





GOOGLE YOUTUBE VIDEO AD CAMPAIGN PERFORMANCE
CV Water Counts

Account name	Impr.	Engagements	Video views	Clicks
CV Water Counts	81,977	29,227	12,455	205
CVWC Water Saving Tips YouTube Spanish July 2024	35,622	14,067	7,891	38
CVWC Water Saving Tips English YouTube July 2024	46,355	15,160	4,564	167
	81,977	29,227	12,455	205



GOOGLE ADS PAID SEARCH CAMPAIGN PERFORMANCE
CV Water Counts

Campaign	Clicks	Impr.
CVWC search	237	10,384
	237	10,384

Item 19.

Facebook Ad Campaigns

FACEBOOK AD PERFORMANCE
Hunter Johnsen

Ad preview	Link Clicks	Impr.	Reach	Frequency	Page engagement
 **CVWC - July 2024** www.instagram.com Conservation Tip of the Month: Check with your water agency to see what rebates are available to save water money and beautify your home! For more water-saving tips visit CVWaterCounts.com/conservation-tips. #WaterWiseWednesday	413	98,841	34,149	2.89	418
	413	98,841	34,149	2.89	418

Website Information

Users
CV Water - CV Water Counts - GA4

3,567

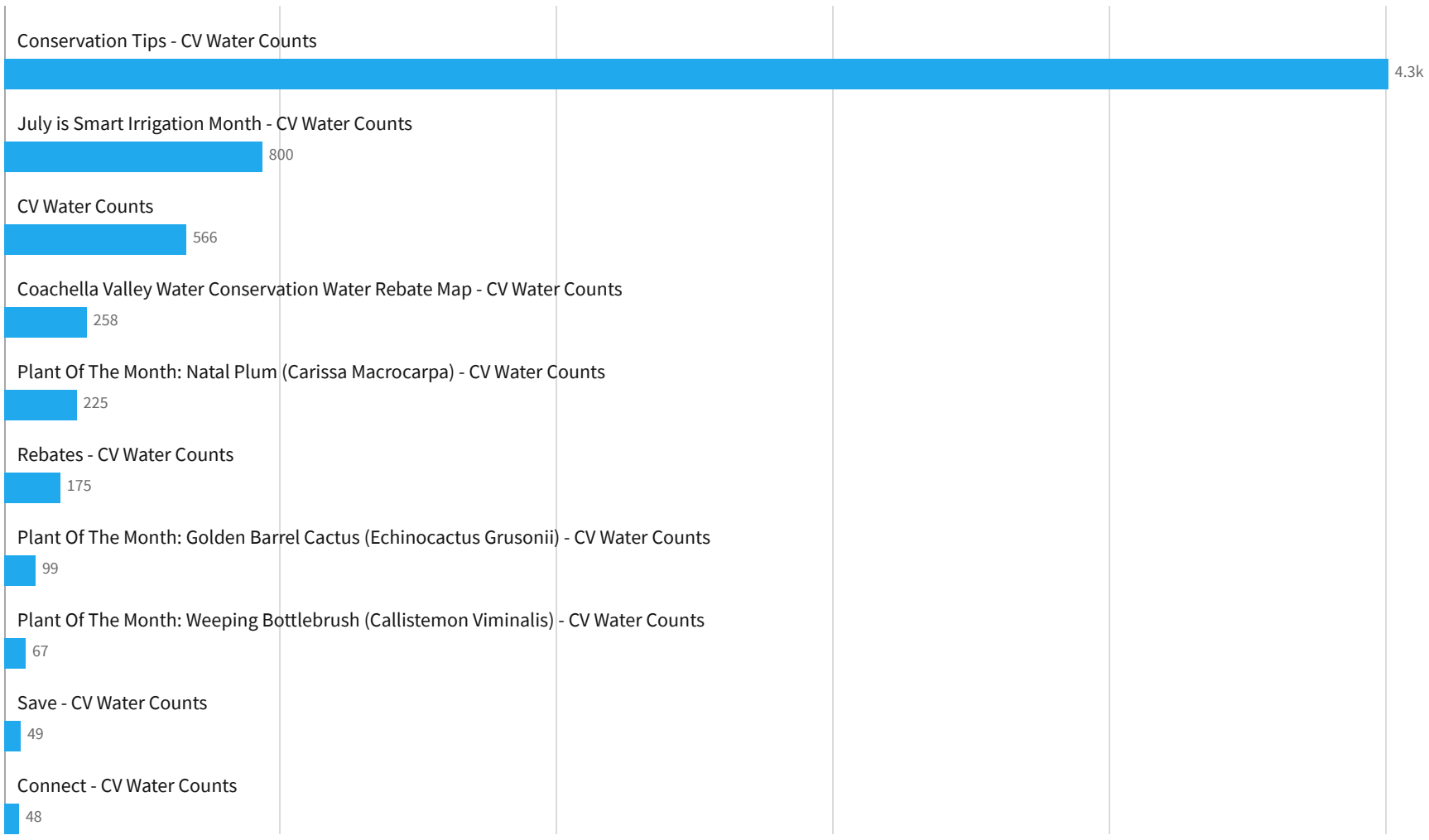
Sessions
CV Water - CV Water Counts - GA4

4,913

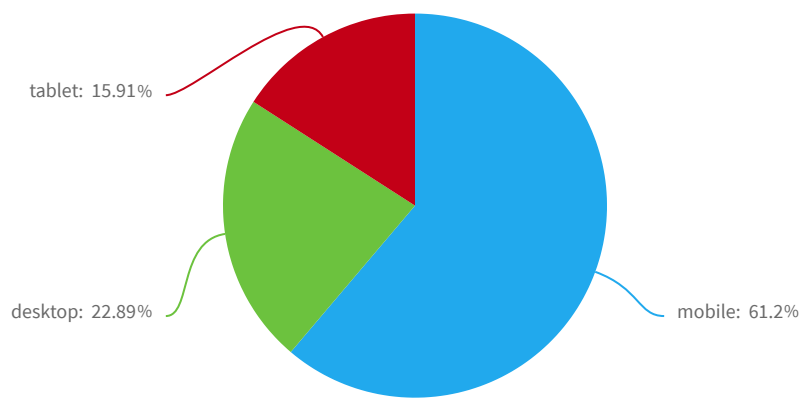
PAGEVIEWS
CV Water - CV Water Counts - GA4

7,398

Views by Page title and screen class
CV Water - CV Water Counts - GA4



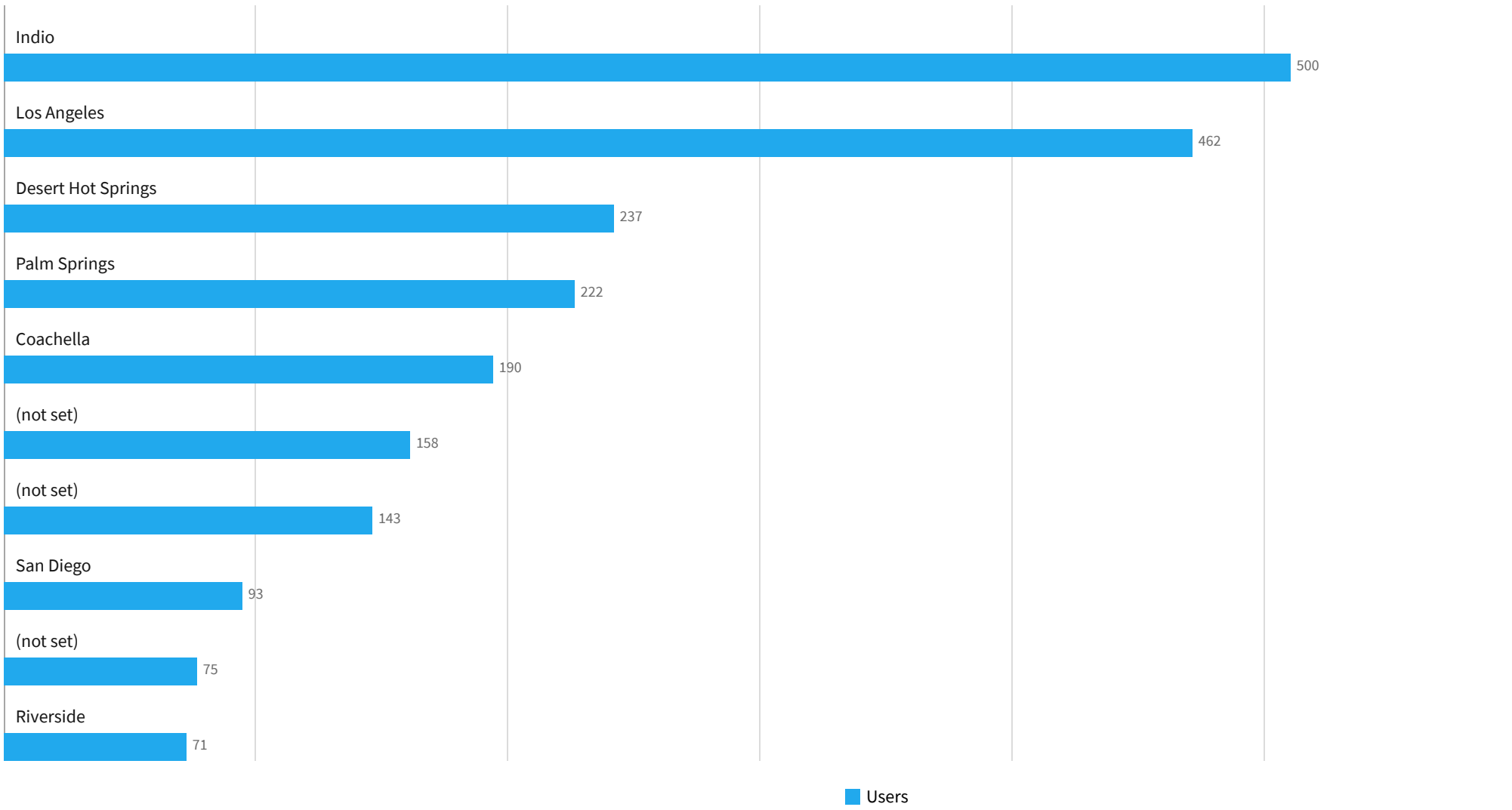
Engaged sessions by Device category
CV Water - CV Water Counts - GA4



Item 19.

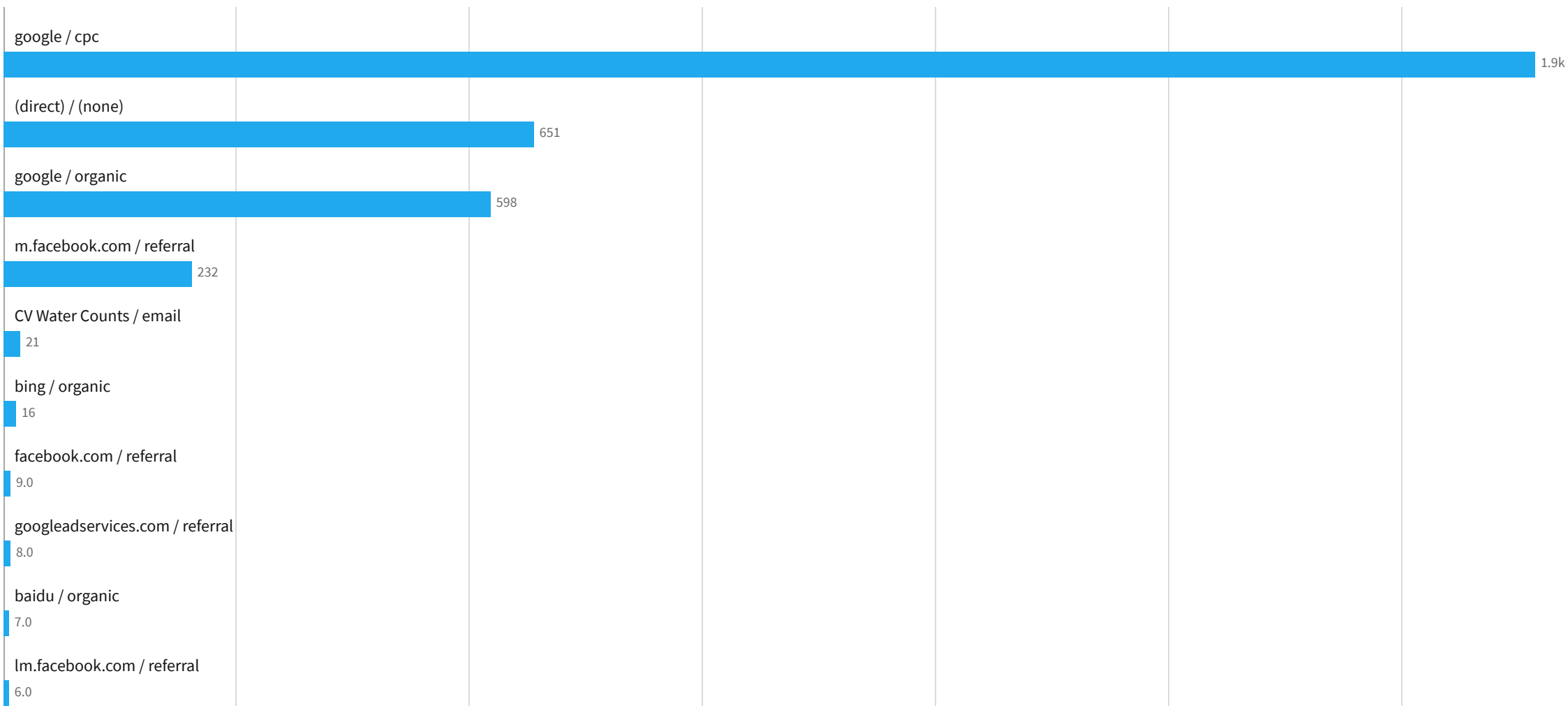
Users by City

CV Water - CV Water Counts - GA4



New users by First user source / medium

CV Water - CV Water Counts - GA4



Month performance

Past 6 months: CV Water - CV Water Counts - GA4

Month	New users	Engaged sessions	Engagement rate	Sessions per User	Average engagement time
July 2024	3,456	1,429	29.1%	1.38	12s
June 2024	3,918	1,161	22.9%	1.26	9s
May 2024	4,138	1,511	25.9%	1.37	12s
April 2024	3,666	1,478	27.7%	1.41	12s
March 2024	3,534	1,275	25.4%	1.39	13s
February 2024	3,512	1,334	26.3%	1.4	14s
	22,224	8,208	26.0%	1.4	12s

597

Item 19.

Organic Search

Query performance
cvwatercounts.com/

Query	Impr.	Clicks	CTR	Avg. position
natal plum	4,902	66	1.35%	1.84
carissa macrocarpa	2,519	22	0.87%	2.98
sotol plant	1,955	7	0.36%	10.54
elephant food	1,855	3	0.16%	12.35
agave parryi	1,126	1	0.09%	1.83
artichoke agave	1,088	1	0.09%	1.14
cleveland sage	996	5	0.5%	1.12
echinocactus grusonii	969	6	0.62%	8.76
elephant food plant	878	0	0%	1.73
golden barrel cactus	833	0	0%	7.79
	17,121	111	0.65%	5.01

Page performance
cvwatercounts.com/

Page	Impr.	Clicks	CTR	Avg. position
https://cvwatercounts.com/plant-of-the-month-natal-plum-carissa-macrocarpa/	10,964	139	1.27%	3.18
https://cvwatercounts.com/plant-of-the-month-desert-spoon-sotol-dasylirion-wheeleri/	3,803	22	0.58%	8.74
https://cvwatercounts.com/plant-of-the-month-elephants-food-portulacaria-afra/	3,383	5	0.15%	8.38
https://cvwatercounts.com/plant-of-the-month-golden-barrel-cactus-echinocactus-grusonii/	3,351	11	0.33%	7.69
https://cvwatercounts.com/plant-of-the-month-artichoke-agave-agave-parryi-v-truncata/	3,091	5	0.16%	2.98
https://cvwatercounts.com/plant-of-the-month-cleveland-sage-chaparral-sage-salvia-clevelandii/	2,565	8	0.31%	2
https://cvwatercounts.com/plant-of-the-month-date-palm-phoenix-dactylifera/	2,465	20	0.81%	7.16
https://cvwatercounts.com/save-water-pledge/	1,583	2	0.13%	5.07
https://cvwatercounts.com/plant-of-the-month-sand-verbena-abronia-villosa/	1,482	14	0.94%	4.53
https://cvwatercounts.com/plant-of-the-month-red-bird-of-paradise-caesalpinia-pulcherrima/	1,200	3	0.25%	15.04
	33,887	229	0.68%	6.48

Facebook Information

Impressions
CV Water Counts
95,665

Reach
CV Water Counts
32,507

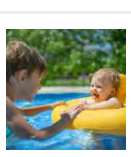
New page likes
CV Water Counts
3

Post engagement
CV Water Counts
499

Total page views
CV Water Counts
103

Page likes
CV Water Counts
3,982

Post performance
CV Water Counts

Post		Created at	Reach	Post engaged users	Likes
	IWA's service area covers the city of Indio, which is approximately 33 square miles and in 2020, supplied approximately 19,880-acre feet (6.5 billion gallons) of water to businesses and residents. Learn more:	**July 29, 2024**	26	4	4
	If you or someone you know is in need of water bill assistance during this difficult time, applications are being accepted now for the Help2Others Assistance Program online. Click here for details and to fill out …	**July 26, 2024**	71	6	5
	Check with your water agency to see what rebates are available to save water money and beautify your home! For more water-saving tips visit CVWaterCounts.com/conservation-tips.…	**July 25, 2024**	41	3	3
	Did you know the Coachella Valley's six water agencies collaborate to increase conservation and act as stewards for local water resources? Find out more here: https://cvwatercounts.com/about/	**July 22, 2024**	76	6	4
	The areas around pools and patios are some of the most difficult places to landscape attractively and for low water and low maintenance. Such locations can be less than ideal for a plant's health. Pools add…	**July 20, 2024**	19	3	3
	If you have ice cubes left over from your drink pour them on a plant instead of throwing them out. Every Drop Counts! For more water-saving tips visit CVWaterCounts.com/conservation-tips.…	**July 18, 2024**	42	4	3
	The Mexican Fencepost is a fast-growing, handsome, dark green, columnar cactus. It can reach up to 10 feet high. Branching from the base can spread to approximately 6 feet wide. Learn more:	**July 15, 2024**	25	3	2
	With the heat of summer upon us, we want to remind you of some pool safety tips:	**July 12, 2024**	16	2	2
	To reduce evaporation and discourage weeds place mulch around your plants. For more water-saving tips visit CVWaterCounts.com/conservation-tips. #WaterWiseWednesday	**July 11, 2024**	46	2	2
	During the month of July in our desert the best times to water your plants are during non-daylight hours when it's cooler. If you have a spray system watering for 13 minutes a day 7 days a week is sufficient. If yo…	**July 8, 2024**	46	2	2
	Happy Fourth of July!	**July 4, 2024**	32	3	3
	July is Smart Irrigation Month! It's all about efficient and wise water use for irrigation, landscaping, and agriculture. Learn more:	**July 4, 2024**	15	3	3
	Conservation Tip of the Month: Check with your water agency to see what rebates are available to save water money and beautify your home! For more water-saving tips visit CVWaterCounts.com/conservation-…	**July 3, 2024**	30,927	384	4
			31,457	430	47

Item 19.

Post	Created at	Reach	Post engaged users	Likes
 **CV Water Counts updated their cover photo.** https://www.facebook.com/cvwatercounts	**July 1, 2024**	42	0	2
 Coachella Water Authority & Sanitary District works each and every day to protect our environment and make Coachella a better place to live. Learn more:	**July 1, 2024**	33	5	5
		31,457	430	47

600

Item 19.

Instagram Information

Impressions
CV Water Counts

5,388

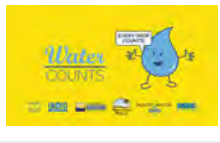
Likes
CV Water Counts

12

Followers (lifetime)
CV Water Counts

246

Post performance
CV Water Counts

Post		Impr.	Engagement	Reach	Saved	Video views
	Did you know the Coachella Valley's six water agencies collaborate to increase conservation and act as stewards for local water resources? Find out more, link in bio.	17	4	16	0	0
	Conservation Tip of the Month: Check with your water agency to see what rebates are available to save water money and beautify your home! For more water-saving tips, click the link in our bio.…	12	2	7	0	0
	Happy Fourth of July!	8	2	3	0	0
	If you or someone you know is in need of water bill assistance during this difficult time, applications are being accepted now for the Help2Others Assistance Program online. For details and to fill out an online…	4	2	4	0	0
	Check with your water agency to see what rebates are available to save water money and beautify your home! #WaterWiseWednesday	0	2	9	0	15
		41	12	39	0	15

Item 19.

E-Blast Information

Campaign performance

CV Water Counts

Campaign	Send Time	Emails Sent	Unique Opens	Total Opens	Open Rate	Industry Open Rate	Total Clicks	Click Rate	Industry Click Rate	Unsubscribe Count
CV Water Counts July 2024	**Wednesday, July 3, 2024 5:00 PM**	748	427	744	57.09%	18.14%	176	6.91%	0.89%	1
		748	427	744	57.09%	18.14%	176	6.91%	0.89%	1

602

MSWD Digital Marketing & Website Report

Website, Social, and Marketing Performance

Jul 1 – 31, 2024

Google Ads Campaigns

Impressions
MSWD

348.41K

Clicks
MSWD

1,863

CTR
MSWD

0.53%

GOOGLE ADS CAMPAIGN PERFORMANCE
MSWD

Campaign name	Impr.	Clicks	CTR
MSWD Rebates July 2024	176,623	1,052	0.6%
MSWD Water Talks July 2024	110,123	108	0.1%
Water Quality July 2024	61,666	703	1.14%
	348,412	1,863	0.53%







Item 19.

Meta Campaign Performance

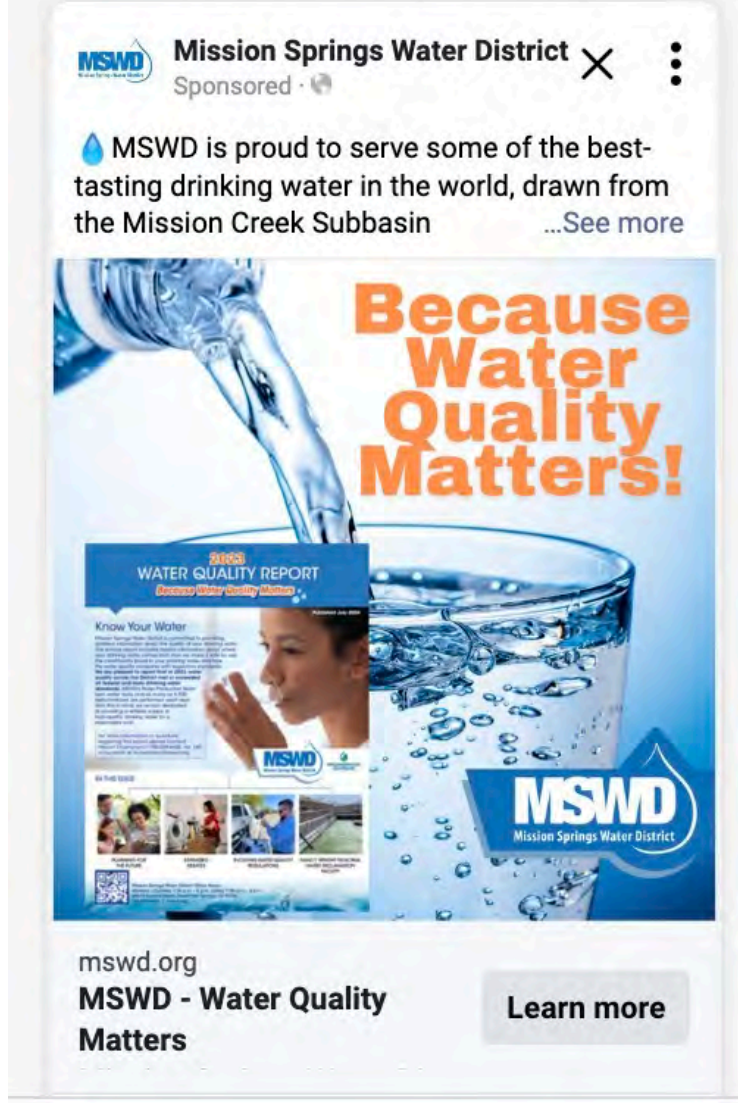
Includes Facebook and Instagram campaigns

Campaign performance

MSWD

Campaign	Link Clicks	Impr.	Reach	Page Likes
Water Talks July 2024	371	54,247	6,924	0
MSWD Rebates July - 2024	112	134,959	10,127	0
MSWD CCR/Water Quality July - 2024	105	129,298	11,271	0
	588	318,504	18,771	0







Website Information

Users
www.mswd.org - http://www.msw…

7,346

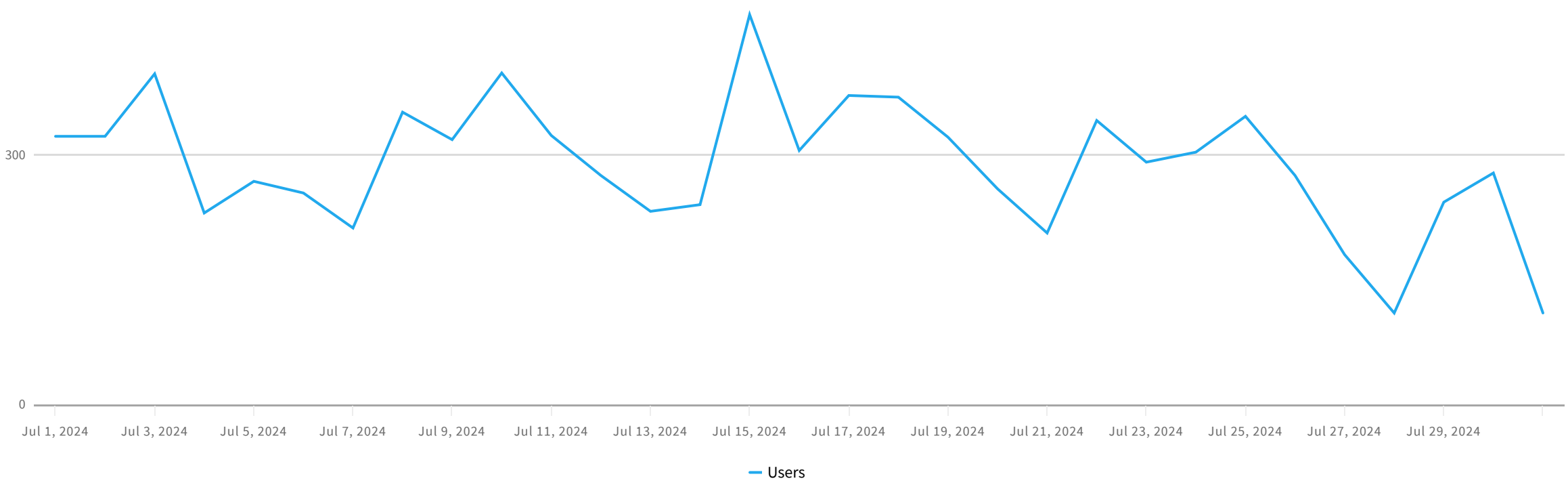
Views
www.mswd.org - http://www.msw…

24,560

Engaged sessions
www.mswd.org - http://www.msw…

6,781

Users by Day
www.mswd.org - http://www.mswd.org - GA4

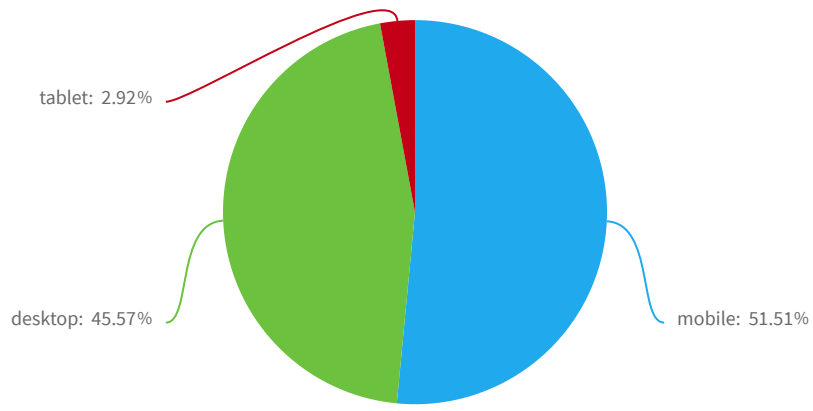


Page Title performance
www.mswd.org - http://www.mswd.org - GA4

Page Title	Views	Views per user	Users	Engaged sessions	Sessions per User	Average engagement time
Home Page | Mission Springs, CA Water District	5,667	1.67	3,376	4,329	1.42	18s
Customer Portal | Mission Springs, CA Water District	4,170	1.62	2,566	3,188	1.41	14s
Rebates | Mission Springs, CA Water District	1,702	1.47	1,112	388	1.31	7s
Job Opportunities | Mission Springs, CA Water District	1,207	3.09	388	598	1.94	25s
(not set)	1,126	0.45	2,493	211	1.23	0s
Online Payment System | Mission Springs, CA Water District	1,042	1.51	680	602	1.17	23s
Water Quality | Mission Springs, CA Water District	999	1.51	635	342	1.24	15s
Bill Pay Options | Mission Springs, CA Water District	822	1.43	570	529	1.24	27s
Water Talks with MSWD | Mission Springs, CA Water District	681	1.35	486	139	1.24	9s
Careers | Mission Springs, CA Water District	645	1.9	340	557	1.77	18s
	24,472	3.28	7,340	6,781	1.52	54s

Engaged sessions by Device category

www.mswd.org - http://www.mswd.org - GA4



Users by City

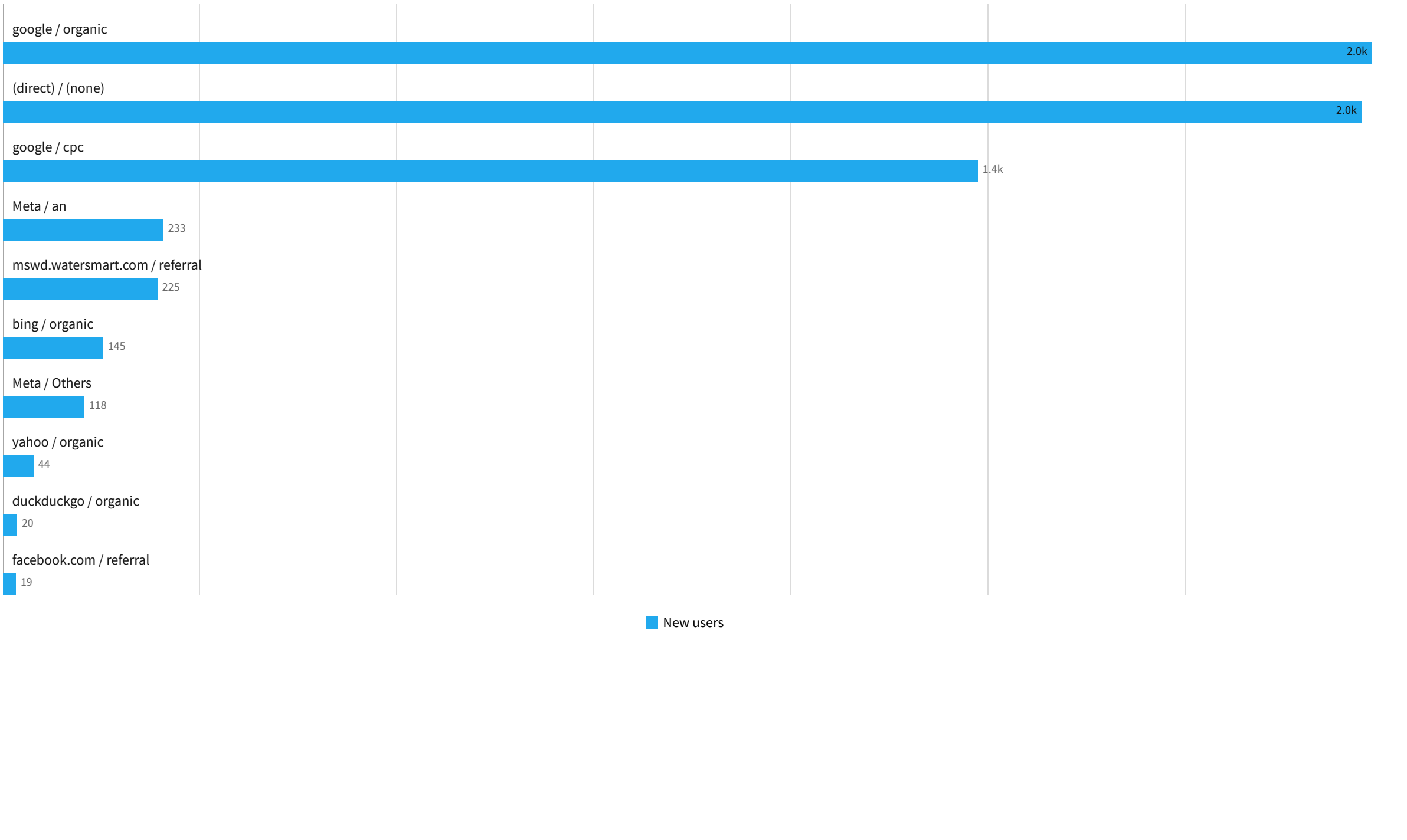
www.mswd.org - http://www.mswd.org - GA4

City	Users
Los Angeles	1,522
Desert Hot Springs	1,297
(not set)	489
Indio	320
Palm Springs	275
San Diego	224
(not set)	195
Riverside	191
San Jose	175
La Quinta	167
	7,346

Item 19.

New users by First user source / medium

www.mswd.org - http://www.mswd.org - GA4



608

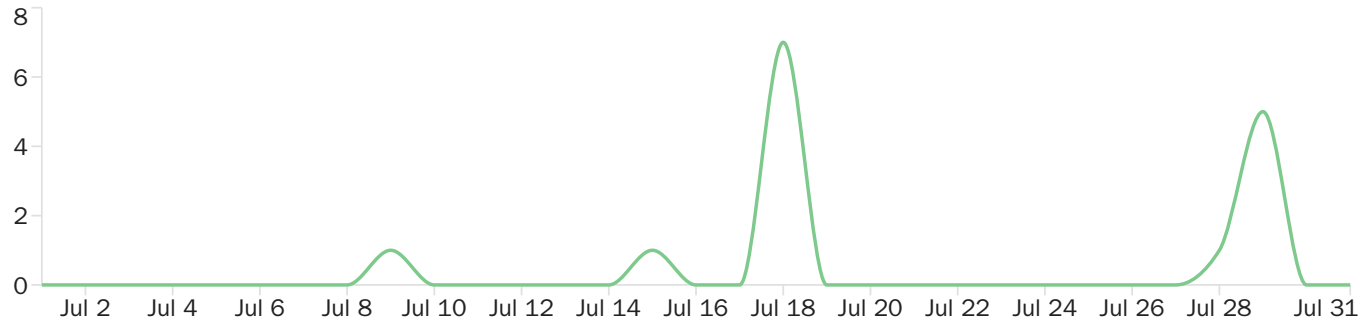
Loom.ly Account Overview (July 1 - 31, 2024)

Total Clicks

15

+12 | (400.0%)

Clicks Over Time

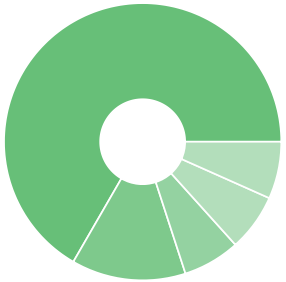


Click Sources



Other Twitter

Click Locations



United States of America Sweden Ireland Canada Finland

Loom.ly Link Metrics (July 1 - 31, 2024)

Creation Date	Shortened URL & Original Link	Clicks	Sources	Locations
July 17, 2024 4:25 PM	https://loom.ly/byodYoU https://www.mswd.org/mswd/page/community-outreach	8	Other 7 Twitter 1	United States of America 5 Ireland 1 More 2
July 16, 2024 12:26 PM	https://loom.ly/4wtJKM4 https://www.mswd.org/mswd/page/bill-assistance-and-resources	5	Other 4 Twitter 1	United States of America 3 Finland 1 Sweden 1
Total	2 links shortened with Loomly	13		
Average		6.5		

Facebook Account Overview (July 1 - 31, 2024)

Posts Published	Total Likes	New Likes	Unlikes
24	1,241	2	0
+4 | 20.0%	+1 | 0.1%	+1 | 100.0%	

Total Reach	Organic Reach	Paid Reach	Impressions	Video Views
113,460	3,227	110,509	279,286	325
+33,701 | 42.3%	-227 | -6.6%	+33,777 | 44.0%	+133,738 | 91.9%	-10,407 | -97.0%

3 Most Engaging Posts

	National Pet Photo Day - MSWD pets 💧At MSWD we love our pets as much as we love water! 💧 The...	19.51%
	Worker Wed Blood Drive ❤️🩸 On this Worker Wednesday we are thankful to all of th...	15.04%
	Post 34347905 Kaylee H. from Bella Vista Elementary shares her love for...	14.08%

3 Highest Reach Posts

	Clothes Washer Rebate 💧Use less and save more! 💧 Did you know you can get rebat...	264
	MSWD water talks!	223
	DHS Rec Center Education 💧💦 A huge thank you to the Desert Hot Springs Recreation ...	220

3 Most Shared Posts

	Help 2 Others As summer heats up, so do our bills. 💙💧Qualifying residen...	6
	Irrigation Month 💧 July is Smart Irrigation Month! 💧 Tired of seeing your...	5
	Water Talk Promo 💧Miss out on our last Water Talk event? Mark your calenda...	5

3 Least Engaging Posts



Toilet Rebate
💧Use less, and save more! 💧 Replace your old, inefficien... 3.85%



Clothes Washer Rebate
💧Use less and save more! 💧 Did you know you can get rebat... 4.17%



Post 35050860
💧💦 Summer conservation tip! Use automatic shut-off nozzle... 4.73%

3 Lowest Reach Posts



Pool Conservation
☀️💧It's Swim Season! Have fun and Conserve Water! 🏖️💧💦 W... 59



Post 34347905
Kaylee H. from Bella Vista Elementary shares her love for... 71



Toilet Rebate
💧Use less, and save more! 💧 Replace your old, inefficien... 78

3 Least Shared Posts



MSWD water talks! 0



Valve Repair
💧Worker Wednesday Highlight! 💧 This morning, our hardwork... 0



National Pet Photo Day - MSWD pets
💧At MSWD we love our pets as much as we love water! 💧 The... 0

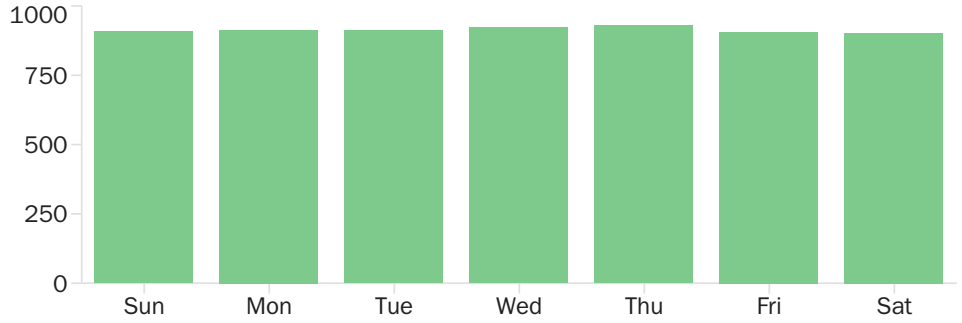
Likes By Country

1. United States of America *(1,209 likes)*
2. Mexico *(12 likes)*
3. France *(4 likes)*
4. Canada *(2 likes)*
5. Sierra Leone *(1 like)*

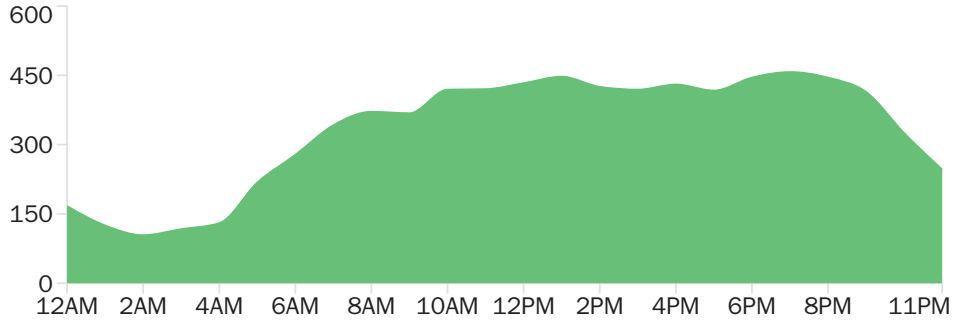
Likes By City

1. Desert Hot Springs, CA *(548 likes)*
2. Indio, CA *(70 likes)*
3. Cathedral City, CA *(50 likes)*
4. Palm Springs, CA *(49 likes)*
5. La Quinta, CA *(48 likes)*

Days your fans are online



Hours fans are online



Facebook Post Metrics (July 1 - 31, 2024)

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Video Views
July 31, 2024 4:02 PM PDT	Image	 Waste Water 🚫🚽 Did you know that "flushable wipes" aren't actually flushable? These wipes can cause major problems at the Alan L. Horton Wastewater Treatment Plant. Our collections department is using a comb...	Worker Wed	105	5	4.76%	3	0	2	5	0
July 30, 2024 4:04 PM PDT	Image	 Toilet Rebate 💧Use less, and save more! 💧 Replace your old, inefficient toilet and save. MSWD offers two different rebates for water-efficient toilets. Purchase a new, ultra-low-flow toilet that uses 1.28 gallo...	Conservation/Reba···	78	3	3.85%	2	0	3	2	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
July 29, 2024 3:08 PM PDT	Image	 Help 2 Others As summer heats up, so do our bills. 💙💧Qualifying residents can receive financial assistance with the Inland SoCal United Way who assists low-income customers pay their water bills, Help2Others. Th...	Customer Service	114	7	6.14%	5	0	6	3	0
July 26, 2024 3:33 PM PDT	Image	 Newsletter 💧Don't forget to check out our monthly Water Matters newsletter, and see what we have been up to this month! 💧 Our July Water Matters newsletter features information about MSWD's Summer Intern Pro...	Customer Service	86	7	8.14%	7	0	3	4	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
July 25, 2024 3:05 PM PDT	Image	 Post 34347905 Kaylee H. from Bella Vista Elementary shares her love for water and emphasizes how important water conservation is to the health of our community. 💧💙 By conserving water, we ensure there's enough ...	Conservation/Reba···	71	10	14.08%	6	2	3	4	0
July 24, 2024 5:06 PM PDT	Video	 MSWD water talks!		223	18	8.07%	13	0	0	12	130
July 24, 2024 4:00 PM PDT	Image	 Valve Repair 💧Worker Wednesday Highlight! 💧 This morning, our hardworking crews were busy excavating to prepare for a valve replacement. Their dedication and skills are what keep everything running smoothly. Th...	Worker Wed	113	15	13.27%	8	0	0	6	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
July 23, 2024 3:30 PM PDT	Image	 Welcome New Employee 💧We're excited to welcome Ana Fisher to the MSWD team! 💧 Ana is joining the MSWD team as a accounting technician. In this role, she will perform various work such as processing invoices, billing, ...	Customer Service	153	21	13.73%	12	2	3	23	0
July 22, 2024 3:28 PM PDT	Image	 Water Talk Promo Mark your calendars, MSWD's monthly Water Talk is in two days! 💧 This month, we are excited to welcome Jeremy Wittie, MS, CSDM, the General Manager of the Coachella Valley Mosquito & Vector Contro...	Event	141	10	7.09%	7	0	5	1	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
July 19, 2024 3:15 PM PDT	Image	 Water During Non Daylight Hours 🌿💧 July is Smart Irrigation Month! 💧🌿 Whether you use an irrigation system, or a simple hose, it's important to water your landscape wisely. Schedule your watering times to avoid the afternoon sun...		95	7	7.37%	5	0	2	1	0
July 18, 2024 4:44 PM PDT	Image	 DHS Rec Center Education 💧💦 A huge thank you to the Desert Hot Springs Recreation Center for inviting us to be a part of the 2024 Summer Camp program! We've had a blast teaching about all things water to an amazing groups ...	Conservation/Reba···	220	19	8.64%	10	0	2	12	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
July 17, 2024 3:54 PM PDT	Image	 Heat and Hydration ☀️💧On this Worker Wednesday we want to show appreciation to our hard working crews working in the heat, and ensuring we have safe, and clean water everyday! ☀️💧🚜 With temperatures rising, we are h...	Worker Wed	123	15	12.2%	9	0	1	10	0
July 16, 2024 6:09 PM PDT	Video	 Pool Conservation ☀️💧It's Swim Season! Have fun and Conserve Water! 🏖️💧💦 With high temperatures causing evaporation and increasing your water bill, here's how to conserve water, and still have fun: 🔆Keep an eye on ...	Conservation/Reba···	59	8	13.56%	7	0	2	2	31

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
July 15, 2024 4:58 PM PDT	Image	 Post 35050860 💧💦 Summer conservation tip! Use automatic shut-off nozzles to save water and prevent high bills from forgotten hoses. Remember, using a hose to wash your car, windows, or solar panels without an au...		148	7	4.73%	6	0	2	0	0
July 12, 2024 4:07 PM PDT	Image	 Clothes Washer Rebate 💧Use less and save more! 💧 Did you know you can get rebates for upgrading to a high-efficiency clothes washer? Not only will you save money on your purchase, but you'll also reduce your energy and...	Conservation/Reba···	264	11	4.17%	9	0	4	4	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
July 11, 2024 3:05 PM PDT	Video	 National Pet Photo Day - MSWD pets 💧At MSWD we love our pets as much as we love water! 💧 The team couldn't resist showing off their beloved pets on National Pet Photo Day! Time to flood your feed with adorable fur babies! Share you...	Event	82	16	19.51%	11	5	0	12	55
July 10, 2024 5:20 PM PDT	Image	 Worker Wed Blood Drive ❤️🩸 On this Worker Wednesday we are thankful to all of the hero donors who donated blood today from the community, our amazing field crews, and our awesome administrative team who rolled up their s...	Worker Wed	113	17	15.04%	11	0	1	13	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
July 09, 2024 3:33 PM PDT	Image	 Award Winning Tap - Homemade Popsicles 🔆💧Summer fun tip, make homemade popsicles with your award winning tap water! 💧🔆 Blend your favorite fruit with about a cup of your award winning tap water, a little honey if you prefer your popsic...	Conservation/Reba···	161	13	8.07%	11	0	2	3	0
July 08, 2024 3:26 PM PDT	Image	 Water Talk Promo 💧Miss out on our last Water Talk event? Mark your calendars, we have another one coming up on July 24th! 💧 This month, we are excited to welcome Jeremy Wittie, MS, CSDM, the General Manager of the...	Event	109	8	7.34%	5	0	5	2	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
July 05, 2024 3:34 PM PDT	Image	 Irrigation Month 💧 July is Smart Irrigation Month! 💧 Tired of seeing your summer water bills skyrocket? It's time to get smart with your irrigation! Install a smart controller and keep those bills in check, you ca...	Conservation/Reba···	104	7	6.73%	5	0	5	1	0
July 04, 2024 7:18 AM PDT	Image	 Post 34141223 Happy 4th of July from MSWD! Our offices are closed today in observance of our nation's independence day; however, we are still here for you 24/7/365 in case of an emergency. 🎉 #4thofJuly #Independ...		83	8	9.64%	7	0	0	2	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
July 03, 2024 4:03 PM PDT	Image	 Worker Wed 💧 Did you know? 💧 MSWD serves an area of 135 square miles! We maintain over 1.25 million feet of pipelines, 13 water wells, and 24 reservoirs. Formed in 1953, the District originally covered just ...	Worker Wed	151	17	11.26%	8	0	2	11	0
July 02, 2024 3:15 PM PDT	Image	 Post 34347417 Join us for another MSWD LifeSteam blood drive on July 10th! 🩸 Be a hero and donate blood to help those in need. Every drop counts! Sign up now and make a difference. ❤️ Scan the QR code or visit ...	Event	117	12	10.26%	10	0	1	1	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
July 01, 2024 3:45 PM PDT	Image	 CCR MSWD is proud to serve some of the best-tasting drinking water in the world, drawn from the Mission Creek Subbasin aquifer. The District is committed to serving pure, clean water and to responsible...	Customer Service	119	11	9.24%	7	0	4	4	0
			Total	3,032	272		184	9	58	138	216
			Average	126.3	11.3	8.97%	7.7	0.4	2.4	5.8	9.0

Twitter Account Overview (July 1 - 31, 2024)

Tweets Published	Total Likes	Total Retweets	Total Followers	Following
23	2	0	107	99
+3 | 15.0%			+1 | 0.9%	

3 Most Retweeted Posts



CCR
MSWD is proud to serve some of the best-tasting drinking water in the world, drawn from the Mission Creek Subbasin aq... 0



Post 34347417
Join us for another MSWD LifeSteam blood drive on July 10th! 🩸 Be a hero and donate blood to help those in need. Ever... 0



Worker Wed
💧Did you know?💧 MSWD serves an area of 135 square miles! We maintain over 1.25 million feet of pipelines, 13 water we... 0

3 Most Liked Posts



National Pet Photo Day - MSWD pets
💧At MSWD we love our pets as much as we love water! 💧 The team couldn't resist showing off their beloved pets on Nati... 2



CCR
MSWD is proud to serve some of the best-tasting drinking water in the world, drawn from the Mission Creek Subbasin aq... 0



Post 34347417
Join us for another MSWD LifeSteam blood drive on July 10th! 🩸 Be a hero and donate blood to help those in need. Ever... 0

3 Least Retweeted Posts



Waste Water
Did you know that "flushable wipes" aren't actually flushable? Our collections department is using a combination truc...
0



Toilet Rebate
💧Use less, and save more! 💧Replace your old, inefficient toilet and save. MSWD offers two different rebates for water...
0



Help 2 Others
As summer heats up, so do our bills. 💙💧Qualifying residents can receive financial assistance with the Inland SoCal Un...
0

3 Least Liked Posts



Waste Water
Did you know that "flushable wipes" aren't actually flushable? Our collections department is using a combination truc...
0



Toilet Rebate
💧Use less, and save more! 💧Replace your old, inefficient toilet and save. MSWD offers two different rebates for water...
0



Help 2 Others
As summer heats up, so do our bills. 💙💧Qualifying residents can receive financial assistance with the Inland SoCal Un...
0

Twitter Post Metrics (July 1 - 31, 2024)

Date	Format	Post	Labels	Retweets	Likes
July 31, 2024 4:03 PM PDT	Image	 Waste Water Did you know that "flushable wipes" aren't actually flushable? Our collections department is using a combination truck to remove the rags that accumulate in the tanks. If wipes build up, they can c...	Worker Wed	0	0
July 30, 2024 4:04 PM PDT	Image	 Toilet Rebate 💧Use less, and save more! 💧Replace your old, inefficient toilet and save. MSWD offers two different rebates for water-efficient toilets. You can get up to $150 back, to view the options go to https...	Conservation/Rebates	0	0
July 29, 2024 3:08 PM PDT	Image	 Help 2 Others As summer heats up, so do our bills. 💙💧 Qualifying residents can receive financial assistance with the Inland SoCal United Way who assists low-income customers pay their water bills, To apply or fi...	Customer Service	0	0

Date	Format	Post	Labels	Retweets	
July 26, 2024 3:33 PM PDT	Image	 Newsletter 💧Don't forget to check out our monthly Water Matters newsletter, and see what we have been up to this month! 💧Our July Water Matters newsletter features information about MSWD's Summer Intern Progr...	Customer Service	0	0
July 25, 2024 11:07 AM PDT	Image	 Post 34347905 Kaylee H. from Bella Vista Elementary shares her love for water and emphasizes how important water conservation is to the health of our community. 💧🌎 #MSWDcares #CalendarContest #IrrigationMonth #W...	Conservation/Rebates	0	0
July 24, 2024 4:02 PM PDT	Image	 Valve Repair 💧Worker Wednesday Highlight! 💧 This morning, our hardworking crews were busy excavating to prepare for a valve replacement. Their dedication and skills are what keep everything running smoothly. Th...	Worker Wed	0	0

Date	Format	Post	Labels	Retweets	
July 23, 2024 3:30 PM PDT	Image	 Welcome New Employee 💧We're excited to welcome Ana Fisher to the MSWD team! 💧Ana is joining the MSWD team as a accounting technician. In this role, she will perform various work such as processing invoices, billing, and...	Customer Service	0	0
July 22, 2024 1:28 PM PDT	Image	 Water Talk Promo Mark your calendars, MSWD's monthly Water Talk is in two days! 💧 This month, we are excited to welcome Jeremy Wittie, General Manager of the Coachella Valley Mosquito & Vector Control District ...	Event	0	0
July 19, 2024 3:15 PM PDT	Image	 Water During Non Daylight Hours 🌿💧 July is Smart Irrigation Month! 💧🌿 Schedule your watering times to avoid the afternoon sun and summer heat. The best times to water your plants are during non-daylight hours. This helps prevent ...		0	0

Date	Format	Post	Labels	Retweets	
July 18, 2024 4:04 PM PDT	Image	 DHS Rec Center Education A huge thank you to the Desert Hot Springs Recreation Center for inviting us to be a part of the 2024 Summer Camp program! We've had a blast teaching about all things water and conservation to an a...	Conservation/Rebates	0	0
July 17, 2024 3:54 PM PDT	Image	 Heat and Hydration ☀️💧On this Worker Wednesday we want to show appreciation to our hard working crews working in the heat, and ensuring we have safe, and clean water everyday! With temperatures rising, we are happy t...	Worker Wed	0	0
July 16, 2024 6:09 PM PDT	Video	 Pool Conservation ☀️💧It's Swim Season! Have fun and Conserve Water! 🏖️💧💦 Keep an eye on your auto-fill feature, check for and repair any leaks in your pool or equipment, invest in a pool cover to minimize water los...	Conservation/Rebates	0	0

Date	Format	Post	Labels	Retweets	Item 19.
July 15, 2024 4:58 PM PDT	Image	 Post 35050860 💧💦 Summer conservation tip! Use automatic shut-off nozzles to save water and prevent high bills from forgotten hoses. Using a hose to wash your car, windows, or solar panels without an automatic sh...		0	0
July 12, 2024 4:07 PM PDT	Image	 Clothes Washer Rebate 💧Use less and save more!💧 Did you know you can get rebates for upgrading to a high-efficiency clothes washer? Not only will you save money on your purchase, but you'll also reduce your energy and ...	Conservation/Rebates	0	0
July 11, 2024 3:04 PM PDT	Video	 National Pet Photo Day - MSWD pets 💧At MSWD we love our pets as much as we love water! 💧 The team couldn't resist showing off their beloved pets on National Pet Photo Day! Let's celebrate the unconditional love and joy they bring i...	Event	0	2

Date	Format	Post	Labels	Retweets	
July 10, 2024 5:20 PM PDT	Image	 Worker Wed Blood Drive 🩸 On this Worker Wednesday we are thankful to all of the hero donors who donated blood today from the community, our amazing field crews, and our awesome admin. team who rolled up their sleeves to ...	Worker Wed	0	0
July 09, 2024 3:33 PM PDT	Image	 Award Winning Tap - Homemade Popsicles 🔆💧Summer fun tip, make homemade popsicles with your award winning tap water! 💧🔆 Blend your favorite fruit with a cup of your award winning tap water, a little honey if you prefer your popsicles to ...	Conservation/Rebates	0	0
July 08, 2024 12:26 PM PDT	Image	 Water Talk Promo 💧Miss out on our last Water Talk event? Join us on July 24th! 💧 We are excited to welcome Jeremy Wittie, the General Manager of the Coachella Valley Mosquito & Vector Control District to discus...	Event	0	0

Date	Format	Post	Labels	Retweets	
July 05, 2024 12:34 PM PDT	Image	 Irrigation Month July is Smart Irrigation Month! 💧Tired of seeing your summer water bills skyrocket? Install a smart controller, adjust watering times from anywhere and control your water use! Check out our smart c...	Conservation/Rebates	0	0
July 04, 2024 7:20 AM PDT	Image	 Post 34141223 Happy 4th of July from MSWD! Our offices are closed today in observance of our nation's independence day; however, we are still here for you 24/7/365 in case of an emergency. 🎉 #4thofJuly #Independ...		0	0
July 03, 2024 4:03 PM PDT	Image	 Worker Wed 💧Did you know?💧 MSWD serves an area of 135 square miles! We maintain over 1.25 million feet of pipelines, 13 water wells, and 24 reservoirs. Our dedicated crews work tirelessly to keep your water f...	Worker Wed	0	0

Date	Format	Post	Labels	Retweets	
July 02, 2024 11:48 AM PDT	Image	 Post 34347417 Join us for another MSWD LifeSteam blood drive on July 10th! 🩸 Be a hero and donate blood to help those in need. Every drop counts! Sign up now and make a difference. ❤️ Scan the QR code or visit h...	Event	0	0
July 01, 2024 10:12 AM PDT	Image	 CCR MSWD is proud to serve some of the best-tasting drinking water in the world, drawn from the Mission Creek Subbasin aquifer. Check your mail boxes to read the 2023 Annual Water Quality Report or to ...	Customer Service	0	0
			Total	0	2
			Average	0.0	0.1

Instagram Account Overview (July 1 - 31, 2024)

Posts Published	Total Followers	New Followers	Impressions	Reach	Profile Views
23	345	7	3,162	2,127	63
+5 | 27.8%	+5 | 1.5%	+3 | 75.0%	-27,898 | -89.8%	-25,428 | -92.3%	-70 | -52.6%

3 Most Liked Posts



Worker Wed Blood Drive
❤️🩸 On this Worker Wednesday we are thankful to all of the hero donors who donated blood today from the community, ou... 14



Welcome New Employee
💧We're excited to welcome Ana Fisher to the MSWD team! 💧 12

Ana is joining the MSWD team as a accounting technician. In...



Valve Repair
💧Worker Wednesday Highlight! 💧 This morning, our hardworking crews were busy excavating to prepare for a valve replac... 12

3 Most Commented Posts



CCR
MSWD is proud to serve some of the best-tasting drinking water in the world, drawn from the Mission Creek Subbasin aq... 0



Post 34347417
Join us for another MSWD LifeSteam blood drive on July 10th! 🩸 Be a hero and donate blood to help those in need. Ever... 0



Worker Wed
💧 Did you know? 💧 0

MSWD serves an area of 135 square miles! We maintain over 1.25 million feet of pipelines, 13 water...

3 Least Liked Posts



Toilet Rebate
💧Use less, and save more! 💧
Replace your old, inefficient toilet and save. MSWD offers two different rebates for wat... 4



Post 35050860
💧💦 Summer conservation tip! Use automatic shut-off nozzles to save water and prevent high bills from forgotten hoses.... 4



Clothes Washer Rebate
💧Use less and save more! 💧 Did you know you can get rebates for upgrading to a high-efficiency clothes washer? Not o... 4

3 Least Commented Posts



Waste Water
🚫🚽 Did you know that "flushable wipes" aren't actually flushable? These wipes can cause major problems at the Alan L.... 0



Toilet Rebate
💧Use less, and save more! 💧
Replace your old, inefficient toilet and save. MSWD offers two different rebates for wat... 0



Help 2 Others
As summer heats up, so do our bills. 💙💧Qualifying residents can receive financial assistance with the Inland SoCal Un... 0

Instagram Story Metrics (July 1 - 31, 2024)

Date	Story	Labels	Exits	Impressions	Reach	Replies	Taps Forward	Taps Back
No stories found within the selected date range.								

Instagram Post Metrics (July 1 - 31, 2024)

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Video Views
July 31, 2024 4:03 PM PDT	Image	 Waste Water 🚫🚽 Did you know that "flushable wipes" aren't actually flushable? These wipes can cause major problems at the Alan L. Horton Wastewater Treatment Plant. Our collections department is using a comb...	Worker Wed	9	0	28	28	9	32.14%	0	
July 30, 2024 4:04 PM PDT	Image	 Toilet Rebate 💧Use less, and save more! 💧 Replace your old, inefficient toilet and save. MSWD offers two different rebates for water-efficient toilets. Purchase a new, ultra-low-flow toilet that uses 1.28 gallo...	Conservation/Reba···	4	0	15	14	4	28.57%	0	
July 29, 2024 3:08 PM PDT	Image	 Help 2 Others As summer heats up, so do our bills. 💙💧 Qualifying residents can receive financial assistance with the Inland SoCal United Way who assists low-income customers pay their water bills, Help2Others. Th...	Customer Service	5	0	16	16	5	31.25%	0	

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	*Item 19.*
July 26, 2024 3:33 PM PDT	Image	 Newsletter 💧Don't forget to check out our monthly Water Matters newsletter, and see what we have been up to this month! 💧 Our July Water Matters newsletter features information about MSWD's Summer Intern Pro...	Customer Service	7	0	20	18	7	38.89%	0	
July 25, 2024 3:05 PM PDT	Image	 Post 34347905 Kaylee H. from Bella Vista Elementary shares her love for water and emphasizes how important water conservation is to the health of our community. 💧💙 By conserving water, we ensure there's enough ...	Conservation/Reba···	5	0	26	23	5	21.74%	0	
July 24, 2024 4:02 PM PDT	Image	 Valve Repair 💧Worker Wednesday Highlight! 💧 This morning, our hardworking crews were busy excavating to prepare for a valve replacement. Their dedication and skills are what keep everything running smoothly. Th...	Worker Wed	12	0	44	39	12	30.77%	0	

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
July 23, 2024 3:30 PM PDT	Image	 Welcome New Employee 💧We're excited to welcome Ana Fisher to the MSWD team! 💧 Ana is joining the MSWD team as a accounting technician. In this role, she will perform various work such as processing invoices, billing, ...	Customer Service	12	0	63	57	13	22.81%	1
July 22, 2024 3:28 PM PDT	Image	 Water Talk Promo Mark your calendars, MSWD's monthly Water Talk is in two days! 💧 This month, we are excited to welcome Jeremy Wittie, MS, CSDM, the General Manager of the Coachella Valley Mosquito & Vector Contro...	Event	10	0	100	89	10	11.24%	0
July 19, 2024 3:15 PM PDT	Image	 Water During Non Daylight Hours 🌿💧 July is Smart Irrigation Month! 💧🌿 Whether you use an irrigation system, or a simple hose, it's important to water your landscape wisely. Schedule your watering times to avoid the afternoon sun...		8	0	39	35	8	22.86%	0

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	*Item 19.*
July 18, 2024 4:44 PM PDT	Image	 DHS Rec Center Education 💧💦 A huge thank you to the Desert Hot Springs Recreation Center for inviting us to be a part of the 2024 Summer Camp program! We've had a blast teaching about all things water to amazing groups of ...	Conservation/Reba···	11	0	57	50	12	24.0%	1	
July 17, 2024 3:54 PM PDT	Image	 Heat and Hydration ☀️💧On this Worker Wednesday we want to show appreciation to our hard working crews working in the heat, and ensuring we have safe, and clean water everyday! ☀️💧🚜 With temperatures rising, we are h...	Worker Wed	11	0	64	55	12	21.82%	1	
July 16, 2024 6:09 PM PDT	Video	 Pool Conservation ☀️💧It's Swim Season! Have fun and Conserve Water! 🏖️💧💦 With high temperatures causing evaporation and increasing your water bill, here's how to conserve water, and still have fun: 🔆Keep an eye on ...	Conservation/Reba···	5	0		26	5	19.23%	0	

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
July 15, 2024 4:58 PM PDT	Image	 Post 35050860 💧💦 Summer conservation tip! Use automatic shut-off nozzles to save water and prevent high bills from forgotten hoses. Remember, using a hose to wash your car, windows, or solar panels without an au...		4	0	34	32	4	12.5%	0
July 12, 2024 4:07 PM PDT	Image	 Clothes Washer Rebate 💧Use less and save more! 💧 Did you know you can get rebates for upgrading to a high-efficiency clothes washer? Not only will you save money on your purchase, but you'll also reduce your energy and...	Conservation/Reba···	4	0	35	32	4	12.5%	0
July 11, 2024 3:31 PM PDT	Video	 💧At MSWD we love our pets as much as we love water! 💧 The team couldn't resist showing off their beloved pets on National Pet Photo Day! Time to flood your feed with adorable fur babies! Share your...		11	0		52	11	21.15%	0

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	*Item 19.*
July 10, 2024 5:20 PM PDT	Image	 Worker Wed Blood Drive ❤️🩸 On this Worker Wednesday we are thankful to all of the hero donors who donated blood today from the community, our amazing field crews, and our awesome administrative team who rolled up their s...	Worker Wed	14	0	55	49	14	28.57%	0	
July 09, 2024 3:33 PM PDT	Image	 Award Winning Tap - Homemade Popsicles 🔆💧Summer fun tip, make homemade popsicles with your award winning tap water! 💧🔆 Blend your favorite fruit with about a cup of your award winning tap water, a little honey if you prefer your popsic...	Conservation/Reba···	4	0	28	27	4	14.81%	0	
July 08, 2024 3:26 PM PDT	Image	 Water Talk Promo 💧Miss out on our last Water Talk event? Mark your calendars, we have another one coming up on July 24th! 💧 This month, we are excited to welcome Jeremy Wittie, MS, CSDM, the General Manager of the...	Event	5	0	42	39	5	12.82%	0	

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
July 05, 2024 3:34 PM PDT	Image	 Irrigation Month 💧 July is Smart Irrigation Month! 💧 Tired of seeing your summer water bills skyrocket? It's time to get smart with your irrigation! Install a smart controller and keep those bills in check, you ca...	Conservation/Reba···	4	0	33	31	4	12.9%	0
July 04, 2024 7:20 AM PDT	Image	 Post 34141223 Happy 4th of July from MSWD! Our offices are closed today in observance of our nation's independence day; however, we are still here for you 24/7/365 in case of an emergency. 🎉 #4thofJuly #Independ...		4	0	28	26	4	15.38%	0
July 03, 2024 4:03 PM PDT	Image	 Worker Wed 💧 Did you know? 💧 MSWD serves an area of 135 square miles! We maintain over 1.25 million feet of pipelines, 13 water wells, and 24 reservoirs. Formed in 1953, the District originally covered just ...	Worker Wed	8	0	55	48	9	18.75%	1

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
July 02, 2024 3:15 PM PDT	Image	 Post 34347417 Join us for another MSWD LifeSteam blood drive on July 10th! 🩸 Be a hero and donate blood to help those in need. Every drop counts! Sign up now and make a difference. ❤️ Scan the QR code or visit ...	Event	5	0	38	36	5	13.89%	0
July 01, 2024 3:45 PM PDT	Image	 CCR MSWD is proud to serve some of the best-tasting drinking water in the world, drawn from the Mission Creek Subbasin aquifer. The District is committed to serving pure, clean water and to responsible...	Customer Service	8	0	51	44	8	18.18%	0
			Total	170	0	871	866	174		4
			Average	7.4	0.0	41.5	37.7	7.6	20.09%	0.2

LinkedIn Account Overview (July 1 - 31, 2024)

Posts Published	Likes	Views	Followers
0	14	22	340
-4 | -100.0%	-102 | -87.9%	-36 | -62.1%	+5 | 1.5%

Comments	Impressions	Clicks	Engagement Rate
1	562	19	7.74%
	-1,095 | -66.1%	-63 | -76.8%	0.0 | -0.6%

LinkedIn Post Metrics (July 1 - 31, 2024)

Date	Format	Post	Labels	Shares	Clicks	Engagement Rate	Reactions	Impressions	Comments
No posts found within the selected date range.									
Total									
Average									