



# BOARD OF DIRECTORS REGULAR MEETING AGENDA

Monday, May 15, 2023 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 VIRTUALITY 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

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## ACTION MAY BE TAKEN ON ANY ITEM LISTED ON THIS AGENDA

1. CALL TO ORDER
2. ANNOUNCEMENT AND VERIFICATION OF REMOTE MEETING PARTICIPATION PURSUANT TO AB 2449 OR GC 54953(b)
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
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 AFFAIRS COMMITTEE REPORT & RECOMMENDATION FOR ACTION**  
It is recommended to consider recommendations from the Public Affairs Committee and deny any further action or billing adjustments for 66249 Avenida Barona.
- 9. HUMAN RELATIONS COMMITTEE REPORT & RECOMENDATION FOR ACTION**  
It is recommended that the Board consider the Human Relations Committee's recommendations and direct the Director of Finance to implement action item as part of the annual budget process.
- 10. RESOLUTION 2023-08 - NOMINATION OF CANDIDATE FOR ELECTION TO ACWA REGION 9 BOARD OF DIRECTORS**  
It is recommended to adopt Resolution 2023-08 and nominating Director Amber Duff for Board Member of ACWA Region 9.
- 11. PROPOSED ADOPTION OF MSWD SOCIAL MEDIA POLICY NO. 2023-01**  
It is recommended to adopt the MSWD Social Media Policy No. 2023-01
- 12. AWARD OF PROFESSIONAL HYDROLOGIC SUPPORT SERVICES CONTRACT FOR WELL 35 TO KYLE GROUNDWATER, INC.**  
It is recommended to approve the scope of work and agreement and authorize the General Manager to execute an agreement with Kyle Groundwater, Inc., in the not-to-exceed amount of \$64,801 for hydrologic consulting services at Well 35.
- 13. AWARD OF CONTRACT WITH ECOLOGY AUTO PARTS INC. FOR HAULING OF SUB-CLASS "B" BIO-SOLIDS, GRIT, AND SCREENING OFF-SITE**  
It is recommended to authorize the General Manager to execute a 3-year contract for a not to exceed amount of \$440,000 per year, with the option to extend the contract for three (3) one-year terms to Ecology Auto Parts Inc. for the hauling of Sub-Class "B" bio-solids, grit, and screening off-site for landfill or beneficial reuse and authorize the General Manager to do all things necessary to complete the project.
- 14. CONTRACT AMENDMENT WITH AECOM TECHNICAL SERVICES, INC. FOR THE ENGINEERING SERVICES DURING CONSTRUCTION OF THE REGIONAL WATER RECLAMATION FACILITY PROJECT**  
It is recommended to authorize the General Manager to execute a contract amendment with AECOM Technical Services, Inc. for additional engineering services during construction of the Regional Water Reclamation Facility Project in the amount of \$378,774.00, for a total contract amount not to exceed \$841,822.
- 15. PURCHASE THREE PORTABLE GENERATORS FOR EMERGENCY OPERATIONS**  
It is recommended to authorize the General Manager to purchase three portable generators (2-275 kw and 1-200 kw) from Cummins for \$530,000 which includes transportation, delivery, training, cables and other associated costs.

**DISCUSSION ITEMS**

- 16. NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE**
- 17. 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.*

**18. APPROVAL OF MINUTES**

It is recommended to approve the minutes as follows:

April 13, 2023 - Study Session  
April 17, 2023 - Board Meeting  
April 20, 2023 - Human Relations Committee Meeting  
May 3, 2023 - Public Affairs Committee Meeting

**19. REGISTER OF DEMANDS**

The register of demands totaling \$1,386,187.19

**REPORTS****20. DIRECTOR'S REPORTS****21. GENERAL MANAGER'S REPORT****COMMENTS****22. DISTRICT COUNSEL COMMENTS****23. DIRECTOR COMMENTS****CLOSED SESSION****24. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION**

pursuant to Government Code Section 54956.9(d)(1)  
One Case: Case No. PSC 1600676  
(Mission Springs Water District vs. Desert Water Agency)

**25. REPORT ON ACTION TAKEN DURING CLOSED SESSION****26. ADJOURN**

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***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.***

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**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](http://WWW.MSWD.ORG/MEETINGS). NOTE: THE PROCEEDINGS MAY BE AUDIO AND VIDEO RECORDED.**

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**CERTIFICATION OF POSTING**

I certify that on or before May 12, 2023, 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).



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Arden Wallum  
Secretary of the Board of Directors



# AGENDA STAFF REPORT

**MEETING NAME:** REGULAR BOARD MEETINGS

**MEETING DATE(S):** MAY 15, 2023

**FROM:** ORIANA HOFFERT - HUMAN RESOURCES MANAGER

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## HUMAN RESOURCES REPORT

PERSONNEL ACTIVITY FOR THE PERIOD APRIL 1-30, 2023

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### NEW HIRES

Charles Bell                                      Water Production Operator I

### ANNIVERSARIES

Jason Weekley	Lead Field Operations Technician	3 Years
Ann Rogers	Customer Service Representative II	7 Years
Robert Lopez	Purchasing and Warehouse Specialist	17 Years
David Pena	Field Service Representative II	18 Years
Nancy Mezquita	Senior Customer Service Representative	31 Years

### PROMOTIONS

Alex Nine                                      Lead Fleet & Facilities Maintenance Worker  
(previously Field Operations Technician II)

### CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

None

# AGENDA STAFF REPORT



**MEETING NAME:** REGULAR BOARD MEETING

**MEETING DATE(S):** May 15, 2023

**FROM:** ARTURO CEJA – DIRECTOR OF FINANCE

**FOR:** ACTION  DIRECTION  INFORMATION

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## PUBLIC AFFAIRS COMMITTEE REPORT AND RECOMMENDATION FOR ACTION

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### STAFF RECOMMENDATION

Consider recommendations from the Public Affairs Committee and deny any further action or billing adjustments for 66249 Avenida Barona.

### BACKGROUND

Mr. Chang Rhee's previous tenant on the property located at 66249 Avenida Barona accumulated a large balance on the account. They accumulated this balance through the COVID-19 pandemic when the State instituted a shutoff moratorium on unpaid water and sewer accounts. Staff removed all late fees associated with the account balance to help Mr. Rhee with the unpaid balance. Mr. Rhee wants the District to cancel the account charges for the period after the shutoff moratorium ended through the date the account was disconnected for nonpayment (January 1 – September 15, 2022).

### SUMMARY

On March 14, 2023, property owner, Chang Rhee called and left a voicemail related to the unpaid water bill left by his previous tenant on the rental property located at 66249 Avenida Barona. After investigating the account status, reviewing notes from the communication that staff noted from calls with Mr. Rhee, it was noted that staff had already reversed all late fees on the account totaling \$3,093.03. Additionally, this account was included in the State Arrearage funding request and received \$723.11 towards the tenant's unpaid water bills.

The tenant took advantage of the State's shut off moratorium that ended on December 31, 2021, and the newly adopted SB998 that required the District to reach out to customers at risk of being disconnected for non-payment before shutting them off. The tenant contacted the District on April 5, 2022, to set up a payment plan, making several payments through June 2022. The tenant's account was not turned off until September of 2022 because SB998 requires a 60 day wait period before turning customers off for non-payment.

### FISCAL IMPACT

The total outstanding balance for the disputed account is \$2,445.55.

### ATTACHMENTS

Public Relations Committee Meeting Minutes

Email communication with Mr. Rhee requesting a meeting with the Public Affairs Committee.

66249 Avenida Barona Timeline Report



**Public Relations Committee**  
**(Chair—Griffith, Member—Sewell)**  
**MEETING NOTICE AND MINUTES**  
**Wednesday, May 03, 2023 — 11:00 AM**

**CALL TO ORDER**

Chairman Robert Griffith called the meeting to order at 11:00 am

**ROLL CALL**

**COMMITTEE MEMBERS PRESENT:** Chair Robert Griffith, Member Ivan Sewell

**STAFF MEMBERS PRESENT:** Arturo Ceja, Arden Wallum, Brian Macy, Marion Champion  
 Dori Petee

**CUSTOMER PRESENT:** Chang Rhee (Homeowner)

**PUBLIC INPUT**

No public input

**APPEAL OF WATER CONSUMPTION CHARGES**

66249 Avenida Barona - Discussion and recommendation to the Board of Directors on appeal of water consumption charges.

Arturo Ceja presented a timeline of activities for this account. Mr. Ceja noted that when COVID hit the State issued a moratorium on disconnections. During this time the customer of record (known here as the tenant) accumulated a balance of roughly \$4,000 which included late fees. Mr. Rhee was notified the entire time of the accumulation. In March of 2021, the District removed \$535 in late fees at the request of the tenant. In December of 2021, the moratorium ended. However, the State required the District to make contact with the customer of record (tenant) and set up a payment plan prior to disconnection. In addition, SB 998 prohibited the District from disconnecting service for nonpayment until a payment by a customer has been delinquent for at least 60 days. This clock started when the moratorium was lifted. In January of 2022 this account was included in the Districts arrearages request and received \$723 from the State to apply to this account. The customer also reached out to the District to inquire about a leak at this address which was a contributing factor to the high bills. On April 5<sup>th</sup> the tenant reached out to the District and established a payment plan of \$100 per month. In addition, the customer applied for bill assistance through the Untied Way and received a \$100 payment towards their account. On June 2<sup>nd</sup> the homeowner notified the District that he was beginning the eviction process on his tenants. At the same time the tenant established another payment plan. After speaking with Mr. Rhee who expressed he was not comfortable with the balance on this account, the District removed another \$2340 in late fees from the account. The homeowner was also notified about additional bill assistance that may be available to him.

Mr. Rhee addressed the committee and noted some discrepancies in the timeline of his eviction process. He admitted to knowing any balance left by his tenants would be his responsibility, however he never thought the amount would get so high. The circumstances of COVID really affected the way the District ability to handle disconnections. He noted his tenants were Section 8 and feels we should

consider the tenants credit worthiness prior to establishing service. He understands the requirements of SB 998 but feels the District should have acted more quickly. Additionally, because the tenants defaulted many times on their payment arrangements, Mr. Rhee feels we should have taken that into consideration before establishing other payment arrangements.

Member Sewell asked for more clarification on efforts made by the District from January 2022 – present. Mr. Ceja noted that prior to disconnection the District was required to contact the customer and establish a payment plan, the District used many methods of communication to attempt to contact customers, mailings, robo calls, and door hangers. These methods of contact continued through April of 2022. We could not begin the shut off process until we heard back from the customer which happened on April 5, 2022. At this point if the customer refused a payment plan, they would have been immediately disconnected, but the customer did establish a payment plan for this account.

Points of clarification: If a payment plan is established but defaulted on, say the customer misses a payment but then starts up again, it restarts the clock each time.

January of 2022 the tenant reached out to the district regarding a possible leak, which was a contributing factor to the high bills. Mr. Rhee didn't in fact fix said leak until April of 2023. Mr. Rhee claims he was not informed by his previous tenants that there was a leak.

Chairman Griffith noted it is not the responsibility of the District to determine that a customer is credit worthy to establish water service. Additionally in terms of the timeline, the District followed the law and removed up to \$3816 in late fees. As a homeowner, Mr. Rhee is responsible for the balance left on the account. According to Prop 2018, the law determines what the District can and can't do with regards to water service and accounts. Article XIII D, section 6 in summary states the District cannot charge more than the cost of providing service and is proportionally allocated, meaning other rate payers cannot and should not be responsible for water a single customer used. So, the District cannot forgive the fees associated with a customer's account and make other customers responsible for those fees.

Member Sewell confirmed that Mr. Rhee was informed of the increasing balance. Mr. Ceja confirmed that once a tenant becomes past due, the owner of records receives all bills until the amount is no longer past due.

The committee discussed this situation and stated from their perspective that the Board reject this claim.

#### **ADJOURN**

With no further business, Chairman Griffith adjourned the meeting at 11:31 AM.

Respectfully,

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Arden Wallum  
Secretary of the Board of Directors





**Dori Petee**

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**From:** Arturo Ceja  
**Sent:** Wednesday, March 22, 2023 1:36 PM  
**To:** rheebench500  
**Cc:** Dori Petee  
**Subject:** RE: Water Account 2 [REDACTED]

Good afternoon Mr. Rhee,

I spoke to Dori about your account, and we will reach out back to you in the next week or two so we can go over your situation with the public affairs committee who is part of the board of directors. They can hear your case and answer your complaint.

Thanks.

**Arturo Ceja**  
*Director of Finance, MBA*  
**Mission Springs Water District**  
66575 Second Street  
Desert Hot Springs, CA 92240  
O: 760-329-6448 x 134  
M: 760-660-4396



**MSWD Mission: Provide, Protect & Preserve our Most Valuable Resource...Water.**

**SOCIAL MEDIA**

Facebook: [@MissionSpringsWaterDistrict](#)  
Twitter: [@MSWaterDistrict](#)  
Instagram: [@MissionSpringsWaterDistrict](#)



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**From:** rheebench500 <[REDACTED]@[REDACTED].com>  
**Sent:** Tuesday, March 21, 2023 9:00 AM  
**To:** Arturo Ceja <aceja@mswd.org>  
**Subject:** RE: Water Account 2 [REDACTED]

Mr Ceja, please give me a call. I rather talk over the phone because I have problems with writing English. Thank you.

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Arturo Ceja <[aceja@mswd.org](mailto:aceja@mswd.org)>  
Date: 3/21/23 7:57 AM (GMT-08:00)  
To: [REDACTED]  
Cc: April Scott <[AScott@mswd.org](mailto:AScott@mswd.org)>  
Subject: Water Account 26-998001-14

Good morning Mr. Rhee,

Attached is the application for water service at the address located at 66249 Ave Barona that you requested. I highlighted the second page where it states that the owner is responsible for the water charges on the account.

We have already removed \$2,558 in late fees (\$2,340.98 in June 2022 and \$217.02 in September 2022). There are no other fees that we can remove as we are required by law to recover the costs of providing the water service to the property (CA government code #31701 & #35470).

The reason your tenant was not shut off until roughly September is that they made a good faith effort to pay the District and setup a payment plan. By the time you were involved, it was around June and the tenant stopped paying their water bill completely. The law requires that we not shut off people until after 60 days from being delinquent, so that is why we shut the account off in mid-September.

Thank you.

**Arturo Ceja**

*Director of Finance, MBA*

**Mission Springs Water District**

66575 Second Street

Desert Hot Springs, CA 92240

O: 760-329-6448 x 134

M: 760-660-4396



*MSWD Mission: Provide, Protect & Preserve our Most Valuable Resource...Water.*

**SOCIAL MEDIA**

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Instagram: [@MissionSpringsWaterDistrict](#)



66249 Ave Barona Timeline.

April 2020 – COVID and shutoff moratorium

March 2021 – \$535.03 late fees removed

March 2021 – \$542.00 last payment made on the account

March 2021 – payment plan created for the account \$590.00

December 31 2021 – shut off moratorium ends

January – April customer outreach to setup payment plan before being shut off

January 2022 – \$723.11 Arrearage funds paid by the State

January 2022 – Tenant reached out asking about the charges and think there is something wrong with the meter, was informed of continuous flow and possible leak.

April 5, 2022 – Tenant reached out to the District to setup payment plan

April 5, 2022 – Tenant made first payment of \$100 towards account balance

April 25, 2022 – United Way made second payment of \$100 towards account

June 2, 2022 – Owner reaches out to inquire on the account because he had began eviction process

June 2, 2022 - \$200 payment was made on the account

June 2, 2022 – Late fees removed \$2,340.98

June 2, 2022 – Tenant was informed about LIHEAP to help with account balance, never received application.

SB998 requires that we provide customers 60 days before we shut water off after nonpayment, that would be 8/11 bill, left door hanger and on 9/7 water was shut off.

9/13/22 – new tenant came in to apply for water service.

September 19, 2022 – owner reached out about canceling the balance on the account and was told we could only remove the final late fees on the account of \$217.02.

We removed \$3,093.03 in late fees since the moratorium began, we also included the account with the request for arrearage funding we received from the State and applied \$723.11 in State payments.

Finally, we reached out 8/26/20 and 3/23/21 to inform them that there was continuous water flowing through the meter and potential for a leak.

Contacted new tenant on 3/27/23, 3/29/23 and 3/30/23 about continuous water flow through meter.

# AGENDA STAFF REPORT



**MEETING NAME:** REGULAR BOARD MEETING

**MEETING DATE(S):** May 15, 2023

**FROM:** ORIANA HOFFERT – HUMAN RESOURCES  
MANAGER

**FOR:** ACTION  DIRECTION  INFORMATION

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## HUMAN RELATIONS COMMITTEE REPORT AND RECOMMENDATION FOR ACTION

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### STAFF RECOMMENDATION

Consider the Human Relations Committee's recommendations and direct the Director of Finance to implement action items as part of the annual budget process.

### BACKGROUND

Each year, the Human Relations (HR) Committee, comprised of two members of the Board of Directors, the General Manager, Assistant General Manager, the Director of Finance, the Director of Operations, and the Human Resources Manager meet to discuss ways of improving competitiveness with surrounding water districts relative to compensation and benefits.

### SUMMARY

MSWD's HR Committee met on April 20, 2023. Staff identified three items for consideration by the HR Committee:

1. Cost of Living Adjustment (COLA) increase of 4.2% which is to be implemented by modifying the District's salary matrix.
2. Bilingual pay \$25/pay period for qualified staff. To be qualified, staff will be required to pass an examination administered by the District.
3. \$500/month medical stipend for employees not enrolling in the District medical insurance plan.

The HR Committee thoroughly vetted the above item as described in the attached April 20, 2023 Meeting Minutes.

### FISCAL IMPACT

Fiscal impact of is dependent on which requests are implemented. An Analysis and Fiscal Impact Report is attached.

### ATTACHMENTS

HR Committee Meeting PowerPoint Presentation  
HR Committee Meeting Minutes  
Analysis and Fiscal Impact Report

# Employee Requests Human Relations Committee

April 20, 2023

# History/Process

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- MSWD employees are **NOT** represented by a union
- As part of the budget process, MSWD staff reviews and assesses all costs and increases including labor costs (wages and benefits)
- This process is not new. Process has been followed for 20+ years. Process includes:
  - Employee Request Meeting - March 2<sup>nd</sup>
  - Evaluation of Requests – March 13<sup>th</sup> and April 5<sup>th</sup>
  - Human Relations Committee – April 20<sup>th</sup>
  - Board of Directors Meeting – ~~May 11<sup>th</sup>~~ and May 15<sup>th</sup>



# Employee Requests – March 2, 2023

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- Some requests were the same as previous years
  - 4/10 work weeks
  - Full medical retirement at 55 or a graduated scale
  - Certification pay for any industry-related certifications
  - Pre-tax FSA
  - Sick leave time donation program
  - Fatigue pay
- Other requests
  - Medical stipend in lieu of medical coverage
  - Bilingual pay
  - Perfect attendance incentive
  - Additional steps to top step of pay range
- Items at Administrative level (already in progress, safety...etc.)
  - Boot allowance -eligible reimbursements
  - More restroom facilities at the yard
  - Uniforms

# Evaluation of Requests

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- Evaluation of Requests is completed by MSWD Senior Management Staff and the Human Resources Manager based on:
  - Past Board feedback
  - legal guidance
  - labor market conditions
  - Items that can be done administratively (already planned, safety, etc.)

# Committee Discussion Items

- Cost of Living Adjustment
  - 2023 = 4.2%
  - Fiscal impact \$214,569
- Medical stipend for Employees not enrolling in the District's medical insurance plans.
  - \$500/month stipend in lieu
  - 4 employees taking the stipend will allow us to break even.
- Bilingual Pay
  - \$25/pay period
  - Fiscal impact \$16,250



# THANK YOU



**Human Relations Committee  
(Chair—Sewell, Member—Martin)  
MEETING NOTICE AND MINUTES  
Thursday, April 20, 2023 — 8:00 AM**

**CALL TO ORDER**

Chairman Sewell called the meeting to order at 8:00 AM

**ROLL CALL**

**COMMITTEE MEMBERS PRESENT:** Chair Ivan Sewell, Member Russ Martin

**STAFF MEMBERS PRESENT:** Oriana Hoffert, Arturo Ceja, Brian Macy, Arden Wallum, Danny Friend, Dori Petee

**PUBLIC INPUT**

No public input

**REVIEW EMPLOYEE REQUESTS FOR FY 2023-2024**

Human Resources Manager, Oriana Hoffert Presented the employee requests. She began with a brief history of this process and what got us here today. Evaluation of the requests is completed by MSWD Senior Management Staff, and the Human Resources Manager based on the following: past Board feedback, legal guidance, labor market conditions and items that can be approved or completed at the administrative level. The requests before the committee for consideration for approval are: Medical stipend in lieu of medical coverage, Bilingual pay, and a Cost-of-Living Adjustment.

The staff reviewed each request with the committee. Cost of Living adjustment for 2023 = 4.2% for a fiscal impact of \$214,569. Medical stipend in lieu of enrolling in the District's medical insurance plan (it is currently required for an employee to receive the District's medical benefits) = \$500 per month stipend. Four employees taking the stipend will allow the District to break even. Employees would be required to show proof of other medical insurance to opt out. Bilingual Pay – All administrative and field employees who need to speak another language to communicate with customers will receive a \$25 stipend per pay period for their ability and willingness to do so. The fiscal impact for this item would be approximately \$15,000 per year.

The process for reporting to the Board was reviewed by the Committee. They noted they are comfortable with moving forward with approval on all requested items.

**ADJOURN**

With no further business, Chairman Sewell adjourned the meeting at 8:39 AM.

Respectfully,

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Arden Wallum  
Secretary of the Board of Directors

Mission Springs Water District  
Employee Inquires and Their Estimated Fiscal Impact  
May 2023 for FY 2023/2024 Budget

The ideas below were presented by the employees on March 2<sup>nd</sup> and discussed by the HR Committee on April 20<sup>th</sup>.

- Cost of Living Adjustment
- Bilingual pay for qualified Spanish-speaking staff
- Medical stipend for employees not enrolling in the District’s medical insurance plans.

**Cost of Living Adjustment** – The March 2023 Consumer Price Index (CPI) for urban wage earners and clerical workers in the Riverside-San Bernardino-Ontario, CA as prepared by the U.S. Dept. of Labor, Bureau of Labor Statistics is shown below:

CPI as of 3/31/2022	122.861	
CPI as of 3/31/2023	<u>128.027</u>	
Increase		<b>4.2%</b>

Total Salaries and Wages for FY 2023/2024 Budget – approximately \$5,200,000

**4.2% = \$214,569**

**Bilingual pay**

Currently MSWD does not offer bilingual pay to employees. Comparable agencies that offer bilingual pay range of payment ranges from \$25/pay period to 5% of salary.

MSWD employees receiving bilingual pay will need to be certified as bilingual on a conversational level by passing an examination established by MSWD. As not all employees will meet the criteria of this program, we are not able to accurately estimate an actual fiscal impact; however, if approximately half the employees are able to participate the impact will be \$16,250

25 employees x 26 pay periods x \$25 per pay period = \$16,250

**Medical stipend for employees not enrolling in the District’s medical insurance plans**

The District currently participates in ACWA/JPIA Medical Incentive Rate plan. This incentive plan offers a 4% discount on the medical plan premiums but requires ALL employees who are eligible for enrollment in the medical plans to enroll without exception.

With an option for a stipend in lieu of enrolling in the District medical plans, not all employees will be required to enroll. Those who don't enroll will receive \$500 a month. Employees who would like to opt-out and receive the medical stipend will be required to provide proof of other medical insurance coverage and complete a new opt-out form each year.

The actual fiscal impact to the District will vary depending on the number of employees who will opt-out, the plan they have, and the size of the plan (single, two-party, or family plan); however, four employees with the average plan in a two-party plan will allow the District to break even.

4% discount = \$3,600/month savings in premiums

Average plan premium cost = \$1,468/month for a two-party x 4 employees = \$5,872.00 cost

Stipend to 4 employees = \$2,000. Increase in cost due to loss of 4% discount = \$3,6000

Approximate savings \$5,872 - \$5,600 = \$272

# AGENDA STAFF REPORT



**MEETING NAME:** REGULAR BOARD MEETING

**MEETING DATE(S):** MAY 15, 2023

**FROM:** BRIAN MACY – ASSISTANT GENERAL MANAGER

**FOR:** ACTION  X  DIRECTION \_\_\_\_\_ INFORMATION \_\_\_\_\_

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## RESOLUTION 2023-08 NOMINATION OF CANDIDATE FOR ELECTION TO ACWA REGION 9 BOARD OF DIRECTORS

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**STAFF RECOMMENDATION**

It is recommended to adopt Resolution 2023-08 and consider nominating Amber Duff for Board Member of ACWA Region 9.

**SUMMARY**

ACWA’s Region 9 Nominating Committee has issued an official call for candidate nominations for candidates interested in serving on the Region 9 Board, which is comprised of Chair, Vice Chair and up to five Board Member positions.

Director Amber Duff has indicated a desire to serve as a Board Member of ACWA Region 9 and agrees to participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings. She supports program planning and activities for the region and actively participates and encourages regional involvement in ACWA’s Outreach program. Director Duff understands she may serve as an alternate for the chair and or vice chair in their absence (if appointed) to represent the region to the ACWA Board.

**FISICAL IMPACT**

The District is responsible for all expenses incurred for travel to meetings. Fiscal impact is unknown at this time.

**ATTACHMENTS**

- ACWA Call for Candidates
- Candidate nomination form
- Role of the Regions
- Region Map
- Resolution of Support of Nomination



## MEMORANDUM

**Date:** April 17, 2023

**To:** ACWA Region 9 General Manager and Board Presidents  
(sent via e-mail)

**From:** ACWA Region 9 Nominating Committee

- **Michael Moore**, East Valley Water District
- **Tina Shields**, Imperial Irrigation District
- **Glenn Miller**, Indio Water Authority
- **Joe Mouawad**, Eastern Municipal Water District

**Subject:** Call for Candidates for Region Boards

The Region 9 Nominating Committee is looking for ACWA members who are interested in leading the direction of ACWA Region 9 for the 2024-'25 term. The Nominating Committee is currently seeking candidates for the Region 9 Board, which is comprised of Chair, Vice Chair and up to five Board Member positions. In a separate but concurrent process, ACWA's Election Committee has announced its call for candidates for ACWA President and Vice President. **More information about both processes is available at [www.acwa.com/elections](http://www.acwa.com/elections).** The leadership of ACWA's 9 geographical regions is integral to the leadership of ACWA. The Chair and Vice Chair of Region 9 serve on ACWA's statewide Board of Directors and recommend all committee appointments for Region 9. The members of the Region 9 Board determine the direction and focus of region issues and activities. Additionally, they support the fulfillment of ACWA's goals on behalf of members and serve as a key role in ACWA's grassroots outreach efforts.

If you, or someone within your agency, are interested in serving in a leadership role within ACWA by becoming a Region 9 Board Member, please familiarize yourself with the [role and responsibilities of the region boards](#) and the [Region 9 Rules and Regulations](#) and submit the following documents by **June 16:**

- [A candidate nomination form](#)
- **A signed resolution of support from your agency's Board of Directors** (A sample resolution [is available online](#))

### **June 16**

In addition to the required documents, you may also send a short biography and a headshot photo to be included in the candidate section of ACWA's elections webpage; however, these are not required.

The election will begin on July 17 with electronic ballots emailed to General Managers and Board Presidents. The ballot will include the Nominating Committee's recommended slate and any additional candidates interested in the region board positions who meet the qualification criteria.

All region ballots must be submitted by Sept. 15. One ballot per agency will be counted. Election results announced Sept. 27 and the newly elected Region 9 Board Members will begin their two-year term of service on Jan. 1, 2024.

If you have any questions, please visit [www.acwa.com/elections](http://www.acwa.com/elections) or contact Regional Affairs Representative Sarah Hodge at SarahH@acwa.com or 916-669-2384.

## 2023 ACWA Region Election Timeline 2024-2025 Term

**February 28:**

### **NOMINATING COMMITTEES APPOINTED**

- With concurrence of the region board, the region chairs appoint at least three region members to serve as the respective region's Nominating Committee
- Those serving on nominating committees are ineligible to seek region offices
- Nominating Committee members are posted online at [www.acwa.com](http://www.acwa.com)

**March 1-31:**

### **NOMINATING COMMITTEE TRAINING**

- Nominating Committee packets will be e-mailed out to each committee member
- ACWA staff will hold a training session via conference call with each nominating committee to educate them on their specific role and duties
  - Regions 1-10 Nominating Committees: via Zoom Meetings

**April 17:**

### **CALL FOR CANDIDATES**

- The call for candidate nominations packet will be e-mailed to ACWA member agency Board Presidents and General Managers

**June 16:**

### **DEADLINE FOR COMPLETED NOMINATION FORMS**

- Deadline to submit all Nomination Forms and board resolutions of support for candidacy for region positions
- Nominating Committee members may need to solicit additional candidates in person to achieve a full complement of nominees for the slate

**June 19:**

### **CANDIDATE INFORMATION TO NOMINATING COMMITTEES**

- All information submitted by candidates will be forwarded from ACWA staff to the respective region Nominating Committee members with a cover memo explaining their task

**June 20 – July 10: RECOMMENDED SLATES SELECTED**

- Nominating Committees will meet to determine the recommended individuals for their region. The slate will be placed on the election ballot.
- Nominating Committee Chairs will inform their respective ACWA Regional Affairs Representative of their recommended slate by July 10
- Candidates will be notified of the recommended slate by July 14
- The Nominating Committee Chair will approve the official region ballot

**July 17: ELECTIONS BEGIN**

- All 10 official electronic ballots identifying the recommended slate and any additional candidates for consideration for each region will be produced and e-mailed to ACWA member agencies only
- Only one ballot per agency will be counted

**September 15: ELECTION BALLOTS DUE**

- ***Deadline for all region elections. All region ballots must be received by ACWA by September 15, 2023***

**September 27: ANNOUNCEMENT OF ELECTION RESULTS**

- Newly-elected members of the region boards will be contacted accordingly
- An ACWA Advisory will be distributed electronically to all members reporting the statewide region election results
- Results will be posted at acwa.com and will be published in the October issue of ACWA News

ACWA Region 9  
Rules & Regulations

*Each region shall organize and adopt rules and regulations for the conduct of its meetings and affairs not inconsistent with the Articles of Incorporation or bylaws of the Association (ACWA Bylaw V, 6.).*

**Officers**

When possible, the chair and vice chair should strive to be from different areas within Region 9. The positions should alternate between the Western and Arid areas every region board term.

The chair and vice chair shall be elected, one from each area, and the positions shall be rotated between the Western and Arid areas of Region 9.

At least one of the chair or vice chair positions must be an elected/appointed director from a member agency.

The chair will appoint a secretary to the Board if one is deemed necessary.

When possible, alternates should be selected from the same Arid or Western regions as their corresponding chair or vice chair.

<p><b>Western area which shall include:</b></p> <ul style="list-style-type: none"> <li>• Beaumont-Cherry Valley WD ( Beaumont)</li> <li>• Chino Basin WCD (Montclair)</li> <li>• Chino Basin Watermaster (Rancho Cucamonga)</li> <li>• City of Corona Dept of Water and Power (Corona)</li> <li>• City of Rialto/Rialto Utility Authority (Rialto)</li> <li>• Crestline Village WD (Crestline)</li> <li>• Crestline-Lake Arrowhead WA (Crestline)</li> <li>• Cucamonga Valley WD (Rancho Cucamonga)</li> <li>• East Valley WD (San Bernardino)</li> <li>• Eastern MWD (Perris)</li> <li>• Elsinore Valley MWD (Lake Elsinore)</li> <li>• Inland Empire Utilities Agency (Chino)</li> <li>• Jurupa CSD (Mira Loma)</li> <li>• Lake Arrowhead CSD (Lake Arrowhead)</li> <li>• Lake Hemet MWD (Hemet)</li> <li>• Monte Vista WD (Montclair)</li> <li>• Rancho California WD (Temecula)</li> <li>• Riverside County FC &amp; WCD (Riverside)</li> <li>• Riverside Public Utilities (Riverside)</li> <li>• San Bernardino Valley MWD (San Bernardino)</li> <li>• San Bernardino Valley WCD (Redlands)</li> <li>• San Gorgonio Pass WA (Beaumont)</li> <li>• Santa Ana Watershed Project Authority (Riverside)</li> <li>• West Valley WD (Rialto)</li> <li>• Western MWD (Riverside)</li> </ul>	<p><b>Arid area which shall include:</b></p> <ul style="list-style-type: none"> <li>• Apple Valley Foothill CWD (Apple Valley)</li> <li>• Apple Valley Heights CWD (Apple Valley)</li> <li>• Bard WD (Winterhaven)</li> <li>• Bear Valley Basin GSA (Big Bear City)</li> <li>• Big Bear CSD (Big Bear City)</li> <li>• Big Bear MWD (Big Bear City)</li> <li>• Coachella Valley WD (Coachella)</li> <li>• Coachella Water Authority (Coachella)</li> <li>• Desert Water Agency (Palm Springs)</li> <li>• Hi-Desert WD (Yucca Valley)</li> <li>• Idyllwild WD (Idyllwild)</li> <li>• Imperial ID (Imperial)</li> <li>• Joshua Basin WD (Joshua Tree)</li> <li>• Mariana Ranchos CWD (Apple Valley)</li> <li>• Mission Springs WD (Desert Hot Springs)</li> <li>• Mojave Water Agency (Apple Valley)</li> <li>• Palo Verde ID (Blythe)</li> <li>• Pinyon Pines CWD (Mountain Center)</li> <li>• Salton Sea Authority (Indio)</li> <li>• Twentynine Palms WD (Twentynine Palms)</li> </ul>
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**Meetings**

The region will hold at least quarterly meetings, including the ACWA spring and fall conferences.

The Region 9 board will set all region meetings.

Any member wanting to add an agenda item for consideration at any Region 9 meeting must submit the information to be discussed at least 48 hours in advance of the meeting to the region chair to ensure that both sides of the issue will be present for consideration and understanding. However, a majority vote of those present, after a quorum is established, may provide for immediate consideration of an issue.

**Attendance**

If a region chair or vice chair is no longer allowed to serve on the Board of Directors due to his / her attendance, the region board shall appoint from the existing region board a new region officer. (ACWA Policy & Guideline Q, 1.)

If a region chair or vice chair misses three consecutive region board / membership meetings, the same process shall be used to backfill the region officer position. (ACWA Policy & Guideline Q, 1.)

If a region board member has three consecutive unexcused absences from a region board meeting or general membership business meeting, the region board will convene to discuss options for removal of the inactive board member. If the vacancy causes the board to fail to meet the minimum requirement of five board members, the region must fill the vacancy according to its rules and regulations. (ACWA Policy & Guideline Q, 3.)

**Vacancy**

Should a vacancy occur in the region chair position, the alternate chair shall assume the position.

Should a vacancy occur in the region vice chair position, the alternate vice chair shall assume the position.

When filling a chair or vice chair vacancy, where possible the board will fill the position with a candidate from the corresponding Arid or Western area.

Should a vacancy occur in either the alternate chair or the alternate vice chair positions, the region chair shall appoint a replacement from the remaining board members with concurrence from the region board.

Should a vacancy occur in any of the other three remaining board positions, the region chair shall appoint a replacement from a member agency within the appropriate designated area with concurrence from the region board.

**Elections**

All nominations received for the region chair, vice chair and board positions must be accompanied by a resolution of support from each sponsoring member agency, signed by an authorized representative of the Board of Directors. Only one individual may be nominated from a given agency to run for election to a region board. Agencies with representatives serving on the nominating committees should strive not to submit nominations for the region board from their agency. (ACWA Policy & Guideline P, 2.)

Election ballots will be e-mailed to ACWA member agency general managers and presidents.

The nominating committee shall consist of three to six individuals; and shall have the same number of members from each Western and Arid areas.

The nominating committee shall pursue qualified members within the region to run for the region board and consider geographic diversity, agency size and focus in selecting a slate.

*See current region election timeline for specific dates.*

### **Endorsements**

ACWA, as a statewide organization, may endorse potential nominees and nominees for appointment to local, regional, and statewide commissions and boards. ACWA's regions may submit a recommendation for consideration and action to the ACWA Board of Directors to endorse a potential nominee or nominee for appointment to a local, regional or statewide commission or board. (ACWA Policy & Guideline P, 3.)

### **Committee Recommendations & Representation**

All regions are given equal opportunity to recommend representatives of the region for appointment to a standing or regular committee of the Association. If a region fails to provide full representation on all ACWA committees, those committee slots will be left open for the remainder of the term or until such time as the region designates a representative to complete the remainder of the term. (ACWA Policy & Guideline P, 4. A.)

At the first region board / membership meeting of the term, regions shall designate a representative serving on each of the standing and regular committees to serve as the official reporter to and from the committee on behalf of the region to facilitate input and communication. (ACWA Policy & Guideline P, 4. B.)

The chair and vice chair shall make all committee appointment recommendations to the ACWA committees, to be ratified by the region board prior to submission to the ACWA president for consideration.

### **Tours**

ACWA may develop and conduct various tours for the regions. All tour attendees must sign a "release and waiver" to attend any and all region tours. Attendees agree to follow environmental guidelines and regulations in accordance with direction from ACWA staff; and will respect the rights and privacy of other attendees. (ACWA Policy & Guideline P, 6.)

### **Finances**

*See "Financial Guidelines for ACWA Region Events" document.*

### **Amending the Region Rules & Regulations**

ACWA policies and guidelines can be amended by approval of the ACWA Board of Directors.

The Region 9 Rules & Regulations can be amended by a majority vote at any region meeting following advance written notice to member agencies.



# REGION BOARD CANDIDATE NOMINATION FORM

Submit completed form by **June 16, 2023** to [regionelections@acwa.com](mailto:regionelections@acwa.com)

**SAVE & SUBMIT**

Name of Candidate:	Title:	
Agency:	Agency Phone:	
Direct Phone:	E-mail:	
Address:	ACWA Region:	County:

**Region Board Position Preference**  
*If you are interested in more than one position, please indicate priority - 1st, 2nd and 3rd choice.*

Chair:

Vice Chair:

Board Member:

**If you are not chosen for the recommended slate, would you like to be listed in the ballot's individual candidate section?**  
*If neither is selected, your name will **NOT** appear on the ballot.*

Yes  No

**Agency Function(s)**  
*Check all that apply*

Wholesale

Urban Water Supply

Ag Water Supply

Sewage Treatment

Retailer

Wastewater Reclamation

Flood Control

Groundwater Management / Replenishment

Other:

**Describe your ACWA-related activities that help qualify you for this office:**

**Write below or attach a half-page bio summarizing the experience and qualifications that make you a viable candidate for ACWA Region leadership.** Please include the number of years you have served in your current agency position, the number of years you have been involved in water issues and in what capacity you have been involved in the water community. You may share a candidate photo along with your application. Candidate photos and bios will be shared on the ACWA region election webpage.

*I acknowledge that the role of a region board member is to actively participate on the Region Board during my term, including attending region board and membership meetings, participating in region conference calls, participating in ACWA's Outreach Program, as well as other ACWA functions to set an example of commitment to the region and the association.*

*I hereby submit my name for consideration by the Nominating Committee.*

Signature	Title	Date
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*ACWA Regions provide the grassroots support to advance ACWA's legislative and regulatory agenda.*

### Background

As a result of ACWA's 1993 strategic planning process, known as Vision 2000, ACWA modified its governance structure from one that was based on sections to a regional-based configuration. Ten regions were established to provide geographic balance and to group agencies with similar interests.

### Primary Charge of Regions

- To provide a structure where agencies can come together and discuss / resolve issues of mutual concern and interest and based on that interaction, provide representative input to the ACWA board.
- To assist the Outreach Task Force in building local grassroots support for the ACWA Outreach Program in order to advance ACWA's legislative and regulatory priorities as determined by the ACWA Board and the State Legislative, Federal Affairs or other policy committees.
- To provide a forum to educate region members on ACWA's priorities and issues of local and statewide concern.
- To assist staff with association membership recruitment at the regional level.
- To recommend specific actions to the ACWA Board on local, regional, state and federal issues as well as to recommend endorsement for various government offices and positions.

Region chairs and vice chairs, with support from their region boards, provide the regional leadership to fulfill this charge.

*Note: Individual region boards CANNOT take positions, action or disseminate communication on issues and endorsements without going through the ACWA Board structure.*

## GENERAL DUTIES / RESPONSIBILITIES FOR REGION OFFICERS

### Region Chair

- Serves as a member of the ACWA Board of Directors at bimonthly meetings at such times and places as the Board may determine. The Chair will also call at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Serves as a member of ACWA's Outreach Program, and encourages region involvement. Appoints Outreach Captain to help lead outreach effort within the region.
- Presides over all region activities and ensures that such activities promote and support accomplishment of ACWA's Goals.
- Makes joint recommendations to the ACWA President regarding regional appointments to all ACWA committees.
- Appoints representatives in concurrence of the region board, to serve on the region's nominating committee with the approval of the region board.
- Facilitates communication from the region board and the region membership to the ACWA board and staff.

### Region Vice Chair

- Serves as a member of the ACWA Board of Directors at bimonthly meetings at such times and places as the Board may determine. The Vice Chair will also participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Performs duties of the Region Chair in the absence of the chair.
- Serves as a member of ACWA's Outreach Program, and encourages region involvement.
- Makes joint recommendations to the ACWA president regarding regional appointments to all ACWA committees.

### Region Board Member

- Participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Supports program planning and activities for the region.
- Actively participates and encourages region involvement in ACWA's Outreach Program.
- May serve as alternate for the chair and/or vice chair in their absence (if appointed) to represent the region to the ACWA Board.

# REGION MAP



# ACWA Public Water Agency Members by County

<p><b>Alameda</b> Alameda County Water District City of Pleasanton Dublin San Ramon Services District East Bay Municipal Utility District Zone 7 Water Agency</p> <p><b>Alpine</b> Kirkwood Meadows PUD</p> <p><b>Amador</b> Amador Water Agency</p> <p><b>Butte</b> Butte Water District Ducor Community Services District Paradise Irrigation District Reclamation District #2047 Richvale Irrigation District South Feather Water and Power Agency Thermalito Water &amp; Sewer District Western Canal Water District</p> <p><b>Calaveras</b> Calaveras County Water District Calaveras Public Utility District San Andreas Sanitary District Utica Water Power Authority</p> <p><b>Colusa</b> Colusa County Water District Knights Landing Ridge Drainage District Princeton-Codora-Glenn Irrigation District Reclamation District #1004 Reclamation District #108 Sacramento River West Side Levee District Sites Project Joint Powers Authority</p> <p><b>Contra Costa</b> Byron Bethany Irrigation District Contra Costa Water District Diablo Water District East Contra Costa Irrigation District</p> <p><b>El Dorado</b> El Dorado County Water Agency El Dorado Irrigation District Georgetown Divide PUD South Tahoe Public Utilities District</p> <p><b>Fresno</b> City of Fresno Consolidated Irrigation District Dudley Ridge Water District Firebaugh Canal Water District Free Water County Water District Fresno Irrigation District Fresno Metropolitan Flood Control District Fresno Slough Water District Friant North Authority James Irrigation District Kings River Water District Laguna Irrigation District Laton Community Service District Malaga County Water District McMullin Area Groundwater Sustainability Agency Mid-Valley Water District Orange Cove Irrigation District Pacheco Water District Panoche Drainage District Panoche Water District Pinedale County Water District Raisin City Water District Reclamation District #1606 Riverdale Irrigation District Root Creek Water District Sierra Cedars Community Services District Tranquillity Irrigation District Westlands Water District</p> <p><b>Glenn</b> Glenn-Colusa Irrigation District Glide Water District Kanawha Water District Orland-Artois Water District Provident Irrigation District Reclamation District #2047 Tehama Colusa Canal Authority</p> <p><b>Humboldt</b> Humboldt Bay Harbor Rec. &amp; CD Humboldt Bay Municipal WD Humboldt CSD McKinleyville CSD</p> <p><b>Imperial</b> Bard Water District Imperial Irrigation District</p> <p><b>Inyo</b> Wheeler Crest CSD Sierra Highlands CSD</p> <p><b>Kern</b> Arvin-Edison Water Storage District Belridge Water Storage District Berrenda Mesa Water District</p>	<p>Boron Community Services District Buena Vista Water Storage District Cawelo Water District City of Tehachap Delano-Earlhamr ID Groundwater Sustainability Delano-Earlhamr Irrigation District Frazier Park Public Utilities District Golden Hills CSD Greenfield County Water District Groundwater Banking JPA Indian Wells Valley Water District Kern County Water Agency Kern Delta Water District Kern Tulare Water District Lost Hills Water District Mojave PUD North Kern WSD Rand Communities WD Rosamond CSD Rosedale-Rio Bravo WSD Semitropic WSD Shafter-Wasco ID Southern San Joaquin MUD Tehachapi-Cummings County WD West Kern WD Westside Water Authority Wheeler Ridge-Maricopa WSD</p> <p><b>Kings</b> Angiola Water District Atwell Island Water District Corcoran Irrigation District Fair Creek Storm Water District El Rico GSA Empire West Side Irrigation District Green Valley Water District Kings County Water District Lakeside Irrigation Water District Tri-County Water Authority Tulare Lake Basin WSD W. H. Wilbur Rec. District #825</p> <p><b>Lake</b> Clearlake Oaks County Water District Hidden Valley Lake Community Services District</p> <p><b>Los Angeles</b> Antelope Valley State Water Contractors Antelope Valley-East Kern WA Azusa Light &amp; Water Burbank Water &amp; Power Central Basin MWD Cresenta Valley Water District City of Compton City of Glendora-Water Division City of La Verne City of Long Beach Water Dept. Devils Den Water District Foothill Municipal Water District Glendale Water &amp; Power Kinneloa Irrigation District La Canada Irrigation District La Puente Valley County WD Las Virgenes Municipal WD Littlerock Creek Irrigation District Los Angeles County Waterworks Districts Los Angeles Dept. of Water Power Main San Gabriel Basin Watermaster Metropolitan Water District of Southern California Orchard Dale Water District Palm Ranch Irrigation District Palmdale Water District Pasadena Water &amp; Power Pico Water District Pomona-Walnut-Rowland JWLC Puente Basin Water Agency Quartz Hill Water Districts Rowland Water District San Gabriel Basin Water Quality Authority San Gabriel County Water District San Gabriel Valley Municipal Water District Santa Clarita Valley Water Agency Spadra Basin Groundwater Sustainability Agency SCV Groundwater Sustainability Agency South Montebello Irrigation District Three Valleys Municipal WD Upper San Gabriel Valley MWD Upper Santa Clara Valley Joint Power Authority Valley County Water District Walnut Valley Water District Water Replenishment District of Southern California West Basin Municipal Water District</p> <p><b>Madera</b> Chowchilla Water District</p>	<p>Gravelly Ford Water District Le Grand-Athlone Water District Madera County Water and Natural Resources Madera Irrigation District Madera Water District Madera-Chowchilla Water and PA</p> <p><b>Marin</b> Bolinas Community PUD Marin Municipal Water District North Marin Water District Stinson Beach County Water District</p> <p><b>Mariposa</b> Mariposa Public Utilities District</p> <p><b>Mendocino</b> Brooktrails Township Community Services District Calpella County Water District Laytonville County Water District Mendocino County Russian River Flood Control &amp; Water Millview County Water District Redwood Valley County WD Upper Russian River Water Agency Willow County Water District</p> <p><b>Merced</b> Central California Irrigation District Delhi County Water District Eastside Water District East Turlock Subbasin Groundwater Sustainability Agency Grassland Water District Henry Miller Rec. District #2131 Le Grand Community Services District Merced Integrated Regional Water Management Authority Merced Irrigation District Planada Community Services District San Luis &amp; Delta-Mendota Water Authority San Luis Water District</p> <p><b>Mono</b> Mammoth Community WD</p> <p><b>Monterey</b> Aromas Water District Castroville Community Services District Marina Coast Water District Monterey One Water Monterey Peninsula Water Management District Pebble Beach Community Services District</p> <p><b>Napa</b> Circle Oaks County Water District</p> <p><b>Nevada</b> Nevada Irrigation District San Juan Ridge County WD Sierra Lakes County Water District Truckee Donner PUD</p> <p><b>Orange</b> City of Newport Beach City of Santa Ana City of Seal Beach East Orange County Water District El Toro Water District Irvine Ranch Water District La Habra Heights County Water District Laguna Beach County Water District Mesa Water District Moulton Niguel Water District MWD of Orange County Orange County Water District Santa Margarita Water District Santiago Aqueduct Commission Serrano Water District South Coast Water District Trabuco Canyon Water District West Orange County Water Board Yorba Linda Water District</p> <p><b>Placer</b> City of Roseville Midway Heights County WD Placer County Water Agency San Juan Water District Tahoe City Public Utilities District</p> <p><b>Riverside</b> Beaumont-Cherry Valley WD Benford-Coldwater Groundwater Sustainability Agency City of Corona Dept. of Water &amp; Power Coachella Valley Water District Coachella Water Authority Desert Water Agency Eastern Municipal Water District Elsinore Valley MWD</p>	<p>Idyllwild Water District Indio Water Authority Jurupa Community Services District Lake Hemet Municipal WD Mission Springs Water District Palo Verde Irrigation District Pinyon Pines County Water District Rancho California Water District Riverside County Flood Control &amp; Water Conservation District Riverside Public Utilities Salton Sea Authority San Geronimo Pass Water Agency Santa Ana Watershed Project Authority Santa Rosa Regional Resources Authority Western Municipal Water District</p> <p><b>Sacramento</b> American River Flood Control District Carmichael Water District Citrus Heights Water District City of Folsom City of Sacramento - Dept. of Utilities Del Paso Manor Water District Delta Conveyance Design and Construction Authority Elk Grove Water District, Dept. of FRCD Fair Oaks Water District North Delta Water Agency Omochumne-Hartnell WD Reclamation District #1000 Rio Linda/Everta Community WD Sacramento County Water Agency Sacramento Suburban WD South Yuba Water District</p> <p><b>San Benito</b> City of San Juan Bautista San Benito County Water District Sunnyslope County Water District</p> <p><b>San Bernardino</b> Apple Valley Foothill County WD Apple Valley Heights County WD Bear Valley Basin Groundwater Sustainability Agency Big Bear City Community Services District Big Bear Municipal Water District Chino Basin Water Conservation District Chino Basin Watermaster City of Rialto/Rialto Utility Authority Crestline Village Water District Crestline-Lake Arrowhead WA Cucamonga Valley Water District East Valley Water District Hi-Desert Water District Inland Empire Utilities Agency Joshua Basin Water District Mariana Ranchos County WD Moajave Water Agency Monte Vista Water District San Bernardino Valley Municipal Water District San Bernardino Valley Water Conservation District Twentynine Palms Water District West Valley Water District</p> <p><b>San Diego</b> Borrego Water District Carlsbad Municipal Water District City of Escondido City of Oceanside-Water Utilities Dept. City of San Diego Public Utilities Fallbrook Public Utility District Helix Water District Lakeside Water District Majestic Pines Community Services District Olivenhain Municipal Water District Otay Water District Padre Dam Municipal Water District Rainbow Municipal Water District Ramona Municipal Water District Rincon del Diablo Municipal Water District San Diego County Water Authority San Dieguito Water District Santa Fe Irrigation District South Bay Irrigation District Sweetwater Authority Upper San Luis Rey RCD Vallecitos Water District Valley Center Municipal Water District Vista Irrigation District Wynola Water District Yuima Municipal Water District</p>	<p><b>San Francisco</b> San Francisco Public Utility Commission</p> <p><b>San Joaquin</b> Banta-Carbona Irrigation District Central San Joaquin Water Conservation District Mountain House Community Services District North San Joaquin Water Conservation District Pescadero Reclamation District #2058 Reclamation District #2026 South San Joaquin Irrigation District Stockton East Water District The West Side Irrigation District Woodbridge Irrigation District</p> <p><b>San Mateo</b> Bay Area Water Supply &amp; Conservation Agency Coastside County Water District Mid-Peninsula Water District Montara Water &amp; Sanitary District North Coast County Water District San Franciscoquito Creek Joint Powers Authority San Mateo Flood and Sea Level Rise Resiliency District Westborough Water District</p> <p><b>Santa Barbara</b> Cachuma Operation and Maintenance Board Carpinteria Valley Water District Central Coast Water Authority City of Buellton City of Santa Barbara Goleta Water District Los Alamos Community Services District Mission Hills Community Services District Montecito Sanitation District Montecito Water District Santa Ynez River Water Conservation District Improvement District No. 1 Vandenberg Village Community Services District</p> <p><b>Santa Clara</b> City of Mountain View Purissima Hills Water District Valley Water</p> <p><b>Santa Cruz</b> Central Water District City of Santa Cruz Water Dept. City of Watsonville Water Department Pajaro Valley Water Management Agency Pajaro/Sunny Mesa Community Services District Scotts Valley Water District Soquel Creek Water District</p> <p><b>Shasta</b> Anderson-Cottonwood ID Bella Vista Water District Centerville Community Services District City of Redding Water Utility City of Shasta Lake Clear Creek Community Services District Cottonwood Water District Fall River Valley Community Services District Mountain Gate Community Services District Rio Alto Water District Shasta Community Services District Shasta County Water Agency</p> <p><b>Sierra</b> Sierra County WWD #1</p> <p><b>Siskiyou</b> Montague Water Conservation District Scott Valley Irrigation District Tulelake Irrigation District</p> <p><b>Solano</b> City of Fairfield City of Vacaville, Utilities Department City of Vallejo Maine Prairie Water District Reclamation District #2068 Rural North Vacaville Water District Solano County Water Agency Solano Irrigation District Suisun-Solano Water Authority</p> <p><b>Sonoma</b> Bodega Bay PUD</p>	<p>City of Santa Rosa - West Forestville Water District Sonoma Mountain County Sonoma Valley Groundwater Sustainability Agency Sonoma Water Valley of the Moon Water District</p> <p><b>Stanislaus</b> City of Modesto, Utilities Department Del Puerto Water District Lake Don Pedro Community Services District Modesto Irrigation District Oakdale Irrigation District Patterson Irrigation District Stanislaus Regional Water Authority Turlock Irrigation District West Stanislaus Irrigation District</p> <p><b>Sutter</b> Brophy Water District Feather Water District Reclamation District #1500 South Sutter Water District Sutter Extension Water District</p> <p><b>Tehama</b> Corning Water District</p> <p><b>Trinity</b> Weaverville Community Services District</p> <p><b>Tulare</b> Alpaugh Community Services District Alpaugh Irrigation District Alta Irrigation District County of Tulare, County Administration Office Deer Creek &amp; Tule River Authority Eastern Tule GSA JPA Exeter Irrigation District Friant Power Authority Friant Water Authority Ivanhoe Irrigation District Ivanhoe Public Utilities District Kaweah Delta Water Conservation District Kaweah River Power Authority Kings River East Groundwater Sustainability Agency Kings River Water District Lindsay-Strathmore Irrigation District Lower Tule River Irrigation District Lower Tule River Irrigation District GSA Mid-Kaweah Groundwater Sustainability Agency Orosi Public Utilities District Pixley Irrigation District Pixley Irrigation District GSA Porterville Irrigation District Saucelito Irrigation District South Valley Water Association South Valley Water Banking Authority St. Johns Water District Stone Corral Irrigation District Terra Bella Irrigation District Tule Valley Water District Tulare Irrigation District</p> <p><b>Tuolumne</b> Tri-Dam Project Tuolumne County Water Agency Tuolumne Utilities District</p> <p><b>Ventura</b> Arroyo Santa Rosa GSA Calleguas Municipal Water District Camrosa Water District Casitas Municipal Water District Channel Islands Beach Community Services District County of Ventura Public Works Pleasant Valley County Water District Triunfo Water &amp; Sanitation District United Water Conservation District Ventura County, Public Works Ventura River Water District Ventura Water, City of Ventura</p> <p><b>Yolo</b> Dunnigan Water District Reclamation District #2035 Reclamation District #307 Reclamation District #744 Reclamation District #999 Woodland Davis Clean Water Agency Yolo County Flood Control and Water Conservation District</p> <p><b>Yuba</b> Browns Valley Irrigation District Camp Far West Irrigation District City of Yuba City North Yuba Water District Ramirez Water District Yuba County Water Agency</p>
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Item 10.

**RESOLUTION 2023-08**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT PLACING IN NOMINATION AMBER DUFF AS A BOARD MEMBER OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION 9**

**THE BOARD OF DIRECTORS** of the hereby finds and declares as follows:

**WHEREAS**, the Mission Springs Water District Board of Directors are active participants in the Association of California Water Agencies (ACWA); and

**WHEREAS**, the Board of Directors (Board) of the Mission Springs Water District does encourage and support the participation of its members in the affairs of the Association of California Water Agencies (ACWA).

**WHEREAS**, Director Amber Duff is currently serving as Director for Mission Springs Water District Board of Directors and/or

**WHEREAS**, Amber Duff has indicated a desire to serve as a Board Member of ACWA Region 9 and is committed to advancing ACWA’s Policy Principles and finding common ties between members to develop a long-term strategy that provides a sustainable water future for all members and their constituents,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Mission Springs Water District, Does place its full and unreserved support in the nomination of Amber Duff for a Board Member of ACWA Region 9 and does hereby determine that the expenses attendant with the service of Amber Duff in ACWA Region 9 shall be borne by the Mission Springs Water District.

**ADOPTED** on this \_\_\_\_ day of May 2023.

- Ayes:
- Noes:
- Abstain:
- Absent

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Russ Martin  
 President of Mission Springs Water District and its Board of Directors

ATTEST:

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Arden Wallum  
 Secretary of Mission Springs Water District and its Board of Directors

# AGENDA STAFF REPORT



**MEETING NAME:** REGULAR BOARD MEETING

**MEETING DATE(S):** MAY 15, 2023

**FROM:** MARION CHAMPION, GOVERNMENT & PUBLIC  
AFFAIRS MANAGER

**FOR:** ACTION  DIRECTION  INFORMATION

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## Proposed Adoption of MSWD Social Media Policy No. 2023-1

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### STAFF RECOMMENDATION

Staff recommends board approval of the new social media policy.

### SUMMARY

Social media sites become more popular every day and are quickly becoming the preferred method of communication for many. Recognizing that MSWD ratepayers and employees use social media in their everyday lives and for a small group of employees as part of their work-related assignments, MSWD should consider adopting a policy establishing basic rules and guidelines for social media use.

The two primary goals of the policy are to establish the following:

1. Rules for MSWD employees and representatives who interact with the public through MSWD's social media sites; and
2. Standards to which all employees and representatives must adhere, as public employees, when accessing or using social media while at work, with MSWD equipment, and whenever an employee or representative refers to MSWD on one of its social media sites.

Posts on the District's social media sites will supplement required notices and standard methods of communication. MSWD's official website, [www.mswd.org](http://www.mswd.org), remains the primary source of District-related notices, information, and news. Whenever possible, content posted on the District's social media sites will link back to and be available on MSWD's website.

### ANALYSIS

Public agencies and special districts routinely use social media to communicate with customers. Adopting a social media policy will help ensure these sites remain a valuable tool for the District and not a liability.

### ATTACHMENTS

DRAFT Social Media Policy & Practice

## Mission Springs Water District Policy & Practice Manual

### Policy No. 2023-1 Social Media Policy

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#### I. **PURPOSE**

The purpose of the Mission Springs Water District ("District") Social Media Policy ("Policy") is to disseminate information by way of social media to community members about the District's mission, meetings, services, events, and activities. The District's intended use of its social media sites is solely to address matters of District business. The District has an overriding interest and expectation in deciding what is posted or communicated on behalf of the District on District-managed social media. Questions, comments, and concerns about District business are welcome and encouraged, but please note that the District's social media sites are not general public forums.

This Policy establishes guidelines for community members to interact with the District through District-managed social media sites (e.g., websites, Facebook, Twitter, YouTube, etc.) about District business. These guidelines also apply to District employees' and representatives' use of District-managed social media sites as described in this Policy to further the business of the District.

The District requests posts and comments on District social media sites be courteous, professional, and respectful. By posting, commenting on, or using District social media sites or platforms, you agree to abide by this Policy.

#### II. **DEFINITIONS**

1. "Social media" means, but is not exclusive to, websites and internet-based applications where user-created content exists electronically. Examples of social media include but are not limited to Twitter, Facebook, LinkedIn, and Instagram.
2. "District social media site" means an internet site, page, location, or other means for the collection of digital information on a social media platform over which the District controls its postings, except for advertisements or hyperlinks by the social media platform's owners, vendors, or partners.
3. "District post" or "District postings" mean information, articles, pictures, videos, or any other form of communication posted by the District on a District social media site.
4. "Post" or "Postings" mean information, articles, pictures, videos, or any other form of communication posted by the District or a user on a District social media site.

### III. GENERAL POLICY

1. These guidelines will be displayed to users or made available by hyperlink on the District's website and social media sites.
2. The District reserves the right, in its sole and absolute discretion, to remove any District post and to terminate any District social media site at any time without notice.
3. All posts on the District's social media sites shall adhere to applicable federal, state, and local laws, regulations, and policies.
4. The District may remove any content or post that violates this Policy or any applicable law.
5. The District may remove any posts and/or comments on topics or issues unrelated to District business and not within the subject matter jurisdiction of the District.
6. The District reserves the right, at any time and without prior notice, to deny access to District social media sites to any individual that violates this Policy.
7. Repeat violators of this Policy may be subject to being banned from future posts on District social media sites.
8. Content on District social media sites is subject to the California Public Records Act. Any content or posts on a District social media site may be a public record subject to public disclosure or subject to discovery in litigation.
9. This Policy may be revised at any time with the District's sole and absolute discretion.
10. Use of social media sites by District employees that affect productivity or results in any cost, charge, or loss to the District is prohibited and may result in discipline.

### IV. CONTENT MANAGEMENT

1. **The District's social media sites**: District social media sites shall be managed and moderated by the District's Public Affairs Manager or his/her designee. The establishment of District social media sites requires prior approval by the District's Public Affairs Manager. All comments or posts to the District's social media sites will be monitored.
2. **District-posted content**: All posts on behalf of the District on the District's social media sites shall be posted solely by the District Public Affairs Manager or his/her designee. District posts on its social media sites will supplement and not replace the District's required notices and standard methods of communication. The District's official website, [www.mswd.org](http://www.mswd.org), is and will remain the primary source of



District-related notices, information, and news. Whenever possible, content posted on the District's social media sites will also be available on the District's website. The information posted by the District to District social media sites must:

- a. Directly pertain to District business or District-sponsored programs, services, and/or events.
  - b. Contain publicly available information that is not confidential or privileged from disclosure as defined by any local, state, or federal law or District policy.
  - c. Comply with all local, federal, and state laws, including the Brown Act.
  - d. Not include content that is contrary or detrimental to the District's mission.
  - e. Not contain messages that endorse, promote or oppose any religion or religious beliefs.
  - f. Not contain content that conducts or encourages illegal activity.
  - g. Not contain any personal information that would violate any legally protected right to privacy.
  - h. Not promote, endorse, or oppose any political groups, candidates, or ballot measures.
  - i. Not contain any profane, obscene, or pornographic language or content or links to such language or content.
  - j. Not contain content that promotes, fosters, or perpetrates discrimination based on race, color, creed, sex, gender, age, religion, national origin or ancestry, physical or mental disability, veteran status, parentage, marital status, status with regards to public assistance, medical condition, sexual identity, sexual orientation, or any other category protected by federal, state or local laws.
  - k. Not contain solicitations of commerce or advertisement of any private business, product, or commercial activity.
3. **Personal social media use**: District employees, officials, and members of the District's board of directors (aka "Directors") with personal social media accounts that post or comment on social media about official District business should:
- a. State their name;
  - b. Use a disclaimer such as: "The postings on this site are my own and don't reflect or represent the opinions of the District with which I am affiliated."
4. **Posts are public**: Employees and District representatives should know that posts about District issues that include or relate to employment complaints or human resources concerns may not be protected. Employees should be mindful of the distinction between sharing personal and agency views.

5. **Confidential information:** Employees shall not directly or indirectly disclose District confidential, privileged, or proprietary information, nor shall they disclose confidential, private, or proprietary information about District customers, vendors, or suppliers.
6. **Media inquiries:** All media inquiries about District social media sites and posts shall be referred to the District's Public Affairs Manager or his/her designee.
7. **Compliance with applicable laws:** Use of the District's social media sites shall be in compliance with all applicable laws, including the Ralph M. Brown Act ("Brown Act"). District Directors shall not repost, "like", retweet or in any way respond to or comment upon posts by other Directors where such posts relate to District business or matters within the District's subject matter jurisdiction as such activity may result in a violation of the Brown Act. District directors, in order to assure compliance with the Brown Act, should identify themselves as such when posting a comment on District social media sites. Directors should not use District social media sites to blog or engage in serial meetings, or otherwise discuss, deliberate or express opinions on any issues within the subject matter jurisdiction of the District, as doing so could result in a Brown Act violation. District employees and officials are expected to demonstrate the highest standards of personal integrity, honesty, and conduct in all activities in order to inspire public confidence and trust in the District.
8. **Discipline for violations:** District employees that post content in violation of this Policy may be subject to disciplinary action.
9. **Free speech:** Nothing in this Policy is intended to restrict or limit District employees' right to free speech or rights to engage in protected concerted activity under applicable law.
10. **Posts in private capacity:** District Director and employee activity on social media sites outside of work must not be attributable to the District or the employee's job function at the District. Examples include the following:
  - District employees and Directors should not use their work e-mail address to register for social media and other sites unless authorized by the District to do so and where the purpose is directly related to their job and/or official District duties.
  - District employees and Directors should not display the District's logos, emblems, or patches on personal social networking accounts.
  - District employees and Directors should not state or imply that they speak for the District, or for District officials unless expressly authorized by the District to do so.
11. **Externally posted content:** Posts by members of the public (including comments, photos, and links) on District sites containing any of the following are not permitted and, to the extent allowed by law, may be removed by the District from its social

media sites:

- a. Profane, obscene or pornographic language or content or links to such language or content.
  - b. Solicitations of commerce, including but not limited to advertising of any business, product, or commercial activity.
  - c. Content that conducts or encourages illegal activity.
  - d. Information that is illegal to disseminate or that might compromise the safety or security of the public or public systems.
  - e. Content that violates another party's legal ownership interest, such as copyright or trademark.
  - f. Defamatory statements.
  - g. Threats of violence or injury to any person, property, or organization.
  - h. Content that violates any federal, state, or local law.
  - i. Content that promotes, fosters, or perpetuates discrimination based on race, color, creed, sex, gender, age, religion, national origin or ancestry, physical or mental disability, veteran status, parentage, marital status, status with regard to public assistance, medical condition, sexual identity, sexual orientation, or any other category protected by federal, state, or local laws.
  - j. Duplicate posts by the same commenter.
  - k. Comments that contain spam or include links to other sites.
12. **Disclaimer**: The District is not responsible for, and neither endorses nor opposes, the opinions or comments placed on District social media sites by visitors or third parties. The District further disclaims any and all responsibility or liability for any posts/content that cannot lawfully be removed or for posts/content that the District deems inappropriate for posting but which cannot be or are not removed expeditiously.
13. **No expectation of privacy**: Given that posts on District social media sites are publicly viewable and available, users, posters, and employees do not have a reasonable expectation of privacy in content posted to District social media sites.
14. **Intellectual property**: Use of the District's logo, trademarks, intellectual property, proprietary graphics, or photographs without the District's written permission is strictly prohibited.
15. **Indemnity**: By posting content, a user agrees to indemnify and hold harmless the District, its officials, officers, directors, and employees, against any damages, losses, liabilities, judgments, causes of action, costs, or expenses (including reasonable attorneys' fees and costs) arising out of any claim relating to any material user has posted on any District-managed social media.

16. **Terms of use policies**: All comments posted to District social media sites are also bound by the platform or host's specific use policy. The District reserves the right to report any violation of a social media host's use policy with the intent of taking appropriate and reasonable responsive action.

17. **Questions**: If you have any questions concerning the operation of a District's social media site, please contact the District Office at (760) 329-6448.

**V. CONCLUSION**

Social media is a 24/7 medium; however, the District's moderation capabilities are not. The District may not detect every inappropriate comment immediately and must rely on the maturity of social media participants and the community to ignore false, misleading, inappropriate, or harmful speech. The District disclaims any and all responsibility for any post/content the District has not expressly authorized.

Adopted:

\_\_\_\_\_, 2023

Approved By:

\_\_\_\_\_  
\_\_\_\_\_

# AGENDA STAFF REPORT



**MEETING NAME:** REGULAR BOARD MEETING

**MEETING DATE(S):** MAY 15, 2023

**FROM:** BRIAN MACY – ASSISTANT GENERAL MANAGER

**FOR:** ACTION  X  DIRECTION \_\_\_\_\_ INFORMATION \_\_\_\_\_

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## AWARD OF PROFESSIONAL HYDROGEOLOGIC SUPPORT SERVICES CONTRACT FOR WELL 35 TO KYLE GROUNDWATER, INC.

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### STAFF RECOMMENDATION

Approve the scope of work and agreement and authorize the General Manager to execute an agreement with Kyle Groundwater, Inc. in the not-to-exceed amount of \$64,801 for hydrogeologic consulting services at Well 35.

### SUMMARY

Through a competitive bidding process, the staff selected Kyle Groundwater, Inc. for hydrogeologic services, specifically, for a well rehabilitation prioritization study. Subsequent to the completion of that task order, several District wells require immediate attention, and in 2007, Well 35 was constructed as part of the Skyborne housing development. At that time, the well was used for construction water, and has not been fully prepared to deliver potable water. As part of the original agreement and following amendments between MSWD and the Skyborne Development, the Skyborne Development was required to bring Well 35 into service. Through Amendment #3, the District received \$2.7 million and assumed responsibility of bringing the well into service.

### ANALYSIS

The District has provided Kyle Groundwater Inc. with the original drilling logs and Kyle Groundwater Inc. has worked with the District in the past on several projects. Kyle Groundwater has a firm understanding of the hydrogeologic conditions associated with the construction of Well 35 (constructed in 2007). Staff recommends that the District enter into an agreement with Kyle Groundwater to perform the following major tasks:

- Perform preliminary assessment of current regulatory and permitting needs.
- Perform basic diagnostics and well testing.
- After the above phases are performed, and the results are satisfactory, complete the design and execute a full scale well rehabilitation and well development program.

### FISCAL IMPACT

The funds necessary to complete this project have been secured by the District per Amendment #3 and has \$2.7 million to cover these costs. District ratepayer funds will not be used for this project.

### ATTACHEMENTS

Contract with Kyle Groundwater, Inc.  
Proposal from Kyle Groundwater Inc.

**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 - 5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.**

**TO: Kyle Groundwater, Inc.**   DATE: \_\_\_\_\_  
**2377 W. Foothill Blvd., Suite 7**  
**Upland, CA 91786**   PROJECT DIR#:   N/A  

**TITLE: Well 35 Hydrogeological Support Services**

The undersigned Consultant agrees to furnish the following:

**All Work/Services per the attached Exhibit A – Scope of Work and in accordance with Exhibit B – Cost Proposal provided by Kyle Groundwater, Inc., and per Exhibit C – Term, Early Termination & Notice**

Contract price \$:     Not to Exceed \$64,801.00    

Term:     Eighteen (18) months from the effective Agreement DATE above    

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted: _____ Mission Springs Water District	Consultant: _____ Kyle Groundwater, Inc. <small>(Business Name)</small>
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By: _____ Arden Wallum	By: _____ Russell Kyle
Title <u>General Manager</u>	Title <u>President</u>

Other authorized representative(s): <u>Brian Macy</u> Assistant General Manager	Other authorized representative(s): _____
<u>Eric Weck</u> Engineering Manager	_____

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she 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 that 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.
- 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. 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.
- e. 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 for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)
- 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto)

**Limit** – The consultant shall maintain limits no less than the following:

General liability - 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 for bodily injury, personal injury, and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).

- 1. Automobile Liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.

2. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

**Required Provisions –**

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later edition is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
  - The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
  - Workers Compensation Insurance – As required by the State of California, with Statutory Limits and Employer's Liability Insurance 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 Mission Springs Water District; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer.
  - Consultant shall require and verify that all sub-contractors 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.
  - 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 coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
  - 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.
- f. 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.
- g. 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)."
- h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- i. 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.
- j. 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.

- k. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. 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.
- n. 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.
- o. 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.
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- q. 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 subcontractors 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 subcontractors to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- r. 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.
- s. 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.
  - t. 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.
  - u. 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.
  - v. 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.
  - w. 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.
  - x. 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.
  - y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
  - z. 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.
  - aa. 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.
  - bb. Consultant will act hereunder as an independent contractor. 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.
  - cc. 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.



April 6, 2023

Mr. Danny Friend  
Director of Operations  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240

**Subject: Proposal for Professional Hydrogeological Support Services  
Assessment of Mission Springs Water District Well 35**

Dear Danny:

KYLE Groundwater, Inc., (KGI) is pleased to present this proposal to Mission Springs Water District (MSWD) for professional hydrogeological services related to assessment of Well 35 which was drilled and constructed in 2007 and subsequently equipped to serve as a source of construction water. It is our understanding that the 600HP motor was removed in 2008, that the pump is still installed within the well, and that the well has been idle since that time. It is our understanding that MSWD would like to assess the current condition of the well and evaluate the feasibility of bringing the well to service as a municipal water supply well. We are proposing a phased approach, whereby each phase is designed to provide early identification of critical issues that could curtail consideration of the well from further investigation. Each phase will become increasingly intrusive and complex as the viability of the well becomes more evident. The following phases of work are recommended and are presented in order of implementation.

- I. Conduct preliminary assessment of regulatory and permitting requirements.
- II. Perform field diagnostics and preliminary testing of the well.
- III. Design and implement a full-scale rehabilitation and redevelopment program.

Our detailed scope of work and cost proposal to perform Phase I through III is as follows, and in Table 1. Fees for pump contractors, downhole surveyors, and laboratory analysis is not included.

#### **SCOPE OF WORK (KGI)**

##### *Task A-1 – Project Management and Meetings*

KGI will provide general project management and will prepare for and attend up to six (6) meetings with MSWD. It is assumed one meeting will take the form of a field visit to the well site to assess site logistics and regulatory constraints. The purpose of the remaining meetings will be to discuss the results of each

KYLE Groundwater, Inc.  
2377 W. Foothill Blvd., Suite 7  
Upland, CA 91786  
(626) 379-7569

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April 6, 2023

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Assessment of Mission Springs Water District Well 35

phase of the assessment, and discuss project progress. Meeting agendas will be prepared for all project meetings and meeting minutes will be provided, as necessary.

### **Phase I – Logistical and Regulatory Review**

#### *Task I-1 – Site Inspection and Regulatory Review*

Bringing an inactive well to service requires compliance with all current well design and construction standards. Additionally, all current regulatory requirements must be met, including, but not limited to, adherence to minimum setbacks from sanitary hazards and establishment of a 50-foot control zone surrounding the well. KGI will visit the well site to assess construction logistics, along with the feasibility of permitting the well for operation with the California State Water Resources Control Board.

The results of the Phase I regulatory and logistical review, along with recommendations for next steps, should that prove feasible and desirable, will be provided to MSWD in letter format, along with an anticipated approach for Phase II well testing.

### **Phase II – Field Diagnostics and Preliminary Testing**

#### *Task II-1 – Preliminary Downhole Video and Electromagnetic Casing Inspection Surveys*

KGI recommends performing dual-cam downhole video and electromagnetic casing inspection surveys for Well 35. The purpose of these surveys will be to assess the current physical condition of the well and determine the feasibility of bringing the well to municipal service. It is assumed that the existing pump will be removed by others to facilitate the downhole surveys. KGI will provide inspection during the surveys, and will review the survey logs upon receipt in an effort to determine the current physical condition of the well, including the degree of any corrosion, mineral encrustation, and/or bacterial activity that may be present. The degree of metal loss and structural integrity of the well casing and screen will be assessed and any areas of significant concern that may require repair will be identified.

#### *Task II-2 – Mechanical Cleaning by Brushing and Removal of Fill*

KGI recommends performing limited mechanical cleaning of the well by brushing prior to conducting well capacity testing and groundwater sampling. The brushes would consist of spirally-wound nylon, polypropylene or polyethylene bristles mounted on a 6-inch minimum diameter weighted core. It is recommended that the weighted brushes be attached to the sand line of a rig equipped with a variable-speed rotating arm capable of a minimum 6-foot continuous revolution (i.e., 12-feet of vertical movement) and 10 strokes per minute, thus providing a minimum of 120 feet of vertical movement per minute. This cleaning process shall be conducted throughout the entire wetted portion of the well in such a way as to provide powerful and effective removal of scale, as well as to exert stresses within the near-well zone. For cost estimating purposes it is assumed that cleaning of both the well casing and screen will occur and that two complete passes will be necessary over a period of one to two days. Following mechanical cleaning, accumulated sediment and debris should be removed from the bottom of the well as completely as is considered practical to the reported depth of approximately 1,040 feet bgs.

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KGI personnel will provide part-time inspection during mechanical cleaning and bailing of the well to monitor the progress of the task and to verify that the proper procedures and equipment are employed.

*Task II-3 – Post-Cleaning Downhole Video Survey*

KGI will provide full-time inspection and review of a post-cleaning dual-cam downhole video survey as a means of assessing and documenting the condition of the well following mechanical cleaning.

*Task II-4 – Preliminary Redevelopment by Focused Intake Pumping and Swabbing*

In an effort to open up well screen openings and provide a more representative evaluation of well capacity, a brief program of well redevelopment is recommended. The goal of this step is to remove as much residual material from the well as is considered practical, maximizing well capacity and efficiency. This task should consist of focused intake pumping through a double-surge block at rates of up to 500 to 900 gallons per minute (gpm) while simultaneously swabbing the entire length of well screen in 10-foot increments. KGI will provide part-time inspection services during redevelopment by focused intake pumping and swabbing throughout the perforated interval. For the length of screen in this well it is anticipated that up to 28 hours of redevelopment time will be necessary to accomplish this over a period of 4 days. However, KGI will review data collected during the development process and provide real-time recommendations regarding the need for more or less development.

*Task II-5 – Well Capacity Testing*

KGI will provide full-time inspection during a step-drawdown pumping test with the focused intake tooling, the purpose of which is to assess well capacity. It is assumed that the test will be 8 hours in duration and will consist of four (4) discrete pumping rates. During testing, static and pumping water levels, totalizer flowmeter readings, and sand production will be measured at specified intervals. Toward the end of testing, KGI personnel will collect groundwater samples and submit them to a State-certified laboratory for analysis of Title 22 constituents.

*Task II-6 – Reporting and Rehabilitation Work Plan*

Data collected from the downhole surveys, well capacity testing, and groundwater sampling will be analyzed following completion. KGI will use the results of the diagnostics to make recommendations regarding well production potential, including estimated instantaneous pumping rate, short- and long-term drawdown characteristics, well efficiency, and anticipated groundwater quality.

The results of the Phase II assessment, along with recommendations for next steps will be provided to MSWD in letter format along with a detailed work plan for well rehabilitation, redevelopment, and testing, should that prove feasible and desirable.

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### **Phase III – Rehabilitation, Redevelopment, and Testing**

Based on the results of the Phase I and II assessments, it may be decided to proceed with rehabilitation, redevelopment, and testing of Well 35. The exact scope of that work will not be known until preliminary well assessment tasks have been completed, and as such, the following scope of work is assumed based on those tasks typically necessary for a well of this age and materials of construction.

1. Mobilization.
2. Chemical cleaning (surfactant and dispersant).
3. Chemical cleaning (acid treatment).
4. Redevelopment by focused intake pumping.
5. Installation of a redevelopment test pump.
6. Redevelopment by pumping and surging.
7. Aquifer testing.
8. Removal of the redevelopment test pump.
9. Post-rehabilitation video survey.
10. Well disinfection.
11. Demobilization and site cleanup.

#### *Task III-1 – Construction Coordination and Support*

KGI will provide construction management support, including Contractor submittal review, response to RFIs and RFCs, change order review, project schedule review, Contractor progress payment request review for accuracy, and regular construction updates.

#### *Task III-2 – Chemical Treatment (Surfactant and Polymer Dispersant)*

KGI personnel will provide full-time inspection during pre-development pumping and application of non-ionic surfactant and dispersant polymer to verify that the type, volume, and concentrations of chemicals utilized are consistent with the work plan, that proper dispersal techniques are employed by the Contractor, and that proper chemical removal and disposal techniques are used (as necessary).

#### *Task III-3 – Chemical Treatment (Acid)*

KGI personnel will provide full-time inspection during mixing, application, neutralization, and removal of HCT Well-Klean Pre-Blend and sodium bicarbonate chemical products to verify that the type, volume, and concentrations of chemicals utilized are consistent with the work plan, that proper dispersal techniques are employed by the Contractor, and that proper chemical neutralization, removal, and disposal techniques are used (as necessary).

#### *Task III-4 – Final Redevelopment by Pumping and Surging*

The final phase of well redevelopment consists of pumping and surging with a temporary test pump and motor to be furnished by the Contractor. During the final development process, pumping will begin at low rates, with no surging, slowly building to the maximum specified pumping rate (typically 1.5x the anticipated design pumping rate). Gentle surging will then begin at lower rates, becoming increasingly

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aggressive as development progresses. Tests for sand production and specific capacity will be performed throughout the process to measure the progress of development. Once specific capacity approaches a maximum, sand production approaches a minimum, and well performance criteria are met, development is considered complete and the aquifer pumping test phase can begin.

KGI will provide part-time inspection during final well development. Typically, approximately 30 hours of final well redevelopment is sufficient to properly redevelop a well of this anticipated depth. However, this can vary based on many factors, and as such, KGI will review data collected during final development and provide real-time recommendations regarding the need for additional development time.

#### *Task III-5 – Aquifer Pumping Tests*

KGI will provide full-time inspection during an 8-hour step-drawdown pumping test, the purpose of which is to allow calculation of well efficiency and determine an appropriate rate for the constant rate pumping test. During the test, static and pumping water levels, totalizer flowmeter readings, and sand production, will be measured at specified intervals.

Following the step-drawdown test, KGI will provide part-time inspection during the 24-hour constant rate drawdown test, the purpose of which is to determine a recommended instantaneous pumping rate, allow calculation of short- and long-term pumping dynamics, and establish an optimal pump intake setting. As with the step drawdown test, totalizer flowmeter readings and sand production will be measured at specified intervals. Recovering water levels will be measured for a period of 4 hours following cessation of pumping.

#### *Task III-6 – Post-Rehabilitation Downhole Video Survey*

KGI will provide full-time inspection and review of a post-testing dual-cam downhole video survey as a means of assessing and documenting the condition of the well following rehabilitation.

#### *Task III-7 – Well Disinfection*

KGI will provide full-time inspection services during final disinfection of the well structure to verify that suitable chemicals, concentrations, and methods of mixing and emplacement are employed.

#### *Task III-8 – Analyze Aquifer Pumping Test Data and Prepare Letter Summary Report*

A summary of the well rehabilitation, redevelopment, and testing process will be provided in a comprehensive letter report. Data collected from the aquifer pumping tests will be analyzed immediately following completion. KGI will use the results of the analysis to make recommendations regarding optimal operational parameters, including instantaneous pumping rate, short- and long-term drawdown characteristics, well efficiency, and recommended pump intake setting. Analysis, results, and recommendations will be presented to MSWD in letter format with appropriate charts, figures, and data.

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Assessment of Mission Springs Water District Well 35

*Task III-9 – Drinking Water Source Assessment and Protection (DWSAP) Program Documents*

DWSAP documents will be prepared using the latest forms available from the California Division of Drinking Water. Preparation of the DWSAP documents requires identification of all Potentially Contaminating Activities (i.e., PCAs) within two-, five- and ten-year protection zones. These protection zones will be delineated using the modified calculated fixed-radius method, taking in to account local groundwater flow direction, anticipated well construction details and pumping capacity, and aquifer parameters. Protection zones will be presented in map form along with identified PCAs. Those PCAs that are identified as posing the greatest environmental risk to the proposed well (if any) will be provided in a ranked vulnerability inventory and assessed within the DWSAP documents. The DWSAP documents will be submitted to MSWD in electronic (i.e., PDF) format for forwarding to DDW. Much of the information and data needed to prepare the DWSAP documents is contained within our in-house database. Additional information, as needed, will be requested once the work has begun.

Thank you for considering our proposal and please do not hesitate to contact me at 626.379.7569 or russell.kyle@kylegroundwater.com should you have any questions or concerns. We welcome the opportunity to continue our mutually beneficial working relationship with MSWD.

Sincerely,



Russell John Kyle, PG, CHG  
President / Principal Hydrogeologist



# EXHIBIT B

## MISSION SPRINGS WATER DISTRICT Cost Proposal for Proposal for Professional Hydrogeological Support Services Assessment of Mission Springs Water District Well 35

		Principal Hydrogeologist	Project Hydrogeologist	Staff Hydrogeologist	GSI Technician	Project Coordinator	Clerical	Labor	Direct Costs	Total Cost
		Hourly Rate: \$195	\$145	\$135	\$120	\$105	\$80			
<b>A. PROJECT MANAGEMENT AND MEETINGS</b>										
A-1	Provide General Project Management and Attend up to Six (6) Project Meetings, Including Site Walk	8	8					\$ 2,720	\$ 270	\$ 2,990
<b>I. PHASE I - LOGISTICAL AND REGULATORY REVIEW</b>										
I-1	Conduct Site Logistical and Investigation and Regulatory Review, Prepare Letter Report	6	8	6	4			\$ 3,620	\$ -	\$ 3,620
<b>II. PHASE II - FIELD DIAGNOSTICS AND PRELIMINARY TESTING</b>										
II-1	Inspect Downhole Video and Electromagnetic Casing Inspection Surveys	2	3	8				\$ 1,905	\$ 96	\$ 2,001
II-2	Inspect Mechanical Cleaning by Brushing, Removal of Accumulated Sediment and Debris	2	4	8				\$ 2,050	\$ 191	\$ 2,241
II-3	Inspect and Review Post-Cleaning Downhole Video Survey	1	3	4				\$ 1,170	\$ 96	\$ 1,266
II-4	Inspect Preliminary Redevelopment by Focused Intake Pumping and Swabbing	2	12	24				\$ 5,370	\$ 382	\$ 5,752
II-5	Inspect Well Capacity Testing (8-hour step drawdown), Including Laboratory Coordination, Sampling, and Sample Delivery	2	2	16			1	\$ 2,920	\$ 96	\$ 3,016
II-6	Evaluate Survey Data, Perform Condition Assessment, Evaluate Well Performance and Groundwater Quality, and Prepare Detailed Work Plan for Recommended Next Steps	8	12	16	2			\$ 5,700	\$ -	\$ 5,700
<b>III. PHASE III - REHABILITATION, REDEVELOPMENT, AND TESTING</b>										
III-1	Contractor Coordination and Support	4		8				\$ 1,860	\$ -	\$ 1,860
III-2	Inspect Chemical Treatment with Surfactant and Polymer Dispersant	2	9	24				\$ 4,935	\$ 287	\$ 5,222
III-3	Inspect Chemical Treatment with Acid Solution	2	9	24				\$ 4,935	\$ 287	\$ 5,222
III-4	Inspect Final Redevelopment by Pumping and Surging	2	6	24				\$ 4,500	\$ 287	\$ 4,787
III-5	Inspect Aquifer Pumping Tests (8-hour step drawdown, 24-hour constant rate, 4-hour recovery)	3	8	32				\$ 6,065	\$ 287	\$ 6,352
III-6	Inspect and Review Post-Rehabilitation Downhole Video Survey	1	3	4				\$ 1,170	\$ 96	\$ 1,266
III-7	Inspect Well Disinfection	1	3	8				\$ 1,710	\$ 96	\$ 1,806
III-8	Analyze Test Data and Prepare Summary Letter Report and Recommendations	8	12	16	2			\$ 5,700	\$ -	\$ 5,700
III-9	Prepare Drinking Water Source Assessment and Protection (DWSAP) Documents	12		20	8			\$ 6,000	\$ -	\$ 6,000
<b>TOTAL HOURS AND COST:</b>		<b>66</b>	<b>102</b>	<b>242</b>	<b>16</b>		<b>1</b>	<b>\$ 62,330</b>	<b>\$ 2,471</b>	<b>\$ 64,801</b>

# EXHIBIT C

## Term, Early Termination & Notice

### Well 35 Hydrogeological Support Services

#### **A. Term of Agreement**

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon eighteen (18) months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the Mission Springs Water District and Kyle Groundwater, Inc. for Well 35 Hydrogeological Support 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 Kyle Groundwater, Inc.

#### **OWNER**

Attn: Eric Weck  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240

#### **CONSULTANT**

Attn: Russell Kyle  
Kyle Groundwater, Inc.  
309 E. Jefferson Avenue  
Pomona, CA 91767



April 6, 2023

Mr. Danny Friend  
 Director of Operations  
 Mission Springs Water District  
 66575 Second Street  
 Desert Hot Springs, CA 92240

**Subject: Proposal for Professional Hydrogeological Support Services  
 Assessment of Mission Springs Water District Well 35**

Dear Danny:

KYLE Groundwater, Inc., (KGI) is pleased to present this proposal to Mission Springs Water District (MSWD) for professional hydrogeological services related to assessment of Well 35 which was drilled and constructed in 2007 and subsequently equipped to serve as a source of construction water. It is our understanding that the 600HP motor was removed in 2008, that the pump is still installed within the well, and that the well has been idle since that time. It is our understanding that MSWD would like to assess the current condition of the well and evaluate the feasibility of bringing the well to service as a municipal water supply well. We are proposing a phased approach, whereby each phase is designed to provide early identification of critical issues that could curtail consideration of the well from further investigation. Each phase will become increasingly intrusive and complex as the viability of the well becomes more evident. The following phases of work are recommended and are presented in order of implementation.

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Our detailed scope of work and cost proposal to perform Phase I through III is as follows, and in Table 1. Fees for pump contractors, downhole surveyors, and laboratory analysis is not included.

**SCOPE OF WORK (KGI)**

*Task A-1 – Project Management and Meetings*

KGI will provide general project management and will prepare for and attend up to six (6) meetings with MSWD. It is assumed one meeting will take the form of a field visit to the well site to assess site logistics and regulatory constraints. The purpose of the remaining meetings will be to discuss the results of each

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Proposal for Professional Hydrogeological Support Services  
 Assessment of Mission Springs Water District Well 35

phase of the assessment, and discuss project progress. Meeting agendas will be prepared for all project meetings and meeting minutes will be provided, as necessary.

### **Phase I – Logistical and Regulatory Review**

#### *Task I-1 – Site Inspection and Regulatory Review*

Bringing an inactive well to service requires compliance with all current well design and construction standards. Additionally, all current regulatory requirements must be met, including, but not limited to, adherence to minimum setbacks from sanitary hazards and establishment of a 50-foot control zone surrounding the well. KGI will visit the well site to assess construction logistics, along with the feasibility of permitting the well for operation with the California State Water Resources Control Board.

The results of the Phase I regulatory and logistical review, along with recommendations for next steps, should that prove feasible and desirable, will be provided to MSWD in letter format, along with an anticipated approach for Phase II well testing.

### **Phase II – Field Diagnostics and Preliminary Testing**

#### *Task II-1 – Preliminary Downhole Video and Electromagnetic Casing Inspection Surveys*

KGI recommends performing dual-cam downhole video and electromagnetic casing inspection surveys for Well 35. The purpose of these surveys will be to assess the current physical condition of the well and determine the feasibility of bringing the well to municipal service. It is assumed that the existing pump will be removed by others to facilitate the downhole surveys. KGI will provide inspection during the surveys, and will review the survey logs upon receipt in an effort to determine the current physical condition of the well, including the degree of any corrosion, mineral encrustation, and/or bacterial activity that may be present. The degree of metal loss and structural integrity of the well casing and screen will be assessed and any areas of significant concern that may require repair will be identified.

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KGI personnel will provide part-time inspection during mechanical cleaning and bailing of the well to monitor the progress of the task and to verify that the proper procedures and equipment are employed.

*Task II-3 – Post-Cleaning Downhole Video Survey*

KGI will provide full-time inspection and review of a post-cleaning dual-cam downhole video survey as a means of assessing and documenting the condition of the well following mechanical cleaning.

*Task II-4 – Preliminary Redevelopment by Focused Intake Pumping and Swabbing*

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*Task II-6 – Reporting and Rehabilitation Work Plan*

Data collected from the downhole surveys, well capacity testing, and groundwater sampling will be analyzed following completion. KGI will use the results of the diagnostics to make recommendations regarding well production potential, including estimated instantaneous pumping rate, short- and long-term drawdown characteristics, well efficiency, and anticipated groundwater quality.

The results of the Phase II assessment, along with recommendations for next steps will be provided to MSWD in letter format along with a detailed work plan for well rehabilitation, redevelopment, and testing, should that prove feasible and desirable.

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Assessment of Mission Springs Water District Well 35

### **Phase III – Rehabilitation, Redevelopment, and Testing**

Based on the results of the Phase I and II assessments, it may be decided to proceed with rehabilitation, redevelopment, and testing of Well 35. The exact scope of that work will not be known until preliminary well assessment tasks have been completed, and as such, the following scope of work is assumed based on those tasks typically necessary for a well of this age and materials of construction.

1. Mobilization.
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3. Chemical cleaning (acid treatment).
4. Redevelopment by focused intake pumping.
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6. Redevelopment by pumping and surging.
7. Aquifer testing.
8. Removal of the redevelopment test pump.
9. Post-rehabilitation video survey.
10. Well disinfection.
11. Demobilization and site cleanup.

#### *Task III-1 – Construction Coordination and Support*

KGI will provide construction management support, including Contractor submittal review, response to RFIs and RFCs, change order review, project schedule review, Contractor progress payment request review for accuracy, and regular construction updates.

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KGI personnel will provide full-time inspection during pre-development pumping and application of non-ionic surfactant and dispersant polymer to verify that the type, volume, and concentrations of chemicals utilized are consistent with the work plan, that proper dispersal techniques are employed by the Contractor, and that proper chemical removal and disposal techniques are used (as necessary).

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#### *Task III-4 – Final Redevelopment by Pumping and Surging*

The final phase of well redevelopment consists of pumping and surging with a temporary test pump and motor to be furnished by the Contractor. During the final development process, pumping will begin at low rates, with no surging, slowly building to the maximum specified pumping rate (typically 1.5x the anticipated design pumping rate). Gentle surging will then begin at lower rates, becoming increasingly

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Proposal for Professional Hydrogeological Support Services  
Assessment of Mission Springs Water District Well 35

aggressive as development progresses. Tests for sand production and specific capacity will be performed throughout the process to measure the progress of development. Once specific capacity approaches a maximum, sand production approaches a minimum, and well performance criteria are met, development is considered complete and the aquifer pumping test phase can begin.

KGI will provide part-time inspection during final well development. Typically, approximately 30 hours of final well redevelopment is sufficient to properly redevelop a well of this anticipated depth. However, this can vary based on many factors, and as such, KGI will review data collected during final development and provide real-time recommendations regarding the need for additional development time.

#### *Task III-5 – Aquifer Pumping Tests*

KGI will provide full-time inspection during an 8-hour step-drawdown pumping test, the purpose of which is to allow calculation of well efficiency and determine an appropriate rate for the constant rate pumping test. During the test, static and pumping water levels, totalizer flowmeter readings, and sand production, will be measured at specified intervals.

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#### *Task III-6 – Post-Rehabilitation Downhole Video Survey*

KGI will provide full-time inspection and review of a post-testing dual-cam downhole video survey as a means of assessing and documenting the condition of the well following rehabilitation.

#### *Task III-7 – Well Disinfection*

KGI will provide full-time inspection services during final disinfection of the well structure to verify that suitable chemicals, concentrations, and methods of mixing and emplacement are employed.

#### *Task III-8 – Analyze Aquifer Pumping Test Data and Prepare Letter Summary Report*

A summary of the well rehabilitation, redevelopment, and testing process will be provided in a comprehensive letter report. Data collected from the aquifer pumping tests will be analyzed immediately following completion. KGI will use the results of the analysis to make recommendations regarding optimal operational parameters, including instantaneous pumping rate, short- and long-term drawdown characteristics, well efficiency, and recommended pump intake setting. Analysis, results, and recommendations will be presented to MSWD in letter format with appropriate charts, figures, and data.

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*Task III-9 – Drinking Water Source Assessment and Protection (DWSAP) Program Documents*

DWSAP documents will be prepared using the latest forms available from the California Division of Drinking Water. Preparation of the DWSAP documents requires identification of all Potentially Contaminating Activities (i.e., PCAs) within two-, five- and ten-year protection zones. These protection zones will be delineated using the modified calculated fixed-radius method, taking in to account local groundwater flow direction, anticipated well construction details and pumping capacity, and aquifer parameters. Protection zones will be presented in map form along with identified PCAs. Those PCAs that are identified as posing the greatest environmental risk to the proposed well (if any) will be provided in a ranked vulnerability inventory and assessed within the DWSAP documents. The DWSAP documents will be submitted to MSWD in electronic (i.e., PDF) format for forwarding to DDW. Much of the information and data needed to prepare the DWSAP documents is contained within our in-house database. Additional information, as needed, will be requested once the work has begun.

Thank you for considering our proposal and please do not hesitate to contact me at 626.379.7569 or russell.kyle@kylegroundwater.com should you have any questions or concerns. We welcome the opportunity to continue our mutually beneficial working relationship with MSWD.

Sincerely,



Russell John Kyle, PG, CHG  
President / Principal Hydrogeologist



**MISSION SPRINGS WATER DISTRICT**  
**Cost Proposal for Proposal for Professional Hydrogeological Support Services**  
**Assessment of Mission Springs Water District Well 35**

		Principal Hydrogeologist	Project Hydrogeologist	Staff Hydrogeologist	GSI Technician	Project Coordinator	Clerical	Labor	Direct Costs	Total Cost
<i>Hourly Rate:</i>		\$195	\$145	\$135	\$120	\$105	\$80			
<b>A. PROJECT MANAGEMENT AND MEETINGS</b>										
A-1	Provide General Project Management and Attend up to Six (6) Project Meetings, Including Site Walk	8	8					\$ 2,720	\$ 270	\$ 2,990
<b>I. PHASE I - LOGISTICAL AND REGULATORY REVIEW</b>										
I-1	Conduct Site Logistical and Investigation and Regulatory Review, Prepare Letter Report	6	8	6	4			\$ 3,620	\$ -	\$ 3,620
<b>II. PHASE II - FIELD DIAGNOSTICS AND PRELIMINARY TESTING</b>										
II-1	Inspect Downhole Video and Electromagnetic Casing Inspection Surveys	2	3	8				\$ 1,905	\$ 96	\$ 2,001
II-2	Inspect Mechanical Cleaning by Brushing, Removal of Accumulated Sediment and Debris	2	4	8				\$ 2,050	\$ 191	\$ 2,241
II-3	Inspect and Review Post-Cleaning Downhole Video Survey	1	3	4				\$ 1,170	\$ 96	\$ 1,266
II-4	Inspect Preliminary Redevelopment by Focused Intake Pumping and Swabbing	2	12	24				\$ 5,370	\$ 382	\$ 5,752
II-5	Inspect Well Capacity Testing (8-hour step drawdown), Including Laboratory Coordination, Sampling, and Sample Delivery	2	2	16			1	\$ 2,920	\$ 96	\$ 3,016
II-6	Evaluate Survey Data, Perform Condition Assessment, Evaluate Well Performance and Groundwater Quality, and Prepare Detailed Work Plan for Recommended Next Steps	8	12	16	2			\$ 5,700	\$ -	\$ 5,700
<b>III. PHASE III - REHABILITATION, REDEVELOPMENT, AND TESTING</b>										
III-1	Contractor Coordination and Support	4		8				\$ 1,860	\$ -	\$ 1,860
III-2	Inspect Chemical Treatment with Surfactant and Polymer Dispersant	2	9	24				\$ 4,935	\$ 287	\$ 5,222
III-3	Inspect Chemical Treatment with Acid Solution	2	9	24				\$ 4,935	\$ 287	\$ 5,222
III-4	Inspect Final Redevelopment by Pumping and Surging	2	6	24				\$ 4,500	\$ 287	\$ 4,787
III-5	Inspect Aquifer Pumping Tests (8-hour step drawdown, 24-hour constant rate, 4-hour recovery)	3	8	32				\$ 6,065	\$ 287	\$ 6,352
III-6	Inspect and Review Post-Rehabilitation Downhole Video Survey	1	3	4				\$ 1,170	\$ 96	\$ 1,266
III-7	Inspect Well Disinfection	1	3	8				\$ 1,710	\$ 96	\$ 1,806
III-8	Analyze Test Data and Prepare Summary Letter Report and Recommendations	8	12	16	2			\$ 5,700	\$ -	\$ 5,700
III-9	Prepare Drinking Water Source Assessment and Protection (DWSAP) Documents	12		20	8			\$ 6,000	\$ -	\$ 6,000
<b>TOTAL HOURS AND COST:</b>		<b>66</b>	<b>102</b>	<b>242</b>	<b>16</b>		<b>1</b>	<b>\$ 62,330</b>	<b>\$ 2,471</b>	<b>\$ 64,801</b>

# AGENDA STAFF REPORT



**MEETING NAME:** REGULAR BOARD MEETING

**MEETING DATE(S):** MAY 15, 2023

**FROM:** BRIAN MACY – ASSISTANT GENERAL MANAGER

**FOR:** ACTION  DIRECTION  INFORMATION

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## AWARD OF CONTRACT WITH ECOLOGY AUTO PARTS INC. FOR HAULING OF SUB-CLASS “B” BIO-SOLIDS, GRIT, AND SCREENING OFF-SITE

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### STAFF RECOMMENDATION

Authorize the General Manager to execute a 3-year contract for a not to exceed amount of \$440,000 per year, with the option to extend the contract for three (3) one-year terms to Ecology Auto Parts Inc. (Ecology) for the hauling of Sub-Class “B” bio-solids, grit, and screening off-site for landfill or beneficial reuse and authorize the General Manager to do all things necessary to complete the project.

### SUMMARY

As part of the treatment process, MSWD operates a belt filter press to dewater secondary sludge (bio-solids) to maintain a balance of solids in the plant. Bio-solids generated at the HWWTP are hauled away routinely on a daily/weekly schedule with the tonnage dependent on the influent flows and operations of the plant. Western Express Transporters, Inc. has been the District’s contracted bio-solids hauler since 2014. In September 2022, the District was notified that WET would no longer be able to service our needs effective February 1, 2023.

During the MSWD Board Meeting held on February 20, 2023, MSWD awarded a contract to Denali Water Solutions LLC. for hauling services. After the award, Denali Water Solutions, LLC requested changes to the contract language which MSWD did not accept; therefore, MSWD began contract negotiations with the second bidder, Ecology. The negotiated contract with Ecology is attached.

### ANALYSIS

Ecology is a family-owned and operated business that has operated landfills and municipal solid waste transfer stations beginning in 1949 in Downey, Norwalk, and Santa Fe Springs, CA. Ecology has been operating a dedicated waste transfer business throughout the Southern California area since 2001. They currently transport on an annual basis over six million tons of recyclables and MSW, approximately 125,000 tons of biosolids, and over six million tons of various other commodities by commercial tractor-trailers, including scrap iron and metal, recyclables, green waste, food waste, and construction debris.

Over the past month, Ecology has been working with MSWD staff under an emergency contract to haul sub-class “B” bio-solids and grit off-site for landfill disposal. Ecology has been very responsive to District’s needs and is willing to work with MSWD as staff prepares for the operation of Wright Regional Wastewater Reclamation Facility. Ecology has also proposed a lime stabilization pilot study which may provide a lower hauling cost alternative in Fall 2023.

### FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

All costs for this contract through June 30<sup>th</sup> have been included within the approved FY2022/23 budget.

### ATTACHMENTS

Agreement for Professional Services: Ecology Auto Parts Inc., and Spill Response Plan

**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 - 5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.**

**TO: Ecology Auto Parts, Inc.  
14150 Vine Place  
Cerritos, CA 90703**

DATE: \_\_\_\_\_

PROJECT DIR#:   N/A  

**TITLE: Hauling of Sub-Class "B" Bio-Solids, Grit and Screening Off-site**

The undersigned Consultant agrees to furnish the following:

**All Work/Services per the attached Exhibit A – Scope of Services and in accordance with Exhibit B – Proposal provided by Ecology Auto Parts, Inc., and per Exhibit C – Term, Early Termination & Notice**

Contract price \$:   **Not to Exceed \$440,000.00 per year**  


Term:   **Three (3) years, from June 1, 2023, to June 1, 2026**  

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted: \_\_\_\_\_  
Mission Springs Water District

Consultant: \_\_\_\_\_  
Ecology Auto Parts, Inc.  
(Business Name)

By: \_\_\_\_\_  
Arden Wallum  
Title   General Manager  

By:  \_\_\_\_\_  
Aaron Siroonian  
Title   Chief Operating Officer  

Other authorized representative(s): \_\_\_\_\_  
Brian Macy  
Assistant General Manager

Other authorized representative(s): \_\_\_\_\_

\_\_\_\_\_   Danny Friend    
Director of Operations

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she 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 that 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.
- 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. 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.
- e. 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 for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)
- 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto)

**Limit** – The consultant shall maintain limits no less than the following:

General liability - 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 for bodily injury, personal injury, and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).

- 1. Automobile Liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.

2. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

**Required Provisions –**

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later edition is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
  - The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
  - Workers Compensation Insurance – As required by the State of California, with Statutory Limits and Employer's Liability Insurance 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 Mission Springs Water District; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer.
  - Consultant shall require and verify that all sub-contractors 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.
  - 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 coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
  - 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.
- f. 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.
- g. 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)."
- h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- i. 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.
- j. 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.

- k. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. 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.
- n. 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.
- o. 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.
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- q. 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 subcontractors 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 subcontractors to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- r. 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.

- s. 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.
- t. 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.
- u. 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.
- v. 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.
- w. 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.
- x. 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.
- y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- z. 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.
- aa. 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.
- bb. Consultant will act hereunder as an independent contractor. 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.
- cc. 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.

# EXHIBIT A

## Scope of Services

### Hauling of Sub-Class “B” Bio-Solids, Grit and Screening Off-site

Proposers must have the capability of providing the full range of services outlined in the following Scope of Work. Proposers shall be referred to as “Contractor” in the Scope of Work.

#### A. Approvals and Permits

The Horton Wastewater Treatment Plant’s (“HWWTP”) “Sub-Class B” biosolids have been tested in accordance with 40 CFR Part 503. This data will be provided to the Contractor on a quarterly basis. It shall be the responsibility of the Contractor to meet the disposal requirements of 40 CFR Part 503. Prior to providing any services for this contract, the Contractor shall submit all documentation confirming that the Contractor has all applicable and required regulatory and land use permits, which legally authorize the Contractor to remove and reuse, or dispose of the biosolids. If tipping or disposal fees or charges at destinations increase beyond an ordinary CPI increase, or if costs increase due to a change in law, such increase in fees, charges or costs will be passed through to Mission Springs Water District (“District” or “MSWD”).

#### B. Ownership & Reuse

The Contractor shall reuse or properly dispose of all biosolids from the HWWTP in accordance with 40 CFR Part 503 Sludge Disposal Regulations. Biosolids generated at the HWWTP are Class B; however, in the event that the HWWTP produces sub-Class B biosolids, this information will be provided to the Contractor. Sub-Class B biosolids shall be hauled to and disposed of at a landfill or permitted composting facility by the Contractor. As a biosolids generator, the District is required by the 40 CFR Part 503 Sludge Disposal Regulations to ensure that haulers, land-appliers, and anyone who receives the District’s Biosolids comply with these regulations. MSWD shall be allowed access to placement or treatment facilities under the control of the Contractor to assure compliance with applicable State and Federal regulations.

#### C. Service

The Contractor shall be responsible for the hauling and disposal of the District’s bio-solids and grit and screening from the HWWTP. The average WTPD for removal is 12.5 up to 25 wet tons per day. The Contractor shall provide the necessary equipment to remove and transport all biosolids for disposal/reuse.

Additionally, Contractor shall all furnish labor, materials, and equipment to remove, transport and dispose of non-hazardous solids from the HWWTP. Materials and equipment are to include, but are not limited to, daily rental of a truck, and up to five trailers per week for loading, moving, transporting and disposal of non-hazardous solids. The provided trailers are to be exchanged as needed throughout the week with one trailer being onsite at all times.



#### D. Transportation Procedures

All trucks shall traverse only major streets through the City of Desert Hot Springs. All of the Department of Transportation requirements and local and state laws and regulations, including speed limits, shall be adhered to. The Contractor shall repair or replace, at the Contractor's sole expense, and assume full responsibility for, any and all damage to District, City, private, or public property that occurs due to the negligence of the Contractor or the Contractor's subcontractors. This includes the cleanup of any spills during the Contractor's regular operations, either on the District's property or public right of way.

All trucks shall enter the HWWTP, load their cargo, and depart the facility in an expeditious and safe manner. Truckers who do not cooperate in this effort shall be barred from entering the HWWTP.

Contractor shall clean the roadways used by any contractor vehicles upon completion of nonhazardous solids removal from the HWWTP.

#### E. Trailers

All trucks must arrive at and depart from the HWWTP and arrive at and depart from the disposal/reuse facility with their trailers fully tarped and shall have water-tight gates. The Contractor shall be responsible for the cleanup of any spill caused by a truck that fails to meet this requirement.

#### F. Loads

The District is responsible for the loading of trailers with de-watered sludge.

District staff will fill a trailer until the total weight of the truck, trailer and load is approximately twenty-four (24) wet tons. If the load exceeds the maximum load of the trailer while loading, the truck driver shall be responsible for "trimming" any overloaded trailer, before leaving the plant, in an area designated by the District at the HWWTP.

The de-watered sludge will be in semi-solid state containing from 14% to 18% solids, the remainder being water.

#### G. Manifests

Each truckload shall be assigned a manifest, which shall include specific information on each biosolids load to facilitate tracking and billing. The Contractor shall provide the manifest forms, which shall include at least two duplicate copies—one for the Contractor and another for the HWWTP. The form shall include information such as the trucking company's name and contact information; a manifest number; date and time; source; field number/site; producer's signature; truck and trailer; gross, tare, and net weight; driver's name and signature; date and time delivered to reuse site; and who the load was accepted by.

#### H. Reports and Records

The Contractor shall provide the District with a copy of the manifests matched with certified tare and gross weight tickets for each load removed from the HWWTP on a monthly basis. The tickets shall be submitted to the Chief Plant Operator on or before the tenth day of the following month.

MSWD also reserves the right to review any or all records related to the disposal/reuse of the District's biosolids for any marketable purpose, including staff or driver's training records (e.g., defensive driving, spill response, etc.). The option to review may be exercised during the term of the contract, upon termination, or upon completion of the contract, or any time thereafter for up to sixty (60) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation immediately available upon request by the District.

**NOTE: SHOULD ANY REPORTS OR RECORDS REQUESTED NOT BE RECEIVED ON OR BEFORE THE REQUIRED DUE DATE, ANY INVOICES SUBMITTED WILL NOT BE APPROVED FOR PAYMENT UNTIL THE REPORTS OR RECORDS HAVE BEEN RECEIVED, ACCEPTED, AND APPROVED BY THE CHIEF PLANT OPERATOR.**

I. Equipment Maintenance

All trucks shall arrive at the HWWTP in a clean condition with their exteriors free of biosolids or deleterious material. After unloading biosolids, all trucks shall be cleaned and free of biosolids or deleterious material before entering any public road.

All trucks, trailers, materials, and equipment shall be free of damage, in good operating condition, and maintained in accordance with the manufacturers' recommendations. If any truck becomes disabled while at the HWWTP, the Contractor shall be fully responsible for all costs associated with said disablement. Disabled trucks will be removed from the HWWTP at the Contractor's cost. If a truck becomes disabled after leaving the HWWTP, the Contractor shall ensure that any biosolids transported by the vehicle are disposed of/reused within 48 hours of loading.

J. Spill Response

Prior to issuance of the contract, the Contractor shall provide the District with a detailed plan of action for the handling of any damage or spillage occurrences. If any damage or spillage should occur during the term of the contract, the Contractor shall immediately notify HWWTP's Chief Plant Operator and provide a written incident report within 72 hours.

All truck drivers shall be trained in spill response procedures and shall be able to demonstrate knowledge of the procedures to the District personnel at any time. All trucks shall contain a spill response plan, shovel, brooms, and other necessary equipment to clean up small spills of biosolids that exit the trailer prior to unloading.



**TITLE: SPILL RESPONSE PLAN**

**LOCATION: BIOSOLIDS**

**1.0 SCOPE**

- 1.1 The Spill Response Plan has been written to establish detailed procedures to be followed in case a spill occurs while hauling biosolids.
- 1.2 This Plan applies to personnel involved in the transportation and hauling of biosolids to meet compliance requirements and to ensure spill cleanup procedures are carried out and implemented as planned.

**2.0 BIOSOLIDS HAZARDS**

- 2.1 Biosolids are considered non-hazardous and non-toxic. Spilled biosolids can cause roadways to become slick. Biosolids should not be allowed to wash into storm drains or water ways.
- 2.2 Use gloves to clean or handle biosolids. Always wash your hands and any body part that came in contact with biosolids with soap and water.
- 2.3 Do not eat or drink while handling or working with biosolids.

**3.0 EMERGENCY CONTACTS AND NOTIFICATIONS**

- 3.1 In the case a spill or accident occurs during the transportation of biosolids, the following emergency contacts will be contacted, regardless of the amount spilled:
  - Noe Ramirez/Operations Manager     Cell     (562) 549-6366
  - Bryan Cannon/General Manager     Cell     (562) 832-8056
  - Joel Santos/Environmental Manager     Cell     (916) 844-5864
  - Jose Cardenas/Safety Manager     Cell     (562) 577-1270
  - Jay Blackburn/Safety Supervisor     Cell     (562) 577- 0938
- 3.2 An Ecology representative will notify the wastewater treatment plant (WWTP) of the load origin as soon as possible.
- 3.3 The Dispatcher or an Ecology representative will notify the wastewater treatment plant. (WWTP) where the material originated from about the spill as soon as possible.



CORPORATE SAFETY PLAN  
DOCUMENT ID: ECOSAF – 1025

REV: NEW      DATE: 03/01/2023

TITLE: **SPILL RESPONSE PLAN**

LOCATION: BIOSOLIDS

#### **4.0 PERSONAL PROTECTIVE EQUIPMENT**

- 4.1 Trucks hauling biosolids will be carrying the following equipment for their protection in case of a biosolids spill:
- a) First Aid Kit
  - b) Cell Phone
  - c) Reflective triangles or cones
  - d) Gloves
  - e) Broom and Shovel to avoid contact with biosolids.
  - f) Kitty litter or sand

#### **5.0 RESPONSE INSTRUCTIONS IN CASE OF SPILLS**

- 5.1 If a spill or accident occurs and the driver is not hurt, the following procedures will be followed:

#### **6.0 DRIVER PROCEDURES**

- 6.1 The driver will be sure that he/she is safe and not in any danger. If the Driver is in danger or injured, the driver must contact his immediate supervisor.
- 6.2 If safe to perform, drivers will place traffic cones or reflector triangles to divert traffic around spill.
- 6.3 If safe to perform and whenever possible driver will contain spill and maintain spill away from waterways or storm drains.
- 6.4 The driver is responsible to notify his immediate supervisor of spill location and severity.
- 6.5 Whenever possible spilled material will be cleaned and returned to trailer.
- 6.6 Biosolids Spill Report Form will be completed (see attached form).
- 6.7 The truck to remain at site until the complete up has been completed.



CORPORATE SAFETY PLAN  
DOCUMENT ID: ECOSAF – 1025

REV: NEW      DATE: 03/01/2023

TITLE: **SPILL RESPONSE PLAN**

LOCATION: BIOSOLIDS

## 7.0 DISPATCHER PROCEDURES

- 7.1 The appropriate agencies will be contacted (see Emergency Contacts above).
- 7.2 If the spill requires a cleanup crew, one will be dispatched.
- 7.3 The crew will include:
  - a) Two-person crew unless more personnel is needed.
  - b) Rubber tired front-end loader or another loader
  - c) Sandbags and/or hay bales, or absorbent material
  - d) Street sweeper
  - e) Shovels, brooms, cones, and flares
  - f) truck or trailer is not operable, an alternative truck and trailer will be sent
  - g) Contact the generator where the biosolids originated as soon as possible.
  - h) Biosolids Spill Report will be completed and submitted to the appropriate agencies and WWTP.

## 8.0 SPILL CLEAN UP

- 8.1 If the spill does not require a crew for cleanup, the driver will replace spilled biosolids in trailer.
- 8.2 If biosolids replaced into trailer were not contaminated, the load will be delivered to its intended site.
- 8.3 Contaminated biosolids will be sent to an approved landfill for disposal.
- 8.4 If spill does require a crew, the following cleanup will be performed:
  - a) Contain biosolids to the spill area and block storm drains with sand, sandbags, or absorbent material.
  - b) Place biosolids into one pile using shovels, broom, and/or loader.



CORPORATE SAFETY PLAN

DOCUMENT ID: ECOSAF – 1025

REV: NEW      DATE: 03/01/2023

TITLE: **SPILL RESPONSE PLAN**

LOCATION: BIOSOLIDS

- c) Load biosolids into operable truck and trailer with loader and shovels.
- d) Follow any other instructions by local permitting agency or health officer.  
Transport spill material to the intended site or disposal site, if contaminated.
- e) Transport equipment used to intend site or wastewater treatment site to be washed and cleaned.



## EXHIBIT B

May 5, 2023

Mr. Lee Boyer  
Mission Springs Water District  
66575 2<sup>nd</sup> Street  
Desert Hot Springs, CA 92240  
Email: Lboyer@mswd.org  
Phone: (760) 275-2339

Re: Biosolids Hauling Proposal

Dear Mr. Lee Boyer:

We are pleased to provide you with the proposal below for your review and consideration.<sup>1</sup>

### **Option A – Landfill (Class B and Sub Class B Biosolids accepted)**

<b>Origin Facility</b>	<b>Destination</b>	<b>Trailer Type</b>	<b>RT Miles</b>	<b>Per Ton</b>
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	Salton City Landfill 935 W. Highway 86 Salton City, CA 92275	Belt Trailer	130	\$54.85

### **Option B – Beneficial Reuse Composting and Soil Extender (Class A and B biosolids accepted)**

<b>Origin Facility</b>	<b>Destination</b>	<b>Trailer Type</b>	<b>RT Miles</b>	<b>Per Ton</b>
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	Salton City Landfill 935 W. Highway 86 Salton City, CA 92275	Belt Trailer	130	\$59.50

### **Option C – Beneficial Reuse Compost (Class B biosolids accepted)**

<b>Origin Facility</b>	<b>Destination</b>	<b>Trailer Type</b>	<b>RT Miles</b>	<b>Per Ton</b>
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	Ecology Composting 59260 AZ-72 Salome, AZ	Belt Trailer	458	\$96.00

### **Option D – Beneficial Reuse Land application – Heinz Hettinga Farms, Dateland, AZ (Class B biosolids or better)**

<b>Origin Facility</b>	<b>Destination</b>	<b>Trailer Type</b>	<b>RT Miles</b>	<b>Per Ton</b>
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	Heinz Hettinga Farms Ave 67 Dateland, AZ	Belt Trailer	508	\$93.50

<sup>1</sup> Options that have Salton City Landfill as the destination location include the cost for certified scale tickets. All other Options' certified scale ticket costs will be passed through to Mission Springs Water District.

*Safety-First - It's better to lose one minute in life... than to lose life in a minute.*

Ecology Auto Parts Inc. 14150 Vine Place Cerritos CA 90703 Phone (562) 921-9974

PROPOSAL VALID FOR 30-DAYS



**Option E – Beneficial Reuse Land application – William Perry Farms, Tonopah, AZ (Class B biosolids or better)**

Origin Facility	Destination	Trailer Type	RT Miles	Per Ton
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	William Perry Farms Harquahaula Rd. Tonopah, AZ	Belt Trailer	526	\$99.00

**Option F – Landfill (Grit Material) To be hauled at minimum once per month**

Origin Facility	Destination	Trailer Type	RT Miles	Per Ton
Mission Springs Water District Park Ln/ Verbena Dr. (PLT) Desert Hot Springs, CA 92240	Salton City Landfill 935 W. Highway 86 Salton City, CA 92275	End Dump Trailer	130	\$81.10

Note: Mission Springs Water District is responsible for loading all trailers and supplying loader/ operator if needed.

All hauling rates shall be increased (not decreased) on the first anniversary date of the Agreement, and annually thereafter, by a percentage equal to 100% of the consumer price index as provided by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA Area (All Items), for the monthly index period two months prior to the anniversary date as compared to the same index twelve months prior.

Standby time: \$95.00 per hour after 60 minutes at Origin Facility and at Salton City LF.  
 Staged Trailer Fee: \$2,000.00 per month per trailer/ \$3,000 per month for yard goat trk  
 Load minimum: 23 tons  
 Fuel Surcharge  
 for diesel trucks: Rates include up to \$ 4.00 per gallon (diesel fuel base) based on California Department of Energy (DOE) per gallon weekly average. Rate only increases if fuel base is exceeded on DOE index ([Gasoline and Diesel Fuel Update - U.S. Energy Information Administration \(EIA\)](#)), fuel recovery is based per mile. Base fuel – DOE California average = Difference per gallon price (DPGP) DPGP divided by 5mpg = Fuel surcharge Price per mile (FSCPM), multiplied by miles round trip, calculated weekly (FSC006)

If you have any questions or if I can be of any assistance, please feel free to call me at (760) 623-6909. Looking forward to exceeding all expectations!

Sincerely,

*Bryan Cannon*

Bryan Cannon  
Ecology Auto Parts

*Safety-First - It's better to lose one minute in life... than to lose life in a minute.*

Ecology Auto Parts Inc. 14150 Vine Place Cerritos CA 90703 Phone (562) 921-9974

PROPOSAL VALID FOR 30-DAYS



**MSWD Financial Analysis for Contract Amount**

2023

	Total Wet tons	Number of Trailers	Option A-Landfill (class B and Sub Class B)				Option F-Grit/Screening-1 load/month @12 tons				Totals	
			Cost per ton	Hauling cost	Fuel Surcharge	Trailer/Trk rental	Cost per ton	Hauling cost	Fuel Surcharge	Trailer/Trk rental		
Apr	375	15	\$ 54.85	\$ 20,568.75	\$ 491.40	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 29,147.21	
May	475	19	\$ 54.85	\$ 26,053.75	\$ 622.44	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 34,763.25	
Jun	400	16	\$ 54.85	\$ 21,940.00	\$ 524.16	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 30,551.22	
Jul	375	15	\$ 54.85	\$ 20,568.75	\$ 491.40	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 29,147.21	
Aug	400	16	\$ 54.85	\$ 21,940.00	\$ 524.16	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 30,551.22	
Sep	400	16	\$ 54.85	\$ 21,940.00	\$ 524.16	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 30,551.22	
Oct	425	17	\$ 54.85	\$ 23,311.25	\$ 556.92	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 31,955.23	
Nov	400	16	\$ 54.85	\$ 21,940.00	\$ 524.16	\$ 5,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 30,551.22	
**Dec	400	16	\$ 54.85	\$ 21,940.00	\$ 524.16	\$ 10,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 35,551.22	
Jan	425	17	\$ 54.85	\$ 23,311.25	\$ 556.92	\$ 10,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 36,955.23	
Feb	450	18	\$ 54.85	\$ 24,682.50	\$ 589.68	\$ 10,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 38,359.24	
Mar	475	19	\$ 54.85	\$ 26,053.75	\$ 622.44	\$ 10,000.00	\$ 81.10	\$ 973.20	\$ 32.76	\$ 2,000.00	\$ 39,763.25	
				\$ 274,250.00	\$ 6,552.00	\$ 80,000.00	\$ 973.20	\$ 11,678.40	\$ 393.12	\$ 24,000.00	\$ 397,846.72	
<b>Estimated Landfill Totals</b>											plus 10% contingency	\$ 437,631.39
											Rounded	\$ 440,000.00

\*\* Includes extra trailer and yard goat for Wright Water Reclamation Facility going operational

# EXHIBIT C

## Term, Early Termination & Notice

### Hauling of Sub-Class “B” Bio-Solids, Grit and Screening Off-site

#### **A. Term of Agreement**

This professional services agreement shall be effective upon approval by the parties thereof and the Term shall run from June 1, 2023, to June 1, 2026. This contract also terminates and replaces any previous agreements between the Mission Springs Water District and Ecology Auto Parts, Inc. for Hauling of Sub-Class “B” Bio-Solids, Grit and Screening Off-site in force prior to the effective date of this agreement.

#### **B. Early Termination of Agreement**

This Agreement may be terminated at any time prior to its termination date or any renewal thereof by written notice of termination as follows:

- a. By Contractor to MSWD if Contractor can no longer lawfully perform the services required herein; provided however that Contractor shall provide to MSWD a copy of any notification, whether formal or not, of a legal, government, judicial, administrative or similar proceeding, action or enforcement, pending or threatened, that will impair Contractor’s ability to lawfully perform the services required herein,
- b. By either party in the event the defaulting party fails to cure a material breach of this Agreement within thirty (30) days of receipt of a written notice from the non-defaulting party of such material breach, or
- c. By MSWD upon ninety (90) days written notice to the Contractor if MSWD’s Board of Directors has made a binding determination that continuation of Agreement is not in the best interests of MSWD and its customers/users.

#### **C. Notice**

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and Ecology Auto Parts, Inc.

#### **OWNER**

Attn: Lee Boyer  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240

#### **CONSULTANT**

Attn: Aaron Siroonian  
Ecology Auto Parts, Inc.  
14150 Vine Place  
Cerritos, CA 90703

# AGENDA STAFF REPORT



**MEETING NAME:** REGULAR BOARD MEETING

**MEETING DATE(S):** MAY 15, 2023

**FROM:** BRIAN MACY – ASSISTANT GENERAL MANAGER

**FOR:** ACTION  DIRECTION  INFORMATION

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## CONTRACT AMENDMENT WITH AECOM TECHNICAL SERVICES, INC. FOR THE ENGINEERING SERVICES DURING CONSTRUCTION OF THE REGIONAL WATER RECLAMATION FACILITY PROJECT

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### STAFF RECOMMENDATION

Authorize the General Manager to execute a contract amendment with AECOM Technical Services, Inc. for additional engineering services during construction of the Regional Water Reclamation Facility Project in the amount of \$378,774.00, for a total contract amount not to exceed \$841,822.

### SUMMARY

During the current construction of the Regional Water Reclamation Facilities (RWRF) Project, having supportive technical engineering services are a vital component in delivering a successful capital improvement project and expanding the District's wastewater treatment capacity. AECOM Technical Services, Inc. is the Engineer of Record for the RWRF Project design. During the remainder of the construction phase, staff and the construction management team will need continued technical support from the Engineer of Record. In May 2022, the Board authorized a contract with AECOM for engineering services during construction which included five of their proposed nine tasks (i.e., Tasks 1 thru 5). This agenda item pertains to a requested amendment allowing AECOM to complete their remaining tasks (i.e., Tasks 6 thru 9) through the completion of construction, including but not limited to preparing a plant-wide operations and maintenance manual, assisting with operator training, coordinating startup and commissioning, project closeout, and related duties.

### ANALYSIS

Staff typically contracts with the Engineer of Record for engineering services during construction. Due to the large and complex nature of the RWRF, the services required are much greater in scope and reach. In addition, there are aspects of the design and plant operations that the Engineer of Record is required to evaluate and assist with to ensure the design intent is maintained through construction, plant startup, and operation.

### FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

The cost for all work authorized under this contract has been included within the overall RWRF project budget; specifically the State Water Board grant amount.

### ATTACHMENTS

Contract Amendment  
Original Proposal

**AMENDMENT TO  
Agreement for Professional Services  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240  
Telephone 760-329-6448 – FAX 760-329-2482**

TO: AECOM Technical Services, Inc.      DATE: \_\_\_\_\_  
999 Town and Country Road  
Orange, CA 92868

**FIRST AMENDMENT TO CONTRACT AGREEMENT**

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and AECOM Technical Services, Inc., parties to an agreement for **Engineering Services During Construction of the Regional Water Reclamation Facility Project** (the "Agreement"), dated May 26, 2022.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:  
  
**The Amendment will increase the not to exceed amount from \$463,048.00 to \$841,822.00.**
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

**Accepted:**  
\_\_\_\_\_  
Mission Springs Water District

**Consultant:**  
\_\_\_\_\_  
AECOM Technical Services, Inc.  
(Business Name)

By: \_\_\_\_\_  
Arden Wallum  
Title General Manager

By: \_\_\_\_\_  
Keith T. Campbell  
Title Vice President

Other authorized representative(s):  
  
\_\_\_\_\_  
Brian Macy  
Assistant General Manager  
  
\_\_\_\_\_  
Eric Weck  
Engineering Manager

Other authorized representative(s):  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## **MISSION SPRINGS WATER RECLAMATION FACILITY ENGINEERING SERVICES DURING CONSTRUCTION**

### **1.0 Project Management**

The Consultant shall manage professional services to complete the project. These services shall include preparation of invoices, progress reviews, and directing staff and internal resources in a manner such that project milestones and deliverables are met as scheduled.

#### **1.1 Project Progress Monitoring and Status Reports**

The Consultant shall monitor project progress and coordinate with the District:

1. Report project issues and general progress to the District monthly. This shall be achieved through a project status report that shall be submitted with each monthly invoice. The project status report shall be in narrative form and highlight the progress in each task or subtask(s) and any issues from the prior month and work effort planned for the coming month.
2. Coordinate technical and procedural issues with the District.
3. Oversee its own efforts, monitor progress and budget used, and direct project work in accordance with the project scope, schedule, and budget.

#### **1.2 Quality Management**

The Consultant shall manage the quality of the project deliverables throughout the development of the project.

### **2.0 Conferences and Meetings**

#### **2.1 Preconstruction Conference**

Consultant's design engineers shall attend and support pre-construction conference with the Construction Manager, the District, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

#### **2.2 Coordination Meetings**

Consultant design engineers and other pertinent staff will attend coordination meetings with the District and Construction Manager when/as needed. A total of 48 coordination meetings are assumed during the 24-month project.

#### **2.3 Monthly Progress Meetings**

Consultant design engineers and other pertinent staff will attend monthly progress meetings with the District, Construction Manager and Contractor. A total of 18 monthly progress meetings are assumed.

### **3.0 Submittals**

Consultant shall review Contractor submittals received from the CM. A total of 100 submittals and 20 resubmittals is assumed. After completion of the review, Consultant will return submittal to the CM for distribution to the Contractor and District. It is assumed that the CM will maintain a Submittal Log and

monitor submittal schedule. Consultant will maintain a submittal log to manage reviews internally.

#### **4.0 Requests for Information (RFIs)**

Review and respond to Contractor's Requests for Information (RFI). A total of 100 RFIs is assumed. When appropriate, recommendations, suggestions and alternatives shall be provided to the CM and/or the District. It is assumed that the CM will maintain an RFI Log and monitor schedule. Consultant will maintain an RFI log to manage responses internally.

#### **5.0 Construction Contract Changes**

Consultant will support CM in preparing and investigating proposed contract change requests submitted by the Contractor or requested by the District. This may require evaluation of the change request for value and constructability, and impact on design intent. This task may include revisions to existing drawings and development of new specifications. It is assumed that the CM will prepare all documentation and forms, maintain a PCM (Proposed Contract Modification) Log and prepare formal change order packages for the District. A total of 10 Contract Change Orders is assumed.

#### **6.0 Operation and Maintenance Manuals**

6.1 Review of Manufacturers Operations Manuals. Consultant will review manufacturers O&M manuals for completeness and consistency. O&M Manuals will be reviewed for specific applicability to equipment supplied for the project.

6.2 Prepare Plant-wide Operations and Maintenance Manual

Consultant will prepare a detailed operations and maintenance (O&M) manual for the new facility. The O&M manual is an essential part of a comprehensive start up program. It will provide information on unit process operations; equipment operation and maintenance; instrumentation and electrical controls; detailed start up procedures; plant shutdown and emergency procedures; safety requirements; chemical handling; unit process performance monitoring and laboratory testing procedures; and routine maintenance procedures. The O&M manual will also contain a compilation of equipment maintenance data sheets and information provided as part of the contractor's submittal during construction; schematic diagrams; and equipment maintenance identification numbers.

Specifically, the O&M manual will cover all the unit processes of the new facility, and how those processes integrate with the existing facilities. The manual will contain the following sections: (1) introduction; (2) process description; (3) start up; (4) normal operations; (5) emergency operations; (6) monitoring and analytical requirements; (7) troubleshooting guidelines; and (8) preventative maintenance. The manual will provide step by step instructions for the operation of each unit process. The manual will specify valve, equipment and instrument numbers in the operations descriptions.

Ten (10) copies of each draft manual will be submitted to the District for review. Corrections, changes and/or additions required by the District will be performed, and ten (10) copies of each final manual will be provided in hard cover, snap three ring binders.

#### **7.0 Operator Training**

Consultant will assist the District in operations staff training. Consultant shall review training materials and qualifications of training staff for each major vendor. Consultant shall certify that training is performed in compliance with the specifications.

## **8.0 Startup and Commissioning**

### **8.1 Review Startup and Testing Plan**

Consultant will review and comment on detailed testing and startup plans prepared by the Contractor. Consultant will meet with contractor to review and discuss the draft startup and testing plans. For fee estimating purposes, we have anticipated one full time startup and testing specialist for up to 4 weeks during startup and commissioning. An instrumentation specialist will attend factory tests and oversee field verification testing of plant-wide SCADA systems.

### **8.2 Preliminary Tasks**

As part of initial start-up activities, Consultant will conduct a thorough systems checkout, including troubleshooting of equipment and instrumentation throughout the treatment system. This checkout will identify any deficiencies that require correction or adjustments that should be made to ensure an efficient start up.

### **8.3 Commissioning**

The Consultant will assist the District in the testing and start-up of the completed facilities by providing on-site advice and troubleshooting, as required. Maintain records indicating problems encountered and system changes. Recommend project acceptance upon completion of the commissioning period in accordance with the contract documents.

## **9.0 Project Closeout**

### **9.1 Closeout Documentation**

Consultant will provide copies of construction-related documents (memoranda, phone conversation records, calculations) required for project files, delivered to the CM and District.

### **9.2 Certification of Compliance**

Consultant will provide certification that the completed project is in substantial conformance to the engineering design and design intent.

### **9.3 Record Drawings**

CM will maintain a set of as-built drawings during construction and will review the contractor's as-built drawings periodically to verify that changes are being documented. CM will collect as-built drawings from the contractor at contract close-out and submit to the Consultant for processing. Drawings will be updated in CADD, stamped and dated as Record Drawings, and signed by an authorized AECOM engineer.

**MSWD - Regional Water Reclamation Facility  
Engineering Services During Construction (ESDC)**

Task No.	Task Description	AECOM Labor Hours												Total Hours - AECOM	Total Labor - AECOM	Other Direct Costs	Total AECOM	Subcontract SOMAM - Architect	Administrative Fee 5%	TOTAL
		Project Manager IV	Project Manager IV	Project Manager III	Engineer VI	Engineer VI	Engineer IV	Engineer VI	Engineer IV	Engineer II	Senior Designer	Designer/CADD Operator	Clerical							
		Cooper	Randall	Kuang	Ubario	Raithatha	Trang	LaFrance	Shanthikumar	Mejia	Ghilarducci	DeKane								
	Hourly Billing Rate	\$ 287	\$ 287	\$ 253	\$ 175	\$ 191	\$ 157	\$ 191	\$ 157	\$ 129	\$ 180	\$ 121	\$ 117							
<b>Task 1 - Project Management</b>																				
1.1	Progress Monitoring and Reporting	80	0							40			40	160	\$ 32,800	\$ 5,000	\$ 37,800	\$ -	\$ 250	\$ 38,050
1.2	Quality Management	40	40	40									40	160	\$ 37,760		\$ 37,760	\$ -	\$ -	\$ 37,760
<b>Task 1 - Subtotal</b>		<b>120</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>320</b>	<b>\$ 70,560</b>	<b>\$ 5,000</b>	<b>\$ 75,560</b>	<b>\$ -</b>	<b>\$ 250.00</b>	<b>\$ 75,810</b>
<b>Task 2 - Conferences and Meetings</b>																				
2.1	Preconstruction Meeting	8												8	\$ 2,296		\$ 2,296	\$ -	\$ -	\$ 2,296
2.2	Coordination Meetings (48)	60	40	24				24	24	60				232	\$ 50,864		\$ 50,864	\$ -	\$ -	\$ 50,864
2.3	Monthly Progress Meetings (18)	40	24	0					24	40				128	\$ 27,296		\$ 27,296	\$ -	\$ -	\$ 27,296
<b>Task 2 - Subtotal</b>		<b>108</b>	<b>64</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>48</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>368</b>	<b>\$ 80,456</b>	<b>\$ -</b>	<b>\$ 80,456</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80,456</b>
<b>Task 3 - Submittals</b>																				
3.1	Submittal Review (100)	32	24	24	80	60	60	24	40	60		32		436	\$ 79,500		\$ 79,500	\$ 20,000	\$ 1,000	\$ 100,500
<b>Task 3 - Subtotal</b>		<b>32</b>	<b>24</b>	<b>24</b>	<b>80</b>	<b>60</b>	<b>60</b>	<b>24</b>	<b>40</b>	<b>60</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>436</b>	<b>\$ 79,500</b>	<b>\$ -</b>	<b>\$ 79,500</b>	<b>\$ 20,000</b>	<b>\$ 1,000</b>	<b>\$ 100,500</b>
<b>Task 4 - Requests for Information</b>																				
4.1	Requests for Information (100)	32	24	24	80	40	60	40	60	80				440	\$ 80,584		\$ 80,584	\$ 5,000	\$ 250	\$ 85,834
<b>Task 4 - Subtotal</b>		<b>32</b>	<b>24</b>	<b>24</b>	<b>80</b>	<b>40</b>	<b>60</b>	<b>40</b>	<b>60</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>440</b>	<b>\$ 80,584</b>	<b>\$ -</b>	<b>\$ 80,584</b>	<b>\$ 5,000</b>	<b>\$ 250</b>	<b>\$ 85,834</b>
<b>Task 5 - Construction Contract Changes</b>																				
5.1	Construction Contract Changes (10)	24	24	24	32	40	120	80	120	80	80	80		704	\$ 120,448		\$ 120,448	\$ -	\$ -	\$ 120,448
<b>Task 5 - Subtotal</b>		<b>24</b>	<b>24</b>	<b>24</b>	<b>32</b>	<b>40</b>	<b>120</b>	<b>80</b>	<b>120</b>	<b>80</b>	<b>80</b>	<b>80</b>	<b>0</b>	<b>704</b>	<b>\$ 120,448</b>	<b>\$ -</b>	<b>\$ 120,448</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 120,448</b>
<b>Task 6 - Operation and Maintenance Manuals</b>																				
6.1	Review of Manufacturers Operations Manuals	4	4		16	16			24	40				104	\$ 17,080		\$ 17,080	\$ -	\$ -	\$ 17,080
6.2	Plant-wide Operations and Maintenance Manual	32	16		40	60		24	120	140	24	24	80	560	\$ 90,304		\$ 90,304	\$ -	\$ -	\$ 90,304
<b>Task 6 - Subtotal</b>		<b>36</b>	<b>20</b>	<b>0</b>	<b>56</b>	<b>76</b>	<b>0</b>	<b>24</b>	<b>144</b>	<b>180</b>	<b>24</b>	<b>24</b>	<b>80</b>	<b>664</b>	<b>\$ 107,384</b>	<b>\$ -</b>	<b>\$ 107,384</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 107,384</b>
<b>Task 7 - Operator Training</b>																				
7.1	Operator Training	16	16		60				40	40				172	\$ 32,084	\$ 1,000	\$ 33,084	\$ -	\$ 50	\$ 33,134
<b>Task 7 - Subtotal</b>		<b>16</b>	<b>16</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>172</b>	<b>\$ 32,084</b>	<b>\$ 1,000</b>	<b>\$ 33,084</b>	<b>\$ -</b>	<b>\$ 50</b>	<b>\$ 33,134</b>
<b>Task 8 - Startup and Commissioning</b>																				
8.1	Review Startup and Testing Plan	8	8		8	8			40	24				96	\$ 16,896		\$ 16,896	\$ -	\$ -	\$ 16,896
8.2	Preliminary Tasks	8	8		16	40			16	24				112	\$ 20,640		\$ 20,640	\$ -	\$ -	\$ 20,640
8.3	Commissioning	16	24		80	120			32	80	8			360	\$ 65,184	\$ 10,000	\$ 75,184	\$ -	\$ 500	\$ 75,684
<b>Task 8 - Subtotal</b>		<b>32</b>	<b>40</b>	<b>0</b>	<b>104</b>	<b>168</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>128</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>568</b>	<b>\$ 102,720</b>	<b>\$ 10,000</b>	<b>\$ 112,720</b>	<b>\$ -</b>	<b>\$ 500</b>	<b>\$ 113,220</b>
<b>Task 9 - Project Closeout</b>																				
9.1	Closeout Documentation	16	16	8	24	24		16	24	40				168	\$ 31,976		\$ 31,976	\$ -	\$ -	\$ 31,976
9.2	Certification of Compliance	8	8	8		8								32	\$ 8,144		\$ 8,144	\$ -	\$ -	\$ 8,144
9.3	Record Drawings	8	8	8	40	24	160		40	24	40	120		472	\$ 74,416	\$ 5,000	\$ 79,416	\$ 5,000	\$ 500	\$ 84,916
<b>Task 9 - Subtotal</b>		<b>32</b>	<b>32</b>	<b>24</b>	<b>64</b>	<b>56</b>	<b>160</b>	<b>16</b>	<b>64</b>	<b>64</b>	<b>40</b>	<b>120</b>	<b>0</b>	<b>672</b>	<b>\$ 114,536</b>	<b>\$ 5,000</b>	<b>\$ 119,536</b>	<b>\$ 5,000</b>	<b>\$ 500</b>	<b>\$ 125,036</b>
<b>TOTAL Hours</b>		<b>432</b>	<b>284</b>	<b>160</b>	<b>416</b>	<b>500</b>	<b>400</b>	<b>208</b>	<b>604</b>	<b>772</b>	<b>152</b>	<b>256</b>	<b>160</b>	<b>4,344</b>	<b>\$ 788,272</b>	<b>\$ 21,000</b>	<b>\$ 809,272</b>	<b>\$ 30,000</b>	<b>\$ 2,550</b>	<b>\$ 841,822</b>



**AECOM**  
**2022 RATE SCHEDULE FOR PROFESSIONAL SERVICES**  
**Effective October 1, 2021**

**Engineers, Planners, Architects, Scientists:**

Technician	\$ 96.00
Engineer I/ Specialist I	\$ 111.00
Engineer II/ Specialist II	\$ 129.00
Engineer III/ Specialist III	\$ 146.00
Engineer IV	\$ 157.00
Engineer V	\$ 175.00
Engineer VI	\$ 191.00
Engineer VII	\$ 209.00
Engineer VIII	\$ 225.00
Project Manager I/ Senior Engineer I	\$ 235.00
Project Manager II/ Senior Engineer II	\$ 253.00
Project Manager III/ Senior Engineer III	\$ 266.00
Project Manager IV/ Senior Engineer IV	\$ 287.00

**Construction Administration Personnel:**

Resident Project Representative	\$ 156.00
Senior Resident Project Representative	\$ 182.00
Resident Engineer	\$ 223.00
Construction Services Manager	\$ 282.00

**Technical Support Staff:**

Clerical/ General Office	\$ 96.00
Administrative Specialist	\$ 117.00
Drafter/ CADD Technician	\$ 99.00
Assistant CADD Operator	\$ 121.00
Designer/ CADD Operator	\$ 138.00
Senior Designer/ Design CADD Operator	\$ 159.00
Design/ CADD Supervisor	\$ 180.00

**Direct Project Expenses**

Subcontracted or Subconsultant Services / Reproduction Cost + 5%

*Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to work on a task order.*

2022 AECOM FEES (Eff 10-1-21).docx

# AGENDA STAFF REPORT



**MEETING NAME:** REGULAR BOARD MEETING

**MEETING DATE(S):** MAY 15, 2023

**FROM:** BRIAN MACY – ASSISTANT GENERAL MANAGER

**FOR:** ACTION  DIRECTION  INFORMATION

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## PURCHASE THREE PORTABLE GENERATORS FOR EMERGENCY OPERATIONS

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### STAFF RECOMMENDATION

Authorize the General Manager to purchase three portable generators (2-275 kw and 1-200 kw) from Cummins for \$530,000 which includes transportation, delivery, training, cables, and other associated costs.

### SUMMARY

The District operates several critical facilities that currently do not have permanent standby power that would provide power in the event of an outage. Maintaining power to each of these facilities is critical to both providing water for our customers and maintaining our SCADA communications throughout the District's network. The District wishes to maintain the operation and integrity of its water system during times of natural disaster, inclement weather, and other situations where electrical service is compromised.

Since late 2018, Operations staff has been conducting an internal review of the department's operational standards, procedures, maintenance practices and more importantly system/equipment inadequacies. In early 2019, staff completed the District's Emergency Response Plan. In 2021, staff completed the District's Vulnerability Assessment which further evaluated the District's water operations and led to the Operations Assessment – Permanent and Portable Generators memorandum, dated December 8, 2021 (see Attachment 1), which provided recommendations of both permanent and portable generators.

As the development of Well 42 has been delayed due to pump and electrical manufacturing issues, Well 24 continues to be a critical pumping connection to both the 1240 and 1400 pressure zones. Well 24 with a 600 hp motor will require 2-275 kW generators at startup, therefore, District staff is recommending the purchase of 2-275 kW and 1-200 kw portable generators.

### ANALYSIS

As required by the District's Procurement Policy, Staff contacted four (4) generator suppliers for information and quotes. Caterpillar, Cummins, JCB, and Power Plus provided information on generator power output (to sustain our critical operations in the event of a power outage), fuel efficiency, durability, maintenance costs, and ability to meet current and known future AQMD requirements for MSWD consideration. After a thorough evaluation, Staff is recommending the purchase of Cummins generators (see Attachment 2).

### FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

All costs for this purchase are budgeted in capital job number 11717 and were approved as part of the FY2022/23 budget. Currently, capital job number 11717 has approximately \$537,000 of the necessary \$530,000 to complete this purchase.

### ATTACHMENTS

Attachment 1: Operations Assessment – Permanent and Portable Generators

Attachment 2: Portable Generator Purchase Memo to Director of Finance and Accounting (with quotes)



Date: December 08, 2021  
To: Brian Macy, Assistant General Manager  
From: Bassam Alzamar, Field Operations Manager  
Through: Danny Friend, Director of Operations  
**SUBJECT: OPERATIONS ASSESSMENT –  
PERMANENT AND PORTABLE GENERATORS**

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The District operates several critical facilities that currently do not have permanent standby power installed that would provide power in the event of an outage. Maintaining power to each of these facilities is critical to both providing water for our customers and maintaining our SCADA communications throughout the District's network. The District wishes to maintain the operation and integrity of its water system during times of natural disaster and inclement weather.

Since late 2018, Operations staff has been conducting an internal review of the department's operational standards, procedures, maintenance practices and more importantly system/equipment inadequacies. In early 2019, staff completed the District's Emergency Response Plan (ERP) and most recently in 2021, completed the District's Vulnerability Assessment (VA) which evaluated the District's water operations and came up with recommendations for MSWD based on the findings. In the findings, the VA made comments to backup generation and having adequate backup power. This item is something staff has been working on and brought to the Board of Directors for approval in the 2020 and 2021 budget adoptions.

In 2020, staff began analyzing the water system and evaluated key wells and booster that would be needed in the event of a system wide power outage. Wells 27/31, 32, and 37 were deemed to be key facilities for permanent generators which would allow water to be pumped into the District's largest zones 913, 1070, and 1240. Staff also evaluated the Annadale 1400 zone which is served by well 24 and the future well 42 which is currently under construction. The determination to bring in a permanent generator to either well 24 or 42 was put on hold until the completion of well 42 which is slated for mid-2022. Keynote, staff has the operations flexibility to move water into the 1400 zone by way of boosters five and six at Terrace Reservoir in the case of an emergency or on a as needed basis.

Well 27 currently feeds Valley View reservoir within the 1070 which then boosts water via two 75 HP pumps (lead/lag) to Overhill Reservoir which is in the Overhill 1400 zone. With a permanent generator located at Well 27, Operations can move water with the assistance of a portable generator at Valley View and Overhill and feed the 1400 and 1530 zones as needed.

- Permanent Generator for Wells 27/31, 1 – 600Kw gensets
- Portable Generator for 1070 and 1400, 1 – 150Kw gensets

Located at the same site as Well 27, Well 31 feeds Two Bunch Reservoirs which feeds the 1070 zone as well. Two Bunch Reservoirs then boosts water via two 75 HP pumps (Lead/Lag) to Terrace Reservoir 1240 zone which in turn boosts water to 1400 High Desert View zone by use of booster five and six (60 HP pumps). Both boosters five and six can be configured and ran to simultaneously to feed both 1400 Annandale and High Desert View zones as needed. Boosters 1 – 4 at Terrace Reservoir boost water to the 1530 High Northridge zone via use of two 50 HP and two 75 HP pumps of which typical operations is running two boosters at one time. Keynote, boosters 1-4 and 5 and 6 are operated by two separate electrical panels which are serviced by two separate Edison service drops. As noted above, with a permanent generator located at Wells 27/31, Operations has the flexibility to move water with the assistance of portable generators at the smaller booster sites and keep the 1400 and 1530 under pressure during an outage.

- Permanent Generator for Wells 27/31, 1 – 600Kw gensets
- Portable Generator for 1400 and 1530 zones, 1 – 275Kw genset and 1- 150Kw genset

Well 37 is also a well that provides water to the 1240 zone and Terrace Reservoirs. As noted above, Terrace Reservoirs boost water to the 1400 and 1530 zone while keeping the 1240 zone pressurized with the use of 6 booster pumps.

- Permanent Generator for Well 37, 1 – 450Kw genset

Well 32 currently feeds Little Morongo Reservoir which floats the 913 zone and boosts water to the 1070 zone via boosters 1 and 3, both 75 HP pumps. This site is proposed to get a 450KW permanent generator that will power the well and boosters.

- Permanent Generator for Well 32, 1 – 450Kw genset

Furthermore, Operations is looking to purchase an additional 200Kw genset to be utilize at locations like Low Northridge Reservoir which provides water to the 1630 zone (Vista Reservoir), Low Desert View boosters which supplies water to Redbud Reservoir, Redbud boosters also boosts water to Highland Reservoir, and to MSWD's two separate public water systems in the ID-E area as needed. Also, Operations has an approved capital budget item for a portable transfer pump which will allow staff to pump water between zones as needed during emergencies. Example of this would be the ability to set up a pump between the 1400 Annandale zone and the 1530 Mission Lakes Zone which has been done in the past by use of a portable transfer pump set up in front of Well 28.

Attached hereon is a digitized map that shows the breakdowns as described above. You will see that based on the scenario above and the map provided, Operations has set up the department to be able to move water across the systems with ease based on the design of the permanent and portable generators setups.

**PROPOSED PORTABLE GENERATOR SIZES, QUANTITIES AND ESTIMATED COSTS.**

<b>Size of Generator (kW)</b>	<b>Quantity</b>	<b>Estimated Cost</b>
275	1	\$ 134,000.00
200	1	\$ 103,000.00
150	2	\$ 174,000.00
<b>Total Quantity Prop.</b>	<b>4</b>	
<b>Total Estimated Cost</b>		<b>\$ 411,000.00</b>
<b>Budgeted Amount</b>		<b>\$ 573,375.00</b>

**PROPOSED PERMANENT GENERATOR LOCATIONS, SIZES, ZONES FEED AND ESTIMATED COSTS.**

<b>Proposed Facility</b>	<b>Size of Generator (kW)</b>	<b>Proposed Zones Feed</b>	<b>Estimated Cost (Budgeted)</b>
Well 27/31	600	1070, 1240, 1400, 1530	\$ 411,002.00
Well 32	450	913, 1070	\$ 300,331.00
Well 37	450	1240, 1400, 1530	\$ 300,331.00
<b>Estimated Total Cost</b>			<b>\$ 1,011,664.00</b>



## MEMORANDUM

**To:** Arturo Ceja, Director of Finance and Accounting  
**From:** Brian Macy & Jeff Nutter  
**Date:** February 14<sup>th</sup>, 2023  
**Subject:** Portable Generator Purchase

The Construction and Maintenance Department (C&M) is requesting the purchase of three (3) new portable Cummins generators for \$501,000. The current MSWD generators range in age from 25 to 30 years old, are no longer reliable, and do not meet the stringent South Coast Air Quality Mitigation District (AQMD) requirements.

Based on the findings of an Operations Assessment - Permanent and Portable Generators memorandum dated December 8, 2021, C&M researched various generation options and identified four suitable brands: Caterpillar, Cummins, JCB, and Power Plus. We evaluated the generators based on several criteria including: power output (to sustain our critical operations in the event of a power outage), fuel efficiency, durability, maintenance costs, ability to meet current and known future AQMD requirements, and cost. Below are the models which met the needs of the District and their costs.

Manufacturer	Model	kW	Voltage	Quoted Price	Price/kW
Caterpillar	CAT XQ230	200kW	240/480	\$152,200	\$766.50
Cummins	C275D2RE	275kW	240/480	\$166,600	\$606.00
JCB	HRJW325	260kW	240/480	\$156,500	\$602.00
Power Plus	QAS200	200kW	277/480	\$153,700	\$768.50
Power Plus	QAS300	300kW	240/480	\$197,200	\$657.00

As the costs between Cummins and JCB are so similar, we then took into further consideration the brand's reputation, customer feedback, and warranties. Based on our research, Cummins has a strong reputation for producing durable, high-quality portable generators. Additionally, customer reviews of Cummins generators have been overwhelmingly positive, with many users praising the brand's excellent performance, ease of use, and reliability. Consequently, Cummins has been selected for the new Regional Wastewater Reclamation Facility. Therefore, after careful consideration and evaluation of multiple options, we concluded that Cummins generators offers MSWD the best value and reliability for our needs.

We propose that the \$501,000 be allocated from capital job number 11717 which has a balance of \$537,375.00.

Attachments: Supplier quotes



# QUOTATION

**Caterpillar Quote**

NO. 230076 V Item No.

3500 Shepherd Street, City of Industry, California 90601  
 Box 226789, Los Angeles, California 90022-0744  
 (562) 463-6000 Fax: (562) 463-7156

Date: **February 2, 2023**

Page: **1 of 4**

To: Contact: **Jeff Nutter**  
 Company: **Mission Springs Water District**  
 Address: **66575 2<sup>nd</sup> St**  
 City, Zip: **Desert Hot Springs, 92240**  
 Phone: **760-404-7804** Email: **jnutter@mswd.org**

Terms: **Net 30, see T&C's**  
 F.O.B. **Jobsite, unloading by others**  
 Sales Rep.: **Art Jimenez**  
 Contact #: **951-250-5104**  
 Email: **Art.Jimenez@quinnpower.com**

**Project Name: Mission Springs Water District – XQ230 Fleet Generator**

Qty:	Description	List Price	Discount Price
2	New Caterpillar, Model XQ230 Diesel Towable Prime Power Generator Set. Rated 182kW Prime Power / 200kW Standby, with fan, 60Hz, 3Ph, Multi Voltage Configuration at 1800 RPM. EPA TIER-4 Final Emissions Standards.	\$ 197,757.00	\$ 152,272.89 X2 \$ 304,545.78
	<b>Sourcewell Product Discount is 23% (- \$ 45,484.11) off List Price.</b>		
2	Inbound/ Outbound Freight (No Discount)	\$ 6,585.00	\$ 6,585.00 X2 \$ 13,170.00
<p><b>"Buyer has to put "Sourcewell Contract #120617-Cat" on the Purchase Order"</b></p> <p><i>Optional adders listed below.</i></p> <p>Startup Lev 1/ Using Site Loads (No Discount) = \$ 1600 X 2 = \$3,200.00</p> <p><b>Includes standard features as listed in product data sheet and additional accessories as listed herein...</b></p>			
<p>SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. <b>Quotation is good for 30 days from quote date above, expires after that duration.</b></p>		<p><b>Total Price (SALES TAX NOT INCLUDED):</b></p>	<p><b>\$ 317,715.78</b></p>



# QUOTATION

**Caterpillar Quote**  
NO. 230076 V

3500 Shepherd Street, City of Industry, California 90601  
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(562) 463-6000 Fax: (562) 463-7156

Date: **February 2, 2023**

Page: **2 of 4**

### Clarifications:

CARB / PERP Permit and DMV Registration is not included.

Startup by QPS is not included.

### Accessories and/or modifications

Initial fill of coolant and lube oil  
(1 set) Operation & Maintenance manuals (electronic copy) \* **(additional sets, at additional cost)**  
Factory standard warranty - 1 years from startup service

### QPS field work

Delivery to jobsite (**offload/crane service by others**)  
\*\* See adder price below for a separate training session\*\*

### Not included

Sales tax  
Air, building or construct permits  
Offloading/crane service of equipment off delivery truck  
Diesel fuel, initial fill or for testing

### Availability:

**Submittals:** Estimated (6 - 8 Weeks) on receipt and approval of purchase order. (1 electronic copy)  
**Equipment:** Estimated ( 75+ Weeks) Based on current factory inventory. Lead time availability subject to change.  
**Modifications:** Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.  
**Not included:** Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.  
\*\* **Equipment prices and lead times are subject to change without notice.**\*\*

## EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

## TERMS AND CONDITIONS

### 1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

### 2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

### 3. Shipments.





# QUOTATION

**Caterpillar Quote**  
NO. 230076 V

3500 Shepherd Street, City of Industry, California 90601  
Box 226789, Los Angeles, California 90022-0744  
(562) 463-6000 Fax: (562) 463-7156

Date: **February 2, 2023**

Page: **3 of 4**

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

#### 4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

#### 5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

#### 6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

#### 7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

#### 8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

#### 9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, Seller disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

#### 10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

#### 11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

#### 12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

#### 13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

#### 14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

#### 15. Cost additives.

##### A: Unit Cost

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

##### B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection therewith that are not paid when due.

##### C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

#### 16. Lead Times.

Lead times are based on manufacturer's estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufacturer's unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

#### 17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

#### 18. Attorneys' Fees and Costs.

# QUOTATION

3500 Shepherd Street, City of Industry, California 90601  
Box 226789, Los Angeles, California 90022-0744  
(562) 463-6000 Fax: (562) 463-7156

Date: February 2, 2023

Page: 4 of 4

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

**19. Additional Conditions.**

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

**ACCEPTED BY:**

By: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

**SUBMITTED BY:**

By: Art Jimenez

Quinn Power Systems

Phone: 951-250-5104



January 11, 2023

To

Prepared by

Richard Antunez  
 (909) 936-0024  
 richard.antunez@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty	Extended Price
1	C100D2RE, Diesel Genset, 50/60Hz, 100kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C100D2RE, Diesel Genset, 50/60 Hz, 100kW, Standby-Rental Duty Rating - Prime Power (PRP) Emissions - Compliance EPA Tier 4 Final Certified Voltage 208 - 480 Variable Alternator - 60Hz, 208/416 - 240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch - 3 inch UN31A Certified Fuel Tank Generator Set Control - PowerCommand 3.3, Paralleling with MLD Distribution Panel - Rental Bus Bar Connection Paralleling - Isolated Bus, Automatic Coolant Heater Packaging - Cummins Power Generation Genset Warranty - Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger - Rental Engine Coolant - 60% Antifreeze, 40% Water Mixture Quick Fit Kit Harness, Paralleling Auxiliary DEF Connections	1	\$ 90,360.30
2	C150D2RE, Diesel Genset, 50/60Hz, 150kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C150D2RE, Diesel Genset, 50/60 Hz, 150kW, Standby-Rental Duty Rating-Prime Power (PRP) Emissions-Compliance EPA Tier 4 Final Certified Voltage 208-480 Variable Alternator-60Hz, 208/416-240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch-3 inch UN31A Certified Fuel Tank Generator Set Control-PowerCommand 3.3, Paralleling with MLD Distribution Panel-Rental Bus Bar Connection Packaging-Cummins Power Generation Genset Warranty-Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger-Rental Engine Coolant-60% Antifreeze, 40% Water mixture Cam Lock Distribution Panel-U.S. Rental Quick Fit Kit Harness, Paralleling Auxiliary DEF Connections	1	\$ 108,052.20
3	C200D2RE, Diesel Genset, 50/60Hz, 200kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C200D2RE, Diesel Genset, 50/60 Hz, 200kW, Standby-Rental Duty Rating-Prime Power (PRP) Emissions-Compliance EPA Tier 4 Final Certified Voltage 208-480 Variable Alternator-60Hz, 208/416-240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch-3 inch UN31A Certified Fuel Tank Generator Set Control-PowerCommand 3.3, Paralleling with MLD Distribution Panel-Rental Bus Bar Connection Packaging-Cummins Power Generation Genset Warranty-Industrial Mobile Base, Prime 3 Years/3000 hours	2	\$ 255,572.74



Item	Description	Qty	Extended Price
	Battery Charger-Rental Engine Coolant-60% Antifreeze, 40% Water Mixture Cam Lock Distribution Panel-U.S. Rental Quick Fit Kit Harness, Paralleling Auxiliary DEF Connections		
4	C275D2RE, Diesel Genset, 50/60Hz, 275kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C275D2RE, Diesel Genset, 50/60 Hz, 275kW, Standby-Rental Duty Rating-Prime Power (PRP) Emissions-Compliance EPA Tier 4 Final Certified Voltage 208-480 Variable Alternator-60Hz, 208/416-240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch-3 inch UN31A Certified Fuel Tank Generator Set Control-PowerCommand 3.3, Paralleling with MLD Distribution Panel-Rental Bus Bar Connection Packaging-Cummins Power Generation Genset Warranty-Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger-Rental Engine Coolant-60% Antifreeze, 40% Water mixture Quick Fit Kit Harness, Paralleling Auxiliary DEF Connections	1	\$ 166,603.76

**TOTAL: \$ 620,589.00**

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

This quote was based on verbal requests and this package may or may not fit the owner's application. However, if unforeseen design changes are required, please notify us right away.

- Offloading, Installation, Permits, Fuel, and Fuel for testing, NETA & 3rd party testing are to be provided by others.

- Startup and or Product training will be priced separately based on location and project specific requirements if needed.

- Any initial onsite emission testing that may be needed is not included in the above pricing.

- Pricing for this equipment is per Cummins Sourcewell contract #120617

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Richard Antunez, Outside Sales Representative  
[richard.antunez@cummins.com](mailto:richard.antunez@cummins.com)  
 (909) 936-0024

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION,

Quotation: Q-59642-20230111-0717



CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Purchase Order No \_\_\_\_\_

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## **TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

### **SCOPE**

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

### **SHIPPING; DELIVERY; DELAYS**

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

**AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

### **PAYMENT TERMS; CREDIT; RETAINAGE**

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

### **TAXES; EXEMPTIONS**

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

### **TITLE; RISK OF LOSS**

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

### **INSPECTION AND ACCEPTANCE**

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

### **LIEN; SECURITY AGREEMENT**

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1, provided that it shall not or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

### **CANCELLATION; CHARGES**

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

### **MANUALS**

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

### **TRAINING; START UP SERVICES; INSTALLATION**

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stubs-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

### **MANUFACTURER'S WARRANTY**

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.



**WARRANTY PROCEDURE**

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES** THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**INDEMNITY**

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**DEFAULT; REMEDIES**

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**CUSTOMER REPRESENTATIONS; RELIANCE**

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written make no warranties or representations respecting the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**CONFIDENTIALITY**

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**GOVERNING LAW AND JURISDICTION**

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**INSURANCE**

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**ASSIGNMENT**

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**INTELLECTUAL PROPERTY**

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

**PRICING**

To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

**MISCELLANEOUS**



Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

**COMPLIANCE**

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

Check if this Agreement pertains to government work or facilities



**Jeff Nutter**

---

**From:** John Farrell <john.farrell@globalpwr.com>  
**Sent:** Wednesday, February 1, 2023 7:49 AM  
**To:** Jeff Nutter  
**Subject:** Re: Hipower 260 kW HRJW 325 T4F

Yes

John Farrell  
Vertical Sales Manager  
Global Power Supply  
Cell: 949-331-8073  
John.farrell@globalpwr.com

Sent from my T-Mobile 5G Device  
Get [Outlook for Android](#)

---

**From:** Jeff Nutter <JNutter@mswd.org>  
**Sent:** Wednesday, February 1, 2023 6:44:37 AM  
**To:** John Farrell <john.farrell@globalpwr.com>  
**Subject:** RE: Hipower 260 kW HRJW 325 T4F

Morning John,

The pricing below is that source well pricing ?

Thanks,

**Jeff Nutter**  
**Field Operations Superintendent**  
**Mission Springs Water District**

66575 Second Street

Desert Hot Springs, CA 92240

Office (760)329-6448 ext.171

Mobile 760-4047804

[jnutter@mswd.org](mailto:jnutter@mswd.org)

[www.mswd.org](http://www.mswd.org)

"Do what's right, not what's easy"



**From:** John Farrell <john.farrell@globalpwr.com>  
**Sent:** Tuesday, January 24, 2023 8:59 AM  
**To:** Jeff Nutter <JNutter@mswd.org>  
**Subject:** Hipower 260 kW HRJW 325 T4F

This is what we have in stcok near your 200kw requirment

SKU: 8313, 7817, and 7637

Hipower 260 kW HRJW 325 T4F

Price: \$156,500.00

NEW-in stock

<https://www.globalpwr.com/products-page/diesel-generators/hipower-260-kw-hrjw-325-t4f-7/>

John Farrell  
Vertical Sales Manager

Global Power Supply  
Cell (949) 331-8073  
Direct (805) 724-0695  
Main (800) 706-0906  
Email john.farrell@globalpwr.com



5500 E. La Palma Ave  
Anaheim, CA 92807  
Phone: 888.970.0007  
Fax: 800.784.8318  
[www.powerplus.com](http://www.powerplus.com)

January 13, 2023

Mission Springs Water District  
66575 2<sup>nd</sup> Street  
Desert Hot Springs

Sourcewell ID #155101

Requested By: Andrew Clapp of On Power Industries

RE: Portable Generator Sourcewell Pricing

Quote #: 2651

Good day Andrew,

We are pleased to provide you with a pricing for 3 portable generator sizes. I would like to arrange a time when we can review this quotation together and fully explain the benefits and entitlements that come with a Power Plus solution. As you read through the quotation, we ask that you review the applicable scopes of work and verify that we have adequately addressed your requirements.

As an integrator of critical power service we feel it is important for you to understand what the capabilities of your selected service provider are.

At Power Plus we provide:

- National turnkey generator installations
- Consulting services
- Conceptual design, engineering and permitting
- End of life analysis program
- Strategically located parts depots and regional offices throughout the U.S.
- 7/24/365 National Operations Center for rapid emergency response

We believe as you evaluate our proposal you will find that we can support your critical power needs with an integrated service offering unmatched in the industry. I welcome any questions or clarifications you may have regarding this proposal or any additional products or services we can offer you. Thank you for your time and consideration.

Regards,

*Chris Riggs*

Chris Riggs  
Business Development  
C: 951.496.6187  
[criggs@powerplus.com](mailto:criggs@powerplus.com)



5500 E. La Palma Ave  
 Anaheim, CA 92807  
 Phone: 888.970.0007  
 Fax: 800.784.8318  
[www.powerplus.com](http://www.powerplus.com)

**Equipment Description: *Sourcewell pricing***

Quantity	Model	Unit Price
1	QAS 200	\$153,692.43
1	Paralleling Module	\$17,123.43
1	Predeliver inspection	\$465.00
1	QAS 300	\$197,242.50
1	Paralleling Module	\$17,903.43
1	Predeliver inspection	\$465.00
1	QAS 410	\$255,937.50
1	Paralleling Module	Included
1	Predeliver inspection	\$465.00
1	Onsite training ( all three units)	\$1,240.00
<b>Equipment total</b>		<b>\$644,534.29</b>

Cost not in equipment total:

Estimated Sales tax @ 8.75%      \$56,166.19  
 Estimated Freight                      \$9,487.50

**Pricing as of 2/1/2023 will incur a 5% price increase on all orders received after this date.**

**Notes:**

1. All pricing is in United States Dollars.
2. No Carb registration included in this bid
3. No state DMV registration included in this bid
4. Offloading if required by other
5. Current estimated factory lead time is 25-30 weeks
6. Manufacturers standard warranty included
7. Preventative maintenance contract for generators are not included in this bid if required will incur additional cost.

**All labor costs will be billed with NET 30 terms. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.**

**Quotation firm for 30 Day(s)**

**TERMS AND CONDITIONS OF PURCHASE:**



5500 E. La Palma Ave  
Anaheim, CA 92807  
Phone: 888.970.0007  
Fax: 800.784.8318  
[www.powerplus.com](http://www.powerplus.com)

**Note:** All KW and KVA ratings are based upon sea level elevation conditions; Power Plus is not responsible for sizing of generator without engineered drawings provided

**Specifications:** This quote is based on our understanding of your specifications which are documented in our records. These specifications are subject to approval by local jurisdictions and may or may not meet all jobsite requirements.

**Credit:** Credit is subject to **Power Plus** approval in its sole discretion. This quote in no way constitutes approval of credit.

**Terms and Conditions**

**Generator Purchases – Payment terms: 50% Deposit due prior to equipment order with balance due upon notice of ready for shipment notification from factory.** **Services and Parts – Payment terms: Net 30 days from invoice date.** Above payment terms subject to all of the Credit Terms contained in our Credit Application and this document (1 ½% per month will be charged on past due accounts). Construction and building materials to be progress billed monthly based upon percentage of completed work until final. All residual and/or retained monies shall be released upon final inspection (jurisdictional) signatures.

Partial shipments will be invoiced proportional to total quoted price, payable 30 days after shipment.

Note: If your job conditions or schedule result in partial or incomplete shipment of products and equipment provided by **Power Plus**, you will be invoiced according to the dollar value of the shipped items. These invoices then become due and payable 30 days after shipment and not when the job is completed.

All purchase orders must reference our quotation and be acknowledged in writing by **Power Plus** to be deemed accepted.

Purchase orders which are issued with a hold for release date are subject to re-evaluation at the time of release.

Unless mutually agreed upon in writing, **Power Plus** will not accept purchase orders which:

- a) Specify delivery dates that are not subject to manufacturer's lead times.
- b) Contain penalty clauses or liquidated damage clauses.
- c) Require **Power Plus** to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless **Power Plus**
- d) Require **Power Plus** to pay any and all legal expenses for the purchaser in the event of a dispute.
- e) Require **Power Plus** to be responsible for system design work and/or guarantee that a performance standard for a system will be met.
- f) Require completion and acceptance of the project by the owner before payment.

Start and Test may be invoiced separately at your request but it is subject to **Power Plus** partial invoicing policy.

Storage fees may be assessed if your job site is not able to accept delivery on the requested date.

**Validity of the Quote:** This quote is valid for 30 days following the quote date. This quote may be modified and/or rescinded by **Power Plus** at its sole discretion unless and until accepted on or before the quote date.

**Availability:** Subject to manufacturer lead-times.

**Note:** The Terms and conditions of this quotation govern over any conflict between this quotation and customer's purchase order or other document, made either prior or subsequent to this quotation.

Thank you for this opportunity to quote. Please call if we may answer any questions, or be of further service.

**EXTENDED TERMS**

POWER PLUS LIMITS THE SCOPE OF SUPPLY FOR THIS QUOTATION TO THE EQUIPMENT AND SERVICES LISTED IN OUR BILL OF MATERIAL. UNLESS SPECIFICALLY LISTED IN OUR BILL OF MATERIAL, EQUIPMENT NOT INDICATED IS ASSUMED TO BE SUPPLIED BY OTHERS. WE HAVE DETAILED THE EQUIPMENT PROPOSED IN THE BILL OF MATERIAL. PLEASE CHECK IT TO BE CERTAIN THAT IT MEETS YOUR REQUIREMENTS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS. STANDARD WARRANTY OF THE MANUFACTURER APPLIES. COPIES ARE AVAILABLE FROM THE MANUFACTURER UPON REQUEST. CONTRACTS WHICH INCLUDE PENALTY OR LIQUIDATED DAMAGE CLAUSES FOR FAILURE TO MEET PROMISED SHIPPING DATES ARE NOT ACCEPTABLE OR BINDING ON POWER PLUS, UNLESS ACCEPTED AND CONFIRMED IN WRITING BY AN OFFICER OF POWER PLUS.

THE FOLLOWING CHARGES MAY BE ASSESSED FOR CANCELLATION OF ANY GENERATOR OR EQUIPMENT ORDER:

- a. 25% OF TOTAL ORDER PRICE IF CANCELLED AFTER WE HAVE PROVIDED SUBMITTALS BUT PRIOR TO RELEASE FOR MANUFACTURING.
- b. 100% OF TOTAL ORDER PRICE IF CANCELLED AFTER RELEASE FOR MANUFACTURING OR IF THE EQUIPMENT IS ALREADY ON ORDER WITH THE OEM.



5500 E. La Palma Ave  
Anaheim, CA 92807  
Phone: 888.970.0007  
Fax: 800.784.8318  
[www.powerplus.com](http://www.powerplus.com)

IF BALANCE OF EQUIPMENT PURCHASE IS NOT PAID BY SCHEDULED SHIP DATE, POWER PLUS RESERVES THE RIGHT TO CHARGE STORAGE FEES AND ANY ADDITIONAL SHIPPING COSTS INCCURED. IF NO RESOLUTION FOR FINAL PAYMENT IS MADE WITH IN 15 BUSINESS DAYS OF SCHEDULED SHIP DATE, THE CUSTOMER WILL FORFIT THEIR DEPOSIT AND THE EQUIPMENT UNLESS ACCEPTED AND CONFIRMED IN WRITING BY AN OFFICER OF POWER PLUS. THERE WILL BE A 25% CANCELLATION FEE FOR ANY PART ORDERS CANCELLED, ONCE PLACED AND ACCEPTED BY POWER PLUS, IF PARTS ARE DEEMED TO BE RETURNABLE. IF PARTS ARE DEEMED TO BE NONRETUNABLE 100% TOTAL OF ORDER WILL APPLY. THE POWER PLUS STANDARD AND EXTENDED TERMS AND CONDITIONS ARE INCLUDED IN THE QUOTATION AND HEREBY BECOME PART OF THIS QUOTATION. THESE SAME TERMS NEED TO BE NOTED ON ANY PURCHASE ORDER RECEIVED BY POWER PLUS IN ORDER TO PROCESS YOUR ORDER. POWER PLUS WILL NOT BE RESPONSIBLE FOR ANY LABOR OR MATERIAL CHARGES BY OTHERS ASSOCIATED WITH THE START-UP AND INSTALLATION OF THIS EQUIPMENT UNLESS PREVIOUSLY AGREED UPON, IN WRITING BY POWER PLUS.

This quote (#2651) is accepted by:

\_\_\_\_\_  
(Company name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Purchase order number)



## BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION MINUTES

Thursday, April 13, 2023 at 3:00 PM

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

### CALL TO ORDER

President Martin called the meeting to order at 3:03 P.M.

### ROLL CALL

**BOARD MEMBERS PRESENT:** President Russ Martin, Director Robert Griffith, Director Amber Duff  
Director Ted Mayrhofen

**BOARD MEMBERS ABSENT:** Vice President Ivan Sewell

**STAFF MEMBERS PRESENT:** Amanda Lucas, April Scott, Danny Friend, Elaine Kawaii, Eric Weck, Jeff Nutter, Oriana Hoffert, Rachel Pust, Brian Macy, Arden Wallum, Dori Petee

### RULES OF PROCEDURE

**Rules of Procedure were read by General Counsel, John Pinkney.**

*All noticed meetings are conducted using Rosenberg’s Rules of Order as a procedural guideline. Directors should refrain from responding directly to public comments at meetings of the Board. The Board President will refer matters raised during public comment to the General Manager for follow-up when appropriate. Occasionally, a prompt response may be offered when an obvious answer 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. The President of the Board presides at all meetings and decides all points of order and procedure during meetings. The President is responsible for maintenance and decorum at all Board meetings. No person shall be allowed to speak who is 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 on 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. 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.”*

### PUBLIC INPUT

No public input

### EMPLOYEE RECOGNITION

### HUMAN RESOURCES REPORT

This item will be fully recognized on Monday.

## ACTION ITEMS

### **PUBLIC HEARING (MONDAY, 4/17/2023)**

#### **RESOLUTION 2023-06 - TO COLLECT SEWER FEES ON TAX ROLL**

It is recommended to adopt Resolution 2023-06, electing to collect sewer user fees on the tax roll under California Health and Safety Code Section 5470 et. seq.

Public Hearing and Presentation on this item will take place on Monday, April 17, 2023.

#### **RESOLUTION 2023-07 - REQUEST BOARD AUTHORIZATION TO MOVE FROM LEVEL 2 TO LEVEL 1 OF THE MSWD WATER SHORTAGE CONTINGENCY PLAN**

It is recommended to adopt Resolution 2023-07, authorizing the District to move from Level 2 to Level 1 of the MSWD Water Shortage Contingency Plan.

Brian Macy presented. March 24, 2023, after an extremely wet winter, Governor Gavin Newsom announced that he was easing drought emergency restrictions with an updated Executive Order. With this Order, the Governor's directive for water agencies to be at Level 2 of their Water Shortage Contingency Plans is no longer in place, and his call for Californians to cut water use by 15 percent has been eased. Staff is waiting on the State Water Resource Control Board to move from level 2 to level 1 but they have not yet done so. Moving forward now puts us on pace with the other Valley Water Districts. Doing nothing will allow the restrictions to sunset in June.

#### **ACCEPT SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2022**

It is recommended to review and accept the audited single audit report as presented by Rogers, Anderson, Malody & Scott, LLP.

Arden Wallum presented this item. In a letter dated March 24 by the State Water Resources Control Board, the District is required to perform an audit of Federal Awards (Single Audit) for the funds received related to the Coronavirus State & Local Fiscal Recovery Funds (Arrearage Funds). The District is required to perform a single audit if it expends/receives federal awards of \$750,000 or more during a fiscal year. The District expended/received \$1,253,914.80 and later returned \$48,688.00 for accounts that did not qualify for grant funding.

## DISCUSSION ITEMS

### **NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE**

Steve Ledbetter will present on this item Monday, April 17, 2023.

### **CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE**

Brian Macy provided a brief presentation and update. Staff met with CEQUA experts and noted no species of any kind burrowing in that area. Currently working on disturbed/undisturbed area. Once the CEQUA Amendment has been completed we can formally start discussions with the City. Tour of East Valley Water District is still in the works.



## 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.*

### APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

March 16, 2023 - Study Session

March 20, 2023 - Board Meeting

### REGISTER OF DEMANDS

The register of demands totaling \$7,737,223.05

### ACCEPTANCE OF THE ROOF REPAIRS, PLUMBING IMPROVEMENTS, AIR CONDITIONING AND ELECTRICAL UPGRADES FOR THE NORTH BUILDING IMPROVEMENT PROJECT AT THE HORTON WASTEWATER TREATMENT PLANT

It is recommended to accept the Roof Repairs, Plumbing Improvements, Air Conditioning and Electrical Upgrades for the North Building Improvement Project at the Horton Wastewater Treatment plant as complete and authorize the release of retention money held for PuroClean the the amount of \$1,624.00, Southwest Plumbing in the amount of \$1,820.25, Hi-Desert Air in the amount of \$912.50 and Cove Electric in the amount of \$1,797.28, thirty-five days after filing the Notice of Completion (NOC).

## REPORTS

### DIRECTOR'S REPORTS

President Martin reported he attended the following events: 3/9 DVBA Public Officials Luncheon, 3/13 DVBA Board Meeting, 3/16 DVBA Networking Night, 3/17 GCVCC Legislative Luncheon, 3/21 DHS City Council Meeting, 3/25 Little League Opening Day, 3/27 Cabot's Museum Board Meeting, 3/30 Senior Inspiration Awards, 3/31 Agua Caliente Spa Opening

### GENERAL MANAGER'S REPORT

Included in this report are the following oral reports:

- A. Financial Report
- B. Public Affairs Report

The oral reports will be given on Monday, April 17, 2023

## COMMENTS

### DISTRICT COUNSEL COMMENTS

Mr. Pinkney reported on services provided to the District for the month of March.

**ADJOURN**

With no further business, President Martin adjourned the meeting at 3:24 P.M.

Respectfully,

---

Arden Wallum  
Secretary of the Board of Directors



## BOARD OF DIRECTORS REGULAR MEETING MINUTES

Monday, April 17, 2023 at 3:00 PM

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

### CALL TO ORDER

President Martin called the meeting to order at 3:00 P.M.

### PLEDGE OF ALLEGIANCE

Led by Director Duff

### ROLL CALL

BOARD MEMBERS PRESENT: President Russ Martin, Vice President Ivan Sewell, Director Robert Griffith  
Director Amber Duff, Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Jeff Nutter, Marion Champion, Lisa Pelton, Amanda Lucas, April Scott, Lee Boyer, Oriana Hoffert, Eric Weck, Rachel Pust, Chad Finch, Adam Wagner, Rita Huber, Arden Wallum, Dori Petee, Brian Macy, Danny Friend, Arturo Ceja, Kurt Kettenacker

### RULES OF PROCEDURE

**Rules of Procedure were read by General Counsel, John Pinkney.**

*All noticed meetings are conducted using Rosenberg's Rules of Order as a procedural guideline. Directors should refrain from responding directly to public comments at meetings of the Board. The Board President will refer matters raised during public comment to the General Manager for follow-up when appropriate. Occasionally, a prompt response may be offered when an obvious answer 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. The President of the Board presides at all meetings and decides all points of order and procedure during meetings. The President is responsible for maintenance and decorum at all Board meetings. No person shall be allowed to speak who is 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 on 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. 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."*

### PUBLIC INPUT

Maria Dubois addressed the Board regarding the need for sewers in her area.

### EMPLOYEE RECOGNITION

### HUMAN RESOURCES REPORT

The Board acknowledged the following employees:

#### NEW HIRES

Julio Martinez

Field Operations Technician II

**ANNIVERSARIES**

Adam Wagner	Water Production Operator I	1 Year
Jacob Mosqueda	Wastewater Treatment Plant Operator I	1 Year
Lisa Pelton	Customer Service Rep II	20 Years
Don Mathein	Field Services Supervisor	27 Years

**ACTION ITEMS**

**PUBLIC HEARING (MONDAY, 4/17/2023)**

**RESOLUTION 2023-06 - TO COLLECT SEWER FEES ON TAX ROLL**

The Board adopted Resolution 2023-06, electing to collect sewer user fees on the tax roll under California Health and Safety Code Section 5470 et. seq.

Arturo Ceja presented the staff report to the Board. The sewer charges for approximately 9,000 accounts (residential only) are proposed to be added to the annual property tax rolls and collected from the County of Riverside along with the property taxes. These charges will be received by the District from the County annually in January and May. Customers do have the opportunity to prepay these fees to the District, no later than June 30, 2023, in lieu of them going on the tax roll. The District has been collecting fees this way for the last six years.

There was no public who wished to make public comment. President Martin closed the public hearing.

**Motion made by Vice President Sewell, Seconded by Director Duff.**

**Voting Yea:** President Martin, Vice President Sewell, Director Griffith, Director Duff

**Voting Nay:** Director Mayrhofen

**RESOLUTION 2023-07 - REQUEST BOARD AUTHORIZATION TO MOVE FROM LEVEL 2 TO LEVEL 1 OF THE MSWD WATER SHORTAGE CONTINGENCY PLAN**

The Board adopted Resolution 2023-07, authorizing the District to move from Level 2 to Level 1 of the MSWD Water Shortage Contingency Plan.

Brian Macy presented this item. If the Board does not act on this item, the emergency regulations will sunset on June 10, 2023. Other Coachella Valley agencies have elected to end the regulations immediately.

**Motion made by Director Griffith, Seconded by Director Duff.**

**Voting Yea:** President Martin, Vice President Sewell, Director Griffith, Director Duff, Director Mayrhofen

**ACCEPT SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2022**

The Board reviewed and accepted the audited single audit report as presented by Rogers, Anderson, Malody & Scott, LLP.

Arturo Ceja provided some additional comments on this single audit. The report provided is an examination of the single audit and this is sufficient to submit to the State. The report showed no issues or findings.

**Motion made by Director Griffith, Seconded by Vice President Sewell.**

**Voting Yea:** President Martin, Vice President Sewell, Director Griffith, Director Duff, Director Mayrhofen

**DISCUSSION ITEMS****NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE**

Steve Ledbetter of TKE presented an update on the construction progress.

**CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE**

Nothing further to add

**CONSENT AGENDA**

Director Duff asked to pull the register of demands for discussion. Approval of this item was taken on a separate vote.

**Motion made by Vice President Sewell, Seconded by Director Mayrhofen.**

**Voting Yea:** President Martin, Vice President Sewell, Director Griffith, Director Duff, Director Mayrhofen

Motion to approve Minutes & NOC

**Motion made by Director Griffith, Seconded by Director Duff.**

**Voting Yea:** President Martin, Vice President Sewell, Director Griffith, Director Duff, Director Mayrhofen

**APPROVAL OF MINUTES**

It is recommended to approve the minutes as follows:

March 16, 2023 - Study Session

March 20, 2023 - Board Meeting

**REGISTER OF DEMANDS**

The register of demands totaling \$7,737,223.05

**ACCEPTANCE OF THE ROOF REPAIRS, PLUMBING IMPROVEMENTS, AIR CONDITIONING AND ELECTRICAL UPGRADES FOR THE NORTH BUILDING IMPROVEMENT PROJECT AT THE HORTON WASTEWATER TREATMENT PLANT**

The Board accepted the Roof Repairs, Plumbing Improvements, Air Conditioning and Electrical Upgrades for the North Building Improvement Project at the Horton Wastewater Treatment plant as complete and authorized the release of retention money held for PuroClean the the amount of \$1,624.00, Southwest Plumbing in the amount of \$1,820.25, Hi-Desert Air in the amount of \$912.50 and Cove Electric in the amount of \$1,797.28, thirty-five days after filing the Notice of Completion (NOC).

**REPORTS**

**DIRECTOR'S REPORTS**

Director Mayrhofen reported he attended the following events: 3/9 DVBA Public Officials Luncheon, 3/21 CSDA Webinar, 3/30 Senior Inspiration Luncheon

Vice President Sewell reported he attended the following events: 3/9 DVBA Public Officials Luncheon, 3/14 CVWD Board Meeting, 3/17 GCVCC Legislative Breakfast, 3/22 GCVCC Morning Mixer, 3/27 ACWA Region 9 Salton Sea Tour.

Director Duff reported she attended the following events: 3/9 CVCAN March Meeting, 3/14 DHS Planning Commission Meeting, 3/22 San Gorgonio Pass Regional Water Alliance Meeting.

Director Griffith reported he attended the following event: 3/7 DWA Board Meeting, 3/21 DWA Board Meeting, 3/28 CVWD Board Meeting

**GENERAL MANAGER'S REPORT**

Included in this report are the following oral reports:

- A. Financial Report
- B. Public Affairs Report

Arturo Ceja presented the financial report for the period ending March 31, 2022.

Marion Champion presented the Public Affairs Report for the months of March and April.

**COMMENTS****DISTRICT COUNSEL COMMENTS**

Nothing further to add.

**DIRECTOR COMMENTS**

Director Mayrhofen asked about some information he has yet to receive with relation to an email sent to the General Manager. He also asked for a copy of the letter being sent to customers regarding putting their sewer bills on the tax roll. He also mentioned a tour of the Desert Crest plant and noted this plant is not included in the landscapers contract for maintenance. Lastly, he made a motion for staff to look into employees to receive pet insurance. He was notified he can't make a motion on items not on the agenda.

Vice President Sewell noted, with regards to Director Mayrhofen's comment, the HR Committee meets on Thursday to review request from employees and if pet insurance is something they desire they can request it. He also announce the Big Heart Awards this Thursday and congratulated Mike Platt.

Director Duff commended the community as a whole for their conservation efforts.

Director Griffith noted that despite the drought restrictions being rolled back, residents still need to continue with their conservation efforts.

**CLOSED SESSION**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code Section 54957

Title: General Manager

**REPORT ON ACTION TAKEN DURING CLOSED SESSION**

The Board met in closed session on the above item, there was no reportable action taken.

**ADJOURN**

With no further business, President Martin adjourned the meeting at 5:30 PM.

Respectfully,

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Arden Wallum  
Secretary of the Board of Directors



**Human Relations Committee  
(Chair—Sewell, Member—Martin)  
MEETING NOTICE AND MINUTES  
Thursday, April 20, 2023 — 8:00 AM**

**CALL TO ORDER**

Chairman Sewell called the meeting to order at 8:00 AM

**ROLL CALL**

**COMMITTEE MEMBERS PRESENT:** Chair Ivan Sewell, Member Russ Martin

**STAFF MEMBERS PRESENT:** Oriana Hoffert, Arturo Ceja, Brian Macy, Arden Wallum, Danny Friend, Dori Petee

**PUBLIC INPUT**

No public input

**REVIEW EMPLOYEE REQUESTS FOR FY 2023-2024**

Human Resources Manager, Oriana Hoffert Presented the employee requests. She began with a brief history of this process and what got us here today. Evaluation of the requests is completed by MSWD Senior Management Staff, and the Human Resources Manager based on the following: past Board feedback, legal guidance, labor market conditions and items that can be approved or completed at the administrative level. The requests before the committee for consideration for approval are: Medical stipend in lieu of medical coverage, Bilingual pay, and a Cost-of-Living Adjustment.

The staff reviewed each request with the committee. Cost of Living adjustment for 2023 = 4.2% for a fiscal impact of \$214,569. Medical stipend in lieu of enrolling in the District's medical insurance plan (it is currently required for an employee to receive the District's medical benefits) = \$500 per month stipend. Four employees taking the stipend will allow the District to break even. Employees would be required to show proof of other medical insurance to opt out. Bilingual Pay – All administrative and field employees who need to speak another language to communicate with customers will receive a \$25 stipend per pay period for their ability and willingness to do so. The fiscal impact for this item would be approximately \$15,000 per year.

The process for reporting to the Board was reviewed by the Committee. They noted they are comfortable with moving forward with approval on all requested items.

**ADJOURN**

With no further business, Chairman Sewell adjourned the meeting at 8:39 AM.

Respectfully,

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Arden Wallum  
Secretary of the Board of Directors





**Public Relations Committee**  
**(Chair—Griffith, Member—Sewell)**  
**MEETING NOTICE AND MINUTES**  
**Wednesday, May 03, 2023 — 11:00 AM**

**CALL TO ORDER**

Chairman Robert Griffith called the meeting to order at 11:00 am

**ROLL CALL**

**COMMITTEE MEMBERS PRESENT:** Chair Robert Griffith, Member Ivan Sewell

**STAFF MEMBERS PRESENT:** Arturo Ceja, Arden Wallum, Brian Macy, Marion Champion  
 Dori Petee

**CUSTOMER PRESENT:** Chang Rhee (Homeowner)

**PUBLIC INPUT**

No public input

**APPEAL OF WATER CONSUMPTION CHARGES**

66249 Avenida Barona - Discussion and recommendation to the Board of Directors on appeal of water consumption charges.

Arturo Ceja presented a timeline of activities for this account. Mr. Ceja noted that when COVID hit the State issued a moratorium on disconnections. During this time the customer of record (known here as the tenant) accumulated a balance of roughly \$4,000 which included late fees. Mr. Rhee was notified the entire time of the accumulation. In March of 2021, the District removed \$535 in late fees at the request of the tenant. In December of 2021, the moratorium ended. However, the State required the District to make contact with the customer of record (tenant) and set up a payment plan prior to disconnection. In addition, SB 998 prohibited the District from disconnecting service for nonpayment until a payment by a customer has been delinquent for at least 60 days. This clock started when the moratorium was lifted. In January of 2022 this account was included in the Districts arrearages request and received \$723 from the State to apply to this account. The customer also reached out to the District to inquire about a leak at this address which was a contributing factor to the high bills. On April 5<sup>th</sup> the tenant reached out to the District and established a payment plan of \$100 per month. In addition, the customer applied for bill assistance through the Untied Way and received a \$100 payment towards their account. On June 2<sup>nd</sup> the homeowner notified the District that he was beginning the eviction process on his tenants. At the same time the tenant established another payment plan. After speaking with Mr. Rhee who expressed he was not comfortable with the balance on this account, the District removed another \$2340 in late fees from the account. The homeowner was also notified about additional bill assistance that may be available to him.

Mr. Rhee addressed the committee and noted some discrepancies in the timeline of his eviction process. He admitted to knowing any balance left by his tenants would be his responsibility, however he never thought the amount would get so high. The circumstances of COVID really affected the way the District ability to handle disconnections. He noted his tenants were Section 8 and feels we should

consider the tenants credit worthiness prior to establishing service. He understands the requirements of SB 998 but feels the District should have acted more quickly. Additionally, because the tenants defaulted many times on their payment arrangements, Mr. Rhee feels we should have taken that into consideration before establishing other payment arrangements.

Member Sewell asked for more clarification on efforts made by the District from January 2022 – present. Mr. Ceja noted that prior to disconnection the District was required to contact the customer and establish a payment plan, the District used many methods of communication to attempt to contact customers, mailings, robo calls, and door hangers. These methods of contact continued through April of 2022. We could not begin the shut off process until we heard back from the customer which happened on April 5, 2022. At this point if the customer refused a payment plan, they would have been immediately disconnected, but the customer did establish a payment plan for this account.

Points of clarification: If a payment plan is established but defaulted on, say the customer misses a payment but then starts up again, it restarts the clock each time.

January of 2022 the tenant reached out to the district regarding a possible leak, which was a contributing factor to the high bills. Mr. Rhee didn't in fact fix said leak until April of 2023. Mr. Rhee claims he was not informed by his previous tenants that there was a leak.

Chairman Griffith noted it is not the responsibility of the District to determine that a customer is credit worthy to establish water service. Additionally in terms of the timeline, the District followed the law and removed up to \$3816 in late fees. As a homeowner, Mr. Rhee is responsible for the balance left on the account. According to Prop 2018, the law determines what the District can and can't do with regards to water service and accounts. Article XIII D, section 6 in summary states the District cannot charge more than the cost of providing service and is proportionally allocated, meaning other rate payers cannot and should not be responsible for water a single customer used. So, the District cannot forgive the fees associated with a customer's account and make other customers responsible for those fees.

Member Sewell confirmed that Mr. Rhee was informed of the increasing balance. Mr. Ceja confirmed that once a tenant becomes past due, the owner of records receives all bills until the amount is no longer past due.

The committee discussed this situation and stated from their perspective that the Board reject this claim.

#### **ADJOURN**

With no further business, Chairman Griffith adjourned the meeting at 11:31 AM.

Respectfully,

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Arden Wallum  
Secretary of the Board of Directors



CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
99102729	04-20-23	WELLS FARGO BANK	AUTO DEP PPE 04.14.23	137,374.42		137,374.42
99102608	04-06-23	WELLS FARGO BANK	AUTO DEP PPE 03.31.23	133,782.46		133,782.46
1000553	04-13-23	TRI-STAR CONTRACTING II, INC.	PAVEMENT REPAIRS - ON CALL CONTRACT PP #4	0.00	129,878.01	129,878.01
1000552	04-13-23	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL MARCH 2023	108,722.04		108,722.04
1000559	04-20-23	ACWA-JPIA HEALTH BENEFITS AUTH.	MAY 2023 PREPAID HEALTH INS.	95,848.80		95,848.80
99102763	04-30-23	WELLS FARGO - WELLSONE	WELLSONE - MARCH 2023	58,794.56		58,794.56
99102730	04-21-23	WELLS FARGO BANK	FED TAX DEP PPE 04.14.23	55,178.04		55,178.04
99102609	04-06-23	WELLS FARGO BANK	FED TAX DEP PPE 03.31.23	54,649.62		54,649.62
99102806	04-03-23	WELLS FARGO BANK	MAR.2023 LOAN BILLING STATEMENT	53,200.00		53,200.00
1000556	04-13-23	WALTON MOTORS & CONTROLS, INC.	WELL 29 MOTOR REPLACEMENT	35,977.73		35,977.73
99102668	04-11-23	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 03.31.2023	34,010.50		34,010.50
1000550	04-13-23	RUHNAU CLARKE ARCHITECTS	MSWD CRITICAL SERVICES CENTER	0.00	30,401.84	30,401.84
1000560	04-20-23	ACWA/JOINT POWERS INSUR AUTH	QTR. 1 W/C (WTR.4 FOR ACWA) 2023	28,003.07		28,003.07
1000551	04-13-23	SAVANT SOLUTIONS, INC.	ARTIC WOLF MDR CYBER SECURITY SERVICE	27,771.12		27,771.12
1000511	04-04-23	FERGUSON WATERWORKS #1083	GRAY POLYMER METER BOX AND LIDS	25,253.13		25,253.13
			STRAIGHT ADPT MUEL/STRT. COUP			
99102728	04-14-23	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES - MARCH 2023	24,688.75		24,688.75
1000525	04-04-23	WEST YOST & ASSOCIATES, INC.	HORTON WWTP TDS IMPACT EVAL.	0.00	19,733.75	19,733.75
			NITROGEN CONTROL STRATEGY			
99102672	04-12-23	DOWNING CONSTRUCTION, INC.	RETENTION PP#1	0.00	18,448.25	18,448.25
99102611	04-06-23	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 03.31.23	17,794.65		17,794.65
99102732	04-21-23	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 04.14.23	17,444.80		17,444.80
1000508	04-04-23	B-81 PAVING INC	PAVING @ VARIOUS LOCATIONS	16,457.50		16,457.50
1000554	04-13-23	TRI-STAR CONTRACTING II, INC.	1ST/4TH/6TH/7TH STREET REPAIRS	0.00	12,866.45	12,866.45
1000541	04-13-23	HUNTER JOHNSEN, INC.	CV WATER COUNTS CONSULTING - APRIL 2023	12,851.76		12,851.76
1000579	04-20-23	INLAND WATER WORKS SUPPLY CO.	BR NIPPLE	11,438.48		11,438.48
			CLOSE BRASS NIPPLE			
			FULLPORT BALL VALVE			
			HYMAX FLEX COUPLING			
			JONES J-344 W/PLASTIC CAPS			
			STOP BALL ANG.			
1000506	04-04-23	AES WATER INC.	SEISMIC VALVE MAINT. 2023	11,120.00		11,120.00
99102731	04-21-23	STATE OF CA EDD	STATE TAX PPE 04.14.23	10,942.15		10,942.15
99102610	04-07-23	STATE OF CA EDD	STATE TAX PPE 03.31.23	10,615.02		10,615.02
1000555	04-13-23	UNITED WAY OF THE DESERT	UNITED WAY FUND REPLENISHMENT	10,000.00		10,000.00
1000543	04-13-23	INLAND WATER WORKS SUPPLY CO.	BACKFLOW DEVICE	9,118.67		9,118.67
			BALL VALVE W/ LOCKWING			
			GATE VALVE			
1000522	04-04-23	UMETECH, INC.	IT HELPDESK/MANAGED SERVICES MARCH 2023	8,698.75		8,698.75
1000598	04-27-23	CITIES DIGITAL INC.	LASERFICHE LICENSE & MAINTENANCE	8,680.00		8,680.00
1000542	04-13-23	INFOSEND INC	MONTHLY BILLING SERVICES	8,588.68		8,588.68
1000547	04-13-23	POLYDYNE, INC.	3-TOTES POLYMER SLUDE WASTING	8,464.71		8,464.71
1000523	04-04-23	USA BLUEBOOK	5GAL ODOR ELIMINATING ENZYMES	7,119.98		7,119.98
			CORP STOP QUILLS - PRODUCTION			
			ITEMS FOR HORTON PLANT LAB			
			ODOR ELIMINATING ENZYMES - HORTON PLANT			
			PRESSURE TRANSMITTER - PRODUCTION			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
1000537	04-13-23	DANGELO COMPANY	FLG BURY	6,773.67		6,773.67
			PIPE LUBE QUARTS - C&M			
1000569	04-20-23	CV STRATEGIES	GENERAL MKTG & COM SVCS	6,500.00		6,500.00
1000549	04-13-23	ROBERT G MODRICH	MARCH 2023 UNIDATA MAINTENANCE	5,724.00		5,724.00
1000564	04-20-23	BECK OIL, INC.	UNLEADED GASOLINE	5,539.43		5,539.43
1000611	04-27-23	TOTALENERGIES DISTRIBUTED	O&M SERVICE FEE - YEAR 4	5,307.00		5,307.00
1000586	04-20-23	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL - MARCH 2023	5,238.07		5,238.07
1000571	04-20-23	CYPRESS DENTAL ADMINISTRATORS	MAY 2023 PREPAID DENTAL INSURANCE	4,839.76		4,839.76
1000532	04-13-23	CLINICAL LABORATORY OF SAN BERNARDINO	BOD TESTING H+DC	4,817.00		4,817.00
			LAB SERVICES			
1000535	04-13-23	CPS HR CONSULTING	DIVERSITY AND INCLUSION TRAINING	4,800.00		4,800.00
1000565	04-20-23	CARPI & CLAY, INC	MARCH 2023 FEDERAL ADVOCACY	4,000.00		4,000.00
1000588	04-20-23	THE LINCOLN NATL. LIFE INS. CO.	MAY 2023 LIFE INS.	3,960.10		3,960.10
1000584	04-20-23	RAY LOPEZ ASSOCIATES	TURF REBATE/INSPECTIONS AND COPY OF BONDS & PLANS	3,530.21		3,530.21
1000568	04-20-23	COVE ELECTRIC, INC.	PP #5 - HORTON NORTH BUILDING	0.00	3,414.83	3,414.83
1000615	04-27-23	VESTED SOLUTIONS	DISINFECTION AND JANITORIAL SERVICES MARCH 2023	3,365.40		3,365.40
1000604	04-27-23	MANPOWER US INC.	STAFFING SERVICES - WWTP OIT	3,269.09		3,269.09
1000530	04-13-23	BECK OIL, INC.	DIESEL FUEL	3,150.78		3,150.78
1000527	04-13-23	AL HORTON ROTARY	BIG HEART AWARDS SPONSORSHIP	3,050.00		3,050.00
1000514	04-04-23	MANPOWER US INC.	STAFFING SERVICES - GM REPORT/GRANT	2,497.63		2,497.63
			STAFFING SERVICES - GM REPORT/GRANTS			
1000545	04-13-23	MARIA Y. ALDERS	TURF REBATE - ALDERS	2,400.00		2,400.00
99102673	04-13-23	AFLAC	MARCH 2023 AFLAC DEDUCTIONS	2,304.74		2,304.74
1000557	04-13-23	WATERLINE TECHNOLOGIES INC.	3 DRUMS REFILLED	2,201.34		2,201.34
			6 DRUMS REFILLED			
1000599	04-27-23	DESERT FIRE EXTINGUISHER CO.,INC	ANNUAL FIRE EXTINGUISHER MAINTENANCE	2,160.31		2,160.31
1000597	04-27-23	CASAMAR GROUP, LLC	B-81 LABOR COMPLIANCE	975.91	1,061.61	2,037.52
			HORTON NORTH BUILDING - COVE ELECTRIC			
			HORTON NOTH BUILDING - PURO CLEAN			
			ON-CALL CONTRACT - LO LYNCH			
			ON-CALL WATER & SEWER REPAIRS - TRI-STAR			
1000509	04-04-23	CABOT'S MUSEUM FOUNDATION	EARTH DAY SPONSORSHIP	2,000.00		2,000.00
1000567	04-20-23	COUNTY OF RIVERSIDE	RIV. COUNTY HAZMAT PERMIT/CORP YARD	1,882.00		1,882.00
1000602	04-27-23	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	1,835.71		1,835.71
1000544	04-13-23	MANPOWER US INC.	STAFFING SERVICES - WWTP/OIT	1,602.00		1,602.00
75859	04-11-23	LAS PALMAS RESTAURANT CUISINE	EMPLOYEE RECOGNITION LUNCHEON	1,500.00		1,500.00
1000524	04-04-23	WATERLINE TECHNOLOGIES INC.	3 DRUMS REFILLED	1,467.56		1,467.56
1000601	04-27-23	GLENN B. DORNING, INC.	UNIT 416 - REPAIRS	1,317.00		1,317.00
1000606	04-27-23	ROBERT DALE STORER	TURF REBATE - STORAL	1,300.00		1,300.00
1000609	04-27-23	TED MEYER	TURF REBATE - MEYER	1,300.00		1,300.00
1000529	04-13-23	BABCOCK LABORATORIES, INC.	RWRF GROUNDWATER SAMPLING	1,297.62		1,297.62
			RWRF WWTP TESTING - E.COLI/COLIFORM			
			TOTAL N TESTING - WWTP			
1000519	04-04-23	QUADIENT FINANCE USA, INC.	POTAGE REPLENISHMENT + INK	1,293.28		1,293.28
1000574	04-20-23	DESERT VALLEY DISPOSAL, INC.	MARCH 2023 SERVICE CHARGE - ADMIN	1,250.51		1,250.51
			MARCH 2023 SERVICE CHARGES - CORP YARD			
1000603	04-27-23	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	SECURITY FOR HORTON PLANT	1,125.00		1,125.00

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
1000605	04-27-23	PARKHOUSE TIRE, INC	UNIT 394 - REPLACEMENT RIRES	1,105.67		1,105.67
1000590	04-20-23	USA BLUEBOOK	ENCLOSED THERMOMETER - WASTEWATER	1,017.17		1,017.17
			HOSE/CUFF TUBING KIT - PRODUCTION			
			METER WRENCH - C&M			
			STORAGE CANNISTER - PRODUCTION			
			TUBING KIT - PRODUCTION			
1000528	04-13-23	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 03.08.23	1,000.58		1,000.58
			UNIFORM SERVICES 03.16.23			
			UNIFORM SERVICES 03.21.23			
			UNIFORM SERVICES 03.28.23			
1000513	04-04-23	INFOSEND INC	BILLING INSERT FEB. 2023	967.92		967.92
1000596	04-27-23	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 03.28.23	967.11		967.11
			UNIFORM SERVICES 04.04.23			
			UNIFORM SERVICES 04.11.23			
1000580	04-20-23	MATHESON TRI-GAS, INC	2XL ORANGE SAFETY VEST - FIELD STAFF	941.30		941.30
			GRAY ANTI-FOG SAFETY GLASSES			
			MAXIFLEX WORK GLOVES - FIELD STAFF			
1000563	04-20-23	ASTRA INDUSTRIAL SERVICES INC	RP REPAIR KITS	915.60		915.60
1000572	04-20-23	DANGELO COMPANY	HYD SPOOL/FLAG	899.95		899.95
PR040723	04-07-23	EMPLOYEES	PAPER PAYROLL CHECKS	899.66		899.66
1000610	04-27-23	THE PC MANAGER LLC	BOARDROOM PC REPLACEMENT	795.40		795.40
1000583	04-20-23	POLLARD WATER.COM EAST	HYDRANT METER LOCKS - SERVICE DEPT.	700.38		700.38
1000566	04-20-23	CASEY DOLAN	APRIL 2023 DIGITAL AD MGMT & CONSULTING	650.00		650.00
1000534	04-13-23	CORE & MAIN LP	FIELD LOCK PUSH GASKET/BR METER BOLT	615.81		615.81
1000614	04-27-23	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	606.40		606.40
1000507	04-04-23	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 03.07.23	605.09		605.09
1000589	04-20-23	TOPS N BARRICADES, INC	30" BLUE SURVEY FLAGS	603.73		603.73
			RAIN SUITS - C&M			
			SAFETY BOMBER JACKET - SERVICE DEPT.			
			SAFETY BOMBER JACKETS - C&M			
1000512	04-04-23	GRAINGER	1DZ LEATHER WORK GLOVES - COLLECTIONS	566.71		566.71
			LEATHER WORK GLOVES - HORTON PLANT			
1000533	04-13-23	COLANTUONO, HIGHSMITH & WHATLEY, PC	LEGAL CONSULTING CLASS ACTION	500.50		500.50
1000526	04-13-23	ACWA/JOINT POWERS INSURANCE AUTHORITY	ESPOSITO/PATNEAUDE RESTITUTION	500.00		500.00
1000538	04-13-23	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRES	485.18		485.18
1000518	04-04-23	POWERPLAN OIB	UNIT #117 - REPLACEMENT HOSES	462.27		462.27
1000562	04-20-23	AIR & HOSE SOURCE INC.	RESTOCK PRESSURE NOZZLES/SPRAY GUNS	452.40		452.40
1000591	04-20-23	WEST COAST SAND AND GRAVEL INC.	RESTOCK 26 TONS BASE MATERIAL	448.74		448.74
1000558	04-13-23	XEROX CORPORATION	ADMIN XEROX LEASE MAR-APRIL	343.73		343.73
1000616	04-27-23	XEROX CORPORATION	ADMIN MAILROOM XEROX LEASE	343.73		343.73
1000595	04-27-23	ANSAFONE CONTACT CENTERS	ANSAFONE ANSWERING SERVICE	324.71		324.71
1000592	04-20-23	WHITE CAP CONSTRUCTION SUPPLY	CHOPSAW SERVICE KIT - C&M	308.36		308.36
1000575	04-20-23	FARMER BROS. CO	ADMIN/ENG COFFEE ORDER	308.15		308.15
1000607	04-27-23	ROBERTO LOPEZ	R.LOPEZ - WORK BOOTS REIMB.	281.61		281.61
1000531	04-13-23	BRINKS INCORPORATED	MONTHLY SERVICES	268.49		268.49
			MONTHLY TRANSPORT FEES			
1000581	04-20-23	MCMMASTER-CARR	BUSHINGS	263.40		263.40

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
1000546	04-13-23	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL - ADMIN BAIT BOXES	250.00		250.00
			PEST CONTROL - ADMIN BUILDING			
			PEST CONTROL - ANNEX			
			PEST CONTROL - CORP YARD			
			PEST CONTROL - WWTP BAIT BOXES			
1000577	04-20-23	FORSHOCK	SCADA MONITORING	220.00		220.00
1000517	04-04-23	PAYNEARME MT, INC.	5 CHARGE BACKS 10/2022 TO 12/2022	210.00		210.00
1000573	04-20-23	DESERT ELECTRIC SUPPLY	WELL 29 MOTOR REPAIR SUPPLIES	188.26		188.26
1000600	04-27-23	DIAMOND CHEVROLET BUICK GMC	UNIT 323 - DOOR REPAIRS	166.32		166.32
1000585	04-20-23	RITA M. HUBER	1ST QTR PETTY CASH REIMB.	164.42		164.42
1000539	04-13-23	EISENHOWER OCCUPATIONAL HEALTH SERVICES	A. ACEVEDO - DOT PHYSICAL EXAM	155.00		155.00
1000587	04-20-23	SWRCB ACCOUNTING OFFICE	D1 CERT. - A. PEREA	150.00		150.00
			D2 CERT - L.SOTO			
1000593	04-27-23	AL HORTON ROTARY	BIG HEART AWARDS - 2 SEATS	150.00		150.00
1000608	04-27-23	SO CAL GAS	MARCH 2023 GAS BILL	148.57		148.57
1000516	04-04-23	PARKERS BUILDING SUPPLY	FAUCET CONNECTOR - ENGINEERING	139.14		139.14
			ITEMS FOR ENGINEERING			
			REPAIR MATERIALS - ENGINEERING			
			REPAIR PARTS - HORTON PLANT			
			UNION ADAPTOR - ENGINEEING			
1000613	04-27-23	VALLEY LOCK & SAFE	ALARM BATTERY PACKS - ADMIN	114.51		114.51
1000520	04-04-23	RUSS MARTIN	R. MARTIN MILEAGE REIMB.	106.25		106.25
1000515	04-04-23	NATIONAL BUSINESS FURNITURE LLC	PANEL CONNECTOR - HORTON PLANT	0.00	101.38	101.38
1000536	04-13-23	CWEA	G.FOURNIER CSM GRADE II RENEWAL - MSWD	100.00		100.00
1000548	04-13-23	ROBERT SARFATTY	TOILET REBATE - R.SARFATTY	100.00		100.00
1000540	04-13-23	FEDEX	WF PAYMENT MANAGER OVERNIGHT CHARGES	97.07		97.07
1000594	04-27-23	ALL AMERICAN FIRST AID	FIRST AID RESTOCK	85.28		85.28
1000612	04-27-23	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	81.45		81.45
1000582	04-20-23	PARKERS BUILDING SUPPLY	REPAIR MATERIALS - ENGINEERING	81.30		81.30
			TOOLS - C&M			
1000521	04-04-23	THEODORE MAYRHOFEN	T. MAYRHOFEN MILEAGE REIMBURSEMENT	60.26		60.26
1000510	04-04-23	FEDEX	WF PAYMENT MANAGER OVERNIGHT CHARGES	48.28		48.28
1000576	04-20-23	FEDEX	WF PAYMENT MANAGER OVERNIGHT CHARGES	47.86		47.86
99102669	04-11-23	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS TIM'S RETRO ADJ.	47.32		47.32
1000570	04-20-23	CYNTHIA ACOSTA	C.ACOSTA MILEAGE REIMB.	31.96		31.96
1000578	04-20-23	GRAINGER	3A GLASS FUSES - SERVICE DEPT.	18.13		18.13
1000561	04-20-23	ADT COMMERCIAL LLC	ADMIN BUILDING SECURITY	5.43		5.43
PR042123	04-21-23	EMPLOYEES	PAPER PAYROLL CHECKS	0.00		0.00
			CURRENT CHECK TOTAL	1,170,281.0	215,906.1	1,386,187.1
TOTAL				1,170,281.07	215,906.12	1,386,187.19
129 records listed						

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL



CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
75859	04-11-23	LAS PALMAS RESTAURANT CUISINE	EMPLOYEE RECOGNITION LUNCHEON	1,500.00		1,500.00
1000506	04-04-23	AES WATER INC.	SEISMIC VALVE MAINT. 2023	11,120.00		11,120.00
1000507	04-04-23	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 03.07.23	605.09		605.09
1000508	04-04-23	B-81 PAVING INC	PAVING @ VARIOUS LOCATIONS	16,457.50		16,457.50
1000509	04-04-23	CABOT'S MUSEUM FOUNDATION	EARTH DAY SPONSORSHIP	2,000.00		2,000.00
1000510	04-04-23	FEDEX	WF PAYMENT MANAGER OVERNIGHT CHARGES	48.28		48.28
1000511	04-04-23	FERGUSON WATERWORKS #1083	GRAY POLYMER METER BOX AND LIDS	25,253.13		25,253.13
			STRAIGHT ADPT MUEL/STRT. COUP			
1000512	04-04-23	GRAINGER	1DZ LEATHER WORK GLOVES - COLLECTIONS	566.71		566.71
			LEATHER WORK GLOVES - HORTON PLANT			
1000513	04-04-23	INFOSEND INC	BILLING INSERT FEB. 2023	967.92		967.92
1000514	04-04-23	MANPOWER US INC.	STAFFING SERVICES - GM REPORT/GRANT	2,497.63		2,497.63
			STAFFING SERVICES - GM REPORT/GRANTS			
1000515	04-04-23	NATIONAL BUSINESS FURNITURE LLC	PANEL CONNECTOR - HORTON PLANT	0.00	101.38	101.38
1000516	04-04-23	PARKERS BUILDING SUPPLY	FAUCET CONNECTOR - ENGINEERING	139.14		139.14
			ITEMS FOR ENGINEERING			
			REPAIR MATERIALS - ENGINEERING			
			REPAIR PARTS - HORTON PLANT			
			UNION ADAPTOR - ENGINEEING			
1000517	04-04-23	PAYNEARME MT, INC.	5 CHARGE BACKS 10/2022 TO 12/2022	210.00		210.00
1000518	04-04-23	POWERPLAN OIB	UNIT #117 - REPLACEMENT HOSES	462.27		462.27
1000519	04-04-23	QUADIENT FINANCE USA, INC.	POTAGE REPLENISHMENT + INK	1,293.28		1,293.28
1000520	04-04-23	RUSS MARTIN	R. MARTIN MILEAGE REIMB.	106.25		106.25
1000521	04-04-23	THEODORE MAYRHOFEN	T. MAYRHOFEN MILEAGE REIMBURSEMENT	60.26		60.26
1000522	04-04-23	UMETECH, INC.	IT HELPDESK/MANAGED SERVICES MARCH 2023	8,698.75		8,698.75
1000523	04-04-23	USA BLUEBOOK	5GAL ODOR ELIMINATING ENZYMES	7,119.98		7,119.98
			CORP STOP QUILLS - PRODUCTION			
			ITEMS FOR HORTON PLANT LAB			
			ODOR ELIMINATING ENZYMES - HORTON PLANT			
			PRESSURE TRANSMITTER - PRODUCTION			
1000524	04-04-23	WATERLINE TECHNOLOGIES INC.	3 DRUMS REFILLED	1,467.56		1,467.56
1000525	04-04-23	WEST YOST & ASSOCIATES, INC.	HORTON WWTP TDS IMPACT EVAL.	0.00	19,733.75	19,733.75
			NITROGEN CONTROL STRATEGY			
1000526	04-13-23	ACWA/JOINT POWERS INSURANCE AUTHORITY	ESPOSITO/PATNEAUDE RESTITUTION	500.00		500.00
1000527	04-13-23	AL HORTON ROTARY	BIG HEART AWARDS SPONSORSHIP	3,050.00		3,050.00
1000528	04-13-23	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 03.08.23	1,000.58		1,000.58
			UNIFORM SERVICES 03.16.23			
			UNIFORM SERVICES 03.21.23			
			UNIFORM SERVICES 03.28.23			
1000529	04-13-23	BABCOCK LABORATORIES, INC.	RWRF GROUNDWATER SAMPLING	1,297.62		1,297.62
			RWRF WWTP TESTING - E.COLI/COLIFORM			
			TOTAL N TESTING - WWTP			
1000530	04-13-23	BECK OIL, INC.	DIESEL FUEL	3,150.78		3,150.78
1000531	04-13-23	BRINKS INCORPORATED	MONTHLY SERVICES	268.49		268.49
			MONTHLY TRANSPORT FEES			
1000532	04-13-23	CLINICAL LABORATORY OF SAN BERNARDINO	BOD TESTING H+DC	4,817.00		4,817.00
			LAB SERVICES			

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1000533	04-13-23	COLANTUONO, HIGHSMITH & WHATLEY, PC	LEGAL CONSULTING CLASS ACTION	500.50		500.50
1000534	04-13-23	CORE & MAIN LP	FIELD LOCK PUSH GASKET/BR METER BOLT	615.81		615.81
1000535	04-13-23	CPS HR CONSULTING	DIVERSITY AND INCLUSION TRAINING	4,800.00		4,800.00
1000536	04-13-23	CWEA	G.FOURNIER CSM GRADE II RENEWAL - MSWD	100.00		100.00
1000537	04-13-23	DANGELO COMPANY	FLG BURY	6,773.67		6,773.67
			PIPE LUBE QUARTS - C&M			
1000538	04-13-23	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRES	485.18		485.18
1000539	04-13-23	EISENHOWER OCCUPATIONAL HEALTH SERVICES	A. ACEVEDO - DOT PHYSICAL EXAM	155.00		155.00
1000540	04-13-23	FEDEX	WF PAYMENT MANAGER OVERNIGHT CHARGES	97.07		97.07
1000541	04-13-23	HUNTER JOHNSEN, INC.	CV WATER COUNTS CONSULTING - APRIL 2023	12,851.76		12,851.76
1000542	04-13-23	INFOSEND INC	MONTHLY BILLING SERVICES	8,588.68		8,588.68
1000543	04-13-23	INLAND WATER WORKS SUPPLY CO.	BACKFLOW DEVICE	9,118.67		9,118.67
			BALL VALVE W/ LOCKWING			
			GATE VALVE			
1000544	04-13-23	MANPOWER US INC.	STAFFING SERVICES - WWTP/OIT	1,602.00		1,602.00
1000545	04-13-23	MARIA Y. ALDERS	TURF REBATE - ALDERS	2,400.00		2,400.00
1000546	04-13-23	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL - ADMIN BAIT BOXES	250.00		250.00
			PEST CONTROL - ADMIN BUILDING			
			PEST CONTROL - ANNEX			
			PEST CONTROL - CORP YARD			
			PEST CONTROL - WWTP BAIT BOXES			
1000547	04-13-23	POLYDYNE, INC.	3-TOTES POLYMER SLUDE WASTING	8,464.71		8,464.71
1000548	04-13-23	ROBERT SARFATTY	TOILET REBATE - R.SARFATTY	100.00		100.00
1000549	04-13-23	ROBERT G MODRICH	MARCH 2023 UNIDATA MAINTENANCE	5,724.00		5,724.00
1000550	04-13-23	RUHNAU CLARKE ARCHITECTS	MSWD CRITICAL SERVICES CENTER	0.00	30,401.84	30,401.84
1000551	04-13-23	SAVANT SOLUTIONS, INC.	ARTIC WOLF MDR CYBER SECURITY SERVICE	27,771.12		27,771.12
1000552	04-13-23	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL MARCH 2023	108,722.04		108,722.04
1000553	04-13-23	TRI-STAR CONTRACTING II, INC.	PAVEMENT REPAIRS - ON CALL CONTRACT PP #4	0.00	129,878.01	129,878.01
1000554	04-13-23	TRI-STAR CONTRACTING II, INC.	1ST/4TH/6TH/7TH STREET REPAIRS	0.00	12,866.45	12,866.45
1000555	04-13-23	UNITED WAY OF THE DESERT	UNITED WAY FUND REPLENISHMENT	10,000.00		10,000.00
1000556	04-13-23	WALTON MOTORS & CONTROLS, INC.	WELL 29 MOTOR REPLACEMENT	35,977.73		35,977.73
1000557	04-13-23	WATERLINE TECHNOLOGIES INC.	3 DRUMS REFILLED	2,201.34		2,201.34
			6 DRUMS REFILLED			
1000558	04-13-23	XEROX CORPORATION	ADMIN XEROX LEASE MAR-APRIL	343.73		343.73
1000559	04-20-23	ACWA-JPIA HEALTH BENEFITS AUTH.	MAY 2023 PREPAID HEALTH INS.	95,848.80		95,848.80
1000560	04-20-23	ACWA/JOINT POWERS INSUR AUTH	QTR. 1 W/C (WTR.4 FOR ACWA) 2023	28,003.07		28,003.07
1000561	04-20-23	ADT COMMERCIAL LLC	ADMIN BUILDING SECURITY	5.43		5.43
1000562	04-20-23	AIR & HOSE SOURCE INC.	RESTOCK PRESSURE NOZZLES/SPRAY GUNS	452.40		452.40
1000563	04-20-23	ASTRA INDUSTRIAL SERVICES INC	RP REPAIR KITS	915.60		915.60
1000564	04-20-23	BECK OIL, INC.	UNLEADED GASOLINE	5,539.43		5,539.43
1000565	04-20-23	CARPI & CLAY, INC	MARCH 2023 FEDERAL ADVOCACY	4,000.00		4,000.00
1000566	04-20-23	CASEY DOLAN	APRIL 2023 DIGITAL AD MGMT & CONSULTING	650.00		650.00
1000567	04-20-23	COUNTY OF RIVERSIDE	RIV. COUNTY HAZMAT PERMIT/CORP YARD	1,882.00		1,882.00
1000568	04-20-23	COVE ELECTRIC, INC.	PP #5 - HORTON NORTH BUILDING	0.00	3,414.83	3,414.83
1000569	04-20-23	CV STRATEGIES	GENERAL MKTG & COM SVCS	6,500.00		6,500.00
1000570	04-20-23	CYNTHIA ACOSTA	C.ACOSTA MILEAGE REIMB.	31.96		31.96
1000571	04-20-23	CYPRESS DENTAL ADMINISTRATORS	MAY 2023 PREPAID DENTAL INSURANCE	4,839.76		4,839.76

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1000572	04-20-23	DANGELO COMPANY	HYD SPOOL/FLAG	899.95		899.95
1000573	04-20-23	DESERT ELECTRIC SUPPLY	WELL 29 MOTOR REPAIR SUPPLIES	188.26		188.26
1000574	04-20-23	DESERT VALLEY DISPOSAL, INC.	MARCH 2023 SERVICE CHARGE - ADMIN	1,250.51		1,250.51
			MARCH 2023 SERVICE CHARGES - CORP YARD			
1000575	04-20-23	FARMER BROS. CO	ADMIN/ENG COFFEE ORDER	308.15		308.15
1000576	04-20-23	FEDEX	WF PAYMENT MANAGER OVERNIGHT CHARGES	47.86		47.86
1000577	04-20-23	FORSHOCK	SCADA MONITORING	220.00		220.00
1000578	04-20-23	GRAINGER	3A GLASS FUSES - SERVICE DEPT.	18.13		18.13
1000579	04-20-23	INLAND WATER WORKS SUPPLY CO.	BR NIPPLE	11,438.48		11,438.48
			CLOSE BRASS NIPPLE			
			FULLPORT BALL VALVE			
			HYMAX FLEX COUPLING			
			JONES J-344 W/PLASTIC CAPS			
			STOP BALL ANG.			
1000580	04-20-23	MATHESON TRI-GAS, INC	2XL ORANGE SAFETY VEST - FIELD STAFF	941.30		941.30
			GRAY ANTI-FOG SAFETY GLASSES			
			MAXIFLEX WORK GLOVES - FIELD STAFF			
1000581	04-20-23	MCMASER-CARR	BUSHINGS	263.40		263.40
1000582	04-20-23	PARKERS BUILDING SUPPLY	REPAIR MATERIALS - ENGINEERING	81.30		81.30
			TOOLS - C&M			
1000583	04-20-23	POLLARD WATER.COM EAST	HYDRANT METER LOCKS - SERVICE DEPT.	700.38		700.38
1000584	04-20-23	RAY LOPEZ ASSOCIATES	TURF REBATE/INSPECTIONS AND COPY OF BONDS & PLANS	3,530.21		3,530.21
1000585	04-20-23	RITA M. HUBER	1ST QTR PETTY CASH REIMB.	164.42		164.42
1000586	04-20-23	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL - MARCH 2023	5,238.07		5,238.07
1000587	04-20-23	SWRCB ACCOUNTING OFFICE	D1 CERT. - A. PEREA	150.00		150.00
			D2 CERT - L.SOTO			
1000588	04-20-23	THE LINCOLN NATL. LIFE INS. CO.	MAY 2023 LIFE INS.	3,960.10		3,960.10
1000589	04-20-23	TOPS N BARRICADES, INC	30" BLUE SURVEY FLAGS	603.73		603.73
			RAIN SUITS - C&M			
			SAFETY BOMBER JACKET - SERVICE DEPT.			
			SAFETY BOMBER JACKETS - C&M			
1000590	04-20-23	USA BLUEBOOK	ENCLOSED THERMOMETER - WASTEWATER	1,017.17		1,017.17
			HOSE/CUFF TUBING KIT - PRODUCTION			
			METER WRENCH - C&M			
			STORAGE CANNISTER - PRODUCTION			
			TUBING KIT - PRODUCTION			
1000591	04-20-23	WEST COAST SAND AND GRAVEL INC.	RESTOCK 26 TONS BASE MATERIAL	448.74		448.74
1000592	04-20-23	WHITE CAP CONSTRUCTION SUPPLY	CHOPSAW SERVICE KIT - C&M	308.36		308.36
1000593	04-27-23	AL HORTON ROTARY	BIG HEART AWARDS - 2 SEATS	150.00		150.00
1000594	04-27-23	ALL AMERICAN FIRST AID	FIRST AID RESTOCK	85.28		85.28
1000595	04-27-23	ANSAFONE CONTACT CENTERS	ANSAFONE ANSWERING SERVICE	324.71		324.71
1000596	04-27-23	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 03.28.23	967.11		967.11
			UNIFORM SERVICES 04.04.23			
			UNIFORM SERVICES 04.11.23			
1000597	04-27-23	CASAMAR GROUP, LLC	B-81 LABOR COMPLIANCE	975.91	1,061.61	2,037.52
			HORTON NORTH BUILDING - COVE ELECTRIC			
			HORTON NOTH BUILDING - PURO CLEAN			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
			ON-CALL CONTRACT - LO LYNCH			
			ON-CALL WATER & SEWER REPAIRS - TRI-STAR			
1000598	04-27-23	CITIES DIGITAL INC.	LASERFICHE LICENSE & MAINTENANCE	8,680.00		8,680.00
1000599	04-27-23	DESERT FIRE EXTINGUISHER CO.,INC	ANNUAL FIRE EXTINGUISHER MAINTENANCE	2,160.31		2,160.31
1000600	04-27-23	DIAMOND CHEVROLET BUICK GMC	UNIT 323 - DOOR REPAIRS	166.32		166.32
1000601	04-27-23	GLENN B. DORNING, INC.	UNIT 416 - REPAIRS	1,317.00		1,317.00
1000602	04-27-23	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	1,835.71		1,835.71
1000603	04-27-23	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	SECURITY FOR HORTON PLANT	1,125.00		1,125.00
1000604	04-27-23	MANPOWER US INC.	STAFFING SERVICES - WWTP OIT	3,269.09		3,269.09
1000605	04-27-23	PARKHOUSE TIRE, INC	UNIT 394 - REPLACEMENT RIRES	1,105.67		1,105.67
1000606	04-27-23	ROBERT DALE STORER	TURF REBATE - STORAL	1,300.00		1,300.00
1000607	04-27-23	ROBERTO LOPEZ	R.LOPEZ - WORK BOOTS REIMB.	281.61		281.61
1000608	04-27-23	SO CAL GAS	MARCH 2023 GAS BILL	148.57		148.57
1000609	04-27-23	TED MEYER	TURF REBATE - MEYER	1,300.00		1,300.00
1000610	04-27-23	THE PC MANAGER LLC	BOARDROOM PC REPLACEMENT	795.40		795.40
1000611	04-27-23	TOTALENERGIES DISTRIBUTED	O&M SERVICE FEE - YEAR 4	5,307.00		5,307.00
1000612	04-27-23	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	81.45		81.45
1000613	04-27-23	VALLEY LOCK & SAFE	ALARM BATTERY PACKS - ADMIN	114.51		114.51
1000614	04-27-23	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	606.40		606.40
1000615	04-27-23	VESTED SOLUTIONS	DISINFECTION AND JANITORIAL SERVICES MARCH 2023	3,365.40		3,365.40
1000616	04-27-23	XEROX CORPORATION	ADMIN MAILROOM XEROX LEASE	343.73		343.73
99102608	04-06-23	WELLS FARGO BANK	AUTO DEP PPE 03.31.23	133,782.46		133,782.46
99102609	04-06-23	WELLS FARGO BANK	FED TAX DEP PPE 03.31.23	54,649.62		54,649.62
99102610	04-07-23	STATE OF CA EDD	STATE TAX PPE 03.31.23	10,615.02		10,615.02
99102611	04-06-23	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 03.31.23	17,794.65		17,794.65
99102668	04-11-23	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 03.31.2023	34,010.50		34,010.50
99102669	04-11-23	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS TIM'S RETRO ADJ.	47.32		47.32
99102672	04-12-23	DOWNING CONSTRUCTION, INC.	RETENTION PP#1	0.00	18,448.25	18,448.25
99102673	04-13-23	AFLAC	MARCH 2023 AFLAC DEDUCTIONS	2,304.74		2,304.74
99102728	04-14-23	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES - MARCH 2023	24,688.75		24,688.75
99102729	04-20-23	WELLS FARGO BANK	AUTO DEP PPE 04.14.23	137,374.42		137,374.42
99102730	04-21-23	WELLS FARGO BANK	FED TAX DEP PPE 04.14.23	55,178.04		55,178.04
99102731	04-21-23	STATE OF CA EDD	STATE TAX PPE 04.14.23	10,942.15		10,942.15
99102732	04-21-23	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 04.14.23	17,444.80		17,444.80
99102763	04-30-23	WELLS FARGO - WELLSONE	WELLSONE - MARCH 2023	58,794.56		58,794.56
99102806	04-03-23	WELLS FARGO BANK	MAR.2023 LOAN BILLING STATEMENT	53,200.00		53,200.00
PR040723	04-07-23	EMPLOYEES	PAPER PAYROLL CHECKS	899.66		899.66
PR042123	04-21-23	EMPLOYEES	PAPER PAYROLL CHECKS	0.00		0.00
			CURRENT CHECK TOTAL	1,170,281.0	215,906.1	1,386,187.1
TOTAL				1,170,281.07	215,906.12	1,386,187.19
129 records listed						

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL

# AGENDA REPORT

REGULAR BOARD MEETING MAY 15, 2023

## DIRECTOR REPORTS

### DIRECTOR REPORTS

(Per GC 53232.3(d) brief reports on meetings attended for which a daily stipend was claimed)

Date	Event	Attendees
4/4/2023	DHS CITY COUNCIL MEETING	MARTIN
4/4/2023	CSDA WEBINAR – HOW AND WHY INVOLVEMENT IN LAFCO MATTERS	MAYRHOFEN, DUFF
4/4/2023	DWA BOARD MEETING	GRIFFITH
4/6/2023	DVBA LEGISLATIVE MEETING	MARTIN
4/6/2023	BIA GOVERNMENT AFFAIRS LUNCHEON	MAYRHOFEN, DUFF
4/8/2023	CORBS DINNER & AWARDS	MARTIN
4/11/2023	CVWD BOARD MEETING	GRIFFITH
4/11/2023	DHS PLANNING COMMISSION MEETING	DUFF
4/13/2023	DVBA GENERAL MEMBERSHIP LUNCHEON	MAYRHOFEN
4/18/2023	DWA BOARD MEETING	GRIFFITH
4/19/2023	CWEA AWARDS LUNCHEON	MARTIN, DUFF, GRIFFITH
4/21/2023	BIA LUNCHEON W/CONGRESSMAN KEN CALVERT	MARTIN, MAYRHOFEN, DUFF
4/24-4/27/2023	LEGISLATIVE TRIP – WASHINGTON D.C.	GRIFFITH, SEWELL
4/27/2023	DVBA NETWORKING NIGHT	MAYRHOFEN

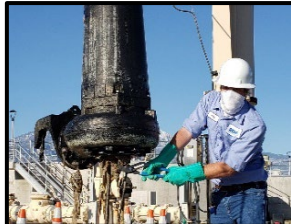
### (OTHER) MEETINGS ATTENDED (\*no daily stipend was claimed)

Date	Event	Attendees
4/13/2023	CVAG ~ CVCC & E&E MEETINGS	MARTIN
4/15/2023	WOMEN'S CLUB BBQ	MARTIN
4/20/2023	ROTARY BIG HEART AWARDS DINNER	MARTIN, GRIFFITH, SEWELL
4/22/2023	CITY CELEBRATION/BLOCK PARTY	MAYRHOFEN
4/26/2023	TRIBAL WATER AUTHORITY MEETING	MARTIN
4/27/2023	DVBA NETWORKING NIGHT	MARTIN



# General Manager's Report

## May 2023



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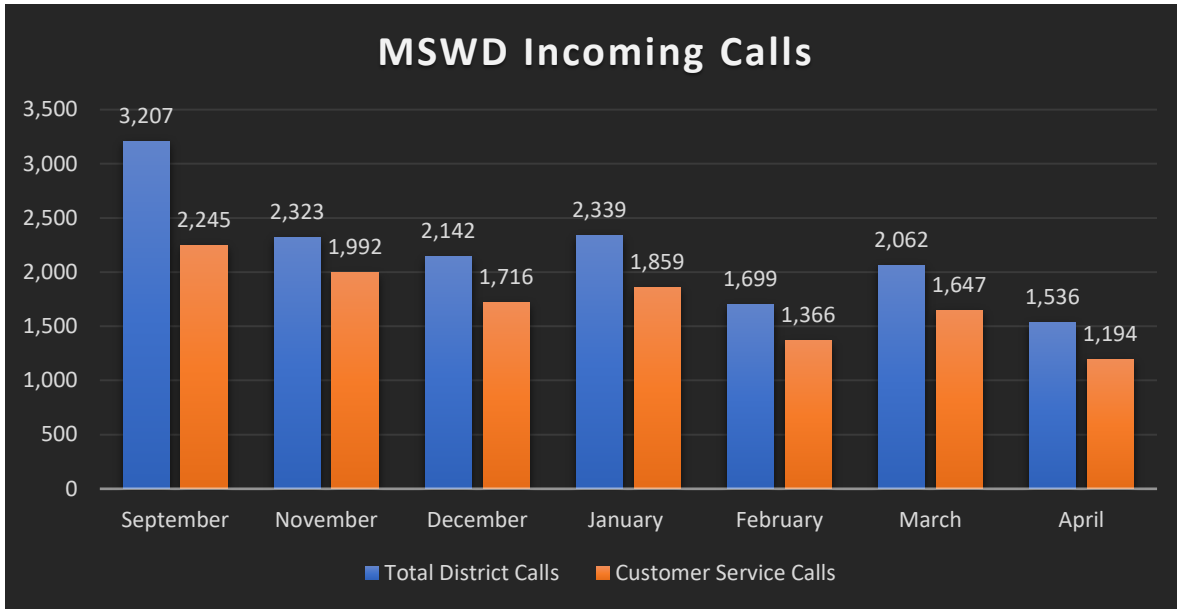


# ADMINISTRATION

## Customer Service

### Calls into the Customer Service Department

The District is seeing a consistent decrease in the number of calls in the last six months. The chart below represents total MSWD incoming calls and those received by the Customer Service staff.

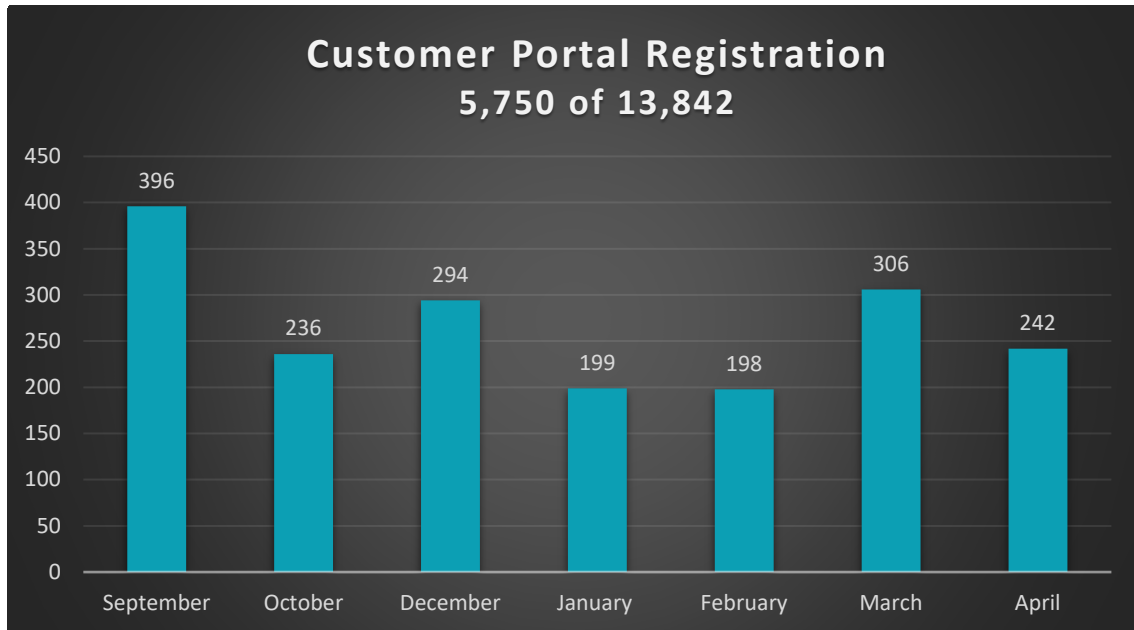


Most calls are related to payment plans, bill assistance information, demand/lien release requests, new property start/stop service, and account balance requests. The table below provides a summary of the number of calls by category received by the Customer Service staff.

Customer Request	Total for April 2023	Monthly Avg. for FY 2023	Total for FY 2023
Water Waste	1	5.70	57
High Bill Calls / Service Line Leaks	3	10.90	109
No Water	3	6.50	65
Disconnections by Request & Non-Pay	223	228.70	2,287
Reconnections by Request & Non-Pay	81	92.50	925
Service Transfers	94	86.10	861
New Customer / Roll Over Accounts	100	141.40	1,414
High/Low Pressure	2	5.00	50
Water Quality	1	1.90	19
Other / Miscellaneous	42	83.00	830

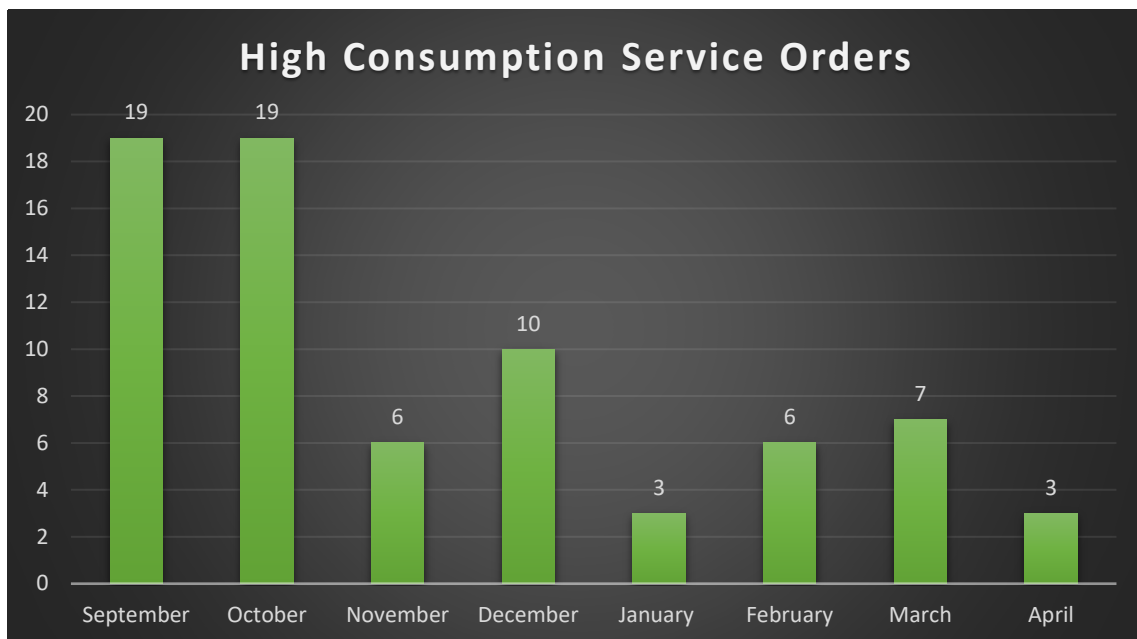
### Customer Portal

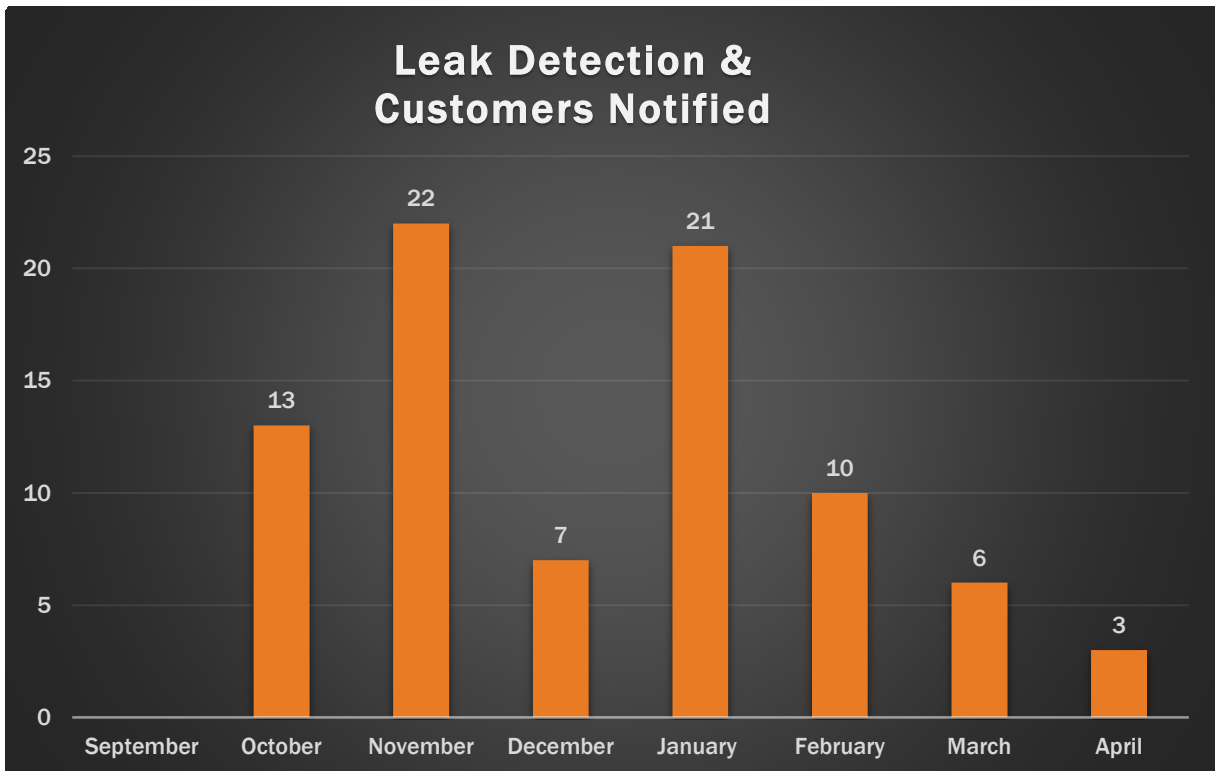
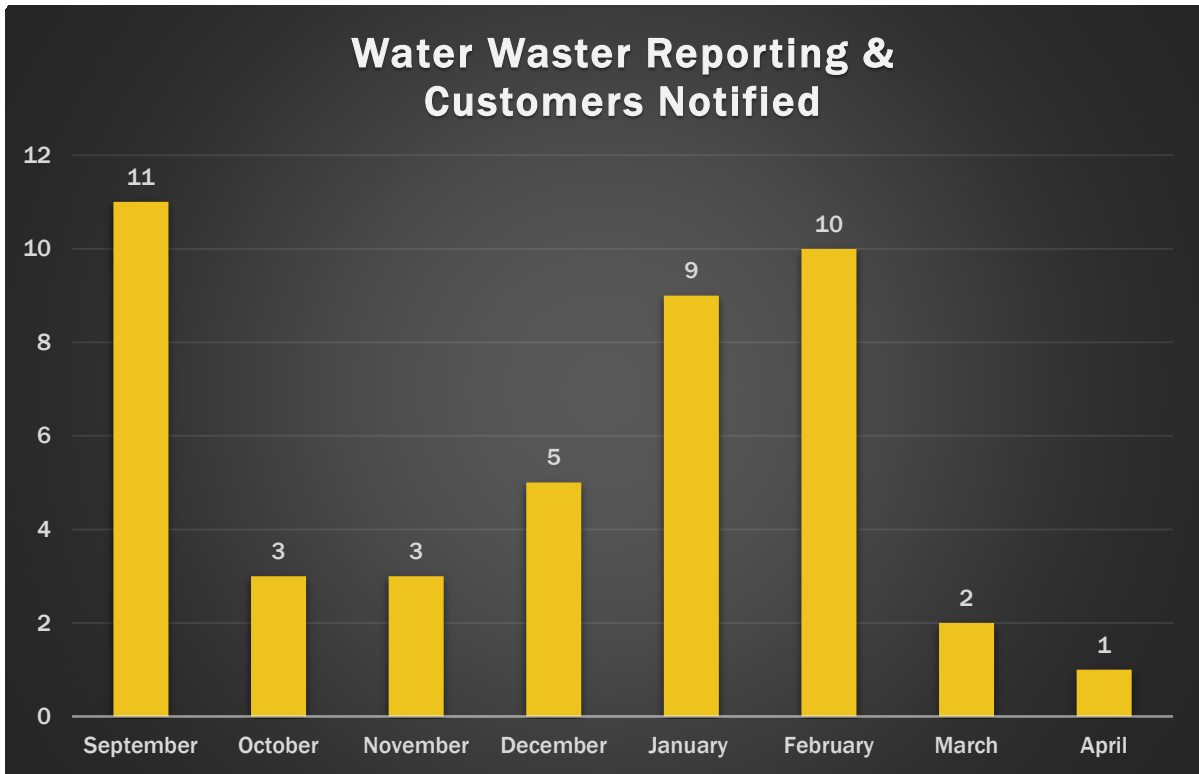
The District has implemented an AMI infrastructure and Neptune 360 portal. All customers are encouraged to sign up for the Customer Portal to access bills and leak alerts. Since launching the portal, customer adoption has reached 42%, or 5,750 customers registered so far.



### Monitoring of Customer Accounts

The District continues to leverage the new AMI infrastructure and Neptune 360 portal to investigate high consumption, identify water wasters, and detect leaks. The following charts represent the monitoring results for 13,842 customer accounts by the Customer Service staff.





### Customer Bill Assistance Programs

The District continues to facilitate bill assistance programs for the benefit of its customers. MSWD is hosting Utility Assistance Clinics on Monday, May 22, 2023 from 9:00am-12:00pm, and Thursday, June 8, 2023 from 1:00-4:00pm. Representatives from Riverside County Community Action Partnership, the United Way, Food Now, and Desert Valley Disposal will be in attendance for on-site program sign-ups and to provide community resources.

- The United Way Customer Bill Assistance Program continues to be utilized by those customers who need assistance one billing period annually, paying \$100 per approved customer.
- Riverside County's Low Income Household Water Assistance Program (LIHWAP) Care Program provides customers with a one-time payment towards their water and/or sewer bill up to \$2,000. This program will only run through August 2023 with federal funding.
- LIHWAP 2.0 is a new State funded contract that is not scheduled to begin until October 2023. Once LIHWAP 2.0 begins, previous customers may re-apply and will include customers who are current on their bills and qualify for assistance.
- Beginning March 13, 2023, LIHWAP will now be able to assist customers even if their account does not have an arrearage. When a customer is not past due on their bill, they will receive a base payment ranging between \$200-\$371. The amount the customer receives will depend on their household size and income.
- United Lift has assisted many customers and has exhausted current funding.

The table below summarizes the results of the customer bill assistance programs administered by the Customer Service staff.

Assistance Program	Customers Assisted in April 2023	Total Assistance in April 2023	Total Assistance in FY 2023
United Way of the Desert	3	\$300.00	\$7,900.00
LIHWAP / CAP Riverside	12	\$3,204.97	\$68,113.96
United Lift	0	\$0.00	\$8,058.96
MSWD Payment Plans Last Month	Previous Month Remaining to be Billed	MSWD Current Customer Payment Plans	Current Balance Remaining to be Billed
181	\$62,174.78	117	\$49,395.69



### Delinquency Service Disconnections

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.

Fiscal Year	Auto-Dialer Calls to Customers	Door Hangers to Property	Customer Contact to Make Payment Plan	Service Disconnections
<b>2022 – 2023</b> (Year to Date)	4,354	648	989	585
<b>2021 – 2022</b> (3/24/22 -6/30/22 due to Covid moratorium end)	1,937	494	378	286
<b>2020 – 2021</b> (Covid moratorium)	0	0	0	0
<b>2019 – 2020</b> (Covid moratorium started 3/9/2020)	7,182	1,760	814	667

### New Online Calendaring System

Need one-on-one assistance with your MSWD account? Skip the line and book an in-person appointment with a customer service representative. English and Spanish-speaking associates are available. Get help with the following:

- New Accounts
- Property Taxes and/or Liens
- Account Review
- And more!

<https://www.mswd.org/page/new-online-calendaring-system>



## Customer Bill Pay Options

MSWD Customer Service continues to provide customers with multiple options for bill payment.

- Payment Portal on MSWD.org/Customer Connect,
- Customers can pay at 7-11 or Walmart in Desert Hot Springs and must have their bills present. The addition of Walgreen's will be coming soon,
- Customer can drop payments (check or money order) in the drop box,
- Customers can call in and pay through the IVR system, or with Customer Service Representative assistance,
- PayPal, Google Pay, Apple Pay, or the QR code on the back of the bill. Customers can pay directly from their smartphone,
- Customers can pay in person at the District Lobby.

The graphic is a blue-bordered banner for MSWD (Mission Springs Water District) titled "BILL PAY OPTIONS". It is divided into four main sections, each with an icon and text:

- ONLINE:** MSWD.org/Paperless (Icon: Computer monitor with dollar sign)
- BY PHONE:** (760) 329-6448 (Icon: Phone with dollar sign)
- BY MAIL:** 66575 Second Street, Desert Hot Springs, CA 92240 (Icon: Mailbox with dollar sign)
- IN PERSON:** Drop off (Icon: Hand putting bill in mailbox)

At the bottom, under "OTHER OPTIONS:", logos for Walmart Pay, PayPal, PayNearMe, and "YOUR BANK'S E-PAY PROGRAM" are displayed.



## Finance and 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 April 2023.

### **Current Work Priorities**

The accounting team continued to provide documentation and coordinate with TKE Engineering to prepare reimbursement claims to the State for the Regional Water Reclamation Facility grant agreement.

The Long-Range Financial Plan RFQ bid period was completed and responses were reviewed and evaluated.

The Finance Department continues to update the procurement policy to meet District needs while ensuring it meets State and Federal laws.

The Accounting Department continues to support other departments as needed.

### Human Resources

- Processed retroactive pay for certification pay increases and merit increases.

### Information Technology

- Continue to evaluate the migration from Unidata to another ERP system.

### Customer Service

- Provided several corrections to customer service for customer accounts.
- Continued to work on the preparation for the Fiscal Year 2023-2024 Sewer Fee prepayment letters and listing.

### Public Relations

- Continued to work with Public Relations to answer customer questions related to assessment districts and questions about property tax statements.

### Engineering and Construction and Maintenance

- One new reimbursable job was requested by Construction and Maintenance.
  - Avenue Mirola water main hit – repair damage to water main during septic tank install
- Accounting staff continued to update the retention payment process for contractors opting to hold retention in escrow accounts.

## Budget

Budget transfers in April 2023 amounted to \$140,050 for routine laboratory testing.

## Audit

The Fiscal Year 2022-2023 interim audit field work has been scheduled for the week of June 26, 2023.

## Payroll

The Payroll Department continues to work with other departments to ensure timecards are prepared accurately.

## Cash

Total cash receipts for the month of April 2023 amounted to \$1,225,173 with the majority being mainly from normal bill payments.

Cash disbursements for the month of April 2023 amounted to \$1,386,187 with the largest payments going to:

- Net Payroll - \$271,156.88
- Tri-Star Contracting, Inc. - \$142,744.46
- Southern California Edison - \$113,960.11
- Payroll Taxes - \$109,827.66
- ACWA-JPIA Health Benefits Authority - \$95,848.80

## Innovation and 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 April 2023.

### Technology Improvements

The District continues its push toward paperless operations with the expansion of Laserfiche forms which staff are currently using for managing budgets and submitting overtime. Additional forms are in development along with continuous improvements in current forms.

Cybersecurity improvements continue to be made to improve District security.

Desktop computers and laptop upgrades continue as needed.

### On-Going Cyber Security Training

The IT Department continues the monthly anti-phishing training scenarios with staff and Board members. Staff has been diligent in reporting suspicious emails or contacting the IT Manager for review of suspicious emails before acting.



## 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 \$60,775.17, and the total issued for use by field crews totaled \$52,125.94, for April 2023.



## ENGINEERING AND OPERATIONS

### Engineering Department

Below is a list of Capital Projects and status updates for April 2023.

#### **Well 42 Project**

Construction is still on-hold due to revisions to the pumping and electrical equipment.

The contractor is in the process of procuring the well motor and pump assembly.

The design engineer, AECOM, is preparing revisions to the electrical sheets based on the motor horsepower change and will issue a bulletin in the coming weeks.

Construction will likely be on-hold for several more weeks while the equipment submittals are processed and the equipment is ordered, fabricated, and delivered to the site for construction and installation.

#### **AD-18 – GQPP Sewer Project Areas “H” & “I”**

Staff continued to negotiate with the property owner at the south end of Hildago Street for an easement needed to complete the proposed sewer pipe alignment.

#### **Well 22 Rehabilitation**

The well contractor, L.O. Lynch, continued progress on production test pumping to identify the well pumping capacity. After test pumping, the engineers will make decisions on the other proposed upgrades.

#### **Water and Wastewater System Comprehensive Master Plan Updates**

Staff is in the process of reviewing the draft water and sewer master plans and flow models.

Engineering and Operations staff are evaluating the breadth and depth of the proposed water CIP.

#### **AD-18 GQPP Sewer Project Area “D3-1”**

DWR has approved repurposing the grant funding for this project and combining with other grant funding for the Area D3 construction. Staff plans to prepare a grant amendment in the coming weeks.

#### **AD-18 – GQPP Sewer Project Areas “A” & “G”**

The design consultant, Genterra, continued progress on the 90% construction plans and specifications.

Staff has been in contact with Mission Lakes Country Club to verify the location and depths of their clubhouse and motel septic systems.

### **Backup Generators for Well Sites 27-31, 32, and 37 Projects**

Staff has completed the 95% review of the project plans and has returned them to the consultant for changes. The changes will allow the existing chlorine building to remain in place. The consultant has also been tasked to submit the plans to SCE and AQMD for review and approval as specified in their proposal. Technical specifications have been accepted and staff will complete them once a schedule is confirmed. Based on a meeting with the consultant, the generator for Well 27-31 (both located on the same site) is being relocated to the originally proposed location. The generator at Well 37 is being resized to eliminate future booster pumps at that location which will result in cost savings.

### **Supplemental Environmental Project**

On May 3, 2023, a pre-construction meeting was held with the potential bidders to review the project scope. Bids are expected to be received by May 18, 2023, and staff will have an agenda item prepared to award the contract at the June 2023 Board meeting.

### **Well 34 Rehabilitation**

Staff is completing the final review of the technical specifications. Staff anticipates bidding the project in the coming weeks.

### **Green Day Village Water Supply Assessment and Water Supply Verification**

The consultant, TKE Engineering, completed the draft Water Supply Assessment/Water Supply Verification (WSA/WSV). Staff has completed review of the WSA/WSV and is awaiting requested information from the developer before the WSA/WSV is finalized and submitted to the Board for acceptance.

### **Request for On-Call Professional General Engineering Services**

During the week of April 3, 2023, the District solicited and received several Statements of Qualifications from interested consultants and vendors for a multitude of service categories (environmental engineering, geotechnical consulting, civil, and design). Over the next several weeks, staff will review and rank them, and will prepare a Board report to award and execute contracts with the selected consultants.

### **Request for On-Call Conservation, Landscape Plan Check, and Inspection Services**

During the week of April 11, 2023, the District solicited and received several Statements of Qualifications from interested consultants and vendors for conservation, landscape plan check, and inspection services. Over the next several weeks, staff will review and rank them, and will prepare a Board report to award and execute contracts with the selected consultants.

## Regional Water Reclamation Facility

The project team continued processing submittals and responding to RFIs submitted by J.F. Shea Construction.

J.F. Shea Construction continued construction on the Regional Water Reclamation Facility. Through the month of April 2023, J.F. Shea Construction:

- Continued installing the operations building exterior panels, insulation, and interior conduits, cable trays, air ducting, etc.,
- Continued progress on forming and pouring of the Influent Pump Station and Headworks walls, channels, and slab.



The Project Team continued the process of contacting property owners to acquire right-of-way along 20<sup>th</sup> Avenue to construct the third required monitoring well, to be constructed at a later date.

The Project Team continued to monitor progress on the SRF/Grant funding application with the SWRCB. They completed preparation of the draft reimbursement request. However, the SWRCB is processing the Final Budget Approval. Once approved, staff will submit the reimbursement request.

### **Regional Water Reclamation Facility Conveyance Line**

Staff and the consultant, TKE Engineering, continue to coordinate with the CVCC on the final grant deed for an easement along Little Morongo Road.

The project team continued processing submittals and responding to RFIs submitted by Downing Construction, Inc.

Downing Construction continued working on obtaining their encroachment permit with the City of Desert Hot Springs. Potholing and construction will begin once the permit is obtained.



### **Area M2 Sewer Collection System (AD-15)**

Staff has completed checking the draft design package and will be returning it to the design consultant, AECOM, to finalize in the coming weeks.

The Project Team is working with the design consultant to incorporate water service replacements throughout the project area.

### **RWRF Roadway Design (19<sup>th</sup> Avenue, Little Morongo Road, and 20<sup>th</sup> Avenue)**

The design consultant, TKE Engineering, completed the roadway geometric design. The geometric design will be submitted to the City of Desert Hot Springs for approval in the coming weeks.

## Operations & Maintenance

### **Construction & Maintenance**

#### Water Line Locations

Staff completed approximately 411 water line location requests. Staff continued to use iPads with the GeoViewer Mobile app to streamline and manage line locations.



#### Water System Repairs/Replacement

Staff replaced two water service lines were replaced with copper, repaired seven service line leaks, repaired four mainline leaks, and replaced three fire hydrants.



#### Water System Maintenance

Staff continued to implement preventative maintenance and inspection programs keeping the water distribution system in optimum working order and properly functioning without any interruption. Below is a summary of the maintenance completed in April 2023.

- 290 ground valves were exercised,
- 103 fire hydrants were flushed, maintained, and painted,
- 64 air-release valves were inspected and/or rebuilt. The annual maintenance program has now been completed for this year,
- 12 Cla-Val valves were inspected,
- No blow-offs were flushed. The annual maintenance program is now completed for this year.



### CMMS Workorder Program

A total of 14 work orders were processed in April 2023 using the CMMS program.

### New Water Meter Service Installation

Staff installed 10 new water service lines in April 2023.

### Fire Flow Testing

Staff continues performing field fire flow tests for the Engineering Department. 11 fire flow tests were conducted in April 2023.

## **Fleet and Facility Maintenance**

### Janitorial Services

All District buildings continue to be cleaned and disinfected weekly, Tuesday through Friday, by our janitorial company. Routine disinfection is completed four times per week and routine janitorial services are completed twice a week (Wednesday and Friday). Staff is preparing bid documents and intends to solicit bids in April 2023.

### Building Maintenance

- Staff performed cleanup in the area between the block wall and fence on the west property line of the Corporate Yard,
- Two bulbs were replaced in the east hallway of the Administration Building,
- Two ballasts were replaced on light fixtures in the Maintenance Shop office,
- Lubrication service was performed on the overhead doors and gears in the Maintenance Shop,
- The air vent was replaced on the east Conex Storage Box,
- Replaced the air chuck at the gas pumps,
- Repaired a tear around the vent for the AC to the Maintenance Shop office,
- Performed weed abatement inside the Corporate Yard.

### Standby Generator Monthly Maintenance Program

This testing ensures the generators are functioning correctly and ready to be used when needed. There were no generator issues in April 2023, however, the 230KW Cummins portable generator remains out of service. Staff reviewed bids for replacement generators and plans to bring the purchase recommendation in front of the Board at the May 2023 meeting.

### Fleet Maintenance/Repairs

- Preventative maintenance service was performed on Units 388, 402, 410, 418, and 428,
- Superficial damage repaired and all taillights replaced on Trailer 345,
- Trailer plug replaced on Unit 409,

- Hydraulic line for the Gannon replaced on Unit 367,
- Operating handle nut and bolt replaced on Unit 346,
- Chlorine barrel mount reinstalled in the bed on Unit 412,
- Left front brake magnet and sight glass on hydraulic pump replaced on Unit 385,
- Left front outer hub resealed on Unit 389.

## Wastewater Collections

### Sanitary Sewer Overflows (SSOs)

There were no Sanitary Sewer Overflows (SSOs) in the collection system during April 2023.

### Dos Palmas Lift Station

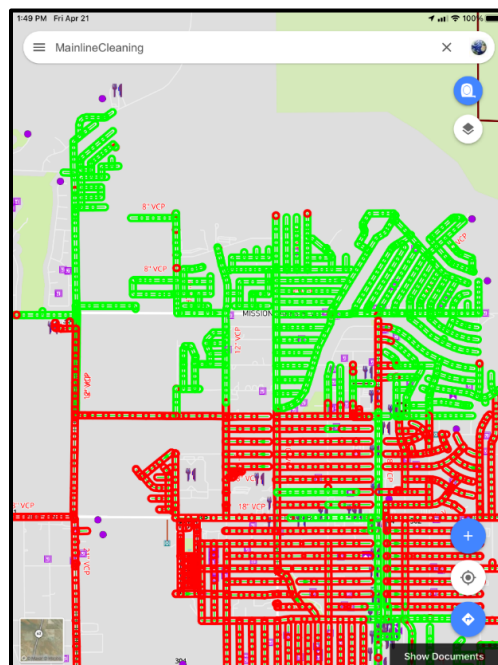
There were no problems at the Dos Palmas Lift Station. The operators continued to visit the site each day to check proper pump operation, ensure the SCADA system is working properly, and check site security. Staff is waiting for the replacement flow meter.

### Sewer Line Locations

Staff completed 425 sewer line location requests. Staff continues to use iPads with the GeoViewer mobile application to streamline and manage line locations.

### Sewer Line/Collections Maintenance

- Staff completed two inspections using CCTV in April 2023,
- Staff vacuumed out rags and grease from the Dos Palmas Lift Station and from the outfall box on aeration tanks 4 and 5. Staff also vacuumed out four sludge beds and three scum beds at the Desert Crest WWTP,
- Staff cleaned approximately 8.26 miles of sewer mainline in April 2023.





## Wastewater Treatment

### Plant Maintenance

Staff spent a combined 421.5-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 147-man hours operating the sludge belt filter press, including filling and removing zero trailers of sludge from the Horton and Desert Crest WWTPs. Efforts continue to secure a replacement sludge hauler for long-term sludge hauling. In the interim, staff worked with a company to haul away 14 trailers in April 2023, which included the sludge being stored at the plant.

### Horton Plant Cleanup

Wastewater staff worked to clean up all of the blow sand, trash, and weeds from the many windstorms. With all staff members doing this together as one unit, staff prevented any injuries by sharing the load of shoveling blow sand and cleaning the plant in roughly 1.5 hours.



### Sampling

Staff collected 48 samples and spent 72-man hours performing laboratory duties and analysis for process control and regulatory reporting purposes. Both wastewater treatment plants are producing an effluent that meets the District's permit discharge requirement.

Staff continued to perform monthly groundwater sampling and sound water levels at the groundwater monitoring wells for the Wright WRF.

Park and Pond Fence Line

Staff cleaned and removed trash, trees, and bushes from the Horton WWTP along the fence line to the park.



Pond Maintenance

Staff cleaned and rehabilitated Ponds 1, 2, 3, 4, 5, 6, 7, and 8 in April 2023. Pond 7 was cleaned twice.



### Weekly Wastewater Training

Staff continues to conduct a weekly department “Wastewater Training” program. These training courses are intended to provide all operators with consistent knowledge and a better understanding of processes, including operating equipment in a more proficient manner. This training also aids in keeping operators safe when completing maintenance. This month’s training included:

- New Sludge Trucks: What To Look Out For
- Sludge Trailer Rear Door
- Tuesday Sampling



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

	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17
July	4	18	8	7	9	51	2
Aug.	26	20	4	1	8	53	2
Sep.	20	20	5	2	12	8	11
Oct.	13	36	9	4	8	12	4
Nov.	8	29	50	10	9	7	7
Dec.	8	12	9	3	3	64	1
Jan.	35	14	21	7	1	16	8
Feb.	4	7	23	5	1	42	0
Mar.	24	17	48	1	0	23	5
Apr.	16	7	18	3	3	15	30
May		16	17	11	3	20	45
June		2	21	7	3	6	70
<b>Annual Total</b>	<b>158</b>	<b>198</b>	<b>233</b>	<b>61</b>	<b>60</b>	<b>317</b>	<b>185</b>

Additional sanitary service connection information is provided in Appendix B.

The following table shows the average daily flow and peak daily flow for the Horton and Desert Crest WWTPs.

Monthly Wastewater Flows

<b>WASTEWATER FLOW MGD</b>				
2022/23	HORTON PLANT		DESERT CREST	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.980020	2.086591	0.038856	0.045610
Aug.	2.007484	2.156507	0.043378	0.051750
Sep.	2.085598	2.243680	0.042339	0.047130
Oct.	1.980283	2.266199	0.045616	0.052230
Nov.	1.966075	2.124845	0.045861	0.050330
Dec.	1.963779	2.145901	0.041817	0.050300
Jan.	1.954007	2.142796	0.043181	0.048220
Feb.	1.917610	2.093768	0.041724	0.056170
Mar.	1.977725	2.134190	0.042863	0.047530
Apr.	2.047194	2.217048	0.037373	0.047160
May				
June				

Additional wastewater flow information is provided in Appendix B.

## Water Production

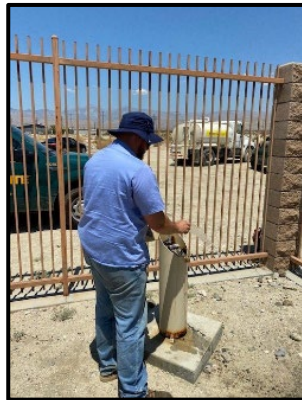
### Water Pumped/Produced

During the month of April 2023, the District's three public water systems produced the following quantity of water:

- MSWD (CA3310008) – 529 Acre Feet (172.48 MG)
- Palm Springs Crest (CA3310081) – 6.14 Acre Feet (1.995 MG)
- West Palm Springs Village (CA3310078) – 16.88 Acre Feet (5.50 MG)

### Water Sampling/Testing

- Staff collected 62 routine bacteriological (Bac-T) samples and 15 general physical samples in April 2023 (total of all three systems).
- The MSWD Monthly Coliform Monitoring Report for April 2023 was sent to the State Water Resources Control Board on May 10, 2023.
- The monthly uranium sampling at Well 26A was completed on April 5, 2023.
- Staff increased the General Physical (GP) sampling quantities due to new regulatory requirements. The new minimum GP requirements for the main Desert Hot Springs system are now 13 monthly samples.
- Wells 26 and 31 were sampled for Gross Alpha, Uranium, and RAD 226/228 on April 6, 2023. This was in response to the normal sampling schedules as reflected on the Drinking Water Watch site.



### Chlorination System Updates

- Staff continued to conduct routine chlorine pump maintenance and inspections at all well sites, making necessary adjustments to all chlorine pumps and/or their related equipment, ensuring proper operation and repairing/rebuilding as needed. All chlorinators are functioning properly in April 2023, with only typical preventative maintenance for these pumps. The chlorinators in ID-E were cleaned on April 6, 2023.
- Staff found a cracked chlorine discharge line at Well 37 on April 3, 2023. This tubing was replaced along with the injection quill.

- During the month of April 2023, a total of 942 gallons of chlorine (12.5% solution strength) was injected into the distribution system at the production facilities. (Reflects usage in Desert Hot Springs and ID-E systems)
- During the month of April 2023, the Production staff checked and documented the chlorine residuals at all the wells that are in-use a total of 200 times. The average chlorine residual of these 200 readings was 0.86 ppm. (Reflects data in Desert Hot Springs and ID-E systems)
- Staff performed the monthly maintenance for the analyzer located at the Valley View Reservoir. Staff changed the reagents and cleaned the analyzer sample cell.
- During the month of April 2023, the Production staff checked and documented the chlorine residuals throughout the distribution system a total of 94 times. The average chlorine residual of these 94 readings was 0.62 ppm. (Reflects data in Desert Hot Springs and ID-E systems)



### Well Soundings

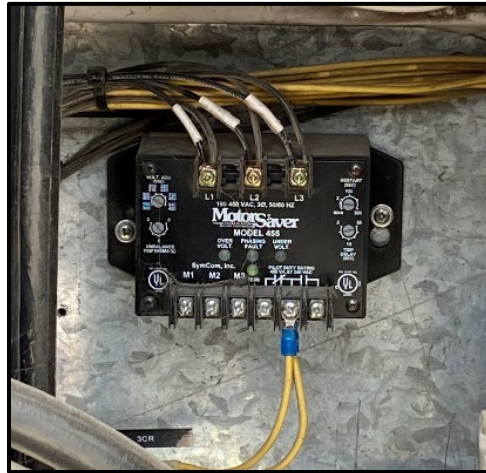
Staff continued to sound the groundwater levels for 13 production wells and nine monitoring wells. Staff completed the soundings in ID-E by April 6, 2023, and the soundings in Desert Hot Springs were completed by April 26, 2023.



### Production Facility Updates

Staff continued to oversee all water production sites making necessary adjustments. Staff routinely climbs reservoirs and conducts monthly overflow maintenance as needed. Staff also conducts reservoir roof inspections using a drone.

- Motor Savers – The motor saver installations are almost complete. These should be completed during the first couple of weeks in May 2023.



- Well 22 Rehabilitation – The contractor, L.O. Lynch, gave a target completion date by the end of April 2023.
  - Both the mechanical and chemical rehabilitation methods have been completed.
  - The test pump was installed in April 2023. The test pumping should commence during the first week of May 2023.



- Well 33 Rehabilitation – The installation of the new submersible pump and motor was completed on April 11, 2023. The well was disinfected on April 13, 2023, but additional disinfection needs to be performed due to a failed Bac-T sample on April 27, 2023. Staff is coordinating with L.O. Lynch to complete this disinfection during the month of May 2023. Staff also determined the air tubing line used for well soundings is 426 feet in length. This was verified using the sounding wire method and cross-referencing this with the data that was collected during the rehabilitation test pumping.
- Well 33 Suction Reservoir – The reservoir was cleaned by staff on April 11, 2023. It was disinfected on April 25, 2023, and sampled for Bac-T on April 26, 2023. This bacteriological sample PASSED. The reservoir is currently isolated from Well 33 as staff awaits a passing Bac-T result for Well 33.
- Terrace Booster Station – Terrace Booster 1 was pulled on March 7, 2023, for repairs. The contractor, L.O. Lynch, is anticipating completion during the first couple weeks of April 2023. Once Booster 1 is replaced, staff will move onto repairing Booster 2. So far, Boosters 1, 3, and 4 have been repaired. Boosters 2, 5, and 6 remain. The contractor has been having issues setting the Booster 1 Pump due to leakage at the Can/Water Box flange. The contractor is working on a solution, and staff anticipates completion by mid-May 2023.
- Terrace Booster Station Wire Theft – On Easter Sunday, April 9, 2023, staff found wire was stolen from Terrace Boosters 3 and 4. With help from the Construction & Maintenance crew, staff was able to acquire and connect a temporary transfer pump to ensure water delivery to the High Northridge Reservoir. KSM Electric was called and was able to replace the wire and return the pumps back to normal operation that same day. MSWD customers did NOT experience any water outages. Additionally, staff was able to install a new Ring security camera at Terrace to improve site security. A big thank you goes out to Hi Desert Water District for mutual aid support in loaning the District their portable transfer pump.
- Gateway Fire Pump Monthly Testing – Staff tested the pump on April 14, 2023. The pump and controls functioned correctly.
- Well 24 Electrical Rehabilitation Project – The project is complete, however, staff is unable to accept the project as the District is working with the contractor and subcontractors to complete outstanding corrections. The Motor Saver 777 device was removed on April 24, 2023, and the project is now complete. Staff is working on final as-built drawings and other formalities and will bring the notice of completion to the Board in June 2023.
- Quail Reservoir PLC enclosure – Staff replaced a small fence which provides protection to the Quail Reservoir PLC enclosure on April 26, 2023.
- Valley View Transducer – Staff replaced the water discharge pressure transducer at the Valley View Booster Station on March 14, 2023. This was due to an improper pressure range on the existing unit.



- Valley View Booster 1 – The bearing water lube line was replaced on March 9, 2023 due to leakage.
- Reservoir Seismic Valves – All seismic valves were serviced by AES during the first week of March 2023. All valves operated properly to protect against water loss in the event of a large seismic event.
- Mission Lakes Reservoir – Due to the recent rains, water was found in the electrical conduit for the solar charging system. Water was drained and the electrical connections were dried out and reconnected. The system is now charging properly.

#### Landscaping Update

Staff continues to oversee the landscape contract with Urban Habitat for 36 sites throughout the District. The contract is up for renewal in June 2023, and staff is finishing the bid documents and plans to solicit bids in early May 2023.

#### Water Production Staffing Update

The Water Production Department is now fully staffed. The District has hired Charles Bell and he started work on April 19, 2023.

#### Well 33 Solar Site

Staff continues to monitor the solar site. There is no performance report being provided this month. Staff finally received a response from Total Energies and we should be receiving updated reports by the end of April 2023.



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

	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17
July	6	18	7	4	5	7	2
August	28	19	6	10	5	3	2
September	22	23	18	2	14	4	13
October	16	33	13	3	21	8	3
November	10	27	10	16	4	0	7
December	9	9	2	17	3	3	2
January	26	14	15	6	3	20	1
February	14	8	13	8	5	11	1
March	29	19	16	2	3	6	5
April	24	6	11	1	3	7	11
May		19	15	12	5	11	9
June		1	24	11	2	8	2
<b>Annual Total</b>	<b>184</b>	<b>196</b>	<b>150</b>	<b>92</b>	<b>73</b>	<b>88</b>	<b>58</b>
<b>Avg./ Mo.</b>	<b>15.33</b>	<b>16.33</b>	<b>12.50</b>	<b>7.67</b>	<b>6.08</b>	<b>7.33</b>	<b>4.83</b>

Additional water service connection information is provided in Appendix B.

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 for each month.

Monthly Water Production

	FY 2022/23	Variance from prior year		FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19
	AF	AF	%	AF	AF	AF	AF
July	751.79	-44.78	-5.6%	796.57	857.77	853.23	857.20
August	850.19	10.26	1.2%	839.93	885.31	795.18	806.47
September	716.03	-22.62	-3.1%	738.65	784.80	757.08	689.47
October	691.98	26.80	4.0%	665.18	755.84	709.39	709.81
November	599.39	-80.46	-11.8%	679.85	690.13	619.87	631.75
December	554.27	-11.21	-2.0%	565.48	588.32	537.23	502.16
January	530.39	-49.89	-8.6%	580.28	537.96	553.20	570.20
February	490.41	-36.93	-7.0%	527.34	495.61	520.85	415.49
March	500.37	-101.07	-16.8%	601.44	625.80	557.73	490.92
April	552.34	-71.73	-11.5%	624.07	649.34	573.02	635.08
May		0.00	0.0%	745.36	723.62	698.99	598.36
June		0.00	0.0%	730.02	761.63	806.02	710.39
<b>TOTAL</b>		<b>-381.63</b>	<b>-5.8%</b>	<b>8094.17</b>	<b>8356.13</b>	<b>7981.79</b>	<b>7617.30</b>

Additional water production information is provided in Appendix B.

## Water Resources

Below is a list of water resources related activities for April 2023:

### **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.

Mayoma Dunes Water Company has reached out to join the CVRWMG. The CVRWMG will be processing the request in the coming weeks.

### **Mission Creek Subbasin Sustainable Groundwater Management Act Compliance**

The 2022 Alternative Plan Update for the Mission Creek Subbasin is still with the DWR for review, however, DWR doesn't anticipate completing reviews of alternative plans until 2024.

### **San Geronio Pass Subbasin Sustainable Groundwater Management Act Compliance**

DWR is currently reviewing the 2022 Groundwater Sustainability Plan for the San Geronio Pass Subbasin.

### **Indio Subbasin Sustainable Groundwater Management Act Compliance**

The 2022 Alternative Plan Update for the Indio Subbasin is still with the DWR for review, however, DWR doesn't anticipate completing reviews of alternative plans until 2024.

### **Salt and Nutrient Management Planning**

Staff attended the monthly Steering Committee meeting for the Coachella Valley Salt and Nutrient Management Plan (SNMP) on April 26, 2023.



## PUBLIC AFFAIRS

Below is a list of Public Affairs activities:

### Past and Upcoming Sponsorships / Events

#### CWEA Awards Presentation: April 19, 2023

During an awards ceremony hosted by the California Water Environment Association, Mission Springs Water District took home top State honors for the District's Protect Your Pipes Community Engagement and Outreach Campaign and finished second place for Plant Operations at the Alan L. Horton Wastewater Treatment Facility.



#### Desert Hot Springs High School/DVBA Women in Building Lunch & Learn: April 19, 2023

MSWD was a proud sponsor of a recent DVBA Women in Building luncheon at Desert Hot Springs High School. More than 25 students attended the event to learn about careers in the building industry. Presenters discussed careers beyond a typical construction job, including engineering and city/water-related jobs. The students asked many questions and enjoyed their lunch and swag bags.



Desert Hot Springs Rotary Big Hearts Award: April 20, 2023

The Desert Hot Springs Rotary Big Heart Awards honored individuals and local businesses for doing good in our community. This year's MSWD Person of the Year was Engineering Technician II Mike Platt, who has been active in the Desert Hot Springs community for many years. The fun-filled event also celebrated the Desert Hot Springs Rotary's 75<sup>th</sup> anniversary, which our own General Manager, Arden Warden, reflected on during a special toast and speech during the event.



Cabot Museum Earth Day Event: April 22, 2023

MSWD celebrated Earth Day by partnering with Cabot's Museum for a free exhibition. Attendees learned about the hot and cold water that helped spark the flame that would someday turn into the Desert Hot Springs community. As part of the festivities, attendees had free access to the museum and were treated to poetry by local students. In addition, MSWD staff hosted a resource booth in the courtyard promoting the history of our award-winning water and the District's efforts to protect this critical resource.



**Upcoming Sponsorships / Events**

MSWD Blood Drive: May 10, 2023, 7:00am – 1:00pm

Recognizing the continued need in our community, MSWD will once again partner with LifeStream to host an employee/community blood. As of this writing, more than 16 employees have signed up to make a life-saving donation.

Utility Assistance Clinic: May 22, 2023, 9:00am – 12:00pm

Representatives from Riverside County Community Action Partnership, the United Way, FoodNow, and Desert Valley Disposal will be in attendance for on-site program sign-ups and to provide community resources and support. Customers can qualify for as much as \$2,000 in financial support for their water or wastewater service.

Career Day at Painted Hills Middle School: May 24, 2023

Students at Painted Hills Middle School will learn about the source of their award-winning tap water and some of what it takes to get it to their homes during a special career day presentation being held at Painted Hills Middle School on May 24, 2023.

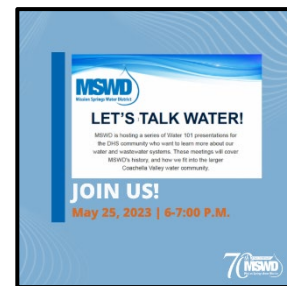


Water 101: May 25, 2023, 6:00 – 7:00pm

MSWD will host its third Spring Water 101 presentation at the Desert Hot Springs Library. The first session featured the MSWD water delivery system, the second featured the wastewater system, and the third session will cover finance, rate making, and customer service. A fourth session is scheduled for June 22, 2023, including regional planning and collaboration efforts.

Utility Assistance Clinic: June 8, 2023, 1:00 – 4:00pm

Representatives from Riverside County Community Action Partnership, the United Way, FoodNow, and Desert Valley Disposal will be in attendance for on-site program sign-ups and to provide community resources and support. Customers can qualify for as much as \$2,000 in financial support for their water or wastewater service.



*If any other events occur throughout the month, they will be communicated either from the Public Affairs team or Dori Petee.*

**Public & Media Outreach**

Sewer Pre-Payment Letter & Availability of LIHWAP Funds

Beginning March 13, 2023, the Low Income Household Water Assistance Program (LIHWAP) will assist customers even if their account has no past-due balance. Income-qualified customers can receive a base payment between \$200-\$371, depending on their household size and income. As this funding can be used towards sewer pre-payment, we are including an informational flyer on LIHWAP with each sewer letter and have updated the Q&A to explain the process. To avoid having fees roll onto the tax records, customers must provide a copy of their LIHWAP pledge and pay the balance of their sewer pre-payment before June 30, 2023.

Household Size	Monthly Income
1	\$2,700.77
2	\$3,381.60
3	\$4,361.83
4	\$5,192.75
5	\$6,032.59
6	\$6,854.43
7	\$7,010.21
8	\$7,566.00
9	\$7,221.78
10	\$7,477.56

FOR MORE INFORMATION CONTACT:  
(951) 955-4960  
www.capriverside.org

In addition to hosting on-site utility assistance clinics and promoting the LIHWAP program, the District is increasing communications about the sewer pre-payment option on its website and through social media in May through June 2023.

LIHWAP Utility Assistance Clinics

As noted in the upcoming events, MSWD is hosting free Utility Assistance Clinics in both May and June 2023. Representatives from Riverside County Community Action Partnership, the United Way, Food Now, and Desert Valley Disposal will be in attendance for on-site program sign-ups and to provide community resources. We are promoting the clinics with paid and unpaid social media posts, flyers, e-blasts, and pre-recorded automated phone calls to customers currently delinquent on their accounts. Programs and services being promoted at the clinics include:

- United Way Help2Others Bill Assistance Program continues to be utilized by customers who need financial assistance annually,
- LIHWAP Care Program provides customers with a one-time payment towards their water and/or sewer bill of up to \$2,000,
- FoodNow, which provides free food and other food-related resources,
- Desert Valley Disposal is continuing to partner with the District to spread the word about proper food disposal procedures.

Do you qualify?

Household Size	Yearly Income
1	\$32,402.04
2	\$42,372.00
3	\$52,341.96
4	\$62,313.00
5	\$72,283.08
6	\$82,253.16

Example 2023 LIHWAP Income Guidelines.  
Visit [www.capriverside.org](http://www.capriverside.org) for a complete list of qualifications.

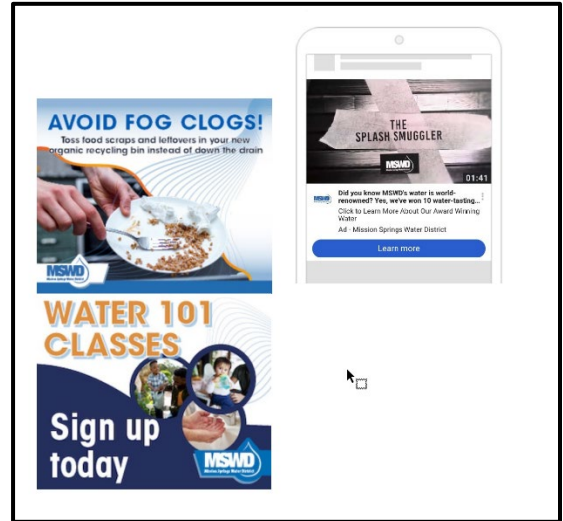
News Release: MSWD Wins State & Regional CWEA Wastewater Awards

Following the California Water Environment Association State Awards, MSWD issued a news release heralding the news of both the state and regional awards. We received coverage on Social Media, the Desert Hot Springs Women's Club Bulletin, and the El Informador.

MSWD Digital Advertising

The District featured four Google and Facebook/Instagram ads promoting our videos, the Protect Your Pipes campaign, and our Water 101 classes. Our Facebook ads garnered more than 169,616 impressions and 336 link clicks.

Our Google campaign garnered 175,054 impressions and 374 link clicks. A full report is included in Appendix C.



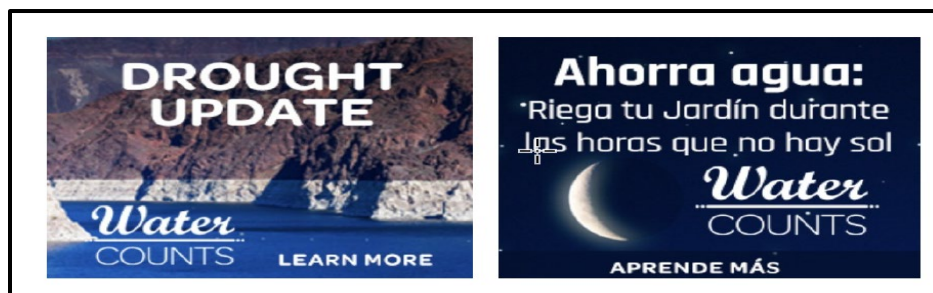
Social Media

A copy of the April 2023 social media report can be found in Appendix C. This report highlights activities and posts on the District's social media platforms. Across all platforms, we gained 25 new followers, with the most significant gains on Instagram. Total impressions were up to more than 209,000. Our three posts with the highest reach were our welcome to Julio Martinez, the Mission Lakes Country Club homeowner event, and the Senior Inspiration awards post.

3 Highest Reach Posts		
	Please join us in welcoming Julio Martinez, who is rejo...	584
	+1 Proud to be at MLCC today sharing our award-winning water!	409
	+2 Proud to sponsor today's Sr. Inspiration Awards. Congratu...	296

CV Water Counts

The digital campaigns generated more than 118,000 video impressions during the month, 288,000 banner ad impressions, and 71,000 impressions on Facebook and Instagram. In addition, there were 5,110 page views, with 44% of the views being on mobile, 21% on desktop, and 33% on tablet. The most-viewed pages were Conservation Tips, the "Slew of Storms Improve Water Outlook and Eases Restrictions" article, the Homepage, and the Rebates page. In addition, the e-Newsletter open rate has increased to an impressive 60.04% (the industry open rate is 16.97%). A full report is included in Appendix C.





## Legislative Update

In April 2023, members of the Board and management team had the opportunity to meet and discuss the District's Groundwater Quality Protection Project with representatives from the DC offices of Senator Feinstein, Senator Padilla, Congressman Ruiz, ACWA Legislative staff, and senior administrators from the Army Corps of Engineers. This promoted a follow-up District tour and discussion from Senator Feinstein's LA Office staff on May 5, 2023.

Both Senators Feinstein and Padilla have advanced the District's Community Project requests for funding in FY 2024. We will update the Board as these requests continue to make their way through the Senate Appropriations Subcommittees. We hope these bills will go before the full Appropriations Committee in the coming months. At that point, we will be able to see the final list of community project requests that have been included.

A full legislative update from Carpi & Clay is included in Appendix A.

## Rebates & Conservation

The Public Affairs team continued to promote rebates and conservation throughout our service territory during April 2023.

### Toilet Rebates

Staff funded one toilet rebate application was received in April 2023. A total of 50 toilets have been funded since July 2022.

### Turf Rebates

Staff funded three turf rebate applications in April 2023, totaling \$4,800.00, and have three pending applications totaling \$86,055.00.

### Conservation Kits

Staff received no requests in April 2023. A total of 73 kits have been provided since July 2022.



Bottled Water Tracking Report

Water Donations for April 2023

Date Supplied	Requests Filled	Event or Purpose	# Cases Requested
4/7/2023	Living Word in the Desert	Easter Sunday event	6
4/10/2023	CVCAN	Desert Haze VIP Zone	10
4/19/2023	DHSHS	Lunch and Learn w/students & Community	2
4/20/2023	Rotary Club	Big Heart Awards Dinner	9
4/22/2023	Cabot's Pueblo Museum	Earth Day Celebration	4
4/29/2023	Jeff Bowman	Ron Gilbert's memorial	2
4/31/2023	Art Foundation DHS	Golf Fundraiser	4
	<b>Total Cases</b>		<b>37</b>





APPENDIX A – Federal Update from Carpi & Clay

## Mission Springs Water District Federal Update

April 28, 2023

### President Biden Signs Resolution Ending COVID-19 National Emergency

On April 10<sup>th</sup>, President Biden signed a joint resolution ([H.J. Res. 7](#)) to terminate the national emergency related to the COVID-19 pandemic. The national emergency was declared March 12<sup>th</sup>, 2020.

### President Biden Announces New Environmental Justice Office

President Biden signed an Executive Order (EO), *Revitalizing Our Nation's Commitment to Environmental Justice for All*, that outlines additional Administration environmental justice (EJ) policy goals and establishes the Office of Environmental Justice within the White House Council on Environmental Quality. The office will be led by a Federal Chief Environmental Justice Officer and will coordinate the implementation of EJ policies across the federal government. Text of the EO can be found [HERE](#), and fact sheet can be found [HERE](#).

### OIRA Proposes Changes to Federal Rulemaking Process

The White House Office of Information and Regulatory Affairs (OIRA) released a proposal to revise the federal rulemaking process. OIRA's proposed revisions include raising the threshold for rules deemed economically significant enough to require White House vetting from \$100 million to \$200 million, as measured in annual economic impacts, and changes to guidance on valuing discount rates and avoided costs for low-income and disadvantaged communities. Comments are due by June 6<sup>th</sup> and more information can be found [HERE](#).

### President Biden Vetoes WOTUS Disapproval Resolution

On April 6<sup>th</sup>, President Biden vetoed a joint resolution under the Congressional Review Act ([H.J. Res. 27](#)) disapproving of the Administration's new Waters of the United States (WOTUS) rule. The rule went into effect in all states in March except Idaho and Texas due to an injunction issued by a federal judge. The injunction will remain until the Supreme Court issues its opinion in the upcoming *Sackett v. EPA* case.

### Reclamation Releases Draft SEIS for Near-Term Colorado River Operations

The Bureau of Reclamation (Reclamation) released a draft Supplemental Environmental Impact Statement (SEIS) for Near-term Colorado River Operations. Reclamation is proposing to revise the 2007 Interim Guidelines for the operation of the Glen Canyon and Hoover Dams beginning in the 2024 operating year to address the potential for continued low-runoff

conditions in the Colorado River Basin. According to Reclamation, the potential impacts of low runoff conditions in the winter of 2022–2023 and the remainder of the interim period (prior to January 1<sup>st</sup>, 2027) pose unacceptable risks to routine operations of Glen Canyon and Hoover Dams. The draft SEIS discusses three alternatives that Reclamation is currently considering. Written comments are due by May 30<sup>th</sup>, and Reclamation plans to hold several public meetings in May. The draft SEIS can be found [HERE](#).

## Census Bureau Publishes Population Estimates Challenge Final Rule

The U.S. Census Bureau published its final rule for the Population Estimates Challenge Program. This program provides local governmental entities with an opportunity to submit requests challenging the Census Bureau’s population estimate of their jurisdiction beginning with the population estimates for 2022, known as the “Vintage 2022” series, set for release in 2023. The final rule revises the evidence required to support a challenge, increases communication with local governments, and updates rule references to Census Bureau data. More information can be found [HERE](#).

## Legislation to Restore Tax-Exempt Status of Advance Refunding Bonds Introduced in the House

Representatives Dutch Ruppersberger (D-MD) and David Kustoff (R-TN) reintroduced the *Investing in Our Communities Act* ([H.R. 1837](#)). This legislation would restore the tax-exempt status of advance refunding municipal bonds used by state and local governments to finance infrastructure and capital projects. The *Tax Cuts and Jobs Act* in 2017 eliminated the tax-exempt status as a spending offset. The bill was referred to the Ways and Means Committee.

## Federal Funding Opportunities/Announcements

**EPA Announces \$6.5 Billion for Drinking Water Infrastructure Through DWSRF.** EPA announced \$6.5 billion in FY 2023 BIL funding for states, tribes, and territories for drinking water infrastructure upgrades through the Drinking Water State Revolving Fund (DWSRF). The list of DWSRF allocations can be found [HERE](#).

**EPA Announces \$41 Million in America’s Water Infrastructure Act Funding.** EPA announced \$41 million in technical assistance funding through the *America’s Water Infrastructure Act*. The funding was awarded to nine technical assistance providers to assist rural, small, and tribal communities in assessing water needs, identifying solutions, and accessing federal project funding. More information can be found [HERE](#).

**Reclamation Announces Availability of \$2 Million for Desalination and Water Purification Research Grant.** Reclamation announced the availability of \$2 million for the FY 2023 Desalination and Water Purification Research Program Pitch to Pilot grant program. The program is designed to develop innovative, cost-effective, and technologically efficient ways to desalinate and treat water. Applications are due June 20<sup>th</sup> and more information can be found [HERE](#).

**Reclamation Announces \$585 Million in BIL Funding for Water Infrastructure and Drought Resilience.** Reclamation announced \$585 million in funding authorized by BIL for 83 projects in 11 Western states. The funding supports projects that improve water conveyance and storage, increase safety, improve hydro power generation, and provide water treatment. The list of projects funded can be found [HERE](#).

**Reclamation Awards \$140 Million for Western Water Conservation and Efficiency Projects.** Reclamation awarded \$140 million for 84 water conservation and efficiency projects in 15 Western states. The list of projects funded can be found [HERE](#).

## Federal Agency Personnel/Regulatory Announcements

**EPA Grants Preemption Waivers for California Heavy-Duty Vehicle and Engine Emissions Standards.** EPA granted two waivers of preemption to the California Air Resource Board related to heavy-duty vehicle and engine emissions standards. The waivers for regulations include:

- **2018 Heavy-duty Warranty Amendments:** extends the emissions warranty periods for 2022 and subsequent model year on-road heavy-duty diesel engines and for 2022 and subsequent model year diesel vehicles with a gross vehicle weight rating exceeding 14,000 pounds powered by such engines.
- **The Advanced Clean Trucks (ACT) Regulation:** requires manufacturers to produce and sell increasing quantities of medium- and heavy-duty zero-emission vehicles (ZEVs) and near zero emission vehicles (NZEVs) in California. This waiver request also includes two additional regulations:
  - **Zero Emission Airport Shuttle Bus Regulation:** establishes steadily increasing zero-emission airport shuttle fleet composition requirements for airport shuttle fleet owners who service the 13 largest California airports.
  - **Zero Emission Powertrain (ZEP) Certification Regulation:** establishes certification requirements and optional emission standards for 2021 and subsequent model year medium- and heavy-duty ZEVs and the zero-emission powertrains installed in such vehicles.

More information on the California waivers can be found [HERE](#).

**EPA Proposes Consumer Confidence Report Rule Revisions.** EPA published a Notice of Proposed Rulemaking (NPR) to increase public access and awareness of Consumer Confidence Reports, also known as Annual Drinking Water Quality Reports. These reports provide information on local drinking water quality over the previous year. The NPR includes plans to improve readability, enhance communication with local entities, promote electronic delivery of reports, focus on lead levels, and require twice a year reporting for systems that serve more than 10,000 people. Comments are due May 22<sup>nd</sup> and more information can be found [HERE](#).

**EPA Publishes PFAS ANPRM.** EPA published an Advanced Notice of Proposed Rulemaking (ANPRM) seeking public input on future hazardous substance designations of per- and polyfluoroalkyl substances (PFAS) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), known as Superfund. EPA is seeking input on whether to designate additional PFAS, including HFPO-DA, sometimes called GenX, and compounds that degrade in the environment by processes such as biodegradation, photolysis, and hydrolysis, to form certain PFAS. EPA is also seeking information on whether some PFAS compounds can or should be designated as a group or category. Comments are due by June 12<sup>th</sup> and more information can be found [HERE](#).

**EPA Publishes 30<sup>th</sup> Annual U.S. Greenhouse Gas Inventory.** EPA published the 30<sup>th</sup> annual *Inventory of U.S. Greenhouse Gas Emissions and Sinks*. The inventory presents national-level overview of annual greenhouse gas emissions from 1990 to 2021, covering seven greenhouse gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and nitrogen trifluoride. More information can be found [HERE](#).

**EPA Publishes Climate Change and Children’s Health Report.** EPA published a report entitled *Climate Change and Children’s Health and Well-Being in the United States Report*. The report quantifies projected health effects for children related to extreme heat, air quality, changing seasons, flooding, and infectious diseases. More information can be found [HERE](#).

**Reclamation Publishes Climate Change Adaptation Strategy.** Reclamation published its *Climate Change Adaptation Strategy* outlining the agency’s approach to climate change adaptation and mitigation. The strategy includes four goals: increase water management flexibility, enhance climate adaptation planning, improve infrastructure resilience, and expand information sharing. The strategy can be found [HERE](#).

##    ##    ##



APPENDIX B – Wastewater and Water Production Tables



### WASTEWATER REPORT

SEWER CONNECTION SUMMARY											
	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13
July	4	18	8	7	9	51	2	1	139	2	0
Aug.	26	20	4	1	8	53	2	4	214	4	0
Sep.	20	20	5	2	12	8	11	2	90	2	1
Oct.	13	36	9	4	8	12	4	21	65	8	2
Nov.	8	29	50	10	9	7	7	1	52	18	7
Dec.	8	12	9	3	3	64	1	0	86	22	11
Jan.	35	14	21	7	1	16	8	3	27	3	11
Feb.	4	7	23	5	1	42	0	3	5	46	6
Mar.	24	17	48	1	0	23	5	0	31	16	2
Apr.	16	7	18	3	3	15	30	0	8	95	14
May		16	17	11	3	20	45	7	13	98	3
June		2	21	7	3	6	70	4	4	72	2
<b>Annual Total</b>	<b>158</b>	<b>198</b>	<b>233</b>	<b>61</b>	<b>60</b>	<b>317</b>	<b>185</b>	<b>46</b>	<b>734</b>	<b>386</b>	<b>59</b>

Connections to Sewer Collection System:

As of June 30, 2022

8665

Plus YTD

158

**Total Sewer Connections =**

**8823**

WASTEWATER FLOW MGD				
2022/23	HORTON PLANT		DESERT CREST	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.980020	2.086591	0.038856	0.045610
Aug.	2.007484	2.156507	0.043378	0.051750
Sep.	2.085598	2.243680	0.042339	0.047130
Oct.	1.980283	2.266199	0.045616	0.052230
Nov.	1.966075	2.124845	0.045861	0.050330
Dec.	1.963779	2.145901	0.041817	0.050300
Jan.	1.954007	2.142796	0.043181	0.048220
Feb.	1.917610	2.093768	0.041724	0.056170
Mar.	1.977725	2.134190	0.042863	0.047530
Apr.	2.047194	2.217048	0.037373	0.047160
May				
June				

WASTEWATER FLOW MGD				
2021/22	HORTON PLANT		DESERT CREST	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.987088	2.104457	0.042128	0.058130
Aug.	2.059728	2.224424	0.052436	0.064940
Sep.	2.061448	2.234327	0.049729	0.066370
Oct.	2.081568	2.223453	0.046618	0.051660
Nov.	2.084749	2.213652	0.048180	0.053880
Dec.	2.024843	2.311905	0.051887	0.068500
Jan.	1.984410	2.131439	0.048326	0.054720
Feb.	2.009623	2.139096	0.045334	0.052130
Mar.	2.028970	2.171029	0.045059	0.055840
Apr.	1.980131	2.131250	0.041919	0.046130
May	1.975843	2.097045	0.039858	0.047940
June	1.966058	2.095268	0.037201	0.047720

## WATER REPORT

WATER CONNECTION SUMMARY														
	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12	2010/11	2009/10
July	6	18	7	4	5	7	2	0	0	1	0	0	0	1
August	28	19	6	10	5	3	2	2	0	1	0	0	2	1
September	22	23	18	2	14	4	13	3	0	2	2	0	0	1
October	16	33	13	3	21	8	3	20	0	5	1	1	4	2
November	10	27	10	16	4	0	7	3	0	1	0	1	1	5
December	9	9	2	17	3	3	2	0	0	2	0	0	0	0
January	26	14	15	6	3	20	1	1	2	2	0	0	1	1
February	14	8	13	8	5	11	1	0	1	0	1	0	0	1
March	29	19	16	2	3	6	5	0	12	0	0	4	5	0
April	24	6	11	1	3	7	11	2	7	0	1	4	1	12
May		19	15	12	5	11	9	8	2	0	1	2	0	0
June		1	24	11	2	8	2	10	1	0	0	0	1	1
<b>Annual Total</b>	<b>184</b>	<b>196</b>	<b>150</b>	<b>92</b>	<b>73</b>	<b>88</b>	<b>58</b>	<b>49</b>	<b>25</b>	<b>14</b>	<b>6</b>	<b>12</b>	<b>15</b>	<b>25</b>
<b>Avg./ Mo.</b>	<b>15.33</b>	<b>16.33</b>	<b>12.50</b>	<b>7.67</b>	<b>6.08</b>	<b>7.33</b>	<b>4.83</b>	<b>4.08</b>	<b>2.08</b>	<b>1.17</b>	<b>0.50</b>	<b>1.00</b>	<b>1.25</b>	<b>2.08</b>

**Connections to Water System:**

As of June 30, 2022      13,337  
 Plus YTD                      184  
**Total Water Connections =      13,521**

WATER PRODUCTION														
	FY 2022/23	Variance from prior year		FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18	FY 2016/17	FY 2015/16	FY 2014/15	FY 2013/14	FY 2012/13	FY 2011/12
	AF	AF	%	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
July	751.79	-44.78	-5.6%	796.57	857.77	853.23	857.20	835.87	714.50	659.11	859.00	942.82	911.87	838.49
August	850.19	10.26	1.2%	839.93	885.31	795.18	806.47	829.93	808.54	706.62	730.71	828.60	853.85	959.02
September	716.03	-22.62	-3.1%	738.65	784.80	757.08	689.47	712.40	679.54	657.37	800.67	813.20	723.92	826.46
October	691.98	26.80	4.0%	665.18	755.84	709.39	709.81	733.86	678.33	575.86	716.30	716.09	788.55	789.71
November	599.39	-80.46	-11.8%	679.85	690.13	619.87	631.75	642.41	601.89	582.22	533.69	557.05	672.3	654.77
December	554.27	-11.21	-2.0%	565.48	588.32	537.23	502.16	584.24	520.63	503.10	590.83	633.09	520.3	575.27
January	530.39	-49.89	-8.6%	580.28	537.96	553.20	570.20	599.52	465.10	431.38	526.86	582.86	609.45	616.19
February	490.41	-36.93	-7.0%	527.34	495.61	520.85	415.49	512.79	453.39	483.92	506.49	522.87	507.31	561.24
March	500.37	-101.07	-16.8%	601.44	625.80	557.73	490.92	536.09	549.50	514.05	614.94	603.89	559.02	583.70
April	552.34	-71.73	-11.5%	624.07	649.34	573.02	635.08	644.06	540.56	502.36	622.58	664.05	744.77	645.93
May		0.00	0.0%	745.36	723.62	698.99	598.36	697.15	731.81	601.83	590.28	708.18	786.79	763.12
June		0.00	0.0%	730.02	761.63	806.02	710.39	688.74	732.68	685.93	706.34	812.96	780.86	794.00
<b>TOTAL</b>		<b>-381.63</b>	<b>-5.8%</b>	<b>8094.17</b>	<b>8356.13</b>	<b>7981.79</b>	<b>7617.30</b>	<b>8017.06</b>	<b>7476.47</b>	<b>6,903.75</b>	<b>7,798.69</b>	<b>8,385.66</b>	<b>8,458.99</b>	<b>8,607.90</b>

APPENDIX C – Public Affairs Information



# CVWC Digital Marketing Report

Website, Social, and Marketing Performance

**April, 2023**

by Hunter | Johnsen

## Google Ads Campaigns

 DISPLAY AD IMPRESSIONS  
CV WATER COUNTS

288,801

 SEARCH AD IMPRESSIONS  
CV WATER COUNTS

1,650

 VIDEO IMPRESSIONS  
CV WATER COUNTS

118,995

 CLICKS  
CV WATER COUNTS

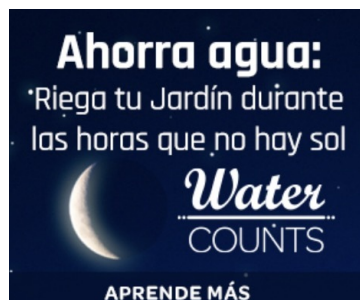
3,018

 CTR  
CV WATER COUNTS

0.74%

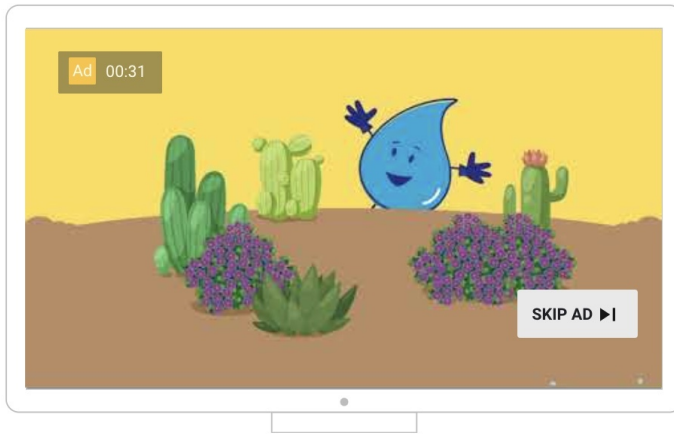
 GOOGLE PROGRAMMATIC DISPLAY AD CAMPAIGN PERFORMANCE  
CV WATER COUNTS

Campaign	Clicks	Impr.
CV Water Counts April 2023	1,370	178,994
Drought Update	1,020	135,709
Non-Daylight	350	43,285
CV Water Counts April 2023 Spanish	1,074	109,807
Drought Update	916	95,874
Non-Daylight Hours	158	13,933
	2,444	288,801



 GOOGLE YOUTUBE VIDEO AD CAMPAIGN PERFORMANCE  
CV WATER COUNTS

Account name	Impr.	Engagements	Video views	Clicks
CV Water Counts	118,995	49,060	25,313	328
CVWC Water Saving Tips YouTube Spanish April 2023	55,011	25,624	16,516	119
CVWC Water Saving Tips English YouTube April 2023	63,984	23,436	8,797	209
	118,995	49,060	25,313	328



## GOOGLE ADS PAID SEARCH CAMPAIGN PERFORMANCE

### CV WATER COUNTS

Campaign	Clicks	Impr.
CVWC Search Campaign 2022	246	1,650
	246	1,650



## KEYWORDS PERFORMANCE

### CV WATER COUNTS

Account name	Clicks	Impr.	CTR
CV Water Counts	219	1,400	15.64%
water rebates	100	417	23.98%
water service	30	357	8.4%
grass removal rebate	23	102	22.55%
water agency	19	186	10.22%
water company	15	205	7.32%
washing machine rebate	10	32	31.25%
toilet rebate	10	30	33.33%
water rebate program	5	19	26.32%
water service provider	4	18	22.22%
water agency map	3	34	8.82%
	222	1,462	15.18%

# Facebook Ad Campaigns

## FACEBOOK AD PERFORMANCE HUNTER JOHNSEN

Ad preview	Link Clicks	Impr.	Reach	Frequency	Page engagement
 <p><b>Every Drop Counts</b> </p> <p>cvwatercounts.com</p> <p>We're in a drought. We all need to reduce our water use by 15 percent. Water your yard during non-daylight hours. More water will reach the roots, and less water will evaporate.</p>	441	71,361	19,053	3.75	475
	441	71,361	19,053	3.75	475

# Website Information

## PAGEVIEWS

CV WATER - CV WATER COUNTS - CV WATER ...

5,110

## NEW VISITOR

CV WATER - CV WATER COUNTS - CV WATER ...

2,480

## RETURNING USERS

CV WATER - CV WATER COUNTS - CV WATER ...

738

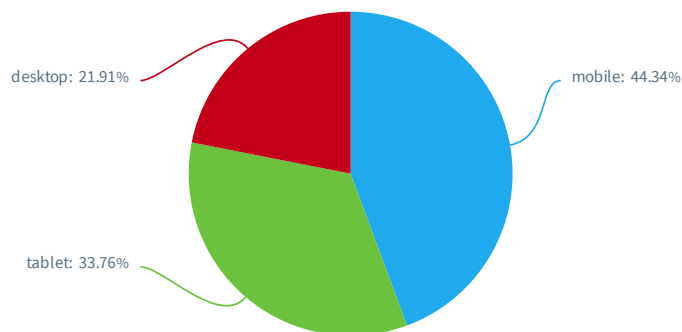
## PAGEVIEWS

CV WATER - CV WATER COUNTS - CV WATER COUNTS

Page Title	Pageviews
Conservation Tips - CVWater Counts	2,316
Slew of storms improve water outlook and eases restrictions - CV Water Counts	1,349
CV Water Counts	365
Rebates - CV Water Counts	219
Coachella Valley Water Conservation Water Rebate Map - CV Water Counts	211
10 Ways to Protect and Conserve Groundwater - CV Water Counts	42
CV Water Counts   Water Counts Academy - CV Water Counts	33
Learn - CV Water Counts	33
Plant of the Month: Trailing Lantana (Lantana Montevidensis) - CV Water Counts	31
About - CV Water Counts	26
	5,110

## SESSIONS / DEVICE CATEGORY

CV WATER - CV WATER COUNTS - CV WATER COUNTS



## PAGES / SESSION

CV WATER - CV WATER COUNTS - CV WATER ...

1.28

## AVG. SESSION DURATION

CV WATER - CV WATER COUNTS - CV WATER ...

46s

## BOUNCE RATE

CV WATER - CV WATER COUNTS - CV WATER ...

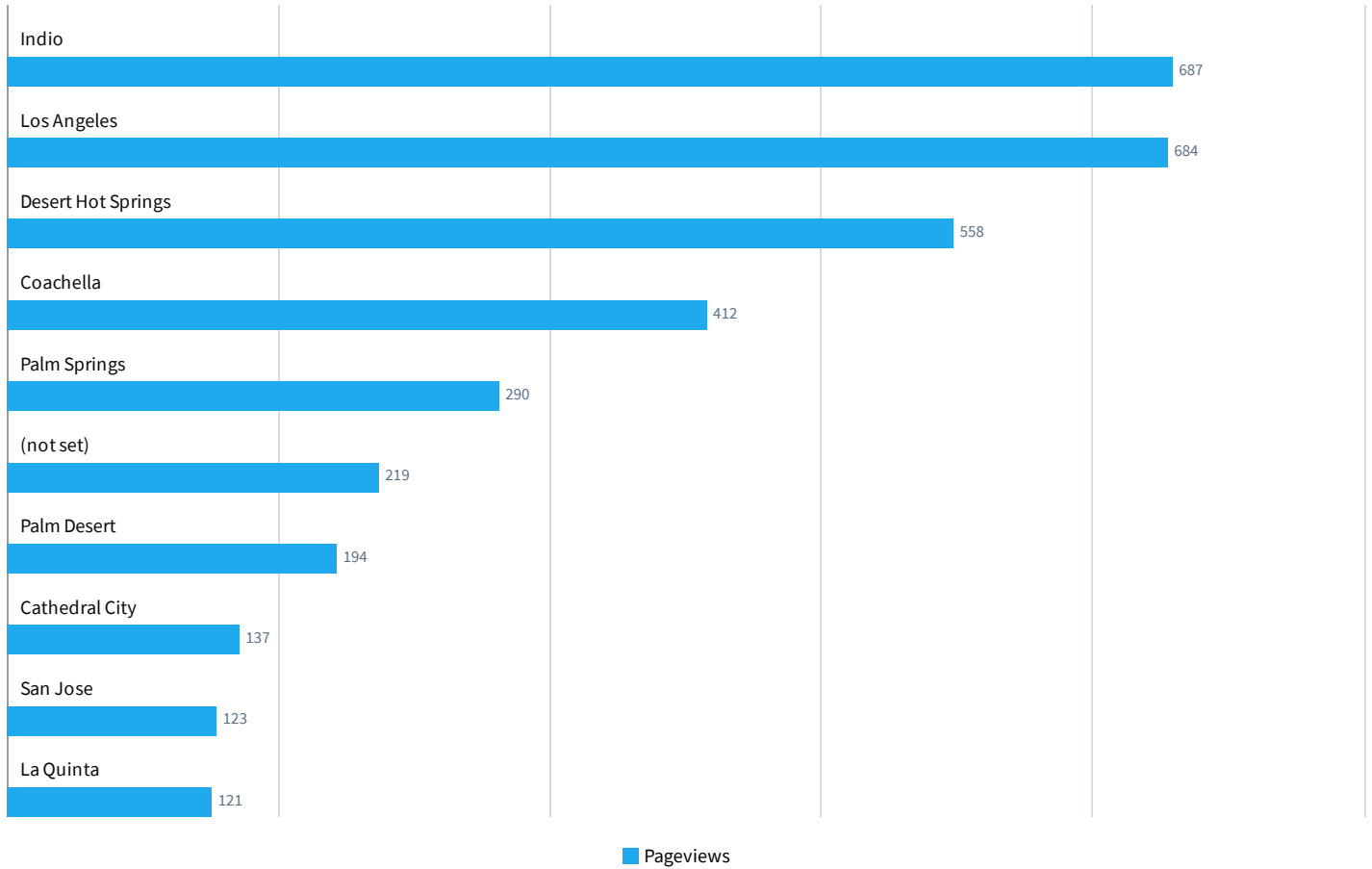
83.85%



Item 21.

### PAGEVIEWS BY CITY

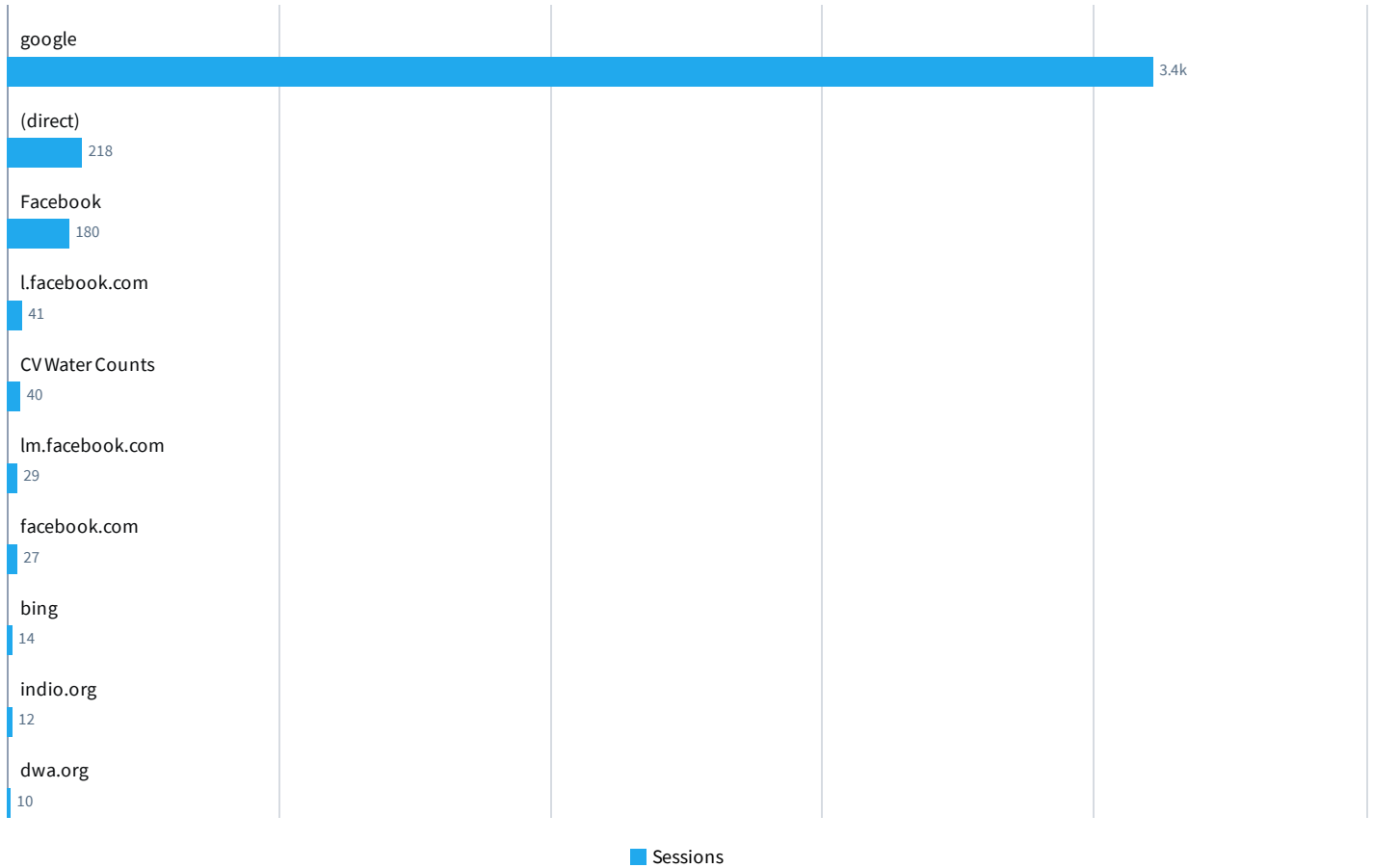
CV WATER - CV WATER COUNTS - CV WATER COUNTS



Item 21.

### USER REFERRERS

CV WATER - CV WATER COUNTS - CV WATER COUNTS



### HISTORY

PAST 13 MONTH: CV WATER - CV WATER COUNTS - CV WATER COUNTS

Month	Sessions	Users	Pageviews	Pages / session	Avg. session duration	Bounce rate	% new sessions
April 2023	3,999	2,759	5,110	1.28	46s	83.85%	62.02%
March 2023	3,898	2,814	4,993	1.28	36s	84.68%	65.78%
February 2023	3,815	2,645	5,150	1.35	57s	82.36%	61.31%
January 2023	5,074	3,683	6,499	1.28	45s	83.43%	67.76%
December 2022	3,426	2,450	4,498	1.31	47s	83.71%	65.21%
November 2022	3,280	2,204	4,220	1.29	46s	84.24%	59.91%
October 2022	3,879	2,601	5,210	1.34	51s	81.75%	60.58%
September 2022	3,589	2,482	4,931	1.37	46s	83.03%	64.11%
August 2022	3,752	2,617	4,926	1.31	48s	83.96%	64.37%
July 2022	4,831	3,293	6,855	1.42	53s	80.23%	65.16%
June 2022	2,927	2,203	3,959	1.35	50s	83.64%	71.47%
May 2022	3,491	2,715	5,002	1.43	46s	71.7%	68.81%
April 2022	3,383	2,545	5,096	1.51	36s	63.38%	71.5%
	49,344	32,163	66,449	1.35	47s	80.93%	65.15%

# Organic Search

## TOP KEYWORDS CVWATERCOUNTS.COM/

Query	Impr.	Clicks	CTR	Avg. position
palm desert	1,923	0	0%	8.71
lake calaveras	1,721	1	0.06%	6.55
cleveland sage	913	0	0%	1.79
water pledge	609	0	0%	6.7
lantana ground cover	450	0	0%	2.53
hesperaloe parviflora	363	0	0%	13.02
cv water	313	2	0.64%	5.17
indio water authority	297	0	0%	8.79
chaparral sage	280	6	2.14%	2.88
palm desert california	252	0	0%	7.48
	7,121	9	0.13%	6.36

## TOP PAGES CVWATERCOUNTS.COM/

Page	Impr.	Clicks	CTR	Avg. position
<a href="https://cvwatercounts.com/slew-of-storms-improve-water-outlook-and-eases-restrictions/">https://cvwatercounts.com/slew-of-storms-improve-water-outlook-and-eases-restrictions/</a>	3,555	0	0%	7.56
<a href="https://cvwatercounts.com/lake-calaveras-recreation-and-reliability/">https://cvwatercounts.com/lake-calaveras-recreation-and-reliability/</a>	2,615	8	0.31%	8.15
<a href="https://cvwatercounts.com/plant-of-the-month-trailing-lantana-lantana-montevideensis/">https://cvwatercounts.com/plant-of-the-month-trailing-lantana-lantana-montevideensis/</a>	2,002	19	0.95%	13.43
<a href="https://cvwatercounts.com/plant-of-the-month-cleveland-sage-chaparral-sage-salvia-clevelandii/">https://cvwatercounts.com/plant-of-the-month-cleveland-sage-chaparral-sage-salvia-clevelandii/</a>	1,777	7	0.39%	3.6
<a href="https://cvwatercounts.com/save-water-pledge/">https://cvwatercounts.com/save-water-pledge/</a>	1,131	2	0.18%	5.23
<a href="https://cvwatercounts.com/plant-of-the-month-red-yucca-hesperaloe-parviflora/">https://cvwatercounts.com/plant-of-the-month-red-yucca-hesperaloe-parviflora/</a>	832	1	0.12%	15.05
<a href="https://cvwatercounts.com/plant-of-the-month-desert-carpet-acacia-redolens/">https://cvwatercounts.com/plant-of-the-month-desert-carpet-acacia-redolens/</a>	802	15	1.87%	11.14
<a href="https://cvwatercounts.com/wp-content/uploads/2019/02/Golf-and-Recycled-Water.pdf">https://cvwatercounts.com/wp-content/uploads/2019/02/Golf-and-Recycled-Water.pdf</a>	739	14	1.89%	31.7
<a href="https://cvwatercounts.com/plant-of-the-month-prickly-pear-cactus-opuntia/">https://cvwatercounts.com/plant-of-the-month-prickly-pear-cactus-opuntia/</a>	710	3	0.42%	16.25
<a href="https://cvwatercounts.com/eco-friendly-car-washes-in-the-coachella-valley/">https://cvwatercounts.com/eco-friendly-car-washes-in-the-coachella-valley/</a>	675	0	0%	46.6
	14,838	69	0.47%	15.87

# Facebook Information

**f** IMPRESSIONS  
CV WATER COUNTS

58,618

**f** REACH  
CV WATER COUNTS

17,081

**f** NEW PAGE LIKES  
CV WATER COUNTS

1

**f** ENGAGED USERS  
CV WATER COUNTS

562





**f** PAGE VIEWS  
CV WATER COUNTS

176







**f** LIFETIME PAGE LIKES  
CV WATER COUNTS

4,010







**f** POSTS  
CV WATER COUNTS

Post	Created at	Post reach	Engaged users	Post engagement rate	Likes	Comments
 <p>For those of you headi...</p>	April 28, 2023	102	4	4%	4	0
 <p>Today is Arbor Day, a d...</p>	April 28, 2023	18	2	11%	2	0
 <p>When washing your car...</p>	April 27, 2023	66	3	5%	3	0
 <p>Covering the soil with ...</p>	April 24, 2023	23	2	9%	2	0
		601	36	6%	36	0

Item 21.

Post	Created at	Post reach	Engaged users	Post engagement rate	Likes	Comments
 <p>It's during this time th...</p>	April 24, 2023	25	4	16%	3	0
 <p>Earth Day is a great op...</p>	April 22, 2023	19	2	11%	2	0
 <p>For many garden plant...</p>	April 20, 2023	45	2	4%	2	0
 <p>This tall, treelike prickl...</p>	April 15, 2023	40	1	3%	1	0
 <p>Enjoy Coachella and b...</p>	April 14, 2023	56	2	4%	2	0
 <p>Just one broken sprin...</p>	April 13, 2023	36	3	8%	3	0
		601	36	6%	36	0

Item 21.

Post	Created at	Post reach	Engaged users	Post engagement rate	Likes	Comments
 d Way of the D If you or someone you...	April 10, 2023	35	2	6%	2	0
 Did You Know there ar...	April 7, 2023	30	2	7%	2	0
 After three of the dries...	April 6, 2023	26	3	12%	2	0
 We're in a drought. We ...	April 6, 2023	23	2	9%	2	0
 CV Water Counts upda...	April 1, 2023	30	0	0%	2	0
 April is Water Awarene...	April 1, 2023	27	2	7%	2	0
		601	36	6%	36	0

# Instagram Information

 **IMPRESSIONS**  
CV WATER COUNTS

604


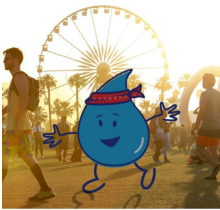



 **LIKES**  
CV WATER COUNTS

12

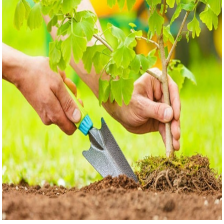
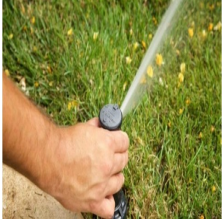
 **FOLLOWERS ( TOTAL )**  
CV WATER COUNTS

231

 **MEDIA PERFORMANCE**  
CV WATER COUNTS

Media	Impr.	Engagement	Reach	Saved	Video views
 <p>For those of you headi...</p>	81	3	79	0	0
 <p>Enjoy Coachella and b...</p>	72	4	69	0	0
 <p>When washing your car...</p>	18	1	16	0	0
 <p>We're in a drought. We ...</p>	17	1	13	0	0
 <p>April is Water Awarene...</p>	15	1	10	0	0
	228	13	206	0	0

Item 21.

Media	Impr.	Engagement	Reach	Saved	Video views
 <p>Today is Arbor Day, a d...</p>	14	2	11	0	0
 <p>Just one broken sprin...</p>	11	1	8	0	0
	228	13	206	0	0



# Twitter Information

Mar 2023 • 31 days

TWEET HIGHLIGHTS

**Top Tweet** earned 44 impressions

One palm tree has lived in California for thousands of years, and it calls the desert oasis of our Coachella Valley home. In fact, the name "Palm Springs" comes from these palms found along natural water sources, or springs.

[cvwatercounts.com/plant-of-the-m...](https://cvwatercounts.com/plant-of-the-m...)

🔗 1 ❤️ 1

[View Tweet activity](#) [View all Tweet activity](#)

**No new followers in March**

Grow your audience and deliver your content to more people on Twitter.



[Learn more about increasing your followers](#)

**Top media Tweet** earned 21 impressions

Toilet leaks can be intermittent and silent but waste hundreds of gallons of water per month. Check all the toilets in your home at least once a year for leaks. For more water-saving tips, visit [CVWaterCounts.com/conservation-t...](https://CVWaterCounts.com/conservation-t...) [#WaterWiseWednesday](#) [pic.twitter.com/VHoitV5fli](https://pic.twitter.com/VHoitV5fli)



❤️ 1

[View Tweet activity](#) [View all Tweet activity](#)

MAR 2023 SUMMARY

Tweets	17	Tweet impressions	288
Profile visits	25	New followers	0

# E-Blast Information

**CAMPAIGN PERFORMANCE**  
CV WATER COUNTS

Campaign	Send Time	Emails Sent	Total Opens	Open Rate	Industry Open Rate	Total Clicks	Click Rate	Industry Click Rate	Hard Bounces	Unsubscribe Count
CV Water Counts April 2023	Thursday, April 6, 2023 5:00 AM	568	610	60.04%	16.97%	59	5.11%	0.83%	1	1
		568	610	60.04%	16.97%	59	5.11%	0.83%	1	1



# MSWD Digital Marketing and Website Report

Website, Social, and Marketing Performance

**April, 2023**

Casey Dolan

**Casey Dolan Consulting**

# Google Ads Campaigns

 **IMPRESSIONS**  
MSWD

175,054

 **CLICKS**  
MSWD

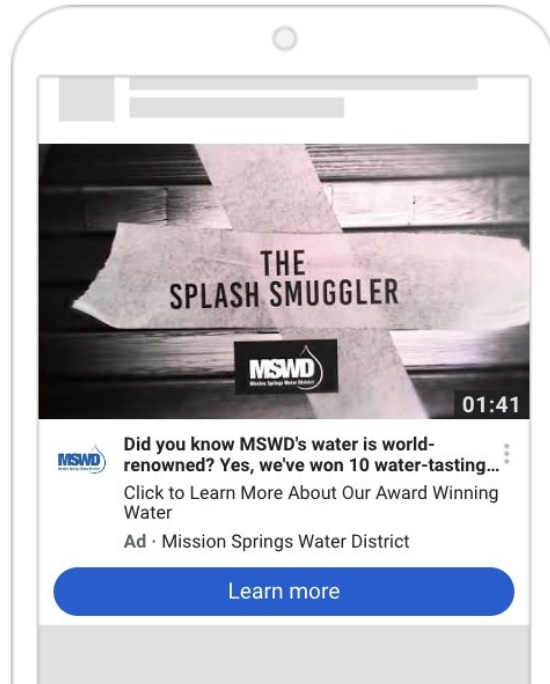
374

 **CTR**  
MSWD

0.21%

 **GOOGLE ADS CAMPAIGN PERFORMANCE**  
MSWD

Ad group	Impr.	Clicks	CTR
MSWD Splash Smuggler Video	12,790	241	1.88%
MSWD Water 101 - May 25	80,114	62	0.08%
MSWD Fog / Bin Campaign	62,062	52	0.08%
MSWD Water 101 - April 6	20,088	19	0.09%
	175,054	374	0.21%



# Facebook Ad Campaigns

Includes ad campaign information for all campaigns, excluding anniversary event

## FACEBOOK AD GROUP PERFORMANCE

MSWD

Ad	Campaign Name	Link Clicks	Impr.	Reach	Frequency	Page Likes
MSWD Water 101 - May 25, 2023	MSWD Water 101 - April 2023	148	17,882	4,013	4.46	0
MSWD - Splash Smuggler Video	MSWD April Smash Smuggler Video	68	68,771	34,584	1.99	0
MSWD FOG - Green Bin March 2023	MSWD FOG - Green Bin April 2023	66	76,470	22,568	3.39	0
MSWD Water 101 - April 6 2023	MSWD Water 101 - April 2023	54	6,493	2,856	2.27	0
		336	169,616	40,712	4.17	0

Item 21.

**MSWD** Mission Springs Water District ... X  
Sponsored · 🌐

Did you know MSWD's water is world-renowned! Yes, we've won 10 international water-tasting awards. 💧 🏆



mswd.org  
**MSWD - Splash Smuggler**  
Mission Springs Water Di... [Learn more](#)

👍 Like    💬 Comment    ➦ Share

**MSWD** Mission Springs Water District  
Published by Casey Dolan · February 27 at 10:51 AM · 🌐

Fats, oils and grease (FOGs) can quickly build up on the sides of pipes, solidify, and block flow. Keep your pipes clear by using your recycling bin and not putting these substances down the drain.



**MSWD**  
Mission Springs Water District

MSWD.ORG  
**MSWD - Avoid FOG Clogs** [Learn more](#)  
You may not know it, but every time you pour fat, oil, or grease (FOG) do...

Item 21.

**Mission Springs Water District** ... X  
Sponsored · 🌐

MSWD is hosting a series of Water 101 presentations for those in the Desert Hot Springs community who want to learn more about our water and wastewater systems.

These meetings will build upon each other and cover MSWD's history and how we fit into the larger Coachella Valley water community.

# WATER 101 CLASSES



## Sign up today



mswd.org  
**MSWD Water 101 Classes**  
Learn more about Water 1...

[Learn more](#)

# Website Information

## PAGEVIEWS

WWW.MSWD.ORG - HTTP://WWW.MSWD.O...

19,622

## NEW VISITOR

WWW.MSWD.ORG - HTTP://WWW.MSWD.O...

3,984

## USERS

WWW.MSWD.ORG - HTTP://WWW.MSWD.O...

1,645

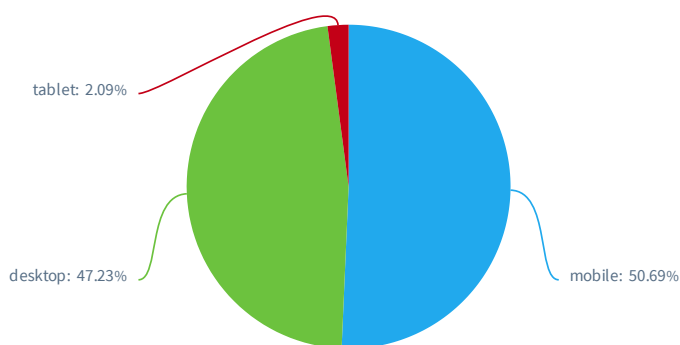
## PAGEVIEWS

WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD

Page Title	Pageviews
New Customer Portal   Mission Springs Water District CA	6,967
Mission Springs Water District Home Page   Mission Springs Water District CA	5,345
Bill Pay Options   Mission Springs Water District CA	956
Job Opportunities   Mission Springs Water District CA	765
Careers   Mission Springs Water District CA	396
Upcoming Meetings   Mission Springs Water District CA	347
Application for Water Service   Mission Springs Water District CA	307
Awards   Mission Springs Water District CA	260
Start/Stop Water Service   Mission Springs Water District CA	256
Search   Mission Springs Water District CA	246
	19,622

## SESSIONS / DEVICE CATEGORY

WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD

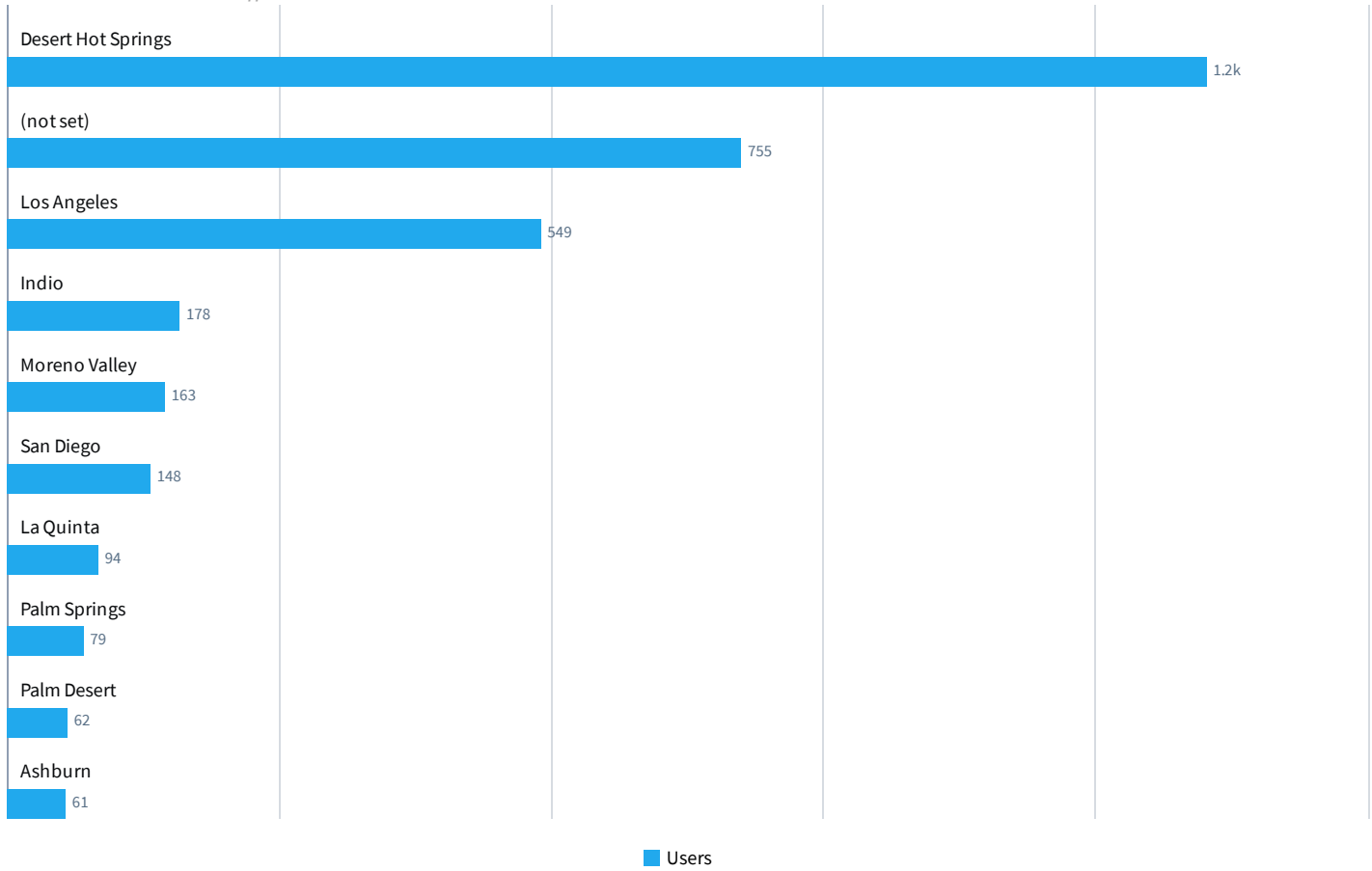




Item 21.

### USERS BY CITY

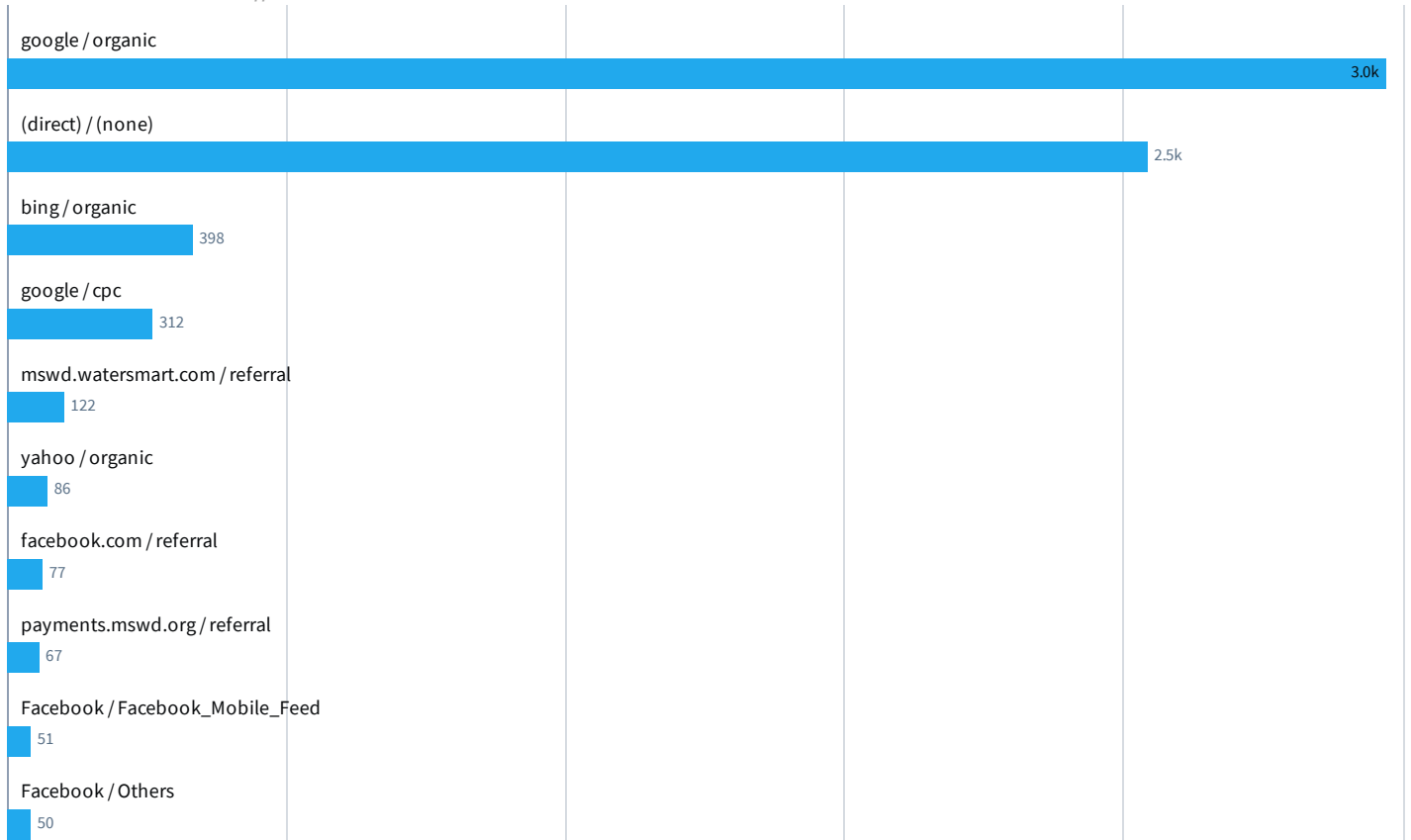
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD



Item 21.

### USER REFERRERS

WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD



■ Sessions

### AVG. SESSION DURATION

WWW.MSWD.ORG - HTTP://WWW.MSWD.O...

1m 50s

### PAGES / SESSION

WWW.MSWD.ORG - HTTP://WWW.MSWD.O...

2.84

### BOUNCE RATE

WWW.MSWD.ORG - HTTP://WWW.MSWD.O...

27.33%



# April 2023 Social Media Analytics

# MSWD April Cross Platform Analytics

<i>Engagement Metrics</i>	<i>Totals:</i>	<i>% Change:</i>
<b>Total Engagements</b>	<b>534</b>	<b>0.56%</b>
Twitter	21	<b>162.50%</b>
Facebook	319	<b>-17.78%</b>
Instagram	133	<b>14.66%</b>
LinkedIn	61	<b>221.05%</b>










<i>Audience Metrics</i>	<i>Total Followers</i>	<i>Total gained:</i>	<i>% Change:</i>
<b>Cross-Platform Audience</b>	<b>1753</b>	<b>14</b>	<b>0.80%</b>
Twitter	95	0	0.00%
Facebook	1,218	1	0.08%
Instagram	271	11	4.06%
LinkedIn	169	2	1.18%

<i>Impressions Metrics</i>	<i>Total:</i>	<i>% Change:</i>
<b>Total Impressions</b>	<b>202638</b>	<b>-3.09%</b>
Facebook	95,033	<b>32.60%</b>
Instagram	107,037	<b>-21.85%</b>
LinkedIn	568	<b>19.58%</b>

# Facebook Account Overview (April 1 - 30, 2023)

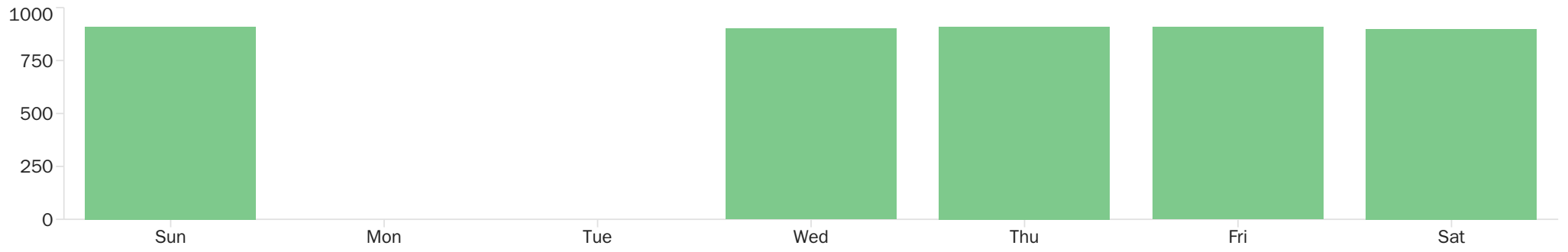
Item 21.

<p>Posts Published</p> <p><b>17</b></p> <p>-1   -5.6%</p>	<p>Total Likes</p> <p><b>1,218</b></p> <p>+1   0.1%</p>	<p>New Likes</p> <p><b>1</b></p> <p>-11   -91.7%</p>	<p>Unlikes</p> <p><b>0</b></p> <p>-3   -100.0%</p>	<p>Engaged People</p> <p><b>1,052</b></p> <p>-163   -13.4%</p>
<p>Total Reach</p> <p><b>76,688</b></p> <p>+13,578   21.5%</p>	<p>Organic Reach</p> <p><b>2,008</b></p> <p>-711   -26.1%</p>	<p>Paid Reach</p> <p><b>74,979</b></p> <p>+14,498   24.0%</p>	<p>Impressions</p> <p><b>95,033</b></p> <p>+23,365   32.6%</p>	<p>Video Views</p> <p><b>6,678</b></p> <p>-6,434   -49.1%</p>

3 Most Engaging Posts	3 Highest Reach Posts	3 Most Shared Posts
 <p>News Release: MSWD Wins State &amp; Regional CWEA Wastewater ...</p> <p>24.68%</p>	 <p>MSWD is proud to be at tonight's Big Heart Awards Ceremon...</p> <p>305</p>	 <p>Shout out to the crews doing those #DirtyJobs! Today's Wo...</p> <p>2</p>
 <p>Shout out to the crews doing those #DirtyJobs! Today's Wo...</p> <p>18.81%</p>	 <p>Shout out to the crews doing those #DirtyJobs! Today's Wo...</p> <p>218</p>	 <p>MSWD is proud to be at tonight's Big Heart Awards Ceremon...</p> <p>2</p>
 <p>MSWD is proud to be at tonight's Big Heart Awards Ceremon...</p> <p>14.75%</p>	 <p>Welcome to our team! Please join us in welcoming Charles Bell, our new Water P...</p> <p>213</p>	 <p>MSWD is a proud sponsor of the DHS Rotary Big Heart Award...</p> <p>1</p>

Days your fans are online









Item 21.































## Facebook Post Metrics (April 1 - 30, 2023)

Item 21.

Date	Format	Post	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Video Views
April 29, 2023 3:00 PM PDT	 Link	 <p>MSWD Here for You Interested in the history of Mission Springs? Discover if you believe in the myth of the Splash Smuggler! Watch the video on our Youtube channel at <a href="https://loom.ly/fErw0M0">https://loom.ly/fErw0M0</a> #MSWD #History #SplashSm...</p>	136	8	5.88%	5	0	0	3	0
April 26, 2023 6:06 AM PDT	 Multi-Image	 +1 <p>It's Spring Cleaning time! Thank you to our crews that are working hard to tidy up the area between the Horton plant and Mission Springs Park making it clean and free of debris. #MSWDCares #Provid...</p>	194	20	10.31%	10	0	0	20	0
April 25, 2023 3:01 PM PDT	 Image	 <p>Hug A Plumber Day It is Hug a Plumber Day, and we can show our appreciation for plumbers in more ways than just hugs! For example, you can check for leaks in your home and learn more by visiting <a href="https://loom.ly/ehTX...">https://loom.ly/ehTX...</a></p>	82	4	4.88%	4	0	0	0	0
April 23, 2023 3:00 PM PDT	 Image	 <p>Water Week MSWD celebrates water week in style!. We are proud to support conversations and actions that lead to clean and safe water access for all every week of the year. #MSWD #ProtectWater</p>	105	7	6.67%	7	0	0	0	0

Date	Format	Post	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Item 21.
April 22, 2023 8:01 AM PDT	 Image	 Earth Day Happy #EarthDay! Come join us as we partner with Cabot's Pueblo Museum to celebrate Earth Day on Saturday, April 22 between 10 a.m. and 3 p.m. Admission is FREE, so bring the family and learn a...	85	9	10.59%	5	1	1	6	0
April 21, 2023 3:01 PM PDT	 Image	 Water 101 Add a splash of knowledge! Sign up now for the next Water 101 class on April 28. This series will teach you everything you need to know about water and wastewater systems. Learn more at Water mswd...	74	8	10.81%	5	0	1	5	0
April 20, 2023 7:32 PM PDT	 Multi-Image	 +4 MSWD is proud to be at tonight's Big Heart Awards Ceremony. And a special shout out to Mike Platt the MSWD Big Hearts Person of the year. Congratulations to all of tonight's winners and thank you f...	305	45	14.75%	20	0	2	47	0
April 20, 2023 5:18 PM PDT	 Image	 News Release MSWD Wins State & Regional CWEA Wastewater Awards During an awards ceremony hosted by the California Water Environment Association (CWEA), Mission Springs Water District took home t...	77	19	24.68%	12	2	1	11	0

Date	Format	Post	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Item 21.
April 20, 2023 12:09 PM PDT	 Image	 <p>Please join us in welcoming Charles Bell, our new Water Production Operator! In this role, Charles will perform various work related to the operation and maintenance of valves, pumps, wells, hydran...</p>	213	17	7.98%	17	0	1	8	0
April 17, 2023 3:01 PM PDT	 Image	 <p>Proper Disposal/ Green Can No one likes a FOG clog! Did you know that these clogs can be easily avoided by using your organic waste bins for leftovers and other food waste? #DYK #MSWD #GreenCan #AvoidFOGCLOGS</p>	131	9	6.87%	6	1	0	3	0
April 13, 2023 8:02 AM PDT	 Image	 <p>International Plant Appreciation Day It is International Plant Appreciation Day! #DYK that you can help out your plants while saving water by using extra or fallen ice to water plants? That's a chill idea! #MSWD #PlantHack #SaveWater</p>	41	4	9.76%	3	0	0	1	0
April 12, 2023 7:25 AM PDT	 Multi-Image	 +3 <p>Shout out to the crews doing those #DirtyJobs! Today's Worker Wed post features images of MSWD employees at our Horton wastewater treatment facilities as they pull those so-called flushable wipes o...</p>	218	41	18.81%	17	0	2	45	0
April 11, 2023 3:18 PM PDT	 Multi-Image	 +1 <p>MSWD is a proud sponsor of the DHS Rotary Big Heart Awards, which celebrates those making a positive impact in our community.</p>	157	11	7.01%	10	0	1	5	0

Date	Format	Post	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Item 21.
April 10, 2023 8:02 AM PDT	 Image	 <p>Adjust Irrigation System Timers #Reminder to check your irrigation system timers so that you don't overwater! Check out our watering guide to keep your plants happy and healthy and save water! <a href="https://loom.ly/sn52m5c">https://loom.ly/sn52m5c</a> #MSWD #Sav...</p>	91	7	7.69%	5	0	0	3	0
April 07, 2023 3:01 PM PDT	 Simple Status	 <p>MSWD Here to Help Time to put your detective hats on! Check out our recent YouTube video on the case of wasted water. Become inspired to solve your own water woes by watching "Outdoor Oddities" at <a href="https://www.youtube.com/watch?...">Youtube.com/watch?...</a></p>	80	6	7.5%	5	0	0	1	0
April 05, 2023 12:38 PM PDT	 Image	 <p>Thank you to our field crews! The MSWD team works to keep our water and wastewater systems operating by maintaining pipes and quickly making repairs. #WorkerWednesday #ProvideProtectPreserve #MSWD</p>	94	10	10.64%	7	0	0	4	0
April 03, 2023 3:01 PM PDT	 Image	 <p>Groundwater Guardian You're never too young or too old to help improve water quality! Our Groundwater Guardian program educates all ages about this vital resource. You can see some of these lessons each month in our MS...</p>	80	6	7.5%	5	0	0	1	0
Total			2,163	231		143	4	9	163	0


Date	Format	Post	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	Item 21.
Average			127.2	13.6	10.68%	8.4	0.2	0.5	9.6	0.0

# Twitter Account Overview (April 1 - 30, 2023)


Item 21.

Tweets Published	Total Likes	Total Retweets	Total Followers	Following
10 +2   25.0%	16	5	95	99


### 3 Most Retweeted Posts

- 

International Plant Appreciation Day  
It is International Plant Appreciation Day! #DYK that you can help out your plants while saving water by using extr... ..

5
- 


Groundwater Guardian  
You're never too young or too old to help improve water quality! Our Groundwater Guardian program educates all ages... ..

0
- 


MSWD Here to Help  
Time to put your detective hats on! Check out our recent YouTube video on the case of wasted water. Become inspired... ..

0


### 3 Most Liked Posts

- 

International Plant Appreciation Day  
It is International Plant Appreciation Day! #DYK that you can help out your plants while saving water by using extr... ..

6
- 

Groundwater Guardian  
You're never too young or too old to help improve water quality! Our Groundwater Guardian program educates all ages... ..













2
- 









MSWD Here to Help  
Time to put your detective hats on! Check out our recent YouTube video on the case of wasted water. Become inspired... ..

1

Twitter Post Metrics (April 1 - 30, 2023)

Item 21.

Date	Format	Post	Retweets	Likes
April 29, 2023 3:00 PM PDT	 Link	 <p>MSWD Here for You Interested in the history of Mission Springs? Discover if you believe in the myth of the Splash Smuggler! Watch the... <a href="https://t.co/2DcWM4qHiN">https://t.co/2DcWM4qHiN</a></p>	0	1
April 25, 2023 3:02 PM PDT	 Link	 <p>Hug A Plumber Day It is Hug a Plumber Day, and we can show our appreciation for plumbers in more ways than just hugs! For example, yo... <a href="https://t.co/sUbPtZS8aM">https://t.co/sUbPtZS8aM</a></p>	0	1
April 23, 2023 3:00 PM PDT	 Link	 <p>Water Week MSWD celebrates water week in style!. We are proud to support conversations and actions that lead to clean and safe... <a href="https://t.co/vwO3XWh6sf">https://t.co/vwO3XWh6sf</a></p>	0	1
April 22, 2023 8:02 AM PDT	 Link	 <p>Earth Day Happy #EarthDay! Come join us as we partner with Cabot's Pueblo Museum to celebrate Earth Day on Saturday, April 2... <a href="https://t.co/7r4mwwKDyd">https://t.co/7r4mwwKDyd</a></p>	0	1
April 21, 2023 3:02 PM PDT	 Link	 <p>Water 101 Add a splash of knowledge! Sign up now for the next Water 101 class on April 28. Learn more at Water 101 Flyer- Fa... <a href="https://t.co/BRq1UelKjs">https://t.co/BRq1UelKjs</a></p>	0	1
April 17, 2023 3:02 PM PDT	 Link	 <p>Proper Disposal/ Green Can No one likes a FOG clog! Did you know that these clogs can be easily avoided by using your organic waste bins for l... <a href="https://t.co/zhSevVqCXw">https://t.co/zhSevVqCXw</a></p>	0	1

Date	Format	Post	Retweets	Item 21.
April 13, 2023 8:03 AM PDT	 Link	 <p>International Plant Appreciation Day It is International Plant Appreciation Day! #DYK that you can help out your plants while saving water by using extr... <a href="https://t.co/SIUvts1TyB">https://t.co/SIUvts1TyB</a></p>	5	6
April 10, 2023 3:01 PM PDT	 Link	 <p>Adjust Irrigation System Timers #Reminder to check your irrigation system timers so that you don't overwater! Check out our watering guide to keep... <a href="https://t.co/qVSLrDJPk">https://t.co/qVSLrDJPk</a></p>	0	1
April 07, 2023 3:01 PM PDT	 Link	 <p>MSWD Here to Help Time to put your detective hats on! Check out our recent YouTube video on the case of wasted water. Become inspired... <a href="https://t.co/ndF5lb17if">https://t.co/ndF5lb17if</a></p>	0	1
April 03, 2023 3:02 PM PDT	 Link	 <p>Groundwater Guardian You're never too young or too old to help improve water quality! Our Groundwater Guardian program educates all ages... <a href="https://t.co/wrkFQVNjkg">https://t.co/wrkFQVNjkg</a></p>	0	2
Total			5	16
Average			0.5	1.6




# Instagram Account Overview (April 1 - 30, 2023)


Item 21.

Posts Published	Total Followers	New Followers	Impressions	Reach	Profile Views
15	271	11	107,030	73,242	108
-2   -11.8%	+5   1.9%	+3   37.5%	-29,928   -21.9%	-18,840   -20.5%	-31   -22.3%


### 3 Most Liked Posts

- 

Shout out to the crews doing those #DirtyJobs! Today's Worker Wed post features images of MSWD employees at our Horto...

15
- 


MSWD is proud to be at tonight's Big Heart Awards Ceremony. And a special shout out to Mike Platt the MSWD Big Hearts...

14
- 


Welcome to our team! Please join us in welcoming Charles Bell, our new Water Production Operator! In this role, Charles will perform vario...

13


### 3 Most Commented Posts

- 

Shout out to the crews doing those #DirtyJobs! Today's Worker Wed post features images of MSWD employees at our Horto...

1
- 

Shout out to the crews doing those #DirtyJobs! Today's Worker Wed post features images of MSWD employees at our Horto...







1
- 







News Release: MSWD Wins State & Regional CWEA Wastewater Awards During an awards ceremony hosted by the California ...







1







## Instagram Post Metrics (April 1 - 30, 2023)







Item 21.

Date	Format	Post	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Video Views
April 26, 2023 6:06 AM PDT	 Carousel	 <p>It's Spring Cleaning time! Thank you to our crews that are working hard to tidy up the area between the Horton plant and Mission Springs Park clean and free of debris. #MSWDCares #ProvideProtectPr...</p>	10	0	45	30	10	33.33%	0	
April 25, 2023 3:04 PM PDT	 Image	 <p>Hug A Plumber Day It is Hug a Plumber Day, and we can show our appreciation for plumbers in more ways than just hugs! For example, you can check for leaks in your home and learn more by visiting <a href="https://loom.ly/ehTX...">https://loom.ly/ehTX...</a></p>	6	0	29	25	6	24.0%	0	
April 23, 2023 3:01 PM PDT	 Image	 <p>Water Week MSWD celebrates water week in style!. We are proud to support conversations and actions that lead to clean and safe water access for all every week of the year. #MSWD #ProtectWater</p>	7	0	32	28	7	25.0%	0	

Date	Format	Post	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 21.
April 22, 2023 8:04 AM PDT	 Image	 <p>Earth Day Happy #EarthDay! Come join us as we partner with Cabot's Pueblo Museum to celebrate Earth Day on Saturday, April 22 between 10 a.m. and 3 p.m. Admission is FREE, so bring the family and learn a...</p>	4	0	21	21	4	19.05%	0	
April 21, 2023 3:04 PM PDT	 Image	 <p>Water 101 Add a splash of knowledge! Sign up now for the next Water 101 class on April 28. This series will teach you everything you need to know about water and wastewater systems. Learn more at Water 101 ...</p>	7	0	30	28	7	25.0%	0	
April 20, 2023 7:32 PM PDT	 Carousel	 <p>MSWD is proud to be at tonight's Big Heart Awards Ceremony. And a special shout out to Mike Platt the MSWD Big Hearts Person of the year. Congratulations to all of tonight's winners and thank you f...</p>	14	0	48	41	14	34.15%	0	

Date	Format	Post	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 21.
April 20, 2023 5:18 PM PDT	 Image	 <p>News Release: MSWD Wins State &amp; Regional CWEA Wastewater Awards During an awards ceremony hosted by the California Water Environment Association (CWEA), Mission Springs Water District took home t...</p>	13	1	61	57	14	24.56%	0	
April 20, 2023 12:09 PM PDT	 Image	 <p>Please join us in welcoming Charles Bell, our new Water Production Operator! In this role, Charles will perform various work related to the operation and maintenance of valves, pumps, wells, hydran...</p>	13	0	42	40	13	32.5%	0	
April 17, 2023 3:04 PM PDT	 Image	 <p>Proper Disposal/ Green Can No one likes a FOG clog! Did you know that these clogs can be easily avoided by using your organic waste bins for leftovers and other food waste? #DYK #MSWD #GreenCan #AvoidFOGCLOGS</p>	2	0	24	22	2	9.09%	0	

Date	Format	Post	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 21.
April 13, 2023 8:06 AM PDT	 Image	 <p>International Plant Appreciation Day It is International Plant Appreciation Day! #DYK that you can help out your plants while saving water by using extra or fallen ice to water plants? That's a chill idea! #MSWD #PlantHack #SaveWater</p>	7	0	47	44	7	15.91%	0	
April 12, 2023 7:26 AM PDT	 Carousel	 <p>Shout out to the crews doing those #DirtyJobs! Today's Worker Wed post features images of MSWD employees at our Horton wastewater treatment facilities as they pull those so-called flushable wipes o...</p>	5	1	48	36	7	19.44%	1	
April 12, 2023 7:26 AM PDT	 Carousel	 <p>Shout out to the crews doing those #DirtyJobs! Today's Worker Wed post features images of MSWD employees at our Horton wastewater treatment facilities as they pull those so-called flushable wipes o...</p>	15	1	80	64	16	25.0%	0	

Date	Format	Post	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 21.
April 10, 2023 3:03 PM PDT	 Image	 <p>Adjust Irrigation System Timers #Reminder to check your irrigation system timers so that you don't overwater! Check out our watering guide to keep your plants happy and healthy and save water! <a href="https://loom.ly/sn52m5c">https://loom.ly/sn52m5c</a> #MSWD #Sav...</p>	8	0	44	38	8	21.05%	0	
April 05, 2023 12:38 PM PDT	 Image	 <p>Thank you to our field crews! The MSWD team works to keep our water and wastewater systems operating by maintaining pipes and quickly making repairs. #WorkerWednesday #ProvideProtectPreserve #MSWD</p>	11	0	55	47	11	23.4%	0	
April 03, 2023 3:04 PM PDT	 Image	 <p>Groundwater Guardian You're never too young or too old to help improve water quality! Our Groundwater Guardian program educates all ages about this vital resource. You can see some of these lessons each month in our M...</p>	4	0	50	43	4	9.3%	0	
Total			126	3	656	564	130		1	222


Date	Format	Post	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 21.
Average			8.4	0.2	43.7	37.6	8.7	23.05%	0.1	

# LinkedIn Account Overview (April 1 - 30, 2023)


Item 21.

<p>Posts Published</p> <p><b>8</b></p> <p>+1   14.3%</p>	<p>Likes</p> <p><b>49</b></p> <p>+26   113.0%</p>	<p>Views</p> <p><b>15</b></p> <p>-13   -46.4%</p>	<p>Followers</p> <p><b>169</b></p> <p>+2   1.2%</p>
<p>Comments</p> <p><b>1</b></p> <p>+1</p>	<p>Impressions</p> <p><b>568</b></p> <p>+93   19.6%</p>	<p>Clicks</p> <p><b>20</b></p> <p>+5   33.3%</p>	<p>Engagement Rate</p> <p><b>9.59%</b></p> <p>+0.0   4.2%</p>

## 3 Most Engaging Posts


- 

News Release: MSWD Wins State & Regional Wastewater Awards For Community Engagement and Plant Operations at the Alan ...

20.83%
- 

MSWD Here for You

At MSWD, we like to tell the story of our history through fun and engaging means. For example, we produced this video...


16.67%
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Water 101

We're adding a splash of water knowledge to our customers in each of our Water 101 series classes. These monthly sess...


15.38%

## 3 Most Shared Posts


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MSWD Here to Help

Education can be fun and mysterious! Check out our video that closes the case of wasted water! Visit <https://lnkd.in/...>

3
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News Release: MSWD Wins State & Regional Wastewater Awards For Community Engagement and Plant Operations at the Alan ...

3
- 

Groundwater Guardian







At MSWD, we are proud to be a part of the Groundwater Guardians program! To raise awareness for groundwater protectio...







1







LinkedIn Post Metrics (April 1 - 30, 2023)

Item 21.

Date	Format	Post	Shares	Clicks	Engagement Rate	Reactions	Impressions	Comments
April 29, 2023 3:01 PM PDT	 Link	 <p>MSWD Here for You At MSWD, we like to tell the story of our history through fun and engaging means. For example, we produced this video to provide a humorous approach to promoting our award-winning water! Watch the ...</p>	1	1	16.67%	2	24	0
April 23, 2023 3:01 PM PDT	 Image	 <p>Water Week MSWD celebrates water week in style! We are proud to support conversations and actions that lead to clean and safe water access for all every week of the year #MSWD #ProtectWater</p>	1	0	8.11%	2	37	0
April 21, 2023 3:04 PM PDT	 Image	 <p>Water 101 We're adding a splash of water knowledge to our customers in each of our Water 101 series classes. These monthly sessions will discuss our water and wastewater systems, history, and how we fit into...</p>	1	0	15.38%	5	52	0

Date	Format	Post	Shares	Clicks	Engagement Rate	Reactions	Impressions	Item 21.
April 20, 2023 3:02 PM PDT	 Image	 <p>Please join us in welcoming Charles Bell, our new Water Production Operator! In this role, Charles will perform various work related to the operation and maintenance of valves, pumps, wells, hydran...</p>	0	2	14.29%	6	56	0
April 20, 2023 3:00 PM PDT	 Image	 <p>News Release: MSWD Wins State &amp; Regional Wastewater Awards For Community Engagement and Plant Operations at the Alan L. Horton Wastewater Treatment Facility</p> <p>During an awards ceremony hosted by t...</p>	3	14	20.83%	13	192	1
April 17, 2023 3:05 PM PDT	 Image	 <p>Proper Disposal/ Green Can MSWD educates customers about organic recycling as a solution for avoiding FOG clogs. Fewer leftovers down the drain, and more food scraps in the recycling bin, means fewer backups and more effecti...</p>	0	1	6.98%	2	43	0

Date	Format	Post	Shares	Clicks	Engagement Rate	Reactions	Impressions	Item 21.
April 07, 2023 3:03 PM PDT	 Link	 <p>MSWD Here to Help Education can be fun and mysterious! Check out our video that closes the case of wasted water! Visit <a href="https://lnkd.in/g4Gw_9tY">https://lnkd.in/g4Gw_9tY</a> to watch “Outdoor Oddities”.</p>	3	1	11.25%	5	80	0
April 03, 2023 3:04 PM PDT	 Link	 <p>Groundwater Guardian At MSWD, we are proud to be a part of the Groundwater Guardians program! To raise awareness for groundwater protection, we invited local school-aged children to participate in a Calendar Drawing Co...</p>	1	1	10.0%	5	70	0
Total			10	20		40	554	1
Average			1.3	2.5	12.94%	5.0	69.3	0.1