BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION AGENDA

Thursday, September 12, 2024 at 3:00 PM

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

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

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

JOIN ZOOM MEETING:

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

DIAL BY PHONE:

+1 (408) 638-0968

Meeting ID: 822 065 5340

ACTION MAY BE TAKEN ON ANY ITEM LISTED ON THIS AGENDA

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

EMPLOYEE RECOGNITION

7. **HUMAN RESOURCES REPORT**

ACTION ITEMS

8. PUBLIC HEARING ~ RESOLUTION 2024-23 ~ POWER PURCHASE AGREEMENT WITH TRIDENT MISSION SPRINGS LLC

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

9. ORDINANCE 2024-02 AND RESOLUTION 2024-24 ~ UPDATING AND AMENDING ADMINISTRATIVE CODE TITLES 1-3

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

10. RESOLUTION 2024-25 ~ DESIGNATION OF MISSION SPRINGS WATER DISTRICT POSITIONS AUTHORIZED TO APPLY FOR FEDERAL DISASTER ASSISTANCE ON BEHALF OF THE DISTRICT

It is recommended to approve Resolution 2024-25, authorizing the following positions within Mission Springs Water District to apply for federal disaster assistance on behalf of the District: General Manager, Assistant General Manager, Director of Finance, Director of Operations.

11. RESOLUTION 2024-26 ~ AUTHORIZING THE GENERAL MANAGER TO SIGN AND EXECUTE AGREEMENTS AND NECESSARY SUPPORTING DOCUMENTS WITH THE ARMY CORPS OF ENGINEERS FOR THE GROUNDWATER QUALITY PROTECTION PROGRAM

It is recommended to adopt Resolution 2024-26 and authorize the General Manager to sign and execute agreements, and necessary supporting documents with the Army Corps of Engineers for the Groundwater Quality Protection Program.

12. RESOLUTION 2024-27 ~ AMENDING CLASSIFICATION AND COMPENSATION PLANS FOR FY 2024-2025

It is recommended to adopt Resolution 2024-27 amending the Classification and Compensation plans for fiscal year 2024-2025.

13. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) 2025 COMMITTEE AND EXPERT TEAM PARTICIPATION

It is recommended that Board Members or Management Staff consider serving on one or more of CSDA's standing committees.

14. AWARD OF CONTRACT TO TKE ENGINEERING FOR AREA D-3 WATERLINE AND SERVICE REPLACEMENT DESIGN SERVICES

It is recommended to authorize the General Manager to negotiate and execute a contract with TKE Engineering, Inc., for a not to exceed amount of $55,000.00 for design services for the Area D-3 Waterline and Service Replacement Project and create a new capital job to include design services costs for the Area D-3 Water line and Service Replacement Project; and include staff time for project management and plan review and ancillary costs in the amount of $12,000 for a total of $67,000.

15. AWARD OF CONTRACT TO TKE ENGINEERING FOR TEMPORARY STAFF AUGMENTATION

It is recommended to authorize the General Manager to negotiate and execute a contract with TKE Engineering Inc., for a not to exceed amount of $30,000.00 for engineering staff augmentation services.

16. PUBLIC WATER AND SEWER, LIFT STATION, AND FORCE MAIN SYSTEMS CONSTRUCTION AGREEMENTS AND WATER AND SEWER BONDING AGREEMENT FOR PROJECT VIENTO DEVELOPMENT

It is recommended to approve the Public Water and Sewer, Lift Station and Force main Systems Construction Agreements and the Water and Sewer Bonding Agreement for the Project Viento commercial development project and authorize the General Manager to do all things necessary to complete the agreements.

17. AUTHORIZATION FOR PURCHASE OF BOOSTER PUMP CONTROL VALVES FOR THE TERRACE BOOSTER STATION

It is recommended that the General Manager be authorized to approve the purchase of six Cla-Val booster pump control valves for the Trrace Booster Station from Core & Main for a not to exceed amount of $86,819.86.

18. AUTHORIZATION FOR PURCHASE OF REPLACEMENT HEAVY EQUIPMENT AS APPROVED IN THE CAPITAL BUDGET

It is recommended that the General Manager be authorized to approve the purchase of 2024 John Deere 210P skip loader heavy equipment from RDO Equipment Co., for a not to exceed amount of $133,000.00, as approved in the FY2024-25 Capital Budget.

DISCUSSION ITEMS

19. NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE

20. 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.

21. APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:
August 7, 2024 - Board Workshop
August 15, 2024 - Study Session
August 19, 2024 - Board Meeting

22. REGISTER OF DEMANDS

The register of demands totaling $2,613,285.96

23. ACCEPT AMENDMENT TO CONTRACT AGREEMENT WITH TIMMONS GROUP FOR THE COMPLETE DEPLOYMENT OF THE ARCGIS ENTERPRISE, UTILITY NETWORK, AND CITYWORKS.

It is recommended that the Board accept and approve the Contract Amendment with Timmons Group for scope changes to the complete deployment of the ArcGIS Enterprise, Utility Network and Cityworks.

24. BOARD COMPENSATION

It is recommended to consider Board compensation for the following meetings and/or events:
A. Attendance and participation in the Nancy Wright Regional Water Reclamation Facility Ribbon Cutting, All Board members, September 27, 2024.
B. Additional night stay at Paradise Point Hotel for Urban Water Institute Board Meeting, Russ Martin only, August 20, 2024.

REPORTS

25. DIRECTOR'S REPORTS

26. GENERAL MANAGER'S REPORT

Included in this report are the following oral reports:
A. Finance Report
B. Public Affairs Report

COMMENTS

27. DISTRICT COUNSEL COMMENTS

28. DIRECTOR COMMENTS & REQUESTS

A. Director General Comments
B. Director Requests for Future Agenda Items
C. Director Requests for Future Meetings

CLOSED SESSION

29. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) and/or (3). One potential case.

30. REPORT ON ACTION TAKEN DURING CLOSED SESSION

31. ADJOURN

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

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

CERTIFICATION OF POSTING

I certify that on or before September 9, 2024, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Mission Springs Water District at least 72 hours in advance of the meeting (Government Code Section 54954.2).



Dori Petee
Executive Assistant

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS

MEETING DATE(S): SEPTEMBER 12 & 16, 2024

FROM: ORIANA HOFFERT-HUMAN RESOURCES MANAGER

HUMAN RESOURCES REPORT

PERSONNEL ACTIVITY FOR THE PERIOD AUGUST 1-31, 2024

NEW HIRES

ANNIVERSARIES

Joe Hernandez	Field Service Representative II/Backflow Specialist	17 Years

PROMOTIONS

CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

Alex Nine	ASE Certification – Suspension and Steering Brakes
Josiah Perez	Water Distribution Grade 1 (D-1) certification

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS

MEETING DATE(S): SEPTEMBER 12 & SEPTEMBER 16, 2024

FROM: DANNY FRIEND – DIRECTOR OF OPERATIONS

FOR: ACTION _X_ DIRECTION ____ INFORMATION ____

PUBLIC HEARING – RESOLUTION 2024-23
POWER PURCHASE AGREEMENT WITH TRIDENT MISSION SPRINGS LLC

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

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

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

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

FINANCIAL DATA		
Cost Associated with this action:		$0
Current FY cost:		$0
Future FY cost:		$0
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:		
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		201/301
BID/Job#		11776
Current BID/Job balance		$94,077
Balance remaining if approved:		$94,077

ATTACHMENTS
Attachment A – Notice of Public Hearing
Attachment B – Resolution 2024-23
Attachment C – Staten Solar, Inc. Proposal
Attachment D – Key Points and PPA with Trident Mission Springs LLC

ATTACHMENT A

MISSION SPRINGS WATER DISTRICT NOTICE OF PUBLIC HEARING ADOPT CERTAIN FINDINGS AND APPROVE POWER PURCHASE AGREEMENT FOR ENERGY RELATED IMPROVEMENTS TO MISSION SPRINGS WATER DISTRICT FACILITIES WITH TRIDENT MISSION SPRINGS LLC

On Monday, September 16, 2024, at 3 p.m. the Board of Directors of Mission Springs Water District will conduct a public hearing for the purpose of taking public comments and adopting a resolution making certain findings and approve a Power Purchase Agreement with Trident Mission Springs LLC in accordance with California Government Code Section 4217.10 to 4217.18. The Board will hear and consider all comments regarding this resolution and contract at this public hearing. The public hearing will be held in person and/or via Zoom at 66575 2nd Street, Desert Hot Springs, CA 92240. Public wishing to appear via Zoom, can use the dial by phone feature +1(408)638-0968 Meeting ID: 822 065 5340 or by video https://us02web.zoom.us/j/8220655340.

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

/s/Brian Macy
Secretary, Mission Springs Water District

ATTACHMENT B

RESOLUTION NO. 2024-23

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

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

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

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

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

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

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

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

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

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

Section 1. Recitals.

The foregoing recitals are true and correct.

Section 2. Terms.

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

Section 3. Analysis.

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

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

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

Section 6. Effective Date.

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

Section 7. Effective Date.

This Resolution shall take effect immediately upon its adoption.

Section 8. Certification.

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

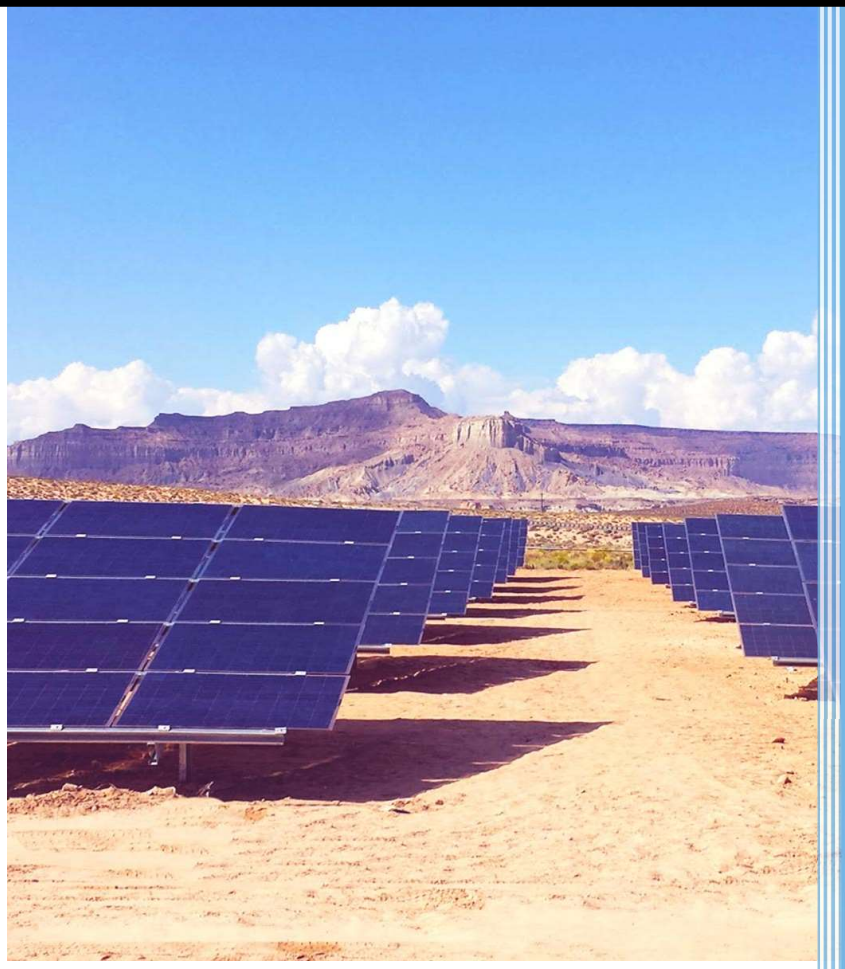
_____
Ivan Sewell
President of Mission Springs Water District
and its Board of Directors

ATTEST:

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

2024

Proposal for Solar Photovoltaic Projects – Mission Springs Water District



STATEN

Prepared By: STATEN SOLAR

6/18/2024

STATEN

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1. Cover Letter & Executive Summary

1.1 Cover Letter

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

Kind Attention: Amanda Lucas

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

Dear Amanda,

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

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

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

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

Sincerely,

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

1.2 Executive Summary

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

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

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

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

2. Background

2.1 Company Background – Staten Solar Corporation

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

Areas of Expertise:

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

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

Organization & Resources:

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

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

2.2 Financial Strengths

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

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

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

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

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

June 17, 2024

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

Dear Board of Directors of MSWD,

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

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

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

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

Sincerely,

DocuSigned by:
Adam Haughton
4072BB7031DE485...

Adam Haughton
CIO
Bridge Renewable Energy

Audited Financial:

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

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

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

Bonding & Insurance Capacity:

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

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

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

2.3 CSLB License, DIR Registration and Insurance Certificate

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

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



STATE OF CALIFORNIA — DEPARTMENT OF CONSUMER AFFAIRS

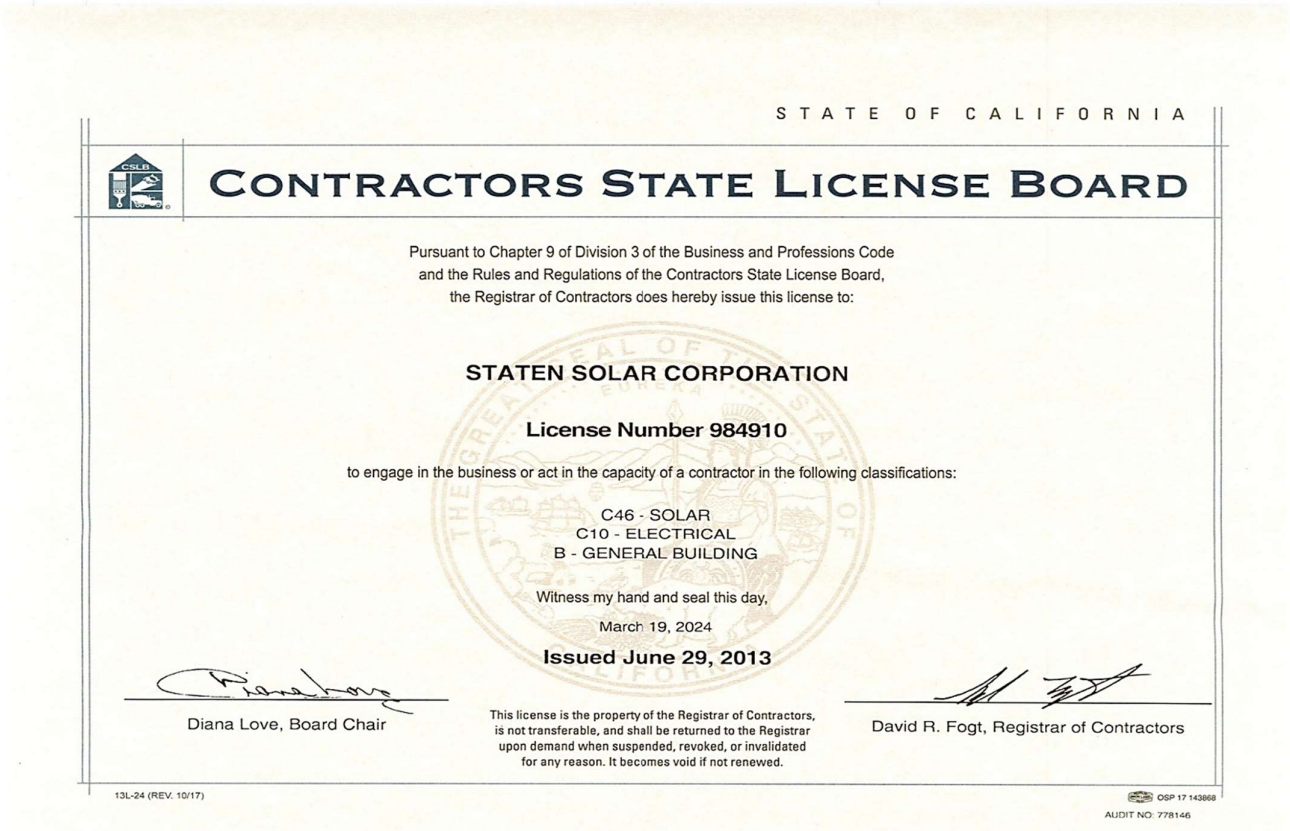
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number 984910 Entity CORP

Business Name STATEN SOLAR CORPORATION

Classification(s) C46 C10 B

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



STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

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

STATEN SOLAR CORPORATION

License Number 984910

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

C46 - SOLAR
C10 - ELECTRICAL
B - GENERAL BUILDING

Witness my hand and seal this day,

March 19, 2024

Issued June 29, 2013

Diana Love, Board Chair

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

David R. Fogt, Registrar of Contractors

13L-24 (REV. 10/17)

OSP 17 143868

AUDIT NO: 778146

STATEN

DIR Registration:

Contractor Information

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

Registration History

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

Legal Entity Information

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

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

STATEN

Certificate of Insurance:

Client#: 1811666 STATESOL3

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME: Kelly Lagomarsino
USI Insurance Services, LLC Lic # 0G11911 333 South Grand Avenue, Suite 1450 Los Angeles, CA 90071	PHONE (A/C, No, Ext): 213 337-6400 FAX (A/C, No): E-MAIL ADDRESS: kelly.lagomarsino@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Insurance Company	39993
INSURER B : State Compensation Insurance Fund of CA	35076
INSURER C : United Financial Casualty Company	11770
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Staten Solar Corporation, 175 Nortech Pkwy, Suite 100, San Jose, CA 95134

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

Evidence of insurance only.

CERTIFICATE HOLDER

Staten Solar Corporation
175 Nortech Pkwy, Ste., 100
San Jose, CA 95134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

2.4 Exhibit C - Public Works Contractor Registration Certification

Public Works Contractor Registration Certification

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

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

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

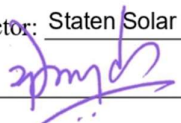
Name of Contractor: Staten Solar Corporation

DIR Registration Number: 1000046459

Contractor further acknowledges:

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

Name of Contractor: Staten Solar Corporation

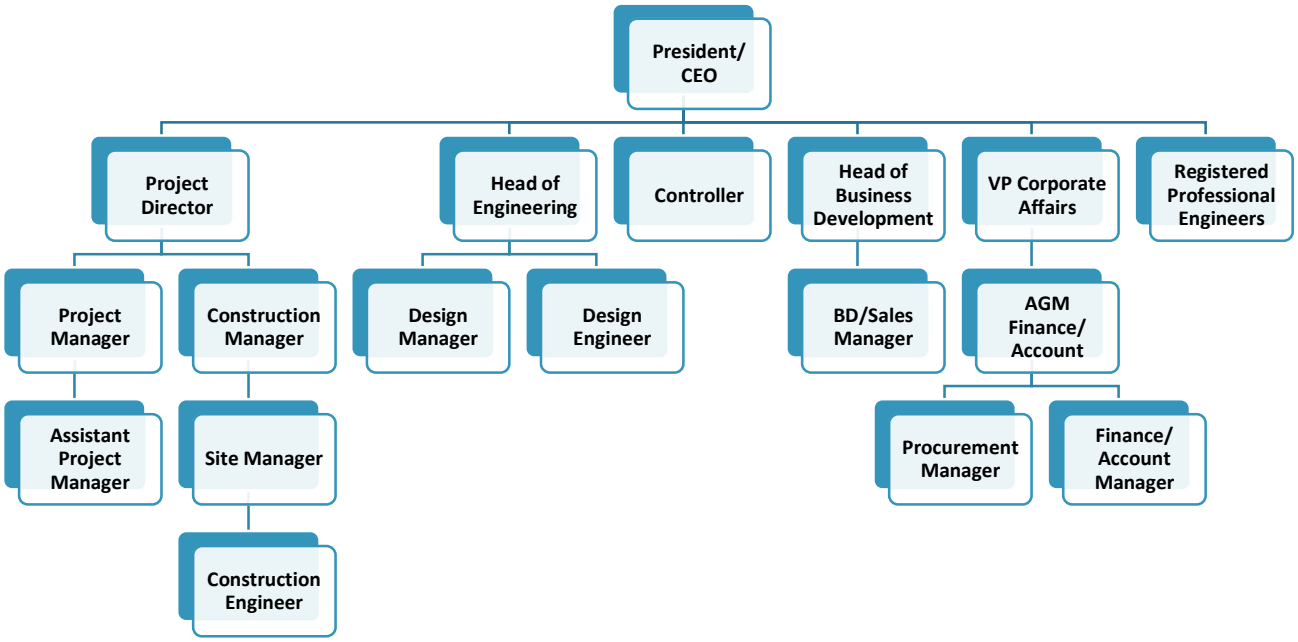
Signature: 

Name and Title: Sandipan Bhanot / President & CEO

Date: June 17, 2024

3. Personnel

3.1 Organization Structure



3.2 Project Management Team

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

Sam Bhanot, Founder, President

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

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

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

Napoleon Leoni – Registered Professional Engineer, ELECTRICAL, California

License (PE) Number 24930

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

Gang Xuan, Registered Professional Engineer, STRUCTURAL, California

License (PE) Number 6504

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

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

Puneet Mathur, Head of Engineering

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

Julio Beristain, Construction/Project Manager

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

3.3 Sub-contractor Selection Process

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

The pre-qualification process requires the following:

- Current license in good standing with State License Board.

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

4. Solar PV Project Design and Implementation

4.1 Project Implementation Strategy

4.1.1 Project Implementation Approach

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

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

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

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

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

Designing Solar PV Systems Approach

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

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

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

Permitting Cost Approach:

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

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

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

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

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

Project Management and Coordination for Solar PV Projects:

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

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

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

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

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

Post-Construction Phase:

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

Interconnection Cost approach:

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

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

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

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

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

The following approach will help to simply this process.

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

4.2.2 Testing and Commissioning Procedure & Sample Formats

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

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

General

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



- Cell Temp

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

Array

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

Combiner Boxes

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

AC/DC Disconnect Switches

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

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

AC Switchboard

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

Inverter

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

Inverter Operation

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

Sample Commissioning Checklist Format:

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

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Inverter Commissioning Checklist:

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

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

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

NOTES:	

AC Load Center Checklist:

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

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

Torque Values			Ratings				
Line Side:		lbs./in.	Fuse Rating:		A		V
Load Side:		lbs./in.	Disconnect Rating:		A		V

NOTES

	Conduit				
	Size	Type	# of Conductors	Conductor Size	Qty.
1					
2					
3					
4					
5					
6					
7					
8					

4.1.3 Operation and Maintenance Approach

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

O&M Service Personnel:

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

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

Our operation and maintenance program encompassing the following:

a) PV Module & Inverter Cleaning:

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

b) Inspection of Connections and Terminals:

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

c) Corrective Maintenance:

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

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

d) Work Report Status:

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

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

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

Solar String Inverter Replacement Plan:

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

Extended Maintenance Plans:

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

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

4.1.4 Preliminary Project Schedule

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

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

4.1.5 Safety Plan

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

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

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

Staten Solar's EHS policy emphasizes the following principles:

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

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

Signage and Fencing Examples:





4.2 System Design

4.2.1 System Layouts and Design Parameters

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

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

Solar PV System Design - Parameters:

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

Solar PV System Design Parameters:

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

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

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

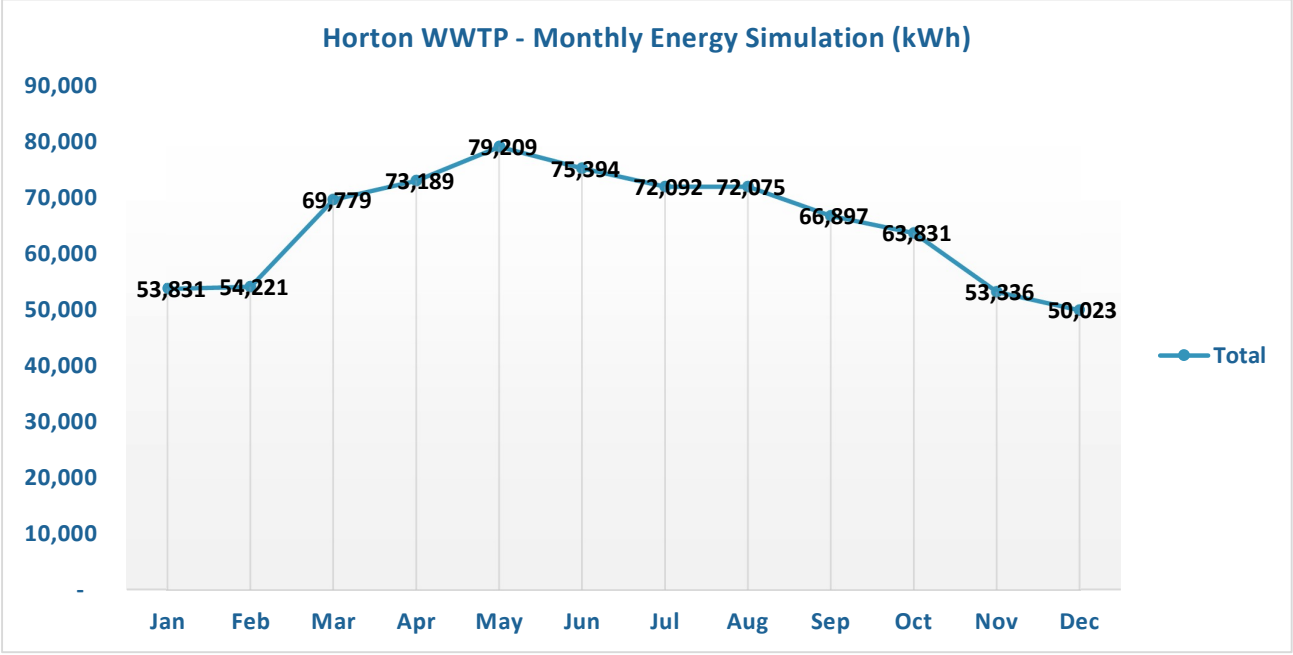
Solar Production Modelling:

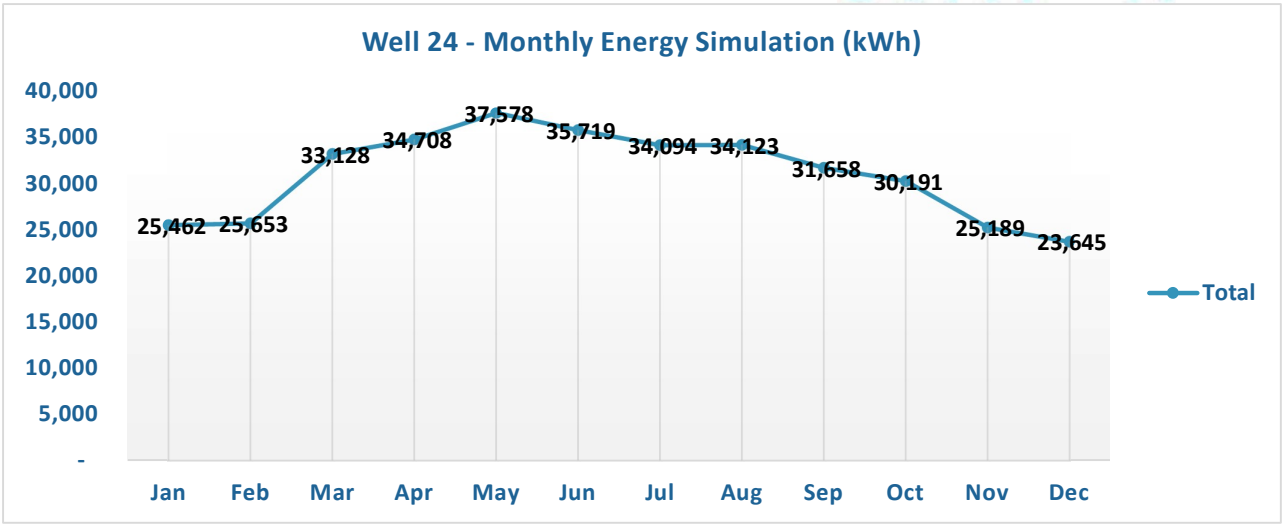
Staten Solar provides highly accurate PV performance modelling simulations using PVSyst, an industry-standard tool known for its user-friendly interface and regular updates.

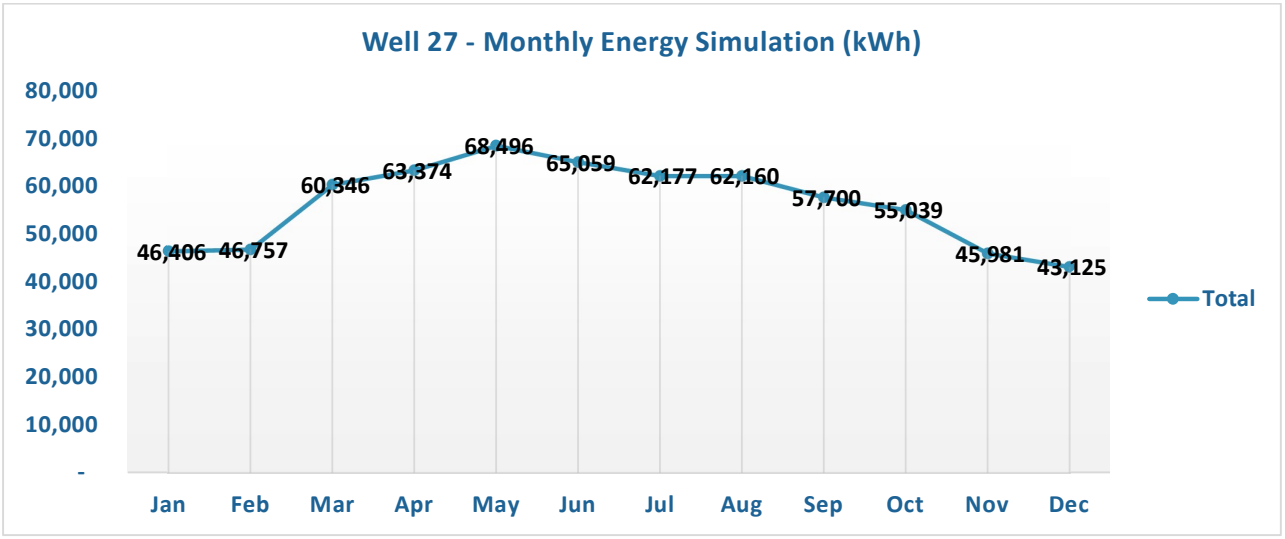
PVSyst helps design engineers produce reliable production reports. Our Engineering team is available to discuss findings at any time upon request. Solar power simulations are critical for determining the total value of a solar technology, which is why accurate data inputs are essential.

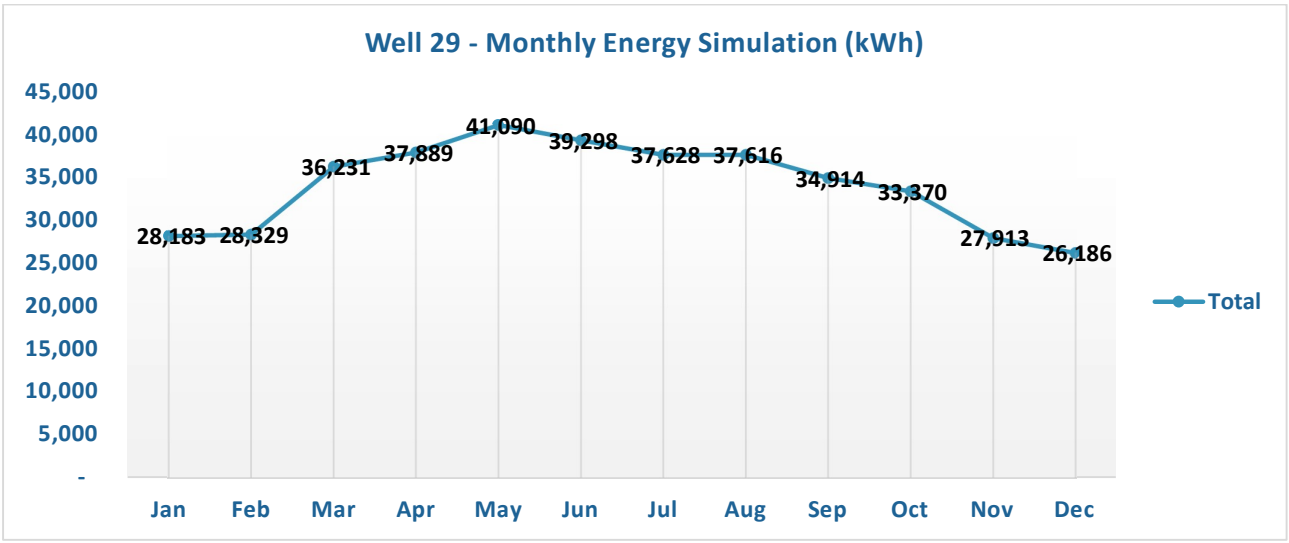
Our models consider various loss factors like soiling, IAM, temperature effects, low light conditions, wiring losses, degradation, and mismatch losses. These factors are based on historical production data relevant to your project.

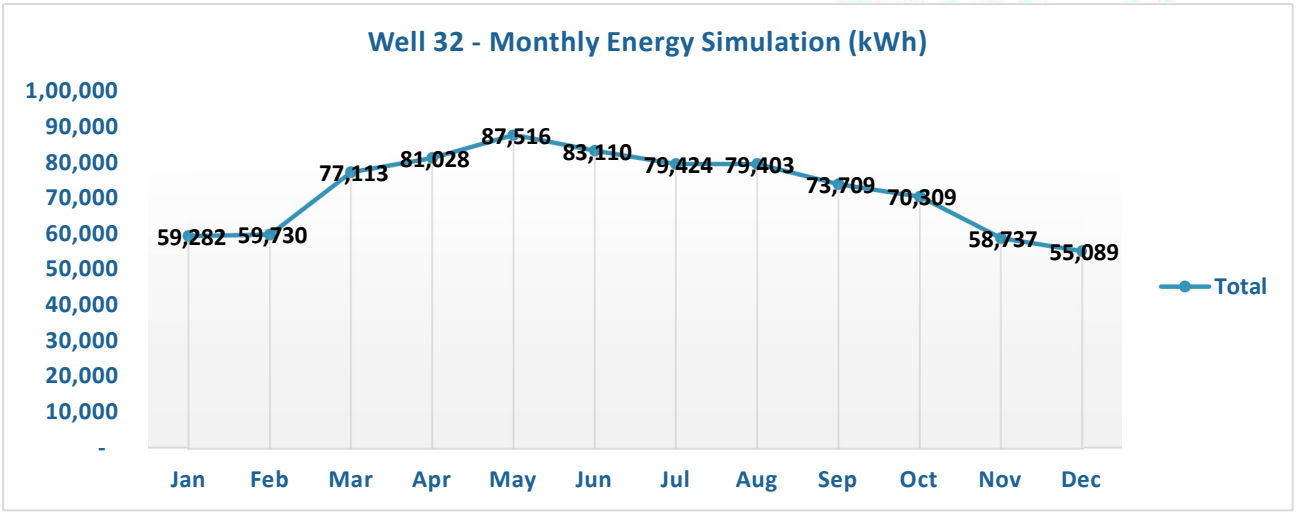
The complete PVSyst report is available in Appendix B. This section presents a graphical representation of the monthly energy simulations, derived from the detailed 8760-hour data analysis within the report.

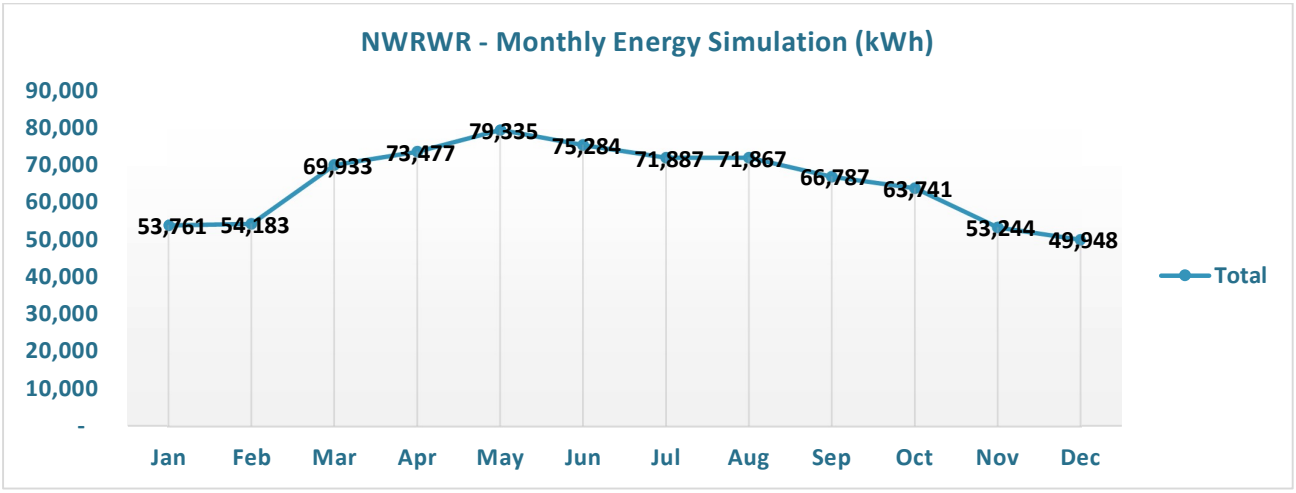


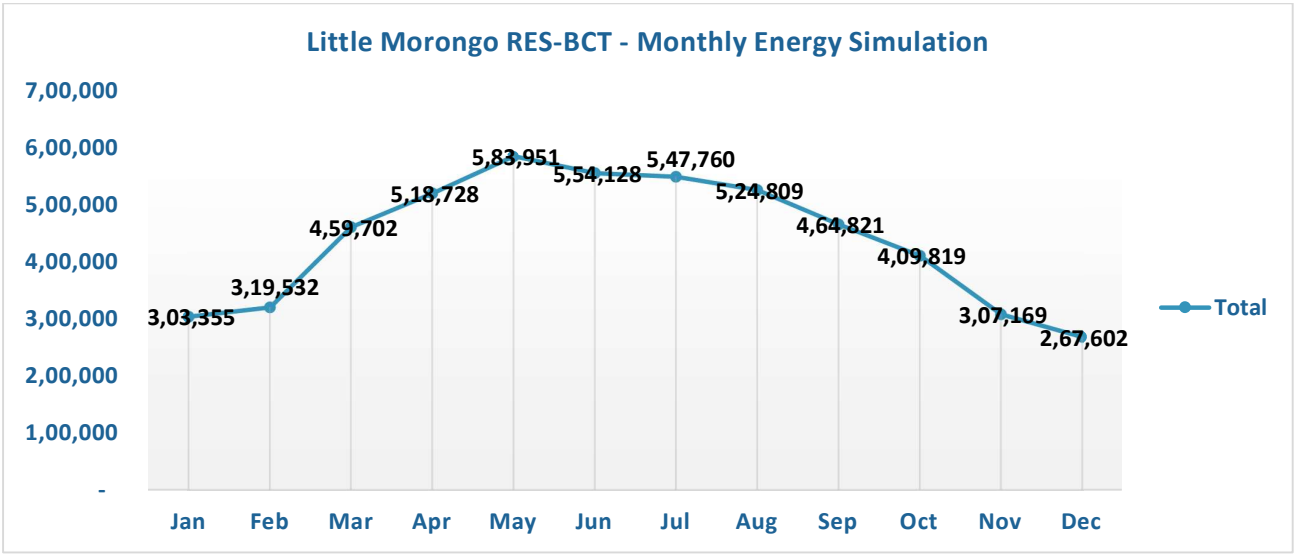

Well 24 - Monthly Energy Simulation (kWh)
40,000
35,000
30,000
25,000
20,000
15,000
10,000
5,000
-
25,462
25,653
33,128
34,708
37,578
35,719
34,094
34,123
31,658
30,191
25,189
23,645
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Total


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


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


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


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


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

4.2.2 Single Line Diagram

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

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

4.2.3 BOS & Transformer – Solar System

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

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

4.2.4 Racking/Structure Design

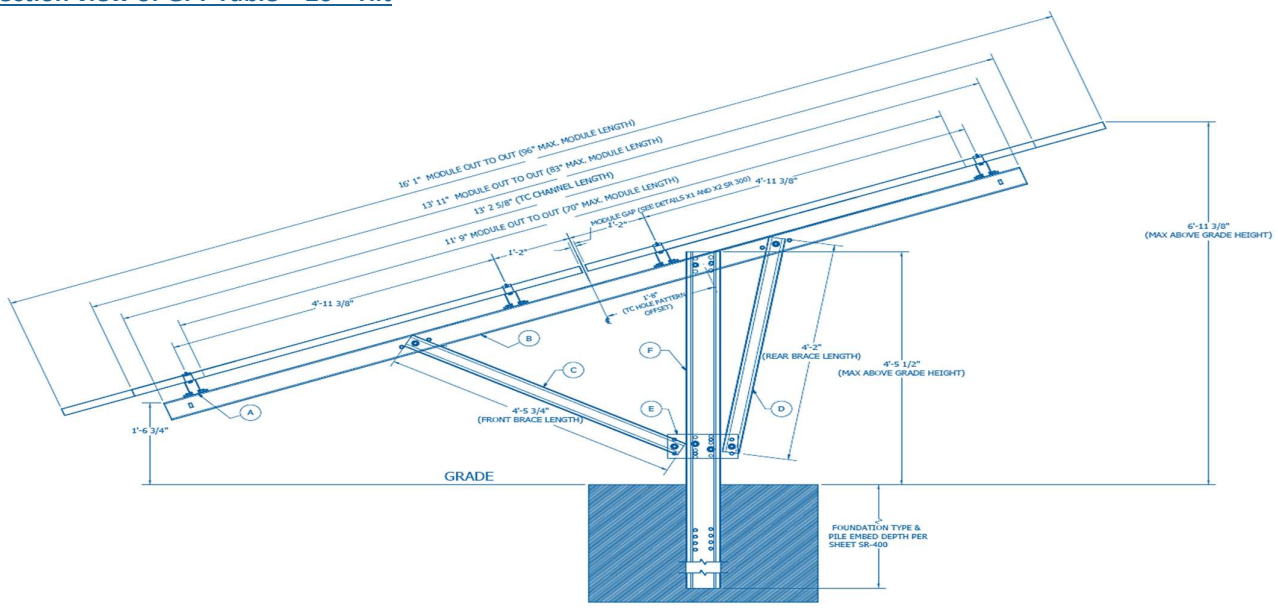
The ground mount project sites design using Unirac structure is available at the link given below – **Structure Design**.

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

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

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

Section view of GFT Table – 20 ° Tilt



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Next Tracker Architecture –

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



Design Criteria / Assumptions / Notes for Ground Mount Projects:

Project Site: Horton WWTP – GFT

Parameters Used for Design

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

Inspection

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

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Project Site: Well 24 – GFT

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

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

Project Site: Well 27 – GFT

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

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

STATEN

Project Site: Well 29 – GFT

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

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

Project Site: 32 and Booster Station – GFT

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

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

STATEN

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

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

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

Project Site: Little Morongo RES-BCT – GFT

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

4.3 Equipment Specification and Data Sheets

4.3.1 Solar Modules Specification

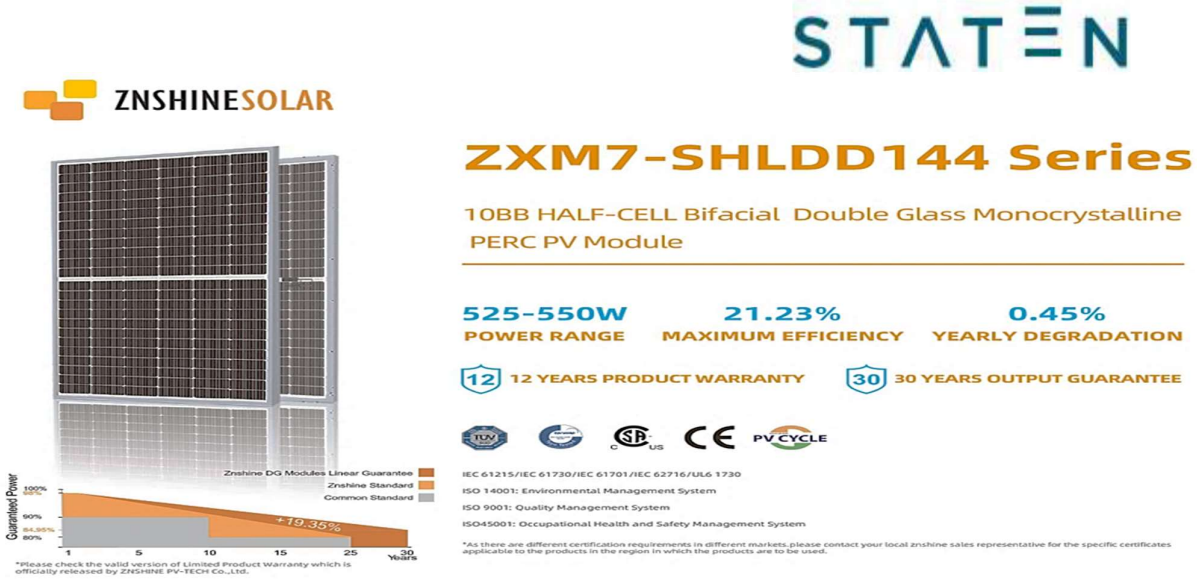
We propose utilizing high-efficiency solar panels with a proven record of accomplishment of performance and reliability. Our recommended photovoltaic (PV) modules are **Tier 1 approved by CEC (California Energy Commission) offered by ZnShine Solar 550W model**, identified by the model number "ZXM7-SHLDD-144-550".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

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

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

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

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



4.3.2 Inverter Specification

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

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

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

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

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

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

CPS

Data

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

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

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

Key Features

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



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

CPS

Data

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



CPS SCH100KTL-DO/US-480

4.3.3 Racking Structure Specification – Ground Mount

Ground Mount – Fixed Structure:

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

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



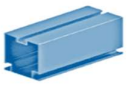
STATEN

DETAILED PARTS DESCRIPTION



Rail 411168M GFT RAIL 168" MILL

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



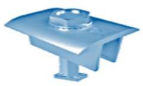
Rail 411246M GFT RAIL 246" MILL

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



Splice 404014 GFT RAIL SPLICE KIT

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



Mid Clamp 302045M UNIVERSAL AF SERIES MID CLAMP MILL

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



End Clamp 302050M UNIVERSAL AF SERIES END CLAMP MILL

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



Foundation 404001 GFT C-PILE, 12.5'

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



Structure 404037 GFT Top Chord Channel 20/30, LgFmt

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



Structure 404031 GFT DIAGONAL BRACE ASSEMBLY 20D SR

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



Hardware 404013 KIT, GFT ASSEMBLY HARDWARE 4-RAIL

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



Wire Management 404015 GFT WIRE MANAGEMENT CLIP

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



Grounding Lug 008009P ILSCO LAY IN LUG (GBL4DBT)

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



Wire Mgmt 008017S HEYCO SUNRUNNER 2-S CLIP

HEYCO SUNRUNNER 2-S CLIP



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

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

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

Ground Mount – Tracking Structure:

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

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

NX Horizon Decentralized Architecture:

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

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

STATEN

Proven resilience

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

Highlights

8 years in a row
Global Market Share Leader

90 GW
Delivered on 6 Continents

Best-in Class
Software Ecosystem and Global Services

Up to 4% more energy
Using TrueCapture yield optimization software



4.3.4 Monitoring Equipment/System Specification

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

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

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

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

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

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

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

It allows users to do the following:

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

STATEN

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

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

Wattch



SPECIFICATIONS

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

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

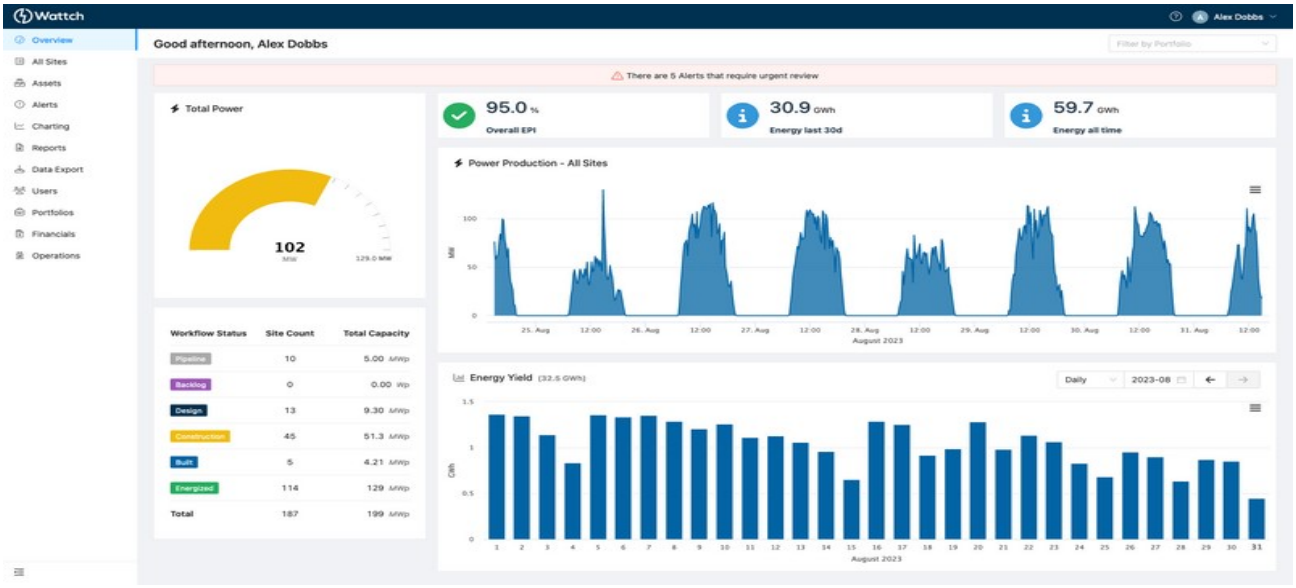
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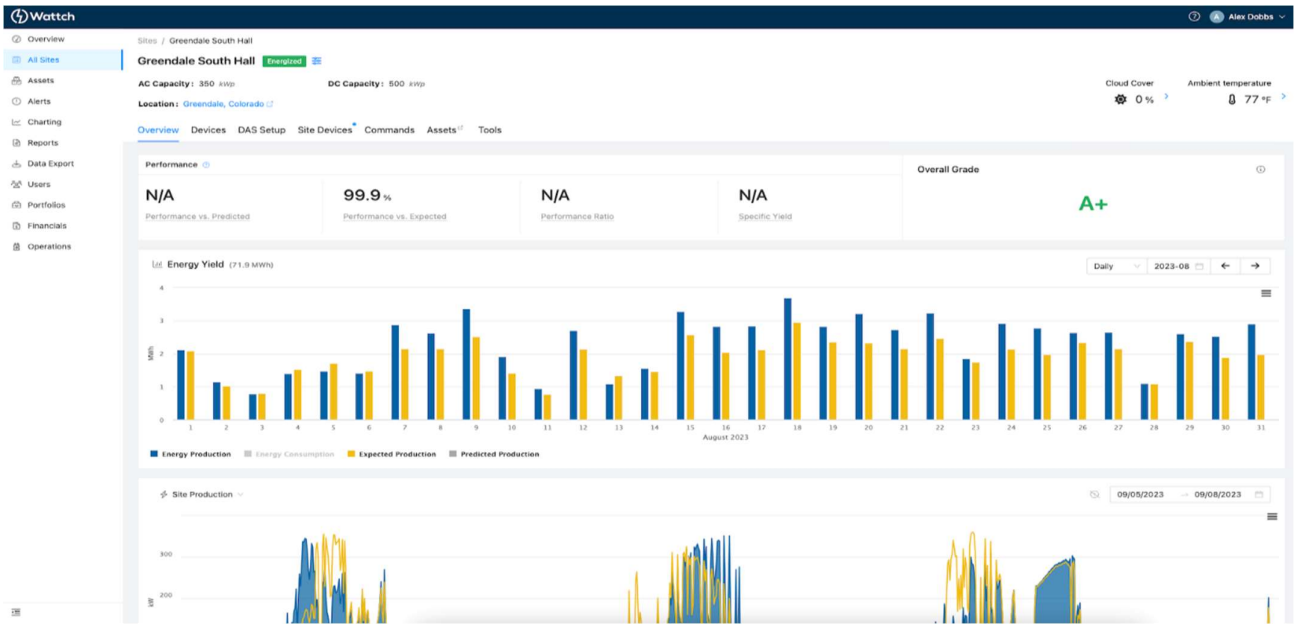
BILL OF MATERIALS

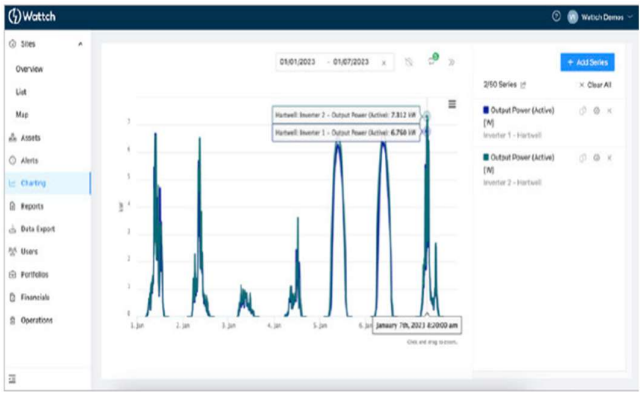
GENERAL	
Enclosure	Polycase WQ-76
POWER SUPPLY	
Power Supply	Mean Well WDR-120-24
Uninterruptible Power Supply	Mean Well DUPS40
AC Protection	Holly HC10SR Fuse
I/O Supplementary Protector	Eaton FAZ-B1-1-SP
UPS Supplementary Protector	Eaton FAZ-B3-1-SP

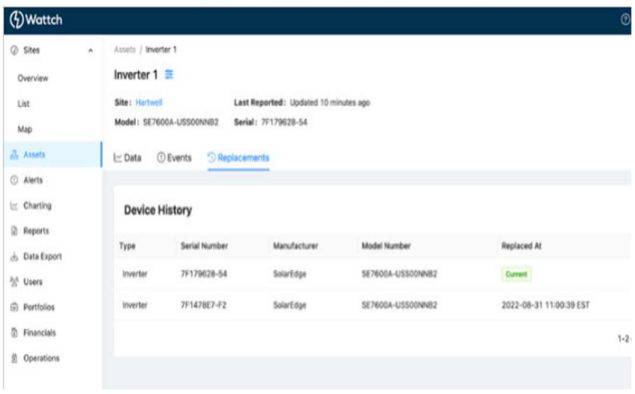
DATA ACQUISITION	
Production Meter	AccuEnergy AcuVim IIR
Data Logger/Controller	Wattch Edge Controller
COMMUNICATIONS	
LTE Modem	Digi International IX30-00G4

Monitoring System Interface Screenshot:

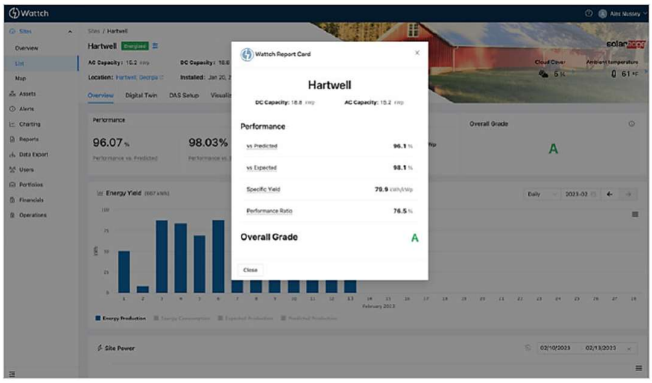




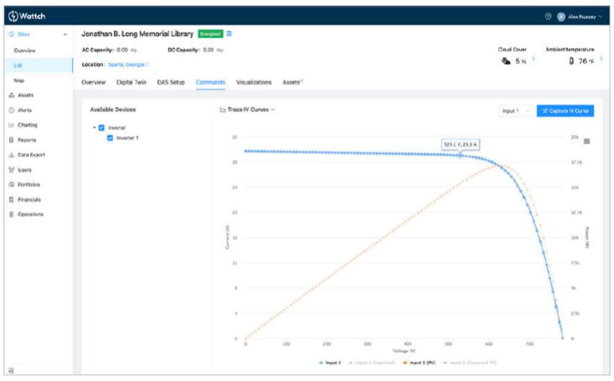




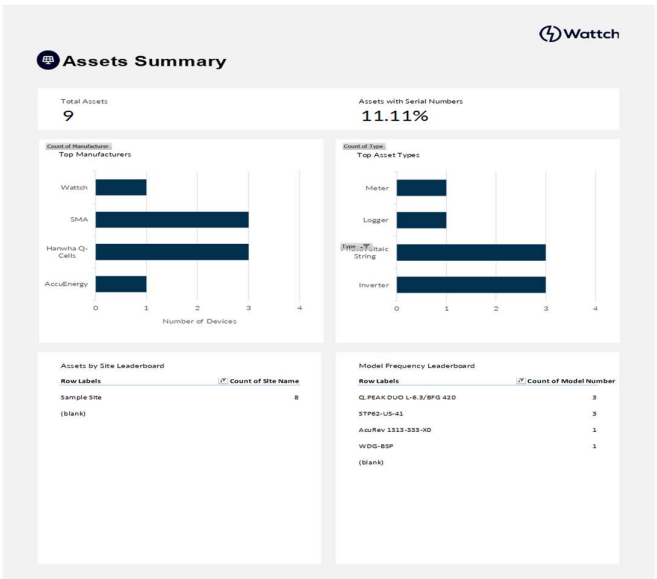
It has Full alert capabilities for a range of conditions, including device faults, device underperformance, site underperformance, device communications lost, modem offline, and other issues. Also includes additional intelligence and thresholds to reduce false alarm “noise”.

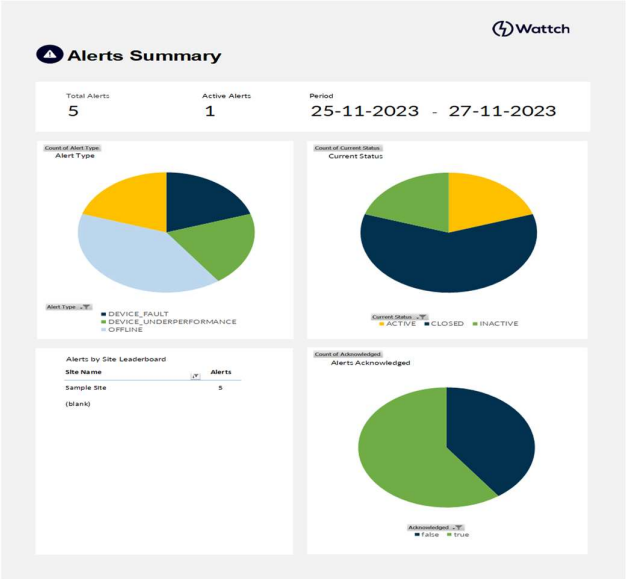


Site Report Card



Remote IV Curve Trace







4.3.5 Solar PV System - Standard Warranty

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

5. Project Reference

Staten Solar – Project Reference -1:

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



Staten Solar – Project Reference -2:

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



Staten Solar – Project Reference -3:

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



Staten Solar – Project Reference -4:

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



Staten Solar – Project Reference -5:

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

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6. List of Representative Projects

Staten Solar – US Commercial Project Experience:

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

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

7. Cost Proposal - Pricing and Terms

7.1 Solar Project Pricing

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

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

7.1.1 Pricing Details

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

Notes for PPA: -

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

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

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

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

7.1.2 Exhibit-E: Price Proposal Sheet

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

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

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

7.1.3 Solar PV Project Includes

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

a) Project Engineering

(i) Civil/structural engineering

(ii) Electrical engineering

(iii) Mechanical engineering

(iv) Geotechnical studies and engineering

b) Project Permitting

(i) Applicable AHJ permitting fees

(ii) Utility interconnection study process

c) Safety Plan

d) Materials

(i) Modules

(ii) Inverters

(iii) Racking/structures

(iv) Balance of System (BOS)

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

e) Equipment/Material Procurement

(i) Mobilization

(ii) Delivery, storage, and staging logistics

(iii) Delivery and handling costs

(iv) De-mobilization

f) Facility Construction

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

(ii) Structural/mechanical

(iii) Electrical

g) Interconnection Process

(i) Interconnection Application

(ii) Initial and supplemental review process management

(iii) System coordination studies (if deemed necessary)

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

(v) Pre-parallel inspection

(vi) Permission to operate (PTO)

h) Facility Testing

i) Facility Commissioning

(i) String voltage check

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

(iii) Racking visual inspection and torque check

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

(v) Switchgear (if required)

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

k) Operations and Maintenance

(i) Inverter maintenance

(ii) Module cleaning/testing

(iii) Checking of electrical connections/torque

(iv) Racking/structure torque check

(v) Inverter extended warranty or replacement plan

(vi) Remote monitoring

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

7.1.4 Solar PV Project Assumptions

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

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

b) Pricing includes sales tax, and permit fees.

c) Payment and performance Bond and Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

7.1.5 Solar PV Project Excludes

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

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

b) Any upgrades to existing site services.

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

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

e) Groundwater abatement.

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

g) Habitat mitigation.

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

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

j) Backup generator power for use during interconnection shutdown.

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

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

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

n) Off-site Storage fees.

o) Environmental studies.

7.2 Value Engineering/ Saving Analysis

Economics Benefits: Key Economic Benefits with PPA option

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

Environmental Benefits Equivalent:

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

Additional Benefits:

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

Saving Analysis:

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

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

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

ETBs Report – Solar only System:

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

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

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

8. Sample Draft Contract Agreements

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

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

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

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

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

Performance Guarantee Template:

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

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

Guaranteed Output Calculations:

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

- Where "Weather Adjustment" means the following ratio:

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

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

Guarantee Payment:

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

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

Actual Generation Measurement:

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

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

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

Adjustment of Expected Energy:

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

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

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

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

Guarantee Period	Expected Solar Energy Production (kWh)	Guaranteed Solar Energy Production (kWh)	Blended Energy Price (Total energy cost divided by the total kWh for True-up period) ($/kWh)
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All Relevant Documents: All documents that are part of proposal can also be accessed on below links:

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

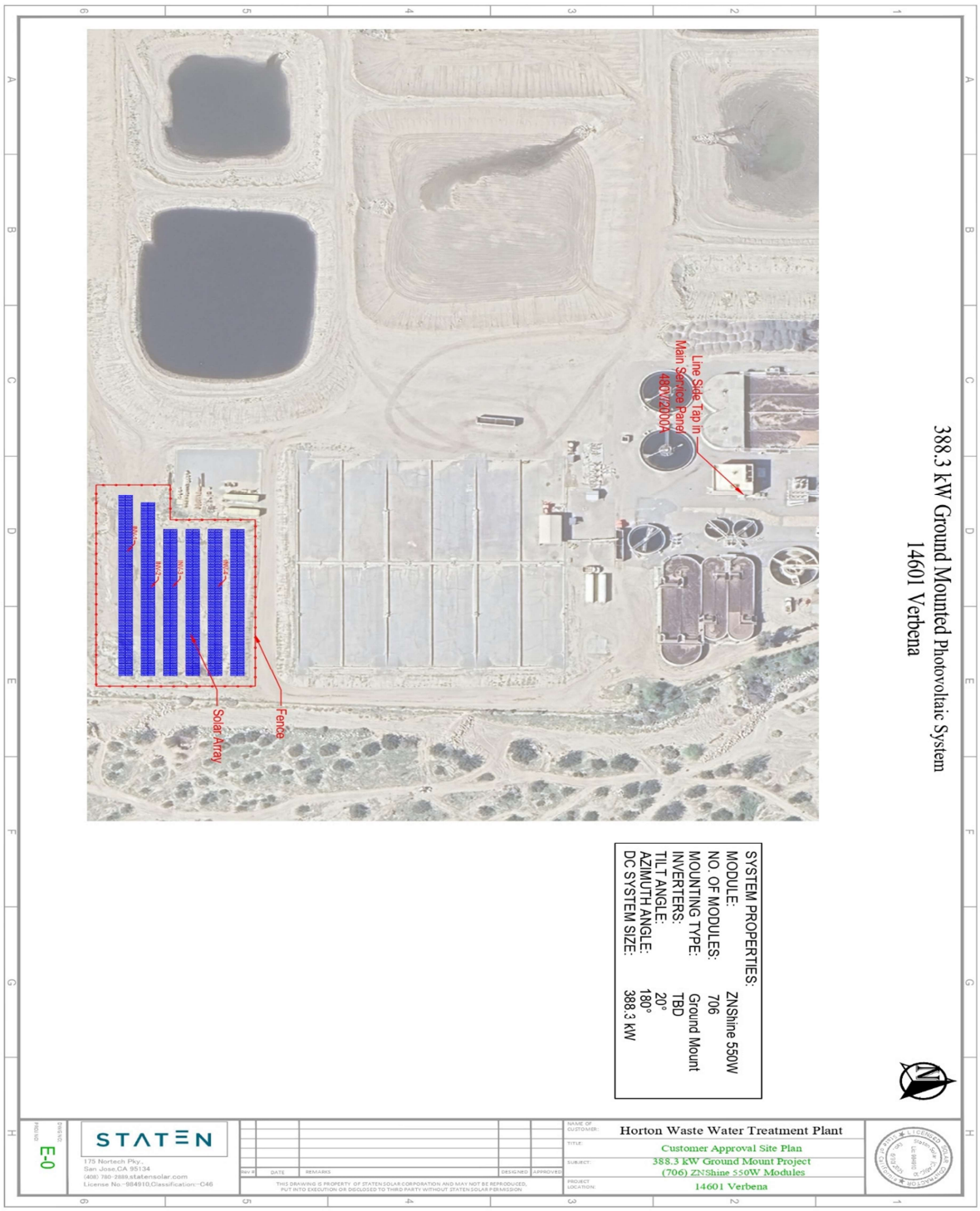
Note: All documents can also be access on this master link for ease: Master Documents Folder

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

Appendices

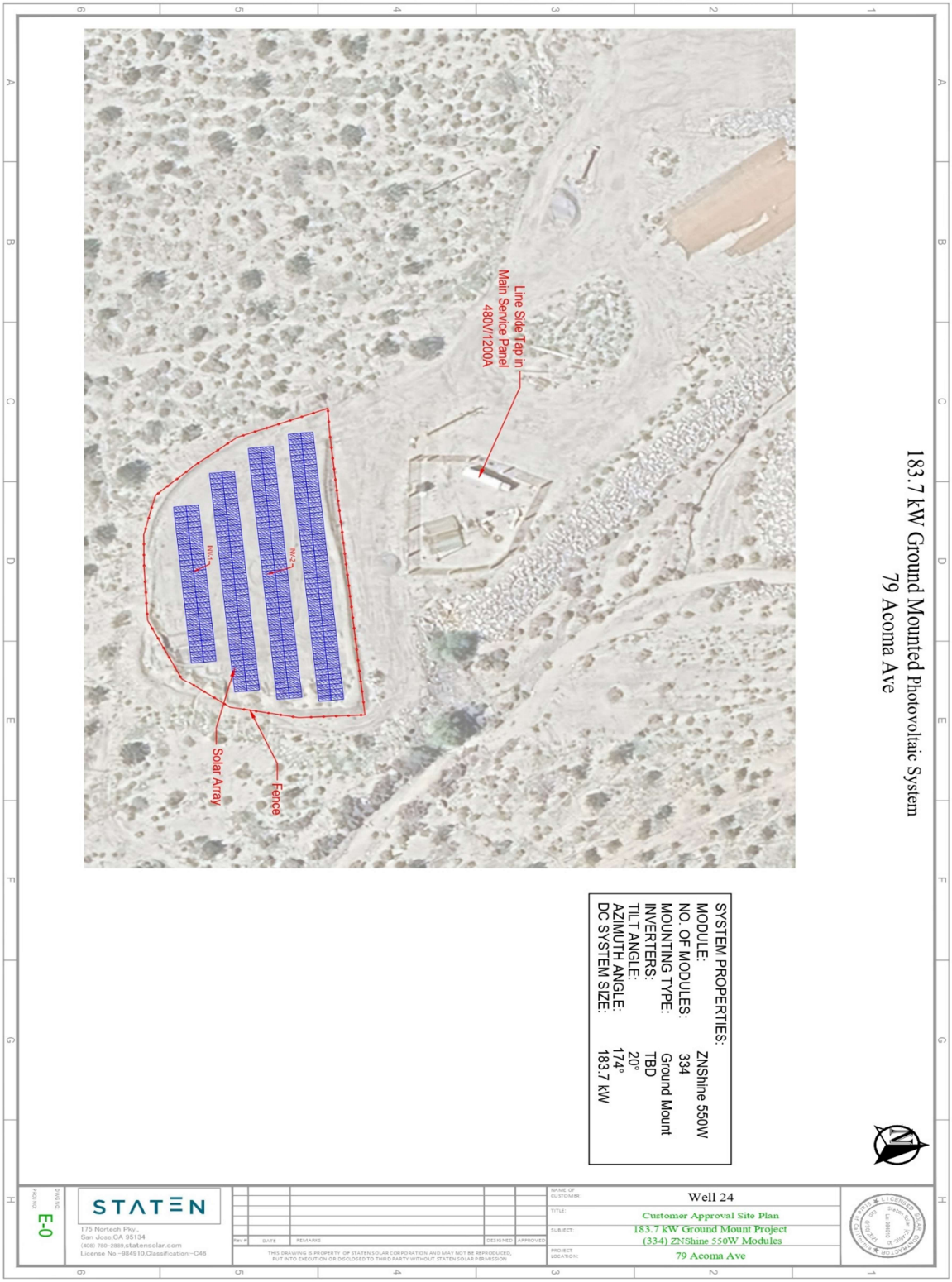
Appendix – A (System Layouts)

System Layout – Horton WWTP



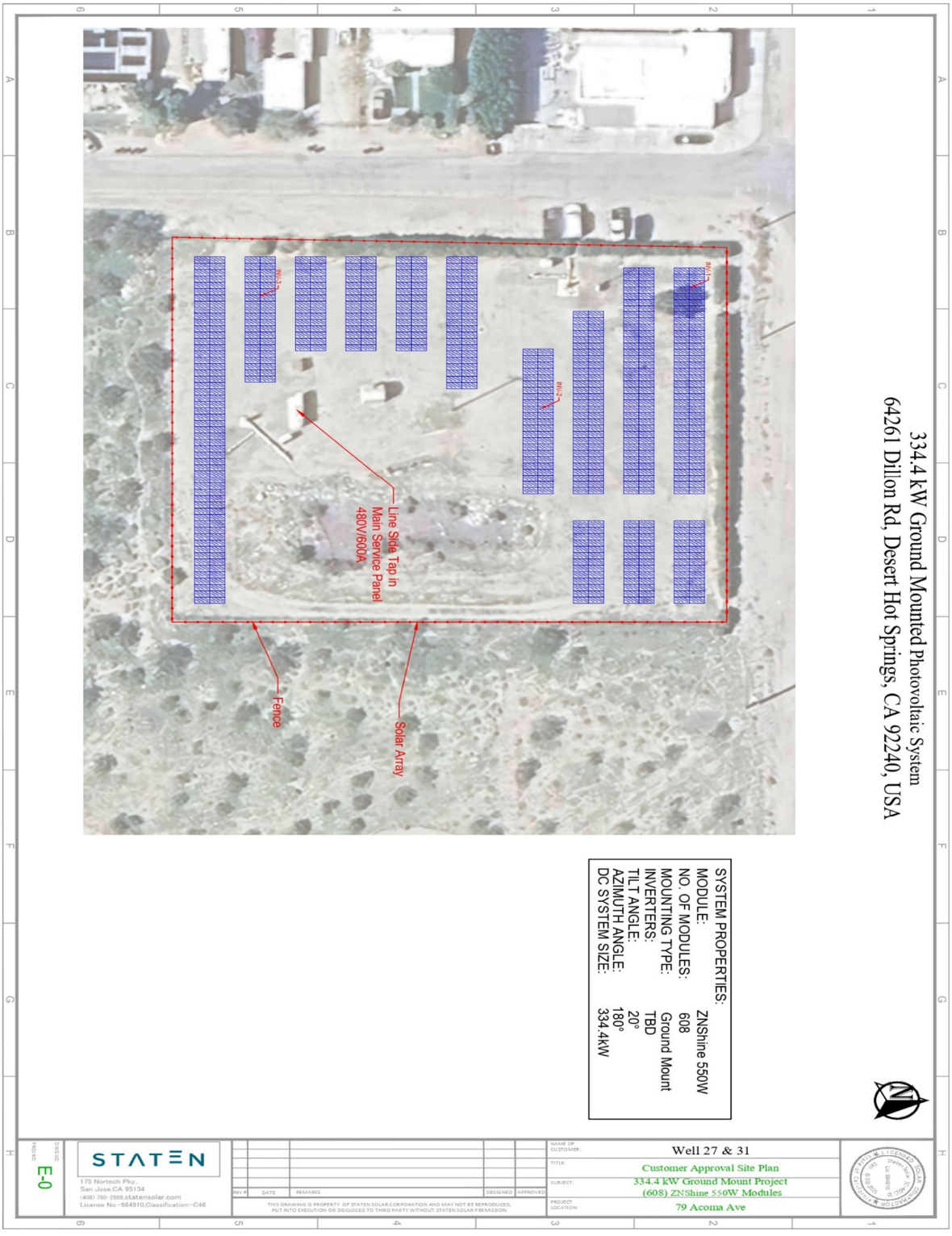
STATEN

System Layout – Well 24



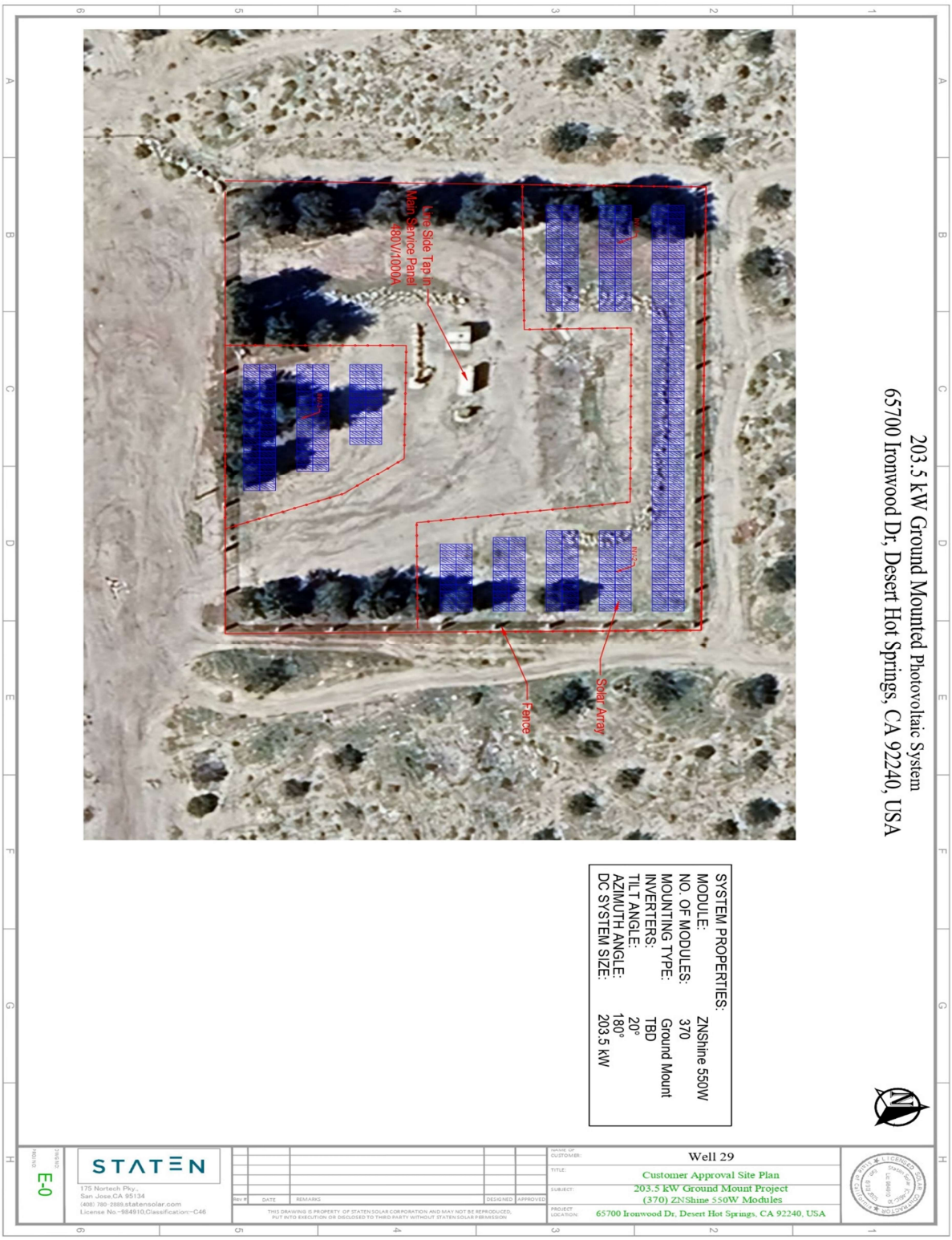
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System Layout – Well 27



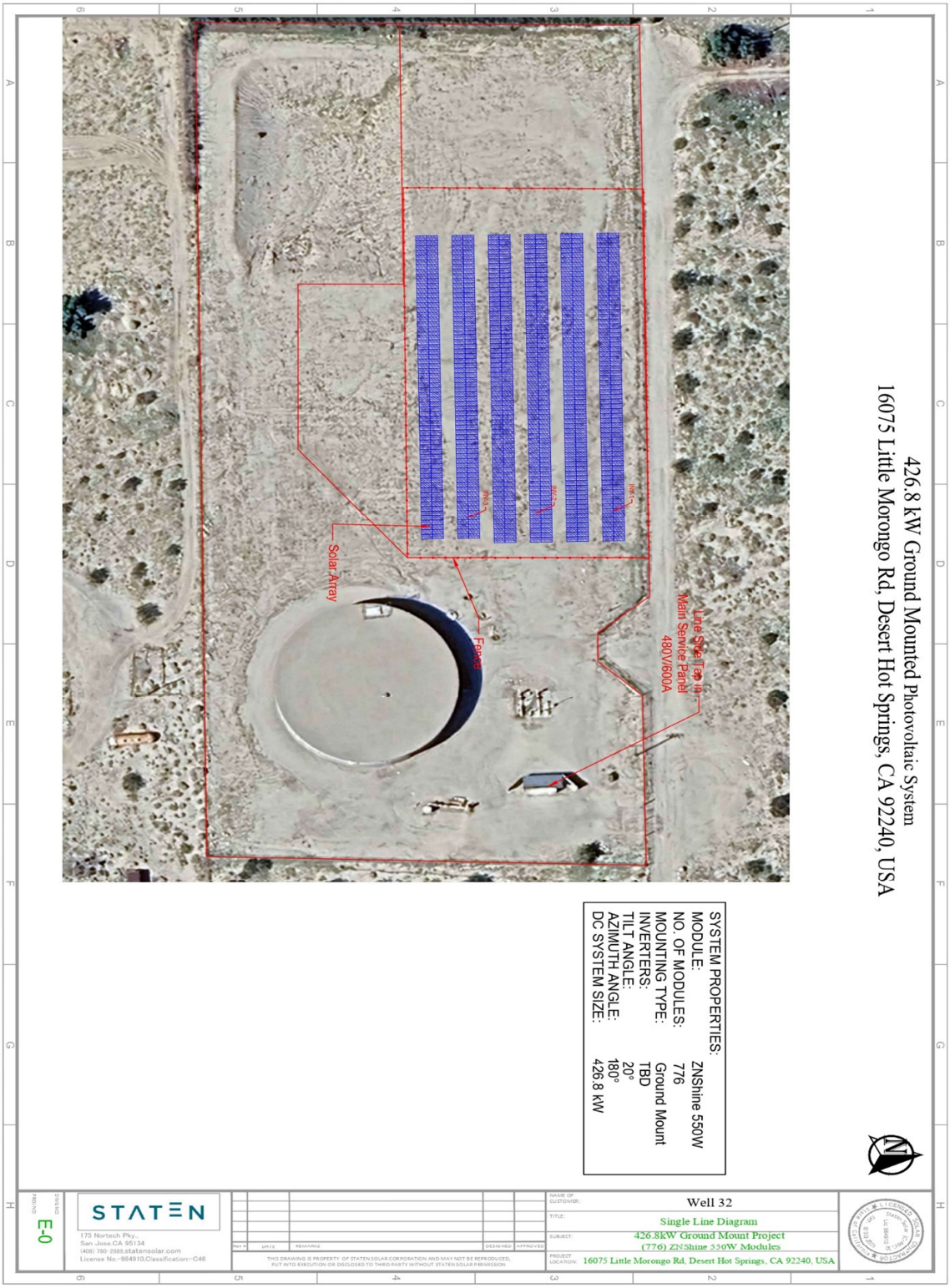
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System Layout – Well 29



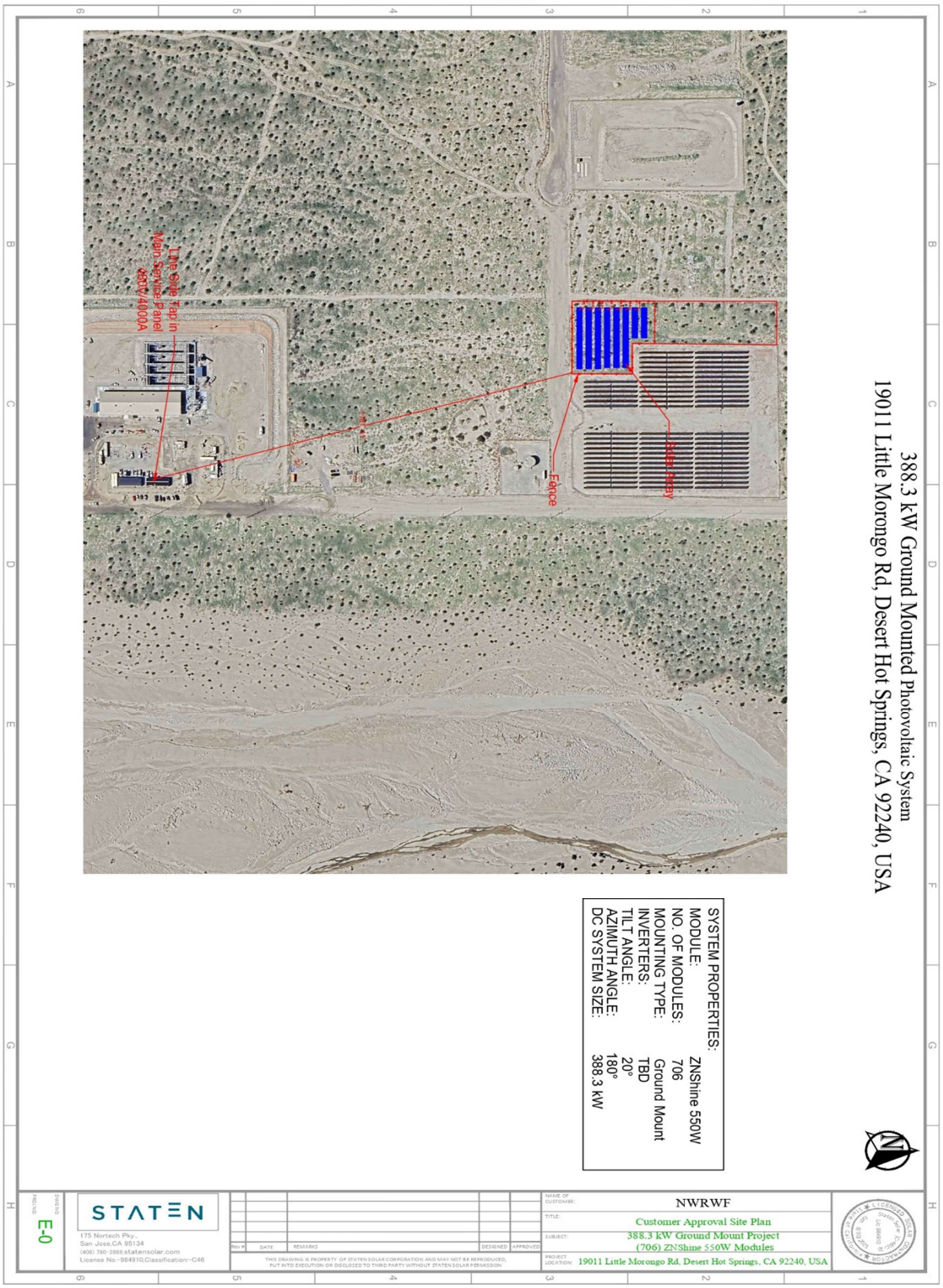
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System Layout – Well 32 and Booster Station



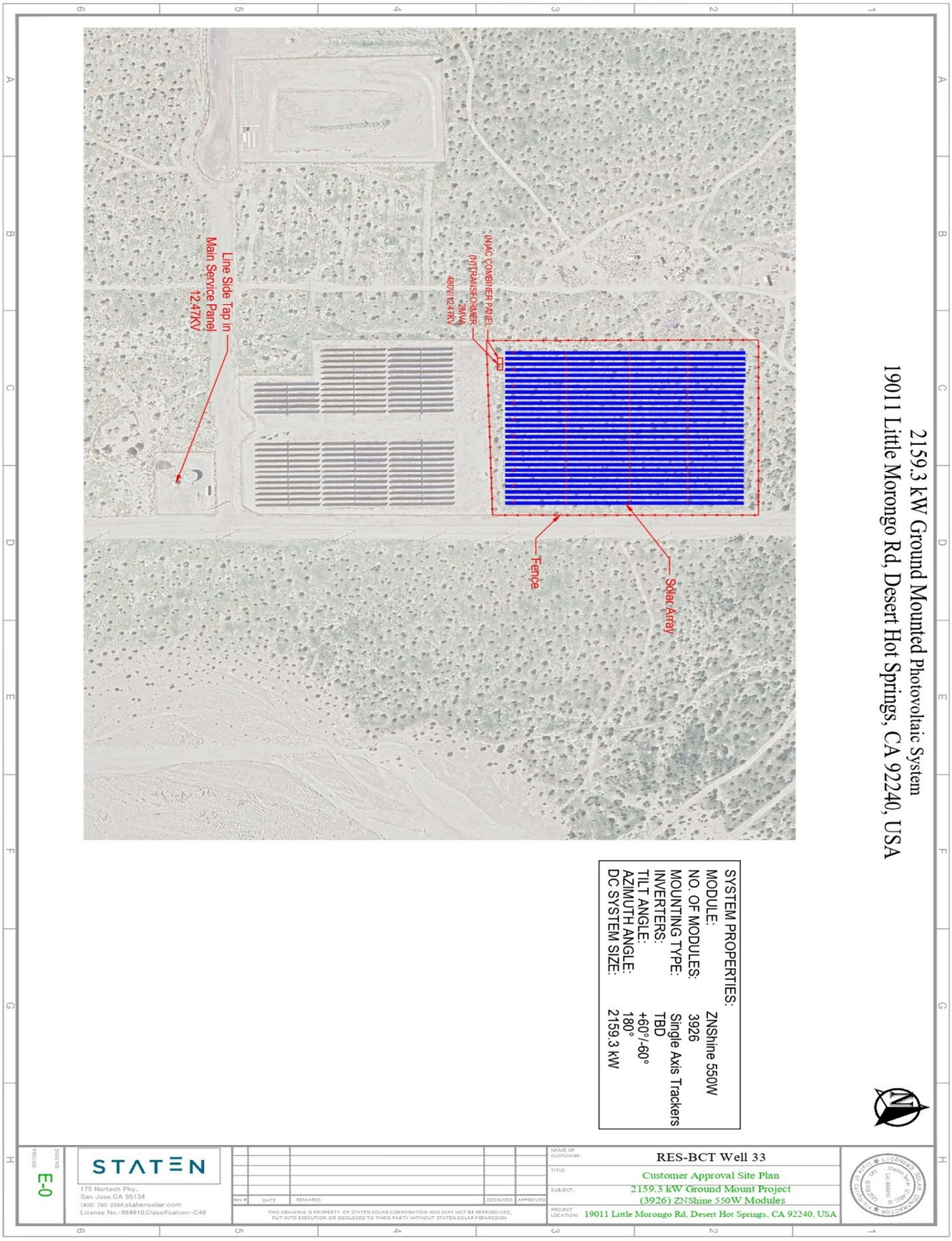
STATEN

System Layout – Nancy Wright Regional Water Reclamation



STATEN

System Layout – Little Morongo RES - BCT



STATEN

Appendix – B (PVSyst Simulation)

PVSyst Simulation

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

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

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

Appendix – C (SLDs)

SLD for Solar System

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

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

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

STATEN

Appendix – D (ETBs)

ETBs for Solar System

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

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

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

STATEN

Appendix – E (Equipment Datasheets)

Datasheet – Solar Module

ZNSHINESOLAR



ZXM7-SHLDD144 Series

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

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

12 YEARS PRODUCT WARRANTY

30 YEARS OUTPUT GUARANTEE



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

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

ISO 14001: Environmental Management System

ISO 9001: Quality Management System

ISO45001: Occupational Health and Safety Management System

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

Key Features

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

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

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

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

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

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

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

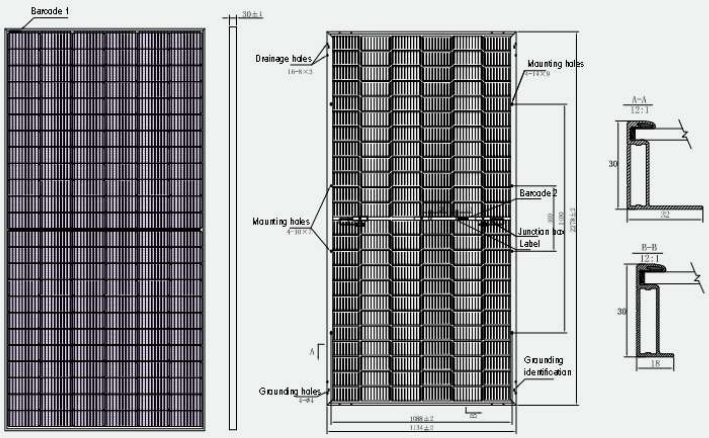
Founded in 1988, ZNShine solar is a world's leading high-tech PV module manufacturer.With the advanced production lines, the company boasts module capacity of 6GW. Bloomberg has listed ZNShine as a global Tier 1 PV module maker. Today Znshine has distributed its sales to more than 60 countries around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

STATEN

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

ZNSHINESOLAR

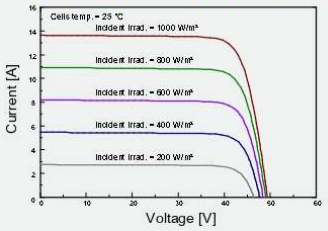
DIMENSIONS OF PV MODULE(mm)



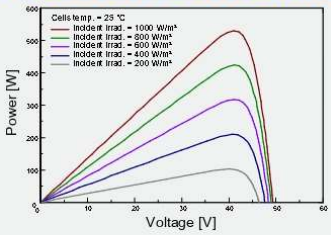
Front View Back View

*Remark: customized frame color and cable length available upon request

I-V CURVES OF PV MODULE(530W)



P-V CURVES OF PV MODULE(530W)



ELECTRICAL CHARACTERISTICS | STC*

Nominal Power Watt Pmax(W)*	525	530	535	540	545	550
Power Output Tolerance Pmax(%)	0~+3	0~+3	0~+3	0~+3	0~+3	0~+3
Maximum Power Voltage Vmp(V)	40.90	41.10	41.30	41.50	41.70	41.90
Maximum Power Current Imp(A)	12.85	12.91	12.96	13.02	13.07	13.13
Open Circuit Voltage Voc(V)	49.20	49.40	49.60	49.80	50.00	50.20
Short Circuit Current Isc(A)	13.59	13.65	13.71	13.77	13.83	13.89
Module Efficiency (%)	20.32	20.52	20.71	20.90	21.10	21.29

*The data above is for reference only and the actual data is in accordance with the pratical testing
*STC (Standard Test Condition): Irradiance 1000W/m², Module Temperature 25℃, AM 1.5
*Measuring tolerance: ±3%

MECHANICAL DATA

Solar cells	Mono PERC
Cells orientation	144 (6×24)
Module dimension	2278×1134×30 mm (With Frame)
Weight	31.5±1 kg
Glass	2.0 mm+2.0mm, High Transmission, AR Coated Heat Strengthened Glass
Junction box	IP 68, 3 diodes
Cables	4 mm² ,350 mm (With Connectors)
Connectors	MC4-compatible

*Please refer to regional datasheet for specified connector

ELECTRICAL CHARACTERISTICS | NMOT*

Maximum Power Pmax(Wp)	392.70	396.40	399.90	403.60	406.80	410.80
Maximum Power Voltage Vmpp(V)	38.00	38.20	38.40	38.50	38.80	38.90
Maximum Power Current Impp(A)	10.33	10.38	10.42	10.47	10.49	10.56
Open Circuit Voltage Voc(V)	46.00	46.20	46.30	46.50	46.70	46.90
Short Circuit Current Isc(A)	10.98	11.02	11.07	11.12	11.17	11.22

*NMOT:Irradiance 800W/m²,Ambient Temperature 20℃,AM 1.5,Wind Speed 1m/s

TEMPERATURE RATINGS

NMOT	44℃ ±2℃
Temperature coefficient of Pmax	-0.35%/℃
Temperature coefficient of Voc	-0.29%/℃
Temperature coefficient of Isc	0.05%/℃
Refer.Bifacial Factor	70±10%

WORKING CONDITIONS

Maximum system voltage	1500 V DC
Operating temperature	-40℃~+85℃
Maximum series fuse	30 A
Front Side Maximum Static Loading	Up to 5400Pa
Rear Side Maximum Static Loading	Up to 2400Pa

*Do not connect Fuse in Combiner Box with two or more strings in parallel connection

ELECTRICAL CHARACTERISTICS WITH 25% REAR SIDE POWER GAIN*

Front power Pmax/W	525	530	535	540	545	550
Total power Pmax/W	656	663	669	675	681	688
Vmp/V(Total)	41.00	41.20	41.40	41.60	41.80	42.00
Imp/A(Total)	16.01	16.08	16.15	16.23	16.30	16.37
Voc/V(Total)	49.30	49.50	49.70	49.90	50.10	50.30
Isc/A(Total)	16.95	17.02	17.10	17.17	17.25	17.32

*Bifacial Gain: The additional gain from the back side compared to the power of the front side at the standard test condition. It depends on mounting (structure, height, tilt angle etc.) and albedo of the ground.

PACKAGING CONFIGURATION**

Piece/Box	36
Piece/Container(40'HQ)	720

*Remark:Electrical data in this catalog do not refer to a single module and they are not part of the offer. They only serve for comparison among different module types.
**Customized packaging is available upon request.
Caution:Please be kindly advised that PV modules should be handled and installed by qualified people who have professional skills and please carefully read the safety and installation instructions before using our PV modules.

Add : 1#, Zhixi Industrial Zone, JintanJiangsu 213251, P.R. China Tel: +86 519 6822 0233

Note: Specifications included in this datasheet are subject to change without notice.ZNSHINE reserves the right of final interpretation © ZNSHINE SOLAR 2022 | Version: ZXM7-SHLDD144 2201.E
No special undertaking or warranty for the suitability of special purpose or being installed in extraordinary surroundings is granted unless as otherwise specifically committed by manufacturer in contract document

STATEN

Datasheet – String Inverter

CPS

Datasheet

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

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

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



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

Key Features

- NEC 2017/2020 PVRSS certified for rapid shutdown
- 55 & 66 kVA rating allows max rated active power @ ±0.91 PF
- Selectable max AC apparent power of 50/55 kVA and 60/66 kVA
- NEC compliant and UL listed arc-fault circuit protection
- 15-90° mounting orientation for low profile roof installs
- Optional FlexOM Gateway enables remote firmware upgrades
- Integrated AC and DC disconnect switches
- 3 MPPTs with 5 inputs each for maximum flexibility
- NEMA Type 4X outdoor rated enclosure
- UL 1741-SA certified to CA Rule 21, including SA8 - SA18
- UL 1741-SB and IEEE 1547-2018 certified
- Separable wire-box design for fast service
- Standard 10-year warranty with extensions up to 20 years



50/60KTL Standard Wire-box



50/60KTL Rapid Shutdown Wire-box

C SP US

FC This device complies with part 15 of the FCC Rules

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Chint Power Systems America
1380 Presidential Drive, Suite 100, Richardson, TX 75081
Tel: 855-584-7168 Mail: AmericaSales@chintpower.com Web: www.chintpowersystems.com

STATEN

CPS

Technical Data

Model Name	CPS SCA50KTL-DO/US-480	CPS SCA60KTL-DO/US-480
DC Input		
Max. PV power	90 kW (33 kW per MPPT)	
Max. DC input voltage	1000 Vdc	
Operating DC input voltage range	200-950 Vdc	
Start-up DC input voltage / power	330 V / 80 W	
Number of MPP trackers	3	
MPPT voltage range @ PF>0.99	480-850 Vdc	540-850 Vdc
Max. PV short-circuit current (Isc x 1.25)	204 A (68 A per MPPT)	
Number of DC inputs	15 inputs, 5 per MPPT	
DC disconnection type	Load-rated DC switch	
DC surge protection	Type II MOV	
AC Output		
Rated AC output power @ PF>0.99 to ±0.91[1]	50 kW	60 kW
Max. AC apparent power (selectable)	50 / 55 kVA	60 / 66 kVA
Rated output voltage	480 Vac	
Output voltage range[2]	422 - 528 Vac	
Grid connection type	3Φ / PE / N (Neutral optional)	
Max. AC output current @ 480 Vac	60.2 / 66.2 A	72.2 / 79.4 A
Rated output frequency	60 Hz	
Output frequency range[2]	57 - 63 Hz	
Power factor	>0.99 (±0.8 adjustable)	
Current THD @ rated load	<3%	
Max. fault current contribution (1 cycle RMS)	64.1 A (1.06/0.88 PU)	
Max. OCPD rating	110 A	125 A
AC disconnection type	Load-break rated AC switch	
AC surge protection	Type II MOV	
System and Performance		
Topology	Transformerless	
Max. efficiency	98.8%	
CEC efficiency	98.5%	
Stand-by / night consumption	<1 W	
Environment		
Enclosure protection degree	NEMA Type 4X	
Cooling method	Variable speed cooling fans	
Operating temperature range[3]	-22°F to +140°F / -30°C to +60°C	
Non-operating temperature range[4]	No low temp minimum to +158°F / +70°C maximum	
Operating humidity	0 to 100%	
Operating altitude	13123 ft / 4000 m (derating from 9843 ft / 3000 m)	
Audible noise	<60 dBA @ 1 m and 25°C	
Display and Communication		
User interface and display	LCD+LED	
Inverter monitoring	SunSpec, Modbus RS485	
Site-level monitoring	CPS FlexOM Gateway (1 per 32 inverters)	
Modbus data mapping	CPS	
Remote diagnostics / firmware upgrade functions	Standard / (with FlexOM Gateway)	
Mechanical		
Dimensions (H x W x D)	39.4 x 23.6 x 10.24 in (1000 x 600 x 260 mm)	
Weight	Inverter: 123.5 lbs (56 kg); Wire-box: 33 lbs (15 kg)	
Mounting / installation angle[5]	15 to 90 degrees from horizontal (vertical or angled)	
AC termination	M8 stud type terminal block (wire range: #6 - 3/0 AWG CU/AL; lugs not supplied)	
DC termination[6]	Screw clamp, neg. busbar (RSD version[6]) wire range: #14 - #6 AWG CU	
Fused string inputs (5 per MPPT)[7]	RSD[6] and Standard Wire-box: 20 A fuses provided (fuse values up to 30 A acceptable)	
Safety		
Certifications and standards	UL 1741-SA Ed. 2, UL 1699B, CSA-C22.2 NO.107.1-01, IEEE 1547a-2014, FCC PART15	
Selectable grid standard	IEEE 1547a-2014, CA Rule 21, ISO-NE	
Smart-grid features	Volt-RideThru, Freq-RideThru, Ramp-Rate, Specified-PF, Volt-VAR, Freq-Watt, Volt-Watt	
Warranty		
Standard	10 years	
Extended terms	15 and 20 years	

1) Active power derating begins at PF = ±0.91 to ±0.80 when max AC apparent power is set to 55 or 66 kVA.
2) The "output voltage range" and "output frequency range" may differ according to the specific grid standard.
3) Active power derating begins at 40°C when PF = ±0.9 and MPPT≥Vmin; at 45°C when PF = 1 and MPPT≥Vmin; and at 50°C when PF = 1 and MPPT≥700 Vdc.
4) See user manual for further requirements regarding non-operating conditions.
5) Shade cover accessory required for installation angles of 75 degrees or less.
6) RSD wire-box only includes fuses and fuse holders on the positive polarity, compliant with NEC 2017/2020.
7) Fuse values above 20 A have additional spacing requirements or require the use of the Y-Comb Terminal Block. See user manual for more details.
8) Firmware version 17.0 or later required.

STATEN

Datasheet

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



CPS SCH100KTL-DO/US-480

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

Key Features

- NFPA 70 and NEC compliant
- Touch-safe DC fuse holders adds convenience and safety
- CPS FlexOM Gateway enables remote firmware upgrades
- Integrated AC & DC disconnect switches
- 1 MPPT with 20 fused inputs for maximum flexibility
- Copper and Aluminum compatible AC connections
- NEMA Type 4X outdoor rated, tough tested enclosure
- Advanced Smart-Grid features (CA Rule 21 certified)
- kVA headroom yields 100kW @ 0.95PF
- Generous DC/AC inverter load ratios
- Separable wire-box design for fast service
- Standard 5-year warranty with extensions to 20 years



100KTL Standard Wire-box



100KTL Centralized Wire-box

This device complies with part 15 of the FCC Rules

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Chint Power Systems America
1380 Presidential Drive, Suite 100, Richardson, TX 75081
Tel: 855-584-7168 Mail: AmericaSales@chintpower.com Web: www.chintpowersystems.com

STATEN

CPS

Technical Data

Model Name	CPS SCH100KTL-DO/US-480
DC Input	
Max. DC input voltage	1500Vdc
Operating DC input voltage range	750-1450Vdc
Start-up DC input voltage / power	900Vdc / 200W
Number of MPP trackers	1
MPPT voltage range @ PF>0.99[1]	760-1300Vdc
Max. PV input current (Isc x1.25)	275A
Number of DC inputs	20 PV source circuits, pos. & neg. fused with Standard Wire-box 1 input circuit, 1-2 terminations per pole, non-fused with Centralized Wire-box
DC disconnection type	Load-rated DC switch
DC surge protection	Type II MOV (with indicator/remote signaling), Up=2.5kV, In=20kA (8/20uS)
AC Output	
Rated AC output power @ PF>0.99	100kW
Max. AC apparent power[2]	100kVA (105.3kVA @ PF>0.95)
Rated output voltage	480Vac
Output voltage range[3]	423-528Vac
Grid connection type[4]	3-Phase / PE / N (neutral optional)
Max. AC output current @ 480Vac	120.3A / 126.7A
Rated output frequency	60Hz
Output frequency range[3]	57 - 63Hz
Power factor	>0.99 (±0.8 adjustable)
Current THD @ rated load	<3%
Max. fault current contribution (1 cycle RMS)	41.47A
Max. OCPD rating	200A
AC disconnection type	Load-rated AC switch
AC surge protection	Type II MOV (with indicator/remote signaling), Up=2.5kV, In=20kA (8/20uS)
System and Performance	
Topology	Transformerless
Max. efficiency	98.9%
CEC efficiency	98.0%
Stand-by / night consumption	<4W
Environment	
Enclosure protection degree	NEMA Type 4X
Cooling method	Variable speed cooling fans
Operating temperature range	-22°F to +140°F / -30°C to +60°C (derating from +108°F / +42°C)
Non-operating temperature range[5]	No low temp minimum to +158°F / +70°C maximum
Operating humidity	0-100%
Operating altitude	8202ft / 2500m (no derating)
Audible noise	<65dBA @ 1m and 25°C
Display and Communication	
User interface and display	LED indicators, WiFi + APP
Inverter monitoring	Modbus RS485
Site level monitoring	CPS FlexOM (1 per 32 inverters)
Modbus data mapping	SunSpec / CPS
Remote diagnostics / firmware upgrade functions	Standard / (with FlexOM Gateway)
Mechanical	
Dimensions (W x H x D)	45.28 x 24.25 x 9.84in (1150 x 616 x 250mm) with Standard Wire-box 39.37x24.25x9.84in (1000x616x250mm) with Centralized Wire-box
Weight	Inverter: 121lbs / 55kg; Wire-box: 55lbs / 25kg (Standard Wire-box); 33lbs / 15kg (Centralized Wire-box)
Mounting / installation angle	15 - 90 degrees from horizontal (vertical or angled)
AC termination	M10 stud type terminal [3Φ] (wire range:1/0AWG - 500kcmil CU/AL, lugs not supplied) Screw clamp terminal block [N] (#12 - 1/0AWG CU/AL)
DC termination	Screw clamp fuse holder (wire range: #12 - #6AWG CU) with Standard Wire-box Busbar, M10 Bolts (wire range: #1AWG - 500kcmil CU/AL [1 termination per pole], #1AWG - 300kcmil CU/AL [2 terminations per pole], lugs not supplied) with Centralized Wire-box
Fused string inputs	20A fuses provided (fuse values up to 30A acceptable)
Safety	
Certifications and standards	UL1741-SA/SB Ed. 3, CSA-22.2 NO.107.1-01, IEEE1547-2018, FCC PART15
Selectable grid standard	IEEE 1547a-2014, IEEE 1547-2018[6], CA Rule 21, ISO-NE, HECO Rule 14H
Smart-grid features	Volt-RideThru, Freq-RideThru, Ramp-Rate, Specified-PF, Volt-VAR, Freq-Watt, Volt-Watt
Warranty	
Standard	5 years
Extended terms	10, 15, and 20 Years

1) See user manual for information regarding MPPT voltage range when operating at non-unity PF.
2) "Max AC apparent power" rating valid within MPPT voltage range and temperature range of -30°C to +40°C (-22°F to +104°F).
3) The "output voltage range" and "output frequency range" may differ according to the specific grid standard.
4) Wye neutral-grounded; Delta may not be corner-grounded.
5) See user manual for further requirements regarding non-operating conditions.
6) Firmware version 12.0 or later required.

STATEN

Datasheet – Monitoring (DAS) System

Wattch



STANDARD DATA ACQUISITION SYSTEM

WDAS-S3

FEATURES

- Revenue-grade energy metering with NIST traceable calibration certificates
- Second-by-second monitoring and control for distributed generation assets
- Battery backup for increased uptime and outage accounting
- Universal compatibility with Modbus/RTU and Modbus/TCP devices

SPECIFICATIONS

GENERAL	
Dimensions	19.69 x 15.75 x 7.87 in (500.13 x 400.05 x 199.90 mm)
Weight	16 lb (7.26 kg) 32 lb with batteries (14.2 kg)
Ratings	UL 508A
Mounting	Non-penetrating surface-mount installation with included flange kit
Warranty[1]	5 years against defects in materials and workmanship
ENVIRONMENTAL	
Operating Temperature	-20 to 70°C, 20-90% relative humidity non-condensing
Protection Ratings	NEMA 4X / IP67, outdoor-rated
POWER SUPPLY	
Input Voltage	311-690Vac L-L
Input Protection	2A Class CC time-delay fuse per input
Power Consumption	Average: 11W Peak: 80W
UPS	(2) 9Ah sealed lead acid batteries in series (24V DC) Powers equipment for up to 18 hours after power failure[2]
External[3]	Up to 1A at 24V DC available for external devices and sensors Switched via UL 1077 supplementary protector

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

[1] Excludes SLA backup batteries and fuses
[2] Actual runtime will vary based on the number of external devices connected
[3] Devices connected must be 21-28VDC tolerant for operation while running on UPS backup
[4] Exact value varies with the number of configured devices
[5] Applies from 1% to 120% of rated CT current, NIST traceable calibration certificate available upon request for an additional fee

Developed in partnership with ACCUENERGY

STATEN

Wattch



BILL OF MATERIALS

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

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

STATEN

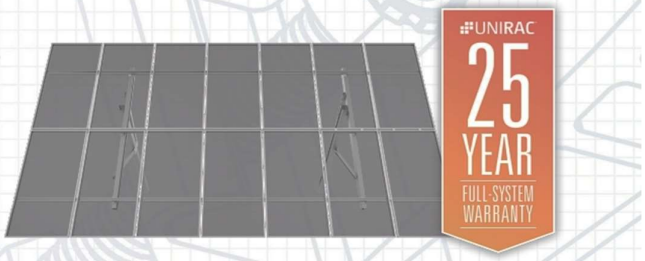
Datasheet – Ground Mount – Fixed Structure

GROUND FIXED TILT

UNIRAC
BETTER SOLAR STARTS HERE

IN STOCK AND READY TO SHIP

- Standardized components and kitted hardware bring ease of stocking and repeatability from 2KW to multi-MW.
- North America's largest ground mount distributor network ensures the fastest lead times and empowers you to finish your projects on schedule.

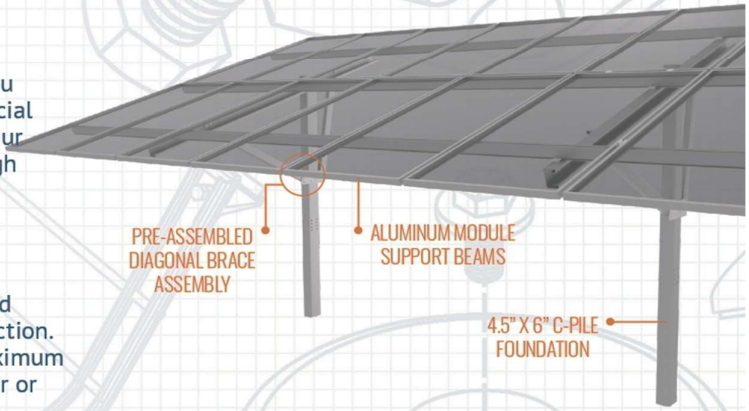


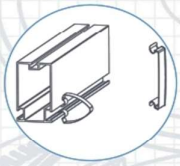
PERMIT - READY

- Pre-engineered regional designs save you valuable time. Industry-leading commercial customer service supports you across your project, from design and logistics through installation.

INSTALLATION EXPERIENCE

- Kitted hardware, integrated bonding, and pre-assembled parts streamline construction. Straightforward connections ensure maximum strength and require no specialized labor or training.
- Lightweight components allow for one or two-person assembly.
- System flexibility enables you to mount all the most common residential and commercial modules on shared rails or at standard module quarter points.
- Choose from multiple foundations and 3, 4, 5, or 6-rail designs to optimize your projects.





SNAP ON WIRE
MANAGMENT



TOP MOUNTING MODULE CLAMPS
W/ INTEGRATED BONDIN

ABOUT PRODUCT

GROUND FIXED TILT (GFT) is a single post geometry system with 20 and 30 tilt options. It's engineered using standard lightweight ground mount components that are in stock and ready to ship from North America's largest ground mount distribution network. UNIRAC's unmatched commercial project support makes construction easy, from permitting through installation, including region specific engineering. GFT's refined solution, including a new shared rail design, delivers enhanced system and labor optimization. Plus, enjoy peace of mind with SOLARMOUNT Mounting Technology and UNIRAC's industry-leading 25-year warranty.

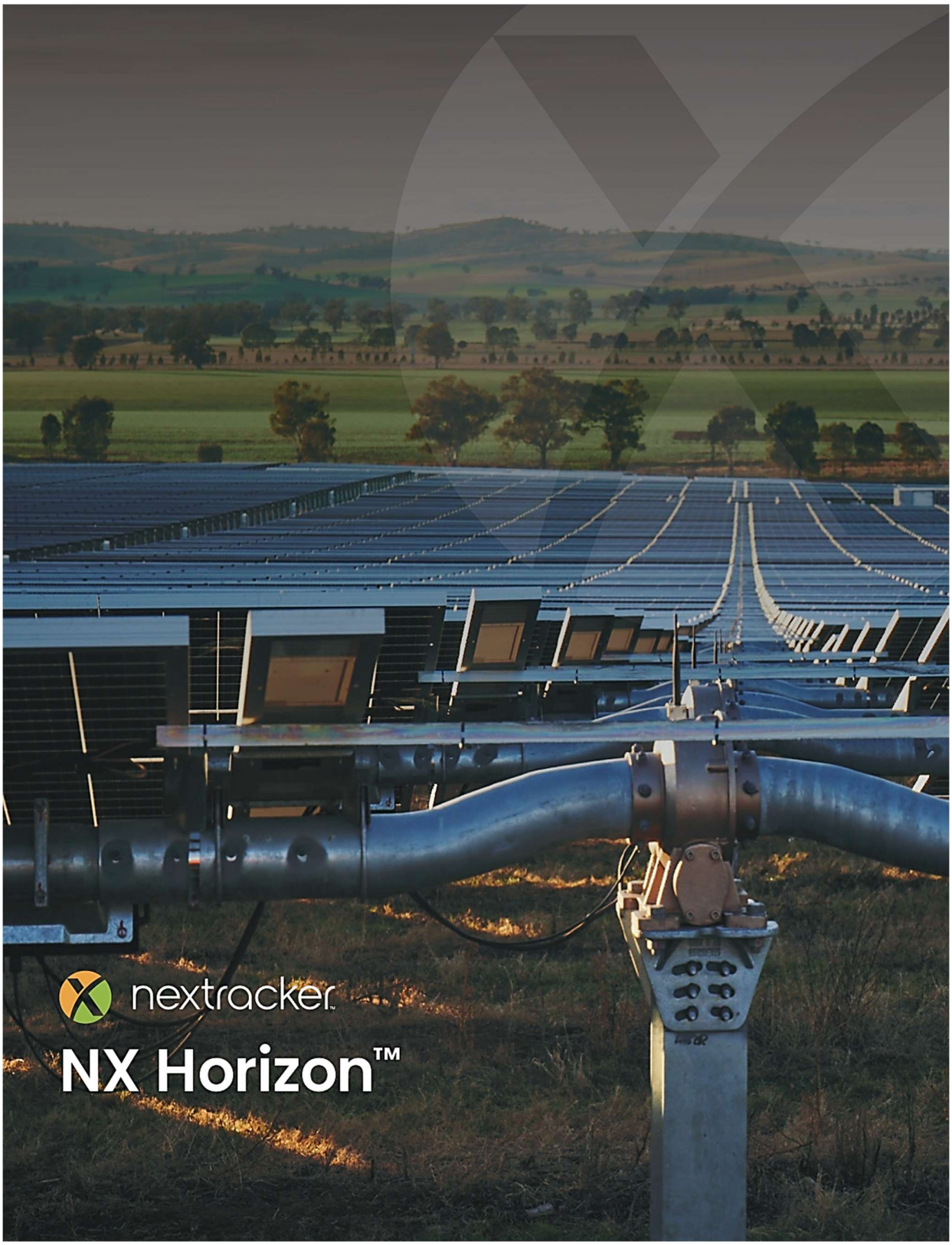
FOR QUESTIONS OR CUSTOMER SERVICE CONTACT:
505-242-6411 | SALES@UNIRAC.COM | WWW.UNIRAC.COM
PUB2024JAN01-V1

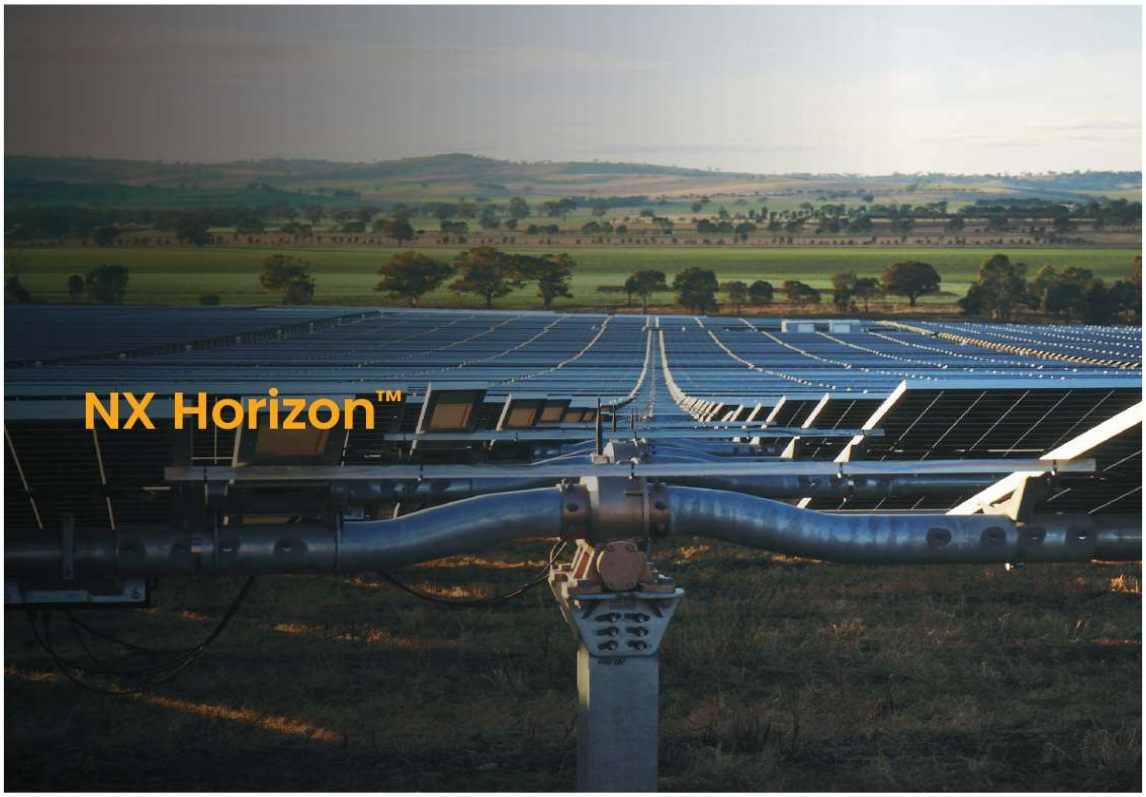
CONFORMS TO
UL2703

ISO 9001:2015
14001:2015
CERTIFIED

STATEN

Datasheet – Ground Mount - Tracking Structure





NX Horizon™ is the world's most chosen solar tracking system, deployed and contracted on over 90 gigawatts of solar capacity as of December 2023. NX Horizon's unrivaled combination of integrated hardware and software is the gold standard for the utility-scale solar industry. It is known for its robust design, ease of installation, field-proven weather durability, and LCOE-optimized performance.

Pioneering independent-row technology

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

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MKT-000060-C

STATEN

Proven resilience

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

Highlights

8 years in a row
Global Market Share Leader

90 GW
Delivered on 6 Continents

Best-in Class
Software Ecosystem and Global Services

Up to 4% more energy
Using TrueCapture yield optimization software



Optimized for the lowest LCOE

Compared with conventional tracking systems, NX Horizon delivers Levelized Cost of Energy (LCOE) reductions of up to 7% by maximizing energy generation and driving the lowest possible project CAPEX and OPEX.

With pre-assembled components, no drive linkages, no AC wiring, self-aligning rails, and available XTR terrain-following upgrades, NX Horizon is fundamentally faster to install, requiring less construction labor, less grading, and less total project capital cost.

Projects with NX Horizon enjoy open-row access for efficient vegetation management and panel cleaning. Compared with linked row systems, NX Horizon cuts mowing costs by up to 55% and cleaning costs by up to 73%.

To boost energy generation and revenue, NX Horizon comes equipped with a unique design optimized for bifacial modules. In addition, TrueCapture yield optimization software is available, delivering IE-validated annual energy gains using unique algorithms for different module technologies, site terrain and diffuse light conditions.

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STATEN

GENERAL AND MECHANICAL	
Architecture	Horizontal single-axis, independent row, independently balanced
Configuration	1x module in portrait
Tracking range of motion	Options for ±60° or ±50°. Steeper stowing angles available with Hail Pro
Row Size	Configurable per module type, string length and site layout
Array Height	Rotation axis elevation, 1.3 to 1.8 m / 4'3" to 5'10"
Drive type	High accuracy slew gear
Modules supported	All utility-scale crystalline and thin-film modules
Bifacial optimization	High-rise mounting rails, bearing & driveline gaps, round torque tube
Structural connections	Engineered fastening system, vibration-proof
Materials	Galvanized steel; other coatings available
Foundations	Complete range of foundation solutions available
Slope	Up to 15% N-S and 15% E-W
Ground coverage ratio (GCR)	No specific limit Typical range 25-45%
Operating temperature range	SELF POWERED: -30°C to 55°C (-22°F to 131°F) AC POWERED: -40°C to 55°C (-40°F to 131°F) Cold Pak upgrades available
Wind speed	Configurable up to 240 kph (150 mph) 10m, 3-second gust
Wind protection	Intelligent wind stowing with symmetric damping system

ELECTRONICS AND CONTROLS	
Solar tracking method	Astronomical algorithm with backtracking standard. TrueCapture™ available for enhanced energy yield
Tracker controller	Self-Powered Controller (SPC) with integrated inclinometer and UPS
Motor	Brushless DC
Power supply	SELF POWERED: Standalone smart solar power AC POWERED: Customer-provided 120-277 VAC circuit
Communications	Network control units (NCUs) at inverter pads/skids, self-powered weather stations, centralized data hub, encrypted Zigbee wireless mesh communications
Defensive stowing functions	Wind, hail, hurricane, snow, flood, loss of grid power
Operator interface	NX Navigator advanced HMI available, with SCADA integration

SERVICE, WARRANTY, AND STANDARDS	
Tracker engineering & PE stamped design package	Standard
Foundation engineering & PE stamped design package	Available
Onsite construction support & commissioning service	Available
Warranty	10-year structural, 5-year drive and controls standard; extended warranty available
Codes and standards	UL 3703 / UL 2703 / IEC 62817 / CSA



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ATTACHMENT D

MSWD PV Solar Project: Key Points

Overview

1) MSWD is constructing solar PV systems at 7 sites owned by the District. These systems should be operating before the end of 2025.
2) MSWD is entering into a "power purchase agreement" (PPA) with Trident Mission Springs, LLC.
    i) Trident is 100% owned by Staten Solar. Staten will design and build the solar systems.
    ii) Construction will be financed by Bridge Renewables. Once construction is complete, ownership of Trident Mission Springs will transfer to Bridge Renewables.
3) MSWD will pay for the generated energy for 25 years. There are also two optional five-year extensions at the end of the 25-year term.
4) Using the PPA approach means that the District doesn't pay for the PV systems themselves, just the electricity that they produce.
5) The PPA approach does not mean that the District will eliminate its SCE bills. There are other cost components to the monthly bill that aren't affected by the PV systems.

Contract Details

6) MSWD will buy energy, not the PV systems.
    a) NEM2 site PPA rate is $0.115 per kWh with a 1.5% annual increase.
    b) RES BCT site PPA rate is $0.0968 per kWh with a 1.5% annual increase.
    c) A total of ~9.1M kWh will be generated per year.
7) MSWD will lease land for each site to Trident Mission Springs. The Leases will not impact MSWD's ability to access the land for operational purposes.
8) MSWD agrees to purchase all the energy generated, up to 105% of what was projected. Any energy generated over 105% of the projection is free.
9) The PPA includes a Performance Guarantee (PeGu). Main details of the PeGu are:
    i) The systems must generate a minimum of 90% of the projected energy output.
    ii) Actual production compared to expected production is trued-up every 3 years.
    iii) Trident will pay MSWD for all shortfalls below 90%.
    iv) Trident is required to repair the PV system(s) to get performance to the PeGu level.
    v) Trident can install more PV to meet the PeGu if needed, without impacting the PPA rate.
10) The contract includes the requirement that PV systems must be repaired if there are breakdowns, even if the breakdown doesn't impact generation. Trident pays for all repairs.

NEM-2.0 Sites

11) Six of the sites are designed to provide electricity to existing District operations at each of the respective PV project sites. In SCE terms, this is referred to as "behind the meter."
12) Behind-the-meter PV systems can take advantage of SCE's net-energy-metering-2 (NEM-2.0) tariff (electricity rate).

13) If any of the six NEM-2.0 PV systems are not fully operational as of 4/14/26, then they'll be subject to a new tariff that is commonly referred to as NEM3, but is technically called net-billing-tariff, or NBT, which is not as financially beneficial to the District.
14) Staten has committed to a construction schedule that will result in project completion several months ahead of the NEM-2.0 deadline. The PPA includes a contract provision that will help to compensate the District for lost savings if Staten misses the NEM-2.0 deadline.

RES-BCT Site

15) The seventh and largest PV system located at the Nancy R Wright facility, will generate energy that will be used to offset energy use at approximately 20 other MSWD sites, the "benefitting accounts", via SCE's Renewable Energy Self-generation Bill Credit Transfer (RES-BCT) tariff.
16) RES-BCT generation will create a monthly credit that will be credited to the Benefitting Accounts.
17) Since this is not a NEM2 site, it is therefore not subject to the construction completion deadline that applies to the other six sites.

Risks to the District

18) Change orders (CO) for unknown conditions is possible. The main CO risks are:
    i) SCE Interconnection costs that are unknown at this time.
    ii) Discovery of underground conditions that were not known to MSWD or the contractor at the time of signing the contract.
19) Missing the NEM-2.0 deadline will result in reduced savings. The PPA addresses this by creating a Letter of Credit that the District can access to cover the lost savings.
20) Termination of the agreement, while unlikely, could occur.

Benefits to the District

21) MSWD will save an average of $0.133 per kWh on the SCE bill, for a net savings of ~$0.03 per kWh.
22) Assuming a 4% electricity cost escalation, the District savings over the 25-year PPA term has a net-present-value of ~ $13M.
23) The District will not be responsible for operations and maintenance repairs or costs.
24) The District's bonding capacity will not be affected as a result of the PPA approach.
25) The emission-free electricity produced by the District PV systems will yield greenhouse gas emission reductions.

SOLAR POWER PURCHASE AGREEMENT
(Solar Energy Procurement Agreement)

[MSWD]

This Solar Power Purchase Agreement (this "**Agreement**") is entered into by and between the party identified as Premises Owner below ("**Purchaser**") and the party identified as Solar Company below ("**Solar Company**") to be effective as of September _____, 2024 (the "**Effective Date**"). Each of Purchaser and Solar Company is referred to herein as a "**Party**" and collectively as the "**Parties**".

Premises Owner, as Purchaser	Mission Springs Water District	**Solar Company, as Seller**	Trident Mission Springs LLC
Address		**Address**	
Phone		**Phone**	
E-mail		**E-mail**	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar photovoltaic electricity generating system described in **Exhibit 2** (the "**Solar Facilities**") and installed at the Purchaser's property (the "**Premises**") described in the Land Lease and Solar Easement between Purchaser and Solar Company dated of even date herewith (the "**Lease**").

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

Basic Terms
General Terms and Conditions
Exhibit 1 Energy Rate
Exhibit 2 Solar Facilities Description
Exhibit 3 Termination Payment Schedule
Exhibit 4 Performance Guarantee
Exhibit 5 Construction Specifications ("**Specifications**")
Exhibit 6 Form of SNDA
Exhibit 7 NEM2.0 Sites and Performance Bond
Schedule 1 Purchaser Consents and Approvals

SOLAR COMPANY: Trident Mission Springs LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

PURCHASER: The Mission Springs Water District, a
County water district

By: _____
Name: _____
Title: _____

BASIC TERMS

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

2. **Additional Terms:** Up to two five-year periods following the end of Initial Term; the first at Solar Company's option, and the second upon mutual agreement of the Parties.

3. **Environmental Attributes:** See General Terms and Conditions **Section 5**.

4. **Tax Incentives:** See General Terms and Conditions **Section 5**.

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

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

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

8. **Purchaser Options to Purchase Solar Facilities**: As set forth in **Section 13** of the GeneralTerms and Conditions.

9. **Performance Guarantee**: As set forth in **Exhibit 4**.

GENERAL TERMS AND CONDITIONS

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

2. Purchase and Sale of Electricity. Upon and subject to the terms and conditions of this Agreement, Purchaser shall purchase from Solar Company, and Solar Company shall sell to Purchaser, all of the electric energy generated by the Solar Facilities during the Initial Term and each Additional Term (collectively the "**Term**") up to 105% of the annual Expected Energy (defined below). As used herein, "**Expected Energy**" means, for any period, an estimate of the net electrical output of the Solar Facilities, expressed as kWh, that the Solar Facilities can deliver to Purchaser with a probability of occurrence of 50% for such period, other than during any period of scheduled outages or other Excusable Event, based on the forecasted weather and other ambient conditions of the Premises during such period, and established by a PV Syst report to be provided by Solar Company. The Expected Energy of the Solar Facilities as of the date of this Agreement is outlined on **Exhibit 1**.

   Electric energy generated by the Solar Facilities will be delivered to Purchaser at the Delivery Point identified on **Exhibit 2**. Purchaser shall take title to the electric energy generated by the Solar Facilities at the Delivery Point. The Parties acknowledge that Purchaser's electric energy requirements at the Premises may exceed the output of the Solar Facilities, and in such event, Purchaser may purchase electric energy for the Premises from other sources. Any purchase, sale or delivery of electric energy generated by the Solar Facilities prior to the Commercial Operation Date shall be treated as purchase, sale or delivery of limited amounts of test energy only and shall not indicate that the Solar Facilities has been put in commercial operation. Purchaser may not resell any of the electrical energy generated by the Solar Facilities other than (a) through its participation in a net metering, RES-BCT program or similar arrangement with the electric distribution company that provides electric services to the Premises (the "**Utility**") or (b) to the tenants of the Premises, if and to the extent allowed under applicable laws.

3. Term.

   a. Initial Term. This Agreement is effective as of the Effective Date. The Initial Term of this Agreement shall commence on the Commercial Operation Date and continue for the length of time specified in the Basic Terms, unless earlier terminated as provided for in this Agreement ("**Initial Term**"). The "**Commercial Operation Date**" means the date set

forth in a notice from Solar Company to Purchaser that construction of the Solar Facilities is complete, has satisfied conditions for interconnection with the electrical network, and has commenced or is ready to commence regular commercial operation.

b. Additional Terms. Solar Company has the sole option to extend this Agreement (provided Solar Company is not then in default of this Agreement) for an additional five-year period after the end of the Initial Term by providing written notice of such extension at least 90 days and not more than 180 days prior to the expiration of the Initial Term to the General Manager of Purchaser. If either Party desires to extend this Agreement beyond the first Additional Term, such Party shall deliver written notice to the other Party at least 90 days and not more than 180 days prior to the expiration of the then-effective Term, and if both Parties agree, this Agreement may be extended for an additional five-year period. The exercise of any Additional Term under this Agreement shall also extend the term of the Lease by the same period.

c. Coterminous with Lease. Solar Company and Purchaser have entered into the Lease. Notwithstanding anything contained herein, in no event will the Term of this Agreement extend beyond the term of the Lease and this Agreement shall automatically terminate upon the earlier of expiration or termination of the Lease.

d. Excused Performance. In the event and for so long as Solar Company, prevented from constructing or operating the Solar Facilities by reason of an Excusable Event, then performance of Solar Company's obligations to the extent affected by such Excusable Event shall be excused for the applicable period; *provided that*, without limitation of the affected Party's obligations pursuant to **Section 17**, Solar Company and Purchaser shall meet and confer seeking to cooperate to resolve the issue giving rise to such Excusable Event and, use commercially reasonable efforts to mitigate or remedy the Excusable Event. The Term (and the underlying milestone dates, as applicable) shall be extended by the duration of the Excusable Event (including, if applicable, the time required to return the Solar Facilities to full operability and performance as a result of the Excusable Event). If the Excusable Event delays Solar Company's performance hereunder or under the Lease by more than 12 months, then either Party may terminate this Agreement by giving not less than 60 calendar days' prior written notice to the other Party. As used herein, "**Excusable Event**" means any of the following that are not within the reasonable control of Solar Company (i) Force Majeure event, (ii) Unexpected Premises Conditions, (iii) Change in Law, or (iv) delay obtaining any Utility approval or permit provided that Solar Company has used commercially reasonable efforts to obtain such approvals or permit.

4. Billing and Payment.

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

b. Monthly Invoices. Solar Company shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electric energy produced by the Solar Facilities and delivered to the Delivery Point (or deemed delivered as provided herein) during the

applicable period, (ii) the Energy Rate applicable thereto, (iii) other amounts then due and payable by Purchaser hereunder, if any, and (iv) the total invoiced amount.

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

d. Payment Terms. All amounts due under this Agreement to Solar Company shall be due and payable by Purchaser to Solar Company on or before the date that is 30 calendar days afterPurchaser's receipt of Solar Company's invoice. Any undisputed portion of the invoice amount not paid within the 30-day period shall accrue interest at the annual rate of ten percent (10%) per annum for each day that the undisputed portion of the invoice remains unpaid, but not to exceed the maximum rate permitted by applicable law. The Parties shall use good-faith efforts to resolve between them any disputes as to payments, and failing resolution, disputes shall be resolved in accordance with **Section 16**.

5. Environmental Attributes and Tax Incentives.

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

As used in this Agreement:

a. "**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Solar Facilities, the production of electrical energy from the Solar Facilities, including electricity from a Solar Facilities storage component, and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases

(GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights to any Governmental Authority related to these avoided emissions, such as Green Tag Reporting Rights and renewable energy credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy PolicyAct of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Incentives. Without limiting the generality of the foregoing, Environmental Attributes include voluntary or statutory carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, and tradeable renewable credits.

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

c. "**Tax Incentives**" means any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits, (d) tax exemptions or abatements, and (e) similar tax credits or grants under federal, state or local law relating to the construction, ownership, existence, production or storage of energy from the Solar Facilities, including any available under the Inflation Reduction Act of 2022, as it may be amended or modified.

6. Obligations.

a. Solar Company is obligated to install the Solar Facilities per the Specifications attached as **Exhibit 5**, as they may be revised from time to time by Solar Company with the consent of Purchaser, such consent not to be unreasonably withheld, conditioned or delayed.

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

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

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

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

iv. Each of Purchaser and Solar Company shall have received all consents, in form and substance satisfactory to each Party, to enter into and perform its obligations under this Agreement that are required from any Person, including a Party's lenders and mortgagees. As used in this Agreement, "**Person**" means any individual, partnership, joint venture, company, corporation, limited liability

company, limited duration company, limited life company, association, trust or other entity or organization;

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

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

vii. Each Party shall respond to formal Requests for Information (RFIs) from the other Party for any review, consent or approval required under this Agreement within 15 calendar days of receipt of such request. If a response to any such request is not received within 15 calendar days of such request, such request shall be deemed to have been approved.

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

i. Solar Company shall have completed a physical inspection of the Premises and any additional analysis Solar Company desires and deems necessary to confirm the suitability of the Premises for the Solar Facilities, including, if applicable, environmental reviews, structural engineering, wetland and habitat studies, meteorological studies, and geotechnical reviews, within 90 days after the Trigger Date (as defined below).

ii. Solar Company shall have received a copy of all legal descriptions, data and drawings, environmental studies, reports, tests, inspections, and other documents related to the Premises condition in Purchaser's possession or control, within 30 calendar days after the Effective Date.

iii. Solar Company shall have received all approvals required to construct the Solar Facilities at the Premises;

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

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

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

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

viii. Solar Company shall have obtained such other information or completed such other matters, including an analysis of Purchaser's historical electricity

consumption and confirmation of economic feasibility, as are reasonably consistent with Good Solar Industry Practices prior to mobilizing for construction of the Solar Facilities;

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

x. Purchaser shall have delivered to Solar Company the subordination, non-disturbance and attornment agreement required under **Section 8.g**.

d. Conditions Satisfaction. As used in this Agreement, "**Trigger Date**" means the date that is the later of (i) the Effective Date, (ii) the date the fully executed subordination, non-disturbance and attornment agreement contemplated by **Section 6.c.xi** is delivered to Solar Company, and (iii) the date on which Solar Company has received a copy of all legal descriptions, data and drawings, environmental studies, reports, tests, inspections and other documents related to the condition of the Premises that are in Purchaser's possession and control. The Parties shall work together in good faith and use commercially reasonable efforts to satisfy all conditions set forth in **Section 6.a**, **Section 6.b**, and **Section 6.c** in a timely manner, and Solar Company shall use its commercially reasonable efforts to satisfy the conditions set forth in **Section 6.c** that are within its control on or before the date that is 90 days after the Trigger Date. Solar Company shall provide written notice to Purchaser when both (i) the conditions to Solar Company's and Purchaser's obligations set forth in **Section 6.b** have been satisfied by the applicable Party or waived by both Parties, and (ii) Solar Company's conditions in **Section 6.c** have been satisfied or waived by Solar Company (the date of such notice, the "**Conditions Satisfaction Date**"). Solar Company shall also provide written notice to Purchaser of the date on which Solar Company expects to begin installation of the Solar Facilities. If any of the conditions listed above are not satisfied by the Anticipated Installation Commencement Date set forth in the Basic Terms, the Parties shall use good faith efforts to negotiate a later date for the satisfaction of the conditions, or, if the Parties are unable to negotiate such new dates within 30 days after the Anticipated Installation Commencement Date, either Party may terminate this Agreement following not less than 10 Business Days prior written notice to the other Party.

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

f. Commencement Related Termination. If the Solar Facilities has not achieved its Commercial Operation Date within 12 months after the Anticipated Commercial Operation Date (as extended by an Excusable Event), then either Party may terminate this Agreement with not less than 10 Business Days prior written notice to the other Party given on or before the date the Solar Facilities achieves the Commercial Operation Date, and without any liability by reason of such termination. In such event, Solar Company will remove the Solar Facilities in accordance with Section 4.4 of the Lease and the Lease shall also terminate

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

7. Solar Company's Rights and Obligations.

a. Solar Facilities Design and Finalization. Solar Company shall be responsible for the design and engineering of the Solar Facilities and procurement of all Solar Facilities components.

b. Net Metering. Solar Company shall use commercially reasonable efforts to facilitate Purchaser's inclusion in the current Utility net metering program and, with respect to the NEM2.0 sites that are identified on **Exhibit 7**, shall use its commercially reasonable efforts to obtain permission to operate such sites from the Utility on or before April 14, 2026.

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

d. Bonds. Solar Company shall provide Purchaser with bonds or evidence of bonds as follows: Performance bond with corporate surety or sureties satisfactory to Purchaser said performance bond being for not less than [100% of the total contract price for the Solar Facilities]. A labor and materials payment bond being for not less than [100% of the total contract price for the Solar Facilities].

e. Unexpected Premises Conditions. If, [prior to the Anticipated Installation Commencement Date,] after Solar Company has conducted reasonable due diligence and inspection of the Premises, Solar Company incurs material delays or material additional costs to modify the design, construct, install or maintain the Solar Facilities due to (i) reasonably unforeseen conditions at the Premises (such as unforeseen shading) or as a result of the acts or omissions of Purchaser or third parties that could not have been reasonably determined from such due diligence and inspection, (ii) unforeseen groundwork at the site (including excavation/circumvention of underground obstacles), (iii) unknown Hazardous Substances at the Premises, or (iv) the inaccuracy of any information provided by Purchaser and relied on by Solar Company (collectively, "**Unexpected Premises Conditions**"), then the Parties shall first agree to the validity of the unexpected nature of the condition. If the Parties are unable to agree upon the unexpected nature of the condition, a third party, agreeable to both Parties and whose compensation shall be evenly divided between the Parties, shall render a professional opinion on the unexpected nature of the condition to be accepted by both Parties. The Parties shall then utilize the adjustment to the Energy Rate as included in **Exhibit 1**, schedule and other terms of this Agreement to compensate for the delays or costs incurred by Solar Company arising from such conditions. If the Parties are unable to agree on such an equitable adjustment within 60 calendar days thereafter, Solar Company may terminate this Agreement and the Lease upon 10 Business Days prior written notice to Purchaser without any liability by reason of such termination otherthan to comply with its removal obligations under the Lease, if applicable. For clarity, failure to reach agreement on an adjustment to the Energy Rate, schedule and other terms of this Agreement shall not be construed as a breach of a Party's obligation to negotiate in good faith. If Solar Company does not exercise its termination right under this **Section 7.d**, this Agreement shall remain in effect on the terms set forth herein.

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

g. Solar Facilities Maintenance. Solar Company is obligated to maintain the Solar Facilities in good working order in accordance with Good Solar Industry Practice.

h. Solar Facilities Repair. Solar Company is obligated to repair the Solar Facilities in a timely fashion. Solar Company shall attempt to identify operating issues via the Solar Facilities DAS within 24 hours. If the malfunction cannot be identified via the DAS, Solar Company will schedule an onsite maintenance visit within 10 Business Days. Any materials that are not operational upon the completion of the onsite visit will be ordered within five additional Business Days. Repairs will be completed as expeditiously as reasonably possible but in no more than 10 Business Days after identifying the issue or receiving the necessary materials (whichever is later). Output at a level less than 90% of Expected Energy for a 12-month period is considered a malfunction. Solar Company shall use its commercially reasonable efforts to complete repairs that are reasonably requested by Purchaser for aesthetic reasons within 10 Business Days after receipt of Purchaser's request.

i. Reporting. Following the Commercial Operation Date, Solar Company will provide annual system output performance reports and annual system O&M reports to Purchaser on a monthly basis.

j. Maintenance Outages. Purchaser acknowledges that pursuant to Good Solar Industry Practices, the Solar Facilities may from time to time be partially or fully shut down for maintenance or repair or if required by the Utility or any Governmental Authority. Solar Company will provide Purchaser with prior notice of any scheduled Solar Facilities outage for maintenance or repair that is expected to be longer than one day, and will provide Purchaser with notice as soon as practicable of any unscheduled outage that continues for more than one day.

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

l. Warranty Disclaimer. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE WARRANTIES AND COVENANTS EXPRESSLY STATED IN THIS AGREEMENT SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM REGARDING DEFECTS IN WORKMANSHIP OR ANY SOLAR FACILITIES EQUIPMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

m. Cost Assumption Diligence. For the 90 calendar day period following the Trigger Date, Solar Company may diligence and assess the risk factors set forth below to analyze whether in light of these risk factors, projected costs of constructing and operating the

Solar Facilities are consistent with Solar Company's expectations as of the Effective Date. If following this analysis and during such 90 calendar day period, Solar Company determines that projected costs materially differ from its expectations as of the Effective Date, the Parties will negotiate in good faith modifications to the commercial terms of this Agreement to preserve to the extent possible the original intent of this Agreement and, if no agreement is reached, Solar Company shall have the right to terminate this Agreement. The risk factors to be diligenced by Solar Company include: sub surface or soil conditions that are significantly different than what has been disclosed to Solar Company by Purchaser in sample geotechnical reports delivered prior to the Effective Date; zoning/ FEMA flood plane related changes; code changes or changes in interpretation of the code by AHJ; Electrical, Building, Mechanical, Civil or Fire; Regulation changes (Utilities etc.); Utility or POI related upgrades; other Governmental Authorities caused changes - Zoning, Planning, Environmental etc.; title related - easements crossing. The risk factors to be diligence under this **Section 7.l** do not include changes to the Inflation Reduction Act, or Solar Company's ability to receive Tax Incentives the receipt of which was assumed by Solar Company to calculate the PPA rates in **Exhibit 1**.

8. Purchaser's Additional Rights and Obligations.

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

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

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

d. Data Line. Purchaser shall provide Solar Company high speed internet data access to enable Solar Company to receive and monitor data regarding the Solar Facilities, including energy load and output data and access to the Meter Data. Solar Company shall

pay any reasonable data charges related to Solar Company's usage of such data line.

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

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

g. SNDA. Purchaser shall deliver to Solar Company a subordination, non-disturbance and attornment agreement (substantially similar to the form attached as **Exhibit 6**) in form and substance reasonably satisfactory to Solar Company and Purchaser, executed by all of Purchaser's lenders and mortgagees holding alien on the Premises, within 30 days after the Effective Date.

h. Permit Authorizations. Purchaser shall [using its legal discretion] self-certify and approve any permits that are required to be obtained by Solar Company in connection with construction and operation of the Solar Facilities that are within Purchaser's legal jurisdiction, no later than 15 days after final Specifications have been submitted to Purchaser.

9. Change in Law.

a. Definition of Change in Law. As used in this Agreement, "**Change in Law**" means that, after the Effective Date, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law, or there is a material change in the interpretation of an Applicable Law by any Governmental Authority; provided, however, that "Change in Law" does not include changes in federal or state income tax laws, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation). As used in this Agreement, "**Applicable Law**" any and all domestic or foreign statutes, laws (including common and civil law), treaties, codes, ordinances, conventions, rules, regulations, permits, restrictions or by-laws (zoning or otherwise), including judgments, orders, writs, injunctions, decisions, directions, determinations, rulings, decrees, or awards of a court, each as applicable to any given person, or its property, or any given transaction or event at the applicable time and, whether or not having the force of law, and any and all published regulatory rulings, interpretations, guidelines, requirements or directives, or other legislative or administrative acts of any relevant technical organization or any Governmental Entity that has or purports to have authority over that person, its property, or such transaction or event at the applicable time.

b. Remedies. If a Change in Law makes material performance hereunder by either Party a material violation of any applicable law or regulation or materially increases a Party's costs under this Agreement, in each case so as to effect a frustration of purpose of this Agreement, then the Parties shall negotiate in good faith to implement any amendments to this Agreement in order to substantially maintain the respective benefits and burdens of the Parties hereunder. If the Parties are unable to reach an agreement on equitable adjustments to this Agreement after 60 days of discussions, the affected Party may terminate this Agreement and the Lease upon 10 days advance written notice to the other Party. If the

terminating Party is Purchaser, Purchaser shall pay Fair Market Value and be responsible for the costs of removal of the Solar Facilities, and (ii) if the terminating Party is Solar Company, Solar Company shall be responsible for the costs of removal of the Solar Facilities.

10. Metering, Measurement and Ownership of Data.

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

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

11. Default and Remedies; Termination.

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

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

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

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

iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors,

or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect;

v. with respect to Purchaser, a Breach (as defined in the Lease) by Landlord has occurred and is continuing or with respect to Solar Company, a Breach by Solar Company as defined in the Lease has occurred and is continuing and in each case subject to any cure period in the Lease;

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

vii. With respect to the sites identified on **Exhibit 7**, Solar Company, solely as a result of Solar Company's or its contractor's fault, fails to meet the April 14, 2026 commissioning deadline required to participate in California's Net Energy Metering (NEM) 2.0, allowing for up to 30 days of delays that are not caused by the actions (or failure to act) of Solar Company or its contractors;

viii. Actual Generation (as defined in **Exhibit 4**) by the Solar Facilities is not at least 90% of Guaranteed Electricity Production (as defined in **Exhibit 4**); and

ix. Solar Company assigns this Agreement other than in accordance with **Section 19.1**.

b. Remedies.

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

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

(2) The provisions of the Performance Guarantee attached as **Exhibit 4** are Purchaser's sole and exclusive remedy for an Event of Default by Solar Company under **Section 11.a.viii**.

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

A if the termination date is prior to the Commercial Operation Date, Purchaser shall pay to Solar Company all of Solar Company's documented out-of-pocket costs and expenses reasonably incurred and

accrued through the date of termination, including Solar Company's costs of due diligence and development costs and any procurement and installation work on the Solar Facilities incurred through the date of termination; and

B. if the termination date is on or after the Commercial Operation Date, Solar Company may, in its sole discretion, demand that Purchaser pay an amount equal to the greater of Fair Market Value and the applicable termination payment to Solar Company as shown in **Exhibit 3** (the "**Termination Payment**") for the applicable Contract Year, such payment (A) to be made to Solar Company within 60 calendar days after Solar Company's demand (it being understood that title and ownership to the Solar Facilities shall remain with Solar Company or its permitted assignee) and (B) once made, but without limitation of Purchaser's obligations under **Section 14** in respect ofthe claims of third parties, and notwithstanding **Section 11.b.i**, shall be Solar Company's exclusive remedy for such Event of Default.

iii. Purchaser Remedy Upon Solar Company Default Under **Section 11.a.vii**. Prior to the Commercial Operation Date, Solar Company shall deliver to Purchaser a letter of credit or surety bond with respect to each site identified on **Exhibit 7** in an amounts calculated as set forth on **Exhibit 7** (collectively, the "**Security Bond**"), to compensate Purchaser for an Event of Default by Solar Company under **Section 11.a.vii**. If there is an Event of Default under **Section 11.a.vii**, then as Purchaser's sole and exclusive remedy for such Event of Default, Purchaser may draw from the Security Bond the then-current amount of the Security Bond.

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

c. Successor Owner.

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

ii. If Solar Company plans to sell or otherwise transfer ownership of its interest in the Project or this Agreement to any Person, then Solar Company shall give Purchaser not less than 30 calendar days prior notice of the date of such transfer, and on the date of such transfer, this Agreement will be assigned to the successor

owner and (i) the successor owner must accept assignment of this Agreement and assume the obligations of Solar Company in a writing that is enforceable by Purchaser, and (ii) the Lease will be duly assigned to the successor owner or its Affiliate simultaneously with this Agreement with such assignment in written recordable form that the successor owner is duly authorized to record in the applicable land records. From and after the effective date of such assignments, Solar Company shall have no further liability under this Agreement, other than as to matters arising or accruing prior to the effective date of such assignments.

12. Representations and Warranties.

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

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

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

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

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

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

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

or a public utility holding company.

iv. No Pool Use. No electricity generated by the Solar Facilities will be used to heat aswimming pool.

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

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

i. Other Agreements. Neither the execution and delivery of this Agreement by Solar Company nor the performance by Solar Company of any of its obligations under this Agreement conflicts with or will result in a breach or default under (or requires any consent or approval under) any agreement or obligation to which Solar Company is a party or by which Solar Company is bound, other than, in the case of required consents, (a) such consents as have been obtained and are in full force and effect and good standing and (b) consents and approvals that are to be obtained in connection with performance of this Agreement.

13. Ownership; Option to Purchase.

a. Option to Purchase. At the end of the 6th Contract Year, 12th Contract Year, and at the end of the Initial Term and the end of each Additional Term (each such date a "**Purchase Option Date**"), so long as Purchaser is not in default under this Agreement or the Lease, Purchaser may purchase the Solar Facilities from Solar Company (i) at the end of the 6th Contract Year and 12th Contract Year, for a purchase price equal to the greater of the Termination Payment as of such Purchase Option Date and the Fair Market Value of the Solar Facilities as of such Purchase Option Date, and (ii) at the end of the Initial Term and any Additional Term, for Fair Market Value of the Solar Facilities as of such Purchase Option Date. Purchaser shall notify Solar Company of its intent to purchase the Solar Facilities at least 90 calendar days and not more than 240 calendar days prior to the Purchase Option Date, and the purchase shall be completed on or before the Purchase Option Date. As of such purchase, (i) Solar Company shall transfer to Purchaser or its Affiliate good and marketable title to the Solar Facilities and shall assign to Purchaser or such Affiliate any third party warranties in respect of the Solar Facilities then in effect, (ii) this Agreement shall thereupon terminate, (iii) the Lease shall thereupon terminate, and (iv) Purchaser shall assume responsibility for the Solar Facilities. Following the purchase, Solar Company shall have no further liabilities or obligations hereunder other than obligations arising prior to such termination.

b. Determination of Fair Market Value. As used in this Agreement, "**Fair Market Value**" means the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, (i) the age, condition and performance of the Solar Facilities, *provided that* equipment shall be valued on an installed basis, shall not be valued as scrap, and shall be valued without the costs of removal from a current location, and (ii) the remaining useful life of the Solar Facilities, including the expected price of electricity, Environmental Attributes, and Tax Incentives and the terms and conditions of this Agreement. If the Parties are unable to agree on the Fair Market Value of the Solar Facilities, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the Solar Facilities using the

formulation set forth herein, and the independent appraiser shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

14. Indemnification.

a. General. [Each Party][Solar Company] (the "**Indemnitor**") shall defend, indemnify and hold harmless the other Party and the other Party's Affiliates and its and their directors, officers, shareholders, partners, members, agents and employees (collectively, the "**Indemnitees**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Damages**") resulting from any third party claim (each, a "**Claim**") in connection with the breach of any representation or warranty made herein, from injury to or death of persons, or damage to or loss of property to the extent caused by or arising out of the negligence of willful misconduct of the Indemnitor (or its contractors, agents or employees); *provided*, *that* nothing herein shall require the Indemnitor to indemnify the Indemnitee for any Damages to the extent caused by or arising out of the negligence, willful misconduct or fraud by the Indemnitee. This **Section 14.a** shall not apply to liability arising from any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by **Section 14.c**. As used in this Agreement, (1) "**Affiliate**" means, as to a Party, any other entity that, directly or indirectly, owns or Controls, is owned or Controlled by or isunder common ownership or Control with such entity; *provided, however*, for purposes of this Agreement, in no event will Solar Company and Purchaser be considered Affiliates; and (2) "**Control**" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

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

specifically notified the Indemnitor either that there may be specific defenses available to it thatare different from or additional to those available to the Indemnitor or that such Claim involves or could have a material adverse effect on the Indemnitee beyond the scope of this Agreement.

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

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

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

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

15. Limitations of Liability.

a. No Consequential Damages. EXCEPT AS AND TO THE EXTENT SPECIFICALLY PROVIDED FOR IN THE CALCULATION OF THE TERMINATION PAYMENT, THE SURETY BOND AND AMOUNTS PAYABLE UNDER THE PERFORMANCE GUARANTEE IN **EXHIBIT 4**, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, (a) ACTUAL DAMAGES, COMPENSATORY DAMAGES AND DIRECT DAMAGES, AND (b) THE RECAPTURE OF ANY TAX BENEFITS OR TAX CREDIT AND ANY RELATED PENALTIES AND INTEREST, IN EACH CASE SHALL NOT CONSTITUTE CONSEQUENTIAL OR OTHER PROHIBITED DAMAGES FOR PURPOSES OF THIS THIS AGREEMENT; *PROVIDED THAT* FOR THE AVOIDANCE OF DOUBT, SOLAR COMPANY ACKNOWLEDGESTHAT PAYMENT SPECIFIED BY SECTION 11.b.ii.B SHALL BE DEEMED TO INCLUDE SATISFACTION OF ANY DAMAGES RESULTING FROM THE RECAPTURE OF

TAX INCENTIVES.

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

c. Actual Damages. Other than with respect to claims of third parties indemnified by Solar Company hereunder, and the Surety Bond and amounts payable by Solar Company under the Performance Guarantee in **Exhibit 4**, Solar Company's aggregate liability under this Agreement arising out of or in connection with the performance or non- performance of this Agreement shall not exceed an amount equal to the greater of (i) the proceeds from any insurance applicable to such damages under insurance coverage that Solar Company is required to maintain in effect hereunder and (ii) $100,000 (such amount, the "**Solar Company Liability Cap**"). The provisions of this **Section 15.c** shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Solar Company must be brought within one year after the cause of action accrues and is known to Purchaser.

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

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

17. Force Majeure.

a. As used in this Agreement, "**Force Majeure**" means any circumstance not within the control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented or avoided by the affected Party; and (b) such circumstance is not due to the affected Party's negligence or intentional misconduct. Subject to the foregoing conditions, and except as otherwise provided herein, Force Majeure events may include events or occurrences in the nature of (i) strikes or other labor disputes other than strikes or labor disputes solely by employees of the Party claiming the Force Majeure event (or its Affiliates or contractors) or as a result of such Party's failure to comply with a collective bargaining agreement, (ii) riot or civil unrest, epidemics, pandemics,

earthquakes, severe weather, fire or other physical or natural disaster, (iii) work stoppages, slowdowns, labor or manpower shortages, equipment or material shortages, or (iv) actions or failures to act of any Governmental Authority.

b. Except as otherwise expressly provided to the contrary in this Agreement, if a Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, such Party shall notify the other Party of the occurrence of a Force Majeure event and shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; *provided*, *that*: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event and such supporting documentation as is reasonably requested by the non-affected Party; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) the Party affected by such Force Majeure event uses all commercially reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible; and (iv) the Party affected by such Force Majeure event keeps the other Party reasonably updated regarding mitigation efforts and timing, providing an update at least every 48 hours. The Party that is not affected by a Force Majeure event may challenge whether an event meets the definition of Force Majeure in this Agreement. If the Parties are unable to agree on whether an event meets the definition of Force Majeure set forth herein, such dispute shall be referred to an independent third party mediator with experience in commercial transactions in the solar industry for resolution. The costs of the mediator will be shared equally by the Parties. If the Parties are unable to resolve such dispute through mediation, either Party may initiate the arbitration proceedings contemplated by **Section 16**.

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

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

18. Assignment and Financing.

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

i. Solar Company may (A) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the Solar Facilities to any Financing Party,

(B) directly or indirectly assign this Agreement and the Solar Facilities to an Affiliate of Solar Company, (C) assign this Agreement and the Solar Facilities to any entity through which Solar Company is obtaining financing or capital for the Solar Facilities, including to the counterparty to any sale-leaseback agreement executed by Solar Company with respect to the Solar Facilities (in which event it is understood by the Parties that Solar Company or its Affiliate will be the lessee of the Solar Facilities under such sale-leaseback agreement), (D) assign this Agreement and the Solar Facilities to any Person succeeding to all or substantially all of the assets of Solar Company, (E) assign this Agreement and the Solar Facilities to any

assignee that (1) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the Solar Facilities or will contract with Persons that have such experience and (2) has the financial capability to perform Solar Company's obligations hereunder, and (F) to a successor owner in accordance with **Section 11.c**; and

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

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

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

19. Confidentiality.

a. Confidentiality. If either Party provides confidential information, including this Agreement, business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the Solar Facilities or of such Party's business ("**Confidential Information**") to the other Party or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other Party, the receiving Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance and enforcement of this Agreement, including to obtain financing for the Solar Facilities. Notwithstanding the above, (x) a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and Affiliates, potential lenders and owners, and potential assignees of this Agreement who have a need to know (provided and on conditionthat such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), and (y) Meter Data shallnot be considered Confidential Information. Any recipient of Confidential Information subject to clause (x) above shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shallbe considered Confidential Information for purposes of this Section 19.a, except asset forth in Section 19.b. All Confidential Information shall remain the property of the disclosing Party and shall be

returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured bya breach of this **Section 19.a** by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of an actual or threatened breach of this **Section 19.a**. To the fullest extent permitted by applicablelaw, such remedies shall not be deemed to be the exclusive remedies for a breach of this **Section 19.a**, but shall be in addition to all other remedies available at law or in equity.

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

20. Miscellaneous Provisions

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

b. Notices.

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

To Purchaser : Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Attention: General Manager
Email:

To Project Company: Trident Mission Springs LLC
c/o Bridge Solar Energy Development I LLC
Attn: Adam Haughton
1277 Lenox Park Blvd, Suite 200

Atlanta, GA 30319
Email: adam.haughton@bridgeig.com

With a copy which shall not constitute notice to:

Bridge Solar Energy Development I LLC
Attn: Steven B. Greenhut, Esq.
1277 Lenox Park Blvd, Suite 200
Atlanta, GA 30319
Email: steven.greenhut@bridgeig.com

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

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

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

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

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

h. Entire Agreement, Modification, Invalidity, Counterparts. This Agreement and the Lease completely and exclusively state the agreement of the Parties and their Affiliates regarding their subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding their subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such

unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts, which may be delivered electronically, and each counterpart shall be considered an original and together shall comprise the same Agreement. Delivery of an executed counterpart signature page by electronic transmittal (.pdf) is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement.

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

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

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

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

m. Insurance.

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

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

iii. Upon Purchaser's request, Solar Company shall deliver to Purchaser certificates of insurance evidencing the above required coverage. Purchaser's receipt, review or acceptance of such certificate shall in no way limit or relieve Solar Company of

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

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

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

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

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

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

o. Defined Terms Reference.

Additional Term .....Specified Terms
Affiliate .....Section 14.a.
Business Day .....Section 1
Change in Law.....Section 9.a.
Claim .....Section 14.a.
Commercial Operation Date.....Section 3.a.
Conditions Satisfaction Date .....Section 6.c.
Confidential Information.....Section 19.a.
Contract Year.....Section 4.a.
Control.....Section 14.a.
Damages .....Section 14.a.
Deemed Delivered Energy .....Section 8.b.

Defaulting Party.....Section 11.a.
Delivery Point.....Exhibit 2
Effective Date.....Preamble
Energy Rate.....Section 4.a.
Environmental Attributes.....Section 5.a.
Environmental Law.....Section 14.d.
Estoppel Certificate.....Section 20.n.
Event of Default.....Section 11.a.
Excusable Event.....Section 3.d.
Expected Energy.....Section 2
Fair Market Value.....Section 13.b.
Financing Parties.....Section 18.b.
Force Majeure.....Section 17.a.
Good Solar Industry Practices.....Section 7.c.
Governmental Authority.....Section 5.b.
Hazardous Substances.....Section 14.d.
Indemnitees.....Section 14.a.
Indemnitor.....Section 14.a.
Initial Term.....Section 3.a.
Installation Commencement Date.....Specified Terms
Lease.....Cover Page
Meter Data.....Section 10.b.
Non-Defaulting Party.....Section 11.a.i.
Person.....Section 6.a.iv.
Purchase Option Date.....Section 13.a.
Purchaser.....Preamble
Representatives.....Section 19.a.
Specifications.....Cover Page
Solar Company.....Preamble
Solar Company Liability Cap.....Section 15.c.
Solar Company Meter.....Section 10.a.
Successor Owner.....Section 11.c.
Solar Facilities.....Cover Page
Surety Bond.....Section 11.b.iii
Taxes.....Section 4.c.
Tax Incentives.....Section 5.c.
Term.....Section 2
Termination Payment.....Section 11.b.ii.A.
Unexpected Premises Conditions.....Section 7.e.
Utility.....Section 2

[End of General Terms and Conditions]

Exhibit 1
Energy Rate

Year	*Expected Energy*	*Rate $/kWh*
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

Exhibit 2
Solar Facilities Description

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

2. **Solar Facilities Size (DC kW):** [ ]

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

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

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

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

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

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

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

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

7. **Premises and Solar Facilities Layout:** See Attachment A

8. **Utility:** [ ]

Attachment A to Exhibit 2
Premises and Solar Facilities Layout

Exhibit 3
Termination Payment

Contract Year	Termination Value
0	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

Exhibit 4
Performance Guarantee

Exhibit 5

Construction Specifications

[Note: Specs have been inserted but have not been marked as new for ease of review.]
These Specifications include:

I. **Specifications from the RFP**

II. **Addendums to the RFP**

III. **Proposal Inclusions, Assumptions, and Exclusions**

Section 1: RFP Specifications

PART 1 OVERVIEW

1.1 All installations must be completed to ensure that the District qualifies for NEM2 at each site.

1.2 Interconnection applications have been completed and are included on the portal.

1.3 Design, install, and operate the new PV systems.

1.4 Prevailing Wages are required. See Exhibit 3 for Public Works Contractor Registration Certification.

1.5 The District is self-certifying for permits.

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

1.7 The vendor will be responsible for all operations and maintenance of the PV system for the life of the PPA. Operations and Maintenance will include system operation, repair, warranty replacement, weed control (Roundup is not allowed), security, system output, etc.

1.8 At the end of the PPA term, the District will have the option of extending the PPA, purchasing the system at fair-market-value, or having the PV systems removed and the facilities returned to pre-existing conditions, at no cost to the District.

1.9 Sample geotechnical reports are available on the Bid Portal. The matrix below shows which report should be used as a basis for preliminary design at each site. No allowance shall be made for any additional costs incurred by the Respondent due to geotechnical conditions unless they are demonstrably different than the sample report.

Geotechnical Report Name (PDF)	Proposed Solar Site Association	Distance to Solar Site
Horton WWTP Geotechnical Investigation Report - 11.2007	Horton WWTP	Adjacent within 200 feet
Well 33 Geotechnical Report_9.2004	RES-BCT & NWRWRF	Adjacent within 300 feet
Solar Site REPORT_GEOTECHNICAL_09 SEPT16	RES-BCT & NWRWRF	Adjacent within 100 feet
Solar Site REPORT_GEOTECHNICAL_09 SEPT16	Well 27/31	Well 27/31 is ~1.0 mile NW from the Solar Site geotech location.
Solar Site REPORT_GEOTECHNICAL_09 SEPT16	Well 32/Reservoir	Well 32 is ~1.3 miles north from the Solar Site geotech location.
Well 42 Geotechnical Investigation	Well 24	Well 24 is ~435 feet SE from the Well 42 geotech location. Note that there is about 4 to 5 feet of fill material on top of native ground elevation that the well is on.
Well 42 Geotechnical Investigation	Well 29	Well 29 is ~4,300 feet SE from the Well 42 geotech location.

PART 2 SUBMITTALS

2.1 SUBMITTALS DUE WITH EXECUTION OF THE AGREEMENT:

A General Liability insurance certificate with endorsement

B Automobile Liability insurance certificate with endorsement

C Executed Workers Compensation Certification

2.2 PRE-CONSTRUCTION SUBMITTALS

A Solar Company shall provide a Due Diligence and construction schedule within 14 calendar days of execution.

B 60% and 90% detailed drawings for review and comment by the District.

C Stamped permit set with Professional Engineer (registered in the State of California) verification that the systems and the mounting structures and details will meet all local applicable seismic and wind-load requirements per the Specification, for review and approval.

D Fire jurisdiction approval for fire access.

2.3 POST CONSTRUCTION SUBMITTALS

A As-built drawings showing the final placement of all combiner boxes, connections, and conduit placement, electrical plans, including three-line diagrams, and elevation drawings showing the final placement of the electrical equipment.

B Copies of all start-up procedure measurements.

C Copies of all testing data and reports.

D Copies of Utility operation Approval.

E Lien releases from all subcontractors.

PART 3 WARRANTIES

3.1 VENDOR WARRANTY

A The vendor is responsible for ensuring that the systems operate as designed for the term of the agreements.

B All repairs shall be completed in a timely fashion, including, but not limited to, failed panels, inverter issues, visual damage, etc.

C As part of system monitoring, the Contractor will notify the District staff within 15 days of performance shortfalls greater than 10% of expectations at any individual site.

3.2 All materials used in the construction of the system shall be warranted against degradation for the life of the equipment.

3.3 QUALITY ASSURANCE

A All generating equipment shall be certified by Underwriter Laboratories (UL). The system shall be comprised of UL listed components or in cases where a UL listed component is not available, the component shall be listed by another OSHA recognized National Recognized Testing Laboratory (NRTL).

B All installations shall meet or exceed Cal-OSHA requirements for equipment access.

C The installation shall not void the warranty or UL Listing of any existing equipment or electric panels

PART 4 CONTRACTOR EXPERIENCE

4.1 Installation Contractor must hold appropriate licenses, and be approved by the Manufacturer to install the system.

4.2 Subcontractors must hold licenses in the appropriate disciplines.

4.3 Electrical work will be completed by a licensed electrical contractor.

PART 5 MATERIALS SPECIFICATION

5.1 GENERAL

A The Work shall include all materials, labor, equipment, fencing, trenching, paving, electric panels, breakers, services, and incidentals necessary to install a complete PV system including, but not limited to, the work included in this Specification.

B At a minimum, the Project shall consist of the design, supply, and installation of equipment, mounting structures, terminal and combiner boxes, DC wiring, DC

disconnect, grid-connected inverter, AC disconnect, AC wiring, and all utility grade metering equipment, all designed to interconnect with the buildings' electrical systems.

C It is the Contractor's responsibility to review all available drawings and visit the jobsite to collect and document existing conditions and determine conduit and wiring runs. The Contractor is also responsible for identifying all underground obstructions in the working area via a District approved Underground contractor. The District will support the Contractor by providing all available drawings and institutional knowledge that is available. No allowance shall be made for any additional costs incurred by the Contractor due to failure to properly understand site conditions.

D The Contractor must provide Civil and Structural engineering analysis and documentation, stamped and signed by a Civil or Structural Engineer registered in the State of California, certifying that the mounting structures can support any loads resulting from local applicable seismic and wind-load activity. A Professional Engineer in the appropriate discipline must stamp all relevant drawings. All mounting canopies shall have a safety factor of at least 1.5.

E Complete all required utility paperwork for the interconnection agreements.

F All current California Building Codes and all other applicable codes shall apply.

G The systems shall be designed to meet all local applicable seismic and wind-load requirements.

H The Contractor is responsible for securing, and for compliance with, all permits (building, fire, etc), final sign off, and final utility sign off.

I Commission the system per manufacturer's requirements and provide documentation of proper operation.

J All components are to be new and direct from the manufacturer; no used or refurbished materials are permitted.

K All materials that are used outdoors shall be sunlight and UV resistant.

L Materials shall be designed to withstand the temperatures to which they are exposed.

M Dissimilar materials should be isolated from one another using non-conductive shims, washers, or other methods.

N Any materials, equipment, or workmanship that is found defective, based on the acceptance tests or for any other reason, shall be reported to the Engineer. Defective material, equipment, and workmanship shall be replaced.

O Metals shall be hot dipped galvanized steel, anodized aluminum, and stainless steel.

P Aluminum shall not be placed in direct contact with concrete materials.

Q Only grade 316 or better stainless steel fasteners shall be used.

R All external electrical conduits shall be rigid schedule 40, galvanized and unpainted.

S All electrical equipment shall be rated for the current and voltage ratings necessary for the application.

T All required over-current protection devices will be included and accessible for maintenance. Each shall have trip ratings no greater than the de-rated amperage of the conductor it protects.

U Drainage – The construction shall not adversely affect water drainage.

5.2 PANEL MOUNTING SYSTEMS

A All systems shall meet the requirements of the all California Building Codes.

B PV module Exhibit must be four-point equally distributed over the frame

5.3 MODULES

A Only Bloomberg Tier 1 rated panels.

B If panels are manufactured in China, provide certification that the panels meet US "Withhold Release Order" requirements for imports from China.

C Photovoltaic modules shall be tested in the factory for design performance.

5.4 **INVERTER**

A PV Inverter shall be SMA Sunny Tri-power or equal.

B The array shall have a dedicated inverter(s) with optimized performance.

C Installation shall meet all applicable UL 1741, IEEE Standard 929-2000 and standard 519, California electric code, and the latest applicable ANSI and FCC standards and addenda dated prior to the award of the purchase order for this procurement.

5.5 ELECTRICAL ENCLOSURES AND BOXES

A Exterior enclosures and boxes at the wastewater plants shall be minimum 14 gauge type 316 stainless steel with seams continuously welded and ground smooth, and fast access door latches. Exterior enclosures and boxes at other locations do not need to be stainless.

B Interior enclosures and boxes shall be minimum 14 gauge NEMA 3R.

C Outer doors shall have provisions for locking enclosure with standard padlocks.

D A copper ground bus shall be provided in each enclosure or cabinet. It shall have provisions for connecting a minimum of ten grounding conductors.

E Provide thermoplastic data pockets mounted on inside door. The As-Built drawings for the electrical enclosure shall be placed in a watertight plastic wrap and shipped with the enclosure to the jobsite.

5.6 CONDUIT

A All exposed conduit shall be unpainted, schedule 40 Rigid galvanized, meeting NEMA/ANSI C80.3 and UL 797 standards.

5.7 WIRE

A Wire shall be Class B stranded.

B Insulation of all conductors and cables shall be rated for the voltage of the system.

C Insulation type shall be moisture and heat resistant thermoplastic THWN, rated 90°C in dry locations and 75°C in wet locations, for #8 AWG and smaller. For #6 AWG

and larger insulation shall be type XHHW.

D Wire identification - all wires, field and interior (non-field) to equipment, shall be identified with machine permanent ink printed sleeve markers or clip-on markers covered with clear plastic heat shrinkable tubing. Hand lettered wire labels are not acceptable and shall be replaced at the Contractor's expense. All wires that are electrically the same (connected to common termination points) and do not pass through a contact or other switching device shall have the same wire identification. The wire labeling code for each end of the same wire shall be identical. Tubing shall be sized for the wire and shrunk into place with the properly sized heat gun.

5.8 CIRCUIT BREAKERS

A Circuit Breakers shall be of the indicated type, providing ON, OFF and TRIPPED positions. Circuit breakers shall be quick make, quick break with thermal magnetic action and shall be compatible with existing breaker panel at the power feed facility. The use of tandem or dual circuit breakers in normal single pole space to provide the number of poles or spaces specified are not acceptable. All multiple-pole circuit breakers shall be designed so that an overload on one pole automatically causes all poles to open. Circuit breakers shall be manufactured by Square D or approved equivalent. Breakers shall be sized and have the minimum interrupting capacity as required.

5.9 FENCING

A All systems will be fenced.

B Provide security fencing where it does not exist.

C Six feet chain link with a double strand of barbed wire.

D Provide a 20-foot double opening gate.

E Allow 12 feet between the fence and the PV system.

5.10 CONCRETE

A Concrete shall conform to Caltrans standard specification for class 2 concrete.

B Concrete mix must exceed the compressive strength requirements of ASTM C387.

C Type I Portland cement must be used.

D Aggregate shall be hard, durable, selected, graded, and free from foreign materials.

E Water shall be potable and free from foreign materials in amounts harmful to the concrete and embedded steel.

F Utilize standard designs incorporating mixtures that facilitate the workability, curing, and strength.

G Forms shall be sized to minimize air pockets and maximize strength.

PART 6 INSTALLATION SPECIFICATION

6.1 GENERAL INSTALLATION REQUIREMENTS

A Clear and grade as necessary.

B All safety, electric, building, and labor code requirements at the national, state, and

local levels shall be met.

C The installations shall be completed in a "workman like manner." The areas shall be kept clean and free of obstructions at all times.

D The installations shall be completed per each manufacturer's installation manual.

E All electrical connections and terminations shall be fully tightened, secured, and strain relieved as appropriate.

F All mounting equipment shall be installed to the manufacturer's specifications.

G All cables, conduit, exposed conductors, and electrical boxes should be secured and supported according to code requirements.

H All applicable environmental regulations shall be met.

I System switching and metering equipment shall have convenient access for resetting or repair during electrical outages, and regular monitoring for data retrieval.

J The Contractor shall employ personnel that are skilled and experienced in the installation and connection of all elements, equipment, devices, instruments, accessories, and assemblies. All installation labor shall be performed by qualified personnel who have had experience on similar projects. The Contractor must provide first class workmanship for all installations.

K Ensure that all equipment and materials fit properly in their installations.

L Perform any required work to correct improper installations at no additional expense to the Customer.

M The Customer's Engineer reserves the right to halt any work that is found to be substandard or being installed by unqualified personnel.

N The installations shall be completed with minimal impact on the environment.

O All waste will be disposed of offsite.

6.2 COORDINATION

A District will be responsible for hiring and paying all inspectors, including any special inspectors.

B District will be responsible for paying for inspections and any required Building, Mechanical, and Electrical Permits.

C Temporary utilities are to be provided by District at no cost, as available.

D District will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces.

E Work will be performed during normal work hours; no overtime hours are included in the Contract Amount.

F Shutdowns will be scheduled at times of low facility operation as reasonably determined by the District; provided that the shutdown is scheduled within two (2) weeks of the time provided on the most recent Project Schedule.

G The contractor shall provide a daily update via email and shall participate in a weekly onsite meeting with District staff.

H The Contractor shall coordinate the electrical work with the other trades, code authorities and Engineer (District's engineer or representative); with due regard to their work, towards promotion of a rapid completion of the Project. If any cooperative work must be altered due to lack of proper supervision of such, or failure to make proper provisions, then the Contractor shall bear expense of such changes as necessary to be made in work of others.

I The Contractor shall cease work at any particular point, temporarily, and transfer operations to such portions of work as directed, when in the judgment of the Engineer it is necessary to do so.

J The Contractor shall schedule all the required work with the Engineer, including each shutdown period. Each shutdown shall be implemented to minimize disruption of the existing operations. The Work to be provided under this Contract shall not disrupt any of the existing operations without prior approval.

1 The Contractor shall not have any unscheduled shutdowns.

2 Carry out scheduled shutdowns only after the time, date, and sequence of work proposed to be accomplished during shutdown has been favorably reviewed by the Engineer. Submit shutdown plans at least 2 days in advance of when the scheduled shutdown is to occur.

3 The Engineer reserves the right to delay, change, or modify any shutdown at any time, at no additional cost to the Customer, when the risk of such a shutdown would jeopardize the operation of the facility.

6.3 SUPERVISION

A The Contractor shall schedule all activities, manage all technical aspects of the project, coordinate submittals and drawings, and attend all project meetings.

B The Contractor shall supervise and coordinate all work to insure each phase of the project, submittal, delivery, installation, and acceptance testing, etc. is completed within the allowable scheduled time frames.

C The Contractor shall be responsible for obtaining, preparing, completing, and furnishing all paper work, which shall include transmittals, submittals, forms, documents, manuals, instructions, and procedures.

6.4 SPECIAL INSPECTIONS

A All work or materials covered by the Contract documents shall be subject to inspection at any and all times by the applicable Engineer. If any material does not conform to the Contract documents, or does not have a favorably reviewed submittal status; then the Contractor shall, within three days after being notified by the Engineer, remove said material from the premises; and if said material has been installed, the entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the Contractor.

B The Contractor shall give the Engineer 10 working days' notice of the dates and time for inspection. Date of inspection shall be as agreed upon by the Contractor, Operations Manager and Engineer.

C Work shall not be closed in or covered over before inspection and approval by the Engineer. All costs associated with uncovering and making repairs where non-

inspected work has been performed shall be borne by the Contractor.

D The Contractor shall cooperate with the Engineer and provide assistance at all times for the inspection of the electrical system under this Contract. The Contractor shall remove covers, provide access, operate equipment, and perform other reasonable work that, in the opinion of the Engineer, will be necessary to determine the quality and adequacy of the work.

E The permitting authority shall be notified to perform required inspection either prior to or concurrent with Engineer's inspection in the close out process.

F Before request for final inspection is made, the Contractor shall submit to the Engineer in writing, a statement that the Contractor has made his own thorough inspection of the entire project, enumerating punch list items not complete and that the installation and testing is complete and in conformance with the requirements of this Section.

G The Owner's Engineer may arrange for a facility inspection by Cal-OSHA Consultation Service at any time. The Contractor shall make the necessary corrections to bring all work in conformance with Cal-OSHA requirements, all at no additional cost to the Customer.

H Contractor will be Responsible for any Additional Cost for Overtime, Weekend Overtime or Differential Time, Expenses for Inspection of Defective Work that has to be re-inspected.

6.5 JOB CONDITIONS

A The Contractor shall make all arrangements and pay the costs thereof for temporary services required during construction of the project, such as temporary electrical power. Upon completion of the project, remove all temporary services, equipment, material and wiring from the site as the property of the Contractor.

B The normal outdoor, not in direct sunlight, ambient temperature range of the job site will vary between 5 to 115 degrees Fahrenheit. All equipment shall be rated to operate in these temperature ranges or provisions for adequate heating and cooling shall be installed, at no additional cost to Customer.

6.6 SAFETY

A Testing shall conform to the respective manufacturer's recommendations. All manufacturers' safety precautions shall be followed.

B The procedures stated herein are guidelines for the intended tests, the Contractor shall be responsible to modify these tests to fit the particular application and ensure personnel safety. Absolutely no tests shall be performed that endanger personal safety.

C The Electrical Contractor shall have two or more Electricians present at all electrical field tests.

D California Electrical Safety Orders (ESO) and Occupational Safety and Health Act (OSHA): The Contractor is cautioned that testing and equipment shall comply with ESO and OSHA as to safety, clearances, padlocks and barriers around electrical equipment energized during testing.

E Field inspections and pre-energization tests shall be completed prior to applying power to equipment.

PART 7 METERS, MONITORING, AND DATA AQUISITION

7.1 PV DATA ACQUISITION SYSTEM (DAS)

A The District shall have access to the full functionality of the DAS. The DAS shall include instrumentation (with a stability < 2% change over a one year period) that allows the measurement of :

1 Ambient temperature - accuracy ± 2°C

2 PV module temperature - accuracy ± 2°C

3 Wind speed - starting threshold 2.98 mph & accuracy < 5%

4 Plane of array solar irradiation (accuracy ±5%)

5 A Net Energy package with the ability to monitor the energy used by the facility in all utility time-of-use periods.

6 Monitoring must provide string level output and alarms.

7 Inverter level monitoring.

B All measurement equipment must be “revenue” grade.

C The DAS shall capture and store data on 15-minute intervals.

PART 8 PROJECT CLOSEOUT

8.1 CLEANING AND TOUCH-UP

A Clean all work areas and remove any debris.

B Prior to startup and completion of the work, and subsequent to final acceptance, all parts of the installation, including all equipment, exposed conduit, devices, and fittings shall be cleaned and given touch up by Contractor as follows:

1 Remove all grease and metal cuttings.

2 Any discoloration or other damage to parts of the building, the finish, or the furnishings shall be repaired. Thoroughly clean any exposed work requiring repairs.

3 Vacuum and clean the inside of all panel and electrical enclosures.

4 Clean all above and below ground pull boxes and junction boxes from all foreign debris prior to final acceptance.

5 Paint all scratched or blemished surfaces with the necessary coats of quick drying paint to match adjacent color, texture, and thickness. This shall include all primed painted electrical equipment, including enclosures, panels, poles, boxes, devices, etc.

6 Repair damage to factory finishes with repair products recommended by Manufacturer.

7 Repair damage to PVC or paint finishes with matching touchup coating recommended by Manufacturer.

8.2 FINAL ACCEPTANCE

A Final acceptance will be given by the District Engineer after the equipment has passed

the final acceptance trial period of one month, each deficiency has been corrected, final documentation has been provided, and all the requirements of design documents have been fulfilled.

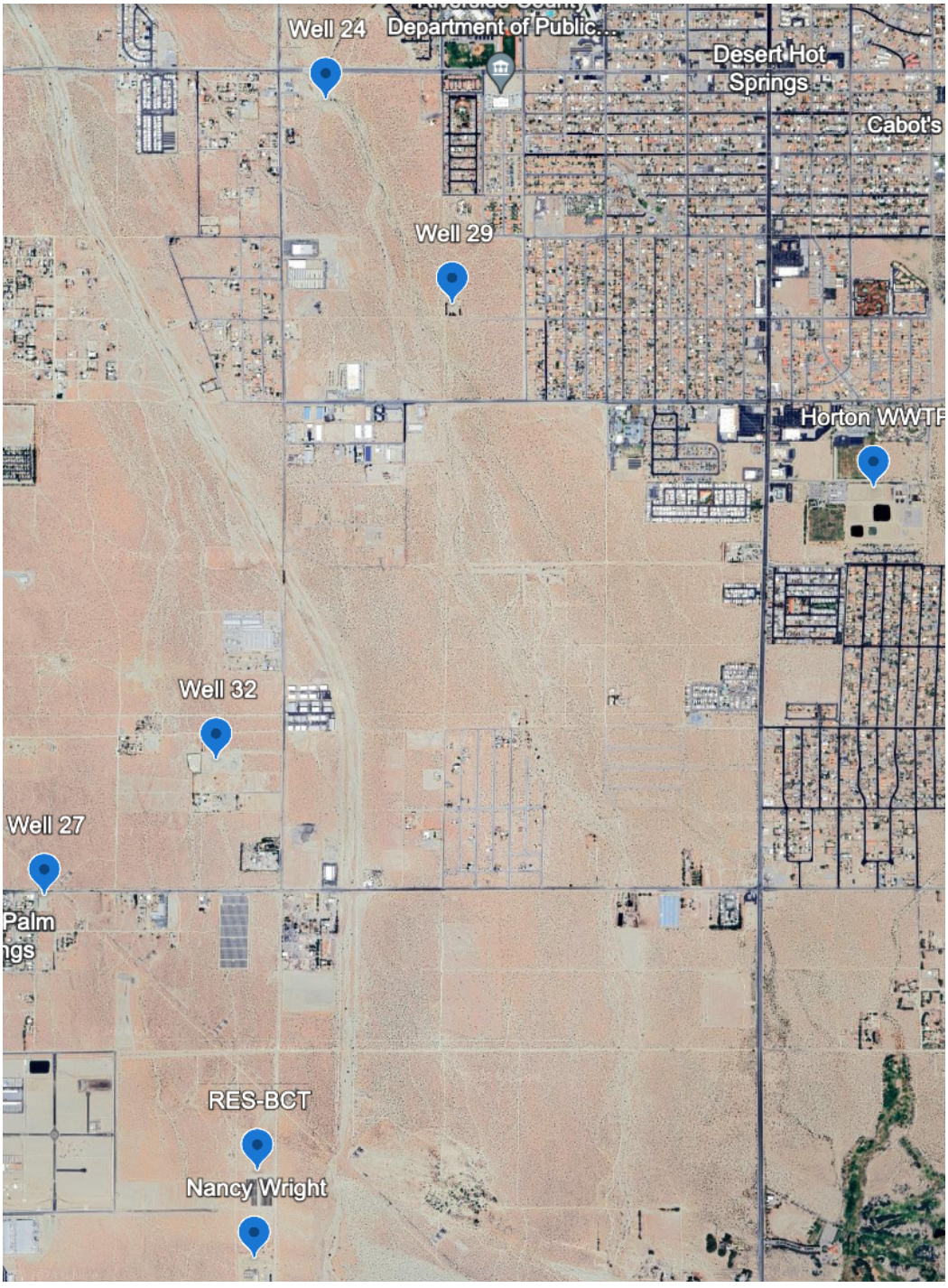
B Upon completion of the project, prior to final acceptance, remove all temporary services, equipment, material, and wiring from the site.

C Acceptance by Engineer shall be based on:

1 All operational tests performed to the satisfaction of Engineer.

2 Receipt of all final documentations listed above.

Attachment 1 to the Specification (Exhibit 5 of the PPA)
PV System Site Layouts



Site Name	Address	Annual kWh

		Usage
Horton WWTP	14601 Verbena	1,835,706
Well 24 (new meter)	79 Acoma Ave.	428,623
Well 27	64261 Dillon Rd	609,174
Well 29	65700 Ironwood Drive	1,451,303
Well 32 and Booster Station	16075 Little Morongo	945,307
Nancy Wright Regional Water Reclamation	19011 Little Morongo	New
Little Morongo RES-BCT	19011 Little Morongo	6,314,820

Notes that apply to all Sites

1. All installations are ground mounted.
2. 6’ of access space is required on each side of water supply lines
3. Well heads require a minimum of 20’ of clearance on all sides/
4. Pond areas cannot be filled, but arrays could be installed elevated above pond areas.
5. Existing access roads must not be encroached upon.
6. Indicated installation areas are for guidance only. Use more or less space as needed, considering clearance issues.
7. All meter/interconnection locations are to be confirmed by the PPA Vendor.

Horton Waste Water Treatment Plant – 360 kW AC

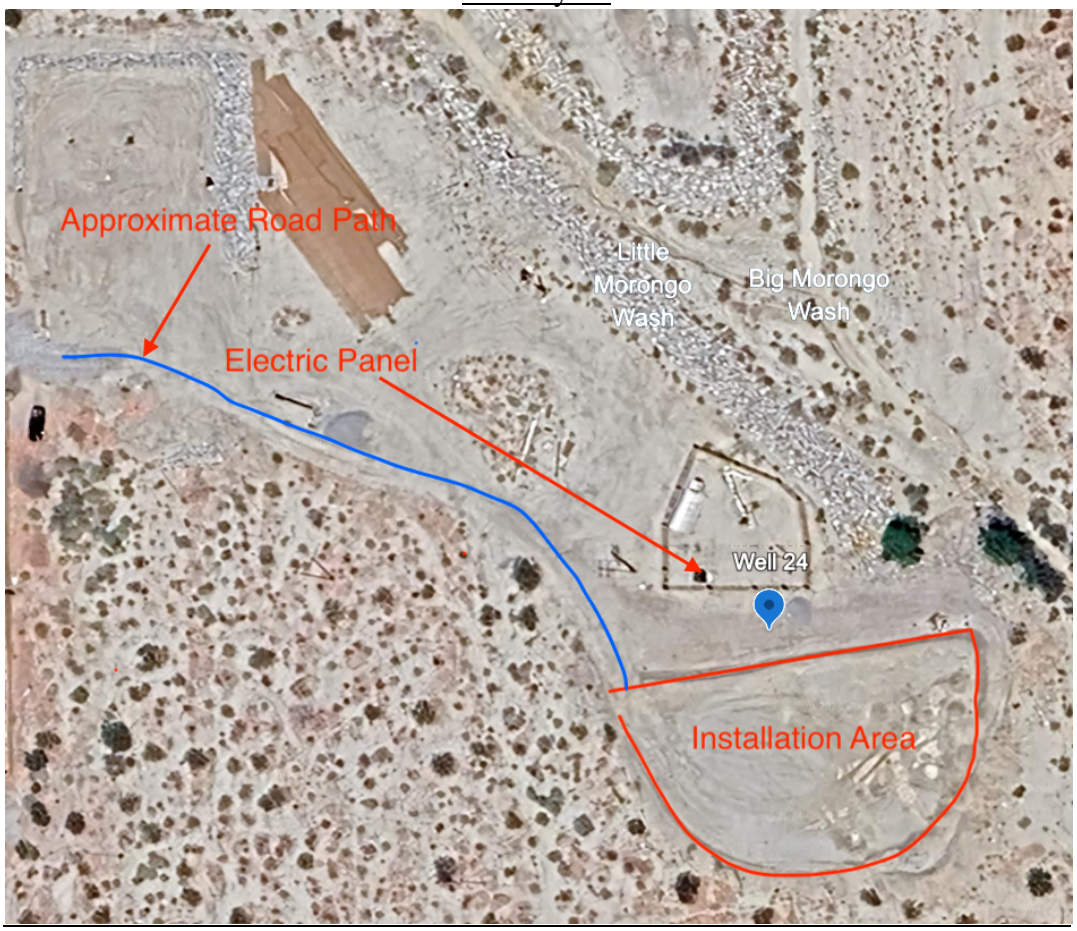
Site Layout



Well 24 – 171 kW AC

- Provide 20’-0” wide fire access road from street to Solar PV array. Access road will be excavated to a depth of 4”. The road will be 12” of virgin Class II road base. The road will include turn-outs as required by fire code.
- Installation area includes ~8’ of un-engineered fill on top of the native soil.

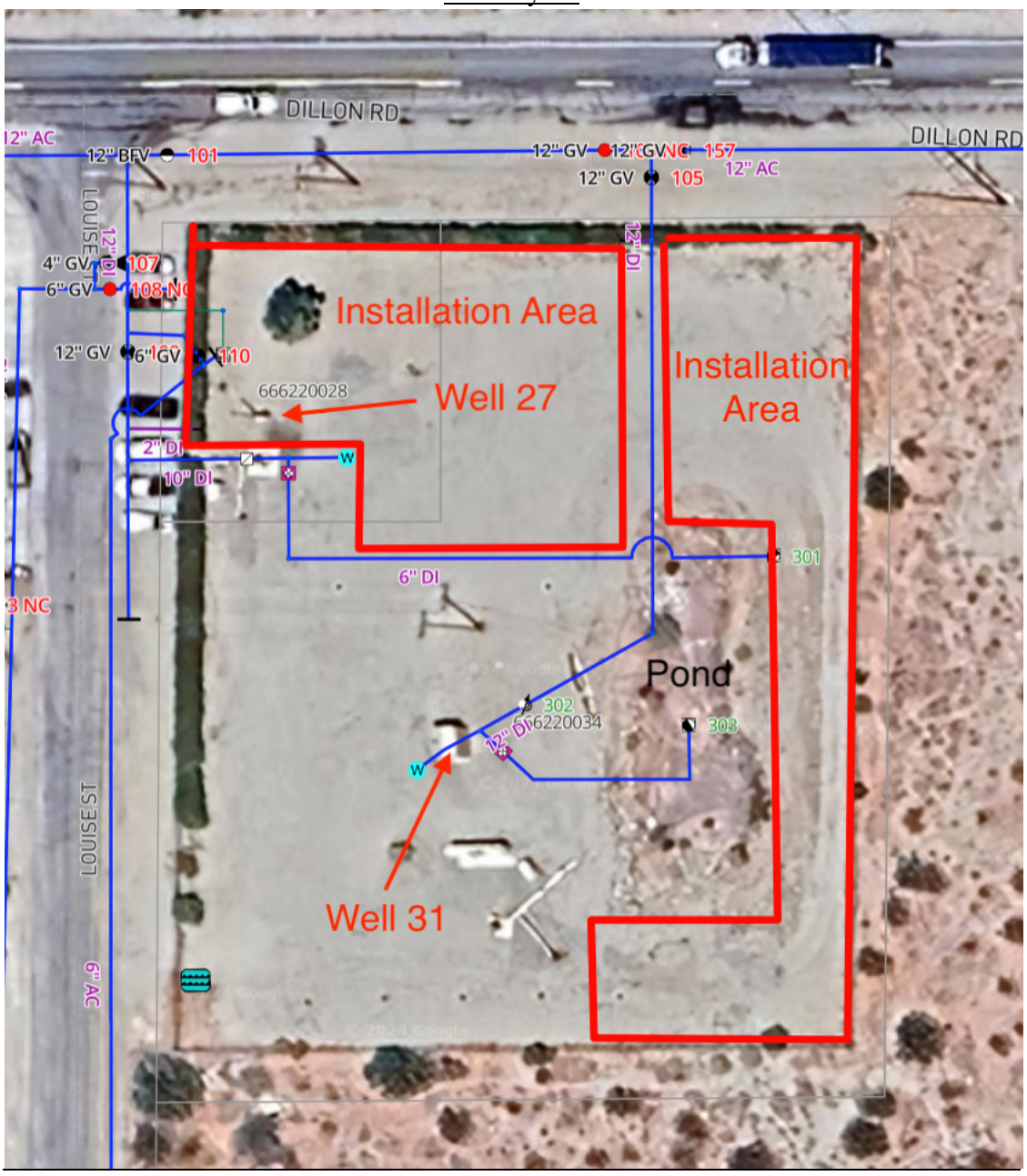
Site Layout



Well 27 – 324 kW AC

- Interconnection at Well 27

Site Layout



Well 29 – 189 kW AC

- Remove trees, as needed, to ensure no shading on the PV array in the areas which solar PV arrays will be located.

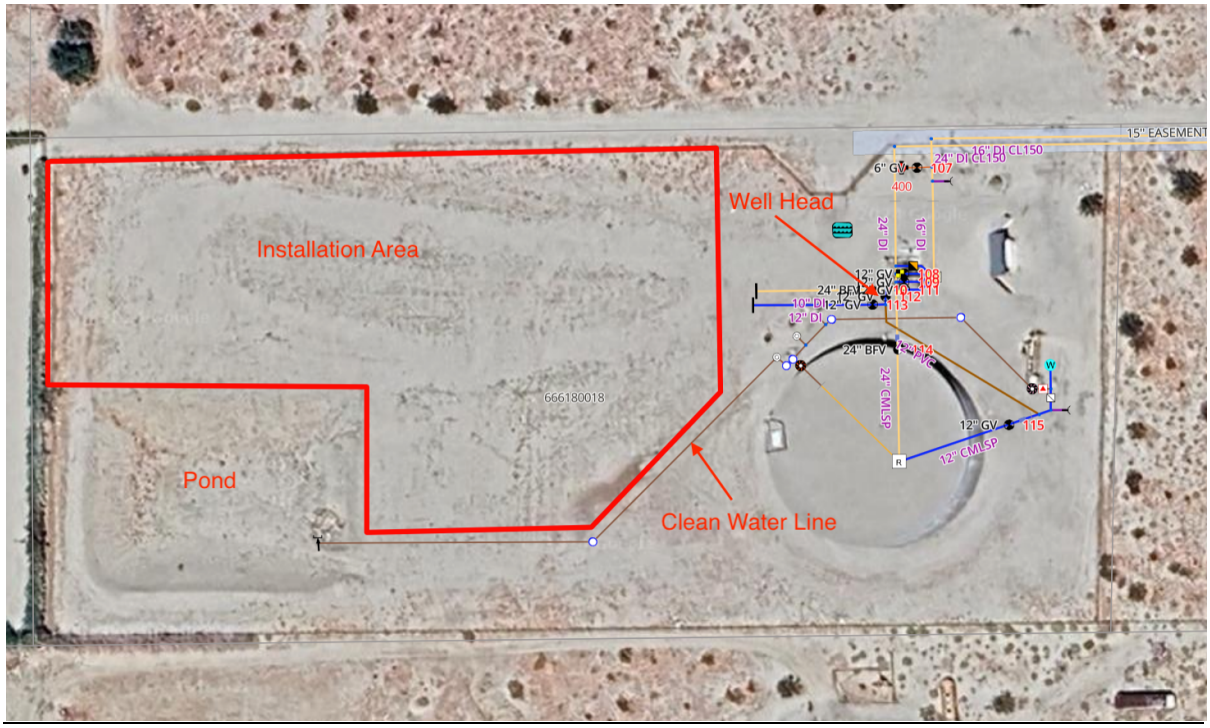
- Well head access a minimum of 25’
- East side road clearance of 50’
- Pond Area
- Maintain 6’ away from path of 24” Supply Pipe.

Site Layout



Well 32 – 396 kW AC

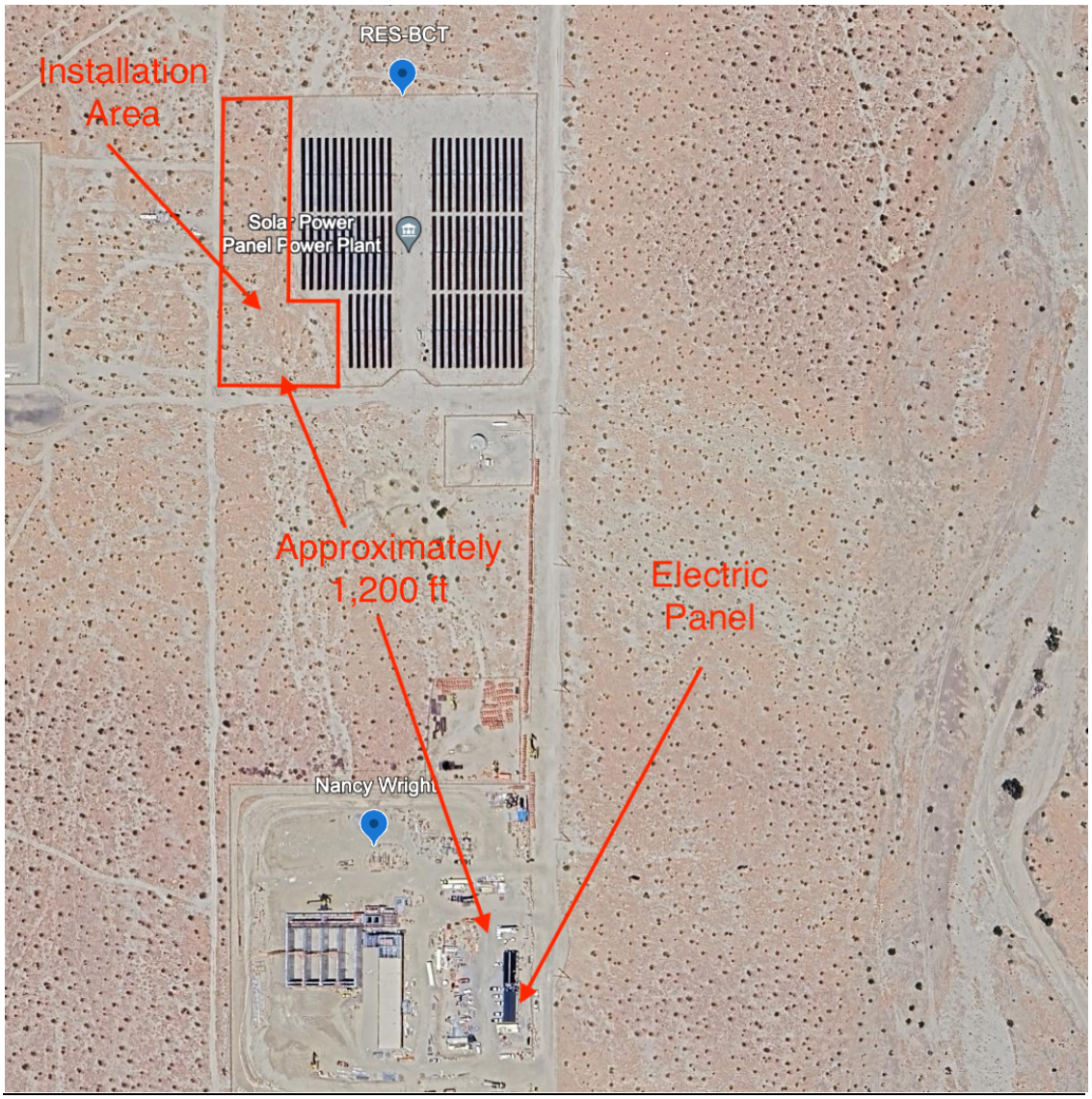
Site Layout


Installation Area
Well Head
Pond
Clean Water Line
666180018
15" EASEMENT
6" GV
107
400
24" DI
16" DI
24" DI CL150
16" DI CL150
12" GV
24" BFV
10" DI
12" DI
24" CMLSP
12" GV
115
12" CMLSP

Nancy Wright Regional Water Reclamation Facility – 360 kW AC

- NWRWF is a new facility with no historical energy use.

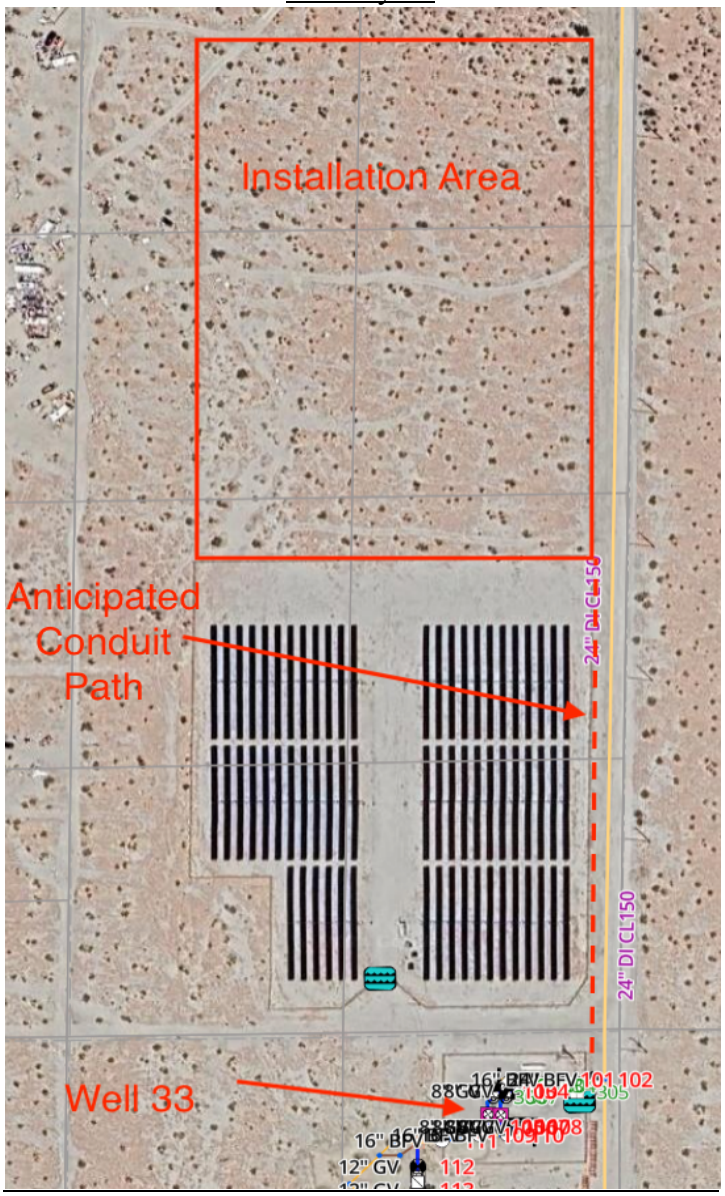
Site Layout



RES-BCT – Little Morongo Well 33

- Install 2 MW kW AC ground mount system.
- Coordinate with Utility to request new medium voltage service to site.
- Furnish and install 480V-12,470 V step up transformers.
- Furnish and install new electric Panel.
- Interconnection at Well 33

Site Layout



Attachment 2 to the Specification (Exhibit 5 of the PPA)
RES-BCT Allocations

	Site	New Rates	Type	Site kWh
1	ANNEX BUILDING	TOU-GS-1-D	Benefitting Account	22,363
2	ACCOUNTING MODULAR / OLD STORES	TOU-GS-1-D	Benefitting Account	26,359
3	ADMINISTRATION BUILDING	TOU-GS-2-D	Benefitting Account	102,395
4	CORP YARD MAINT. BLDG. / METER SHOP	TOU-GS-1-D	Benefitting Account	24,802
5	CORP YARD STORES / BREAKROOM	TOU-GS-1-E	Benefitting Account	25,852
6	WELL 25	TOU-PA-2-E	Benefitting Account	55,846
7	WELL 25A	TOU-PA-2-D	Benefitting Account	26,618
8	WELL 26A	TOU-PA-2-D	Benefitting Account	10,394
9	TERRACE RES. BOOSTERS 1 - 4	TOU-PA-2-E	Benefitting Account	472,483
10	TERRACE RES. BOOSTERS 5 & 6	TOU-PA-2-E	Benefitting Account	333,550
11	OVERHILL RES. BOOSTERS	TOU-PA-2-E	Benefitting Account	242,112
12	WELL 37	TOU-PA-3-D	Benefitting Account	1,525,036
13	LOW DESERT VIEW BOOSTERS	TOU-PA-2-E	Benefitting Account	57,023
14	DOS PALMAS / DILLON LIFT STATION	TOU-PA-2-D	Benefitting Account	65,281
15	DESERT CREST WWTP	TOU-PA-2-D	Benefitting Account	65,770
16	WELL 33 & BOOSTER STATION - LITTLE MORONGO	TOU-PA-2-E	Generating Account	1,029,865
17	Well 31	TOU-PA-3E	Benefitting Account	1,121,407
18	TWO BUNCH BOOSTERS	TOU-PA-2D	Benefitting Account	345,287
19	Well 26	TOU-PA-2-E	Benefitting Account	104,706
20	VALLEY VIEW RESERVOIR BOOSTERS	TOU-PA-2-E	Benefitting Account	572,893
21	LOW NORTHRIDGE RES. BOOSTERS	TOU-PA-2-E	Benefitting Account	84,778
			Total	6,314,820

Section II: Addendums to the RFP – Exhibit 5

Addendum #1

May 30,2024
NOTICE TO RESPONDENTS

ADDENDUM NO. 1:
Respondents are hereby advised that the Request for Proposals (RFP) for the above referenced project are hereby amended in the following manner and the following manner only:

GENERAL:
All provisions of this Addendum No. 1 are fully incorporated into the RFP and respondents

shall account for all provisions pursuant to this Addendum No. 1 when submitting their proposals.

SCHEDULE OF EVENTS:
The Response to RFP inquiries, Proposal Submittal Deadline, and Anticipated Final Selection has been changed. The updated schedule of events for this RFP are as follows:

Description	Date	Time
Request for Proposals Released	May 7, 2024	
Pre-Bid Meeting/Job Walk	May 21, 2024	10:00 AM
Submittal of RFP Inquiries	May 24, 2024	2:00 PM
Response to RFP Inquiries	June 5, 2024	
Interviews (if needed)	June 2024	
Proposal Submittal Deadline	June 18, 2024	5:00 PM
Anticipated Final Selection	Week of July 1, 2024	
Award by Board of Directors	July 15, 2024	3:00 PM
Anticipated Execution of Contract	July 2024	

If you have given the RFP to someone else, please forward this Addendum.

Date Signed: May 30, 2024

By: _____
Danny Friend

Title: Director of Operations

Addendum No. 1 - Page 1 of 1

Addendum #2

Questions and Answers to the RFP

Q #	Question	Answer
1	ENGIE is requesting a 2-week extension. We feel this is necessary in order for us to do a thorough job on our engineering and pricing.	The Bid due date is extended by one week to June 18, 2024 per Addendum 1.
2	I did not notice requirements in the RFP for fixed or tilt tracking PV systems. Are fixed, ok?	The selected vendor is responsible for the designs.
3	Are there minimum height clearance requirements on the low end of solar PV, for wind purposes?	The selected vendor is responsible for the designs.
4	Any other required access roads, outside of Well 24 in RFP?	Not per the RFP.
5	Well 27 has underground dry wells. RFP layout shows PV array over the eastern most well. What are the depths of wells/tanks?	Plan sheets are being provided on PlanetBids portal as Exhibit F.
6	RFP states the district is self-certifying for permits. Does this include CEQA permits for threatened & endangered species? Burrowing Owl observed on job walk in proposed area at Horton WWTP.	No
7	Storm Water Pollution Prevention Program plan required?	Yes
8	Could you please help me understand if the District would be open to bidders only responding with a bid for the RES-BCT portion of the RFP?	A single vendor will be selected.
15	Will the District accept a response to this RFP for only the RES-BCT portion of the RFP?	Yes
16	Is the District willing to issue an extension on the RFP for pricing/bidding related to the RES-BCT project?	The Bid due date is extended by one week to June 18, 2024 per Addendum 1.
9	Is fencing for all solar project sites mandatory under this RFP? If not, please specify which sites, if any, do require fencing.	Bidder is responsible for security. The PV system will be installed within existing District fencing at all sites except for Well 24, Nancy Wright Regional Water Reclamation, and Little Morongo RES-BCT.
10	Provide underground utility plan for Horton WWTP and Well 32 sites.	Plan sheets are being provided on PlanetBids portal as Exhibit G for Horton WWTP and Exhibit H for Well 32.
11	For Well 27 project site, can the interconnection point be located at either Well 27 or Well 31, or is it mandatory to connect at Well 27?	Interconnection point will be Well 27.

12	There is a potentially lengthy route for the interconnection point at the Little Morongo (Well 33) RES-BCT site. Please confirm the possibility of routing the interconnection through the adjacent vacant lot. If not, is on-street routing mandatory for this project?	We anticipate that the Bidder will work with the utility to get a new service drop at the location of the PV system.
13	Could you please clarify whether all the mentioned project sites, regardless of size, will be awarded to a single vendor, or will each site be awarded to a different vendor?	A single vendor
14	For clarity on project scope and budget, please specify who will be responsible for and bear the associated costs for the following site tasks: (1)Necessary landfill (2)Levelling (3)Tree pruning/removal (4)Any type of grading work	Responsibility will be on the Bidder.
17	In HWWT, the installation area is very far from the interconnection point. This will lead to higher costs and cable losses. Can we use some alternate location near to the interconnection?	The Bidder is to determine the best location for the installation. The installation shall be located within the site layout identified in the RFP. See Part 5.1.C of Attachment 1 of the RFP.
18	In NRWRF, the installation area is very far from the interconnection point. This will lead to higher costs and cable losses. Can we use some alternate location near to the interconnection?	The Bidder is to determine the best location for the installation. The installation shall be located within the site layout identified in the RFP. See Part 5.1.C of Attachment 1 of the RFP.
19	For the RES-BCT site, has the application been made for 2MWAC project regarding MV service and interconnection?	No
20	Would it be possible to extend the submittal deadline to June 20th so bidders have time to assimilate the responses to the RFP inquiries with our subcontractors?	The Bid due date is extended by one week to June 18.
21	Please confirm that Well 33 (2 MW RES-BCT site) is on TOU-PA-2-E as stated in the RFP Exhibit B. This tariff is for accounts with a maximum demand of 200 kW. Is this the case at this site?	Confirmed
22	Please provide 12 months of interval data for all RFP sites.	Utility data is now available in the planet bids portal; Data does not exist for the RES-BCT. Assume that he new Nancy Wright Regional facility energy use will be the same as the Horton WWTP.
23	Please provide 12 months of utility bills in pdf (or, at the minimum, multiple sample bills) for all RFP sites.	Historical bills are now included in the Planet Bids portal.

24	Does the District have a Direct Access provider (e.g. Calpine)? Please provide 12 months of Direct Access bills for each site/meter in the RFP.	No DA.
25	Has the District started the CEQA process at all of the RFP sites? What is the current CEQA status of these sites?	No, the District has not started the CEQA process for any/all of the RFP sites
26	For the installation area to the east of Well 27 can the pond area be filled in or is it still required for overflow?	Pond is required for overflow.
27	Can you reconfirm the switchgear and utility transformer ratings for Well 32?	See Part 5.1.C of Attachment 1 of the RFP.
28	For the proposed 2 MW RES-BCT system north of the existing 1 MW system and Well 33, does the District required metal clad gear on equipment pads or can the bidders propose more cost effective options for the electrical equipment and tie-in?	Equipment must be designed for the environment in which it is installed.
29	Does the District have available land west of the existing 1 MW ground system and the installation area for the 2 MW RES-BCT system for the expansion of the RES-BCT system? Land reports shows the District owns land to the west. Are these parcels available for renewable development?	Yes, see Exhibit I of District owned parcels in the PlanetBids portal.
30	Does the District have additional meters with load or are all of the remaining District meters covered in Exhibit B of the RFP?	All meters are included
31	There is a wetland (stream bed) in the proposed installation area of NWRWF. This will require federal permitting which is a lengthy process that we advise the District to avoid: How did the District deal with the wetland (stream bed) in the development of the NWRWF? It looks like the wetland also passes through the land parcels of the new plant.	The biological resources study completed for the NWRWRF as part of the EIR identified the potential for a stream bed through the site; however, it was a desktop study and subsequent field investigations found no discernable evidence of a stream bed through the NWRWF.
32	Can the AC run go straight as the crow flies from the installation area to the electrical panel at NWRWF?	No, this area is slated for future NWRWRF expansion. See Exhibit J of future conceptual layout and recommended AC/conduit run
33	To avoid the cost of a 1200 ft AC run can the installation area be located on the same parcel as Well 33 directly north of NWRWF?	No, this area is slated for future NWRWRF expansion. See Exhibit J of future conceptual layout and recommended AC/conduit run

34	Should the bidders assume Prevailing Wage for labor or is the District under a Project Labor/Community Workforce Agreement?	Prevailing Wages apply.
35	Where does the District propose for on-site storage of equipment and materials during the construction of the PV systems?	The District will accommodate the Bidder with laydown areas at each site.

Section III: Staten Proposal Inclusions, Assumptions, and Exclusions – Exhibit 5

STATEN PROPOSAL ITEMS

1. Solar PV Project Inclusions
    - A Project Engineering
        - 1 Civil/structural engineering
        - 2 Electrical engineering
        - 3 Mechanical engineering
        - 4 Geotechnical studies and engineering
    - B Project Permitting
        - 1 Applicable AHJ permitting fees
        - 2 Utility interconnection study process
    - C Safety Plan
    - D Materials
        - 1 Modules
        - 2 Inverters
        - 3 Racking/structures
        - 4 Balance of System (BOS)
        - 5 All other materials for constructing the system as per industry standards.
    - E Equipment/Material Procurement
        - 1 Mobilization
        - 2 Delivery, storage, and staging logistics
        - 3 Delivery and handling costs
        - 4 De-mobilization
    - F Facility Construction

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

2 Structural/mechanical

3 Electrical

G Interconnection Process

1 Interconnection Application

2 Initial and supplemental review process management

3 System coordination studies (if deemed necessary)

4 System protection engineering (Rule21, UL1741, etc.)

5 Pre-parallel inspection

6 Permission to operate (PTO)

H Facility Testing

I Facility Commissioning

1 String voltage check

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

3 Racking visual inspection and torque check

4 Monitoring, configuration, startup, and training of Participant's personnel

5 Switchgear (if required)

J Monitoring Equipment/System - Inverter level performance/production monitoring

K Operations and Maintenance

1 Inverter maintenance

2 Module cleaning/testing

3 Checking of electrical connections/torque

4 Racking/structure torque check

5 Inverter extended warranty or replacement plan

6 Remote monitoring

L Production Guarantee - 90% system production guarantee or better.

2. Solar PV Project Assumptions

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

B Pricing includes sales tax, and permit fees.

C Payment and performance Bond and Insurance

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

E Underground conditions allow for standard foundation sizing and installation, boring for electrical conduit lines, and trenching or digging required for the scope of work. Per Staten's response to post-proposal question #8, Staten has reviewed existing geotechnical reports and the design is compatible with the soil type.

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

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

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

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

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

K Array areas shown on project site maps are representative and not exact layouts. There is small change at few sites in the areas allocated/marked for module installation provided in Attachment 1 to the specification.

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

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

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

O For Little Morongo RES-BCT, $250K is included for Interconnection. Anything beyond that will be extra. The site will be connected to SCE's distribution system through a new meter. Installation costs includes all necessary subpanels, switchgear, metering, transformers, etc. The $250K is specific to SCE distribution system upgrades related to the interconnection.

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

3. Solar PV Project Exclusions

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

B Any upgrades to existing site services.

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

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

E Groundwater abatement.

F Removal/disposal/Remediation of existing hazardous materials including asbestos.

G Habitat mitigation.

H Backup, or temporary power for existing electrical system.

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

J Backup generator power for use during interconnection shutdown.

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

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

M Removal of any existing abandoned structures, conduits, pads etc.

N Off-site Storage fees.

O Environmental studies.

Exhibit 6

Form of SNDA

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: [*] Phone: [*] Email: [*]	

(Space above this line for recorder's use)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") is made as of the [*]by and between [*], a [*] ("**Lender**"), and [*], a [*] ("**Borrower**"), and [*], a [*] and its successors and assignees (collectively, "**Grantee**").

RECITALS:

A. Lender has agreed to make a loan with an origin date of [*] and maturity date of [*] (the "**Loan**") to Borrower secured by Borrower's interest the property (the "**Property**"), which Property is more particularly described on **Exhibit "A"** attached hereto and incorporated herein; and

B. Borrower intends to lease a portion of the Property to Grantee pursuant to the provisions of a Site Lease (the "**Site Lease**") so that Grantee may construct and operate a solar electric generating facility on the Property and sell power generated by the facility to Borrower pursuant to a Power Purchase Agreement (the "**PPA**" and together with the Site Lease, the "**Property Agreements**") between Grantee and Borrower. Grantee and Borrower may also agree in the future to include charging stations for electric plug-in vehicles pursuant to a separate License Agreement which will be deemed a "Property Agreement" for purposes hereunder.

C. Grantee is willing to enter into the Property Agreements if Lender will agree not to disturb Grantee's possession of the portion of the Property leased to Grantee under the Site Lease so long as Grantee is not in default under the Property Agreements.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. Grantee agrees that the Property Agreements, as the same may hereafter be modified, amended or extended, and all of the terms, covenants and provisions thereof and all rights, remedies and options of Grantee thereunder are and shall at all times continue to be subject and subordinate in all respects to Lender's security interest in the Property arising under the Loan (the "**Security Interest**"), including without limitation all renewals, increases, modifications, consolidations and extensions thereof provided that any such renewals, increases, modifications, consolidations and extensions thereof shall also be subject to this

Agreement. Lender hereby agrees that its Security Interest in the Property shall not extend to, and does not in any manner include, any interest whatsoever in the System (as defined in the Property Agreements).

2. Non-Disturbance. So long as Grantee is not in default under the Property Agreements beyond any applicable notice and cure periods, Lender agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Security Interest or the sale of the Property, Grantee shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Property Agreements or disturb the Grantee's possession, quiet enjoyment or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Security Interest shall be made subject to all rights of Grantee under the Property Agreements. For purposes of this Agreement, a "foreclosure" shall include (but not be limited to) a sheriffs or trustee's sale under the power of sale contained in the instrument evidencing the Security Interest, and any other transfer of the Borrower's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. After its receipt of notice from Lender or any person or entity that acquires the Property through a foreclosure (an "**Acquiring Party**") of the completion of a foreclosure or that Lender or Acquiring Party has received a conveyance of the Property in lieu of foreclosure or otherwise obtained the right to possession of the Property, Grantee will be considered to have attorned to and recognized by Lender or Acquiring Party as its substitute grantor under the Property Agreements, and Grantee's possession, quiet enjoyment and use of the Property will not be disturbed. The foregoing provision will be self-operative, and will not require the execution of any further instrument or agreement by Grantee, Lender or the Acquiring Party to effectuate the attornment and recognition. The attornment and recognition of a substitute grantor will be upon all of the terms set forth in the Property Agreements.

4. No Liability. Lender and Grantee agree that if Lender or any Acquiring Party shall become the owner of the Property by reason of the foreclosure or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Property Agreements shall not be terminated or affected thereby but shall continue in full force and effect as a direct Site Lease and PPA between Lender or any Acquiring Party and Grantee upon all of the terms, covenants and conditions set forth in the Property Agreements and in that event, Grantee agrees to attorn to Lender or Acquiring Party and Lender or Acquiring Party agree to accept such attornment, provided, however, that Lender or Acquiring Party shall not be:

(a) liable for any act or omission of any prior grantor (including a Borrower), unless Lender has been given written notice thereof and the same time to cure as afforded such Borrower under the Property Agreements, or

(b) subject to any offsets or defenses that Grantee might have against any prior grantor (including a Borrower) unless Lender has been given written notice thereof and the same time to cure as afforded Borrower under the Property Agreements; or

(c) bound by any amendment or modification of the Property Agreements that would change the term of the Property Agreements specified therein made without Lender's or such Acquiring Party's prior written consent.

5. Rent. Grantee hereby agrees to and with Lender that upon receipt from Lender of a written notice of any default by a Borrower under the Loan and a written request for the same, Grantee will pay to Lender directly all sums due from Grantee under the Property Agreements. Grantee shall have no responsibility to ascertain whether such demand by Lender is permitted under the Loan, or to inquire into the existence of default by a Borrower under the Loan. In the event of the foregoing, the Borrower hereby authorizes Grantee to pay to Lender directly all sums due from Grantee under the Property Agreements and hereby waives any right, claim or demand it may now or hereafter have against Grantee by reason of such payment to Lender, and any such payment shall discharge the obligations of Grantee under the applicable Property Agreement to make such payment to Borrower. In addition, Borrower hereby indemnifies and holds Grantee harmless from and against any and all

claims, causes of actions, demands, liabilities and losses of any kind or nature, including but not limited to attorney's fees and expenses, sustained by Grantee as a result of its payment of the sums due under the Property Agreements directly to Lender in accordance with the terms and conditions hereof.

6. Lender's Consent. Unless Lender shall give its written consent to the same (which consent shall be obtained by Borrower), Lender shall not be bound by any agreement amending or modifying the Property Agreements that would change the term of the Property Agreements.

7. Lender to Receive Notices. Grantee shall provide Lender with copies of all written notices of any default by Borrower sent to Borrower pursuant to the Property Agreements simultaneously with the transmission of such notices to the Borrower. Lender shall have the right to remedy any Borrower default under the Property Agreements, or to cause any default of Borrower under the Property Agreements to be remedied during the same time period as Borrower as set forth in the Property Agreements. Grantee shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Borrower under the Property Agreements with the same force and effect as though performed by Borrower.

8. Notices. All notices or other written communications hereunder shall be deemed to have been properly given if given in accordance with the provisions of the Property Agreement and addressed as follows:

If to Borrower:

[*]
Phone: [*]
Email: [*]

If to Lender:

[*]
Phone: [*]
[*]

If to Grantee:

[*]
Phone:
Email: [*]

or to such other address in the United States as such party from may from time to time designate by written notice to the other parties. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and given by mailing such notice or consent by either (i) one (1) business day after sending by an overnight courier service, or (ii) two (2) business days after sending by registered or certified mail, return receipt requested, addressed to the other party as indicated above, or at such other address in the United States as may be specified from time to time in writing by either party. Any notice or consent given hereunder by either party shall be deemed effective when mailed as aforesaid, but the time period in which to respond to any notice or consent shall commence to run on the date on which such notice or consent is actually received by the addressee. Refusal to accept delivery shall be deemed receipt thereof.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender, Borrower and Grantee and their respective successors and assigns.

10. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure

or the acceptance of a deed or assignment in lieu of foreclosure or otherwise to which Grantee has received written notice of. The terms "Grantee" and "Borrower" as used herein include any successor and assignee of the named Grantee and Borrower herein, respectively.

11. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by all the parties hereto, or if the Loan is paid in full, this Agreement shall automatically terminate.

12. Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

13. Inapplicable Provisions. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

14. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement. This Agreement shall not be binding on Grantee until a fully-executed and recorded copy hereof has been returned to it.

15. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural and vice versa.

16. Grantee's Personal Property. It is expressly agreed to between Lender, Borrower and Grantee that in no event shall any security interest under the Loan cover or encumber (shall not be construed as subjecting in any manner to the lien thereof) the solar electric generating facility, any vehicle charging stations or any of Grantee's equipment, signs, inventory, or other personal property at any time placed in, on or about the Property.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Lender, Borrower and Grantee have executed this Agreement as of the day and year first above written.

LENDER:

[*]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2023, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

(The area above is for official notarial seal)

GRANTEE:

[*] , and its successors and assignees,
(collectively, "Grantee")

By: _____
Name:
Title:
Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

County of _____)

On _____ before me, _____,
Insert Name and Title of the Officer

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

BORROWER:

[*]

By: _____
Name:
Title:
Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

County of _____)

On _____ before me, _____,
Insert Name and Title of the Officer

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit 7
NEM2.0 SITES AND PERFORMANCE BOND

NEM2.0 Sites
[List]

Performance Bond
Staten to calculate proposed amount for each NEM2.0 site based on the following formula:

Annual Performance Bond Value = (Tariff rate – RES BCT rate) x kWh exported

LAND LEASE AND SOLAR EASEMENT

Between

MISSION SPRINGS WATER DISTRICT

And

Trident Mission Springs LLC

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement ("**Lease**") is made as of September ___, 2024 (the "**Effective Date**") between The Mission Springs Water District, a County water district, with its principal address at 66575 Second Street, Desert Hot Springs, CA 92240 ("**Landlord**"), and Trident Mission Springs LLC, a Delaware limited liability company, with its principal address at _____ ("**Solar Company**"). Landlord and Solar Company are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, on the date hereof, Landlord and Solar Company executed that certain Solar Power Purchase Agreement ("**PPA**"), a copy of which is attached as **Exhibit A**.

WHEREAS, it is the intent of the Parties that the PPA and this Lease be implemented such that each document be interpreted and applied to support implementation and operation of the other. Any capitalized terms defined in the PPA that are used in this Lease shall have the same meaning as provided in the PPA.

AGREEMENT

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

ARTICLE I
PREMISES

1.1 **General**.

a. Lease of Premises for Solar Energy Purposes. Landlord leases to Solar Company, and Solar Company leases from Landlord, the real property encompassing a portion of the Mission Springs Water District properties, more specifically described in **Exhibit B**, attached hereto (the "**Premises**") for the purpose of monitoring, testing and evaluating the Premises for solar energy generation, and constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy generating equipment, and all necessary and proper electrical equipment on, along and in the Premises (collectively, "**Solar Facilities**") [for use by the Landlord which is intended to be an "agency use" under California Government Code Section 54221(c)(1)], together with the appropriate rights of way. Solar Facilities includes electrical transmission and/or distribution and communications lines and related cables, wires, cables, conduit, circuit breakers and

transformers, and any and all necessary and proper facilities, fixtures, and additional equipment to be operated in conjunction with solar energy generating equipment installations and equipment in any way related to or associated with any of the foregoing for the transmission and delivery of electrical energy (collectively, "**Transmission Facilities**"). Solar Company will have the exclusive right to use the Premises for solar energy purposes during the Term (as defined herein) of this Lease. For purposes of this Lease, "solar energy purposes" means converting solar energy into electrical energy via solar panels, and collecting, transmitting and storing the electrical energy so converted, together with any and all activities related thereto.

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

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

c. Transmission Easement. Landlord hereby grants Solar Company for the Term a non-exclusive easement for Transmission Facilities (the "**Transmission Easement**") on, over, under and across the Premises, including ingress to and egress from the Solar Facilities, on such portions of the Premises as agreed to by Landlord in accordance with **Section 1.1(k)** herein. The Transmission Easement will contain all of the rights and privileges for Transmission Facilities as are set forth in this Lease. The Transmission Easement will run with the Premises and inure to the benefit of and be binding upon Landlord and Solar Company and their respective transferees, successors, and assigns, and all persons claiming under them. Solar Company will have the right to assign or convey all or any portion of the Transmission Easement independently from this Lease to any Person (as defined herein) on an exclusive or nonexclusive basis, subject to the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, or otherwise contract with a third party that owns, operates and/or maintains electric transmission or distribution systems relating to the construction, operation, repair and/or maintenance of the electric transmission or distribution systems. A copy of the Transmission Easement is attached hereto as **Exhibit C**. As used herein, "**Person**" means any individual, partnership, joint venture, company, corporation, limited liability company, limited duration company, limited life company, association, trust or other entity or organization. Solar

Company will bury all collector lines being laid down by the Solar company in the course of implementing the project that are 138kv or less (the placement of which shall be subject to **Section 1.1(k)** herein), except such lines that Solar Company, in good faith, determines that it is unable to bury for technical reasons or at commercially reasonable cost and expense.

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

e. Planned Location of Solar Facilities. The initial placement of the Solar Facilities on the Premises and easement areas shall be substantially as set forth in designs and specifications attached to the PPA as Exhibit 5 thereto (the "**Specifications**"). To the extent such placement materially varies from such Specifications, Solar Company shall obtain consent of Landlord on its site development plan prior to deploying its solar panel structure and any equipment necessary to the operating thereof, in accordance with **Section 1.1(k)** herein.

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

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

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

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

j. Prior to the construction of the Project, Solar Company shall use commercially reasonable efforts to obtain, at its sole cost and expense:

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

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

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

k. Landlord Consent Process. With respect to any actions in which Solar Company is required herein to confer with Landlord or otherwise obtain Landlord's approval, Solar Company shall submit to the General Manager of Landlord in writing with adequate specificity the reason for the action, the details, including specifications as applicable, of the action proposed, and the timing of the proposed action. Landlord shall respond in writing no later than ten (10) Business Days (as defined herein) after receipt of Solar Company's proposal. Such response shall either approve or disapprove of the proposed action, or request additional information (which request may include a meeting with Solar Company). If Landlord does not approve, or if Landlord concludes that it cannot render a determination as a result of lack of sufficient information even after meeting with Solar Company or additional information is provided, Solar Company may initiate dispute resolution in accordance with **Section 9.5** herein. As used in this Agreement, "**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in Riverside, California and/or Atlanta, Georgia are required or authorized by applicable law to close.

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

1.2 **Solar Easement**.

a. Open Access to Sun. Landlord hereby grants and conveys to Solar Company an exclusive easement on, over and across the Premises for open and unobstructed access to the sun to develop, capture, use and convert all solar energy resources using the Solar Facilities and to ensure adequate exposure of the Solar Facilities to the sun. Such easement includes a prohibition of any obstruction to the open and unobstructed access of the Solar Facilities to the sun other than by the atmosphere (together with the preceding sentence, the "**Solar Easement**"). The Solar Easement runs with and binds the Premises, and inures to the benefit of and is binding upon Grantor and Grantee, as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. A copy of the Solar Easement is attached hereto as **Exhibit C**.

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

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

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

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

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

1.3 **Continuing Nature of Obligations**.

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

b. Burdens Run With and Against the Land. The burdens of the Solar Easement, Access Easement, Transmission Easement and all other rights granted to Solar Company in this Lease will run with and against the Premises and will be a charge and burden on the Premises and will be binding upon and against Landlord and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease, Solar Easement, Access

Easement, and Transmission Easement will inure to the benefit of Solar Company and its successors, assigns, permittees, licensees and Project lessees. Landlord and Solar Company agree to execute all documents reasonably necessary to record the Solar Easement, Access Easement, and Transmission Easement in the county where the Premises are located.

ARTICLE II

LEASE TERM

2.1 **Term**. This Lease is effective as of the Effective Date. The "**Term**" consists of the Procurement and Construction Period and the Operating Term, unless earlier terminated in accordance with the terms of this Agreement as follows:

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

b. Operating Term. The "**Operating Term**" of this Lease shall commence upon the expiration of the Procurement and Construction Period and shall continue for a period of twenty-five (25) years. Notwithstanding the foregoing, the Operating Term may be earlier terminated in accordance with the terms of this Lease. The Operating Term of this Lease shall be extended by the period of any renewals of the term of the PPA.

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

a. The expiration of the Term;

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

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

d. Landlord's purchase of the Solar Facilities under **Section 2.3** (Landlord Purchase);

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

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

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

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

i. Termination of the PPA, subject to **Section 4.4(a)(ii)** below.

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

ARTICLE III

PAYMENTS AND TAXES

3.1 **Annual Rent and Payments**. Commencing on the first Business Day of the calendar year immediately following the year in which the Operations Term begins, Solar Company shall pay Landlord annual rent in the amount of $10.00. Rent shall be payable in arrears annually on the first Business Day of each calendar year and will be prorated for any partial years.

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

a. Landlord will pay, when due, all real property taxes and assessments (together "**real property taxes**") levied against the fee title to the Premises and all personal property taxes and assessments levied against any property and improvements owned by Landlord and located on the Premises, if any, it being understood that as a government entity no tax should be imposed. If Landlord fails to pay any such taxes or assessments when due, Solar Company may, at its option, pay those taxes and assessments and any accrued interest and penalties, and either seek reimbursement from Landlord or deduct the amount of its payment from any rent or other amount otherwise due to Landlord from Solar Company.

b. Solar Company Taxes and Assessments. Solar Company will pay all personal property taxes, fees and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the real property taxes assessed to such Premises increase solely as a result of the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, [or in the event of the imposition of a possessory interest tax on this Lease,] Solar Company will pay the same or reimburse Landlord an amount equal to the increase to the extent caused by such installation no later than ten (10) days prior to the date each year on which the applicable real property [or possessory interest]

taxes are due to be paid, provided that not less than thirty (30) days prior to such due date Landlord provides Solar Company with copies of the applicable current and past statements of real property taxes payable for the Premises, if applicable, and any related information demonstrating that the installation of the Solar Facilities resulted in the increase in real estate taxes for which Landlord is requiring payment or reimbursement from Solar Company.

c. Tax Contest. Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question as required by The California Revenue and Taxation Code pending the outcome.

d. Solar Company Utilities. Solar Company will pay costs (based on meter readings) for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Solar Company on the Premises.

e. Prevailing Wages. Solar Company will comply with California Labor Code Section 1720 et set, and the regulations adopted pursuant thereto ("**Prevailing Wage Laws**") in its performance under this Lease, such requirement to further apply to Solar Company's contractors and subcontractors. Solar Company shall indemnify, defend (with counsel reasonably approved by Landlord) and hold Landlord its Indemnified Parties (as defined in **Section 6.1** below) harmless from and against all liability, loss, cost, expense (including without limitation reasonable attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (collectively, "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation all claims that may be made by contractors, subcontractors or other third party claimants pursuant to California Labor Code Sections 1726 and 1781), or noncompliance with the Prevailing Wage Laws.

ARTICLE IV

SOLAR COMPANY COVENANTS

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

4.1 **Liens**. Solar Company will keep the Premises (other than the Solar Facilities) free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Solar Company. Landlord shall not cause or permit any lien or encumbrance that could affect use or operation of the Solar Facilities. Solar Company and Landlord may contest any such lien, but the contesting Party will post a statutory mechanic's lien release bond to remove any lien that is created during the contested proceeding. Solar Company and Landlord agree to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of notice from the other Party of the creation of any such lien or encumbrance.

4.2 **Permits and Laws**. Solar Company and its designees will at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any Governmental Authority (as defined in the PPA) applicable with respect to Solar Company's activities pursuant to this Lease in all material respects and will obtain all

permits, licenses and orders required to conduct any and all such activities, including taking all actions necessary to obtain any permits, licenses and orders required to conduct any and all such activities to the extent such permit, licenses, or orders are required to be issued under the name of the owner of the Premises (collectively, "**Legal Requirements**"). Landlord shall provide reasonable cooperation requested by Solar Company in connection with obtaining all such permits, licenses and orders. Solar Company will indemnify, defend and hold harmless Landlord, in accordance with **Article VI**, in the event of any action, including without limitation any administrative or judicial action, with regard to Legal Requirements. Solar Company will have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Solar Company or with the prior written consent of the Landlord in the names of both Solar Company and Landlord where appropriate or required (or in the name of the Landlord where the property owner is required to be solely named and written consent first obtained), the validity or applicability to the Premises or Solar Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other Governmental Authority, provided that this requirement shall not apply in circumstances where Landlord initiates legal proceedings against Solar Company in a regulatory role. Landlord will reasonably cooperate in such contest, provided Solar Company reimburses Landlord for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Landlord, will be defended by Solar Company, but Solar Company may not take any action or agree to any settlement, including injunctive relief, that may affect Landlord or Landlord Operations without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Furthermore, Solar Company will indemnify, defend and hold harmless Landlord from Solar Company's failure to observe or comply during the contest with the contested Legal Requirement. Notwithstanding the foregoing, Solar Company's indemnification obligations set forth in this **Section 4.2** shall not apply to Claims arising from the gross negligence or willful misconduct of an Indemnitee.

4.3 **Solar Company's Improvements**.

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

b. Construction, installation, and placement of the Solar Facilities will be performed in a good and workmanlike manner at the sole cost and expense of Solar Company, and shall be consistent with the plans and Specifications, as they may be revised from time to time in accordance with the terms of this Lease and the PPA.

c. Throughout the Term, Solar Company will, at its sole cost and expense, maintain Solar Company's Solar Facilities in good condition and repair, including maintaining the Solar Facilities in a clean and orderly condition, such as taking commercially reasonable measures to ensure there is no material accumulation of bird excrement, dust or dirt on the solar panels or associated equipment. Such maintenance and repair activities, unless in an emergency situation, shall occur during Landlord's standard operator hours, provided, however, that to the extent of any maintenance, other than in emergency situations, requires shut down of the Solar

Facilities, Solar Company shall use its commercially reasonable efforts to conduct such maintenance during off-peak or part-peak hours. Landlord shall be provided no less than twenty-four (24) hours-notice before any such activity is to occur. Any person conducting such maintenance and repair activities shall wear safety apparel in accordance with applicable law, and shall wear personal flotation devices while working on the solar panel floats. Any maintenance personnel shall sign in, sign out, and shall provide a cell phone number with Landlord's lead shift operator on site.

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

e. All Solar Facilities constructed, installed or placed on the Premises by Solar Company pursuant to this Lease may, upon reasonable advance notice to Landlord, be moved, removed, replaced, repaired or refurbished by Solar Company at any time, provided that such actions by Solar Company may not interfere with Landlord Operations, or if such action may interfere with Landlord Operations require Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Solar Company will pay Landlord the fair market value of caliche, gravel, or water from the Premises purchased by Solar Company with the consent of Landlord.

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

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

a. Solar Company Will Remove Solar Facilities Upon Termination.

(i) At the end of the Term, including upon any early termination of the Lease, and subject to Landlord's purchase option set forth in Section 13.a of the PPA, Solar Company will remove all its Solar Facilities, within twelve (12) months after the date the Term expires or the Lease terminates. Landlord grants Solar Company an easement for such removal, which easement will survive for twelve (12) months after the expiration or termination of this Lease. Such easement and removal period shall be extended up to sixty (60) days in the event Landlord exercises its purchase option under Section 13.a of the PPA. Upon removal of the Solar Facilities, Solar Company shall restore the Premises and other areas affected by the Solar Facilities to conditions substantially as existing on the Effective Date.

(ii) In the event termination of this Lease would otherwise be effected by termination of the PPA, nothing herein shall foreclose the Parties from agreeing to continue

this Lease under mutually acceptable terms, which agreement to continue the Lease would be in the sole discretion of each Party, respectively.

b. [Reserved]

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

d. [Reserved]

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

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

a. Each of Solar Company and Landlord shall procure and maintain for the duration of the Lease all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Lease.

b. Coverage shall be at least as broad as:

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

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

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

c. Each Party shall maintain limits no less than:

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

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

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

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

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

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

g. The Workers' Compensation endorsement under Solar Company's policy shall contain a Waiver of Subrogation against Landlord and under Landlord's policy shall contain a Waiver of Subrogation against Solar Company. Each Party shall provide to the other Party an endorsement from the Worker's Compensation insurer, if any, agreeing to waive all

rights of subrogation against the other Party for injuries to employees of the Insured resulting from activities under this Lease.

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

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

ARTICLE V

LANDLORD COVENANTS

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

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

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

recording purposes or requested by Solar Company or any of its lenders in accordance with the terms herein.

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

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

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

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

5.7 **Security.** Landlord shall be responsible for using commercially reasonable efforts to maintain the physical security of the Solar Facilities against known risks and risks that should have been known by Landlord in accordance with the security policies that it utilizes for its own water and wastewater facilities. Landlord will not conduct activities on, in or about the Premises or the Solar Facilities that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Transmission Facilities. Such efforts as are implemented as of the Effective Date with regard to security of Landlord's water and wastewater facilities shall be deemed commercially reasonable efforts for purposes of this Section.

ARTICLE VI

INDEMNIFICATION

6.1 **Indemnification**. [Solar Company][Each Party] (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the the other Party and its respective officers, officials, directors, employees, representatives, volunteers, and agents and, (collectively the "**Indemnified Party**") against any and all losses, damages, claims, administrative, regulatory or civil penalties or fines, expenses and liabilities, including, without limitation, reasonable

attorneys' fees and costs (each a "**Loss**" and collectively "**Losses**"), to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party contemplated under or associated with this Lease, or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party with respect to this Lease or the Premises. This indemnification will not apply to Losses to the extent caused by any grossly negligent or intentional act or omission on the part of the Indemnified Party. This indemnification will survive the termination of this Lease. For the purposes of this **Section 6.1**, Solar Company's obligations hereunder shall include (1) operations or activities of any contractor or subcontractor of Solar Company or its affiliates, parents, subsidiaries, agents or representatives with respect to those operations or activities contemplated under or associated with this Lease, and (2) any negligent or intentional act or omission on the part of any contractor or subcontractor of Solar Company or its affiliates, parents, subsidiaries, agents or representatives with respect to this Lease or the Premises. The Indemnified Party with respect to Landlord shall include the Mission Springs Water District, and its officers, officials, directors, employees, representatives, volunteers, and agents.

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

ARTICLE VII

ASSIGNMENT; FINANCING

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

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

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

7.2 **Lender Right to Cure Solar Company Default**. Landlord agrees that any Lender will have the right to make any payment and to, and subject to the conditions of herein, do any other act or thing required to be performed by Solar Company under this Lease, and any such payment, act or thing performed by Lender will be effective to prevent a Breach (as defined in **Section 9.1** below) by Solar Company and any forfeiture of any of Solar Company's rights under this Lease as if done by Solar Company itself.

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

7.4 **Modifications in Connection with Financing**. In furtherance of Solar Company's financing arrangements, Landlord shall, within 10 business days after Solar Company's request therefor, execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Lease that may be reasonably requested by Solar Company or its Lender; provided that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Lease and the PPA.

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

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

assignee agrees to assume Solar Company's obligations under this Lease and the PPA, and such assignee has the financial and substantive ability to fulfill all Solar Company obligations under this Lease.

ARTICLE VIII

CONDEMNATION

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

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

ARTICLE IX

DEFAULT/TERMINATION

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

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

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

9.2 **Surrender**. Upon the termination or expiration of this Lease, the terms of **Section 4.4** herein shall apply. For the period between the date of termination or expiration of this Lease and the date on which Solar Company completes removal of the Solar Facilities as required under **Section 4.4** of this Lease (or the date upon which Landlord purchases the Solar Facilities under Section 13.a of the PPA), Solar Company will continue to pay the annual rent set forth in **Section 3.1** for the Solar Facilities installed on the Premises.

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

9.4 **Delinquent Payments**. If Solar Company fails to pay Landlord any sum to be paid by Solar Company hereunder within thirty (30) days after such payment is due, interest on the unpaid amount will accrue interest at the annual rate of the of [ten percent per annum] or the maximum rate allowed by law, whichever is less, from thirty (30) days after the date such payment was due until the date such payment is made.

9.5 **Disputes.** The Parties shall attempt to first resolve informally any dispute arising from or relating to this Lease. If after a good faith attempt at such informal dispute resolution either Party believes that such attempts will not be successful, such Party may initiate binding arbitration in Riverside County in the State of California. The arbitration shall be administered by JAMS[1] or other agreed upon recognized arbitration service in accordance with its Comprehensive Arbitration Rules and Procedures using a panel of three arbitrators, and judgment on any award may be entered in any court of competent jurisdiction. Each Party shall select one arbitrator. The arbitrators selected by the Parties will select a third arbitrator who will be the chair. If the Parties agree, a mediator may be engaged prior to arbitration. The prevailing Party in any dispute arising out of this Lease shall be entitled to reasonable attorneys' fees and costs, provided that the cost of mediation shall be borne equally by the Parties notwithstanding the outcome of any arbitration or judicial proceeding. Landlord hereby grants a limited waiver of sovereign immunity from suit to compel or enforce Landlord's compliance with the terms of this Lease.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

ARTICLE XI

MISCELLANEOUS

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

To Landlord: Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Attention: General Manager
Email:

To Solar Company: Trident Mission Springs LLC
c/o Bridge Solar Energy Development I LLC
Attn: Adam Haughton
1277 Lenox Park Blvd, Suite 200
Atlanta, GA 30319
Email: adam.haughton@bridgeig.com

With a copy which shall not constitute notice to:

Bridge Solar Energy Development I LLC
Attn: Steven B. Greenhut, Esq.

1277 Lenox Park Blvd, Suite 200
Atlanta, GA 30319
Email: steven.greenhut@bridgeig.com

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

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

11.3 **Governing Law**. This Lease is made in and will be governed by the laws of the State of California, exclusive of its choice of law rules The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party will not be employed in the interpretation of this Lease. In interpreting this Lease, time is of the essence.

11.4 **Cooperation.** Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties. If, at any time during the Term, Solar Company deems it to be necessary or desirable to meet legal or regulatory requirements, Solar Company may request that Landlord re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and landlord will execute and enter into the new lease with Solar Company or its designee to the extent Landlord may do so under applicable law. In the event of inaccuracies or insufficiencies in the legal description of the Premises, this Lease will be amended to correct the inaccuracies or insufficiencies.

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

11.6 **Force Majeure**.

a. Neither Landlord nor Solar Company will be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure. For the purposes of this Lease, "**Force Majeure**" means any circumstance not within the control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented or avoided by the affected Party; and (b) such circumstance is not due to the affected Party's negligence or intentional misconduct. Subject to the foregoing conditions, and except as otherwise provided herein, Force Majeure events may include events or occurrences in the nature of (i) strikes or other labor disputes other than strikes or labor disputes solely by employees of the Party claiming the Force Majeure event (or its affiliates or contractors) or as a result of such Party's failure to comply with a collective bargaining agreement, (ii) riot or civil unrest, epidemics, pandemics, earthquakes, severe weather, fire or other physical or natural disaster, (iii) work stoppages, slowdowns, labor or manpower shortages, equipment or material shortages, or (iv) actions or failures to act of any Governmental Authority.

b. Except as otherwise expressly provided to the contrary in this Lease, if a Party is rendered wholly or partly unable to timely perform its obligations under this Lease because of a Force Majeure event, such Party intending to avail itself of the rights under this paragraph shall notify the other Party of the occurrence of a Force Majeure event and shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event and such supporting documentation as is reasonably requested by the non-affected Party; (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible; and (iv) the Party affected by such Force Majeure event keeps the other Party reasonably updated regarding mitigation efforts and timing, providing an update at least every 48 hours. The Party that is not affected by a Force Majeure event may challenge whether an event meets the definition of Force Majeure in this Agreement. If the Parties are unable to agree on whether an event meets the definition of Force Majeure set forth herein, such dispute shall be referred to an independent third party mediator with experience in commercial transactions in the solar industry for resolution. The costs of the mediator will be shared equally by the Parties. If the Parties are unable to resolve such dispute through mediation, either Party may initiate the arbitration proceedings contemplated by **Section 9.5**. The Procurement and Construction Period shall be extended day for day for each day performance is suspended due to a Force Majeure event that occurs during the Procurement and Construction Period.

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

d. If a Force Majeure event continues for a period of 12 months or more and prevents a material part of the performance by a Party hereunder, either Party shall have the right

to terminate this Lease without fault or liability to the other Party (except with respect to amounts accrued by unpaid prior to termination). In such event Solar Company will remove the Solar Facilities in accordance with **Section 4.4**.

11.7 **Confidentiality**.

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

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

11.8 **Goodwill and Publicity**. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Lease and the PPA, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Lease or PPA, provided that nothing herein shall affect or otherwise limit Landlord's or Solar Company's disclosure obligations under applicable law.

Neither Party shall make any press release or public announcement of the specific terms of this Lease or the PPA (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Lease and PPA, including the ownership of Environmental Attributes (as defined in the PPA) and Tax Incentives (as defined in the PPA) and any related reporting rights.

11.9 **Tax Credits**. Solar Company shall own and be entitled to the benefit of all Tax Incentives (as defined in the PPA) applicable to the ownership and operation of the Solar Facility. If under Legal Requirements the holder of a leasehold interest in the nature of that held by Solar Company under this Lease becomes ineligible for any Tax Incentives, then, at Solar Company's option, Landlord and Solar Company will amend this Lease or replace it with a different instrument, to the extent possible under applicable law, so as to convert Solar Company's interest in the Premises to a substantially similar interest that makes Solar Company eligible for such Tax Incentives and to the extent such amended or replacement lease reflect the intent of the Parties in entering into this Lease, and which contains the same material terms as this Lease.

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

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

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

11.13 **Interpretation**. For purposes of this Lease: (i) a reference to any Person includes any successor, heirs, or permitted assigns of such Person; (ii) the plural of any word incudes the singular and vice versa; (iii) words denoting any gender include all genders; (iv) "days" shall mean calendar days, unless the term "Business Days" is used; (v) all references to "dollars" means U.S. Dollars; (vi) "hereof", "herein", "hereby", "hereto" and "hereunder" refer to this Lease as a whole and not to any particular Article or Section; (vii) "include", includes" and "including" mean including without limitation; (viii) headings used in this Lease are for ease of reference only and do not affect in the construction or interpretation of this Lease; (ix) relative to the determination of any period of time, "from" means including and after, "to" means "to by excluding" and "through" means "through and including"; (x) whenever any period of the time

expires or payment to be made hereunder shall be stated to be due on a day that is not a Business Day, the expiration thereof or the due date thereof shall be extended to the next succeeding Business Day; and (xi) any specification of a right or remedy in favor of a Party in this Lease shall be deemed to be cumulative with and in addition to all other rights and remedies provided to such Party by the other provisions of this Lease, at law or in equity. Unless the context otherwise requires, references in this Lease: (i) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Lease and any sub-exhibits, sub-parts, components or attachments including therewith; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

[Signature Page Follows]

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

LANDLORD

MISSION SPRINGS WATER DISTRICT

By: _____

Its: _____

SOLAR COMPANY

TRIDENT MISSION SPRINGS LLC, a Delaware limited liability company

By: _____

Its: _____

2843897.1

Exhibit A

Solar Power Purchase Agreement

[TO BE ATTACHED WHEN FINAL]

Exhibit B

Description of the Premises

[TO COME]

Exhibit C

Copy of Solar Easement

MEMORANDUM OF LEASE MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

WORKING NOTE (TO BE DELETED) THIS FORM COMES FROM A KENWOOD ENERGY PROJECT WITH A TOWNSHIP IN CALIFIORNIA. MSWD LEGAL WILL NEED TO REVIEW AND APPROVE.

This EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this _____ day of August, 2024 (the "**Effective Date**"), by and between The Mission Springs Water District, a California public entity, with its principal address at 66575 Second Street, Desert Hot Springs, CA 92240 ("**Grantor**"), and Trident Mission Springs LLC, a Delaware limited liability company, with its principal address at _____ ("**Grantee**").

Recitals

A. Grantor is the owner of the real property encompassing a portion of the Mission Springs Water District properties, more specifically described in **Attachment A**, attached hereto (the "**Premises**").

B. Grantor and Grantee entered into a certain Land Lease and Solar Easement Agreement (the **"Lease"**), attached at **Attachment B**, by which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system on the Premises (the **"Solar Facilities**", as defined in the Lease) for the purpose of providing electric energy to Grantor as set forth in that certain Solar Power Purchase Agreement (the **"PPA"**), attached at **Attachment C**, at the **"Delivery Point"** as defined in the PPA.

C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the Solar Facilities on and from the Premises.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1) **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, the following non-exclusive easements for the period of time set forth herein, across, over, under and above the Premises in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the Solar Facilities, including any related

interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require:

a) Access Easement: Grantor hereby grants to Grantee, for the **"Term"** (defined below), a non-exclusive easement (the "**Access Easement**") over, across and on the Premises for ingress to and egress from the Solar Facilities by means of any existing roads and lanes, or, if no such roads exist or if it is otherwise commercially impracticable for Grantee to use existing roads, then by such route or routes as Grantee may construct from time to time as agreed to by Landlord in accordance with Section 1.1(k) of the Lease.

b) Transmission Easement: Grantor hereby grants Grantee for the Term a non- exclusive easement ("**Transmission Easement**"), on, over and across the Premises, including ingress to and egress from the Solar Facilities, on such portions of the Premises as agreed to by Landlord in accordance with Section 1.1(k) of the Lease. The Transmission Easement will contain all of the rights, privileges, and obligations with respect to the Transmission Facilities as are set forth in the Lease.

c) Solar Easement:

i) *Open Access to Sun*. Grantor hereby grants and conveys to Grantee an exclusive easement (**"Solar Easement"**) on, over and across the Premises for the open and unobstructed access to the sun to to develop, capture, use and convert all solar energy resources using the Solar Facilities and to ensure adequate exposure of the Solar Facilities to the sun. Such easement includes a prohibition of any obstruction to the open and unobstructed access of the Solar Facilities to the sun other than the atmosphere.

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

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

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

(3) If Grantor constructs an Improvement that is not be in material compliance with any of the restrictions of this Solar Easement, Grantee may provide notice to

Grantor that said Improvement must be removed within thirty (30) days of Grantor's receipt of Grantee's notice..

iii) *No Interference*. Grantor will not materially interfere with the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Premises.

2) **Term.** The term of this Agreement shall be for the term of the Lease, as such term may be extended or reduced in accordance with the Lease; provided, however, that the term of the Access Easement shall be for the term of the Lease plus 12 months after expiration or termination of the Lease for the purpose of Grantee removing the Solar Facilities in accordance with the Lease. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.

3) **Reservation of Rights**. Subject to the limitations set forth in the Lease, Grantor reserves the right to use or authorize others to use the Premises in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein.

4) **Title.** Grantor represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), the Subsequent Mortgage shall subordinate to the grant of the easement pursuant to this Agreement.

5) **Recordation; Possession.** This Agreement may be recorded against the Property by Grantee at Grantee's sole cost and expense.

6) **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, without regard to conflicts of law principles.

7) **Severability**. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

8) **Binding Effect; Successors and Assigns**. The Access Easement, Transmission Easement, and Solar Easement, will each run with and bind the Premises, and will inure to the benefit of and be binding upon Grantor and Grantee, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. Grantee's rights to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising under these Easements shall be incident to and limited to the same extent as set forth in the Lease. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.

9) **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

10) **Entire Agreement.** This Agreement, together with the Lease and PPA, contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein except that the Lease and PPA shall remain in full force in effect in accordance with their respective terms. This Agreement is subject to the terms of the Lease and PPA, as applicable, and in the event of any conflict between this Agreement and the terms of the Lease and/or PPA, respectively, the terms of the Lease and/or PPA, as applicable, shall apply.

11) **Amendments; Acknowledgments**. Grantor shall reasonably consider amendments to this Agreement from time to time that may be reasonably requested by Grantee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder. Grantee shall reimburse Grantor for its reasonable and actual out-of- pocket costs in reviewing such proposed amendments, including without limitation attorney's and consultants' cost and fees.

12) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

13) **Automatic Termination**. Upon the earlier of the expiration of the Term of the Lease (including any renewal terms) or any earlier termination of the Term of the Lease, this Easement shall automatically terminate and be of no further force or effect. Landlord shall have the right to record a confirmation of termination date without the need for the joinder of Solar Company to confirm the date of termination of this Easement.

IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this _____ day of September, 2024.

GRANTOR: THE MISSION SPRINGS WATER DISTRICT

By:_____

Print Name:_____

Title: _____

GRANTEE: TRIDENT MISSION SPRINGS LLC

By: _____

Print Name: _____

Title: _____

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

Exhibit D

Encumbrances

[TO BE PROVIDED BY MSWD]

Exhibit E

Memorandum of Lease

Prepared by
and after recording return to

[*]

STATE OF CALIFORNIA

COUNTY OF _____

MEMORANDUM OF SOLAR LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made as of September ___, 2024, by and between The Mission Springs Water District, a California public entity, with its principal address at 66575 Second Street, Desert Hot Springs, CA 92240 ("**Landlord**"), and Trident Mission Springs LLC, a Delaware limited liability company, with its principal address at _____ ("**Solar Company**").

W I T N E S S E T H:

WHEREAS, Landlord and Solar Company entered into that certain Land Lease and Solar Easement dated September ___, 2024 (the "**Lease**") for the lease of certain premises consisting of approximately _____ rentable square feet (the "**Premises**"), on the property located at [ADDRESS] (the "**Property**");

WHEREAS, the parties desire to record this Memorandum to reflect the terms of the Lease.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

Term. The initial term of the Lease (the "**Term**") is 26.5 years, beginning on the Commencement Date.

Commencement Date. The "**Commencement Date**" is September ____, 2024.

Premises. The Premises consists of approximately _____ square feet of the Property and easements relating to access, transmission facilities and insolation.

Rights to Purchase. Solar Company has no rights of first refusal, rights of first offer, options or any other rights under the Lease to purchase the Property or any portion thereof.

Automatic Termination. Upon the earlier of the expiration of the Term of the Lease (including any renewal terms) or any earlier termination of the Term of the Lease, this Memorandum shall automatically terminate and be of no further force or effect. Landlord shall have the right to record a confirmation of termination date without the need for the joinder of Solar Company to confirm the date of termination of the Lease.

Counterparts. Landlord and Solar Company agree that this Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LANDLORD

MISSION SPRINGS WATER DISTRICT

By: _____

Its: _____

SOLAR COMPANY

Trident Mission Springs LLC, a Delaware limited liability company

By: _____

Its: _____

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETING(S)**

MEETING DATE(S): **SEPTEMBER 12 & 16, 2024**

FROM: **MARION CHAMPION – ASSISTANT GENERAL MANAGER**

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

ORDINANCE 2024-02 AND RESOLUTION 2024-24
UPDATING AND AMENDING ADMINISTRATIVE CODE TITLES 1-3

STAFF RECOMMENDATION

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

SUMMARY

In July 2024, MSWD adopted an Administrative Code providing an easier and more transparent method of accessing MSWD's policies and procedures. Since that time, staff and legal counsel have reviewed the first three titles and are recommending updates to ensure policies and procedures are up to date with the latest regulations and technology, as well as consistent with the industry's best practices.

ANALYSIS

The proposed updates strengthen the District's Administrative Code and align with MSWD's current policies and procedures.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

There is no cost associated with updating the Administrative Code. This action is consistent with Strategic Plan Smart Goal 6.1 - Embracing technological solutions that align the District with industry best practices and modern standards.

FINANCIAL DATA		
Cost Associated with this action:		$0
Current FY cost:		$0
Future FY cost:		$0
Is it covered in the current year budget:	YES ☐	NO ☒
Budget adjustment needed:	YES ☐	NO ☒
If yes, the year needed:		N/A
All previous contracts, including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		N/A
BID/Job#		N/A
Current BID/Job balance		$0
Balance remaining if approved:		$0

ATTACHMENTS

Resolution 2024-24
Ordinance 2024-02
Exhibit A - Red Line Versions of Titles 1, 2 & 3

RESOLUTION NO. 2024-24

A RESOLUTION TO THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT AMENDING CERTAIN PROVISIONS OF TITLES 1, 2 AND 3 OF THE ADMINISTRATIVE CODE

WHEREAS, pursuant to its authority granted by County Water District Law (California Water Code §§ 30000, et seq.), the Board of Directors adopted its Administrative Code on July 15, 2024; and

WHEREAS, the Board of Directors wishes to amend certain portions of that Code.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of Mission Springs Water District as follows:

SECTION 1. On July 15, 2024, the Board of Directors adopted Resolution No. 2024-20, rescinding Resolution 2022-19 and amending the Mission Springs Water District Conflict of Interest Code, Codified at Administrative Code Section 1.02. Pursuant thereto, Administrative Code section 1.02 is amended to read as follows:

Section 1.02.010 – Adoption of Code by Reference
The Political Reform Act ("Act") (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission ("Commission") has adopted a regulation (California Code of Regulations Section 18730 "Conflicts Code Regulation") which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Commission to conform to amendments in the Act.

The terms of the Conflicts Code Regulation and any amendments to it duly adopted by the Commission are hereby incorporated by reference. This regulation and the attached Appendices "A" and "B" designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code ("Code") for the Mission Springs Water District ("District")

Section 1.02.020 – Place of Filing
Designated employees shall file a statement of economic interests with the Secretary to the Board of Directors of the District ("Board"). Upon receipt of the statements of the Board, the Secretary to the Board shall make and retain a copy of the statements and forward the original statements to the County of Riverside. Statements for all other designated employees shall be delivered to the Secretary to the Board and retained by the District.

Section 1.02.030 – Violations

This Code has the force and effect of law. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, as it may be amended from time to time.

Section 1.02.040 – Designated Filers and Disclosure Categories

A. Director of Operations	All (1-3)
B. Assistant General Manager	All (1-3)
C. Engineering Manager	All (1-3)
D. Human Resources Manager	All (1-3)
E. Legal Counsel	All (1-3)
F. Consultants	See below

Section 1.02.050 – Officials Who Manage Public Investments

A. It has been determined that the positions listed below manage public investments and shall file a Statement of Economic Interests pursuant to Government Code Section 87200:
   1. Board of Directors
   2. General Manager
   3. Director of Finance

B. Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitations:
   1. The General Manager may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determinations shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.
   2. The designated position of Consultants includes special legal counsel retained by the District as a position subject to the foregoing specialized disclosure category.

Section 1.02.060 – Disclosure Categories

A. This Code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200. Such persons are covered by this Code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in Sections 1.02.040 and 1.02.050 specify which kinds of financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Sections 1.02.040 and 1.02.050. It has been determined that the

financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

B. The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category to which he or she is assigned.
   1. Category 1: Interest in real property.
   2. Category 2: All investments and business positions in any business entity and income from any sources which are (1) a private water company; or (2) an entity or person engaged in farming or real estate development or an owner of real property.
   3. Category 3: Investment and business positions in business entities, and sources of income, which provide services, supplies, materials, machinery, or equipment of the type utilized by the District.

SECTION 2. Resolution No. 86-3, codified at Administrative Code section 2.01.030 is hereby amended to read as follows:

Section 2.01.030 – Smoking/Vaping Prohibited

Smoking or vaping of any kind (including but not limited to tobacco and/or cannabis products) on District property, and within twenty (20) feet of any District building/structure is prohibited, including within the Boardroom or in any District building.

SECTION 3. Resolution No. 88-20, codified at Administrative Code § 2.01.040 is hereby amended to read as follows:

Section 2.01.040 – Appeal of Certain Administrative Decisions

It is hereby found and determined that the application of Section 1094.6 of the Code of Civil Procedure to administrative decisions of this District will provide an orderly and reasonable procedure for the review of certain decisions of the District.

The provisions of Section 1094.6 of the Code of Civil Procedure shall apply to decisions of the District which are subject to review pursuant to Section 1094.5, and the provisions of Section 1094.6 of the Code of Civil Procedure shall prevail over any conflicting provision in any other applicable law relating to the subject matter, unless the conflicting provision is a state or federal law which provides a shorter statute of limitations, in which case the shorter statute of limitations shall apply.

SECTION 4. Resolution No. 37-1971, codified at Administrative Code section 2.03.020, is hereby amended to read as follows:

Section 2.03.020 – Manner of Calling Special Meetings

A special meeting may be called at any time by the presiding officer of the Board of Directors, or by a majority of the members of the Board of Directors, by providing notice in accordance with the provisions of the Ralph M. Brown Act (the "Brown Act") for such special meetings, as may be amended from time to time. Such notice must be delivered at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the

business to be transacted. No other business shall be considered at such meeting by the Board of Directors.

Written notice may be dispensed with as to any director who at or prior to the time the meeting convenes, files with the Secretary of the Board of Directors a written Waiver of Notice in accordance with the Brown Act. Such written notice may also be dispensed with as to any director who is actually present at the meeting at the time it convenes.

SECTION 5. Resolution No. 2024-09, the Board of Directors Handbook "Executive Summary," codified at Administrative Code section 2.04.020 is hereby amended to read as follows:

Section 2.04.020 – Executive Summary

The District's core values of Accountability, Leadership, Professionalism and Service are the foundation for this Handbook. These core values, along with specific criteria related to the performance of public officials, were used in identifying the appropriate Best Practices for members of the Board and the General Manager. An annual review of the approved and adopted best practices outlined in the Board Handbook would serve as a continual reminder of the Board's role in policy governance and principles of behavior as a "Best of Class" water agency. The document will also serve as a valuable tool in the orientation and education of new Board members and staff in the future.

A. Board Best Practices
    1. Ethical standards and accountable leadership
    2. Public confidence and integrity
    3. Compliance with the letter and spirit of existing laws and policies
    4. Dedication to superior service
    5. Personalized standards of conduct

SECTION 6. The Mission Springs Personnel Rules and Regulations, Rule 8 "No Smoking Policy," codified as Administrative Code section 3.01.080 is hereby amended to read as follows:

Section 3.01.050 – Use of Electronic Media: District Right of Access and No Expectation of Privacy (Rule 5)

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the District reserves the right to advise appropriate legal authorities of any violation of the law by an employee.

A. Technology Resources Definition – Technology Resources consist of all electronic media and storage devices, software, and means of electronic communication

including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; tablets; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

B. Authorization – Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources are authorized to access and use the necessary technology. Additionally, employees must successfully complete District-approved training before they are authorized to access and use the District's Technology Resources.

The District's Technology Resources are to be used by employees during working time only for the purpose of conducting District business. Employees may, however, use the District's Technology Resources for the following incidental non-work-related uses during nonworking time as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, and does not violate any District policy:

1. To use the telephone system for brief and necessary calls;
2. To send and receive necessary and occasional communications;
3. To prepare and store incidental data (such as personal calendars, personal address lists, and similar incidental data) in a reasonable manner; and
4. To access the Internet and personal social media sites for brief personal searches and inquiries during meals, breaks, or other nonworking time, provided that employees adhere to all other usage policies.

The District assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the District's Technology Resources. The District accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any District property. The District strongly discourages employees from storing any personal data on any of the District's Technology Resources.

C. District Access to Technology Resources – All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its

computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee, other than the General Manager, has authority to waive, vary or amend the District's right to access its Technology Resources.

D. No Reasonable Expectation of Privacy – Although the District does not wish to examine personal information of its employees, on occasion, the District may need to access its Technology Resources including computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to confirm compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

E. Passwords – Certain of the District's Technology Resources can be accessed only by entering a password or using login credentials. Passwords and login credentials are intended to prevent unauthorized access to information. Passwords and login credentials do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain passwords or be provided with login credentials for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords and login credentials as confidential. Employees must not share passwords, or forward login credentials unless authorized by the Innovation and Technology Manager and must not access coworkers' systems without express authorization.

F. Data Collection – The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.
    1. Telephone Use and Voicemail: Records are kept of all calls made to and from a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.
    2. Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.

3. Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.
4. Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
5. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

G. Deleted Information – Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with District policy regarding retention or destruction of information.

H. The Internet and On-Line Services – The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could reasonably adversely affect any individual, group, or entity.

   Additionally, employees may not use the District's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (i.e., "blogs"), social networking Web sites, newsgroups, discussion groups, or non-District email groups, except in accordance with the District's Blogging Policy. These actions will likely generate junk electronic mail and may expose the District to liability or unwanted attention because of comments or other contributions that employees may make. The District strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with the District, and to use such accounts at home on their own personal computer, except as allowed by law.

I. Online Monitoring – The District monitors both the amount of time spent using online services and the sites visited by individual employees. The District reserves

the right to limit such access by any means available to it, including revoking access altogether. The District, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by the District or its technology provider.

J. Confidential Information – The District is very sensitive to the issue of protecting confidential information of both the District, business partners, vendors, or customers ("Confidential Information"). Confidential Information includes all confidential and personal information covered by the District's guideline in Rule 3, Section B above regarding “Confidential Information.” Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District's Technology Resources.

   Confidential Information should not be accessed through the District's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

   Employees should adhere to District's security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

K. Software Use
   1. License Restrictions – All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by any means of transmission, unless authorized in writing in advance by the General Manager or designee (e.g., the Innovation and Technology Manager) and thoroughly scanned for viruses or other malware prior to installation.
   2. Software for Home Use – Before transferring or copying any software from a District Technology Resource to another computer or other device, employees must obtain written authorization from the General Manager or

designee. It is the employee's responsibility to adhere to applicable licensing requirements, including not making or distributing unauthorized copies of software to others. Upon departure from the District, it is the employee's responsibility to remove all District software from non-District computers and other devices on which District software has been installed. If an employee sells or otherwise transfers out of his or her own possession or controls his or her own personally owned computer, he or she must delete all District software prior to such sale or other transfer. Please ask the General Manager or designee (e.g., the Innovation and Technology Manager) for assistance if needed.

3. Security – The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering with or disabling any of the District's security devices will be subject to discipline up to and including termination.

   Moreover, the District reserves the right to advise appropriate legal authorities of any violation of law by an employee that results in the misappropriation, theft, or unlawful use of District's property or proprietary information.

   To maintain the effectiveness of the District's security measures, employees should use only secure networks established by the District to access or use Confidential Information. Such information may not be downloaded, stored, or copied onto any non-District equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval from the General Manager or designee (e.g., the innovation and Technology Manager). If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all Confidential Information they received, including any and all copies thereof. Similarly, employees may not send Confidential Information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the General Manager or designee (e.g., the Innovation and Technology Manager).

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to District management.

4. Remote Access to Technology Resources – The District may, at its sole discretion, provide certain employees with remote access systems such as a laptop, smartphone, tablet, or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all District-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes District-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must notify the General Manager or designee (e.g., the Innovation and Technology Manager). If District-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. The District-provided remote access system should only be used for District-related business. The District may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any District-issued remote access systems in accordance with District's "District Property" policy.

   The District does not expect or require employees to work on tasks (including e-mail, work product, etc.) during meal periods or after scheduled working times. Any and all use of remote access systems shall be made in compliance with District's "Hours of Work, Overtime, And Pay Day policy."

   Use of public or home networks, such as unencrypted Wi-Fi networks, can be a threat to the security and reliability of the District's Technology Resources. Accordingly, employees must only access District Technology Resources via means that are specifically approved by the General Manager or designee (IT Manager).

5. Use of AI – The General Manager or his designee may establish and implement staff guidance related to the use of Artificial Intelligence (AI), including but not limited to ChatGPT, to ensure the responsible use of AI technologies within the District. Employees are expected to understand and adhere to any such policies. Any staff actions or behaviors that may compromise the integrity, security, or reputation of the District or its assets are strictly prohibited. This includes but is not limited to, the misuse of AI technologies, unauthorized access to AI systems, and any activities that could potentially harm District operations or stakeholders. Employees are

expressly prohibited from inputting confidential or sensitive information into an AI platform, or from utilizing AI in any way that might compromise District information, property, and/or reputation.

L. Electronic Mail Guidelines – Employees are expected to use sound judgment with respect to the use of the District's electronic mail ("e-mail"). All employees should adhere to the following with respect to use of e-mail:
    1. Always ask before sending an e-mail if it is the appropriate medium of communication. When communicating about a sensitive subject, consider whether e-mail is the appropriate medium or whether using the phone rather than e-mail might be more appropriate (but keep in mind that voicemail is similar to e-mail; voicemail may be stored on a computer server and may be forwarded to third parties).
    2. Use the "front page" test. Assuming that e-mail is the appropriate medium of communication, each e-mail should be treated as a formal written document. Do not write anything in an e-mail that could not be printed on the front page of the newspaper. Off-the-cuff, sarcastic, or angry comments can come back to haunt the author.
    3. E-mail is part of the workplace environment. E-mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in communicating via e-mail as they would when communicating in person or in letters. Offensive e-mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate e-mail.
    4. Provide context. As with other forms of communication, there is a risk that an e-mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply e-mail relates.
    5. Know your audience. When sending an e-mail, always double-check to whom the e-mail is addressed, especially when using the "reply to all" button. Ask whether it is appropriate for each addressee to receive the e-mail and whether sending the e-mail to a particular addressee will result in the unauthorized disclosure of Confidential Information. If in doubt, remove the doubted addressee.
    6. Avoid using a home or personal computer for business purposes. If there is any concern that a legal dispute or litigation involving the District and a third party may require producing one's hard drive from a home or personal computer, the employee should not use the device for business-related purposes. E-mail relating to District business, even though stored on a home or personal computer, is recoverable and discoverable in litigation.

M. Audits – The District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the District's Technology Resources may be conducted without warning at any time.

N. Improper Use

1. Prohibition Against Harassing, Discriminatory and Defamatory Use – The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the District's "Policy Against Harassment," the District does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, slurs, jokes, or cartoons).
2. Prohibition Against Violating Copyright Laws – Employees shall not use the District's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.
3. Other Prohibited Uses – Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, for pecuniary gain, or in any way that discloses trade secrets or other confidential or proprietary information of the District, business partners, vendors, or customers.

Section 3.01.080 – No Smoking Policy (Rule 8)

Smoking or vaping of any kind (including but not limited to tobacco and/or cannabis products) is prohibited in District vehicles, and within twenty (20) feet of any District building/structure. Employees shall be especially attentive to the sensitivities of the public and fellow employees who may object to smoking/vaping. Management reserves the right to limit employees from leaving their work area to smoke/vaping except at break and lunch time. However, employees should use reason and discretion in the frequency of leaving the work area to smoke/vape.

It is also a violation of California law for any person to smoke in a vehicle where minors are present. As such, any employee who smokes in a District vehicle while a minor is present may also be subject to criminal liability.

ADOPTED this _____ day of September 2024, by the following vote:

Ayes:
Noes:
Abstain:

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

ATTEST:

_____
Brian Macy
Secretary of Mission Springs Water District
and its Board of Directors

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT AMENDING CERTAIN PROVISIONS OF TITLE 2 OF THE ADMINISTRATIVE CODE RELATED TO ELECTIONS BY DIVISIONS

WHEREAS, on June 24, 2020, the Board of Directors adopted Ordinance No. 2020-02, codified at Administrative Code Section 2.02.010, providing for the election of members of the Board of Directors by divisions; and

WHEREAS, the Board of Directors wishes to amend certain portions of that Code.

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

SECTION 1. Ordinance No. 2020-02, Section 4, codified at Administrative Code section 2.02.010C, is hereby amended to read as follows:

A. By-Division Election – Pursuant to California Water Code Section 30730, the directors of the District shall be elected by divisions.

B. Establishment of Divisions – The District hereby establishes five Director divisions in the Mission Springs Water District. The boundaries and identifying number of each division shall be described on the Mission Springs Water District Division Map, a copy of which shall be on file in the District office.

C. Election Process-

1. Members of the Board of Directors shall be elected in the electoral divisions established by this Ordinance and subsequently reapportioned as provided for in State law and as set forth in Section E of this Ordinance. Elections shall take place “by division,” meaning that one Director shall be elected from each division, by the voters of the division alone.

2. No term of any member of the Board of Directors that commenced prior to the effective date of this Ordinance shall be affected by the adoption of this Ordinance.

3. A Director elected or appointed to represent a division shall reside in that division and shall be a registered voter in that division, and any candidate for the Board shall reside in, and be a registered voter in, the division in which he or she seeks election at the time nomination papers are issued.

4. In the event a vacancy occurs before the expiration of the term of a Director, a person who is appointed or elected by special election to fill such vacancy must reside in that division, and be registered to vote in that division.

5. The term of each Director elected to the Board of Directors shall remain four (4) years.

SECTION 2. Ordinance No. 2020-02, Section 5, codified at Administrative Code section 2.02.010D, is hereby amended to read as follows:

D. Implementation – The by-division election system shall be implemented, beginning at the next regular election of the Board of Directors, as follows:

1. Members of the Board of Directors shall be elected in Divisions 2, 3, and 4 beginning in 2020 during the next regular election of the Board of Directors, and every four years thereafter, and

2. At the following regular election of the Board of Directors in 2022, members of the Board of Directors shall be elected in Divisions 1 and 5, and every four years thereafter.

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

Ayes:
Noes:
Abstain:

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

ATTEST:

_____
Brian Macy
Secretary of Mission Springs Water District
and its Board of Directors

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Title 1 – GENERAL PROVISIONS

Chapter 1.01 – ADMINISTRATIVE CODE

Section 1.01.010 – Intent

It is the intent of the Board of Directors of the Mission Springs Water District to maintain an Administrative Code containing a comprehensive record of the District's current policies, rules, and legally enforceable regulations enacted by the Board of Directors. The regulations contained herein are based on the authority granted to the Board of Directors by the County Water District Law of the California Water Code in Section 30000 *et seq* and applicable provisions of State Law. The Administrative Code will serve as a resource for Directors, staff, and members of the public in determining the manner in which matters of the District business are conducted.

Section 1.01.020 – Adoption of Administrative Code

Mission Springs Water District adopted the "Mission Springs Water District Administrative Code" in its entirety on July 15, 2024. The version of this Administrative Code in effect at any given time is inclusive of any modifications made after the adoption date by one or more ordinances or resolutions passed by the Board of Directors.

Section 1.01.030 – Title, Citation, and Reference

This Code shall be known as the "Mission Springs Water District Administrative Code" and it shall be sufficient to refer to this code as the "Mission Springs Water District Code," "Administrative Code" or "the Code" in any prosecution for the violation of any provision thereof, or in any proceeding at law or equity. It shall be sufficient to designate any ordinance or resolution adding to, amending, correcting, or repealing all or any part or portion thereof as an addition to, amendment to, correction, or repeal of the "Mission Springs Water District Administrative Code." Further, reference may be had to the titles, chapters, sections, and subsections of the "Mission Springs Water District Administrative Code" and such reference shall apply to that numbered title, chapter, section, or subsection as it appears in the Code.

Section 1.01.040 – Reference Applies to All Amendments

Whenever a reference is made to this Code as the "Mission Springs Water District Administrative Code" or to any position thereof, or to any ordinance, resolution or policy of the Mission Springs Water District codified in the Code, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made. In addition, from time to time the Board of Directors of the Mission Springs Water District may adopt Ordinances that may not be chaptered into this Code directly. These Ordinances, once duly adopted by the Board of Directors, shall be incorporated into this Code as though fully set forth herein, and these Ordinances shall carry the full weight of this Code.

Section 1.01.050 – Title, Chapter, and Section Headings

Title, chapter, and section headings contained in this Code shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any title, chapter, or section hereof.

Section 1.01.060 – Reference to Specific Ordinance and Resolutions

The provisions of this Code shall not in any manner affect matters of record which refer to, or are otherwise connected with, ordinances, resolutions, or policies which are therein specifically designated by number or otherwise, and which are included within the Code, but such reference shall be construed to apply to the corresponding provisions contained within this Code.

Section 1.01.070 – Effect on Past Actions and Obligations

The adoption of this Code does not affect prosecutions for ordinance, resolution, or policy violations committed before the effective date of this Code, or any violations of ordinances and/or resolutions adopted by the Board but otherwise not affirmatively part of the Code, does not waive any fee or penalty due and unpaid on the effective date of this Code, and does not affect the validity of any bond or cash deposit posted, filed, or deposited pursuant to the requirements of any ordinance or resolution.

Section 1.01.080 – Modification of Administrative Code

Consideration by the Board of Directors to modify this Code shall be accomplished by adoption of an ordinance or resolution, as appropriate.

Section 1.01.090 – Definitions

A. General

1. All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the Board of Directors may be fully carried out. In the interpretation and application of any provisions of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of the Code imposes greater restrictions upon the subject matter than another more general provision imposed by the Code or other law, the provision imposing the greater restriction or regulation shall be deemed to be controlling. In all interpretations of this Code, and ordinances and resolutions, the courts shall look diligently for the intention of the Board of Directors. Grammatical errors shall not vitiate, and a transposition of words and clauses may be resorted to when the sentence or clause is without meaning as it stands. To the extent any job titles, positions, committees, or other terms have been replaced or superseded, the Code shall be interpreted to refer to the most current job title, position, committee, or term, as may be changed,

replaced, superseded or amended from time to time, provided such interpretation does not substantively amend the Code or intent thereof.

B. California Codes
    1. Any reference to the codified statutes of the state including but not limited to Business and Professions Code, Civil Code, Code of Civil Procedure, Commercial Code, Corporations Code, Education Code, Elections Code, Evidence Code, Family Code, Financial Code, Fish and Game Code, Food and Agricultural Code, Government Code, Harbors and Navigation Code, Health and Safety Code, Insurance Code, Labor Code, Military and Veterans Code, Penal Code, Probate Code, Public Contract Code, Public Resources Code, Public Utilities Code, Revenue and Taxation Code, Streets and Highways Code, Unemployment Insurance Code, Vehicle Code, Water Code, or Welfare and Institutions Code are to such codes as adopted and now or hereafter amended. Any reference to a state law or state act by title is to such law or act as amended.

C. Terms and Definitions.
    1. Controller and/or Director of Administrative Services – The Term “Controller” and/or “Director of Administrative Services” as used herein shall mean and refer to the Director of Finance, or such other position within the District as may hereinafter be established to perform such duties.
    2. County – The term “county” means Riverside County, California.
    3. Day – The period of time between any midnight and the midnight following.
    4. Must – The term "must" shall be construed as being mandatory.
    5. Nontechnical and technical words – Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.
    6. Oath – The term "oath" shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."
    7. Officers, boards, commissions – All references to officers, boards or commissions are to officers, boards or commissions of the district.
    8. Person – The term "person" shall extend and be applied to a number of persons and to associations, clubs, societies, firms, partnerships, and bodies politic and corporate, as well as to individuals.
    9. Preceding, following – The terms "preceding" and "following" mean next before and next after, respectively.
    10. Public place – The term "public place" shall mean any park, cemetery, schoolyard or open space adjacent thereto, or any area available and/or accessible to the public, regardless of whether privately or publicly owned.

11. Shall – The term "shall" shall be construed as being mandatory.
12. State – The term "state" ~~or~~ means the State of California.
13. Week – The term "week" shall be construed to mean a calendar week of seven days.
14. Year – The term "year" shall mean a calendar year.
15. Delegation of authority – Whenever a provision appears requiring the head of a department of the district to do some act or make certain inspections, it is to be construed to authorize the head of the department to designate, delegate and authorize subordinates to perform the required act or make the required inspection unless the terms of the provision or section designate otherwise.
16. District or water district or MSWD – The term “district” or “water district” or “MSWD” means the Mission Springs Water District.
17. May – The term "may" shall be construed as being permissive.
18. Month – The term "month" means a calendar month.

Chapter 1.02 – CONFLICT OF INTEREST CODE

Section 1.02.010 – Adoption of Code by Reference

The Political Reform Act (“Act”) (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“Commission”) has adopted a regulation (California Code of Regulations Section 18730 “Conflicts Code Regulation”) which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Commission to conform to amendments in the Act.

The terms of the Conflicts Code Regulation~~,~~ and any amendments to it duly adopted by the Commission are hereby incorporated by reference. This regulation and the attached Appendices “A” and “B” designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code (“Code”) for the Mission Springs Water District (“District”)

(~~Res. No. 2022-19, § 1, 07-18-2022~~Res. No. 2024-20, § 1, 07-15-2024.)

Section 1.02.020 – Place of Filing

Designated employees shall file a statement of economic interests with the Secretary to the Board of Directors of the District (“Board”). Upon receipt of the statements of the Board, the Secretary to the Board shall make and retain a copy of the statements and forward the original statements to the County of Riverside. Statements for all other designated employees shall be delivered to the Secretary to the Board and retained by the District.

(Res. No. 2024-20, § 2, 07-15-2024~~Res. No. 2022-19, § 2, 07-18-2022~~)

Section 1.02.030 – Violations

This Code has the force and effect of law. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, as it may be amended from time to time.

(Res. No. 2024-20, § 3, 07-15-2024~~Res. No. 2022-19, § 3, 07-18-2022~~)

Section 1.02.040 – Designated Filers and Disclosure Categories

~~A.~~	~~Government and Public Affairs Manager~~	~~All (1-3)~~
~~B.~~A.	Director of Operations	All (1-3)
~~C.~~B.	Assistant General Manager	All (1-3)
~~D.~~C.	Engineering Manager	All (1-3)
~~E.~~D.	Human Resources Manager	All (1-3)
~~F.~~E.	Legal Counsel	All (1-3)
~~G.~~F.	Consultants	See below

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(~~Res. No. 2022-19, Appendix A, 07-18-2022~~Res. No. 2024-20, Appendix A, 07-15-2024)

Section 1.02.050 – Officials Who Manage Public Investments

A. It has been determined that the positions listed below manage public investments and shall file a Statement of Economic Interests pursuant to Government Code Section 87200:
   1. Board of Directors
   2. General Manager
   3. Director of Finance

B. Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitations:
   1. The General Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determinations shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.
   2. The designated position of Consultants includes special legal counsel retained by the District as a position subject to the foregoing specialized disclosure category.

(Res. No. 2024-20, Appendix A, 07-15-2024~~Res. No. 2022-19, Appendix A, 07-18-2022~~)

Section 1.02.060 – Disclosure Categories

A. This Code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200. Such persons are covered by this Code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in Sections 1.02.040 and 1.02.050 specify which kinds of financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Sections 1.02.040 and 1.02.050. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

B. The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category to which he or she is assigned.

   1. Category 1: Interest in real property.
   2. Category 2: All investments and business positions in any business entity and income from any sources which are (1) a private water company; or (2) an entity or person engaged in farming or real estate development or an owner of real property.
   3. Category 3: Investment and business positions in business entities, and sources of income, which provide services, supplies, materials, machinery, or equipment of the type utilized by the District.

(Res. No. 2024-20, Appendix B, 07-15-2024~~Res. No. 2022-19, Appendix B, 07-18-2022~~)

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Title 2 – ADMINISTRATION

Chapter 2.01 – GENERAL PROVISIONS

Section 2.01.010 – Change of District Name and Logo

The Board of Directors does hereby change the name of the District to: Mission Springs Water District.

(Res. No. 87-7, § 1, 4-20-1987)

Section 2.01.020 – District Seal

An official seal shall be and the same is hereby adopted for said Water District, to consist of an impression made with a seal press, the inscription of which shall be the following:

"Mission Springs Water District, Riverside County, California, Incorporated February 16, 1953 SEAL"

(Ord. No. 1, § 1, 3-7-1953)

Section 2.01.030 – Smoking/Vaping Prohibited ~~within the Board Room~~

Smoking or vaping of any kind (including but not limited to tobacco and/or cannabis products)~~of tobacco products shall be~~ on District property, and within twenty (20) feet of any District building/structure is ~~-~~prohibited~~ within the Board Room of the Mission Springs Water District~~, including within the Board Room or in any District building.

(Res. No. 86-3, 1-20-1986; Res. No. 2024-24, 09-16-2024)

Section 2.01.040 – Appeal of Certain Administrative Decisions

It is hereby found and determined that the application of Section 1094.6 of the Code of Civil Procedure to administrative decisions of this District will provide an orderly and reasonable procedure for the review of certain decisions of the District.

~~A. The provisions of Section 1094.6 of the Code of Civil Procedure are hereby made applicable to those decisions of the District defined in Section C.~~

~~B.~~ The provisions of Section 1094.6 of the Code of Civil Procedure shall apply to decisions of the District which are subject to review pursuant to Section 1094.5, and ~~T~~the provisions of Section 1094.6 of the Code of Civil Procedure shall prevail over any conflicting provision in any other applicable law relating to the subject matter, unless the conflicting provision is a state or federal law which provides a shorter statute of limitations, in which case the shorter statute of limitations shall apply.

~~C. The provisions of Section 1094.6 of the Code of Civil Procedure shall apply to decisions of the District which are subject to review pursuant to Section 1094.5 as follows: (a) suspending, demoting or dismissing and officer or employee; (b) revoking or denying an~~

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~~application for a permit, license or other entitlement; or (c) denying an application for any retirement benefit or allowance.~~

~~D. Any petition for judicial review of a decision of the District shall be filed not later than the 90th day following the date on which the decision becomes final. If there is no provision for reconsideration of the decision in any applicable provision of any statute, charter or rule, then for the purposes of this section, the decision is final on the date it is made. If there is such provision for reconsideration, the decision is final for purposes of this section upon the expiration of the period during which such reconsideration can be sought; provided, that, if reconsideration is sought pursuant to any such provision, the decision is final for the purposes of this section on the date the reconsideration is rejected.~~

~~E. The complete record of the proceedings shall be prepared by the District or its commission, board, officer or agent which made the decision and shall be delivered to the petitioner within 90 days after he has filed a written request therefor. The District may recover from the petitioner its actual costs for transcribing or otherwise preparing the record. Such record shall include the transcript of the proceedings, all pleadings, all notices and orders, any proposed decision by a hearing officer, the final decision, all admitted exhibits, all rejected exhibits in the possession of the District or its commission, board, officer, or agent, all written evidence, and any other papers in the case.~~

~~F. If the petitioner files a request for the record as specified in Section E within 10 days after the date the decision becomes final as provided in Section D, the time within which a petition pursuant to Section 1094.5 may be filed shall be extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to the petitioner or his attorney, if he has one.~~

~~G. In making a final decision as defined in Section D, the District shall provide notice to the party that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.~~

~~H. As used herein "party" means an officer or employee who has been suspended, demoted or dismissed; a person whose permit, license or other entitlement has been revoked or suspended or whose applicable for permit, license or other entitlement has been denied; or a person whose application for retirement benefit or allowance has been denied.~~

(Res. No. 88-20, §§ 1-9, 7-18-1988, Res. No. 2024-24, 09-16-2024)

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Section 2.01.050 – Secretary of the Board of Directors

The Secretary of the Board of Directors is authorized and directed to accept and consent, for purposes of recordation, to all deeds or grants conveying any interest in real property to the Mission Springs Water District.

(Res. No. 10-1965, 9-14-1965)

Chapter 2.02 – BOARD OF DIRECTORS ELECTIONS

Section 2.02.010 – Elections by Division

A. ~~Transition to~~ By-Division Election – ~~The District finds that its election system will transition from at-large elections to by-division elections, beginning with its next regular election of members of the Board of Directors in November 2020.~~Pursuant to California Water Code Section 30730, the directors of the District shall be elected by divisions.

B. Establishment of Divisions – The District hereby establishes five Director divisions in the Mission Springs Water District. The boundaries and identifying number of each division shall be described on the Mission Springs Water District Division Map, a copy of which shall be on file in the District office.

C. Election Process-

1. Members of the Board of Directors shall be elected in the electoral divisions established by this Ordinance and subsequently reapportioned as provided for in State law and as set forth in Section E of this Ordinance. Elections shall take place "by division," meaning that one Director shall be elected from each division, b~~y~~ut the voters of the division alone.

2. No term of any member of the Board of Directors that commenced prior to the effective date of this Ordinance shall be affected by the adoption of this Ordinance.

3. A Director elected or appointed to represent a division shall reside~~d~~ in that division and shall be a registered voter in that division, and any candidate for the Board shall reside in, and be a registered voter in, the division in which he or she seeks election at the time nomination papers are issued.

4. ~~Notwithstanding any other provision of this Ordinance, the Directors in office at the time this Ordinance takes effect shall continue in office until the expiration of the term to which he or she was elected.~~ In the event a vacancy occurs before the expiration of the term of a Director, ~~in office at the time this Ordinance takes effect,~~ a person who is appointed or elected by special election to fill such vacancy ~~may reside anywhere in the District.~~must reside in that division, and be registered to vote in that division.

~~4~~5. The term of each Director elected to the Board of Directors shall remain four (4) years.

D. Implementation – The by-division election system shall be implemented, beginning at the next regular election of the Board of Directors, as follows:

1. Members of the Board of Directors shall be elected in Divisions 2, 3, and 4 beginning in 2020 ~~at the next regular election of the Board of Directors,~~ and every four years thereafter, and

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2. ~~At the next regular election of the Board of Directors following the election of Members of the Board of Directors in Divisions 2, 3, and 4,~~ Mmembers of the Board of Directors shall be elected in Divisions 1 and 5, beginning in 2022 and every four years thereafter.

E. Adjustment of Boundaries – Pursuant to Elections Code 22000, the Board of Directors shall adjust the boundaries of any or all of the divisions following each decennial federal census to ensure that the divisions are in compliance with all applicable provisions of law.

(Ord. No. 2020-02, 6-24-2020; Ord. No. 2024-02, 09-16-2024)

Section 2.02.020 – Boundaries of Director Electoral Divisions

Pursuant to the provisions of the Fair Maps Act of 2019 as amended in 2020, codified at Elections Code Section 21500 to 21509, after giving consideration to those provisions and applicable decisions of the courts, the Board hereby adjusts, changes, and establishes the boundaries of the director divisions as set forth on the Preferred Map considered by the Board at its public hearing on March 21, 2022, and reflected as Exhibits A and B hereto, and they shall constitute and are hereby established as the boundaries of the director divisions of the Mission Springs Water District for subsequent elections until further readjustments is required by law.

(Ord. No. 2022-01, 3-21-2022)

Section 2.02.030 – Expenses for Candidate's Statements of Qualifications

This District shall assume no responsibility for collection of expenses connected with publication of candidates' statements of qualifications, and that any such payments shall be made by candidates directly to the County of Riverside.

(Res. No. 83-7, 5-16-1983)

Section 2.02.040 – Regular Election Date

Pursuant to Elections Code §§ 1303(b) and 10404(b), MSWD hereby elects to change MSWD's regular election date for election of the Board of Directors from the first Tuesday after the first Monday in November of odd-numbered years to the statewide general election date on the first Tuesday after the first Monday in November of even-numbered years.

Special elections called for the purpose of filling Board vacancies, submitting measures to MSWD's electors for consideration, or other such matters, shall not be affected by this resolution and may be conducted on any date authorized by applicable law.

The Riverside County Board of Supervisors is hereby requested to consolidate all future MSWD regular elections with the statewide general elections to be conducted in November of even-numbered years. The President of this Board shall be authorized to take any and all actions, and to execute any documents necessary, to assist MSWD's General Manager in presenting this resolution to the Riverside County Board of Supervisors for its approval.

The Secretary of the Board of Directors of MSWD shall transmit certified copies of this resolution to the Clerk of the Board of Supervisors and to the Office of the Registrar of Voters for the County of Riverside.

(Res. No. 2017-07, §§ 1-4, 3-8-2017)

Chapter 2.03 – BOARD OF DIRECTORS MEETINGS

Section 2.03.010 – Regular Meetings of the Board of Directors

That the regular meetings of the Board of Directors of the Mission Springs Water District shall be held at the time and place specified as follows:

A. Thursday prior to the third Monday of each calendar month at 3 p.m.
   Office of the District
   66575 Second Street
   Desert Hot Springs, CA 92240
B. Third Monday of each calendar month at 3 p.m.
   Office of the District
   66575 Second Street
   Desert Hot Springs, CA 92240

That, unless a matter is deemed to require immediate action, the regular meeting established on the Thursday prior to the third Monday of each calendar month shall be devoted to review and study purposes.

(Res. No. 2001-12, §§ 1-3, 3-7-2001)

Section 2.03.020 – Manner of Calling Special Meetings

~~That a~~ A special meeting may be called at any time by the presiding officer of the Board of Directors, or by a majority of the members of the Board of Directors, by ~~delivering personally or by mail written notice to each member of the Board of Directors and to each local newspaper of general circulation, radio or television station requesting notice in writing~~providing notice in accordance with the provisions of the Ralph M. Brown Act (the "Brown Act") for such special meetings, as may be amended from time to time. Such notice must be delivered ~~personally or by mail~~ at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting by the Board of Directors.

~~That such~~ W~~w~~ritten notice may be dispensed with as to any director who at or prior to the time the meeting convenes, files with the Secretary of the Board of Directors a written Waiver of Notice~~. Such Waiver may be given by telegram~~ in accordance with the Brown Act. Such written notice may also be dispensed with as to any director who is actually present at the meeting at the time it convenes.

(Res. No. 37-1971, §§ 1-2, 12-14-1971; Res. No. 2024-24, 09-16-2024)

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Section 2.02.030 – Holidays

In the event that any day fixed for a regular meeting of the Board shall fall upon a holiday, then the meeting appointed for such day shall be held on the next day which may not be a holiday, at the same hour specified for the meeting to be held.

(Ord. No. 2, § 4, 3-7-1953)

Chapter 2.04 – BOARD OF DIRECTORS HANDBOOK

Section 2.04.010 – Introduction

Our democratic form of government requires that public officials be impartial, independent, and responsible to the people they represent, and that government decisions and policies are made through proper channels of government structure; that public office not be used for personal gain; and that the public has confidence in the integrity of its government. This Board of Directors Handbook ("Board Handbook") is intended to establish ethical standards of conduct for the Board of Directors of the Mission Springs Water District ("District"), by confirming the Board of Directors commitment to transparency; setting forth those acts or actions that are incompatible with the best interest of the District and the public: ensuring disclosure by the District's elected and appointed officials of private financial or other interests in matters affecting the District: and ensuring compliance with applicable laws. The provisions and purpose of this Board Handbook are deemed by the Board of Directors ("Directors") to be in the best interest of the District, and the standards established herein are intended to supplement and be cumulative to all applicable state and federal laws, policies and regulations otherwise applicable to the District and its elected and appointed officials. The policies and procedures set forth in this Board Handbook are intended to supplement, without preempting, existing state and federal laws.

The elected and appointed officials of the District, including the Board of Directors and the General Manager, hold office for the benefit of the public and are bound to uphold the Constitution and laws of the United States and the state of California, and to foster respect for all levels of government. They are bound to observe both the letter and the spirit of the law in their official acts, with the highest standards of morality, integrity and honesty, and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach at all times.

The development of the Board Handbook represents the commitment of the Mission Springs Water District Board of Directors to the development of specific best practice performance criteria essential to their role as elected public officials. This commitment also extends to the General Manager. This Board Handbook is considered a 'living document' and as such can be amended or modified at the discretion of the Board of Directors.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.020 – Executive Summary

The District's core values of ~~Professionalism, Accountability, Respect, Integrity, Servant Attitude, Excellence, and Stewardship~~Accountability, Leadership, Professionalism and Service are~~serve as~~ the foundation ~~for development~~ of this Handbook. These core values, along with specific criteria related to the performance of public officials, were used in identifying the appropriate Best Practices for members of the Board and the General Manager. An annual review of the approved and adopted best practices outlined in the Board Handbook would serve as a continual reminder of the Board's role in policy governance and principles of behavior as a "Best of Class" water agency. The document will also serve as a valuable tool in the orientation and education of new Board members and staff in the future.

A. Board Best Practices
    1. Ethical standards and accountable leadership
    2. Public confidence and integrity
    3. Compliance with the letter and spirit of existing laws and policies
    4. Dedication to superior service
    5. Personalized standards of conduct

(Res. No. 2024-09, 5-20-2024; Res. No 2024-24, 09-16-2024)

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Section 2.04.030 – Culture: Vision and Core Values

The Board and the General Manager understand the importance and value of a positive and constructive culture to the overall performance of the District. This culture in large part is a product of the District's goal of performing as a "Best of Class" public agency, individually and corporately. Whether in the capacity of an elected or appointed Director, or as an employee of the District, our primary responsibility is to serve the District's customers.

A. Vision. Our Vision at MSWD serves as a compass, charting our course toward a future state that reflects our aspirations and commitment to excellence. It encapsulates not just what we aim to become by envisions the success we strive for and the positive transformations we aim to bring to all those we serve. The vision falls under the following categories:

1. **Trust**: Our Vision at Mission Springs Water District is to build a trusting community through open communication, accountability, collaboration, and mutual respect among the Board of Directors, staff, and our customers.
2. **Employees**: Our vision for Mission Springs Water District employees is to cultivate a workplace where each person is empowered as a steward of our community's water, fostering a culture of excellence, innovation, and service in alignment with our shared mission.

3. **Customers**: Our vision for Mission Spring Water District is to deliver reliable, sustainable, and community-focused service to our customers, ensuring you can trust us to meet your water needs while contributing to a healthier, vibrant community.
4. **Environment**: Our vision for the natural environment in Mission Springs Water District is harmonious coexistence through responsible management, aiming to be a model for environmental stewardship and sustainable practices, ensuring the health and vitality of our local ecosystems.
5. **Public Health**: Our vision for Mission Springs Water District is to serve as a cornerstone of community well-being by providing reliable and safe water services that protect and support a healthy and thriving community.

B. Core Values – Our values at MSWD stand as the bedrock of our organization, shaping how we work and defining who we are. These guiding principles not only clarify our identity but also serve as a compass for our purpose, culture, and decision-making processes.

1. **Accountability**: We are accountable for our actions, committed to transparency, integrity, and rectifying mistakes, ensuring the District's operations are conducted with honesty and responsibility.
2. **Leadership:** Leadership is a core value for us, representing a commitment to setting a positive example, inspiring others, and fostering innovation to address water management challenges and drive progress in our community.
3. **Professionalism**: We maintain the highest standards of competence, ethics, and integrity in our actions, delivering water services with accountability and respect for the community, ensuring professionalism and expertise in every operation.
4. **Service**: We ensure access to clean, reliable water and cultivate a positive, supportive, and respectful environment for our staff, recognizing that community well-being and employee satisfaction are integral to achieving our mission.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.040 – Authority, Role of the Board of Directors, and General Guidelines

A. Authority – The District is an independent public agency, which provides water service to the land and inhabitants within its boundaries. The District operates under the authority of the County Water District Law, Division 12 of the California Water Code, commencing with Section 30000. The District is governed by an elected Board of Directors ("Board") which has the authority to oversee the business and affairs of the District. The Board is authorized to delegate some of those powers. The Board has the power to employ and set terms and conditions for employment of the General Manager, who in turn has been delegated management authority over District employees.

In order for the Board to function in an effective manner, it is important that Directors understand their respective roles and relationship to other members of the Board and to staff. This also requires an understanding of the performance expectations necessary to carry out the duties of a Board member.

The officers of the Board consist of the President and Vice-President. Board members who wish to take on a leadership role with the Board are strongly encouraged to complete the CSDA Leadership Academy and/or any other Leadership program.

The General Manager of the District also serves as the Secretary of the Board. Officers of the District are appointed by the Board annually or as otherwise may be determined by the Board.

B. Responsibilities of Office – Elected officials and appointed officials hold office for the benefit of the public and are bound to uphold the Constitution and laws of the United States and the State of California, and local public laws, and to foster respect for all levels of government. They are bound to observe and comply with both the letter and the spirit of the law in their official acts, the highest standards of morality and honesty and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach at all times. Signed copies of the Oath of Office taken by each Board Member and the General Manager are included in the Board of Directors Handbook.

   District officials should never exceed their authority, violate the law or ask others to do so. They should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by legally required or recommended confidentiality of their responsibilities or work.

   As State law requires, no one who holds office, or who is seeking election or appointment to any office or employment with the District shall, directly or indirectly, use, promise, threaten, or attempt to use, any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid or obstruct any person in securing, or to prevent any person from securing, any position, nomination, confirmation, promotion, or change in compensation or position, within the State or the District, upon consideration or condition that the vote or political influence or action of such person or another shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition of consideration. This prohibition shall apply to urging or discouraging an individual employee's action inconsistent with the policies established herein, or the employee's terms or conditions of employment or the law.

C. Role of the Board – The primary role of the Board of Directors is to establish policies that guide and direct activities of the District in fulfilling its mission. The decisions and actions

of the Board constitute the "policy or action" of the Board and shall recognize the actions of the Board even when there may be opinions that differ from the majority opinion or action.

The Board has three (3) major responsibilities:

1. Promote the best interests of the District's customers by establishing policies that support the Board's vision and core values for the District and by ensuring the implementation of those policies. Policies include the governing principles, plans, and approved actions of the organization. Policy-making is the process of visionary planning and should reflect the broadest possible principles and provide parameters within which staff can operate. Policy-making sets the overall direction for the District.
2. Assure the fiscal health of the District. The Board establishes policies that ensure fiscal stability and the effective use of funds. In order to achieve this, each fiscal year the Board adopts a budget covering the anticipated revenues and expenditures of the District. Additionally, the Board annually adopts and monitors cash reserves and investment policies.
3. Hire a General Manager to manage the day-to-day operations of the District. The Board holds the General Manager accountable for the effective operational management of the District. It also has a responsibility to properly evaluate the General Manager on an annual basis.

D. Best Practices General Guidelines

1. The Board of Directors provides policy direction and leadership for the District.
2. The Board is responsible for ensuring that the District is an innovative and well-managed agency.
3. The Board exercises authority only as the governing body of the District, and not as individuals.
4. The Board understands and provides leadership in regional, state and national issues affecting the operation and management of the District. The General Manager supports the Board as needed or required.
5. The Board respects the role of constituents in the governance of the District, encourages their participation and consults with key stakeholders when and where appropriate.
6. The Board recognizes and respects the distinctions between its policy-setting role and the day-to-day implementation of Board policy by staff. The Board does not direct the activities of staff, and communicates issues or concerns through the General Manager.
7. Board members are official representatives of the District and represent the District in various community and water industry events.

8. Board members model the highest levels of ethical and professional behavior as public officials and representatives of the District.
9. Board members maintain a high level of communication with the General Manager and notify the General Manager of their availability or unavailability in a timely manner. Board members inform the General Manager of any specific information related to the District's business that they want to receive from outside agencies or organizations, and are provided such information in a timely manner.
10. Board members may request information from the General Manager. The General Manager shall advise the Board if the requested information should be placed on the Board meeting agenda or the appropriate committee agenda to effect a policy change, or approve an expenditure of public funds.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.050 – Role and Responsibility of the President and Vice-President of the Board of Directors

A. President of the Board

1. The President of the Board of Directors is selected annually, at the end of the calendar year, by a majority vote of the Board, unless otherwise modified by the Board.
2. The President is the head of the Board.
3. The President chairs the meetings of the Board, calls the meeting to order, presides over Board meetings, including the conduct of the Board and those in attendance, entertains and repeats motions properly before the Board, puts motions to a vote, and announces the results of votes taken by the Board.
4. The President votes with the Board members.
5. Each President's individual style is unique. Diversity is encouraged.
6. The President acts as the ceremonial head or representative of the District at various civic functions. In his/her absence, the Vice-President or other shall fulfill the President's role. If both the Board President and Vice President are unavailable, the Board President may designate a Board Member to represent the District.
7. The President is the designated spokesperson for the Board to the general public. The President may elect to appoint one of the other Board members to serve in this capacity.
8. The President acts as the signatory on all documents requiring execution by the Board.
9. The President is responsible for making appointments to Ad Hoc Board Committees and terminates the role and function of Ad Hoc committees as necessary.

10. To the extent possible, the President advises the Board of any formal or informal communication and correspondence sent or received by the President, regarding District business.
11. The President regularly communicates with the General Manager and keeps other Board members fully informed on matters of District business at the next Board Meeting in compliance with the Brown Act.
12. The President provides guidance to the Board fairly and impartially in the conduct of official business before the Board of Directors.
13. The President personally addresses issues which may rise between and among members of the Board. Individual Directors or the General Manager may inform the President of any issue or concern brought to their attention related to the performance of any other member of the Board.
14. The President is responsible for ensuring decorum at Board meetings and that they are conducted in an orderly, professional and respectful manor.

B. Vice-President of the Board
    1. The Vice-President of the Board of Directors is selected annually at the end of the calendar year, by a majority vote of the Board, unless otherwise modified by the Board.
    2. The Vice-President has no rights or authority different from any other member of the Board.
    3. In the event the position of the President is vacated prior to the expiration of the term, the Vice-President becomes the President for the remaining term, unless otherwise directed by the Board.
    4. In the event of an early vacancy in the position of Vice-President, the Board determines, by vote, a replacement for the remaining term.
    5. The Vice-President serves in the capacity of the President of the Board of Directors, pro tem, in his/her absence.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.060 – Principles of Behavior and Performance Expectations of the Board of Directors

A. The Board and the General Manager act as a participatory team with respect to all of the District's functions. It is critical that Board members maintain informal and professional relationships with one another, and with the General Manager.
B. The Board values a visionary, constructive, high-energy work environment, and the District, and its constituents benefit from that environment.
C. Board members are representatives of the District's culture and core values at all times. As ambassadors, they lead by example in their interactions with one another and

members of the public, and their behavior should be representative of the organization's values.

D. The Board values open and honest communication, with open agendas. Board members communicate concerns and address those concerns, including controversial issues, in a timely, professional and appropriate manner in order to maintain a constructive functional relationship.
E. Board members are knowledgeable and supportive of District policies and procedures, including rules and regulations governing communications among Board members, which include electronic, written and verbal communications.
F. The Board works for the common good of its customers and stakeholders and not for any private or personal interest. Board members are trained and knowledgeable of conflict of interest requirements for holding public office. The Board receives regular training on conflicts of interest and their financial interest reporting requirements under state law.
G. Board members always come to Board meetings prepared and are responsible for initiating resolutions. The Board and General Manager observe the "no surprises rule." Issues are not used to surprise, embarrass or unduly draw attention to individual agendas or issues. The General Manager shall inform the Board President (and legal counsel where appropriate) of important issues that arise after the posting of the agenda.
H. Board members practice continued professional development in their role as Directors of the District.
I. Board members are respectful and considerate of each other, the General Manager and the District's staff, as well as Board traditions. Every effort will be taken to foster a professional working relationship and refrain from personal attacks against one another and staff. This cooperative and respectful relationship extends to behaviors and actions by Board members within the community and away from an official public function or meeting.
J. Board members should never exceed their authority or breach the law or ask others to do so.
K. Board members conduct themselves in a professional manner modeling and enforcing the values of the organization as a "best of class" agency.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.070 – Board of Directors' Interaction and Communication

A. Board members maintain informal and professional relationships with each other.
B. Board members will direct comments to the merits of issues and items before them through the Board President, while refraining from personal attacks against other Board Members, the General Manager, members of the public and District staff. If a Board member has a grievance with another Board member, he/she should first discuss it privately with that person. This should always be done in compliance with the Brown Act.

If the matter is unresolved, the Board member should go to the General Manager and the General Manager shall work with Legal Counsel informally in an attempt to resolve the matter.

C. Board members are representatives of the District's culture and core values at all times, and lead by example in their interactions with others. Board Members should be accurate and truthful in their communications with other members of the Board, the General Manager and the Public.
D. Board members are responsible for being familiar with and knowledgeable of the District's travel and expense reporting policies for Board members. All expenses, travel, meals and meetings attended by Board members at District expense should be for District benefit and accurately reported when reimbursement is sought.
E. When attending meetings or conferences, Board members are ambassadors and representatives of the District and should conduct themselves professionally.
F. Board members shall not request the use of, use or permit others to use District-owned vehicles, equipment, materials, personnel or property for personal convenience or profit, except when such services are available to the public generally, or provided as a District policy for use of such official in the conduct of official business or otherwise as set by District policy.
G. Board members are aware of the rules governing communication among themselves and others in compliance with the California Open Meetings Law (also known as the Brown Act). This includes communications by electronic, written and verbal means and methods, and through an intermediary. Board members receive regular training regarding the requirements of the Brown Act, the Political Reform Act (conflict of interest laws), and the Public Records Act.
H. Board members shall be fair, accurate, and truthful when communicating with the general public and using social media regarding District issues, activities, and business.
I. Board members function as a team to further the interests of the District and the members of the public it serves.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.080 – Role of the General Manager, Board Interaction with Staff, and Role of District Legal Counsel

A. Role of the General Manager – One of the most important decisions the Board of Directors makes is the selection of a General Manager. The Board must be able to support the decisions of the General Manager and grant him/her the authority to manage and lead the District. The General Manager is the only employee and agent of the Board, and the individual to whom the Board delegates its authority to manage and administer the District's daily operations in accordance with policies approved by the Board. This position is important because to be successful, the District requires leadership and vision from its General Manager. The General Manager has two primary roles: as chief executive officer

charged with the administration of the District's business, and as advisor or counselor to the Board on matters related to the fulfillment of their duties. The General Manager represents the District to its many constituencies.

The success of the relationship between the Board of Directors and the General Manager depends on a shared sense of purpose or vision, open and honest communication, and mutual support for their respective roles. Both parties must also understand that the relationship itself is paradoxical, with inherent tensions. The General Manager is charged with carrying out Board policy directives, and at the same time, looks to the Board for guidance and leadership.

It is the General Manager's responsibility to ensure that the Board members have the information needed to make informed decisions. The General Manager promptly alerts Board Members to problems and issues to prevent surprises or misinformation. Board members expect the General Manager to make recommendations on issues before the Board.

B. Board Interaction with the General Manager
    1. The General Manager recommends annual goals, which are approved by the Board of Directors as a part of the General Manager performance review process.
    2. The Board provides the General Manager with constructive feedback on his/her performance annually, in a written evaluation.
    3. Board members are encouraged to contact the General Manger about any subject related to the operations of the District. Similarly, the General Manger may discuss District-related issues with any Board member, in compliance with the Brown Act.
    4. The Board's concerns regarding overall District operations, specific issues or problems with District staff are addressed through the General Manager.
    5. The General Manager is charged with handling internal District matters, including matters regarding District personnel.
    6. Allegations against the General Manager shall be directed to Legal Counsel for further action.
    7. The General Manager keeps the Board apprised of matters affecting the District.
    8. Board members are encouraged to advise the General Manager or his designate when they will be unavailable to carry out their duties as Directors, or out of town.
C. Board Interaction with Staff – Board members shall not direct staff to take or refrain from taking a particular action related to District operations. Requests for staff time or assistance are made only through the General Manager.

Conducting the business of the District at official meetings of the Board should be done efficiently and professionally. Board members are encouraged to make every effort to contact the General Manager prior to a board meeting regarding questions related to

agenda items so that the General Manager can provide the most accurate and prepared response.

D. Role of District's Legal Counsel
    1. The District's legal counsel (Legal Counsel) represents the District as an entity and works in collaboration with the Board and General Manager, but does not represent individual Board members or the General Manager.
    2. Legal Counsel's primary day-to-day point of contact is the General Manager.
    3. Legal Counsel, as needed, consults with the Board and the General Manager on items of concern related to any facet of District operations.
    4. Legal Counsel reviews all Board agendas, and is present in closed sessions where litigation and/or District liability will be discussed.
    5. When it is in the best interests of the District to retain specialized legal advice in addition to that provided by the District's Legal Counsel, the General Manager and Legal Counsel will coordinate and oversee the special counsel work as appropriate.
    6. Legal Counsel is pro-active in informing and protecting the District and the Board from any potential violations and conflicts that may arise in the performance of their duties. Board members should contact Legal Counsel in advance of meetings to discuss any legal concerns or seek advice regarding conflict of interest issues.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.090 – Customer and Public Communications

A. Board members represent the District and its customers in a manner that best reflects the professional standards, values and mission of the District.
B. Customer concerns and inquiries, including those generated through social media or electronic format, are referred to the General Manager or his/her designated staff member.
C. The General Manager will provide the Board with a written or verbal report of customer concerns or inquiries that cannot be handled routinely, along with any response made by staff to the concern or inquiry.
D. Customer inquiries at official meetings of the Board should be directed by the Board President to the General Manager for response.
E. The Board is informed by the General Manager of significant, sensitive, urgent and/or repetitive communication inquiries. The General Manager will oversee any appropriate recommended follow-up and response.
F. Board members refer responses and inquiries regarding customer concerns to the General Manager.
G. Information or an action that may have the potential to expose the District to liability and possible legal action will be shared with the General Manager and legal counsel followed by the Board at a noticed, closed session meeting of the Board of Directors.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.100 – Conduct of Meetings of the Board of Directors

A. General Guidelines for Conduct of Board Meetings – Rosenberg's Rules of Order

1. All noticed meetings are conducted using Rosenberg's Rules of Order ("Rosenberg's Rules") as a procedural guideline. Rosenberg's Rules are intended to provide for constructive and efficient conduct of meetings.
2. Meetings of the Board are called, posted and conducted in accordance with the Open Meetings Law ("Brown Act"). A quorum of the Board must be present for a meeting to be held or decisions made.
3. The General Manager is responsible for setting the agenda for all Board meetings, in consultation with the Board President and Legal Counsel. Any Director may request that an item be placed on the agenda by request to the General Manager and President of the Board. Where appropriate, a requested item may be referred By the General Manager or Board President to a Board committee for study, review, decision or referral to the Board for determination.
4. The General Manager confers with the President of the Board regarding, and reviews agendas for upcoming meetings, prior to posting.
5. The General Manager informs the Board of significant items that will be placed on future agendas for Board consideration and/or decision.
6. Directors should refrain from responding directly to public comments at meetings of the Board. The Board President will refer matters raised by public comments to the General Manager for follow-up, as appropriate. Directors may briefly ask clarifying questions. Occasionally, a prompt response may be offered when an obvious answer or resolution is available, provided this is done in compliance with the Brown Act. Directors should refrain from debating or making decisions in response to public comments.
7. The President of the Board presides at all meetings, and decides all points of order and procedure during meetings. The President is responsible for the maintenance of order and decorum at all Board meetings. No person should be allowed to speak who has not first been recognized by the President. All questions and remarks should be addressed to the President as the presiding officer. No member of the Board should speak more than once upon any one subject until every other member of the Board wishing to speak on the subject shall have been given the opportunity to speak. No Board member shall interfere with the orderly progress of a Board meeting. The President will entertain a motion on any item on the Board agenda. Members of the public shall be given three minutes to speak on agenda items. In order to ensure the orderly progress of Board meetings, the Board President regulates the amount of time to be dedicated to a particular agenda item.

8. Each Director may be allowed to make technical points or ask clarifying questions prior to the making of a motion.
9. A roll call vote on any item may be requested by a Director, at the discretion of the President. The results of the roll call vote shall be recorded in the minutes of the action taken. Roll call votes are encouraged in connection with resolutions, ordinances and action after a public hearing.
10. The Board works diligently to achieve a common understanding of all action items. At the request of a Director, and the discretion of the President, an item on which unanimity may not be achieved may be referred to a committee to consider a resolution of the issue prior to a vote.
11. Once an agenda item has been approved by the Board of Directors, the disposition is considered the "action" of the Board, recognized by the individual members as the decision of the District. Board members shall at all times respect the will of the majority on matters properly before and acted upon by the Board.

B. Consent Agenda
    1. The District utilizes a Consent Agenda to approve routine business matters, such as minutes, operational production reports, project status reports, cash reports and approval of previously approved budgetary items.
    2. If a Director has a question on a Consent Agenda item, he/she is encouraged to contact the General Manager for clarification prior to the meeting, rather than having it pulled for separate discussion during the meeting.
    3. Items may be pulled from the Consent Agenda for a separate vote, upon approval of the President of the Board. The balance of the Consent Agenda shall be voted on prior to consideration of any item pulled for separate vote.
C. Closed Session – All Closed Session discussions and materials are considered legal and confidential information, and as such, shall not be shared or distributed outside the Closed Session unless reportable action has been taken, in which case Legal Counsel will make any required report of action taken, in open session. All Closed Sessions are conducted in accordance with the Brown Act. Documents shared in closed session shall not to be distributed or disclosed outside of Closed Session without clear authorization from Legal Counsel and the General Manager. This prohibition applies also to disclosure of confidential information to representatives of other agencies and/or the media.

    Closed Sessions may be held at times other than the regular meetings of the Board of Directors so long as the meeting is posted pursuant to all applicable requirements of the Brown Act.

    A Board Member should refer requests for information regarding Closed Session items to the General Manager who, in consultation with Legal Counsel, will provide an appropriate response.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.110 – Roles and Responsibility of Standing Committees and Special Meetings

A. Committees of the Board of Directors, including Standing and Ad Hoc Committees, are given authority to obtain more information, investigate, and provide reports or recommendations to the full Board. The committee format allows the Board to conduct its business more efficiently.
B. Standing Committees are established, and may be renamed or have their functions changed or terminated, by the Board. Standing Committees consist of two Board members, one of whom may be appointed as the Committee Chair. Standing Committee meetings are open to the public and subject to provisions of the Brown Act. Other Board members may attend Standing Committee meetings, but may not participate in the meetings.
C. Staff, at the direction of the General Manager, may provide support for Standing Committees by preparing agendas, staff reports, distributing materials, and performing other administrative functions as directed and approved by the General Manager. Standing Committee members may request staff assistance only through the General Manager.
D. Ad Hoc Committees are established for a limited purpose and duration, usually to review and report to the Board on an item of special but limited interest. Members of Ad Hoc Committees are appointed and serve at the pleasure of the President of the Board, and their terms expire upon completion of the project or issue for which the Committee was formed or at the recommendation of the Board President.
E. Copies of Committee agendas are made available to the entire Board. If members of Committee are in disagreement on a recommendation, the issue may be brought to the full Board for consideration.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.120 – Complaint Resolution Procedures

A. General Guidelines for Complaint Resolution Procedures – The Board Handbook establishes standards of performance and expectations for governance for members of the Board of Directors. The District's core values of Professionalism, Accountability, Respect, Integrity, Servant Attitude, Excellence, and Stewardship define the performance expectations for Board members and staff. As adopted, the Board Handbook is the policy of the Board related to the standards and performance expectations contained therein.

   It is intended that the standards of conduct established in this Board Handbook be self-enforcing by the Board and its members. However, the Board recognizes that there may be instances where even after receiving guidance and counsel to resolve unintentional (or intentional) violation, a party may continue to violate the provisions hereof, or an individual's repeated or egregious disregard and conscious intent to violate the agreed-

upon standards of conduct are clearly demonstrated. In those cases, sanctions may apply and would occur in a public meeting. In the event that members of the Board breach this policy or any other applicable state, local or federal law, they may be subject to sanction or disciplinary action by the Board as outlined below.

B. Informal Sanction – Admonishment – Admonishment is the least severe form of sanction or disciplinary action. A verbal or written admonishment may be directed to a Board member, reminding him or her that a particular type of behavior is in violation of this Board Handbook, District policy or law, and that, if it is found to have occurred, or is repeated, could subject the Board member to censure, the most severe disciplinary action.

   An admonishment may be issued in response to a particular alleged action or actions. An admonishment may be issued by the Board prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not necessarily require an investigation or separate hearings to determine whether the allegations are true.

   An admonishment should be directed to a particular member or members of the Board based on a particular action (or set of actions) that has been determined by the Board to be in violation of District policy or law but is considered by the Board to not be sufficiently serious to require censure or other form of disciplinary action.

   An admonishment may be issued upon the Board's review and consideration of a written or verbal allegation of a Handbook or policy violation. The member accused of such violation shall be entitled to notice of the allegation and will have an opportunity to provide a written or verbal response to the allegation prior to any action by the Board. A sanction may be issued by the Board of Directors and because it is not punishment or discipline, would not necessarily require an investigation or separate hearings.

C. Formal Sanction or Censure – Before the imposition of any formal sanction, the accused shall be entitled to a formal investigation, notice of the allegation, and opportunity to respond.

D. Investigative Process – All complaints regarding Board member conduct shall be filed with the General Manager. Once the complaint is filed, the General Manager shall convene a meeting with the complainant, accused, and the District's Legal Counsel. Each allegation shall be considered in a manner that is fair to all parties involved in the allegation(s), ensuring that due process is respected and provided. This will include allowing all members of the Board named in the allegation(s) an opportunity to consider and respond to the allegation(s).

   If the General Manager and Board President determines that it is warranted, the complaint may be referred to the appropriate enforcement authority or authorities for investigation. If the complaint has merit, a report of the findings along with the accused individual's defense is presented to the Board of Directors for majority action. If there is no merit, the matter is disposed of.

When the Board of Directors decides, based on findings of the investigation and the accused individual's defense, that a violation has occurred, the Board may decide, by resolution, take the further disciplinary action including censure.

E. Censure – Censure is the most severe form of action contemplated in this Board Handbook. Censure is a formal statement of the Board of Directors officially reprimanding one or more of its members. It is punitive action, which serves as a penalty imposed for wrongdoing, but it carries no fine or suspension of the rights of the Board member as an elected official. Censure should be used only where the Board of Directors has determined that the violation of policy is a serious offense.

   Any member of the Board of Directors who fails to comply with the terms of this Handbook, a Board or District policy or any applicable law or regulation is subject to censure by a majority vote of the Board. Censure by a majority vote of the Board may include revocation of appointment(s) to Standing Committees, Ad Hoc Committees or outside organizations. Examples of other punitive action that may be considered with censure include, but are not limited to, the following: issuance of an official letter of censure or reprimand, including denial of paid attendance at and travel to and from said functions or events not considered necessary to the censured Director's role as an elected official. The Board of Directors reserves the right to establish an ad hoc committee to:

   1. Investigate and review allegations of unethical conduct, unlawful conduct or conduct that violates the terms of this Handbook, a Board or District policy or any applicable law or regulation; and
   2. Make recommendations to the full Board for censure and/or discipline, as the majority of the Board deems appropriate.

(Res. No. 2024-09, 5-20-2024)

Section 2.04.130 – Commitment to Board of Directors' Best Practices

As a member of the Mission Springs Water District Board of Directors, I have read the Board of Directors Handbook, and understand the expectations placed on me as an elected official and representative of the District. I am committed to upholding the public trust and representing the best interests of the District and its customers, by complying with the Board Handbook. By signing this letter commitment to Board of Directors Best Practices, I am pledging to comply with the terms of the Board of Directors Handbook, Board and District policies and all applicable laws and regulations. I further commit to conduct myself professionally as a Board Member and to carry out my duties with integrity and competence, which may be above and beyond what may otherwise be required by law, including but not limited to the following:

A. I shall help create and maintain an atmosphere of professionalism, respect and civility where individual Directors, District staff and the public are free to express their ideas and strive to work together to their full potential.

B. I shall conduct my personal business and public affairs with honesty, accuracy, integrity, fairness and respect for others.
C. I shall keep the common good of the Mission Springs Water District and those it serves as my highest priority and focus on achieving constructive solutions for the benefit of the District and the public.
D. I shall avoid and discourage conduct which is harmful to the best interests of the Mission Springs Water District.
E. I shall respect the decisions of the Board of Directors, acting through its majority, including its policies and procedures, and avoid utilizing the District's financial resources in a wasteful manner.
F. I shall not interfere with the orderly progress of District Board meetings or the meetings of its committees;
G. I shall not interfere with the execution by the General Manager of his/her powers and duties or give direction, assignments or orders to his/her staff without the General Manager's prior consent;
H. I shall be accurate and truthful when communicating as a Board Member of the District, including communications about District issues, activities and/or business;
I. I shall treat all people with whom I come into contact in a professional and respectful manner and consistent with the way I wish to be treated by others.

(Res. No. 2024-09, 5-20-2024)

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Title 3 – PERSONNEL

Chapter 3.01 – GENERAL PROVISIONS

Section 3.01.010 – General Provisions (Rule 1)

A. General Manger

1. Pursuant to Water Code Sections 30580 and 30581, the General Manager is to manage the day-to-day operations of the District. The Board holds the General Manager accountable for the effective operational management of the District.
2. General Manager has been delegated management authority over District employees and has the authority to reasonably exercise his/her discretion to override any rule stated herein in order to protect the health and safety of the District's employees or customers or in response to exigent circumstances.

B. Non-Discrimination; Fair and Equal Employment

1. The District prohibits unlawful discrimination based on any characteristic protected by law. Protected characteristics are race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making, gender, gender identity (including transgender identity), gender expression (including transgender expression or because an individual has transitioned or is (or is perceived to be) transitioning to live as the gender with which they identify, sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act, if applicable), the use of marijuana off the job and away from the workplace, military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as a disability or sincerely-held religious belief, practice, or observance, or any other characteristic protected by local, state, or federal laws. The District is an Equal Opportunity Employer and fully complies with applicable laws, rules and regulations including but not limited to Title VII, Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.); and the California Fair Employment and Housing Act (Government Code Section 12920, et seq.).
2. The District prohibits any form of unlawful discrimination against any applicant or employee. The District also prohibits the harassment of any employee or

applicant on any of the bases listed above and prohibits retaliation against any such individual who reports any discrimination or harassment, or who participates in an investigation of any complaint of discrimination or harassment.

3. For information about the types of statements and/or conduct that constitute impermissible harassment, and the District's internal procedures for addressing complaints of unlawful harassment, discrimination or retaliation, please refer to Rule 33 of these Rules.
4. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every manager, supervisor, and employee to conscientiously follow this policy. All employees are required to comply with federal and state laws, and these Rules, regarding non-discrimination, and fair and equal employment, and violation of this Policy may subject the employee to disciplinary action up to and including discharge. Any employee with any questions regarding this Policy should discuss them with the General Manager or Human Resources. (Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-01, 01-18-2021; Res. No. 2024-18, 06-17-2024)

Section 3.01.020 – Code of Ethics (Rule 2)

A. Outside Relations/Media Contact
   1. Employees are not permitted to grant interviews to any media outlet (i.e., television, newspaper or radio station) regarding District business, its' employees, Board of Directors, outside vendors, clients or consultants. Requests of this nature are to be forwarded to the General Manager or his/her designee for handling.

B. Specific Conduct and Responsibilities
   1. Use of Official Position – Official positions shall not be used by District employees for personal gain. Public influence and confidential information must never be used for personal advantage and shall not be released without authorization by the General Manager and/or District legal counsel.
   2. Conflict of Interest – Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the legitimate business interests of the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or Human Resources for clarification. Any exceptions to this guideline must be approved in writing by the General Manager.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

a. Engaging in self-employment in competition with the District;
b. Using proprietary or confidential District information, such as District trade secrets, for personal gain or to the District's detriment;
c. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, [except that ownership of less than (2.5%) of the publicly traded stock of a corporation will not be considered a conflict];
d. Using District property or labor for personal use;
e. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District;
f. Committing the District to give its financial or other support to any outside activity or organization; or
g. Developing a personal relationship with a subordinate employee of the District or with an employee of a competitor, supplier, or customer that might interfere with the exercise of impartial judgment in decisions affecting the District or any employees of the District.
h. Engaging in any other work that interferes with work for MSWD.

If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to Human Resources. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may exist, which requires full disclosure to the District.

Part-time employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor.

Failure to adhere to these guidelines, including failure to disclose any conflicts or to seek an exception may result in discipline, up to and including termination of employment.

3. Gratuities and Gifts – No employee shall accept or solicit, directly or indirectly, anything of economic value as a gift, gratuity, favor, entertainment or loan which is or may appear to be payment for services rendered in the capacity as a District employee or designed to influence official conduct, particularly from a person who is seeking to obtain contractual or other business or financial arrangements with the employing department, or who has interests that might be substantially affected by the performance or non-performance of the employee’s duty. Seasonal

gifts may be received by employees and/or District departments; but all such gifts shall be contributed by the receiving employee or department to a pool, drawing, or made available to all employees of the District. These types of gifts are to be forwarded to Human Resources for use at District events. All employees shall also comply with all applicable procedures and requirements regarding the acceptance, disclosure and/or reporting of gifts set forth in State law, including but not limited to, the California Political Reform Act (California Government Code Section 81000, et seq.) and the implementing regulations adopted by the California Fair Political Practices Commission ("FPPC") (including without limitation, FPPC regulation 18944.2, or as such regulation may be amended from time to time), and California Government Code Section 1090. Questions regarding gratuities and gifts should be addressed to the employee's Department Director, or the General Manager. Advice regarding applicable FPPC regulations may be obtained by contacting the FPPC directly at 1-866-ASK-FPPC (1-866-275-3772).

4. Use of District Property – No employee shall use any District property directly or indirectly for personal gain, profit or advantage, or for non-District purposes. Employees shall also comply with Rules 4 and 5 regarding District property.
5. Use of Office or Influence
    a. No employee shall use his/her office, authority or influence to obtain change in position or compensation.
    b. No employee shall directly or indirectly use, promise, threaten or attempt to use his/her office, authority or influence, to secure, or to obstruct, or prevent another person from securing any position, nomination, confirmation, promotion or change in compensation or position with the District, upon the condition that his/her vote or another's vote, influence or action shall be given or used in behalf of, or withheld from any candidate, officer, or party, or upon any other corrupt condition or consideration. (Government Code Section 3204.)
6. Solicitation – No employee shall directly or indirectly solicit political funds or contributions from other employees of the District. The employee, however, is not prohibited from communicating through the mail, or by other means, requests for political funds or contributions, to a significant segment of the public which may include officers or employees of the District. (Government Code Section 3205.)
7. District Expense Reimbursement Policy and Policy on Use of District Resources – In addition to Sections 1 through 6, of this Rule, every employee designated by the General Manager as subject to the District's "Policy Regarding Expense Reimbursement and Use of Public Resources", shall comply with such policy as it is presently in effect and may be amended from time to time by Resolution of the Board of Directors.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.01.030 – Security: Confidential Information (Rule 3)

A. General Provisions
   1. The District has a vital interest in protecting its employees, their property and the property of the District. Proper security depends on the cooperation of the entire work force. Accordingly, all employees are expected to comply with the District's security regulations. Any breach of security should be reported promptly to Human Resources and/or the employee's Supervisor.

B. Confidential Information
   1. "Confidential Information" means all information, not generally known, belonging to, or otherwise relating to the business of the District or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. "Personal Identification Information" includes individually identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the District regarding an individual's personal identity. There are laws in the United States and other countries that protect certain types of Personal Identification Information, and employees should not disclose such protected Personal Identification Information about other individuals to any third party or from one country to another without prior managerial approval.

      Confidential information includes, but is expressly not limited to:
      a. Home addresses and telephone numbers of employees and/or customers;
      b. Information and documentation pertaining to computer or other electronic software, security passwords or codes;
      c. Information relating to the District's administration of employer-employee relations, and the preparation, gathering and analysis of information about, or present management positions with respect to, employer-employee relations or other information that is used to contribute significantly to the development of management positions, on such areas as collective bargaining, negotiations, finances, and grievances;
      d. Personnel files and records, social security numbers, benefit information, performance reviews and evaluations, medical information and medical records, and other personnel information;
      e. Any information, data, documentation and information of any nature, or stored, created or maintained in any form, concerning or constituting matters protected within the scope of any legally recognized privilege, including but not limited to trade secrets, the attorney-client privilege, the attorney work product privilege, and documents pertaining to litigation; and
      f. Any other communications or documentation deemed confidential by the General Manager.

Given the nature of the District's business, protecting Confidential Information and Personal Identification Information is of vital concern to the District. This information is one of the District's most important assets. It enhances the District's opportunities for future growth, and indirectly adds to the job security of all employees.

While employed by the District, employees must not use or disclose any Confidential Information or Personal Identification Information that they produce or obtain during employment with the District, except to the extent such use or disclosure is required in connection with performing their jobs. Employees may not use or disclose Confidential Information or Personal Identification Information for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of Confidential Information or Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability. Nothing in this Guideline restricts an employee from discussing his or her wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

2. Confidential information shall not be released to third parties, removed from District premises, or shared with other District employees or officials, without permission of the General Manager or District legal counsel.
3. Employees whose job classifications are defined by the District as “confidential” have special standards and rules of confidentiality associated with their positions, which must be strictly observed by such employees. Such rules apply to disclosure of confidential personnel information, legal communications, and any communication deemed confidential by the General Manager.

The security of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times.

4. On termination of employment, whether voluntary or involuntary, all District documents, computer records, and other tangible District property in the employee's possession or control must be returned to the District immediately.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.01.040 – District Property (Rule 4)

A. Definition – As used in this Rule, “property” means all hard and digital files, supplies, equipment, tools, offices, desks and furniture of any kind, closets, lockers, file cabinets, storage facilities, rooms, facilities, buildings, structures, and vehicles, including any such property owned, leased or otherwise provided by the District to any employee.

B. District Keys and Codes – Any employee in possession of any District keys or security or access codes to District property shall not permit them to be used by unauthorized persons or duplicated, and all keys and codes shall be turned in to the District upon request or upon separation from employment. District keys shall not be copied by any employee.

   District security and access codes shall not be provided, released or disclosed to any other person without the prior consent of the General Manager or Human Resources. Security and access codes shall not be stored on any personal computer equipment of any employee. Any employee who loses any District key or code shall immediately report such loss to his/her Department Head and Human Resources.

C. District Property – Every District position requires the use of District property. It is each employee's responsibility to maintain District property in the best possible condition, make the most economical use of equipment, tools and supplies, and to see that all tools, equipment and unused supplies are returned to the District after use. District supplies, materials and equipment may not be used for personal purposes or for purposes unrelated to District business.

D. Personal Use of District Telephones – District phones may be used for limited personal use by District employees making local calls during breaks or non-working time. In emergency situations, long distance calls may be made as long as the user charges the call to his/her phone credit card or home phone number.

E. District Vehicles – Use of vehicles shall comply with Rule 21 Vehicle Policy and Procedure.

F. No Expectation of Privacy – In accordance with Rule 5, below, employees shall not have any reasonable expectation of privacy on any District property, including in any telephone system, or in any telephone calls made on any District telephone, including any personal calls. The District shall have the right at all times to access, monitor and inspect any District telephone, telephone system, and the contents of any call made or received thereon. The District shall further have the right to access and inspect any and all other District property at any time, as provided in Rule 5, below. Use of District property shall comply with Rule 5, below.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.01.050 – Use of Electronic Media: District Right of Access and No Expectation of Privacy (Rule 5)

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the District reserves the right to advise appropriate legal authorities of any violation of the law by an employee.

A. Technology Resources Definition – Technology Resources consist of all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; tablets; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

B. Authorization – Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources are authorized to access and use the necessary technology. Additionally, employees must successfully complete District-approved training before they are authorized to access and use the District's Technology Resources.

The District's Technology Resources are to be used by employees during working time only for the purpose of conducting District business. Employees may, however, use the District's Technology Resources for the following incidental non-work-related uses during nonworking time as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, and does not violate any District policy:

1. To use the telephone system for brief and necessary calls;
2. To send and receive necessary and occasional communications;
3. To prepare and store incidental data (such as personal calendars, personal address lists, and similar incidental data) in a reasonable manner; and
4. To access the Internet and personal social media sites for brief personal searches and inquiries during meals, breaks, or other nonworking time, provided that employees adhere to all other usage policies.

The District assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the District's Technology Resources. The District accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any District property. The District strongly discourages employees from storing any personal data on any of the District's Technology Resources.

~~C. Improper Use~~

~~E.~~D. No Reasonable Expectation of Privacy – Although the District does not wish to examine personal information of its employees, on occasion, the District may need to access its Technology Resources including computer files, electronic mail messages, and

voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to confirm compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

~~F.~~E. Passwords – Certain of the District's Technology Resources can be accessed only by entering a password or using login credentials. Passwords and login credentials are intended to prevent unauthorized access to information. Passwords and login credentials do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain passwords or be provided with login credentials for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords and login credentials as confidential. Employees must not share passwords, or forward login credentials unless authorized by the Innovation and Technology Manager and must not access coworkers' systems without express authorization.

~~G.~~F. Data Collection – The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

1. Telephone Use and Voicemail: Records are kept of all calls made to and from a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.
2. Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.
3. Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.
4. Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
5. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

~~H.~~G. Deleted Information – Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all

files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with District policy regarding retention or destruction of information.

~~I.~~H. The Internet and On-Line Services – The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could reasonably adversely affect any individual, group, or entity.

Additionally, employees may not use the District's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (i.e., "blogs"), social networking Web sites, newsgroups, discussion groups, or non-District email groups, except in accordance with the District's Blogging Policy. These actions will likely generate junk electronic mail and may expose the District to liability or unwanted attention because of comments or other contributions that employees may make. The District strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with the District, and to use such accounts at home on their own personal computer, except as allowed by law.

~~J.~~I. Online Monitoring – The District monitors both the amount of time spent using online services and the sites visited by individual employees. The District reserves the right to limit such access by any means available to it, including revoking access altogether. The District, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by the District or its technology provider.

~~K.~~J. Confidential Information – The District is very sensitive to the issue of protecting confidential information of both the District, business partners, vendors, or customers ("Confidential Information"). Confidential Information includes all confidential and personal information covered by the District's guideline in Rule 3, Section B above regarding “Confidential Information.” Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District's Technology Resources.

Confidential Information should not be accessed through the District's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information

transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

Employees should adhere to District's security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

~~L.~~K. Software Use

1. License Restrictions – All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by any means of transmission, unless authorized in writing in advance by the General Manager or designee (e.g., the Innovation and Technology Manager) and thoroughly scanned for viruses or other malware prior to installation.
2. Software for Home Use – Before transferring or copying any software from a District Technology Resource to another computer or other device, employees must obtain written authorization from the General Manager or designee. It is the employee's responsibility to adhere to applicable licensing requirements, including not making or distributing unauthorized copies of software to others. Upon departure from the District, it is the employee's responsibility to remove all District software from non-District computers and other devices on which District software has been installed. If an employee sells or otherwise transfers out of his or her own possession or controls his or her own personally owned computer, he or she must delete all District software prior to such sale or other transfer. Please ask the General Manager or designee (e.g., the Innovation and Technology Manager) for assistance if needed.
3. Security – The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering with or disabling any of the District's security devices will be subject to discipline up to and including termination.

   Moreover, the District reserves the right to advise appropriate legal authorities of any violation of law by an employee that results in the misappropriation, theft, or unlawful use of District's property or proprietary information.

To maintain the effectiveness of the District's security measures, employees should use only secure networks established by the District to access or use Confidential Information. Such information may not be downloaded, stored, or copied onto any non-District equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval from the General Manager or designee (e.g., the innovation and Technology Manager). If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all Confidential Information they received, including any and all copies thereof. Similarly, employees may not send Confidential Information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the General Manager or designee (e.g., the Innovation and Technology Manager).

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to District management.]

4. Remote Access to Technology Resources – The District may, at its sole discretion, provide certain employees with remote access systems such as a laptop, smartphone, tablet, or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all District-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes District-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must notify the General Manager or designee (e.g., the Innovation and Technology Manager). If District-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. The District-provided remote access system should only be used for District-related business. The District may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any District-issued remote access systems in accordance with District's "District Property" policy.

The District does not expect or require employees to work on tasks (including e-mail, work product, etc.) during meal periods or after scheduled working times. Any and all use of remote access systems shall be made in compliance with District's "Hours of Work, Overtime, And Pay Day policy."

Use of public or home networks, such as unencrypted Wi-Fi networks, can be a threat to the security and reliability of the District's Technology Resources. Accordingly, employees must only access District Technology Resources via means that are specifically approved by the General Manager or designee (IT Manager).

5. Use of AI – The General Manager or his designee may establish and implement staff guidance related to the use of Artificial Intelligence (AI), including but not limited to ChatGPT, to ensure the responsible use of AI technologies within the District. Employees are expected to understand and adhere to any such policies. Any staff actions or behaviors that may compromise the integrity, security, or reputation of the District or its assets are strictly prohibited. This includes but is not limited to, the misuse of AI technologies, unauthorized access to AI systems, and any activities that could potentially harm District operations or stakeholders. Employees are expressly prohibited from inputting confidential or sensitive information into an AI platform, or from utilizing AI in any way that might compromise District information, property, and/or reputation.

~~M.~~L. Electronic Mail Guidelines – Employees are expected to use sound judgment with respect to the use of the District's electronic mail ("e-mail"). All employees should adhere to the following with respect to use of e-mail:

1. Always ask before sending an e-mail if it is the appropriate medium of communication. When communicating about a sensitive subject, consider whether e-mail is the appropriate medium or whether using the phone rather than e-mail might be more appropriate (but keep in mind that voicemail is similar to e-mail; voicemail may be stored on a computer server and may be forwarded to third parties).
2. Use the "front page" test. Assuming that e-mail is the appropriate medium of communication, each e-mail should be treated as a formal written document. Do not write anything in an e-mail that could not be printed on the front page of the newspaper. Off-the-cuff, sarcastic, or angry comments can come back to haunt the author.
3. E-mail is part of the workplace environment. E-mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in communicating via e-mail as they would when communicating in person or in letters. Offensive e-mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate e-mail.

4. Provide context. As with other forms of communication, there is a risk that an e-mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply e-mail relates.
5. Know your audience. When sending an e-mail, always double-check to whom the e-mail is addressed, especially when using the "reply to all" button. Ask whether it is appropriate for each addressee to receive the e-mail and whether sending the e-mail to a particular addressee will result in the unauthorized disclosure of Confidential Information. If in doubt, remove the doubted addressee.
6. Avoid using a home or personal computer for business purposes. If there is any concern that a legal dispute or litigation involving the District and a third party may require producing one's hard drive from a home or personal computer, the employee should not use the device for business-related purposes. E-mail relating to District business, even though stored on a home or personal computer, is recoverable and discoverable in litigation.

~~N.~~M. Audits – The District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the District's Technology Resources may be conducted without warning at any time.

~~O.~~N. Improper Use

~~4.~~1. Prohibition Against Harassing, Discriminatory and Defamatory Use – The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the District's "Policy Against Harassment," the District does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, slurs, jokes, or cartoons).

~~5.~~2. Prohibition Against Violating Copyright Laws – Employees shall not use the District's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

~~6.~~3. Other Prohibited Uses – Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, for pecuniary

gain, or in any way that discloses trade secrets or other confidential or proprietary information of the District, business partners, vendors, or customers.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2024-24, 09-16-2024)

Section 3.01.060 – Relationship of Employees of the District: Nepotism (Rule 6)

A. Policy – It is the policy of the District not to discriminate in its employment and personnel actions with respect to its employees and applicants for employment on the basis of marital status, blood or other types of relationship. No employee or applicant for employment shall be improperly denied employment or benefits of employment on the basis of his/her marital status.

B. Definition – Marital status is defined as an individual's state of marriage, non- marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state. Relationship shall include, for purposes of this Rule, any marital or blood relationship or any other relationship similar to blood or marital relationship, as when an employee is the immediate family member (as defined as an employee's spouse, mother, father, brother, sister, half-brother or sister, children, step-children, grandparents, in-laws, aunt, uncle, niece, nephew, foster children or legal wards, legal guardians, domestic partners, and children of a domestic partner.) of another employee of the District.

C. Management Rights – Notwithstanding the above provisions, the District retains the following rights:
    1. To refuse to permit one (1) party to a relationship to be under the direct supervision of the other party to the relationship, where such employment has the potential for creating an adverse impact on supervision, safety, security or morale.
    2. To refuse to permit both parties to a relationship to work in the same department, division or facility where the Appointing Authority determines that such employment has the potential for creating an adverse impact on supervision, safety, security or morale, or where such employment involves potential conflicts of interests or other hazards greater for persons in such a relationship than for other persons.

D. Employment of Family Members – The following provisions shall govern the employment of the immediate family of any official or employee of the District:
    1. Members of a District official's immediate family shall not become employed by the District during the official's term of office. For purposes of this provision, District officials means the General Manager, elected officials or Board-appointed officials in the area/department in which the appointed official is serving.
    2. No person shall be appointed or promoted to a position in any department in which such person's relative already holds a position, when such employment would result in any of the following:
        a. A supervisor-subordinate relationship.

b. The employees having job duties which require performance of shared duties on the same or related work assignment.
c. Both employees having the same immediate supervisor.

3. If a District employee marries another person employed by the District (or becomes the domestic partner of another person employed by the District) within the same department, both employees shall be allowed to retain their respective positions provided that a supervisorial relationship in the two (2) positions does not exist at the time of marriage or establishment of the domestic partnership. For the purpose of this Section, a supervisorial relationship shall be defined as one in which one (1) person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.
4. If two (2) employees marry, become related or become domestic partners, and the potential problems noted above exist, only one (1) of the employees will be permitted to stay with the District unless reasonable accommodations can be made to eliminate the prohibition set forth in Subsection 2. herein. The decision as to which relative will remain with the District must be made by the employees within sixty (60) days. If no decision has been made during this time and if continuing employment of both spouses cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one (1) spouse or domestic partner from District employment. Absent resignation by one (1) affected spouse or domestic partner, the less senior of the involved spouses or domestic partners will be subject to separation; and the same shall not constitute discipline and shall not be subject to any administrative appeal.

E. Eligibility List – When an eligible candidate is refused appointment by virtue of this Section, the name of the candidate shall remain on the eligibility list for openings in the same classification, where no relative is employed, supervised by, or supervising the vacant position. In no case may an employee participate directly, or indirectly, in the recruitment or selection process for a position for which the employee's relative has filed an employment application.
F. Prospective Application – This Section shall apply prospectively and is not intended to affect any employment in existence and in compliance with the District's Personnel Rules on the effective date hereof.
G. Discrimination – Any employment action which must be taken pursuant to this Rule because of a problem with supervision, safety, security, or morale shall be taken in a non-discriminatory manner. Determinations made pursuant to this Rule shall be made on a case- by-case basis. In making any determination pursuant to this Rule, Human Resources may take into account all relevant factors concerning each employee involved in a covered relationship, including job duties, history of employment and potential for advancement within the District service.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.01.070 – Workplace Safety (Rule 7)

Each employee shall comply with CAL/OSHA safety laws, rules, and regulations, and with any and all other safety rules, regulations, ordinances and statutes pertaining to his/her position or job classification. All employees shall follow safe practices, use personal protective equipment as required, render every possible aid to safe operations and report all unsafe conditions or practices to his/her immediate supervisor or department head immediately upon knowledge of the unsafe conditions or practices.

A. Workers' Compensation – An employee sustaining an injury or illness arising out of or in the course of employment with the District, shall be compensated by the ACWA/JPIA Worker's Compensation Insurance Fund. No compensation is made by the Fund for the first three (3) days absent from work. In order to be compensated, the claim must be accepted as valid by the ACWA/JPIA Workers' Compensation Insurance Fund or by the ACWA/JPIA Workers' Compensation Appeals Board. The treating physician must file a report with the ACWA/JPIA Workers' Compensation Insurance Fund as required by law.

   The District's designated doctor will be used for treatment. In the event of extended treatment, the employee may request a personal doctor be used after thirty (30) days under the care of the District's designated doctor unless a written request is on file with Human Resources. Such a request must be in the employee's personnel file prior to the time of any injury or illness and the requested doctor must be able to treat the type of injury present at the time of injury or illness.

   Employees must submit to HR Work Status reports after each medical visit. The District strives to coordinate the submission of Work Status reports with employees' medical providers. However, in the event the employees' medical providers fail to submit Work Status reports on behalf of the employees, the District will require employees to do so themselves. Reports should be submitted via email or hard copy within 48 hours after each medical visit. Failure to submit Work Status reports on a timely basis may result in employees' accommodations and/or leaves of absence being adjusted.
B. Workers' Compensation Disclaimer Notice – Mission Springs Water District or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arise out of voluntary participation in any off-duty recreational, social, or athletic activity which is not part of the work-related duties.
C. An employee's workers' compensation absence and Family Medical Leave entitlement will run concurrently when the work-related injury or illness is one that meets the criteria for "serious health condition" under the Family Medical Leave.
D. Coordination of Benefits – The District coordinates benefits with the Workers' Compensation program in order to ensure that employees receive up to 100% of their normal gross weekly wages during periods when they are unable to work. Employees may substitute any accrued paid leave for any portion of unpaid leave during which the employee receives Workers' Compensation benefits.

In no event shall employees receive more money from Workers' Compensation and District wage replacement benefits than their regular wages.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023)

Section 3.01.080 – No Smoking Policy (Rule 8)

Smoking or vaping of any kind (including but not limited to tobacco and/or cannabis products)~~or vaping of any kind~~ is prohibited in District vehicles, and within twenty (20) feet of any District building/structure. Employees shall be especially attentive to the sensitivities of the public and fellow employees who may object to smoking/vaping. Management reserves the right to limit employees from leaving their work area to smoke/vaping except at break and lunch time. However, employees should use reason and discretion in the frequency of leaving the work area to smoke/vape.

It is also a violation of California law for any person to smoke in a vehicle where minors are present. As such, any employee who smokes in a District vehicle while a minor is present may also be subject to criminal liability.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2024-24)

Section 3.01.090 – Dress and Grooming Standards (Rule 9)

The District considers the presentation of the District image to its customers, suppliers, and the public at large to be extremely important. Since the District's product includes service, and excellent service can only be provided through its employees, the District not only seeks good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. Accordingly, while the District has no formal dress code, it expects all employees to dress in a manner consistent with good hygiene, safety, and good taste. Employees are expected to wear apparel the District considers appropriate for work. District management, in its reasonably exercised discretion, determines whether employees are appropriately dressed and groomed for work.

A. Non-Uniformed Office and Field Personnel
    1. Employees should dress and be groomed according to the requirements of their position. Without unduly restricting individual tastes, the following personal appearance guidelines must be followed:
        a. Hair should be maintained so as not to interfere with job duties or jeopardize safety in the workplace;
        b. All apparel shall be clean and in good condition. Examples of appropriate dress for office work may include: slacks, trousers, jackets, shirts (including "Polo" type shirts), sweaters, skirts, blouses and dresses.
        c. Denim jeans are appropriate for job classifications performing routine field assignments or tasks requiring physical labor (i.e., cleaning, moving furniture, equipment maintenance, filing for long-term storage), with prior approval of the Department Head.

2. Inappropriate dress includes but is not limited to, casual or souvenir T-shirts or sweatshirts, tank tops, warm up or jogging ensembles/exercise wear, shorts, spandex-like skintight leggings or tight-fitting pants, ripped, faded, bleached, or revealing clothing. Clothing that is excessively tight, short, or otherwise revealing is also considered inappropriate and shall not be worn to work. Extreme hairstyles, facial and torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours; visible excessive tattoos and similar body art must be covered during business hours. Footwear such as sandals that would not ordinarily be worn with professional clothing (e.g., gladiator sandals), thongs, and slippers are considered unacceptable.
3. All inappropriate dress shall be brought to the attention of supervisor, Department Head, and/or Human Resources immediately. If, in the opinion of Human Resources, an employee is not adhering to the intent of this policy, the person will be informed that he/she must dress in accordance with the policy. In severe cases, the Department Head shall send the person home to change. The time away from work shall not be considered hours worked. An employee may use vacation, optional, or compensatory time for such time away from work.

B. Uniforms
1. Those employees provided with uniforms shall wear their uniforms when at work. Uniforms shall not be worn when off duty, except for traveling to and from work. It is recognized that employees may have to make brief stops on the way to and from work to take care of personal business; however, uniforms shall not be worn in businesses or locations which would create a negative impression, such as bars or nightclubs.
2. Uniforms shall be neat, clean and in good condition at the start of the work shift. They shall not be altered inappropriately and shall be worn as they are designed to be worn.
3. Where required, steel-toed boots or carbon-toe boots that meet OSHA and ASTM safety requirements shall be worn on first day of work and every day of work thereafter.
4. Field staff will generally receive up to the following: thirteen (13) shirts, thirteen (13) pants, one (1) blue jacket, and one (1) orange safety jacket.
5. Uniform shirts shall be tucked in.
6. Front Office/Customer Service Representatives (CSR) will generally receive up to the following: five (5) polo shirts, one (1) cardigan, and one (1) jacket.
7. Front office/CSR shall wear uniform shirts Monday – Thursday. On Fridays, front office/CSR staff may dress in a more business casual fashion. Staff is expected to still look professional and present a neat appearance.
8. Human Resources maintains sole discretion to determine whether an employee's outfit violates dress code and may send an employee home to change.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022, Res. No. 2024-18, 06-17-2024)

Chapter 3.02 – CLASSIFICATION, RECRUITMENT, AND APPOINTMENT

Section 3.02.010 – Types of Appointment/Appointment Process (Rule 10)

A. Types of Appointment – All vacancies in the competitive service shall be filled by transfer, promotion, re-employment, reinstatement or from eligible applicants certified by Human Resources from an appropriate employment list, if available. In the absence of people eligible for appointments, provisional appointments may be made in accordance with these Rules. In addition, the District may make seasonal, temporary, and emergency appointments.

   "Classification" means each position in the competitive service that has a designated title, a specific statement of the duties required to be performed by the employees in such position, and an established wage range for such position.

B. Certification of Eligible Applicants – Insofar as practical and consistent with the best interests of the District, vacancies in the competitive service shall be filled by promotion. If in the opinion of the Appointing Authority, it is in the best interest of the District to fill a vacancy by an open competitive examination instead of a closed promotional examination, then Human Resources will seek applications for the vacancy and arrange for an open competitive examination. If an appointment is to be made from an employment or promotional list, the names of all persons willing to accept employment shall be certified.

C. Veteran's Preference – If two (2) candidates on the eligibility list are identically qualified, preference will be given to a candidate who is a veteran.

D. Appointment – The Department Head shall select the applicant to be appointed. Human Resources shall conduct a background investigation. The name of the applicant shall then be sent to the General Manager for appointment. Upon approval of the General Manager, Human Resources will make a final or contingent offer of employment to the applicant. The offer may be contingent upon the applicant's successfully passing a physical or psychological examination or further background investigation. The person accepting the appointment shall report to Human Resources for processing on or before the day of appointment. He/she shall be deemed appointed upon signing the appropriate personnel action forms. The following types of appointments may be made:

   1. Regular Employee – A regular employee is one who has successfully completed the probationary period and is employed full-time or part-time. A full-time regular employee receives all fringe benefits provided to that employee's classification pursuant to these Rules.
   2. Emergency Employee – Emergency employees are not part of the competitive service and are at-will employees. As such, emergency employees are subject to discharge without prior notice or cause, and without any right of appeal. Emergency employees are not eligible for and shall not receive any fringe benefits provided to District employees other than Workers' Compensation insurance.

3. Seasonal Employee – Seasonal employees are appointed in the same manner and are subject to the same procedure as regular employees except that they will be laid off no later than the close of the season for which they have been appointed. Seasonal employees are not in the competitive service and are at-will employees. As such, seasonal employees are subject to discharge without prior notice or cause, and without any right of appeal. Seasonal employees are not eligible for and shall not receive any fringe benefits other than Workers' Compensation Insurance
4. Student Employee – Student employee or intern appointments afford students of public administration and other professional areas an opportunity to gain actual work experience. Such appointments require the approval of the General Manager. Student employees are not in the competitive service and are at-will employees. As such, student employees are subject to termination without prior notice or cause, and without any right of appeal. Student employees are not eligible for, and shall not receive, any fringe benefits other than Workers' Compensation Insurance.
5. Temporary Employee
    a. Temporary appointments, filled by employees other than provisional employees, shall not exceed 960 hours in any fiscal year. Whenever there is a need for a temporary appointment, the Department Head with such need shall describe the specific need and duration in a written request to the General Manager. Upon approval, Human Resources shall provide to the Department Head either an employee from a temporary placement agency or an eligibility list of interested applicants. Part-time temporary employees are not eligible for and shall not receive any fringe benefits other than Workers' Compensation Insurance or other benefits as required by law.
    b. If the applicant is actually hired by the District in a full-time temporary capacity, he/she shall complete the same hiring process as any employee in the competitive service. Time spent under temporary appointment shall not be credited to the probationary period or be used for computing any privileges accruing under these Rules nor count toward seniority for any purpose.
    c. Temporary employees are not part of the competitive service and are at-will employees. As such, temporary employees can be terminated at any time without prior notice or cause, and without any right of appeal.
6. Probationary Employee – Probationary appointment is for the first two thousand eighty (2,080) hours (usually one year) of actual and continuous employment. Probationary employees are provided with benefits as set forth herein. Probationary employees are at-will employees and can be terminated at any time without prior notice or cause, and without any right of appeal. The probationary period may be extended per Rule 11, or otherwise in accordance with these Rules.

7. Provisional Employees – An existing employee may receive a provisional appointment on a temporary basis, to fill a position until a probationary appointment may be made. Provisional appointments shall be for periods no less than two (2) weeks nor longer than nine hundred sixty (960) hours in any twelve-month period and shall be made in accordance with Subparagraph 5 above. Time spent as a provisional employee shall not be included in determining seniority under any provision of these Rules.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2023-16, 07-17-2023)

Section 3.02.020 – Probation (Rule 11)

A. Introductory Period – The District attempts to hire the most-qualified employees for each position. To ensure this, the District provides for an introductory period of employment for the employee to assess the District and the job content, and for the District to evaluate the new employee and his or her job performance. All new employees and existing employees who are new to a position must complete to the District's satisfaction a 1-year introductory period beginning with the date of initial employment, demotion, promotion or lateral transfer to a position which the employee has not previously held. Employees who are demoted, promoted, or transferred to a position which the employee previously held and for which the employee previously completed the probationary period, are not required to complete another probationary period. During the introductory period, an employee may be discharged by the District “at will” for any reason and without advance notice. Similarly, the employee may resign employment for any reason without advance notice during this period. A performance review will be conducted by the employee's supervisor before the introductory period is completed.

   At the District's discretion, an employee's introductory period may be extended one or more times. Employees earn vacation and accrue paid sick time from the first day of employment. On successful completion of the introductory period, an employee will become a regular employee. Successful completion of the introductory period does not, however, guarantee employment for any specific duration or change the at-will status of regular employment.

B. Rejection Following Demotion, Promotion, or Transfer – Any probationary employee rejected during or at the conclusion of a probationary period following a demotion, promotion, or lateral transfer shall be reinstated to the position from which the employee was transferred or promoted unless:
   1. Disciplinary charges are filed, and the employee is dismissed from employment in the manner provided in these Rules; or
   2. The former position is no longer available.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.02.030 – Promotion (Rule 12)

A. A vacancy may be filled by promotion at the discretion of the General Manager.
    1. In the event an employee is promoted on his/her anniversary date, he/she shall first receive any within-range increase he/she has earned first and then the promotional salary adjustment provided.
    2. Upon promotion a new anniversary date shall be established for the purposes of performance evaluation, eligibility for future step increases, as of the effective date of the promotion. Upon reclassification, the General Manager will determine whether the employee in the newly reclassified position will need to serve a new probationary period.
B. An employee who has been promoted to a higher classification (or demoted to a lower classification in which they have not completed the required probationary period), shall serve a twelve (12) month probation for the classification. At the Department Head's discretion, an employee may have their probationary period extended by up to six additional months. An employee who fails probation in a classification to which he/she has promoted into will be entitled to be returned to their former class if there is a vacant and budgeted position available in the classification. The employee does not have the right to bump out a current employee who has filled his/her previous position.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022)

Section 3.02.040 – Layoff Policy and Procedure (Rule 13)

A. Statement of Intent – Except as otherwise determined by the Board of Directors in accordance with Paragraph I of this Rule, the General Manager may layoff, transfer or demote any employee without disciplinary action and without any right of appeal, on the grounds and according to Paragraphs B through H of this Rule and as otherwise provided in these Rules. The General Manager may not delegate this power.
B. Notification – Whenever possible, employees to be laid off shall be given at least fourteen (14) days' written notice of layoff.
C. Vacancy and Demotion – Except as otherwise provided, whenever there is a reduction in the work force, the Appointing Authority shall first demote any regular employee to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with Paragraph E herein below is qualified. All persons so demoted shall have their names placed on the re-employment list.
D. Employee Rights – A regular employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had regular status and for which the affected employee meets the minimum qualifications for the position. Probationary employees, emergency employees, temporary employees, provisional employees and/or seasonal employees affected by layoffs shall not have any displacement or bumping rights.

E. Seniority and Order of Layoff – Layoffs shall be by classification. Seniority, for purposes of layoffs, shall be determined first by time in the classification and, if time in the classification is equal, then by time in the Department. Before any full-time, permanent employees are laid off, the District shall first lay off all temporary and part-time employees within the affected employee classification.
    1. In order to retreat to a former or lower class, a regular employee must have more seniority than at least one (1) of the incumbents in the retreat class and request displacement action in writing to Human Resources within five (5) working days of receipt of notice of layoff.
    2. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.
    3. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.
F. Employment Status
    1. In each class or position, employees shall be laid off according to employment status in the following order: emergency, temporary, seasonal, provisional, probationary, and regular.
    2. Emergency, temporary, provisional, seasonal, and probationary employees shall be laid off according to the needs of the service as determined by the Appointing Authority. Nothing in this Rule is intended to nor shall modify the at-will status of any such emergency, temporary, provisional, seasonal, or probationary employee.
    3. In cases where there are two (2) or more regular employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of performance and seniority. Employees within the same class shall be ranked for layoff according to performance based on the evaluations on file at least thirty (30) days and no more than twelve (12) months prior to layoff, as follows:
        a. First, all employees whose performance is “unsatisfactory"
        b. Second, all employees whose performance "needs improvement"
        c. Third, all employees whose performance is “satisfactory”
        d. Fourth, all employees whose performance is “very good”, and
        e. Fifth, all employees whose performance is “outstanding”
    4. Employees within each performance category shall be laid off in inverse order of seniority in District service.
G. Re-Employment List – The names of persons holding regular positions who are laid off, transferred or demoted in accordance with these Rules shall be entered upon a re-employment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the Appointing Authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.
H. Duration of Re-Employment List – Names of persons laid off shall be carried on a re-employment list for one (1) year, except that person appointed to regular positions of the

same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse re-employment shall be dropped from the list. Persons re-employed in a lower class or on a temporary basis shall be continued on the list for the higher position for one (1) year.

I. Notwithstanding Paragraph A, whenever, in the judgment of the Board of Directors of the District, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off, transferred, or demoted by the General Manager without disciplinary action and without the right of appeal. Layoff, transfer, or demotion of any such employee shall be undertaken and implemented by the General Manager in accordance with Paragraphs B through H of this Rule.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.02.050 – Reinstatement and Re-employment (Rule 14)

A. Reinstatement – With the approval of the General Manager, regular or probationary employees who have resigned with a good employment record may be reinstated within one (1) year of the effective date of resignation to a vacant position in the same or comparable class. Such employees shall, upon completion of one thousand forty (1,040) hours of continuous service after being rehired, be credited with seniority for the prior service for benefit accrual purposes only. No credit will be earned for the intervening time before being rehired, except as may be required by State or Federal law. The employee's rehire date will be the new date of hire for all other purposes.

B. Re-Employment – Employees who are laid off may be re-employed in their former position. Employees recalled within six (6) months after having been laid off will be credited for their prior service for all benefit purposes. No credit will be accorded for the intervening period between the time of layoff and the time of recall.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Chapter 3.03 – COMPENSATION AND BENEFITS

Section 3.03.010 – Compensation Plan (Rule 15)

A. Compensation – The classification and compensation plan includes the basic salary schedule as adopted by the Board of Directors of the District.

B. Initial Appointment Step – All appointments shall be made at the minimum step within a particular range; however, the General Manager may approve a higher starting rate of compensation at his/her discretion.

C. Anniversary Date – The anniversary date shall be the annual date of hire or the date of promotion. The employee evaluation shall be regulated by these dates.

D. Advancement in Salary – The employee will be considered for a merit increase when probation is completed and on the annual anniversary date thereafter. Merit increases shall be granted only as a result of a written evaluation of continued meritorious service and with the continued improvement by the employee in the effective performance of

the duties of the position held. Increases for acceptable performance shall be no more than five percent (5%). No salary increase shall be made so as to exceed any maximum rate established in the pay plan for the class to which the employee's position is allocated.

E. Consumer Price Index (CPI) – Prepared by the U.S. Dept. of Labor, Bureau of Labor Statistics, an index which determines the rate of inflation. The District uses the CPI for urban wage earners and clerical workers in the Riverside-San Bernardino-Ontario, CA areas.

F. Promotion – Any employee who is promoted to a position having a higher range than the position he/she occupies, shall commence work in the higher range at a step that at minimum is an increase of ten percent (10%) above the base rate the employee was receiving prior to promotion or provisional appointment. The new pay rate will be effective at the beginning of the pay period it takes effect. ("Base rate" is an employee's base hourly rate or salary that does not include other forms of pay, including, but not limited to, overtime, bonuses, or incentive pay).

G. Demotion Pay Rate – When a regular employee is demoted to a position for which the employee is qualified, the employee's salary shall be set at the step rate in the lower pay range which provides the smallest decrease in pay. The new pay rate will be effective at the beginning of the next pay period it takes effect.

H. Pay Periods – All employees shall be paid every two (2) weeks. A pay period is fourteen (14) consecutive days, week 1 starts on a Friday mid-shift with 4 hours and shall end on a Friday mid-shift with 4 hours worked in week 2. Step increases or promotions shall be effective at the beginning of the pay period in which they fall. For alternative work schedules the pay period may be modified to comply with federal and state law.

I. Reclassification
    1. If an employee is reclassified upward, the employee will receive an increase in salary at a minimum of ten percent (10%).
    2. If an employee is reclassified downward, an employee's salary will be frozen (or "Y-Rated") until the compensation for the lower classification exceeds the salary of the employee.

J. Emergency Appointment – Working Out of Class – No employee shall be required to perform duties which are not closely related, both in kind of work and in level of responsibility, to duties formally assigned to positions in his/her class, except on a short term, temporary or emergency basis. Employees who are given an emergency or temporary appointment to a higher classification which involves duties requiring a greater level of skills may be compensated as follows:
    1. To qualify for out-of-class pay, an employee must be assuming substantially the full range of duties and responsibilities of the higher-level position. Out-of- class pay is not authorized, for example, if the organization of a work unit is such that each unit employee carries on his/her normal duties during the temporary absence of a supervisor, without a need for direction which the supervisor would provide on a longer-term basis.

2. The rate of pay shall remain unchanged during the first thirty (30) working days of such assignment. Emergency or temporary appointments must be made in writing and approved by the General Manager.
3. After thirty (30) continuous working days of such temporary assignment, the employee working out-of-class shall be paid at Step A of the higher classification, or a rate one (1) step greater than his/her current rate, whichever is deemed appropriate compensation for the level of duties assigned and performed. The amount of additional pay awarded shall be determined by the General Manager. The higher rate of pay shall be used in computing overtime when authorized overtime is served in a non-exempt, out-of-class assignment; the overtime rate shall be at the rate established by the overtime regulations that apply to the higher class.
4. Time worked out-of-class shall not earn credits toward the completion of probationary requirements in the higher class.

K. Provisional Appointment

1. In the absence of individuals willing to accept appointments from appropriate employment lists, a provisional appointment may be made by the General Manager of a person meeting the minimum training and experience qualifications for the position. Such appointment may be made during the period of suspension, demotion or discharge of an employee; and such vacancy may be filled by the General Manager subject to the provisions of these Rules. A provisional employee may be removed at any time without prior notice or cause, and without any right of appeal. No provisional appointment shall exceed nine hundred sixty (960) hours. Employees appointed on a provisional basis shall not be entitled to a preference in hiring or a right to a regular position.
2. A provisional appointee shall accrue the same benefits as probationary employees. If a provisional appointee is selected for a full-time position with the District in the same position as the employee served in a provisional capacity, the time served as a provisional employee shall be counted as time toward the fulfillment of the required probationary period.
3. No special credit shall be allowed in meeting any qualifications or in the giving of any test or the establishment of any open-competitive promotional list, for service rendered under a provisional appointment.
4. Salary upon provisional appointment shall be the beginning salary in the range, or five percent (5%) above the previous salary, whichever is higher. If the provisional employee is subsequently returned to his/her previous position, the previous salary shall be reinstated, unless an anniversary evaluation has occurred which warrants a merit increase. If the provisional employee is permanently appointed to the provisional position, the salary will be adjusted pursuant to the 10% increase from Section F above.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2023-05, 03-20-2023; Res. No. 2024-18, 06-17-2024)

Section 3.03.020 – Public Employees Retirement System (CalPERS) (Rule 16)

All employees of the District who work at least one thousand (1,000) hours per year are automatically covered by the District's retirement contract with the California Public Employees Retirement System ("PERS"). This benefit begins on the employee's first day of employment. The District currently participates in the 2.7% at 55 Plan for Classic members and 2% at 62 for PEPRA members, with a small contribution by the employee, which is tax deferred.

An employee becomes vested after completion of five years of public service, be it with Mission Springs Water District or another public employer who participated in PERS. Vesting mean funds may be left on deposit for future retirement. Should an employee leave Mission Springs Water District and wish to withdraw their contributions, they may request a refund from CalPERS. The employer contributions are only paid upon retirement.

Employees are able to retire when they have five years of service credit and have attained age 55. The retirement date can be any date chosen; however, the amount of the monthly allowance can be affected. Age determines the benefit factor used in the retirement formula. So, an employee may decide to retire on his/her birthday or at a completed quarter year of age to increase the benefit factor. PERS will calculate the retirement benefits based on three factors, (1) years of service, (2) a percentage factor determined by the age at retirement, and (3) the final average monthly pay rate for the highest three years of work. There is no mandatory retirement age.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.03.030 – Fringe Benefits (Rule 17)

The District currently provides the following fringe benefit programs:

A. Enrollment in Health Insurance, Dental Insurance, Vision Care Coverage, Life Insurance, Employee Assistance Program and Deferred Compensation.
    1. Employees – All employees who are employed on a full-time basis, shall be enrolled in the health, vision, and employee assistance plans sponsored by the District. Regular and probationary employees may enroll eligible dependents in the health plan provided acceptable proof of eligibility is submitted along with enrollment forms. Regular and probationary employees and their dependents shall also be eligible for dental insurance, on the terms and conditions as authorized by the Board of Directors of the District. The District's deferred compensation program is voluntary. Fringe benefits may be altered on a year-by-year basis as the District may see fit. After a 30-day absence, that does not have job protection under any applicable local, state, or federal leave laws ("non-protected leave"), fringe benefits including but not limited to health insurance and life insurance will cease. Employees will be offered COBRA for medical benefits only. Life Insurance coverage will resume once the employee returns to work. Temporary employees who work more than 30 hours per week shall be enrolled

in health insurance. Emergency and seasonal employees are not entitled to health insurance.

a. Initial Enrollment Period: The period in which all new hires (regular benefitted employees) and all temporary employees who become eligible for benefits must enroll in one of the District's health/vision and/or dental plans. The employee will be eligible for health benefits beginning the first day of the month following 30 days of employment.

2. Retired Annuitants

a. Tier One: In accordance with District policy, retired annuitants may be eligible for group health insurance premiums paid by the District until eligible for Medicare benefits, or age sixty-five (65), whichever is earlier, provided that prior to the date of retirement, the annuitant had at least fifteen (15) years of service with the District and reached the age of sixty (60).

b. Tier Two: In accordance with District policy (Resolution 2016-07 adopted 4/18/16), retired annuitants may be eligible for group health insurance premiums paid 50 percent by the District until eligible for Medicare benefits, or age sixty-five (65), whichever is earlier, provided that prior to the date of retirement, the annuitant had at least fifteen (15) years of service and reached the age of fifty-five (55). Eligible retirees who wish to exercise this benefit must give notice in writing to the District within 30 days of their retirement date.

B. Employee Assistance Program (EAP) – Mission Springs Water District cares about its employees' wellbeing. As part of that concern, it has established an Employee Assistance Program (EAP) that provides confidential, professional assistance when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP encourages employees to use services early in the progression of a problem before situations significantly impact work. This is accomplished by promoting services for "normal problems in living " such as relationships, stress, legal and financial problems, career concerns, anxiety and depression. The EAP also services more serious concerns such as alcohol and drug problems, family violence, and threats of suicide. For more information, please see a supervisor, Human Resources, or call the EAP directly at (800) 535-4985.

C. Deferred Compensation Plan – All employees who are employed on a full-time basis, except emergency, seasonal and temporary employees, are eligible for the District's Deferred Compensation Plan. This is a voluntary program. Participation in the Plan is governed by the Plan documents and minute orders of the Board of Directors.

D. Modification – Notwithstanding Paragraphs A and C of this Rule, the District expressly reserves the right, in its sole discretion, at any time and from time to time, to amend,

rescind or delete any and all fringe benefits set forth in these Rules. Such changes may apply to current and/or future employees.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-18, 06-17-2024)

Section 3.03.040 – Training and Development (Rule 18)

A. Policy – An employee may be reimbursed for tuition, textbooks and institutional fees incurred in successfully completing job-related course work and seminars from an accredited educational institution and for courses that are applied towards the completion of one college or university level degree (associate degree or higher) that is relevant to the employee's work for the District. The District will reimburse employees 100% for course-required tuition, texts, and materials upon satisfactory completion of such courses if employees follow the guidelines of this policy. If employees have a financial hardship, with written approval from the General Manager, tuition, texts, and materials may be reimbursed or paid by the District earlier than the completion of the course(s).

Guidelines:

1. Employee must be a full-time regular employee of the District for college or university degree reimbursement, and coursework must be completed during employees' own time and not during District work hours.
2. Employee must be a regular or probationary employee to receive reimbursement for professional development classes and certifications. At the District's discretion, the District may approve completion of professional development classes and certifications during District work hours.
3. All courses and related expenses for which the employee will request reimbursement must receive **prior written approval** from the employee's Supervisor and the General Manager on the District's Educational Assistance Request form. Other than those items listed above, no other reimbursements shall be made.
4. Satisfactory completion is considered a "pass" grade in the case of pass/fail courses. Satisfactory of courses graded on an A through F system or an equivalent method will be reimbursed 100% for a grade of "C" or higher. No reimbursement will be made for a "D" or "F" grade.
5. The maximum benefit per fiscal year per employee shall be $6,000.00. This amount must be submitted, approved and adopted as part of the annual budget for the department in which the employee works before it is disbursed to satisfy the District's reimbursement obligations in this section.
6. If an employee fails to complete or pass a course, the employee must immediately reimburse the District for any advance received from the District for the payment of tuition, texts, and materials.

7. If an employee voluntarily leaves his/her employment with the District within one (1) year of completion of course work, the employee must reimburse the District all funds paid by the District for the employee's course work.

B. Conferences and Seminars – Any employee (does not have to be regular, full-time) may request to attend a conference or seminar and if such request is approved, the District will pay all reasonable costs of travel, meals, lodging, registration or tuition, books and the equivalent number of hours pay per day as if the employee were working his/her regular workday in accordance with this Rule and the District's adopted expense reimbursement policies. The employee may either receive an advance of funds for the conference or reimbursement of funds spent by the employee. The employee should request attendance at the conference or seminar as far in advance as possible but, in no case, any later than two (2) weeks prior to the conference. The employee's request for attendance must be approved by the employee's supervisor, Department Head and the General Manager.

C. Employee Orientation – All new employees and newly promoted employees will be given an employee orientation to their new job duties and the policies, procedures and operation of the department that is appropriate to their positions. It is the department supervisor's responsibility to provide orientation to those new employees or newly promoted employees under their supervision. The orientation shall consist of training in job duties and responsibilities, these Rules, the employee handbook, and the mission, policies, procedures and operation of the employee's department.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2024-18, 06-17-2024)

3.03.050 – Travel Expense Reimbursement (Rule 19)

A. Authorized Expenses – District funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized business of the District. Expenses incurred by employees in connection with the following types of activities generally constitute authorized expenses, and may be reimbursed by the District as long as the other requirements of this policy are met:

1. Serving the needs of the businesses, agency and individual property owner/resident customers of the District;
2. Communicating with constituents in compliance with applicable laws;
3. Communicating with representatives of regional, State and national government on District policy positions;
4. Attending educational seminars designed to improve employees' skill, knowledge, and information levels;
5. Participating in regional, state and national organizations whose activities benefit or affect the District's interests.
6. Recognizing service to the District (for example, thanking a long-time employee with a retirement gift or celebration or award of nominal value and cost);

7. Attending District, community, regional and other events;
8. Gathering facts and information regarding District projects, issues and priorities in other jurisdictions;
9. Implementing a District-initiated strategy for attracting or retaining customers of the District; and
10. Attending meetings such as those listed above, and those set forth on the Affiliate List approved annually by the Board of Directors, for which a meeting stipend is expressly authorized under this policy.

B. Expenses Requiring Prior General Manager Approval
   1. The reimbursement of an expense in excess of fifty dollars ($50.00) for any purpose other than as set forth in Section A hereinabove shall require prior approval of the General Manager;
   2. Payments for international travel;
   3. Expenses which exceed any annual limits established for each employment position.

C. Personal Expenses the District will not Reimburse
   1. The personal portion of any trip;
   2. Political or charitable contributions;
   3. Family expenses, including partner's expenses when accompanying District employees on agency-related business, as well as children-or pet-related expenses;
   4. Entertainment expenses, including theater, movies (either in-room or at the theater), recreational events (including health clubs and massage services) not related to District business, cultural events not related to District business;
   5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
   6. Personal losses incurred while on District business;
   7. Personal alcohol or bar expenses.

   Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is reimbursed.

D. Cost Control Guidelines – To conserve District resources, expenditures should adhere to the following guidelines. A reasonable attempt to pay in advance with a District check must be made. If the business will not accept a check, a reasonable attempt must be made to pay in advance with a District credit card. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the District will be limited to the costs that fall within the guidelines, unless such excess amounts have been approved in advance by the appropriate authority.
   1. Transportation – The most economical mode and class of transportation reasonably consistent with scheduling needs, the employees' time constraints, and cargo space requirements must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is

used, the cost borne by the District will be limited to the cost of the most economical, direct, efficient and reasonable transportation form.

Employees are required to use a district vehicle during any business travel. Two or more employees, attending the same event at the same time, must carpool. Exceptions to these requirements may be made with the prior approval of the employee's manager.

Charges for rental vehicles may be reimbursed under this provision if more than one District employee is attending an out-of-town conference or meeting, and it is determined that District owned vehicles are unavailable, and sharing a rental vehicle is more economical than other forms of transportation. In making such determination, the cost of the rental vehicle, parking and gasoline will be compared to the combined cost of such other forms of transportation. District staff will prepare a cost analysis comparing the various modes of available transportation for the General Manager's consideration.

a. Airfare. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities *(www.cacities.org/travel)* the California State association of Counties *(www.csac.counties.org/default.asp?id 635*) and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy. Airfares that do not exceed the median fares listed on websites like *www.travelocity.com* or an equivalent service, shall also be considered reasonable and hence reimbursable.
b. Automobile Mileage. Automobile mileage is reimbursable at Internal Revenue Service rates presently in effect (see *www.irs.gov*). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The District will not reimburse for customary commuting miles.
c. Car Rental. Rental rates that are equal to or less than those available through the State of California's website (*www.catravelsmart.com/default.htm*), or which represent the median rates listed on websites like *www.travelocity.com* or an equivalent service, shall be considered the most economical and reasonable for purposes of reimbursement under this policy.
d. Taxis/Shuttles. Taxi or shuttle fares may be reimbursed (including a fifteen percent [15%] gratuity per fare), when the cost of such fares is equal to or less than the cost of car rental, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

2. Lodging – Lodging expenses will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay.

a. Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.
b. Other Lodging. Travelers must request government lodging rates, when available. A listing of hotels offering government rates in different areas is available at *www.catravelsmart.com/lodguideframes.htm*. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, websites like *www.travelocity.com* or *www.expedia.com* or an equivalent service shall be considered reasonable and hence reimbursable if, given the circumstances of the travel, such comparable rates can be found. In unique circumstances, the General Manager may approve the reimbursement of reasonable lodging costs that exceed the two (2) standards above, if necessary under the particular circumstances.

3. Meals – Meal expenses and associated gratuities should be moderate, taking into account community standards and the prevailing restaurant costs of the area. Actual meal costs will be reimbursed up to the rates specified by the U.S. General Services Administration (GSA). Any amount spent on meals above and beyond rates established by the GSA will be the sole responsibility of the employee.

   Employees may not claim meals provided by the District, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered meals. Employees may claim only their actual expense and must have receipts substantiating the amount(s) claimed.

   No meal (breakfast, lunch or dinner) or expense may be claimed or reimbursed more than once in any given twenty-four (24) hour period.

   The District will not reimburse personal alcohol or bar expenses, unless identified and approved in advance by the General Manager.

   Employees shall, when available, take meals that are provided as part of a seminar or conference registration fee.

4. Telephone/Fax/Cellular – Employees will be reimbursed for all actual telephone and fax expenses incurred on District business. Telephone bills should identify which calls were made on District business. For cellular calls when the employee has a particular number of minutes included in the employee's plan, the employee can identify the percentage of calls made on public business and be reimbursed for that percentage of applicable charges.

5. Internet – On out-of-town trips, employees will be reimbursed for internet access connection and/or usage fees away from home, not to exceed fifteen dollars ($15.00) per day, if internet access is necessary for District-related business.
6. Airport and Other Parking Charges – The District will reimburse parking costs based on actual costs or the equivalent of long-term parking rates used for travel exceeding twenty-four (24) hours.
7. Other – Baggage handling fees of up to one dollar ($1.00) per bag (airport or hotel), airport passenger services (wheelchair), and reasonable gratuities (meals and taxis/transportation service) of up to fifteen percent (15%) will be reimbursed. Expenses for which District employees receive reimbursement from another agency are not reimbursable.
8. Credit Card Use Policy – District employees may use the District's credit card for such purposes as airline tickets, hotel accommodations and expenses directly related to authorized travel. Credit card expenses will be periodically reviewed by the Board or the General Manager. Each credit card holder will, as part of that individual's expense report, document compliance with this expense policy. Receipts documenting expenses incurred on the credit card and compliance with this policy must be resubmitted within ten (10) business days of the end of use.

   District credit cards may not be used at any time for personal expenses, even if the employee subsequently reimburses the District.
9. Expense Report Content and Submission Deadline – All credit card expenditures and expense reimbursement requests must be submitted on an expense report form provided by the District. This form shall include the following advisory:

   All expenses reported on this form must comply with the District's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the District's policies may include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability.

   Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the employee should explain whose meals were purchased, what issues were discussed and how those relate to the District's adopted legislative positions and priorities.

   Except as required sooner by this policy, employees must submit their expense reports within thirty (30) calendar days of an expense being incurred, accompanied by receipts documenting such expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. The inability to provide such documentation in a timely fashion may result in the expense being borne by the employee.
10. Verification of Expense Reports – All expenses are subject to verification that they comply with this policy. The Board of Directors, the General Manager, the Finance

Director, or the Executive Committee of the Board of Directors may request additional documentation or explanation of individual expenditures for which reimbursement is requested by an employee.

11. Compliance with Laws – District employees should keep in mind that some expenditures could be subject to reporting under the Political Reform Act and other laws. Records of all District expenditures and documentation regarding expense reimbursements are public records subject to disclosure under the Public Records Act.
12. Violation of this Policy – Use of public resources or falsification of expense reports in violation of this policy may result in any or all of the following:
    a. Loss of reimbursement privileges;
    b. A demand for restitution to the District;
    c. The District's reporting the expenses as income to the employee, to State and Federal tax authorities;
    d. Civil penalties of up to one thousand dollars ($1,000.00) per day and three (3) times the value of the resources used; and/or prosecution for misuse of public resources.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-32, 12-19-2022; Res. No. 2024-18, 06-17-2024)

Section 3.03.060 – Vehicle Use Policy (Rule 20)

A. Statement of Policy – Transportation is often required for employees and other officials of the District to conduct business. It is at the District's sole discretion whether a District vehicle is provided, or another form of transportation is used. The General Manager has the responsibility for administration of this policy and for making decisions regarding specific vehicle use as outlined in this Rule. The Fleet Maintenance Supervisor is responsible for managing the District's vehicle fleet by working with departments to maximize District vehicle utilization, fleet maintenance, and by managing the acquisition and disposal of District vehicles. This policy does not supersede rules and regulations mandated by the Federal Department of Transportation, the California Highway Patrol, or other applicable agencies.

B. Driver's License and Automobile Insurance – No employee shall operate any District vehicle unless he/she possesses a valid California driver's license for the specific vehicle used by the employee. If the employee uses a private vehicle in the course and scope of his/her duties, the employee shall maintain automobile insurance on the private vehicle at all times in accordance with coverages and any minimum liability requirements imposed by Human Resources. The District reserves the right to require employees to produce proof of insurance upon demand.

C. Driver's Training – The District's insurance policies require that every employee who operates a District vehicle receive regular driver's training. Employees may not operate District vehicles without having satisfied this requirement.

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D. Seat Belt Policy – The District requires all employees to wear seat belts, whenever they drive or ride in District vehicles, or when traveling in their own vehicle on District business. When driving, employees are responsible for requiring passengers to fasten their seat belts before operating the vehicle.

E. Use of Cell Phones or Electronic Wireless Communication Device While Operating a Motor Vehicle

1. No employee shall use a cell phone while driving or otherwise operating any District motor vehicle unless the employee uses a hands-free device. This provision applies to the employee's operation of any District vehicle whether or not the employee is on duty or performing a District-related function. The prohibition on cell phone use also applies to any employee while he/she is operating a personal vehicle on District business or otherwise performing a District-related activity. "Operating" includes, but is not limited to, while the employee is stopped at a stop-light or intersection.
2. No employee shall use any kind of electronic wireless communication device for the purpose of texting (including sending, receiving or reading messages or communications) while driving a District vehicle whether or not on duty or performing a District- related function, or while driving or operating a personal vehicle on District business or otherwise performing a District-related activity. "Operating" includes, but is not limited to, while the employee is stopped at a stop-light or intersection. "Electronic wireless communication device" includes cell phones, blackberries, laptop computers, PDA's, or other electronic devices of any kind whatsoever.
3. The sole exceptions to this Rule are in the event of an emergency to contact emergency personnel (police, fire or ambulance) for assistance, and employees operating field vehicles equipped with radios for internal communication may lawfully use such radios while driving so long as it is safe to do so.
4. Violation of this Rule constitutes grounds for discipline of an employee, up to and including termination from employment. It may also subject the employee to criminal liability independent of any action taken by the District.

F. Accidents Involving District Vehicles and/or Employees – In the event of an accident or property damage to an employee's vehicle, employees using a personal automobile for authorized travel in conducting District business must rely on personal assets, including insurance, for financial protection. Although District interests are protected by insurance, the District provides no insurance and assumes no liability to protect employees against damage to the employee's personal automobile or for damage to the property of others for death or personal injury to others as a result of an employee using a personal automobile in conducting District business. It is the express policy of the District that all liability and or property damage incurred while use of a personal vehicle on District business either in route, parked at District facilities, or while in engaged in District business at non-District facilities, falls entirely on the employee.

G. Coverage for Injuries – Employees suffering injury, dismemberment or death arising from an accident incurred in the performance of District business shall be covered under the terms of the California Workers' Compensation laws and current District Workers' Compensation policies.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.03.070 – Vehicle Policy and Procedure (Rule 21)

A. Purpose – To establish the Mission Springs Water District's general requirements, procedures, and guidelines for vehicle use in order to provide efficient, cost-effective delivery of service. This policy addresses both District and privately owned vehicles used by District employees during the conduct of official District business.

B. Definitions – For the purpose of this policy, the following definitions of terms apply:

1. Assigned Vehicle. Assigned Vehicle means any District vehicle assigned to a specific department or employee.
2. Authorized Person. Authorized Person means any employee authorized by a department head to use District vehicles for official District business.
3. District Boundaries. District Boundaries means the physical/political boundary lines of the District.
4. District Vehicles. District Vehicles mean all of the District-owned or leased vehicles or motorized equipment used to conduct official District business.
5. Employer Pull Notice Program. Employer Pull Notice Program means a program authorized by the California Vehicle Code (CVC) Section 1808.1, showing an employee's current driving record and any action taken against the employee's driving privilege during a calendar year.
6. Fleet Maintenance Supervisor. Fleet Maintenance Supervisor means a designated employee assigned to maintain and coordinate certain aspects of departmental vehicle and equipment assignments.
7. Non-District Employee. Non-District Employee means any person not employed by the District.
8. Official District Business. Official District Business means any business conducted on behalf of the Mission Springs Water District.
9. Operating Expenses. Operating Expenses means all expenses directly related to maintaining a District vehicle in a safe operating condition i.e., fuel, tires, repairs, and preventative maintenance.
10. Pool Vehicle. Pool Vehicle means a District vehicle available for use on a temporary basis by any of the District's departments.
11. Preventive Maintenance. Preventative Maintenance means a systematic approach to provide scheduled maintenance at recommended intervals for all District vehicles.
12. Privately Owned Vehicle. Privately Owned Vehicle means any vehicle not owned or leased by the District or any other governmental agency.
13. Replacement Criteria. Replacement Criteria means criteria including but not limited to mileage or service hours, age, and mechanical condition of the District vehicle.

14. Special Purpose Vehicles. Special Purpose Vehicles means District vehicles that are used in restricted areas and/or require special equipment or attachments to perform specific job functions.
15. Vehicle Allowance. Vehicle Allowance means authorization by the District's General Manager for a District vehicle to be taken home by a District employee, subject to I.R.S. regulations.

C. General Guidelines
    1. The use of District vehicles shall be limited to official District business and work activities. Vehicles shall be operated in accordance with all safety and legal requirements of the District, County, State, and/or any jurisdiction in which they are operated.
    2. Use of District vehicles for personal business is prohibited. However, de minimis use of District vehicles is allowed when it is more practical to drive directly from the job site to a personal destination than to return to the District office/yard to retrieve a privately owned vehicle. De minimis use is defined by the IRS as a short detour while en route on an infrequent basis. A common example is driving to a nearby location to purchase lunch while working in the field.
    3. Responsibility for maintaining District vehicles shall reside under the central direction of the Fleet Maintenance Supervisor.
    4. District vehicles shall only be operated by an official or employee of the District and shall only be used to transport individuals and equipment directly related to official District business. Non-District passengers shall only be transported in District vehicles with prior approval by a department head or the General Manager.
    5. The use of tobacco products is prohibited in District vehicles. District department heads shall be responsible for implementing this policy and ensure all employees within their department are aware of and comply with this policy. A copy of this policy shall be made available to employees who drive District vehicles.
    6. District vehicles and/or equipment shall not be taken outside the District's boundaries without prior approval by a department supervisor.
    7. Departments may have more specific operating instructions or guidelines based on the usage of vehicles within each department. Departmental operating instructions or guidelines shall not conflict with this District Policy, and in the event of any conflict, the provisions of this District Policy shall prevail.

D. Driver Responsibility
    1. Every driver must comply with all provisions of this policy including obeying traffic laws and the safe operation and proper care of District vehicles while in his/her custody. This includes the use of seatbelts by the driver and all passengers, the possession of a valid California driver's license of the proper class, and delivery of the District vehicle to Fleet Maintenance when preventative maintenance service is due.

2. The driver shall perform the following checklist duties at the beginning of each workday:
    a. Check engine oil,
    b. Check coolant level,
    c. Check brake fluid level and brake operation,
    d. Check running lights and headlights,
    e. Check horn,
    f. Check turn signals,
    g. Check tire condition and pressure,
    h. Check windshield wipers.

    In addition, the exterior and interior of the District vehicle should be checked for damage. Any damage or irregularity should be reported to the employee's supervisor and the Fleet Maintenance Supervisor. If the District vehicle is not in a safe, operable condition, the driver must immediately notify his/her supervisor and the Fleet Maintenance Supervisor.

    If the District vehicle malfunctions during a trip, or during operation at any time, the employee's supervisor and Fleet Maintenance should be notified for road service. The driver shall turn in the District vehicle to Fleet Maintenance when notified that preventative maintenance is due.
3. Drivers must notify their supervisors of any change to the status of their driver's licenses before driving any District vehicle for official District business, or any private vehicle for official District business. As used herein, the phrase "change in status" includes but is expressly not limited to suspension or revocation of the employee's driving privileges or any restriction on the employee's driving privileges. An employee who receives a traffic or parking citation while operating a District vehicle for official District business, or while operating a private vehicle on official District business, must report such citation to his/her supervisor by the end of the employee's work shift or upon the employee's actual return to the District, whichever occurs first. A copy of the citation must be submitted to the HR department/supervisor within 24 hours. Payment of any fees, penalties, or fines for such citation is the responsibility of the driver.
4. Employees may be held personally liable when they act outside the course and scope of their assigned duties (including illegal activities), and cause damage to other persons and/or their property while driving a District vehicle. In such a case, the District will determine whether it is appropriate to make a claim against the employee. Persons not pre-authorized for official District business, including family members and non-District employees, shall not ride in or drive District vehicles, or in private vehicles while the employee is performing official District business. The District is not responsible for damage caused by injury caused by, or any injury to an unauthorized person riding in or driving a District vehicle for any reason, or any unauthorized person riding or driving a private vehicle for any reason while the employee is on official District business. Nothing in this paragraph is intended to

prevent any District employee from being dropped off or picked up from work by a family member or other non-employee.

E. Employer Pull Notice Program
    1. California Vehicle Code (CVC), Section 1808.1, authorizes the District to enroll all District employees in the Employer Pull Notice (EPN) program if an employee's job may include the operation of any District vehicle that requires a valid California driver's license of any Class. A record will be generated and mailed automatically to the District for newly enrolled drivers, and annually or upon action/activity for currently enrolled drivers.
    2. Action or activity is defined as any conviction, failure to appear, accident, driver's license suspension or revocation, or any other action taken against the driving privilege or certificate of the employee. Reports include the employee's traffic violation point count, and whether the employee has been convicted of a violation of CVC Section 23152 (misdemeanor drunk driving) or Section 23153 (felony drunk driving). Each employee shall complete and sign a Release of Driver Information form, which shall be kept by the Human Resources Department. The Human Resources Department is responsible for maintaining current forms and collecting the reports from the DMV.
    3. Upon termination of employment, the District shall notify DMV to discontinue the employee's enrollment in the EPN program.

F. Accident Procedures
    1. At the site of an accident, the following steps should be taken:
        a. Do not move the vehicle unless the accident is minor and the traffic is heavy, or the vehicle presents a serious hazard to other vehicles, or instructed to do so by law enforcement personnel,
        b. Find out if anyone is injured,
        c. Use any available warning devices,
        d. Call the local law enforcement authority. Contact the District and your supervisor. If an emergency, call 911 and identify yourself as a District employee on official District business,
        e. Obtain and exchange witness information such as name, address, phone number, and insurance District (do not rely on the police report),
        f. Do not discuss the accident with anyone except the investigating police officer, Human Resources, your department head, or supervisor,
        g. Have your vehicle operator's license, vehicle registration card, and insurance information available,
        h. Do not admit responsibility/liability for the accident,
        i. Sign nothing but a police accident report or citation, if necessary,
        j. Take pictures of the accident and all parties involved if possible.
    2. After the law enforcement report is complete proceed as follows:
        a. If the District vehicle is operable, drive it directly to the District's maintenance facility for a mechanical safety inspection,

b. If the District vehicle is inoperable, contact Fleet Maintenance for instructions (during and after work hours emergency telephone numbers are kept in the vehicle glove compartment).

3. A District accident report form is located in the glove compartment of each District vehicle or available from Fleet Maintenance. An accident report form shall be filled out immediately by the vehicle driver or their supervisor if the driver is unable to do so because of injury. The completion of the accident report form is to provide information regarding the other vehicles in the accident, drivers or property involved, witnesses, weather conditions, road conditions, names, phone numbers, addresses, and insurance policy of the other party, and other pertinent information. The accident form shall be given directly to Human Resources immediately.
4. In the event a driver or passenger is injured while driving or riding in a District vehicle on official District business, the injured employee should receive medical treatment. The incident should be immediately reported to the injured party's supervisor. If the injury is serious or life threatening, the injured party should be taken to the nearest hospital by ambulance. If the injury is not serious or life threatening, the injured party should be seen by the District's recognized occupational medical providers, unless a personal physician has been pre-designated. The injured party's supervisor will complete the On-the-Job Injury form and turn it in to Human Resources for processing.
5. In the event of an accident, covered employees subject to DOT policies and procedures shall be required to take a drug and alcohol test if the employee receives a citation for a traffic violation arising from the accident or if the accident involves the loss of life. Drug and alcohol testing procedures can be found in the DOT Drug and Alcohol policy. Both covered and non-covered employees are also subject to all drug and alcohol testing as detailed in MSWD's Drug and Alcohol Policy, including post-accident testing, as appropriate.

Citations – A copy of the citation and/or a report of an accident must be submitted to the HR department/supervisor within 24 hours unless doing so is impossible or impracticable. Failure to comply with this requirement will subject the employee to discipline.

G. Refueling and Washing
    1. District vehicles should be refueled at District owned fueling stations. All District vehicle and equipment fuel tanks shall be full at the end of each workday. When traveling in a District vehicle outside the District's boundaries and refueling is required, use personal funds and request reimbursement.
    2. District vehicles shall be washed at the District Corporation Yard. The interior of all District vehicles shall be kept clean and free of trash and debris.
H. GPS Tracking Policy
    1. Purpose – This policy governs Mission Spring Water District's (District) use of Global Positioning System (GPS) tracking devices installed in vehicles/equipment (vehicles) owned, leased or rented by the District that are used by its employees

while performing District business. District vehicles shall be operated in compliance with all applicable Federal, state, and local laws and ordinances.

The purpose of the policy is to ensure the safe operation of District vehicles, including ensuring that the District is aware of operators' locations, particularly those working alone or in remote areas, and ensuring that operators comply with all vehicle codes and rules regarding operation. The policy will also allow the District to track the location of its property, better respond to claims involving District vehicles, improve customer service, maintain accurate time records, and reduce insurance costs. This policy is not intended to be punitive or used solely to monitor individual employees, although unsafe and unauthorized vehicle usage may lead to disciplinary action.

2. Vehicle Monitoring – GPS devices transmit data to the District via the Verizon Connect system and send information back to a fleet management system via cellular 3G, 4G, LTE, CDMA or satellite networks. Verizon Connect can also send push notifications, including but not limited to, alerts of excessive speed or locations outside service or work area, to District staff. The Verizon Connect system will also include fleet maintenance software to notify District staff when vehicle diagnostic trouble codes are triggered and to guide operators through vehicle inspection reports, including providing operators the ability to add/attach notes and photographs.

   Vehicle information such as location, speed, and route tracking will be collected 24 hours a day. Other information related to vehicle maintenance will also be collected and stored in the electronic tracking system. The data collected through Verizon Connect will be stored in the Verizon cloud. District staff can access the data by logging into its Verizon Connect Portal. Access to the data maintained on Verizon Connect --- other than location --- will be limited to authorized personnel, subject to the District's discretion. The District reserves the right to make the location of District vehicles known to all District employees for the purpose of being able to expeditiously respond to emergencies by immediately locating the whereabouts of its vehicles and their proximity to District assets located throughout the District's territory. Employees are advised that other employees may also be able to see the location of District vehicles if they are logged into the Geoviewer app.

   The District will actively review and/or monitor the GPS data depending on the circumstances, including, but not limited to post-accident analysis, complaint research, stolen vehicle recovery, productivity/operational evaluation to dispatch/reroute equipment, or to respond to emergency situations. The data may be used in conjunction with other District software.

District has the right to monitor employee locations via the GPS tracking device as long as the employee is operating a District vehicle, and employees should have no expectation of privacy with respect to the use of District vehicles. Employees are not to use District vehicles for personal business.

3. Employee Responsibilities – The presence of the GPS device does not relieve the employees of their responsibility to inspect their assigned vehicles as required or to immediately report to their supervisors any damage or other issues with the vehicles, including with the GPS device. It is the employees' responsibility to operate any District vehicle assigned to them in a safe manner, compliant with all Federal and state driving regulations.
4. Device Tampering – Any tampering or attempts to remove or disable the GPS tracking device is prohibited and constitutes grounds for immediate discipline, up to and including termination.
5. Disclosure of Records – The Public Records Act may require that the District disclose specified public records. In response to a request for disclosure, it may be necessary to examine GPS records to determine whether they are public records that are subject to disclosure. The District may also be required to produce information obtained from the GPS system pursuant to court order, subpoena or statute. Therefore, employees are reminded that they should not have any expectation of privacy with respect to the manner and method with which they operate a District vehicle or the location of the vehicle.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Chapter 3.04 – HOURS OF WORK, HOLIDAYS, AND LEAVE

Section 3.04.010 - Hours of Work, Overtime, Compensatory Time, and Standby Time (Rule 22)

A. Work Week – A regular schedule of forty (40) hours in a seven (7) day period, based on the employee's regular 9/80 or other established work week, the scheduling of which may vary from time to time based on the workforce needs of the District as determined by the General Manager; but no modification of the work schedule may impose additional financial burden on the District. A 9/80 workweek is when an employee works eight 9-hour days and one 8-hour day in a two-week period with one day off every other week that corresponds with the 8-hour day. The General Manager or his designee shall assign each employee of the District a regular work week. Each workweek begins on a Friday mid-shift with 4 hours and ends on a Friday mid-shift with 4 hours worked.

B. Work Schedules – Every employee shall have an approved work schedule, which is established by Human Resources and approved by the Appointing Authority. Management reserves the right to set schedules to accomplish the work tasks of the District. No alternative work schedule shall be proposed or approved which imposes an additional financial burden on the District for overtime or otherwise.

   1. Commute time during regularly scheduled workdays will not be compensated.

C. Pay Periods – All employees shall be paid every two (2) weeks. A pay period is fourteen (14) consecutive days. Week 1 starts on a Friday mid-shift with 4 hours and shall end on a Friday mid-shift with 4 hours worked in Week 2. This provides for 40 hours within each workweek. For example, an employee who is regularly scheduled to work Monday through Thursday from 7:30 a.m. to 5:30 p.m. and alternating Fridays from 8:00 a.m. to 5:00 p.m. with a one (1) hour meal period, this employee's workweek begins at 12:00 p.m. on Friday and ends two (2) weeks later on a Friday at 11:59 a.m. In this example, the employee works nine (9) hour workdays Monday through Thursday, and eight (8) hour workday on alternating Fridays (beginning of the pay period), and has alternating Fridays off. Step increases or promotions shall be effective at the beginning of the pay period in which they fall.

D. Overtime

1. Overtime Definition and Rates of Pay – All nonexempt employees will receive overtime pay in accordance with applicable law for all hours worked over their regularly scheduled hours pursuant to the 9/80 workweek adopted by the District, i.e., all hours over forty (40) hours per week.

   Overtime will be computed on actual minutes worked, adjusted to the nearest 15-minute increment.

   Those hours that are actually worked, approved scheduled vacations days, optional holidays, and District holidays are counted to determine an employee's overtime pay. An "approved scheduled" vacation day or optional holiday is a day that has been scheduled and approved two weeks in advance. Certain types of pay are excluded from the calculation of employees' regular rates of pay for purposes of determining the number of overtime compensation due because they are payments made for periods when no work is performed. Those types of pay include: vacation (where less than two-week notice was given), sick, reporting time, jury duty, pay for bereavement leave, and/or discretionary bonuses.

   There may be exceptions to the above overtime computations for nonexempt employees who are subject to an Alternative Workweek Schedule.
2. Makeup Time – Nonexempt employees may make up work time that is or would be lost as a result of personal obligations if the time is made up during the same workweek in which the work time is lost. A nonexempt employee will be permitted to make up work time only if the employee submits a signed written request to make up the lost time and the employee's direct supervisor approves the request in advance. Nonexempt employees will not be paid overtime for performing makeup work unless they work more than 11 hours in a workday or more than 40 hours in the workweek.
3. Prior Authorization Required

a. Prior authorization for overtime is required. Employees may not work outside of scheduled working hours or during unpaid meal periods, without the prior written authorization of a supervisor.
b. In certain limited situations, overtime may be authorized retroactively. Overtime may be authorized under the following circumstances:
    i. In emergency situations (generally caused by inclement weather or disaster).
    ii. To complete projects which are begun one day and would be difficult, awkward or impossible to complete during regular working hours the next day.
    iii. In situations where a job completion is deemed essential by the Department Head or General Manager.

4. Overtime Pay for Call Back or Requirement to Work on Regularly Scheduled Vacation Days or District Holidays – Non-exempt employees called from home to perform overtime work or required to work on a regular District holiday or on a scheduled vacation day, shall be entitled to overtime compensation at the rate of 1.5 times the employees' regular rates of pay for all overtime hours worked on call back and for all hours worked on a regular District holiday or a scheduled vacation day. For purposes of this paragraph, "regular District holiday" shall mean either a regularly scheduled District holiday or the day on which the employee is authorized to observe the regularly scheduled District holiday. For example, if the District authorizes an employee to observe Christmas Day on December 24th, the employee will be compensated at 1.5 times the employee's regular rate if the employee is required to work on December 24th.
5. Compensatory Time – Nonexempt employees may elect to accumulate compensatory time in lieu of overtime pay. Compensatory time will be calculated at the rate of one and one-half (1.5) hours for every hour of overtime worked. Once compensatory time has been converted from overtime at one and one-half (1.5) hours, it will be treated as regular pay when used and will be paid out at the employee's regular rate of pay. Employees may accrue up to a maximum of 40 comp time hours. Any time accrued over 40 hours will be paid during the next available pay period with no more additional comp time permitted until the accrued time is used. Employees may request a pay out of accrued but unused compensatory time at any time during the year. Additionally, unused compensatory time will be paid out upon termination pursuant to the FLSA. Compensatory time may be used with prior approval from the employee's supervisor. Request for use of compensatory time will be permitted as long as it does not unduly disrupt the district's operations.

E. Standby Time – Standby means a period of time outside an employee's regularly scheduled work hours during which the employee is required to remain available (on-call) for emergencies, after-hour customer calls, monitoring of the SCADA system via computer

and responding to alarm calls. The on-call period is to be determined by the employee's direct supervisor. The supervisor shall be responsible for preparing an on-call schedule. To the extent feasible, given the work force available, exempt employees shall not be placed on the on-call roster. In the event that an employee does not wish to serve standby time, with the supervisor's consent, the employee may be excused if another worker volunteers to serve in the employee's place. This rule does not apply if the employee seeking to be excused is on sick leave.

Other than the response time described below, the standby employee is free to use the off-duty time without restriction. The employee shall carry a District issued mobile phone, as determined by the District, while on standby. The employee is expected to respond to a call for service between 30 to 45 minutes from receipt of the call; however, such time may be extended upon mutual consent of the employee and Supervisor.

All time spent on call-backs during a standby period is compensable. Time worked includes a reasonable time for travel both to and from the worksite. If while on standby, the employee engages in work (i.e., responds to a call), all time spent by the employee performing his or her job duties or otherwise responding is compensable time and must be paid. Employees must keep accurate records of time worked while on call and report such time to the District. The reporting obligation includes the amount of time it took the employee to respond to the call even if it is determined that no service is required.

When on standby, the employee is entitled to receive the minimum standby pay in addition to overtime pay. The minimum standby compensation is 1.5 hours overtime calculated based on the employee's regular rate for each day of standby duty served Monday through Friday, 3.0 hours calculated based on the employee's regular rate for each day standby duty is served on Saturday, Sunday, District holidays and on the employee's schedule day off under the 9/80 schedule, and 6.0 hours will be calculated based on the employee's regular rate of pay for Thanksgiving Day and Christmas Day only. In addition to the minimum compensation set forth above, each employee on standby is entitled to overtime pay at the applicable rate for time worked.

The following two groups of employees at the District are requested to perform standby duties:

1. Group 1 employees, consisting of construction/maintenance, wastewater and service employees, receive calls via a District issued mobile phone. Group 1 employees use a District vehicle to travel to the worksite, analyze the issue(s) and make the necessary repairs. Group 1 employees receive overtime pay at the applicable rate for the hours worked, including travel time and responding by telephone, in addition to the standby minimum pay. Group 1 employees serve on standby for a 7-day period.
2. Group 2 employees, consisting of production employees, or other employees designated by the General Manager, receive calls for service via a District cell phone. When an alarm sounds, the Group 2 employee logs into the District issued laptop computer or tablet, with mobile internet access, resets the alarm and/or

makes another type of adjustment. In addition to the minimum standby pay, for each call that requires a Group 2 employee to log into the computer, the Group 2 employee is compensated a minimum of fifteen (15) minutes of overtime pay. The employee shall report to the District the number of calls to which he/she responded during the standby shift, in addition to the time worked on each call by the employee. In addition to the minimum standby pay, the employee shall be compensated a minimum of fifteen (15) minutes for each call, and all time in excess of 15 minutes per call, at the applicable overtime rate.

F. Employees on Modified Duty – Employees on modified duty/restricted duty cannot pull overtime, stand-by or call-back duty until the modified duty/restricted duty has been removed and/or lifted by the treating physician. The treating physician must forward a letter to Human Resources or to the employee's supervisor that the employee's condition is resolved and that he or she is permanent and stationary and can perform all the functions of his or her job.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-17, 07-20-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-05, 03-20-2023; Res. No. 2024-18, 06-17-2024)

Section 3.04.020 – District Paid Holidays (Rule 23)

A. Observed Holidays – With the exceptions provided herein, holidays for employees covered under these Rules shall be as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King, Jr. Day)
3. Third Monday in February (Presidents' Day)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. November 11 (Veterans' Day)
8. Fourth Thursday in November (Thanksgiving Day)
9. Fourth Friday in November (The Friday following Thanksgiving Day)
10. December 25 (Christmas Day)

In addition, the District recognizes that employees celebrate many holidays that are not recognized by the District. Therefore, after six (6) full months of service in the initial calendar year of employment for new employees, and at the beginning of each calendar year for regular employees, a credit of twenty-seven (27) hours of Optional Holiday benefits are given. These hours can be used at the employee's option with prior approval of the employee's supervisor. Employees may only have a maximum of 27 hours of Optional Holiday benefits. At the beginning of each calendar year, employees who have less than 27 hours of Optional Holiday benefits will be provided with additional benefits to bring their benefits back up to the maximum of 27 total hours for the year. No employee may have more than 27 hours of Optional Holiday benefits each calendar year.

B. Holidays on Weekend Days – Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday will be observed on the preceding Friday.
C. Part-Time Employees – Temporary part-time employees regularly assigned to work twenty-seven (27) hours or less are not entitled to holiday pay.
D. Religious Observances – Any employee may attend religious observances with prior approval from his/her supervisor. Such time will be charged against accrued vacation or other accrued leave, as available.
E. Probationary Employees – Probationary employees shall be granted holidays as they fall within the probationary period.
F. Seasonal and Emergency Employees – Seasonal and emergency employees shall not receive holiday pay.
G. Temporary Full-time Employes – Temporary full-time employees are eligible to receive pay for District closed holidays in Section A above.
H. Leaves of Absence – Employees who are on approved leave of absence when a holiday occurs will not receive pay for that holiday.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2023-05, 03-20-2023)

Section 3.04.030 – Attendance, Leaves, Reports, and Records (Rule 24)

A. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. Any unauthorized absence may be cause for disciplinary action, up to and including discharge from employment. An authorized absence is one that has been approved by a Supervisor in writing prior to the absence, unless prior authorization was not possible due to an emergency.
B. All departments shall keep daily attendance records of employees which shall be reported to Human Resources in the form and on the dates he/she shall specify. An employee who is absent from work for a period of four days or more, without authorization, may be subject to discipline, up to and including separation from employment with the District on the basis of job abandonment.
C. Repeated lateness will also subject an employee to discipline, including suspension and possible termination.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.04.040 – Vacation Leave (Rule 25)

A. Vacation Accrual – All regular, full-time employees, including probationary employees, shall accrue vacation days commencing on their first day of employment, according to the following schedule, and with the exceptions noted below.

Years of Service	Vacation Hours
1st through 5th year	96 hours
6th through 10th year	136 hours

11th through 15th year	160 hours
16th year and beyond	184 hours

Vacation leave shall accrue from the employee's date of hire. New, probationary employees may use accrued vacation after six (6) months of continuous employment with the District.

Part-time employees regularly assigned to work more than twenty (20) hours shall receive vacation pro-rated for the time worked as it compares to forty (40) hours. Part- time employees regularly assigned to work twenty (20) hours or less do not receive or accrue vacation leave. Seasonal, temporary and emergency employees do not receive or accrue vacation leave.

B. Vacation Postponement/Accrual – Supervisors should make an effort to ensure employees are taking timely annual vacations. The maximum vacation hours an employee can carry over at the end of the calendar year shall not exceed two (2) times the employee's current annual entitlement (calculated by multiplying the employee's bi-weekly accrual by 52). At the end of the calendar year, all hours over the maximum shall be cashed out. Alternatively, upon written approval by the General Manager, an employee may be allowed to carry over excess vacation hours provided such approval is obtained from the General Manager prior to the commencement of the succeeding calendar year.

   Any full-time regular employee who has been absent from work for at least 30 days will stop accruing vacation leave starting the 31st day of absence.

C. Holidays within Vacation Period – Holidays falling within the vacation period shall not be considered as part of an employee's vacation. Whenever a holiday falls within an employee's vacation period, an extra day may be added to his/her regular vacation period or used at the discretion of the employee with approval of the General Manager. Illness during a vacation period shall not be considered sick leave.

D. Scheduling of Vacation Leave – Each employee is required to take an annual vacation of seven consecutive days per calendar year. This requirement is effective beginning the first of January after the date of hire. This 7-day period can include weekends, holidays, vacation, optional, or exempt leave. Vacation leave will be taken at the convenience of the District. Employees must obtain prior approval of their vacation leave from their immediate supervisor and/or Department Head before utilizing vacation leave.

E. Personal Time – Personal need for time off from scheduled work shall be considered as vacation leave and will be paid to employee from accrued vacation balance.

F. Vacation Cash Out Procedure – Per calendar year, an employee may request any amount of vacation accrual they have on the books (to be paid at their current rate of pay), providing the employee has taken vacation according to Scheduling of Vacation Leave above.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2023-16, 07-17-2023)

Section 3.04.050 – Sick Leave (Rule 26)

In order to help prevent loss of earnings that may be caused by accident or illness, the District has established paid sick leave.

A. Eligibility – An employee qualifies to accrue paid sick leave under this policy upon the start of the employee's employment. In addition, employees may take paid sick leave accrued under this policy if they have worked for the District as a regular employee for at least 90 calendar days.

B. Leave Usage – Paid sick leave may be used for the diagnosis, care (including preventive care), or treatment of an existing health condition of an employee and certain family members of the employee.

   A family member includes a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling. For purposes of this policy, a "child" means a biological or adopted child, a foster child, a stepchild, a legal ward, or a child to whom the employee stands in loco parentis. Similarly, a "parent" under this policy means a biological or adoptive parent, a foster parent, a stepparent, an employee's legal guardian, a legal guardian of an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child.

   Additionally, employees may use sick days available to them each year to care for a “designated person” so long as the employee identifies that person at the time of requesting sick leave. The “designated person” does not have to be related to the employee by blood or have an association with the employee that is the equivalent of a family relationship. Employees may only care for a “designated person” once per 12-month period.

   Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

   Employees using paid sick leave must do so in minimum increments of 15 minutes, rounded to the nearest 15 minute. Employees will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. Finally, an employee will not be required to search for or find a replacement if the employee is taking paid sick leave under this policy.

C. Compensation for Sick Leave – Paid sick days ordinarily are paid at the employee's normal rate of pay earned during regular work hours. Employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated. The employee also will begin accruing paid sick leave upon re-hire (assuming the employee's bank is below the applicable cap). In

addition, if the employee is re-hired within one year from the date of separation, any number of days that the employee previously worked for the District will be credited toward the 90 calendar days that an employee must have worked for the District before being eligible to use paid sick leave under this policy.

D. Approval – If the need for paid sick leave is foreseeable (e.g., scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.

E. Non-Retaliation or Discrimination – The District strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources, supervisors, and/or department heads.

1. Sick Leave Accrual for Full-Time Regular Employees
    a. All full-time regular employees (including salaried employees) shall accrue paid sick leave at the rate of eight (8) hours per month (ninety-six hours per year), or major fraction thereof. Probationary employees shall accrue sick leave but may not utilize such leave during the first ninety (90) days of employment.
    b. An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission is deemed to work 40 hours per workweek, unless the employee's normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek.
    c. Unused accumulated sick leave may be carried over into the next calendar year, provided, however, an employee's accumulated sick leave does not exceed six hundred (600) hours.
    d. Annual Sell Back. Employees may receive compensation for unused sick leave, per calendar year as follows:
        i. If an employee has over one hundred forty-four (144) hours but less than six hundred (600) hours of accrued sick leave at the end of a calendar year, they may sell back up to 50% of the sick leave accrued that year minus the number of sick leave hours used that year. The employee may not sell back sick leave that would result in the employee having less than one hundred forty-four (144) hours of accrued sick leave.
        ii. An employee may choose, instead, to accumulate up to six hundred ninety-six (696) hours with the understanding that all hours earned over six hundred (600) by the end of the calendar year must be sold by the employee to the District.

iii. Compensation for unused accumulated sick leave will be made the second pay period in January of each year at the employee's current rate of pay. Sick leave for which the employee receives compensation will be deducted from the employee's accumulated total. If desired and eligible, in lieu of cash payment, the accumulated time may be added to the employee's vacation time at the discretion of the immediate supervisor and subject to approval by the General Manager.

e. At termination or retirement (per Minute Motion 2003-37). Employees hired prior to July 1, 2020, shall be compensated for fifty percent (50%) of unused sick leave at his/her termination in good standing or retirement, provided he/she has been employed by the District for at least ten (10) consecutive years; sixty percent (60%) after eleven (11) consecutive years of employment; seventy percent (70%) after twelve (12) consecutive years of employment; eighty percent (80%) after thirteen consecutive years of employment; ninety percent (90%) after fourteen consecutive years of employment; and one hundred percent (100%) after fifteen (15) consecutive years of service. Upon being compensated for accrued sick leave at time of termination or retirement, the employee shall be deemed to have no remaining accrued sick leave. Therefore, should employee be rehired within a year, there shall be no reinstatement of accrued sick leave.

f. At termination or retirement, employees hired on or after July 1, 2020 shall be compensated for ten percent (10%) of unused sick leave at his/her termination in good standing or retirement, provided he/she has been employed by the District for at least eleven (11) consecutive years; twenty percent (20%) after twelve (12)consecutive years of employment; thirty percent (30%) after thirteen (13) consecutive years of employment; forty percent (40%) after fourteen (14) consecutive years of employment; and fifty percent (50%) after fifteen (15) consecutive years of employment. Upon being compensated for accrued sick leave at time of termination or retirement, the employee shall be deemed to have no remaining accrued sick leave. Therefore, should employee be rehired, there shall be no reinstatement of accrued sick leave.

2. Sick Leave Bank for All Other Employees, Including Temporary, Extra Help, Part-Time, and Seasonal Employees, Who Work 30 or More Days within a Year

a. Temporary, extra help, part-time, and seasonal employees who worked 30 or more days in California within a year from when employment commences, shall be entitled to sick leave.

b. Employees who qualify for sick leave under this section are entitled to use accrued sick days beginning on the 90th day of employment. Temporary, extra help, part-time, and seasonal employees shall receive 40 hours of sick leave in their sick leave bank immediately upon commencement of employment. Unused sick leave at the end of the calendar year may not be carried forward and sick leave may not be cashed out. Thereafter, at the

beginning of each subsequent calendar year, the employee shall begin the year with 40 hours in their sick leave bank. In the event a temporary employee becomes a full-time regular employee, they will begin to accrue sick leave at the same rate as all other full-time regular employees without loss to their accrual bank.

3. Use of Sick Leave
    a. Observed holidays occurring during sick leave shall not be charged against an employee's accrued sick leave.
    b. If the District does not receive sufficient information from an employee regarding the reason for an unexpected and unscheduled absence, the unexpected and unscheduled absence will be deducted from the employee's accrued vacation unless the District and the employee agree otherwise. For purposes of this Section, "sufficient information" shall mean to provide the general nature of the request (e.g., doctor's appointment, treatment, care of a covered family member or "designated person," etc.). When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.
4. Supervisory Discretion to Relieve Employees from Duty – Supervisors shall have the discretion, with concurrence of the General Manager, to place employees on sick leave when, in the reasonable judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's essential duties. Unless the law provides otherwise, leave under these circumstances will be unpaid unless the employee elects to use available sick time.
    a. Unless it is determined that an employee was absent for a qualifying condition under controlling law (e.g., the HWHFA, FMLA, CFRA, etc.) the following shall apply:
        i. An employee taking three or more unauthorized sick leave days in one quarter will be subject to discipline at the discretion of the General Manager or his/her designee. ("Unauthorized" means leave that has not been previously approved by a supervisor or which does not constitute an appropriate use of sick leave in the discretion of management.) After employees have exhausted their allotment of sick days under the Healthy Workplace Healthy Family Act (HWHFA), any additional unauthorized absences may be subject to discipline on a case-by-case basis.
5. Effect of Absence on Vacation Leave – Sick leave shall not be granted to allow any employee to permit the extension of the employee's vacation. Any full-time regular employee who has been absent from work for at least 30 days will stop accruing sick leave starting the 31st day of the absence.

6. Sick Leave Use – General Rules and Procedure – When an employee is incapacitated from the performance of his/her duties for reasons that entitle him/her to the use of sick leave not otherwise governed or restricted by the federal Family Medical Leave Act ("FMLA"), the Healthy Workplaces, Healthy Families Act of 2014 (HWHFA), or the California Moore-Roberti Family Rights Act ("CFRA"), or other applicable provisions of State or Federal law, the following rules shall apply:
    a. The employee shall make an effort to notify his/her supervisor within thirty (30) minutes of the beginning of the workday that the employee is absent, if possible. If not possible, the employee shall provide notice as soon as possible. If the employee is unable to contact his/her supervisor, he/she shall make an effort to notify Human Resources of the absence.
    b. An employee shall be responsible for informing his/her supervisor of his/her health status until he/she returns to work.
    c. Sick leave benefits may be taken in 15-minute increments.
    d. An employee who is absent on sick leave for more than one (1) day shall keep his/her immediate supervisor informed as to the date the employee expects to return to work.
    e. When approved in advance, paid sick leave may be used to attend medical, dental, or optical examinations or treatments to the extent such appointments cannot be scheduled outside the workday.
    f. An employee on a leave of absence due to illness or injury must exhaust all other paid leave, including, but not limited to, vacation leave and administrative leave, before the leave may be taken without pay. This provision shall not apply to accrued compensatory time off.
    g. Sick leave shall run concurrently with all other health-related but non-sick leave benefits, including, but not limited to, leave for work related injuries.
    h. Sick leave shall be limited to one (1) of the following:
        i. Sick leave which does not qualify for benefits under the FMLA or CFRA, or other State or Federal law, shall be limited to the paid time accrued or authorized to be used pursuant to these Rules; or,
        ii. Sick leave which qualifies for benefits under the FMLA, CFRA, or other State or Federal law, shall be limited to a period of twelve (12) weeks during the twelve (12) month period starting from the date the employee's qualifying leave began, except that a longer period may be authorized for employees who establish a medical disability related to pregnancy, as provided in these Rules. The "date qualifying leave began" shall mean the date notice is given by the District that the leave is qualifying, or may be made retroactive to the date of the onset of the qualifying condition if the qualifying leave is later confirmed within fifteen (15) days after

a request is made by the District that certification of qualifying leave be provided by a health care provider.

i. Leave qualifying under the FMLA, CFRA or other State or Federal law for the employee's own serious health condition shall be exhausted concurrently with accrued paid sick leave or other sick leave qualifying under this sick leave policy. Such leave shall be confirmed by the employee in advance, where possible, or within fifteen (15) days after a request is made by the District that certification of qualifying leave be provided by a health care provider, on a form provided by the District.
j. The District coordinates benefits with State Disability, therefore an employee utilizing State Disability to supplement their income while away from work can never earn more, or not exceed the amount they would have regularly been paid by the District. If this occurs, the employee must reimburse the District all monies in excess of their regular pay from the first paycheck they receive from the District upon their return to work.
k. Any employee who is receiving Paid Family Leave benefits during a sick leave must exhaust up to 2 weeks of his/her accrued vacation benefits. Employees, at their discretion, may use any accrued but unused sick time.
l. Sick leave shall run concurrently with all other health-related but non-sick leave benefits, including, but not limited to, leave for work related injuries.
m. The District reserves the right to request fitness for duty certification if employee has been out on sick leave. Failure to provide such certification in response to the District's reasonable request may result in denial of reinstatement.
n. If an employee calls the District to report his/her absence for that same day due to a reason that qualifies for sick leave under this policy, the District will designate the absence as a sick day. If the reason for the absence does not qualify as a sick leave reason, the employee's supervisor will determine the appropriate designation for the absence.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-02, 01-16-2024)

Section 3.04.060 – Family Care Leave and Other Types of Leaves (Rule 27)

A. Introduction – The District provides:
   1. Family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, in accordance with the California Family Rights Act ("CFRA") and the federal Family and Medical Leave Act of 1993, as amended ("FMLA").
   2. Pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act ("FEHA").

3. Disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act ("ADA") or the FEHA; and
4. Leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact Human Resources.

B. Family Care, Medical, and Military Family Leave

1. Eligibility – To be eligible for family care, medical, and military family leave, an employee must (1) have worked for the District for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave; and (3) work at location with 50 employees or more within a 75-mile radius of the District's next closest facility.

   An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

   In the case of a pregnancy-related disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should contact Human Resources for clarification about his or her rights for other types of leave.

2. Permissible Uses

   a. Family care and medical leave may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child of any age, spouse, domestic partner, parent, grandparent, grandchild, or sibling, or (4) an employee's own serious health condition. Pursuant to California Government Code section 12945.2, "child" includes biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis; and "parent" includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Additionally, employees may take leave under the CFRA to care for a "designated person" who is an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship. Employees taking leave under the CFRA to care for a "designated person" must identify the "designated person" at the time of requesting the leave. Employees are limited to take leave to care for one "designated person" per 12-month period.

      i. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either (1) the individual being admitted to a medical care facility with the expectation that the or she will remain at least overnight, or (2) continuing

treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

ii. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

b. "Military exigency leave" may be requested when there is a qualifying military exigency arising out of the fact that an employee's spouse, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces outside of the United States. Qualifying military exigencies include the following:

i. *Short-notice deployment* where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the Regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.

ii. *Military events and related activities* where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.

iii. *Childcare and school activities* where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.

iv. *Financial and legal arrangements* where the employee may take leave to make or update financial or legal arrangements related to the covered service member's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or

appearing or acting on behalf of the absent service member in matters related to military benefits.

v. *Counseling* where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.

vi. *Rest and recuperation* where the employee may take up to fifteen days of leave to spend time with a covered service member each time the service member is on short-term rest and recuperation leave during the period of deployment.

vii. *Post-deployment activities* where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered service member.

viii. *Parental leave* where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for the leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (1) to arrange for alternative care for the parent; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent of the military member to a care facility; or (4) to attend a meeting with staff at a care facility for the parent.

ix. *Additional activities* where the employee may take leave to address other events that arise out of the call to active duty as the District and the employee may agree as to both timing and duration.

c. "Military caregiver leave" may be requested to care for a covered service member if the employee is the covered service member's spouse, child, parent, or next of kin. For purposes of this leave, a covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

3. Substitution of Paid Leave – Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care, medical leaves, and military leave. Employees on leave for occupational injuries may elect to substitute paid leave for any portion of unpaid leave.

Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee or for other types of family care leave. Employees are required to substitute sick leave only for the employee's own medical leaves. During the time an employee is receiving Paid Family Leave benefits, he/she will be required to exhaust up to 2 weeks of accrued and unused vacation benefits, and employees, at their discretion, may use any accrued and unused sick leave.

4. Amount of Leave
   d. Family Care, Medical, and Military Caregiver Leave – Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee's leave commences.

      Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. (See below). Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.
   e. Military Caregiver Leave – Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

      Spouses who are both employed by the District may take a maximum combined total of 26 weeks in the 12-month period for the care of the service-member and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service-member.
   c. Intermittent Leave – Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the District's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two

weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Exigency leave also may be taken intermittently or on a reduced schedule.

5. Leave's Effect on Pay – Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

   Employees also may be entitled to Paid Family Leave (PFL) benefit payments for up to eight (8) weeks in any twelve-month period during leave to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. To the extent possible, PFL benefits must run concurrently with family care leave and do not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

6. Leave's Effect on Benefits – During an employee's family care, medical, and military family leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

   Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

   If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the District can recover any health plan premiums paid by the District on the employee's behalf during any periods of the leave.

   With regard to other employee benefit plans consisting of disability insurance plans, pension and retirement plans, and supplemental unemployment benefit plans, the District will continue to pay for the employee's participation in such plans to the same extent and under the same conditions as apply to other leaves that are not family care, medical and military family leaves. Specifically with regard to unpaid leaves under this policy: An unpaid leave taken for an employee's own

serious health condition will be treated like other unpaid disability leaves; unpaid leaves taken for other qualifying family care or medical purposes will be treated like other unpaid personal leaves offered by the District. Under any circumstances, however, leave taken for family care or medical leave or military family leave will not be treated as a break in service and will not result in the loss of seniority--even if other paid or unpaid leaves count as a break in service or result in a loss of seniority, or for layoffs, recalls, promotions, job assignments, or seniority-related benefits. Nor will the use of family care, medical or military family leave result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Accrual of sick and vacation benefits stop after 30 continuous days of absence and will resume when employee returns to work.

Employees will be placed on COBRA if employees exhaust their FMLA, CFRA, and PDL leaves and fail to return to work performing the minimum number of hours required to be eligible for health insurance.

7. Procedure for Requesting Family Care, Medical and Military Family Leave
    a. Notice Requirements – Employees must notify Human Resources of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting District operations and may be requested to reschedule the treatment so as to minimize disruption of the District's business.

        If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

        All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the District if the

requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, the District reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if an employee has a disability, he or she may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leave, please contact Human Resources.

Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, the District will provide a reason for the ineligibility.

b. Certification – Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service-member. Employees generally must provide the required certification within 15 calendar days after the District's request for certification. For foreseeable leave, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

   The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

   The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement

that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, the District may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

The District has developed forms for use in obtaining medical certifications that satisfy the requirements of this policy. For military caregiver leave, the District will accept Invitational Travel Orders (ITOs) Invitational Travel Authorizations (ITAs) in lieu of its medical certification form. Where leave is related to a covered veteran's serious injury or illness, the employee may also submit documentation of enrollment in Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the District to support the employee's leave request.

Where permitted by law, if the District has a good-faith, objective reason to doubt the validity of the medical certification provided by the employee, the District may require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

8. Designation of Protected Leave – Once the District has enough information to determine whether the leave is FMLA-qualifying, the District will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If the District determines that the leave is not protected, the District will notify the employee.

   If an employee on sick leave has been absent from work for four (4) days or more, the District reserves the right to designate the employee's absence as Family Care Leave.

9. Recertification – The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the District with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, the District may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.
10. Return to Work Certification – Where the leave is for the employee's own serious health condition, the District requires employees to provide medical certification that he or she is released to return to work and able to do so. The District may delay restoring the employee to employment or terminate the employee without such certificate.
11. Leave's Effect on Reinstatement – Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. The District may deny reinstatement to employees who are among the highest paid ten percent of all employees employed by the District within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the District's operations. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The District will comply with all applicable laws pertaining to reinstatement of employees, including, where required, the reasonable accommodation of employees who have been on an approved leave.

    The District complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions or would like further clarification about your rights under the FMLA or other

types of leave, please contact Human Resources. Separately, employees may file complaints of claimed violations of CFRA with the Civil Rights Department (CRD) which is authorized to investigate such complaints. For more information, visit the CRD's website at https://calcivilrights.ca.gov/.

C. Pregnancy-Related Disability Rights

1. Leaves of Absence, Accommodations, and Transfers – Any employee who is disabled by pregnancy, childbirth, or related conditions may take a Pregnancy-Related Disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under Section II of this policy (Family Care, Medical and Military Family Leaves). Pregnancy-Related Disability Leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

   Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the District with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.
2. Substitution of Paid Leave for Pregnancy-Related Disability Leave – An employee taking Pregnancy-Related Disability Leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for Pregnancy-Related Disability Leave does not extend the total duration of the leave to which an employee is entitled.
3. Leave's Effect on Benefits – During a Pregnancy-Related Disability Leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee continued in employment continuously for the leave period.

   Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid sick leave is substituted for any portion of the leave that is unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

   The District may recover from the employee the premiums that the District paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking (i.e., has transitioned over to) leave under the California Family Rights Act, unless the employee chooses not to return after the CFRA leave, in which case the District can recover such premiums; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability Leave, unless the employee

chooses not to return after the Pregnancy-Related Disability Leave, in which case the District can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave, in which case the District can recover such premiums, or (iv) other circumstances beyond the employee's control.

It is the District's policy that, similar to other unpaid leaves, during any unpaid portion of a Pregnancy-Disability Leave, employees will accrue employment benefits, such as sick leave, vacation leave, and seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Employee benefits may be continued during the unpaid portion of the Pregnancy-Disability Leave according to the provisions of the District's various employee benefit plans.

4. Return to Work Certification – Consistent with the District's practice for other employees returning from a disability leave for reasons other than pregnancy, the District requires that an employee returning from Pregnancy-Related Disability Leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties.
5. Leave's Effect on Reinstatement – Employees returning from Pregnancy-Related Disability Leave generally are entitled to be reinstated in the same position, subject to certain conditions, and consistent with applicable law.
6. Other Terms and Conditions of Leave – The provisions of the District's Family Care, Medical and Military Family Leave policy regarding the leave's effect on pay, notice requirements, medical certification requirements also apply to all Pregnancy-Related Disability Leaves, as well as requests for pregnancy-related reasonable accommodations and transfers. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

D. Reproductive Loss Leave
   1. Eligibility – Employees are eligible for reproductive loss leave if they have worked for the District for at least 30 days prior to the leave's start and suffer a qualifying event.
   2. Reproductive Loss Qualifying Events – Employees are entitled to reproductive leave if they suffer a reproductive loss qualifying event, which is the day, or the final day for a multiple day event, of any one of the following:
      a. Failed adoption: The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
      b. Failed surrogacy: The dissolution or breach of a surrogacy agreement or the failed embryo transfer to the surrogate. This event applies to a person who would have been a parent to the child born of the surrogacy.

c. Miscarriage: Miscarriage by an employee, by the employee's current spouse or domestic partner, or by another individual if the employee would have been a parent as the result of the pregnancy.
d. Stillbirth: Stillbirth resulting from an employee's pregnancy, the pregnancy of an employee's current spouse or domestic partner, or another individual if the employee would have been a parent as a result of the pregnancy.
e. Unsuccessful assisted reproduction: An unsuccessful round of intrauterine insemination or of an assisted reproductive procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to an employee, the employee's current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy.

3. Leave Usage – Employees shall be entitled to take up to 5 unpaid days of reproductive loss leave following a reproductive loss qualifying event (defined above). If an employee experiences more than one reproductive loss qualifying event within a 12-month period, the District shall not be obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period.

   Reproductive loss leave does not have to be consecutive but, if leave is not taken consecutively, it must be completed within 3 months of the qualifying event.

   Employees may elect to substitute any accrued but unused paid vacation, personal leave, or sick leave for unpaid reproductive loss leave.
4. Confidentiality – The District shall maintain the confidentiality of any employee requesting leave under this policy. Any information provided to the District in order to support the need for reproductive loss leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel as necessary or as required by law.
5. Coordination with California Family Rights Act - If, prior to or immediately following a reproductive loss qualifying event, an employee is on or chooses to go on leave pursuant to the California Family Rights Act or any other leave entitlement under state of federal law, the employee shall complete their reproductive loss leave within 3 months of the end date of the other leave.
6. Non-Retaliation or Discrimination - The District strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using reproductive loss leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources.

E. Other Disability Leaves – In addition to medical or pregnancy-related disability leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under of this policy.

Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, disability leave will be considered to be a medical leave.

If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the Human Resources Department.

F. Other Leaves of Absence – The District also grants eligible employees leaves of absence for military leave, jury or witness duty, certain court appearances, appearances at school or daycare activities, emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel, to vote in a statewide election, for bereavement leave, for leave related to domestic violence, crime victims leave, or leave for the donation of an organ or bone marrow. Unless otherwise required by law, employees will not be paid for such leaves of absence.

Employees wishing to take a leave of absence for one of these reasons should refer to the procedures outlined below or contact.

1. Military Leave of Absence – The District will grant employees a military leave of absence to the extent required by applicable federal and state law. Any public employee who is on temporary military leave of absence for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity…, provided that the ordered duty does not exceed 180 days…is entitled to receive his or her salary or compensation as a public employee for the first 30 calendar days of any such absence. In order to receive pay during the military leave, the employee must have worked for the public agency for a period of at least one year immediately prior to taking the leave.
2. Military Spouse Leave – Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the District with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the District certifying that the military member will be on military leave from deployment.

3. Jury and Witness Duty – The District will provide full-time regular and probationary employees paid time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The District will also provide full-time regular and probationary employees with unpaid time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order.

   In accordance with California Code of Regulations section 599.672, employees who receive jury or grand jury service pay from the District may not also receive jury service fees from the State. Said Employees shall complete and submit a Government Waiver Form ("Waiver") to the jury clerk which will stop the jury payment from the State. The employee shall give a copy of the Waiver to the District.

   Employees are required to provide reasonable advance notice of the need for jury/witness leave. Employees also are expected to report to work each day or portion of a day they are not performing jury/witness duty.

4. Leave for Educational/Daycare Purposes – Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight hours in any calendar month, to:
   a. Participate in the activities of schools or licensed child daycare facilities attended by their children.
   b. Find, enroll, or reenroll their children in a school or with a licensed child care provider, or.
   c. Address a child care provider or school emergency (ie., the school or child care provider requested that the child be picked up, there is a behavioral or discipline problem with the child that needs to be addressed with the school or child care provider, there is a closure or unexpected unavailability of the school or child-care provider, or that there is a natural disaster, such as an earthquake or fire, requiring that the child be kept home or picked up from the school or child care provider). Leave for this purpose will be limited to 8 hours per month.

   Employees eligible for such leave are parents, stepparents, foster parents, grandparents, guardians, or persons who stand in loco parentis (in the place of a parent) to a child.

Employees must substitute accrued vacation for purposes of a planned absence under this policy.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the District at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The District reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

The District prohibits discrimination against an employee for taking time off under this policy.

5. Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel – Employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel (which includes an officer, employee, or member of a disaster medical response entity sponsored or requested by the State). Such employees also are entitled for leave of up to 14 days per calendar year to attend fire, law enforcement, or emergency rescue training. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay.

   Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training..

   The District prohibits discrimination against an employee because he or she takes time off under this policy.
6. Voting Time Off – Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.
7. Bereavement Leave – Employees who have been employed with the District for at least 30 days and who are compelled to be absent from work because of the death of the employee’s parent, including biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child, grandparent, sibling, sister-or brother-in-law, spouse, registered domestic partner, child of any age, including biological, adopted, or foster child or stepchild, a legal ward, or a child of an employee or the employee’s registered domestic partner, or a person to whom the employee stands

in loco parentis, or grandchild, the employee may take up to five (5) days leave to attend the funeral or memorial services. The five (5) day leave shall be as follows:

a. Employees are allowed a maximum of three (3) days paid bereavement leave.
b. If the employee has accrued at least eighteen (18) hours of unused sick leave, the employee may substitute two (2) paid sick leave days for any unpaid portion of bereavement leave, and the two (2) days will be deducted from accrued leave entitlement OR employees may take an additional two (2) unpaid bereavement days if the employee does not have enough accrued sick leave.
c. Additional time off may be granted by the General Manager.
d. The five days of bereavement leave do not have to be used continuously. They can be taken intermittently, but the entire leave must be completed within 3 months of the death of the eligible family member.
e. The District reserves the right to request documentation of the death of the family member, including a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. If requested, the documentation must be provided within thirty days of the first day of bereavement leave. The District will maintain the confidentiality of any employee who requests bereavement leave under this policy.
f. A leave to attend to the death of an individual not covered under the paid bereavement policy above may be granted as a short unpaid personal leave. Vacation or other accrued leave (except sick leave) may be substituted for the unpaid personal leave.

8. Leave Related to Domestic Violence, Sexual Assault, or Stalking – The District will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the District with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

   Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the "Sick Leave" policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

Also, the District will provide a reasonable accommodation for an employee who is a victim of domestic violence, sexual assault, or stalking, and who has disclosed that status to the District, if the employee requests an accommodation for his or her safety while at work. Such accommodations may include a transfer, reassignment, modified schedule, changed work telephone or work station, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization. The District will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation, and the District may request that the employee provide (i) a written statement, signed by the employee or someone acting on his or her behalf, certifying that the accommodation is for the purpose stated above, and (ii) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking. Every 6 months after the date of the previous certification, the District may request recertification of such status. The District will maintain certifications as confidential if it identifies the employee as a victim of domestic violence, sexual assault, or stalking, and will disclose such information only as required by law, or as necessary to protect the employee's workplace safety. The District will notify the employee before such disclosure.

The District prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

9. Crime Victims' Leave – The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The District requires that, where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the District with a copy of the notice within a reasonable time.

   No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

10. Leave for Organ and Bone Marrow Donation – The District will grant an employee the following leaves of absence for the purpose of organ or bone marrow donation:
    a. A leave of absence of up to five calendar days of paid leave in any one-year period for the purpose of donating the employee's bone marrow to another person.

b. A leave of absence of up to 30 calendar days of paid leave plus an additional 30 business days of unpaid leave in any one-year period for the purpose of the employee donating his or her organ to another person.

A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to Human Resources that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the District will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods.

Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the District will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The District may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

11. Personal Leave – A personal leave of absence without pay may be granted at the discretion of the District. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Any leave taken under this provision that qualifies as leave under the state and/or federal FMLA will be counted as family/medical leave and charged to the employee's entitlement of twelve (12) workweeks of family/medical leave in a twelve (12) month period.
12. Leave of Absence Without Pay – The General Manager, in his/her unrestricted discretion, may grant a regular non-probationary employee leave of absence without pay to tend to his/her private affairs or other matters for a period not to exceed one thousand forty (1,040) hours in duration. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request and must include the termination date of the leave. Upon expiration of a regularly approved

leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable period after notice to return to duty shall be deemed a discharge, effective the scheduled date of the employee's return. The depositing in the United States mail of a first-class letter, postage paid, addressed to the employee's last known address, shall be reasonable notice.

13. Exempt Leave - Exempt Employees – Exempt employees shall be granted thirty-six (36) hours of leave per fiscal year. Leave may be taken at any time on approval of the employee's supervisor or manager. Employees may not have more than 36 hours of Exempt Leave in any fiscal year. At the beginning of each fiscal year, the District will provide Exempt Leave benefits to employees who have less than 36 hours of Exempt Leave benefits in order to bring their total amount of benefits to 36 hours for the entire fiscal year.
14. Industrial Accident Leave and State Workers' Compensation – The District desires to allow an injured employee to supplement his/her Workers' Compensation Insurance earnings while the employee is unable to work due to an on-the-job injury. Workers' Compensation Insurance payments are for a maximum of two-thirds (2/3) of the employee's gross salary. The employee may supplement Workers' Compensation Insurance earning with accrued vacation, accrued compensatory time, administrative leave, floating holiday and/or sick leave in an amount not to exceed his/her normal gross salary when combined with any Workers' Compensation Insurance payments for the same period of time.

G. Coordination of Benefits – The District coordinates benefits with the State of California Disability Insurance (SDI) program and Paid Family Leave (PFL) program in order to ensure that employees receive up to 100% of their normal gross weekly wages during periods when they are unable to work due to their own non-work-related illness or injury, pregnancy or childbirth, to care for a seriously ill family member or to bond with a new child. Employees are required to use any accrued paid leave for any portion of unpaid leave during which the employee intends to receive SDI or PFL benefits. The District will pay employees, from their accrual balances, the balance between the amount they would ordinarily earn as regular wages and the SDI or PFL benefits they receive so that employees are made whole while they are unable to work.

   If employees qualify for and receive SDI or PFL benefits from the state, they must provide the District with the Notice of Computation (DE429D) containing the weekly benefit amount and the period covered by each period payment. Once the District receives this information from the employees, the District will make arrangements for the employees to receive wage replacement payments from the District that will supplement the SDI or PFL benefits and result in the employees receiving up to 100% of their normal gross weekly wages. In no event shall employees receive more money from SDI payments and District wage replacement benefits than their regular wages.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2021-18, 12-20-2021; Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-02, 01-16-2024; Res. No. 2024-18, 06-17-2024)

Section 3.04.070 – Resignation and Job Abandonment (Rule 28)

A. Resignation
   1. An employee wishing to leave the competitive service in good standing shall file with the Department Head a written resignation stating the effective date and reason(s) for leaving, at least two (2) weeks prior to leaving the service, unless such time limit is waived by the Department Head with the concurrence of the Appointing Authority. Failure to give notice as required by this Rule shall be cause for denying future employment by the District. A resignation becomes final when accepted by the Appointing Authority. Once a resignation has been accepted by the Appointing Authority, it cannot be withdrawn.
   2. Upon acceptance of the employee's resignation by the Appointing Authority, the Appointing Authority may permit the employee to work through his/her effective resignation date, may place the employee on paid administrative leave until the effective resignation date, or may separate the employee immediately with payment of compensation calculated through the effective resignation date.
   3. Final Paycheck – An employee who voluntarily resigns will receive their final wages at the next scheduled pay date.

B. Job Abandonment – An employee is deemed to have resigned if the employee is absent for four (4) consecutive workdays without prior authorization and without notification during the period of absence.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2023-16, 07-17-2023)

Chapter 3.05 – EVALUATION, DISCIPLINE, AND GRIEVANCE

Section 3.05.010 – Performance Evaluations (Rule 29)

The District strives to provide employees with evaluations of their performance both as a means of recognizing effective performance as well as identifying areas that need improvement, as appropriate. Performance evaluations may be used, but are not required, as a basis for completion of probation, salary adjustments, promotions, training, and discipline. Performance evaluations may also include a period of performance probation associated with a performance improvement plan and heightened evaluation and counseling. Performance probation will not affect an employee's discipline and appeal rights, as provided in these Rules.

A. Probationary Employees/New Appointments – At six (6) months and/or prior to the end of the initial probationary period, the employee is eligible to receive, but is not guaranteed, a performance evaluation. The outcome of such employee evaluations will determine whether the employee is rejected, whether his/her probationary period is extended, or whether the employee is appointed as a "regular employee." These evaluations are also the means of determining the appropriateness of a merit increase at the end of the probationary period. After successfully passing the probationary period,

the employee will receive "regular employee" status, which includes being evaluated on a regular basis, based on the employee's anniversary date. Failure to provide a probationary employee with a probationary performance evaluation shall not preclude the rejection of such employee during his/her probationary period. The District strives for probationary periods lasting a year. However, there will be instances in which a probationary period lasts longer. Probationary period ends when the supervisor takes affirmative steps to release the employee from probation. If a supervisor does not release an employee from probation, the probationary period will continue.

B. Probationary Employees/Promotional Appointments – An evaluation form will be completed prior to the end of the promotional probationary period to determine "release" to new position, extension of the promotional probationary period, or return to the former position if available.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-32, 12-19-2022)

Section 3.05.020 – Disciplinary Action (Rule 30)

A. Application – Employees shall be subject to discipline in accordance with the following provisions:
    1. Regular Employees – Except as otherwise set forth in these Rules, all regular employees of the District may be demoted, reduced in step, suspended or dismissed or otherwise disciplined only for cause.
    2. Probationary, Temporary, Seasonal, Emergency, and Part-Time Employees – Probationary, temporary, seasonal, emergency, and part-time employees are at-will employees and as a result may be demoted, reduced in step, suspended or dismissed without prior notice or cause, and without any right of appeal. As such, the provisions of this Rule 30 (Disciplinary Action) and Rule 31 (Appeal Procedure) shall not apply to such employees.
    3. Contract Employees – The General Manager, District legal counsel and other employees who have individual employment agreements with the District shall have only those rights that are specifically granted under the terms of their separate agreements, and those rights required by State and Federal law. Unless otherwise specified in the employment agreement or otherwise required by Federal or State law, a contract employee of the District is an at-will employee who serves at the pleasure of the Board of Directors. As such, a contract employee may be demoted, reduced in step, suspended or dismissed without prior notice or cause, and without any right of appeal, and the provisions of this Rule 40 and Rule 41, shall not apply to contract employees.
    4. Application – Reductions in pay or benefits which are part of a general plan to reduce salaries, wages or benefits, or to a general plan to eliminate positions or reduce services as determined by the Board of Directors of the District, shall not constitute disciplinary action, and as such, shall not be subject to this Rule or Rule - Appeal Procedure. Non-disciplinary demotions and placing an employee on administrative leave is not disciplinary action and this Rule 30 and Rule 31 do not apply.

B. Cause for Disciplinary Action – Discipline is intended to be imposed primarily for corrective purposes and to address deficiencies in work performance. Disciplinary action may be taken for cause. Cause for disciplinary action includes, but is expressly not limited to, the following. Any one cause listed shall be sufficient basis for disciplinary action.
    1. Willful misrepresentation of any information pertaining to District business or employment;
    2. Incompetency, i.e., inability to comply with the minimum standard required by an employee's position for a significant period of time;
    3. Inefficiency or inexcusable neglect of duty, including but expressly not limited to, failure to perform duties required of an employee within his or her position, failure to perform assigned tasks, or failure to carry out duties in a prompt, competent and responsible manner;
    4. Willful disobedience and insubordination, a willful failure to submit to duly-appointed and acting supervision or to conform to lawful orders or directions of persons in a supervisory position;
    5. Dishonesty;
    6. Being under the influence of alcohol or dangerous drugs or narcotics while on duty and/or while using District equipment; being impaired by alcohol or drugs, while on duty, which could affect the employee's ability to perform his/her job; or violating the District's Drug-Free Workplace Policy;
    7. Excessive absenteeism;
    8. Unexcused absence without leave;
    9. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave;
    10. Excessive and/or unauthorized tardiness or absence from employment;
    11. Violation of fire and/or safety standards;
    12. Unauthorized or improper use of District funds, equipment, records or other property;
    13. The conviction of either a misdemeanor or a felony of a nature that adversely reflects on the District or the employee's fitness to perform assigned duties, or which otherwise disqualifies an employee from being able to perform his or her duties. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* is deemed to be a conviction within the meaning of this Section;
    14. Discourteous treatment of the public or other District employees;
    15. Improper political activity, such as campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours, or in a District uniform on or off duty; the dissemination of political material of any kind while on duty and/or during working hours or in a District uniform; or the use of District equipment funds, equipment, records or other property while engaging in political activity;

16. Disorderly conduct, quarreling or fighting, or threatening any member of the public, a District employee or any District official;
17. Use of official position for personal advantage;
18. Inattention to duty, indolence, carelessness or negligence in the care and handling of District funds, equipment, tools, information systems, furnishings, furniture, data, records, documents, or other property;
19. Willful negligence or misconduct during work or in a District workplace which could endanger or has endangered the health or safety of that employee or others, or has caused damage to District funds, equipment, tools, information systems, furnishings, furniture, records, data, documents, or other property;
20. Sleeping or malingering while on duty;
21. Conduct unbecoming an employee of the District;
22. Mental or physical condition, impairment or disability, which renders the employee unable to perform the essential functions of his/her job, whether with or without reasonable accommodation (if disabled), or which renders the employee a direct threat to the health and/or safety of self or others;
23. Accepting outside employment not specifically authorized by these Rules;
24. Acceptance from any source of a reward, gift or other form of remuneration in addition to regular compensation to an employee for the performance of his/her official duties;
25. Refusal to testify under oath before any grand jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in District office is involved, which shall be grounds for immediate termination;
26. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the District or the employee's department;
27. Refusal to subscribe to any oath or affirmation which is required by law in connection with District employment;
28. Working overtime without prior authorization;
29. Actions incompatible with, or not in the best interests of public service;
30. Failure to follow or enforce safe working practices and/or failure to report an injury promptly;
31. Theft or personal use of District funds, records, equipment or other property;
32. Sexual or other unlawful harassment;
33. Unlawful discrimination or retaliation;
34. Failure to maintain prescribed records (i.e., falsifying, concealing, misusing, mutilation or removing District records or documents);
35. Willful concealment of pertinent information from supervisors;
36. Theft of property of others.
37. Failure to maintain satisfactory working relationships with other employees, District officials, or the public;
38. Misstatement or concealment of fact, whether in connection with the application process or otherwise;

39. Possessing a firearm or other dangerous weapons on District property or while conducting District business;
40. Physical abuse or threats directed at supervisors, coworkers or members of the public; any act or threat of workplace violence or fighting on the job; or any violation of the District's Workplace Violence Policy;
41. Failure or refusal to maintain grooming, clothing or uniform standards;
42. Non-compliance with any applicable conflict of interest provisions or code;
43. Unauthorized release or disclosure of confidential information from any District records, or unauthorized access into confidential information from District records;
44. Unfitness for duty;
45. Falsification of a timecard or other District records;
46. Violation of any provision of these Rules regarding use or operation of vehicles;
47. Violation of any other provision of these Rules, and any rules, policies, procedures, ordinances, or resolutions of the District or any department thereof, and any violation of any provision of State, Local or Federal law; and
48. Any other cause as determined by the General Manager from time to time. This list is not intended to be exhaustive, and other actions adversely affecting the District's ability to efficiently function may be grounds for disciplinary action up to and including dismissal.

C. Kinds of Disciplinary Actions. The following disciplinary actions may be taken by the General Manager or his/her designee:
    1. Minor Discipline
        a. Informal Counseling – For minor infractions, the employee will be counseled. If the situation does not improve within a reasonable period, depending on the seriousness of the infraction, the supervisor may repeat the measure or may use the next step in the discipline progression. The supervisor should keep a written record of the date and substance of the counseling session; but the record shall not become a part of the employee's personnel file unless the situation leading to the warning is not corrected or other repeated infractions occur, and more serious disciplinary procedures are deemed necessary.
        b. Verbal Reprimand – For repeated minor infractions or more serious infractions in the first instance, the employee may be issued a verbal reprimand. If the situation does not improve within a reasonable period (usually thirty [30] days, but the period may be more or less depending on the seriousness of the matter), the supervisor should keep a written record of the date(s) and substance of the counseling session(s); but the record shall not become a part of the employee's personnel file unless the situation leading to the reprimand is not corrected or other repeated infractions occur and more serious disciplinary procedures are deemed necessary.
        c. Written Reprimand – For more substantial infractions or repeated minor infractions, the employee may be issued a written reprimand. If the

situation does not improve within a reasonable length of time (the length will depend upon the seriousness of the issue), the supervisor may issue repeat reprimands. A copy of any written reprimand shall be placed in the employee's personnel file, and a copy provided to the employee, confirming that it has been placed in his/her personnel file. A record of informal counseling and verbal reprimands may also be included in the employee's personnel file at this time.

2. No Appeal of Minor Discipline – An employee may file a response to minor discipline, which will be placed in his/her personnel file, but the employee has no right of review or appeal, by grievance or otherwise.
3. Major Discipline
    a. Suspension – For serious infractions of the District Rules or for persistent failure to correct deficiencies noted in informal counseling and verbal and written reprimands, or short suspensions as defined in Subparagraph C.1, the employee may be suspended without pay.
    b. Reduction in Pay – For serious infractions of the District's Rules, an employee may be temporarily reduced in pay to a lower step within the salary range, in an amount up to five percent (5%), for a period of up to six (6) months.
    c. Demotion – For serious infractions of the District's Rules, an employee may be reduced from a position in one (1) class to a position in another class having a lower salary range.
    d. Dismissal – An employee may be discharged from District service for repeated infractions or immediately upon commission of a serious infraction.
4. Discipline During Probationary Period. An employee may be disciplined, without the right of appeal, at any time during the employee's initial probationary period after hire, reinstatement or re-employment. Imposition of discipline during an employee's probationary period shall not modify the at-will status of any such probationary employee.

D. Pre-disciplinary and Pre-deprivation Procedures – Major discipline or deprivation of employment benefits shall be taken in compliance with the following procedures:
    1. Relief from Duty – The District retains the right in any case to relieve an employee immediately from duty, pending investigation or Notice of Discipline, with pay until the effective date of such discipline as determined by the General Manager or his/her designee.
    2. Notice of Intent to Discipline or to Deprive Employee of Employment Benefits – Prior to issuance of a written order of major discipline or deprivation, as defined above, the appropriate authority shall give the employee a written notice of discipline or deprivation which sets forth the following:
        a. The intended disciplinary or deprivation action;
        b. The specific charges upon which the proposed action is based. Past disciplinary actions which may have a bearing on the disciplinary action or which support the severity of the penalty shall also be included;

c. A summary of the facts upon which the charges are based;
d. A copy of all written materials, reports or documents upon which the discipline is based;
e. The date, time and person before whom the employee may respond in no less than five (5) working days; and
f. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
g. The notice of proposed action must be in writing and signed by the employee's supervisor.

3. Additional Pre-disciplinary Response – If a supplemental or amended notice of discipline is given to an employee, the employee is entitled to respond to the supplemental or amended notice as set forth above.

E. Exclusions – In addition to suspensions under Major Discipline) a of this Rule, an employee may be suspended without prior written notice for more than ten working days in a pay period, in extraordinary circumstances when it is essential to avert harm to the public, other employees or to avert serious disruption of District business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of alcohol or illegal drugs or controlled substances, insubordination, commission of a crime involving moral turpitude punishable by imprisonment of one (1) year or more and disruption of the District's business through willful misconduct.

F. Order of Disciplinary Action – Upon expiration of the employee's time to respond to the notice of intent, the appropriate authority shall:
1. Rescind the proposed action based on the employee's response; or
2. Modify the intended disciplinary action; and
3. Prepare and serve upon the employee a final notice of disciplinary action or modified disciplinary action.

G. Final Order of Disciplinary Action – The final order of disciplinary action shall include the following:
1. The disciplinary action taken;
2. The effective date of the disciplinary action taken. The effective date of the discipline may be prior to the order, provided the circumstances warranted such immediate action;
3. The specific charges upon which the action is based;
4. A summary of the facts upon which the charges are based;
5. The written materials, reports and documents upon which the disciplinary action is based; and
6. The employee's right to appeal.

The order shall be signed by the appropriate authority. A copy of the order shall be personally served on the employee or sent by certified mail to the employee's last known address.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022)

Section 3.05.030 – Appeal Procedure (Rule 31)

A. Notice of Appeal, Request for Hearing, and Answer to Charges – Any regular employee may appeal from the order imposing major discipline or other adverse employment action by filing with the General Manager a notice of appeal within ten working days of receipt of the order. The notice of appeal must state the employee's request for a hearing as well the grounds for the appeal and must include a written response to each charge.

B. Review of Appeal
   1. After receipt of the notice of appeal, the General Manager shall review the appeal and set the matter for a hearing. Hearings will be closed to the public unless the appellant requests in writing, prior to the hearing, that the hearing be open. Please be advised that the District must comply with the Ralph M. Brown Act's requirement that open hearings be included in a publicized agenda. Therefore, requests for open hearings that are received by the District less than three (3) working days prior to the hearing date may not be accommodated, resulting in the hearing being delayed.
   2. The General Manager may, in his/her sole discretion, elect to have the appeal heard by one (1) of the following methods:
      a. By the General Manager.
      b. By an appointed hearing officer, who shall present findings and a recommendation to the General Manager for a final disposition; or
      c. By an appointed disciplinary review board composed of three (3) members, including one (1) member selected by the General Manager, one (1) member selected by the employee, and a third member selected by the General Manager and the employee. The parties shall split the cost of the third member and shall bear the cost of their own hearing officer.

C. Purpose of the Hearing – The purpose of the appeal hearing is to determine the accuracy and the sufficiency of the fact's attendant to the disciplinary action.

D. Pre-hearing Conference – Prior to the hearing, the General Manager or hearing officer shall meet and confer with the parties to set the hearing date and to establish appropriate pre-hearing and hearing procedures, including, but not limited to:
   1. Compelling the attendance of District employees to testify at the hearing;
   2. Setting appropriate deadlines for the exchange of exhibits and witness lists as well as procedures regarding the identification of exhibits; and
   3. Establishing other guidelines, protocols, and procedures for the hearing as appropriate under the circumstances, taking into consideration the wishes of the parties, the complexity of the issues, and any other matter deemed relevant by the General Manager or hearing officer(s).

E. Hearing
   1. The Parties – The appellant and his/her representative and the District's representative shall attend the hearing. Failure of the appellant, with or without his/her representative, to appear in person at the time and place set for the hearing shall be deemed a withdrawal of the appeal unless otherwise excused by the General Manager.
   2. Rights – Each party shall have the right to:
      a. Choose a representative and be represented at the hearing;

   b. Testify under oath;
   c. Call witnesses and present documentary evidence;
   d. Question all witnesses and examine the evidence; and/or
   e. Argue the matter or issues presented.
3. Conduct
   a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.
   b. Witnesses shall be required to testify under oath and affirmation.
4. Record of the Hearing – A record of the proceedings shall be made and maintained by the District. The District may choose to make a mechanical or electronic record of the proceedings. Costs of preparing transcripts shall be borne by the requesting party.
5. Confidentiality – The hearing shall be closed to the public and shall not be a public record unless an open public hearing is requested by the appellant as set forth in this Policy.
6. Written Findings and Recommended Decision of the Hearing Body or Hearing Officer – If a hearing body or hearing officer is used, the hearing body or hearing officer shall render written findings and recommendations to the General Manager as soon after the conclusion of the hearing as practicable, and in no event, later than twenty (20) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made on each charge and/or material issue. The hearing body or hearing officer's decision may recommend the sustaining or rejecting of any or all of the charges filed against the employee, and may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. If the hearing body or hearing officer(s) recommend reinstatement of the terminated employee, and that recommendation is accepted by the General Manager, the employee shall only be entitled to backpay as set forth in the decision. At a maximum, the backpay shall be the amount of wages that would normally be incurred during the period of absence minus any sum the employee has earned elsewhere and minus any amounts attributable to delays caused by the employee in the hearing process. If a discharge is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.05.040 – Open Door Policy (Rule 32)

The District has a specific procedure detailed in the separate Policy Against Harassment that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category. Separately, the District has an Open Door Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The District believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, Department Head or Human Resources as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the District cannot guarantee that in each instance the employee will be satisfied with the result, the District will attempt in each instance to explain the result to the employee if the employee is not satisfied. The District will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern..

A. Internal Complaint Review Procedure – The purpose of this Internal Complaint Review Policy is to afford all employees of the District the opportunity to seek internal resolution of their work-related concerns. This policy is intended to supplement the Open Door Policy set forth in this Handbook/Manual, which states the District's philosophy that all employees have free access to their immediate supervisors or to other District supervisors of their choice to informally express their work-related concerns. As noted in the Open Door Policy, the District has a specific procedure detailed in its Policy Against Harassment that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category.
B. Procedure
    1. Filing of Complaint – Employees should file written complaints with the Human Resources Department or any supervisor or manager as soon as possible after the events that give rise to the employee's work-related concerns. The written complaint should set forth in detail the bases for the employee's complaint.
    2. Investigation – The Human Resources Department will date and log all written complaints and send the employee an acknowledgment that the complaint is under review.

       The Human Resources Department will investigate the complaint, meeting separately with the employee and with others who are either named in the complaint or who may have knowledge of the facts set forth in the complaint. The District will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

       On completion of the investigation, the Human Resources Department will orally report its findings and conclusions to the employee. If the complaint is resolved to the employees' satisfaction, the terms of the resolution should be recorded and signed by both the employee and a representative of the Human Resources Department.

C. Appeal – If the complaint is not resolved to the employee's satisfaction, the employee may submit a written request for review of the complaint to the General Manager. On completion of the appeal review, the employee should receive an oral explanation of the conclusion reached and the reasons for that conclusion. Decisions resulting from appeal reviews by the General Manager will be final.
D. Non-Retaliation – If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized for lodging the complaint. If an employee believes that he or she is being retaliated against for lodging a complaint, the employee should immediately notify the Human Resources Department.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Chapter 3.06 – POLICIES AND PROCEDURES

Section 3.06.010 – Policy Against Harassment, Discrimination, and Retaliation (Rule 33)

A. Purpose of Policy – The District is committed to providing a work environment (whether the workplace consists of the District's offices or some remote work location that is away from the District's premises) free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race, religion (including religious dress and grooming practices), color, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), reproductive health decision-making, sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation, national origin (including language use restrictions and possession of a driver's license to establish the right to work in the United States), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having those characteristics. The District strongly disapproves of and will not tolerate harassment of applicants, employees, unpaid interns, or volunteers by managers, supervisors, or co-workers. Similarly, the District will not tolerate harassment by its employees of non-employees with whom the District employees have a business, service, or professional relationship. The District also will attempt to protect employees from harassment by non-employees in the workplace.
B. Harassment Defined – Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be in violation of this policy.

C. Reporting And Investigating Harassing Conduct – The District understands that victims of harassment are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or because it is difficult to discuss sexual matters openly with others. However, no employee should have to endure harassing conduct, and the District therefore encourages employees to promptly report any incidents of harassment so that corrective action may be taken. Any incidents of harassment, including work-related harassment by any District personnel or any other person, should be reported immediately to Human Resources, who is responsible for investigating harassment complaints. An employee is not required to complain to Human Resources if that person is the individual who is harassing the employee but may instead report the harassment to his or her immediate supervisor or any other member of management. Supervisors and managers who receive complaints or who observe harassing conduct should immediately inform Human Resources or other appropriate District official so that an investigation may be initiated.

Every reported complaint of harassment will be investigated thoroughly and promptly. Typically, the investigation will include the following steps: an interview of the employee who lodged the harassment complaint to obtain complete details regarding the alleged harassment; interviews of anyone who is alleged to have committed the acts of harassment to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged harassment. Human Resources, or other District official responsible for the investigation, will notify the employee who lodged the harassment complaint of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

In addition to notifying the District about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may file a lawsuit in court. The courts have the authority to award

monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office at the locations listed in the District's DFEH poster or by checking the State Government listings in the local telephone directory.

D. Corrective Action – The District will not tolerate retaliation against any employee for making a good faith complaint of harassment or for cooperating in an investigation. If harassment or retaliation in violation of this policy is established, the District will take corrective action. Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. With regard to acts of harassment by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

E. Anti-Harassment Training – Every District employee is required to undergo Sexual Harassment training within his/her six (6) months of employment and at least once every two (2) years thereafter. In addition, all employees hired as or promoted to a supervisory or management position must undergo at least two (2) hours of interactive sexual harassment training within the first six (6) months of assuming a new supervisory or management position. Additionally, all supervisors and managers must complete at least two (2) hours of interactive sexual harassment training at least once every two (2) years thereafter. An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2024-18, 06-17-2024)

Section 3.06.020 – Workplace Violence Policy (Rule 34)

A. Statement of Policy – The District is strongly committed to ensuring the safety of all District employees and has adopted this policy regarding workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment and/or coercion which involve or affect any District employee(s) will not be tolerated.

B. Objectives
   1. To ensure all workplace threats and provocative behavior are addressed promptly.
   2. To ensure the level of physical/facility security in District workplaces is sufficient to protect the health and safety of District employees.
   3. To ensure all employees are appropriately trained in workplace security, diffusing hostile situations and steps to take during an emergency incident.
   4. To ensure that all disciplinary action taken for behavior prohibited under this policy is reviewed, evaluated and administered consistently and equitably throughout the District in a timely manner.

C. Acts or Threats of Violence Defined – "Threats or acts of violence" include conduct against persons or property that are sufficiently severe, offensive or intimidating to alter the employment conditions, or to create a hostile, abusive or intimidating work environment for a District employee or employees. Although the District has a strong commitment to customer service, the District will not permit employees to be subjected to verbal or physical abuse. General examples of prohibited workplace violence include, but are not limited to:

1. Threatening to harm an individual or his/her family, friends, associates or their property.
2. Making harassing or threatening telephone calls, letters or other forms of written or electronic communications.
3. Intimidating or attempting to coerce an employee to commit wrongful acts that would affect the business interests of the District.
4. Harassing surveillance, also known as "stalking," the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his/her safety.
5. Making a suggestion or otherwise intimating that an act to injure person(s) or property is "appropriate."
6. Possession of firearms, weapons or any other dangerous device(s) on District property by anyone other than safety personnel who are governed by their own policies and procedures.
7. Use of personal or District-issued tools or equipment in a threatening manner toward a District employee or other individual.

D. Application of Prohibition – The District prohibition against threats and acts of violence applies to all District personnel, contract and temporary workers, customers and anyone else who may be in or on District property or any place where District personnel work or otherwise conduct District business.

E. Reporting – If any employee observes or becomes aware of any of the above- listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify a department head or the General Manager immediately. Employees should also notify the General Manager and their department head if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

F. Investigation – All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

G. Corrective Action and Discipline
    1. If the District determines that workplace violence has occurred, the District will take appropriate corrective action and will impose discipline on offending employees up to and including immediate termination from employment, without first exhausting the review and appeal process as provided in these Rules, if the District, in its sole discretion, determines that immediate termination is required in order to ensure the safety and welfare of its employees.
    2. Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

3. Violations of this policy by any individual may also be followed by legal action as appropriate. The District may also seek a Temporary Restraining Order or Injunction on behalf of District workers if the situation warrants such action.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.06.030 – Employee Drug and Alcohol Use Policy – Drug Free Workplace (Rule 35)

A. Purpose of Guideline – It is the intent of the District to maintain a workplace that is free of the inappropriate use of drugs and alcohol consumption during work hours and to discourage drug and alcohol abuse by its employees. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the District has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with the District, each employee must abide by this Guideline.

   Additionally, certain positions within the District are considered safety-sensitive positions pursuant to guidelines established by the U.S. Department of Transportation ("DOT") and are, therefore, required to undergo random drug and alcohol testing as mandated by 49 Code of Federal Regulations Part 40 ("Part 40"). They include, but are not limited to, positions in which employees must hold a commercial driver's license in order to operate commercial motor vehicles 26,001 lbs. gvwr, or greater, or required to display a DOT placard in the transportation of hazardous material. With respect to those safety-sensitive positions that are subject to DOT drug and alcohol testing requirements, the District adheres to Part 40 as described in Rule 36. DOT Drug & Alcohol Policy.

B. Definitions – For purposes of this Guideline:
   1. "Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained. For those employees subject to DOT testing guidelines, "illegal drugs or other controlled substances" shall mean all the substances listed in Part 40 as part of the DOT drug testing panel, including, but not limited to, marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates.
   2. "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed. Beginning on January 1, 2018, the DOT drug testing panel will also include four semi-synthetic opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone). Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.
   3. "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, appearance, behavior, speech or breath odor; information provided to management by a third party; or a suspicion that is based on other surrounding circumstances.

C. Recreational Marijuana – Be advised that the Adult Use of Marijuana Act, which legalizes the use of recreational marijuana for adults 21 years of age and older does not affect the rights of the District to maintain a drug-free workplace by prohibiting the use of marijuana by employees or prospective employees while on duty or on District premises or impairment by use of marijuana while working. Marijuana remains an illegal substance under the federal Controlled Substances Act. Therefore, the District reserves the right to terminate an employee who tests positive for psychoactive cannabis metabolites or to withdraw an offer of employment to a prospective employee who tests positive for psychoactive cannabis metabolites.
D. Prohibited Conduct – Employees may not be under the influence of alcohol or an illegal drug while on District property, while at work locations, or while on duty or subject to being called to duty. Additionally, employees may not work while impaired by the use of a legal drug whenever the impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to District property or equipment, or substantially interfere with the employee's job performance.
E. Reasonable Suspicion – When a supervisor or manager has a reasonable suspicion that any employee is working in an impaired condition or otherwise engaging in conduct that violates this Guideline, the employee will be relieved of duty and asked to submit to a blood, urine or other testing or examination designed to detect drugs or alcohol. Unless the employee is subject to federal drug testing under DOT guidelines, the District will not test for non-psychoactive cannabis metabolites. If the employee refuses to cooperate with the administration of the drug/alcohol tests, the refusal will be handled in the same manner as a positive test result. While results are expected back, employee will be placed on paid administrative leave.
F. Post-Accident – Employees who are involved in an accident that results in injury to themselves or others or significant damage to District property or equipment may be required to submit to a drug and alcohol test.
G. Disciplinary Action – A violation of this policy will subject the employee to discipline up to and including immediate termination.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2022-17, 07-18-2022; Res. No. 2024-18, 06-17-2024)

Section 3.06.040 – DOT Drug and Alcohol Policy (Rule 36)

A. Employee Questions Regarding Policy – Employees shall contact Human Resources regarding any questions related to DOT policies and procedures.
B. Employees Subject to Testing – The following policies and procedures will be strictly applied to all applicants and employees required to have a commercial driver's license (CDL), who operate a commercial motor vehicle as defined in Part 382 of Title 49 of the Code of Federal Regulations, or who perform safety-sensitive functions.
C. Safety-Sensitive Functions – The time spent on the following on-duty functions are considered times during which employees are performing safety-sensitive functions:

1. All time on any public property, waiting to be dispatched, unless the covered employee has been relieved from duty by the Employer; or
2. All time inspecting equipment or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; or
3. All time spent at the driving controls of a commercial motor vehicle in operation; or
4. All time, other than driving time, in or upon any commercial motor vehicle; or
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; or
6. All time spent performing the post-accident requirements relating to accidents; or
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

D. Prohibited Conduct – Covered employees shall follow all requirements of Rule 35 Employee Drug and Alcohol Use Policy for a Drug-Free Workplace. Employees will be provided with the Drug and Alcohol Brochure for Drivers detailing the effects of alcohol and controlled substances on a person's work, health, and personal life. All alcohol and drug use during and prior to work is strictly prohibited. DOT testing analyzes urine specimens for the following drugs/metabolites:
   1. Marijuana metabolites
   2. Cocaine metabolites
   3. Amphetamines including methamphetamine, MDMA
   4. Opioids – codeine, heroin (6-AM), morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone
   5. Phencyclidine (PCP)

E. Circumstances in Which an Employee will be Subject to Drug and Alcohol Testing
   1. Pre-Employment Testing – All applicants for positions which are covered by DOT regulations as well as employees who transfer to such a position, will be required to submit to pre-employment/pre-duty drug testing. Applicants will be ineligible for a safety-sensitive position if they do not pass the tests.
   2. Post-Accident Testing – Drug and alcohol testing will be conducted on employees following an accident involving a commercial motor vehicle in the following situations:
      a. Covered employees who were performing safety sensitive functions with respect to the vehicle involved in an accident, if the accident involves the loss of life; or
      b. Covered employees receive a citation for a traffic violation arising from the accident.
      c. Post-accident alcohol testing shall be administered within two hours following an accident and no test may be administered after eight hours. Post-accident drug testing must be administered within 32 hours following the accident and may not be administered after this time period. If testing is not done, the supervisor or management employee must provide written documentation as to why the test was not properly conducted.
   3. Random Testing – Covered employees will be subject to random alcohol and drug testing as follows:

a. Just prior to the employee performing a safety-sensitive function (i.e. driving).
b. While the employee is performing a safety-sensitive function;
c. Just after the employee has stopped performing a safety-sensitive function; or
d. Whenever a random drug test is ordered by the DOT.

4. Reasonable Suspicion Testing – When a supervisor or manager has a reasonable suspicion that an employee is using or is under the influence of drugs or alcohol, the employee will be immediately relieved of duty and be required to submit to drug and alcohol testing. The employee will be placed on paid administrative leave while awaiting test results. The observation must be based on short-term indicators, such as blurry eyes, slurring, or alcohol on the breath. The reasonable suspicion alcohol test will be administered within two hours of the observation. No test may be administered after eight hours following the observation.
5. Pre-DOT Testing – All employees who successfully obtain a driver's license are entered into the DOT random testing pool. Prior to submitting the employees to the DOT random testing pool, MSWD will test each employee to ensure the employee does not have prohibited drugs in his/her system prior to entering the DOT testing pool.

F. Consequences of Using Drugs or Alcohol While Operating a Commercial Motor Vehicle or Performing Safety-Sensitive Functions – A covered employee who has engaged in prohibited drug or alcohol use during the use of a commercial motor vehicle or the performance of a safety-sensitive function will be immediately removed from performing safety-sensitive functions. Further, the employee will be subject to disciplinary action, up to and including termination.
G. Consequences of a Verified Positive Drug Test – A covered employee who receives one (1) verified positive drug test result on a DOT required test will be immediately removed from safety-sensitive duties. An employee who has a positive DOT drug test cannot return to the performance of safety-sensitive functions until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee that receives one (1) verified positive drug test result will be subject to disciplinary action, up to and including termination.
H. Consequences of an Alcohol Test with a Concentration Greater than .04 – A covered employee who receives one (1) alcohol test with a result indicating an alcohol concentration of .04 or greater will be immediately removed from safety-sensitive duties. An employee who has a positive alcohol test cannot return to the performance of safety-sensitive functions until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee whose test results indicate an alcohol concentration greater than .04 will be subject to disciplinary action, up to and including termination.
I. Consequences of an Alcohol Test with a Concentration Greater than 0.02 but Less than .04 – A covered employee who is found to have an alcohol concentration of .02 or greater but less than .04 will be immediately removed from performing safety-sensitive functions until the employee is retested with a result below .02 or until the start of the employee's next regularly scheduled duty period, if it occurs at least 8 hours following administration of the test. Notwithstanding the foregoing, an employee whose test results indicate an alcohol concentration greater than .02 will be subject to disciplinary action, up to and including termination.

J. Consequences of Refusing to Submit to a Required Drug and/or Alcohol Test – A covered employee who refuses to submit to a required drug and/or alcohol test or who receives a verified adulterated or substituted drug test result will be immediately removed from performing safety-sensitive functions. An employee cannot return to the performance of safety-sensitive duties until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee that refuses to submit to a required drug and/or alcohol test will be subject to disciplinary action, up to and including termination.

K. Refusal to Submit to a Drug and/or Alcohol Test – You are considered to have refused to take a drug and/or alcohol test if you:

1. Drug Test
    a. Fail to appear at a collection site for any test (except a pre-employment test) within a reasonable time, as determined by MSWD, consistent with applicable DOT agency regulations, after being directed to do so by MSWD. This includes the failure of the employee to appear for a test when called by MSWD's third party administrator;
    b. Fail to remain at the collection site until the testing process is complete; Provided that a person who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
    c. Fail to provide a specimen;
    d. Fail to permit a monitored or observed collection if MSWD ordered or if the collector required the collection to be monitored or observed;
    e. Fail to provide a sufficient amount of urine specimen, provided the Medical Review Officer (MRO) finds there was no medical reason for the employee to provide insufficient amount of urine;
    f. Fail or decline to take an additional drug test that MSWD or the collector has directed;
    g. Fail to undergo a medical examination or evaluation the MRO or MSWD has directed;
    h. Fail to cooperate with any part of the specimen collection process;
    i. Fail, for an observed collection, to follow the instructions to raise and lower clothing and turn around;
    j. Possess or wear a prosthetic or other device that could be used to interfere with the collection process if the employee is found to have or wear a prosthetic or other device designed to carry clean urine or a urine substitute;
    k. Admit to the collector to having adulterated or substituted the specimen;
    l. Adulterate or substitute a urine specimen; or
    m. Admit to the MRO to having adulterated or substituted the specimen.
    n. In the case of a reported negative dilute result, the district will accept this result as a verified negative. No second collection will be required unless specifically requested by the Medical Review Officer.

2. Alcohol Test
    a. Fail to appear at an alcohol test site for any test within a reasonable time, as determined by MSWD, consistent with applicable DOT agency regulations, after being directed to do so by MSWD. This includes the

failure of the employee to appear for a test when called by MSWD's third party administrator;
b. Fail to remain at the alcohol test site until the testing process is complete;
c. Fail to provide an adequate amount of saliva or breath;
d. Fail to provide a sufficient breath specimen, provided the physician finds that there was no medical reason for the employee to provide an insufficient amount of breath;
e. Fail to undergo a medical examination or evaluation as the Company has directed as part of the insufficient breath procedures;
f. Fail to sign the certification statement at Step 2 of the Alcohol Testing Form (ATF); or
g. Fail to cooperate with any part of the testing process.

L. Drug and Alcohol Testing Procedures – Drug and/or alcohol testing shall be conducted at a facility designated by MSWD. Specimen collection, analysis and reporting shall be conducted in accordance with the procedures outlined below which are consistent with the federal regulations enumerated in 49 CFR Part 40 and all applicable guidance and state laws. These collection procedures are designed to protect the employee and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct employee.
    1. Drug Testing Procedures – Drug testing shall be conducted in a manner that assures confidentiality, a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). All sample collection and testing will be conducted consistent with the procedures put forth in 49 CFR Part 40 of the DOT regulations.
    2. Alcohol Testing Procedures – Alcohol testing may be conducted by a qualified Screening Test Technician (STT) or Breath Alcohol Technician (BAT). STTs are only permitted to conduct the first test given to an employee by using either a breath or saliva test (Screening Test). A BAT is authorized to conduct a Screening Test, but, unlike a STT, is also authorized to conduct the second test given to an employee whose test result is .02 or above (Confirmation Test). For a Screening Test, the STT or BAT may use an approved Alcohol Screening Device (ASD) or an Evidential Breath Testing device (EBT). For a Confirmation Test, the BAT is required to use an EBT.

M. Return-To-Duty Process and Follow-Up Procedures
    1. Return-to-Duty Testing – If MSWD decides to permit the employee to return to the performance of safety-sensitive functions, MSWD must ensure that the employee takes a return-to-duty test. The return-to-duty test cannot occur until:
        a. The employee has been evaluated by a substance abuse professional (SAP) to determine what education and/or treatment the employee needs to resolve problems related to alcohol or drug use;
        b. The employee has successfully complied with the prescribed education and/or treatment;
        c. The employee has been re-evaluated by the SAP to ensure that the employee has properly followed the education and/or treatment program; and

d. The employee agrees to execute a second chance agreement which outlines the conditions of employee's return to work.

Cost associated with return to duty, such as SAP services, education, or treatment are the sole responsibility of the employee.

2. Follow-Up Testing
    a. An SAP must establish a written follow-up testing plan for each employee who has committed a DOT drug or alcohol regulation violation and who seeks to resume the performance of safety-sensitive functions. The SAP does not establish this plan until after it is determined that the employee has successfully complied with the education and/or treatment recommendations.
    b. The SAP must present a copy of the follow-up testing plan directly to the MSWD's DER.
    c. The SAP is the sole determiner of the number and frequency of follow-up tests and whether these tests will be for drugs, alcohol, or both, unless otherwise directed by the appropriate DOT agency regulation. For example, if an employee had a positive drug test, but the SAP evaluation or the treatment program professionals determined that the employee has an alcohol problem as well, the SAP should require that the employee have follow-up tests for both drugs and alcohol.
    d. The SAP must, at a minimum, direct that the employee be subject to six (6) unannounced follow-up tests in the first 12 months of safety-sensitive duty following the employee's return to safety-sensitive functions. The SAP may, however, require a greater number of follow-up tests during the first 12-month period of safety-sensitive duty.
    e. The SAP may also require follow-up tests during the 48 months of safety-sensitive duty following this first 12-month period. The SAP is not to establish the actual dates for the follow-up tests he/she prescribes. The decision on specific dates to test is the responsibility of the Company.
    f. MSWD will not impose additional testing requirements on employees that go beyond the SAP's follow-up and random testing plan.

N. Drug and Alcohol Clearinghouse
    1. Reporting – The following violations or milestones will be reported to the Clearinghouse for any covered employees. MSWD, its service providers, its Medical Review Officer, and/or its Substance Abuse Professional(s) as required by FMCSA directive to report:
        a. Any verified positive, adulterated, or substituted DOT drug test
        b. Any validated DOT alcohol test of 0.04 or higher
        c. Any refusal to submit to a DOT required drug or alcohol test
        d. Any confirmed and recorded "actual knowledge" that the driver violated the DOT drug or alcohol rules, including:
            i. Any on-duty alcohol use, including any citation for driving under the influence of alcohol (DUI/DWI) while driving a commercial motor vehicle

ii. Any alcohol use within 4 hours before going on duty
iii. Any alcohol use within 8 hours of an accident or before a post-accident test is complete (whichever occurs first)
iv. Any prohibited drug use while on duty

e. Successful completion of the return-to-duty process following treatment
f. Any negative DOT return-to-duty test*
g. Successful competition of follow-up testing*

*Only reported if the primary violation occurred on or after January 6, 2020.

2. Granting of Consent – Covered employees must grant consent for MSWD to purchase Clearinghouse reports:
    a. Prior to employment with MSWD, all covered employees must create a Clearinghouse account and log in to permit MSWD consent to acquire a "full" report.
    b. Covered employees must sign a separate Consent "for Limited Queries" form allowing MSWD access to "limited" queries each year. Covered employees may limit the length of time that such consent is valid but making it valid for the duration of employment with MSWD is recommended.
    c. MSWD will notify the employee that they must immediately log in to the Clearinghouse to provide permission so MSWD may obtain the driver's full Clearinghouse record if a limited query exposes information about the driver. Such record will be acquired within 24 hours of the limited query.

    A covered employee who refuses to grant the consent described above will not be allowed to perform any safety-sensitive duties as defined in §382.107. The employee will not be allowed to resume the safety-sensitive duties until the employee has granted the mandatory consent, MSWD then obtains the report, and the Clearinghouse query shows that the employee is eligible to carry out safety-sensitive duties.

3. Employee Accounts – Covered employees are required to have an online account as clearinghousefmcsa.dot.gov and are highly encouraged to provide an email address so they may be contacted. Employees are permitted to see their own Clearinghouse records free of charge and may challenge the accuracy of information reported to the Clearinghouse, but not the accuracy of test results or refusals using the procedures listed in §382.717.
4. Queries
    a. MSWD will purchase reports (a.k.a. queries) from the Clearinghouse at these times:
        i. Once a year for all covered employees, and
        ii. Preceding employment of any new covered employees.

b. Reports to the Clearinghouse will include:
    i. The driver's name
    ii. Date of birth
    iii. Commercial driver's license number and state of issuance
    iv. Violation and/or testing data

O. Notice of Violations – Covered employees are required to notify MSWD in writing if they have violated the drug and/or alcohol prohibitions of 49 CFR Parts 40 and 382 while employed with MSWD. The statements must be received before the end of the business day the day after the employee received notification of the violation or prior to performing any safety-sensitive duties, whichever comes first.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.06.050 – Inclement Weather (Rule 37)

While this area generally enjoys excellent weather, there are occasions when there can be the potential for flooding, high winds, dust storms, and snow.

Because of the key role our District plays in any weather emergency, all employees are expected to report to work unless major thoroughfares have been closed due to extreme weather. Quite often, bad weather conditions are localized in our area and, simply by waiting, an employee may be able to safely arrive at work later in the day. Under these circumstances, call the immediate supervisor to advise them of the poor weather conditions in the area and the expected time of arrival.

On occasion, bad weather occurs during the day after arriving at work. Depending upon the circumstances, an employee may wish to leave or be advised to leave.

An employee's best judgment should be used in deciding whether it is reasonable to attempt to get to work or leave work early.

Employees who do not report to work when the District is open for business will not be paid for the day or for those hours not present during the day. With supervisor approval, the individual may take the time off as vacation or optional holiday time providing the employee has sufficient accrued hours.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020; Res. No. 2024-18, 06-17-2024)

Section 3.06.060 – Lactation Policy (Rule 38)

An employee has a right to request a lactation accommodation. A reasonable amount of break time will be provided for any employee that needs to express breast milk for the employee's infant child each time the employee has a need to express milk.

A. Procedure for Requesting Lactation Accommodation – An employee may request a lactation accommodation by submitting a lactation accommodation request to the employee's department supervisor. The department supervisor must respond to the

employee's accommodation request in writing on the same lactation accommodation request form submitted by the employee indicating the approval or denial of the break request. The completed request form must be returned to the employee and a copy sent to the human resources department.

The District reserves the right to deny, in writing, an employee's request for a lactation break if the additional break time will seriously disrupt operations.

B. Accommodations Provided – If approved, the employee will be provided a reasonable break time that, if possible, runs concurrently with any break time already provided to the employee. Additional unpaid break time will be provided if needed. Nonexempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

The employee will also be provided a safe, clean, and private place to express milk that includes a surface to place a breast pump and other personal items, seating, and access to electricity or other charging device needed to operate an electric or battery-powered breast pump. The lactation room shall not be a bathroom and will be in close proximity to the employee's work area. The employee will also have access to a sink with running water and a refrigerator or other cooling system suitable for storing milk in close proximity to the employee's work area.

An employee may file a complaint with the Labor Commissioner if a reasonable lactation accommodation, including all the standards listed above, is not provided by the District.

(Res. No. 2020-06, 03-11-2020; Res. No. 2020-21, 12-21-2020)

Section 3.06.070 – Education and Certification Incentive Pay (Rule 39)

Each employee shall receive educational incentive pay, as indicated, if they achieve the following:

A. Higher Education
   1. Employees whose job do not require a higher education degree (HED), but have earned one or employees who obtain a higher degree than required by their position will be eligible for the following incentive:
      a. Bachelor's Degree or Master's Degree: two-and-one half percent (2 ½%) of base pay.

B. Certification Educational Incentive for Field Employees:
   1. **One (1) Job-Related Certification Educational Incentive:**
      a. Field employees can earn an additional two-and-one-half percent (2 ½%) of base pay for obtaining one job-related certification from the approved list of job eligible certifications for field employees.
   2. **Two (2) Job-Related Certifications Educational Incentive:**

a. Field employees can earn an additional two-and-one-half percent (2 ½%) of base pay for obtaining two job-related certifications from the approved list of job eligible certifications for field employees.
b. Since it's not possible to hold two certificate grades simultaneously (e.g., Water Distribution Grade 3 and Water Distribution Grade 2), field employees who possess a certification that is two (2) levels higher than what their job requires can earn incentive pay up to five percent (5%) of base pay. However, only the incentive pay associated with the actual certification held per the approved list of job eligible certifications for field employees is reportable to CalPERS.

3. **Commercial Driver's License (CDL) Bonus:**
   a. Field employees who voluntarily maintain a CDL (not ordinarily required for their job) will be entitled to an additional two-and-one-half percent (2 ½%) of base pay. This compensation is not reportable to CalPERS.

C. Maximum Combined Incentive Pay – Total maximum combined incentive pay not to exceed five percent (5%) of base pay.
D. Eligibility
   1. Higher education degrees: Degrees be relevant to the duties regularly performed in the job classification, as determined by the General Manager.
   2. Certifications: Certifications must directly relate to the employee's job description. Refer to the approved list of job eligible certifications for field employees.
E. Effective Date –
   1. Employes must submit a Request for Educational Incentive pay along with necessary supporting documentation to the Human Resources Manager for approval.
   2. The employee will receive incentive pay beginning the next full pay period after submission of the documentation showing completion to the Human Resources Manager. It is the employee's responsibility to submit the required documents in a timely manner.
F. Exceptions
   1. Ineligible Employees:
      a. Supervisors/superintendents, managers, and directors are not eligible for this incentive pay.
      b. Students, temporary, part-time, seasonal, or emergency employees are not eligible for this incentive pay.
   2. Prerequisite or Acceptable Option
      a. Employees are not eligible if their job classification states that a degree or certification is a prerequisite or an acceptable option for meeting required qualifications
G. Approved list of Job Eligible Certifications for Field Employees:

Collections System Operator I	Grade II California Water Environment Association Collections Maintenance Certificate Grade III California Water Environment Association Collections Maintenance Certificate
Collections System Operator II	Grade III California Water Environment Association Collection System Grade IV California Water Environment Association Collection System
Field Operations Technician I	Grade II (D-2) Water Distribution Certificate Grade III (D-3) Water Distribution Certificate
Field Operations Technician II	Grade III (D-3) Water Distribution Certificate Grade IV (D-4) Water Distribution Certificate
Field Service Representative I	Grade II (D-2) Water Distribution Certificate Grade III (D-3) Water Distribution Certificate
Field Service Representative II/Backflow Specialist	Grade II (D-2) Water Distribution Certificate Grade III (D-3) Water Distribution Certificate Grade II (T-2) Water Treatment Certificate Grade III (T-3) Water Treatment Certificate
Field Service Representative II	Grade III (D-3) Water Distribution Certificate Grade IV (D-4) Water Distribution Certificate Grade III (T-3) Water Treatment Certificate
Lead Field Service Representative	Grade III (D-3) Water Distribution Certificate Grade IV (D-4) Water Distribution Certificate Grade III (T-3) Water Treatment Certificate
Lead Collections System Operator	Grade IV California Water Environment Association Collection System
Lead Field Operations Technician	Grade IV (D-4) Water Distribution Certificate Grade V (D-5) Water Distribution Certificate Grade II (T-2) Water Treatment Certificate Grade III (T-3) Water Treatment Certificate

Lead Wastewater Treatment Plant Operator	Grade IV Wastewater Treatment Plant Operator Certificate Grade V Wastewater Treatment Plant Operator Certificate Grade III Collection System Maintenance Certificate
Water Production Operator I	Grade II (D-2) Water Distribution Operator's Certificate Grade III (D-3) Water Distribution Operator's Certificate Grade II (T-2) Water Treatment Operator’s Certificate Grade III (T-3) Water Treatment Operator’s Certificate
Water Production Operator II	Grade III (D-3) Water Distribution Operator's Certificate Grade IV (D-4) Water Distribution Operator's Certificate Grade II (T-2) Water Treatment Operator’s Certificate Grade III (T-3) Water Treatment Operator’s Certificate
Wastewater Treatment Plant Operator I	Grade II Wastewater Treatment Operator's Certificate Grade III Wastewater Treatment Operator's Certificate Grade II Collection System Maintenance Certificate
Wastewater Treatment Plant Operator II	Grade III Wastewater Treatment Plant Operator Certificate Grade IV Wastewater Treatment Plant Operator Certificate Grade III Collection System Maintenance Certificate

(Res. No. 2022-17, 07-18-2022; Res. No. 2022-32, 12-19-2022; Res. No. 2023-16, 07-17-2023; Res. No. 2024-18, 06-17-2024)

Section 3.06.080 – Bilingual Pay (Rule 40)

A. Eligibility – Employees who demonstrate, to the satisfaction of the District, the ability to communicate in a foreign language will receive a stipend in the amount of $25 per pay period. These employees may be required to communicate with customers, review

literature that has been translated by third parties, and/or to translate simple documents from a foreign language to English or vice versa.

Employees who wish to receive bilingual pay must apply by submitting the Bilingual Pay form to the Human Resources Department.

Employees who do not pass to the District's satisfaction the initial language evaluation may reapply to be evaluated after 6 months.

B. Effective Date – The employee will receive a salary increase beginning the next full pay period after receiving a passing score in the foreign language evaluation.
C. After an absence of 30 days, bilingual pay ceases and will reinstate once the employee returns to work.

(Res. No. 2023-16, 07-17-2023; Res. No. 2024-18, 06-17-2024))

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETING**

MEETING DATE(S): **SEPTEMBER 12 & 16, 2024**

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

FOR: ACTION **X** DIRECTION ____ INFORMATION ____

RESOLUTION 2024-25: DESIGNATION OF MISSION SPRINGS WATER DISTRICT POSITIONS AUTHORIZED TO APPLY FOR FEDERAL DISASTER ASSISTANCE ON BEHALF OF THE DISTRICT

STAFF RECOMMENDATION

Adopt Resolution 2024-25 authorizing the following positions within Mission Springs Water District to apply for federal disaster assistance on behalf of the District: General Manager, Assistant General Manager, Director of Finance, Director of Operations.

SUMMARY

The District applied for disaster relief assistance in the amount of $58,402.14 through a subrecipient grant from CalOES in 2020 to support recovery efforts in response to COVID-19. One of the requirements of the grant is to provide a list of authorized agents (positions) that are allowed to apply for this aid on behalf of MSWD.

ANALYSIS

CalOES requires that the governing body of applicant organizations pass a resolution designating which positions within the organization are authorized to apply for disaster assistance aid on its behalf. This resolution ensures that only specified individuals can represent the District in the application process, streamlining the process and maintaining accountability. By clearly defining these roles, the District can effectively manage its disaster aid requests and ensure that applications are submitted by individuals with the proper authority.

FINANCIAL DATA		
Cost Associated with this action:		$0
Current FY cost:		$0
Future FY cost:		$0
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:		N/A
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		N/A
BID/Job#		N/A
Current BID/Job balance		N/A
Balance remaining if approved:		N/A

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

Passing the resolution to designate authorized positions has no fiscal impact. However, if the resolution is not passed, the District would forfeit $58,402.14 in assistance funding. This action aligns with Strategic Plan Smart Goal 3.2 - Control Costs and Manage Debt Responsibly, and Key Success Measure 4 - Limit the Impact of Unexpected Expenditures.

ATTACHMENTS

Resolution 2024-25
CalOES List of Authorized Agents Form

RESOLUTION NO. 2024-25

A RESOLUTION OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT DESIGNATING CERTAIN POSITIONS WITHIN MISSION SPRINGS WATER DISTRICT TO APPLY FOR FEDERAL DISASTER ASSISTANCE

WHEREAS, in the event of a disaster, the Federal Emergency Management Agency (FEMA), through the California Governor's Office of Emergency Services (Cal OES), may provide federal assistance for recovery efforts at the governor's request. FEMA works with Cal OES to administer the Public Assistance (PA) Grant Program.

WHEREAS, Mission Springs Water District has applied for federal assistance from FEMA through Cal OES to support recovery efforts in response to the COVID-19 disaster declaration (4482DR).

WHEREAS, Mission Springs Water District has been advised by Cal OES that a Designation of Applicant's Agent Resolution is required in order to apply for federal disaster assistance through FEMA in coordination with Cal OES.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of Mission Springs Water District as follows:

SECTION 1. The following positions within Mission Springs Water District,

- General Manager, OR
- Assistant General Manager, OR
- Director of Finance, OR
- Director of Operations,

are hereby authorized to execute for and on behalf of Mission Springs Water District, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM), under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

- Flood Mitigation Assistance Program (FMA), under Section 1366 of the National Flood Insurance Act of 1968.
- National Earthquake Hazards Reduction Program (NEHRP) 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- California Early Earthquake Warning (CEEW) under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12.

SECTION 2. That the Mission Springs Water District, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

SECTION 3. This resolution shall take effect immediately.

ADOPTED this ____ day of September 2024, by the following vote:
Ayes:
Noes:
Abstain:
Absent:

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

ATTEST:

Brian Macy
Secretary of Mission Springs Water District
and its Board of Directors

CERTIFICATION OF ADOPTION

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

I, Brian Macy, Secretary of the Board of Directors of Mission Springs Water District, certify that the foregoing is a full, true and correct copy of Resolution No. 2024-25 which was adopted by the Board of Directors of said District at its regular meeting held September 16, 2024.

It has not been amended or repealed.

Dated: September 16, 2024

_____
Brian Macy
Secretary of Mission Springs Water District
and its Board of Directors

List of Authorized Agents

Entity Name: Mission Springs Water District

Cal OES ID: 065-07B1F-00

- *Enter each Authorized Agent (AA) as listed on the Designation of Applicant's Agent Resolution (Cal OES 130) for Non-State Agencies* **or** *as it appears on the Signature Authority (Cal OES 130SA) for California State Agencies.*
- *Check box to receive electronic copies of Cal OES Notification of Obligation and/or Payment packages. (Minimum 1 AA.)*
- *Email addresses must use an email that shares the official entity URL.*

Authorized Agent Name	Authorized Agent Title	Email Address	Email Pkg?
Brian Macy	General Manager	bmacy@mswd.org	
Marion Champion	Assistant General Manager	mchampion@mswd.org	
Arturo Ceja	Director of Finance	aceja@mswd.org	
Danny Friend	Director of Operations	dfriend@mswd.org	

- *An Approved Contact may be designated by an AA to request or receive information on grant payment status. Add them by inputting their information below. (Ex. Accounting/Admin offices) Must use an official email URL.*

Approved Contact Name	Approved Contact Title	Email Address	Email Pkg?
William Whitten	Business Analyst	wwhitten@mswd.org	
Rita Huber	Accountant	rhuber@mswd.org	
Mike Nusser	Water Resource Analyst	mnusser@mswd.org	

Please use a second page if more space is needed.

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETINGS**

MEETING DATE(S): **SEPTEMBER 12 & SEPTEMBER 16, 2024**

FROM: **ERIC WECK, P.E., ENGINEERING MANAGER**

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

RESOLUTION 2024-26 AUTHORIZING THE GENERAL MANAGER TO SIGN AND EXECUTE AGREEMENTS AND NECESSARY SUPPORTING DOCUMENTS WITH THE ARMY CORPS OF ENGINEERS FOR THE GROUNDWATER QUALITY PROTECTION PROGRAM

STAFF RECOMMENDATION

It is recommended to adopt Resolution No. 2024-26 and authorize the General Manager to sign and execute agreements, and necessary supporting documents with the Army Corps of Engineers for the Groundwater Quality Protection Program.

SUMMARY

Under the Section 219 program, MSWD is eligible to receive funding for the planning, design, and construction of water and sewer systems. Specifically, the focus has been on the Groundwater Quality Protection Program (GQPP) centered on the design and construction of municipal wastewater collection and treatment systems that will eliminate individual septic systems that overlie the Mission Creek, Desert Hot Springs, and Indio Subbasins. Over the next 5-years, MSWD will be seeking federal funding annually with the USACE to complete NEPA compliance documentation, design updates, and construction of septic to sewer improvements within the GQPP Areas J-2, H, I, K, A, and G.

FINANCIAL DATA		
Cost Associated with this action:		$0
Current FY cost:		$0
Future FY cost:		$0
Is it covered in current year budget:	YES ☐	NO ☒
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:		N/A
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		N/A
BID/Job#		N/A
Current BID/Job balance		N/A
Balance remaining if approved:		N/A

ANALYSIS

The DHS Project Partnership Agreement, Certificate of Lobbying and Real Estate Acquisition Capability forms are required to be signed and executed by the General Manager. Executing Resolution No. 2024-26 will allow the District to quickly review, sign and return necessary procedural documents for the GQPP to be processed by the Army Corps of Engineers.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

Consistent with Section 219 requirements, the Federal share shall be equal to 75% of all costs and the MSWD Non-Federal sponsor share shall be equal to 25% of all costs. Costs will be based on the amount awarded to MSWD annually. This action is consistent with Strategic Plan Goal 4.2 - Update Existing Water and Wastewater Master Plan by continuing to work with the US Army Corps of Engineers to design and construct assessment areas while leveraging grant funding to lower customer costs.

ATTACHMENTS

Resolution No. 2024-26
DHS Partnership Agreement
Certificate of Lobbying
Real Estate Acquisition Capability

RESOLUTION NO. 2024-26

A RESOLUTION OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT AUTHORIZING THE GENERAL MANAGER TO SIGN AND EXECUTE AGREEMENTS AND SUPPORTING DOCUMENTS WITH THE US ARMY CORPS OF ENGINEERS FOR THE GROUNDWATER QUALITY PROTECTION PROGRAM

Commented [EW1]: GROUNDWATER QUALITY PROTECTION PROGRAM

WHEREAS, the Mission Springs Water District (the "District") intends to undertake the Groundwater Quality Protection Program (the "Project").

WHEREAS, the District has been authorized up to $35,000,000 in federal funding under the US Army Corps of Engineers Section 219 Program of the Water Resources Development Act of 1992, and as amended in 2001 and 2007

WHEREAS, the US Army Corps of Engineers desires to execute a new project partnership agreement with Mission Springs Water District in substantially the form that is attached hereto as Exhibit A.

WHEREAS, the District desires to receive $4,000,000 per year in grant funding for the Project.

WHEREAS, The US Army Corps of Engineers requires the adoption of a Resolution verifying: (1) identity of the official with legal authority to enter an agreement, (2) identify the Authorized Representative is designated to provide assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement, and (3) the Authorized Representative, or his/her designee, is designated to represent the District in carrying out the District's responsibilities under the project partnership agreement.

BY THIS RESOLUTION, BE IT RESOLVED, DETERMINED AND ORDERED that the Board of Directors of the District hereby directs as follows:

1. The above recitations are true.

2. The General Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the District, a project partnership agreement for grant funding from the US Army Corps of Engineers for planning, design, and construction of the Project that is attached hereto as Exhibit A and incorporated by this reference, with the US Army Corps of Engineers.

3. The Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the project partnership agreement, including executing a project partnership agreement from the US Army Corps of Engineers and any amendments or changes thereto.

4. The Authorized Representative, or his/her designee, is designated to represent the District in carrying out the District's responsibilities under the project partnership agreement.

5. This Resolution shall take effect from and after its date of adoption.

ADOPTED this ___the day of _____, 2024.

Ayes:
Noes:
Absent:
Abstain:

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

ATTEST:

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

4843-5323-1092v2/024547-0013

CERTIFICATION OF ADOPTION

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

I, Brian Macy, Secretary of the Board of Directors of Mission Springs Water District, certify that the foregoing is a full, true and correct copy of Resolution No. 2024-26, which was duly and regularly adopted by the Board of Directors of said District at its special meeting held _____ ___, 2024.

It has not been amended or repealed.

Dated _____ ___, 2024

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

4843-5323-1092v2/024547-0013

MODEL AGREEMENT
FOR
ENVIRONMENTAL INFRASTRUCTURE
DESIGN AND CONSTRUCTION ASSISTANCE UNDER
SECTION 219 – WATER RESOURCES DEVELOPMENT ACT OF 1992, AS AMENDED
JUNE 22, 2020
(with updates as of JANUARY 10, 2023)

APPLICABILITY AND INSTRUCTIONS:

1. The attached model cost sharing agreement must be used for all agreements for the provision of design and construction assistance for non-Federal water-related environmental infrastructure and resource protection and development projects, including waste water treatment and related facilities and water supply, storage, treatment, and distribution facilities, under Section 219 of the Water Resources Development Act (WRDA) of 1992, as amended. Contact the HQ Agreements Team for a Section 219 project involving nonstandard provisions not addressed in the model. Implementation guidance for Section 219 is provided in CECW-PD memorandum, dated December 12, 2001, subject: Implementation of Projects Under Section 219 of the Water Resources Development Act of 1992, as amended. As required by Section 219(a), design or engineering assistance provided by the Government must be obtained by procurement from private sources, unless the service would require the use of a new technology unavailable in the private sector, or a solicitation or request for proposal has failed to attract two or more bids or proposals. This limitation does not apply to analysis and documentation to address NEPA requirements, which must be completed by the Corps prior to initiation of construction on each increment of work.

2. The scope of the agreement will initially be limited to an increment of work that can be implemented within available funds. However, if additional funds are provided in a subsequent fiscal year for additional increment(s) of work, the additional increment(s) of work may be undertaken without an amendment to the original agreement if all of the following conditions are met: (a) the additional increment of work can be implemented within such available additional funds and using the same Section 219 project authority; (b) the additional increment of work involves the same Non-Federal Sponsor(s) and the work is documented in a subsequent Letter Report; (c) the Letter Report includes written concurrence from the Non-Federal Sponsor(s) supporting implementation of the additional increment of work, including self-certification(s) of financial capability to satisfy the non-Federal obligations for the additional increment of work; and (d) the Letter Report is approved by the Division Commander, or District Commander if such approval authority has been delegated, prior to implementation of such work.

3. The MSC Commander has delegated authority to approve the agreement only if there are no substantive deviations from the approved model. Before approval, division counsel is required to concur that the agreement does not substantively deviate from the model and is appropriate to use for the particular project. If there are substantive deviations, the agreement package, along with the MSC Division Commander's recommendations, must be transmitted to the appropriate HQUSACE RIT and the HQ Agreements Team (DLL-HQ-Agreements-Team@usace.army.mil) for review and requires the Director of Civil Works' approval. The District Commander is authorized to execute the agreement after its approval.

4. The following options, including language for the agreement, are addressed in the Attachment:
a. Option 1: Not An Obligation of Future Appropriations (page A-1).
b. Option 2: Multiple Sponsors (page A-2).

5. Reminder: Make all required insertions, including language associated with an option; remove this cover page; remove the open and close brackets and any instructional text; ensure the page numbers, spacing, and page breaks throughout the agreement are appropriate; if more than one option is used, ensure the Article and paragraph numbering and references therein are correct; and delete the Attachment.

6. The Certificate of Authority for Environmental Infrastructure Assistance, Certification Regarding Lobbying, and the Non-Federal Sponsor's Self-Certification of Financial Capability should be included as a part of the agreement package. These certificates can be found on the Corps' "Project Partnership Agreements" website under the "Forms" tab.

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
MISSION SPRINGS WATER DISTRICT
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
DESERT HOT SPRINGS, CA 219

THIS AGREEMENT is entered into this ___ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Los Angeles District (hereinafter the "District Commander") and the Mission Springs Water District (hereinafter the "Non-Federal Sponsor"), represented by its General Manager.

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for Desert Hot Springs, CA 219 at Desert Hot Springs, CA was authorized by Section 219 **[INSERT SPECIFIC AUTHORIZATION CITE UNDER SECTION 219 FOR THE PROJECT, e.g., (c)(2) and (e)(5), (f)(259), etc.]** of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter "Section 219");

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "increment of work" means design and construction of features, as generally described in a Letter Report, and approved by the Division Commander for South Pacific Division The initial increment of work consists of preparing NEPA compliance documents, as generally described in the Letter Report for the Mission Springs Water District Groundwater Quality Protection Project , dated **[Month Year]** and approved by the Division Commander for South Pacific Division on _____,_____. Each additional increment of work, if any, will be described in a separate Letter Report, which will specify the amount of Federal funds

available for such work. In the event of a conflict between this Agreement and a Letter Report, this Agreement will control.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes the Government's costs of engineering, design, including preparation of Letter Reports and conducting environmental compliance activities, and construction; the Government's supervision and administration costs; the Non-Federal Sponsor's creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "in-kind contributions" means those services undertaken or materials provided by the Non-Federal Sponsor after the date of approval of the Letter Report for the increment of work that are identified as being integral to the design or construction of that increment of work, and approved in writing, by the Division Commander for South Pacific Division (hereinafter the "Division Commander"). To be integral, the service or material must be part of work that the Government would otherwise have undertaken for design or construction of that increment of work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for an increment of work; however, it does not include HTRW cleanup and response.

G. The term "betterments" means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

H. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount.

C. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. If providing in-kind contributions for an increment of work, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs C.1. and C.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C. within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph C.2. above.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of an increment of work is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government. The Government shall furnish the Non-Federal Sponsor with a copy of the as-built drawings for the completed work.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

H. In addition to the ongoing, regular discussions between the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on the Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing the real property interests and relocations required for construction, operation, and maintenance of such work at no cost to the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of each increment of work, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for such work.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests for construction, operation, and maintenance of each increment of work.

B. In the event it is discovered that HTRW exists in, on, or under any of the required real property interests needed for construction, operation, and maintenance of an increment or work, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities within the contaminated area of that increment of work shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of cleanup and response of the HTRW, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The

Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work and credited towards the Non-Federal Sponsor's share of such costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs the value of required real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for credit. The Non-Federal Sponsor shall obtain, for each creditable real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The

appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner for an increment of work, whichever occurs later, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the value of the required real property interests that are creditable to the Non-Federal Sponsor's share of such construction costs.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds $10,000, up to a maximum of $25,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring required real property interests from private owners required for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the costs of required relocations performed by the Non-Federal Sponsor after approval of the Letter Report for an increment of work. As relocations are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs.

a. For a relocation other than a highway, creditable costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, creditable costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of California would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the costs of in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Letter Report for such work.

a. As in-kind contributions are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in construction costs for an increment of work or creditable against the Non-Federal Sponsor's share of such costs: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; in-kind contributions obtained at no cost to the Non-Federal Sponsor; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. In undertaking relocations and construction of in-kind contributions for an increment of work, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests,

relocations, and in-kind contributions that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be $_____, with the amount of Federal funds available for such work limited to $_____**[INSERT AMOUNT OF FEDERAL FUNDS AVAILABLE FOR THE INITIAL INCREMENT OF WORK]**. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be $_____, which includes creditable real property interests projected to be $_____, creditable relocations projected to be $_____, creditable in-kind contributions projected to be $_____, and the amount of funds required to meet its minimum 25 percent cost share projected to be $_____. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Los Angeles (L1)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, Los Angeles (L1)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receiving written notice from the Government, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design or construction.

B. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without

the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
General Manager
Mission Springs Water District
66575 2nd Street
Desert Hot Springs, CA 92240

If to the Government:
District Commander
U.S. Army Corps of Engineers, Los Angeles District
915 Wilshire Boulevard, Suite 1109
Los Angeles, CA 90017-3409

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY	Mission Springs Water District
BY: _____	BY: _____
Andrew J. Baker	Brian E. Macy
Colonel, U.S. Army	General Manager
District Commander	
DATE: _____	DATE: _____

Attachment

Option 1: Not An Obligation of Future Appropriations. An agreement may reflect that it does not obligate future appropriations when doing so is inconsistent with constitutional or statutory limitations of a State or political subdivision thereof. However, inclusion of this option does NOT provide that the Non-Federal Sponsor's performance and payments are subject to appropriations of funds. The Government retains the right to exercise any legal rights it has to protect the Government's interests. If applicable and requested by the Non-Federal Sponsor, insert into the agreement as the last Article the following:

"ARTICLE XV - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsor intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the **[Insert name of the legislative body that makes the appropriations, e.g., legislature of the State of Maryland]**, where creating such an obligation would be inconsistent with **[Insert the specific citation to the constitutional or statutory limitation on committing future appropriations]**. If the Non-Federal Sponsor is unable to, or does not, fulfill its obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government's interests.**"**

Attachment

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[SIGNATURE OF PPA SIGNATORY]
[TYPED NAME]
[TITLE IN FULL]

DATE: _____

ASSESSMENT OF NON-FEDERAL SPONSOR'S REAL ESTATE ACQUISITION CAPABILITY

I. Legal Authority:

a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes?

Yes, Mission Springs Water District (MSWD) is a County Water District and public agency formed pursuant to Water Code §§ 30000 et seq., with the power to "take any property necessary to carry out the business of the district by grant, purchase, gift, devise, condemnation, or lease." (Water Code §§ 31040 et seq.)

b. Does the sponsor have the power of eminent domain for this project?

Yes, see response I.a. MSWD has the power to take property by eminent domain, and may take possession of property ("quick-take"), after filing a compliant and prior to entry of judgment, pursuant to Cal. Code of Civil Procedures §§ 1255.410 et seq.

c. Does the sponsor have "quick-take" authority for this project?

Yes, see response I.b. MSWD has the power to "acquire, construct, and operate facilities for the collection, treatment, and disposal of sewage, waste and storm water of the district." (Water Code §§ 31100 et seq.)

d. Are any of the lands/interests in land required for the project located outside the sponsor's political boundary?

No, there are no lands or interest in lands outside of MSWD's political boundary.

e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn?

No, MSWD is not aware of any such lands.

Assessment of Non-Federal Sponsor's Real Estate Acquisition Capability

II. Human Resource Requirements:

a. Will the sponsor's in-house staff require training to become familiar with the real estate requirements of Federal projects including P.L. 91- 646, as amended?

No, MSWD's in-house staff is familiar with Federal real estate requirements and will not require training.

b. If the answer to II.a. is "yes," has a reasonable plan been developed to provide such training?

N/A

c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project?

Yes, MSWD's in-house staff has sufficient real estate acquisition experience as it relates to the Project.

d. Is the sponsor's projected in-house staffing level sufficient considering its other workload, if any, and the project schedule?

Yes, MSWD has in-house staff available to meet the Project schedule.

e. Can the sponsor obtain contractor support, if required in a timely fashion?

Yes, MSWD regularly works with contract staff and has the ability to procure additional support quickly, as needed.

f. Will the sponsor likely request USACE assistance in acquiring real estate?

No, MSWD will not require USACE assistance in acquiring real estate.

Assessment of Non-Federal Sponsor's Real Estate Acquisition Capability

III. Other Project Variables:

a. Will the sponsor's staff be located within reasonable proximity to the project site?

Yes, MSWD's staff is located at their main office with the City of Desert Hot Springs.

b. Has the sponsor approved the project/real estate schedule/milestones?

Yes, MSWD has been implementing the project, in conjunction with USACE, for several years.

IV. Overall Assessment:

a. Has the sponsor performed satisfactorily on other USACE projects?

Yes, MSWD has successfully partnered with USACE on this project since 2007.

b. With regard to this project, is the sponsor anticipated to be: highly capable/fully capable/moderately capable/marginally capable/insufficiently capable?

MSWD is expected to be fully capable.

Assessment of Non-Federal Sponsor's Real Estate Acquisition Capability

V. Coordination:

a. Has this assessment been coordinated with the sponsor?

Yes, MSWD has coordinated on this assessment.

b. Does the sponsor concur with this assessment?

Yes, MSWD concurs.

Prepared by:

BOYD.KELLY.1386911483 Digitally signed by BOYD.KELLY.1386911483 Date: 2023.07.20 13:27:43 -07'00'

Kelly Boyd
Realty Specialist

Reviewed and approved:

CHERYL L. CONNETT Digitally signed by CHERYL L. CONNETT Date: 2023.09.28 11:17:30 -07'00'

Cheryl L. Connett
Chief, Real Estate Division

Non-Federal Sponsor Concurrence:

_____

Name: Brian Macy, P.E.
Title: General Manager, Mission

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETINGS**

MEETING DATE(S): **SEPTEMBER 12 & 16, 2024**

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

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

RESOLUTION 2024-27
AMENDING CLASSIFICATION AND COMPENSATION PLANS FOR FY 2024-2025

STAFF RECOMMENDATION

It is recommended that the Board adopt Resolution 2024-27 which amends the Employee Classification and Compensation Plan for FY 2024-2025.

SUMMARY

In September 2024, MSWD will be commissioning the Nancy Wright Regional Water Reclamation Facility. This new facility will require additional training and certification to operate at the design capacity of 1.5 million gallons per day. Due to the required additional certification, it is necessary to add a Wastewater Treatment Plant Operator III to the classification and compensation plans.

ANALYSIS

This action will not add any additional employees, but simply add an advanced level classification to the Wastewater Treatment Plant Operator series.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

There is no cost associated with updating the Administrative Code. This action is consistent with Strategic Plan Smart Goals 6.1 & 7.3 - Embracing technological solutions that align the District with industry best practices and modern standards, and recruit and retain employees.

FINANCIAL DATA		
Cost Associated with this action:	$14,886	
Current FY cost:	$14,886	
Future FY cost:	$14,886	
Is it covered in the current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, the year needed:	N/A	
All previous contracts, including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	301 - Sewer	
BID/Job#	5640-50001	
Current BID/Job balance	N/A	
Balance remaining if approved:	N/A	

ATTACHMENTS

Resolution 2024-27
Updated 2024-2025 Salary Schedule
Wastewater Treatment Plant Operator I/II/III Job Description

RESOLUTION NO. 2024-27

A RESOLUTION OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT APPROVING AND ADOPTING ITS REVISED EMPLOYEE COMPENSATION PLAN FOR FY 2024-2025

WHEREAS, the Board of Directors, by Resolution, annually adopts a Classification and Compensation Plan for its employees; and

WHEREAS, on July 15, 2024, the Mission Springs Water District Board of Directors adopted Resolution 2024-21 adopting the FY 2024-2025 Classification and Compensation Plan for its employees, and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED that the Board of Directors of Mission Springs Water District hereby amends and adopts Resolution 2024-27 amending the FY 2024-2025 Classification and Compensation Plan for its employees.

ADOPTED this _____ day of September 2024, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

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

ATTEST:

Brian Macy
Secretary of Mission Springs Water District
and its Board of Directors

FY 2025

MISSION SPRINGS WATER DISTRICT

Effective September 16, 2024
Adopted by the Board on:
Resolution #2024-27

	Range	Step A	Step A1	Step B	Step B1	Step C	Step C1	Step D	Step D1	Step E	Step E1	Step F	
General Manager	Contract	$227,489.60	$233,168.00	$238,992.00	$244,961.60	$251,076.80	$257,358.40	$263,785.60	$270,379.20	$277,139.20	$284,065.60	$291,158.40	Annual
		$18,957.47	$19,430.67	$19,916.00	$20,413.47	$20,923.07	$21,446.53	$21,982.13	$22,531.60	$23,094.93	$23,672.13	$24,263.20	Month
		$109.37	$112.10	$114.90	$117.77	$120.71	$123.73	$126.82	$129.99	$133.24	$136.57	$139.98	$/Hr.
	30	$195,625.10	$200,507.01	$205,519.68	$210,663.12	$215,937.33	$221,342.30	$226,878.04	$232,544.54	$238,363.60	$244,313.43	$250,415.82	Annual
		$16,302.09	$16,708.92	$17,126.64	$17,555.26	$17,994.78	$18,445.19	$18,906.50	$19,378.71	$19,863.63	$20,359.45	$20,867.98	Month
		$94.05	$96.40	$98.81	$101.28	$103.82	$106.41	$109.08	$111.80	$114.60	$117.46	$120.39	$/Hr.
Assistant General Manager (1)	29	$186,188.19	$190,852.16	$195,625.10	$200,507.01	$205,519.68	$210,663.12	$215,937.33	$221,342.30	$226,878.04	$232,544.54	$238,363.60	Annual
		$15,515.68	$15,904.35	$16,302.09	$16,708.92	$17,126.64	$17,555.26	$17,994.78	$18,445.19	$18,906.50	$19,378.71	$19,863.63	Month
		$89.51	$91.76	$94.05	$96.40	$98.81	$101.28	$103.82	$106.41	$109.08	$111.80	$114.60	$/Hr.
	28	$177,230.76	$181,654.99	$186,188.19	$190,852.16	$195,625.10	$200,507.01	$205,519.68	$210,663.12	$215,937.33	$221,342.30	$226,878.04	Annual
		$14,769.23	$15,137.92	$15,515.68	$15,904.35	$16,302.09	$16,708.92	$17,126.64	$17,555.26	$17,994.78	$18,445.19	$18,906.50	Month
		$85.21	$87.33	$89.51	$91.76	$94.05	$96.40	$98.81	$101.28	$103.82	$106.41	$109.08	$/Hr.
Director of Finance (1)	27	$168,687.42	$172,915.50	$177,230.76	$181,654.99	$186,188.19	$190,852.16	$195,625.10	$200,507.01	$205,519.68	$210,663.12	$215,937.33	Annual
		$14,057.28	$14,409.63	$14,769.23	$15,137.92	$15,515.68	$15,904.35	$16,302.09	$16,708.92	$17,126.64	$17,555.26	$17,994.78	Month
		$81.10	$83.13	$85.21	$87.33	$89.51	$91.76	$94.05	$96.40	$98.81	$101.28	$103.82	$/Hr.
Director of Operations (1)	26	$160,558.17	$164,568.31	$168,687.42	$172,915.50	$177,230.76	$181,654.99	$186,188.19	$190,852.16	$195,625.10	$200,507.01	$205,519.68	Annual
		$13,379.85	$13,714.03	$14,057.28	$14,409.63	$14,769.23	$15,137.92	$15,515.68	$15,904.35	$16,302.09	$16,708.92	$17,126.64	Month
		$77.19	$79.12	$81.10	$83.13	$85.21	$87.33	$89.51	$91.76	$94.05	$96.40	$98.81	$/Hr.
	25	$152,821.21	$156,635.20	$160,558.17	$164,568.31	$168,687.42	$172,915.50	$177,230.76	$181,654.99	$186,188.19	$190,852.16	$195,625.10	Annual
		$12,735.10	$13,052.93	$13,379.85	$13,714.03	$14,057.28	$14,409.63	$14,769.23	$15,137.92	$15,515.68	$15,904.35	$16,302.09	Month
		$73.47	$75.31	$77.19	$79.12	$81.10	$83.13	$85.21	$87.33	$89.51	$91.76	$94.05	$/Hr.
Engineering Manager (1)	24	$145,454.76	$149,094.40	$152,821.21	$156,635.20	$160,558.17	$164,568.31	$168,687.42	$172,915.50	$177,230.76	$181,654.99	$186,188.19	Annual
		$12,121.23	$12,424.53	$12,735.10	$13,052.93	$13,379.85	$13,714.03	$14,057.28	$14,409.63	$14,769.23	$15,137.92	$15,515.68	Month
		$69.93	$71.68	$73.47	$75.31	$77.19	$79.12	$81.10	$83.13	$85.21	$87.33	$89.51	$/Hr.
	23	$138,437.01	$141,902.30	$145,454.76	$149,094.40	$152,821.21	$156,635.20	$160,558.17	$164,568.31	$168,687.42	$172,915.50	$177,230.76	Annual
		$11,536.42	$11,825.19	$12,121.23	$12,424.53	$12,735.10	$13,052.93	$13,379.85	$13,714.03	$14,057.28	$14,409.63	$14,769.23	Month
		$66.56	$68.22	$69.93	$71.68	$73.47	$75.31	$77.19	$79.12	$81.10	$83.13	$85.21	$/Hr.
Human Resources Manager (1) Innovation & Technology Manager (1)	22	$131,767.98	$135,058.91	$138,437.01	$141,902.30	$145,454.76	$149,094.40	$152,821.21	$156,635.20	$160,558.17	$164,568.31	$168,687.42	Annual
		$10,980.66	$11,254.91	$11,536.42	$11,825.19	$12,121.23	$12,424.53	$12,735.10	$13,052.93	$13,379.85	$13,714.03	$14,057.28	Month
		$63.35	$64.93	$66.56	$68.22	$69.93	$71.68	$73.47	$75.31	$77.19	$79.12	$81.10	$/Hr.
	21	$125,425.85	$128,564.22	$131,767.98	$135,058.91	$138,437.01	$141,902.30	$145,454.76	$149,094.40	$152,821.21	$156,635.20	$160,558.17	Annual
		$10,452.15	$10,713.69	$10,980.66	$11,254.91	$11,536.42	$11,825.19	$12,121.23	$12,424.53	$12,735.10	$13,052.93	$13,379.85	Month
		$60.30	$61.81	$63.35	$64.93	$66.56	$68.22	$69.93	$71.68	$73.47	$75.31	$77.19	$/Hr.
Accounting Manager (1)	20	$119,388.85	$122,374.66	$125,425.85	$128,564.22	$131,767.98	$135,058.91	$138,437.01	$141,902.30	$145,454.76	$149,094.40	$152,821.21	Annual
		$9,949.07	$10,197.89	$10,452.15	$10,713.69	$10,980.66	$11,254.91	$11,536.42	$11,825.19	$12,121.23	$12,424.53	$12,735.10	Month
		$57.40	$58.83	$60.30	$61.81	$63.35	$64.93	$66.56	$68.22	$69.93	$71.68	$73.47	$/Hr.
Chief Plant Operator (1) Field Operations Superintendent (1)	19	$113,635.17	$116,468.42	$119,388.85	$122,374.66	$125,425.85	$128,564.22	$131,767.98	$135,058.91	$138,437.01	$141,902.30	$145,454.76	Annual
		$9,469.60	$9,705.70	$9,949.07	$10,197.89	$10,452.15	$10,713.69	$10,980.66	$11,254.91	$11,536.42	$11,825.19	$12,121.23	Month
		$54.63	$55.99	$57.40	$58.83	$60.30	$61.81	$63.35	$64.93	$66.56	$68.22	$69.93	$/Hr.
Associate Engineer (1)	18	$108,164.81	$110,867.30	$113,635.17	$116,468.42	$119,388.85	$122,374.66	$125,425.85	$128,564.22	$131,767.98	$135,058.91	$138,437.01	Annual
		$9,013.73	$9,238.94	$9,469.60	$9,705.70	$9,949.07	$10,197.89	$10,452.15	$10,713.69	$10,980.66	$11,254.91	$11,536.42	Month
		$52.00	$53.30	$54.63	$55.99	$57.40	$58.83	$60.30	$61.81	$63.35	$64.93	$66.56	$/Hr.
Customer Service Manager (1) Sr. Lead WWTPO	17	$102,955.99	$105,527.71	$108,164.81	$110,867.30	$113,635.17	$116,468.42	$119,388.85	$122,374.66	$125,425.85	$128,564.22	$131,767.98	Annual
		$8,579.67	$8,793.98	$9,013.73	$9,238.94	$9,469.60	$9,705.70	$9,949.07	$10,197.89	$10,452.15	$10,713.69	$10,980.66	Month
		$49.50	$50.73	$52.00	$53.30	$54.63	$55.99	$57.40	$58.83	$60.30	$61.81	$63.35	$/Hr.
Water Production Supervisor (1)	16	$98,008.70	$100,449.65	$102,955.99	$105,527.71	$108,164.81	$110,867.30	$113,635.17	$116,468.42	$119,388.85	$122,374.66	$125,425.85	Annual
		$8,167.39	$8,370.80	$8,579.67	$8,793.98	$9,013.73	$9,238.94	$9,469.60	$9,705.70	$9,949.07	$10,197.89	$10,452.15	Month
		$47.12	$48.29	$49.50	$50.73	$52.00	$53.30	$54.63	$55.99	$57.40	$58.83	$60.30	$/Hr.
Programs and Public Affairs Specialist (1) Executive Assistant (1) Lead WWTPO (1)	15	$93,279.35	$95,611.33	$98,008.70	$100,449.65	$102,955.99	$105,527.71	$108,164.81	$110,867.30	$113,635.17	$116,468.42	$119,388.85	Annual
		$7,773.28	$7,967.61	$8,167.39	$8,370.80	$8,579.67	$8,793.98	$9,013.73	$9,238.94	$9,469.60	$9,705.70	$9,949.07	Month
		$44.85	$45.97	$47.12	$48.29	$49.50	$50.73	$52.00	$53.30	$54.63	$55.99	$57.40	$/Hr.
GIS Specialist (1)	14	$88,789.73	$91,012.75	$93,279.35	$95,611.33	$98,008.70	$100,449.65	$102,955.99	$105,527.71	$108,164.81	$110,867.30	$113,635.17	Annual
		$7,399.14	$7,584.40	$7,773.28	$7,967.61	$8,167.39	$8,370.80	$8,579.67	$8,793.98	$9,013.73	$9,238.94	$9,469.60	Month
		$42.69	$43.76	$44.85	$45.97	$47.12	$48.29	$49.50	$50.73	$52.00	$53.30	$54.63	$/Hr.
WWTPO III (1)	13	$84,518.06	$86,632.10	$88,789.73	$91,012.75	$93,279.35	$95,611.33	$98,008.70	$100,449.65	$102,955.99	$105,527.71	$108,164.81	Annual
		$7,043.17	$7,219.34	$7,399.14	$7,584.40	$7,773.28	$7,967.61	$8,167.39	$8,370.80	$8,579.67	$8,793.98	$9,013.73	Month
		$40.63	$41.65	$42.69	$43.76	$44.85	$45.97	$47.12	$48.29	$49.50	$50.73	$52.00	$/Hr.
Business Analyst (1); Contracts Analyst (1) Accountant (1); Lead Facilities Maintenance Worker (1) Lead Field Operations Technician (2)	12	$80,442.54	$82,447.61	$84,518.06	$86,632.10	$88,789.73	$91,012.75	$93,279.35	$95,611.33	$98,008.70	$100,449.65	$102,955.99	Annual
		$6,703.54	$6,870.63	$7,043.17	$7,219.34	$7,399.14	$7,584.40	$7,773.28	$7,967.61	$8,167.39	$8,370.80	$8,579.67	Month
		$38.67	$39.64	$40.63	$41.65	$42.69	$43.76	$44.85	$45.97	$47.12	$48.29	$49.50	$/Hr.
Lead Collections System Operator (1) WWTPO II (2) Lead Field Services Rep. (1)	11	$76,563.17	$78,481.06	$80,442.54	$82,447.61	$84,518.06	$86,632.10	$88,789.73	$91,012.75	$93,279.35	$95,611.33	$98,008.70	Annual
		$6,380.26	$6,540.09	$6,703.54	$6,870.63	$7,043.17	$7,219.34	$7,399.14	$7,584.40	$7,773.28	$7,967.61	$8,167.39	Month
		$36.81	$37.73	$38.67	$39.64	$40.63	$41.65	$42.69	$43.76	$44.85	$45.97	$47.12	$/Hr.
Engineering Technician II (2) Water Production Operator II (1)	10	$72,858.14	$74,688.86	$76,563.17	$78,481.06	$80,442.54	$82,447.61	$84,518.06	$86,632.10	$88,789.73	$91,012.75	$93,279.35	Annual
		$6,071.51	$6,224.07	$6,380.26	$6,540.09	$6,703.54	$6,870.63	$7,043.17	$7,219.34	$7,399.14	$7,584.40	$7,773.28	Month
		$35.03	$35.91	$36.81	$37.73	$38.67	$39.64	$40.63	$41.65	$42.69	$43.76	$44.85	$/Hr.
Administrative Assistant II; WWTPO I (2) Collections System Operator II (1) Field Operations Technician II (3)	9	$69,327.48	$71,071.02	$72,858.14	$74,688.86	$76,563.17	$78,481.06	$80,442.54	$82,447.61	$84,518.06	$86,632.10	$88,789.73	Annual
		$5,777.29	$5,922.58	$6,071.51	$6,224.07	$6,380.26	$6,540.09	$6,703.54	$6,870.63	$7,043.17	$7,219.34	$7,399.14	Month
		$33.33	$34.17	$35.03	$35.91	$36.81	$37.73	$38.67	$39.64	$40.63	$41.65	$42.69	$/Hr.
Accounting Technician (2); Engineering Technician I Sr. Customer Service Rep (1); Water Production Op I (2) Field Services Rep. II/Backflow Specialist (1)	8	$65,971.16	$67,627.53	$69,327.48	$71,071.02	$72,858.14	$74,688.86	$76,563.17	$78,481.06	$80,442.54	$82,447.61	$84,518.06	Annual
		$5,497.60	$5,635.63	$5,777.29	$5,922.58	$6,071.51	$6,224.07	$6,380.26	$6,540.09	$6,703.54	$6,870.63	$7,043.17	Month
		$31.72	$32.51	$33.33	$34.17	$35.03	$35.91	$36.81	$37.73	$38.67	$39.64	$40.63	$/Hr.
Field Operations Technician I (4); Field Service Rep. II (1) Collections System Operator I; Admin. Assistant I (1) Purchasing and Warehouse Specialist (1)	7	$62,789.21	$64,358.39	$65,971.16	$67,627.53	$69,327.48	$71,071.02	$72,858.14	$74,688.86	$76,563.17	$78,481.06	$80,442.54	Annual
		$5,232.43	$5,363.20	$5,497.60	$5,635.63	$5,777.29	$5,922.58	$6,071.51	$6,224.07	$6,380.26	$6,540.09	$6,703.54	Month
		$30.19	$30.94	$31.72	$32.51	$33.33	$34.17	$35.03	$35.91	$36.81	$37.73	$38.67	$/Hr.
W.W. Operator Trainee	6	$59,759.81	$61,263.61	$62,789.21	$64,358.39	$65,971.16	$67,627.53	$69,327.48	$71,071.02	$72,858.14	$74,688.86	$76,563.17	Annual
		$4,979.98	$5,105.30	$5,232.43	$5,363.20	$5,497.60	$5,635.63	$5,777.29	$5,922.58	$6,071.51	$6,224.07	$6,380.26	Month
		$28.73	$29.45	$30.19	$30.94	$31.72	$32.51	$33.33	$34.17	$35.03	$35.91	$36.81	$/Hr.
Field Service Rep. I (1) Customer Service Rep II (2)	5	$56,882.97	$58,299.59	$59,759.81	$61,263.61	$62,789.21	$64,358.39	$65,971.16	$67,627.53	$69,327.48	$71,071.02	$72,858.14	Annual
		$4,740.25	$4,858.30	$4,979.98	$5,105.30	$5,232.43	$5,363.20	$5,497.60	$5,635.63	$5,777.29	$5,922.58	$6,071.51	Month
		$27.35	$28.03	$28.73	$29.45	$30.19	$30.94	$31.72	$32.51	$33.33	$34.17	$35.03	$/Hr.
Office Specialist II (1)	4	$54,136.89	$55,488.14	$56,882.97	$58,299.59	$59,759.81	$61,263.61	$62,789.21	$64,358.39	$65,971.16	$67,627.53	$69,327.48	Annual
		$4,511.41	$4,624.01	$4,740.25	$4,858.30	$4,979.98	$5,105.30	$5,232.43	$5,363.20	$5,497.60	$5,635.63	$5,777.29	Month
		$26.03	$26.68	$27.35	$28.03	$28.73	$29.45	$30.19	$30.94	$31.72	$32.51	$33.33	$/Hr.
Customer Service Rep. I	3	$51,521.58	$52,807.44	$54,136.89	$55,488.14	$56,882.97	$58,299.59	$59,759.81	$61,263.61	$62,789.21	$64,358.39	$65,971.16	Annual
		$4,293.47	$4,400.62	$4,511.41	$4,624.01	$4,740.25	$4,858.30	$4,979.98	$5,105.30	$5,232.43	$5,363.20	$5,497.60	Month
		$24.77	$25.39	$26.03	$26.68	$27.35	$28.03	$28.73	$29.45	$30.19	$30.94	$31.72	$/Hr.
Office Specialist I	2	$49,037.04	$50,257.52	$51,521.58	$52,807.44	$54,136.89	$55,488.14	$56,882.97	$58,299.59	$59,759.81	$61,263.61	$62,789.21	Annual
		$4,086.42	$4,188.13	$4,293.47	$4,400.62	$4,511.41	$4,624.01	$4,740.25	$4,858.30	$4,979.98	$5,105.30	$5,232.43	Month
		$23.58	$24.16	$24.77	$25.39	$26.03	$26.68	$27.35	$28.03	$28.73	$29.45	$30.19	$/Hr.
	1	$46,661.47	$47,838.36	$49,037.04	$50,257.52	$51,521.58	$52,807.44	$54,136.89	$55,488.14	$56,882.97	$58,299.59	$59,759.81	Annual
		$3,888.46	$3,986.53	$4,086.42	$4,188.13	$4,293.47	$4,400.62	$4,511.41	$4,624.01	$4,740.25	$4,858.30	$4,979.98	Month
		$22.43	$23.00	$23.58	$24.16	$24.77	$25.39	$26.03	$26.68	$27.35	$28.03	$28.73	$/Hr.

September 2023
FLSA: Non-Exempt

WASTEWATER TREATMENT PLANT OPERATOR I/II/III

DEFINITION

Under immediate supervision (Wastewater Treatment Plant Operator I), general supervision (Wastewater Treatment Plant Operator II), or direction (Wastewater Treatment Plant Operator III), performs a wide variety of skilled tasks involved in the monitoring, regulation, maintenance, and operation of wastewater facilities and equipment; performs laboratory tests on various water processes; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate supervision (Wastewater Treatment Plant Operator I), general supervision (Wastewater Treatment Plant Operator II), or direction (Wastewater Treatment Plant Operator III) from assigned supervisory or management personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Wastewater Treatment Plant Operator I: This is the entry level classification in the Wastewater Treatment Plant Operator series. Initially under close supervision, incumbents learn and perform more routine wastewater treatment duties. As experience is gained, assignments become more varied, complex, and difficult; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Within the scope and authority of their mandated certification, positions at this level perform some of the duties required of the positions at the Wastewater Treatment Plant Operator II level but are not expected to function at the same skill level and exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise.

Wastewater Treatment Plant Operator II: This is the journey-level classification in the Wastewater Treatment Plant Operator series. Positions at this level are distinguished from the Wastewater Treatment Plant Operator I level by the performance of higher-level operating duties as assigned, performing standby duties, working independently, and exercising judgment and initiative within the scope and authority of mandated certification. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

Wastewater Reclamation Plant Operator III: This is the advanced-level classification in the Wastewater Treatment Plant Operator series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform assigned duties. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

Positions in the Wastewater Treatment Plant Operator class series are flexibly staffed; positions at the Wastewater Treatment Plant Operator II and III levels are normally filled by advancement from the Wastewater Treatment Plant Operator I and II levels; progression to the next level is dependent on (i) management affirmation that the position is performing the full range of duties assigned to the classification; (ii) satisfactory work performance; (iii) the incumbent meeting the minimum qualifications for the classification including any licenses and certifications; and (iv) management approval for progression to the next level of the Wastewater Treatment Plant Operator series.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so qualified employees can perform the essential functions of the job.

Positions at the Wastewater Treatment Plant Operator I level may perform some of these duties and responsibilities in a learning capacity.

- Inspects treatment plant and equipment to ensure its proper functioning to minimize interruptions in the treatment process; makes adjustments to operating equipment as instructed; reports the need for major or specialized repairs to equipment, machinery, and electrical and electronic systems.
- Monitors and controls system wastewater treatment operations; participates in the periodic maintenance of a variety of process equipment such as valves, sluice gates, pumps, blowers, samplers, dissolved oxygen sensors, chlorine, and other wastewater analyzers and related equipment.
- Checks effluent discharge outfall site.
- Monitors biosolids dewatering facility; monitors treatment process parameters including levels, chemical and oxygen concentrations, and equipment status; monitors and controls pump flows and chemical dosages; ensures a range of specified compliance parameters are satisfied.
- Operates wastewater treatment equipment, machinery, and facilities by using manual, electronic, and computer control systems to regulate and control processes; collects toxicity and other samples and inspects and tests overall quality of reclaimed water by using various types of laboratory test equipment, as needed.
- Analyzes historical trend data to ensure proper operation and regulatory compliance; reads gauges, meters, charts, and graphs, and operates pumps, valves, electric motors, and related equipment.
- Cleans facilities, including tanks, process areas, filters, and control rooms; ensures buildings and grounds are clean and orderly.
- Assists maintenance personnel and contractors in the servicing, maintenance, repair, and upgrades of equipment, electrical and electronic devices, machinery, and related appurtenances; writes work orders for malfunctioning or failing equipment or for desired plant improvements.
- Calculates or determines chemical feed and dosages; makes adjustments to chemical dosages or pump rates as necessary; monitors chemical inventories and usage; orders chemicals as needed to maintain inventory.
- Maintains a variety of records, logbook entries, and reports; enters daily and weekly plant process data into automated systems.
- Performs a variety of custodial and groundskeeping duties to ensure facilities are maintained in clean, orderly, and safe condition; performs duties in confined spaces, utilizing departmental safety equipment and following District policies and procedures; reads gauges, meters, charts, and graphs.
- Observes and complies with District and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Positions at the Wastewater Treatment Plant Operator I level may exercise some of these knowledge and abilities statements in a learning capacity.

Knowledge of:

- Operational principles, practices, methods, functions, and servicing requirements of the equipment of a wastewater facility.
- Operational principles of pumps, valves, electric motors, diesel engines, and electronic, computerized, and manual control systems.
- Principles of wastewater treatment and water reclamation processes including conventional activated sludge, enhanced primary treatment, extended aeration, dewatering, biosolids dewatering, and ditch processes.
- Relevant chemicals used in water reclamation.
- Supervisory control and data acquisition systems (SCADA).
- Current practices and procedures in chemical, bacteriological, and biological analysis, and water chemistry analysis.
- Fundamental scientific principles governing wastewater treatment including mean cell residence time, sludge retention time, and detention time.
- Common laboratory techniques used in wastewater treatment, water reclamation, biosolids handling including settleability, ammonia/nitrate concentration, microscopy analysis, and solids concentration.
- Discharge requirements pertaining to respective wastewater facilities and discharge permits.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and organizational policies and procedures regarding wastewater processes and treatment.
- Recordkeeping principles and procedures.
- District and mandated safety rules, regulations, and protocols, including confined space entry, bloodborne pathogens, and fall protection techniques.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Operate and maintain all aspects of the District's wastewater treatment system and related facilities and equipment.
- Operate treatment and blending facilities, monitor trends, and pull water samples.
- Operate a wide variety of pumping, treatment, control, and transmission equipment, including remote operation via SCADA equipment.
- Calculate chemical dosages, pumping rates, and other wastewater treatment related metrics.
- Analyze facility processes and equipment and lift station performance data to identify inefficient or malfunctioning operations and discern possible causes.
- Independently assess treatment facility and lift station process conditions, make responsible judgements, and take corresponding actions to increase process efficiencies, correct performance issues, and ensure permit compliance.
- Troubleshoot issues with facility performance based on established wastewater treatment principles.
- Diagnose inefficient or faulty operation of facility equipment through physical examination in field based upon operative clues such as vibration, noise, heat, or smell.
- Detect and resolve unsafe working conditions independently or by notifying supervisors and stopping unsafe work when detected.
- Accurately read meters, gauges, valve books, blueprints, and schematic drawings.
- Follow Standard Operating Procedures governing various facility equipment and associated treatment processes.
- Operate and maintain a variety of equipment including front loader and forklift, as well as power and

hand tools.
- Make accurate mathematic computations.
- Establish and maintain accurate logs, records, and basic written records of work performed.
- Prepare clear and concise records and reports.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:
- Wastewater Treatment Plant Operator I/II/III: Possession of a high school diploma or G.E.D. required, supplemented by college level coursework in wastewater treatment technology or a related field.

Experience:
- Wastewater Treatment Plant Operator I: One (1) year of experience working in wastewater treatment facility operations involving primary, biological, secondary, and tertiary phases of treatment or a related field.
- Wastewater Treatment Plant Operator II: Two (2) years of increasingly responsible experience working in wastewater treatment facility operations involving primary, biological, secondary, and tertiary phases of treatment.
- Wastewater Reclamation Plant Operator III: Three (3) years of increasingly responsible experience in performing duties similar to a Wastewater Treatment Plant Operator II with the District or other similar agency.

Licenses and Certifications:

- Wastewater Treatment Plant Operator I/II: Possession of a valid California Driver's License, to be maintained throughout employment.
- Wastewater Treatment Plant Operator I:
  - Possession of, or successful acquisition within two (2) testing periods from employment, a valid Grade I Wastewater Treatment Operator's Certificate, to be maintained throughout employment.
  - Possession of, or successful acquisition within 18 months of employment, a valid Grade I Collections System Maintenance certificate from the California Water Environment Association, to be maintained throughout employment.
- Wastewater Treatment Plant Operator II:
  - Possession of a valid Grade II Wastewater Treatment Operator's Certificate upon appointment, to be maintained throughout employment.
  - Possession of a valid Grade II Collection System Maintenance certificate, to be maintained throughout employment.

- Wastewater Treatment Plant Operator III:
  - Possession of a valid Grade III Wastewater Treatment Operator's Certificate upon appointment, to be maintained throughout employment.
  - Possession of a valid Grade II Collection System Maintenance certificate, to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp, and make repetitive hand movement in the performance of daily duties; possible entry into confined spaces and the use of confined entry equipment, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various District sites; and vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to operate and repair tools and equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, hazardous physical substances and fumes, dust and air contaminants. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETING(S)**

MEETING DATE(S): **SEPTEMBER 12 & 16, 2024**

FROM: **DORI PETEE, EXECUTIVE ASSISTANT**

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION 2025 COMMITTEE AND EXPERT TEAM PARTICIPATION

STAFF RECOMMENDATION

Board consideration of a candidate's nomination to serve on one or more of CSDA's standing committees and/or expert team participation.

SUMMARY

CSDA Committee or Expert Feedback Team candidates must be an MSWD staff member or Board member. Participation begins in January 2025. Committees need dedicated participants who can devote time to providing their expertise in directing CSDA's activities and policies. Committees play a key role in establishing the association's direction and priorities. Committee involvement is crucial to the success of activities and the development of CSDA.

- Legislative Committee: Develops CSDA's legislative agenda.
- Professional Development Committee: Provides direction for professional development and events.
- Member Services Committee: Supports member recruitment and retention efforts.
- Audit Committee: Maintains and updates internal controls.
- Elections & Bylaws Committee: Conducts annual elections and occasional bylaws reviews.
- Fiscal Committee: Oversees the financial direction of the organization.

Expert Feedback Teams provide input to CSDA advocacy staff on specific areas of public policy facing special districts. Team members need only reply to periodic emails with their thoughts, opinions, and experiences. Committee interest forms will be submitted online at CSDA.net.

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

MSWD would be responsible for all costs associated with its representatives' participation in CSDA committees. This would include travel to Sacramento and other locations for meetings. This item is consistent with Strategic Plan Goal 1.4.7 - Participate in CSDA and other industry committees to help shape industry trends and bring back best practices.

FINANCIAL DATA		
Cost Associated with this action:		TBD
Current FY cost:		$0
Future FY cost:		$0
Is it covered in the current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, the year needed:		N/A
All previous contracts, including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		101-Operating
BID/Job#		Various
Current BID/Job balance		$0
Balance remaining if approved:		$0

ATTACHMENTS

Time commitments & attendance information (CSDA Committees)



California Special Districts Association

Districts Stronger Together

Time Commitments & Attendance

CSDA Committees

CSDA relies on the participation of our members in order to guide the association. Committee involvement is crucial to the success of activities and the development of CSDA policies. The talent and energy of the individuals who serve on CSDA's committees and to the issues that concern special districts in California are the critical components of CSDA's success.

Legislative Committee (space is limited):
Develops CSDA's legislative agenda; reviews, directs, and assists with legislative/public policy issues.
Commitment: Meets six to seven times annually. Committee members must additionally attend CSDA's Special Districts Legislative Days in Sacramento, CA and Annual Conference, and are also invited to the legislative planning session.
Working Groups: Each legislative committee member will be assigned to one or two working groups. Working groups include: environment, formation and reorganization, governance, human resources and personnel, public works and facilities, and revenue.

Professional Development Committee: Plans, organizes, and directs the professional development and events for CSDA.
Commitment: Meets at least twice annually.

Member Services Committee: Responsible for recruitment of new members, member retention, development of new member benefits and review of current programs.
Commitment: Meets at least twice annually.

Audit Committee: Responsible for maintaining and updating internal controls. Provides guidance to auditors regarding possible audit and fraud risks.
Commitment: May meet with auditors prior to the commencement of the audit, when audit is completed, and possibly one meeting during the auditing process. Financial experience preferred.

Elections & Bylaws Committee: Conducts annual elections and occasionally reviews bylaws upon request of the CSDA Board, members, or as needed.
Commitment: Minimum of one meeting annually.

Fiscal Committee: Oversees the financial direction of the organization including budget review and implementation.
Commitment: Meets at least three times annually. Financial experience preferred.

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETINGS**

MEETING DATE(S): **SEPTEMBER 12 & SEPTEMBER 16, 2024**

FROM: **ERIC WECK, P.E., ENGINEERING MANAGER**

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

AWARD OF CONTRACT TO TKE ENGINEERING FOR AREA D-3 WATERLINE AND SERVICE REPLACEMENT DESIGN SERVICES

STAFF RECOMMENDATION

Authorize the General Manager to negotiate and execute a contract with TKE Engineering, Inc. for a not to exceed amount of $55,000.00 for design services for the Area D-3 Waterline and Service Replacement Project, and create a new capital job to include design services costs for the Area D-3 Waterline and Service Replacement Project; and include staff time for project management and plan review and ancillary costs in the amount of $12,000.00 for a project total of $67,000.00.

SUMMARY

In April 2024, Mission Springs Water District (MSWD) executed a contract with AECOM to update and repackage the Area D-3 Sewer Project plans and specifications. The waterlines within Area D-3 are located within easements behind the residential houses, creating challenges for operations staff to operate and maintain the aging system. These streets include Cactus Drive, 12th Street, San Juan Road, San Marcus Road, and San Miguel Road. In addition, the Water Master Plan has identified an annual waterline replacement program as a priority CIP project with a focus on those within backyard easements.

ANALYSIS

As the engineer of record for Area D-3 Sewer Project, AECOM already had the survey and base design files for the area, creating efficiency in adding the required waterline design scope. In addition, by bidding both the Area D-3 Sewer Project and Area D-3 Waterline and Service Replacement Project together, MSWD will save on construction costs due to efficiencies with utility trenching and pavement repair, and economies of scale.

FINANCIAL DATA		
Cost Associated with this action:		$67,000
Current FY cost:		$67,000
Future FY cost:		$0
Is it covered in current year budget:	YES ☐	NO ☒
Budget adjustment needed:	YES ☒	NO ☐
If yes, year needed:		FY24/25
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		201 - Water
BID/Job#		TBD
Current BID/Job balance		$0
Balance remaining if approved:		$67,000

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

This action will create a new capital job in the amount of $67,000 for the design of the waterline replacement which will be funded by the water fund as the existing capital job (11693) for sewer improvements will be funded by the sewer fund. This action is consistent with Strategic Plan Goal 4.2 - Update Existing Water and Wastewater Master Plans by evaluating options for relocating existing water infrastructure within inaccessible areas including rear lot easements.

ATTACHMENTS

TKE Letter Proposal for Area D-3 Waterline Design Services
Agreements for Professional Services

TKE ENGINEERING, INC.

August 6, 2024

Mr. Eric Weck, P.E.
Engineering Manager
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Subject: Proposal to Provide Professional Engineering Services for the Area D3 Waterline Replacements Project

Dear Mr. Weck:

Thank you for the opportunity to submit a proposal to provide professional engineering services for the subject project. The District desires to retain a consultant to prepare plan and profile sheets for the replacement of backyard easement waterlines, including connections to the existing waterlines, along the following streets withing the Groundwater Quality Protection Program Area D3:

- Cactus Drive – from 12th Street to Palm Drive (~1950 LF)
- 12th Street – from Cactus Drive to Palm Drive (~1250 LF)
- San Juan Road – from Cactus Drive to Palm Drive (~1150 LF)
- San Marcus Road – from Cactus Drive to Palm Drive (~1000 LF)
- San Miguel Road – from 12th Street to San Juan Road (~400 LF)

The seven (7) proposed plan and profile sheets will utilize existing AutoCAD base files (including rights of way, parcel lines, topography, utilities, etc.) provided by others as part of sewer improvements efforts along the same streets. To complete the waterline replacement plan set, TKE will include a title sheet, note sheet, one (1) detail sheet, and one (1) connection detail sheet. Further, TKE will prepare specifications and engineer's estimates for bidding purposes. Lastly, TKE will provide project management and bidding assistance services, as well as prepare the final construction as-built drawings.

TKE will complete a 100% level plan, specification, and estimate package for MSWD review. Following, TKE will complete the final bid package. No other plan check or design reviews are included.

TKE's proposed project fee of $55,000 will include preparation of construction drawings which will include a title sheet, note sheet, seven (7) plan and profile sheets, and two detail sheets, for a total of 11 sheets. We will invoice the District monthly in accordance with the attached on-call rate schedule for FY24/25. Our invoice will not exceed the amount presented above without prior written approval.

TKE anticipates completing 100% design package within 8-weeks of receiving notice to proceed. Thereafter, TKE anticipates turning around the final bid package within 2-weeks of receiving District comments.

Again, thank you for the opportunity to submit our proposal to provide professional engineering services for the District. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



Steven W. Ledbetter, P.E.
Vice President
TKE Engineering, Inc.

Attachments: Rate Schedule

TKE ENGINEERING, INC.

RATE SCHEDULE 2024–2025

	HOURLY RATE
Principal in Charge	$155.00
Project Manager/Construction Manager/Licensed Surveyor	$150.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$145.00
Associate Engineer	$135.00
Assistant Engineer/Plan Checker/Designer	$130.00
AutoCAD Technician	$120.00
Engineering Technician	$100.00
Clerical	$ 85.00
Forensic Engineering	$195.00
Expert Witness Testimony	$330.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	$260.00

CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	$135.00
Construction Inspector (Prevailing Wage)	$125.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

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

TO: **TKE Engineering, Inc.**
2305 Chicago Avenue
Riverside, CA 92507

DATE: July 1, 2024

PROJECT DIR#: N/A

TITLE: **On-Call Professional General Engineering Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Technical Proposal and in accordance with Exhibit B – Rate Schedule as provided by TKE Engineering, Inc. and per Exhibit C – Term, Early Termination & Notice

Contract price $: Not to Exceed $170,000.00

Term: One (1) year from the effective date above

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

Accepted:	Consultant:
Mission Springs Water District	TKE Engineering, Inc. (Business Name)
By:	By:
Brian E. Macy, PE	Steven Ledbetter
Title General Manager	Title Vice President
Other authorized representative(s):	Other authorized representative(s):
Eric Weck, Engineering Manager	Michael Thornton, President
Amanda Lucas, Contracts Analyst	

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. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.

e. **Verification of Coverage** – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property

damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Mission Springs Water District. The Mission Springs Water District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Member Water Agency.

Required Provisions:

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the

Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

j. Consultant hereby specifically represents and warrants to District that is possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.

k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.

q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive

from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.

aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

dd. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

ee. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Contract Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.

ff. Consultant shall promptly advise the Contract Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.

gg. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

REQUEST for PROPOSALS

ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES



for:

MISSION SPRINGS WATER DISTRCT
ENGINEERING AND OPERATIONS
Attn: Eric Weck
66575 Second Street
Desert Hot Springs, CA 92240

April 4, 2023
2:00 p.m.

Prepared by:

TKE ENGINEERING, INC.
2305 Chicago Avenue
Riverside, California 92507
(951) 680-0440

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Section G | Pricing (submitted separately)

Prepared for:

Mission Springs Water District
Engineering and Operations
66575 Second Street
Desert Hot Springs, CA 92240
Contact: Eric Weck
Phone: (760) 329-6448 ext. 122
E-mail: engineering@mswd.org

Prepared by:

TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
Contact: Steven W. Ledbetter, P.E.
Vice President
Phone: (951) 680-0440
E-mail: sledbetter@tkeengineering.com

TKE ENGINEERING, INC.

April 4, 2023

Mr. Erick Weck, P.E.
Engineering Manager
Mission Springs Water District
66575 2nd Street
Desert Hot Springs, CA 92240

Subject: On-Call Professional General Engineering Services

Dear Mr. Weck

Thank you for the opportunity to present this material outlining TKE Engineering, Inc.'s (TKE's) qualifications. Enclosed herein is a comprehensive proposal depicting our qualifications and abilities to provide turnkey professional general engineering services to Mission Springs Water District (MSWD) for as needed planning, design and construction of water and wastewater systems.

A. Consultant Identification - TKE, a California Corporation, is located less than 45 minutes from the MSWD service area at 2305 Chicago Avenue, Riverside, California 92507 and can be reached by phone at (951) 680-0440. TKE has a longstanding partnership with MSWD assisting with water resource management and capital project development and implementation. TKE currently provides the City of Highland, Hesperia, Fontana, Calimesa, Riverside County Flood Control and Water Conservation District and the San Bernardino Municipal Water Department, with on-call engineering services and is highly qualified to perform the services necessary for capital improvement project delivery. TKE is enthusiastic about the opportunity to continue to assist MSWD in improving the water and sewer system infrastructure and sustainable water resource management within the community.

TKE is committed to providing high quality, efficient services to meet all of the MSWD's needs. TKE's Project Manager will be in contact with MSWD staff biweekly to ensure that we are progressing on schedule and are within our allocated budget. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all projects on schedule.

B. Project Team – TKE is a full service, multi-disciplinary consulting firm, licensed in California and offering in-house delivery of planning, grant acquisition and administration, preliminary design, final design, topographic surveying, mapping, right-of-way engineering, legal and plat preparation, utility research, coordination and relocations services, bid assistance, construction management, inspection, plan checking, and construction staking services for wastewater systems, water systems, recycled water

2305 Chicago Ave - Riverside - CA - 92507
Ph. (951) 680-0440 - Fax (951) 680-0490
www.tkeengineering.com

systems, transportation, street widening, pavement rehabilitation, sidewalk, parking lots, traffic signal, striping, grading, storm drain, detention/retention basins, and park improvement projects. Our wide variety of services and expertise allows us to complete nearly all services in-house.

TKE's has developed an excellent working relationship with numerous subconsultants for geotechnical, structural and environmental services. TKE will work with MSWD on an as needed basis to bring on subconsultants in accordance with any DBE requirements set forth by each project's funding source. Our decades of experience working with numerous grant funding sources allows our team to seamlessly provide MSWD a full range of project services no matter what type of project is required.

Our experience in the region with MSWD, the Coachella Valley Association of Governments, City of Coachella, La Quinta, Highland, Hesperia, Fontana, Needles, Calimesa, Riverside County Flood Control and Water Conservation District, City of San Bernardino Municipal Water Department, Rancho California Water District, Rubidoux Community Services District, Western Municipal Water District, and West Valley Water District; numerous accomplishments, as well as management skills will help maintain continuity in the delivery of the MSWD's upcoming projects and makes TKE an excellent fit to continue providing services to MSWD. TKE takes a team approach to all projects and emphasizes the importance of constant communication between all members of the team, from the client to the consultants.

C. Addenda – TKE acknowledges receipt and incorporation of Addendum No. 1 dated March 21, 2023 related to the bid opening procedure.

D. Contact Person – Steven W. Ledbetter, P.E., TKE's Vice President, will be the contact person during the proposal evaluation period. Mr. Ledbetter works from TKE's only office location located at 2305 Chicago Avenue, Riverside, California 92507 and can be reached by phone at (951) 680-0440 or by email at sledbetter@tkeengineering.com.

E. Proposal Validity – TKE's proposal shall remain valid for a period of 120 days from the date of submittal.

F. Authorization – TKE's proposal is signed by a principal of the firm who is authorized to bind TKE to the terms of the proposal and the firm is comprised of civil engineers and land surveyors fully licensed by the State of California.

Thank you for your consideration. If you have any questions, please call me at (951) 680-0440 or e-mail me at sledbetter@tkeengineering.com.

Sincerely,



Steven W. Ledbetter, P.E.
Vice President
TKE Engineering, Inc.

SECTION 2 | STATEMENT OF UNDERSTANDING AND APPROACH

A. PROJECT UNDERSTANDING

The Mission Springs Water District (MSWD) desires to retain a professional consultant to assist MSWD Staff with providing On-Call General Engineering Services for a variety of both development and Capital Improvement Program (CIP) Projects. Anticipated projects may include, but are not limited to: utility installation for sewer and water pipelines and facilities, as well as water resource management. TKE is prepared to help MSWD achieve its mission in providing protecting, and preserving our most valuable resource – water!. To accomplish this advancement, we will perform on-call general engineering services of City-owned facilities under the following disciplines:

- Environmental Compliance Processing , Preliminary Engineering and Right-of-Way Engineering
- Permitting
- Grant Acquisition and Administration
- Preliminary and Final Design
- Pre-Construction Phase

TKE has provided numerous municipalities and agencies throughout Southern California with consulting design, surveying, plan checking, construction management and grant management services for every facet of Public Works. TKE proudly serves municipal agencies the following services on a routine basis. The following is a typical list of services provided by TKE Engineering, Inc.

GRANT WRITING / FUNDS MANAGEMENT

TKE's Grant Writing and Funds Management team enables our municipal and agency partners of any size to find potential funding sources and to prepare competitive funding applications. Additionally, after funds are awarded to a partner, TKE ensures compliance with state and federal funding requirements. In the past few years, TKE has obtained over $75 million in funding for our public works projects and transportation improvements.

Our grant writing services are enhanced by integration with engineering services to facilitate and integrate project design. This expedites project start up and completion and ensures compliance with funding requirements.

TKE has assisted clients secure funding from the following programs:

- Department of Water Resources – Proposition 84, 1, and 68 Grant Programs
- State Proposition 1E and 84 Flood Management Funding
- Department of Water Resources – Infrastructure Rehabilitation Grant
- Groundwater Grant Program
- State Water Resources Control Board – State Revolving Fund Program, Small Community Wastewater Program,
- SRTS and SR2S (Safe Routes to Schools)
- Active Transportation Program (ATP) Funding
- Highway Safety Improvements Program (HSIP) Funding
- Federal Transportation Funding thru Caltrans Local Assistance
- Community Development Block Grant (CDBG) Funding

TKE** is **prepared** to **help MSWD** achieve its **mission** in **providing, protecting, and preserving** our most **valuable resource** – **water!

PROJECT / PROGRAM MANAGEMENT

TKE has managed publicly funded design projects throughout our history. The breadth of experience and technical skill of our staff enable us to manage a wide variety of projects, ranging from major infrastructure to the restoration and rehabilitation of significant historical structures. We ensure that all work is completed in accordance with funding

contract specifications, terms, conditions, state and federal laws and regulations, and client policy.

Our management portfolio includes:

- Utilities Improvement Projects
- Facilities Improvement Projects
- Major Infrastructure Projects
- Reconstruction and Rehabilitation Projects
- Pavement Rehabilitation Projects
- Street Widening Projects
- Signing and Striping Projects

TRAFFIC SIGNAL PROJECTS CIVIL ENGINEERING

- Potable and Recycled Water Infrastructure Planning and Design
- Water System Reservoirs and Pumping Facilities
- Water and Wastewater Treatment Systems
- Sanitary Sewer Infrastructure Planning and Design
- Sanitary Sewer Gravity Main, Force Main, and Lift Stations
- Storm Drainage Infrastructure Planning and Design
- Capital Improvement Programs (CIPs)
- Retention / Detention Basins
- Storm Drain and Channels
- Floodplain Analysis and Mapping
- Hydrologic Studies / Hydraulic Design
- Storm Water Pollution Prevention Plans (SWPPP)
- Sediment and Erosion Control Facilities
- Hydromodification Studies / Water Quality Management Plans (WQMPs)
- Pavement Rehabilitation
- Pavement Management Systems
- Local Streets and Road Design
- Street Widening
- Grading Studies, Design and Earthwork Analysis
- Neighborhood Improvement Preservation
- Traffic Signal Design
- Traffic Studies and Warrant Analysis
- Traffic Impact Studies

SURVEYING, MAPPING, AND RIGHT-OF-WAY ENGINEERING

TKE provides Land Analysis services for many projects. Our Surveying and Mapping experts provide these services:

- Construction Layout/Staking
- Right-Of-Way Engineering
- Boundary Surveys
- Construction Surveys
- Design Surveys
- Legal Description Surveys
- Aerial Mapping
- A.L.T.A. Surveys
- Topographic Surveys
- Control Surveys
- Easement Surveys
- Transportation Improvements
- Land and Real Estate Evaluations
- Grade Separations
- Street Widening

PLAN CHECKING

TKE has provided numerous municipalities and agencies throughout Southern California with consulting services and staffing for every facet of Public Works including MSWD for the past 23 years. In addition, we have worked on multi-million dollar regional mega projects for a variety of government agencies. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified staff enables our clients to serve their community in a cost effective and efficient manner.

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for plan checking. TKE is fully capable of providing staff on a full-time, part-time, on-call or interim basis plan checker. Please refer to our project team presented below together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE has provided similar services to those requested here for a number of different agencies.

TKE understands that MSWD development and capital improvement standards were developed to meet the needs of that particular community. TKE has developed a thorough understanding of these standards together with the needs of the community. For each project that TKE is assigned, TKE will verify compliance with MSWD standards. Furthermore, with our extensive experience, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure.

COMMUNITY OUTREACH / PUBLIC RELATIONS

Depending on MSWD's needs, TKE's strategies are designed to reach, inform, and involve constituents and stakeholders of planning proposals, projects and programs. If requested, we can provide opportunities for interested parties to comments, enabling actionable analysis and results for feedback received. TKE's outreach methods result in building greater consensus and public buy-in. Services include the design, planning and execution of:

- Marketing campaigns
- Public information meetings / Groundbreaking ceremonies
- Project branding
- Project website design and construction
- Bilingual project collateral materials (brochures, presentation boards, etc.)
- Graphic design

SECTION 3 | APPROACH TO THE SCOPE OF WORK

A. PROJECT APPROACH

Whether the services required are planning, design, survey or construction related, successful project delivery is our goal. Our definition of successful project delivery is:

- Project completion that meets all project requirements and specifications through:
  - Programming
  - Site Planning
  - Preliminary Design
  - Program Verification
  - Design:
    - Schematic Design
    - Design Development
    - Construction Documents
    - Specifications
- Project Completion on Schedule
- Project Completion within Budget

Our goal is not limited to any one phase of a project only but includes the incorporation of value engineering and constructability review. Through the examination of specific design and construction alternatives, we will identify the most cost-effective project alternative that meets projects requirements and will provide for the greatest opportunity for expedited construction, which allows us to consistently deliver projects that use public resources in a very wise and responsible manner. We have developed this project approach in order to maintain an expertise in our core business of public works projects with tight budgetary constraints.

To achieve our goal, we approach our projects by first developing a project plan. Our project plan considers the major issues described below and development of project tasks (Scope of Services) to be performed by the design team, preparation of task budgets and preparation of a schedule to complete each task. Prior to beginning preparation of a project plan and Scope of Services, we would perform the following:

- Detailed Review of the Project
- Preliminary Research and Data Collection
- Client Inquiries
- Field Reconnaissance

IMPLEMENTATION PLAN

TKE's implementation plan includes the following key elements which we routinely provide for each of our projects:

> ***The TKE Team** is comprised of **experienced, self-motivated professionals** who will **quickly learn** and **adapt** to **MSWD's Capital Project Delivery Process.***

PROJECT MANAGEMENT

TKE provides effective project management services to a variety of clients. We have successfully delivered extensive and highly visible water, wastewater, street improvement, traffic improvement, drainage improvement, water, wastewater and facility improvement projects for the County of San Bernardino and Riverside, Coachella Valley Association of Governments, Cities of Coachella, La Quinta, Needles, Banning, Calimesa, Moreno Valley, Chino, Glendora, El Monte, South El Monte, Corona, Highland, Hesperia, Colton, Upland, Fontana, Yucaipa, Rialto, Redlands, Wildomar, Lake Elsinore, and Riverside; and for the Municipal Agencies San Bernardino Municipal Water Department, Rubidoux Community Services District, , East Valley Water District, Three Valleys Municipal Water District, Monte Vista Water District, Rancho California Water District, and Maywood Mutual Water Company. TKE's approach has consistently allowed our partner agencies to fulfill their missions of delivering the best value for the public's investment.

TKE's management approach includes:

MONTHLY PROGRESS REPORTS

TKE documents project progress for all projects assigned to TKE by a comprehensive project management summary. The summary includes

project name and related number, description of progress, budget status, schedule compliance, and anticipated upcoming accomplishments.

COMMUNICATION

Communications with MSWD staff is another important component to effective project management. In addition to the monthly progress reports, TKE meets with clients as needed to ensure the projects are proceeding as anticipated. We document each discussion or meeting with notes and electronically mail them to the project team within three days of the meeting / conference indicating action items and a schedule for completion of these items.

RECORD KEEPING

TKE keeps records in an organized filing system both in hard copy and electronic forms. This organized filing system allows TKE to access records immediately should they be needed.

MEETINGS

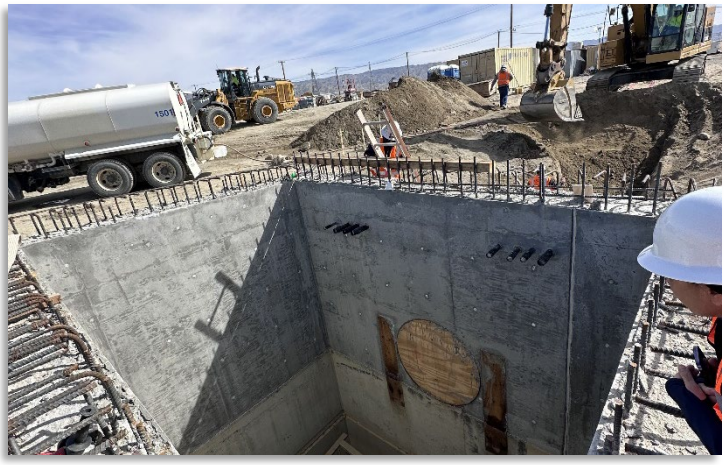
TKE meets with project stakeholders as needed including the public, permitting agencies, utilities, etc. We meet with them at the project's onset and throughout the course of project development to ensure all stakeholder project needs are considered in the project design. All meeting preparation (City/Board Staff Reports, agendas, exhibits, slide shows, etc.) will be prepared by TKE for each meeting. Again, meetings will be documented. TKE has provided numerous similar presentations to Councils/Boards (closed sessions, council meetings, community meetings, etc.).

TEAM MEETINGS

Team meetings include all parties that have any interest in the project development. In particular, the MSWD's Engineering Department and design consultants will be close working partners with TKE in project development and environmental compliance for capital projects. TKE will function as an extension of MSWD staff in meeting and coordinating with design consultants, while ensuring accurate minutes are kept for all pertinent meetings to ensure critical design decisions are memorialized and adhered to throughout the design and/or construction process.

CIP PROJECT MANAGEMENT

Project management will be an essential element in all types of project delivery. Effective communications will lead to effective management. Management will include weekly reviews of project budget and schedules and regular meetings with all project shareholders.



Mission Springs Water District | Regional Water Reclamation Program Management

For all projects, the most important aspect of management will be to ensure that MSWD's interests are protected to the maximum extent possible and project schedules are met. TKE will ensure that public funds and impact fees are used for the benefit of the community. Any deviation from standards and requirements will be referred to the Engineering Manager, and TKE will implement direction given by MSWD. Maintaining excellent communications will prevent any project processing misunderstandings and will avoid project delays. TKE management techniques always result in efficient project delivery.

Managing other consultants is another area that TKE excels. Due to our extensive variety of project experience, specifically in these types of roles, TKE has a vast amount of knowledge with all public works improvement projects and operating as owner representative. With this understanding, TKE is able to manage others and avoid any costly project changed conditions and delays.

REGULATORY, SUBDIVISION MAP ACT AND CITY STANDARDS COMPLIANCE

Another primary function of TKE staff is to verify compliance with aspects of federal, state, and local

laws as well as the subdivision map act and City standards. TKE is already well versed with federal, state and local development law and the map act requirements. Further, TKE will familiarize ourselves with City standards verifying that all construction related to engineering components, are constructed in accordance with these requirements and standards.

FEDERAL / STATE FUNDING COMPLIANCE

TKE will verify that all construction activities, records management and processing are completed in accordance with project requirements including Caltrans Construction Manual and Federal / State requirements. TKE is already working closely with Caltrans Local Assistance on numerous other projects and is very familiar with funding requirements ensuring that MSWD's projects will be delivered efficiently. TKE also has current experience with Caltrans District 8 preparing requests for authorization to proceed to construction, programming change requests, and variance to finance letter requests to conform to actual bid amounts. In addition, TKE has experience in performing grant administration with the State Water Board and Department of Water Resources (both directly and via the Mojave Integrated Regional Water Management Group).

FINANCE AND ADMINISTRATION

TKE is familiar with a number of funding sources for capital improvement projects. TKE has prepared numerous applications and administered these funds for a number of agencies. TKE has extensive experience with Federal and State funded projects including:

- Highway Safety Improvement Program (HSIP)
- Transportation Enhancement Program (TE)
- Congestion Management & Air Quality (CMAQ)
- Safe Routes to School (SRTS)
- Community Development Block Grant (CDBG)
- U.S. EPA Clean Water Grant
- U.S. Army Corp Environmental Infrastructure
- U.S. HUD Community Development Block Grants
- Active Transportation Program (ATP)
  - Safe Routes to School (SR2S)
- Road Repair and Accountability Act of 2017 (SB1)
  - Local Partnership Program (LPP)
  - Local Planning Grants
  - Local Street and Road Maintenance and Rehabilitation
- Mobile Source Reduction Committee (MSRC)
- TDA Article 3
- Rubberized Asphalt Concrete (RAC)
- CA EPA Clean Water SRF
- Proposition 1 and 68
  - Drinking Water SRF
  - Clean Water SRF
  - Storm Water Grant Program
  - Integrated Regional Watershed Management Program
  - Flood Management Program

We will apply this knowledge to process current projects and continue to work with City staff to match funding streams with proposed capital improvement projects.

ENVIRONMENTAL COMPLIANCE

Environmental permitting for projects within the CIP may be complex and involve coordination with multiple jurisdictional agencies, in addition to the normal CEQA analysis and determination. Our preliminary review of the CIP indicates that many projects projected will qualify for a categorical exemption. Notwithstanding, TKE has experience in successfully managing Initial Studies, Mitigated Negative Declarations, and Environmental Impact Reports. Other projects may require some additional environmental permit requirements including Clean Water Act (CWA) Section 404 permits from the United States Army Corps of Engineers, CWA Section 401 or Lake and Streambed Alteration permits from the Regional Water Quality Control Board, Section 1602 Permits

from the California Department of Fish and Wildlife, and potential US ESA Section 7 permitting from the United States Fish and Wildlife Service. TKE has experience in the acquisition of each of these different permit types and will provide excellent management and oversight to ensure environmental compliance permitting is implemented.

PROJECT BUDGETS AND SCHEDULING

TKE has extensive experience in monitoring budgets and evaluating project / construction schedules to ensure delivery of projects that are within budget and on-schedule. The evaluation of the budget and schedule will consist of comparing historical design / construction phase costs and time frames, best practices, agency and manufacturer recommendations, budget and scheduling requirements against the approved contracts. The review of this will take into considerations input from Subject Matter Experts (SME), stakeholders, project plans / specifications, the risk register, and the approved budget and schedule.

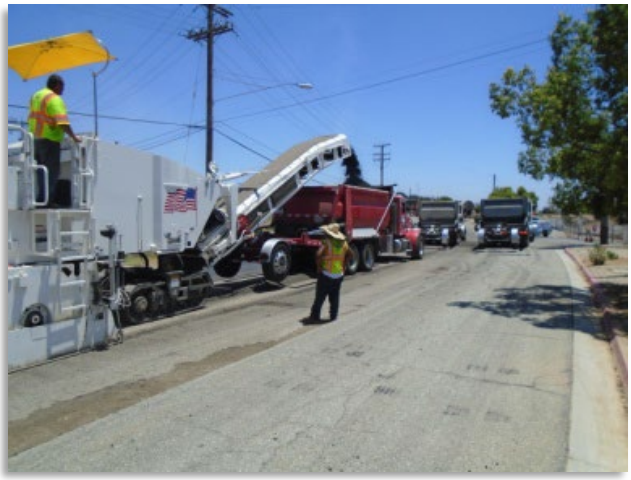
The main reason for the evaluation of the budgets and schedule is to ensure that resources, equipment, materials, and staff (personnel, contractors, and inspectors) are available when needed and projects delivery meets MSWD's requirements. The availability of personnel, alternate priorities, multiple levels of approval, unfamiliarity with the project, internal / external politics, and numerous other factors can impact both the project budget and schedule. TKE has the experience to oversee the project budget scheduling with consultants and contractors to identify potential cost or time overruns and apply corrective action to mitigate any potential impacts.

CONSTRUCTION MANAGEMENT

Construction management is an essential element in project delivery. Effective communications will lead to effective management.

For construction projects, project requirements, project schedule compliance and budget tracking will be important. Project requirements will be assessed by TKE staff and presented to City's management staff. Upon receipt of direction from City staff, TKE staff will be responsible to verify that construction is completed in compliance with those project requirements. TKE's effective construction management techniques will ensure that compliance will occur.

As noted above, maintaining the project schedule will be one of the most important tasks. Further, maintaining excellent communications will prevent any project processing misunderstandings and will avoid project delays. TKE's developed management techniques have resulted in efficient project delivery throughout our 22 year history.



City of Calimesa | Citywide Pavement Rehabilitation

STRICT CONSTRUCTION COMPLIANCE

In order to ensure cost controls and maintain project budgets, it is imperative that City employ an experienced construction management and inspection team. Our construction management and inspection team has consistently delivered projects on-time and within budget by maintaining an active dialogue and hands on approach with the project contractor, while ensuring that all construction is consistent with the bid plans and specifications. We are familiar with applicable standards and specifications, including but not limited to numerous San Bernardino County Cities, County of San Bernardino, CalTrans, and Greenbook.

INSPECTION

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for inspection services. All of TKE's inspectors have a background within design and construction, enabling TKE to provide well

rounded inspectors capable of understanding the requirements to construct a project and who are capable of identifying potential change orders and design deficiencies before they occur. TKE is fully capable of providing staff on a full-time, part-time, on-call or interim project basis. Please refer to our project team, together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE has provided similar services to those requested here for a number of different agencies. TKE understands that each jurisdiction has its own development and capital improvement standards that were developed to meet the needs of that particular community. TKE has a thorough understanding of these standards together with the needs of the community needs. For each project that TKE is assigned, TKE will verify compliance with all applicable standards. Furthermore, with our extensive experience in other jurisdictions, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure. Our inspection portfolio includes:

- Daily review and documentation of construction activities (daily reports and digital photo of significant issues and milestones)
- Monitor Contractor's daily labor force for compliance with state & federal labor laws.
- Field verification of traffic control procedures and consistency with approved Traffic Control Plan
- Coordinate with agencies and different stakeholders to ensure smooth progress of construction activities
- Monitor project schedule
- Verify quantities and assuring quality control
- Field observations of construction activities
- Maintain complete and accurate project records compliant with Caltrans manual
- Review and recommend approval / disapproval of monthly progress pay estimates
- Verify NPDES and SWPPP compliance
- Prepare weekly statement of working days
- Review RFI's, change orders and progress payments
- Coordinate punch list and as-built plans
- Ensure that materials and completed work comply with plans specifications and design criteria
- Implement security procedures
- Issue notices for safety concerns and violations
- Coordinate with survey, material testing and other construction consultants
- Review and ensure compliance with control documents, submittals, RFI's, change orders, and work change directives
- Compliance with Caltrans encroachment permit requirements, if required
- Preparation of punch list
- Coordinate project closeouts activities which include staff report, Notice of Completion, release of retention, warranty walk, and archiving documents.

DISPUTE RESOLUTION

TKE's construction managers are highly skilled with and have provided dispute resolution on a number of past projects. The keys to avoiding potential costly and time-consuming disputes are knowledge, communication and organization. Our construction managers pride themselves on thorough research and review of the project plans and specifications and existing knowledge and understanding of Caltrans, Greenbook and other standard plans and specifications. Their effective communications skills ensure that all stakeholders are constantly advised of project progress and requirements. Their proactive organizational program effectively manages the construction schedule, documents action items with required

follow-up and continuous schedule reviews and anticipate needs for future action items. Our project manager's 'can do' approach to all project issues nearly always results in resolution. They are non-combative with all project stakeholders, maintaining professional working relationships with each stakeholder regardless of conflict. Their perseverance and vast knowledge and experience of issues will resolve challenges while protecting City's and local jurisdictional agencies interests.

CONFLICT RESOLUTION

One of TKE's greatest strengths is conflict resolution. Through our history, not one of TKE's projects has resulted in litigation. We use a proactive approach to conflict resolution that includes continuous communications, development of alternative proposals and reason. Our not-confronting project and construction management approach has proven success.

PUBLIC RELATIONS

TKE's Construction Manager and Inspector are experienced with public relations associated with construction projects. TKE performs initial site visits to all potentially affected properties to discuss the upcoming project and any potential concerns the property owner and/or tenant may have. TKE identifies improvements that will benefit the property owners to help them understand the importance of project construction. Our approach builds a project coalition with the property owners and tenants which reduces public complaints at City Council meetings and provides a sense of ownership with the project. TKE's Inspector also performs routine visits during construction to check on the property owners concerns and to see if there are any issues that need to be mitigated.

CITY STAFF REQUIREMENTS

For all projects, TKE will require MSWD to provide records of existing improvement drawings and copies of any centerline ties and benchmarks during the records research phase. In addition, MSWD will also be required to provide final direction on alternatives, critical design options, and plan check comments at all pertinent phases of design. TKE is familiar with MSWD's GIS system, the resources it provides, and using it as a tool to relieve burdensome requests to City staff. Further, TKE has been working with MSWD for over 10 years and has developed a vast understanding of MSWD's needs and maintained a database of records that will be used to support CIP delivery.

TKE Engineering, Inc. | AT A GLANCE

City/District Engineer
TKE is the City District Engineer in 10 Cities/Districts

Staff Augmentation
TKE currently provides Staff Augmentation in 10 Cities / Counties / Districts

Municipal On-Call Contracts
TKE currently provides Civil Engineering Design, Project Support, and Survey services for more than 30 Cities / Counties / Districts throughout Southern California

Size of Organization
43 Professional Engineers, Project Managers, Surveyors, Plan Checkers, Inspectors, Designers, Construction Managers, and Support Staff

Location of Office
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

Years in Business
TKE has conducted business for the past 23 years and has 23 years of experience in providing street widening and design services for municipal client projects

Company Structure
TKE is a California Corporation founded in June 2000. TKE has no affiliates or subsidiary companies. California Business License Number: 00109901
TKE DIR No. 1000413173

Firm Owners
Michael P. Thornton, P.E., P.L.S., M.S. – President
Terry Renner, P.E., Q.S.D. – Senior Vice President
Steven W. Ledbetter, P.E. Vice President

Mission Spring Water District Point of Contact
Steven Ledbetter, P.E.
Vice President
2305 Chicago Avenue
Riverside, CA 92507
Phone: (951) 680-0440
Email: sledbetter@tkeengineering.com

SECTION C | CONSULTANT INFORMATION

1. FIRM BACKGROUND

TKE Engineering, Inc. (TKE), a California Corporation, was established in 2000, and in the last 23 years has developed into one of Southern California's premier full-service consulting engineering, surveying and construction management firms. TKE was established with the goal of providing turnkey services for municipal projects in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work. We are a highly motivated, dynamic firm with the goal of being your preferred consultant. TKE has been providing design and survey services to municipalities for street improvement projects for the past 23 years.

TKE provides turnkey design and survey services to numerous municipalities throughout Riverside, San Bernardino, and Los Angeles Counties. TKE routinely provides the following municipal services: Project Development, CIP Design, Surveying, Traffic Engineering, Project Management, Plan and Map Checking, Program Management, construction management, inspection, Utility Company Coordination and Management, Public Outreach, Grant Funding, CDBG, HUD and Federally/State Funded Project Management, and Construction Surveying services. Our wide range of services and history with Mission Springs Water District (MSWD) provides our team with an intimate knowledge and experience of the common pitfalls associated with each project variation and our past history of successfully overcoming these challenges. This allows our team to provide quick and efficient decisions to be made related to design, which helps to reduce the potential for delays and keeps the project on schedule.

TKE is currently providing On-Call general engineering services as well as construction management and inspection services on the RWRF treatment plant and sewer project. We are committed to providing high quality, comprehensive services to meet all of MSWD's needs. TKE's Project Manager will be in contact with MSWD staff and our subconsultants weekly to ensure that the project is progressing on

schedule and within the allocated budget. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel are highly trained and active to keeping the design on schedule and the project within budget using our superior communication and management skills.
Our experience with MSWD and in the low desert region, water and waste water expertise, communication skills, numerous accomplishments, as well as management skills, will help maintain continuity in the delivery of MSWD's capital project. TKE takes a team approach to all projects and emphasizes the importance of constant communication between all members of the team, from the client to the contractor and other consultants.

LEGAL AND FINANCIAL CONDITION

TKE's organizational structure has steadily grown since our inception 23 years ago, which provides us with a solid foundation and ensures successful completion of this project. In TKE's 23 years of business, not a single TKE project has gone through litigation. TKE has an annual gross revenue of more than $10 million and there are no financial conditions that may impede TKE's ability to provide services, or complete any projects as outlined in the RFP and Professional Services Agreement. No conditions or organizational conflicts of interest exist that will affect the ability of TKE to perform the required duties as described in this proposal.

Michael P. Thornton, P.E., P.L.S., M.S. – Principal in Charge

Education
Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering

Masters of Science – California State University, Long Beach, Civil Engineering

Experience
34 Years

Credentials
California Professional Civil Engineer #44226

California Professional Land Surveyor #6867

Mr. Michael P. Thornton, President, will ultimately be responsible for all services provided by TKE.

Mr. Thornton has over 34 years of experience as a civil engineer. He has worked on a variety of public works engineering projects including water system improvements, wastewater system improvements, and recycled water system improvements, street improvements, park improvements, bike trail improvements and drainage improvements, projects. Mr. Thornton has been responsible for all project aspects including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for these same projects.

In addition to project related experience, Mr. Thornton has provided consulting engineering services to various communities as its City/District Engineer. City/District Engineering duties include, public staff management, land development processing, CIP development, including budgets and funding sources, regulatory agency coordination and permitting, public presentations, CEQA compliance processing, and responses to public inquiries.

Steven W. Ledbetter, P.E. – Project Manager

Education
Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering (Environmental)

Experience
19 Years

Credentials
California Professional Civil Engineer #84044

Mr. Ledbetter has over 19 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that a quality product which meets specifications is delivered on schedule. He has a well-rounded background with experience in preparation and analysis of street and utility improvement plans and specifications, potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water supply planning including feasibility studies, urban water management plans, water supply assessments, and verifications; storm water compliance reporting including water quality management plans and, storm water pollution prevention plans, permitting and grant writing for various State and Federal agencies.

Mr. Ledbetter has provided On-Call services listed herein to MSWD directly over the last 4-years and indirectly over the last 10 years. He has significant knowledge of MSWD and the Coachella Valley

Mr. Ledbetter's greatest attribute is his ability to deliver projects and his vast experience ensures success again and again. He also understands the importance of working as a team member. Mr. Ledbetter understands that he will be given direction from MSWD staff and fully understands the need to maintain proper protocol while providing services. He further understands that his role will be to implement a design that meets the needs of the MSWD while maintaining the project budget.

Terry M. Renner, P.E., Q.S.D. – Project Manager

Education
Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering

Experience
20 Years

Credentials
California Professional Civil Engineer #69984

California Qualified SWPPP Developer #24329

Arizona Professional Civil Engineer #55194

Mr. Terry Renner will be responsible for all day to day management of the services provided by TKE.

Mr. Renner has over 20 years of project and construction management experience for all types of public works,

civil engineering, and surveying projects. He has extensive experience in the design and construction of public works improvement projects, including water systems, recycled water systems, street widening, pavement rehabilitation, traffic signal, drainage systems, sewer systems, ADA enhancements, and pedestrian enhancement improvements projects.

As a project manager, Mr. Renner has been responsible for design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

Ronald A. Musser, P.L.S. – Senior Surveyor

Education
Riverside Community College

Experience
52 Years

Credentials
California Professional Land Surveyor #4230

Mr. Musser has over 52 years of experience in performing field and office surveying and plan checking services for public and private projects including water, wastewater, recycled water, drainage, roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 13 years. In addition, he has prepared records of survey, parcel maps, tract maps, lot line adjustments, right-of-way acquisition, easement acquisition, and lot mergers in San Bernardino County, Riverside County, Los Angeles County, Orange County, and San Diego County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides on-call survey and map checking services to the City's of Upland, Hesperia, Wildomar, Azusa, Pico Rivera, Highland, and Calimesa.

*Resumes for key personnel may be found as an attachment at the end of this proposal.

ADDITIONAL RESOURCES

TKE may engage sub-consultants to aid in completing the proposed scope of work. TKE has a long history of successfully partnering with the sub-consultants presented below to deliver capital projects:

LOR Geotechnical Group, Inc.

LOR is a multi-disciplinary geotechnical, engineering, and consulting firm providing sound solutions and innovative strategies in the geotechnical, geologic, environmental, and construction inspection fields for their clients since 1988.

LOR has a multi-disciplinary staff of highly qualified and experienced licensed professionals who hold registrations in the State of California. LOR's principals are directly involved in the implementation and completion of its professional services. All of the field and laboratory personnel that will work on MSWD projects have been employed by the firm for over 10-years. Their engineers, geologists, and technical support personnel are committed to serving MSWD with personal, timely, and technically superior service. We believe that you will find our understanding of our duties for this contract to be unsurpassed and our individual and combined experience will assure you that we will deliver what is expected. LOR should have the ability to provide the anticipated geotechnical engineering and materials testing services in-house, without the use of subcontractors.

LOR provides a comprehensive organization of qualified personnel to support the technical need of MSWD's projects. LOR is Small Business Certified. Their laboratory is currently approved by the California Department of Transportation (Caltrans). Our field and laboratory personnel are Caltrans, International Code Council (ICC), American Concrete Institute (ACI), and American Construction Institute Association (ACIA) certified. Our organizational chart and resumes of the key personnel are also provided within this proposal.

Over the past five years they have provided on-call geotechnical testing and inspection services to the following Public Works and Capital Projects Departments: City of Big Bear Lake, Indio, Moreno Valley, Perris, Riverside, Santa Monica, Yucaipa, and we have also provided our services to the Counties of Riverside and San Bernardino.

A thorough understanding of site conditions is crucial to the success of any project. LOR has implemented a

Quality Assurance Program (QAP) that has aided in this firm's quality of work and minimizing the errors as much possible throughout our long history. In the event an error may occur, our clients will be notified immediately and a plan to fix the error will be determined immediately to minimize the impact to the project. In their history LOR has provided a similar scope of services for numerous agencies.

For their Preliminary Geotechnical Investigation Reports they have experienced engineers and geologists that use proven site investigation techniques to accurately characterize the surface and subsurface environment. State of the art equipment is used to explore and sample the soil, rock, and groundwater conditions. In-place soil testing is performed in order to accurately evaluate the site conditions. Their fully equipped laboratory provides proven testing methods to evaluate the mechanical properties of the soil. All laboratory and field data are processed through computerized geotechnical integration programs.

Their geotechnical engineers evaluate the proposed projects with respect to the site conditions and provide recommendations to optimize project development. Recommendations are provided to guide site selection and preparation, foundation design, pavement design, slope construction, erosion control, and general site grading.

LOR has provided geotechnical engineering services for over three thousand projects within southern California, many of which lie within the Coachella Valley. Among the types of geotechnical engineering services provided are: pavement rehabilitation design including complete removal and replacement, inlay/overlay, pulverization, asphalt recycling, subgrade stabilization, specialized design to minimize section thickness without minimizing the integrity of the section, slope stability analysis, liquefaction analysis, pipeline excavation and construction design, and best management practice storm water infiltration testing and design.

Tom Dodson and Associates

TDA incorporated in 1983, is an environmental consulting and regulatory compliance firm. Tom Dodson (President) is involved in day-to-day operation of the firm and is also involved in each project undertaken by TDA. This approach provides the company owner with knowledge and input into each project, thus ensuring that each project receives the firm's high standard for product quality.

A common theme of all TDA projects is compliance with environmental requirements while meeting project schedules. TDA works with clients to meet schedules and identify reasonable and ethical environmental requirements. For every project, TDA has found there is a mutually acceptable balance between development goals and the need to protect the environment. TDA strives to define this balance for clients and regulators and present workable solutions that both parties can accept as the basis for implementation of projects. With over 40 years of collective experience in environmental problem-solving, TDA has been remarkably successful in meeting client and environmental objectives.

TDA is capable of providing a full range of environmental and regulatory compliance services. This includes an in-house biological staff capable of providing biological resources evaluations, as well as, revegetation and habitat restoration capabilities. TDA professionals bring more than 40 years of environmental and regulatory compliance experience to each assignment. TDA conducts environmental and regulatory compliance work for more than 100 firms and agencies with a single goal which is to make each project succeed for both the client and the environment.

TDA has provided planning and environmental consulting services for various water, hazardous waste management, biological evaluations, and base reuse projects. TDA has also prepared the environmental compliance documents needed for such projects. These documents have ranged from Initial Studies and Negative Declarations to full Environmental Impact Reports (EIRs) that meet California Environmental Quality Act (CEQA) requirements. In addition, TDA has prepared environmental documents for projects on federal land that meet the requirements of the National Environmental Policy Act (NEPA).

Over the years TDA has worked with MSWD on numerous water and wastewater projects. Work performed was for CEQA and State Water Board State Revolving Fund (SRF) projects. The most notable recent project with MSWD was for the "West valley Water Reclamation Facility" TDA worked with both TKE and MSWD to publish an Initial Study and Environmental Impact Report (IS/EIR). The IS/EIR was approved by the MSWD Board and TKE submitted it as a CEQA Plus

package to the State Water Board for an SRF loan to fund the proposed reclamation facility.

\JCA Engineering, Inc.

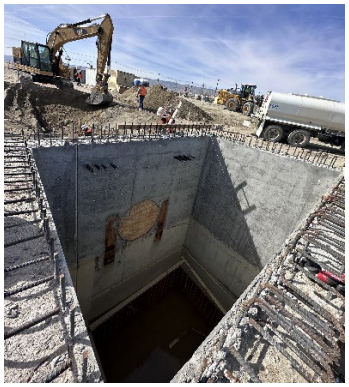
JCA Engineering (JCA) has been dedicated to providing state of the art electrical engineering services. Mr. James Corns, Principal Engineer, offers more than 20 years of experience. Projects successfully completed within the last year, including efficient public works facilities, represent total construction values exceeding $40 million.

SECTION 4 | EXPERIENCE

A. EXPERIENCE IN PERFORMING SIMILAR WORK

TKE takes pride in our reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all CIP Projects. It is our standard to demonstrate proactive leadership and implement effective planning and management practices. As MSWD's qualified professional consultant, our team will adopt MSWD's Project Delivery Process and ensure best practices are being implemented for timely project delivery completed within budget. As MSWD's reliable service provider, we will strategically apply lessons learned from our collective years of experience to deliver quality services.

This section showcases TKE's depth and breadth of resources, which will be led by our team of expert key personnel. The following project examples showcase our team's experience in performing work of a similar nature to the scope provided in the RFP. This experience highlights our ability to effectively manage and coordinate the services requested.



REGIONAL WATER RECLAMATION PROGRAM MANAGEMENT

Mission Springs Water District, City of Desert Hot Springs, CA

Client Contact: Mr. Arden Wallum
Mission Springs Water District
Phone Number: (760) 329-5169
Email: awallum@mswd.org
Project Cost: $68,000,000
Completion Date: On-Going

DESCRIPTION

Mission Springs Water District (MSWD) retained TKE to prepare a preliminary engineering analysis that evaluated expanding an existing WWTP or building a new regional WWTP. Ultimately, MSWD selected to proceed with a new regional WWTP, the Regional Water Reclamation Facility (RWRF). Thereafter, TKE was retained to be the program manager for the for the development of the RWRF and associated projects. As program manager, TKE is responsible for coordinating the design, hydrogeological analysis, environmental compliance processing, and construction of the RWRF, a new Regional Conveyance Trunk Sewer to deliver wastewater to the RWRF, and the M-2 Collection System to connect 695 parcels to the sewer system for treatment by the RWRF. In addition, TKE is in charge of grant funding and permit acquisition. In 2022, TKE secured $68 million in grant funding for the project. The project includes coordination with the State Water Resource Control Board, Regional Water Quality Control Board, Air Quality Management District, other agencies, and other consultants.

SERVICES

Services include preliminary engineering, benefit-cost analysis, project planning and scoping, Board report preparation and presentations, prepare grant funding applications and management, preparation of wastewater flow projection report, technical report and design review, prepare RFPs, environmental compliance services, prepare right-of-way acquisition documents, provided program/project management, regulatory and stakeholder meetings and presentations, perform construction management and inspection.

KEY STAFF

Steven Ledbetter, PE
Terry Renner, PE, LS, QSD
Shelby Kelley, EIT
Ron Musser, PLS

RELEVANCE TO MSWD

* *Management of the Program from Inception to Date*
* *Program Sequencing*
* *Value Engineering*
* *Managing CEQA Compliance*
* *Managing Permitting*
* *Coordination with City, County, RWQCB, and State Water Board*
* *SRF and Grant Acquisition and Administration*



REGIONAL CONVEYANCE FORCE MAIN AND TRUNK SEWER

Mission Springs Water District, Desert Hot Springs, CA

Client Contact:	Mr. Arden Wallum Mission Springs Water District
Phone Number:	(760) 329-5169
Email:	awallum@mswd.org
Project Cost:	$9,000,000
Completion Date:	On-Going

DESCRIPTION

Mission Springs Water District (MSWD) retained TKE to conduct a preliminary engineering analysis that evaluated potential service areas, trunk sewer/force main alignments, wastewater flow rates, lift station capacity analysis, and other preliminary design criteria needed to identify the preferred alignment of the Regional Conveyance Force Main and Trunk Sewer and potential flow diversions to the Regional Water Reclamation Facility (RWRF). TKE is also responsible for final design and contract documents for approximately 3 miles of the preferred Regional Conveyance Force Main and Trunk Sewer alignment from the intersection of Dillon Road and Avenida Manzana to the RWRF. The project includes environmental compliance and geotechnical investigation, along with coordination with developers, other agencies, Regional Water Quality Control Board, and other consultants.

SERVICES

Services include Preliminary Engineering, Opinion of Probable Cost, Planning System Alternatives, Sewer Hydraulic Modeling Analysis, Design, Topographic Surveying, and Preparation of Plans, Specifications, and Estimates, Construction Management, Inspection and Construction Staking.

KEY STAFF

Terry Renner, PE, LS, QSD

Steven Ledbetter, PE

Octavio Parada

Shelby Kelly, EIT

Ron Musser, PLS

RELEVANCE TO MSWD

- *MSWD Construction Management and Inspection Experience*
- *Sewer Design*
- *Project Sequencing*
- *Managing CEQA Compliance*
- *RCTD Permitting*
- *Coordination with City, County, RWQCB, and State Water Board*



RECYCLED WATER PIPELINE

City of Hesperia, CA

Client Contact: Mr. Nils Bentsen
Phone Number: (760) 947-1025
Email: nbentsen@cityofhesperia.us
Project Cost: $16M
Completion Date: December 2018

DESCRIPTION

TKE prepared engineering construction documents for the City of Hesperia for construction of 8 miles of recycled water pipelines ranging for 16" to 8" in diameter including, plan and profiles, specifications, cost estimates, and DWR funding management. In addition, TKE is providing construction assistance services, grant funding management and inspection for pipeline construction.

SERVICES

Services include records research, planning, system modeling, hydraulic analysis, hydraulic modeling, report and cost estimate preparation, construction document preparation, utility coordination, right-of-way acquisition, cost estimation, construction assistance, inspection and grant fund management assistance.

KEY STAFF

Terry Renner, PE, QSD
Octavio Parada
Ron Musser, PLS

RELEVANCE TO MSWD

- *Recycled Water Design*
- *Utility Relocation/Coordination*
- *Design/Construction Surveying*
- *Railroad Permitting*
- *SCE Permitting*
- *Right-of-Way Engineering*
- *Easement Acquisition/Property Owner Coordination*



CALIMESA CREEK BASIN AND STORM DRAIN

City of Calimesa, CA

Client Contact: Ms. Bonnie Johnson
Phone Number: (909) 795-9801
Email: Bjohnson@cityofcalimesa.net
Project Cost: $7.3M
Completion Date: November 2022

DESCRIPTION

The Calimesa Creek Storm Drain Improvements Project is located in the Cities of Calimesa and Yucaipa south of County Line Road between the Interstate 10 Freeway and 5th Street. The project includes the design of 2,000 linear feet of 96" storm drain pipe and open channel improvements and includes design of a 53 Acre-Foot detention basin for flood control and hydro-modification purposes, providing 100-Year flood conveyance storm drain protection and low flow diversion to the existing Calimesa Creek. Design will also include walking trails and maintenance roads alongside of the improved channel alignment.

SERVICES

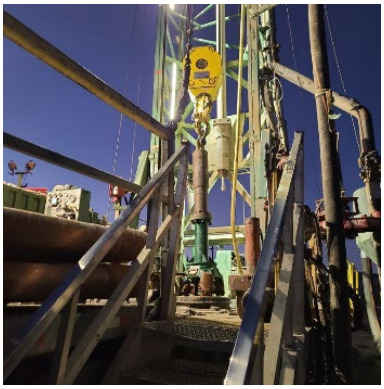
Services include pre-project planning, development, preliminary engineering, hydrology and hydraulics, design, project grant writing, environmental compliance, state and federal funding coordination, utility relocation coordination, right-of-way acquisition and permitting.

KEY STAFF

Terry Renner, PE, QSD
Steven Ledbetter, PE
Octavio Parada

RELEVANCE TO MSWD

- *Major Drainage Infrastructure*
- *Regional Flood Control Basin*
- *Connection to County Flood Control Facility*
- *Extensive Utility Coordination and Permitting*
- *Hydraulics/ Hydrology Modeling*



WELL NO. 16 AND TRANSMISSION MAIN

City of Needles

Client Contact: Ms. Rainie Torrance
Phone Number: (760) 326-5700 x 140
Email: rtorrance@cityofneedles.com
Project Cost: $3.8 Million
Completion Date: March 2022

DESCRIPTION

The Well No.16 and transmission main project is located along Needles Highway, north of Interstate 10, in the City of Needles. TKE prepared the design plans, specifications, and estimates, and provided bidding support and construction management services for the new production well and transmission main. The project was required to provide potable water supply backup and remove inefficiencies in the existing distribution network. The project included design of the well pump and motor, above ground discharge piping, appurtenances, 2,750 linear feet of 16" transmission pipeline, shade structure, electrical system, SCADA system integration, and connections to the existing system.

SERVICES

Services include records research, design survey, coordination with agencies and consultants, preliminary engineering, utility verification, permitting, design, cost estimating, bidding support, and construction management.

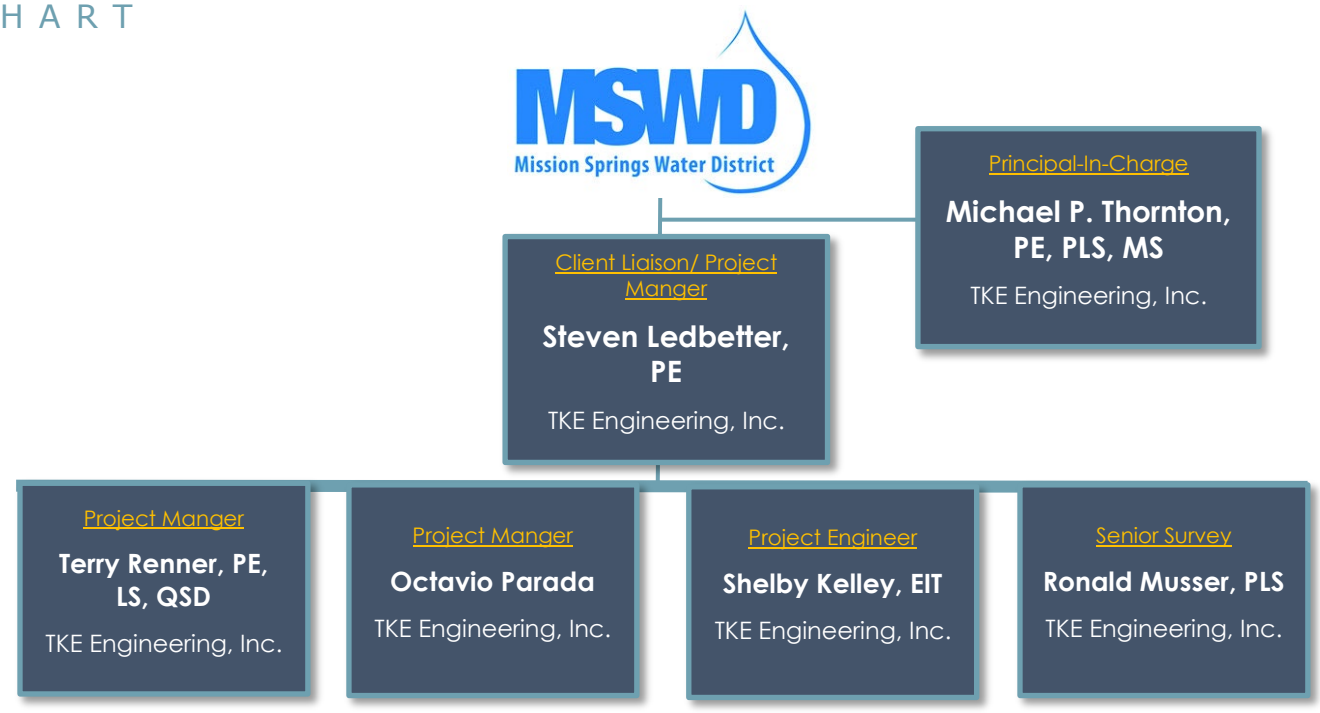
KEY STAFF

Steven Ledbetter, PE
Shelby Kelley

RELEVANCE TO MSWD

- *Well Design*
- *Utility Coordination*
- *Design Surveying*
- *Permit Coordination*

B. ORGANIZATIONAL CHART



TKE SUPPORT TEAM
(40+ Members)

Michael P. Thornton PE, PLS | *President*
Michelle Arellano, P.E. | *Senior Plan Check Engineer*
Brett Enscoe | *Survey Party Chief*
Mycal Balta | *Public Works Inspector*
Steve Dukett | *Managing Director Development Services*
Monae Pugh | *Traffic Engineering Specialist*
Patrick Palafox | *Senior Public Works Inspector*
Brad Enscoe | *Senior Public Works Inspector*
Tyler Ault | *Senior Public Works Inspector*
Jeff Lantosh | *Senior Public Works Inspector*
Brian McDuffie | *Senior Public Works Inspector*
Nelson Blackwell | *Senior Public Works Inspector*
Michael Counce | *Senior Public Works Inspector*
Naeem Dulloo | *Senior Public Works Inspector*
Brittany Simmons | *Proposal Coordinator*
Michelle Sells | *Accounting/Office Manager*
Jennifer Cioffi, PE | *Project Manager*
Steve Nix, PE, PLS | *Senior Engineer*
Marvin Lara, EIT | *Assistant Construction Manager*
Travis Bradshaw | *Associate Engineer*
Jose Martinez | *Associate Engineer*
Alex Estepa | *Associate Engineer*
Jose Hernandez | *Associate Engineer*
Metehan Gumustekin, EIT | *Associate Engineer*
Chance Renner | *Associate Engineer*
Emmanuel Perez | *Engineering Assistant*
Jayden Renner | *Engineering Technician*
Nyesha Burnatte | *Engineering Technician*
Daniel Melero | *Engineering Technician*
Deana Vilches | *Clerical*
Tracey McLoughlin | *Clerical*
Jeannette Barlow | *Clerical*

SECTION 5 | REFERENCE

AGENCY	CONTACT NAME	CONTACT INFO
Mission Springs Water District 908 Park Avenue Calimesa, Ca 92320	Arden Wallum General Manager	P: (760) 329-6448 awallum@mswd.org
City of Hesperia 9700 Seventh Avenue Hesperia, CA 92345	Nils Bentsen Deputy City Manager	P: (760) 947-1018 nbentsen@cityofhesperia.us
County of San Bernardino 222 W. Hospitality Lane San Bernardino, CA 92415	Noel Castillo Assistant Director- Planning and Operation	P: (909) 387-7916 Noel.Castillo@dpw.sbcounty.gov
City of Needles 817 3rd Street Needles, CA 92363	Patrick Martinez Director of Development Services	P: (909) 326-5740 pmartinez@cityofneedles.com
City of San Bernardino Municipal Water Department 1350 SE Street San Bernardino, CA 92408	Ted Brunson Water Utility Director	P: (909) 384-5095 tedb@sbmwd.org
San Antonio Water Company 139 N. Euclid Avenue Upland, CA 91786	Brian Lee General Manager	P: (909) 982-4107 Blee@sawaterco.com

Please refer to the project examples listed in Section 4 of this proposal to see detailed descriptions regarding where TKE has worked with each of the references listed above.

Uploaded separately via PlanetBids.

SECTION F | DISCLOSURES

Uploaded separately via PlanetBids.



MICHAEL THORNTON, P.E., P.L.S., M.S.

PRINCIPAL-IN-CHARGE

TKE Engineering, Inc.

EDUCATION

MS, Civil Engineering, California State University, Long Beach

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

Registered Civil Engineer, PE 44226 (CA)

Professional Land Surveyor, LS 6867 (CA)

AFFILIATIONS

American Society of Civil Engineers

American Water Works Association

California Rural Water Association

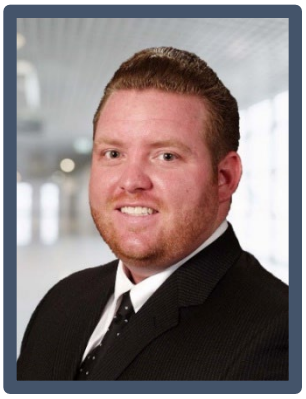
American Public Works Association

American Council of Engineering Companies

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 35 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including water system improvements, sewer system improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton has been responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.

DETAILED PROJECT EXPERIENCE

- **I-15 Sewer Lift Station**, *Hesperia, CA* - Mr. Thornton was Principal-in-Charge for services on the sewer lift station project he oversaw the design to accept wastewater flows from existing and proposed developments at Interstate 15 and Ranchero Road, and the surrounding community of approximately 110 acres. The analysis included defining the tributary area, calculating existing, near-term, and ultimate wastewater flows (0.94 MGD, 1.78 MGD, and 2.56 MGD, respectively), calculating head loss, selecting pumps, and designing the wet well and piping system. TKE identified two self-cleaning high efficiency 25 hp wastewater pumps with variable frequency drives. The pumps were selected based on its peak efficiency (76%) under ultimate head and flow conditions, while maintaining good efficiency (65%) under initial head and flow conditions.
- **San Bernardino Avenue Trunk Sewer**, *City of Fontana, CA* - Mr. Thornton was Principal-in-Charge for services on the San Bernardino Avenue Trunk Sewer and provided project and construction management, coordination with stakeholders and agencies, flow generation calculations, model preparation, flow monitoring analysis, cost estimating and report preparation for the San Bernardino Avenue Trunk Sewer System, an area encompassing approximately 9,400 acres covering the majority of the San Sevaine redevelopment project area. The study limits were State Route 210 to the north, Maple Avenue to the east, San Bernardino Avenue to the south and East Avenue to the west. The trunk sewer construction included 22,000 linear feet of 42" and smaller diameter lined RCP and VCP sewer pipe, two siphon structures, interconnections with gated manholes to major sewer crossings and residential and commercial laterals.
- **Mission Springs Water District** - Mr. Thornton previously served Mission Springs Water District as its District Engineer for a period of 8 years. He worked with staff to manage more than $20 million in water and wastewater improvement projects. Services included budget development and management, management of other consultants and presentations to their board of directors.
- **2017 Water Master Plan Update**, *City of Coachella, CA* – Mr. Thornton served as the Principal-in-Charge for this project to prepare an update to the City's previous 2007 Water Master Plan (WMP). The WMP evaluated the City's existing water system and planned the facilities to meet increased future water demands. The evaluation included future planned development projects and the City's most current General Plan Update report. The WMP forecasted out to the year 2035 and a capital improvement plan (CIP) was developed out of the findings and recommendations in the WMP. The project services include research, coordination with agencies, hydraulic calculations, model preparation, preliminary engineering, cost estimating, exhibit preparation, CIP development and presentation to City Management Staff.



STEVEN LEDBETTER, P.E.

CLIENT LIAISON / PROJECT MANGER

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. License Number 84044 (CA)

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

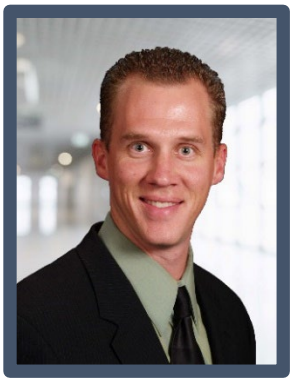
American Public Works Association, Coachella Valley Board Member

American Council of Engineering Companies of California

Mr. Ledbetter has over 23 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. He has a well-rounded background with experience in: preparation and analysis of street and utility improvement plans and specifications including potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water resource planning and management including feasibility studies, urban water management planning, water supply assessments and verifications, integrated regional water management planning, and groundwater management planning; storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing and administration for various State and Federal agency programs.

DETAILED PROJECT EXPERIENCE

- **Regional Water Reclamation Program,** *Mission Springs Water District, CA* – Mr. Ledbetter is providing program management services for the development and construction of the District's Regional Water Reclamation Program (RWRP). The RWRP includes planning, design, and construction of a regional wastewater treatment plant, interceptor conveyance system, and local wastewater collection systems. Mr. Ledbetter is managing the completion of the RWRP, including: participation and management of funding acquisition; staff, board, consultant, funding agencies, and public coordination and communications; assessment district formation; State Revolving Fund (SRF) and grant application processing; State invoicing and reporting; environmental compliance processing; preliminary engineering preparation; plans, specifications, and cost estimates (PS&E) preparation; bidding and construction; and all related services to successfully complete the RWRP**.**
- **Eastgate Building No. 1 Water Supply Assessment**, *San Bernardino, CA* – The proposed Eastgate development project includes 658,500 square feet of industrial floor space on approximately 97.48 acres of land. The development will consist of a warehouse building for air cargo use located at San Bernardino International Airport. The development has an estimated water demand of 223 acre-feet per year. As project manager, Mr. Ledbetter is providing an assessment of the water supplies available to serve the development over a 20-year period.
- **IRWM Agency Representative,** *Coachella Valley Regional Water Management Group (CVRWMG)* – Beginning in 2016 and continuing through today, Mr. Ledbetter represent Mission Springs Water District at technical coordination and public outreach meetings related to the CV Integrated Regional Water Resource Management Program. His responsibilities included representing the District at the meetings, review of technical memorandums and other project deliverables, assistance with grant funding applications, grant administration, and presentations to the District's board of directors and public.
- **Well No. 16,** *City of Needles, CA* - Mr. Ledbetter is currently managing the design and construction of a new production well, Well No. 16, and transmission main located along Balboa Place and South of McShans Lane in the City of Needles. The project includes design of the well pump and motor, above ground discharge piping, appurtenances, 2,750 linear feet of 16" transmission pipeline, shade structure, electrical system, and SCADA system integration. The project includes restrained joints, system appurtenances, and connections to the existing systems and interconnections to City of Needles Water.



TERRY RENNER, P.E., Q.S.D.

PROJECT MANAGER

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

Caltrans SWPPP Certified QSP/QSD Training

REGISTRATIONS

P.E. License Number 69984 (CA)
Qualified SWPPP Developer and Practitioner #24329

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

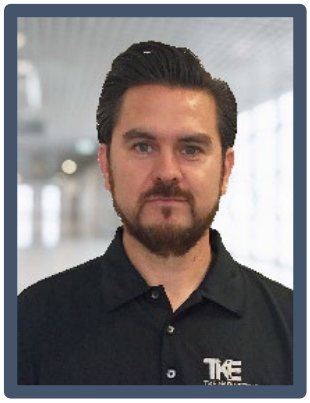
American Public Works Association

American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has 25 years of experience in civil engineering infrastructure projects, including transportation and traffic improvements, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He has managed numerous grant funded (Federal and State) projects and has delivered projects for the Cities of Coachella, Highland, Calimesa, Yucaipa, Fontana, Rialto, Upland, Riverside, and Redlands. As a construction manager, Mr. Renner has been responsible for supervising a staff of inspectors, construction coordination and scheduling, utility relocation coordination, public relations, submittal review, coordination with subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the projects managed and delivered by TKE continue to exceed industry standards.

DETAILED PROJECT EXPERIENCE

- **Baseline Gardens Consolidation Project***, East Valley Water District, San Bernardino, CA* – Mr. Renner provided project and construction management services for the Baseline Gardens Consolidation Project which is located in the City and Unincorporated Area of San Bernardino County north of Baseline Road. Proposed improvements provided replacement of all existing water main, service laterals and meters and appurtenances for the previously owned Baseline Gardens Mutual Water system which was consolidated by East Valley Water District with State grant funding. TKE provided construction management and inspection services for approximately 18,000 linear feet of water system replacement improvements and 480 service laterals including, pipeline, valves, fire hydrants, meters and appurtenances.
- **2017-18 Annual Water Replacement Program**, *City of Hesperia, CA* – Mr. Renner was the Project Manager for this project which consists of replacement of 42,600 linear feet of 4" aging pipelines with 8-inch pipe and related appurtenances. Typical pipeline appurtenances for the project include, control valves, fire hydrants, air vacuum release valves, blowoffs, and water service piping to construct to the existing water meters which will remain. In addition, the project includes over 60 connections to existing water mains.
- **1158 Zone Recycled Water Program**, *City of Fontana, CA* – Mr. Renner was the Project Manager and Design Engineer for this project, which TKE prepared preliminary engineering report, utility permitting, plans, specifications, and estimates for the construction of approximately 50,000 linear feet of recycled water mains ranging from 6" to 24" in diameter. The project included San Bernardino County Flood Control District bridge crossings, DWR pipeline crossings and Southern California Edison easement crossings. TKE prepared a preliminary engineering report that identified potential users, projected use amounts alignment alternatives to provide service, environmental impacts and service retrofits. TKE also assisted with a funding application and processing of the application with the State of California State Water Resource Control Board.



OCTAVIO PARADA

PROJECT MANAGER

TKE Engineering, Inc.

EDUCATION

Bachelors of Science (B.S), Autonomous University of Baja California, Mexico (UABC)

CERTIFICATIONS

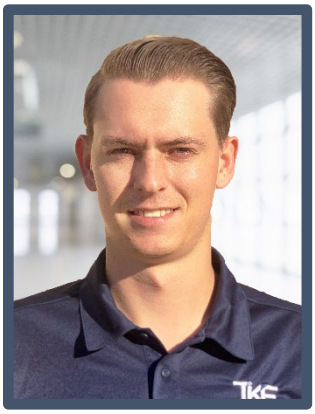
Certificate (1996), Traffic Engineering for highways, Secretary of Transport and Communication (SCT-Mexico)

Certificate (2007), CAD Pilot Boot Camp for Civil 3D, CVIS

Mr. Parada has over 26 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, drainage improvements, grading plans and computerized system modeling for drainage master plans. Finally, Octavio has worked in the private sector for commercial and industrial development as technical director managing projects from the conceptual stage, through planning, designing, bidding, construction, and project completion under project specifications and exceeding client expectations.

DETAILED PROJECT EXPERIENCE

- **Pearmain Street Relief Sewer Project**, *City of Adelanto, CA* - Mr. Parada performed design and project management services for City on Pearmain Street and Auburn Road between approximately 1,300 feet east of US Highway 395 and Air Expressway. This project consists of the construction of 9,000 linear feet of pipe with diameters ranging from 21" to 15", utilizing Polyvinyl chloride pipe, manholes, stub outs, 110 linear feet of 30" bore and jack steel casing, existing manhole replacement with diversion manhole, reconnection of existing undersized 12" sewer and connections to existing sewer manholes. Proposed wastewater system improvements provide relief for the existing 12" sewer which has insufficient capacity to convey current and proposed development flows.
- **Pacific Avenue Water Pipeline Improvements Project**, *Rubidoux Community Service District* – Mr. Parada Assisted in the design and preparation of 5400' linear feet of watermains ranging from 16" to 8" in diameter, utilizing ductile iron and Polyvinyl chloride pipe, pipeline appurtenances, fire hydrants, 60 linear feet of 24" bore and jack steel casing. The project also included coordination of future street and storm drain improvements with riverside county transportation department and flood control district.
- **1158 Zone Recycled Water Program,** *City of Fontana, CA* – Mr. Parada assisted in the design and preparation of approximately 50,000 linear feet of recycled water mains ranging from 6" to 24" in diameter. The project included San Bernardino County Flood Control District bridge crossings, DWR pipeline crossings and Southern California Edison easement crossings. The project included preparation of preliminary engineering report that identified potential users, projected use amounts alignment alternatives to provide service, environmental impacts and service retrofits. Assistance with a funding application and processing with the State of California State Water Resource Control Board.
- **Central Avenue Water Replacement Project**, *City of Upland, CA* – Mr. Parada assisted in the design and preparation of 3500' linear feet of 12" CML&C waterline, pipeline appurtenances, service laterals and fire hydrants.



SHELBY KELLEY, E.I.T.

PROJECT ENGINEER

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, San Diego State University

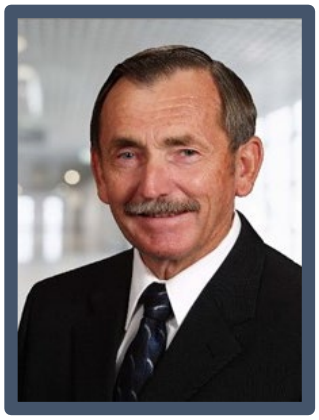
REGISTRATIONS

Engineer in Training; E.I.T. Number 171121

Mr. Kelley is an Associate Engineer of TKE Engineering, Inc. and has 6 years of experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction methods. Mr. Kelley has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, preliminary design exhibits, and cost estimates. He has delivered projects for Mission Springs Water District and the Cities of Adelanto, Chino, Fontana, Hesperia, Highland, Needles, and Rialto.

DETAILED PROJECT EXPERIENCE

- **Regional Water Reclamation Facility,** *Mission Springs Water District, City of Desert Hot Springs, CA* – Mr. Kelley is currently assisting in performing construction management and office engineering services for the construction of the new Regional Water Reclamation Facility located near 20th Avenue and Little Morongo Road in the City of Desert Hot Springs. The $43,000,000 project includes the construction of a 1.5 MGD Sequence Batch Reactor (SBR) wastewater treatment plant that will dispose treated secondary effluent in on-site disposal ponds. The project also includes an operations and administration building that will house a solids processing area, chemical storage area, maintenance area, administrative area, electrical room, and blower room. Mr. Kelley provides support in submittal and RFI review, change order review, progress payment review/approval, labor compliance, coordination with utilities, permitting, grant reimbursement and coordination with District representatives.
- **Well No. 16,** *City of Needles, CA* - Mr. Kelley assisted with the design of the new Well No. 16 and Waterline located along Balboa Place and South of McShans Lane in the City of Needles. The project includes well pump, above ground piping, appurtenances, discharge piping and shade structure. Along with the design of the proposed well, Mr. Kelley assisted with the design of 2,750 linear feet of 16" Ductile Iron pipe designated along Well Access Road and Balboa Place. The project includes restrained joints, system appurtenances, and connections to the existing systems and interconnections to City of Needles Water.
- **Horton Wastewater Treatment Plant Tertiary Filter,** *Mission Springs Water District, City of Desert Hot Springs, CA* – Mr. Kelley is currently assisting with the design of a pump station and tertiary filters located at the Horton Wastewater Treatment Plant in the City of Desert Hot Springs. Tertiary Filter design consisted of modifications to existing distribution box, pumping structure, 590 linear feet of 24" Ductile Iron pipe, Aqua-Disk Tertiary Filter, 600 linear feet of 4" Ductile Iron pipe for metered backwash line to influent pump station and proposed distribution box.
- **White Avenue Drainage,** *City of Adelanto, CA* - Mr. Kelley assisted in the design of a 38,000 square foot drainage basin, inlet and outlet facilities, curb, gutter, and sidewalk located near White Avenue and Pearmain Street. The project will effectively improve flood control, eliminating current flooding along the transportation corridor, enhance water conservation from the rainfall within the vicinity, storm water, and provide water to the region.



RON MUSSER, P.L.S.

SENIOR SURVEYOR

TKE Engineering, Inc.

REGISTRATIONS

P.L.S. License Number (CA): 4230

Mr. Musser has over 55 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides map checking services to the cities of Calimesa, Upland, Azusa, Pico Rivera and El Monte.

DETAILED PROJECT EXPERIENCE

- **Regional Water Reclamation Program,** *Mission Springs Water District, CA* **–** Mr. Musser is providing all survey, construction staking, and mapping services for the development and construction of the District's Regional Water Reclamation Program (RWRP). The RWRP includes planning, design, and construction of a regional wastewater treatment plant, interceptor conveyance system, and local wastewater collection systems. Mr. Musser is dealing with all survey related items in the completion of the RWRP, including: survey control, street and topographic survey, mapping, coordination with the City and Planning Department, constriction staking, preparation of grade/tie-sheets, confirming final grades and elevations, and all related services to successfully complete the RWRP**.**
- **On-Call Survey and Map Checking Services,** *City of Calimesa, CA* - Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Survey and Map Checking Services,** *City of Hesperia, CA* - Mr. Musser provides on-call map checking services to the City of Hesperia. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **Upland Basin,** *City of Upland, CA* – Mr. Musser provided topographic design survey, aerial target placement, ALTA survey, Parcel Map preparation and construction staking for the 1300 acre-foot flood control and aquifer recharge basin project that included DSOD jurisdictional facilities, inlet and outlet facilities, and related work. The project included preparation of basin, street improvements, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environmental compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.



Prepared By:

TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507

EXHIBIT B

TKE ENGINEERING, INC.

RATE SCHEDULE
2024–2025

	HOURLY RATE
Principal in Charge	$155.00
Project Manager/Construction Manager/Licensed Surveyor	$150.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$145.00
Associate Engineer	$135.00
Assistant Engineer/Plan Checker/Designer	$130.00
AutoCAD Technician	$120.00
Engineering Technician	$100.00
Clerical	$ 85.00
Forensic Engineering	$195.00
Expert Witness Testimony	$330.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	$260.00

CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	$135.00
Construction Inspector (Prevailing Wage)	$125.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

Mission Springs Water District
On-Call General Engineering for FY24/25
Proposed Task Order Budget Request

Projects	FY22/23 Actual	FY23/24 Actual	FY24/25 Proposed Task Order Budget	Notes
02-General District Engineering Services	$ 57,095.00	$ 43,717.50	$ 20,000.00	On-going assistance to engineering department as directed by GM and Engineering Manager, including assistance with developing agreements and securing grant funding with the USACE, developing RFPs/RFQs, plan checking, preparing monthly Board reports, and biweekly CIP and Water Resource project progress meetings.
11-Integrated Regional Water Management Plan	$ 33,550.00	$ 23,530.00	$ 25,000.00	On-going CVRWMG project management, including attending monthly meetings, preparing quarterly progress reports for grant funded projects, assisting with grant applications and developing project charters for grants.
51-Mission Creek Subbasin	$ 22,750.00	$ 16,242.50	$ 17,500.00	On-going MCSB SGMA assistance, including attending quarterly general manager meetings, preparing quarterly hydrographs, and assisting with preparation of the SGMA annual report.
61-SGMA San Gorgonio Pass Subbasin	$ 1,745.00	$ 2,740.00	$ 3,500.00	On-going SGPSB SGMA assistance, including attending periodic GSA meetings, preparing quarterly hydrographs, and assisting with preparation of the SGMA annual report.
78-SNMP Planning and Workplan	$ 9,395.00	$ 14,915.00	$ 20,000.00	On-going SNMP Update assistance, including attending monthly Steering Committee meetings, Technical Advisory Committee meeting, reviewing and commenting on technical memoranda (three TMs expected in this FY), and coordination with the District's independent 3rd party technical reviewer.
83-Water/Wastewater Master Plan PM	$ 8,720.00	$ 22,145.00	$ 10,000.00	Project management assistance for completion of the final water and sewer master plans, including review and commenting on report chapters and CIP projects, and attending meetings as required.
87-TDS Impact Evaluation Workplan Project Management	$ 5,900.00	$ 7,642.50	$ -	Project completed FY24.
88-GQPP Area M-2 Design Project Management	$ 6,297.50	$ 9,145.00	$ 7,500.00	Project management assistance for obtaining SWRCB approval of bid package, coordination with AECOM to address any final comments, and bidding support services.
89-GQPP Area A and G Design Project Management	$ 17,140.00	$ 4,620.00	$ 5,000.00	Project management assistance including attending monthly design progress meetings and plan check of the 100% design package.
91-Supplemental Environmental Project	$ 14,350.00	$ 1,907.50	$ -	Project completed FY24.
93-Viento LS & FM Plan Check	$ -	$ 4,400.00	$ -	Project completed FY24.
94-Area M2 Waterline Replacement	$ -	$ 45,550.00	$ -	Project completed FY24.
95-Rancho Descanso Tract 38200 CM and Inspection	$ -	$ 44,010.00	$ 15,000.00	TKE has $75k in approved budget remaining for CM and inspection; however, with a majority of construction complete, work anticipated in FY25 includes inspection of setting valves, manholes, and meter boxes to final grade, pouring concrete rings, final punch list, and project closeout. As such, only $15k budget is anticipated.
96-Viento Development Project WSA-WSV	$ -	$ 17,630.00	$ 3,410.00	Draft report submitted in June; FY25 work includes addressing MSWD and developer comments of the draft report and preparing the Final report.
97-13th Ave, Thomas Ave, & Mission Lakes Blvd Watermain Repairs	$ -	$ 13,355.00	$ 23,545.00	Construction underway; Estimated completion in Fall 2024. TKE has a remaining budget of $23.5k which is expected to be used on FY25.
98-Area D3 Sewer Design Project Management	$ -	$ -	$ 7,500.00	Project management assistance including responding to data requests and RFIs, attending design progress meeting, and plan checking. Design scheduled for completion in Fall 2024.
99-Viento LS, FM, Water, and Sewer CM and Inspection	$ -	$ -	$ 175,300.00	TKE has an approved budget of $175k for CM and inspection. Construction is expected to start in August 2024 and be completed within FY25.
Totals:	**$ 176,942.50**	**$ 271,550.00**	**$ 333,255.00**	
		Total w/out Project #99:	**$ 157,955.00**	

EXHIBIT C

Term, Early Termination & Notice

On-Call Professional General Engineering Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (1) one year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between Mission Springs Water District and TKE Engineering, Inc. for On-Call Professional General Engineering 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 TKE Engineering, Inc.

OWNER

Attn: Eric Weck
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
eweck@mswd.org

CONSULTANT

Attn: Steve Ledbetter
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
sledbetter@tkeengineering.com

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

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 7 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **TKE Engineering, Inc.**
2305 Chicago Avenue
Riverside, CA 92507

DATE: _____

PROJECT DIR#: N/A

TITLE: **Area D-3 Water Line and Service Replacement Design Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Proposal and in accordance with Exhibit B – Rate Schedule as provided by TKE Engineering, Inc. and per Exhibit C – Term, Early Termination & Notice

Contract price $: Not to Exceed $55,000.00

Term: Three (3) months from the effective date above

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

Accepted:	Consultant:
Mission Springs Water District	TKE Engineering, Inc. (Business Name)
By: _____	By: _____
Brian E. Macy, PE	Steve Ledbetter
Title General Manager	Title Vice President
Other authorized representative(s):	Other authorized representative(s):
Eric Weck, Engineering Manager	
Amanda Lucas, Contracts Analyst	

Consultant agrees with the Mission Springs Water District that:

a. Consultant and District agree that District, its directors, officers, employees, and authorized volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Consultant or any subconsultant or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to District. Consultant acknowledges that District would not enter into this Agreement in the absence of the commitment of Consultant to indemnify and protect District as set forth herein.

b. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by District, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Consultant's obligation to defend, indemnify and hold harmless shall include any and all claims, suits, and proceedings in which Consultant (and/or Consultant's agents and/or employees) is alleged to be an employee of District. All obligations under this provision are to be paid by the Consultant as they are incurred by District.

c. Without affecting the rights of District under any provision of this Agreement or this Section, Consultant shall not be required to indemnify and hold harmless District as set forth above for liability attributable solely to the fault of District, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than $1,000,000 per claim and $2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.

e. Verification of Coverage – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Required Provisions –

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the

District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

j. Consultant hereby specifically represents and warrants to District that is possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.

k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term

of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.

q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.

aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

dd. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

ee. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the District. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by the District to the Consultant under this Agreement shall not exceed the contract price specified on Page 1.

1. Consultant shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the District, in writing.

2. Consultant shall submit to District, on or before the fifteenth (15^{th}) of each month, itemized invoices for the Services rendered in the previous month. The District shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. The District shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to District's:

    i. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
    ii. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
    iii. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the District determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, District shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly and give notice to Consultant of the adjustment.

3. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days after acceptance by Mission Springs Water District. Should the District dispute any portion of any invoice, District shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

ff. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Project Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.

gg. Consultant shall promptly advise the Project Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.

hh. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

TKE ENGINEERING, INC.

August 6, 2024

Mr. Eric Weck, P.E.
Engineering Manager
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Subject: Proposal to Provide Professional Engineering Services for the Area D3 Waterline Replacements Project

Dear Mr. Weck:

Thank you for the opportunity to submit a proposal to provide professional engineering services for the subject project. The District desires to retain a consultant to prepare plan and profile sheets for the replacement of backyard easement waterlines, including connections to the existing waterlines, along the following streets withing the Groundwater Quality Protection Program Area D3:

- Cactus Drive – from 12th Street to Palm Drive (~1950 LF)
- 12th Street – from Cactus Drive to Palm Drive (~1250 LF)
- San Juan Road – from Cactus Drive to Palm Drive (~1150 LF)
- San Marcus Road – from Cactus Drive to Palm Drive (~1000 LF)
- San Miguel Road – from 12th Street to San Juan Road (~400 LF)

The seven (7) proposed plan and profile sheets will utilize existing AutoCAD base files (including rights of way, parcel lines, topography, utilities, etc.) provided by others as part of sewer improvements efforts along the same streets. To complete the waterline replacement plan set, TKE will include a title sheet, note sheet, one (1) detail sheet, and one (1) connection detail sheet. Further, TKE will prepare specifications and engineer's estimates for bidding purposes. Lastly, TKE will provide project management and bidding assistance services, as well as prepare the final construction as-built drawings.

TKE will complete a 100% level plan, specification, and estimate package for MSWD review. Following, TKE will complete the final bid package. No other plan check or design reviews are included.

TKE's proposed project fee of $55,000 will include preparation of construction drawings which will include a title sheet, note sheet, seven (7) plan and profile sheets, and two detail sheets, for a total of 11 sheets. We will invoice the District monthly in accordance with the attached on-call rate schedule for FY24/25. Our invoice will not exceed the amount presented above without prior written approval.

TKE anticipates completing 100% design package within 8-weeks of receiving notice to proceed. Thereafter, TKE anticipates turning around the final bid package within 2-weeks of receiving District comments.

Again, thank you for the opportunity to submit our proposal to provide professional engineering services for the District. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



Steven W. Ledbetter, P.E.
Vice President
TKE Engineering, Inc.

Attachments: Rate Schedule

EXHIBIT B

TKE ENGINEERING, INC.

RATE SCHEDULE
2024–2025

	HOURLY RATE
Principal in Charge	$155.00
Project Manager/Construction Manager/Licensed Surveyor	$150.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$145.00
Associate Engineer	$135.00
Assistant Engineer/Plan Checker/Designer	$130.00
AutoCAD Technician	$120.00
Engineering Technician	$100.00
Clerical	$ 85.00
Forensic Engineering	$195.00
Expert Witness Testimony	$330.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	$260.00

CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	$135.00
Construction Inspector (Prevailing Wage)	$125.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

EXHIBIT C

Term, Early Termination & Notice

Area D-3 Water Line and Service Replacement Design Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (3) months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between Mission Springs Water District and TKE Engineering, Inc. for Area D-3 Water Line and Service Replacement Design 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 TKE Engineering, Inc.

OWNER

Attn: Eric Weck
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
eweck@mswd.org

CONSULTANT

Attn: Steve Ledbetter
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
sledbetter@tkeengineering.com

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETINGS**

MEETING DATE(S): **SEPTEMBER 12 & SEPTEMBER 16, 2024**

FROM: **ERIC WECK, P.E., ENGINEERING MANAGER**

FOR: ACTION _X__ DIRECTION ____ INFORMATION ____

AWARD OF CONTRACT TO TKE ENGINEERING FOR TEMPORARY STAFF AUGMENTATION

STAFF RECOMMENDATION

Authorize the General Manager to negotiate and execute a contract with TKE Engineering, Inc. for a not to exceed amount of $30,000.00 for engineering staff augmentation services.

SUMMARY

On August 14, 2024, MSWD issued a request for proposals to pre-qualified on-call engineering firms to provide engineering consulting services supporting the Engineering Department. TKE's proposal included services performed mostly from TKE's office but occasionally in-person 2 days a week, 8 hours a day for a period of 3 months with the option to extend the 3-month duration and/or increase the number of days per week. The Engineering Department requested support with project management, plan checking, and occasional site visits as MSWD fills two vacant positions (Engineering Tech and Office Specialist).

ANALYSIS

MSWD received one proposal from the pre-qualified on-call engineering firms for the above referenced services. Based on the negotiated scope of service, cost, and anticipated time to fill vacant positions, TKE was selected for an initial 3-month staff augmentation services role. Additional extensions may be considered and would require Board approval.

FINANCIAL DATA		
Cost Associated with this action:		$30,000
Current FY cost:		$30,000
Future FY cost:		$0
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:		N/A
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		Various
BID/Job#		Various
Current BID/Job balance		N/A
Balance remaining if approved:		N/A

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The $30,000.00 for engineering staff augmentation services has been included in the FY24/25 Operating Budget under various line items within the Water and Sewer Funds. This action is consistent with Strategic Plan Goal 3.2 - Control Costs and manage debt responsibly, by actively managing costs and operating within the approved budget.

ATTACHMENTS

TKE Letter Proposal for Engineering Consultant Services
Agreement for Professional Services

August 23, 2024

Mr. Eric Weck, P.E.
Engineering Manager
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Subject: Engineering Consultant Services Proposal

Dear Mr. Weck,

Thank you for the opportunity to submit a proposal to provide Engineering Consultant Services. TKE Engineering, Inc. (TKE) has been providing engineering consultant services to the District for over 15 years and is uniquely qualified to continue to assist the District in this role. Based on our understanding of the required scope of work, TKE is proposing Mr. Shelby Kelley, P.E. as Project Manager. Serving directly under myself as Principal-in-Charge, Mr. Kelley is well suited to fill the Project Manager role as an extension of the District's staff. With over 7-years experience and a TKE team member for over 3-years, Mr. Kelley has shown strong leadership and communication skills in developing water and sewer CIP projects for MSWD and other agencies. In particular, he had an integral role in the Well 22 Rehabilitation Design, Well 34 Rehabilitation Design, Regional Conveyance Line Design, and Construction Management of Well 42, Regional Water Reclamation Facility and Conveyance Line, and PODS Storage Water and Sewer Projects. Mr. Kelley is available to serve the requested term of 3 months, with an option to extend, should the need arise.

TKE's suggested scope of services includes overall project management, plan checking services, and conducting site visits on an as-needed basis.

SCOPE OF SERVICES

1. Overall Project Management

Mr. Kelley will represent MSWD in the role of Project Manager for Capital Improvement Projects and Development Projects as needed. He will regularly monitor project progress and correspond with engineers, developers, contractors, inspectors, city representatives and regulatory agencies, as needed, to ensure projects are progressing efficiently. Mr. Kelley will review and respond to requests for information and material submittals, and keep correspondence records and proper document management in accordance with MSWD standards.

2. Plan Check Services

Mr. Kelley will review design submittals for various projects to confirm proposed plans, specifications and reports are prepared in accordance with MSWD standards and requirements. He will submit comments and attend meetings, as required, to provide direction during the plan development process. TKE regularly utilizes BlueBeam for all digital plan checks.

He will also confirm the proposed project or improvements will integrate appropriately into MSWD's overall sewer conveyance and water distribution systems, as well as MSWDs overall master plans for future facility improvements.

3. Site Visits

Mr. Kelley will visit project sites, as needed or directed by MSWD staff, to assess and confirm project progress, and to address any concerns that may arise while work is being completed on-site. He can also provide inspections to support Engineering staff, if needed.

In accordance with the RFP, TKE estimates 16 total hours per week to provide the services described herein over the 12-week duration at $145 per hour for Mr. Kelley, with an estimated budget of $27,840. We will invoice the District monthly in accordance with our approved on-call engineering consultant services rate schedule. Our invoice will not exceed the amount presented above without prior written approval.

TKE has demonstrated our ability to meet MSWD's expectations in delivering CIP projects, and we will continue to provide valuable resources to the District.

TKE appreciates the District's trust in our ability to deliver the services described herein. We pledge that we will always strive to advance the interest of the District to the best of our ability.

Thank you for the opportunity to submit our proposal to provide engineering consultant services. If you have any questions, please contact me or Mr. Kelley, at (951) 680-0440.

Sincerely,

Steven W. Ledbetter, P.E.
Vice President
TKE ENGINEERING, 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 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **TKE Engineering, Inc.**
2305 Chicago Avenue
Riverside, CA 92507

DATE: July 1, 2024

PROJECT DIR#: N/A

TITLE: **On-Call Professional General Engineering Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Technical Proposal and in accordance with Exhibit B – Rate Schedule as provided by TKE Engineering, Inc. and per Exhibit C – Term, Early Termination & Notice

Contract price $: Not to Exceed $170,000.00

Term: One (1) year from the effective date above

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

Accepted:	Consultant:
Mission Springs Water District	TKE Engineering, Inc. (Business Name)
By:	By:
Brian E. Macy, PE	Steven Ledbetter
Title General Manager	Title Vice President
Other authorized representative(s):	Other authorized representative(s):
Eric Weck, Engineering Manager	Michael Thornton, President
Amanda Lucas, Contracts Analyst	

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. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.

e. **Verification of Coverage** – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property

damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Mission Springs Water District. The Mission Springs Water District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Member Water Agency.

Required Provisions:

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the

Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

j. Consultant hereby specifically represents and warrants to District that is possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.

k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.

q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive

from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.

aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

dd. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

ee. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Contract Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.

ff. Consultant shall promptly advise the Contract Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.

gg. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

REQUEST for PROPOSALS

ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES



for:

MISSION SPRINGS WATER DISTRCT
ENGINEERING AND OPERATIONS
Attn: Eric Weck
66575 Second Street
Desert Hot Springs, CA 92240

April 4, 2023
2:00 p.m.

Prepared by:

TKE ENGINEERING, INC.
2305 Chicago Avenue
Riverside, California 92507
(951) 680-0440

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Section G | Pricing (submitted separately)

Prepared for:

Mission Springs Water District
Engineering and Operations
66575 Second Street
Desert Hot Springs, CA 92240
Contact: Eric Weck
Phone: (760) 329-6448 ext. 122
E-mail: engineering@mswd.org

Prepared by:

TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
Contact: Steven W. Ledbetter, P.E.
Vice President
Phone: (951) 680-0440
E-mail: sledbetter@tkeengineering.com

TKE ENGINEERING, INC.

April 4, 2023

Mr. Erick Weck, P.E.
Engineering Manager
Mission Springs Water District
66575 2nd Street
Desert Hot Springs, CA 92240

Subject: On-Call Professional General Engineering Services

Dear Mr. Weck

Thank you for the opportunity to present this material outlining TKE Engineering, Inc.'s (TKE's) qualifications. Enclosed herein is a comprehensive proposal depicting our qualifications and abilities to provide turnkey professional general engineering services to Mission Springs Water District (MSWD) for as needed planning, design and construction of water and wastewater systems.

A. Consultant Identification - TKE, a California Corporation, is located less than 45 minutes from the MSWD service area at 2305 Chicago Avenue, Riverside, California 92507 and can be reached by phone at (951) 680-0440. TKE has a longstanding partnership with MSWD assisting with water resource management and capital project development and implementation. TKE currently provides the City of Highland, Hesperia, Fontana, Calimesa, Riverside County Flood Control and Water Conservation District and the San Bernardino Municipal Water Department, with on-call engineering services and is highly qualified to perform the services necessary for capital improvement project delivery. TKE is enthusiastic about the opportunity to continue to assist MSWD in improving the water and sewer system infrastructure and sustainable water resource management within the community.

TKE is committed to providing high quality, efficient services to meet all of the MSWD's needs. TKE's Project Manager will be in contact with MSWD staff biweekly to ensure that we are progressing on schedule and are within our allocated budget. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all projects on schedule.

B. Project Team – TKE is a full service, multi-disciplinary consulting firm, licensed in California and offering in-house delivery of planning, grant acquisition and administration, preliminary design, final design, topographic surveying, mapping, right-of-way engineering, legal and plat preparation, utility research, coordination and relocations services, bid assistance, construction management, inspection, plan checking, and construction staking services for wastewater systems, water systems, recycled water

2305 Chicago Ave - Riverside - CA - 92507
Ph. (951) 680-0440 - Fax (951) 680-0490
www.tkeengineering.com

systems, transportation, street widening, pavement rehabilitation, sidewalk, parking lots, traffic signal, striping, grading, storm drain, detention/retention basins, and park improvement projects. Our wide variety of services and expertise allows us to complete nearly all services in-house.

TKE's has developed an excellent working relationship with numerous subconsultants for geotechnical, structural and environmental services. TKE will work with MSWD on an as needed basis to bring on subconsultants in accordance with any DBE requirements set forth by each project's funding source. Our decades of experience working with numerous grant funding sources allows our team to seamlessly provide MSWD a full range of project services no matter what type of project is required.

Our experience in the region with MSWD, the Coachella Valley Association of Governments, City of Coachella, La Quinta, Highland, Hesperia, Fontana, Needles, Calimesa, Riverside County Flood Control and Water Conservation District, City of San Bernardino Municipal Water Department, Rancho California Water District, Rubidoux Community Services District, Western Municipal Water District, and West Valley Water District; numerous accomplishments, as well as management skills will help maintain continuity in the delivery of the MSWD's upcoming projects and makes TKE an excellent fit to continue providing services to MSWD. TKE takes a team approach to all projects and emphasizes the importance of constant communication between all members of the team, from the client to the consultants.

C. Addenda – TKE acknowledges receipt and incorporation of Addendum No. 1 dated March 21, 2023 related to the bid opening procedure.

D. Contact Person – Steven W. Ledbetter, P.E., TKE's Vice President, will be the contact person during the proposal evaluation period. Mr. Ledbetter works from TKE's only office location located at 2305 Chicago Avenue, Riverside, California 92507 and can be reached by phone at (951) 680-0440 or by email at sledbetter@tkeengineering.com.

E. Proposal Validity – TKE's proposal shall remain valid for a period of 120 days from the date of submittal.

F. Authorization – TKE's proposal is signed by a principal of the firm who is authorized to bind TKE to the terms of the proposal and the firm is comprised of civil engineers and land surveyors fully licensed by the State of California.

Thank you for your consideration. If you have any questions, please call me at (951) 680-0440 or e-mail me at sledbetter@tkeengineering.com.

Sincerely,



Steven W. Ledbetter, P.E.
Vice President
TKE Engineering, Inc.

SECTION 2 | STATEMENT OF UNDERSTANDING AND APPROACH

A. PROJECT UNDERSTANDING

The Mission Springs Water District (MSWD) desires to retain a professional consultant to assist MSWD Staff with providing On-Call General Engineering Services for a variety of both development and Capital Improvement Program (CIP) Projects. Anticipated projects may include, but are not limited to: utility installation for sewer and water pipelines and facilities, as well as water resource management. TKE is prepared to help MSWD achieve its mission in providing protecting, and preserving our most valuable resource – water!. To accomplish this advancement, we will perform on-call general engineering services of City-owned facilities under the following disciplines:

- Environmental Compliance Processing , Preliminary Engineering and Right-of-Way Engineering
- Permitting
- Grant Acquisition and Administration
- Preliminary and Final Design
- Pre-Construction Phase

TKE has provided numerous municipalities and agencies throughout Southern California with consulting design, surveying, plan checking, construction management and grant management services for every facet of Public Works. TKE proudly serves municipal agencies the following services on a routine basis. The following is a typical list of services provided by TKE Engineering, Inc.

GRANT WRITING / FUNDS MANAGEMENT

TKE's Grant Writing and Funds Management team enables our municipal and agency partners of any size to find potential funding sources and to prepare competitive funding applications. Additionally, after funds are awarded to a partner, TKE ensures compliance with state and federal funding requirements. In the past few years, TKE has obtained over $75 million in funding for our public works projects and transportation improvements.

Our grant writing services are enhanced by integration with engineering services to facilitate and integrate project design. This expedites project start up and completion and ensures compliance with funding requirements.

TKE has assisted clients secure funding from the following programs:

- Department of Water Resources – Proposition 84, 1, and 68 Grant Programs
- State Proposition 1E and 84 Flood Management Funding
- Department of Water Resources – Infrastructure Rehabilitation Grant
- Groundwater Grant Program
- State Water Resources Control Board – State Revolving Fund Program, Small Community Wastewater Program,
- SRTS and SR2S (Safe Routes to Schools)
- Active Transportation Program (ATP) Funding
- Highway Safety Improvements Program (HSIP) Funding
- Federal Transportation Funding thru Caltrans Local Assistance
- Community Development Block Grant (CDBG) Funding

TKE** is **prepared** to **help MSWD** achieve its **mission** in **providing, protecting, and preserving** our most **valuable resource** – **water!

PROJECT / PROGRAM MANAGEMENT

TKE has managed publicly funded design projects throughout our history. The breadth of experience and technical skill of our staff enable us to manage a wide variety of projects, ranging from major infrastructure to the restoration and rehabilitation of significant historical structures. We ensure that all work is completed in accordance with funding

contract specifications, terms, conditions, state and federal laws and regulations, and client policy.

Our management portfolio includes:

- Utilities Improvement Projects
- Facilities Improvement Projects
- Major Infrastructure Projects
- Reconstruction and Rehabilitation Projects
- Pavement Rehabilitation Projects
- Street Widening Projects
- Signing and Striping Projects

TRAFFIC SIGNAL PROJECTS CIVIL ENGINEERING

- Potable and Recycled Water Infrastructure Planning and Design
- Water System Reservoirs and Pumping Facilities
- Water and Wastewater Treatment Systems
- Sanitary Sewer Infrastructure Planning and Design
- Sanitary Sewer Gravity Main, Force Main, and Lift Stations
- Storm Drainage Infrastructure Planning and Design
- Capital Improvement Programs (CIPs)
- Retention / Detention Basins
- Storm Drain and Channels
- Floodplain Analysis and Mapping
- Hydrologic Studies / Hydraulic Design
- Storm Water Pollution Prevention Plans (SWPPP)
- Sediment and Erosion Control Facilities
- Hydromodification Studies / Water Quality Management Plans (WQMPs)
- Pavement Rehabilitation
- Pavement Management Systems
- Local Streets and Road Design
- Street Widening
- Grading Studies, Design and Earthwork Analysis
- Neighborhood Improvement Preservation
- Traffic Signal Design
- Traffic Studies and Warrant Analysis
- Traffic Impact Studies

SURVEYING, MAPPING, AND RIGHT-OF-WAY ENGINEERING

TKE provides Land Analysis services for many projects. Our Surveying and Mapping experts provide these services:

- Construction Layout/Staking
- Right-Of-Way Engineering
- Boundary Surveys
- Construction Surveys
- Design Surveys
- Legal Description Surveys
- Aerial Mapping
- A.L.T.A. Surveys
- Topographic Surveys
- Control Surveys
- Easement Surveys
- Transportation Improvements
- Land and Real Estate Evaluations
- Grade Separations
- Street Widening

PLAN CHECKING

TKE has provided numerous municipalities and agencies throughout Southern California with consulting services and staffing for every facet of Public Works including MSWD for the past 23 years. In addition, we have worked on multi-million dollar regional mega projects for a variety of government agencies. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified staff enables our clients to serve their community in a cost effective and efficient manner.

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for plan checking. TKE is fully capable of providing staff on a full-time, part-time, on-call or interim basis plan checker. Please refer to our project team presented below together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE has provided similar services to those requested here for a number of different agencies.

TKE understands that MSWD development and capital improvement standards were developed to meet the needs of that particular community. TKE has developed a thorough understanding of these standards together with the needs of the community. For each project that TKE is assigned, TKE will verify compliance with MSWD standards. Furthermore, with our extensive experience, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure.

COMMUNITY OUTREACH / PUBLIC RELATIONS

Depending on MSWD's needs, TKE's strategies are designed to reach, inform, and involve constituents and stakeholders of planning proposals, projects and programs. If requested, we can provide opportunities for interested parties to comments, enabling actionable analysis and results for feedback received. TKE's outreach methods result in building greater consensus and public buy-in. Services include the design, planning and execution of:

- Marketing campaigns
- Public information meetings / Groundbreaking ceremonies
- Project branding
- Project website design and construction
- Bilingual project collateral materials (brochures, presentation boards, etc.)
- Graphic design

SECTION 3 | APPROACH TO THE SCOPE OF WORK

A. PROJECT APPROACH

Whether the services required are planning, design, survey or construction related, successful project delivery is our goal. Our definition of successful project delivery is:

- Project completion that meets all project requirements and specifications through:
  - Programming
  - Site Planning
  - Preliminary Design
  - Program Verification
  - Design:
    - Schematic Design
    - Design Development
    - Construction Documents
    - Specifications
- Project Completion on Schedule
- Project Completion within Budget

Our goal is not limited to any one phase of a project only but includes the incorporation of value engineering and constructability review. Through the examination of specific design and construction alternatives, we will identify the most cost-effective project alternative that meets projects requirements and will provide for the greatest opportunity for expedited construction, which allows us to consistently deliver projects that use public resources in a very wise and responsible manner. We have developed this project approach in order to maintain an expertise in our core business of public works projects with tight budgetary constraints.

To achieve our goal, we approach our projects by first developing a project plan. Our project plan considers the major issues described below and development of project tasks (Scope of Services) to be performed by the design team, preparation of task budgets and preparation of a schedule to complete each task. Prior to beginning preparation of a project plan and Scope of Services, we would perform the following:

- Detailed Review of the Project
- Preliminary Research and Data Collection
- Client Inquiries
- Field Reconnaissance

IMPLEMENTATION PLAN

TKE's implementation plan includes the following key elements which we routinely provide for each of our projects:

> ***The TKE Team** is comprised of **experienced, self-motivated professionals** who will **quickly learn** and **adapt** to **MSWD's Capital Project Delivery Process.***

PROJECT MANAGEMENT

TKE provides effective project management services to a variety of clients. We have successfully delivered extensive and highly visible water, wastewater, street improvement, traffic improvement, drainage improvement, water, wastewater and facility improvement projects for the County of San Bernardino and Riverside, Coachella Valley Association of Governments, Cities of Coachella, La Quinta, Needles, Banning, Calimesa, Moreno Valley, Chino, Glendora, El Monte, South El Monte, Corona, Highland, Hesperia, Colton, Upland, Fontana, Yucaipa, Rialto, Redlands, Wildomar, Lake Elsinore, and Riverside; and for the Municipal Agencies San Bernardino Municipal Water Department, Rubidoux Community Services District, , East Valley Water District, Three Valleys Municipal Water District, Monte Vista Water District, Rancho California Water District, and Maywood Mutual Water Company. TKE's approach has consistently allowed our partner agencies to fulfill their missions of delivering the best value for the public's investment.

TKE's management approach includes:

MONTHLY PROGRESS REPORTS

TKE documents project progress for all projects assigned to TKE by a comprehensive project management summary. The summary includes

project name and related number, description of progress, budget status, schedule compliance, and anticipated upcoming accomplishments.

COMMUNICATION

Communications with MSWD staff is another important component to effective project management. In addition to the monthly progress reports, TKE meets with clients as needed to ensure the projects are proceeding as anticipated. We document each discussion or meeting with notes and electronically mail them to the project team within three days of the meeting / conference indicating action items and a schedule for completion of these items.

RECORD KEEPING

TKE keeps records in an organized filing system both in hard copy and electronic forms. This organized filing system allows TKE to access records immediately should they be needed.

MEETINGS

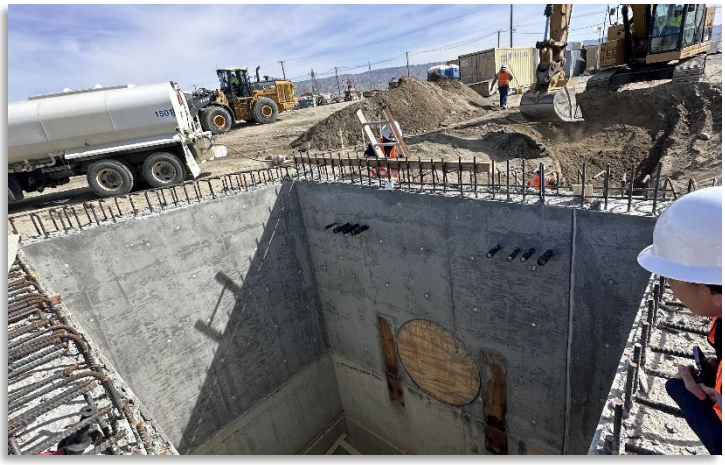
TKE meets with project stakeholders as needed including the public, permitting agencies, utilities, etc. We meet with them at the project's onset and throughout the course of project development to ensure all stakeholder project needs are considered in the project design. All meeting preparation (City/Board Staff Reports, agendas, exhibits, slide shows, etc.) will be prepared by TKE for each meeting. Again, meetings will be documented. TKE has provided numerous similar presentations to Councils/Boards (closed sessions, council meetings, community meetings, etc.).

TEAM MEETINGS

Team meetings include all parties that have any interest in the project development. In particular, the MSWD's Engineering Department and design consultants will be close working partners with TKE in project development and environmental compliance for capital projects. TKE will function as an extension of MSWD staff in meeting and coordinating with design consultants, while ensuring accurate minutes are kept for all pertinent meetings to ensure critical design decisions are memorialized and adhered to throughout the design and/or construction process.

CIP PROJECT MANAGEMENT

Project management will be an essential element in all types of project delivery. Effective communications will lead to effective management. Management will include weekly reviews of project budget and schedules and regular meetings with all project shareholders.



Mission Springs Water District | Regional Water Reclamation Program Management

For all projects, the most important aspect of management will be to ensure that MSWD's interests are protected to the maximum extent possible and project schedules are met. TKE will ensure that public funds and impact fees are used for the benefit of the community. Any deviation from standards and requirements will be referred to the Engineering Manager, and TKE will implement direction given by MSWD. Maintaining excellent communications will prevent any project processing misunderstandings and will avoid project delays. TKE management techniques always result in efficient project delivery.

Managing other consultants is another area that TKE excels. Due to our extensive variety of project experience, specifically in these types of roles, TKE has a vast amount of knowledge with all public works improvement projects and operating as owner representative. With this understanding, TKE is able to manage others and avoid any costly project changed conditions and delays.

REGULATORY, SUBDIVISION MAP ACT AND CITY STANDARDS COMPLIANCE

Another primary function of TKE staff is to verify compliance with aspects of federal, state, and local

laws as well as the subdivision map act and City standards. TKE is already well versed with federal, state and local development law and the map act requirements. Further, TKE will familiarize ourselves with City standards verifying that all construction related to engineering components, are constructed in accordance with these requirements and standards.

FEDERAL / STATE FUNDING COMPLIANCE

TKE will verify that all construction activities, records management and processing are completed in accordance with project requirements including Caltrans Construction Manual and Federal / State requirements. TKE is already working closely with Caltrans Local Assistance on numerous other projects and is very familiar with funding requirements ensuring that MSWD's projects will be delivered efficiently. TKE also has current experience with Caltrans District 8 preparing requests for authorization to proceed to construction, programming change requests, and variance to finance letter requests to conform to actual bid amounts. In addition, TKE has experience in performing grant administration with the State Water Board and Department of Water Resources (both directly and via the Mojave Integrated Regional Water Management Group).

FINANCE AND ADMINISTRATION

TKE is familiar with a number of funding sources for capital improvement projects. TKE has prepared numerous applications and administered these funds for a number of agencies. TKE has extensive experience with Federal and State funded projects including:

- Highway Safety Improvement Program (HSIP)
- Transportation Enhancement Program (TE)
- Congestion Management & Air Quality (CMAQ)
- Safe Routes to School (SRTS)
- Community Development Block Grant (CDBG)
- U.S. EPA Clean Water Grant
- U.S. Army Corp Environmental Infrastructure
- U.S. HUD Community Development Block Grants
- Active Transportation Program (ATP)
  - Safe Routes to School (SR2S)
- Road Repair and Accountability Act of 2017 (SB1)
  - Local Partnership Program (LPP)
  - Local Planning Grants
  - Local Street and Road Maintenance and Rehabilitation
- Mobile Source Reduction Committee (MSRC)
- TDA Article 3
- Rubberized Asphalt Concrete (RAC)
- CA EPA Clean Water SRF
- Proposition 1 and 68
  - Drinking Water SRF
  - Clean Water SRF
  - Storm Water Grant Program
  - Integrated Regional Watershed Management Program
  - Flood Management Program

We will apply this knowledge to process current projects and continue to work with City staff to match funding streams with proposed capital improvement projects.

ENVIRONMENTAL COMPLIANCE

Environmental permitting for projects within the CIP may be complex and involve coordination with multiple jurisdictional agencies, in addition to the normal CEQA analysis and determination. Our preliminary review of the CIP indicates that many projects projected will qualify for a categorical exemption. Notwithstanding, TKE has experience in successfully managing Initial Studies, Mitigated Negative Declarations, and Environmental Impact Reports. Other projects may require some additional environmental permit requirements including Clean Water Act (CWA) Section 404 permits from the United States Army Corps of Engineers, CWA Section 401 or Lake and Streambed Alteration permits from the Regional Water Quality Control Board, Section 1602 Permits

from the California Department of Fish and Wildlife, and potential US ESA Section 7 permitting from the United States Fish and Wildlife Service. TKE has experience in the acquisition of each of these different permit types and will provide excellent management and oversight to ensure environmental compliance permitting is implemented.

PROJECT BUDGETS AND SCHEDULING

TKE has extensive experience in monitoring budgets and evaluating project / construction schedules to ensure delivery of projects that are within budget and on-schedule. The evaluation of the budget and schedule will consist of comparing historical design / construction phase costs and time frames, best practices, agency and manufacturer recommendations, budget and scheduling requirements against the approved contracts. The review of this will take into considerations input from Subject Matter Experts (SME), stakeholders, project plans / specifications, the risk register, and the approved budget and schedule.

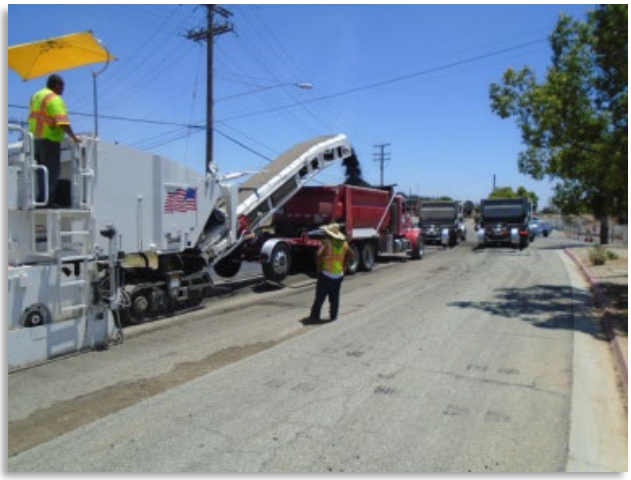
The main reason for the evaluation of the budgets and schedule is to ensure that resources, equipment, materials, and staff (personnel, contractors, and inspectors) are available when needed and projects delivery meets MSWD's requirements. The availability of personnel, alternate priorities, multiple levels of approval, unfamiliarity with the project, internal / external politics, and numerous other factors can impact both the project budget and schedule. TKE has the experience to oversee the project budget scheduling with consultants and contractors to identify potential cost or time overruns and apply corrective action to mitigate any potential impacts.

CONSTRUCTION MANAGEMENT

Construction management is an essential element in project delivery. Effective communications will lead to effective management.

For construction projects, project requirements, project schedule compliance and budget tracking will be important. Project requirements will be assessed by TKE staff and presented to City's management staff. Upon receipt of direction from City staff, TKE staff will be responsible to verify that construction is completed in compliance with those project requirements. TKE's effective construction management techniques will ensure that compliance will occur.

As noted above, maintaining the project schedule will be one of the most important tasks. Further, maintaining excellent communications will prevent any project processing misunderstandings and will avoid project delays. TKE's developed management techniques have resulted in efficient project delivery throughout our 22 year history.



City of Calimesa | Citywide Pavement Rehabilitation

STRICT CONSTRUCTION COMPLIANCE

In order to ensure cost controls and maintain project budgets, it is imperative that City employ an experienced construction management and inspection team. Our construction management and inspection team has consistently delivered projects on-time and within budget by maintaining an active dialogue and hands on approach with the project contractor, while ensuring that all construction is consistent with the bid plans and specifications. We are familiar with applicable standards and specifications, including but not limited to numerous San Bernardino County Cities, County of San Bernardino, CalTrans, and Greenbook.

INSPECTION

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for inspection services. All of TKE's inspectors have a background within design and construction, enabling TKE to provide well

rounded inspectors capable of understanding the requirements to construct a project and who are capable of identifying potential change orders and design deficiencies before they occur. TKE is fully capable of providing staff on a full-time, part-time, on-call or interim project basis. Please refer to our project team, together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE has provided similar services to those requested here for a number of different agencies. TKE understands that each jurisdiction has its own development and capital improvement standards that were developed to meet the needs of that particular community. TKE has a thorough understanding of these standards together with the needs of the community needs. For each project that TKE is assigned, TKE will verify compliance with all applicable standards. Furthermore, with our extensive experience in other jurisdictions, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure. Our inspection portfolio includes:

- Daily review and documentation of construction activities (daily reports and digital photo of significant issues and milestones)
- Monitor Contractor's daily labor force for compliance with state & federal labor laws.
- Field verification of traffic control procedures and consistency with approved Traffic Control Plan
- Coordinate with agencies and different stakeholders to ensure smooth progress of construction activities
- Monitor project schedule
- Verify quantities and assuring quality control
- Field observations of construction activities
- Maintain complete and accurate project records compliant with Caltrans manual
- Review and recommend approval / disapproval of monthly progress pay estimates
- Verify NPDES and SWPPP compliance
- Prepare weekly statement of working days
- Review RFI's, change orders and progress payments
- Coordinate punch list and as-built plans
- Ensure that materials and completed work comply with plans specifications and design criteria
- Implement security procedures
- Issue notices for safety concerns and violations
- Coordinate with survey, material testing and other construction consultants
- Review and ensure compliance with control documents, submittals, RFI's, change orders, and work change directives
- Compliance with Caltrans encroachment permit requirements, if required
- Preparation of punch list
- Coordinate project closeouts activities which include staff report, Notice of Completion, release of retention, warranty walk, and archiving documents.

DISPUTE RESOLUTION

TKE's construction managers are highly skilled with and have provided dispute resolution on a number of past projects. The keys to avoiding potential costly and time-consuming disputes are knowledge, communication and organization. Our construction managers pride themselves on thorough research and review of the project plans and specifications and existing knowledge and understanding of Caltrans, Greenbook and other standard plans and specifications. Their effective communications skills ensure that all stakeholders are constantly advised of project progress and requirements. Their proactive organizational program effectively manages the construction schedule, documents action items with required

follow-up and continuous schedule reviews and anticipate needs for future action items. Our project manager's 'can do' approach to all project issues nearly always results in resolution. They are non-combative with all project stakeholders, maintaining professional working relationships with each stakeholder regardless of conflict. Their perseverance and vast knowledge and experience of issues will resolve challenges while protecting City's and local jurisdictional agencies interests.

CONFLICT RESOLUTION

One of TKE's greatest strengths is conflict resolution. Through our history, not one of TKE's projects has resulted in litigation. We use a proactive approach to conflict resolution that includes continuous communications, development of alternative proposals and reason. Our not-confronting project and construction management approach has proven success.

PUBLIC RELATIONS

TKE's Construction Manager and Inspector are experienced with public relations associated with construction projects. TKE performs initial site visits to all potentially affected properties to discuss the upcoming project and any potential concerns the property owner and/or tenant may have. TKE identifies improvements that will benefit the property owners to help them understand the importance of project construction. Our approach builds a project coalition with the property owners and tenants which reduces public complaints at City Council meetings and provides a sense of ownership with the project. TKE's Inspector also performs routine visits during construction to check on the property owners concerns and to see if there are any issues that need to be mitigated.

CITY STAFF REQUIREMENTS

For all projects, TKE will require MSWD to provide records of existing improvement drawings and copies of any centerline ties and benchmarks during the records research phase. In addition, MSWD will also be required to provide final direction on alternatives, critical design options, and plan check comments at all pertinent phases of design. TKE is familiar with MSWD's GIS system, the resources it provides, and using it as a tool to relieve burdensome requests to City staff. Further, TKE has been working with MSWD for over 10 years and has developed a vast understanding of MSWD's needs and maintained a database of records that will be used to support CIP delivery.

TKE Engineering, Inc. | AT A GLANCE

City/District Engineer
TKE is the City District Engineer in 10 Cities/Districts

Staff Augmentation
TKE currently provides Staff Augmentation in 10 Cities / Counties / Districts

Municipal On-Call Contracts
TKE currently provides Civil Engineering Design, Project Support, and Survey services for more than 30 Cities / Counties / Districts throughout Southern California

Size of Organization
43 Professional Engineers, Project Managers, Surveyors, Plan Checkers, Inspectors, Designers, Construction Managers, and Support Staff

Location of Office
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

Years in Business
TKE has conducted business for the past 23 years and has 23 years of experience in providing street widening and design services for municipal client projects

Company Structure
TKE is a California Corporation founded in June 2000. TKE has no affiliates or subsidiary companies. California Business License Number: 00109901
TKE DIR No. 1000413173

Firm Owners
Michael P. Thornton, P.E., P.L.S., M.S. – President
Terry Renner, P.E., Q.S.D. – Senior Vice President
Steven W. Ledbetter, P.E. Vice President

Mission Spring Water District Point of Contact
Steven Ledbetter, P.E.
Vice President
2305 Chicago Avenue
Riverside, CA 92507
Phone: (951) 680-0440
Email: sledbetter@tkeengineering.com

SECTION C | CONSULTANT INFORMATION

1. FIRM BACKGROUND

TKE Engineering, Inc. (TKE), a California Corporation, was established in 2000, and in the last 23 years has developed into one of Southern California's premier full-service consulting engineering, surveying and construction management firms. TKE was established with the goal of providing turnkey services for municipal projects in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work. We are a highly motivated, dynamic firm with the goal of being your preferred consultant. TKE has been providing design and survey services to municipalities for street improvement projects for the past 23 years.

TKE provides turnkey design and survey services to numerous municipalities throughout Riverside, San Bernardino, and Los Angeles Counties. TKE routinely provides the following municipal services: Project Development, CIP Design, Surveying, Traffic Engineering, Project Management, Plan and Map Checking, Program Management, construction management, inspection, Utility Company Coordination and Management, Public Outreach, Grant Funding, CDBG, HUD and Federally/State Funded Project Management, and Construction Surveying services. Our wide range of services and history with Mission Springs Water District (MSWD) provides our team with an intimate knowledge and experience of the common pitfalls associated with each project variation and our past history of successfully overcoming these challenges. This allows our team to provide quick and efficient decisions to be made related to design, which helps to reduce the potential for delays and keeps the project on schedule.

TKE is currently providing On-Call general engineering services as well as construction management and inspection services on the RWRF treatment plant and sewer project. We are committed to providing high quality, comprehensive services to meet all of MSWD's needs. TKE's Project Manager will be in contact with MSWD staff and our subconsultants weekly to ensure that the project is progressing on

schedule and within the allocated budget. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel are highly trained and active to keeping the design on schedule and the project within budget using our superior communication and management skills.
Our experience with MSWD and in the low desert region, water and waste water expertise, communication skills, numerous accomplishments, as well as management skills, will help maintain continuity in the delivery of MSWD's capital project. TKE takes a team approach to all projects and emphasizes the importance of constant communication between all members of the team, from the client to the contractor and other consultants.

LEGAL AND FINANCIAL CONDITION

TKE's organizational structure has steadily grown since our inception 23 years ago, which provides us with a solid foundation and ensures successful completion of this project. In TKE's 23 years of business, not a single TKE project has gone through litigation. TKE has an annual gross revenue of more than $10 million and there are no financial conditions that may impede TKE's ability to provide services, or complete any projects as outlined in the RFP and Professional Services Agreement. No conditions or organizational conflicts of interest exist that will affect the ability of TKE to perform the required duties as described in this proposal.

Michael P. Thornton, P.E., P.L.S., M.S. – Principal in Charge

Education
Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering

Masters of Science – California State University, Long Beach, Civil Engineering

Experience
34 Years

Credentials
California Professional Civil Engineer #44226

California Professional Land Surveyor #6867

Mr. Michael P. Thornton, President, will ultimately be responsible for all services provided by TKE.

Mr. Thornton has over 34 years of experience as a civil engineer. He has worked on a variety of public works engineering projects including water system improvements, wastewater system improvements, and recycled water system improvements, street improvements, park improvements, bike trail improvements and drainage improvements, projects. Mr. Thornton has been responsible for all project aspects including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for these same projects.

In addition to project related experience, Mr. Thornton has provided consulting engineering services to various communities as its City/District Engineer. City/District Engineering duties include, public staff management, land development processing, CIP development, including budgets and funding sources, regulatory agency coordination and permitting, public presentations, CEQA compliance processing, and responses to public inquiries.

Steven W. Ledbetter, P.E. – Project Manager

Education
Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering (Environmental)

Experience
19 Years

Credentials
California Professional Civil Engineer #84044

Mr. Ledbetter has over 19 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that a quality product which meets specifications is delivered on schedule. He has a well-rounded background with experience in preparation and analysis of street and utility improvement plans and specifications, potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water supply planning including feasibility studies, urban water management plans, water supply assessments, and verifications; storm water compliance reporting including water quality management plans and, storm water pollution prevention plans, permitting and grant writing for various State and Federal agencies.

Mr. Ledbetter has provided On-Call services listed herein to MSWD directly over the last 4-years and indirectly over the last 10 years. He has significant knowledge of MSWD and the Coachella Valley

Mr. Ledbetter's greatest attribute is his ability to deliver projects and his vast experience ensures success again and again. He also understands the importance of working as a team member. Mr. Ledbetter understands that he will be given direction from MSWD staff and fully understands the need to maintain proper protocol while providing services. He further understands that his role will be to implement a design that meets the needs of the MSWD while maintaining the project budget.

Terry M. Renner, P.E., Q.S.D. – Project Manager

Education
Bachelor of Science – California State Polytechnic University, Pomona, Civil Engineering

Experience
20 Years

Credentials
California Professional Civil Engineer #69984

California Qualified SWPPP Developer #24329

Arizona Professional Civil Engineer #55194

Mr. Terry Renner will be responsible for all day to day management of the services provided by TKE.

Mr. Renner has over 20 years of project and construction management experience for all types of public works,

civil engineering, and surveying projects. He has extensive experience in the design and construction of public works improvement projects, including water systems, recycled water systems, street widening, pavement rehabilitation, traffic signal, drainage systems, sewer systems, ADA enhancements, and pedestrian enhancement improvements projects.

As a project manager, Mr. Renner has been responsible for design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

Ronald A. Musser, P.L.S. – Senior Surveyor

Education
Riverside Community College

Experience
52 Years

Credentials
California Professional Land Surveyor #4230

Mr. Musser has over 52 years of experience in performing field and office surveying and plan checking services for public and private projects including water, wastewater, recycled water, drainage, roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 13 years. In addition, he has prepared records of survey, parcel maps, tract maps, lot line adjustments, right-of-way acquisition, easement acquisition, and lot mergers in San Bernardino County, Riverside County, Los Angeles County, Orange County, and San Diego County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides on-call survey and map checking services to the City's of Upland, Hesperia, Wildomar, Azusa, Pico Rivera, Highland, and Calimesa.

*Resumes for key personnel may be found as an attachment at the end of this proposal.

ADDITIONAL RESOURCES

TKE may engage sub-consultants to aid in completing the proposed scope of work. TKE has a long history of successfully partnering with the sub-consultants presented below to deliver capital projects:

LOR Geotechnical Group, Inc.

LOR is a multi-disciplinary geotechnical, engineering, and consulting firm providing sound solutions and innovative strategies in the geotechnical, geologic, environmental, and construction inspection fields for their clients since 1988.

LOR has a multi-disciplinary staff of highly qualified and experienced licensed professionals who hold registrations in the State of California. LOR's principals are directly involved in the implementation and completion of its professional services. All of the field and laboratory personnel that will work on MSWD projects have been employed by the firm for over 10-years. Their engineers, geologists, and technical support personnel are committed to serving MSWD with personal, timely, and technically superior service. We believe that you will find our understanding of our duties for this contract to be unsurpassed and our individual and combined experience will assure you that we will deliver what is expected. LOR should have the ability to provide the anticipated geotechnical engineering and materials testing services in-house, without the use of subcontractors.

LOR provides a comprehensive organization of qualified personnel to support the technical need of MSWD's projects. LOR is Small Business Certified. Their laboratory is currently approved by the California Department of Transportation (Caltrans). Our field and laboratory personnel are Caltrans, International Code Council (ICC), American Concrete Institute (ACI), and American Construction Institute Association (ACIA) certified. Our organizational chart and resumes of the key personnel are also provided within this proposal.

Over the past five years they have provided on-call geotechnical testing and inspection services to the following Public Works and Capital Projects Departments: City of Big Bear Lake, Indio, Moreno Valley, Perris, Riverside, Santa Monica, Yucaipa, and we have also provided our services to the Counties of Riverside and San Bernardino.

A thorough understanding of site conditions is crucial to the success of any project. LOR has implemented a

Quality Assurance Program (QAP) that has aided in this firm's quality of work and minimizing the errors as much possible throughout our long history. In the event an error may occur, our clients will be notified immediately and a plan to fix the error will be determined immediately to minimize the impact to the project. In their history LOR has provided a similar scope of services for numerous agencies.

For their Preliminary Geotechnical Investigation Reports they have experienced engineers and geologists that use proven site investigation techniques to accurately characterize the surface and subsurface environment. State of the art equipment is used to explore and sample the soil, rock, and groundwater conditions. In-place soil testing is performed in order to accurately evaluate the site conditions. Their fully equipped laboratory provides proven testing methods to evaluate the mechanical properties of the soil. All laboratory and field data are processed through computerized geotechnical integration programs.

Their geotechnical engineers evaluate the proposed projects with respect to the site conditions and provide recommendations to optimize project development. Recommendations are provided to guide site selection and preparation, foundation design, pavement design, slope construction, erosion control, and general site grading.

LOR has provided geotechnical engineering services for over three thousand projects within southern California, many of which lie within the Coachella Valley. Among the types of geotechnical engineering services provided are: pavement rehabilitation design including complete removal and replacement, inlay/overlay, pulverization, asphalt recycling, subgrade stabilization, specialized design to minimize section thickness without minimizing the integrity of the section, slope stability analysis, liquefaction analysis, pipeline excavation and construction design, and best management practice storm water infiltration testing and design.

Tom Dodson and Associates

TDA incorporated in 1983, is an environmental consulting and regulatory compliance firm. Tom Dodson (President) is involved in day-to-day operation of the firm and is also involved in each project undertaken by TDA. This approach provides the company owner with knowledge and input into each project, thus ensuring that each project receives the firm's high standard for product quality.

A common theme of all TDA projects is compliance with environmental requirements while meeting project schedules. TDA works with clients to meet schedules and identify reasonable and ethical environmental requirements. For every project, TDA has found there is a mutually acceptable balance between development goals and the need to protect the environment. TDA strives to define this balance for clients and regulators and present workable solutions that both parties can accept as the basis for implementation of projects. With over 40 years of collective experience in environmental problem-solving, TDA has been remarkably successful in meeting client and environmental objectives.

TDA is capable of providing a full range of environmental and regulatory compliance services. This includes an in-house biological staff capable of providing biological resources evaluations, as well as, revegetation and habitat restoration capabilities. TDA professionals bring more than 40 years of environmental and regulatory compliance experience to each assignment. TDA conducts environmental and regulatory compliance work for more than 100 firms and agencies with a single goal which is to make each project succeed for both the client and the environment.

TDA has provided planning and environmental consulting services for various water, hazardous waste management, biological evaluations, and base reuse projects. TDA has also prepared the environmental compliance documents needed for such projects. These documents have ranged from Initial Studies and Negative Declarations to full Environmental Impact Reports (EIRs) that meet California Environmental Quality Act (CEQA) requirements. In addition, TDA has prepared environmental documents for projects on federal land that meet the requirements of the National Environmental Policy Act (NEPA).

Over the years TDA has worked with MSWD on numerous water and wastewater projects. Work performed was for CEQA and State Water Board State Revolving Fund (SRF) projects. The most notable recent project with MSWD was for the "West valley Water Reclamation Facility" TDA worked with both TKE and MSWD to publish an Initial Study and Environmental Impact Report (IS/EIR). The IS/EIR was approved by the MSWD Board and TKE submitted it as a CEQA Plus

package to the State Water Board for an SRF loan to fund the proposed reclamation facility.

\JCA Engineering, Inc.

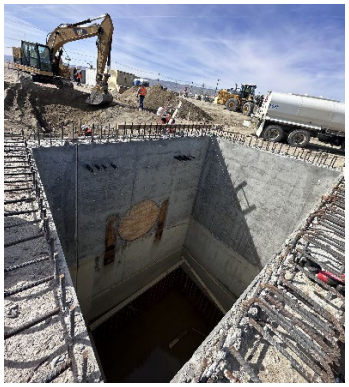
JCA Engineering (JCA) has been dedicated to providing state of the art electrical engineering services. Mr. James Corns, Principal Engineer, offers more than 20 years of experience. Projects successfully completed within the last year, including efficient public works facilities, represent total construction values exceeding $40 million.

SECTION 4 | EXPERIENCE

A. EXPERIENCE IN PERFORMING SIMILAR WORK

TKE takes pride in our reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all CIP Projects. It is our standard to demonstrate proactive leadership and implement effective planning and management practices. As MSWD's qualified professional consultant, our team will adopt MSWD's Project Delivery Process and ensure best practices are being implemented for timely project delivery completed within budget. As MSWD's reliable service provider, we will strategically apply lessons learned from our collective years of experience to deliver quality services.

This section showcases TKE's depth and breadth of resources, which will be led by our team of expert key personnel. The following project examples showcase our team's experience in performing work of a similar nature to the scope provided in the RFP. This experience highlights our ability to effectively manage and coordinate the services requested.



REGIONAL WATER RECLAMATION PROGRAM MANAGEMENT

Mission Springs Water District, City of Desert Hot Springs, CA

Client Contact: Mr. Arden Wallum
Mission Springs Water District
Phone Number: (760) 329-5169
Email: awallum@mswd.org
Project Cost: $68,000,000
Completion Date: On-Going

DESCRIPTION

Mission Springs Water District (MSWD) retained TKE to prepare a preliminary engineering analysis that evaluated expanding an existing WWTP or building a new regional WWTP. Ultimately, MSWD selected to proceed with a new regional WWTP, the Regional Water Reclamation Facility (RWRF). Thereafter, TKE was retained to be the program manager for the for the development of the RWRF and associated projects. As program manager, TKE is responsible for coordinating the design, hydrogeological analysis, environmental compliance processing, and construction of the RWRF, a new Regional Conveyance Trunk Sewer to deliver wastewater to the RWRF, and the M-2 Collection System to connect 695 parcels to the sewer system for treatment by the RWRF. In addition, TKE is in charge of grant funding and permit acquisition. In 2022, TKE secured $68 million in grant funding for the project. The project includes coordination with the State Water Resource Control Board, Regional Water Quality Control Board, Air Quality Management District, other agencies, and other consultants.

SERVICES

Services include preliminary engineering, benefit-cost analysis, project planning and scoping, Board report preparation and presentations, prepare grant funding applications and management, preparation of wastewater flow projection report, technical report and design review, prepare RFPs, environmental compliance services, prepare right-of-way acquisition documents, provided program/project management, regulatory and stakeholder meetings and presentations, perform construction management and inspection.

KEY STAFF

Steven Ledbetter, PE
Terry Renner, PE, LS, QSD
Shelby Kelley, EIT
Ron Musser, PLS

RELEVANCE TO MSWD

* *Management of the Program from Inception to Date*
* *Program Sequencing*
* *Value Engineering*
* *Managing CEQA Compliance*
* *Managing Permitting*
* *Coordination with City, County, RWQCB, and State Water Board*
* *SRF and Grant Acquisition and Administration*



REGIONAL CONVEYANCE FORCE MAIN AND TRUNK SEWER

Mission Springs Water District, Desert Hot Springs, CA

Client Contact:	Mr. Arden Wallum Mission Springs Water District
Phone Number:	(760) 329-5169
Email:	awallum@mswd.org
Project Cost:	$9,000,000
Completion Date:	On-Going

DESCRIPTION

Mission Springs Water District (MSWD) retained TKE to conduct a preliminary engineering analysis that evaluated potential service areas, trunk sewer/force main alignments, wastewater flow rates, lift station capacity analysis, and other preliminary design criteria needed to identify the preferred alignment of the Regional Conveyance Force Main and Trunk Sewer and potential flow diversions to the Regional Water Reclamation Facility (RWRF). TKE is also responsible for final design and contract documents for approximately 3 miles of the preferred Regional Conveyance Force Main and Trunk Sewer alignment from the intersection of Dillon Road and Avenida Manzana to the RWRF. The project includes environmental compliance and geotechnical investigation, along with coordination with developers, other agencies, Regional Water Quality Control Board, and other consultants.

SERVICES

Services include Preliminary Engineering, Opinion of Probable Cost, Planning System Alternatives, Sewer Hydraulic Modeling Analysis, Design, Topographic Surveying, and Preparation of Plans, Specifications, and Estimates, Construction Management, Inspection and Construction Staking.

KEY STAFF

Terry Renner, PE, LS, QSD

Steven Ledbetter, PE

Octavio Parada

Shelby Kelly, EIT

Ron Musser, PLS

RELEVANCE TO MSWD

- *MSWD Construction Management and Inspection Experience*
- *Sewer Design*
- *Project Sequencing*
- *Managing CEQA Compliance*
- *RCTD Permitting*
- *Coordination with City, County, RWQCB, and State Water Board*



RECYCLED WATER PIPELINE

City of Hesperia, CA

Client Contact: Mr. Nils Bentsen
Phone Number: (760) 947-1025
Email: nbentsen@cityofhesperia.us
Project Cost: $16M
Completion Date: December 2018

DESCRIPTION

TKE prepared engineering construction documents for the City of Hesperia for construction of 8 miles of recycled water pipelines ranging for 16" to 8" in diameter including, plan and profiles, specifications, cost estimates, and DWR funding management. In addition, TKE is providing construction assistance services, grant funding management and inspection for pipeline construction.

SERVICES

Services include records research, planning, system modeling, hydraulic analysis, hydraulic modeling, report and cost estimate preparation, construction document preparation, utility coordination, right-of-way acquisition, cost estimation, construction assistance, inspection and grant fund management assistance.

KEY STAFF

Terry Renner, PE, QSD
Octavio Parada
Ron Musser, PLS

RELEVANCE TO MSWD

- *Recycled Water Design*
- *Utility Relocation/Coordination*
- *Design/Construction Surveying*
- *Railroad Permitting*
- *SCE Permitting*
- *Right-of-Way Engineering*
- *Easement Acquisition/Property Owner Coordination*



CALIMESA CREEK BASIN AND STORM DRAIN

City of Calimesa, CA

Client Contact: Ms. Bonnie Johnson
Phone Number: (909) 795-9801
Email: Bjohnson@cityofcalimesa.net
Project Cost: $7.3M
Completion Date: November 2022

DESCRIPTION

The Calimesa Creek Storm Drain Improvements Project is located in the Cities of Calimesa and Yucaipa south of County Line Road between the Interstate 10 Freeway and 5th Street. The project includes the design of 2,000 linear feet of 96" storm drain pipe and open channel improvements and includes design of a 53 Acre-Foot detention basin for flood control and hydro-modification purposes, providing 100-Year flood conveyance storm drain protection and low flow diversion to the existing Calimesa Creek. Design will also include walking trails and maintenance roads alongside of the improved channel alignment.

SERVICES

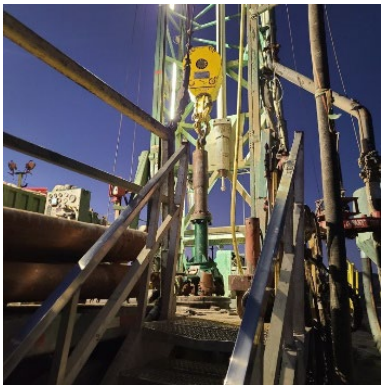
Services include pre-project planning, development, preliminary engineering, hydrology and hydraulics, design, project grant writing, environmental compliance, state and federal funding coordination, utility relocation coordination, right-of-way acquisition and permitting.

KEY STAFF

Terry Renner, PE, QSD
Steven Ledbetter, PE
Octavio Parada

RELEVANCE TO MSWD

- *Major Drainage Infrastructure*
- *Regional Flood Control Basin*
- *Connection to County Flood Control Facility*
- *Extensive Utility Coordination and Permitting*
- *Hydraulics/ Hydrology Modeling*



WELL NO. 16 AND TRANSMISSION MAIN

City of Needles

Client Contact: Ms. Rainie Torrance
Phone Number: (760) 326-5700 x 140
Email: rtorrance@cityofneedles.com
Project Cost: $3.8 Million
Completion Date: March 2022

DESCRIPTION

The Well No.16 and transmission main project is located along Needles Highway, north of Interstate 10, in the City of Needles. TKE prepared the design plans, specifications, and estimates, and provided bidding support and construction management services for the new production well and transmission main. The project was required to provide potable water supply backup and remove inefficiencies in the existing distribution network. The project included design of the well pump and motor, above ground discharge piping, appurtenances, 2,750 linear feet of 16" transmission pipeline, shade structure, electrical system, SCADA system integration, and connections to the existing system.

SERVICES

Services include records research, design survey, coordination with agencies and consultants, preliminary engineering, utility verification, permitting, design, cost estimating, bidding support, and construction management.

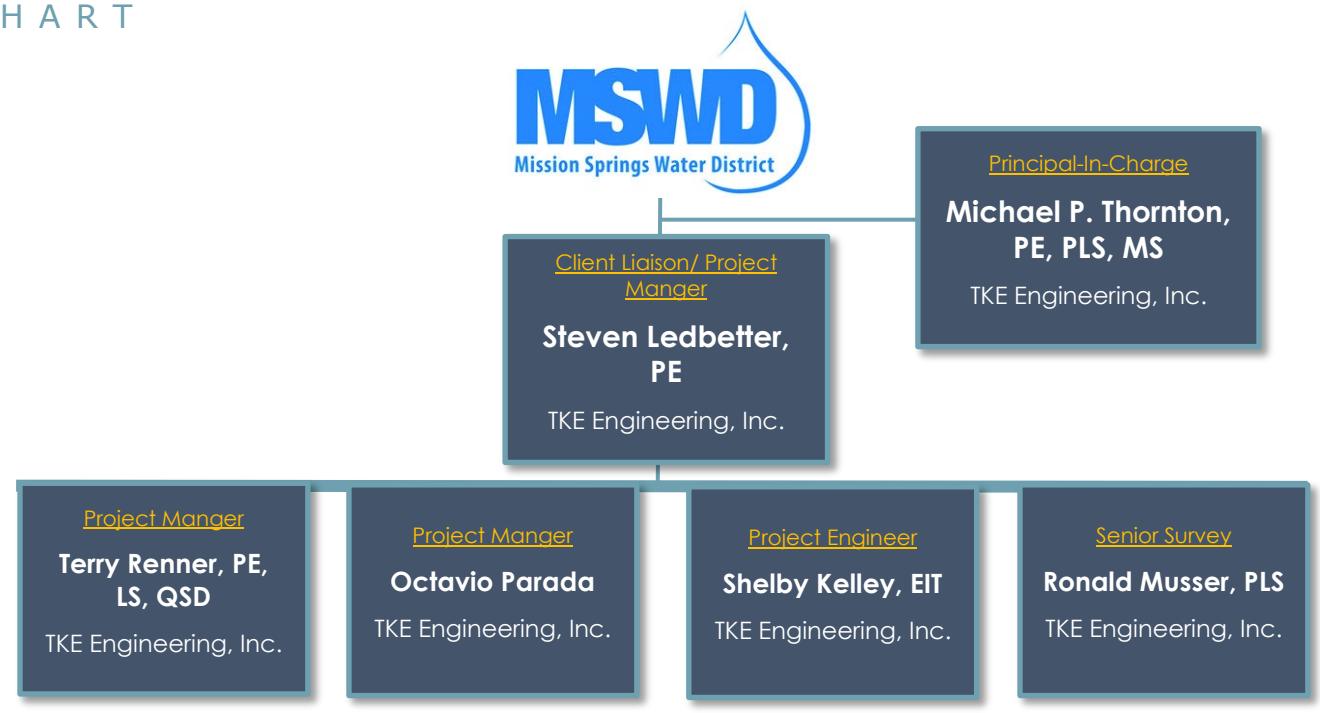
KEY STAFF

Steven Ledbetter, PE
Shelby Kelley

RELEVANCE TO MSWD

- *Well Design*
- *Utility Coordination*
- *Design Surveying*
- *Permit Coordination*

B. ORGANIZATIONAL CHART



TKE SUPPORT TEAM (40+ Members)

Michael P. Thornton PE, PLS | *President*
Michelle Arellano, P.E. | *Senior Plan Check Engineer*
Brett Enscoe | *Survey Party Chief*
Mycal Balta | *Public Works Inspector*
Steve Dukett | *Managing Director Development Services*
Monae Pugh | *Traffic Engineering Specialist*
Patrick Palafox | *Senior Public Works Inspector*
Brad Enscoe | *Senior Public Works Inspector*
Tyler Ault | *Senior Public Works Inspector*
Jeff Lantosh | *Senior Public Works Inspector*
Brian McDuffie | *Senior Public Works Inspector*
Nelson Blackwell | *Senior Public Works Inspector*
Michael Counce | *Senior Public Works Inspector*
Naeem Dulloo | *Senior Public Works Inspector*
Brittany Simmons | *Proposal Coordinator*
Michelle Sells | *Accounting/Office Manager*
Jennifer Cioffi, PE | *Project Manager*
Steve Nix, PE, PLS | *Senior Engineer*
Marvin Lara, EIT | *Assistant Construction Manager*
Travis Bradshaw | *Associate Engineer*
Jose Martinez | *Associate Engineer*
Alex Estepa | *Associate Engineer*
Jose Hernandez | *Associate Engineer*
Metehan Gumustekin, EIT | *Associate Engineer*
Chance Renner | *Associate Engineer*
Emmanuel Perez | *Engineering Assistant*
Jayden Renner | *Engineering Technician*
Nyesha Burnatte | *Engineering Technician*
Daniel Melero | *Engineering Technician*
Deana Vilches | *Clerical*
Tracey McLoughlin | *Clerical*
Jeannette Barlow | *Clerical*

SECTION 5 | REFERENCE

AGENCY	CONTACT NAME	CONTACT INFO
Mission Springs Water District 908 Park Avenue Calimesa, Ca 92320	Arden Wallum General Manager	P: (760) 329-6448 awallum@mswd.org
City of Hesperia 9700 Seventh Avenue Hesperia, CA 92345	Nils Bentsen Deputy City Manager	P: (760) 947-1018 nbentsen@cityofhesperia.us
County of San Bernardino 222 W. Hospitality Lane San Bernardino, CA 92415	Noel Castillo Assistant Director- Planning and Operation	P: (909) 387-7916 Noel.Castillo@dpw.sbcounty.gov
City of Needles 817 3rd Street Needles, CA 92363	Patrick Martinez Director of Development Services	P: (909) 326-5740 pmartinez@cityofneedles.com
City of San Bernardino Municipal Water Department 1350 SE Street San Bernardino, CA 92408	Ted Brunson Water Utility Director	P: (909) 384-5095 tedb@sbmwd.org
San Antonio Water Company 139 N. Euclid Avenue Upland, CA 91786	Brian Lee General Manager	P: (909) 982-4107 Blee@sawaterco.com

Please refer to the project examples listed in Section 4 of this proposal to see detailed descriptions regarding where TKE has worked with each of the references listed above.

Uploaded separately via PlanetBids.

SECTION F | DISCLOSURES

Uploaded separately via PlanetBids.



MICHAEL THORNTON, P.E., P.L.S., M.S.

PRINCIPAL-IN-CHARGE

TKE Engineering, Inc.

EDUCATION

MS, Civil Engineering, California State University, Long Beach

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

Registered Civil Engineer, PE 44226 (CA)

Professional Land Surveyor, LS 6867 (CA)

AFFILIATIONS

American Society of Civil Engineers

American Water Works Association

California Rural Water Association

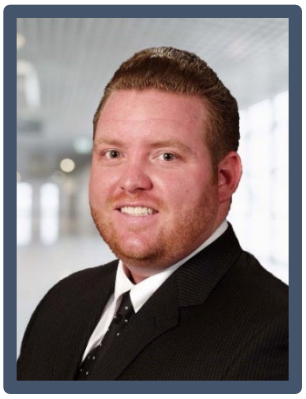
American Public Works Association

American Council of Engineering Companies

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 35 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including water system improvements, sewer system improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton has been responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.

DETAILED PROJECT EXPERIENCE

- **I-15 Sewer Lift Station**, *Hesperia, CA* - Mr. Thornton was Principal-in-Charge for services on the sewer lift station project he oversaw the design to accept wastewater flows from existing and proposed developments at Interstate 15 and Ranchero Road, and the surrounding community of approximately 110 acres. The analysis included defining the tributary area, calculating existing, near-term, and ultimate wastewater flows (0.94 MGD, 1.78 MGD, and 2.56 MGD, respectively), calculating head loss, selecting pumps, and designing the wet well and piping system. TKE identified two self-cleaning high efficiency 25 hp wastewater pumps with variable frequency drives. The pumps were selected based on its peak efficiency (76%) under ultimate head and flow conditions, while maintaining good efficiency (65%) under initial head and flow conditions.
- **San Bernardino Avenue Trunk Sewer**, *City of Fontana, CA* - Mr. Thornton was Principal-in-Charge for services on the San Bernardino Avenue Trunk Sewer and provided project and construction management, coordination with stakeholders and agencies, flow generation calculations, model preparation, flow monitoring analysis, cost estimating and report preparation for the San Bernardino Avenue Trunk Sewer System, an area encompassing approximately 9,400 acres covering the majority of the San Sevaine redevelopment project area. The study limits were State Route 210 to the north, Maple Avenue to the east, San Bernardino Avenue to the south and East Avenue to the west. The trunk sewer construction included 22,000 linear feet of 42" and smaller diameter lined RCP and VCP sewer pipe, two siphon structures, interconnections with gated manholes to major sewer crossings and residential and commercial laterals.
- **Mission Springs Water District** - Mr. Thornton previously served Mission Springs Water District as its District Engineer for a period of 8 years. He worked with staff to manage more than $20 million in water and wastewater improvement projects. Services included budget development and management, management of other consultants and presentations to their board of directors.
- **2017 Water Master Plan Update**, *City of Coachella, CA* – Mr. Thornton served as the Principal-in-Charge for this project to prepare an update to the City's previous 2007 Water Master Plan (WMP). The WMP evaluated the City's existing water system and planned the facilities to meet increased future water demands. The evaluation included future planned development projects and the City's most current General Plan Update report. The WMP forecasted out to the year 2035 and a capital improvement plan (CIP) was developed out of the findings and recommendations in the WMP. The project services include research, coordination with agencies, hydraulic calculations, model preparation, preliminary engineering, cost estimating, exhibit preparation, CIP development and presentation to City Management Staff.



STEVEN LEDBETTER, P.E.

CLIENT LIAISON / PROJECT MANGER

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. License Number 84044 (CA)

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

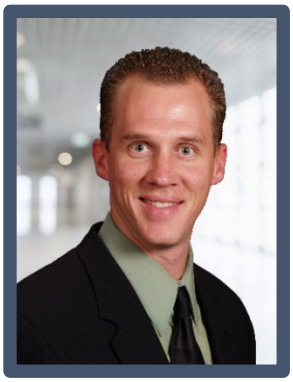
American Public Works Association, Coachella Valley Board Member

American Council of Engineering Companies of California

Mr. Ledbetter has over 23 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. He has a well-rounded background with experience in: preparation and analysis of street and utility improvement plans and specifications including potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water resource planning and management including feasibility studies, urban water management planning, water supply assessments and verifications, integrated regional water management planning, and groundwater management planning; storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing and administration for various State and Federal agency programs.

DETAILED PROJECT EXPERIENCE

- **Regional Water Reclamation Program,** *Mission Springs Water District, CA* – Mr. Ledbetter is providing program management services for the development and construction of the District's Regional Water Reclamation Program (RWRP). The RWRP includes planning, design, and construction of a regional wastewater treatment plant, interceptor conveyance system, and local wastewater collection systems. Mr. Ledbetter is managing the completion of the RWRP, including: participation and management of funding acquisition; staff, board, consultant, funding agencies, and public coordination and communications; assessment district formation; State Revolving Fund (SRF) and grant application processing; State invoicing and reporting; environmental compliance processing; preliminary engineering preparation; plans, specifications, and cost estimates (PS&E) preparation; bidding and construction; and all related services to successfully complete the RWRP**.**
- **Eastgate Building No. 1 Water Supply Assessment**, *San Bernardino, CA* – The proposed Eastgate development project includes 658,500 square feet of industrial floor space on approximately 97.48 acres of land. The development will consist of a warehouse building for air cargo use located at San Bernardino International Airport. The development has an estimated water demand of 223 acre-feet per year. As project manager, Mr. Ledbetter is providing an assessment of the water supplies available to serve the development over a 20-year period.
- **IRWM Agency Representative,** *Coachella Valley Regional Water Management Group (CVRWMG)* – Beginning in 2016 and continuing through today, Mr. Ledbetter represent Mission Springs Water District at technical coordination and public outreach meetings related to the CV Integrated Regional Water Resource Management Program. His responsibilities included representing the District at the meetings, review of technical memorandums and other project deliverables, assistance with grant funding applications, grant administration, and presentations to the District's board of directors and public.
- **Well No. 16,** *City of Needles, CA* - Mr. Ledbetter is currently managing the design and construction of a new production well, Well No. 16, and transmission main located along Balboa Place and South of McShans Lane in the City of Needles. The project includes design of the well pump and motor, above ground discharge piping, appurtenances, 2,750 linear feet of 16" transmission pipeline, shade structure, electrical system, and SCADA system integration. The project includes restrained joints, system appurtenances, and connections to the existing systems and interconnections to City of Needles Water.



TERRY RENNER, P.E., Q.S.D.

PROJECT MANAGER

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

Caltrans SWPPP Certified QSP/QSD Training

REGISTRATIONS

P.E. License Number 69984 (CA)
Qualified SWPPP Developer and Practitioner #24329

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

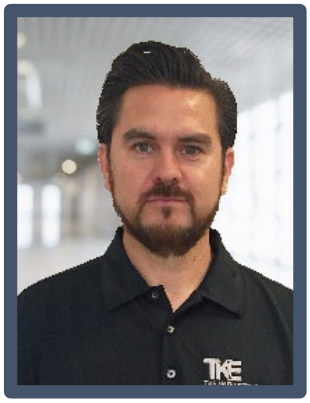
American Public Works Association

American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has 25 years of experience in civil engineering infrastructure projects, including transportation and traffic improvements, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He has managed numerous grant funded (Federal and State) projects and has delivered projects for the Cities of Coachella, Highland, Calimesa, Yucaipa, Fontana, Rialto, Upland, Riverside, and Redlands. As a construction manager, Mr. Renner has been responsible for supervising a staff of inspectors, construction coordination and scheduling, utility relocation coordination, public relations, submittal review, coordination with subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the projects managed and delivered by TKE continue to exceed industry standards.

DETAILED PROJECT EXPERIENCE

- **Baseline Gardens Consolidation Project***, East Valley Water District, San Bernardino, CA* – Mr. Renner provided project and construction management services for the Baseline Gardens Consolidation Project which is located in the City and Unincorporated Area of San Bernardino County north of Baseline Road. Proposed improvements provided replacement of all existing water main, service laterals and meters and appurtenances for the previously owned Baseline Gardens Mutual Water system which was consolidated by East Valley Water District with State grant funding. TKE provided construction management and inspection services for approximately 18,000 linear feet of water system replacement improvements and 480 service laterals including, pipeline, valves, fire hydrants, meters and appurtenances.
- **2017-18 Annual Water Replacement Program**, *City of Hesperia, CA* – Mr. Renner was the Project Manager for this project which consists of replacement of 42,600 linear feet of 4" aging pipelines with 8-inch pipe and related appurtenances. Typical pipeline appurtenances for the project include, control valves, fire hydrants, air vacuum release valves, blowoffs, and water service piping to construct to the existing water meters which will remain. In addition, the project includes over 60 connections to existing water mains.
- **1158 Zone Recycled Water Program**, *City of Fontana, CA* – Mr. Renner was the Project Manager and Design Engineer for this project, which TKE prepared preliminary engineering report, utility permitting, plans, specifications, and estimates for the construction of approximately 50,000 linear feet of recycled water mains ranging from 6" to 24" in diameter. The project included San Bernardino County Flood Control District bridge crossings, DWR pipeline crossings and Southern California Edison easement crossings. TKE prepared a preliminary engineering report that identified potential users, projected use amounts alignment alternatives to provide service, environmental impacts and service retrofits. TKE also assisted with a funding application and processing of the application with the State of California State Water Resource Control Board.



OCTAVIO PARADA

PROJECT MANAGER

TKE Engineering, Inc.

EDUCATION

Bachelors of Science (B.S), Autonomous University of Baja California, Mexico (UABC)

CERTIFICATIONS

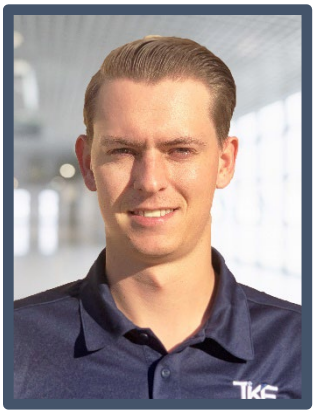
Certificate (1996), Traffic Engineering for highways, Secretary of Transport and Communication (SCT-Mexico)

Certificate (2007), CAD Pilot Boot Camp for Civil 3D, CVIS

Mr. Parada has over 26 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, drainage improvements, grading plans and computerized system modeling for drainage master plans. Finally, Octavio has worked in the private sector for commercial and industrial development as technical director managing projects from the conceptual stage, through planning, designing, bidding, construction, and project completion under project specifications and exceeding client expectations.

DETAILED PROJECT EXPERIENCE

- **Pearmain Street Relief Sewer Project**, *City of Adelanto, CA* - Mr. Parada performed design and project management services for City on Pearmain Street and Auburn Road between approximately 1,300 feet east of US Highway 395 and Air Expressway. This project consists of the construction of 9,000 linear feet of pipe with diameters ranging from 21" to 15", utilizing Polyvinyl chloride pipe, manholes, stub outs, 110 linear feet of 30" bore and jack steel casing, existing manhole replacement with diversion manhole, reconnection of existing undersized 12" sewer and connections to existing sewer manholes. Proposed wastewater system improvements provide relief for the existing 12" sewer which has insufficient capacity to convey current and proposed development flows.
- **Pacific Avenue Water Pipeline Improvements Project**, *Rubidoux Community Service District* – Mr. Parada Assisted in the design and preparation of 5400' linear feet of watermains ranging from 16" to 8" in diameter, utilizing ductile iron and Polyvinyl chloride pipe, pipeline appurtenances, fire hydrants, 60 linear feet of 24" bore and jack steel casing. The project also included coordination of future street and storm drain improvements with riverside county transportation department and flood control district.
- **1158 Zone Recycled Water Program,** *City of Fontana, CA* – Mr. Parada assisted in the design and preparation of approximately 50,000 linear feet of recycled water mains ranging from 6" to 24" in diameter. The project included San Bernardino County Flood Control District bridge crossings, DWR pipeline crossings and Southern California Edison easement crossings. The project included preparation of preliminary engineering report that identified potential users, projected use amounts alignment alternatives to provide service, environmental impacts and service retrofits. Assistance with a funding application and processing with the State of California State Water Resource Control Board.
- **Central Avenue Water Replacement Project**, *City of Upland, CA* – Mr. Parada assisted in the design and preparation of 3500' linear feet of 12" CML&C waterline, pipeline appurtenances, service laterals and fire hydrants.



SHELBY KELLEY, E.I.T.

PROJECT ENGINEER

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, San Diego State University

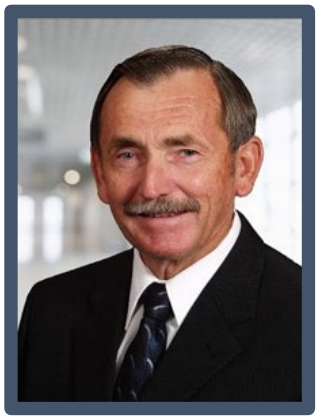
REGISTRATIONS

Engineer in Training; E.I.T. Number 171121

Mr. Kelley is an Associate Engineer of TKE Engineering, Inc. and has 6 years of experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction methods. Mr. Kelley has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, preliminary design exhibits, and cost estimates. He has delivered projects for Mission Springs Water District and the Cities of Adelanto, Chino, Fontana, Hesperia, Highland, Needles, and Rialto.

DETAILED PROJECT EXPERIENCE

- **Regional Water Reclamation Facility,** *Mission Springs Water District, City of Desert Hot Springs, CA* – Mr. Kelley is currently assisting in performing construction management and office engineering services for the construction of the new Regional Water Reclamation Facility located near 20th Avenue and Little Morongo Road in the City of Desert Hot Springs. The $43,000,000 project includes the construction of a 1.5 MGD Sequence Batch Reactor (SBR) wastewater treatment plant that will dispose treated secondary effluent in on-site disposal ponds. The project also includes an operations and administration building that will house a solids processing area, chemical storage area, maintenance area, administrative area, electrical room, and blower room. Mr. Kelley provides support in submittal and RFI review, change order review, progress payment review/approval, labor compliance, coordination with utilities, permitting, grant reimbursement and coordination with District representatives.
- **Well No. 16,** *City of Needles, CA* - Mr. Kelley assisted with the design of the new Well No. 16 and Waterline located along Balboa Place and South of McShans Lane in the City of Needles. The project includes well pump, above ground piping, appurtenances, discharge piping and shade structure. Along with the design of the proposed well, Mr. Kelley assisted with the design of 2,750 linear feet of 16" Ductile Iron pipe designated along Well Access Road and Balboa Place. The project includes restrained joints, system appurtenances, and connections to the existing systems and interconnections to City of Needles Water.
- **Horton Wastewater Treatment Plant Tertiary Filter,** *Mission Springs Water District, City of Desert Hot Springs, CA* – Mr. Kelley is currently assisting with the design of a pump station and tertiary filters located at the Horton Wastewater Treatment Plant in the City of Desert Hot Springs. Tertiary Filter design consisted of modifications to existing distribution box, pumping structure, 590 linear feet of 24" Ductile Iron pipe, Aqua-Disk Tertiary Filter, 600 linear feet of 4" Ductile Iron pipe for metered backwash line to influent pump station and proposed distribution box.
- **White Avenue Drainage,** *City of Adelanto, CA* - Mr. Kelley assisted in the design of a 38,000 square foot drainage basin, inlet and outlet facilities, curb, gutter, and sidewalk located near White Avenue and Pearmain Street. The project will effectively improve flood control, eliminating current flooding along the transportation corridor, enhance water conservation from the rainfall within the vicinity, storm water, and provide water to the region.



RON MUSSER, P.L.S.

SENIOR SURVEYOR

TKE Engineering, Inc.

REGISTRATIONS

P.L.S. License Number (CA): 4230

Mr. Musser has over 55 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides map checking services to the cities of Calimesa, Upland, Azusa, Pico Rivera and El Monte.

DETAILED PROJECT EXPERIENCE

- **Regional Water Reclamation Program,** *Mission Springs Water District, CA* **–** Mr. Musser is providing all survey, construction staking, and mapping services for the development and construction of the District's Regional Water Reclamation Program (RWRP). The RWRP includes planning, design, and construction of a regional wastewater treatment plant, interceptor conveyance system, and local wastewater collection systems. Mr. Musser is dealing with all survey related items in the completion of the RWRP, including: survey control, street and topographic survey, mapping, coordination with the City and Planning Department, constriction staking, preparation of grade/tie-sheets, confirming final grades and elevations, and all related services to successfully complete the RWRP**.**
- **On-Call Survey and Map Checking Services,** *City of Calimesa, CA* - Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Survey and Map Checking Services,** *City of Hesperia, CA* - Mr. Musser provides on-call map checking services to the City of Hesperia. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **Upland Basin,** *City of Upland, CA* – Mr. Musser provided topographic design survey, aerial target placement, ALTA survey, Parcel Map preparation and construction staking for the 1300 acre-foot flood control and aquifer recharge basin project that included DSOD jurisdictional facilities, inlet and outlet facilities, and related work. The project included preparation of basin, street improvements, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environmental compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.



Prepared By:

TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507

EXHIBIT B

TKE ENGINEERING, INC.

RATE SCHEDULE
2024–2025

	HOURLY RATE
Principal in Charge	$155.00
Project Manager/Construction Manager/Licensed Surveyor	$150.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$145.00
Associate Engineer	$135.00
Assistant Engineer/Plan Checker/Designer	$130.00
AutoCAD Technician	$120.00
Engineering Technician	$100.00
Clerical	$ 85.00
Forensic Engineering	$195.00
Expert Witness Testimony	$330.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	$260.00

CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	$135.00
Construction Inspector (Prevailing Wage)	$125.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

Mission Springs Water District
On-Call General Engineering for FY24/25
Proposed Task Order Budget Request

Projects	FY22/23 Actual	FY23/24 Actual	FY24/25 Proposed Task Order Budget	Notes
02-General District Engineering Services	$ 57,095.00	$ 43,717.50	$ 20,000.00	On-going assistance to engineering department as directed by GM and Engineering Manager, including assistance with developing agreements and securing grant funding with the USACE, developing RFPs/RFQs, plan checking, preparing monthly Board reports, and biweekly CIP and Water Resource project progress meetings.
11-Integrated Regional Water Management Plan	$ 33,550.00	$ 23,530.00	$ 25,000.00	On-going CVRWMG project management, including attending monthly meetings, preparing quarterly progress reports for grant funded projects, assisting with grant applications and developing project charters for grants.
51-Mission Creek Subbasin	$ 22,750.00	$ 16,242.50	$ 17,500.00	On-going MCSB SGMA assistance, including attending quarterly general manager meetings, preparing quarterly hydrographs, and assisting with preparation of the SGMA annual report.
61-SGMA San Gorgonio Pass Subbasin	$ 1,745.00	$ 2,740.00	$ 3,500.00	On-going SGPSB SGMA assistance, including attending periodic GSA meetings, preparing quarterly hydrographs, and assisting with preparation of the SGMA annual report.
78-SNMP Planning and Workplan	$ 9,395.00	$ 14,915.00	$ 20,000.00	On-going SNMP Update assistance, including attending monthly Steering Committee meetings, Technical Advisory Committee meeting, reviewing and commenting on technical memoranda (three TMs expected in this FY), and coordination with the District's independent 3rd party technical reviewer.
83-Water/Wastewater Master Plan PM	$ 8,720.00	$ 22,145.00	$ 10,000.00	Project management assistance for completion of the final water and sewer master plans, including review and commenting on report chapters and CIP projects, and attending meetings as required.
87-TDS Impact Evaluation Workplan Project Management	$ 5,900.00	$ 7,642.50	$ -	Project completed FY24.
88-GQPP Area M-2 Design Project Management	$ 6,297.50	$ 9,145.00	$ 7,500.00	Project management assistance for obtaining SWRCB approval of bid package, coordination with AECOM to address any final comments, and bidding support services.
89-GQPP Area A and G Design Project Management	$ 17,140.00	$ 4,620.00	$ 5,000.00	Project management assistance including attending monthly design progress meetings and plan check of the 100% design package.
91-Supplemental Environmental Project	$ 14,350.00	$ 1,907.50	$ -	Project completed FY24.
93-Viento LS & FM Plan Check	$ -	$ 4,400.00	$ -	Project completed FY24.
94-Area M2 Waterline Replacement	$ -	$ 45,550.00	$ -	Project completed FY24.
95-Rancho Descanso Tract 38200 CM and Inspection	$ -	$ 44,010.00	$ 15,000.00	TKE has $75k in approved budget remaining for CM and inspection; however, with a majority of construction complete, work anticipated in FY25 includes inspection of setting valves, manholes, and meter boxes to final grade, pouring concrete rings, final punch list, and project closeout. As such, only $15k budget is anticipated.
96-Viento Development Project WSA-WSV	$ -	$ 17,630.00	$ 3,410.00	Draft report submitted in June; FY25 work includes addressing MSWD and developer comments of the draft report and preparing the Final report.
97-13th Ave, Thomas Ave, & Mission Lakes Blvd Watermain Repairs	$ -	$ 13,355.00	$ 23,545.00	Construction underway; Estimated completion in Fall 2024. TKE has a remaining budget of $23.5k which is expected to be used on FY25.
98-Area D3 Sewer Design Project Management	$ -	$ -	$ 7,500.00	Project management assistance including responding to data requests and RFIs, attending design progress meeting, and plan checking. Design scheduled for completion in Fall 2024.
99-Viento LS, FM, Water, and Sewer CM and Inspection	$ -	$ -	$ 175,300.00	TKE has an approved budget of $175k for CM and inspection. Construction is expected to start in August 2024 and be completed within FY25.
Totals:	**$ 176,942.50**	**$ 271,550.00**	**$ 333,255.00**	
		Total w/out Project #99:	**$ 157,955.00**	

EXHIBIT C

Term, Early Termination & Notice

On-Call Professional General Engineering Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (1) one year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between Mission Springs Water District and TKE Engineering, Inc. for On-Call Professional General Engineering 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 TKE Engineering, Inc.

OWNER

Attn: Eric Weck
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
eweck@mswd.org

CONSULTANT

Attn: Steve Ledbetter
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
sledbetter@tkeengineering.com

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

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 7 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **TKE Engineering, Inc.**
2305 Chicago Avenue
Riverside, CA 92507

DATE: _____

PROJECT DIR#: _____

TITLE: **Engineering Temporary Staff Augmentation**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Proposal and in accordance with Exhibit B – Rate Schedule as provided by TKE Engineering, Inc. and per Exhibit C – Term, Early Termination & Notice

Contract price $: Not to Exceed $30,000.00

Term: Three (3) months from the effective date above

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

Accepted:	Consultant:
Mission Springs Water District	TKE Engineering, Inc. (Business Name)
By: _____	By: _____
Brian E. Macy, PE	Steve Ledbetter
Title General Manager	Title Vice President
Other authorized representative(s):	Other authorized representative(s):
Eric Weck, Engineering Manager	_____
Amanda Lucas, Contracts Analyst	_____

Consultant agrees with the Mission Springs Water District that:

a. Consultant and District agree that District, its directors, officers, employees, and authorized volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Consultant or any subconsultant or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to District. Consultant acknowledges that District would not enter into this Agreement in the absence of the commitment of Consultant to indemnify and protect District as set forth herein.

b. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by District, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Consultant's obligation to defend, indemnify and hold harmless shall include any and all claims, suits, and proceedings in which Consultant (and/or Consultant's agents and/or employees) is alleged to be an employee of District. All obligations under this provision are to be paid by the Consultant as they are incurred by District.

c. Without affecting the rights of District under any provision of this Agreement or this Section, Consultant shall not be required to indemnify and hold harmless District as set forth above for liability attributable solely to the fault of District, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than $1,000,000 per claim and $2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.

e. Verification of Coverage – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Required Provisions –

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the

District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

j. Consultant hereby specifically represents and warrants to District that is possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.

k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term

of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.

q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.

aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

dd. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

ee. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the District. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by the District to the Consultant under this Agreement shall not exceed the contract price specified on Page 1.

1. Consultant shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the District, in writing.

2. Consultant shall submit to District, on or before the fifteenth (15^{th}) of each month, itemized invoices for the Services rendered in the previous month. The District shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. The District shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to District's:

    i. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
    ii. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
    iii. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the District determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, District shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly and give notice to Consultant of the adjustment.

3. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days after acceptance by Mission Springs Water District. Should the District dispute any portion of any invoice, District shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

ff. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Project Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.

gg. Consultant shall promptly advise the Project Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.

hh. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

ii. In accordance with the regulations set forth by the California Department of Industrial Relations (DIR), it is imperative that all individuals working on public works projects receive prevailing wages. Contracts of $30,000 or more must meet DIR's apprenticeship requirements. This work is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the DIR has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work.

A Consultant/Subconsultant/Contractor/Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently DIR-registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

All public works Consultants/Subconsultants/Contractors/Subcontractors shall furnish electronic certified payroll records (e-CPR) directly to the Labor Commissioner using the California DIR’s online portal. In addition, pursuant to Labor Code 1776, Consultants/Subconsultants/Contractors/Subcontractors shall submit to the Awarding Body or its compliance representative, required labor compliance documentation including complete certified payroll records and proof of their DIR e-CPR uploads, for all weeks of construction. Failure to comply with public works requirements can result in progress payments being withheld, civil penalties, and/or criminal prosecution.

TKE ENGINEERING, INC.

August 23, 2024

Mr. Eric Weck, P.E.
Engineering Manager
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Subject: Engineering Consultant Services Proposal

Dear Mr. Weck,

Thank you for the opportunity to submit a proposal to provide Engineering Consultant Services. TKE Engineering, Inc. (TKE) has been providing engineering consultant services to the District for over 15 years and is uniquely qualified to continue to assist the District in this role. Based on our understanding of the required scope of work, TKE is proposing Mr. Shelby Kelley, P.E. as Project Manager. Serving directly under myself as Principal-in-Charge, Mr. Kelley is well suited to fill the Project Manager role as an extension of the District's staff. With over 7-years experience and a TKE team member for over 3-years, Mr. Kelley has shown strong leadership and communication skills in developing water and sewer CIP projects for MSWD and other agencies. In particular, he had an integral role in the Well 22 Rehabilitation Design, Well 34 Rehabilitation Design, Regional Conveyance Line Design, and Construction Management of Well 42, Regional Water Reclamation Facility and Conveyance Line, and PODS Storage Water and Sewer Projects. Mr. Kelley is available to serve the requested term of 3 months, with an option to extend, should the need arise.

TKE's suggested scope of services includes overall project management, plan checking services, and conducting site visits on an as-needed basis.

SCOPE OF SERVICES

1. Overall Project Management

Mr. Kelley will represent MSWD in the role of Project Manager for Capital Improvement Projects and Development Projects as needed. He will regularly monitor project progress and correspond with engineers, developers, contractors, inspectors, city representatives and regulatory agencies, as needed, to ensure projects are progressing efficiently. Mr. Kelley will review and respond to requests for information and material submittals, and keep correspondence records and proper document management in accordance with MSWD standards.

2. Plan Check Services

Mr. Kelley will review design submittals for various projects to confirm proposed plans, specifications and reports are prepared in accordance with MSWD standards and requirements. He will submit comments and attend meetings, as required, to provide direction during the plan development process. TKE regularly utilizes BlueBeam for all digital plan checks.

He will also confirm the proposed project or improvements will integrate appropriately into MSWD's overall sewer conveyance and water distribution systems, as well as MSWDs overall master plans for future facility improvements.

3. Site Visits

Mr. Kelley will visit project sites, as needed or directed by MSWD staff, to assess and confirm project progress, and to address any concerns that may arise while work is being completed on-site. He can also provide inspections to support Engineering staff, if needed.

In accordance with the RFP, TKE estimates 16 total hours per week to provide the services described herein over the 12-week duration at $145 per hour for Mr. Kelley, with an estimated budget of $27,840. We will invoice the District monthly in accordance with our approved on-call engineering consultant services rate schedule. Our invoice will not exceed the amount presented above without prior written approval.

TKE has demonstrated our ability to meet MSWD's expectations in delivering CIP projects, and we will continue to provide valuable resources to the District.

TKE appreciates the District's trust in our ability to deliver the services described herein. We pledge that we will always strive to advance the interest of the District to the best of our ability.

Thank you for the opportunity to submit our proposal to provide engineering consultant services. If you have any questions, please contact me or Mr. Kelley, at (951) 680-0440.

Sincerely,

Steven W. Ledbetter, P.E.
Vice President
TKE ENGINEERING, INC.

EXHIBIT B

TKE ENGINEERING, INC.

RATE SCHEDULE
2024–2025

	HOURLY RATE
Principal in Charge	$155.00
Project Manager/Construction Manager/Licensed Surveyor	$150.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$145.00
Associate Engineer	$135.00
Assistant Engineer/Plan Checker/Designer	$130.00
AutoCAD Technician	$120.00
Engineering Technician	$100.00
Clerical	$ 85.00
Forensic Engineering	$195.00
Expert Witness Testimony	$330.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	$260.00

CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	$135.00
Construction Inspector (Prevailing Wage)	$125.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

EXHIBIT C

Term, Early Termination & Notice

Engineering Temporary Staff Augmentation

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (3) months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between Mission Springs Water District and TKE Engineering, Inc. for Engineering Temporary Staff Augmentation 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 TKE Engineering, Inc.

OWNER

Attn: Eric Weck
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
eweck@mswd.org

CONSULTANT

Attn: Steve Ledbetter
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
sledbetter@tkeengineering.com

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETING**

MEETING DATE(S): **SEPTEMBER 12 & 16, 2024**

FROM: **ERIC WECK, P.E., ENGINEERING MANAGER**

FOR: ACTION _X_ DIRECTION ____ INFORMATION ____

PUBLIC WATER AND SEWER, LIFT STATION AND FORCE MAIN SYSTEMS CONSTRUCTION AGREEMENTS AND WATER AND SEWER BONDING AGREEMENT FOR PROJECT VIENTO DEVELOPMENT

STAFF RECOMMENDATION

Board approval of the Public Water and Sewer, Lift Station and Force Main Systems Construction Agreements and the Water and Sewer Bonding Agreement for the Project Viento commercial development (Project) and authorize the General Manager to do all things necessary to complete the agreements.

SUMMARY

The acceptance of the Water and Sewer, Lift Station and Force Main Systems Construction Agreements ensures that the systems will be constructed to the standards of the District and that the Developer is responsible for all costs associated with the design and construction of the systems. Additionally, the District has determined in conjunction with the City of Desert Hot Springs that it is necessary to obtain separate Performance/Warranty and Payment bonds in favor of the District for the Project. Subsequently, approved water and sewer facilities will be transferred to the District upon successful completion of all the work, and the one-year warranty period will begin.

ANALYSIS

The Performance/Warranty Bond assures the work will be completed, i.e., paid for through the bond if the developer defaults, and continues to cover the warranty period for the first year after final acceptance to correct any operational problems attributable to the original construction. The Payment Bond (labor & materials bond) covers claims by others against materials or labor supplied but not ever paid for in part or full for the project if it defaults. This bond is exonerated upon final acceptance.

FINANCIAL DATA		
Cost Associated with this action:		$0
Current FY cost:		$0
Future FY cost:		-0-
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:		N/A
All previous contracts including dates, amounts and board approvals are attached or have been made available. N/A		
FUNDING SOURCES		
Source of funds:		Developer
BID/Job#		11750
Current BID/Job balance		$26,000.00
Balance remaining if approved:		$26,000.00

FISCAL IMPACT

There is no fiscal impact to the District as this is a developer driven project and all costs associated with it will be paid for by the developer. This agenda item reflects the Strategic Plan Goal 4.3 - Maintain and renew assets while facilitating strategic Capital Improvements.

ATTACHMENTS

Water System Construction Agreement
Sewer, Lift Station and Force Main System Construction Agreement
Water and Sewer Bonding Agreement

Improvement District No. N/A

MISSION SPRINGS WATER DISTRICT
WATER SYSTEM CONSTRUCTION AGREEMENT
(OWNER INITIATED/CONTRACTOR INSTALLED)

THIS WATER SYSTEM CONSTRUCTION AGREEMENT ("Agreement") is made on this 30 day of August, 2024 by and between MISSION SPRINGS WATER DISTRICT, a County Water District ("District") with its headquarters at 66575 2nd Street, Desert Hot Springs, Riverside County, California," and Amazon.com Services LLC ("Owner") located at c/o Amazon.com, Inc., 410 Terry Ave. N, Seattle, WA 98109-5210, phone No. (206)266-1000.

RECITALS

WHEREAS, Owner is planning the construction of an industrial project commonly known as 'Project Viento' ("Project") which is the subject to **Development Permit No. 23-3** further described and identified on the map attached to and made a part of this Agreement as Exhibit "A" ("Property") and which is subject to the Landscape Plan attached hereto and made a part hereof by this reference as Exhibit "B"; and

WHEREAS, the Project will require a water distribution system to provide domestic water service to be designed and built by Owner (the "System"); and

WHEREAS, said Owner is desirous of having the District provide domestic water service to said Project and is willing to convey to the District the System after the construction thereof, contingent upon the District's acceptance of such conveyance on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Compliance with Law.** Owner will comply with all applicable state, federal and local laws, statutes and ordinances and the District's ordinances, policies and regulations for planning and constructing the System ("Requirements"). The forgoing laws and regulations, as amended from time to time, are hereby incorporated herein by reference. Owner agrees to comply with the water conservation requirements set by MSWD and the Land Use Agency as well as the Landscape Plan.

2. **District Expenses Covered**. The Owner shall deposit, with the District, costs to cover necessary engineering and other services, permits, inspections and water system connection costs in an amount estimated by the District. Said deposit shall be increased and/or replenished if District determines that the amount deposited is not sufficient to cover the costs as estimated by the District from time to time.

3. **Completion of Work**. The Owner shall contract for the design of the System by a licensed civil engineer experienced in the design of similar systems. The System to service the Project shall comply with the Requirements and construction plans for the same shall be presented to the District for approval by the District prior to the presentation thereof to Contractors for

bidding purposes. Such System shall include all pipelines, valves, hydrants and appurtenances as required by District subject to the Requirements. The Owner shall at its sole cost and expense secure title to property, easements, and rights of way needed for the System prior to the commencement of construction and shall convey offers of dedication or grant deeds along with necessary roads for ingress and egress and for maintenance and operation of the water system. The Owner shall file a Notice of Completion upon completion of the water system.

4. **Licensed Contractor**. The Owner will contract for the services of a licensed and qualified contractor ("Contractor") to construct the System. Said contract shall be signed by Owner and the licensed Contractor. Said Contractor shall be currently licensed by the State of California with a General engineering Contractor, "A" license and/or other appropriate license needed to construct the System. Said Contractor shall be experienced in the construction of domestic water systems and shall have been reviewed by the District and listed by the District as qualified contractors before a contract is signed and actual system construction begins. However, the District's approval of the Contractor shall in no way be deemed to impose on District any liability for the acts or omissions of said Contractor.

5. **Payment and Performance**. The entire cost of the construction of the System shall be paid by the Owner as and when the amounts are due in such regards. Owner and Contractor shall assure that such construction is inspected by District personnel for conformance with the approved plans and specifications and the Requirements. Whenever the Contractor desires to work outside the regular or specified work periods or to vary the work period during any particular day, Contractor shall request permission from the District at least 24 hours in advance so that inspection services may be provided. If the District grants permission and if the work period includes hours outside the normal work hours of the District, the Owner shall pay for the inspection services provided outside of normal work hours in accordance with established District rates. Construction shall not begin until the "Notice to Proceed" is given by the District inspector nor until the Owner, or other authorized party, completes a "CERTIFICATION OF STREETS TO FINAL GRADE" for the streets in which the water pipelines are to be constructed. District inspection is for the purpose of conformance of construction with District requirements, and not for compliance by the Contractor with safety requirements. Inspection or final acceptance shall not constitute a waiver by the District of any claims against Owner and/or Contractor for any defects in the work performed hereunder and shall not result in the imposition on District of any liability with regards to the same. Owner shall guarantee the completion of construction of the Work by one year after the date of this Agreement. Owner agrees to pay all costs incurred by the District as it may incur and as may be necessary in connection with Contractor completing the Work, including administrative costs.

6. **Insurance and Indemnity**. Owner's contractor shall provide required insurance certificates and endorsements as outlined below:

   6.1 Indemnification: To the extent permitted by law, Owner (as well as Contractor and any other contractors or subcontractors hired to do any construction work), shall defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from and against all claims, damages and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused by any negligent act or omission of the Contractor, any subcontractor, anyone directly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the negligence, or willful

misconduct of the Mission Springs Water District, its directors, officers, employees, and authorized volunteers.

6.2 Minimum Insurance Requirements: The Owner shall require Contractor (including any contractors or subcontractors hired to do any construction work) to procure and maintain for the duration of the proposed construction, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the proposed construction and the activities of the Contractor, guests, agents, representatives, employees or contractors and subcontractors. The Owner's contractor shall provide and maintain the following commercial general liability, automobile liability, workers' compensation coverages as permitted by law:

6.3 Coverage: Coverage shall be at least as broad as the following:

a) **General Liability** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of at least two million dollars ($5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to MSWD) or the general aggregate limit shall be twice the required occurrence limit.

b) **Automobile Liability -** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

c) **Workers' Compensation Coverage –** By his/her signature hereunder, Owner certifies that it 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 it shall cause Contractor to comply with such provisions before commencing the performance of the work of this agreement. Contractors and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement. The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor will be required to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Mission Springs Water District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Mission Springs Water District; this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer.

d) Builder's Risk – (Course of Construction) if necessary- insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision.

e) Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than $5,000,000 per occurrence or claim, and $10,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

6.4 Required Provisions - The Commercial General Liability policies are to contain, or be endorsed to contain, the following provisions:

a) **Additional Insured Status:** MSWD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 12 05 09 or for projects including construction ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 including ongoing and completed operations), as respects: liability arising out of the work or activities performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations, and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, officers, employees, and authorized volunteers.

b) **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers; shall be excess of the Contractor's insurance and shall not contribute with it.

6.5 Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

6.6 Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII, or as otherwise approved by Mission Springs Water District.

The Contractor agrees and he/she will comply with such provisions before commencing project. All of the insurance shall be provided on policy forms and through companies satisfactory to Mission Springs Water District. Mission Springs Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsement pages. Failure to continually satisfy the Insurance requirements is a breach of contract.

6.7 Verification of Coverage: Contractor shall furnish the District with certificates and amendatory endorsements affecting coverage required by the above provisions. All certificates and endorsements are to be received and approved by the District least five days before the Contractor commences activities.

6.8 Contractors and Subcontractors: Contractor shall require and verify that all Contractors and subcontractors maintain the liability insurance requirements stated herein, and Contractor shall ensure that Mission Springs Water District, its directors,

officers, employees, and authorized volunteers are additional insureds on the commercial general liability insurance policy of all Contractors who hire subcontractors to perform work on the scheduled project with a form at least as broad as CG 20 38 04 13.

6.9 Continuation of Coverage: Contractor shall maintain for the duration of the contract, and for 5 years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Contractor shall be required to waive all rights of subrogation under this Agreement. If any of the required coverages expire during the term of this Agreement, the Contractor shall be required to provide a renewal Certificate including the Additional Insured endorsement to the District at least ten (10) days prior to the expiration date.

6.10 Other Considerations/Exceptions: When the Mission Springs Water District determines that any construction work may involve potential environmental pollution liability, the Commercial General Liability policy shall include Contractor's Pollution Liability –with limits no less than $5,000,000 per occurrence or claim, and $10,000,000 policy aggregate.

7. **Bonds**. Owner shall provide the District with bonds or evidence of bonds as follows:

   a) Performance bond with corporate surety or sureties satisfactory to the District said performance bond being for not less than one hundred percent (100%) of the total contract price.

   b) A labor and materials payment bond being for not less than one hundred percent (100%) of the total contract price.

8. **Notice of Completion**. The District's Inspector shall complete a "Notice of Final Inspection" when all work has been completed in accordance with District requirements and prior to the Acceptance of said domestic water system by the District. An executed Notice of Completion shall be filed by the District. The Owner shall comply with the following requirements:

   a) A Bill of Sale executed by the Owner vesting title of said water system and appurtenances to the District;

   b) A copy of documents which verify the actual cost of the domestic water system as installed.

   c) Payment to the District by the Owner of any and all applicable fees including, but not limited to Connection Charge, Fire flow or front footage fee, and meter installation fees.

9. **Warranty**. The Owner shall guarantee the entire work shall be constructed in a good and workman like manner and all materials furnished shall be new and of high quality and both of the forgoing will meet all the requirements specified herein. This warranty shall include both the quality of the workmanship and the materials used.

   a) The Owner shall agree to cause to be made any repairs or replacements made necessary by defective materials or workmanship in the pipe materials supplied which have become evident within one year after date of recording Notice of Completion, and to restore to full

compliance with the requirements of these specifications, including the test requirements, any part of the water system, which during said one-year period, is found to be deficient with respect to any provision of this specification.

b) The Owner shall make all repairs and replacements promptly upon receipt of written orders from MSWD or if, in the event the repair work must be performed by MSWD, shall reimburse MSWD for actual labor, equipment and material expenses incurred to perform such corrective work. If the Owner fails to make the repair and replacements promptly, MSWD may do the work, and the Owner shall be liable to MSWD for the cost thereof as described above.

10. **Water Services**. The District will not furnish service to the water system until the completed system passes final inspection by the District, and Owner has fully complied with all provisions of this Agreement. Following fulfillment of the terms and conditions herein and acceptance by the District of said domestic water system, the District will provide service to said lands in accordance with the District's rules and regulations governing the provisions of such service. District requires that a permanent meter must be installed prior to landscaping.

11. **Successors and Assigns**. This agreement is binding on the assigns of the District and on the assigns, successors and representatives of the Owner. Assignment of this agreement by the Owner shall require the prior written consent of the District.

12. **Contractor's License**. The Contractor must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. The Owner and Contractor shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

13. **Corporation In Good Standing**. If Contractor and/or Owner is a corporation or other entity, the undersigned hereby represents and warrants that the corporation or other entity is duly incorporated and in good standing in the State of California, and that the undersigned is authorized to act for and bind the corporation.

14. **Provisions Required by Law.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

15. **Attorneys' Fees**. In the event that either party brings an action to enforce this Agreement, the prevailing party in such action shall be entitled to an award of the costs and expenses incurred in connection with such action including but not limited to attorneys fees, expert witness fees, and filing fees.

16. **Entire Agreement**. This Agreement and the Exhibits and Recitals to this Agreement, which are incorporated herein by this reference, constitute the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

EXHIBITS:

Project Overview Map – Exhibit A
Approved Landscape Plan – Exhibit B

MISSION SPRINGS WATER DISTRICT

By:_____

Name:_____

Title:_____

Date:_____

Company: Amazon.com Services LLC

By:_____

Name: Jason Smith

Title: Authorized Signatory

Date: August 30, 2024

Improvement District No. N/A

MISSION SPRINGS WATER DISTRICT
SEWER, LIFT STATION AND FORCE MAIN SYSTEM CONSTRUCTION AGREEMENT
(OWNER INITIATED/CONTRACTOR INSTALLED)

THIS SEWER, LIFT STATION AND FORCE MAIN SYSTEM CONSTRUCTION AGREEMENT ("Agreement") is made on this 30 day of August, 2024 by and between MISSION SPRINGS WATER DISTRICT, a County Water District ("District") with its headquarters at 66575 2nd Street, Desert Hot Springs, Riverside County, California," and Amazon.com Services LLC ("Owner") located at c/o Amazon.com, Inc., 410 Terry Ave. N, Seattle, WA 98109-5210, phone No. (206)266-1000.

RECITALS

WHEREAS, Owner is planning the construction of an industrial project commonly known as 'Project Viento' ("Project") which is the subject to **Development Permit No. 23-3** further described and identified on the map attached to and made a part of this Agreement as Exhibit "A" ("Property") and which is subject to the Landscape Plan attached hereto and made a part hereof by this reference as Exhibit "B"; and

WHEREAS, the Project will require a sewer collection and conveyance system to provide sewer service to be designed and built by Owner (the "System"); and

WHEREAS, said Owner is desirous of having the District provide sewer service to said Project and is willing to convey to the District the System after the construction thereof, contingent upon the District's acceptance of such conveyance on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Compliance with Law.** The Owner will comply with all applicable state, federal and local laws, statutes and ordinances and the District's ordinances, policies and regulations for planning and constructing the System ("Requirements"). The forgoing laws and regulations, as amended from time to time, are hereby incorporated herein by reference.

2. **District Expenses Covered**. The Owner shall deposit, with the District, costs to cover necessary engineering and other services, permits, inspections and sewer system connection costs in an amount estimated by the District. Said deposit shall be increased and/or replenished if District determines that the amount deposited is not sufficient to cover the costs as estimated by the District from time to time.

3. **Completion of Work**. The Owner shall contract for the design of the System by a licensed civil engineer experienced in the design of similar systems. The System to service the Project shall comply with the Requirements and construction plans for the same shall be presented to the District for approval by the District prior to the presentation thereof to Contractors for bidding purposes. Such System shall include all pipelines, pumps, manholes, lift stations,

cleanouts and appurtenances as required by District subject to the Requirements. The Owner shall at its sole cost and expense secure title to property, easements, and rights of way needed for the System prior to the commencement of construction and shall convey offers of dedication or grant deeds along with necessary roads for ingress and egress and for maintenance and operation of the sewer system. The Owner shall file a Notice of Completion upon completion of the sewer system.

4. **Licensed Contractor**. The Owner will contract for the services of a licensed and qualified contractor ("Contractor") to construct the System. Said contract shall be signed by Owner and the licensed Contractor. Said Contractor shall be currently licensed by the State of California with a General engineering Contractor, "A" license and/or other appropriate license needed to construct the System. Said Contractor shall be experienced in the construction of sewer systems and shall have been reviewed by the District and listed by the District as qualified contractors before a contract is signed and actual system construction begins. However, the District's approval of the Contractor shall in no way be deemed to impose on District any liability for the acts or omissions of said Contractor.

5. **Payment and Performance**. The entire cost of the construction of the System shall be paid by the Owner as and when the amounts are due in such regards. Owner and Contractor shall assure that such construction is inspected by District personnel for conformance with the approved plans and specifications and the Requirements. Whenever the Contractor desires to work outside the regular or specified work periods or to vary the work period during any particular day, Contractor shall request permission from the District at least 24 hours in advance so that inspection services may be provided. If the District grants permission and if the work period includes hours outside the normal work hours of the District, the Owner shall pay for the inspection services provided outside of normal work hours in accordance with established District rates. Construction shall not begin until the "Notice to Proceed" is given by the District inspector nor until the Owner, or other authorized party, completes a "CERTIFICATION OF STREETS TO FINAL GRADE" for the streets in which the sewer pipelines are to be constructed. District inspection is for the purpose of conformance of construction with District requirements, and not for compliance by the Contractor with safety requirements. Inspection or final acceptance shall not constitute a waiver by the District of any claims against Owner and/or Contractor for any defects in the work performed hereunder and shall not result in the imposition on District of any liability with regards to the same. Owner shall guarantee the completion of construction of the Work by one year after the date of this Agreement. Owner agrees to pay all costs incurred by the District as it may incur and as may be necessary in connection with Contractor completing the Work, including administrative costs.

6. **Insurance and Indemnity**. Owner's contractor shall provide required insurance certificates and endorsements as outlined below:

   6.1 Indemnification: To the extent permitted by law, Owner (as well as Contractor and any other contractors or subcontractors hired to do any construction work), shall defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from and against all claims, damages, and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused by any negligent act or omission of the Contractor, any subcontractor, anyone directly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the negligence, or willful

misconduct of the Mission Springs Water District, its directors, officers, employees, and authorized volunteers.

6.2 Minimum Insurance Requirements: The Owner shall require Contractor (including any contractors or subcontractors hired to do any construction work) to procure and maintain for the duration of the proposed construction, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the proposed construction and the activities of the Contractor, guests, agents, representatives, employees or contractors and subcontractors. The Owner's contractor shall provide and maintain the following commercial general liability, automobile liability, workers' compensation coverages as permitted by law:

6.3 Coverage: Coverage shall be at least as broad as the following:

a) **General Liability** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of at least two million dollars ($5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to MSWD) or the general aggregate limit shall be twice the required occurrence limit.

b) **Automobile Liability -** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

c) **Workers' Compensation Coverage –** By his/her signature hereunder, Owner certifies that it 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 it shall cause Contractor to comply with such provisions before commencing the performance of the work of this agreement. Contractors and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement. The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor will be required to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Mission Springs Water District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Mission Springs Water District; this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer.

d) Builder's Risk – (Course of Construction) if necessary- insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision.

e) Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than $5,000,000 per occurrence or claim, and $10,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

6.4 Required Provisions - The Commercial General Liability policies are to contain, or be endorsed to contain, the following provisions:

a) **Additional Insured Status:** MSWD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 12 05 09 or for projects including construction ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 including ongoing and completed operations), as respects: liability arising out of the work or activities performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations, and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, officers, employees, and authorized volunteers.

b) **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers; shall be excess of the Contractor's insurance and shall not contribute with it.

6.5 Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

6.6 Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII, or as otherwise approved by Mission Springs Water District.

The Contractor agrees and he/she will comply with such provisions before commencing project. All of the insurance shall be provided on policy forms and through companies satisfactory to Mission Springs Water District. Mission Springs Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsement pages. Failure to continually satisfy the Insurance requirements is a breach of contract.

6.7 Verification of Coverage: Contractor shall furnish the District with certificates and amendatory endorsements affecting coverage required by the above provisions. All certificates and endorsements are to be received and approved by the District least five days before the Contractor commences activities.

6.8 Contractors and Subcontractors: Contractor shall require and verify that all Contractors and subcontractors maintain the liability insurance requirements stated herein, and Contractor shall ensure that Mission Springs Water District, its directors,

officers, employees, and authorized volunteers are additional insureds on the commercial general liability insurance policy of all Contractors who hire subcontractors to perform work on the scheduled project with a form at least as broad as CG 20 38 04 13.

6.9 Continuation of Coverage: Contractor shall maintain for the duration of the contract, and for 5 years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Contractor shall be required to waive all rights of subrogation under this Agreement. If any of the required coverages expire during the term of this Agreement, the Contractor shall be required to provide a renewal Certificate including the Additional Insured endorsement to the District at least ten (10) days prior to the expiration date.

6.10 Other Considerations/Exceptions: When the Mission Springs Water District determines that any construction work may involve potential environmental pollution liability, the Commercial General Liability policy shall include Contractor's Pollution Liability –with limits no less than $5,000,000 per occurrence or claim, and $10,000,000 policy aggregate.

7. **Bonds**. Owner shall provide the District with bonds or evidence of bonds as follows:

   a) Performance bond with corporate surety or sureties satisfactory to the District said performance bond being for not less than one hundred percent (100%) of the total contract price.

   b) A labor and materials payment bond being for not less than one hundred percent (100%) of the total contract price.

8. **Notice of Completion**. The District's Inspector shall complete a "Notice of Final Inspection" when all work has been completed in accordance with District requirements and prior to the Acceptance of said sewer system by the District. An executed Notice of Completion shall be filed by the District. The Owner shall comply with the following requirements:

   a) A Bill of Sale executed by the Owner vesting title of said sewer system and appurtenances to the District;

   b) A copy of documents which verify the actual cost of the sewer system as installed.

   c) Payment to the District by the Owner of any and all applicable fees including, but not limited to Connection Charge, Fire flow or front footage fee, and meter installation fees.

9. **Warranty**. The Owner shall guarantee the entire work shall be constructed in a good and workman like manner and all materials furnished shall be new and of high quality and both of the forgoing will meet all the requirements specified herein. This warranty shall include both the quality of the workmanship and the materials used.

   a) The Owner shall agree to cause to be made any repairs or replacements made necessary by defective materials or workmanship in the pipe materials supplied which have become evident within one year after date of recording Notice of Completion, and to restore to full compliance with the requirements of these specifications, including the test requirements,

any part of the sewer system, which during said one-year period, is found to be deficient with respect to any provision of this specification.

b) The Owner shall make all repairs and replacements promptly upon receipt of written orders from MSWD or if, in the event the repair work must be performed by MSWD, shall reimburse MSWD for actual labor, equipment and material expenses incurred to perform such corrective work. If the Owner fails to make the repair and replacements promptly, MSWD may do the work, and the Owner shall be liable to MSWD for the cost thereof as described above.

10. **Sewer Services**. The District will not furnish service to the sewer system until the completed system passes final inspection by the District, and Owner has fully complied with all provisions of this Agreement. Following fulfillment of the terms and conditions herein and acceptance by the District of said sewer system, the District will provide service to said lands in accordance with the District's rules and regulations governing the provisions of such service. District requires that a permanent meter must be installed prior to landscaping.

11. **Successors and Assigns**. This agreement is binding on the assigns of the District and on the assigns, successors and representatives of the Owner. Assignment of this agreement by the Owner shall require the prior written consent of the District.

12. **Contractor's License**. The Contractor must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. The Owner and Contractor shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

13. **Corporation In Good Standing**. If Contractor and/or Owner is a corporation or other entity, the undersigned hereby represents and warrants that the corporation or other entity is duly incorporated and in good standing in the State of California, and that the undersigned is authorized to act for and bind the corporation.

14. **Provisions Required by Law.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

15. **Attorneys' Fees**. In the event that either party brings an action to enforce this Agreement, the prevailing party in such action shall be entitled to an award of the costs and expenses incurred in connection with such action including but not limited to attorneys fees, expert witness fees, and filing fees.

16. **Entire Agreement**. This Agreement and the Exhibits and Recitals to this Agreement, which are incorporated herein by this reference, constitute the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

EXHIBITS:

Project Overview Map – Exhibit A
Approved Landscape Plan – Exhibit B

MISSION SPRINGS WATER DISTRICT

By:_____

Name:_____

Title:_____

Date:_____

OWNER

Company: Amazon.com Services LLC

By:_____

Name: Jason Smith

Title: Authorized Signatory

Date: August 30, 2024

66575 Second Street, Desert Hot Springs, CA 92240 • www.mswd.org • p 760.329.6448 • f 760.329.2482

PUBLIC WATER AND SEWER IMPROVEMENT BONDING AGREEMENT FOR:
Development Permit No. 23-3

THIS AGREEMENT made and entered into this 30 day of August, 2024 by and between, Amazon.com Services LLC, a Delaware limited liability company, ("Owner") and the MISSION SPRINGS WATER DISTRICT, a County Water District, ("District").

RECITALS

WHEREAS, the Owner is the owner and developer of land in the City of Desert Hot Springs, County of Riverside, State of California, generally described as follows:

See Exhibit "A" attached hereto and made a part hereof by this reference.

WHEREAS, said Owner will cause the completion of the Project known as Development Permit No. 23-3, an industrial project commonly known as 'Project Viento' ("Project"), and the Project requires water and sewer, lift station and force main improvements to facilities to be owned and maintained by the District for the proposed development project ("Project"), and;

WHEREAS, said Owner has prepared and submitted water and sewer, lift station and force main improvement plans ("Plans") for the Project to the District for the construction of said improvements which District has approved prior to the date of this Agreement, and;

WHEREAS, said Owner is desirous of complying with the requirements of the District, relative to the installation and payment for the water and sewer, lift station and force main improvements provided in the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the approval by the District of the proposed Plans required for the development and recordation with the County Recorder of the Map within the City of Desert Hot Springs, the Owner agrees that the foregoing Recitals are hereby incorporated by reference and it will comply with the following requirements:

Within one (1) year from the date hereof, said Owner shall cause the water and sewer, lift station and force main improvements to be constructed in accordance with all agreements, the Plans, the Mission Springs Water District policies, rules, regulations, ordinances and resolutions and standards, the Project plans, the Subdivision Map Act, and all applicable state, federal and local laws, regulations, ordinances and policies, all of which are hereby incorporated herein by this reference.

Handed you herewith is a Surety Bond (Faithful Performance and Warranty a copy of which is attached hereto as Exhibit "B") executed August 7, 2024 in the sum of Nine Million Three Hundred Fifty Thousand Six Hundred Ninety-Seven Dollars and 60/100 ($9,350,697.60), guaranteeing the faithful performance of this Agreement and Warranty for one (1) year from date of final acceptance by the Mission Springs Water District Board of Directors, together with a Payment Bond in the sum of Nine Million Three Hundred Fifty Thousand Six Hundred Ninety-Seven Dollars and 60/100 ($9,350,697.60), securing payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the improvements a copy of which is attached hereto as Exhibit "C"

IT IS UNDERSTOOD and AGREED, that upon completion of the work in accordance with all agreements, state, federal and local laws, regulations, ordinances and policies and acceptance thereof by the Mission Springs Water District, said Payment Bond shall be exonerated and the Faithful Performance/Warranty Bond shall continue in force for one (1) year (warranty period) after the date of final acceptance by Mission Springs Water District.

The Bonds required by this Agreement shall be kept on file with the District and they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a A.M. Best's Insurance Guide rating of no less than A:VII. The terms of any documents evidencing such Improvement Securities as set forth in this paragraph are incorporated into this Agreement by this reference as if set forth fully herein.

IN WITNESS WHEREAS, the undersigned have affixed their signatures at Desert Hot Springs, California the day and year first above written.

MISSION SPRINGS WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

OWNER

Owner: Amazon.com Services LLC.

By: _____

Name: Jason Smith

Title: Authorized Signatory

Date: August 30, 2024

ATTEST

By: _____

Name: Riley Jaime

Title: Notary Public

RILEY FRANCES JAIME
COMMISSION EXPIRES
08/31/2027
NOTARY
PUBLIC
Commission Number 180629
STATE OF WASHINGTON

EXHIBIT "A'

INSERT LEGAL DESCRIPTION OF PROJECT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL B OF THAT CERTAIN LOT LINE ADJUSTMENT NO. LLA NO. 01-17, RECORDED SEPTEMBER 7, 2017 AS INSTRUMENT NO. 20170371872 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER (NE1/4) AND A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 120.00 ACRES OF LOT 1 OF A RECORD OF SURVEY, FILED IN RECORD OF SURVEYS BOOK 17, PAGES 37 AND 38 OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ONE-QUARTER (C1/4) CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;
THENCE NORTH 00°19'18" EAST ALONG THE NORTH-SOUTH CENTER ONE-QUARTER (N-S C1/4) SECTION LINE OF SAID SECTION 14 AND THE WESTERLY LINE OF LOT 1 OF A RECORD OF SURVEY, FILED IN RECORD OF SURVEYS BOOK 17, PAGES 37 AND 38 OF OFFICIAL RECORDS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A DISTANCE OF 492.96 FEET;
THENCE NORTH 88°41'15" EAST, A DISTANCE OF 1,649.16 FEET TO THE EASTERLY LINE OF LOT 1 OF SAID RECORD OF SURVEY;
THENCE SOUTH 00°53'50" WEST ALONG THE EASTERLY LINE OF LOT 1 OF SAID RECORD OF SURVEY, A DISTANCE OF 504.25 FEET TO THE EAST-WEST CENTER ONE-QUARTER (E-W C1/4) SECTION LINE OF SAID SECTION 14;
THENCE SOUTH 89°04'30" WEST ALONG THE EAST-WEST CENTER ONE-QUARTER (E-W C1/4) SECTION LINE OF SAID SECTION 14, A DISTANCE OF 1,643.81 FEET TO THE POINT OF BEGINNING.

APN: 666-370-032-9

EXHIBIT "B"

Faithful Performance and Warranty Bond

MISSION SPRINGS WATER DISTRICT

FAITHFUL PERFORMANCE BOND

Bond No. K4049845A

Project Viento Development Permit No. 23-3

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Amazon.com Services LLC, (hereinafter designated as "Principal") has executed a Public Water and Sewer System Improvement Bonding Agreement ("Agreement" herein) with the Mission Springs Water District, a county water district and public agency of the State of California (the "District" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof certain designated public improvements generally identified as follows:

Project Viento Project - Development Permit No. 23-3

; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and Federal Insurance Company, as Surety, are held and firmly bound unto the District in the penal sum of Nine Million Three Hundred Fifty Six Hundred Ninety Seven and 60/100 Dollars ($9,350,697.60***), lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the District in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgement.

"PRINCIPAL"

Amazon.com Services LLC
(Type name of Principal)

410 Terry Ave N.
(Street Address)

Seattle	WA	98109
(City)	(State)	(Zip)

By: Jason Smith

Authorized Signatory
(Title of officer)

Date: August 30, 2024

OWNER: Amazon.Com Services, LLC

Dated this 30 day of August, 2024.

(Owner Signature)

Jason Smith
(Print Name)

Acknowledgements

STATE OF WASHINGTON)
: ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jason Smith is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Authorized Signatory of Amazon.com Services LLC, a Delaware limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 30th day of August, 2024.

RILEY FRANCES JAIME
COMMISSION EXPIRES
08/31/2027
NOTARY
PUBLIC
Commission Number 180629
STATE OF WASHINGTON

[Signature of Notary]

Riley Jaime
[Print Name of Notary]

Notary Public in and for the State of WA, residing at Seattle

My commission expires: 8/31/27

"SURETY"

Federal Insurance Company
(Type name of Surety)

202 B Halls Mill Road
(Street Address)

Whitehouse Station NJ 08889-3454
(City) (State) (Zip)

By: Krista M. Lee
(Signature of authorized officer)

Krista M. Lee, Attorney-in-Fact
(Title of officer)

Date: August 7, 2024

APPROVED BY DISTRICT:

Brian Macy, General Manager

EXHIBIT "C"

Payment Bond

MISSION SPRINGS WATER DISTRICT

Bond No. K4049845A

PAYMENT BOND

Project Viento Development Permit No. 23-3

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Amazon.com Services LLC, (hereinafter designated as "Principal") has executed a Public Water and Sewer System Improvement Bonding Agreement ("Agreement" herein) with the Mission Springs Water District, a county water district and public agency of the State of California (the "District" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:

Project Viento Project - Development Permit No. 23-3

; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the District a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and Federal Insurane Company, as Surety, are held firmly bound unto the District and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Nine Million Three Hundred Fifty Six Hundred Ninety Seven and 60/100---------- ---------- Dollars ($ 9,350,697.60****), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, and

under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgement.

"PRINCIPAL"

Amazon.com Services LLC
(Type name of Principal)

410 Terry Ave N.
(Street Address)

Seattle	WA	98109
(City)	(State)	(Zip)

By: Jason Smith

Authorized Signatory
(Title of officer)

Date: August 30, 2024

"SURETY"

Federal Insurance Company
(Type name of Surety)

202B Halls Mill Road
(Street Address)

Whitehouse Station NJ 08889-3454
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Krista M. Lee, Attorney-in-Fact
(Title of officer)

Date: August 7, 2024

APPROVED BY DISTRICT:

_____
Brian Macy, General Manager

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Krista M. Lee

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **19th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **19th** day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 7, 2024

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

State of Washington
County of King } ss:

On August 7, 2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Krista M. Lee

known to me to be Attorney-in-Fact of Federal Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 28, 2028

Tevy Lor

Notary Public



OWNER: Amazon.Com Services, LLC

Dated this 30 day of August, 2024.

(Owner Signature)

Jason Smith
(Print Name)

Acknowledgements

STATE OF WASHINGTON)
: ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jason Smith is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Authorized Signatory of Amazon.com Services LLC, a Delaware limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 30th day of August, 2024.

RILEY FRANCES JAIME
COMMISSION EXPIRES 08/31/2027
NOTARY PUBLIC
Commission Number 180629
STATE OF WASHINGTON

[Signature of Notary]

Riley Jaime
[Print Name of Notary]

Notary Public in and for the State of Washington, residing at Seattle, WA

My commission expires: 8/31/27

AGENDA STAFF REPORT

MEETING NAME: **BOARD OF DIRECTORS REGULAR MEETING**

MEETING DATE(S): **SEPTEMBER 12 & SEPTEMBER 16, 2024**

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

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

AUTHORIZATION FOR PURCHASE OF BOOSTER PUMP CONTROL VALVES FOR THE TERRACE BOOSTER STATION

STAFF RECOMMENDATION

Authorize the General Manager to approve the purchase of six Cla-Val booster pump control valves for the Terrace Booster Station from Core & Main for a not to exceed amount of $86,819.86.

SUMMARY

The District uses booster pump control valves for the smooth start and stop of booster pump stations. During the last maintenance cycle Water Production Department staff determined that the valves at the Terrace Booster Station were significantly deteriorated and needed to be replaced. It is requested that each of the six booster pumps at the site be equipped with new booster pump control valves to ensure continued operation and protection of the system.

ANALYSIS

The replacement valves will ensure that each booster pump starts and stops smoothly, eliminating the risk of a water hammer or surge in the distribution system. Additionally, the new valves will prevent reverse flow from the upper zones (High Northridge and High Desert View zones) into the lower Terrace zone, thereby enhancing operational efficiency and system integrity. Failure to implement these upgrades will result in operational inefficiencies and potential system disruptions/failures. Three quotes were received and attached for your review, with Core & Main being the lowest price.

FINANCIAL DATA		
Cost Associated with this action:	$86,820	
Current FY cost:	$86,820	
Future FY cost:	$0	
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:	FY24/25	
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	201 - Water	
BID/Job#	11859	
Current BID/Job balance	$122,617	
Balance remaining if approved:	$25,797	

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The total cost for the requested valves is $86,819.86, including four 6” valves at $11,823.95 each, two 8” valves at $16,639.74 each, and sales tax of $6,244.58. Installation will be carried out by MSWD staff. All material and installation costs have been included in the FY24/25 budget. This action is consistent with Strategic Plan Smart Goal 4.3 Maintain and renew assets while facilitating strategic Capital Improvements.

ATTACHMENTS

Equipment Price Quotes from: Core & Main, Ferguson Waterworks, and Western Water Works

Bid Proposal for CLA-VAL

CUSTOMER

MISSION SPRINGS WATER DISTRICT
66575 2ND ST
DESERT HOT SPRINGS, CA 92240

Job
CLA-VAL
DESERT HOT SPRINGS , CA
Riverside County
Bid Date: 08/30/2024
Bid #: 3645252

CONTACT

Sales Representative
Lucy Sanchez
(T) 909-883-8941
Lucy.Sanchez@coreandmain.com

Core & Main
2468 Miramonte Drive
San Bernardino, CA 92405
(T) 9098838941

NOTES

Bid Proposal for CLA-VAL

MISSION SPRINGS WATER DISTRICT
Job Location: DESERT HOT SPRINGS , CA
Bid Date: 08/30/2024
Core & Main Bid #: 3645252

Core & Main
2468 Miramonte Drive
San Bernardino, CA 92405
Phone: 9098838941
Fax: 9098814041

Seq#	Qty	Description	Units	Price	Ext Price
10	4	6 60-11 BOOSTER PUMP GLOBE DI	EA	11,823.95	47,295.80
		150 FLG ENDS, FBE IN&OUT			
		SST TRIM & SST FASTENERS			
		SST RIGID TUBING & SST FITTINGS			
		INCLUDES FOLLOWING OPTIONS			
		X43 FLOW CLEAN STRAINER			
		CK2 SST BALL VALVES			
		PRESSURE GAUGE(S)			
		X105LCW CLOSING LIMIT SWITCH			
		WEATHERPROOF			
		KC EPOXY COATING			
		KX OPTIONS			
		SST TUBING & FITTINGS			
		GAUGES 0-300 & 00200 PSI			
150	2	8 60-11 BOOSTER PUMP GLOBE DI	EA	16,639.74	33,279.48
		150 FLG END, FBE IN&OUT			
		SST TRIM AND SST FASTENERS			
		SST RIGID TUBING & SST FITTINGS			
		INCLUDES THE FOLLOWING OPTIONS			
		X43 FLOW CLEAN STRAINER			
		CK2 SST BALL VALVES			
		PRESSURE GAUGE(S)			
		X105LCW CLOSING LIMIT SWITCH			
		WEATHERPROOF			
		KC EPOXY COATING			
		KX OPTIONS			
		SST TUBING & FITTINGS			
		GAUGES 0-300 & 0-200 PSI			
				Sub Total	**80,575.28**
				Tax	6,244.58
				Total	**86,819.86**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

FERGUSON WATERWORKS #1088
1502 COLUMBIA AVE
RIVERSIDE, CA 92507-2014

Phone: 951-674-1323
Fax: 951-674-1084

Deliver To:
From: Jacob Alonzo
jacob.alonzo@ferguson.com
Comments:

11:55:38 AUG 23 2024

FERGUSON WATERWORKS #1083
Price Quotation
Phone: 951-674-1323
Fax: 951-674-1084

Bid No: B481055
Bid Date: 08/23/24
Quoted By: JJA

Cust Phone: 760-329-6448
Terms: NET 30 DAYS

Customer: MISSION SPRINGS WATER DIST
66575 2ND STREET
ATTN: A/P
DESERT HOT SPRINGS, CA 92240

Ship To: MISSION SPRINGS WATER DIST
66575 2ND STREET
ATTN: A/P
DESERT HOT SPRINGS, CA 92240

Cust PO#:

Job Name: CLAVAL REVISED

Item	Description	Quantity	Net Price	UM	Total
SP-C6011BPYKCX6	6" 60-11BPYKCX D/S CL150FL * DUCTILE IRON, GLOBE PATTERN STYLE BODY * ANSI 150 FLANGED ENDS * NSF61 FUSION BONDED EPOXY LINED AND COATED * SST TRIM AND SST FASTENERS * SST RIGID TUBING & SST FITTINGS * INCLUDES THE FOLLOWING OPTIONS: *B- CK2 SST BALL VALVES *P- PRESSURE GAUGE(S) *Y- Y STRAINER *X105LCW- CLOSING LIMIT SWITCH (WEATHERPROOF) *KX- EPOXY COATING ----	4	11949.000	EA	47796.00
SP-C6011BPYKCX8	8" 60-11BPYKCX D/S CL150FL SAME SPECIFICATIONS AS 6" VALVES ---- LEAD TIME = 4-6 WEEKS	2	16815.000	EA	33630.00

Net Total:	$81426.00
Tax:	$6310.52
Freight:	$0.00
Total:	$87736.52

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1083&on=12977

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1083
Price Quotation

Fax: 951-674-1084

11:55:38 AUG 23 2024
Reference No: B481055

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1083&on=12977

WESTERN WATER WORKS
SUPPLY COMPANY

PROPOSAL SUBMITTED BY:

COACHELLA
85-998 JONES CT
COACHELLA, CA - 92236
PHONE: (909)597-7000
FAX:

www.wwwsco.com

PROPOSAL

QUOTE DATE	EXPIRATION DATE	QUOTE NO.
07/12/24	08/11/24	1409651-00

PLEASE REVIEW THIS PROPOSAL VERY CAREFULLY. THANK YOU FOR YOUR CONSIDERATION.

MATERIALS PRICING & AVAILABILITY:
Due to unprecedented global commodity supply issues, material pricing and availability cannot be guaranteed for any set period of time. Please contact your Western Water Works representative for the current status as this issue is fluid and changes regularly.

DUE TO SUPPLY CHAIN ISSUES, THESE ARE THE ESTIMATED LEAD TIMES FOR MATERIALS:
- **Valves - 4 to 8 weeks**
- **Hydrants - 6 to 8 weeks**
- **PVC Pipe - 2 to 4 weeks**
- **DI Pipe - 8 to 12 weeks**
- **Service Brass - 40 to 48 weeks**
- **DI Fittings - 2 to 4 weeks**
- **Sewer Fittings - 2 to 4 weeks**
- **Meter Boxes - 12 to 24 weeks**

We can only hold prices in this proposal on a 15/30 basis, which means prices are firm for 15 days, and material must ship within 30 days.

WARNING:
Cancer and Reproductive Harm-
www.P65Warnings.ca.gov

WESTERN WATER WORKS
SUPPLY COMPANY
85-998 JONES CT COACHELLA, CA - 92236
PHONE: (909)597-7000 | FAX:

PROPOSAL

QUOTE DATE	EXPIRATION DATE	QUOTE NO.
07/12/24	08/11/24	1409651-00
	JOB ID	PAGE NO.
	60G-11 CLA VALS	1

CUST #: **4021**

BILL TO
MISSION SPRINGS WATER DIST
66575 SECOND ST
DESERT HOT SPGS, CA 92240

SHIP TO
MISSION SPRINGS WATER DIST
PARK LN EAST OF PALM DR
END OF THE BLOCK RT SIDE
DESERT HOT SRGS, CA 92240

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	COACHELLA	OUR TRUCK		NET 30 DAYS

CONTACT	CHAD FINCH
PHONE	(760)329-6448
EMAIL	cfinch@mswd.org

LN	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE	NET AMOUNT
	-						
	PLEASE REVIEW ALL INFORMATION CAREFULLY FOR ACCURACY AS						
	MATERIAL IS NON-STOCK SPECIAL ORDER AND IS NON-CANCELLABLE						
	AND NON-RETURNABLE						
	-						
	APPROXIMATE LEAD TIME 4-6 WEEKS ARO						
	-						
1	60G-11BYPKCX-06#	4		4	EA	11949.00	47796.00
	6 CLA VAL BOOSTER PUMP CONTROL VLV D/S 150# FLG						
	EPOXY CSM-11 A-2-2 120/60 P-1 0-300 PSI P-2 0-200 PSI X=ALL						
	STAINLESS STEEL EXTERNAL TUBING & FITTINGS						
2	60G-11BYPKCX-08#	2		2	EA	16816.00	33632.00
	8 CLA VAL BOOSTER PUMP CONTROL VLV D/S 150# FLG						
	EPOXY CSM-11 A-2-2 120/60 P-1 0-300 PSI P-2 0-200 PSI X=ALL						
	STAINLESS STEEL EXTERNAL TUBING & FITTINGS						

2	Lines Total	Qty Shipped Total	6	Total	81428.00
				Taxes	6310.67
				Invoice Total	87738.67

WARNING:
Cancer and Reproductive Harm-
www.P65Warnings.ca.gov

PROPOSAL

QUOTE DATE	EXPIRATION DATE	QUOTE NO.
07/12/24	08/11/24	1409651-00

Terms and Conditions of Sale:

All products and materials offered for sale are subject to these "Terms and Conditions of Sale." Quoted prices may be subject to a price adjustment after the expiration date noted due to a price adjustment from our vendor. The list of materials described in this agreement, and the quantity shown herein, represents our interpretation of the plans and specifications, if any, and is for estimating purposes only. It is not guaranteed for accuracy or completeness, but is furnished only as a guide. The obligation and the responsibility for ordering correct types and verifying quantities of materials rest solely with the Purchaser.

It is the Purchaser's responsibility to inspect materials for damage or shortage at the time of delivery. Claims for damage or shortage must be acknowledged at the time of delivery. Purchaser shall furnish people and equipment to unload material.

Material may not be returned without our consent and a copy of the invoice or delivery ticket.

a) Standard items normally carried in our inventory and returned in a new condition, may be subject to a restocking charge.
b) Non-standard items (non-stocking) will be subject to a restocking charge and no credit will be given until such credit is received by us from our vendor, less freight.

We shall not be responsible for shipment delays caused by strikes, embargos, fires, accidents, or any other causes beyond our control.

Purchaser agrees to pay in full and according to the terms of the sale as indicated on our invoices which is NET 30 DAYS unless stated otherwise. If Purchaser fails to pay according to terms, Purchaser agrees to pay a late charge at the highest legal rate per month on past due invoices. Should an attorney or a collection agency be employed by us to collect on any debts of the Purchaser, the Purchaser agrees to pay all actual cost of collection, attorney's fees, costs and interest on the past due amount.

Materials are warranted only under the conditions and to the extent that they are warranted by the manufacturer(s). We assume no liability of any kind for any direct or indirect damages including, but not limited to, labor cost, expenses, project delays or any type of consequential damages resulting from the use of the material claimed to be defective.

The terms and conditions of this agreement are the entire integrated agreement between the parties hereto and shall supersede all previous communications, representations or agreements either oral or written between the parties. Any order placed, orally or in writing, pursuant to the terms of this proposal shall be deemed acceptable of its terms, conditions, and pricing.

WARNING:
Cancer and Reproductive Harm-
www.P65Warnings.ca.gov

AGENDA STAFF REPORT

MEETING NAME: **BOARD OF DIRECTORS REGULAR MEETING**

MEETING DATE(S): **SEPTEMBER 12 & SEPTEMBER 16, 2024**

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

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

AUTHORIZATION FOR PURCHASE OF REPLACEMENT HEAVY EQUIPMENT AS APPROVED IN THE CAPITAL BUDGET

STAFF RECOMMENDATION

Authorize the General Manager to approve the purchase of 2024 John Deere 210P skip loader heavy equipment from RDO Equipment Co. for a not to exceed the amount of $133,000.00 as approved in the FY2024-25 Capital Budget.

SUMMARY

Staff have identified the need to replace older heavy equipment with new modern heavy equipment. As part of that effort, staff applied for and received a grant from the South Coast Air Quality Management District (SCAQMD) under the 2023 Carl Moyer Program for equipment replacement to generate cost-effective and surplus air emission reductions within the geographical boundaries of the SCAQMD. This effort will decommission the District's existing Unit 367, a CASE 570MXT skip loader, and replace it with a new 2024 John Deere JD210P skip loader.

ANALYSIS

The District owns and operates a CASE 570MXT skip loader that was built in 2004 and has a Tier 2 engine. The purchase of a new John Deere JD210P skip loader will have a Tier 4 engine which will improve fleet compliance with SCAQMD. To encourage a reduction in emissions, SCAQMD has developed a grant program to help offset the cost of the purchase of a new skip loader and remove the CASE 570MXT skip loader from service. The new equipment will also help to streamline operational efficiency, improve productivity, and ensure a safer work environment for our Wastewater Department staff at the Horton WWTP.

FINANCIAL DATA		
Cost Associated with this action:		$132,946
Current FY cost:		$132,946
Future FY cost:		$0
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:		FY24/25
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		201 - Water
BID/Job#		11839
Current BID/Job balance		$157,300
Balance remaining if approved:		$24,354

FISCAL IMPACT & STRATEGIC PLAN IMPLEMENTATION

The total cost for the purchase of the John Deere JD210P skip loader is $132,945.65 and is already included in the approved FY24-25 Capital Budget. SCAQMD will reimburse the District for $54,600.00 of the total costs, reducing the total cost to $78,345.65 for the new equipment. This action is consistent with Strategic Plan Smart Goal 2.1 - Ensure excellence in regulatory compliance.

ATTACHMENTS

RDO Equipment Price Quote
South Coast AQMD Agreement No. C24283

Retail Purchase Order

RDO Equipment Co.
20 Iowa Avenue
Riverside CA, 92507
Phone: (951) 778-3700 - Fax: (951) 778-3746

WARNIN
Warning: Cancer and Reproductive Harm.
For more Information go to:
www.P65Warnings.ca.gov

Bill To:
MISSION SPRINGS WATER DISTRICT
66575 2ND ST
DESERT HOT SPRINGS, CA, 922403715
RIVERSIDE ()
(760) 329-6448

Ship To:
MISSION SPRINGS WATER DISTRICT
14501 PARK LN
DESERT HOT SPRINGS, , 92240
(760) 329-6448

Purchase Order Date:	8/19/2024
Purchase Order #:	1809442
Purchaser Account #:	6448003
Customer Purchaser Type:	Governmental - State/Province
Customer Market Use:	Underground - Gas/Water/Electric
Location of First Working Use:	DESERT HOT SPRINGS, , 92240
Dealer Account Number:	177637
Sales Professional:	Jim Davis
Phone:	(951) 778-3700
Fax:	
Email:	jmdavis@rdoequipment.com

Comments

MAKE: JOHN DEERE
MODEL: 210P
ENGINE HORSEPOWER:100HP
ENGINE FAMILY: PJDXL04.5317
EXECUTIVE ORDER:U-R-004-0645
ENGINE MODEL: JOHN DEERE POWERTECH PLUS 4045HL050 (276 CU. In)
FINAL TIER 4 LATEST AVAILABLE TECHNOLOGY

Equipment Information

Quantity	Serial Number / Stock Number	Hours (approx.)	Status / Year / Make / Model / Additional Items	Cash Price
1	TBD TBD	0	New 2024 JOHN DEERE 210P	$182,788.00
			Freight in John Deere Factory Freight In	$4,850.00
			Freight Out Freight to Desert Hot Springs	$500.00
			Prep / Reconditioning PDI/FUEL/EIN/DEF	$1,950.00
			Outside Parts and Labor Install Radio	$195.00
			Customer Discount Source Well Discount 39% Contract#011723-JDC Member ID#155101	($71,287.32)
			Warranty -John Deere Power Train & Hyd.-60 Months, 3000 Hours,Deductible: 0, Exp Date: 8/19/2029	$3,388.00
1	TBD TBD	0	Attachment - New 2024 JOHN DEERE CB11487907	$999.75
			Equipment Subtotal:	**$123,383.43**

Purchase Order Totals

Balance:	$123,383.43
CA STATE TAX:	$7,403.01
CA COUNTY TAX:	$308.46
CA SPECIAL TAX:	$1,850.75
Sales Tax Total:	$9,562.22
Sub Total:	$132,945.65
Cash with Order:	$0.00
Balance Due:	**$132,945.65**

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as “Trade In” to the Dealer at or prior to the time of delivery of the above Product(s), as a “trade-in” to be applied against the cash price. Purchaser represents that each “trade-in” item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each “trade-in” item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims or a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer.Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the “Purchaser”) hereby orders the product (the “Product”) described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in “AS IS” condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature) (Date Accepted)

(Authorized Signature of Dealer) (Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature) Date Accepted

(Account Manager's Signature) Date Accepted

Standard Warranty Acknowledgement:

(Delivered On) (Warranty Begins) (Customer's Intials) (Account Manager's Initials)

Extended Warranty Oil Sampling Acknowledgement:

(Customer's Initials) (Account Manager's Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 JOHN DEERE 210P	17J0T 210 P-tier Tractor Loader 0202 United States 0259 English 1004 Ultimate Cab 1053 Seat - Suspension Cloth Enhanced with Tilt Steering for Cab 8030 Fire Extinguisher Mounting Bracket 8159 Machine Security (Software Installed) 8283 Hand Throttle 183E JDLinkâ„¢ 3006 Powershift Transmission - Mechanical Front Wheel Drive (MFWD) with Open Differential 6151 Single Battery 6522 Dual Tilt Cylinders 8271 Rear Weight - 700 lb. 8273 Wheel Weights 7037 Two-Function Loader Hydraulics, Single Lever 8202 Manual Ride Control 7853 86 in. (2.18 m.) General Purpose Bucket, 1.13 cu. yd. (0.86 cu. m.) 8274 84 in. (2.13 m.) Box Blade 8282 Single Position Drawbar 8115 MFWD Driveshaft Guard 8284 Transmission Guard BYT12807 Rotating Beacon Kit
1	TBD	2024 JOHN DEERE CB11487907	CB11487907 AM/FM/CD CAB RADIO

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & Canada

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

   Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

   Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

   StructurALL Warranty does not apply to:
   1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
   2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
   3. Cut-to-Length Forestry Heads and Slash Bundler Units.
   4. Crawlers equipped with optional side booms.
   5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
   6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate
6. Additional Cleaning - Above Dealer Labor Rate
7. Rental Fees
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, or other accidents.
9. Premiums charged for Overtime Labor
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. Topping off fluids when fluid levels fall in the range between low and full
21. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
22. Attachments installed aftermarket – i.e., Winch not installed at factory.
23. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
24. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

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South Coast Air Quality Management District

Agreement No. **C24283**
Carl Moyer Program

This Agreement consists of 21 pages.

1. PARTIES

The parties to this Agreement ("Agreement") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and Mission Springs Water District (referred to here as "RECIPIENT") whose address is 66575 Second Street, Desert Hot Springs, California 92240.

2. RECITALS

A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. SCAQMD is authorized to enter into this Agreement under California Health and Safety Code Section 40489. This Carl Moyer Program-funded Agreement will provide funding for eligible Equipment in order to generate cost-effective (if applicable) and surplus air emission reductions within the geographical boundaries of the South Coast Air Quality Management District. Accordingly, the parties desire to enter into this Agreement for the project described in Attachment 1 - Statement of Work, attached here and made a part here by reference.

B. RECIPIENT is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.

C. All parties to this Agreement have had the opportunity to have this Agreement reviewed by their attorney.

D. "Equipment," as used in this Agreement, means the equipment described in Attachment 1 - Statement of Work and funded in whole or in part by the Carl Moyer Program, which may include, but is not limited to, trucks, engines, marine vessels, retrofit devices, infrastructure, cargo handling equipment and/or locomotives, as applicable.

3. PERFORMANCE REQUIREMENTS

A. RECIPIENT agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees. RECIPIENT further agrees to immediately notify SCAQMD in writing of any change in its licensing status which has a material impact on the RECIPIENT's performance under this Agreement.

B. RECIPIENT shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. Unless otherwise stated herein, all reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Agreement.

C. RECIPIENT shall perform all tasks set forth in Attachment 1 - Statement of Work, and RECIPIENT represents and warrants that it has no business, professional, personal or other interest that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises during the term of this Agreement, RECIPIENT shall immediately inform SCAQMD in writing, and SCAQMD may, in its sole judgment, terminate this Agreement immediately upon written notice to RECIPIENT.

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D. RECIPIENT shall require its subcontractors to abide by the requirements set forth in this Agreement.

4. TERM

The term of this Agreement is from the last date of execution by the parties, which is the effective date of this Agreement, to April 30, 2028, unless further extended by amendment of this Agreement in writing. Except as otherwise provided herein, no work shall commence until this Agreement is fully executed by all parties. RECIPIENT assumes all financial risk and is in no way guaranteed Carl Moyer Program funds for work done prior to the effective date of this Agreement. The Agreement term above encompasses both the project completion and project implementation periods, as described below, to ensure that the SCAQMD and the California Air Resources Board ("CARB") can fully enforce the terms of this Agreement during the life of this Carl Moyer Program-funded project.

A. Project Completion - Project completion is the time frame starting with the date of Agreement execution by both parties to the date the project post-inspection confirms that the project has become operational. This includes the time period when the Equipment described in Attachment 1 - Statement of Work is ordered, delivered and installed.
B. Project Implementation - The project implementation time frame is the second part of the Agreement term and equals the project life, which is the number of years that the Equipment must operate as specified in the Attachment 1 - Statement of Work to obtain surplus emissions reductions that are cost-effective. RECIPIENT is required to operate and maintain the Carl Moyer Program-funded Equipment according to the terms of this Agreement for the full project implementation period.

5. TIME PERIOD FOR AGREEMENT EXECUTION

This Agreement must be signed by the RECIPIENT and received by SCAQMD within sixty (60) days from the receipt of the Agreement by the RECIPIENT. Failure to timely sign and return the Agreement to SCAQMD may result in the withdrawal of the award. Time is of the essence in executing this Agreement.

6. TERMINATION

A. RECIPIENT's failure to comply with any term or condition of this Agreement shall constitute a material breach of this Agreement. The SCAQMD will either notify the RECIPIENT that it must timely cure this breach, or provide ten (10) days' written notification of SCAQMD's intention to terminate this Agreement. The SCAQMD reserves all rights under law and equity to enforce this Agreement or to recover damages.
B. SCAQMD reserves the right to terminate this Agreement, in whole or in part without cause upon thirty (30) days' written notice. Once such notice has been given, RECIPIENT shall, except as otherwise directed by SCAQMD, discontinue any work being performed under this Agreement and cancel all of RECIPIENT's orders in connection with such work, and shall use its best efforts to terminate existing subcontracts upon terms satisfactory to the SCAQMD. Thereafter, RECIPIENT shall perform only such services as may be necessary to preserve and protect any work already in progress and to dispose of any property as requested by SCAQMD. RECIPIENT shall also promptly deliver to SCAQMD all copies of documentation and other information and data prepared or developed by RECIPIENT under this Agreement. RECIPIENT will be paid in accordance with this Agreement for work performed before the effective date of termination.
C. Should RECIPIENT terminate this Agreement in whole or in part prior to the completion of the Agreement term, such as in the event of an accident resulting in total loss of the Equipment or where

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the Equipment has been stolen, RECIPIENT shall notify the SCAQMD within 10 business days and must submit written documentation to SCAQMD, such as police and/or insurance reports as well as any other information requested by SCAQMD. RECIPIENT will, at the discretion of SCAQMD, be responsible either for returning to SCAQMD a pro-rated share of the funds already paid under the Agreement, in an amount to be determined by SCAQMD, or for providing a substitute equipment that meets the specifications of the replacement or repowered Equipment as described in the Attachment 1 - Statement of Work.

7. STOP WORK

SCAQMD may, at any time, by written notice to RECIPIENT, require RECIPIENT to stop all or any part of the work tasks in this Agreement. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, RECIPIENT shall immediately take all necessary steps to comply with the order. RECIPIENT shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. RECIPIENT agrees and understands that RECIPIENT will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

8. INSURANCE

A. RECIPIENT shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Agreement.
B. RECIPIENT shall furnish evidence to SCAQMD of general liability insurance with a limit of at least $1,000,000 per occurrence, and $2,000,000 in a general aggregate prior to commencement of any work on this Agreement. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by RECIPIENT to SCAQMD.
C. RECIPIENT shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least $100,000 per person and $300,000 per accident for bodily injuries, and $50,000 in property damage, or $1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Agreement. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by RECIPIENT to SCAQMD.
D. If RECIPIENT fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to RECIPIENT or terminate this Agreement for breach.
E. All insurance certificates must be sent to SCAQMD Risk Management, by email (insurancecertificate@aqmd.gov) or by fax (909-396-3979). **The SCAQMD Agreement Number must be included on the face of the certificate.**
F. RECIPIENT agrees to maintain the above required insurance as well as property insurance with sufficient limits to cover the loss of the Equipment. RECIPIENT must provide updates on the insurance coverage throughout the term of the Agreement to ensure that there is no break in coverage during the period of Agreement performance. Failure to provide evidence of current coverage is grounds for termination for breach of Agreement.

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G. If RECIPIENT subcontracts all or part of the work under this Agreement, RECIPIENT shall require its subcontractors to comply with the above-mentioned insurance requirements and to name SCAQMD as an additional insured in the above-mentioned insurance policies.

9. INDEMNIFICATION

RECIPIENT agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of RECIPIENT, its employees, subcontractors, agents or representatives in the performance of this Agreement. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Agreement and shall remain in full force and effect.

10. COMPLIANCE WITH CARL MOYER PROGRAM GUIDELINES

RECIPIENT warrants that the project upon which this Agreement is based complies, as applicable, with CARB's current Carl Moyer Program Guidelines, Advisories and Mail-Outs (collectively, "CMP Guidelines"), which are incorporated herein by reference, and which include, but are not limited to, the following:

A. The project described in the Statement of Work is not required by any local, state and/or federal rule or regulation, memorandum of understanding/agreement, settlement agreement, mitigation requirement, or other legal mandate.
B. The low emissions technology used in the project has been certified or verified by CARB and meets the applicable NOx, PM and/or ROG requirements, or if it has not been certified/verified by CARB, the low emissions technology has been approved by CARB on a case-by-case basis.
C. Rights to the emission reductions generated by the project must not be claimed by any participant as emission reduction credits or be used under any emission averaging banking and trading program. In addition, rights to the emission reductions may not be claimed by the engine or equipment manufacturer in any flexibility or "early introduction" incentive program.
D. The Equipment must not have been ordered or purchased prior to the date of the SCAQMD Governing Board approval of the Agreement award.
E. For repowers and replacement projects, the existing (old) engine must be destroyed and rendered permanently unusable and irreparable. There must be no cannibalization of parts from the old engine. Destruction methods and requirements are specified in the Statement of Work and the CMP Guidelines.
F. For repower projects, the installation of the engine must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the equipment manufacturer.
G. In signing this Agreement, RECIPIENT certifies that its fleet and Equipment are in compliance with all applicable federal state, and local air quality rules and regulations at the time of Agreement execution, and that it will maintain compliance for the full Agreement term. RECIPIENT shall ensure that the provisions of this clause are included in all subcontracts.
H. The project must be included when defining the size of the RECIPIENT's fleet for determining regulatory requirements.

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I. Throughout the Agreement term, the project must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance.

11. NO LEASE-TO-OWN AGREEMENTS
RECIPIENT may not enter into any lease-to-own agreements for any Equipment funded in whole or in part under this Agreement. Failure to comply with this provision shall result in RECIPIENT returning some or all of the Agreement funds, as determined by SCAQMD at its sole discretion. RECIPIENT shall ensure that the provisions of this clause are included in all subcontracts.

12. COMPLIANCE WITH APPLICABLE LAWS
RECIPIENT agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Agreement. RECIPIENT must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Agreement are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Agreement term. RECIPIENT shall ensure that the provisions of this clause are included in all subcontracts.

13. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. RECIPIENT represents and warrants that it is not a target of Economic Sanctions, and that it shall refrain from conducting prohibited transactions with sanctioned individuals or entities. RECIPIENT shall comply with all applicable reporting requirements regarding compliance with economic sanctions, including, but not limited to, those reporting requirements set forth in the EO if this Agreement has a total value of $5,000,000 or more. Failure to comply with this clause and the EO may result in immediate termination of this Agreement at the sole discretion of SCAQMD.

14. INCORPORATION OF CARL MOYER PROGRAM APPLICATION
RECIPIENT'S application for the project funded under this Agreement is hereby incorporated by reference and made a part of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and RECIPIENT's application, this Agreement shall govern.

15. MAINTENANCE
RECIPIENT shall maintain the Equipment in accordance with the manufacturer's specifications for the project life. Tampering with the engine is strictly prohibited. RECIPIENT is responsible for maintaining a working hour meter or other SCAQMD-approved measuring device to track Equipment usage for projects that use hours of operation as a means of calculating emission reductions and cost-effectiveness. If the hour meter/usage device fails, RECIPIENT must immediately notify SCAQMD, and RECIPIENT remains responsible for validating any hours not recorded by the hour meter/usage device. The RECIPIENT must either repair or replace the non-operating meter/device or provide other documentation of Equipment operating hours acceptable to SCAQMD.

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16. RECORDS RETENTION, ON-SITE INSPECTIONS AND AUDIT
    A. RECIPIENT agrees to the following Records Retention Period: maintain records related to this Agreement during the Agreement term and continue to retain these records for a period of three years beyond the Agreement term.
    B. SCAQMD, CARB, or its designee(s), shall have the right to conduct on-site inspections of the project and to audit records related to this Agreement during the Records Retention Period. RECIPIENT agrees to include a similar right for these agencies to conduct on-site inspections and audits in any related subcontract.
    C. If an amount is found to be inappropriately expended, RECIPIENT shall reimburse SCAQMD, or SCAQMD may withhold payment from RECIPIENT, as applicable, in the amount equal to the amount which was inappropriately expended. Such withholding or reimbursement shall not be construed as SCAQMD's sole remedy and shall not relieve RECIPIENT of its obligation to perform under the terms of this Agreement.

17. INSPECTIONS
    A. A Pre-Inspection shall be conducted by the SCAQMD on **all** existing (old) equipment (including engines and vehicles) prior to any work commencing under this Agreement. SCAQMD must verify that RECIPIENT has met all requirements of the Carl Moyer Program regarding eligibility of the existing equipment. This includes documentation of the type of equipment, operational condition, mileage, vehicle and engine identification. This Agreement may be modified or terminated based upon the results of the Pre-Inspection should the SCAQMD determine that: the existing equipment is non-operational; does not match the information submitted for analysis (i.e. vehicle make, model, model-year, engine type, horsepower, model year, etc.); or other factors exist that would not result in calculated real, quantifiable, and surplus emission reductions. For fleets owned or operated by public agencies, SCAQMD may conduct the Pre-Inspection by requiring the public agency to provide documentation to verify that all requirements of the Carl Moyer Program regarding eligibility of existing equipment/vehicles/engines are met. It is the responsibility of the RECIPIENT to contact SCAQMD and arrange a Pre-Inspection of the existing equipment, and to confirm with SCAQMD that the equipment has been pre-inspected and is eligible to participate in the Carl Moyer Program.
    B. A Post-Inspection shall be conducted by the SCAQMD after receipt of the invoice from the RECIPIENT. SCAQMD must verify that RECIPIENT has met all requirements of the Carl Moyer Program. Final payment will not be made unless the SCAQMD verifies that: the Equipment, retrofit device or engine listed in the Statement of Work has/have been installed; that the Equipment is operational; and, where applicable, that the replaced engine(s) or vehicle(s) has/have been destroyed and rendered useless and there is no evidence of cannibalization of parts from the old engine(s). For fleets owned or operated by public agencies, SCAQMD may conduct the Post-Inspection through a statistically significant random sample of the vehicles, where the project under this Agreement consists of more than twenty (20) vehicles.

18. MONITORING AND ENFORCEMENT
    RECIPIENT agrees to operate the Equipment according to the terms of this Agreement, including the CMP Guidelines, and to cooperate with SCAQMD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable. RECIPIENT also understands and agrees that in addition to SCAQMD, CARB, as an intended third-party beneficiary of this Agreement, also has the right to enforce the terms of this Agreement to ensure emission reductions are generated. SCAQMD and CARB will seek whatever legal,

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equitable and other remedies are available for RECIPIENT's failure to comply with the terms of this Agreement, including the CMP Guidelines.

19. REPORTING REQUIREMENTS
RECIPIENT shall submit reports in accordance with Attachments 1, 1A and 1B, attached here and incorporated herein by reference. Non-compliance with the reporting requirements of this Agreement may result in the implementation of on-site monitoring by the SCAQMD, in addition to any other remedies available to the SCAQMD.

20. SUCCESSORS-IN-INTEREST
This Agreement shall be binding on and inure to the benefit of each party's heirs, executors, administrators, successors, and assigns.

21. EQUIPMENT USAGE
    A. At least 24 months of documented and verified historic usage is required for the baseline engine, such as miles traveled, hours operated, or fuel consumed, and in this case usage is not required to be in the Agreement. If this information is not available, SCAQMD may estimate the usage for the old engine and the estimated usage must be included in the Agreement.
    B. The percentage of each Equipment's annual mileage or engine hours of operation that must be accrued within the geographical boundaries of the South Coast Air Quality Management District, shall be in accordance with Attachment 1 - Statement of Work. Information included in the annual reports required under this Agreement will be used to verify this usage.
    C. RECIPIENT is prohibited from removing the Equipment from service in California during the term of this Agreement, unless the Equipment becomes inoperable through mechanical failure of components or systems, and cannot be repaired or replaced, and such failure is not caused by RECIPIENT's negligence, misuse, or malfeasance. RECIPIENT shall notify SCAQMD within 10 business days if the Equipment is removed from service in California.
    D. If the Equipment usage reported in the annual report does not meet the usage specified in Attachment 1 - Statement of Work, the SCAQMD will flag the project. SCAQMD will take appropriate action to ensure the usage requirement is met, which may include, but is not limited to, recapturing funds in an amount proportional to the unmet usage or extending the project life.

22. FUNDS FROM OTHER SOURCES
    A. In signing this Agreement, RECIPIENT certifies that it has disclosed all other funding sources that it applied for or received for the project described in the Statement of Work. RECIPIENT must notify SCAQMD of additional sources of funding received for the total cost of the project, including any sources that become available after Agreement execution.
    B. RECIPIENT agrees that failure to disclose shall, at a minimum, result in disqualification from receiving funding for that project, the recapture of funds, and may result in RECIPIENT being banned from submitting future applications to any and all Carl Moyer Program solicitations.
    C. RECIPIENT shall return any grant funds it has received in excess of the total project cost.
    D. RECIPIENT certifies that no emission reductions generated by this project shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity.
    E. The total amount of public funds received by RECIPIENT for the same project during the term of this Agreement must not exceed eighty-five (85) percent of the project cost. If the total amount of public

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funds exceeds eighty-five percent, RECIPIENT shall return sufficient amounts to SCAQMD to decrease the total amount of public funds funding the same project to eighty-five percent.

23. PAYMENT
    A. SCAQMD will reimburse RECIPIENT an amount not-to-exceed Fifty-Four Thousand Six Hundred Dollars ($54,600) in accordance with Attachment 2, Payment Schedule, attached here and incorporated herein by reference.
    B. Payment may be made directly to the vendor upon submission of an itemized invoice from the RECIPIENT requesting that such direct payment be made. If the purchase is being financed, RECIPIENT may choose to have the payment sent directly to the financing company, or provide SCAQMD with proof of payment to the financing company in order for RECIPIENT to be reimbursed. Payments made under this Agreement must be used to reduce the principal owed for the Equipment.
    C. Before any payment can be made, RECIPIENT must submit itemized invoices and the Post-Inspection pursuant to Clause 17.B. must indicate that the project is operational. The itemized invoices must include enough detail to ensure that only eligible project costs are paid, in accordance with the CMP Guidelines. Each invoice must be prepared in duplicate, on company letterhead, and list SCAQMD's Agreement number, period covered by invoice, and RECIPIENT's Social Security Number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Carl Moyer Agreement Administrator, Technology Advancement, 21865 Copley Drive, Diamond Bar, CA 91765-4178.
    D. Payment under this Agreement is contingent upon receipt of funds from CARB.
    E. SCAQMD may de-obligate from the Agreement, funds that remain unexpended as required in the Agreement, upon thirty (30) days' written notice to RECIPIENT. By signing this Agreement, RECIPIENT acknowledges consent to de-obligation of non-expended funding.

24. SECURITY INTEREST
    RECIPIENT hereby grants SCAQMD a security interest in any and all Equipment purchased in whole or in part with funding provided by SCAQMD pursuant to this Agreement. RECIPIENT acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all equipment purchased in whole or in part by the RECIPIENT under this Agreement or any amendments thereto. The SCAQMD shall have lien rights in effect until the RECIPIENT satisfies all terms under the Agreement, including but not limited to, the use and reporting requirements. **Accordingly, RECIPIENT further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the Equipment that is the subject of the Agreement.** In the event RECIPIENT files for bankruptcy protection, RECIPIENT shall notify SCAQMD within 10 business days of such filing.

25. MOBILE SOURCE EMISSION REDUCTION CREDITS
    No emission reductions generated by Carl Moyer Program-funded projects may be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. All validated emission reductions shall be applied toward the State Implementation Plan (SIP) attainment demonstration. All emission reductions generated from the expenditure of Carl Moyer funds may not be converted into tradable credits, and shall be used for the sole purpose of meeting the attainment schedule contained in the applicable SIP. This provision does not apply to infrastructure projects that generate credits in the Low Carbon Fuel Standard program.

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26. INTELLECTUAL PROPERTY RIGHTS

Title and full ownership rights to any intellectual property developed under this Agreement shall at all time remain with SCAQMD. Such material is agreed to be SCAQMD's proprietary information.

A. Rights of Technical Data - SCAQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by RECIPIENT under this Agreement. RECIPIENT shall have the right to use data for its own benefit.
B. Copyright - RECIPIENT agrees to grant SCAQMD a royalty free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Agreement.

27. NOTICES

All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Kevin Perozo, email: kperozo@aqmd.gov

RECIPIENT: Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Attn: Michael Nusser, email: mnusser@mswd.org

28. INDEPENDENT CONTRACTOR

RECIPIENT is an independent contractor. RECIPIENT, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD or CARB, nor shall RECIPIENT, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, RECIPIENT's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. RECIPIENT shall promptly notify SCAQMD of any material changes to subcontracts that affect the Agreement's scope of work, deliverable schedule, and/or payment/cost schedule.

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29. PUBLICATION
    A. SCAQMD shall have the right of prior written approval of any document which shall be disseminated to the public by RECIPIENT in which RECIPIENT utilized information obtained from SCAQMD in connection with performance under this Agreement.
    B. Information, data, documents, photographs or reports developed by RECIPIENT for SCAQMD, pursuant to this Agreement, shall be part of SCAQMD's public record unless otherwise indicated. RECIPIENT may use or publish, at its own expense, such information provided to SCAQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Agreement.

> "This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (SCAQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of SCAQMD. SCAQMD, its officers, employees, recipients, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. SCAQMD has not approved or disapproved this report, nor has SCAQMD passed upon the accuracy or adequacy of the information contained herein."

30. NON-DISCRIMINATION
    In the performance of this Agreement, RECIPIENT shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, or allow unlawful denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. RECIPIENT shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

31. ASSIGNMENT AND TRANSFER OF EQUIPMENT
    A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by RECIPIENT without the prior written consent of SCAQMD, and any attempt by RECIPIENT to do so shall be void upon inception.
    B. RECIPIENT agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of the Equipment, prior to completing the transaction. RECIPIENT shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Agreement. RECIPIENT is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Agreement's terms and conditions to the Buyer. **RECIPIENT will not be relieved of the legal obligation to fulfill the terms and conditions of this Agreement until and unless the Buyer has assumed responsibility of this Agreement's terms and conditions through an executed agreement with SCAQMD.**

32. NON-EFFECT OF WAIVER
    The failure of RECIPIENT or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall

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not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

33. ATTORNEYS' FEES
In the event any action is filed in connection with the enforcement or interpretation of this Agreement, each party shall bear its own attorneys' fees and costs.

34. FORCE MAJEURE
A party shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

35. SEVERABILITY
In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

36. HEADINGS
Headings on the Clauses of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

37. SIGNATURES
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. Further, the parties agree that this Agreement or any counterpart may be executed and delivered by DocuSign, or by transmitting a manual signature by fax or .pdf, which shall have the same force and effect as copies executed and delivered with original manual signatures.

38. GOVERNING LAW
This Agreement shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Agreement shall be Los Angeles County, California.

39. CITIZENSHIP AND ALIEN STATUS
A. RECIPIENT warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). RECIPIENT shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. RECIPIENT shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Agreement to ensure continued compliance with all federal statutes and regulations.

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Notwithstanding the above, RECIPIENT, in the performance of this Agreement, shall not discriminate against any person in violation of 8 USC Section 1324b.

B. RECIPIENT shall retain such documentation for all covered employees for the period described by law. RECIPIENT shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against RECIPIENT or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

40. SUBCONTRACTOR APPROVAL

If RECIPIENT intends to subcontract all or a portion of the work under this Agreement, then RECIPIENT must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Such prior approval applies only to subcontractors not already included in Attachment 1, Statement of Work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

41. TAX IMPLICATIONS FROM RECEIPT OF CARL MOYER PROGRAM FUNDS

RECIPIENT is advised to consult a tax attorney regarding potential tax implications from receipt of funds under the Carl Moyer Program.

42. DISCLAIMER OF WARRANTY

The decision to participate in the Carl Moyer Program and to purchase Program-eligible Equipment is RECIPIENT's decision. **SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or Equipment.** SCAQMD will not be financially responsible or otherwise liable for the installation or performance of the Equipment.

43. ENTIRE AGREEMENT

This Agreement represents the entire agreement between RECIPIENT and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

44. AUTHORITY

The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Agreement and to legally bind RECIPIENT both in an operational and financial capacity and that the requirements and obligations under this Agreement are legally enforceable and binding on RECIPIENT.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

DocuSigned by:
By: Vanessa Delgado
80DA596BAE294BD...

Vanessa Delgado, Chair, Governing Board

8/16/2024
Date:

MISSION SPRINGS WATER DISTRICT

Signed by:
By: BRIAN E MACY
91776DB173334D1...

Name: BRIAN E MACY
Title: General Manager

8/16/2024
Date:

APPROVED AS TO FORM:
Bayron T. Gilchrist, General Counsel

By:

//Moyer Boilerplate
Updated: January 9, 2024

Docusign Envelope ID: DDEDAE31-A4DD-4341-B643-804587DAEC06

ATTACHMENT 1

STATEMENT OF WORK
MISSION SPRINGS WATER DISTRICT
FY 2022-2023 CARL MOYER PROGRAM

The purpose of this Agreement is to reduce emissions from the replacement or repower of an older off-road, heavy-duty engine/equipment with a lower- or zero- emission engine/equipment, as specified in Table 1.

Table 1: Project Information

Project Type	Old Equipment			Specifications for Replacement Equipment	
	Equipment Description (Type, Make, Model)	Unit ID	Old Engine Emissions Tier*	Replacement Engine Emissions Tier*	% Operation in SCAQMD Jurisdiction
Replacement	Case 570MXT Loader/Backhoe	367	1	4	100

*Based on CARB Executive Order and 2017 Carl Moyer Guidelines.

Task 1: Inspections

1.1 RECIPIENT shall make each old engine/equipment identified in Table 1 available to SCAQMD staff for a pre-inspection prior to any work commencing to implement this Agreement. All equipment must be in operational condition. RECIPIENT shall provide access to equipment identification numbers, engine serial numbers and other equipment specifications to verify eligibility of the engine(s) and equipment.

1.2 RECIPIENT shall make each replacement or repowered engine(s), or equipment identified in Table 1 available to SCAQMD staff for a post-inspection to verify that it meets all requirements of the Carl Moyer Program.

1.3 RECIPIENT shall ensure that a salvage inspection of each old engine/equipment in Table 1 is performed by SCAQMD staff or by an SCAQMD-approved dismantler to verify the engine/equipment has been dismantled in accordance with the Carl Moyer Program Guidelines. Destruction of the old engine/equipment may occur at an SCAQMD-approved dismantling facility or another facility in conjunction with an SCAQMD salvage inspection.

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1.4 RECIPIENT shall notify the SCAQMD in writing upon delivery of the old engine/equipment in Table 1 to an SCAQMD-approved dismantler or other facility for dismantling. This notification shall include date of delivery/date of receipt by the dismantler, address of the dismantling site, and the scheduled date for dismantling. If RECIPIENT delivers the old engine/equipment to a dealer, RECIPIENT shall ensure the dealer delivers the old engine/equipment to an SCAQMD-approved dismantler within 30 calendar days of the date that the engine/equipment was turned in to the dealer by the RECIPIENT.

Task 2: Procurement of Replacement or Repowered Engine(s) or Equipment

2.1 RECIPIENT shall provide documentation of procurement of replacement or repowered engine(s) or equipment that meet the emission standards specified in Table 1. This documentation shall include, at a minimum, an itemized invoice, including identification of any taxes, delivery fees and other costs, with sufficient details to ensure that only completed and eligible projects costs are reimbursed, identification of other sources and amounts of funding (if any), and engine/equipment information including but not limited to engine/equipment make, model, model year, warranty coverage and a copy of the CARB Executive Order for each procured engine. This documentation shall be submitted to SCAQMD at the time of invoice submittal.

2.2 Notwithstanding the above requirement, RECIPIENT is responsible for determining that the replacement or repowered engine(s) or equipment to be purchased complies with all applicable federal, state, and local air quality rules and regulations. The replacement or repowered engine(s) must be certified by CARB to meet the emissions level specified in Table 1, as documented by the CARB Executive Order required under Task 2.1.

2.3 If RECIPIENT determines that it will be unable to procure or install the replacement or repowered engine(s) or equipment identified in Table 1, RECIPIENT shall notify SCAQMD in writing as soon as possible so that SCAQMD may re-evaluate the project and determine if an amendment to the Agreement is needed.

Task 3: Operation of Equipment

3.1 RECIPIENT shall place the repowered or replacement equipment meeting the emissions level specified in Table 1 into regular operating service and shall inform the SCAQMD where the equipment is domiciled within the geographical boundaries of the SCAQMD.

3.2 RECIPIENT agrees to operate the repowered or replacement equipment within the geographical boundaries of the SCAQMD for the percentage of time specified in Table 1 based on annual usage.

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3.3 RECIPIENT agrees to make operational information for the replacement or repowered equipment identified in Table 1 available, upon reasonable notice, to SCAQMD or CARB staff during the life of the project. This information may include, but is not limited to, operational records documenting the hours of operation, hour-meter readings and annual reports.

3.4 The expected annual usage of the new engine/equipment are specified in Table 2 below.

Table 2: Annual Usage

Old Equipment/Engine Unit#	Replacement Equipment Annual Usage (hours/year) *	Project Life (years)
367	600	3

*If the average annual usage of the engine/equipment over a 3-year period falls below 70% of the annual usage specified in Table 2, the SCAQMD may, at its discretion, consider taking action to address the underutilization. RECIPIENT shall coordinate with SCAQMD staff to develop actions to ensure that the contracted emission reductions are realized.

Task 4: Destruction of Existing Equipment/Engine(s)

4.1 RECIPIENT shall ensure that SCAQMD is notified within 10 days after destruction so that a salvage inspection can be performed by SCAQMD. The purpose of the salvage inspection is to verify the old engine/equipment was dismantled in accordance with the Carl Moyer Program Guidelines.

4.2 RECIPIENT shall ensure that no funding under this Agreement is used to cover costs associated with transporting the engine/equipment to a dismantler or the dismantling of the engine/equipment.

4.3 RECIPIENT shall ensure that the old (existing) engine/equipment identified in Table 1 is destroyed within 60 calendar days of being replaced.

4.4 RECIPIENT shall ensure that the old engine/equipment identified in Table 1 is destroyed and rendered useless, by cutting a 3-inch minimum, irregularly shaped hole in the engine block at the narrowest point and a section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects the hole. For replacement projects, the RECIPIENT shall also ensure the main body of the old equipment is rendered inoperable and unrepairable as specified in the Carl Moyer Program Guidelines.

4.5 RECIPIENT shall obtain a certificate of destruction for each old engine/equipment identified in Table 1, or other similarly approved documentation from the dismantler, for submittal to the SCAQMD within 10 days of destruction.

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Task 5: Reporting

5.1 RECIPIENT shall provide annual reports, as described under Deliverables in Attachment 1B.

5.2 RECIPIENT shall notify SCAQMD in writing in advance of the sale of the replacement or repower engine(s) or equipment identified in Table 1 in accordance with the ASSIGNMENT AND TRANSFER OF EQUIPMENT clause of this Agreement.

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ATTACHMENT 1A

PROJECT MILESTONES
MISSION SPRINGS WATER DISTRICT
FY 2022-2023 CARL MOYER PROGRAM

Milestone	Due Date
All Equipment In-Service	December 31, 2024
All Invoices Due No Later Than	January 31, 2025
Annual Project Progress Reports Due	January 31, 2026 January 31, 2027 and January 31, 2028

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ATTACHMENT 1B

DELIVERABLES
MISSION SPRINGS WATER DISTRICT
FY 2022-2023 CARL MOYER PROGRAM

RECIPIENT shall complete and submit to SCAQMD annual reports (using Attachment 3 Annual Report Form) for the term of the project life identified in Table 2. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, and shall include camera-ready originals.

1. Two stapled copies of each annual report. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). The annual report shall include, but not be limited to, the following:
   a. Reference to SCAQMD agreement number and title of project.
   b. A description of the funded equipment, including:
      - Unit ID#
      - Equipment make and model
      - Engine make, model, horsepower, and serial number.
   c. A description of the operation of the equipment, including:
      - Estimated percentage of time the equipment has been operated within the SCAQMD geographical boundaries during the reporting period.
      - Engine hours operated during the report period (including the date of each hour meter reading).
      - Discussion of equipment performance, including operational performance and any major repairs and maintenance performed.
   d. Problems - a discussion of significant problems encountered during the year and how they were resolved.

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ATTACHMENT 2

PAYMENT SCHEDULE
MISSION SPRINGS WATER DISTRICT
FY 2022-2023 CARL MOYER PROGRAM

RECIPIENT shall be reimbursed up to the amount outlined in Table 3 below for each replacement or repowered engine(s) or equipment. For each old engine/equipment, the SCAQMD payment shall not exceed 80% of the eligible costs of each replacement or exceed 85% of the eligible cost of each repowered engine(s) or the amounts identified in Table 3 below, whichever is less. RECIPIENT will be reimbursed after passing a post-inspection, submitting all the required documents for payment, including invoices, proof of payment and destruction, and verification of delivery, acceptance and placement into service. Payment will not be made if RECIPIENT has any outstanding CARB violations associated with the owner's entire fleet(s) or not in compliance with all applicable federal, state, and local air quality rules and regulations.

Table 3: Maximum Reimbursement Amount

Unit ID	Old Equipment Description	Maximum Award Amount Per Equipment to be Reimbursed by SCAQMD	Funding Source
367	Case 570MXT Loader/Backhoe	$54,600	Carl Moyer Program

Total Not-To-Exceed: $54,600

Payments will be disbursed after evidence of old engine/equipment destruction is submitted and a satisfactory post-inspection is conducted by SCAQMD staff.

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ATTACHMENT 3

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
CARL MOYER PROGRAM
ANNUAL REPORT FORM

RECIPIENT NAME: MISSION SPRINGS WATER DISTRICT **SCAQMD AGREEMENT #:** _____

ADDRESS: _____ **EMAIL:** _____

PHONE: _____

REPORTING PERIOD (MM/DD/YYYY TO MM/DD/YYYY): _____

Equipment ID#	Location of Equipment (City & Zip)	% of Time in SCAQMD Boundaries	INITIAL Engine Hour Meter Reading		FINAL Engine Hour Meter Reading		Engine Hours of Operation (FINAL Hour Meter Reading minus INITIAL Hour Meter Reading)
			Date of Reading	Hour Meter Reading	Date of Reading	Hour Meter Reading	

Please describe any major repairs, maintenance, unforeseen circumstances or problems that significantly affected the operation of the equipment:

_____

_____

_____

I, the undersigned, certify that the above information is true and correct.

PRINT NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

Please use additional sheets as needed. Return to: SCAQMD 21865 Copley Drive, Diamond Bar, CA 91765 REV 2/2018

BOARD OF DIRECTORS SPECIAL MEETING (WORKSHOP) MINUTES

Wednesday, August 07, 2024 at 9:00 AM

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

CALL TO ORDER
President Sewell called the meeting to order at 9:00 AM

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

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Arturo Ceja, William Whitten, Danny Friend, Kurt Kettenacker, Dori Petee

President Sewell observed a moment of silence for MSWD employee Grant Fournier, who passed away suddenly on August 2, 2024.

PUBLIC INPUT
No public input

CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
pursuant to Government Code Section 54957
Position: District Legal Counsel

REPORT ON ACTION TAKEN DURING CLOSED SESSION
The Board met in closed session on the following item: PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957 Position: District Legal Counsel
There was no reportable action.

ITEMS FOR DISCUSSION

OPTIONS FOR POWER PURCHASE AGREEMENT FOR ENERGY-RELATED IMPROVEMENTS TO MSWD FACILITIES
General Manager Brian Macy gave a brief history of this solar project. Tim Holmes of Kenwood Energy presented the results of the RFP process. The request for proposals began on May 7th and concluded on June 18th. Two proposals were received, one by Staten Solar and one by Total Energies. He compared the previous project with the project in front of the Board today. Under this project, a third party will own the system, making this type of project a power purchase agreement. Under this project, MSWD anticipates spending no money and seeing a value (savings) of thirteen to eighteen million dollars over twenty-five years. Kenwood Energy is recommending Staten Solar for this project.

CODIFICATION REVIEW: TITLES 1-3
Assistant General Manager Marion Champion presented the updates to the Codification. She reviewed the redline version of the code with the changes to titles one through three. Section 1.012 updates the

adoption of the Code of Conflict. General Counsel specified that the Board already adopted these changes at the meeting in which the code was adopted; they weren't included in the codification adoption because they had not yet been approved.

Title two changes include cleaning up the language and specifying that vaping is included in the no-smoking policy in the Boardroom. Kaytlin Empey of SBEMP noted that the code won't have to be re-amended whenever procedures are amended. Elections by Division language has also been updated to reflect current rules and procedures. The manner for which we call a special meeting has been updated with current Brown Act procedures and rules.

One minor change in Title Three is the addition of the word "vaping," which pertains to the no-smoking policy.

COMMENTS

GENERAL MANAGER'S COMMENTS
GM Macy thanked the Board for the moment of silence, honoring our employee who suddenly passed.

DIRECTOR COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS
1. General Comments
2. Requests for Future Agenda Items

Director Mayrhofen noted he had a conversation with the GM about changing the name of the District.

President Sewell thanked the Board for a productive discussion.

ADJOURN
With no further business, President Sewell adjourned the meeting at 10:37 AM

Respectfully submitted,

_____

Dori Petee
Executive Assistant

BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION MINUTES

Thursday, August 15, 2024 at 3:00 PM

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

CALL TO ORDER
President Sewell called the meeting to order at 3:00 PM

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

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Arturo Ceja, Dori Petee, Amanda Lucas, Arthur Cabrera, Kurt Kettenacker, April Scott

PUBLIC INPUT
No public input

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT
This item will be acknowledged on Monday 8/19

ACTION ITEMS

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

Public Hearing will take place on Monday, August 19th. The General Manager and Kenwood consultant fielded questions regarding the contract.

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

Assistant General Manager Marion Champion presented. She introduced a new agency that would provide State legislative and regulatory advocacy services similar to what we receive on the federal level. Rosanna Carvacho, who heads up CA Lobby, has worked previously with the District in this capacity. Champion reviewed the proposed activities that would be provided.

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

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

Champion went through the changes discussed in last week's workshop and fielded questions from the Board. Additional changes were discussed and noted. Director Duff is concerned that the code does not properly address the use of AI/Chat GBP. Additionally, Duff requested chapters 3.01 through 3.06 be more intensively reviewed.

EXECUTION OF LOT LINE ADJUSTMENT APPLICATION FOR THE CRITICAL SERVICES CENTER
It is recommended to authorize the General Manager to do all things necessary to sign and execute all necessary entitlement documents on behalf of Mission Springs Water District and the Lot Line Adjustment Application with the City of Desert Hot Springs for the Critical Services Center and submit it to the City of Desert Hot Springs for processing and execution.

Macy noted that this item pertains to survey issues we are working through as part of our Planning Commission application, which will go to the commission in September.

Engineering Manager Eric Weck explained Mission Springs Water District reached out to MSA Consulting, Inc., one of the District's on-call engineering consultants, to facilitate and prepare the Lot Line Adjustment analysis. The scope of work includes preparing the lot line adjustment application, legal exhibits and descriptions, preliminary title reports, utility research, base mapping of easements, and a site plan. MSA Consulting prepared the required documents to be submitted to the City of Desert Hot Springs, and it is recommended that the Board of Directors direct the General Manager to sign and execute all necessary entitlement documents and Lot Line Adjustment Application with the City of Desert Hot Springs for processing.

APPROVE CONTRACT AMENDMENT NO. 3 WITH YELLOW JACKET DRILLING SERVICES, LLC FOR THE CONSTRUCTION OF MONITORING WELL NO. 2
It is recommended to authorize the General Manager to approve Contract Amendment No. 3 with Yellow Jacket Drilling Services, LLC in the amount of $27,645 for the construction of the Monitoring Well No. 2 for the Regional Water Reclamation Facility and to do all things necessary to complete the project. The construction amendment would increase the contract amount $27,645, from $202,785 to $230,430.

Weck noted as part of the Nancy Wright Regional Water Reclamation Facility (NWRWRF) waste discharge requirements permit (Order R7-2020-0011) with the California Regional Water Quality Control Board (Regional Board), MSWD is required to install a groundwater monitoring well network to monitor changes to groundwater quality as a result of the proposed NWRWRF discharges. MSWD completed construction for two of the three required monitoring wells in 2022. Construction of the third monitoring well was put on hold due to the Regional Water Board direction relocated the well further downgradient. Following an easement acquisition process, staff initiated resuming construction. Staff completed a site visit with the contractor in May to assess site conditions. Subsequently, the contractor provided a change order request to complete the work. However, the change order is above the approved contingency amount; as such, a contract amendment is required to complete the work. Contract Amendments 1 and 2 were previously approved with no cost time extensions.

DISCUSSION ITEMS

NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE
General Manager Brian Macy gave today's update.

CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE
Alvin Flores from RCA presented an update to the Board. Documents have been submitted to the Planning Commission and as of last week RCA started receiving conditions from the City, Fire & MSWD. This item is set to appear on the Planning Commission agenda in September.

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:

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

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

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

REPORTS

DIRECTOR'S REPORTS
All reports will be given on Monday.

GENERAL MANAGER'S REPORT
Included in this report are the following oral reports:
A. Finance Report
B. Public Affairs Report

Arturo Ceja, Director of Finance gave the financial report for the period ending June 30, 2024.
Marion Champion, Assistant General Manager gave the public affairs update.

COMMENTS

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

Director Mayrhofen requested a closed session item to discuss the actions of a Director from another agency.

President Sewell acknowledged that the staff may be having difficulty dealing with the loss of an employee and asserted that the Board is supportive of us all.

ADJOURN

Respectfully submitted,

Dori Petee
Executive Assistant

BOARD OF DIRECTORS REGULAR MEETING MINUTES

Monday, August 19, 2024 at 3:00 PM

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

CALL TO ORDER
President Sewell called the meeting to order at 3:00 PM

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

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Danny Friend, Arturo Ceja, Amanda Lucas, Oriana Hoffert, Will Whitten, Kurt Kettenacker, Dori Petee

PLEDGE OF ALLEGIANCE
Led by Director Martin

President Sewell observed a moment of silence for two individuals who have recently touched our hearts and our community. Grant Fournier, Wastewater Collections Operator, was not just a colleague but a friend, and his passing left a void that will be deeply felt by our MSWD team. He also extended condolences to retiree Nancy Mezquita, whose son tragically lost his life in a hit-and-run accident last week. No words can truly express the pain and sorrow of losing a loved one.

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 has not first been recognized by the President. All questions and remarks should be addressed to the President as the presiding officer. No member of the Board should speak more than once about 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
Steve Grasha noted he is speaking on his own behalf and not as a director at Desert Water Agency. He asserted he is always available to discuss the important issues of water in our watershed. He has been made aware of closing comments at the Study Session and wants everyone to know he is always available to discuss these important issues.

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT

The Board recognized the following employees:

NEW HIRES

Ryan Goodner-Belli	GIS Specialist
Ana Fisher	Accounting Technician

ANNIVERSARIES

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

PROMOTIONS

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

CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

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

ACTION ITEMS

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

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

After conducting the public hearing and hearing presentations the board continued this hearing to the September board meetings.

Motion to continue the Public Hearing to September 16, 2024
Motion made by Vice President Griffith, Seconded by Director Martin.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

STATE ADVOCACY SERVICES - CA LOBBY, LLC

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

Rosanna Carvacho provided background on her firm and her areas of expertise.
Motion made by Director Duff, Seconded by Vice President Griffith.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

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

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

This item was pulled and will come back in September for Board approval.

EXECUTION OF LOT LINE ADJUSTMENT APPLICATION FOR THE CRITICAL SERVICES CENTER

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

Motion made by Vice President Griffith, Seconded by Director Duff.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

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

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

Motion made by Director Duff, Seconded by Director Martin.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

DISCUSSION ITEMS

NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE

General Manager Macy gave brief update.

CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE

The update was given on Thursday, there is nothing further to add

CONSENT AGENDA

Motion made by Director Martin, Seconded by Vice President Griffith.
Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

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

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

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

REPORTS

DIRECTOR'S REPORTS
Vice President Griffith reported attending the following meetings and events: 7/2 DWA Board Meeting, 7/16 DWA Board Meeting.

Director Duff reported attending the following meetings and events: 7/9 CVWD Board Meeting, 7/24 San Gorgonio Pass Regional Water Alliance Meeting, 7/31-8/2 CASA Conference.

Director Martin reported attending the following meetings and events: 7/2 DHS City Council Meeting, 7/16 DHS City Council Meeting, 7/17 BIA Mixer, 7/31-8/2 CASA Conference.

President Sewell reported attending the following meetings and events: 7/9 RivCo Board of Supervisors, 7/12 GCVCC Legislative Breakfast, 7/17 GCVCC Lunch Club, 7/31-8/2 CASA Conference.

GENERAL MANAGER'S REPORT
Included in this report are the following oral reports:
A. Finance Report
B. Public Affairs Report

Both oral reports were given on Thursday, there is nothing further to add.

COMMENTS

DISTRICT COUNSEL COMMENTS
Counsel announced closed session.

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

Director Martin requested that compensation for the Board to attend the NWRWRF Ribbon cutting be added to the next agenda for approval.

Director Duff noted that school is back in session and urged people to drive carefully. She mentioned an incident at her son's school and encouraged drivers to watch for children.

Vice President Griffith commented on a recent article about using the Chevron Doctrine.

CLOSED SESSION

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

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

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

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

REPORT ON ACTION TAKEN DURING CLOSED SESSION
The Board met in closed session on the items listed above: There was no reportable action on any item.

ADJOURN
With no further business, President Sewell adjourned the meeting at 5:31 PM.

Respectfully submitted,

Dori Petee
Executive Assistant

MISSION SPRINGS WATER DISTRICT - 11:04:55 09-03-24
(PAP40:FAP16) CASH DISBURSEMENTS FOR PERIOD 08-01-2024 THRU 08-31-2024 BY VENDOR NAME

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003403	08-08-24	ACWA-JPIA HEALTH BENEFITS AUTH.	SEPT 2024 PREPAID INSURANCE	99,630.38	99,630.38		99,630.38
1003474	08-22-24	ACWA/JOINT POWERS INSUR AUTH	CYBER LIABILITY FY 24/25	6,503.08	56,190.12		56,190.12
			PREPAID PROPERTY INS. 2024/25	49,687.04			
1003445	08-15-24	AECOM TECHNICAL SERVICES INC.	PROGRESS PAYMENT #16	26,006.74	0.00	45,053.74	45,053.74
			WELL 42 REDESIGN PROGRESS PMT #24	3,295.00			
			PROGRESS PAYMENT #17	11,930.50			
			PROGRESS PAYMENT #1	3,821.50			
1003513	08-29-24	AECOM TECHNICAL SERVICES INC.	PROGRESS PAYMENT #2	6,759.75	0.00	6,759.75	6,759.75
99108476	08-13-24	AFLAC	JULY 2024 AFLAC DEDUCTIONS	2,410.68	2,410.68		2,410.68
1003475	08-22-24	AIR & HOSE SOURCE INC.	CREDIT - WRONG CAMLOCKS	-39.15	318.33		318.33
			CAMLOCKS FOR SUBPUMP	26.10			
			REPLACEMENT SUCTION HOSE	331.38			
1003446	08-15-24	AMBER DUFF	MILEAGE REIMBURSEMENT	573.52	573.52		573.52
1003514	08-29-24	ANDY GRUNNET	COURSE REIMBURSEMENT	90.00	90.00		90.00
1003404	08-08-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	709.58	709.58		709.58
1003476	08-22-24	AUTO ZONE STORES LLC	REPLACEMENT SOCKETS	22.28	22.28		22.28
1003405	08-08-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE - HORTON CLARIFIER EFF.	250.18	500.36		500.36
			TOTAL N PACKAGE - HORTON CLARIFIER EFF.	250.18			
1003477	08-22-24	BABCOCK LABORATORIES, INC.	COURSE REIMBURSEMENT	90.00	1,376.92		1,376.92
			TOTAL N PACKAGE	250.19			
			TOTAL N PACKAGE - HORTON CLARIFIER	250.18			
			E COLI TESTING - HORTON	393.90			
			TDS - HORTON	78.03			
			TDS - RWRF WWTP	52.02			
			E COLI TESTING - RWRF WWTP	262.60			
1003477	08-22-24	BABCOCK LABORATORIES, INC.	COURSE REIMBURSEMENT	-90.00	-1,376.92		-1,376.92
			TOTAL N PACKAGE	-250.19			
			TOTAL N PACKAGE - HORTON CLARIFIER	-250.18			
			E COLI TESTING - HORTON	-393.90			
			TDS - HORTON	-78.03			
			TDS - RWRF WWTP	-52.02			
			E COLI TESTING - RWRF WWTP	-262.60			
1003515	08-29-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE	250.19	1,286.92		1,286.92
			TOTAL N PACKAGE - HORTON CLARIFIER	250.18			
			E COLI TESTING - HORTON	393.90			
			TDS - HORTON	78.03			
			TDS - RWRF WWTP	52.02			
			E COLI TESTING - RWRF WWTP	262.60			
1003406	08-08-24	BECK OIL, INC.	DIESEL FUEL	2,144.45	6,534.66		6,534.66
			UNLEADED GASOLINE	4,390.21			
1003478	08-22-24	BECK OIL, INC.	UNLEADED GASOLINE	4,306.78	4,306.78		4,306.78
1003516	08-29-24	BECK OIL, INC.	DIESEL FUEL	4,343.39	8,517.76		8,517.76
			UNLEADED GASOLINE	4,174.37			
1003517	08-29-24	BRINKS INCORPORATED	JULY MONTHLY CHARGES	69.31	376.91		376.91
			AUGUST MONTHLY CHARGES	307.60			
99108458	08-09-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 07.19.2024	37,578.35	37,578.35		37,578.35
99108534	08-15-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 08.02.2024	37,687.37	37,687.37		37,687.37
99108672	08-26-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 08.16.2024	37,488.02	37,488.02		37,488.02

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003447	08-15-24	CARPI & CLAY. INC	FEDERAL ADVOCACY SERVICES	5,000.00	5,000.00		5,000.00
1003518	08-29-24	CASAMAR GROUP, LLC	LABOR COMPLIANCE SVCS JULY 2024	1,653.59	1,215.69	437.90	1,653.59
1003448	08-15-24	CASEY DOLAN	MONTHLY DIGITAL MANAGEMENT CONSULTING	650.00	650.00		650.00
1003433	08-08-24	CATHERINE NEIGHBORS	ACCOUNT REFUND 12972 EMERALD DR	21.08	21.08		21.08
1003479	08-22-24	CHARLES BELL	TRAINING REIMBURSEMENT	505.06	505.06		505.06
1003519	08-29-24	CHRISTOPHER JACOBSON	TRI-STATE REIMBURSEMENT	528.99	528.99		528.99
1003480	08-22-24	CITY OF DESERT HOT SPRINGS	UU TAX AUGUST PROPERTY TAX COLL.	6,146.65	6,146.65		6,146.65
1003520	08-29-24	CITY OF DESERT HOT SPRINGS	ENC. CITY PERMIT - 67661 KEY WAY	328.37	4,188.22		4,188.22
			BLANKET ENCROACHMENT PERMIT 24-25	2,000.00			
			CITY ENC. PERMIT 9426 AVENIDA JALISCO	255.00			
			CITY ENC. PERMIT 13833 SCENIC CREST DR.	320.97			
			CITY ENC. PERMIT VERBENA/FLORA/GRANADA	320.97			
			CITY ENC. PERMIT PROMENADE	320.97			
			CITY ENC. PERMIT NE OLYMPIC & GRT SMOKEY	320.97			
			CITY ENC. PERMIT 67465 FERNWOOD	320.97			
1003481	08-22-24	CLINICAL LABORATORY OF SAN BERNARDINO	BOS TESTING H+DC 07/2024	270.00	4,692.00		4,692.00
			LAB SERVICES	4,422.00			
1003407	08-08-24	CORE & MAIN LP	COPPER TUBING 1"	5,279.75	11,858.02		11,858.02
			HYMAX FLEX COUPL. 8"	793.92			
			HARDWARE INVENTORY	504.60			
			1" COPPER TUBING	5,279.75			
1003482	08-22-24	CORE & MAIN LP	PLASTIC HYD HOSE CAP	754.25	754.25		754.25
1003408	08-08-24	COUNTY OF RIVERSIDE	ENC. PERMIT - UNITED ROAD	1,614.00	1,614.00		1,614.00
			ENC24070095				
1003521	08-29-24	COUNTY OF RIVERSIDE	DHS LIBRARY ROOM FEE - 4 SESSIONS	100.00	100.00		100.00
1003449	08-15-24	CSDA	SDLA MODULE 1 TRAINING	285.00	285.00		285.00
1003450	08-15-24	CV STRATEGIES	STRATEGIC COMM. SERVICES	381.25	12,466.25		12,466.25
			STRATEGIC COMM. - REGIONAL PLANT	8,081.25			
			STRATEGIC COMM. SERVICES - VIDEOS	4,003.75			
1003451	08-15-24	CV STRATEGIES	STRATEGIC COMM. SVCS - CCR	12,446.25	12,446.25		12,446.25
1003522	08-29-24	CWEA	LAB ANALYST GRADE 1 - ANDY G.	106.00	106.00		106.00
1003452	08-15-24	CYPRESS DENTAL ADMINISTRATORS	SEPT 2024 PREPAID DENTAL INS.	4,881.32	4,881.32		4,881.32
1003442	08-08-24	DAVID HEMINGWAY	ACCOUNT REFUND 66684 FLORA AVE	534.41	534.41		534.41
1003453	08-15-24	DESERT ELECTRIC SUPPLY	FUSE FOR VISTA COMP	40.88	40.88		40.88
1003483	08-22-24	DESERT ELECTRIC SUPPLY	REPAIR PARTS LOW NORTHRIDGE	151.10	151.10		151.10
1003524	08-29-24	DESERT PROMOTIONS	POLOS/JACKET	135.94	135.94		135.94
1003410	08-08-24	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRES UNIT #398	975.02	1,106.82		1,106.82
			REPLACEMENT TRAILER TIRE UNIT #345	131.80			
1003523	08-29-24	DESERT URGENT CARE	DOT PHYSICAL/RANDOMS	175.00	175.00		175.00
1003484	08-22-24	DESERT VALLEY DISPOSAL, INC.	JULY SERVICE CHARGE - ADMIN BLDG	566.47	1,391.81		1,391.81
			JULY SERVICE CHARGE - CORP YARD	825.34			
1003409	08-08-24	DESERT WATER AGENCY	DWA RAC FEES - MAIN SYSTEM	389,844.65	399,002.88		399,002.88
			DWA RAC FEES - ID-E SYSTEM	9,158.23			
1003525	08-29-24	DLT SOLUTIONS LLC	AUTOCAD ANNUAL SUB. RENEWAL	4,602.07	4,602.07		4,602.07
99108377	08-01-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE PP #16	9,160.26	0.00	9,160.26	9,160.26
1003485	08-22-24	ECOLOGY AUTO PARTS	SLUDGE HAULING - BELT TRAILER	2,000.00	13,612.46		13,612.46
			SLUDGE HAULING 07.19.24	2,680.12			
			SLUDGE HAULING 07.27.24	4,015.65			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			SLUDGE HAULING 07.27.24	1,916.69			
			SLUDGE HAULING - TRACTOR UNIT	3,000.00			
1003526	08-29-24	ECOLOGY AUTO PARTS	SLUDGE HAULING - 08.09.24	1,337.44	4,012.32		4,012.32
			SLUDGE HAULING - 08.02.24	2,674.88			
1003527	08-29-24	EDUARDO VELASQUEZ	SMART CONTROLLER REBATE	150.00	150.00		150.00
99108454	08-09-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 08.02.2024	59,445.41	59,445.41		59,445.41
99108611	08-14-24	EFTPS-IRS PAYROLL TAX REMITTANCE	CP220 - Q4 2021 FORM 941 AMENDED	1,842.43	1,842.43		1,842.43
99108652	08-23-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX PPE 08.16.2024	66,179.06	66,179.06		66,179.06
99108756	08-29-24	EFTPS-IRS PAYROLL TAX REMITTANCE	CP220 - Q4 2022	458.12	458.12		458.12
99108757	08-29-24	EFTPS-IRS PAYROLL TAX REMITTANCE	CP134B - Q3 2023	4,377.35	4,377.35		4,377.35
PR080924	08-09-24	EMPLOYEE PAYROLL CHECKS		1,704.10	1,704.10		1,704.10
PR082324	08-23-24	EMPLOYEE PAYROLL CHECKS		0.00	0.00		0.00
1003528	08-29-24	ENGINEERING SOLUTIONS SERVICES INC	GRANT WRITING SERVICES PP #2	14,734.00	19,826.00		19,826.00
			GRANT WRITING SERVICES PP#1	4,183.00			
			GRANT WRITING SERVICES PP#3	909.00			
1003411	08-08-24	ENTERPRISE FM TRUST	MONTHLY LEASE FLEET - 08/2024	25,165.95	25,165.95		25,165.95
1003486	08-22-24	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT - 07/2024	4,095.87	4,095.87		4,095.87
1003412	08-08-24	ENVIROLOGIC RESOURCES,INC.	MARCH & APRIL 2024 SERVICES	2,322.50	0.00	6,820.00	6,820.00
			MAY 2024 SERVICES	3,012.50			
			JUNE 2024 SERVICES	1,485.00			
1002915	08-01-24	ERICA JONES	ACCOUNT REFUND 65896 DESERT VIEW AVE	-207.60	-207.60		-207.60
1003413	08-08-24	ERICA JONES	ACCOUNT REFUND 65896 DESERT VIEW AVE	207.60	207.60		207.60
1003036	08-06-24	ESRI INC.	ANNUAL ESRI AGREEMENT YEAR 2/3	-28,400.00	-28,400.00		-28,400.00
1003414	08-08-24	ESRI INC.	ANNUAL ESRI AGREEMENT YEAR 2/3	28,400.00	28,400.00		28,400.00
1003529	08-29-24	ESRI INC.	ARCGIS ONLINE CREATOR SUB. - R. GOODNER	325.00	325.00		325.00
1003415	08-08-24	FARMER BROS. CO	COFFEE ORDER	395.72	395.72		395.72
1003416	08-08-24	FEDEX	WELLS FARGO OVERNIGHT FEE	55.94	211.62		211.62
			WELLS FARGO OVERNIGHT FEE	103.64			
			WELLS FARGO OVERNIGHT FEE	52.04			
1003487	08-22-24	FEDEX	WELLS FARGO OVERNIGHT FEE	109.42	117.71		117.71
			LATE FEE	8.29			
1003530	08-29-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.27	51.27		51.27
1003531	08-29-24	FM THOMAS AIR CONDITIONING INC	CONDENSATION PUMP/REPAIRS	1,256.31	1,256.31		1,256.31
1003454	08-15-24	FORSHOCK	SCADA MONITORING AUGUST	220.00	440.00		440.00
			SCADA MONITORING JULY	220.00			
1003455	08-15-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 08.02.24 PMT 24	150.00	150.00		150.00
1003532	08-29-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 08.16.24 PMT 25	150.00	150.00		150.00
1003434	08-08-24	FRANK FARAG	ACCOUNT REFUND 65282 SAN JACINTO ST SE CORNER	418.75	418.75		418.75
1003533	08-29-24	GALLAGHER BENEFIT SERVICES INC	REVIEW OF DIR. OF OPS. JOB DESC.	250.00	250.00		250.00
1003534	08-29-24	GARY W HURT	SMART CONTROLLER REBATE	150.00	150.00		150.00
1003488	08-22-24	GLENN B. DORNING, INC.	REPLACEMENT REPAIR PARTS	2,208.22	2,208.22		2,208.22
1003417	08-08-24	HACH COMPANY	UV PROTECTION SCREEN	2,079.58	2,079.58		2,079.58
1003435	08-08-24	HASSANE SAID AYASS	ACCOUNT REFUND 66239 AVE CADENA	17.48	17.48		17.48
1003436	08-08-24	HERMAN WEISSKER	ACCOUNT REFUND COVEY ST & TEAGARDEN	428.90	428.90		428.90
1003489	08-22-24	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	3,608.18	3,608.18		3,608.18
1003437	08-08-24	HUMBERTO VEGA LOPEZ	ACCOUNT REFUND 65896 CAHUILLA AVE	31.74	31.74		31.74
1003456	08-15-24	INFOSEND INC	JULY SERVICES	4,479.84	14,806.30		14,806.30
			JULY BILLING SERVICES	4,568.61			

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			APRIL BILLING SERVICES	4,434.72			
			JUNE NEWSLETTER	1,323.13			
1003418	08-08-24	INTELESYS	NEW DEVICE ONBOARDING	85.00	9,650.83		9,650.83
			MONTHLY MANAGED IT SERVICES	8,464.00			
			NEW DEVICE ONBOARDING	85.00			
			NEW DEVICE ONBOARDING	85.00			
			ONSITE & REMOTE EMERGENCY SERVICES	846.83			
			NEW DEVICE ONBOARDING	85.00			
1003490	08-22-24	IRIS GROUP HOLDINGS LLC DBA EVERON	SECURITY ALARM - ADMIN & CORP YARD	375.51	375.51		375.51
1003457	08-15-24	IVAN SEWELL	MILEAGE & ACCOMODATION REIMBURSEMENT	1,462.12	1,462.12		1,462.12
99108378	08-01-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE PP #27	20,063.63	0.00	20,063.63	20,063.63
1003535	08-29-24	JULIO MARTINEZ	TRAINING REIMBURSEMENT	186.02	186.02		186.02
1003491	08-22-24	KENWOOD ENERGY	PPA AGREEMENT - PROGRESS PMT #23	11,543.75	0.00	12,195.00	12,195.00
			RES-BCT AGREEMENT PROGRESS PMT	651.25			
1003536	08-29-24	L.O. LYNCH QUALITY WELLS & PUMPS, INC.	LOW NORTHRIDGE BOOSTER REPAIRS	7,526.00	7,526.00		7,526.00
1003458	08-15-24	LANDMARK CONSULTANTS INC	PROGRESS PAYMENT #2	803.00	0.00	803.00	803.00
1003438	08-08-24	LAURI FISCHER	ACCOUNT REFUND 66338 CAHUILLA AVE	239.44	239.44		239.44
99108457	08-09-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 08.02.2024	15,929.13	15,929.13		15,929.13
99108653	08-23-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 08.16.24	15,801.59	15,801.59		15,801.59
1003537	08-29-24	LORENZO JESSE SOTO	BOOT REIMBURSEMENT	172.39	172.39		172.39
1003439	08-08-24	LOUIE ARELLANO	ACCOUNT REFUND 13945 RAMONA DR	164.23	164.23		164.23
1003459	08-15-24	LUCA MASSIMO	SMART CONTROLLER REBATE	141.14	141.14		141.14
1003419	08-08-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	793.15	2,543.55		2,543.55
			STAFFING SERVICES - FIELD	1,750.40			
1003492	08-22-24	MANPOWER US INC.	STAFFING SERVICES - FIELD	1,750.40	3,493.36		3,493.36
			STAFFING SERVICES - FIELD	1,742.96			
1003538	08-29-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	1,238.10	2,988.50		2,988.50
			STAFFING SERVICES - FIELD	1,750.40			
1003420	08-08-24	MARK VERMEER	BOOT REIMBURSEMENT	61.40	61.40		61.40
1003421	08-08-24	MATHESON TRI-GAS, INC	RESTOCK BATTERIES	257.53	257.53		257.53
1003493	08-22-24	MCMASTER-CARR	STEEL TUBING, U-BOLTS	164.89	297.39		297.39
			REPAIR MATERIAL - HORTON PLANT	132.50			
1003539	08-29-24	MCMASTER-CARR	RESTOCK KEYED PADLOCKS	355.13	355.13		355.13
1003460	08-15-24	MDN WATER MANAGEMENT SERVICES INC	JULY SERVICES	10,058.00	10,058.00		10,058.00
1003422	08-08-24	MICHAEL MOORE	BOOT REIMBURSEMENT	300.00	300.00		300.00
1003540	08-29-24	MWH CONSTRUCTION INC	PROGRESS PAYMENT #1	12,998.00	12,998.00		12,998.00
1003494	08-22-24	NAPA AUTO PARTS	RUBBER LUBRICANT	8.69	8.69		8.69
1003541	08-29-24	NOBEL SYSTEMS INC.	GEOVIEWER ANNUAL SUBSCRIPTION	5,500.00	5,500.00		5,500.00
1003495	08-22-24	O'REILLY AUTOMOTIVE INC.	REPLACEMENT WIPER BLADES	43.94	1,278.44		1,278.44
			OIL/FILTER CHANGE	161.09			
			OIL/FILTER CHANGE	63.11			
			RESTOCK GREASE	64.88			
			REPLACE GEARLUBE	107.64			
			RESTOCK BLUEDEF FLUID	407.30			
			OIL/FILTER CHANGE	60.84			
			DRY LUBRICANT	20.45			
			ADAPTER	14.64			
			TRAILER CONNECTOR	11.90			

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			REPLACEMENT FILTERS	322.65			
1003496	08-22-24	PALM SPRINGS MOTORS INC	REPLACEMENT U BOLTS	77.43	366.10		366.10
			REPLACEMENT WINDOW MOULDING	120.67			
			VEHICLE CHECK UP	168.00			
1003497	08-22-24	PALM SPRINGS PEST CONTROL, INC.	CORP YARD PEST SVCS	115.00	325.00		325.00
			ADMIN BLDG PEST SVCS	140.00			
			ANNEX BLDG PEST SVCS	70.00			
1003498	08-22-24	PARKERS BUILDING SUPPLY	LIGHT REPAIR	12.03	472.00		472.00
			1 GANG OUTLET PLASTIC	0.74			
			PVC SOLVENT BALL VALVE	9.14			
			HARDWARE INVENTORY	6.35			
			RESTOCK DUCT TAPE	33.58			
			IRRIGATION REPAIRS	8.04			
			PLASTIC NIPPLE EXTRACTOR	7.53			
			16 GAUGE STEEL TUBE	18.30			
			RESTOCK CONCRETE BAGS	359.06			
			TOILET REPAIR	17.23			
1003423	08-08-24	PARKHOUSE TIRE, INC	REPLACEMENT TIRES UNIT #395	1,036.86	1,036.86		1,036.86
99108740	08-21-24	PAYMENTUS CORPORATION	JULY 2024 CREDIT CARD FEES	3,781.80	3,781.80		3,781.80
99108463	08-05-24	PAYNEARME MT, INC.	JULY 2024 PAYNEARME FEES	8,554.93	8,554.93		8,554.93
1003542	08-29-24	PLANETBIDS, INC.	ANNUAL SUBSCRIPTION	6,810.73	6,810.73		6,810.73
1003499	08-22-24	POWERPLAN OIB	PRESSURE REGULATOR	217.76	670.52		670.52
			REPLACEMENT FILTERS/OIL	452.76			
1003500	08-22-24	PROFORMA	DIRECT DEPOSIT VOUCHERS	283.07	283.07		283.07
99108538	08-20-24	QUADIENT FINANCE USA, INC.	LEASE PMT - SEP. TO DEC.	650.58	650.58		650.58
1003543	08-29-24	RAFTELIS FINANCIAL CONSULTANTS, INC	PROFESSIONAL SVCS - SEPT. 2023	92.50	6,636.25		6,636.25
			PROFESSIONAL SVCS - JULY 2024	1,208.75			
			PROFESSIONAL SVCS - JAN. 2024	1,752.50			
			PROFESSIONAL SVCS - APRIL 2024	231.25			
			PROFESSIONAL SVCS - OCT. 2023	555.00			
			PROFESSIONAL SVCS - NOV. 2023	92.50			
			PROFESSIONAL SVCS - MARCH 2023	2,261.25			
			PROFESSIONAL SVCS - AUG. 2023	442.50			
1003544	08-29-24	RAY LOPEZ ASSOCIATES	JULY INSPECTIONS & PLAN CHECKS	5,775.00	5,775.00		5,775.00
1003424	08-08-24	ROBERT G MODRICH	JULY 2024 UNIDATA MAINTENANCE	3,654.00	3,654.00		3,654.00
1003461	08-15-24	ROGERS,ANDERSON,MALODY & SCOTT, LLP.	PROGRESS BILLING #1 FY 24	10,500.00	10,500.00		10,500.00
1003443	08-08-24	ROSA VELAZQUEZ	ACCOUNT REFUND 16770 VIA CORTO E	601.92	601.92		601.92
1003462	08-15-24	RUHNAU CLARKE ARCHITECTS	PROGRESS PAYMENT - ARCHITECT FEES	54,600.00	0.00	54,600.00	54,600.00
1003463	08-15-24	RUSS MARTIN	MILEAGE REIMBURSEMENT	589.60	589.60		589.60
1003545	08-29-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557 - MSWD V SCE LEGAL CONS.	5,673.15	0.00	5,673.15	5,673.15
1003546	08-29-24	SHERWIN-WILLIAMS	RESTOCK SAFETY PAINT	391.63	391.63		391.63
75869	08-01-24	SIERRA BOYLE	CRD COMPLAINT SETTLEMENT	90,000.00	90,000.00		90,000.00
1003440	08-08-24	SILVER ROCK DEVELOPMENT, INC.	ACCOUNT REFUND 13381 CUANDO WAY	690.51	690.51		690.51
1003464	08-15-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES RETAINER	6,500.00	13,842.50		13,842.50
			LEGAL SERVICES OVER RETAINER	7,342.50			
1003501	08-22-24	SOUTH COAST AIR QUALITY	FLAT FEE EMISSIONS PERMIT - DESERT CREST	165.96	4,748.64		4,748.64
			ANNUAL PERMIT - SEWAGE DESERT CREST	1,937.84			
			ANNUAL PERMIT - ICE GENERATOR - SEWAGE	2,478.88			

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			FLAT FEE EMISSIONS PERMIT - HWWTP	165.96			
1003548	08-29-24	SOUTH WEST PUMP & DRILLING, INC.	WELL 24 EQUIPMENT REPAIRS	94,835.69	94,835.69		94,835.69
1003547	08-29-24	SOUTHERN CALIFORNIA EDISON	CONVEYANCE LINE EASEMENT SETTLEMENT	88,080.00	0.00	88,080.00	88,080.00
1003465	08-15-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	7,300.64	7,300.64		7,300.64
1003502	08-22-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	193,738.75	229,841.45		229,841.45
			ELECTRIC BILL	6,719.15			
			ELECTRIC BILL	29,383.55			
1003425	08-08-24	STAPLES	RESTOCK OFFICE SUPPLIES	1,725.96	1,725.96		1,725.96
1003503	08-22-24	STAPLES	MOUNTABLE WALL FILE	48.47	721.45		721.45
			REPLACEMENT COUNTERFEIT PENS	34.57			
			OFFICE SUPPLIES - WRIGHT PLANT	412.57			
			OFFICE SUPPLIES - GIS DEPT.	225.84			
99108455	08-09-24	STATE OF CA EDD	STATE TAX PPE 08.02.2024	11,957.95	11,957.95		11,957.95
99108650	08-23-24	STATE OF CA EDD	STATE TAX PPE 08.16.24	13,858.41	13,858.41		13,858.41
1003504	08-22-24	SWRCB ACCOUNTING OFFICE	DISTRIBUTION 1 CERT. - JOSIAH P.	70.00	70.00		70.00
1003467	08-15-24	THE LAMAR COMPANIES	BILLBOARD RENEWAL	950.00	950.00		950.00
1003466	08-15-24	THE LINCOLN NATL. LIFE INS. CO.	SEPT 2024 LIFE INSURANCE	3,965.07	3,965.07		3,965.07
1003468	08-15-24	TIMMONS GROUP INC	PROGRESS PAYMENT #5	23,461.03	0.00	53,241.58	53,241.58
			PROGRESS PAYMENT #4	29,780.55			
1003426	08-08-24	TKE ENGINEERING, INC	CM & INSPECTION RANCHO DESCANSO MAY 2024	175.00	175.00	19,737.50	19,912.50
			CONSULTANT DESIGN MAY 2024	5,642.50			
			WELL 42 C&M INSPECTION MAY 2024	1,237.50			
			CONSULTANT DESIGN JUNE 2024	12,857.50			
1003469	08-15-24	TKE ENGINEERING, INC	JUNE GENERAL ENGINEERING SERVICES	13,537.50	10,090.00	3,447.50	13,537.50
1003549	08-29-24	TOM DODSON & ASSOCIATES	CEQA CSS ADMIN PMT #10	5,539.36	0.00	22,227.86	22,227.86
			CEQA CSS ADMIN PMT #11	10,163.50			
			CEQA CSS ADMIN PMT #12	6,525.00			
1003427	08-08-24	TOPS N BARRICADES, INC	REPLACEMENT TRAFFIC CONES	743.85	1,007.03		1,007.03
			REPLACEMENT TRAFFIC CONES	263.18			
1003505	08-22-24	TOPS N BARRICADES, INC	WHITE PAINT 5 GAL	179.44	310.59		310.59
			FIBER FLEX WORKING SIGNS	131.15			
1003550	08-29-24	TOPS N BARRICADES, INC	REPLACEMENT WORKING SIGNS	480.68	480.68		480.68
1003470	08-15-24	TRI-STAR CONTRACTING II, INC.	PROGRESS PAYMENT #2	3,200.28	0.00	145,034.33	145,034.33
			PROGRESS PAYMENT #1	141,834.05			
1003471	08-15-24	TRIMBLE INC	PROGRESS PAYMENT #1	34,896.00	0.00	34,896.00	34,896.00
1003428	08-08-24	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERTS	267.15	2,255.61		2,255.61
			TOTAL FEES FOR 24-25 CA STATE FEE	1,988.46			
1003429	08-08-24	URBAN HABITAT	LANDSCAPE SERVICES - JUNE 2024	5,550.00	5,550.00		5,550.00
1003506	08-22-24	URBAN HABITAT	LANDSCAPE SVCS JULY 2024	5,550.00	5,550.00		5,550.00
99108536	08-06-24	US BANK CORPORATE TRUST SERVICES	US BANK WIRE - AD #13	22,114.51	22,114.51		22,114.51
1003507	08-22-24	USA BLUEBOOK	REPLACEMENT PUMP	1,437.79	7,883.21		7,883.21
			2ND REPL. SUBMERSIBLE PUMP	1,437.78			
			REPLACEMENT DRUMP PUMP	2,009.42			
			LAB MATERIAL	1,214.10			
			CLEANING SOLUTION, GRUNDFOS CONNECTION KIT	1,784.12			
1003551	08-29-24	USA BLUEBOOK	DPD DISPENSERS	539.96	2,684.65		2,684.65
			OIL FILLED PRESSURE GAUGE	397.47			
			ELECTRODE GEL POLAROGRAPHIC SENSOR	712.32			

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			SPECIAL PUMP - WTR PRODUCTION	627.77			
			GRUNDFOS CONNECTION KIT	407.13			
99108490	08-01-24	USDA RURAL DEVELOPMENT	USDA LOAN PAYMENT INTEREST ONLY	4,977.00	4,977.00		4,977.00
1003508	08-22-24	VALLEY LOCK & SAFE	REPLACEMENT GATE OPENERS	175.36	175.36		175.36
1003430	08-08-24	VERIZON CONNECT FLEET USA LLC	GPS MONITORS FOR FLEET	587.45	587.45		587.45
1003509	08-22-24	VESTIS SERVICES INC	UNIFORM SERVICES 07.31.24	304.84	589.47		589.47
			UNIFORM SERVICES 08.07.24	284.63			
1003441	08-08-24	WAR EAGLE CONSULTING & CONTRACTING INC.	ACCOUNT REFUND VERNON RD & WESTSIDE DRIVE	600.54	600.54		600.54
1003431	08-08-24	WATERLINE TECHNOLOGIES INC.	8 DRUMS REFILLED #5694947	1,956.74	10,517.48		10,517.48
			8 DRUMS REFILLED #5696304	1,956.74			
			13 DRUMS REFILLED #5697752	3,179.70			
			8 DRUMS REFILLED #5695903	1,956.74			
			6 DRUMS REFILLED #5699069	1,467.56			
1003472	08-15-24	WATERLINE TECHNOLOGIES INC.	10 DRUMS REFILLED #5693530	2,445.93	2,445.93		2,445.93
1003552	08-29-24	WEBB MUNICIPAL FINANCE, LLC	MSWD AD 13 FY23/24 ADMIN	10,000.00	10,000.00		10,000.00
99108758	08-29-24	WELLS FARGO - WELLSONE	JULY 2024 CREDIT CARD PAYMENT	37,339.80	37,339.80		37,339.80
99108456	08-09-24	WELLS FARGO BANK	AUTO DEP PPE 08.02.2024	139,577.05	139,577.05		139,577.05
99108459	08-01-24	WELLS FARGO BANK	JULY 2024 LOC INTEREST EXP	49,875.00	49,875.00		49,875.00
99108649	08-23-24	WELLS FARGO BANK	AUTO DEP PPE 08.16.2024	151,283.58	151,283.58		151,283.58
1003510	08-22-24	WESTAIR GASES & EQUIPMENT, INC.	REFILL WELDING GAS	84.41	141.23		141.23
			REFILL WELDING GAS	56.82			
1003432	08-08-24	WESTERN WATER WORKS	HARDWARE INVENTORY	2,913.56	2,913.56		2,913.56
1003511	08-22-24	WHITE CAP CONSTRUCTION SUPPLY	RESTOCK SHOVELS - FIELD STAFF	147.85	421.98		421.98
			RESTOCK SHOVELS	145.11			
			RESTOCK HYDRATION SUPPS.	129.02			
1003553	08-29-24	WHITE CAP CONSTRUCTION SUPPLY	RESTOCK ROUND POINT SHOVELS	72.56	72.56		72.56
1003444	08-08-24	WILLIAM WOLFE	ACCOUNT REFUND 65564 AVE CADENA	644.05	644.05		644.05
1003473	08-15-24	XEROX CORPORATION	XEROX LEASE	172.39	172.39		172.39
1003554	08-29-24	YURIDIA G. SANCHEZ	TOILET REBATE	200.00	200.00		200.00
1003512	08-22-24	ZORO TOOLS INC	RAIL BRACKETS	31.68	234.84		234.84
			REPLACEMENT DUCTILE BLADES	203.16			
			CURRENT CHECK TOTAL	2,613,285.9	2,085,054.7	528,231.2	2,613,285.9
TOTAL				2,613,285.96	2,085,054.76	528,231.20	2,613,285.96
182 records listed							

MISSION SPRINGS WATER DISTRICT - 11:04:15 09-03-24
(PAP40:FAP16) CASH DISBURSEMENTS FOR PERIOD 08-01-2024 THRU 08-31-2024 BY CHECK NUMBER

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
75869	08-01-24	SIERRA BOYLE	CRD COMPLAINT SETTLEMENT	90,000.00	90,000.00		90,000.00
1002915	08-01-24	ERICA JONES	ACCOUNT REFUND 65896 DESERT VIEW AVE	-207.60	-207.60		-207.60
1003036	08-06-24	ESRI INC.	ANNUAL ESRI AGREEMENT YEAR 2/3	-28,400.00	-28,400.00		-28,400.00
1003403	08-08-24	ACWA-JPIA HEALTH BENEFITS AUTH.	SEPT 2024 PREPAID INSURANCE	99,630.38	99,630.38		99,630.38
1003404	08-08-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	709.58	709.58		709.58
1003405	08-08-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE - HORTON CLARIFIER EFF.	250.18	500.36		500.36
			TOTAL N PACKAGE - HORTON CLARIFIER EFF.	250.18			
1003406	08-08-24	BECK OIL, INC.	DIESEL FUEL	2,144.45	6,534.66		6,534.66
			UNLEADED GASOLINE	4,390.21			
1003407	08-08-24	CORE & MAIN LP	COPPER TUBING 1"	5,279.75	11,858.02		11,858.02
			HYMAX FLEX COUPL. 8"	793.92			
			HARDWARE INVENTORY	504.60			
			1" COPPER TUBING	5,279.75			
1003408	08-08-24	COUNTY OF RIVERSIDE	ENC. PERMIT - UNITED ROAD	1,614.00	1,614.00		1,614.00
			ENC24070095				
1003409	08-08-24	DESERT WATER AGENCY	DWA RAC FEES - MAIN SYSTEM	389,844.65	399,002.88		399,002.88
			DWA RAC FEES - ID-E SYSTEM	9,158.23			
1003410	08-08-24	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRES UNIT #398	975.02	1,106.82		1,106.82
			REPLACEMENT TRAILER TIRE UNIT #345	131.80			
1003411	08-08-24	ENTERPRISE FM TRUST	MONTHLY LEASE FLEET - 08/2024	25,165.95	25,165.95		25,165.95
1003412	08-08-24	ENVIROLOGIC RESOURCES,INC.	MARCH & APRIL 2024 SERVICES	2,322.50	0.00	6,820.00	6,820.00
			MAY 2024 SERVICES	3,012.50			
			JUNE 2024 SERVICES	1,485.00			
1003413	08-08-24	ERICA JONES	ACCOUNT REFUND 65896 DESERT VIEW AVE	207.60	207.60		207.60
1003414	08-08-24	ESRI INC.	ANNUAL ESRI AGREEMENT YEAR 2/3	28,400.00	28,400.00		28,400.00
1003415	08-08-24	FARMER BROS. CO	COFFEE ORDER	395.72	395.72		395.72
1003416	08-08-24	FEDEX	WELLS FARGO OVERNIGHT FEE	55.94	211.62		211.62
			WELLS FARGO OVERNIGHT FEE	103.64			
			WELLS FARGO OVERNIGHT FEE	52.04			
1003417	08-08-24	HACH COMPANY	UV PROTECTION SCREEN	2,079.58	2,079.58		2,079.58
1003418	08-08-24	INTELESYS	NEW DEVICE ONBOARDING	85.00	9,650.83		9,650.83
			MONTHLY MANAGED IT SERVICES	8,464.00			
			NEW DEVICE ONBOARDING	85.00			
			NEW DEVICE ONBOARDING	85.00			
			ONSITE & REMOTE EMERGENCY SERVICES	846.83			
			NEW DEVICE ONBOARDING	85.00			
1003419	08-08-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	793.15	2,543.55		2,543.55
			STAFFING SERVICES - FIELD	1,750.40			
1003420	08-08-24	MARK VERMEER	BOOT REIMBURSEMENT	61.40	61.40		61.40
1003421	08-08-24	MATHESON TRI-GAS, INC	RESTOCK BATTERIES	257.53	257.53		257.53
1003422	08-08-24	MICHAEL MOORE	BOOT REIMBURSEMENT	300.00	300.00		300.00
1003423	08-08-24	PARKHOUSE TIRE, INC	REPLACEMENT TIRES UNIT #395	1,036.86	1,036.86		1,036.86
1003424	08-08-24	ROBERT G MODRICH	JULY 2024 UNIDATA MAINTENANCE	3,654.00	3,654.00		3,654.00
1003425	08-08-24	STAPLES	RESTOCK OFFICE SUPPLIES	1,725.96	1,725.96		1,725.96
1003426	08-08-24	TKE ENGINEERING, INC	CM & INSPECTION RANCHO DESCANSO MAY 2024	175.00	175.00	19,737.50	19,912.50
			CONSULTANT DESIGN MAY 2024	5,642.50			
			WELL 42 C&M INSPECTION MAY 2024	1,237.50			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			CONSULTANT DESIGN JUNE 2024	12,857.50			
1003427	08-08-24	TOPS N BARRICADES, INC	REPLACEMENT TRAFFIC CONES	743.85	1,007.03		1,007.03
			REPLACEMENT TRAFFIC CONES	263.18			
1003428	08-08-24	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERTS	267.15	2,255.61		2,255.61
			TOTAL FEES FOR 24-25 CA STATE FEE	1,988.46			
1003429	08-08-24	URBAN HABITAT	LANDSCAPE SERVICES - JUNE 2024	5,550.00	5,550.00		5,550.00
1003430	08-08-24	VERIZON CONNECT FLEET USA LLC	GPS MONITORS FOR FLEET	587.45	587.45		587.45
1003431	08-08-24	WATERLINE TECHNOLOGIES INC.	8 DRUMS REFILLED #5694947	1,956.74	10,517.48		10,517.48
			8 DRUMS REFILLED #5696304	1,956.74			
			13 DRUMS REFILLED #5697752	3,179.70			
			8 DRUMS REFILLED #5695903	1,956.74			
			6 DRUMS REFILLED #5699069	1,467.56			
1003432	08-08-24	WESTERN WATER WORKS	HARDWARE INVENTORY	2,913.56	2,913.56		2,913.56
1003433	08-08-24	CATHERINE NEIGHBORS	ACCOUNT REFUND 12972 EMERALD DR	21.08	21.08		21.08
1003434	08-08-24	FRANK FARAG	ACCOUNT REFUND 65282 SAN JACINTO ST SE CORNER	418.75	418.75		418.75
1003435	08-08-24	HASSANE SAID AYASS	ACCOUNT REFUND 66239 AVE CADENA	17.48	17.48		17.48
1003436	08-08-24	HERMAN WEISSKER	ACCOUNT REFUND COVEY ST & TEAGARDEN	428.90	428.90		428.90
1003437	08-08-24	HUMBERTO VEGA LOPEZ	ACCOUNT REFUND 65896 CAHUILLA AVE	31.74	31.74		31.74
1003438	08-08-24	LAURI FISCHER	ACCOUNT REFUND 66338 CAHUILLA AVE	239.44	239.44		239.44
1003439	08-08-24	LOUIE ARELLANO	ACCOUNT REFUND 13945 RAMONA DR	164.23	164.23		164.23
1003440	08-08-24	SILVER ROCK DEVELOPMENT, INC.	ACCOUNT REFUND 13381 CUANDO WAY	690.51	690.51		690.51
1003441	08-08-24	WAR EAGLE CONSULTING & CONTRACTIN	ACCOUNT REFUND VERNON RD & WESTSIDE DRIVE	600.54	600.54		600.54
1003442	08-08-24	DAVID HEMINGWAY	ACCOUNT REFUND 66684 FLORA AVE	534.41	534.41		534.41
1003443	08-08-24	ROSA VELAZQUEZ	ACCOUNT REFUND 16770 VIA CORTO E	601.92	601.92		601.92
1003444	08-08-24	WILLIAM WOLFE	ACCOUNT REFUND 65564 AVE CADENA	644.05	644.05		644.05
1003445	08-15-24	AECOM TECHNICAL SERVICES INC.	PROGRESS PAYMENT #16	26,006.74	0.00	45,053.74	45,053.74
			WELL 42 REDESIGN PROGRESS PMT #24	3,295.00			
			PROGRESS PAYMENT #17	11,930.50			
			PROGRESS PAYMENT #1	3,821.50			
1003446	08-15-24	AMBER DUFF	MILEAGE REIMBURSEMENT	573.52	573.52		573.52
1003447	08-15-24	CARPI & CLAY. INC	FEDERAL ADVOCACY SERVICES	5,000.00	5,000.00		5,000.00
1003448	08-15-24	CASEY DOLAN	MONTHLY DIGITAL MANAGEMENT CONSULTING	650.00	650.00		650.00
1003449	08-15-24	CSDA	SDLA MODULE 1 TRAINING	285.00	285.00		285.00
1003450	08-15-24	CV STRATEGIES	STRATEGIC COMM. SERVICES	381.25	12,466.25		12,466.25
			STRATEGIC COMM. - REGIONAL PLANT	8,081.25			
			STRATEGIC COMM. SERVICES - VIDEOS	4,003.75			
1003451	08-15-24	CV STRATEGIES	STRATEGIC COMM. SVCS - CCR	12,446.25	12,446.25		12,446.25
1003452	08-15-24	CYPRESS DENTAL ADMINISTRATORS	SEPT 2024 PREPAID DENTAL INS.	4,881.32	4,881.32		4,881.32
1003453	08-15-24	DESERT ELECTRIC SUPPLY	FUSE FOR VISTA COMP	40.88	40.88		40.88
1003454	08-15-24	FORSHOCK	SCADA MONITORING AUGUST	220.00	440.00		440.00
			SCADA MONITORING JULY	220.00			
1003455	08-15-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 08.02.24 PMT 24	150.00	150.00		150.00
1003456	08-15-24	INFOSEND INC	JULY SERVICES	4,479.84	14,806.30		14,806.30
			JULY BILLING SERVICES	4,568.61			
			APRIL BILLING SERVICES	4,434.72			
			JUNE NEWSLETTER	1,323.13			
1003457	08-15-24	IVAN SEWELL	MILEAGE & ACCOMODATION REIMBURSEMENT	1,462.12	1,462.12		1,462.12

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003458	08-15-24	LANDMARK CONSULTANTS INC	PROGRESS PAYMENT #2	803.00	0.00	803.00	803.00
1003459	08-15-24	LUCA MASSIMO	SMART CONTROLLER REBATE	141.14	141.14		141.14
1003460	08-15-24	MDN WATER MANAGEMENT SERVICES INC	JULY SERVICES	10,058.00	10,058.00		10,058.00
1003461	08-15-24	ROGERS,ANDERSON,MALODY & SCOTT, L	PROGRESS BILLING #1 FY 24	10,500.00	10,500.00		10,500.00
1003462	08-15-24	RUHNAU CLARKE ARCHITECTS	PROGRESS PAYMENT - ARCHITECT FEES	54,600.00	0.00	54,600.00	54,600.00
1003463	08-15-24	RUSS MARTIN	MILEAGE REIMBURSEMENT	589.60	589.60		589.60
1003464	08-15-24	SLOVAK BARON EMPEY MURPHY & PINKN	LEGAL SERVICES RETAINER	6,500.00	13,842.50		13,842.50
			LEGAL SERVICES OVER RETAINER	7,342.50			
1003465	08-15-24	SOUTHERN CALIFORNIA EDISON COMPAN	ELECTRIC BILL	7,300.64	7,300.64		7,300.64
1003466	08-15-24	THE LINCOLN NATL. LIFE INS. CO.	SEPT 2024 LIFE INSURANCE	3,965.07	3,965.07		3,965.07
1003467	08-15-24	THE LAMAR COMPANIES	BILLBOARD RENEWAL	950.00	950.00		950.00
1003468	08-15-24	TIMMONS GROUP INC	PROGRESS PAYMENT #5	23,461.03	0.00	53,241.58	53,241.58
			PROGRESS PAYMENT #4	29,780.55			
1003469	08-15-24	TKE ENGINEERING, INC	JUNE GENERAL ENGINEERING SERVICES	13,537.50	10,090.00	3,447.50	13,537.50
1003470	08-15-24	TRI-STAR CONTRACTING II, INC.	PROGRESS PAYMENT #2	3,200.28	0.00	145,034.33	145,034.33
			PROGRESS PAYMENT #1	141,834.05			
1003471	08-15-24	TRIMBLE INC	PROGRESS PAYMENT #1	34,896.00	0.00	34,896.00	34,896.00
1003472	08-15-24	WATERLINE TECHNOLOGIES INC.	10 DRUMS REFILLED #5693530	2,445.93	2,445.93		2,445.93
1003473	08-15-24	XEROX CORPORATION	XEROX LEASE	172.39	172.39		172.39
1003474	08-22-24	ACWA/JOINT POWERS INSUR AUTH	CYBER LIABILITY FY 24/25	6,503.08	56,190.12		56,190.12
			PREPAID PROPERTY INS. 2024/25	49,687.04			
1003475	08-22-24	AIR & HOSE SOURCE INC.	CREDIT - WRONG CAMLOCKS	-39.15	318.33		318.33
			CAMLOCKS FOR SUBPUMP	26.10			
			REPLACEMENT SUCTION HOSE	331.38			
1003476	08-22-24	AUTO ZONE STORES LLC	REPLACEMENT SOCKETS	22.28	22.28		22.28
1003477	08-22-24	BABCOCK LABORATORIES, INC.	COURSE REIMBURSEMENT	90.00	1,376.92		1,376.92
			TOTAL N PACKAGE	250.19			
			TOTAL N PACKAGE - HORTON CLARIFIER	250.18			
			E COLI TESTING - HORTON	393.90			
			TDS - HORTON	78.03			
			TDS - RWRF WWTP	52.02			
			E COLI TESTING - RWRF WWTP	262.60			
1003477	08-22-24	BABCOCK LABORATORIES, INC.	COURSE REIMBURSEMENT	-90.00	-1,376.92		-1,376.92
			TOTAL N PACKAGE	-250.19			
			TOTAL N PACKAGE - HORTON CLARIFIER	-250.18			
			E COLI TESTING - HORTON	-393.90			
			TDS - HORTON	-78.03			
			TDS - RWRF WWTP	-52.02			
			E COLI TESTING - RWRF WWTP	-262.60			
1003478	08-22-24	BECK OIL, INC.	UNLEADED GASOLINE	4,306.78	4,306.78		4,306.78
1003479	08-22-24	CHARLES BELL	TRAINING REIMBURSEMENT	505.06	505.06		505.06
1003480	08-22-24	CITY OF DESERT HOT SPRINGS	UU TAX AUGUST PROPERTY TAX COLL.	6,146.65	6,146.65		6,146.65
1003481	08-22-24	CLINICAL LABORATORY OF SAN BERNARD	BOS TESTING H+DC 07/2024	270.00	4,692.00		4,692.00
			LAB SERVICES	4,422.00			
1003482	08-22-24	CORE & MAIN LP	PLASTIC HYD HOSE CAP	754.25	754.25		754.25
1003483	08-22-24	DESERT ELECTRIC SUPPLY	REPAIR PARTS LOW NORTHRIDGE	151.10	151.10		151.10
1003484	08-22-24	DESERT VALLEY DISPOSAL, INC.	JULY SERVICE CHARGE - ADMIN BLDG	566.47	1,391.81		1,391.81

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			JULY SERVICE CHARGE - CORP YARD	825.34			
1003485	08-22-24	ECOLOGY AUTO PARTS	SLUDGE HAULING - BELT TRAILER	2,000.00	13,612.46		13,612.46
			SLUDGE HAULING 07.19.24	2,680.12			
			SLUDGE HAULING 07.27.24	4,015.65			
			SLUDGE HAULING 07.27.24	1,916.69			
			SLUDGE HAULING - TRACTOR UNIT	3,000.00			
1003486	08-22-24	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT - 07/2024	4,095.87	4,095.87		4,095.87
1003487	08-22-24	FEDEX	WELLS FARGO OVERNIGHT FEE	109.42	117.71		117.71
			LATE FEE	8.29			
1003488	08-22-24	GLENN B. DORNING, INC.	REPLACEMENT REPAIR PARTS	2,208.22	2,208.22		2,208.22
1003489	08-22-24	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	3,608.18	3,608.18		3,608.18
1003490	08-22-24	IRIS GROUP HOLDINGS LLC DBA EVERON	SECURITY ALARM - ADMIN & CORP YARD	375.51	375.51		375.51
1003491	08-22-24	KENWOOD ENERGY	PPA AGREEMENT - PROGRESS PMT #23	11,543.75	0.00	12,195.00	12,195.00
			RES-BCT AGREEMENT PROGRESS PMT	651.25			
1003492	08-22-24	MANPOWER US INC.	STAFFING SERVICES - FIELD	1,750.40	3,493.36		3,493.36
			STAFFING SERVICES - FIELD	1,742.96			
1003493	08-22-24	MCMASTER-CARR	STEEL TUBING, U-BOLTS	164.89	297.39		297.39
			REPAIR MATERIAL - HORTON PLANT	132.50			
1003494	08-22-24	NAPA AUTO PARTS	RUBBER LUBRICANT	8.69	8.69		8.69
1003495	08-22-24	O'REILLY AUTOMOTIVE INC.	REPLACEMENT WIPER BLADES	43.94	1,278.44		1,278.44
			OIL/FILTER CHANGE	161.09			
			OIL/FILTER CHANGE	63.11			
			RESTOCK GREASE	64.88			
			REPLACE GEARLUBE	107.64			
			RESTOCK BLUEDEF FLUID	407.30			
			OIL/FILTER CHANGE	60.84			
			DRY LUBRICANT	20.45			
			ADAPTER	14.64			
			TRAILER CONNECTOR	11.90			
			REPLACEMENT FILTERS	322.65			
1003496	08-22-24	PALM SPRINGS MOTORS INC	REPLACEMENT U BOLTS	77.43	366.10		366.10
			REPLACEMENT WINDOW MOULDING	120.67			
			VEHICLE CHECK UP	168.00			
1003497	08-22-24	PALM SPRINGS PEST CONTROL, INC.	CORP YARD PEST SVCS	115.00	325.00		325.00
			ADMIN BLDG PEST SVCS	140.00			
			ANNEX BLDG PEST SVCS	70.00			
1003498	08-22-24	PARKERS BUILDING SUPPLY	LIGHT REPAIR	12.03	472.00		472.00
			1 GANG OUTLET PLASTIC	0.74			
			PVC SOLVENT BALL VALVE	9.14			
			HARDWARE INVENTORY	6.35			
			RESTOCK DUCT TAPE	33.58			
			IRRIGATION REPAIRS	8.04			
			PLASTIC NIPPLE EXTRACTOR	7.53			
			16 GAUGE STEEL TUBE	18.30			
			RESTOCK CONCRETE BAGS	359.06			
			TOILET REPAIR	17.23			
1003499	08-22-24	POWERPLAN OIB	PRESSURE REGULATOR	217.76	670.52		670.52

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			REPLACEMENT FILTERS/OIL	452.76			
1003500	08-22-24	PROFORMA	DIRECT DEPOSIT VOUCHERS	283.07	283.07		283.07
1003501	08-22-24	SOUTH COAST AIR QUALITY	FLAT FEE EMISSIONS PERMIT - DESERT CREST	165.96	4,748.64		4,748.64
			ANNUAL PERMIT - SEWAGE DESERT CREST	1,937.84			
			ANNUAL PERMIT - ICE GENERATOR - SEWAGE	2,478.88			
			FLAT FEE EMISSIONS PERMIT - HWWTP	165.96			
1003502	08-22-24	SOUTHERN CALIFORNIA EDISON COMPAN	ELECTRIC BILL	193,738.75	229,841.45		229,841.45
			ELECTRIC BILL	6,719.15			
			ELECTRIC BILL	29,383.55			
1003503	08-22-24	STAPLES	MOUNTABLE WALL FILE	48.47	721.45		721.45
			REPLACEMENT COUNTERFEIT PENS	34.57			
			OFFICE SUPPLIES - WRIGHT PLANT	412.57			
			OFFICE SUPPLIES - GIS DEPT.	225.84			
1003504	08-22-24	SWRCB ACCOUNTING OFFICE	DISTRIBUTION 1 CERT. - JOSIAH P.	70.00	70.00		70.00
1003505	08-22-24	TOPS N BARRICADES, INC	WHITE PAINT 5 GAL	179.44	310.59		310.59
			FIBER FLEX WORKING SIGNS	131.15			
1003506	08-22-24	URBAN HABITAT	LANDSCAPE SVCS JULY 2024	5,550.00	5,550.00		5,550.00
1003507	08-22-24	USA BLUEBOOK	REPLACEMENT PUMP	1,437.79	7,883.21		7,883.21
			2ND REPL. SUBMERSIBLE PUMP	1,437.78			
			REPLACEMENT DRUMP PUMP	2,009.42			
			LAB MATERIAL	1,214.10			
			CLEANING SOLUTION, GRUNDFOS CONNECTION KIT	1,784.12			
1003508	08-22-24	VALLEY LOCK & SAFE	REPLACEMENT GATE OPENERS	175.36	175.36		175.36
1003509	08-22-24	VESTIS SERVICES INC	UNIFORM SERVICES 07.31.24	304.84	589.47		589.47
			UNIFORM SERVICES 08.07.24	284.63			
1003510	08-22-24	WESTAIR GASES & EQUIPMENT, INC.	REFILL WELDING GAS	84.41	141.23		141.23
			REFILL WELDING GAS	56.82			
1003511	08-22-24	WHITE CAP CONSTRUCTION SUPPLY	RESTOCK SHOVELS - FIELD STAFF	147.85	421.98		421.98
			RESTOCK SHOVELS	145.11			
			RESTOCK HYDRATION SUPPS.	129.02			
1003512	08-22-24	ZORO TOOLS INC	RAIL BRACKETS	31.68	234.84		234.84
			REPLACEMENT DUCTILE BLADES	203.16			
1003513	08-29-24	AECOM TECHNICAL SERVICES INC.	PROGRESS PAYMENT #2	6,759.75	0.00	6,759.75	6,759.75
1003514	08-29-24	ANDY GRUNNET	COURSE REIMBURSEMENT	90.00	90.00		90.00
1003515	08-29-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE	250.19	1,286.92		1,286.92
			TOTAL N PACKAGE - HORTON CLARIFIER	250.18			
			E COLI TESTING - HORTON	393.90			
			TDS - HORTON	78.03			
			TDS - RWRF WWTP	52.02			
			E COLI TESTING - RWRF WWTP	262.60			
1003516	08-29-24	BECK OIL, INC.	DIESEL FUEL	4,343.39	8,517.76		8,517.76
			UNLEADED GASOLINE	4,174.37			
1003517	08-29-24	BRINKS INCORPORATED	JULY MONTHLY CHARGES	69.31	376.91		376.91
			AUGUST MONTHLY CHARGES	307.60			
1003518	08-29-24	CASAMAR GROUP, LLC	LABOR COMPLIANCE SVCS JULY 2024	1,653.59	1,215.69	437.90	1,653.59
1003519	08-29-24	CHRISTOPHER JACOBSON	TRI-STATE REIMBURSEMENT	528.99	528.99		528.99
1003520	08-29-24	CITY OF DESERT HOT SPRINGS	ENC. CITY PERMIT - 67661 KEY WAY	328.37	4,188.22		4,188.22

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			BLANKET ENCROACHMENT PERMIT 24-25	2,000.00			
			CITY ENC. PERMIT 9426 AVENIDA JALISCO	255.00			
			CITY ENC. PERMIT 13833 SCENIC CREST DR.	320.97			
			CITY ENC. PERMIT VERBENA/FLORA/GRANADA	320.97			
			CITY ENC. PERMIT PROMENADE	320.97			
			CITY ENC. PERMIT NE OLYMPIC & GRT SMOKEY	320.97			
			CITY ENC. PERMIT 67465 FERNWOOD	320.97			
1003521	08-29-24	COUNTY OF RIVERSIDE	DHS LIBRARY ROOM FEE - 4 SESSIONS	100.00	100.00		100.00
1003522	08-29-24	CWEA	LAB ANALYST GRADE 1 - ANDY G.	106.00	106.00		106.00
1003523	08-29-24	DESERT URGENT CARE	DOT PHYSICAL/RANDOMS	175.00	175.00		175.00
1003524	08-29-24	DESERT PROMOTIONS	POLOS/JACKET	135.94	135.94		135.94
1003525	08-29-24	DLT SOLUTIONS LLC	AUTOCAD ANNUAL SUB. RENEWAL	4,602.07	4,602.07		4,602.07
1003526	08-29-24	ECOLOGY AUTO PARTS	SLUDGE HAULING - 08.09.24	1,337.44	4,012.32		4,012.32
			SLUDGE HAULING - 08.02.24	2,674.88			
1003527	08-29-24	EDUARDO VELASQUEZ	SMART CONTROLLER REBATE	150.00	150.00		150.00
1003528	08-29-24	ENGINEERING SOLUTIONS SERVICES INC	GRANT WRITING SERVICES PP #2	14,734.00	19,826.00		19,826.00
			GRANT WRITING SERVICES PP#1	4,183.00			
			GRANT WRITING SERVICES PP#3	909.00			
1003529	08-29-24	ESRI INC.	ARCGIS ONLINE CREATOR SUB. - R. GOODNER	325.00	325.00		325.00
1003530	08-29-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.27	51.27		51.27
1003531	08-29-24	FM THOMAS AIR CONDITIONING INC	CONDENSATION PUMP/REPAIRS	1,256.31	1,256.31		1,256.31
1003532	08-29-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 08.16.24 PMT 25	150.00	150.00		150.00
1003533	08-29-24	GALLAGHER BENEFIT SERVICES INC	REVIEW OF DIR. OF OPS. JOB DESC.	250.00	250.00		250.00
1003534	08-29-24	GARY W HURT	SMART CONTROLLER REBATE	150.00	150.00		150.00
1003535	08-29-24	JULIO MARTINEZ	TRAINING REIMBURSEMENT	186.02	186.02		186.02
1003536	08-29-24	L.O. LYNCH QUALITY WELLS & PUMPS, INC	LOW NORTHRIDGE BOOSTER REPAIRS	7,526.00	7,526.00		7,526.00
1003537	08-29-24	LORENZO JESSE SOTO	BOOT REIMBURSEMENT	172.39	172.39		172.39
1003538	08-29-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	1,238.10	2,988.50		2,988.50
			STAFFING SERVICES - FIELD	1,750.40			
1003539	08-29-24	MCMASTER-CARR	RESTOCK KEYED PADLOCKS	355.13	355.13		355.13
1003540	08-29-24	MWH CONSTRUCTION INC	PROGRESS PAYMENT #1	12,998.00	12,998.00		12,998.00
1003541	08-29-24	NOBEL SYSTEMS INC.	GEOVIEWER ANNUAL SUBSCRIPTION	5,500.00	5,500.00		5,500.00
1003542	08-29-24	PLANETBIDS, INC.	ANNUAL SUBSCRIPTION	6,810.73	6,810.73		6,810.73
1003543	08-29-24	RAFTELIS FINANCIAL CONSULTANTS, INC	PROFESSIONAL SVCS - SEPT. 2023	92.50	6,636.25		6,636.25
			PROFESSIONAL SVCS - JULY 2024	1,208.75			
			PROFESSIONAL SVCS - JAN. 2024	1,752.50			
			PROFESSIONAL SVCS - APRIL 2024	231.25			
			PROFESSIONAL SVCS - OCT. 2023	555.00			
			PROFESSIONAL SVCS - NOV. 2023	92.50			
			PROFESSIONAL SVCS - MARCH 2023	2,261.25			
			PROFESSIONAL SVCS - AUG. 2023	442.50			
1003544	08-29-24	RAY LOPEZ ASSOCIATES	JULY INSPECTIONS & PLAN CHECKS	5,775.00	5,775.00		5,775.00
1003545	08-29-24	SHEPPARD MULLIN RICHTER & HAMPTON	92DM-378557 - MSWD V SCE LEGAL CONS.	5,673.15	0.00	5,673.15	5,673.15
1003546	08-29-24	SHERWIN-WILLIAMS	RESTOCK SAFETY PAINT	391.63	391.63		391.63
1003547	08-29-24	SOUTHERN CALIFORNIA EDISON	CONVEYANCE LINE EASEMENT SETTLEMENT	88,080.00	0.00	88,080.00	88,080.00
1003548	08-29-24	SOUTH WEST PUMP & DRILLING, INC.	WELL 24 EQUIPMENT REPAIRS	94,835.69	94,835.69		94,835.69
1003549	08-29-24	TOM DODSON & ASSOCIATES	CEQA CSS ADMIN PMT #10	5,539.36	0.00	22,227.86	22,227.86

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			CEQA CSS ADMIN PMT #11	10,163.50			
			CEQA CSS ADMIN PMT #12	6,525.00			
1003550	08-29-24	TOPS N BARRICADES, INC	REPLACEMENT WORKING SIGNS	480.68	480.68		480.68
1003551	08-29-24	USA BLUEBOOK	DPD DISPENSERS	539.96	2,684.65		2,684.65
			OIL FILLED PRESSURE GAUGE	397.47			
			ELECTRODE GEL POLAROGRAPHIC SENSOR	712.32			
			SPECIAL PUMP - WTR PRODUCTION	627.77			
			GRUNDFOS CONNECTION KIT	407.13			
1003552	08-29-24	WEBB MUNICIPAL FINANCE, LLC	MSWD AD 13 FY23/24 ADMIN	10,000.00	10,000.00		10,000.00
1003553	08-29-24	WHITE CAP CONSTRUCTION SUPPLY	RESTOCK ROUND POINT SHOVELS	72.56	72.56		72.56
1003554	08-29-24	YURIDIA G. SANCHEZ	TOILET REBATE	200.00	200.00		200.00
99108377	08-01-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE PP #16	9,160.26	0.00	9,160.26	9,160.26
99108378	08-01-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE PP #27	20,063.63	0.00	20,063.63	20,063.63
99108454	08-09-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 08.02.2024	59,445.41	59,445.41		59,445.41
99108455	08-09-24	STATE OF CA EDD	STATE TAX PPE 08.02.2024	11,957.95	11,957.95		11,957.95
99108456	08-09-24	WELLS FARGO BANK	AUTO DEP PPE 08.02.2024	139,577.05	139,577.05		139,577.05
99108457	08-09-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 08.02.2024	15,929.13	15,929.13		15,929.13
99108458	08-09-24	CALIF PUBLIC EMPLOYEES RETIREMENT S	PERS PPE 07.19.2024	37,578.35	37,578.35		37,578.35
99108459	08-01-24	WELLS FARGO BANK	JULY 2024 LOC INTEREST EXP	49,875.00	49,875.00		49,875.00
99108463	08-05-24	PAYNEARME MT, INC.	JULY 2024 PAYNEARME FEES	8,554.93	8,554.93		8,554.93
99108476	08-13-24	AFLAC	JULY 2024 AFLAC DEDUCTIONS	2,410.68	2,410.68		2,410.68
99108490	08-01-24	USDA RURAL DEVELOPMENT	USDA LOAN PAYMENT INTEREST ONLY	4,977.00	4,977.00		4,977.00
99108534	08-15-24	CALIF PUBLIC EMPLOYEES RETIREMENT S	PERS PPE 08.02.2024	37,687.37	37,687.37		37,687.37
99108536	08-06-24	US BANK CORPORATE TRUST SERVICES	US BANK WIRE - AD #13	22,114.51	22,114.51		22,114.51
99108538	08-20-24	QUADIENT FINANCE USA, INC.	LEASE PMT - SEP. TO DEC.	650.58	650.58		650.58
99108611	08-14-24	EFTPS-IRS PAYROLL TAX REMITTANCE	CP220 - Q4 2021 FORM 941 AMENDED	1,842.43	1,842.43		1,842.43
99108649	08-23-24	WELLS FARGO BANK	AUTO DEP PPE 08.16.2024	151,283.58	151,283.58		151,283.58
99108650	08-23-24	STATE OF CA EDD	STATE TAX PPE 08.16.24	13,858.41	13,858.41		13,858.41
99108652	08-23-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX PPE 08.16.2024	66,179.06	66,179.06		66,179.06
99108653	08-23-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 08.16.24	15,801.59	15,801.59		15,801.59
99108672	08-26-24	CALIF PUBLIC EMPLOYEES RETIREMENT S	PERS PPE 08.16.2024	37,488.02	37,488.02		37,488.02
99108740	08-21-24	PAYMENTUS CORPORATION	JULY 2024 CREDIT CARD FEES	3,781.80	3,781.80		3,781.80
99108756	08-29-24	EFTPS-IRS PAYROLL TAX REMITTANCE	CP220 - Q4 2022	458.12	458.12		458.12
99108757	08-29-24	EFTPS-IRS PAYROLL TAX REMITTANCE	CP134B - Q3 2023	4,377.35	4,377.35		4,377.35
99108758	08-29-24	WELLS FARGO - WELLSONE	JULY 2024 CREDIT CARD PAYMENT	37,339.80	37,339.80		37,339.80
PR080924	08-09-24	EMPLOYEE PAYROLL CHECKS		1,704.10	1,704.10		1,704.10
PR082324	08-23-24	EMPLOYEE PAYROLL CHECKS		0.00	0.00		0.00
			CURRENT CHECK TOTAL	2,613,285.9	2,085,054.7	528,231.2	2,613,285.9
TOTAL				2,613,285.96	2,085,054.76	528,231.20	2,613,285.96
182 records listed							

MISSION SPRINGS WATER DISTRICT - 11:04:35 09-03-24
(PAP40:FAP16) CASH DISBURSEMENTS FOR PERIOD 08-01-2024 THRU 08-31-2024

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003409	08-08-24	DESERT WATER AGENCY	DWA RAC FEES - MAIN SYSTEM	389,844.65	399,002.88		399,002.88
			DWA RAC FEES - ID-E SYSTEM	9,158.23			
1003502	08-22-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	193,738.75	229,841.45		229,841.45
			ELECTRIC BILL	6,719.15			
			ELECTRIC BILL	29,383.55			
99108649	08-23-24	WELLS FARGO BANK	AUTO DEP PPE 08.16.2024	151,283.58	151,283.58		151,283.58
1003470	08-15-24	TRI-STAR CONTRACTING II, INC.	PROGRESS PAYMENT #2	3,200.28	0.00	145,034.33	145,034.33
			PROGRESS PAYMENT #1	141,834.05			
99108456	08-09-24	WELLS FARGO BANK	AUTO DEP PPE 08.02.2024	139,577.05	139,577.05		139,577.05
1003403	08-08-24	ACWA-JPIA HEALTH BENEFITS AUTH.	SEPT 2024 PREPAID INSURANCE	99,630.38	99,630.38		99,630.38
1003548	08-29-24	SOUTH WEST PUMP & DRILLING, INC.	WELL 24 EQUIPMENT REPAIRS	94,835.69	94,835.69		94,835.69
75869	08-01-24	SIERRA BOYLE	CRD COMPLAINT SETTLEMENT	90,000.00	90,000.00		90,000.00
1003547	08-29-24	SOUTHERN CALIFORNIA EDISON	CONVEYANCE LINE EASEMENT SETTLEMENT	88,080.00	0.00	88,080.00	88,080.00
99108652	08-23-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX PPE 08.16.2024	66,179.06	66,179.06		66,179.06
99108454	08-09-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 08.02.2024	59,445.41	59,445.41		59,445.41
1003474	08-22-24	ACWA/JOINT POWERS INSUR AUTH	CYBER LIABILITY FY 24/25	6,503.08	56,190.12		56,190.12
			PREPAID PROPERTY INS. 2024/25	49,687.04			
1003462	08-15-24	RUHNAU CLARKE ARCHITECTS	PROGRESS PAYMENT - ARCHITECT FEES	54,600.00	0.00	54,600.00	54,600.00
1003468	08-15-24	TIMMONS GROUP INC	PROGRESS PAYMENT #5	23,461.03	0.00	53,241.58	53,241.58
			PROGRESS PAYMENT #4	29,780.55			
99108459	08-01-24	WELLS FARGO BANK	JULY 2024 LOC INTEREST EXP	49,875.00	49,875.00		49,875.00
1003445	08-15-24	AECOM TECHNICAL SERVICES INC.	PROGRESS PAYMENT #16	26,006.74	0.00	45,053.74	45,053.74
			WELL 42 REDESIGN PROGRESS PMT #24	3,295.00			
			PROGRESS PAYMENT #17	11,930.50			
			PROGRESS PAYMENT #1	3,821.50			
99108534	08-15-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 08.02.2024	37,687.37	37,687.37		37,687.37
99108458	08-09-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 07.19.2024	37,578.35	37,578.35		37,578.35
99108672	08-26-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 08.16.2024	37,488.02	37,488.02		37,488.02
99108758	08-29-24	WELLS FARGO - WELLSONE	JULY 2024 CREDIT CARD PAYMENT	37,339.80	37,339.80		37,339.80
1003471	08-15-24	TRIMBLE INC	PROGRESS PAYMENT #1	34,896.00	0.00	34,896.00	34,896.00
1003036	08-06-24	ESRI INC.	ANNUAL ESRI AGREEMENT YEAR 2/3	-28,400.00	-28,400.00		-28,400.00
1003414	08-08-24	ESRI INC.	ANNUAL ESRI AGREEMENT YEAR 2/3	28,400.00	28,400.00		28,400.00
1003411	08-08-24	ENTERPRISE FM TRUST	MONTHLY LEASE FLEET - 08/2024	25,165.95	25,165.95		25,165.95
1003549	08-29-24	TOM DODSON & ASSOCIATES	CEQA CSS ADMIN PMT #10	5,539.36	0.00	22,227.86	22,227.86
			CEQA CSS ADMIN PMT #11	10,163.50			
			CEQA CSS ADMIN PMT #12	6,525.00			
99108536	08-06-24	US BANK CORPORATE TRUST SERVICES	US BANK WIRE - AD #13	22,114.51	22,114.51		22,114.51
99108378	08-01-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE PP #27	20,063.63	0.00	20,063.63	20,063.63
1003426	08-08-24	TKE ENGINEERING, INC	CM & INSPECTION RANCHO DESCANSO MAY 2024	175.00	175.00	19,737.50	19,912.50
			CONSULTANT DESIGN MAY 2024	5,642.50			
			WELL 42 C&M INSPECTION MAY 2024	1,237.50			
			CONSULTANT DESIGN JUNE 2024	12,857.50			
1003528	08-29-24	ENGINEERING SOLUTIONS SERVICES INC	GRANT WRITING SERVICES PP #2	14,734.00	19,826.00		19,826.00
			GRANT WRITING SERVICES PP#1	4,183.00			
			GRANT WRITING SERVICES PP#3	909.00			
99108457	08-09-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 08.02.2024	15,929.13	15,929.13		15,929.13
99108653	08-23-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 08.16.24	15,801.59	15,801.59		15,801.59
1003456	08-15-24	INFOSEND INC	JULY SERVICES	4,479.84	14,806.30		14,806.30
			JULY BILLING SERVICES	4,568.61			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			APRIL BILLING SERVICES	4,434.72			
			JUNE NEWSLETTER	1,323.13			
99108650	08-23-24	STATE OF CA EDD	STATE TAX PPE 08.16.24	13,858.41	13,858.41		13,858.41
1003464	08-15-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES RETAINER	6,500.00	13,842.50		13,842.50
			LEGAL SERVICES OVER RETAINER	7,342.50			
1003485	08-22-24	ECOLOGY AUTO PARTS	SLUDGE HAULING - BELT TRAILER	2,000.00	13,612.46		13,612.46
			SLUDGE HAULING 07.19.24	2,680.12			
			SLUDGE HAULING 07.27.24	4,015.65			
			SLUDGE HAULING 07.27.24	1,916.69			
			SLUDGE HAULING - TRACTOR UNIT	3,000.00			
1003469	08-15-24	TKE ENGINEERING, INC	JUNE GENERAL ENGINEERING SERVICES	13,537.50	10,090.00	3,447.50	13,537.50
1003540	08-29-24	MWH CONSTRUCTION INC	PROGRESS PAYMENT #1	12,998.00	12,998.00		12,998.00
1003450	08-15-24	CV STRATEGIES	STRATEGIC COMM. SERVICES	381.25	12,466.25		12,466.25
			STRATEGIC COMM. - REGIONAL PLANT	8,081.25			
			STRATEGIC COMM. SERVICES - VIDEOS	4,003.75			
1003451	08-15-24	CV STRATEGIES	STRATEGIC COMM. SVCS - CCR	12,446.25	12,446.25		12,446.25
1003491	08-22-24	KENWOOD ENERGY	PPA AGREEMENT - PROGRESS PMT #23	11,543.75	0.00	12,195.00	12,195.00
			RES-BCT AGREEMENT PROGRESS PMT	651.25			
99108455	08-09-24	STATE OF CA EDD	STATE TAX PPE 08.02.2024	11,957.95	11,957.95		11,957.95
1003407	08-08-24	CORE & MAIN LP	COPPER TUBING 1"	5,279.75	11,858.02		11,858.02
			HYMAX FLEX COUPL. 8"	793.92			
			HARDWARE INVENTORY	504.60			
			1" COPPER TUBING	5,279.75			
1003431	08-08-24	WATERLINE TECHNOLOGIES INC.	8 DRUMS REFILLED #5694947	1,956.74	10,517.48		10,517.48
			8 DRUMS REFILLED #5696304	1,956.74			
			13 DRUMS REFILLED #5697752	3,179.70			
			8 DRUMS REFILLED #5695903	1,956.74			
			6 DRUMS REFILLED #5699069	1,467.56			
1003461	08-15-24	ROGERS,ANDERSON,MALODY & SCOTT, LLP.	PROGRESS BILLING #1 FY 24	10,500.00	10,500.00		10,500.00
1003460	08-15-24	MDN WATER MANAGEMENT SERVICES INC	JULY SERVICES	10,058.00	10,058.00		10,058.00
1003552	08-29-24	WEBB MUNICIPAL FINANCE, LLC	MSWD AD 13 FY23/24 ADMIN	10,000.00	10,000.00		10,000.00
1003418	08-08-24	INTELESYS	NEW DEVICE ONBOARDING	85.00	9,650.83		9,650.83
			MONTHLY MANAGED IT SERVICES	8,464.00			
			NEW DEVICE ONBOARDING	85.00			
			NEW DEVICE ONBOARDING	85.00			
			ONSITE & REMOTE EMERGENCY SERVICES	846.83			
			NEW DEVICE ONBOARDING	85.00			
99108377	08-01-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE PP #16	9,160.26	0.00	9,160.26	9,160.26
99108463	08-05-24	PAYNEARME MT, INC.	JULY 2024 PAYNEARME FEES	8,554.93	8,554.93		8,554.93
1003516	08-29-24	BECK OIL, INC.	DIESEL FUEL	4,343.39	8,517.76		8,517.76
			UNLEADED GASOLINE	4,174.37			
1003507	08-22-24	USA BLUEBOOK	REPLACEMENT PUMP	1,437.79	7,883.21		7,883.21
			2ND REPL. SUBMERSIBLE PUMP	1,437.78			
			REPLACEMENT DRUMP PUMP	2,009.42			
			LAB MATERIAL	1,214.10			
			CLEANING SOLUTION, GRUNDFOS CONNECTION KIT	1,784.12			
1003536	08-29-24	L.O. LYNCH QUALITY WELLS & PUMPS, INC.	LOW NORTHRIDGE BOOSTER REPAIRS	7,526.00	7,526.00		7,526.00
1003465	08-15-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	7,300.64	7,300.64		7,300.64
1003412	08-08-24	ENVIROLOGIC RESOURCES,INC.	MARCH & APRIL 2024 SERVICES	2,322.50	0.00	6,820.00	6,820.00

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			MAY 2024 SERVICES	3,012.50			
			JUNE 2024 SERVICES	1,485.00			
1003542	08-29-24	PLANETBIDS, INC.	ANNUAL SUBSCRIPTION	6,810.73	6,810.73		6,810.73
1003513	08-29-24	AECOM TECHNICAL SERVICES INC.	PROGRESS PAYMENT #2	6,759.75	0.00	6,759.75	6,759.75
1003543	08-29-24	RAFTELIS FINANCIAL CONSULTANTS, INC	PROFESSIONAL SVCS - SEPT. 2023	92.50	6,636.25		6,636.25
			PROFESSIONAL SVCS - JULY 2024	1,208.75			
			PROFESSIONAL SVCS - JAN. 2024	1,752.50			
			PROFESSIONAL SVCS - APRIL 2024	231.25			
			PROFESSIONAL SVCS - OCT. 2023	555.00			
			PROFESSIONAL SVCS - NOV. 2023	92.50			
			PROFESSIONAL SVCS - MARCH 2023	2,261.25			
			PROFESSIONAL SVCS - AUG. 2023	442.50			
1003406	08-08-24	BECK OIL, INC.	DIESEL FUEL	2,144.45	6,534.66		6,534.66
			UNLEADED GASOLINE	4,390.21			
1003480	08-22-24	CITY OF DESERT HOT SPRINGS	UU TAX AUGUST PROPERTY TAX COLL.	6,146.65	6,146.65		6,146.65
1003544	08-29-24	RAY LOPEZ ASSOCIATES	JULY INSPECTIONS & PLAN CHECKS	5,775.00	5,775.00		5,775.00
1003545	08-29-24	SHEPPARD MULLIN RICHTER & HAMPTON LLP	92DM-378557 - MSWD V SCE LEGAL CONS.	5,673.15	0.00	5,673.15	5,673.15
1003429	08-08-24	URBAN HABITAT	LANDSCAPE SERVICES - JUNE 2024	5,550.00	5,550.00		5,550.00
1003506	08-22-24	URBAN HABITAT	LANDSCAPE SVCS JULY 2024	5,550.00	5,550.00		5,550.00
1003541	08-29-24	NOBEL SYSTEMS INC.	GEOVIEWER ANNUAL SUBSCRIPTION	5,500.00	5,500.00		5,500.00
1003447	08-15-24	CARPI & CLAY. INC	FEDERAL ADVOCACY SERVICES	5,000.00	5,000.00		5,000.00
99108490	08-01-24	USDA RURAL DEVELOPMENT	USDA LOAN PAYMENT INTEREST ONLY	4,977.00	4,977.00		4,977.00
1003452	08-15-24	CYPRESS DENTAL ADMINISTRATORS	SEPT 2024 PREPAID DENTAL INS.	4,881.32	4,881.32		4,881.32
1003501	08-22-24	SOUTH COAST AIR QUALITY	FLAT FEE EMISSIONS PERMIT - DESERT CREST	165.96	4,748.64		4,748.64
			ANNUAL PERMIT - SEWAGE DESERT CREST	1,937.84			
			ANNUAL PERMIT - ICE GENERATOR - SEWAGE	2,478.88			
			FLAT FEE EMISSIONS PERMIT - HWWTP	165.96			
1003481	08-22-24	CLINICAL LABORATORY OF SAN BERNARDINO	BOS TESTING H+DC 07/2024	270.00	4,692.00		4,692.00
			LAB SERVICES	4,422.00			
1003525	08-29-24	DLT SOLUTIONS LLC	AUTOCAD ANNUAL SUB. RENEWAL	4,602.07	4,602.07		4,602.07
99108757	08-29-24	EFTPS-IRS PAYROLL TAX REMITTANCE	CP134B - Q3 2023	4,377.35	4,377.35		4,377.35
1003478	08-22-24	BECK OIL, INC.	UNLEADED GASOLINE	4,306.78	4,306.78		4,306.78
1003520	08-29-24	CITY OF DESERT HOT SPRINGS	ENC. CITY PERMIT - 67661 KEY WAY	328.37	4,188.22		4,188.22
			BLANKET ENCROACHMENT PERMIT 24-25	2,000.00			
			CITY ENC. PERMIT 9426 AVENIDA JALISCO	255.00			
			CITY ENC. PERMIT 13833 SCENIC CREST DR.	320.97			
			CITY ENC. PERMIT VERBENA/FLORA/GRANADA	320.97			
			CITY ENC. PERMIT PROMENADE	320.97			
			CITY ENC. PERMIT NE OLYMPIC & GRT SMOKEY	320.97			
			CITY ENC. PERMIT 67465 FERNWOOD	320.97			
1003486	08-22-24	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT - 07/2024	4,095.87	4,095.87		4,095.87
1003526	08-29-24	ECOLOGY AUTO PARTS	SLUDGE HAULING - 08.09.24	1,337.44	4,012.32		4,012.32
			SLUDGE HAULING - 08.02.24	2,674.88			
1003466	08-15-24	THE LINCOLN NATL. LIFE INS. CO.	SEPT 2024 LIFE INSURANCE	3,965.07	3,965.07		3,965.07
99108740	08-21-24	PAYMENTUS CORPORATION	JULY 2024 CREDIT CARD FEES	3,781.80	3,781.80		3,781.80
1003424	08-08-24	ROBERT G MODRICH	JULY 2024 UNIDATA MAINTENANCE	3,654.00	3,654.00		3,654.00
1003489	08-22-24	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	3,608.18	3,608.18		3,608.18
1003492	08-22-24	MANPOWER US INC.	STAFFING SERVICES - FIELD	1,750.40	3,493.36		3,493.36
			STAFFING SERVICES - FIELD	1,742.96			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003538	08-29-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	1,238.10	2,988.50		2,988.50
			STAFFING SERVICES - FIELD	1,750.40			
1003432	08-08-24	WESTERN WATER WORKS	HARDWARE INVENTORY	2,913.56	2,913.56		2,913.56
1003551	08-29-24	USA BLUEBOOK	DPD DISPENSERS	539.96	2,684.65		2,684.65
			OIL FILLED PRESSURE GAUGE	397.47			
			ELECTRODE GEL POLAROGRAPHIC SENSOR	712.32			
			SPECIAL PUMP - WTR PRODUCTION	627.77			
			GRUNDFOS CONNECTION KIT	407.13			
1003419	08-08-24	MANPOWER US INC.	STAFFING SERVICES - ENGINEERING	793.15	2,543.55		2,543.55
			STAFFING SERVICES - FIELD	1,750.40			
1003472	08-15-24	WATERLINE TECHNOLOGIES INC.	10 DRUMS REFILLED #5693530	2,445.93	2,445.93		2,445.93
99108476	08-13-24	AFLAC	JULY 2024 AFLAC DEDUCTIONS	2,410.68	2,410.68		2,410.68
1003428	08-08-24	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERTS	267.15	2,255.61		2,255.61
			TOTAL FEES FOR 24-25 CA STATE FEE	1,988.46			
1003488	08-22-24	GLENN B. DORNING, INC.	REPLACEMENT REPAIR PARTS	2,208.22	2,208.22		2,208.22
1003417	08-08-24	HACH COMPANY	UV PROTECTION SCREEN	2,079.58	2,079.58		2,079.58
99108611	08-14-24	EFTPS-IRS PAYROLL TAX REMITTANCE	CP220 - Q4 2021 FORM 941 AMENDED	1,842.43	1,842.43		1,842.43
1003425	08-08-24	STAPLES	RESTOCK OFFICE SUPPLIES	1,725.96	1,725.96		1,725.96
PR080924	08-09-24	EMPLOYEE PAYROLL CHECKS		1,704.10	1,704.10		1,704.10
1003518	08-29-24	CASAMAR GROUP, LLC	LABOR COMPLIANCE SVCS JULY 2024	1,653.59	1,215.69	437.90	1,653.59
1003408	08-08-24	COUNTY OF RIVERSIDE	ENC. PERMIT - UNITED ROAD	1,614.00	1,614.00		1,614.00
			ENC24070095				
1003457	08-15-24	IVAN SEWELL	MILEAGE & ACCOMODATION REIMBURSEMENT	1,462.12	1,462.12		1,462.12
1003484	08-22-24	DESERT VALLEY DISPOSAL, INC.	JULY SERVICE CHARGE - ADMIN BLDG	566.47	1,391.81		1,391.81
			JULY SERVICE CHARGE - CORP YARD	825.34			
1003477	08-22-24	BABCOCK LABORATORIES, INC.	COURSE REIMBURSEMENT	90.00	1,376.92		1,376.92
			TOTAL N PACKAGE	250.19			
			TOTAL N PACKAGE - HORTON CLARIFIER	250.18			
			E COLI TESTING - HORTON	393.90			
			TDS - HORTON	78.03			
			TDS - RWRF WWTP	52.02			
			E COLI TESTING - RWRF WWTP	262.60			
1003477	08-22-24	BABCOCK LABORATORIES, INC.	COURSE REIMBURSEMENT	-90.00	-1,376.92		-1,376.92
			TOTAL N PACKAGE	-250.19			
			TOTAL N PACKAGE - HORTON CLARIFIER	-250.18			
			E COLI TESTING - HORTON	-393.90			
			TDS - HORTON	-78.03			
			TDS - RWRF WWTP	-52.02			
			E COLI TESTING - RWRF WWTP	-262.60			
1003515	08-29-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE	250.19	1,286.92		1,286.92
			TOTAL N PACKAGE - HORTON CLARIFIER	250.18			
			E COLI TESTING - HORTON	393.90			
			TDS - HORTON	78.03			
			TDS - RWRF WWTP	52.02			
			E COLI TESTING - RWRF WWTP	262.60			
1003495	08-22-24	O'REILLY AUTOMOTIVE INC.	REPLACEMENT WIPER BLADES	43.94	1,278.44		1,278.44
			OIL/FILTER CHANGE	161.09			
			OIL/FILTER CHANGE	63.11			
			RESTOCK GREASE	64.88			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			REPLACE GEARLUBE	107.64			
			RESTOCK BLUEDEF FLUID	407.30			
			OIL/FILTER CHANGE	60.84			
			DRY LUBRICANT	20.45			
			ADAPTER	14.64			
			TRAILER CONNECTOR	11.90			
			REPLACEMENT FILTERS	322.65			
1003531	08-29-24	FM THOMAS AIR CONDITIONING INC	CONDENSATION PUMP/REPAIRS	1,256.31	1,256.31		1,256.31
1003410	08-08-24	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRES UNIT #398	975.02	1,106.82		1,106.82
			REPLACEMENT TRAILER TIRE UNIT #345	131.80			
1003423	08-08-24	PARKHOUSE TIRE, INC	REPLACEMENT TIRES UNIT #395	1,036.86	1,036.86		1,036.86
1003427	08-08-24	TOPS N BARRICADES, INC	REPLACEMENT TRAFFIC CONES	743.85	1,007.03		1,007.03
			REPLACEMENT TRAFFIC CONES	263.18			
1003467	08-15-24	THE LAMAR COMPANIES	BILLBOARD RENEWAL	950.00	950.00		950.00
1003458	08-15-24	LANDMARK CONSULTANTS INC	PROGRESS PAYMENT #2	803.00	0.00	803.00	803.00
1003482	08-22-24	CORE & MAIN LP	PLASTIC HYD HOSE CAP	754.25	754.25		754.25
1003503	08-22-24	STAPLES	MOUNTABLE WALL FILE	48.47	721.45		721.45
			REPLACEMENT COUNTERFEIT PENS	34.57			
			OFFICE SUPPLIES - WRIGHT PLANT	412.57			
			OFFICE SUPPLIES - GIS DEPT.	225.84			
1003404	08-08-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	709.58	709.58		709.58
1003440	08-08-24	SILVER ROCK DEVELOPMENT, INC.	ACCOUNT REFUND 13381 CUANDO WAY	690.51	690.51		690.51
1003499	08-22-24	POWERPLAN OIB	PRESSURE REGULATOR	217.76	670.52		670.52
			REPLACEMENT FILTERS/OIL	452.76			
99108538	08-20-24	QUADIENT FINANCE USA, INC.	LEASE PMT - SEP. TO DEC.	650.58	650.58		650.58
1003448	08-15-24	CASEY DOLAN	MONTHLY DIGITAL MANAGEMENT CONSULTING	650.00	650.00		650.00
1003444	08-08-24	WILLIAM WOLFE	ACCOUNT REFUND 65564 AVE CADENA	644.05	644.05		644.05
1003443	08-08-24	ROSA VELAZQUEZ	ACCOUNT REFUND 16770 VIA CORTO E	601.92	601.92		601.92
1003441	08-08-24	WAR EAGLE CONSULTING & CONTRACTING INC.	ACCOUNT REFUND VERNON RD & WESTSIDE DRIVE	600.54	600.54		600.54
1003463	08-15-24	RUSS MARTIN	MILEAGE REIMBURSEMENT	589.60	589.60		589.60
1003509	08-22-24	VESTIS SERVICES INC	UNIFORM SERVICES 07.31.24	304.84	589.47		589.47
			UNIFORM SERVICES 08.07.24	284.63			
1003430	08-08-24	VERIZON CONNECT FLEET USA LLC	GPS MONITORS FOR FLEET	587.45	587.45		587.45
1003446	08-15-24	AMBER DUFF	MILEAGE REIMBURSEMENT	573.52	573.52		573.52
1003442	08-08-24	DAVID HEMINGWAY	ACCOUNT REFUND 66684 FLORA AVE	534.41	534.41		534.41
1003519	08-29-24	CHRISTOPHER JACOBSON	TRI-STATE REIMBURSEMENT	528.99	528.99		528.99
1003479	08-22-24	CHARLES BELL	TRAINING REIMBURSEMENT	505.06	505.06		505.06
1003405	08-08-24	BABCOCK LABORATORIES, INC.	TOTAL N PACKAGE - HORTON CLARIFIER EFF.	250.18	500.36		500.36
			TOTAL N PACKAGE - HORTON CLARIFIER EFF.	250.18			
1003550	08-29-24	TOPS N BARRICADES, INC	REPLACEMENT WORKING SIGNS	480.68	480.68		480.68
1003498	08-22-24	PARKERS BUILDING SUPPLY	LIGHT REPAIR	12.03	472.00		472.00
			1 GANG OUTLET PLASTIC	0.74			
			PVC SOLVENT BALL VALVE	9.14			
			HARDWARE INVENTORY	6.35			
			RESTOCK DUCT TAPE	33.58			
			IRRIGATION REPAIRS	8.04			
			PLASTIC NIPPLE EXTRACTOR	7.53			
			16 GAUGE STEEL TUBE	18.30			
			RESTOCK CONCRETE BAGS	359.06			

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			TOILET REPAIR	17.23			
99108756	08-29-24	EFTPS-IRS PAYROLL TAX REMITTANCE	CP220 - Q4 2022	458.12	458.12		458.12
1003454	08-15-24	FORSHOCK	SCADA MONITORING AUGUST	220.00	440.00		440.00
			SCADA MONITORING JULY	220.00			
1003436	08-08-24	HERMAN WEISSKER	ACCOUNT REFUND COVEY ST & TEAGARDEN	428.90	428.90		428.90
1003511	08-22-24	WHITE CAP CONSTRUCTION SUPPLY	RESTOCK SHOVELS - FIELD STAFF	147.85	421.98		421.98
			RESTOCK SHOVELS	145.11			
			RESTOCK HYDRATION SUPPS.	129.02			
1003434	08-08-24	FRANK FARAG	ACCOUNT REFUND 65282 SAN JACINTO ST SE CORNER	418.75	418.75		418.75
1003415	08-08-24	FARMER BROS. CO	COFFEE ORDER	395.72	395.72		395.72
1003546	08-29-24	SHERWIN-WILLIAMS	RESTOCK SAFETY PAINT	391.63	391.63		391.63
1003517	08-29-24	BRINKS INCORPORATED	JULY MONTHLY CHARGES	69.31	376.91		376.91
			AUGUST MONTHLY CHARGES	307.60			
1003490	08-22-24	IRIS GROUP HOLDINGS LLC DBA EVERON	SECURITY ALARM - ADMIN & CORP YARD	375.51	375.51		375.51
1003496	08-22-24	PALM SPRINGS MOTORS INC	REPLACEMENT U BOLTS	77.43	366.10		366.10
			REPLACEMENT WINDOW MOULDING	120.67			
			VEHICLE CHECK UP	168.00			
1003539	08-29-24	MCMASTER-CARR	RESTOCK KEYED PADLOCKS	355.13	355.13		355.13
1003497	08-22-24	PALM SPRINGS PEST CONTROL, INC.	CORP YARD PEST SVCS	115.00	325.00		325.00
			ADMIN BLDG PEST SVCS	140.00			
			ANNEX BLDG PEST SVCS	70.00			
1003529	08-29-24	ESRI INC.	ARCGIS ONLINE CREATOR SUB. - R. GOODNER	325.00	325.00		325.00
1003475	08-22-24	AIR & HOSE SOURCE INC.	CREDIT - WRONG CAMLOCKS	-39.15	318.33		318.33
			CAMLOCKS FOR SUBPUMP	26.10			
			REPLACEMENT SUCTION HOSE	331.38			
1003505	08-22-24	TOPS N BARRICADES, INC	WHITE PAINT 5 GAL	179.44	310.59		310.59
			FIBER FLEX WORKING SIGNS	131.15			
1003422	08-08-24	MICHAEL MOORE	BOOT REIMBURSEMENT	300.00	300.00		300.00
1003493	08-22-24	MCMASTER-CARR	STEEL TUBING, U-BOLTS	164.89	297.39		297.39
			REPAIR MATERIAL - HORTON PLANT	132.50			
1003449	08-15-24	CSDA	SDLA MODULE 1 TRAINING	285.00	285.00		285.00
1003500	08-22-24	PROFORMA	DIRECT DEPOSIT VOUCHERS	283.07	283.07		283.07
1003421	08-08-24	MATHESON TRI-GAS, INC	RESTOCK BATTERIES	257.53	257.53		257.53
1003533	08-29-24	GALLAGHER BENEFIT SERVICES INC	REVIEW OF DIR. OF OPS. JOB DESC.	250.00	250.00		250.00
1003438	08-08-24	LAURI FISCHER	ACCOUNT REFUND 66338 CAHUILLA AVE	239.44	239.44		239.44
1003512	08-22-24	ZORO TOOLS INC	RAIL BRACKETS	31.68	234.84		234.84
			REPLACEMENT DUCTILE BLADES	203.16			
1003416	08-08-24	FEDEX	WELLS FARGO OVERNIGHT FEE	55.94	211.62		211.62
			WELLS FARGO OVERNIGHT FEE	103.64			
			WELLS FARGO OVERNIGHT FEE	52.04			
1002915	08-01-24	ERICA JONES	ACCOUNT REFUND 65896 DESERT VIEW AVE	-207.60	-207.60		-207.60
1003413	08-08-24	ERICA JONES	ACCOUNT REFUND 65896 DESERT VIEW AVE	207.60	207.60		207.60
1003554	08-29-24	YURIDIA G. SANCHEZ	TOILET REBATE	200.00	200.00		200.00
1003535	08-29-24	JULIO MARTINEZ	TRAINING REIMBURSEMENT	186.02	186.02		186.02
1003508	08-22-24	VALLEY LOCK & SAFE	REPLACEMENT GATE OPENERS	175.36	175.36		175.36
1003523	08-29-24	DESERT URGENT CARE	DOT PHYSICAL/RANDOMS	175.00	175.00		175.00
1003473	08-15-24	XEROX CORPORATION	XEROX LEASE	172.39	172.39		172.39
1003537	08-29-24	LORENZO JESSE SOTO	BOOT REIMBURSEMENT	172.39	172.39		172.39
1003439	08-08-24	LOUIE ARELLANO	ACCOUNT REFUND 13945 RAMONA DR	164.23	164.23		164.23

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1003483	08-22-24	DESERT ELECTRIC SUPPLY	REPAIR PARTS LOW NORTHRIDGE	151.10	151.10		151.10
1003455	08-15-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 08.02.24 PMT 24	150.00	150.00		150.00
1003527	08-29-24	EDUARDO VELASQUEZ	SMART CONTROLLER REBATE	150.00	150.00		150.00
1003532	08-29-24	FRANCHISE TAX BOARD	MARK VERMEER PPE 08.16.24 PMT 25	150.00	150.00		150.00
1003534	08-29-24	GARY W HURT	SMART CONTROLLER REBATE	150.00	150.00		150.00
1003510	08-22-24	WESTAIR GASES & EQUIPMENT, INC.	REFILL WELDING GAS	84.41	141.23		141.23
			REFILL WELDING GAS	56.82			
1003459	08-15-24	LUCA MASSIMO	SMART CONTROLLER REBATE	141.14	141.14		141.14
1003524	08-29-24	DESERT PROMOTIONS	POLOS/JACKET	135.94	135.94		135.94
1003487	08-22-24	FEDEX	WELLS FARGO OVERNIGHT FEE	109.42	117.71		117.71
			LATE FEE	8.29			
1003522	08-29-24	CWEA	LAB ANALYST GRADE 1 - ANDY G.	106.00	106.00		106.00
1003521	08-29-24	COUNTY OF RIVERSIDE	DHS LIBRARY ROOM FEE - 4 SESSIONS	100.00	100.00		100.00
1003514	08-29-24	ANDY GRUNNET	COURSE REIMBURSEMENT	90.00	90.00		90.00
1003553	08-29-24	WHITE CAP CONSTRUCTION SUPPLY	RESTOCK ROUND POINT SHOVELS	72.56	72.56		72.56
1003504	08-22-24	SWRCB ACCOUNTING OFFICE	DISTRIBUTION 1 CERT. - JOSIAH P.	70.00	70.00		70.00
1003420	08-08-24	MARK VERMEER	BOOT REIMBURSEMENT	61.40	61.40		61.40
1003530	08-29-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.27	51.27		51.27
1003453	08-15-24	DESERT ELECTRIC SUPPLY	FUSE FOR VISTA COMP	40.88	40.88		40.88
1003437	08-08-24	HUMBERTO VEGA LOPEZ	ACCOUNT REFUND 65896 CAHUILLA AVE	31.74	31.74		31.74
1003476	08-22-24	AUTO ZONE STORES LLC	REPLACEMENT SOCKETS	22.28	22.28		22.28
1003433	08-08-24	CATHERINE NEIGHBORS	ACCOUNT REFUND 12972 EMERALD DR	21.08	21.08		21.08
1003435	08-08-24	HASSANE SAID AYASS	ACCOUNT REFUND 66239 AVE CADENA	17.48	17.48		17.48
1003494	08-22-24	NAPA AUTO PARTS	RUBBER LUBRICANT	8.69	8.69		8.69
PR082324	08-23-24	EMPLOYEE PAYROLL CHECKS		0.00	0.00		0.00
			CURRENT CHECK TOTAL	2,613,285.9	2,085,054.7	528,231.2	2,613,285.9
TOTAL				2,613,285.96	2,085,054.76	528,231.20	2,613,285.96
182 records listed							

AGENDA STAFF REPORT

MEETING NAME: **REGULAR BOARD MEETINGS**

MEETING DATE(S): **SEPTEMBER 12 & 16, 2024**

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

FOR: ACTION _X_ DIRECTION ____ INFORMATION ____

ACCEPT AMENDMENT TO CONTRACT WITH TIMMONS GROUP FOR THE COMPLETE DEPLOYMENT OF THE ARCGIS ENTERPRISE, UTILITY NETWORK, AND CITYWORKS

STAFF RECOMMENDATION

It is recommended that the Board accept and approve the Contract Amendment with Timmons Group for scope changes to the complete deployment of the ArcGIS Enterprise, Utility Network and Cityworks.

SUMMARY

With the upcoming completion of the Nancy Wright Regional Water Reclamation Facility (Facility), General Manager Brian Macy wanted to take advantage of a brand new facility to implement a vertical asset program. With brand new capital assets with no previous data attached to them, it would be quite straight forward to add the Facility into a GIS system to test the data that is being implemented with the ArcGIS Enterprise System. Timmons Group agreed that this would be a great first start to the District's GIS program, however it deviated from the original contract timeline and process, requiring that a change order be submitted and approved.

Another change that is needed for the different components of this project are related to a new pronouncement by the Governmental Accounting Standards Board (GASB), No. 96. GASB 96 – Subscription-Based Information Technology Arrangements requires the the implementation, development, customization, testing and installation costs be capitalized. This requires that we change the associated costs with this project from operating to capital improvements until the program is launched.

ANALYSIS

The District has requested a change from the original Timmons Group contract that resulted in different phases and implementation timelines. The District has also hired a GIS Specialist, allowing for the reduction of certain staffing augmentation costs that were included in the original contract. Additionally, in order to comply with GASB 96, the District will need to convert the operating expenses encumbered for this project and convert to capital projects.

FINANCIAL DATA		
Cost Associated with this action:	$0	
Current FY cost:	$500,000	
Future FY cost:	$434,556	
Is it covered in current year budget:	YES ☒	NO ☐
Budget adjustment needed:	YES ☐	NO ☒
If yes, year needed:	N/A	
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	Operating	
BID/Job#	669, 11837, 11838 & 11869	
Current BID/Job balance	$827,111	
Balance remaining if approved:	$827,111	

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

These changes have no fiscal impact to the District, the cost for all work authorized under this contract has been included within the overall IT Operating Budget. The board approved cost for this project is the contract amount of $849,596, plus a 10% contingency for a total of $934,555.60.

ATTACHMENTS

Contract Amendment for Timmons Group
Original Timmons Group Contract
GASB 96 Summary

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

TO: Timmons Group
1001 Boulders Parkway Ste. 300
Richmond, VA 23225

DATE: _____

PROJECT DIR#: N/A

FIRST AMENDMENT TO CONTRACT AGREEMENT

1. This amendment ("Amendment") is hereby made by Mission Springs Water District and **Timmons Group**, parties to an agreement for **Complete Deployment of ArcGIS Enterprise, Utility Network, Cityworks** ("Agreement"), dated **March 1, 2024**.

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:

   This First Amendment will:
   - **Revise the Scope of Work to include additional tasks for development of the new Nancy Wright Regional Water Reclamation Facility within the GIS and Cityworks, as detailed in Attachment 1.**

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 via email. Upon acceptance by Mission Springs Water District, an executed copy will be returned to you for your records. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By: _____
Brian E. Macy, PE

Title General Manager

Other authorized representative(s):

Arturo Ceja
Director of Finance

Amanda Lucas
Contracts Analyst

Consultant:

Timmons Group
(Business Name)

By: _____
Ronald Butcher

Title Principal & Asset Management Dir.

Other authorized representative(s):

_____

_____

CHANGE REQUEST #01

PROJECT INFORMATION

Project	61752 – Cityworks, UN, AGE/Cloud	**Date**	August 20, 2024
Client Contact	Arturo Ceja 760-329-6448 x 134 aceja@mswd.org	**Timmons Group Project Manager**	Lauren Sullivan (858) 254-3873 lauren.sullivan@timmons.com

PURPOSE STATEMENT AND PROPOSED CHANGE

Mission Springs Water District (MSWD) is currently working with Timmons Group to implement the Cityworks asset management software solution. The project began in April 2024 and is just getting started. During preparations for the project, the district requested an accelerated schedule to deploy the asset management portion of the scope more quickly. Both MSWD and Timmons Group believe that the best course of action is to have Timmons Group assist MSWD in deploying a Phase 1 of the project where the Cloud environment and asset management software (Cityworks) are deployed in service of the new MSWD treatment plant, then deliver the remaining scoped services separately in Phase 2.

Timmons Group will provide the requested services outlined in the attached Scope of Work. Services will be performed on a Fixed Fee basis.

Services will be provided in a timely and efficient manner. Timmons Group will keep the client informed of the job status and any necessary modifications/addendums.

The attached scope of work generally defines the work to be performed in support of the defined Project. It is understood by Timmons Group and the client that a variety of modifications/addendums/revisions to the defined scope of work may be required, at various times during the performance of the scope, to achieve desired project results. Such modifications/addendums/revisions will be agreed to by both Timmons Group and the client and incorporated into the scope. Significant alterations or deviations from the scope of work will be incorporated by written addendum.

Within This Document

In this document, the client will find the following:

- Implementation Plan
- Deployment Schedule Draft
- Fee Summary

SCOPE OF WORK

This scope of work involves including additional tasks to the scope to build out the new Treatment Plant within the GIS as well as Cityworks.

PHASE 1: VERTICAL ASSET HIERARCHY BUILT IN GIS FOR NEW TREATMENT PLANT & CITYWORKS DEPLOYED FOR PLANT

Vertical Asset Model Deployed to GIS

Create Vertical Data Model & Migrate Data Into the Model

Timmons Group will do the following to assist MSWD in creating a data model for the assets within the new Treatment Plant in support of the Cityworks implementation:

- Propose and work with the District to approve a final vertical asset hierarchy diagram for assets within the Treatment Plant
- Create tables and feature classes as indicated in the proposed hierarchy
- Migrate existing data from source documents to the new tables
- Complete horizontal data model updates:
    - Modify the horizontal UN data models to meet business requirements, including the addition of connectivity rules, fields, and domains (no new asset types to be created).
- Create relationships between features/objects and verify visibility in Cityworks
- Create Attribute Rules to automate the creation of Unique IDs on features within the new data model
- Build map services to reflect the new hierarchy

Task Group Deliverables

- Final hierarchy diagram and associated GIS data modified to approved structure.
- Documentation of Attribute Rules and ID formats
- Data Dictionary of GIS tables
- Published map services for use in Cityworks

Cityworks Deployment to New Plant

To accomplish the timeline for the Treatment Plant sought by MSWD, Timmons Group will stand up a Cityworks environment populated by activity templates based on knowledge of MSWD assets, best practices, and similar Cityworks clients.

System Setup & Configuration

CWOL Overview & Deployment

We will meet with the Project core team to complete:

- Overview of Cityworks Online
- Review of Cityworks licensing
- Review mobile options for Field users, including devices and the current MDM solution in use

Core System Data Mapping

The implementation team will define core configuration data in Cityworks and meet with MSWD to review the data mapping spreadsheets. With our implementation team's assistance, MSWD will provide data to populate portions of the software prior to further configuration. The Cityworks Core System Data consists of the following:

- Employees – A list of all employees who will work in the treatment plant, with titles, email addresses, contact information, labor rates, rate types
- Materials – A list of materials/parts that are used by to complete work for the treatment plant
- Equipment – A list of vehicles and heavy equipment used by your organization to complete work for the treatment plant
- Contractors – Details about contractors used for work activities in the treatment plant, if applicable
- Customer Accounts – Details about customers used as a lookup for service request creation, if applicable
- System Codes – Priority, status, categories and other fields on service requests, work orders and inspections

The implementation team will load the data into the system prior to additional configuration activities.

Cityworks Asset Hierarchy

Timmons Group will work with MSWD to establish an Asset Hierarchy for the new data model and treatment plant. Timmons Group will first provide an overview of how assets are defined and used in Cityworks, then host a workshop to review the defined assets with stakeholders. The outcome of these workshops will be the Asset Hierarchy for the new treatment plant, including vertical assets.

Work Activity Configuration for Water Treatment Plant

Timmons Group will work with the pertinent members of the Project team to configure work activities inside of Cityworks. MSWD will have the opportunity to provide feedback for any necessary remediation. Templates to be configured will include, but are not limited to:

- Work activity templates
- Work activity default roles and responsibilities where they exist
- Identification of data elements that are necessary to capture with any template type

- Inventory (material) types and requirements as they exist in relation to work activity
- Equipment types and requirements as they exist in relation to work activity
- Work activity printout forms or print templates where necessary

User Dashboards and Search Configuration

Timmons Group will identify and set up any user dashboards and searches for reporting or data tracking requirements as they relate to work activity processes. This process of report and dashboard development will include the following:

- Catalog required dashboards – The implementation team will first host a short discussion to identify dashboards that the Treatment Plant group dem necessary for their asset management needs.
- Create identified dashboards – The implementation team will develop dashboards and searches and test them against the Cityworks environment.

Task Group Deliverables

- CWOL Overview & Cityworks Online environment setup
- Cityworks AMS Core System Data meeting
- Cityworks AMS Core System Data spreadsheet(s)
- Asset Type Definition meeting & discussion of hierarchy
- Asset Hierarchy spreadsheet
- Configurated Cityworks environment
- Dashboard Catalog
- Dashboards configured in the Cityworks environment

Testing & Training

Develop Testing & Training Plan and Test Cases

The implementation team will work with MSWD to develop and administer a Testing & Training Plan that addresses User Acceptance Testing (UAT). The Plan will address how MSWD will test Cityworks software functionality and database configuration, including testing across the Cityworks platform (Respond and Mobile app) and tracking configuration defects for remediation. The Plan will also include training across the Cityworks platform as necessary per workflows/roles. The Plan will include:

- UAT schedule and milestones
- Product training curriculum
- Client responsibilities
- Training & Go Live timeline

Timmons Group implementation team will also develop a series of testing scripts to guide testing users through the testing workflows. These scripts provide structure for testing users to follow during the execution of User Acceptance Testing. On completion of development of the Testing & Training Plan, the Team shall submit said plan to MSWD for review and approval.

Cityworks Training

Cityworks training is modular. Students attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. MSWD will identify who will be trained based on the criteria and needs that will have been identified during the course of the project.

Acceptance Testing

After training, MSWD will test the system during an acceptance testing period to identify and resolve issues. The Testing Plan will frame and guide staff through the testing process, and users will follow the Test Cases to determine testing outcomes. Timmons Group instructors will also provide support during the UAT period for users as needed. Users will follow the process outlined in the Testing and Acceptance Plan to submit defects to Timmons Group for remediation. At the end of the acceptance testing period, the client Project Manager will sign off on User Acceptance Testing to formally move the project into the next phase.

Task Group Deliverables

- Testing & Training Plan
- Testing scripts/cases
- Cityworks Training
- Defect handling remediation
- UAT Sign-Off

Treatment Plant Go-Live

Go-Live Checklist

Timmons Group will prepare a Go-Live Checklist to guide all members of the Treatment Plant implementation team through the Cutover process. The Go-Live Checklist is a detailed task plan, including resource assignments, to support moving the Cityworks software from test to production environments over the course of the scheduled Cutover period.

Go-Live

Per the Go-Live Checklist, the implementation team will execute the tasks during the cutover period to take the production environment to "Live" status. Timmons Group will provide on-call or onsite Go-Live Support during the first days of Go-Live.

System Deployment Support

Timmons Group will provide support for the period between Go-Live and Final Acceptance while users begin adopting and the system stabilizes. Timmons Group will tie up loose ends, correct any new issues found, assist users in troubleshooting, and host ad-hoc meetings to aid users who need additional help after training.

Final Acceptance

Targeted around thirty days Post Go-Live, the system should be stable enough for Final Acceptance. Timmons Group will begin the transition to the next phase of the project. MSWD will sign off on Final Acceptance for the plant.

Task Group Deliverables

- Go-Live Checklist
- On-call or Onsite Go-Live Support
- Final Acceptance Sign-Off
- Support transition meeting between project manager, support manager, and client representatives

PHASE 2: ARCGIS DEPLOYMENT, GIS MIGRATION FROM NOBEL, UTILITY NETWORK, CITYWORKS IMPLEMENTATION FOR OTHER GROUPS

The integration with Granite.NET was identified in the response to questions posed by Cyient and released on January 8, 2024 as being unnecessary for Phase 1 of the project. Timmons Group is including this integration as part of Phase 2 of the Cityworks implementation.

Granite.NET Interface

Timmons Group will configure and deploy Cityworks in support of the Granite.NET interface. CUES will work with the client to implement the interface product and set up the Granite.NET components. Timmons Group will develop workflows for this integration and configure Cityworks accordingly.

Task Group Deliverables

- Granite.NET Workflow diagram(s)
- Configured Cityworks environment

SCHEDULE AND FEE

PROPOSED DRAFT PROJECT SCHEDULE

Timmons Group has included a **draft** timeline below for development and deployment. The goal of the draft timeline is to provide the Client with a **general timeline** of events and confidence that Timmons Group has and can deliver on the proposed tasks.

Link to full adjusted schedule: https://app.smartsheet.com/b/publish?EQBCT=3917184c0a4140bfb8b54e1318f8842e

PRICING SUMMARY

The following table outlines our total cost for the additional proposed Scope of Work.

Task	Existing Budget	New NTE	Delta	Comments
Total Budget Change	***$849,596***	***$849,596***	***$0***	
Phase 1: Vertical Asset Hierarchy Built in GIS for New Treatment Plant & Cityworks Deployed for Plant	**$64,146**	**$156,721**	**$92,575**	
Component 1: ArcGIS Enterprise Cloud Deployment	$64,146	$64,146	$0	Includes post Go Live AWS costs estimated $1,500/month for months 13-28 (see table below)
Component 6: Treatment Plant	$0	$92,575	$92,575	
Vertical Asset Model Deployed to GIS	$0	$18,000	$18,000	Vertical Data Model & Vertical Data Migration
Cityworks Out-of-the-Box Deployment for New Plant	$0	$74,575	$74,575	Lightweight Cityworks Implementation, onsite training, onsite Go Live
Phases 2 & 3: ArcGIS Deployment, GIS Migration from Nobel, Utility Network, Cityworks Implementation for Other Groups	**$785,450**	**$842,478**	**($92,575)**	
Component 2: Import Existing Data and Ensure Readiness	$106,500	$21,060	($85,440)	
Task: Discovery	$3,600	$1,800	($1,800)	
Task: Landbase Migration	$5,000	$5,000	$0	
Task: Data Cleanup	$97,900	$14,260	($83,640)	
Component 3: Migrate Data into ESRI Utility Network	$135,980	$168,308	$32,328	
Task 1: Phase Initiation	$1,380	$1,380	$0	
Task 2: Data Readiness Assessment	$0	$0	$0	
Task 3: Data Model Design/Editing Tools	$15,000	$28,640	$13,640	Additional budget needed for template editing Post Go Live, Attribute rules (task that will be duplicated Post Go Live)
Task 4: Data Migration	$74,750	$93,438	$18,688	Additional budget for double deployment to fast-track Cityworks and trace configurations moved to post Go Live
Task 5: Adjustments and Integrations	$0	$0	$0	
Task 6: Testing, Training and Go-Live	$44,850	$44,850	$0	
Component 4: Cityworks Implementation	$362,650	$399,790	$37,140	
Overall Implementation/Configuration/Testing, etc.	$266,735	$294,735	$28,000	Additional budget for Phase 2 Cutover/Go Live process (duplicate effort)
Data Migration	$57,020	$57,020	$0	
Integrations	$18,340	$27,480	$9,140	Additional budget allocated for Granite.NET integration (not in scope for Phase 1)
Travel	$15,475	$15,475	$0	
Post Go Live Support	$5,080	$5,080	$0	
Component 5: Staff Augmentation	$180,320	$103,717	($76,603)	
Staff Augmentation	$96,320	$19,717	($76,603)	
Cloud Managed Services	$84,000	$84,000	$0	

Component Payments

Timmons Group suggests the additional budget be covered in the following adjustment:

Project Component	Invoice Phase	Capital Job Number	Original Payment Amount	New Payment Amount	Comments
Component 1: ArcGIS Enterprise Cloud Development	1001 ArcGIS Enterprise Initial Setup	11837	$32,920.00	$32,920.00	
Component 1: ArcGIS Enterprise Cloud Development	1002 Hosting Fees Months 1-12	11837	$7,226.00	$7,226.00	
Component 1: ArcGIS Enterprise Cloud Development	1003 Hosting Fees Months 13-28	11837	$24,000.00	$24,000.00	Per other projects, the projected AWS costs for ongoing hosting after Go-Live are estimated to be $1,500 per month.
Component 2: Import Existing Data and Ensure Readiness	2001 Data Cleanup	11837	$97,900.00	$14,260.00	**Time & Materials** - budget is estimated based on maximum effort, $110/hr.
Component 2: Import Existing Data and Ensure Readiness	2002 Data Discovery	11837	$3,600.00	$1,800.00	
Component 2: Import Existing Data and Ensure Readiness	2003 Landbase Migration/Import	11837	$5,000.00	$5,000.00	
Component 3: Migrate Data into Esri Utility Network	3001 UN Phase Initiation/Data Readiness	11837	$1,380.00	$1,380.00	
Component 3: Migrate Data into Esri Utility Network	3002 UN Data Model Design/Editing	11837	$15,000.00	$28,640.00	Additional budget needed for template editing Post Go Live, attribute rules (task that will be duplicated Post Go Live), additional fields & domain changes requested by MSWD
Component 3: Migrate Data into Esri Utility Network	3003 UN Data Migration	11837	$74,750.00	$93,438.00	Additional budget for double deployment to fast-track Cityworks and trace configurations moved to post Go Live
Component 3: Migrate Data into Esri Utility Network	3004 Testing/Training/Go Live	11837	$44,850.00	$44,850.00	
Component 4: Cityworks Implementation	4001 Cityworks Implementation	11838	$266,735.00	$294,735.00	Additional budget for Phase 2 Cutover/Go Live process (duplicate effort)
Component 4: Cityworks Implementation	4002 CW Data Migration	11838	$57,020.00	$57,020.00	
Component 4: Cityworks Implementation	4003 CW Integrations	11838	$18,340.00	$27,480.00	Additional budget allocated for Granite.NET integration (not in scope for Phase 1)
Component 4: Cityworks Implementation	4004 Post Go Live Support	11838	$5,080.00	$5,080.00	
Component 4: Cityworks Implementation	4005 CW Travel	11838	$15,475.00	$15,475.00	
Component 5: Staff Augmentation	5001 Staff Augmentation	---	$96,320.00	$19,717.00	**Time & Materials** (budget was originally estimated 20 hours/month based on average of hourly rates (avg $172/hr)).
Component 5: Staff Augmentation	5002 Cloud Managed Services	---	$84,000.00	$84,000.00	28 months; $7,000/month
Component 6: Treatment Plant	6001 Vertical Asset Model Deployed to GIS	11869	N/A	$18,000.00	
Component 6: Treatment Plant	6002 Cityworks Out-of-the-Box Deployment for New Plant	11869	N/A	$74,575.00	
	Total:		**$849,596.00**	**$849,596.00**	

ASSUMPTIONS

Timmons Group is including the following assumptions as part of our scope of work.

1. Deliverable Acceptance

Deliverables will be tested by Client within ten (10) business days of delivery. Client will evaluate the documentation, and previously accepted related functionality, against the agreed upon acceptance criteria, to determine acceptance. If all or some of a task is not accepted, or if previously accepted functionality is newly impacted in a negative manner, the defect will be deferred to a future sprint.

2. Solution Deployment

Changes to Client's hosted/target platform during task execution could result in additional deployment work not covered in this scope of work.

3. Additional Assumptions

a) The Timmons team is responsible for all configuration and technical requirement testing, and will provide Project Manager, Business Analyst, GIS Solutions Architect and GIS Analyst resources throughout the duration of the project.
b) Client is responsible for acceptance testing of all GIS and Cityworks functionality and will provide Project Manager and Subject Matter Expert resources.
c) Client and Timmons teams are available throughout the duration of the project. Any impacts to availability of any team members from the teams may result in a delay in schedule.
d) Timmons and Client will use a defined change management process for any changes in services above and beyond the agreed upon scope and cost pursuant to the existing contract executed between the District and Timmons.
e) The Timmons Project Manager and Client Project Management teams will coordinate throughout the project on progress, managing expectations, removing impediments, and bridging communication. Client will liaison with experts from integrating systems as necessary.
f) Client will use Timmons tools to track progress, development, and general communication.
g) The Timmons project teams will conduct demos unless otherwise specified.

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

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 7 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **Timmons Group**
1001 Boulders Parkway Suite 300
Richmond, VA 23225

DATE: March 1, 2024

PROJECT DIR#: N/A

TITLE: **Complete Deployment of ArcGIS Enterprise, Utility Network, Cityworks**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Proposal and in accordance with Exhibit B – Cost Proposal provided by Timmons Group, and per Exhibit C – Term, Early Termination & Notice

Contract price $: Not to Exceed $849,596.00

Term: Two (2) years & four (4) months from the effective date above

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

Accepted:	Consultant:
Mission Springs Water District	Timmons Group (Business Name)
By:	By:
Brian E. Macy, PE	Ronald Butcher
Title General Manager	Title Principal & Asset Management Dir.
Other authorized representative(s):	Other authorized representative(s):
Arturo Ceja, Director of Finance	
Kurt Kettenacker, Innovation and Technology Manager	

Consultant agrees with the Mission Springs Water District that:

a. Consultant and District agree that District, its directors, officers, employees, and authorized volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Consultant or any subconsultant or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to District. Consultant acknowledges that District would not enter into this Agreement in the absence of the commitment of Consultant to indemnify and protect District as set forth herein.

b. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by District, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Consultant's obligation to defend, indemnify and hold harmless shall include any and all claims, suits, and proceedings in which Consultant (and/or Consultant's agents and/or employees) is alleged to be an employee of District. All obligations under this provision are to be paid by the Consultant as they are incurred by District.

c. Without affecting the rights of District under any provision of this Agreement or this Section, Consultant shall not be required to indemnify and hold harmless District as set forth above for liability attributable solely to the fault of District, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than $1,000,000 per claim and $2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.

e. Verification of Coverage – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

4. **Cyber Liability Insurance** (Technology Professional Liability - Errors and Omissions), with limits of not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Required Provisions –

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."

i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

j. Consultant hereby specifically represents and warrants to District that it possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.

k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.

q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by

the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.

x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.

y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.

aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.

bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

dd. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

ee. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the District. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by the District to the Consultant under this Agreement shall not exceed the contract price specified on Page 1.

1. Consultant shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the District, in writing.

2. Consultant shall submit to District, on or before the fifteenth (15^{th}) of each month, itemized invoices for the Services rendered in the previous month. The District shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. The District shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to District's:

i. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
ii. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
iii. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the District determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, District shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly and give notice to Consultant of the adjustment.

3. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days after acceptance by Mission Springs Water District. Should the District dispute any portion of any invoice, District shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

ff. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Project Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.

gg. Consultant shall promptly advise the Project Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.

hh. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.



TIMMONS GROUP

Cityworks® A TRIMBLE COMPANY

esri

COMPLETE DEPLOYMENT OF ARCGIS ENTERPRISE, UTILITY NETWORK, CITYWORKS - REQUEST FOR PROPOSAL

Mission Springs Water District

Due: 5:00 PM, Thursday, January 11, 2024

Contact: Lou Garcia | Principal
1001 Boulders Parkway, Suite 300, Richmond, VA 23225
443.904.3897 | Fax: 804.560.1016 | louis.garcia@timmons.com
www.timmonsgis.com

TIMMONS GROUP
GEOSPATIAL SOLUTIONS

1001 Boulders Parkway
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Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmonsgis.com

December 11, 2024

Kurt Kettenacker, IT Manager
Mission Springs Water District
66575 2nd Street
Desert Hot Springs, CA 92240

RE: Complete Deployment of ArcGIS Enterprise, Utility Network, Cityworks

To Kurt Kettenacker and the Selection Committee:

Mission Springs Water District is seeking a partner to configure a turn-key cloud-hosted ArcGIS Enterprise environment and migrate its GIS data into the Esri Utility Network while also implementing Trimble's Cityworks AMS.

For more than 20 years, Timmons Group has provided a wide variety of Enterprise Cloud based GIS and Asset Management solutions, including and award-winning services to local government DOTs, utilities, municipal, federal, and private clients. Our team encompasses vast experience and expertise from Timmons Group employees in all facets desired for your project to move to an Esri Utility Network based deployment of Cityworks AMS all in a cloud-based solution. We have the necessary expertise, and require no teaming partners, to meet your required certifications and successfully deploy your desired solution. Indeed, we have performed a project with nearly this exact scope of work with your neighbor, Indio Water, as well as many other similar projects across North America.

Our team will provide MSWD an unsurpassed ability to deliver sound solutions to all phases of your program through:

Key team members dedicated to your project offer an impressive level of professional experience and knowledge for delivering services to your full range of associated services. Team members have worked together on multiple successful projects and are empowered to do what it takes to make sure your projects are successful for you and your stakeholders.

Familiarity with local regulations, practices, and regional specific requirements, as the Esri Utility Network and Cityworks implementers of choice. We are a Esri Gold Partner, are Esri Utility Network Certified and a Cityworks Platinum Implementation Partner and Strategic Development Partner with intimate experience in deploying this solution set of tools. We have already moved legacy data from disparate systems to this solution set as well as integrated several of your desired integrations to Cityworks, including Granite.Net.

The leveraging of experience from implementing Esri's Utility Network with 15 clients and Cityworks with more than 135 clients that have faced the challenges you currently face, including many within your local area.

A full understanding of your program requirements and a project team committed to exceeding your highest expectations by developing sound and innovative technical solutions. We will apply our lessons learned on recently completed similar projects to your full advantage.

A dedicated Client Support Program ensuring our clients are continually capitalizing on their investment in Esri's GIS and Cityworks.

Timmons Group intends to perform the services and confirms that all elements of the RFP have been reviewed and understood.

Cityworks A TRIMBLE SOLUTION Platinum Partner

esri Partner Network Gold

esri Network Management Specialty

ArcGIS Utility Network SPECIALTY esri
Web Application Developer Certified esri
Enterprise Administration Certified esri
Enterprise System Design Certified esri
ArcGIS Online Administration SPECIALTY esri
ArcGIS Desktop Certified esri
Enterprise Geodata Management Certified esri

esri ArcGIS Hub Specialty

esri ArcGIS System Ready Specialty

aws certified Solutions Architect ASSOCIATE
aws certified Developer ASSOCIATE
aws certified Solutions Architect PROFESSIONAL
aws certified Cloud Practitioner FOUNDATIONAL

A partnership with Timmons Group offers MSWD a significant number of benefits. From initial system planning and design activities all the way through implementation and deployment, you will have direct access to industry-leading engineering, planning, GIS, and information technology professionals CMMS enterprise asset management services. Timmons Group is confident our team represents the best overall value to MSWD. If you have any questions or require any additional information during the RFP review process, please contact Lou Garcia at 443.904.3897, as he is your primary contact and has binding authority.

Respectfully yours,

Ronald R. Butcher Jr., MBA
Principal in Charge
ron.butcher@timmons.com

Lou Garcia
Principal & Project Director
louis.garcia@timmons.com

STATEMENT OF UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

MSWD desires to engage a consultant to configure a turn-key cloud-hosted ArcGIS Enterprise environment that adheres to Esri's best practices and security standards. After this is accomplished, the consultant will migrate MSWD's GIS data into Esri's Utility Network data model and implement Trimble's Cityworks AMS. Existing MSWD CMMS/EAM system functions will also need to be migrated into the configuration of Cityworks AMS and MSWD staff will need to be fully trained. Timmons Group will also provide on-going staff augmentation services, support, and managed services for the cloud-based environment.

Cityworks AMS can replace, integrate to, or enhance MSWD's current disparate grouping of solutions. The Cityworks solution platform is built to easily integrate to other best-of-breed solutions so that an effective enterprise system can be built. Our approach will leverage your existing investment in your GIS data, software, workflows, business rules and hardware, and other systems.

By using an iterative approach with an intuitive solution, MSWD staff will have the means to adopt best practices, streamline processes, manage costs, and promote transparent access to work activity information. This effort will support MSWD as it strives to provide an exceptional level of service to a growing population.



MSWD faces a critical turning point under the pressure of aging infrastructure, deprived maintenance routines, and financial pressures. Staff must manage its assets, collect, and analyze information, and provide long-term value to the public. Under this project you can leverage data and technology in new ways and use processes and asset analytic techniques. Beyond the immediate process efficiency gains, your Asset Management program can help affect real cultural change within the organization. Positions once dedicated to reactive maintenance can evolve into positions focused on preventative maintenance, analytics and structuring controlled experiments in a quest for more capital investment. Truly, you have an exciting opportunity.

Establish
ASSET CRITICALITY AND RISK FRAMEWORK

MSWD service goals must consistently align with its most critical assets to support infrastructure maintenance needs and track operational efficiency of services delivered to the public.

Consolidate
ASSET MANAGEMENT FUNCTIONALITY IN A BUSINESS SOLUTION

Streamline your approach and leverage Cityworks AMS & Esri ArcGIS for assets thus negating legacy customization or non-integrated systems.

Identify
PRIORITIZED CAPITAL IMPROVEMENT AND INVESTMENT RETURN

Identify prioritized capital needs and return on investment analysis by using data-driven AM planning through collecting the right amount of quality data to inform investment decisions.

Based on our experience in leading GIS-based Asset Management transformations and the related implementation of a cloud-based Esri GIS and Cityworks AMS, we believe you need a very specific type of partner. You need a team of advisors who are familiar with core cloud technologies, Esri technology, Cityworks AMS knowledge, and asset management processes and workflows; yet can translate business requirements into technology specifications. You need seasoned professionals with a **bias for action and pragmatism** as opposed to academic purity. You need organizational change experts who know how to connect with the front line as well as the executive suite, to ensure there is top-down support and real momentum for the journey. We suggest that you also need partners who think holistically, from maintenance operations to technology to the supporting areas of MSWD to ensure that your cloud-based Esri tools and data and Cityworks AMS are configured for long-term success.

MSWD has identified the need to implement a new cloud-based architecture for Esri's GIS, migrate existing data to Esri's Utility Network data model, and implement Cityworks AMS. Cityworks AMS can perform the District's technical requirements. However, simply purchasing and installing Cityworks does not mean you will be performing asset management to your desired level or more effectively performing the various tasks associated with the desired level of CMMS, asset

management, and citizen management. When Timmons Group works with our clients to address their Asset Management needs, we prefer to use the ISO 55000 definition which states:

"*Asset Management capabilities include **processes**, **resources**, **competences**, and **technologies** to enable the effective and efficient development and delivery of asset management plans and asset life activities and their continual improvement*." - as defined by ISO 55000

Cityworks AMS meets MSWD's technical requirements and Timmons Group will use industry standards and best practices including ISO 55000 guidelines as we develop and deliver a plan to address the related processes, resources, and competences. This plan becomes the key to how we ensure that your GIS, the Esri Utility Network and Cityworks AMS are designed and implemented to collect the necessary data to enable MSWD to report on and analyze this data for critical decision making at the operational and management levels.

Timmons Group proposes to work with MSWD to refine or create new workflows, following existing business rules and other criteria so that MSWD can leverage Cityworks to meet your requirements. A primary objective of this task is for our implementation team to review and understand how MSWD conducts business and manages its assets, how data, specifically GIS data, is used and moves through MSWD. The goal is to provide knowledge to support and enable our implementation team to properly address the technological impacts of the software deployment and MSWD to understand the technological impacts and the non-technological impacts related to business processes and workflows. It will be our intent to use these processes and to "tweak" them as necessary to include best practices, ISO 55000 guidelines, a Best Management Practice framework, Workflows and Standard Operating Procedures, ASCE, APWA, & AWWA guidelines, and to use the full capabilities of our solution software effectively.

Realizing your vision, however, can be challenging. It will require change – new behaviors and new skills. It will also require a solid foundation of well-defined business processes and solution requirements. But before any supporting IT/GIS tools can be configured, there must be clarity on the organization's core processes: the workflows for key steps and sub-steps, and what data must be collected at which points to inform which decisions. By analyzing business processes in a structured way, one streamlines the technology and data needs and, perhaps more importantly, one can identify tangible improvement areas for quick wins.

Partnering with Timmons Group on this project will yield the results you demand. Years of lessons learned will be available to you and your stakeholders throughout the life of your program. Regarding group specific consulting, Timmons Group brings not only geospatial and information technology professionals to assist with the cloud-based implementation of the Esri's GIS, Esri's Utility Network and Cityworks AMS solution, but also subject matter experts in the fields of cloud-based solutions, utilities, civil engineering, planning, asset operation and maintenance in multiple asset classifications. You will have the opportunity to work with our planning, engineering, geospatial, system architects and technology subject matter experts who will share over a century of combined ideas and solutions with you in support of your greater mission. These resources will be available to the project team to assist with best practices as your GIS and Cityworks AMS are configured uniquely to each Functional Group and your GIS and Cityworks AMS are configured around each Functional Groups business processes and workflows. These subject matter experts will review the proposed configuration workflows for best practices and address the "do they make sense" questions, prior to Timmons Group submitting the proposed workflows for MSWD approval.

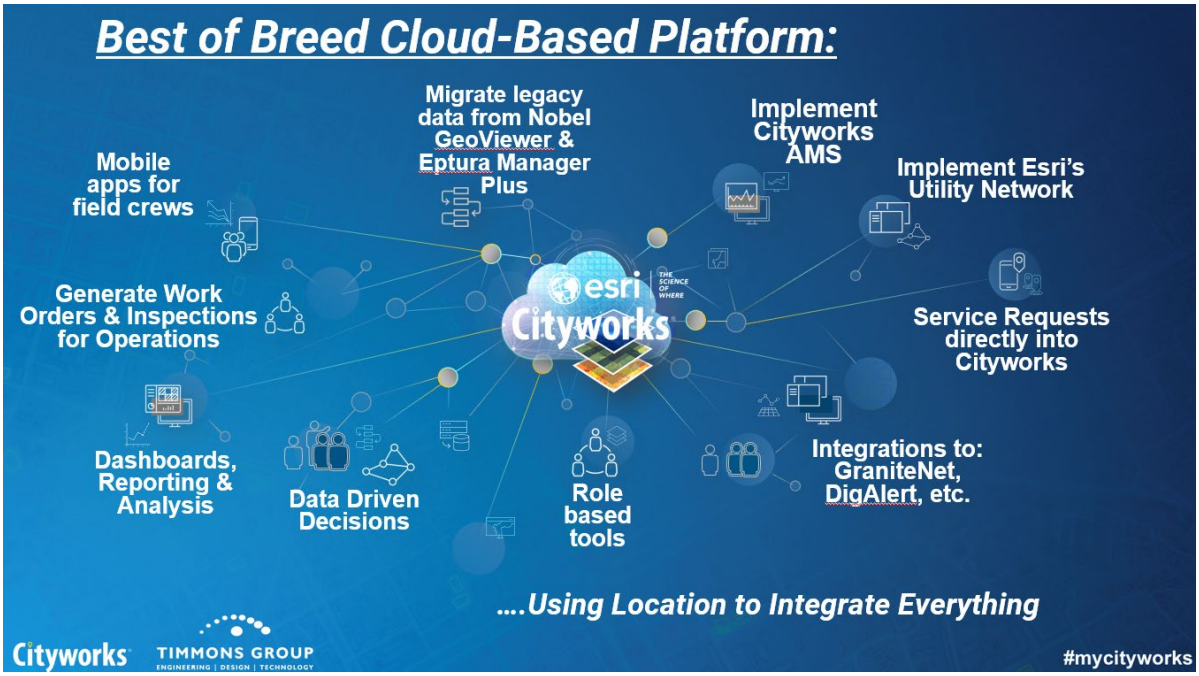
Importance of KPI and Level-of-Service Measures in Implementing a CMMS

The shortfall afflicting many Asset Management programs is the disconnect between the theory and "the act of doing" (i.e., the day-to-day application of the AM practices). In our experience, the key to bridging this gap is defining insightful Key Performance Indicators (KPIs) that are linked to key decisions. A well-designed relationship between KPIs and Service Delivery Areas (for example) can provide clarity to your CMMS and Asset Management Plan. This up-front planning informs the core data collection needs (how does the Esri Utility Network datamodel get designed and used), requirements, and implementation configuration for Cityworks AMS. Without this framework, ArcGIS and/or Cityworks AMS could be configured to collect too much "nice to have" data which burdens crews and consumes screen real estate on field tablets. As part of our consulting services, we will rationalize the GIS & Cityworks data collection requirements to better align with your defined KPIs, thus informing process efficiency and outcomes.

Timmons Group, through our well-honed implementation methodology, successfully used at multiple municipalities and utilities across the US, will provide a proven approach to reviewing existing business processes, helping to revise them to effectively exploit not only your GIS and Cityworks AMS but also your existing data and resources, all while adhering to existing business or regulatory rules and policies. The result will be an end-user-driven configuration of your GIS and Cityworks implementations. This will ensure that your staff members embrace the new technical platforms and have access to the critical data required to perform analyses, run reports, and support data-driven decisions. Additionally, we

intend leave you fully self-sufficient in the operation of, future configuration changes of, and use of the data analysis tools your GIS and Cityworks AMS provides, through our proposed role-based training and knowledge transfer throughout the project. We will also provide on-going support and staff augmentation as necessary, including managed services for your cloud hosting.

The graphic below details the software and integrations we are proposing for each requirement and their relationships. Cityworks AMS is based on Esri's ArcGIS and will therefore leverage your existing investment. Cityworks (a GIS-centric solution) will serve as the platform or "best of breed" solution for Enterprise Asset Management & Computerized Maintenance Management.



We are not just implementing Cityworks AMS. Rather we are meeting all the requirements you have outlined, and are needed, to have a toolset that allows you to manage, operate, analyze, and make informed decisions about your assets from a holistic perspective. This toolset facilitates data sharing among solutions, allowing MSWD to manage and analyze data in the native applications or in other tools such as MS Power BI, Tableau, and others. This capability empowers MSWD to make data-driven decisions across the organization, analyzing various factors such as billing, consumption, financials, asset depreciation, lifecycle costs, risk, consequence of failure, probability of failure, socio-economic factors, environmental impact, and resource requirements collectively, moving away from traditional siloed practices.

For the best outcome and to ensure its most effective use, an organization should not simply install software without the help of an experienced professional services team to help guide you through the workflows, business requirements, and day-to-day activities. Through our well-honed implementation methodology, successfully used at multiple local governments and utilities across North America, we will review existing business processes, helping to revise them to effectively exploit not only Cityworks but also your existing data and resources, all while adhering to existing business or regulatory rules and policies.

As MSWD implements new solutions, you will be well served to address change management. After all, if the system is not used to its full potential, the project will not succeed. Our approach includes change management on multiple levels, as described in our proposed scope of services. Our use of best practices and strong consulting experience ensure that the cloud-based Esri ArcGIS, Utility Network, and Cityworks AMS solution fits properly within your organization and differentiates Timmons Group from other system implementers. We are a Platinum level business partner with Cityworks and a Gold level partner with Esri, as well as Utility Network Certified and a trusted partner with Amazon Web Services, for a reason.

As you review our proposal, keep in mind the following key points that differentiate our team:

- We require no teaming partners to achieve your desired result
- We have performed what is basically this same project with other clients across North America in the recent past, including your neighbor, Indio Water
- Our team will have one project manager, Lauren Sullivan, PMP, a southern California native who is residing in Portland, OR. She and other team members will guide you through project components as they are implemented,

provide on-going support and staff augmentation for the cloud-based managed services, GIS deployment and maintenance expertise, and Utility Network and Cityworks AMS implementations

- Ally Reynolds and Drew Purzycki are two of only a handful of experienced GIS professionals who have been certified by Esri in the ArcGIS Utility Network
- Timmons Group is one of only a few firms that is both Esri Utility Network certified and a Trimble Cityworks Platinum level implementation partner
- Timmons Group has 135+ successful Cityworks implementation across North America
- Timmons Group has 15 Utility Network projects across North America, including Indio Water Authority
- We won a UN implementation award at the IMGIS conference in Palm Springs in 2023. This is as much an award for Timmons Group as it was for Indio Water Authority
- Timmons Group is currently hosting and providing managed services for multiple enterprise Esri ArcGIS & Cityworks deployments across North America.

2023 Infrastructure Management & GIS Conference
Utility Network Implementation Award

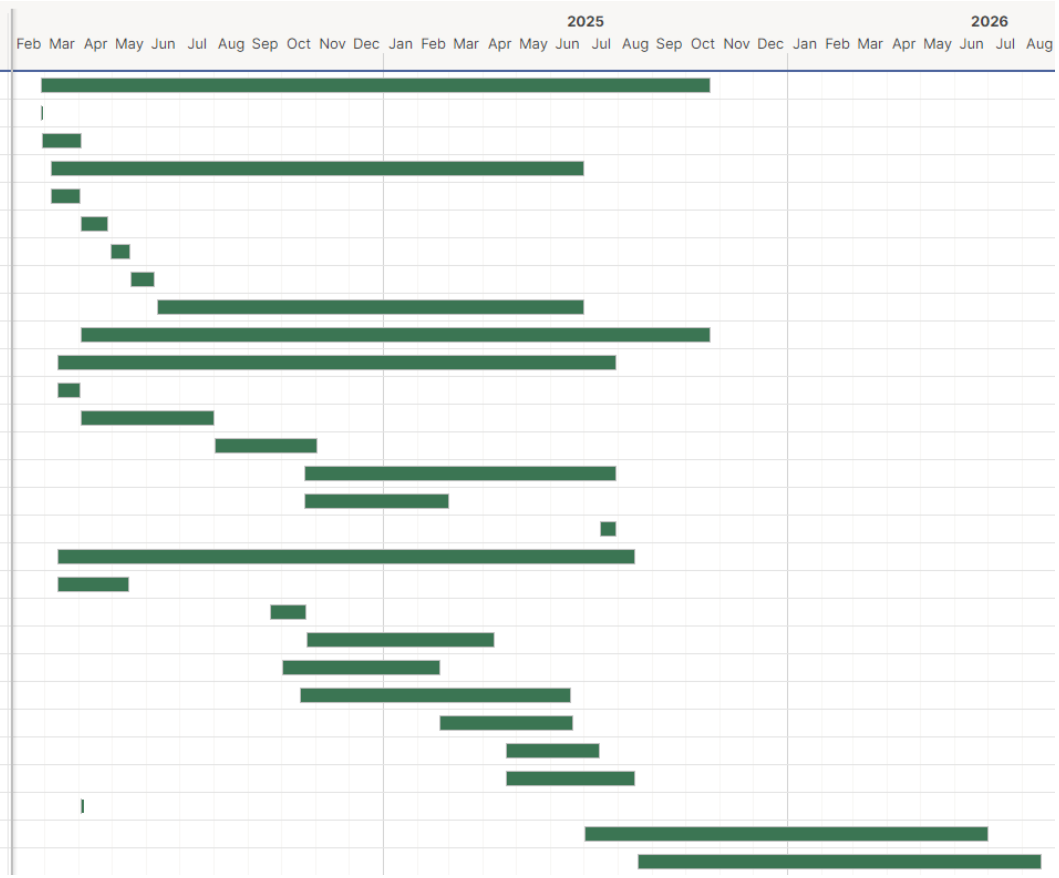
To ease your review and to provide organization, we have divided the project into five high-level components detailed individually. However, we will manage, design, and deploy as one project with the realization they are part of one cohesive solution to MSWD. These components are:



SCHEDULE

For planning purposes, we have included a preliminary schedule. Our initial proposed schedule is based on extensive experience with similar projects, but we will work with MSWD to adjust the schedule as necessary. A more detailed and interactive Gantt chart is available here: https://app.smartsheet.com/b/publish?EQBCT=80a98ff143414fc9a93f6a6a79751878.

	Task Name	Durati...	Start	Finish
1	ArcGIS Enterprise, Cloud, Utility Network, and Cityworks Implementation	413d	02/26/24	10/22/25
2	Notice to Proceed	1d	02/26/24	02/26/24
3	Project Initiation	26d	02/27/24	04/02/24
9	Project Component 1: ArcGIS Enterprise Cloud Deployment	326d	03/06/24	06/30/25
10	Discovery	19d	03/06/24	04/01/24
16	Technical Design	19d	04/02/24	04/26/24
23	Build Cloud Infrastructure	14d	04/29/24	05/16/24
29	Configure Software	15d	05/17/24	06/07/24
34	Testing and Launch ArcGIS Enterprise Environment on AWS	259d	06/10/24	06/30/25
37	Project Component 2: Import Existing Data and Ensure Readiness	387d	04/02/24	10/22/25
41	Project Component 3: Migrate Data into ESRI Utility Network	342d	03/12/24	07/29/25
42	GIS Discovery	15d	03/12/24	04/01/24
44	UN Data Model Design & Editing Tools	84d	04/02/24	07/31/24
60	UN Migration	65d	08/01/24	11/01/24
66	UN Testing, Training, & Go-Live	188d	10/21/24	07/29/25
67	Testing and Training	84d	10/21/24	02/28/25
75	UN Go-Live	11d	07/15/25	07/29/25
82	Project Component 4: Cityworks Implementation	355d	03/12/24	08/15/25
83	Cityworks Asset Readiness	47d	03/12/24	05/15/24
91	Cityworks Environment Preparation & Setup	22d	09/20/24	10/22/24
101	Core System Implementation	111d	10/23/24	04/10/25
122	Cityworks Systems Integrations	91d	10/01/24	02/20/25
143	Cityworks Data Migrations	163d	10/17/24	06/18/25
165	Cityworks User Acceptance Testing	85d	02/20/25	06/20/25
179	Cityworks Training	58d	04/21/25	07/14/25
185	Cityworks Go-Live	82d	04/21/25	08/15/25
192	Project Component 5: Staff Augmentation	0	04/02/24	04/02/24
193	Managed Services	259d	07/01/25	06/30/26
194	(Optional) Cityworks Support Services	260d	08/18/25	08/17/26



APPROACH

Project Initiation & Project Management

Successful program management requires a high degree of commitment to both operational and fiscal results; an acceptance of accountability for conformance to project requirements; and the people skills to forge a synergistic chemistry between diverse stakeholders.

Successful implementation of the tools required for a project of this type requires a thorough understanding of the individual processes and information management applications used throughout the organization. An appropriate level of planning and strategizing is required to ensure the end-users' needs are identified, understood, and designed for prior to implementation of any solution. Timmons Group is committed to providing MSWD with the resources needed to achieve your goals and the priority to complete each task on schedule and within budget. Our dedicated staff will provide you with consistent, responsive service. We have established a strong team, based on similar projects, client success and certification status. All Project Team members selected for this engagement have recent significant experience in the planning, design, and implementation of multiple enterprise cloud-based Esri ArcGIS, Esri Utility Network and Cityworks projects of varying depths and complexities. However, in our experience, these competencies alone do not automatically translate into successful projects. Rather, the key to project success is the proper use of available resources within the framework of a well-managed project plan that completely addresses each of the following processes:

- Initiation – project authorizations and expectations
- Planning – project definitions, objectives, deliverables, and analysis of alternatives
- Execution – coordination of resources, quality control, delivery of products and services
- Controlling – monitoring and measuring to identify variances and initiate corrective actions
- Closing – acceptance of project results and deliverables

As previously stated, the success or failure of the components required for the success of this project is most often not attributable to the technology components, but rather to managing the implementation of the cloud-based platform and software solutions and the organization's ability/inability to effectively achieve the change associated with the implementation. We will partner with MSWD in developing a strong body of users throughout the implementation process. The widespread adoption that is often anticipated by the project stakeholders during the planning and development of enterprise systems can quickly wane shortly after implementation if the change process is not effectively managed. With our Project Manager serving as the hub of our team, and the conduit of communications between our subject matter experts and the MSWD core team, we propose to use the following management tools to manage the proposed project programmatically and proactively to a successful end. The following implementation and support functions will be addressed in the project plan with designations for each implementation/deployment phase recommended:

- Project Planning/Execution
- Communications Planning/Execution
- Cloud Design, Implementation and Testing
- Business Review and GAP Analysis
- System/Application Configuration and Validation
- Data Analysis, Design and Development
- Customization/Interface Analysis, Design and Development
- Testing (System, Performance and User Acceptance Testing)
- Training and Documentation
- Implementation
- Operations, Maintenance and Support

The project components and their associated tasks detailed below are designed to meet the full requirements of the RFP from the perspective of providing the required professional services to meet the full requirements as detailed within the RFP. Project Initiation sets the stage for downstream activities and tasks. This is the time to better define the overall goal of the project and what stakeholders hope to ultimately gain from the effort. During initiation, it is important to define who will be working on the project and their respective roles, as well as who will make business decisions and establish priorities for what ends up in the application. Project initiation tasks are typically not time-intensive but are very important to the success of the project. By having clearly defined roles, the project team can minimize inefficiencies and streamline the requirements gathering and decision-making process. On notice to proceed, we will convene at an internal Timmons Group team meeting to ensure the entire project team understands the overall goals of MSWD's project and what the project schedule is. Our Project Manager will be in contact with the MSWD Project Manager to discuss the kick-off

meeting agenda and project schedule. Timmons Group will draft a kick-off meeting agenda for MSWD to review and edit. Our Project Manager will also provide a detailed project management plan to include phases, tasks, task dependencies, and task durations prior to the kick-off meeting.

Our Approach to Project Management

Timmons Group specializes in delivering enterprise GIS & Asset Management solutions for our clients. We have accumulated years of experience and lessons-learned that have shaped our project management and implementation approach. Our project manager will be responsible for:

- Facilitating meetings between the Timmons Group team and MSWD project stakeholders
- Preparing for, and conducting, all on-site and on-line meetings
- Reporting risks and impediments to the team as issues arise and maintaining a risk registry on our web-based project portal (Teamwork)
- Maintaining the project work plan and project schedule
- Managing change
- Monitoring and reporting project performance

Project Management Plan (PMP)

The PMP integrates and consolidates all the subsidiary management plans from the planning process, including:

- Scope management plan (including the change management process)
- Schedule management plan
- Cost management plan
- Quality management plan
- Human resource plan
- Communications management plan
- Risk management plan
- Procurement management plan

Mutually agreed-on project baselines are established for schedule, cost, and scope. These baselines are combined into a performance measurement baseline against which integrated performance can be measured throughout project execution. Our Project Manager will develop and deliver a PMP outlining the tasks, schedule, deliverables/milestones, communication plan and the associated resources (internal/external) necessary for the project to be successful.

Kick-off Meeting

The Project Manager will organize the kick-off meeting, which will include participation from key project stakeholders and client staff. This meeting will focus on:

- Team Introductions
- Overall Project Goals/Objectives
- Project Roles and Responsibilities
- Status Meeting Cadence and Status Report Content
- Team Collaboration Site
- Project Work Plan and Milestones
- Change Management Process
- Invoicing Process
- Summary of Deliverables
- Action Items and Next Steps

Our Project Manager will provide the kick-off meeting summary notes to MSWD for review and comment before finalizing them. Additionally, the following will be created, modified, and then finalized:

Project Repository – Timmons Group will maintain procedures throughout the project for tracking and reporting progress. We will establish a dedicated, secure online project portal (Teamwork) that provides centralized, on-demand access to project documents and status. Our approach to project management is very “hands-on” and will support constant communication to minimize project risk, remove impediments to progress, and to ensure that we are delivering the best possible solution. Standard project management documents that will be posted to the project portal include: status reports (MS Word), current and past versions of the project work plan (Smartsheet), key project decision log, risk register and a task/action item log. Monthly we will provide MSWD with a project status report that documents the activities performed during the previous month. At a minimum the report shall address the following:

- Status of all tasks
- Deliverable status
- Configuration status
- Forecasted Deliverable status for the next reporting period
- Resource status for the project, including staff utilization
- Schedule status for the project including task status, milestones completed, phases completed, schedule trends and schedule summary

- Comparison of actual percent complete versus scheduled for the work breakdown structure
- Issues, risks, and resource constraints which are affecting or could affect progress including proposed or actual resolution
- Proposed changes to the project work plan, reasons for the changes, and approval/disapproval determination for any proposed changes
- Updated detailed project work plan with approved changes highlighted
- Key decisions (technical and administrative)
- Open action items
- Schedule update
- Financial update
- Project performance measurements

Project Management Plan – After the kick-off meeting, we will make any necessary adjustments to the project management plan. This may include the identification of new tasks, changed dependencies, or changed task durations. In addition to the formal processes, tools, and documents detailed above, Timmons Group also has several other processes and documents to manage a project, including:

- Scope Management Plan
- Communication Plan
- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g., in-person, email, call)
- When it is to be communicated
- Schedule Management Plan
- Risk Management
- Quality Management
- Quality Assurance Plan
- Acceptance Procedures
- Status Report Template
- Ongoing Project Management

Project Component 1: ArcGIS Enterprise Cloud Deployment

ArcGIS Enterprise Discovery and Technical Design

Timmons Group has developed a proposed approach and schedule to optimize delivery to MSWD in a cost-efficient manner. Timmons Group is flexible in the approach and schedule for MSWD's ArcGIS Enterprise cloud deployment. Our approach summarized below is a systematic process we have refined over decades of experience with ArcGIS for hundreds of clients with a broad range of requirements. We start with a Discovery to build shared understanding of detailed requirements and desired outcomes and the steps that follow Discovery are flexible based on what we learn and what MSWD needs. From a schedule perspective we started with deploying a lower development environment for ArcGIS Enterprise to support components 2-4. Starting with a single environment provides MSWD cost savings by holding off on deploying and operating the production ArcGIS Enterprise environment until the necessary capabilities and data are ready to support MSWD's day to day activities. Based on MSWD's preferences and requirements the ArcGIS Enterprise production deployment can occur at any point in the overall project duration once the development environment is validated to meet the to be defined parameters for Go-Live.

Discovery

The purpose of Discovery is to document every relevant component of the current GIS so that all capabilities and functionality are accounted for in the cloud deployment. The GIS software, including extensions and add-ins, will be documented along with the licensing currently available to MSWD. Our team will document custom processes like database triggers, geoprocessing tools, stored procedures, views, or scheduled tasks running via Python or other tools as well.

Architecture Review and Validation

Timmons Group will work with MSWD to review the current system architecture. This will include the servers currently in place and the various software configurations in place for these servers. The goal is to ensure that Timmons Group, to the best extent possible, captures the current system configuration and dependencies of MSWD's GIS prior to finalizing the technical design and implementing a new GIS infrastructure.

Catalog Existing Data and Services

The current database(s)'s properties and data, users be documented for consideration during the migration. Users, roles, and schemas will be documented along with any versioning methods, if applicable.

Catalog GDBs and AGS Services

Timmons Group will spend time working with MSWD to review the current GIS databases supporting the GIS architecture. This will include enterprise geodatabases (SDE), non-enterprise geodatabases, and other GIS data sources necessary to support the current GIS system. The goal here is to ensure that Timmons Group to the best extent possible captures the current system configuration and dependencies of MSWD's GIS prior to finalizing the technical design and implementing a new GIS infrastructure on AWS.

Collect and Document Security Requirements

Timmons Group will facilitate a workshop with MSWD IT staff to capture and record security requirements for the new GIS environment. These requirements will focus on security controls, identity access and management, network security and security logging.

Collect and Document System Integration Requirements

Integrations are a critical component of a successful enterprise implementation and before integrations can be implemented, networking must be designed and configured to facilitate communication between the various systems. Timmons Group will work with MSWD to review the current desired integrations with the enterprise GIS including Cityworks/ Cityworks Online. This will include the details and dependencies of integrations with third party systems including the networking ports and protocols required. The goal here is to ensure that Timmons Group to the best extent possible captures the current system configuration and dependencies of MSWD's GIS prior to finalizing the technical design and implementing a new GIS infrastructure on AWS.

Technical Design

Design Architecture

Timmons Group will create a system architecture design document with MSWD to ensure system specifications will meet the performance and security needs of MSWD. Timmons Group intends to review system architecture design documents for the new AWS Cloud environment with MSWD to ensure system specifications will adequately meet documented technical requirements.

Design User Identity and Management Strategy

Depending on the final technical design and other MSWD IT resources, we may leverage the following components to properly authenticate and authorize ArcGIS Portal users. If available from MSWD, Enterprise logins via HTTPS/SAML or OpenID Connect will use MSWD's Federated Identity Management platform. A typical security pattern for Timmons Group is summarized below:

Summary System Security	
Security Control	**Description**
Authentication	Single Sign-On (SSO) via SAML integration with Enterprise Identity Management System
User Store	Enterprise Identity Management System
Role Store	Built-in
User Provisioning	Enterprise Identity Management System
GIS Services Access	Federated security to GIS Portal groups
GIS Portal Access	Portal for ArcGIS: Domain Accounts and RBAC via group membership

Develop Test Plan

Our team will develop a test plan to validate the new GIS environments are functioning properly. The test plan will cover high level testing to ensure capabilities, data, services and security configuration are implemented as designed.

Design and Develop Backup and Disaster Recovery Plan

Timmons Group will work with MSWD to follow our proven disaster recovery (DR) framework composed of two phases, preparation and recovery. Leveraging our DR framework, we will work to understand MSWD's needs and business risks to define recovery objectives. Two components of recovery objectives are recovery time objective (RTO), defined as the time it takes after a disruption to restore a business process to its service level, and recovery point objective (RPO), which is defined as the acceptable amount of data loss measured in time. With clearly defined recovery objectives in place, we evaluate and select the best strategy; e.g. traditional backup and restore, pilot light for quick recovery, warm standby, high availability multi-region deployment. We follow our framework for preparation to design and implement the strategy using automated processes including testing, monitoring, and alerting. Following the Preparation Phase of the DR framework, we exercise the Recovery Phase frequently to provide assurances these processes operate as designed and measuring RPO and RTO to ensure these objectives are successfully met.

Develop Operations Plan

Timmons Group will develop a cloud operations plan for the new GIS environment. The operations plan will document operational roles and responsibilities, service level objectives, monitoring and alerting, incident response plan, scaling and resource management policies, security measures implemented, cost optimization, and change management processes.

Review System Architecture

Timmons Group intends to review system architecture design documents for the new AWS Cloud environment with MSWD to ensure system specifications will adequately meet documented technical requirements.

Build Cloud Infrastructure

Timmons Group will establish a new AWS Account under the Timmons Group main AWS account to provide separation for accurate billing each month. Within the dedicated AWS account Timmons Group will deploy AWS Virtual Private Cloud (VPC), networking and security services to support and protect the environments as well as isolate MSWD's development environment from production. The remaining steps of this stage will first be performed to deploy the development environment and once validated infrastructure for production will be deployed. Our team will provision EC2 instances to support the ArcGIS Enterprise deployment model chosen and the requirements defined in Discovery. Next our team will build the data and storage tier. The final step for infrastructure will be to implement the backup and disaster recovery plan; testing disaster recovery will happen post software installation and configuration.

Configure Software

ArcGIS Enterprise workflows and functionality are enabled by four software components. This configuration is the base ArcGIS Enterprise deployment. Each component performs critical functions that support the requirements of the ArcGIS Enterprise deployment. Components are individually installed and configured to function together. This base deployment is the foundation for the ArcGIS Enterprise implementation. Where possible, our team will leverage automation to configure the ArcGIS Enterprise components.

CONFIGURE ARCGIS PORTAL
At the heart of the new environment, ArcGIS Portal will be deployed in a base and distributed configuration. Our team will build the necessary ArcGIS Portal instance(s) required for the new environment. We will target the GIS platform 11.1.1 (or higher ".1 release," if desired by MSWD and recommend Esri LTS versions for production workloads) and follow the System Design Architecture artifact from the design phase that includes Esri's best practices to be followed in the implementation and configuration. Our team will follow Esri's best practices for secure ArcGIS Portal configuration as documented here: https://enterprise.arcgis.com/en/portal/latest/administer/windows/security-best-practices.htm

CONFIGURE ARCGIS SERVER
Our team will build the necessary ArcGIS Server Instances required for the AWS cloud environment. ArcGIS Server instances will be federated with Portal. With federated ArcGIS Servers, the portal's security store controls all access to the ArcGIS Server instance. This provides a convenient sign-on experience but also impacts how access and administration of the federated server(s) are controlled. Our team will follow Esri's best practices for secure ArcGIS Server configuration as documented here: https://enterprise.arcgis.com/en/server/latest/administer/windows/best-practices-for-configuring-a-secure-environment.htm

CONFIGURE ARCGIS DATA STORE
Our team will configure ArcGIS Data Store to support the base Enterprise deployment. Data stores can include relational data store, tile cache data store, graph data store and or object data store for the hosted GIS environment.

CONFIGURE ARCGIS WEB ADAPTOR
Our team will configure ArcGIS Web Adapter in accordance with the technical design to support the appropriate deployment scenario to provide the appropriate access and restrictions at the web tier for the GIS implementation.

DEVELOP ARCGIS ENTERPRISE ADMINISTRATOR GUIDE
Our team will develop documentation for ArcGIS Enterprise administration including user and role management.

DEVELOP USER GUIDE FOR ARCGIS ENTERPRISE
Our team will develop a user guide for ArcGIS Enterprise for GIS staff to connect and use the new ArcGIS Enterprise environment leveraging ArcPro and ArcGIS Portal for daily tasks.

Testing and Launch ArcGIS Enterprise Environment on AWS
TEST ENVIRONMENTS PER TEST PLAN
Our team will follow the test plan to review and validate the new ArcGIS Enterprise deployment is configured as designed. Our team will resolve any issues uncovered and retest until all issues are resolved and provide MSWD with documented test results.

DEPLOY AWS ENVIRONMENT AS PRODUCTION ENVIRONMENT
In this stage, the new ArcGIS Enterprise environment will be deployed and released to users and GIS staff for production use. Since MSWD doesn't currently have an existing ArcGIS Server or Enterprise environment the sequencing and timing of this event should be flexible though does need to be completed before the UN migration and Cityworks implementation can be finalized in the following project components.

Project Component 2: Import Existing Data and Ensure Readiness

System Migration Discovery & Planning

Early in the project, we will hold holistic discovery and planning sessions to ensure that all the component projects will be implemented in a way, and on a schedule, that makes sense and reduces both downtime and any need for duplicative editing. This will ensure that data gets migrated efficiently and at the time that makes the most sense so the new AGE, UN, and Cityworks are functional. This task might result in changes to the overall and component schedules to ensure we meet MSWD's business needs.

Migrate LandBase Data

Timmons Group will migrate MSWD's Landbase and other non-utility layers to the new enterprise geodatabases in Dev and Prod. Timmons Group does not recommend migrating the utility data to the enterprise geodatabases prior to the UN implementation. This will merely result in their replacement during the next Project Component.

UN Data Readiness Assessment

Timmons Group usually includes a "UN Data Readiness Assessment" as an early phase of our UN migration projects. However, due to the lack of resourcing and current GIS management practices (mdb and shapefile), we recommend forgoing this phase for MSWD. We will deploy the UN without prior data cleaning which will result in an inability to build subnetworks (and therefore run certain kinds of traces), but data cleaning can be automated as part of our migration processes with FME. In addition, data corrections can be more efficient in ArcGIS Pro/the UN because the errors will be exposed by the UN's validation workflow. Once the data has been cleaned, post-implementation, subnetworks and tracing will be fully functional.

Data Clean-up

After the UN is deployed to Production, Timmons Group will provide GIS editors to clean the data within the UN so that subnetworks can be successfully built. This will require access to source documents like As-builts to ensure edits can be completed correctly. This task will be completed using a time & materials rate.

Project Component 3: Migrate Data into Esri Utility Network

GIS Discovery

Timmons Group will work with MSWD to review the current GIS data. This will include the GIS databases, .mdb files, shapefiles, and other GIS data sources necessary to support the current and future GIS. The goal is to ensure that Timmons Group, to the best extent possible, captures the current system configuration and dependencies of MSWD's GIS prior to finalizing the technical design and implementing a new GIS.

UN Data Model Design & Editing Tools

Data Model Design

Per MSWD's request, the data models provided by Esri's solution will be used. However, there are customizations that Timmons Group have already done to these "base" data models to increase compatibility with Cityworks. These customizations will be used to ensure the success of the Cityworks component of this project. Per Cityworks discovery sessions, additional fields will be added to the data models, as required by MSWD's business requirements (for example, adding a WarrantyDate field).

Editing Tools

Timmons Group will configure the UN databases and editing environment to ensure the highest possible data quality and to streamline editing workflows. Our team will configure Calculation and Validation Attribute Rules (AR) to ensure data quality; for example, Attribute Rules will generate the unique IDs that Cityworks requires. We will use a list of common rules and work with MSWD to ensure it meets business needs. Group editing templates will be configured per needs discussed during the workshops. This often involves items like hydrant and meter/service connection editing templates to streamline editing. These templates will be designed and documented at this stage but not built until the UN is deployed in the DEV environment. We recommend holding off on UN Diagrams until after the UN is in use and everyone at MSWD is comfortable with it.

UN Migration

Data Migration

Timmons Group will use Safe Software's FME product to migrate the data from the current data sources to the UN database from the previous phase. We will generate a Data Migration Matrix that show how each data source will be migrated to the UN data model, down to the field level (or domain values, as available).
The migration process can enhance and enrich the data mid-migration; for example, if a feature needs an attribute created based on a feature that it intersects, that can be created by the migration tool. We can also snap features together, within reasonable tolerances (e.g., hydrant to the end of a nearby lateral), and populate UN-specific data like subnetwork controllers. This is an iterative process; MSWD will have multiple chances to provide feedback both at the Migration Matrix stage and the actual data migration stage.

Migration to Dev Enterprise Environment

Following migration approval, Timmons Group will move the draft migrations from file geodatabase into the DEV enterprise geodatabases in MSWD's environment and enable global IDs, editor tracking, branch versioning, and replica tracking. The mxd files will be migrated to ArcGIS Pro and re-built as necessary for the UN data model.

Provide Documentation and Third-Party Software

Timmons Group will share the created FME Workbenches to migrate the data and an updated Data Migration Matrix with MSWD.

Systems Integration

Cityworks

Following the identification of the Asset Types for Cityworks, Timmons Group will publish a feature service from Dev for Cityworks' Development environment to use. This will use definition queries to provide the relevant features for each Cityworks Asset Type.

CUES GraniteNet

If needed, a Map Package will be created for offline use by GraniteNet.

UN Testing, Training, and Go-Live

Timmons Group Testing

Timmons Group will create a comprehensive testing plan that will:

- Identify team members and their roles and testing responsibilities
- Clearly delineate what is in-scope based on business needs

- Identify test criteria, environment, assumptions, and phases
- Create test scripts to ensure relevant functionality is addressed

Testing will be conducted on the DEV environment to ensure the UN data model and ArcGIS configurations are functional. We will also ensure the infrastructure is configured for good editing and viewing performance. Timmons Group will conduct system testing and functional testing prior to user acceptance testing (UAT) to ensure the system is ready for use. Changes to the data model, the data, the ArcGIS Pro configurations, or the test scripts are all possible. Once Timmons Group has passed the agreed-on test scripts, MSWD will receive training to prepare staff members to conduct their testing.

TRAINING

Once the migration is deployed to the DEV environment and tested by Timmons Group, we will provide four days of training: two days focused on office editing, one for field/mobile editors, and one day focused on administration. These focused training days align with the Workflow Guide documents that Timmons Group will provide. Following these trainings, the MSWD team will be empowered to use the Test Scripts to ensure full functionality of the implementation in the DEV environment so that the solution can be approved for Go-Live.

MSWD TESTING

MSWD will conduct testing following the test scripts that Timmons Group provided. It is possible that MSWD will have additional tests to perform, per IT requirements. Once MSWD passes the tests, Go-live approval should proceed.

UN GO-LIVE

Following successful UAT on DEV and with go-live nearing for Cityworks, an editing freeze will occur in the current production environment. The data will be extracted from the current production database and used in the final iteration of the migration tool. We will then load the UN data to the production environment, with configurations (e.g., attribute rules, editor tracking) applied. Feature services will be published and editing maps re-sourced to the production environment. Test scripts will be followed to ensure that functionality is still present and stable in this final environment. Integrations will be updated to ensure all functionality works as expected. This Go-Live process and regression testing is expected to take about a week. Timmons Group will work through the weekends to minimize downtime.

Project Component 4: Cityworks Implementation

Timmons Group has developed a phased and collaborative project approach that will provide the best overall solution to MSWD. (The methodology description is highly summarized to respect the required page limitations of our proposal). Our approach for each major Stage and Task is centered on four major program components:

- Project Management
- Core Software Configuration
- Department (Functional Group) Specific Implementations & replacement/integration of/to various existing/future systems
- Data analysis, reporting, and dashboards

Cityworks Asset Readiness

Cityworks Asset Hierarchy Design & Gap Analysis

In line with the work Timmons Group is completing as part of Project Component 3, Timmons Group will work with MSWD to establish an Asset Hierarchy for the new data model. Timmons Group will first host an overview of how assets are defined and used in Cityworks, then host one or more workshop(s) to review the defined assets and GIS with stakeholders. The outcome of these workshops are twofold: the Asset Hierarchy and the GIS Gap Analysis, which will serve as the backbone of the Cityworks implementation and should include all assets MSWD wishes to maintain in Cityworks, including vertical assets.

Task Group Deliverables

- Asset Hierarchy workshops, 4 hours total duration
- Asset Hierarchy spreadsheet (database design basics)
- GIS Gap Analysis & review meeting, 2 hours total duration

Cityworks Environment Preparation & Set-up

Cityworks Kick-off

Project team members and participating MSWD staff will participate in a Cityworks Phase Kick-off held to introduce project participants, establish roles and responsibilities of project participants, validate goals and objectives, establish the lines of communication for use throughout the project, and to answer any questions the staff may have. The kick-off meeting will include a Cityworks software demonstration.

CWOL Overview & Integrating Systems Discussion

We will meet with the Project core team to conduct a review of current and planned system architecture to address:

- Overview of Cityworks Online, including upgrades post Go-Live
- Review of Cityworks licensing
- Review mobile options for Field users, including devices and the current MDM solution in use
- A review of existing architecture and licensing per scoped system integrations.

Legacy Data/System Review

Timmons Group will host a walkthrough of a typical workflow completed by the agency in the current asset management system. The agency will share an existing workflow diagram (if existing), talk through the current business process and drivers, and demonstrate steps in the existing software system(s).

Stand Up Cityworks Online

Timmons Group will liaise with Trimble Cityworks to stand up Cityworks Online (CWOL) and set up an administrative account to begin the configuration process.

Core System Data Mapping

The implementation team will define core configuration data in Cityworks and meet with MSWD to review the data mapping spreadsheets. The Cityworks core data mapping forms a portion of the Cityworks System Design Document. With our implementation team's assistance, MSWD will provide data to populate portions of the software prior to the Configuration Workshops. Any information MSWD can deliver prior to the workshops will be used by the implementation team to design, configure and implement the initial Cityworks configuration. The Cityworks Core System Data consists of the following:

- Employees – A list of all employees with titles, email addresses, contact information, labor rates, rate types
- Materials – A list of materials/parts that are used by your organization to complete work
- Equipment – A list of vehicles and heavy equipment used by your organization to complete work
- Contractors – Details about contractors used for work activities.

- Customer Accounts – Details about customers used as a lookup for service request creation.
- System Codes – Priority, status, categories and other fields on service requests, work orders and inspections

Task Group Deliverables

- Project Kick-off presentation & meeting minutes
- CWOL Overview & Integrating Systems meeting
- Cityworks Online environment stood up
- Legacy Data/System review meeting
- Cityworks AMS Core System Data meeting
- Cityworks AMS Core System Data spreadsheet
- System Design Document draft for assets and core configuration data

Core System Implementation

Cityworks Configuration Sprints

The Timmons Group Project Manager will work with the MSWD Core Team to develop a scheduled cadence of the configuration to meet the requirements provided by the team.

- Configuration sprints will typically last three weeks
- Configuration sprints will include workshops to cover configuration workflows for each Functional Group that will cover discussion of asset categories, configuration of work order and inspection workflows, relevant interfaces, reports used, and data migration considerations.
- After configuration workshops, the MSWD Core Team completes any remaining areas in the worksheet not covered during workshops.
- Once returned, Timmons Group will use the worksheets to configure the system for the Functional Group.

Configuration sprints will culminate in a review meeting with the pertinent members of the Project team where MSWD will have the opportunity to provide feedback for any necessary remediation. Services for this task will include, but are not limited to:

- Work activity templates
- Work activity default roles and responsibilities where they exist
- Identification of data elements that are necessary to capture with any activity type
- Inventory (material) types and requirements as they exist in relation to work activity
- Equipment types and requirements as they exist in relation to work activity
- Existing datasets used or slated to be used in the proposed work activity processes
- Work activity printout forms or print templates where necessary
- Reporting or data tracking needs or requirements as they relate to work activity processes
- Identification of any touchpoint for integrated software(s) as they relate to Cityworks work activities

Report & Dashboard Development

During discovery workshops and review meetings with each Functional Group, we will identify the reports and dashboards that are critical to MSWD's operations and leverage existing reports when it makes sense or create new reports and dashboards as necessary. This process of report and dashboard development will include the following:

- Catalog required reports/dashboards – The implementation team will first host a Prioritization Workshop, then work with Functional Groups to identify and catalog any existing reports that are required for continued use with Cityworks. The team will also work to identify any new reports/dashboards that Functional Groups determine helpful or necessary for their asset management needs.
- Create identified reports and dashboards – The implementation team will develop reports and dashboards and test them against the development Cityworks environment. Dashboards may be built in a variety of reporting tools, from data visualization software to dashboards in Cityworks.
- Review and remediation of reports being developed – The implementation team will meet with Functional Groups to review developed reports and make any adjustments or alterations to those files as necessary.

System Design Document

Once all required information regarding the current work order management, service request, and inspection processes are collected and organized, our implementation team will work together to analyze and document the configuration in the System Design Document. This document serves as a reference of configuration decisions, reports, business processes and other information compiled during the implementation effort.

Task Group Deliverables

- Workflow Diagrams (To-Be)
- Configuration Worksheet
- System Design Document updates to include business requirements and business processes
- Report /Dashboard Catalog
- Development of Reports/Dashboards
- Modification and QC of Reports/Dashboards

Cityworks System Integrations

Enterprise Integrations Overview

The concept of the enterprise system is to create interface points for solutions to share appropriate information with other software systems. Our team has extensive experience both configuring software and systems leveraging Cityworks APIs that include Service Request, Work Order, Inspections and metrics, the Cityworks Software Development Kit (SDK), and existing interfaces or modules for numerous customer billing, SCADA, Financial, Fleet Management, Billing, AVL, UDF, leak detection, fuel, playground equipment, and other systems. For the integrations requested, firstly, MSWD has identified Esri ArcGIS to be integrated with Cityworks. Understand that due to the architecture of Cityworks the integration to Esri ArcGIS requires no effort, it is built into the solution proposed (Note: Cityworks leverages Esri ArcGIS for Active Directory integration; MSWD likely has the requisite licensing but may require Esri system architecture changes).

The integration with Granite.NET is identified in the response to questions posed by Cyient and released on January 8, 2024 as being unnecessary for this phase of the project. This integration is therefore an option to pursue after Go-Live of the Cityworks AMS implementation.

The second integration identified by MSWD is with DigAlert, Timmons Group will use a modified Agile methodology to write an integration between the integrating system and Cityworks. We find this methodology strikes the appropriate balance between developing an integration that is well designed, considers the best technology for achieving the implementation, and is fair regarding the level of effort to both our clients and to ourselves. For each custom integration (DigAlert), the project team will work to:

1) Define the functional requirements of the integration
2) Build the proposed workflows, business rules and identify the system of action and ownership (record) for each task identified by the workflow design
3) Understand the level of effort required to build the integration
4) Understand the level of effort required to configure Cityworks PLL to successfully use/perform the integration

Integration Workshops

Our team will kick off the integration effort by hosting a discovery & design workshop. The goal is to meet with Functional Group(s) and verify critical information relevant to how the integration should work to best meet user business needs. Discussion during workshops will include:

- Integration workflows
- Frequency of updates from integrating system
- Functional requirements of integration in the form of User Stories
- API call limitations
- Location of integration console application

Integration Requirements Refinement and Generation of Acceptance Criteria

The Timmons Group Solutions Architect and development team will compile the final requirements of the integration. The Timmons Group Solutions Architect will work with MSWD to define acceptance criteria for each requirement. These requirements will include which data will pass between systems, how frequently data updates will occur, and the methodology by which data will be transmitted.

Final Integration Design Document

Timmons Group will develop a final document during this task, the Integration Design Document. This document includes:

1) Functional & technical requirements for the integration, including:
   a. Integration direction (1-way or 2-way), frequency, and triggers
   b. Final location of integration code or application
   c. Methodology/APIs used
   d. Error logging practices

2) Out-of-Scope items
3) Assumptions
4) Questions & Responses

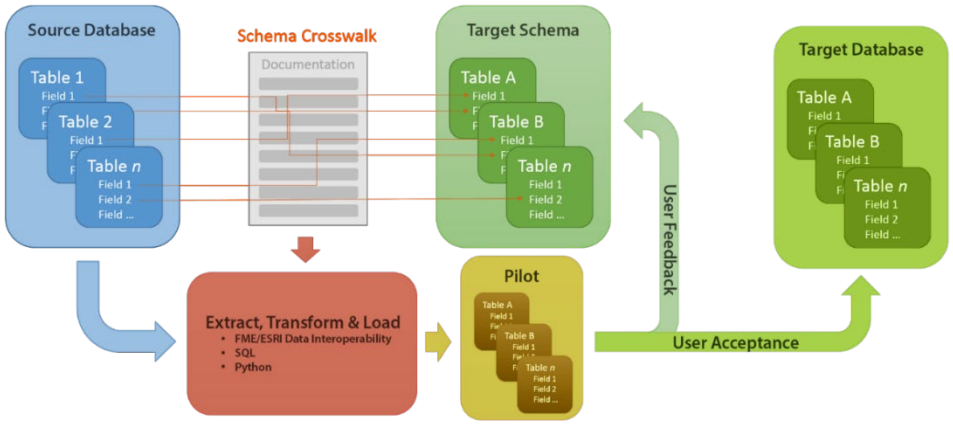
Integration User Acceptance Testing & Test Scripts
The user acceptance testing phase of the implementation project will offer staff the opportunity to review the integration and complete end-to-end testing. Timmons Group will identify the necessary steps to complete end-to-end testing, and staff will complete and confirm testing results. Feedback will be incorporated into a revision process that will guide modifications to the scripts and processes that initially drove the integration. Feedback will be submitted using the same methodology as the overall project UAT, and the integration testing acceptance will be folded into User Acceptance Testing sign-off.

Integration Deployment
On completion of the testing process and acceptance by MSWD, the project team will prepare for final cutover, which will coincide with the release of the new systems on the Go-Live date. Timmons Group will deploy the integration in the Production environment.

Task Group Deliverables
- Integration Requirements documentation
- Integration testing and acceptance by MSWD

Cityworks Data Migrations
Data Migration/Conversion
One of the key objectives of MSWD is to migrate any desired legacy data to Cityworks from various systems. Inherent to that process is establishing a strategy to deal with the data that is being managed in what will become a legacy system. This task specifically addresses the datasets and systems that are slated for conversion into the proposed Cityworks solution. While the legacy datasets and systems targeted for conversion (ManagerPlus, Nobel Geoviewer) will span multiple database schemas, database versions and even database formats, the fundamental approach to successfully migrating data from one system to the other is, in fact, the same.

Migration Workshops
The implementation team will work together to understand the data migration requirements. A series of discovery workshop meetings will be held to review current systems and their data schemas, as well as the review of requirements for the data migration effort. It will need to be understood by all team members what data needs to be moved from the legacy system to the Cityworks environment. MSWD should be prepared to determine what the state of the legacy system will be moving forward: understanding the accessibility of legacy systems may have an impact on what data is required to be migrated to the new Cityworks system. The team will also need to discuss and determine what defines 'success criteria' for the data migration. After reviewing and understanding the nature of the data in the existing system as well as the requirements for data to be moved to the Cityworks system, an agreed on percentage of records migrated is necessary. Timmons Group will document the outcomes of these discovery workshop meetings.



Script Development
The project team will develop a series of processes to facilitate the actual migration of the source system data into Cityworks. Depending on the complexity and volume of the source data, the process may be a mix of manual and a scripted solution but will be established in a manner to ensure repeatability. The scripted solutions will be tailored to each specific data conversion effort and may range from native SQL Server scripts to third party migration tools but will ultimately follow a pattern referred to as extract, transform and load (ETL). The ETL process will be designed as a one-time process that will result in data migrated into a development Cityworks database.

DATA MIGRATION SPRINTS

Once the scripts are developed, the project team will test the converted data. This process is designed so that after the first data migration sprint (Draft) a review meeting will be held to note any issues or errors, make necessary adjustments to the scripts, and then repeat the process. A summary of the migration sprints will be provided to the client as well. This will be an opportunity to review the results versus the previously defined success criteria threshold.

DATA MIGRATION USER ACCEPTANCE TESTING

The user acceptance testing phase of the implementation project will offer staff the opportunity to review the migration data within the context of the proposed Cityworks system in contrast with the information contained in the source systems. The acceptance testing places more emphasis on the front-end testing, wherein users will interact with, interrogate and visualize data through the Cityworks interface. Feedback will be incorporated into a revision process that will guide modifications to the scripts and processes that initially drove the conversion. On completion of the testing process and acceptance by MSWD, the project team will prepare for the production conversion, which will coincide with the release of the proposed system and the retirement of the legacy solutions.

Task Group Deliverables

- Data Mapping Crosswalk
- Migration Run Summary
- Migration Acceptance

Cityworks User Acceptance Testing

DEVELOP TESTING AND ACCEPTANCE PLAN AND TEST CASES

The implementation team will work with MSWD to develop and administer a Testing and Acceptance Plan that addresses User Acceptance Testing (UAT). The Testing and Acceptance Plan will address how MSWD will test Cityworks software functionality and database configuration, including testing across the Cityworks platform (Respond and Mobile app) and tracking configuration defects for remediation. Data conversion and integration efforts will include their own discrete testing period. Timmons Group implementation team will also develop a series of testing scripts to guide testing users through the testing workflows. These scripts provide structure for testing users to follow during the execution of User Acceptance Testing. On completion of development of the Testing and Acceptance Plan, the Team shall submit said plan to MSWD for review and approval.

ACCEPTANCE TESTING

Prior to Go-Live there will be an acceptance testing period. During this period MSWD will test the Cityworks implementation to identify and resolve issues. The Testing and Acceptance Plan will frame and guide staff through the testing process, and users will follow the Test Cases to determine testing outcomes. User Acceptance Testing is kicked off by Tester Training, wherein Timmons Group implementation staff will host remote web meetings to train testers on the key components of the software. These training sessions are focused on the functions specific to testing. Timmons Group instructors will also provide support during the UAT period for users as needed. Users will follow the process outlined in the Testing and Acceptance Plan to submit defects to Timmons Group for remediation. At the end of the acceptance testing period, the client Project Manager will sign off on User Acceptance Testing to formally move the project into the Training phase.

Task Group Deliverables

- Testing and Acceptance Plan
- Testing scripts
- Tester Training
- Defect handling results and remediation.
- UAT Sign-Off

Training

TRAINING OVERVIEW

During each onsite meeting (e.g., kick-off, workshops, configuration review) our implementation team will consistently expose MSWD staff to Cityworks and basic workflows within the software. By the time the implementation project has reached Training, the focus of the task is system-wide adoption of the product and many staff will already be familiar with the Cityworks software.

TRAINING PLAN & PREPARATION

Our implementation team, in conjunction with the MSWD Project Manager and key stakeholders, will devise a training plan specific to your environment. Training is across the Cityworks platform as necessary per workflows/roles. The approach to developing this plan is detailed below. The training plan will include:

- Product training curriculum descriptions and instructors
- Training Materials
- Client responsibilities
- Schedule

This training plan will be used as a guide but may be modified when necessary to support the goals and techniques of staff resources. Additionally, Timmons Group technical staff will develop documentation and prepare the Cityworks environment for training.

CITYWORKS ONSITE TRAINING

Cityworks training is modular. Students attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. MSWD will identify who will be trained based on the criteria and needs that will have been identified during configuration workshops.

Task Group Deliverables

- Training Plan and Training Documentation
- Conduct Administrator Training
- Conduct End-user Training, classes per Training Plan

Cityworks Go-Live

CUTOVER, GO-LIVE, AND FINAL ACCEPTANCE OVERVIEW

The period between the end of Training and Go-Live Day is called Cutover. This period, typically over a weekend, follows a strict timeline to take MSWD live in Cityworks as quickly as possible after users have completed training. Preparation for Cutover begins prior to User Acceptance Testing to allow ample time to prepare the environment.

GO-LIVE CHECKLIST

Timmons Group will prepare a Go-Live Checklist to guide all key members of the project implementation team through the Cutover process. The Go-Live Checklist is a detailed task plan, including resource assignments, to support moving the Cityworks software from test to production environments over the course of the scheduled Cutover period.

GO-LIVE

Per the Go-Live Checklist, the implementation team will execute the tasks during the cutover period to take the production environment to “Live” status. Timmons Group will provide on-call or onsite Go-Live Support during the first days of Go-Live.

SYSTEM DEPLOYMENT SUPPORT & FINAL ACCEPTANCE

Timmons Group will provide support for the period between Go-Live and Final Acceptance while users begin adopting and the system stabilizes. Timmons Group will tie up loose ends, correct any new issues found, assist users in troubleshooting, host ad-hoc web meetings to aid users who need additional help after training, and guide Cityworks Administrators through the first steps administering the system.

FINAL ACCEPTANCE

Targeted around thirty days Post Go-Live, the system should be stable enough for Final Acceptance. Timmons Group will begin the transition to our Customer Success Manager, step through project closeout tasks, and host the final project meetings. MSWD will sign off on Final Acceptance.

Task Group Deliverables

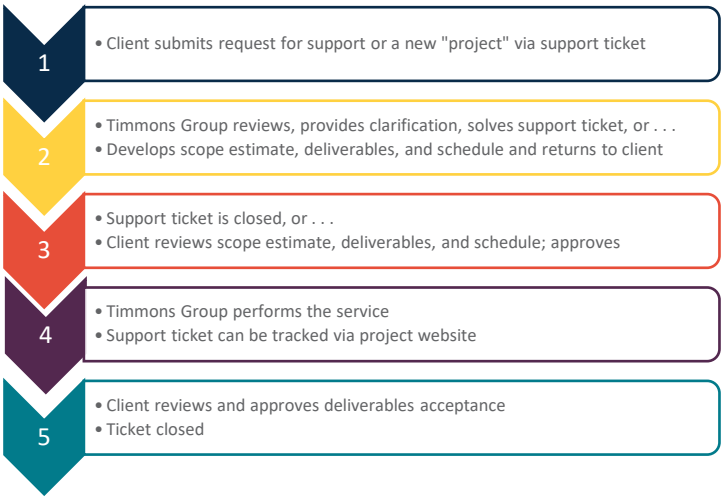
- Go-Live Checklist
- On-call or Onsite Go-Live Support
- Final Acceptance Sign-Off
- Support transition meeting between project manager, support manager, and client representatives

Optional Post Go-Live

OPTIONAL POST GO-LIVE SUPPORT

Once Project Closeout is complete, our team will optionally provide 40 hours of ad-hoc support to address any configuration, implementation, or software installation opportunities that may arise. The client will have one year to use the optional remote support by department or functional group for the services provided. The contract can be renewed on an

annual basis and additional hours can be added. Time will be billed on a not-to-exceed, time and materials basis. Any required travel will be billed at cost. Unique amongst Cityworks business partners, Timmons Group has a formalized Client Support program led by a dedicated Client Support Manager. Our Client Support Manager is singularly focused on ensuring our clients are capitalizing on their investment in Cityworks. The CSM will maintain regular communication with you to ensure the software and any customizations are functioning properly and your goals are being met. Once the implementation is complete, the Client Support Manager will become your primary point of contact for any support tasks that will arise. Key team members involved in implementation will also be involved ensuring the institutional knowledge gained during the implementation remains on board.



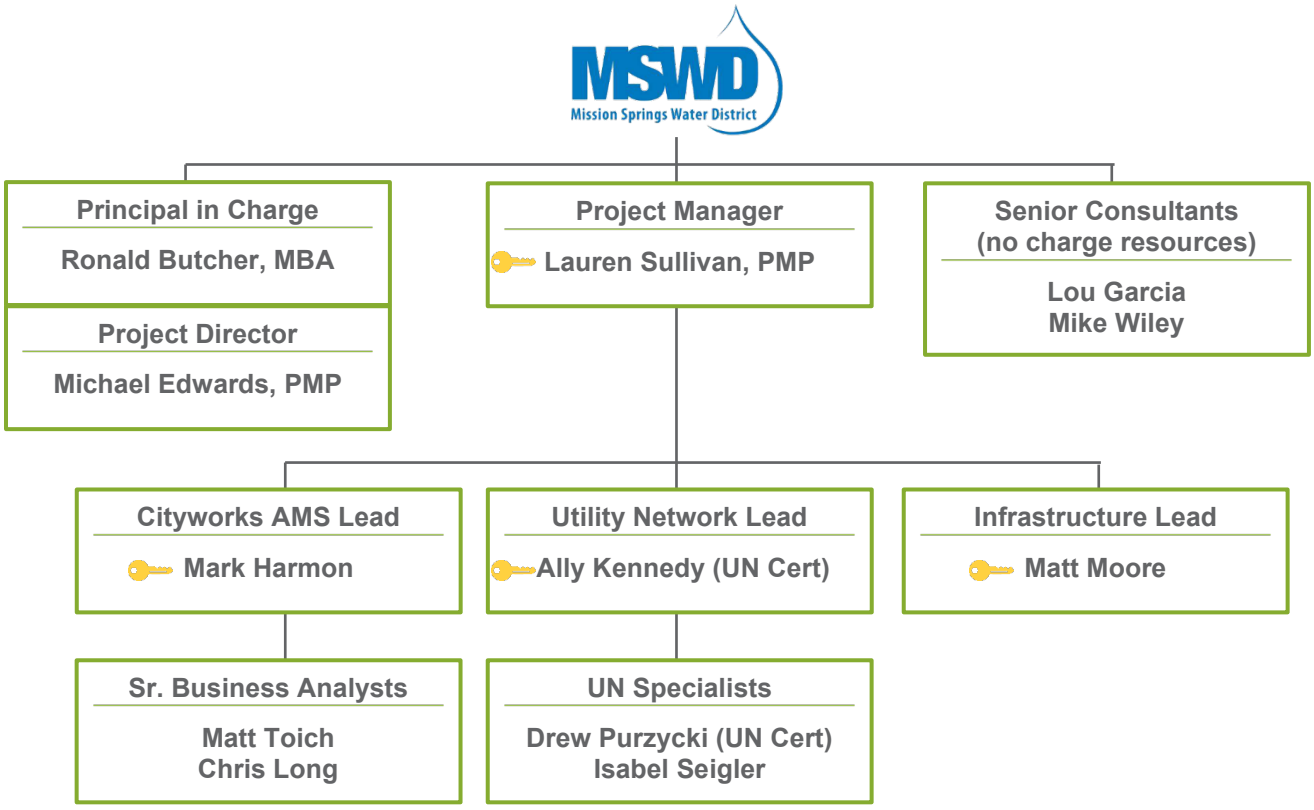
Component 4 Assumptions

- MSWD will review and comment on all documentation, plans, and requirements within 10 business days or a mutually agreed on timeframe.
- MSWD will provide data as identified in the Gap Analysis Document and Asset Hierarchy spreadsheets.
- MSWD will provide Timmons Group with a copy of the Cityworks AMS & CWOL Software license agreement
- MSWD will be present and participate in all meetings
- MSWD will provide any necessary documentation for current (As-is) business processes, including standard operating procedures, work forms, and/or reports where they exist
- MSWD will have necessary report/dashboard software licensing acquired for report file development and will give Timmons Group sufficient access to that software
- MSWD will prepare a map service for each Functional Group within the new GIS environment to support the Cityworks configuration prior to each sprint
- MSWD will identify and communicate to Timmons Group the detailed acceptance criteria for each functional requirement.
- MSWD will have necessary personnel available to review the integration during user acceptance testing
- Timmons Group will only integrate systems with Cityworks insofar as possible via Cityworks APIs. MSWD is responsible for obtaining licensing for APIs and modules used.
- MSWD will provide all necessary access to any system involved in the data migration process
- MSWD will have necessary personnel available to review data migration during user acceptance testing
- Timmons Group will not be performing data generation or data cleanup.
- MSWD is responsible for all testing of core system configuration according to the Testing Plan
- MSWD is responsible for identifying User Acceptance Testers and assigning associated testing scripts
- Class sizes will be limited to 15 students.
- MSWD will sign off on Final Acceptance on completion of services rendered

Project Component 5: Staff Augmentation

MSWD is also seeking staff augmentation services to maximize its investment in GIS technology and expand its usefulness. The vision from the RFP was that these services, since they were to be ad-hoc, would be based on hourly rates. Timmons Group has provided hourly rates for staff that could be leveraged through this type of engagement. We also wanted to make MSWD aware that we provide these types of services on a fixed-fee basis. We typically, use hourly consulting for emergency requests and we use short task-orders tasks that are desired to be on a fixed-fee basis. We will leave both options available to MSWD.

ORGANIZATION



STAFFING – MSWD SKILLS DESIRED/REQUIRED:

Staff	Enterprise GIS	Enterprise Asset Management	Cloud Services	ArcGIS Utility Netwprk	Data Conversion	Cityworks AMS	Cityworks Online (CWOL)	Granite.Net integrations	811 system integrations	Client long-term support	Staff Augmentation
Ronald Butcher	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Michael Edwards	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lauren Sullivan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lou Garcia	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mike Wiley	✓		✓	✓	✓					✓	✓
Mark Harmon	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ally Kennedy	✓		✓	✓	✓	✓				✓	✓

Staff	Enterprise GIS	Enterprise Asset Management	Cloud Services	ArcGIS Utility Netwprk	Data Conversion	Cityworks AMS	Cityworks Online (CWOL)	Granite.Net integrations	811 system integrations	Client long-term support	Staff Augmentation
Matt Moore	✓	✓	✓	✓	✓	✓	✓			✓	✓
Matt Toich	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Chris Long	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Drew Purzycki	✓		✓	✓	✓	✓				✓	✓
Isabel Seigler	✓		✓	✓	✓	✓				✓	✓
Greg Stephenson	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

CONSULTANT INFORMATION

CONTACT PERSON INFORMATION

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608 Preston Avenue
Suite 200
Charlottesville, VA 22902
434.295.5624

Raleigh, NC
5410 Trinity Road
Suite 112
Raleigh, NC 27607
434.295.5624

TYPE OF ORGANIZATIONAL ENTITY

Timmons Group is a C Corporation.

LITIGATION, MEDIATION, ARBITRATION, AND BANKRUPTCY

Litigation History

Timmons Group is known by its peers and clients as a fair and ethical firm, and this is exemplified in our daily business activities. Fulfilling our professional and financial obligations is a priority. We acknowledge that within the last five years Timmons Group has no judgments or outstanding litigations.

Mediation

Timmons Group has no Mediation.

Arbitration

Timmons Group has no Arbitration.

Bankruptcy

Timmons Group has not filed for bankruptcy in the past 5 years.

CONSULTANT PERSONNEL

PROFESSIONAL TEAM

Senior Consultant and Contact – Lou Garcia | 443.904.3897 | Louis.Garcia@timmons.com

Project Manager – Lauren Sullivan | 858.254.3873 | Lauren.Sullivan@timmons.com

Principal in Charge – Ronald Butcher | 804.200.6971 | Ron.Butcher@timmons.com

Senior Consultant – Mike Wiley | 917.848.6504 | Mike.Wiley@timmons.com

RESUMES

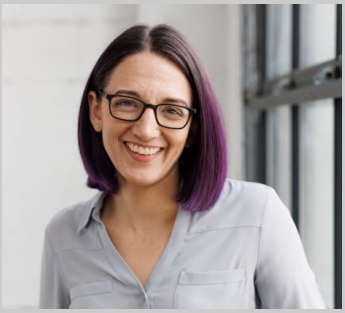
Lauren Sullivan, PMP

Project Manager

Lauren is currently a Senior Project Manager for Timmons Group. She has over a decade of experience with all facets of software integration services and enterprise system design with diverse clientele across government agencies and private industry. She specializes in aligning technologies with client needs to facilitate a smooth transition to new solutions. Her career roots in GIS systems and business process analysis allow her to effectively manage implementation teams. Her background also includes GIS-related development, geospatial product management, and asset management for utilities.

SELECT PROJECT EXPERIENCE

- Utility Network Migration, EPCOR, AZ
- Cityworks Roadmap, Rogers Water Utilities, AR
- Cityworks AMS PLL Implementation and Upgrade, Township of Upper St Clair, PA
- Cityworks AMS/PLL Implementation, City of Morro Bay, CA
- Asset Management Roadmap, City of Yakima, WA
- AMS/PLL Cityworks Implementation, Upper St Clair, PA
- GIS & Cityworks Upgrade, Skagit Public Utility District, WA
- Cityworks Assessment/Gap Analysis, Otay Water District, CA
- Cityworks AMS Implementation, Napa Sanitation District, CA
- Cityworks PLL Implementation & Citizen Engagement System Integration, City of Escondido, CA
- Cityworks AMS Implementation, City of Bellingham, WA
- Cityworks AMS Implementation, Sammamish Plateau Water & Sewer District, WA
- Cityworks PLL Implementation, City of Edmond, OK
- Cityworks Implementation, City of Bonney Lake, WA
- Cityworks Asset Reading Custom, City of Bonney Lake, WA
- Support Maintenance, City of Sammamish, WA
- Cityworks AMS Parks Implementation, City of Renton, WA
- Cityworks AMS Jumpstart, City of Yelm, WA
- Cityworks AMS, Washington County, OR
- Cityworks Implementation, Green Valley Water, AZ
- Cityworks AMS, City of Elk Grove, CA
- Cityworks Interface, San Diego County, CA
- Cityworks AMS, City of Everett, WA
- AMS Implementation, City of Centennial, CO
- PLL Implementation, City of Burien, WA
- AMS Implementation, City of Antioch, CA
- Cityworks AMS, City of Salem, OR
- AMS Implementation, Cosumnes Community Services District, CA
- Consulting Services, City of SeaTac, WA
- Cityworks AMS Implementation, Midpeninsula Regional Open Space District, Los Altos, CA
- Cityworks AMS Implementation, Lake Stevens Sewer District, WA
- GIS Process Rationalization, King County, WA
- AMS Jump Start, Carpinteria Valley Water District, CA
- Cityworks PLL Implementation, City of Auburn, AL
- Cityworks AMS Jump Start, Las Gallinas Valley Sanitary District, CA



EDUCATION
Bachelor of Arts, Geography/Environmental Studies, UCLA

EXPERIENCE
12 Years

CERTIFICATIONS
Project Management Professional Certificate (PMP)

Mark Harmon

AMS Lead

Mark offers considerable experience in Cityworks consulting and enterprise system design gained through work with water utilities, State and local governments and private industry. His capabilities include: GIS systems planning and design, specification design and development, project implementation coordination, GIS training and end user support. Mark will support your efforts by ensuring our utility geodatabase design and development efforts are compatible with your existing GIS/IT architecture.

SELECT PROJECT EXPERIENCE

- Cityworks Business Process Workflows/Consulting, Indio Water, CA
- Cityworks Enterprise Asset Management System Implementation, Alpharetta, GA
- Cityworks AMS Implementation, Otay Water District, CA
- Cityworks AMS Implementation, Harrisonburg, VA
- Cityworks AMS Implementation, Madison, WI
- Cityworks Enterprise Asset Management System Implementation, Skagit County Public Utilities District, WA
- Cityworks AMS Implementation, American States Utility Services, NC
- Cityworks PLL & AMS Implementation, Winston-Salem, NC
- Cityworks Workorder Management System Implementation, MetroConnects, SC
- Cityworks Enterprise Asset Management System Master Planning, Richmond, VA
- Cityworks AMS and PLL Implementation, Fayetteville, NC
- Cityworks AMS Implementation, Weston, FL
- Cityworks AMS Implementation, Albemarle County Service Authority, VA
- Cityworks Asset Management System Implementation, Garland, TX
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks AMS Implementation, Henderson Water Utility, KY
- Fire Hydrant Inspection Program, Richmond, VA
- Cityworks Enterprise Asset Management System Implementation, Grey Forest Utilities, TX
- Cityworks AMS Implementation, Sammamish, WA
- Cityworks AMS Implementation, Douglasville-Douglas County Water and Sewer Authority, GA
- Cityworks AMS Implementation, Fayetteville, NC
- Cityworks Upgrade, Skagit County Public Utility District, WA
- Cityworks AMS Implementation, City of Bellingham, WA
- Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA
- Cityworks AMS Implementation, North Miami Beach, FL
- Cityworks AMS Implementation, Naperville, IL
- Cityworks AMS/Cayenta Integration Implementation Approach, Macon Water Authority, GA
- Cityworks AMS Implementation for Sewer, Auburn, AL
- Cityworks AMS Implementation, Goochland County, VA
- Cityworks AMS Implementation, Grand Rapids, MN
- Cityworks AMS Utilities, Petersburg, VA
- CW Asset Reading Customization, Bonney Lake, WA
- Cityworks AMS Public Works, Auburn, AL
- Cityworks AMS Upgrade, Winston-Salem, NC



EDUCATION
Bachelor of Science, Geographic Science, James Madison University, 2003

EXPERIENCE
19 Years

Ally Kennedy

Utility Network Lead

Ally is a highly skilled GIS Analyst with expertise in various aspects of geospatial data management and analysis. With a focus on Esri's Utility Network, she has successfully led and managed multiple projects, providing valuable insights and technical guidance to clients. Ally is certified as an FME Professional and ArcGIS Desktop-certified, demonstrating her proficiency in industry-standard tools and technologies. In addition to her technical expertise, Ally is adept at managing teams and overseeing GIS professionals. She has effectively coordinated with subconsultants, facilitated discovery workshops, and provided training to clients on using and managing the Utility Network. Overall, Ally's comprehensive skillset, leadership abilities, and extensive project experience make her valuable in delivering successful GIS solutions and driving digital transformation.

KEY EXPERTISE

- ✓ Leads Timmons Group's Utility Network projects – **ArcGIS Utility Network Certified**
- ✓ **Certified FME Professional**
- ✓ Manages and consults on numerous utility mapping, addressing, Next Generation 911, and tax parcel mapping projects
- ✓ Writes Arcade script to configure Attribute Rules and pop-ups
- ✓ Manages multiple GIS professionals
- ✓ Oversees local government data maintenance projects

SELECT PROJECT EXPERIENCE

- Utility Network Migration Plan, EPCOR, Phoenix, AZ.
- ArcGIS Pro & Utility Network Implementation, EPCOR, Phoenix, AZ.
- Utility Network Implementation and Cityworks AMS Reconfiguration, Indio Water Authority, Indio, Riverside, CA.
- Schema Consolidation and Utility Network Migration Planning, Anchorage Water and Wastewater Utility (AWWU), Anchorage, AK.
- Cityworks Services and Utility Network Implementation, Rogers Water Utilities, Rogers, AR.
- Cityworks & GIS Implementation, Alderwood Water and Wastewater District (AWWD), Snohomish County, WA.
- Utility Network Data Migration, Pennichuck Water Works (PWW), NH.
- Utility Network Migration Preparation, St. Johns County (SJC), FL.
- Utility Network Migration Services, City of Lynchburg, VA.
- Utility Network Data Readiness and Migration Strategic Plan, Orange Water and Sewer Authority (OWASA), Carrboro, NC.
- Utility Network Implementation, Walt Disney Parks and Resorts US, Disneyland, CA.
- Utility Network Migration, Salt Lake City, UT.



EDUCATION
BA, Biology with Minor in Spanish, University of North Carolina, 2015

EXPERIENCE
8 Years

TECHNICAL SKILLS
ArcGIS Desktop
ArcGIS Pro
ArcGIS Online
ArcPy
Portal for ArcGIS
FME Desktop & Server
ArcGIS Utility Network
ArcGIS Data Reviewer

CERTIFICATIONS
Certified ArcGIS Desktop Associate

Esri ArcGIS Utility Network Certified

FME Certified Professional

Matt Moore

Infrastructure Lead

Matt performs tasks related to systems management/administration, web administration, database administration and development, and applications development. Matt has worked on many systems architecture design, development, and implementation projects for federal, state, and local governments throughout the US. He is well versed in implementing Enterprise systems and has worked on projects using both custom and COTS applications.

KEY EXPERTISE

- ✓ Consults clients on managed services and cloud service offerings
- ✓ Consults on numerous custom application development projects
- ✓ Delivers consulting services via project discoveries and needs assessments
- ✓ Provides GIS industry best practices for local, state, and federal governments, and NGOs.
- ✓ Provides consulting and recommendations on using technology to solve business process / workflow challenges
- ✓ Plans and manages integration of GIS with other information technology systems
- ✓ Implements technical solutions and designs for enterprise GIS systems
- ✓ Deploys and manages server infrastructure in Cloud environments
- ✓ Develops scripts as needed to automate GIS workflows
- ✓ Manages Relational Database Management Systems (SQL Server/Postgres/PaaS offerings)
- ✓ Manages Active Directory as needed for Cloud environments
- ✓ Builds and manages web servers in Apache and Microsoft IIS

SELECT PROJECT EXPERIENCE

- Schema Consolidation and Utility Network Migration Planning, Anchorage Water and Wastewater Utility (AWWU), Anchorage, AK
- Utility Network Migration Plan, EPCOR, Phoenix, AZ.
- ArcGIS Pro & UN Implementation, EPCOR, Phoenix, AZ
- Utility Network Implementation and Cityworks AMS Reconfiguration, Indio Water Authority, Riverside, CA
- Cityworks Services and Utility Network Implementation, Rogers Water Utilities, Rogers, AR
- Utility Network Data Readiness and Migration Strategic Plan, Orange Water and Sewer Authority (OWASA), Carrboro, NC
- ArcGIS Enterprise and Configuration, City of Minot, ND
- ArcGIS Enterprise Migration, Pennsylvania Game Commission (PGC), Harrisburg, PA
- UN Migration Plan, AWWU, Anchorage, AK
- GIS Managed Services and Cloud Migration, Philadelphia Gas Works (PGW), Philadelphia, PA
- Enterprise GIS Implementation and Data Management, Caltrans, Sacramento, CA
- Cityworks AMS Implementation, Napa Sanitation, Napa County, CA
- Cityworks Roadmap, City of Danville, Danville, VA



EDUCATION
Bachelor of Science, Geography, Information Technology focus, Old Dominion University, 2004

EXPERIENCE
20 Years

TECHNICAL SKILLS
Esri Enterprise System Design, AWS Services, ArcGIS Online, Python, SQL Server / Oracle, IIS 10x, 8.x, 7.x, 6.x, Apache Tomcat 2.2, 2.4, PHP, HTML, JSON, SSL & PKI Deployment, Adobe Flex Builder, XML, Action Script, Deployment of .NET and JavaScript web applications

CERTIFICATIONS
AWS Certified Cloud Practitioner
Esri Certified Enterprise System Design Associate
Esri Enterprise Geodata Management Professional

QUALIFICATIONS, EXPERIENCE, AND REFERENCES

REFERENCES

Indio Water Authority (IWA) | Utility Network Implementation and Cityworks AMS Reconfiguration

Contact: Christian Hernandez | 760.391.4038 | cchernandez@indio.org

Project Dates: April 2022 – September 2023

IWA selected Timmons Group for the migration of its Water Distribution geodatabase from Geometric Network to the Esri Utility Network model. Moving to the Utility Network platform positioned IWA to effectively manage its water distribution assets into the future. In addition, we were tasked with reconfiguring IWA's Cityworks AMS solution to use Utility Network, including modifying Cityworks business processes to further create a more effective and efficient workflow.

This project also included the evaluation and update of automation scripts to ensure the continued integration of several other software solutions. This included integration to My Geo Tab, Navaline (Customer Billing), ELM, and Dig Alert, as well as scripts to automate update of an ArcGIS Online Dashboard. The Cityworks installation was also upgraded to the most recent version and updated to ensure Cityworks database, customizations, and workflows that were identified as potentially impacted by the migration to the Utility Network data model remained functional.

Pennichuck Water Works (PWW) | Utility Network Data Migration and Cityworks AMS Implementation

Contact: Dawn Lavacchia | 603.913.2342 | dawn.lavacchia@pennichuck.com

Project Dates: January 2020 - Ongoing

PWW was established in 1852 and serves the City of Nashua, NH and 10 surrounding municipalities. PWW serves more than 33,000 customers in more than 30 communities and has more than 100 employees. PWW was using Oracle Work Order and Asset Management to maintain their asset records. Timmons Group implemented Cityworks AMS (Cityworks), which includes Cityworks AMS (Office and Tablet), Mobile Native Apps, Respond, and Storeroom.

Timmons Group was selected to migrate PWW's water network data from Esri's Geometric Network data model into the new Utility Network data model to enable new data management and analysis capabilities and keep its Esri implementation current. The Utility Network implementation must support existing business workflows and applications, including work tracking with Cityworks CMMS and reading customer information from Munis.

Timmons Group designed integrations to several third-party applications, including Wex (fuel/mileage readings), Macola (inventory), and Munis (customer accounts). We are providing full implementation services, including configuration, user acceptance testing, training, and post go-live support.

Rogers Water Utilities | Cityworks Roadmap, PLL, and Utility Network Implementation

Contact: Brian Sartain | 479.640.8970 | BrianSartain@rwu.org

Project Dates: September 2021 – Ongoing

Timmons Group worked with Rogers Water to implement Cityworks AMS & PLL. As a first Phase of the project, a plan was needed that would result in a short/long-term strategic plan for the implementation as it affected system architecture as well as a multitude of other existing City systems and planned software purchases. Timmons Group developed a strategic RoadMap based around maintenance work management, asset management, and community development activities. During the development of this strategic plan, our team reviewed the existing GIS, and Rogers Water decided to rebuild its GIS data model on the new Esri Utility Network data model. Part of this included the migration of legacy data into the new utility network data model. Subsequent phases of the project are ongoing, including the deployment of the enterprise GIS and the implementation of Cityworks AMS & PLL, the integration of several third-party applications to streamline business processes, and development of public facing applications for enhanced customer service.

EXPERIENCE

Timmons Group has worked with hundreds of municipalities and utility authorities across the US. Projects have included strategic planning, Cityworks implementations, Utility Network implementations, cloud services, Esri solution configuration, and custom application development. The map below shows a subset of our municipal/utility clients, and the purple dots represent Utility Network clients.

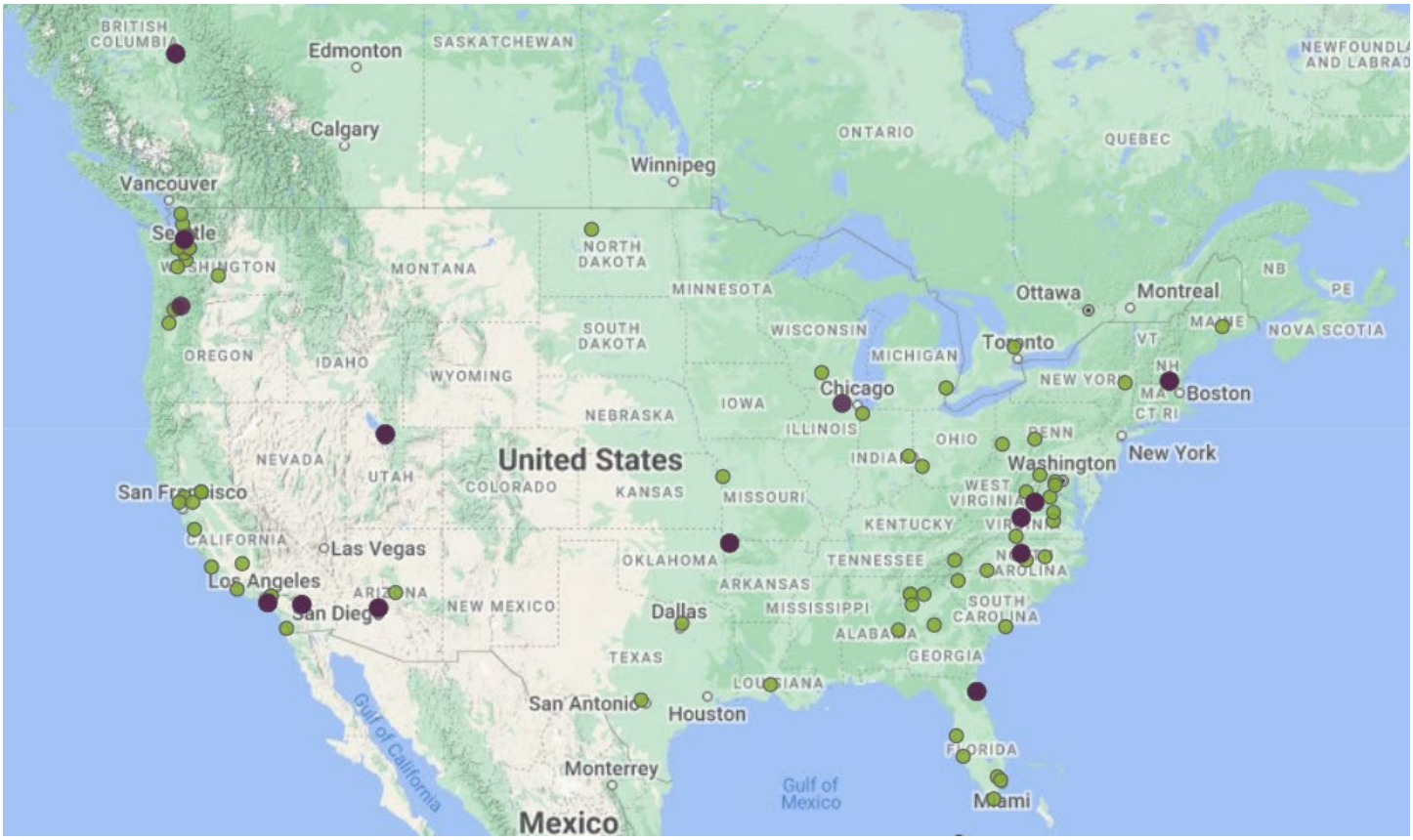


Figure 1: Timmons Group has worked with numerous Municipal Utility Clients (green) and performed multiple Utility Network Projects (purple) across North America.



1 Garland, TX
2 Otay Water District, CA
3 Alpharetta, GA
4 Naperville, IL
5 Fayetteville, NC
6 Hamilton County, TN
7 Skagit County PUD #1, WA
8 Auburn, AL
9 Lafayette Consolidated Govt, LA
10 Herndon, VA
11 Richmond, VA
12 Alexandria, VA
13 Jackson, MS
14 DDOT/EQUANS
15 Colonie, NY
16 Newport News, VA
17 Montgomery County, OH
18 Waterford Charter Township, MI
19 Altoona City Authority, PA
20 Raleigh, NC
21 Allegheny County, PA
22 Chicago, IL
23 City of Winston-Salem, NC
24 Watsonville, CA
25 Morro Bay, CA
26 Carpinteria Valley Water District, CA
27 Shafter, CA
28 Alcoa, TN
29 Goochland County, VA
30 Petersburg, VA
31 Henderson, KY
32 SeaTac, WA
33 Sammamish, WA
34 Weston, FL
35 Seattle, WA
36 Grand Rapids, MN
37 Upper St. Clair, PA
38 Tallahassee, FL
39 Sugarland, TX
40 Bartow County, GA
41 North Miami Beach, FL
42 Grey Forest Utilities, TX
43 Herriman, UT
44 Milwaukie, OR
45 Harrisonburg, VA
46 Lebanon, OH
47 MetroConnects, SC
48 Las Gallinas Valley Sanitary District, CA
49 Macon Water, GA
50 Mid Peninsula Regional Open Space, CA
51 American States Utility Service
52 Asheville, NC
53 Brookhaven, GA
54 Frederick Water, VA
55 Montgomery County, MD
56 Manatee County, FL
57 Florida Keys Aqueduct Authority, FL
58 St. Johns County, FL
59 Madison, WI
60 Bonney Lake, WA
61 Renton, WA
62 Forsyth County, GA
63 Yelm, WA
64 Tigard, OR
65 Napa Sanitation District, CA
66 Regional Municipality of York, Canada
67 Escondido, CA
68 Spotsylvania County, VA
69 Independence, MO
70 Bellingham, WA
71 Charleston Water, SC
72 Fairfax County, VA
73 West Valley City, UT
74 Charlotte Water, NC
75 Sammamish Plateau Water District, WA
76 Edmond, OK
77 Lake Stevens, WA
78 Elk Grove, CA
79 Yakima, WA
80 Douglasville/Douglass County, GA
81 Salem, VA
82 North Gila County Sanitation District, AZ
83 Tampa, FL
84 Baltimore County, MD
85 Nashville, TN
86 Pennichuck Water, NH
87 Consumes CSD
88 Albemarle County Service Authority, VA
89 Holly Springs, NC
90 Isle of Wight County, VA
91 O' Fallon, IL
92 Toledo, OH
93 Charlotte County, FL
94 Minot, ND
95 Washington County, OR
96 City of Centennial, CO
97 Prince William Service Authority
98 Danville, VA
99 Raytown, MO
100 Hobart, IN
101 Bartow County Water, GA
102 EPCOR, Phoenix, AZ
103 Everett, WA
104 Fairfax County, VA
105 Wilson, NC
106 Antioch, CA
107 Warren, MI
108 Rogers Water/City of Rogers, AR
109 Burien, WA
110 Erie, PA
111 Los Angeles County, CA
112 Alderwood, WA
113 Salem, OR
114 Round Rock, TX
115 Charlottesville, VA
116 Bangor, ME
117 Brampton, Ontario (Canada)
118 Golden State Water, CA
119 Indio Water Authority, CA
120 Richmond, IN
121 Bremerton, WA
122 Sandy, UT
123 Woodburn, OR
124 Gerald R Ford International Airport
125 Erie Water Works, PA
126 Lowell, AR
127 Santa Clara Valley Water District,
128 Corvallis, OR
129 Gastonia, NC
130 Henrico, VA
131 Kileen, TX

Figure 2: Timmons Group has worked with more than 135 clients to implement Cityworks software.

Timmons Group Utility Network Projects							
Client	Services						
	Data Readiness	UN Planning	Data Cleanup	ArcGIS Enterprise	UN Implementation	Systems Integration	Training
EPCOR	2021	2021		2022	2022-2023	2023	2023
Indio Water Authority	2022	2022		2022	2022-2023	2023	2023
Anchorage Water & Wastewater Utility	2022	2022		2023	TBD	TBD	TBD
Rogers Water Utility	2022	2022	2022	2022	2022	2022	2022
Alderwood Water & Wastewater District	2022	2022		2022	2022-2023	2022-2023	2023
Pennichuck Water Works	2022	2022		2022	2022-2023	2023	2023
St. Johns County Utility	2022	2022	2023		2023-2024	2024	2024
City of Lynchburg	2012	2022		2022	2022-2023	2023	2023
Orange Water and Sewer Authority	2022	2022		2022	2023-2024	2024	2024
Disneyland	2022	2022	2023	2022	2022-2023		2023
Salk Lake City Public Utilities		2023		2023	2023-2024	2024	2024
Albemarle County Service Authority	2023	2023	2024	TBD	TBD	TBD	TBD
Prince George, Canada	2023	2023	2024	TBD	TBD	TBD	TBD
City of St Charles, IL	2023	2023	2023/4		2024		2024
Gresham, OR	2024	2024	2024	2024	2024	2024	2024

Table 1: Timmons Group is experienced in delivering Utility Network projects at numerous other agencies. Tasks by client and completion year.



TIMMONS GROUP

Cityworks® A TRIMBLE COMPANY

esri

COMPLETE DEPLOYMENT OF ARCGIS ENTERPRISE, UTILITY NETWORK, CITYWORKS - COST PROPOSAL

Mission Springs Water District

Due: 5:00 PM, Thursday, January 11, 2024

Contact: Lou Garcia | Principal
1001 Boulders Parkway, Suite 300, Richmond, VA 23225
443.904.3897 | Fax: 804.560.1016 | louis.garcia@timmons.com
www.timmonsgis.com

PRICING

Timmons Group will bill for the services and components required to deliver the total outlined solution of the 5 components of this project on a monthly percent complete basis or a time and materials basis as noted in the charts below. Invoicing is based on Fixed Fee project cost as broken out in the tables below. This is subject to approval as to the percent complete of project deliverables by the MSWD project manager. Please note that the Cityworks AMS license fees are provided here for informational purposes only and are not to be considered as part of the Timmons Group Fixed Fee bid. MSWD will be billed separately by Trimble for the Cityworks AMS software license costs, this includes the Cityworks Online (CWOL) environment for Cityworks AMS software.

PROJECT COMPONENT 1: ARCGIS ENTERPRISE CLOUD DEVELOPMENT

Item Description	Suggested Invoicing	Amount
Cloud & ArcGIS Enterprise services required	Monthly; on a % complete basis	$ 32,920
*Hosting Fees during implementation (12 months)		Estimated $ 7,226
Project Component 1 total not-to-exceed cost		**$ 40,146**

*These fees are estimated. Invoices to MSWD will reflect actual AWS costs to TG or AWS costs can be directly billed to MSWD.

Note: per other projects, the projected AWS costs for ongoing hosting after Go-Live are estimated to be $1,500 per month.

PROJECT COMPONENT 2: IMPORT EXISTING DATA AND ENSURE READINESS

Item Description	Suggested Invoicing	Amount
Discovery	Monthly; on a % complete basis	$ 3,600
Landbase Migration		$ 5,000
Data Cleanup	Monthly, T&M	$ 110/hour
Project Component 2 total not-to-exceed cost		**$ 8,600**

PROJECT COMPONENT 3: MIGRATE DATA INTO ESRI UTILITY NETWORK

Item Description	Suggested Invoicing	Amount
Esri Utility Network Implementation	Monthly; on a % complete basis	$ 135,980
Task 1: Phase Initiation		$1,380
Task 2: Data Readiness Assessment		$0
Task 3: Data Model Design/Editing Tools		$15,000
Task 4: Data Migration		$74,750
Task 5: Adjustments and Integrations		$0
Task 6: Testing, Training and Go-Live		$44,850
Project Component 3 total not-to-exceed cost		**$ 135,980**

PROJECT COMPONENT 4: CITYWORKS IMPLEMENTATION

Item Description	Suggested Invoicing	Amount
Cityworks AMS licensing – see Cityworks quote # Q-37747-1 for full details. License consists of: AMS ELA Cityworks Online Premium	*Annually*	*$ 46,687.50 – Year #1* *$ 49,281.25 – Year #2* *$ 51,875.00 – Year #3*
Cityworks AMS Implementation	Monthly; on a % complete basis	$ 266,735
Legacy work order data migrated into Cityworks (2 sources: Nobel Geoviewer & ManagerPlus)	Monthly; on a % complete basis	$ 57,020
DigAlert integration	Monthly; on a % complete basis	$ 18,340
Project Component 4 total not-to-exceed cost		**$ 342,095**
Optional 24 hours of Post Go-Live support		$ 5,080
Estimated travel to be billed at cost		$15, 475

PROJECT COMPONENT 5: STAFF AUGMENTATION

Item/Quantity	Suggested Invoicing	Annual Total
Cloud Managed Services	$3000 / Month	$ 36,000
Project Manager (PMP certified)	$200 / hour	$ tbd
Client Support Manager	$170 / hour	$ tbd
GIS Specialist – mid level	$140 / hour	$ tbd
GIS Specialist – senior level	$170 / hour	$ tbd
Sr. Solutions Architect	$220 / hour	$ tbd
Solutions Architect	$185 / hour	$ tbd
Sr. Business Analyst	$165 / hour	$ tbd
Business Analyst	$155 / hour	$ tbd
Sr. Software Engineer	$170 / hour	$ tbd
Software Developer	$160 / hour	$ tbd
System Analyst	$155 / hour	$ tbd

Cityworks® A TRIMBLE COMPANY

Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number	Q-37747-1
Created Date	12/5/2023
Expiration Date	2/20/2024

Contact Information

Contact Name:	Lee Boyer	Prepared By Name:	Jarrod Gerbaud
Customer:	Mission Springs Water Distict, CA	Prepared By Phone:	(801) 523-2751
Contact Address:	66575 2nd Street Desert Hot Springs, CA 92240		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
AMS ELA Cityworks Online Premium	1.00	USD 46,687.50
	TOTAL:	USD 46,687.50

Notes

Year 1 Dollar Value	USD 46,687.50	Year 1 Date Range	02/01/2024 - 01/31/2025
Year 2 Dollar Value	USD 49,281.25	Year 2 Date Range	02/01/2025 - 01/31/2026
Year 3 Dollar Value	USD 51,875.00	Year 3 Date Range	02/01/2026 - 01/31/2027

Notes:

Server AMS Premium Cityworks Online Enterprise License Agreement (ELA), Includes the Identified Products for up to 40 Named Logins:
Respond
Mobile Native Apps (for iOS/Android)
Office (limited use for Admin and Reporting only)

--Includes the following Add-ons:
Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics AMS
eURL (Enterprise URL)
Operational Insights
Workload
Web Hooks
OpX Projects
OpX Contracts
OpX Budgets
1 Sandbox
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Annual fee herein is based on 15,001 - 25,000 population range

Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

Discounts As Follows:
Year 1: 10% Discount
Year 2: 5% Discount

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

EXHIBIT C

Term, Early Termination & Notice

Complete Deployment of ArcGIS Enterprise, Utility Networks, Cityworks

A. Term of Agreement

This professional services agreement shall be effective upon approval and execution by the parties hereof (the "effective date") and shall continue until terminated as provided for herein. Notwithstanding anything in this agreement to the contrary, this agreement shall automatically terminate after two (2) years and four (4) months from the effective date, unless extended by the parties with the approval of the Mission Springs Water District (sometimes referred to herein as "District").

B. Early Termination of Agreement

Notwithstanding any other provision of this agreement, Mission Springs Water District, at its sole option, may terminate this agreement with or without cause, or for no cause or for convenience at any time by giving thirty (30) days written notice to Consultant.

District has the right to terminate or abandon any portion or all the work under this Agreement by giving thirty (30) days written notice to Consultant. In such event, District shall immediately be given possession, title and access to all administrative accounts and data (including any passwords) required, necessary or desirable for complete access to and management of any data/asset/service created, stored, maintained or setup for the District, all original field notes, drawings and specifications, written reports, and other documents and data produced or developed for that portion of the work completed and/or being abandoned. The District will pay Consultant at the agreed upon rate set forth in the Schedule of Charges rendered for any portion of the work completed prior to termination where the District finds the work acceptable. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services deemed acceptable by District will be pursuant to the rates set forth in the Schedule of Charges but not to exceed the reasonable value of such services The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or work deemed unacceptable by District and shall not be entitled to damages or compensation for termination of work.

Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) days written notice to the District only in the event of substantial failure by the District to perform in accordance with the terms of this Agreement through no fault of Consultant.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and Timmons Group.

OWNER
Attn: Brian E. Macy, PE
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONSULTANT
Attn: Ronald Butcher, Principal & Asset Man. Dir.
Timmons Group
1001 Boulders Parkway Suite 300
Richmond, VA 23225

Summary of Statement No. 96

Statement No. 96

Subscription-Based Information Technology Arrangements

(Issued 05/20)

SUMMARY

This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases,* as amended.

A SBITA is defined as a contract that conveys control of the right to use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

The subscription term includes the period during which a government has a noncancellable right to use the underlying IT assets. The subscription term also includes periods covered by an option to extend (if it is reasonably certain that the

government or SBITA vendor will exercise that option) or to terminate (if it is reasonably certain that the government or SBITA vendor will *not* exercise that option).

Under this Statement, a government generally should recognize a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability. A government should recognize the subscription liability at the commencement of the subscription term, —which is when the subscription asset is placed into service. The subscription liability should be initially measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments should be discounted using the interest rate the SBITA vendor charges the government, which may be implicit, or the government's incremental borrowing rate if the interest rate is not readily determinable. A government should recognize amortization of the discount on the subscription liability as an outflow of resources (for example, interest expense) in subsequent financial reporting periods.

The subscription asset should be initially measured as the sum of (1) the initial subscription liability amount, (2) payments made to the SBITA vendor before commencement of the subscription term, and (3) capitalizable implementation costs, less any incentives received from the SBITA vendor at or before the commencement of the subscription term. A government should recognize amortization of the subscription asset as an outflow of resources over the subscription term.

Activities associated with a SBITA, other than making subscription payments, should be grouped into the following three stages, and their costs should be accounted for accordingly:

- Preliminary Project Stage, including activities such as evaluating alternatives, determining needed technology, and selecting a SBITA vendor. Outlays in this stage should be expensed as incurred.
- Initial Implementation Stage, including all ancillary charges necessary to place the subscription asset into service. Outlays in this stage generally should be

capitalized as an addition to the subscription asset.

- Operation and Additional Implementation Stage, including activities such as subsequent implementation activities, maintenance, and other activities for a government's ongoing operations related to a SBITA. Outlays in this stage should be expensed as incurred unless they meet specific capitalization criteria.

In classifying certain outlays into the appropriate stage, the nature of the activity should be the determining factor. Training costs should be expensed as incurred, regardless of the stage in which they are incurred.

If a SBITA contract contains multiple components, a government should account for each component as a separate SBITA or nonsubscription component and allocate the contract price to the different components. If it is not practicable to determine a best estimate for price allocation for some or all components in the contract, a government should account for those components as a single SBITA.

This Statement provides an exception for short-term SBITAs. Short-term SBITAs have a maximum possible term under the SBITA contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised. Subscription payments for short-term SBITAs should be recognized as outflows of resources.

This Statement requires a government to disclose descriptive information about its SBITAs other than short-term SBITAs, such as the amount of the subscription asset, accumulated amortization, other payments not included in the measurement of a subscription liability, principal and interest requirements for the subscription liability, and other essential information.

Effective Date and Transition

The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. Earlier application is encouraged.

Assets and liabilities resulting from SBITAs should be recognized and measured using the facts and circumstances that existed at the beginning of the fiscal year in which this Statement is implemented. Governments are permitted, but are not required, to include in the measurement of the subscription asset capitalizable outlays associated with the initial implementation stage and the operation and additional implementation stage incurred prior to the implementation of this Statement.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve financial reporting by establishing a definition for SBITAs and providing uniform guidance for accounting and financial reporting for transactions that meet that definition. That definition and uniform guidance will result in greater consistency in practice. Establishing the capitalization criteria for implementation costs also will reduce diversity and improve comparability in financial reporting by governments. This Statement also will enhance the relevance and reliability of a government's financial statements by requiring a government to report a subscription asset and subscription liability for a SBITA and to disclose essential information about the arrangement. The disclosures will allow users to understand the scale and important aspects of a government's SBITA activities and evaluate a government's obligations and assets resulting from SBITAs.

How the Board Considered Costs and Benefits in the Development of This Statement

One of the principles guiding the Board's setting of standards for accounting and financial reporting is the assessment of expected benefits and perceived costs. The Board strives to determine that its standards address significant user needs and that the costs incurred through the application of its standards, compared with possible alternatives, are justified when compared to the expected overall public benefit. The Board believes that the expected benefits that will result from the information provided through implementation of this Statement—more consistent accounting and financial reporting, and more comparable information about SBITAs—are significant and justify the perceived costs of implementation and ongoing compliance.

Certain decisions made by the Board were intended to provide cost relief. For example, the scope of this Statement excludes contracts with stand-alone tangible capital assets and contracts with a combination of a tangible capital asset and an insignificant software component. In addition, this Statement includes an exception for short-term SBITAs. This Statement also requires governments to report an entire multiple-component contract as a single SBITA when determining that a best estimate to allocate the contract price to multiple components is not practicable. Additionally, this Statement permits, but does not require, governments to include capitalizable outlays associated with the initial implementation stage and the operation and additional implementation stage in the measurement of the subscription asset recognized at transition.

Unless otherwise specified, pronouncements of the GASB apply to financial reports of all state and local governmental entities, including general purpose governments; public benefit corporations and authorities; public employee retirement systems; and public utilities, hospitals and other healthcare providers, and colleges and universities. Paragraph 3 discusses the applicability of this Statement.

AGENDA REPORT

REGULAR BOARD MEETING SEPTEMBER 12 & 16, 2024

DIRECTOR REPORTS – MEETINGS AND EVENTS FOR AUGUST 2024

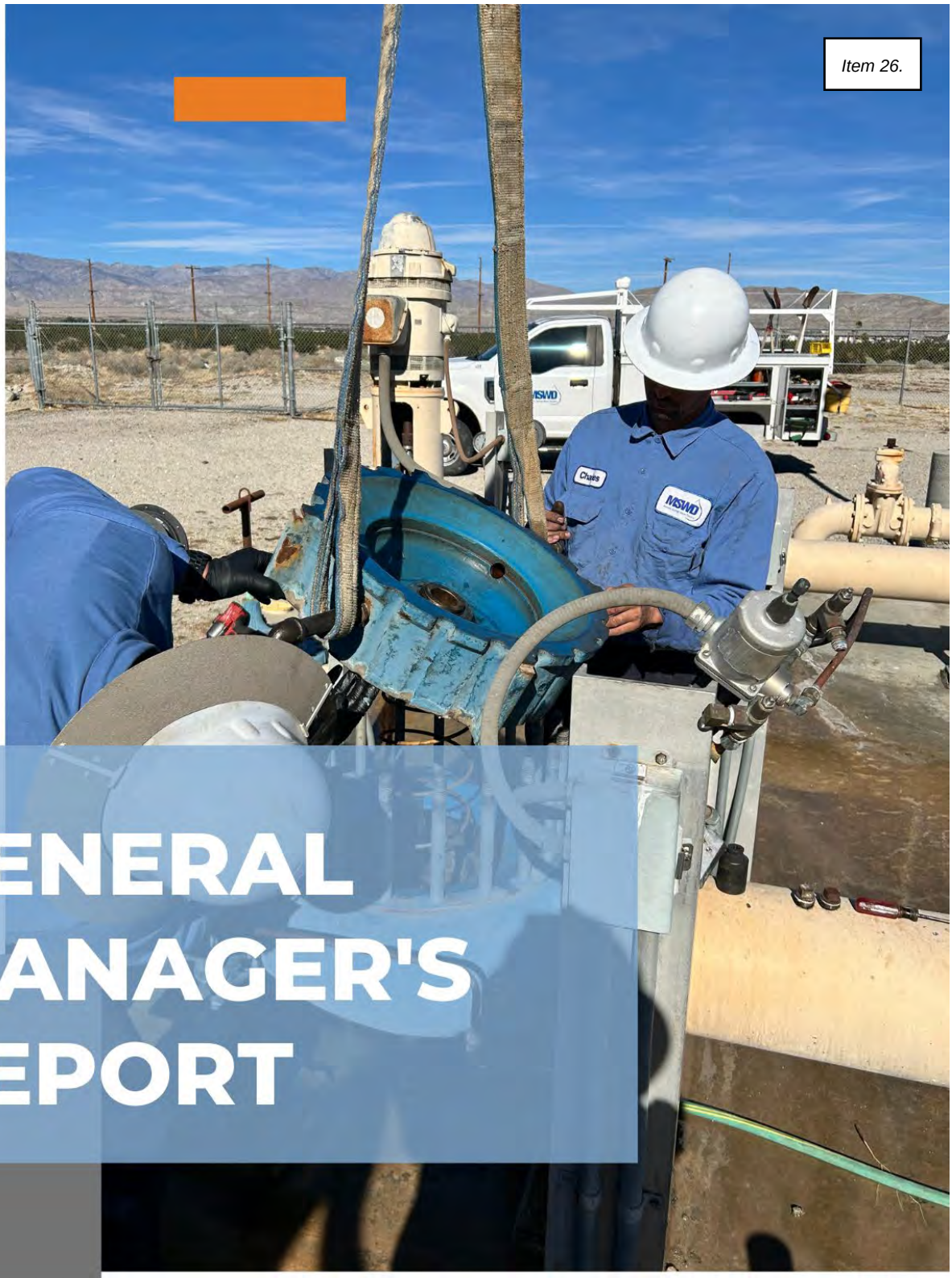
DIRECTOR REPORTS
(Per GC 53232.3(d) brief reports on meetings attended for which a daily stipend was claimed)

Date	Event	Attendees
8/6/2024	DWA BOARD MEETING	GRIFFITH
8/12/2024	DVBA BOARD MEETING	MARTIN
8/13/2024	ACWA REGION 9 EVENT	MARTIN, MAYRHOFEN
8/20/2024	DWA BOARD MEETING	GRIFFITH
8/20/2024	ACWA WEBINAR – CONSERVATION IS A WAY OF LIFE	MAYRHOFEN, DUFF*
8/21-8/23/2024	URBAN WATER INSTITUTE CONFERENCE	SEWELL, MARTIN, DUFF
8/28/2024	DVBA BOWLING NIGHT	MAYRHOFEN, MARTIN*
8/28/2024	ACWA REGULATORY COMMITTEE MEETING	DUFF

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

Date	Event	Attendees
8/8/2024	ACWA GROUNDWATER COMMITTEE MEETING	DUFF
8/13/2024	DHS PLANNING COMMISSION	MAYRHOFEN
8/13/2024	CVWD BOARD MEETING	DUFF
8/27/2024	CVWD BOARD MEETING	DUFF

SEPTEMBER 2024



GENERAL MANAGER'S REPORT

Mission Springs Water District

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ENGINEERING DIVISION

Engineering Department

Below is a list of Capital Projects and status updates for August 2024.

Well 42 Project
The contractor, Layne Christensen, mobilized to the site and resumed construction. Specifically, the downhole rehabilitation work was initiated. The contractor is schedule to complete the downhole rehabilitation in September 2024 and begin the civil site improvements.

Well 22 Rehabilitation
Staff continued to work with the contractor, Canyon Springs Enterprises, on reviewing and approving material submittals and responding to RFIs.

Water and Wastewater System Comprehensive Master Plan Updates
Staff and consultants continued progress on evaluating the future demands and system needs, as well as finalizing the master plans and capital improvement programs. Staff anticipates completing the plans and presenting them to the Board in the coming weeks.

AD-18 – GQPP Sewer Project Area "D3"
The design consultant, AECOM, completed the 90% design update. Staff is completing a plan check of the design package. Comments will sent back to the consultant to incorporate into the 100% design package.

AD-18 – GQPP Sewer Project Areas "A" & "G"
The Army Corps of Engineers design consultant, Genterra, is in the process of preparing the 95% design. The 95% design package is scheduled for completion in September 2024.

Well 34 Rehabilitation
The contractor, Legend Pump, completed all major components of construction. The contractor is working on the final punch list and startup of the well equipment and boosters.

Rancho Descanso Tract 38200 – Housing Development
The developer's contractor has completed the construction of the water and sewer system. Specifically, raising the manholes and water valves to finish grade and pouring concrete collars. The contractor completed the punch list of items. The water meters will be placed once the housing construction nears completion. MSWD's contract inspector, TKE Engineering, has been inspecting and verifying the work meets MSWD construction standards.

Tropical Storm Hilary Waterline Replacement Projects at 13th Avenue, Thomas Avenue, and Mission Lakes Boulevard

The contractor, Tri-Star Construction, completed construction of the Mission Lakes Boulevard waterline crossing and the new waterline is operational.



Skyborne Village II – Housing Development

The developer's contractor has completed all improvements and expects sign-off from the District following inspection of the final punch list items in September 2024.

Skyborne Village III – Housing Development

The developer's contractor is making progress with sewer main installation on North Star Lane, Sky Vista Drive, Inspiration Drive, and Mooncrest Drive and water main installation and progressing of Phase I (Rainbow Lane, South Parkwalk Lane, East Candle Tree Lane, and Sky Vista Drive). MSWD's contract inspector, MWH Constructors, has been inspecting and verifying the work meets MSWD construction standards.

PODS Storage

The developer's contractor completed construction of the mainline water and sewer system pipelines. The remaining utility appurtenances and related improvements will be completed in September 2024. MSWD's contract inspector, TKE Engineering, has been inspecting and verifying that work meets MSWD's construction standards.

Regional Water Reclamation Facility

The Project Team continued responding to RFIs and processing change orders and payment requests submitted by the contractor, JF Shea Construction.

Following completion of the Conveyance Line project, JF Shea Construction will be back on-site to complete the wastewater startup, testing, and commissioning.

The monitoring well contractor, Yellow Jacket Drilling, has mobilized to the site and has started work on the completion of the third required monitoring well. Completion is expected to be completed in September 2024. Thereafter, the closeout report regarding Waste Discharge Requirement Special Provision F.3. for RWRF Groundwater Monitoring will be submitted to the Regional Water Quality Control Board (RWQCB).

The Project Team continues to coordinate with the State Water Resources Control Board (SWRCB) on the SRF/Grant funding agreement and reimbursement requests. The State has notified MSWD that Disbursement Request No. 4 will be paid by mid-September 2024, ant that the Conveyance Line FBA is also expected to be approved in September 2024.

RWRF Conveyance Line

The Project Team continued responding to RFIs and processing change orders and payment requests submitted by the contractor, Downing Construction.

Staff continues to coordinate on resolving the SCE easement issue along Little Morongo Road south of 18th Avenue. MSWD has executed the final settlement offer and issued payment to SCE. MSWD is awaiting the fully executed agreement from SCE in early September 2024.

With the SCE easement process nearing completion, the contractor is tentatively scheduled to resume construction of the gravity sewer portion across the SCE transmission crossing in late September 2024.

Area M2 Sewer Collection System (AD-15)

Staff continues to monitor approval of the final bid package with the SWRCB. Staff plans to bid the project following the SWRCB's approval.

RWRF Roadway Design (19th Avenue, Little Morongo Road, and 20th Avenue)

The consultant continued progress on the 90% design. Staff expects to receive the 90% design package in September 2024 for plan check.

Water Resources Department

Below is a list of water resources related activities for August 2024.

Integrated Regional Water Management Planning

The Coachella Valley Regional Water Management Group (CVRWMG) met to discuss on-going grant funded projects and upcoming grant opportunities. The CVRWMG implements the Integrated Regional Water Management (IRWM) Plan for the Coachella Valley IRWM Region.

The CVRWMG continued to discuss the Urban Water Use Efficiency and Conservation Regulations and Chromium-6 Compliance.

Mission Creek Subbasin Sustainable Groundwater Management Act Compliance

The California Department of Water Resources (DWR) issued their approval for the 2022 Alternative Plan Update for the Mission Creek Subbasin. The Mission Creek Water Management Committee responded to DWR's comments on the 2022 Alternative Plan Update for the Mission Creek Subbasin. The Mission Creek Management Committee completed an RFP process for an on-call hydrogeologist to assist with SGMA compliance.

Salt and Nutrient Management Planning

Staff, as part of the Steering Committee, provided comments on both the draft Task 2 Technical Memorandum (TM) – Characterize Groundwater Quality and Task 4 TM – Technical Approach for Forecasting TDS/N in Groundwater reports. The consultant, West Yost, is in the process of completing the public draft reports.

Staff attended both the Technical Advisory Committee and Steering Committee meeting focused on discussing TM 2 and TM 4.



FINANCE DIVISION

Customer Service Department

New Forms – Installment Payment Plan Agreement

As part of our ongoing efforts to enhance customer service and streamline our processes, we are currently conducting a trial run of the Installment Payment Plan Form to evaluate the effectiveness and gather feedback. The feedback will focus on the form's usability, the clarity of instructions, and any challenges encountered during its use.

Benefits of the Installment Payment Plan Form include:

- Contractual Agreement/Payment Terms – By having the payment plan form signed by the customer, we establish a formal contract and ensure there is no ambiguity regarding the agreed upon terms. It helps prevent misunderstandings and disputes, providing a solid foundation for managing payment expectations, including the amount, schedule, and duration of the payment plan.
- Document Accessibility – Once signed, the form will be scanned into the customer's account, enabling customer service representatives to quickly retrieve and review the terms when addressing any customer inquiries or concerns.

Customer Account Clean Up – Invalid Mailing Addresses

We are initiating a comprehensive Customer Account Clean-Up project. This project focuses on reviewing and correcting invalid mailing addresses for our customers, which is critical for maintaining effective communication and bill delivery.

Responsibilities and Process

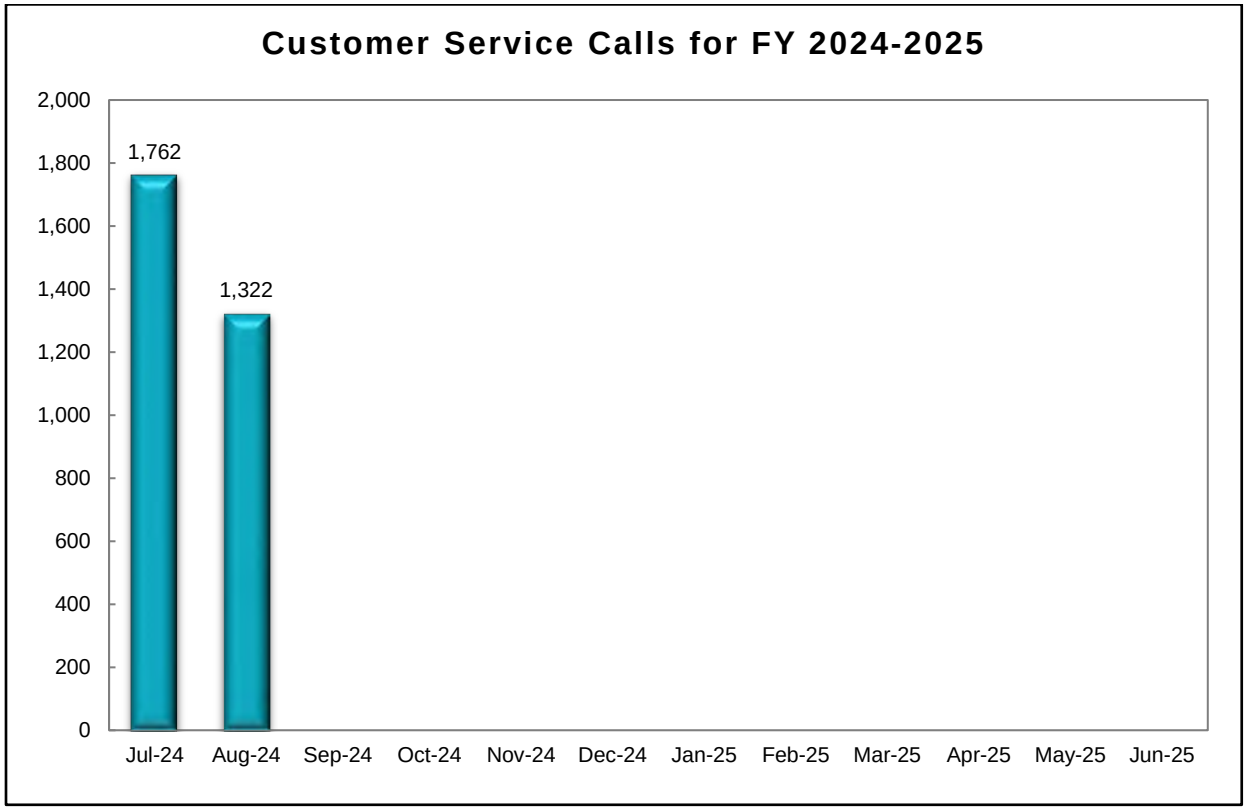
The clean-up process will utilize a file provided by our mailing vendor, InfoSend. This file includes a list of customer accounts with identified invalid or outdated mailing addresses. Customer service representatives will be tasked with:

- Reviewing the File – Carefully examine the list of accounts to identify discrepancies and invalid addresses.
- Updating Records – Correcting or updating the mailing addresses in our customer database based on the latest information available. This may involve reaching out to customers for confirmation or utilizing GeoViewer information. Many of the foreign addresses are being updated in our database to reflect a more accurate format, acceptable for the US Postal Service.
- Validating Changes – Ensuring that all updates are accurate and reflect the most current information to avoid future issues.

The plan is to incorporate this as a monthly process to ensure invalid addresses are researched and corrected promptly.

Call into the Customer Service Department

The chart below represents the total incoming calls received by the staff in the Customer Service department for Fiscal Year 2024-2025.



Most calls received by the Customer Service department are related to payment plans, bill assistance information, demand/lien release requests, new property start/stop service, and account balance requests. The table below provides a summary of the number of calls by category received by the Customer Service staff.

Customer Request	Total for August 2024	Total for FY 2025
Water Waste	1	1
High Bill / Service Line Leak	3	10
No Water	7	13
Disconnections	76	186
Reconnections	60	135
Service Transfers	88	189
High / Low Pressure	3	13
Water Quality	3	3
Other / Miscellaneous	77	193

WaterSmart Portal

WaterSmart Analytics data provides a comprehensive overview of leaks detected and automated alerts sent to MSWD customers. All customers are encouraged to sign up in the WaterSmart Portal to access bills and leak alerts. The table below provides a summary of the number of customers who have registered in the WaterSmart Portal.

WaterSmart Portal	Total for August 2024	Overall Total
Registered Customer Accounts	141	7,746

Billing

During August 2024, Customer Service reviewed a total of 15,551 bills.

Bill Type	Total Bill Count for August 2024	Total Bill Amount for August 2024
Regular Bills	11,135	$1,250,787.91
Delinquent Bills	4,224	$1,232,217.72
Closing Bills	192	$8,351.37
Delinquent Closing	-	-
Total	**15,551**	**$2,491,357.00**

Delinquency Service Statistics

Staff continued to reach out to customers with delinquent accounts to provide information for assistance and repayment options to avoid disconnection. The table below summarizes the activities of Customer Service staff regarding delinquent accounts.

Delinquency Service	Total for August 2024
Auto-Dialer Calls	204
Door Hangers	31

Customer Bill Assistance

The District continues to facilitate bill assistance programs for the benefit of its customers. The United Way Customer Bill Assistance Program continues to be utilized by those customers who need assistance for one billing period annually, paying $100 per approved customer. The table below summarizes the results of the customer bill assistance programs administered by the Customer Service staff.

Assistance Program	Total Assistance in August 2024	Total Assistance in FY 2025
United Way of the Desert	$100.00	$200.00

Installment Payment Plans

The District continues to assist customers with delinquent bills by facilitating installment payment for the benefit of its customers. The table below summarizes the results of the installment payment plans administered by the Customer Service staff.

Total Active Payment Plans	Remaining Balance to be Collected
164	$89,481.19

Refunds

There was a total of 59 customer account refunds totaling $4,233.11 resulting from closed accounts for the month of July 2024.

Account Type	Total Refund Count for August 2024	Total Refund Amount for August 2024
Customer Refunds	12	$855.88
Construction Meter Refunds	3	$1,860.41
Total	**15**	**$2,716.29**

Liens

Customer Service identified 24 accounts that were 90 days past due requiring Lien filing. Likewise, 10 Release of Liens were issued after securing payment for outstanding balances on past due accounts.

Lien Type	Total Lien Count for August 2024
Lien Recordings	13
Lien Releases	13



Finance & Accounting Department

The Finance and Accounting Department continues to work with its vendors to complete the yearly and necessary tasks to meet State and Federal reporting requirements and the strategic goals established by the MSWD Board of Directors. Below are project highlights and summaries for August 2024.

Payroll

Payroll did not have any significant items of notice for August 2024. Everything was processed as expected and with no issues.

Budget

Budget Transfers for August 2024, and FY 2025, totaled $90,000, respectively:

MISSION SPRINGS WATER DISTRICT - 10:38:18 08-08-24 Page: 1 of 1
(PBG48:FBG65) LISTING OF BUDGET TRANSFERS FOR FISCAL YEAR 2025

FISCAL YEAR	BID	DESCRIPTION OF EXPENDITURE G/L NUMBER	TRANSFER DATE	TRANSFER AMOUNT	TO BID	TRANSFER TO DESCRIPTION	TRANS TO GL NUMBER APPROVAL
2025	334	LEGAL 101-5300-70001-000	08-01-2024	90,000.00	210	REIMBURSEMENTS AND SETTLEMENTS	101-5380-51959-000 MACY
TOTAL				90,000.00			
1 record listed							

Finance

The Director of Finance continues to work with the General Manager from Monte Vista Water District through the CSDA mentorship program.

The Director of Finance continues to work with the outside business analyst on the grants and preparation of the Regional Grant reimbursement submittals.

The Director of Finance continues to work with accounting on new GASB pronouncements that affect the District in the current year.

The Director of Finance continues to help accounting with invoices, payroll, journal entry review, and approvals.

Current Work Priorities

The Accounting continues to support other departments as needed:

- Engineering
  - Reimbursable job was created to track all the expenses related to New Development projects, for:
    - Reflection Park.
    - Little Morongo/Mission Lakes Resurfacing Project.
    - 14201 Palm Drive, Sewer Lateral Installation.
- Operations
  - Accounting continues to support operations on reimbursable jobs that need to be billed for. These include primarily damage to District property where a police report was filed.
  - Reimbursable job was created to track all the expenses related to the following items:

- Project 37 Easement Damage to District Property.
- Cal OSHA Incident Review.

- Human Resources
  - Accounting continues to work with HR to update employee information related to new hires and CalPERS appointments.
  - Other work involved Boot Reimbursements, Direct Deposit Changes, and the Off Work Requests.
- Customer Service
  - Processing multiple customer refunds for amounts owed after the accounts were closed.

Cash

Total cash receipts for the month of August 2024 amounted to $2,184,738, primarily from normal water and sewer customer account payments. Several new connections from Seefried Development Management Inc, and the Teeter County deposit for 2024.

Cash Disbursements for the month of August amounted to $2,624,737 with the largest payments made to:

Entity	Amount
Net Payroll	$416,485
Desert Water Agency	$399,003
Southern California Edison	$229,841
Tri-Star Contracting Inc.	$145,035

Capital Improvement Program

The District maintains a 5-year Capital Improvement Program that includes water and sewer infrastructure, facilities, equipment, and fleet. A year-to-date summary of the District's Capital Improvement Program for Fiscal Year 2024-2025 can be found in Appendix A.



Innovation & Technology Department

The Innovation and Technology (IT) Department continues to work with staff and vendors to achieve technological enhancement and meet innovation goals established by the MSWD Board of Directors. Below are project highlights and summaries for August 2024.

Department Updates

- IT assisted Maintenance in the setup of new security cameras around the properties.
- IT has been working with vendors and staff in planning for future upgrades to the document management system.
- The IT department continues to assist Timmons Group on the setup of the new GIS infrastructure for the upcoming asset management and work order management system.
- IT continues to assist Wastewater and Engineering with technical needs for the Regional Plant.

Technology Improvements

- Enhanced file system auditing was configured on servers.
- WiFi improvements were made.
- Cybersecurity improvements continue to be made to improve District security.
- Desktop computers and laptop upgrades continue as needed.

On-Going Cyber Security Training

IT continues the monthly anti-phishing training scenarios with staff and Board members. Staff have been diligent in reporting suspicious emails or contacting the IT Manager for review of suspicious emails before acting.

Cyber Security News Roundup

The IT Department tracks trends in cyber security to note new opportunities for security and new concerns to defend against. The news below is a brief selection intended for informational purposes and provides no insight to the District's cyber security controls.

- The Biden administration launched a program to bolster school cybersecurity with private sector support. Challenges: Despite efforts, cyber threats persist. Resource Limitations: Schools struggle with limited IT staff and funding. Ongoing Efforts: Continued outreach and support are crucial. (NextGov)
- U.S. intelligence agencies continue struggling to counter a Chinese government-backed hacking group. Despite efforts to dismantle the group, including direct interventions and takedown operations, the hackers continue to infiltrate critical U.S. infrastructure, posing significant challenges and risks of escalation with China. (NextGov)
- Experts highlight the importance of caution in cybersecurity for critical infrastructure sectors like water and energy. Experts emphasize the need to protect operational technology without causing disruptions. They highlight the risks of automatic updates and sensor latencies, and the importance of manual updates and monitoring for abnormal activities to ensure safety. (Government Technology)

- The US has introduced new tools to counteract encryption-breaking capabilities of quantum computing. These tools, developed by NIST, aim to secure data against future quantum threats, ensuring robust cybersecurity for sensitive information. (Weforum)

Intelesys IT Support

The District receives IT services and support through Intelesys. The Intelesys Monthly Client Report for August 2024 activities can be found in Appendix B.



Purchasing Department

Staff continues to source sanitization supplies to ensure wipes, hand sanitizer, and disinfectants are available to all District buildings and vehicles for the safety of the staff.

Price increases and supply chain issues continue to surface within our industry. Specifically, PVC pipe and fittings, ductile iron pipe and service brass fittings, restraints, hydrants, and valves, as well as many other products, are experiencing significant shortages that could lead to extended lead times. Along with these supply chain problems, pricing continues to escalate. These problems exist with both domestic and import materials. Staff will continue to monitor the situation and perform due diligence in getting all the material that is needed to maintain the water systems.

Total inventory purchases were $31,564.93, and the total issued for use by field crews totaled $34,623.93, for August 2024.



OPERATIONS & MAINTENANCE DIVISION

Construction & Maintenance Department

Water Line Locations

Staff completed approximately 367 water line location requests using iPads and the GeoViewer Mobile app to streamline and manage line locations.





Water System Repairs/Replacement

Staff continued to repair and replace components of the water distribution system keeping it in optimum working order and properly functioning without any interruption. Below is a summary of the repairs and replacements completed in August 2024.

- 13 water service lines were replaced with copper.
- 10 service line leaks were repaired.
- 10 mainline leaks were repaired.
- Three fire hydrants were repaired.

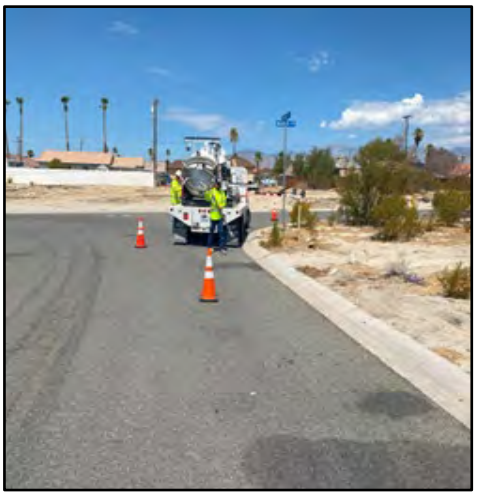




Water System Maintenance

Staff continued to implement preventative maintenance and inspection programs to keep the water distribution system in optimal working order and properly functioning without any interruption. Below is a summary of the maintenance completed in August 2024.

- 119 ground valves were exercised.
- 116 fire hydrants were flushed, maintained, and painted.
- Zero air-release valves were inspected and/or rebuilt. Annual air-release valve maintenance has been completed.
- Zero Cla-Val valves were repaired.
- Four blow-offs were flushed.





CMMS Workorder Program

A total of 35 work orders were processed in August 2024 using the CMMS program.

New Water Meter Service Installation

Staff installed 11 new water service lines in August 2024.

Fire Flow Testing

Staff continued performing field fire flow tests for the Engineering Department. Five fire flow tests were conducted in August 2024 for the Engineering Department.





Fleet & Facility Maintenance Department

Janitorial Services

The janitorial contractor, Premier Properties Preservation, continues to clean and disinfect all District buildings. Disinfection along with routine janitorial services are performed two times per week on Tuesday and Friday. Staff were notified as of August 30, 2024, that the contractor is changing out the cleaning staff and we are waiting for the background checks to be completed.

Building Maintenance

Staff completed the following building maintenance during the month of August 2024:

- Repaired an irrigation leak along the north fence line near the gas pumps at the Corporate Yard.
- Cleaned glass tabletop with assistance from Julio Martinez and Adrian Perea in the GM's office.
- AEDs were installed in the following locations: the Corporate Yard breakroom, Horton Plant North Building, Wright Plant main hallway, Accounting modular south wall, Annex Building front office area, and the Administration Building north hallway.
- Repaired five irrigation leaks at Wells 27 and 31.
- Patched holes in the roof of the Administration Building carport with tar sealant.
- Replaced water filters for the ice machines and water station at the Corporate Yard.
- Installed a 'No Deliveries' sign on Danny Friend's exterior office door.
- Inspected roof for signs of leakage and found no active leaks in the Administration Building.
- Installed a second Ring flood light camera on the south wall of the Corporate Yard shop.
- Removed the camera and patched the hole on the southwest corner of the Corporate Yard shop.
- Performed weed abatement in the parking area of the Corporate Yard.
- Mounted a temperature thermometer in the Annex Building and Corporate Yard breakroom.
- Repaired three leaks on the Well 28 irrigation lines.
- Installed a Ring camera and solar panel on the southeast corner of the Administration Building carport.
- Removed two lightbulbs in Amanda's office per request.
- Performed bi-weekly cleanup/blowing out of garage stalls at the Old Stores building.
- Repaired leaks on the irrigation lines at Well 25 and Two Bunch Reservoir.
- Cleaned up trash and debris outside the Corporate Yard front gate.

Standby Generator Monthly Maintenance Program

Monthly testing is conducted to ensure that all generators are in good working order and ready for use when needed. There were no issues with the generators this month.

Fleet Maintenance/Repairs

- Cleaned out the shavings and refilled the cutting oil from the threading machine at the Corporate Yard.
- Constructed three pintle hitch assemblies for use on District vehicles.
- Unit 410 had an oil change performed and a hole in the left tire patched.
- Unit 420 had a hole in the left tire patched.
- Unit 436 had both female hose ends replaced, and the gasoline tank was topped off twice at Well 28 with 43 and 57 gallons, respectively.
- Unit 389 had both exhaust manifolds and all the studs replaced by Palm Springs Motors.
- Unit 407 had its oil changed, cabin filter replaced, and tires rotated.
- Units 405 and 406 had the wiper blades replaced.
- Unit 433 had a left rear hub gasket replaced.
- Unit 435 had an oil change, front brakes, cabin filter, and windshield wipers replaced.
- Unit 414 valve machine had the battery replaced.
- Unit 418 had the battery replaced.
- Unit 427 had its oil changed, tires rotated, and cabin filter replaced.
- Unit 412 had its battery replaced under warranty and a set of spare keys made.
- Unit 369 had its oil changed and the fuel filter, fuel line, and four primary ripper teeth replaced.
- Unit 432 had its oil changed and the air filter and fuel filter replaced.
- Unit 117 had the spoil tank check valve remounted, tank inlet replaced, and a hydraulic leak examined and repaired.
- The Administration Building generator was topped off with 15 gallons of fuel and fuel treatment was added.



Field Services Department

WaterSmart / Neptune 360

Staff routinely reviews continuous and high usage on customer accounts and makes contact through the Customer Portal, phone, email, or in person, making them aware of potential issues. The following is the number of contacts made this month:

Contact Type	Total for August 2024	Total for FY 2025
Continuous Usage	101	188
High Usage (>Normal)	25	42
Reverse Flow	0	0
Total	**126**	**230**

AMI Gateway Maintenance

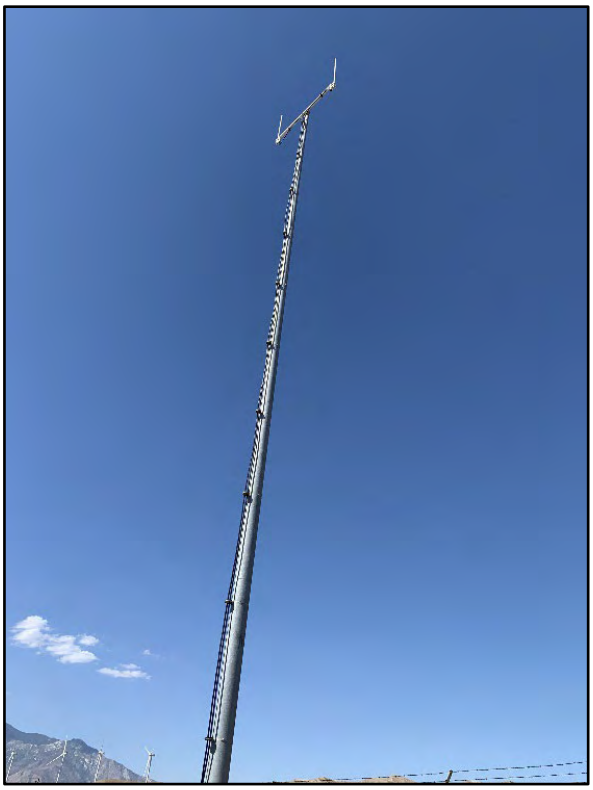
On August 26, 2024, Ferguson Waterworks efficiently executed the necessary repairs across multiple sites as identified by a recent audit. The Ferguson Waterworks technician ensured that all the necessary repairs were carried out promptly and successfully completed on the same day. All eight sites throughout MSWD are in working condition.

Well 25A – The antennas and cables were replaced as required.





Gateway Reservoir – A new Neptune 360 Gateways Data Collector was installed.





Overhill Reservoir – The antennas and cables were replaced as required.





Wastewater Collection Department

Sanitary Sewer Overflow

There was one Sanitary Sewer Overflow (SSO) in the collection system this month in the Project 37 easement east of Bubbling Wells Ranch. On August 2, 2024, at 7:57am, the District was informed of the SSO. At 10:21pm on the same day, the blockage was cleared, and the flow was restored. All debris/objects obstructing the mainline sewer which included a fire extinguisher, a tiki torch, two big wooden tree poles, and two football-sized rocks were removed from the area and disposed of appropriately. About 950 gallons of wastewater overflowed from a manhole which was caused by vandalism and reported to the Regional Water Quality Control Board.









Dos Palmas Lift Station

Operators conducted daily site visits to ensure proper pump operation, SCADA (Supervisory Control and Data Acquisition) system functionality, and site security.

Sewer Line Locations

Staff completed 365 sewer line location requests using iPads and the GeoViewer mobile application to streamline and manage line locations.

Sewer Line/Collections Maintenance

- Staff completed CCTV inspections totaling 317 feet in August 2024.
- Staff cleaned 1,637 feet of sewer mainline in August 2024.

Wastewater Treatment & Disposal Department

Plant Maintenance

Staff spent 545.5-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 116.7-man hours operating the sludge belt filter press, including filling and removing 18 trailers of sludge from the Horton and Desert Crest WWTPs.

Staff continued to perform routine maintenance removing rags from the headworks auger, aeration tanks, RAS pumps, grit pumps, etc.

Sampling and Laboratory

Staff collected 56 samples and spent 112-man hours performing laboratory duties and analysis for process control and regulatory reporting purposes. Both plants are producing an effluent that meets the District's permit discharge requirements.

Staff continue to sample from the pond lysimeters in Ponds 1, 6, and 8 for the nitrogen study. The objective is to determine whether the total nitrogen is being reduced as it percolates through the sand.





Weekly Wastewater Training

The training courses aim to provide all operators with consistent knowledge and a better understanding of processes, including operating equipment more proficiently. This training helps keep operators safe while completing maintenance. A summary of this month's training includes:

- Overtime Response Form
- Electricity and Water Safety
- Afterhours Trespassing

Nancy Wright RWRF

Staff continue to visit the site to prepare the plant for startup and the ribbon cutting ceremony.

Pond Maintenance

Ponds 1, 4, 6, and 8 were cleaned and rehabilitated during August 2024. Ponds 1 and 6 were cleaned and rehabilitated twice. With the warm temperatures and high winds, staff continue seeing algae blooms in the ponds causing issues for percolation. Staff will be keeping the ponds online for no more than 2 weeks at a time to try and prevent algae from coating the bottom of the ponds.





Wastewater Report

Through continued development in the Desert Hot Springs area, and at the request of new consumers, sanitary services are always being added to the collection system. Below is a summary of new sanitary service connections by month.

New Sanitary Service Connections to Collection System					
Fiscal Year	**2024/25**	**2023/24**	**2022/23**	**2021/22**	**2020/21**
July	9	4	4	18	8
August	7	12	26	20	4
September		17	20	20	5
October		3	13	36	9
November		7	8	29	50
December		21	8	12	9
January		2	35	14	21
February		1	4	7	23
March		1	24	17	48
April		7	16	7	18
May		8	9	16	17
June		0	4	2	21
Total	**16**	**83**	**171**	**198**	**233**

Additional sanitary service connection information is provided in Appendix C.

The following table shows the average daily flow and peak daily flow for the Horton WWTP, Desert Crest WWTP, and Wright RWRF.

Wastewater Flow (MGD)						
Fiscal Year 2024/25	**Horton WWTP**		**Desert Crest WWTP**		**Wright RWRF**	
	Average Daily Flow	**Peak 24-Hour Flow**	**Average Daily Flow**	**Peak 24-Hour Flow**	**Average Daily Flow**	**Peak 24-Hour Flow**
July	2.065945	2.184078	0.039738	0.046230	0.000000	0.000000
August	2.132868	2.253870	0.045258	0.063150	0.000000	0.000000
September						
October						
November						
December						
January						
February						
March						
April						
May						
June						

Additional wastewater flow information is provided in Appendix C.

Water Production Department

Water Pumped/Produced

During the month of August 2024, the District's three public water systems produced the following volume of water:

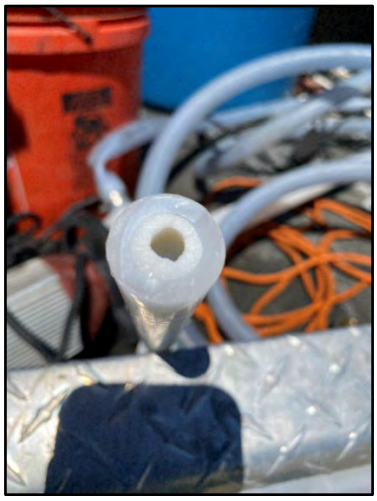
- MSWD (CA3310008) – 790.25 Acre Feet (257.51 MG)
- West Palm Springs Village (CA3310078) – 6.28 Acre Feet (2.05 MG)
- Palm Springs Crest (CA3310081) – 9.66 Acre Feet (3.15 MG)

Water Sampling/Testing

- Bacteriological Sampling – Staff collected 50 routine samples in the MSWD system, four routine samples in the ID-E area which includes the West Palm Springs Village (WPSV) and Palm Springs Crest (PSC) systems, and four well samples in ID-E.
- Staff collected 16 general physical samples in the MSWD system and two general physical samples in ID-E.
- Well 26A Uranium Treatment (IXP) Sampling – The monthly uranium sampling was completed on August 5, 2024.
- Monthly Reporting – The District's Monthly Coliform Monitoring Report for August 2024 for all three water systems was sent to the SWRCB on August 30, 2024.
- Chromium-6 Sampling – Staff will continue to collect monthly Chromium-6 sampling until otherwise instructed.

Chlorination System Updates

- Chlorination Pumps – Staff conducted routine maintenance and inspections on all chlorine pumps and related equipment at well sites. Staff made necessary adjustments, repairing and/or rebuilding to ensure proper operation. Most chlorinator pumps continue to function properly, with only typical preventative maintenance required (i.e., repair of cracked chlorination suction/feed tubing).
- Chlorinator Pump Cleaning – Staff began cleaning all chlorinators two times per month with a vinegar-based solution to reduce chlorinator issues. All the chlorine pumps were cleaned twice during the month of August 2024. Below are a couple of photos of clogged chlorine injection quills that this on-going cleaning helps to prevent.





- Sodium Hypochlorite (Chlorine) Usage – During the month of August 2024, a total of 2,498 gallons of chlorine (12.5% solution strength) was used to disinfect the distribution system and our production facilities. (Reflects usage in the MSWD and ID-E water systems.)
- Chlorine Residuals at Production Well Sites – In August 2024, the Water Production staff checked and documented the chlorine residuals at all wells in use 254 times. The average chlorine residual of these readings was 0.92 ppm. (This data reflects the MSWD and ID-E water systems.)
- Distribution System Chlorine Residuals – During the month of August 2024, the Water Production staff checked and documented the chlorine residuals throughout the distribution system a total of 81 times. The average chlorine residual of these readings is 0.76 ppm. (This data reflects the MSWD and ID-E water systems.)

Well Soundings

Staff continued to sound the groundwater levels for 13 production wells and nine monitoring wells. Staff aim to complete these by the 15th of each month. Note: Well 34 is still off-line and staff are unable to collect the sounding data for this month. Completion of Well 34 is expected in September 2024.

Water Production Facility Updates

Staff oversees all water production sites, making necessary adjustments. They conduct monthly overflow maintenance as needed by climbing reservoirs. Staff also inspects reservoir roofs using a drone.

- Gateway Fire Pump Monthly Testing – Staff performed the monthly fire pump testing on August 26, 2024. All systems functioned properly. Water loss data was captured and entered onto our water loss tracking worksheet**.**
- Portable Generator Usage – There was an electrical outage at the Overhill and Gateway booster stations on August 15, 2024, due to a wildfire near Highway 62. Generators were deployed to ensure continued water production.



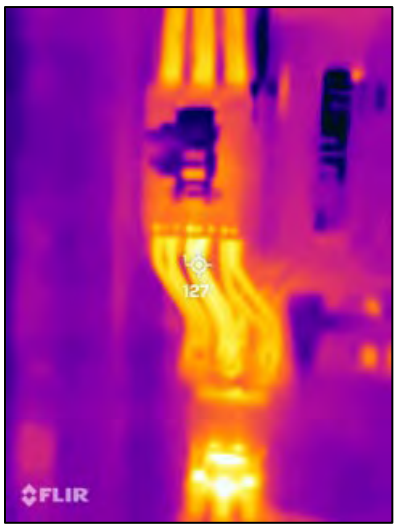


- Low Northridge Reservoir – The new electronically-controlled reservoir level control valve was installed on August 20, 2024, by the Water Production staff with the help of Construction & Maintenance. This valve is now operating correctly allowing for greater control, monitoring, and tank turnover.

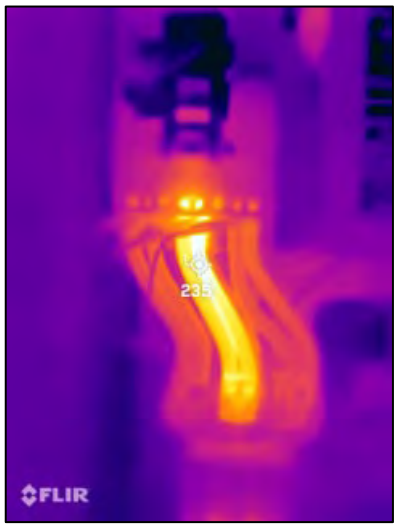




- Well 22 Electrical – Staff experienced a few electrical circuit trips at Well 22 in August 2024. Upon further investigation, the wire were not properly torqued, thus creating an excessive heat issue on one of the electrical phases (B-Phase). All wires were re-torqued to proper specifications and the load/heat is now evenly distributed. The random electrical circuit trips have ceased, and the well/motor is operating properly.







- Well 34 Rehabilitation – The contractor, Legend Pump, has completed much of this project. The well was operational this month and the Water Production staff started the flushing of the well to prepare it for its final disinfection. Once we have passing results from the BacT sampling, the Water Production staff will proceed with the reservoir cleaning and disinfection. We project this to be completed and the well to be operational by the end of September 2024. The photo below is the on-site pond that is being used to flush the well.



- Well 25 Header Leak – Water Production staff is working with Construction & Maintenance to complete a header modification/repair to eliminate a recurring lead at Well 25. We anticipate this to be completed in mid-September 2024.



Well 33 Solar Site

Staff continues to monitor the performance of the solar system. However, MSWD is still working with Kenwood Energy to review past maintenance reports and the current condition of the facility. They are also helping prepare an RFP for an O&M service contract. Kenwood Energy has reached out to Total Energies requesting maintenance data and repair log.

Water Report

Through continued development in the Desert Hot Springs area and at the request of new customers, water services are always being added. Below is a summary of new water services added each month.

New Service Connections to the Water System					
Fiscal Year	2024/25	2023/24	2022/23	2021/22	2020/21
July	9	5	6	18	7
August	14	14	28	19	6
September		19	22	23	18
October		4	16	33	13
November		9	10	27	10
December		5	9	9	2
January		5	26	14	15
February		3	14	8	13
March		6	29	19	16
April		11	24	6	11
May		9	16	19	15
June		3	5	1	24
Total	**23**	**93**	**205**	**196**	**150**

Additional water service connection information is provided in Appendix C.

As expected, the new water services increase the amount of water needed to be pumped; however, the weather and water conservation continue to be the primary factor in MSWD water production. The following table summarizes the MSWD water production by month.

Monthly Water Production (AF)							
	FY 2024/25	Variance from Prior Year		FY 2023/24	FY 2022/23	FY 2021/22	FY 2020/21
		AF	%				
July	939.07	149.08	18.87	751.79	796.57	857.77	853.23
August	818.63	80.89	10.96	850.19	839.93	885.31	795.18
September				716.03	738.65	784.80	757.08
October				691.98	665.18	755.84	709.39
November				599.39	679.85	690.13	619.87
December				554.27	565.48	588.32	537.23
January				530.39	580.28	537.96	553.20
February				490.41	527.34	495.61	520.85
March				500.37	601.44	625.80	557.73
April				552.34	624.07	649.34	573.02
May				726.25	745.36	723.62	698.99
June				682.09	730.02	761.63	806.02
Total	**1,757.70**	**229.97**	**15.05**	**7,645.50**	**8,094.17**	**8,356.13**	**7,981.79**

Additional water production information is provided in Appendix C.

PUBLIC AFFAIRS

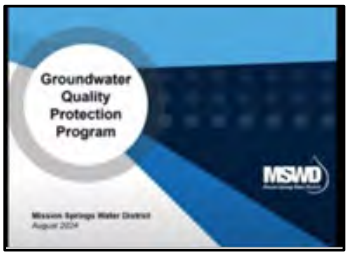
Past & Upcoming Sponsorships / Events

CASA Annual Conference: July 31 – August 2, 2024

General Manager Brian Macy, Board President Ivan Sewell, Director Amber Duff, and Director Russel Martin attended the California Association of Sanitation Agencies Annual Conference. Topics included pending legislation impacting wastewater providers and innovation/trends in the wastewater field.

Desert Water Agency Board Meeting: August 6, 2024

General Manager Brian Macy and Assistant General Manager Marion Champion presented at the Desert Water Agency (DWA) monthly board meeting, providing an update on the accomplishments of the District's Groundwater Quality Protection Program. The presentation was welcomed by the DWA Board, which pledged its future support in this area.



ACWA Region 9 Event: August 13, 2024

Directors Russ Martin, Ted Mayrhofen, and General Manager Brian Macy attended the ACWA Region 9 event, which addressed pressing workforce challenges of the water industry. Tomorrow's Talent Founder Dr. Dale Marsden offered a keynote titled, "Innovating the Water Workforce: What if we could build an intergenerational talent pipeline for the next 100 years?" Following the keynote, attendees were broken into roundtable groups to discuss specific tactics each agency is undertaking to ease workforce issues.

ACWA Live Webinar: August 20, 2024

MSWD staff attended a joint ACWA webinar in partnership with CalWEP and the League of California Cities that walked through the State Water Resources Control Board's recently adopted Making Conservation a California Way of Life Regulation. Under the new regulation, urban retail water suppliers must meet an urban water use objective, performance measures, and new reporting requirements. This webinar is part one of a two-part series that provides a higher-level overview of the regulation aimed at general managers, city managers, executive staff, and elected officials. Part two of the webinar series will be held this fall, focusing on implementation.



DVBA Bowling & Networking Event: August 28, 2024

Team MSWD joined others in the developer community for a bowling competition and networking event at Fantasy Springs in Indio. While the MSWD team didn't take home the top prize this month, they did represent the District well.

Urban Water Institute Annual Conference: August 21 – 23, 2024

Staff and Directors attended the Urban Water Institute Annual Conference. They heard from leading water experts on today's most pressing water management issues, including the Colorado River, workforce development, infrastructure financing, and additional issues facing the nation's water providers. The event concluded with an informative case study on the Flint, Michigan, water system and how that incident has had a lasting impression on public trust.

CSDA Annual Conference: September 9 – 12, 2024

Board and staff will attend the California Special Districts Association Annual Conference featuring keynote speakers Mike Rayburn and Dr. Elizabeth Lombardo, who will provide tips and guidance to improve your mindset and provide better organizational leadership.

MSWD Blood Drive: September 11, 2024



Mission Springs Water District is partnering with LifeStream Blood Bank to host a particular blood drive, honoring the tragic events that occurred on 9/11 with a meaningful act of kindness. These events are successful, with MSWD employees and community members signing up to give. MSWD will host another donation opportunity on November 13, 2024.

GCVCC Valley Mayors & Tribal Chairpersons Luncheon: September 13, 2024

Staff and members of the Board will attend the annual GCVCC All Valley Mayors & Tribal Chairpersons Luncheon, which will address a range of topics crucial to our thriving business community. Engaging discussions will encompass vital subjects such as tax policy, emerging industries, and business regulations.

Desert Health Care – Environmental Health Summit: September 20 – 21, 2024

Assistant General Manager Marion Champion will participate in a utility panel during the two-day summit presented by the Desert Healthcare District and Foundation. The summit includes a variety of panels, keynote speakers, and discussions on environmental health issues and public health impacts.



Water Talk: September 25, 2024



As the District promotes Emergency Preparedness Month, this month's Water Talk will feature speaker Jennifer Ramirez, the Emergency Services Coordinator from the County of Riverside Emergency Management Department. She will share best practices and essential preparation tips.

Nancy Wright Regional Wastewater Reclamation Facility Ribbon Cutting: September 27, 2024

Join us in celebrating this vital project, advancing MSWD's work as a Groundwater Guardian and protecting water supplies for generations to come. The Nancy Wright Regional Water Reclamation Facility will treat an additional 1.5 million gallons of wastewater per day. The expanded capacity will allow more homes currently using a septic tank system to connect to the treatment system. The facility will also support the addition of tertiary treatment in the future, providing recycled water to enhance water conservation efforts.



If any other events occur throughout the month, they will be communicated either from the Public Affairs team or Dori Petee.

Youth & Education Programs

Desert Hot Springs High School REAL Academy Fall MSWD Internship Interviews

In partnership with the Desert Hot Springs High School REAL Academy, MSWD interviewed students for the Fall 2024 internship program. Through this effort, students learned how to submit an online application, prepare a resume, and participate in a panel interview, which is common for public organizations.

Starting mid-September 2024, four of the 12 students interviewed will work in our Accounting, Customer Service, Water Production, and Wastewater departments. These students will gain valuable experience and knowledge about the functions of a water district and hopefully develop a spark to work toward a career in water.





2025 Calendar Contest

MSWD has once again launched its annual calendar drawing contest – calling for student artwork focused on conservation & groundwater protection. The contest is taking place now through October 2, 2024. Open to all K-12 students at schools within the MSWD service area, each student may submit one drawing that should focus on one message. Twelve winners will have their water conservation or groundwater protection drawings published in the District's 2025 community calendar and will be given a gift card.

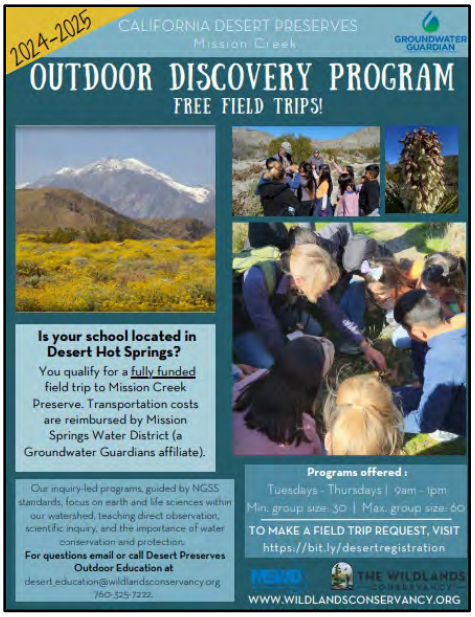
MSWD has employed a multifaceted approach to promoting the competition. An article is featured in El Informador, the front page of the Uken Report, and ads across Google and social media platforms such as Facebook and Instagram, all inviting local students to participate. Emails have also been sent directly to parents and all schools within the District boundaries, as well as the Desert Hot Springs Recreation Center, inviting them to have their students participate.



Mission Creek Tours

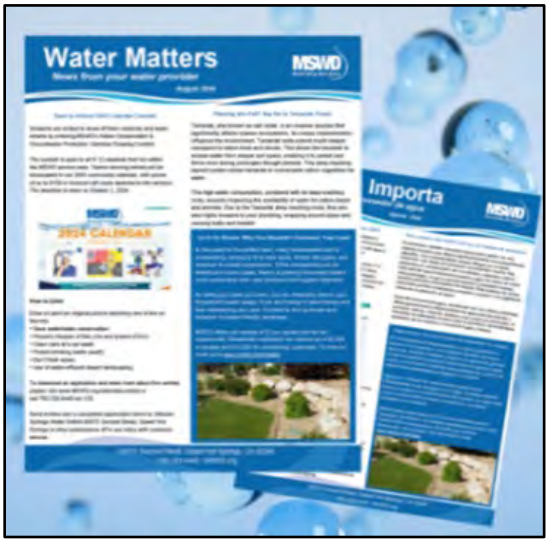
MSWD is once again proud to partner with the Wildlands Conservancy to provide school tours of the Mission Creek preserve, highlighting groundwater protection and groundwater sources in our subbasin.

Schools within the MSWD service area can qualify for FREE bus transportation to and from the preserve courtesy of MSWD. For more information, please get in touch with MSWD at publicaffairs@mswd.org.



Public & Media Outreach

Customer Newsletter



Our August Water Matters newsletter features information about MSWD's 2025 Student Calendar Contest, Say No to Tamarisk Trees, and Let it Go Brown, Why You Shouldn't Overseed. A copy of the newsletter is included in Appendix E.

August is Water Quality Month

August is dedicated to raising awareness about the importance of clean water and protecting our precious water resources. The United Nations and the Environmental Protection Agency (EPA) declared August as National Water Quality Month in 2005. MSWD recently added water quality information to its website and continues to promote water education awareness whenever possible.



Legislative Update

Federal: Plumbing Repair and Efficiency Assistance Program

As our water and sewer systems continue to age, the costs of maintaining and replacing these essential systems are expected to increase, putting more upward pressure on water and sewer bills. The Alliance for Water Efficiency believes the federal government has a unique opportunity to help make water affordable for more low-income households. MSWD is joining a coalition of water providers to promote the creation of this program. Additional Federal updates are available in Appendix D.

State: Several Key Bills Advance to the Governor's Desk for Signature

SB 1072 (Padilla) Local government: Proposition 218: remedies – This bill would correct an imbalance in the Proposition 218 framework wherein a litigant or class of litigants, upon demonstrating that imposed rates were excessive relative to the actual cost of service, become entitled to a refund that exceeds the funds available to the agency as a result of collecting Proposition 218-limited revenues. Under this bill, the excess revenue would be used only to credit the amount of the fee or charge attributable to the violation against the amount of the revenues required to provide the property-related service unless a refund is explicitly provided for by statute. This bill was sent to the Governor for signature on August 29, 2024.

AB 1827 (Papan) Local government: fees and charges: water: higher consumptive water parcels – This bill would permit the inclusion of the incrementally higher costs of water service due to the higher water usage demand of parcels, the maximum potential water use, projected peak water usage, or any combination of those factors in the fees or charges for property-related water service. The bill would declare its provisions to be declaratory of existing law. This bill was sent to the Governor for signature on August 27, 2024.

AB 2257 (Wilson) Local government: property-related water and sewer fees and assessments: remedies – This bill would reduce agencies' exposure to adverse judicial intervention by requiring a potential litigant to participate in the Proposition 218 rate-setting process provided the agency abides by specified procedures established by this bill. A person would be prohibited from bringing a judicial action or proceeding alleging noncompliance with Proposition 218's provisions unless that person had, in a timely manner, as part of the original Proposition 218 rate-setting process, submitted to the local agency a written objection to that fee or assessment that specifies the grounds for alleging noncompliance. Should this occur, a court would nonetheless be limited in its review to the record of proceedings before the local agency for that fee or assessment, which would include that written objection, among other items. Limited exceptions exist for the admission of additional evidence outside the record of proceedings before the local agency. This bill was sent to the Governor for signature on August 27, 2024.

Climate Resilience Bond on the November Ballot – The Legislature passed SB 867 (Allen), a $10 billion climate resilience bond on July 3, 2024. Signed into law, this measure will appear on the November 5, 2024, ballot as Proposition 4. It proposes $2.91 billion in funding for nine of the 10 water-related categories, including significant funding for safe drinking water and dam safety projects. At the same time, the level of funding for the 10

categories is less than one-third of the bond, and funding levels are very low for some categories that are fundamental to water management.

MSWD Digital Advertising

For the month of August 2024, the District featured three Google and Facebook/Instagram ads promoting various MSWD programs. The Google campaign had substantial gains, garnering 413.91 impressions, an increase of almost 66,000 from last month, and 2,591 link clicks, an increase of 728 from last month. Our Facebook ads also had substantial gains, garnering more than 324,557 impressions and 434 link clicks. A full report is included in Appendix E.



Social Media

A copy of the August 2024 social media report can be found in Appendix E. This report highlights activities and posts on the District's social media platforms. Some of our most engaging posts included the DHS REAL Academy Interns, Worker Wednesday "It takes a Team", and the National Backflow Day posts. The most shared posts were "We Are Hiring", Turf Rebates, Protect Our Water, and Backflow Theft Notice. The posts with the highest reach were the Educator Tours, Worker Wednesday "It takes a Team", and Protect Our Water, Backflow Theft Notice. We had notable gains on Instagram this month with 18 new followers, an increase of 297.1% in impressions, 307.9% reach, and a 154% increase in views.



CV Water Counts

In August 2024, digital marketing efforts led to 296K display ad impressions, 15,282 search ad impressions, and 82,185 video impressions on Google. The website attracted 3,989 users and 5,251 sessions, with the "Conservation Tips" page being the most visited at 4.6K views. Plant of the Month also, perhaps well on an ongoing basis. Social media engagement was solid, with Facebook ads reaching 75,253 impressions and Instagram posts garnering 46,916 impressions, showing strong community interest in water-saving tips.



Rebates & Conservation

The Public Affairs team continued to promote rebates and conservation throughout our service territory during August 2024.

Rebate Type	Total Rebates for August 2024	Total Rebates for August 2024
Toilet	2	$200.00
Turf	0	$0.00
Clothes Washer	0	$0.00
Smart Controller	3	$528.44
Conservation Kit	1	-

Bottled Water Tracking Report

Date Supplied	Requested By	Event or Purpose	Cases Requested
08/01/2024	Living World LTD	Back to School Events @ DHS Campus	10
08/06/2024	DHS PD	Traffic Accidents, Crime Scenes, and Community Events	5
08/08/2024	Rashad Tarantino	Senior Center	1
		Total	**16**

APPENDIX A – Finance & Accounting Information

MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - ONGOING
JULY 31, 2024

JOBNO	PROJECT TITLE	BEG BAL 07-01-2024	YEAR TO DATE 07-31-24	2024 BUDGET	FY 2024 BUDGET TO ACTUAL	TOTAL COST	ADOPTED BUDGET	BALANCE OF BUDGET	DEPARTMENT RESPONSIBLE
11147	WELL #42 (NEAR TO EXISTING WELL # 22)	3,208,709.01	5,320.27	0.00	-5,320.27	3,214,029.28	4,973,000.00	1,758,970.72	ENGINEERING
11424	REGIONAL WASTEWATER TREATMENT PLANT	51,387,547.85	15,767.44	0.00	-15,767.44	51,403,315.29	53,049,300.00	1,645,984.71	ENGINEERING
11425	AREA M-2 (AD #15)	709,954.24	113.65	0.00	-113.65	710,067.89	11,450,000.00	10,739,932.11	ENGINEERING
11426	CONVEYANCE LINE FROM LS TO RWWTP	7,078,128.60	5,724.72	0.00	-5,724.72	7,083,853.32	8,300,000.00	1,216,146.68	ENGINEERING
11451	CHROMIUM 6 COMPLIANCE STUDY	64,726.19	0.00	0.00	0.00	64,726.19	200,000.00	135,273.81	ENGINEERING
11456	HWWTP INFL. PUMP STATION ODOR CONTROL	647,969.84	0.00	0.00	0.00	647,969.84	730,000.00	82,030.16	ENGINEERING
11566	DESIGN & ENGINEERING AREAS H & I	336,320.57	0.00	0.00	0.00	336,320.57	460,000.00	123,679.43	ENGINEERING
11610	VISTA RESERVOIR NO. 2	127,027.61	0.00	0.00	0.00	127,027.61	975,427.00	848,399.39	ENGINEERING
11611	WELL REHABILITATION PROGRAM - WELL 22	609,264.22	599.97	0.00	-599.97	609,864.19	1,560,000.00	950,135.81	PRODUCTION
11618	DESIGN & ENGINEERING FOR AREAS A & G	573,106.23	44.79	0.00	-44.79	573,151.02	1,600,000.00	1,026,848.98	ENGINEERING
11621	ADMIN BUILDING	1,853,431.73	60,245.25	0.00	-60,245.25	1,913,676.98	33,300,000.00	31,386,323.02	ADMINISTRATION
11657	SEWER SYSTEM COLLECTIONS	561,007.76	0.00	0.00	0.00	561,007.76	750,000.00	188,992.24	ENGINEERING
11666	EMERGENCY BACKUP GENERATOR WELL 27/31	21,859.56	0.00	0.00	0.00	21,859.56	411,002.00	389,142.44	ENGINEERING
11667	EMERGENCY BACKUP GENERATOR WELL 32	21,767.00	0.00	0.00	0.00	21,767.00	300,331.00	278,564.00	ENGINEERING
11668	EMERGENCY BACKUP GENERATOR WELL 37	21,803.56	0.00	0.00	0.00	21,803.56	300,331.00	278,527.44	ENGINEERING
11693	GQPP AREA D3-1 SEWER DESIGN	10,126.62	4,355.02	0.00	-4,355.02	14,481.64	156,000.00	141,518.36	ENGINEERING
11716	PORTABLE BOOSTER/TRANSFER PUMP	148,226.35	0.00	0.00	0.00	148,226.35	180,000.00	31,773.65	PRODUCTION
11717	TRAILER MOUNTED PORTABLE GENERATORS	487,220.74	0.00	0.00	0.00	487,220.74	537,375.00	50,154.26	CONSTRUCTION & MAINT.
11720	WELL REHAB PROGRAM DESIGN - 2022 FY	68,918.31	0.00	0.00	0.00	68,918.31	120,000.00	51,081.69	PRODUCTION
11741	35C WELL REHABILITATION	28,729.59	72.24	0.00	-72.24	28,801.83	2,700,000.00	2,671,198.17	ENGINEERING
11742	34C WELL REHABILITATION	624,315.45	2,086.89	0.00	-2,086.89	626,402.34	744,000.00	117,597.66	ENGINEERING
11743	INSTALL 18-INCH INTERTIE LINE	3,174.77	222.62	0.00	-222.62	3,397.39	1,100,000.00	1,096,602.61	ENGINEERING
11769	19TH-20TH AVES & LITTLE MORONGO ROADWAY PROJECT	120,229.09	0.00	0.00	0.00	120,229.09	309,000.00	188,770.91	ENGINEERING
11776	ENERGY CONSERVATION AND EFFICIENCY SVCS PLAN	63,160.06	16,129.95	0.00	-16,129.95	79,290.01	150,000.00	70,709.99	ADMINISTRATION
11790	2024 - NEW METERS 3/4" - 2"	308,086.20	5,614.62	0.00	-5,614.62	313,700.82	350,000.00	36,299.18	FIELD SERVICES
11809	13TH AVE DAMAGE: TSTORM HILARY	177,490.86	3,956.55	0.00	-3,956.55	181,447.41	200,000.00	18,552.59	ENGINEERING
11810	THOMAS DR DAMAGE: TSTORM HILARY	33,158.02	7,896.85	0.00	-7,896.85	41,054.87	250,000.00	208,945.13	ENGINEERING
11811	INDIAN CANYON DAMAGE: TSTORM HILARY	17,740.48	0.00	0.00	0.00	17,740.48	230,000.00	212,259.52	ENGINEERING
11813	MISSION LAKES DAMAGE: TSTORM HILARY	32,546.29	3,017.21	0.00	-3,017.21	35,563.50	525,000.00	489,436.50	ENGINEERING
11837	GIS ESRI - SBITA	47,976.75	23,461.03	0.00	-23,461.03	71,437.78	140,000.00	68,562.22	FIELD SERVICES
11838	GIS CITYWORKS - SBITA	0.00	35,682.22	0.00	-35,682.22	35,682.22	270,000.00	234,317.78	FINANCE
TOTAL		69,393,723.55	190,311.29	0.00	-190,311.29	69,584,034.84	126,320,766.00	56,736,731.16	

31 records listed

MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - PAUSED
JULY 31, 2024

		BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
JOBNO	PROJECT TITLE	07-01-2024	07-31-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
11087	HORTON WWTP EXPANSION #5	152,615.52	0.00	0.00	0.00	152,615.52	13,404,000.00	13,251,384.48	ENGINEERING
11159	1530 ZONE REDBUD TANK #2 LAND AND CONSTR	70,708.46	0.00	0.00	0.00	70,708.46	80,000.00	9,291.54	ENGINEERING
11205	I-10 & INDIAN SEWER COLLECTION SYSTEM	594,668.44	0.00	0.00	0.00	594,668.44	652,000.00	57,331.56	ENGINEERING
11472	AREA J-2	293,853.72	0.00	0.00	0.00	293,853.72	300,000.00	6,146.28	ENGINEERING
11556	HWWTP ASU DEMOLITION	45,077.20	0.00	0.00	0.00	45,077.20	167,275.00	122,197.80	ENGINEERING
11557	HWWTP PERCOLATION PONDS (2)	350,213.58	0.00	0.00	0.00	350,213.58	380,000.00	29,786.42	WASTEWATER
11598	BLOCK WALL AT CORP YARD & WASTEWATER FACILITY	1,451.86	0.00	0.00	0.00	1,451.86	155,000.00	153,548.14	ENGINEERING
11599	BLOCK WALL/FENCE AT TERRACE RESERVOIR	25,947.91	0.00	0.00	0.00	25,947.91	226,288.00	200,340.09	ENGINEERING
11600	BOOSTER PUMP REHAB PROGRAM	119,375.93	0.00	0.00	0.00	119,375.93	150,000.00	30,624.07	PRODUCTION
11601	MODULAR ENCL FOR CHLORINE EQUIP AT WELL SITES	88,417.25	0.00	0.00	0.00	88,417.25	124,180.00	35,762.75	PRODUCTION
11604	PAVEMENT REPAIRS - CORP YARD	43,757.39	0.00	0.00	0.00	43,757.39	345,575.00	301,817.61	ENGINEERING
11607	TERRACE RESERVOIR NO. 1	30,667.76	0.00	0.00	0.00	30,667.76	2,754,343.00	2,723,675.24	ENGINEERING
11608	TERRACE RESERVOIR NO. 2	32,374.80	0.00	0.00	0.00	32,374.80	2,814,461.00	2,782,086.20	ENGINEERING
11609	TERRACE RESERVOIR NO. 3	30,882.54	0.00	0.00	0.00	30,882.54	2,361,363.00	2,330,480.46	ENGINEERING
11613	HWWTP ABOVE GROUND PIPING & APPURTENANCE REHAB	343.68	0.00	0.00	0.00	343.68	150,000.00	149,656.32	ENGINEERING
11617	HWWTP SCADA UPGRADES	40,080.36	0.00	0.00	0.00	40,080.36	129,008.00	88,927.64	WASTEWATER
11622	2020 WATER CIP PIPELINE REPLACEMENT	275,188.54	0.00	0.00	0.00	275,188.54	2,264,975.00	1,989,786.46	ENGINEERING
11665	WELL AND RESERVOIR SITES SECURITY CAMERAS	2,366.86	0.00	0.00	0.00	2,366.86	225,075.00	222,708.14	PRODUCTION
11689	FILTRATION FOR HWWTP	108,952.07	0.00	0.00	0.00	108,952.07	1,500,000.00	1,391,047.93	ENGINEERING
11691	MUNICODE WEBSITE	9,021.78	0.00	0.00	0.00	9,021.78	31,000.00	21,978.22	ADMINISTRATION
11692	MUNICODE AGENDA	7,214.25	0.00	0.00	0.00	7,214.25	20,000.00	12,785.75	ADMINISTRATION
11733	ADMINISTRATION OFFICE REPAIRS DRYWL/PAINT	35,339.27	0.00	0.00	0.00	35,339.27	135,000.00	99,660.73	ADMINISTRATION
TOTAL		2,358,519.17	0.00	0.00	0.00	2,358,519.17	28,369,543.00	26,011,023.83	
22 records listed									

MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - NOT STARTED
JULY 31, 2024

		BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
JOBNO	PROJECT TITLE	07-01-2024	07-31-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
11460	WELL 29 CHROMIUM 6 TREATMENT DESIGN	0.00	0.00	0.00	0.00	0.00	200,000.00	200,000.00	ENGINEERING
11719	RESERVOIR REHAB PROGRAM DESIGN - 2022 FY	0.00	0.00	0.00	0.00	0.00	120,000.00	120,000.00	PRODUCTION
11737	PIERSON BLVD SLURRY SEAL PROJECT	0.00	0.00	0.00	0.00	0.00	183,000.00	183,000.00	ENGINEERING
11738	RIVERSIDE CTY MOUNTAIN VIEW RESURFACING PROJ	0.00	0.00	0.00	0.00	0.00	33,000.00	33,000.00	ENGINEERING
11789	WACHS ERV-750 VALVE MACHINE	0.00	0.00	0.00	0.00	0.00	42,000.00	42,000.00	CONSTRUCTION & MAINT.
11791	ERP SYSTEM REPLACEMENTS	0.00	0.00	0.00	0.00	0.00	1,710,000.00	1,710,000.00	INNOVATION & TECHNOLOGY
11812	LITTLE MORONGO DAMAGE: TSTORM HILARY	0.00	0.00	0.00	0.00	0.00	30,000.00	30,000.00	ENGINEERING
11829	GEHL TH842 TELEHANDLER	0.00	0.00	0.00	0.00	0.00	177,817.00	177,817.00	WASTEWATER
11830	CASE 570N EP SKIP LOADER	0.00	0.00	0.00	0.00	0.00	124,500.00	124,500.00	WASTEWATER
11831	JOHN DEERE GATOR TE MODEL (1 OF 2)	0.00	0.00	0.00	0.00	0.00	16,000.00	16,000.00	WASTEWATER
11832	JOHN DEERE GATOR TX MODEL (2 OF 2)	0.00	0.00	0.00	0.00	0.00	16,000.00	16,000.00	ENGINEERING
11839	JOHN DEERE JD210P SKIP LOADER	0.00	0.00	0.00	0.00	0.00	157,300.00	157,300.00	CONSTRUCTION & MAINT.
11840	VACUUM EXTRACTOR	0.00	0.00	0.00	0.00	0.00	143,000.00	143,000.00	CONSTRUCTION & MAINT.
11841	WACHS ERV-750 VALVE MACHINE	0.00	0.00	0.00	0.00	0.00	45,000.00	45,000.00	CONSTRUCTION & MAINT.
11842	WALK BEHIND TRENCHER	0.00	0.00	0.00	0.00	0.00	12,100.00	12,100.00	CONSTRUCTION & MAINT.
11843	AXLE WEIGHING SYSTEM	0.00	0.00	0.00	0.00	0.00	15,070.00	15,070.00	WASTEWATER
11844	BELT PRESS HOIZONTAL SCREW REPLACEMT	0.00	0.00	0.00	0.00	0.00	22,775.00	22,775.00	WASTEWATER
11845	HEADWORKS GRIT CLASSIFIER SCREW REPLACEMT	0.00	0.00	0.00	0.00	0.00	96,076.00	96,076.00	WASTEWATER
11846	AVILIGON CAMERA SYSTEM (HORTON)	0.00	0.00	0.00	0.00	0.00	71,886.00	71,886.00	WASTEWATER
11847	JWC AUGER REPLACEMENT	0.00	0.00	0.00	0.00	0.00	28,898.00	28,898.00	WASTEWATER
11848	ODOR CONTROL GREASE FILTER	0.00	0.00	0.00	0.00	0.00	17,000.00	17,000.00	WASTEWATER
11849	PSC - WPSV INTERTIE	0.00	0.00	0.00	0.00	0.00	358,010.00	358,010.00	ENGINEERING
11850	WATERLINE REPLACEMENT(S): EASEMENTS	0.00	0.00	0.00	0.00	0.00	64,000,000.00	64,000,000.00	ENGINEERING
11851	CHLORINE ENCLOSURES	0.00	0.00	0.00	0.00	0.00	169,474.00	169,474.00	PRODUCTION
11852	GATEWAY PLC UPGRADE	0.00	0.00	0.00	0.00	0.00	23,150.00	23,150.00	PRODUCTION
11853	HIGHLAND SOLAR & COMMUNICATIONS UPGRADE	0.00	0.00	0.00	0.00	0.00	23,442.00	23,442.00	PRODUCTION
11854	LITTLE MORONGO BOOSTER INSTALL	0.00	0.00	0.00	0.00	0.00	167,605.00	167,605.00	PRODUCTION
11855	LOW DESERT VIEW BOOSTER REHAB	0.00	0.00	0.00	0.00	0.00	69,304.00	69,304.00	PRODUCTION
11856	QUAL ALTITUDE VALVE UPGRADE	0.00	0.00	0.00	0.00	0.00	40,033.00	40,033.00	PRODUCTION
11857	SCADA SERVER UPGRADE	0.00	0.00	0.00	0.00	0.00	24,341.00	24,341.00	PRODUCTION
11858	TERRACE BOOSTER REHAB PROJECT	0.00	0.00	0.00	0.00	0.00	119,304.00	119,304.00	PRODUCTION
11859	TERRACE CLA-VAL REPLACEMENT	0.00	0.00	0.00	0.00	0.00	112,617.00	112,617.00	PRODUCTION
11860	WELL 25A REHABILITATION	0.00	0.00	0.00	0.00	0.00	104,211.00	104,211.00	PRODUCTION
11861	WELL 26A FENCING/ELEC POLE PROJECT	0.00	0.00	0.00	0.00	0.00	56,901.00	56,901.00	PRODUCTION
11862	M-2 WATERLINE REPLACEMENT	0.00	0.00	0.00	0.00	0.00	3,574,309.00	3,574,309.00	ENGINEERING
TOTAL		0.00	0.00	0.00	0.00	0.00	72,104,123.00	72,104,123.00	
35 records listed									

MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - COMPLETED
JULY 31, 2024

JOBNO	PROJECT TITLE	BEG BAL 07-01-2024	YEAR TO DATE 07-31-24	2024 BUDGET	FY 2024 BUDGET TO ACTUAL	TOTAL COST	ADOPTED BUDGET	BALANCE OF BUDGET	DEPARTMENT RESPONSIBLE
10371	SEWER LINE ENCASEMENT I-10 CROSSING @ INDIAN	251,972.22	0.00	0.00	0.00	251,972.22	251,972.00	-0.22	ENGINEERING
10693	WELL SITE-WORSLEY RD NORTH-27 ACRES	39,326.00	0.00	0.00	0.00	39,326.00	39,326.00	0.00	ENGINEERING
10702	WELL SITE WORSLEY-ENV/ENG	2,404.50	0.00	0.00	0.00	2,404.50	2,405.00	0.50	ENGINEERING
10969	PRELIM DESIGN/ENG HORTON WWTP EXP# 5	171,702.93	0.00	0.00	0.00	171,702.93	171,703.00	0.07	ENGINEERING
11032	FINAL DESIGN HORTON WWTP EXP #5	940,340.32	0.00	0.00	0.00	940,340.32	940,340.00	-0.32	ENGINEERING
11076	WELL #38 DESIGN & ENVIRONMENTAL	366,443.48	0.00	0.00	0.00	366,443.48	375,000.00	8,556.52	ENGINEERING
11088	EIR HORTON WWTP EXPANSION #5	71,415.62	0.00	0.00	0.00	71,415.62	71,416.00	0.38	ENGINEERING
11282	MISSION CREEK - 80 ACRES	325,077.18	0.00	0.00	0.00	325,077.18	328,000.00	2,922.82	ENGINEERING
11392	WELL & BOOSTER SCADA ENHANCEMENT	29,207.20	0.00	0.00	0.00	29,207.20	30,000.00	792.80	PRODUCTION
11498	HWWTP PERCOLATION POND REHAB	28,181.34	0.00	0.00	0.00	28,181.34	42,000.00	13,818.66	WASTEWATER
11602	ELECTRICAL PANEL/MOTOR REHAB (3 SITES)	700,272.63	0.00	0.00	0.00	700,272.63	741,404.00	41,131.37	PRODUCTION
11787	JOHN DEERE 3032E COMPACT UTILITY TRAILER	30,405.00	0.00	32,000.00	32,000.00	30,405.00	32,000.00	1,595.00	WASTEWATER
11788	MUFFIN MONSTER 6" INLINE GRINDER	16,197.28	0.00	15,100.00	15,100.00	16,197.28	17,100.00	902.72	WASTEWATER
TOTAL		2,972,945.70	0.00	47,100.00	47,100.00	2,972,945.70	3,042,666.00	69,720.30	

13 records listed

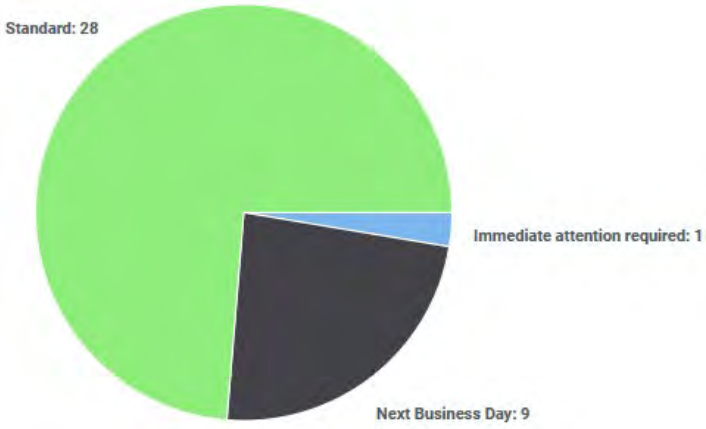
APPENDIX B – Innovation & Technology Information

INTELESYS
IT for Public Sector

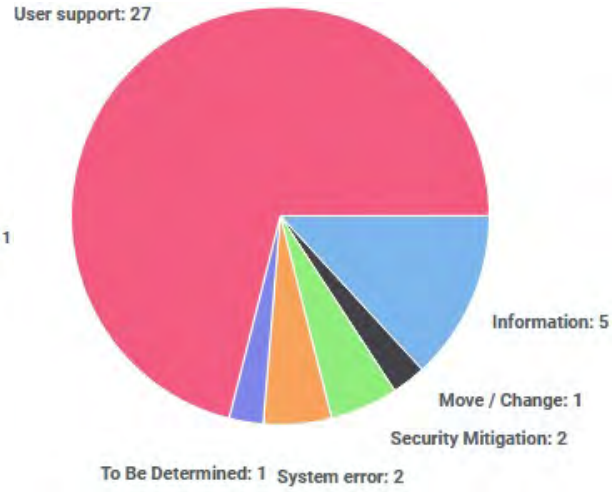
Mission Springs — August, 2024 Client report

Client Activity Report and Analysis

Tickets received by Priority



Tickets received By Type



Client Service Rating	
Overall Satisfaction	100%
Number of Service Requests	39
Number of Survey Responses	1
Response Rate	2.5%

Tickets Received	**38**
Tickets Closed	**39**
Ticket MTTR	**15 hr.**

Client Hours — June

Hours on SOs	101
Hours on Projects	7
Meeting Hours	8
TOTAL HOURS	116

securing Technology

INTELESYS
IT for Public Sector

Mission Springs — August, 2024 Client report

August Client Meetings

Meeting Title	Topics	Time Allocated
Weekly Technology Review (During Onboarding)	• Crowdstrike board review • ProofPoint vs Mail Assure • Cybersecurity presentation • RingCentral contract	8 hours

Client Pending Projects

Project Title	Purpose
Mail Filter Solution	Protect email from SPAM
Laserfiche Cloud	Migrate to hosted solution— free up local resources
Server Refresh	Replace server host with new equipment due to age
Network Refresh & Re-design	Replace aging hardware and design for optimal segregation

APPENDIX C – Wastewater & Water Production Tables

WASTEWATER REPORT

SEWER CONNECTION SUMMARY														
	2024/25	2023/24	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
July	9	4	4	18	8	7	9	51	2	1	139	2	0	0
August	7	12	26	20	4	1	8	53	2	4	214	4	0	2
September		17	20	20	5	2	12	8	11	2	90	2	1	0
October		3	13	36	9	4	8	12	4	21	65	8	2	1
November		7	8	29	50	10	9	7	7	1	52	18	7	3
December		21	8	12	9	3	3	64	1	0	86	22	11	2
January		2	35	14	21	7	1	16	8	3	27	3	11	1
February		1	4	7	23	5	1	42	0	3	5	46	6	1
March		1	24	17	48	1	0	23	5	0	31	16	2	1
April		7	16	7	18	3	3	15	30	0	8	95	14	3
May		8	9	16	17	11	3	20	45	7	13	98	3	2
June		0	4	2	21	7	3	6	70	4	4	72	2	0
Annual	**16**	**83**	**171**	**198**	**233**	**61**	**60**	**317**	**185**	**46**	**734**	**386**	**59**	**16**

Connections to Sewer Collection System:

As of June 30, 2024	8,919
Plus YTD	16
Total Sewer Connections =	**8,935**

WASTEWATER FLOW MGD						
	HORTON PLANT		DESERT CREST		WRIGHT PLANT	
2024/25	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	2.065945	2.184078	0.039738	0.046230	0.000000	0.000000
August	2.132868	2.253870	0.045258	0.063150	0.000000	0.000000
September						
October						
November						
December						
January						
February						
March						
April						
May						
June						

WASTEWATER FLOW MGD						
	HORTON PLANT		DESERT CREST		WRIGHT PLANT	
2023/24	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.922043	2.149212	0.050983	0.071200	0.000000	0.000000
August	1.929369	2.592078	0.047453	0.067540	0.000000	0.000000
September	2.037218	2.182773	0.046081	0.055570	0.000000	0.000000
October	2.050049	2.173503	0.040804	0.051000	0.000000	0.000000
November	2.065661	2.265582	0.046158	0.059550	0.000000	0.000000
December	2.037725	2.208722	0.045566	0.057730	0.000000	0.000000
January	2.014687	2.152567	0.045226	0.049620	0.000000	0.000000
February	1.999080	2.184408	0.047016	0.053920	0.000000	0.000000
March	2.075331	2.301861	0.047050	0.054740	0.000000	0.000000
April	2.059142	2.222371	0.040275	0.047630	0.000000	0.000000
May	1.983604	2.113440	0.036827	0.040730	0.000000	0.000000
June	1.982771	2.091744	0.039008	0.046700	0.000000	0.000000

WATER REPORT

WATER CONNECTION SUMMARY

	2024/25	2023/24	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13
July	9	5	6	18	7	4	5	7	2	0	0	1	0
August	14	14	28	19	6	10	5	3	2	2	0	1	0
September		19	22	23	18	2	14	4	13	3	0	2	2
October		4	16	33	13	3	21	8	3	20	0	5	1
November		9	10	27	10	16	4	0	7	3	0	1	0
December		5	9	9	2	17	3	3	2	0	0	2	0
January		5	26	14	15	6	3	20	1	1	2	2	0
February		3	14	8	13	8	5	11	1	0	1	0	1
March		6	29	19	16	2	3	6	5	0	12	0	0
April		11	24	6	11	1	3	7	11	2	7	0	1
May		9	16	19	15	12	5	11	9	8	2	0	1
June		3	5	1	24	11	2	8	2	10	1	0	0
Annual	**23**	**93**	**205**	**196**	**150**	**92**	**73**	**88**	**58**	**49**	**25**	**14**	**6**
Avg./ Mo.	**1.92**	**7.75**	**17.08**	**16.33**	**12.50**	**7.67**	**6.08**	**7.33**	**4.83**	**4.08**	**2.08**	**1.17**	**0.50**

Connections to Water System:

As of June 30, 2024	13,636
Plus YTD	23
Total Water Connections =	**13,659**

WATER PRODUCTION SUMMARY

	FY 2024/25	Variance from prior year		FY 2023/24	FY 2022/23	FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18	FY 2016/17	FY 2015/16	FY 2014/15
	AF	AF	%	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
July	939.07	149.08	18.87%	789.99	751.79	796.57	857.77	853.23	857.20	835.87	714.50	659.11	859.00
August	818.63	80.89	10.96%	737.74	850.19	839.93	885.31	795.18	806.47	829.93	808.54	706.62	730.71
September		0.00	0.00%	675.06	716.03	738.65	784.80	757.08	689.47	712.40	679.54	657.37	800.67
October		0.00	0.00%	709.23	691.98	665.18	755.84	709.39	709.81	733.86	678.33	575.86	716.30
November		0.00	0.00%	629.05	599.39	679.85	690.13	619.87	631.75	642.41	601.89	582.22	533.69
December		0.00	0.00%	529.99	554.27	565.48	588.32	537.23	502.16	584.24	520.63	503.10	590.83
January		0.00	0.00%	556.57	530.39	580.28	537.96	553.20	570.20	599.52	465.10	431.38	526.86
February		0.00	0.00%	458.69	490.41	527.34	495.61	520.85	415.49	512.79	453.39	483.92	506.49
March		0.00	0.00%	560.24	500.37	601.44	625.80	557.73	490.92	536.09	549.50	514.05	614.94
April		0.00	0.00%	649.67	552.34	624.07	649.34	573.02	635.08	644.06	540.56	502.36	622.58
May		0.00	0.00%	696.24	726.25	745.36	723.62	698.99	598.36	697.15	731.81	601.83	590.28
June		0.00	0.00%	700.11	682.09	730.02	761.63	806.02	710.39	688.74	732.68	685.93	706.34
TOTAL	**1,757.70**	**229.97**	**15.05%**	**7,692.58**	**7,645.50**	**8,094.17**	**8,356.13**	**7,981.79**	**7,617.30**	**8,017.06**	**7,476.47**	**6,903.75**	**7,798.69**

APPENDIX D – Federal Update from Carpi & Clay

CARPI & CLAY

Mission Springs Water District
Federal Update

August 29, 2024

FY25 Appropriations Update

The House and Senate are scheduled to return from the August recess on September 9th and will have three legislative weeks before the end of the federal fiscal year on September 30th. During those three weeks, Congress will need to pass a Continuing Resolution (CR) to avoid a government shutdown. Currently, there does not appear to be an appetite for a shutdown this close to the November election. The exact date of the CR has not yet been determined, but it will be sometime after the November 5th election. When Congress returns to Washington, DC after the election, they will decide how best to proceed with the Fiscal Year (FY) 2025 appropriations bills. The chart below outlines the status of each of the twelve appropriations bills in both the House and the Senate.

FY25 Appropriations Bills	House Subcommittee Allocation (in billions)	Senate Subcommittee Allocations (in billions)	Passed House Committee	Passed Senate Committee	Passed House
Agriculture-Rural Development	$25.873	$27.049	7/10 by a vote of 29-26	7/11 by a vote of 27-0	
Commerce-Justice-Science	$78.288	$69.235	7/9 by a vote of 31-26	7/24 by a vote of 26-3	
Defense	$833.053	$830.865	6/13 by a vote of 34-25	8/1 by a vote of 28-0	6/28 by a vote of 217-198
Energy-Water Development	$59.19	$61.467	7/9 by a vote of 30-26	8/1 by a vote of 28-0	
Financial Services	$23.608	$21.175	6/13 by a vote of 33-24	8/1 by a vote of 27-0	
Homeland Security	$64.805	$60.516	6/12 by a vote of 33-26		6/28 by a vote of 212-203
Interior-Environment	$37.739	$37.65	7/9 by a vote of 29-25	7/24 by a vote of 28-1	7/24 by a vote of 210-205
Labor-HHS	$186.586	$198.655	7/10 by a vote of 31-25	8/1 by a vote of 25-3	

Legislative Branch	$7.125	$7.0	6/13 by a vote of 33-24	7/11 by a vote of 27-0	Failed on 7/11 by a vote of 205-213
MilCon-VA	$147.520	$148.876	5/23 by a vote of 34-25	7/11 by a vote of 27-0	6/5 by a vote of 209-197
State-Foreign Ops	$51.713	$55.705	6/12 by a vote of 31-26	7/24 by a vote of 24-5	6/5 by a vote of 212-200
Transportation-Housing and Urban Development	$90.4	$87.707	7/10 by a vote of 31-26	7/24 by a vote of 28-1	

Federal Funding Opportunities & Announcements

DOE Releases BIL and IRA Funding Overview Tool. The Department of Energy (DOE) released the **Community Benefits Map for Demonstration and Deployment Projects**, an interactive mapping tool that shows projects that have received funding through the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA).

EPA Announces $25.5 Million for Drinking Water Infrastructure Resilience and Sustainability. The Environmental Protection Agency (EPA) **announced** $25.5 million for 16 projects through the Drinking Water System Infrastructure Resilience and Sustainability grant program. Funding will support projects in underserved, small, and disadvantaged communities that increase drinking water infrastructure resilience to natural disasters and hazards.

Reclamation Announces $105 Million in WaterSMART Grants. The Bureau of Reclamation (Reclamation) **announced** $105 million in WaterSMART grant awards for 67 water conservation and efficiency projects in eleven states. The selected projects are expected to conserve over 111,000 acre-feet of water annually through water storage, conservation and conveyance, nature-based solutions, dam safety, water purification and reuse, and desalination.

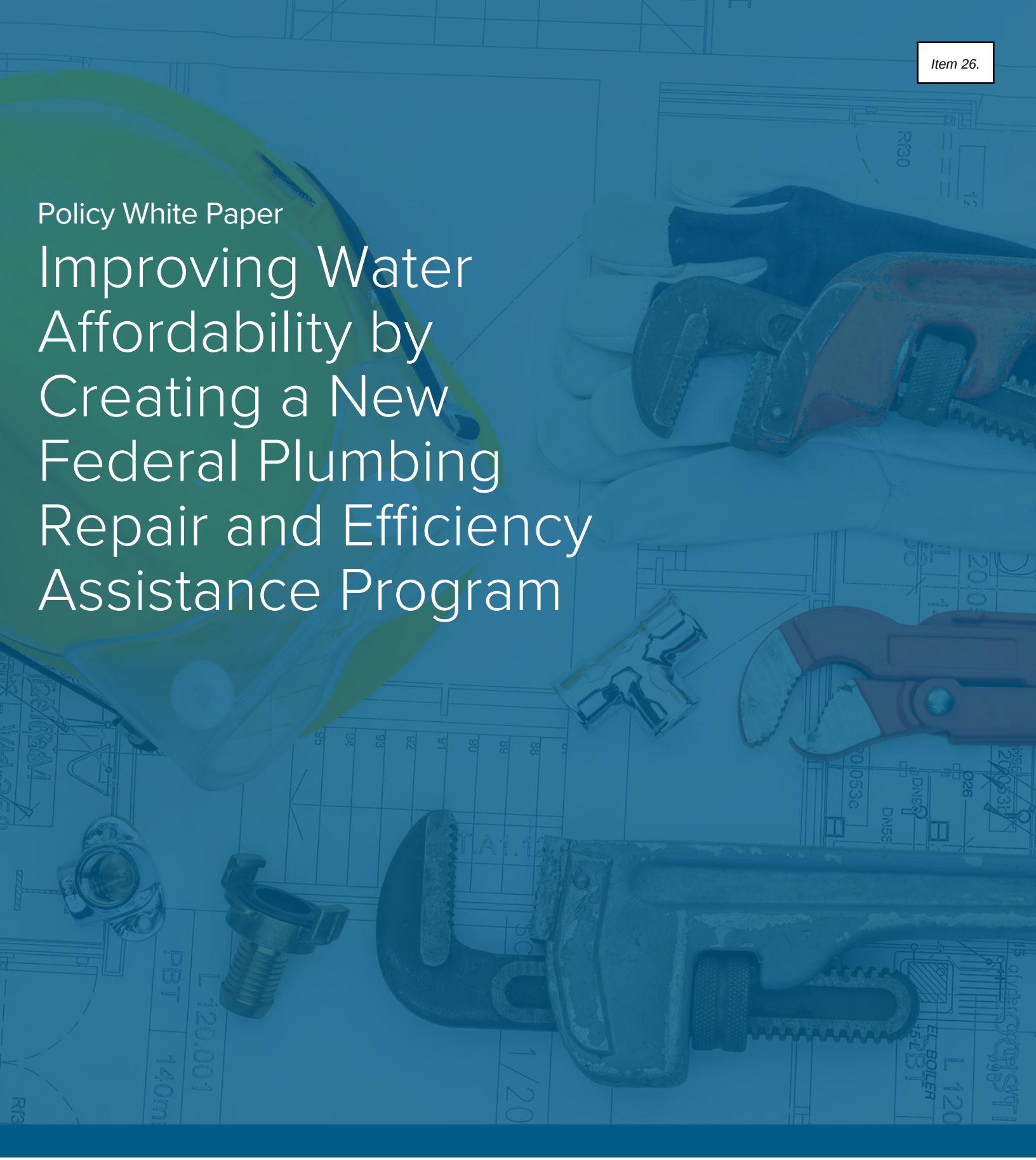
Federal Agency Personnel & Regulatory Announcements

White House Releases National Heat Strategy. The White House's National Integrated Heat Health Information System and Interagency Working Group on Extreme Heat released the **2024-2030 National Heat Strategy**. The strategy outlines public communication, education, and engagement regarding the dangers of extreme heat, solutions to prevent heat illness and injury, and support for communities.

EPA Releases Herbicide Strategy to Protect Endangered Species. EPA released its final **Herbicide Strategy** aimed at protecting over 900 federally listed endangered or threatened species from impacts related to the use of herbicides. EPA plans to use the strategy to identify and reduce herbicide exposure to endangered and threatened species when the agency registers new and reevaluates existing herbicides under the registration review process.

Policy White Paper

Improving Water Affordability by Creating a New Federal Plumbing Repair and Efficiency Assistance Program



Alliance for Water Efficiency

AUGUST 2024

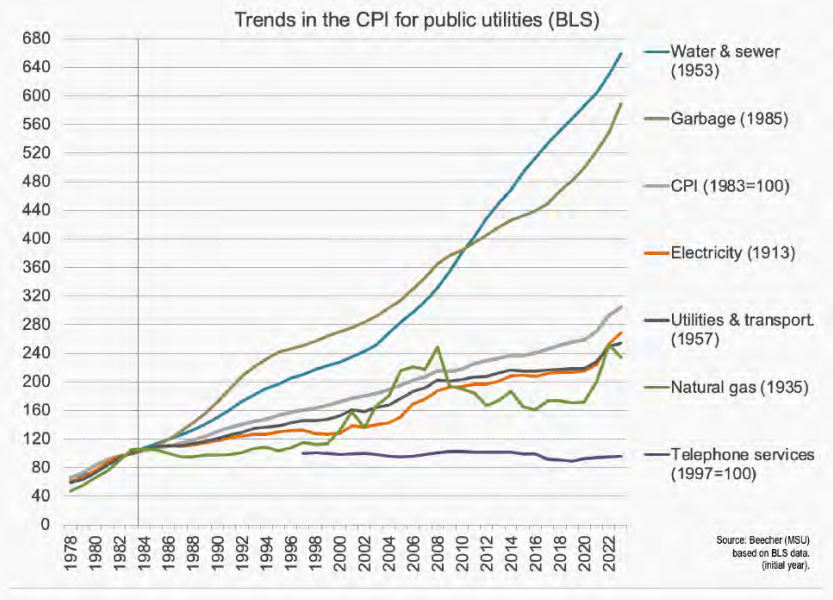
IMPROVING WATER AFFORDABILITY BY CREATING A NEW FEDERAL PLUMBING REPAIR AND EFFICIENCY ASSISTANCE PROGRAM

Alliance for Water Efficiency (AWE) believes the federal government has a unique opportunity to help make water affordable for more low-income households. This policy white paper outlines AWE's proposal that Congress create and generously fund a new federal program covering plumbing repairs and water efficiency improvements for low-income households in states, tribes, and territories. Addressing high usage and inefficiency will permanently reduce water and sewer bills for participating households. AWE is calling this concept the Plumbing Repair and Efficiency Assistance Program (PREAP). This policy white paper outlines the growing affordability challenge, some precedent for federal support of affordability through efficiency from the energy sector, and potential benefits from PREAP.

As water bills and rates surpass the growth rate of inflation, affordability presents a growing challenge for low to middle-income families. In February 2024, the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services (OCS) announced the release of the LIHWAP Water Utility Affordability Survey Report, which collected 1,822 responses from water and wastewater utilities across the U.S. about arrears, disconnections, fees, rates, and other utility information. Here are some key survey findings:

- ON AVERAGE, 20% OF HOUSEHOLDS ARE IN DEBT TO THEIR WATER UTILITY.
- THE AVERAGE HOUSEHOLD DEBT IS $285.
- FOR HOUSEHOLDS AT 75% OF THE FEDERAL POVERTY LEVEL, UP TO 40% OF THEIR MONTHLY INCOME IS SPENT ON WATER AND SEWER BILLS.
- THE SITUATION FOR TRIBALLY OWNED UTILITIES IS EVEN MORE DIRE (OFFICE OF COMMUNITY SERVICES, 2024).

This chart from the Institute of Public Utilities at Michigan State University captures the growing water affordability challenge and compares it to other utilities as well:



As our water and sewer systems continue to age, the costs of maintaining and replacing these essential systems are expected to continue increasing, putting more upward pressure on water and sewer bills.

Many communities, utilities, and some states are working to address water affordability with limited funding and subject to legal limitations on their ability to fund improvements in customers' homes. Based on its funding capacity and flexibility, the federal government needs to step in to help if significant progress is to be made.

The good news is that Congress took a first step in this direction when it created the temporary Low-Income Household Water Assistance Program ("LIHWAP") to provide bill payment assistance, which provides funding to directly reduce customer bills. LIHWAP is based on a similar, long-standing federal program for energy bill payment assistance called the Low Income Home Energy Assistance Program ("LIHEAP"). It is also encouraging to see that some members of Congress and many water utilities through their national associations have studied [1]and are now advocating for a permanent LIHWAP. Making LIHWAP permanent is essential to helping stem affordability challenges across the country.[2]

But bill payment assistance alone will not address two common root problems – inefficiency and leaks. To address these common problems, we need to help low-income households repair and replace leaking plumbing and fixtures and become more water efficient. This will allow them to meet their essential needs for drinking, cooking, and sanitation by fixing what's broken and improving their systems with high-performing technologies that use less water.

To build on this important work of making LIHWAP permanent, AWE is proposing that Congress act to create the PREAP program. Water efficiency improvements and leak repairs will create a lasting affordability benefit through lower bills year after year. There is a longstanding and direct precedent for this type of program called the Weatherization Assistance Program ("WAP"), which has been helping reduce low-income customers' energy bills since 1976 through things like high efficiency heating and cooling systems, air sealing, and insulation. While bill payment assistance is essential for helping households following events like a job loss or illness, this does nothing to change the long-term situation for households with inefficient plumbing fixtures and appliance and leaks because once the assistance runs out, their bills will be the same, unaffordable bill they had before due to unnecessarily high consumption.

It's time to advocate for both PREAP to permanently lower bills and LIHWAP to help with bill payment during hard times. We need to build a foundation of more efficient water use and leak free homes because this will permanently lower bills. In all cases this will improve the LIHWAP program by helping bill payment assistance go farther and help more people, and for some customers that struggle with inefficiency or leaks, it will help address one of the root causes of their affordability challenges.

UNDERSTANDING WAP AS A MODEL FOR PREAP

WAP is a federal program authorized in Title IV of the Energy Conservation and Production Act (ECPA, P.L. 94-385) and established in 1976. Administered by the U.S. Department of Energy (DOE), WAP is a grant program that provides funding to states, territories, and tribal governments to implement energy-saving measures for low-income households. WAP reduces utility bills through measures like insulation and air

[1] See *Low-Income Water Customer Assistance Program Assessment Final Report* (April 20, 2023) prepared for the American Water Works Association, the Association of Metropolitan Water Agencies, the National Association of Clean Water Agencies, the National Association of Water Companies, and the Water Environment Federation, available at www.awwa.org/Portals/0/AWWA/Communications/liwcap-full-final-report-formatted.pdf.

2 New bipartisan legislation continues Low-Income Household Water Assistance Program, AWWA Press Release (April 18, 2024), available at www.awwa.org/AWWA-Articles/new-bipartisan-legislation-continues-low-income-household-water-assistance-program.

sealing, heating system upgrades, cooling system upgrades, windows and doors, energy efficient lighting, hot water efficiency, health and safety measures. Additionally, WAP stimulates local economies through the creation of jobs and the promotion of energy-related technologies. While it has been amended a number of times over the years, WAP was most recently reauthorized by the Energy Act of 2020 (Division Z of the Consolidated Appropriations Act, 2021, P.L. 116- 260), and the act amended the program to, among other things, allow DOE to consider the non-energy benefits of weatherization like health and safety.

The idea and political will to create WAP was born out of the oil and energy crises of the early 1970s because efficiency was viewed as the foundational tool for improving affordability for low-income households. In fact, WAP predates the origins of the large-scale, federally funded bill payment assistance program – LIHEAP, which wasn't created until 1980 as part of the Crude Oil Windfall Profits Tax Act (P.L. 96-223). Not only did WAP with its energy efficiency focus come first, but Congress continued to recognize the foundational importance of efficiency by allowing states to transfer some of their LIHEAP funds to their WAP programs.

The rationale is that if a program simply pays someone's bill once or for a short period, this won't actually solve the underlying problem of an inefficient home that is very costly to heat and cool.

States understand this need for addressing the underlying issue, and they show it through their actions. In addition to their annual, dedicated WAP funding received from the federal government, states are allowed to transfer up to 15% of their LIHEAP money to their WAP, and with a waiver from the federal government, states may increase this transfer up to 25%. In practice nearly every state has used this authority to provide more funding for WAP because they, too, recognize that efficiency is necessary to make a permanent difference in energy affordability for customers. For the energy sector, efficiency has served as the bedrock on which to build bill pay assistance programs like LIHEAP, and the same should be true in the water sector; PREAP should serve as the bedrock for LIHWAP.

The benefits of WAP have been, and continue to be, a source of meaningful savings to low-income households across the country. According to a July 2023 fact sheet[3] from the DOE's Office of State and Community Energy Program, key impacts of WAP include:

- 7.2 MILLION – NUMBER OF HOUSEHOLDS THAT HAVE RECEIVED WAP SERVICES SINCE INCEPTION
- $372 – AVERAGE YEARLY ENERGY SAVINGS PER PARTICIPATING HOUSEHOLD (PPH) (2022 DOLLARS)
- 18% ANNUAL HEAT SAVINGS PPH
- 7% ANNUAL ELECTRIC SAVINGS PPH
- $4.50 – ENERGY AND QUALITY OF LIFE BENEFITS FOR EVERY $1.00 INVESTED IN WAP

In addition to the primary affordability benefits achieved through energy savings and according to the same DOE fact sheet, households are also estimated to save on average $538 in pay per year due to fewer missed working days and $514 per year in household out-of-pocket medical expenses. These benefits come from reducing problems with moisture, mold, and poor indoor air quality through WAP-funded health and safety improvements. While affordability and energy savings for households are and should be, the primary focus, there are also environmental benefits from WAP, such as avoided emissions, which weigh in favor of

[3] Available at www.energy.gov/scep/wap/articles/weatherization-assistance-program-fact-sheet

spending more on efficiency rather than bill pay assistance alone. As the following sections of this policy white paper will show, meaningful water and bill savings would also be available from a program like PREAP.

PREAP - INCREASING EFFICIENCY AND REDUCING LEAKS

In most places in the United States, low-income households use water primarily indoors, and approximately 80 percent of all indoor household water is consumed by toilets, showers, faucets, and clothes washers.[4] Toilets alone account for 24% of indoor water use. While some efficiency improvements related to hot water are allowed federally under WAP, some states and local programs choose to exclude hot water products. PREAP would include toilets and ensure that indoor water efficiency is addressed fully and comprehensively. Many of these products have relatively long useful lives, and the levels of efficiency in new products have continued to advance quickly, which makes these indoor products promising candidates for replacement as part of PREAP, given the water savings and bill reduction potential. New dishwasher installations should be allowable, and replacements of inefficient dishwashers should also be an allowable measure under PREAP in areas with especially high water and sewer rates.

PREAP should also focus on repairing leaks. Leaks on the customer side of the meter regularly occur and significantly increase bills.[5] Leaks in this context refer to things like a leaky water service line outside the house to running toilets and dripping faucets and pipes in the house. According to WaterSense, 10% of homes have leaks that waste 90 gallons or more per day, and using the national average combined water and sewer cost of $12.60 per 1,000 gallons, this would cost at least $34 per month. For even these relatively large leaks, some low-income customers may choose to pay a higher monthly bill because they cannot afford the large up-front cost of repairing a leak. Even larger leaks can increase water bills by multiples of a customer's typical water bill, often two, three, and five times the average bill.

Furthermore, some areas have high pressure in the utility's water system and households, therefore, may have pressure in their pipes that is far in excess of the design pressure of fixtures and appliances. This excess pressure increases the likelihood and size of leaks, increases water usage overall with flows beyond the stated flow rates, and reduces the average life of fixtures and appliances.[6] A federally funded program like PREAP should help customers address leaks, allow for leak detection, and identify excess pressure conditions in households to solve the underlying issues with water use. PREAP should also include the installation or replacement of pressure-reducing valves in homes and hot water expansion tanks.

In some parts of the country, outdoor water use is essential to keeping grass and plants alive, and in others, having regularly watered green grass can be a requirement of homeowners associations. Low-income customers in these areas, often older residents who rely on fixed incomes, may be forced to use some water outdoors. Ensuring these customers have efficient, well-maintained, and functional irrigation equipment can help control water use and reduce bills. PREAP should include the flexibility to allow states to include outdoor water efficiency measures in their program criteria based on state and local needs.

[4] Figure ES.4 from the Residential End Uses of Water, Version 2 (WRF 2016)

[5] See, e.g., *Smart Practices to Save Water: An Evaluation of AMI-enabled Proactive Leak Notification Programs*, Alliance for Water Efficiency (March 2023), which found that 16.7% of homes studied had a leak over the course of 12 months.

[6] See *Pressure Reducing Valves Save Water and Prevent Problems*, by Peter Yost (June 24, 2010), Green Building Advisory, available at https://www.greenbuildingadvisor.com/article/pressure-reducing-valves-save-water-and-prevent-problems.

PREAP - POTENTIAL FOR IMPACT

Using estimates based on leading sources[7] in the industry, this table summarizes the potential water savings and bill reduction impacts of the efficiency components of a program like PREAP. While not all households would need all of these replacement and retrofits, the bill reduction potential for the individual improvements and the improvements viewed overall are substantial.

Existing Condition	Water Efficiency Improvement	Annual Savings per Household (gal)	Estimated Annual Water & Sewer Savings per Household*	Expected Cost (Materials & Labor)	Simple Payback (yrs)	Useful Life (yrs)	Lifecycle Net Benefits**
15+ yr old clothes washer	New Energy Star Top Loader	7,400	$93	$800	8.6	13	$412
3.5 gpf toilet	WaterSense toilet	10,100	$127	$750	5.9	30	$3,068
2.5 gpm shower head	WaterSense shower head	2,200	$28	$90	3.2	15	$326
2.2 gpm bathroom faucet	WaterSense bathroom faucet	500	$6	$20	3.2	12	$56
2.2 gpm kitchen facuet	1.8 gpm kitchen faucet	1,800	$23	$100	4.4	12	$172
	Total	22,000	$277.20	$1,760	6.3		$4,033

gpf = gallons per flush; gpm = gallons per minute

*WaterSense estimate combined water & sewer / 1,000 gal $12.60

*Does not include energy savings from reduced hot water use

**Holds savings constant & doesn't account for time value of money

While this table focuses on water savings, households will also realize energy savings. For example, showerheads save energy on hot water, which, based on WaterSense data for gas hot water heating, would amount to a 1,500 cubic feet per household per year savings. This would nearly double the annual household cost savings by adding an additional $22.85 in annual energy cost savings. This is based on the Energy Information Administration's average retail price of $15.23 per thousand cubic feet. The annual energy costs savings for households using electric hot water heating would be even greater. To the extent that state and local WAP includes hot water plumbing fixtures, these savings would not be double counted.

[7] Leading sources used in estimating the potential impact include: Residential End Uses of Water, Version 2 (WRF 2016), WaterSense supporting statements when they create a specifications for new products, US Census Bureau statistics, documents from the California Energy Commission. Detailed source references and calculations are on file with the Alliance for Water Efficiency and are available upon request.

In addition to these direct energy savings, water and wastewater utilities also save indirect energy by pumping, treating, and distributing water to households and collecting and treating their wastewater. Furthermore, all energy savings help avoid emissions of air pollutants and greenhouse gases.

For more detailed information on how potential water and bill savings from water efficiency would impact customers served by different utilities, see AWE's recent affordability studies, including:

- An Assessment of Water Affordability and Conservation Potential in Detroit, Michigan (2020)
- An Assessment of Water Affordability & Conservation Potential in Long Beach California (2022)
- An Assessment of Water Affordability & Conservation Potential in Houston, Texas (2023)
- An Assessment of Water Affordability & Conservation Potential in the City of Santa Barbara, CA (2024)

These bill reductions and net benefits are based on a customer that is connected to both public water and sewer; however, PREAP should be available to people on private wells and/or septic tanks. These efficiency improvements should also be offered to both owner-occupied homes and to tenants in a rental home. PREAP should be available to single-family homes, manufactured homes, duplexes, triplexes, and quadplexes.

PREAP – REPAIRS TO IMPROVE PLUMBING SAFETY AND ADDRESSING MAINTENANCE NEEDS

While often grant-funded and of limited duration, a number of utilities around the country have experience implementing water efficiency retrofit and replacement programs for low-income customers, and plumbing safety and maintenance issues in a home can preclude any action on water efficiency and present a health risk to occupants. Common problems include:

- Old, galvanized service lines or premise plumbing that leak or have corroded from the inside and results in very low flows and rust in the water (note – lead service line replacements are handled under a separate program and are not contemplated as part of PREAP)
- Leaks in copper pipe joints or in other connections and fittings that have slow leaks, causing moisture damage and mold
- Holes in old cast iron drain lines that leak wastewater into wall and floor cavities, basements, and crawlspaces
- Damage to toilet flanges, flooring, and subflooring around the toilet from wastewater leaks

Repairing and addressing these issues should be included in the PREAP program because they are typically necessary before water efficiency improvements can be made. Additionally, sources of indoor water and wastewater leaks often result in conditions that can lead to mold, and fixing these leaks can help improve indoor air quality and health. This is similar to how WAP covers health and safety issues related to moisture and flue gas venting in homes to support both efficiency and safety.

PREAP - NEXT STEPS

1. The Alliance for Water Efficiency will **convene a coalition** to help with further policy development and advocacy. We will invite a wide range of organizations with an interest in water affordability, including water sector associations, water utilities, water and plumbing industry partners, and environmental and poverty prevention nonprofits.

2. The coalition will work to **develop any additional details needed before legislation can be written.** This could include determining which federal agency will be responsible for implementation, adjusting the

scope of the program, considering whether to use efficiency levels beyond the minimum levels needed to qualify for WaterSense and EnergyStar, refining costs and benefits estimates, determining any desired connections to LIHWAP, and addressing questions and comments from coalition members and potential congressional sponsors.

3. The coalition **will identify and build relationships beyond the water sector** in an effort to seek unity and build momentum with efforts that benefit low-income households by helping them pay their utility bills, become more efficient, and expand the total federal funding available for both water and energy efficiency and bill-pay assistance programs.

4. The coalition will work to **identify and work with congressional sponsors**, with the goal of introducing bipartisan legislation in 2025.

For organizations interested in getting involved in these next steps, please contact Andrew Morris at andrew@a4we.org.

REFERENCES

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U.S. Department of Health and Human Services. (2024, July 11). *Low Income Home Energy Assistance Program*. Retrieved from https://www.acf.hhs.gov/ocs/programs/liheap#:~:text=The%20Low%20Income%20Home%20Energy%20Assistance%20Program%20%28LIHEAP%29,energy%20crises%2C%20weatherization%2C%20and%20minor%20energy-related%20home%20repairs.



About the Alliance for Water Efficiency

The Alliance for Water Efficiency (AWE) is a nonprofit organization dedicated to the efficient and sustainable use of water. AWE supports water conservation practitioners from over 500 member organizations, including water utility agencies, businesses and corporations, governmental agencies, nonprofits, and researchers, to advance the adoption of water-efficient practices, appliances, and programs across North America.

EPA Releases Low Carbon Construction Materials Label. EPA released a new **low embodied carbon label program** for steel, glass, asphalt, and concrete purchased for federal building, highway, and infrastructure projects. The label program will consider the life-cycle emissions from the production of building materials and will offer a tiered rating system to help buyers determine which products have lower carbon emissions. Labeled materials will be listed in a central registry accessible to the public to assist buyers in identifying low carbon construction products.

##

APPENDIX E – Public Affairs Information

Water Matters

News from your water provider

August 2024

Mission Springs Water District

Back to School 2025 Calendar Contest!

Students are invited to show-off their creativity and water smarts by entering MSWD's Water Conservation & Groundwater Protection Calendar Drawing Contest.

The contest is open to all K-12 students that live within the MSWD service area. Twelve winning entries will be showcased in our 2025 community calendar, with prizes of up to $150 in Amazon gift cards awarded to the winners. The deadline to enter is October 2, 2024.



How to Enter

Draw or paint an original picture depicting one of the six themes:

- Save water/water conservation
- Properly dispose of fats, oils and grease (FOG)
- Clean cars at a car wash
- Protect drinking water quality
- Don't flush wipes
- Use of water-efficient desert landscaping.

To download an application and learn more about the contest, please visit www.MSWD.org/calendarcontest or call 760.329.6448 ext.120.

Send entries and a completed application forms to: Mission Springs Water District 66575 Second Street, Desert Hot Springs or drop submissions off in our lobby with customer service.

Planting this Fall? Say No to Tamarisk Trees!

Tamarisk, also known as salt cedar, is an invasive species that significantly affects riparian ecosystems. Its unique characteristics influence the environment, Tamarisk roots extend much deeper compared to native trees and shrubs. This allows the tamarisk to access water from deeper soil layers, enabling it to persist and thrive even during prolonged drought periods. This deep-reaching taproot system allows tamarisk to outcompete native vegetation for water.

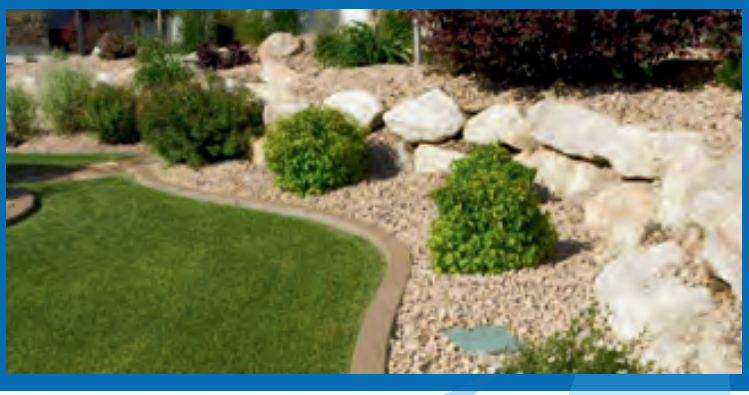
This high-water consumption, combined with its deep-reaching roots, severely impacting the availability of water for native plants and animals. Due to the Tamarisk deep reaching roots, they are also highly invasive to your plumbing, wrapping around pipes and causing leaks and breaks!

Let It Go Brown: Why You Shouldn't Overseed Your Lawn

In the quest for the perfect lawn, many homeowners turn to overseeding, aiming to fill in bare spots, thicken the grass, and enhance its overall appearance. While overseeding can be beneficial in some cases, there's a growing movement toward more sustainable lawn care practices that suggest otherwise.

By letting your lawn go brown, you can drastically reduce your household's water usage. If you are looking to save money and time maintaining your yard, it is best to let it go brown and transition to desert-friendly landscape.

MSWD offers turf rebates of $2 per square foot for turf replacement. Residential customers can receive up to $3,000 in rebates and $10,000 for commercial customers. To find out more go to www.mswd.org/rebates



El Agua Importa

Noticias de su proveedor de agua

Agosto 2024

Concurso de Calendario "Regreso a Clases 2025!

Se invita a los estudiantes a mostrar su creatividad y conocimiento sobre el agua participando en el Concurso de Dibujo para el Calendario de Conservación del Agua y Protección de Aguas Subterráneas de MSWD!

El concurso está abierto a todos los estudiantes de K-12 que vivan dentro del área de servicio de MSWD. Doce obras ganadoras se destacarán en nuestro calendario comunitario de 2025, y los ganadores recibirán premios de hasta $150 en tarjetas de regalo de Amazon. La fecha límite para participar es el 2 de octubre de 2024.



Cómo Participar

Dibuja o pinta una imagen original que represente uno de los seis temas:

- Ahorra agua/conservación del agua
- Deshazte correctamente de grasas, aceites y mantecas (FOG)
- Limpia los coches en un autolavado
- Protege la calidad del agua potable
- No arrojes toallitas al inodoro
- Uso de paisajismo desértico eficiente en el uso de agua.

Para descargar una solicitud y obtener más información sobre el concurso, visita www.MSWD.org/calendarcontest o llama al 760.329.6448 ext.120.

Envía las participaciones y los formularios de solicitud completos a: Mission Springs Water District 66575 Second Street, Desert Hot Springs o entrega las presentaciones en nuestro vestíbulo con servicio al cliente.

Vas a plantar este otoño? ¡Di no a los árboles de tamarisco!

El tamarisco, también conocido como cedro salado, es una especie invasora que afecta significativamente a los ecosistemas ribereños. Sus características únicas influyen en el medio ambiente. Las raíces del tamarisco se extienden mucho más profundas en comparación con los árboles y arbustos nativos. Esto permite que el tamarisco acceda a agua de capas de suelo más profundas, lo que le permite persistir y prosperar incluso durante períodos prolongados de sequía. Este sistema de raíces profundas permite al tamarisco competir y superar a la vegetación nativa en la obtención de agua.

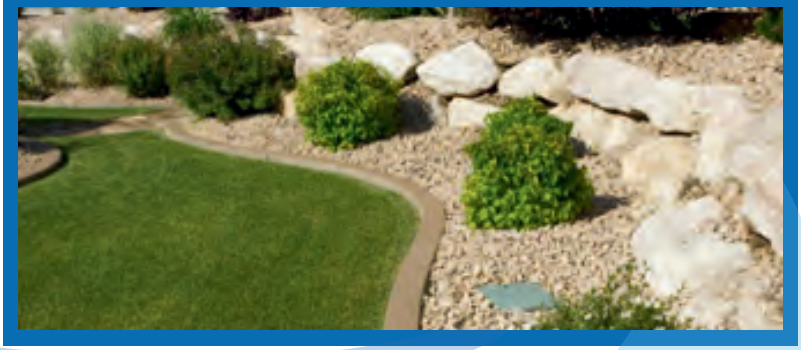
Este alto consumo de agua, combinado con sus raíces profundas, afecta gravemente la disponibilidad de agua para las plantas y animales nativos. Además, debido a sus raíces tan profundas, el tamarisco es altamente invasivo para tu plomería, envolviéndose alrededor de las tuberías y causando fugas y roturas.

Déjalo Marrón: Por Qué No Deberías Resembrar Tu Césped

En la búsqueda del césped perfecto, muchos propietarios recurren a la resiembra, con el objetivo de llenar las zonas desnudas, espesar el césped y mejorar su apariencia general. Si bien la resiembra puede ser beneficiosa en algunos casos, existe un movimiento creciente hacia prácticas de cuidado del césped más sostenibles que sugieren lo contrario.

Dejar que tu césped se vuelva marrón puede reducir drásticamente el uso de agua en tu hogar. Si deseas ahorrar dinero y tiempo en el mantenimiento de tu jardín, es mejor dejar que se vuelva marrón y hacer la transición a un paisaje amigable con el desierto.

MSWD ofrece reembolsos de $2 por pie cuadrado para el reemplazo de césped. Los clientes residenciales pueden recibir hasta $3,000 en reembolsos y $10,000 para clientes comerciales. Para obtener más información, visita www.mswd.org/rebates.



WaterCOUNTS

CVWC Digital Marketing Report

Website, Social, and Marketing Performance

Aug 1 – 31, 2024

by Hunter | Johnsen

Item 26.

Google Ads Campaigns

DISPLAY AD IMPRESSIONS
CV Water Counts

296K

SEARCH AD IMPRESSIONS
CV Water Counts

15,282

VIDEO IMPRESSIONS
CV Water Counts

82,185

Clicks
CV Water Counts

3,982

GOOGLE PROGRAMMATIC DISPLAY AD CAMPAIGN PERFORMANCE
CV Water Counts

Campaign name	Clicks	Impr.
CV Water Counts August 2024	2,041	148,485
CV Water Counts August 2024 Spanish	1,405	147,511
	3,446	295,996





GOOGLE YOUTUBE VIDEO AD CAMPAIGN PERFORMANCE
CV Water Counts

Account name	Impr.	Engagements	Video views	Clicks
CV Water Counts	82,185	26,465	8,745	289
CVWC Water Saving Tips English YouTube August 2024	47,690	15,026	4,625	168
CVWC Water Saving Tips YouTube Spanish August 2024	34,495	11,439	4,120	121
	82,185	26,465	8,745	289



GOOGLE ADS PAID SEARCH CAMPAIGN PERFORMANCE
CV Water Counts

Campaign	Clicks	Impr.
CVWC search	247	15,282
	247	15,282

Item 26.

Facebook Ad Campaigns

FACEBOOK AD PERFORMANCE

Hunter Johnsen

Ad preview	Link Clicks	Impr.	Reach	Frequency	Page engagement
CVWC - August 2024 www.instagram.com Conservation Tip of the Month: Adjust sprinkler heads to not water sidewalks or streets, and save on average 12-15 gallons each time you water. For more water-saving tips, visit CVWaterCounts.com/conservation-tips.	427	75,253	30,936	2.43	432
	427	75,253	30,936	2.43	432

Item 26.

Website Information

Users
CV Water - CV Water Counts - GA4

3,989

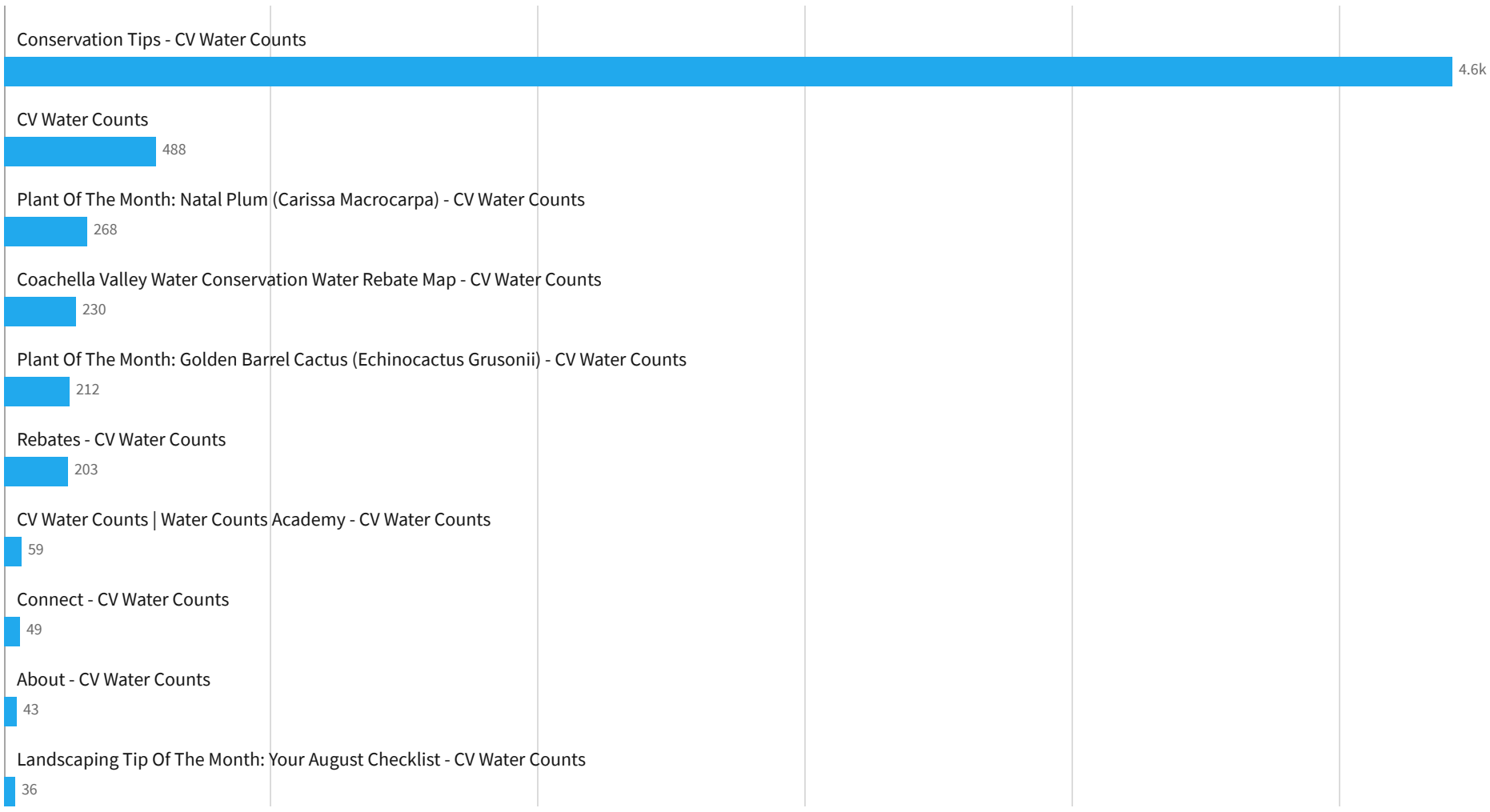
Sessions
CV Water - CV Water Counts - GA4

5,251

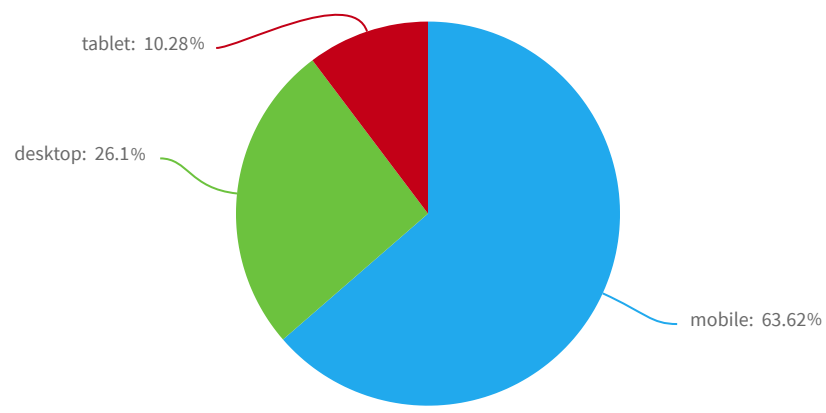
PAGEVIEWS
CV Water - CV Water Counts - GA4

7,079

Views by Page title and screen class
CV Water - CV Water Counts - GA4



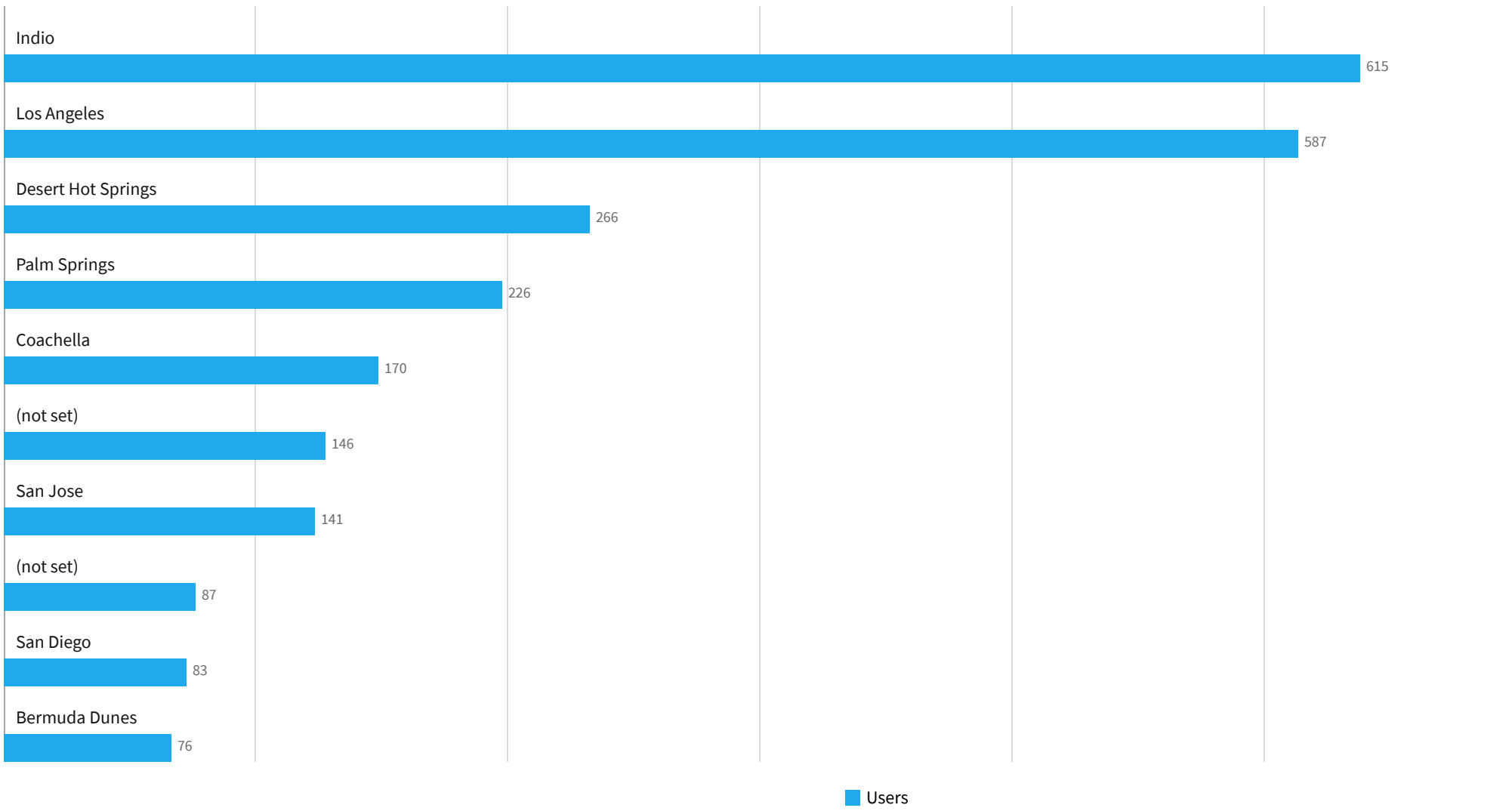
Engaged sessions by Device category
CV Water - CV Water Counts - GA4



762

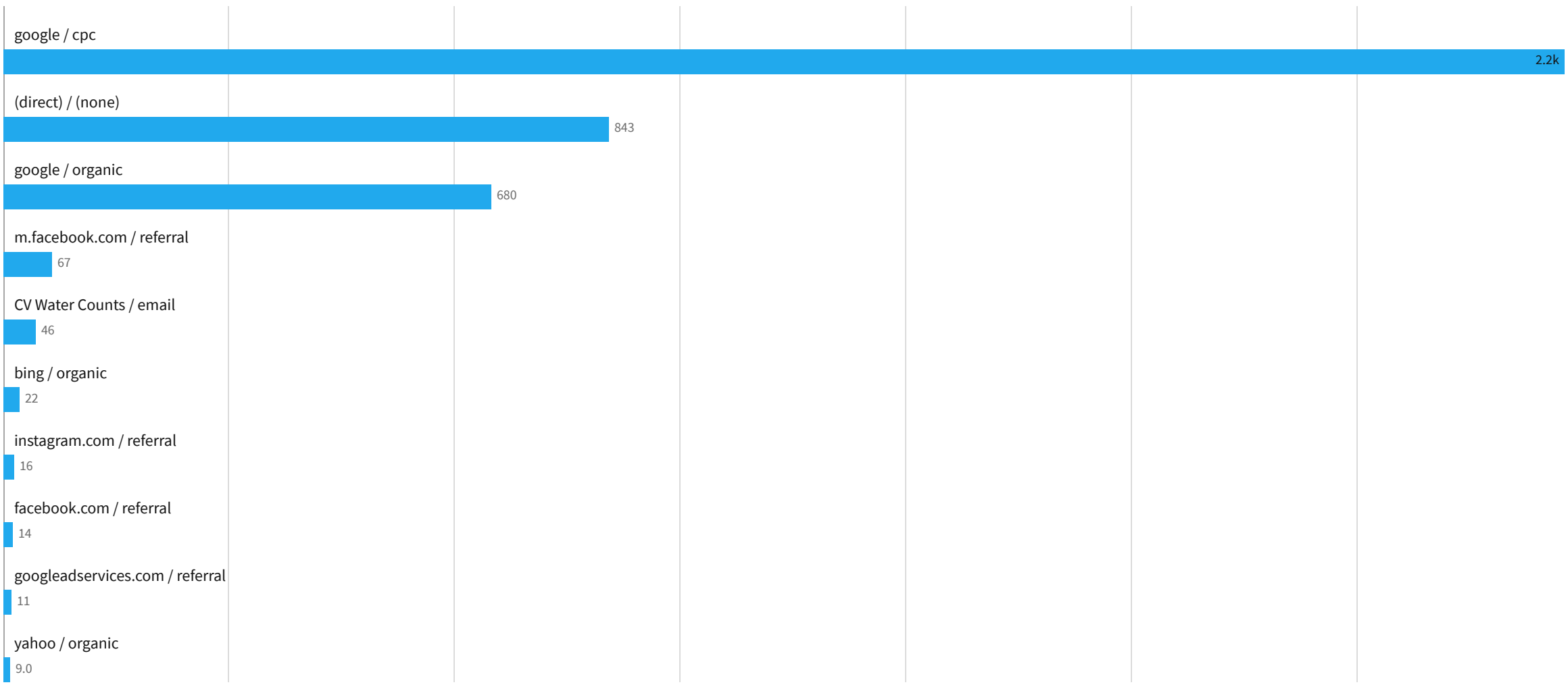
Users by City

CV Water - CV Water Counts - GA4



New users by First user source / medium

CV Water - CV Water Counts - GA4



Month performance

Past 6 months: CV Water - CV Water Counts - GA4

Month	New users	Engaged sessions	Engagement rate	Sessions per User	Average engagement time
August 2024	3,920	1,390	26.5%	1.32	13s
July 2024	3,486	1,439	29.1%	1.37	12s
June 2024	3,918	1,161	22.9%	1.26	9s
May 2024	4,138	1,511	25.9%	1.37	12s
April 2024	3,666	1,478	27.7%	1.41	12s
March 2024	3,534	1,275	25.4%	1.39	13s
	22,662	8,269	26.1%	1.39	12s

Item 26.

Organic Search

Query performance

cvwatercounts.com/

Query	Impr.	Clicks	CTR	Avg. position
natal plum	5,248	48	0.91%	2.8
barrel cactus	2,456	1	0.04%	2.12
carissa macrocarpa	2,310	21	0.91%	2.77
artichoke agave	1,402	0	0%	1.12
sotol plant	1,302	7	0.54%	9.94
elephant food	1,230	2	0.16%	12.8
agave parryi	1,089	0	0%	1.56
chilopsis linearis	1,002	1	0.1%	4.97
cleveland sage	873	2	0.23%	1.19
carissa plant	860	4	0.47%	3.23
	17,772	86	0.48%	4.25

Page performance

cvwatercounts.com/

Page	Impr.	Clicks	CTR	Avg. position
https://cvwatercounts.com/plant-of-the-month-natal-plum-carissa-macrocarpa/	11,731	97	0.83%	3.75
https://cvwatercounts.com/plant-of-the-month-golden-barrel-cactus-echinocactus-grusonii/	4,048	5	0.12%	7.84
https://cvwatercounts.com/plant-of-the-month-artichoke-agave-agave-parryi-v-truncata/	3,279	0	0%	2.45
https://cvwatercounts.com/plant-of-the-month-desert-spoon-sotol-dasylirion-wheeleri/	2,543	13	0.51%	8.28
https://cvwatercounts.com/plant-of-the-month-cleveland-sage-chaparral-sage-salvia-clevelandii/	2,355	8	0.34%	2.02
https://cvwatercounts.com/plant-of-the-month-date-palm-phoenix-dactylifera/	2,152	23	1.07%	8.01
https://cvwatercounts.com/plant-of-the-month-desert-willow-chilopsis-linearis/	1,775	2	0.11%	5.31
https://cvwatercounts.com/plant-of-the-month-sand-verbena-abronia-villosa/	1,664	9	0.54%	4.63
https://cvwatercounts.com/plant-of-the-month-elephants-food-portulacaria-afra/	1,662	2	0.12%	12.49
https://cvwatercounts.com/save-water-pledge/	1,631	1	0.06%	5.04
	32,840	160	0.49%	5.98

Facebook Information

Impressions
CV Water Counts

29,767

Reach
CV Water Counts

13,405

New page likes
CV Water Counts

0

Post engagement
CV Water Counts

193

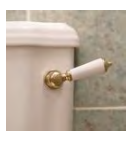
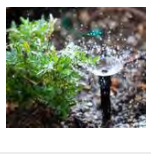
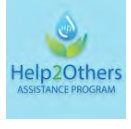
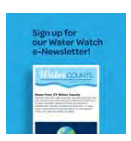
Total page views
CV Water Counts

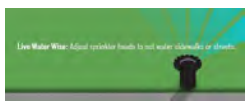
112

Page likes
CV Water Counts

3,985

Post performance
CV Water Counts

Post		Created at	Reach	Post engaged users	Likes
	Mission Springs Water District's mission is to provide, protect, and preserve our most valuable resource – water. We are proud to serve our award-winning water to our customers in Desert Hot Springs and the…	**August 30, 2024**	10	2	2
	For more water-saving tips, visit CVWaterCounts.com/conservation-tips. #WaterWiseWednesday	**August 29, 2024**	11	2	2
	It's World Water Week – a leading conference on global water issues since 1991 where the world's greatest water-related challenges are addressed, ranging from food security and health to agriculture, technology,…	**August 26, 2024**	33	3	3
	By not overseeding, you can save time, water, and money. If you do plan to overseed, make sure your sprinklers are working properly and only water enough to keep the seeds moist. When you see the…	**August 22, 2024**	45	2	2
	If you're in the market for a new toilet or washing machine, be sure to check to see what rebates are available from your water agency at CVWaterCounts.com/rebates/ You can save water,…	**August 19, 2024**	58	2	2
	In its native habitat, this Sonoran Desert native is usually found growing in canyons. It is a rapid-growing, twining climber, whose stems typically grow to 30 feet long, providing quick attractive cover. The…	**August 17, 2024**	14	2	2
	Install drip irrigation for shrubs and trees. For more water-saving tips, visit CVWaterCounts.com/conservation-tips. #WaterWiseWednesday	**August 15, 2024**	39	3	3
	If you or someone you know is in need of water bill assistance during this difficult time, applications are being accepted now for the Help2Others Assistance Program online. Click here for details and to fill out …	**August 12, 2024**	42	2	2
	August is National Water Quality Month and a great reminder that it takes more than just turning on the tap to guarantee clean potable drinking water. It is a great time to educate ourselves on how we can…	**August 9, 2024**	12	3	3
	Install water-saving aerators on all of your faucets. For more water-saving tips, visit CVWaterCounts.com/conservation-tips. #WaterWiseWednesday	**August 8, 2024**	47	3	2
	Stay informed with our monthly Water Watch e-Newsletter. Get news, updates, conservation tips and more in your inbox! Sign up here: https://loom.ly/OtN86E0	**August 5, 2024**	38	2	2
	During the month of August in our desert, the best times to water your plants are during non-daylight hours, when it's cooler. If you have a spray system, watering for 12 minutes a day, 7 days a week is…	**August 3, 2024**	48	2	2
	Conservation Tip of the Month: Adjust sprinkler heads to not water sidewalks or streets, and save on average 12-15 gallons each time you water. For more water-saving tips, visit CVWaterCounts.com/conservation-…	**August 2, 2024**	13,198	151	4
			13,690	182	37

Post	Created at	Reach	Post engaged users	Likes
 **CV Water Counts updated their cover photo.** https://www.facebook.com/cvwatercounts	**August 1, 2024**	42	0	3
 The pool can be a great way to escape the desert heat. Make sure to check your pool for leaks which can result in thousands of gallons of lost water a year! For more water-saving tips visit…	**August 1, 2024**	53	3	3
		13,690	182	37

Item 26.

Instagram Information

Impressions
CV Water Counts

46,916

Likes
CV Water Counts

10

Followers (lifetime)
CV Water Counts

246

Post performance
CV Water Counts

Post		Impr.	Engagement	Reach	Saved	Video views
	If you or someone you know is in need of water bill assistance during this difficult time, applications are being accepted now for the Help2Others Assistance Program online. For details and to fill out an online…	17	3	15	0	0
	Stay informed with our monthly Water Watch e-Newsletter. Get news, updates, conservation tips and more in your inbox! Sign up today! Link in bio.	13	2	11	0	0
	Conservation Tip of the Month: Adjust sprinkler heads to not water sidewalks or streets, and save on average 12-15 gallons each time you water. For more water-saving tips, visit the link in our bio.	13	3	10	0	0
	For more water-saving tips, visit the link in our bio. #WaterWiseWednesday	0	2	7	0	12
		43	10	43	0	12

Item 26.

E-Blast Information

Campaign performance

CV Water Counts

Campaign	Send Time	Emails Sent	Unique Opens	Total Opens	Open Rate	Industry Open Rate	Total Clicks	Click Rate	Industry Click Rate	Unsubscribe Count
CV Water Counts August 2024	**Wednesday, August 7, 2024 5:00 PM**	748	415	714	55.48%	18.2%	163	10.26%	0.9%	2
		748	415	714	55.48%	18.2%	163	10.26%	0.9%	2

768

MSWD Digital Marketing & Website Report

Website, Social, and Marketing Performance

Aug 1 – 31, 2024

Google Ads Campaigns

Impressions
MSWD

413.91K

Clicks
MSWD

2,591

CTR
MSWD

0.63%

GOOGLE ADS CAMPAIGN PERFORMANCE
MSWD

Campaign name	Impr.	Clicks	CTR
MSWD Rebates August 2024	272,847	1,625	0.6%
Water Quality August 2024	111,258	938	0.84%
MSWD Calendar Contest Aug / September 2024	29,805	28	0.09%
	413,910	2,591	0.63%







Meta Campaign Performance

Includes Facebook and Instagram campaigns

Campaign performance

MSWD

Campaign	Link Clicks	Impr.	Reach	Page Likes
MSWD Rebates August - 2024	162	150,923	15,324	0
MSWD Calendar Contest Fall 2024	144	24,007	8,120	0
MSWD CCR/Water August - 2024	128	149,627	14,575	0
	434	324,557	22,463	0







Website Information

Users
www.mswd.org - http://www.msw…

7,305

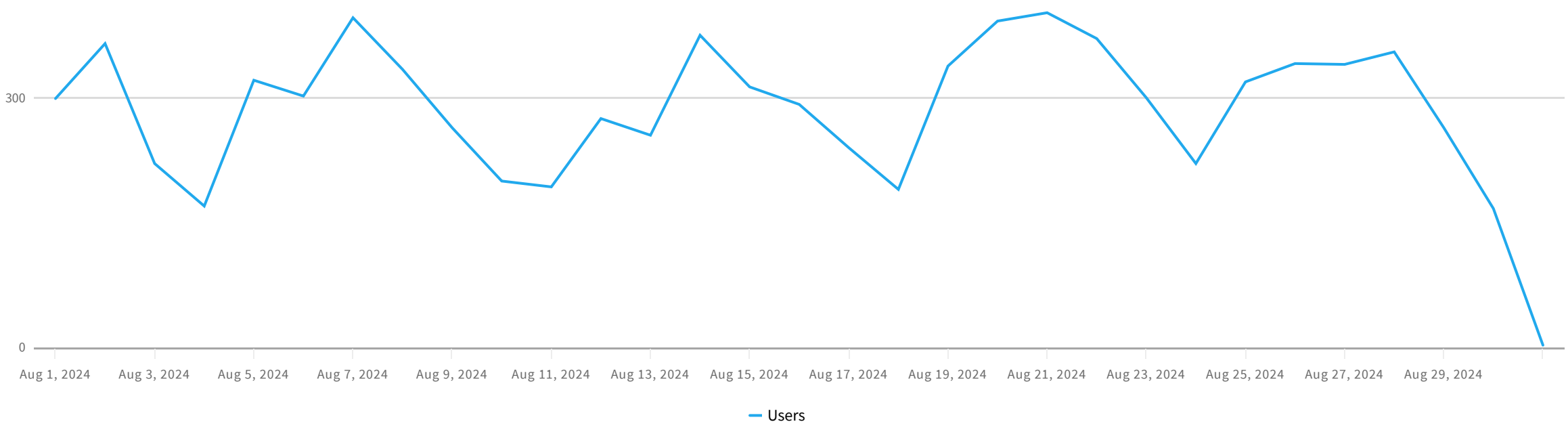
Views
www.mswd.org - http://www.msw…

23,231

Engaged sessions
www.mswd.org - http://www.msw…

6,641

Users by Day
www.mswd.org - http://www.mswd.org - GA4

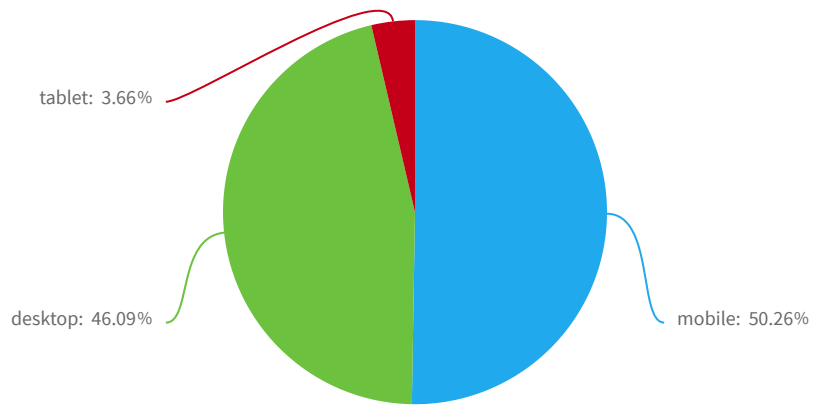


Page Title performance
www.mswd.org - http://www.mswd.org - GA4

Page Title	Views	Views per user	Users	Engaged sessions	Sessions per User	Average engagement time
Home Page | Mission Springs, CA Water District	5,171	1.62	3,177	3,995	1.41	19s
Customer Portal | Mission Springs, CA Water District	3,915	1.61	2,423	2,990	1.42	15s
Rebates | Mission Springs, CA Water District	2,300	1.65	1,324	454	1.39	5s
Water Quality | Mission Springs, CA Water District	1,296	1.46	858	480	1.25	26s
Job Opportunities | Mission Springs, CA Water District	1,233	2.78	443	632	1.7	30s
Online Payment System | Mission Springs, CA Water District	904	1.51	589	543	1.16	28s
Bill Pay Options | Mission Springs, CA Water District	836	1.46	568	545	1.24	24s
(not set)	800	0.33	2,435	187	1.24	0s
Careers | Mission Springs, CA Water District	577	1.71	338	462	1.47	24s
Search | Mission Springs, CA Water District	426	1.67	254	275	1.13	41s
	23,192	3.13	7,296	6,641	1.48	58s

Engaged sessions by Device category

www.mswd.org - http://www.mswd.org - GA4



Users by City

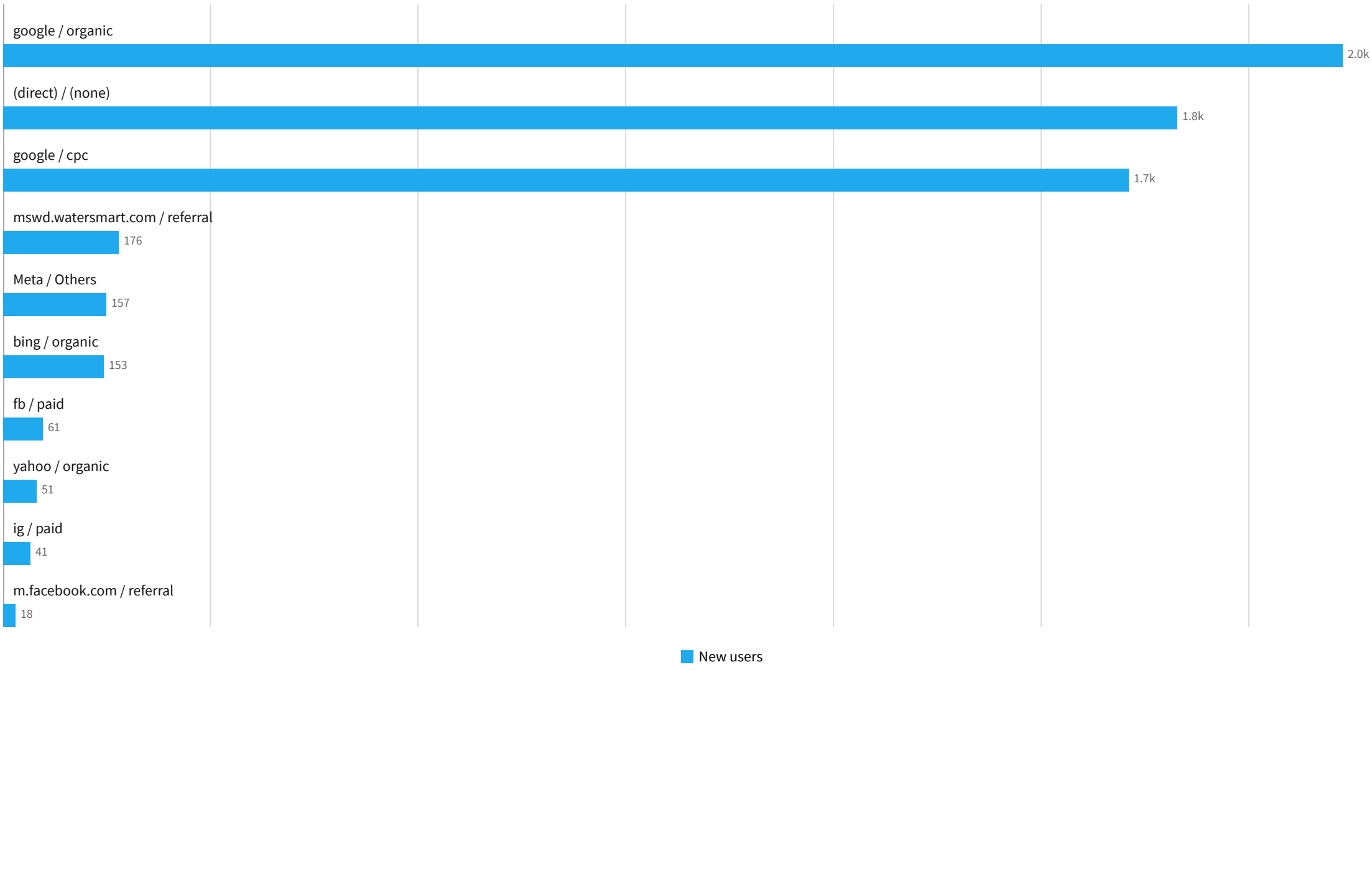
www.mswd.org - http://www.mswd.org - GA4

City	Users
Los Angeles	1,351
Desert Hot Springs	1,349
(not set)	553
Indio	438
San Jose	401
Palm Springs	305
San Diego	186
Cathedral City	179
Riverside	173
La Quinta	163
	7,305

Item 26.

New users by First user source / medium

www.mswd.org - http://www.mswd.org - GA4



Facebook Account Overview (August 1 - 31, 2024)

Posts Published	Total Likes	New Likes	Unlikes
25	1,241	1	1
+1 | 4.2%		-1 | -50.0%	+1

Total Reach	Organic Reach	Paid Reach	Impressions	Video Views
127,397	3,709	124,203	322,243	162
+13,937 | 12.3%	+482 | 14.9%	+13,694 | 12.4%	+42,957 | 15.4%	-163 | -50.2%

3 Most Engaging Posts



REAL Academy Interns
💧This is an exciting Worker Wednesday, today we are inter...
19.1%



Worker Wed
💧It takes a team to keep our district running smoothly!💧
...
14.07%



National Backflow Day
💧Today is National Backflow Prevention Day! 💧 The day we ...
10.92%

3 Highest Reach Posts



Educators - Tours
📚💧 Calling all educators! 💧📚 Are you and your students cu...
435



Worker Wed
💧It takes a team to keep our district running smoothly!💧
...
391



Post 36067397
🚨 Protect Our Water! 🚨
We've recently seen a rise in bac...
255

3 Most Shared Posts



We Are Hiring
💧Come work with us! 💧
MSWD is hiring for an Administrati...
4



Turf Rebates
🌿Don't overseed this fall, instead apply for a turf remov...
3



Post 36067397
🚨 Protect Our Water! 🚨
We've recently seen a rise in bac...
3

3 Least Engaging Posts		3 Lowest Reach Posts		3 Least Shared Posts	
 Post 36067397 🚨 Protect Our Water! 🚨 We've recently seen a rise in bac...	4.71%		36	 Clothes Washer Rebate Hit the Labor Day sales this weekend to "Use Less and Sav...	0
 World Water Week World Water Week is the leading conference on global wate...	4.76%		48	 REAL Academy Interns 💧This is an exciting Worker Wednesday, today we are inter...	0
	6.12%		49	 World Water Week World Water Week is the leading conference on global wate...	0

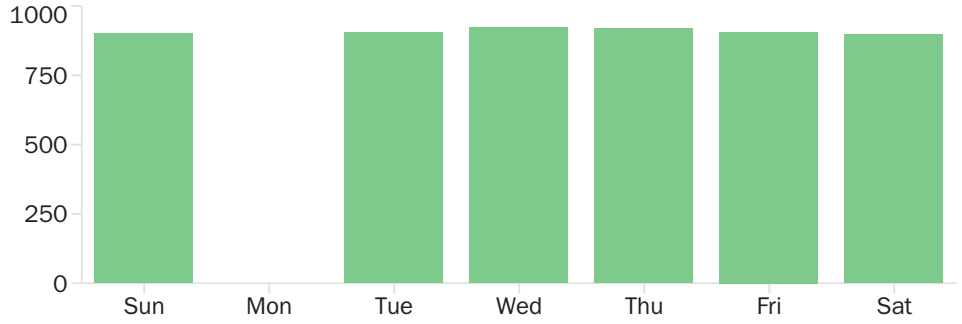
Likes By Country

1. United States of America *(1,209 likes)*
2. Mexico *(12 likes)*
3. France *(4 likes)*
4. Canada *(2 likes)*
5. Sierra Leone *(1 like)*

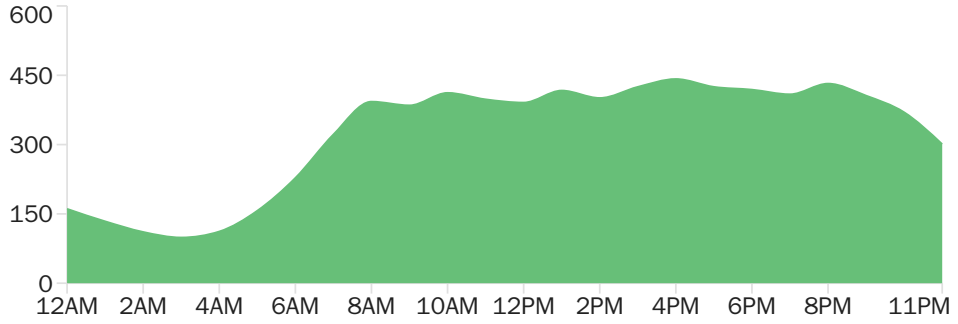
Likes By City

1. Desert Hot Springs, CA *(556 likes)*
2. Indio, CA *(68 likes)*
3. Cathedral City, CA *(52 likes)*
4. La Quinta, CA *(45 likes)*
5. Palm Springs, CA *(44 likes)*

Days your fans are online



Hours fans are online



Facebook Post Metrics (August 1 - 31, 2024)

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Video Views
August 30, 2024 12:16 PM PDT	Image	 Clothes Washer Rebate Hit the Labor Day sales this weekend to "Use Less and Save More"! 🛒🛍️ Did you know you can get rebates for upgrading to a high-efficiency clothes washer? Not only will you save money on your purch...	Conservation/Reba···	83	9	10.84%	5	0	0	5	0
August 29, 2024 4:04 PM PDT	Image	 Blood Drive Join us September 11, 2024 as we commemorate 9/11 with a meaningful act of kindness! Sign up now for the MSWD LifeStream Blood Drive on September 11th and help save lives. Let's turn a day of trage...	Event	122	9	7.38%	8	1	1	3	0
August 28, 2024 3:34 PM PDT	Image	 REAL Academy Interns 💧This is an exciting Worker Wednesday, today we are interviewing another round of students from Desert Hot Springs High School REAL Academy for fall internships to work in our Accounting, Customer ...	Worker Wed	178	34	19.1%	13	0	0	28	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
August 27, 2024 4:59 PM PDT	Image	 Educators - Tours 📚💧 Calling all educators! 💧📚 Are you and your students curious about how our water and wastewater systems work? Look no further! MSWD is thrilled to offer tours of our wastewater facilities to scho...	Event	435	35	8.05%	11	2	2	39	0
August 26, 2024 4:50 PM PDT	Image	 World Water Week World Water Week is the leading conference on global water issues, held every year since 1991. World Water Week 2024 is centered on water cooperation, for peace and security. A few global water f...	Event	63	3	4.76%	3	0	0	0	0
August 23, 2024 4:04 PM PDT	Image	 August Calendar Winner 💧Victoria from Bella Vista Elementary reminds us: Instead of washing your car at home, take it to a car wash! You will save time and help our environment since the water at commercial car washes ...	Conservation/Reba···	104	7	6.73%	6	0	0	0	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
August 22, 2024 4:04 PM PDT	Image	 August Newsletter 💧Don't forget to check out our August Water Matters newsletter, and see what we have been up to this month! 💧 Our August Water Matters newsletter features information about MSWD's 2025 Student Cal...	Conservation/Reba··· News Releases	87	8	9.2%	6	0	0	3	0
August 21, 2024 3:33 PM PDT	Image	 Worker Wed 💧It takes a team to keep our district running smoothly! 💧 Shoutout to all departments for their hard work, including our dedicated Lead Fleet and Facilities Maintenance Worker, who was spotted putt...	Worker Wed	391	55	14.07%	31	0	1	70	0
August 20, 2024 12:20 PM PDT	Image	 Post 36067397 🚨 Protect Our Water! 🚨 We've recently seen a rise in backflow device thefts. These devices prevent water from re-entering our supply. The cost of repairing or replacing these essential devices fal...		255	12	4.71%	7	0	3	4	0
August 19, 2024 4:32 PM PDT	Image			48	5	10.42%	5	0	0	0	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Click	
August 19, 2024 4:32 PM PDT	Image			49	3	6.12%	5	0	1	0	0
August 19, 2024 4:32 PM PDT	Image			36	3	8.33%	3	0	0	0	0
August 19, 2024 4:25 PM PDT	Image	 Post 36038075 💧As the summer heat continues to go up, so do our bills. 💧Qualifying residents can receive financial assistance with the Inland SoCal United Way who assists low-income customers pay their water bill...		109	7	6.42%	5	0	0	1	0
August 16, 2024 12:04 PM PDT	Video	 National Backflow Day 💧Today is National Backflow Prevention Day! 💧 The day we celebrate backflow prevention and cross-connection control and those who install, maintain, and test backflow preventers. Backflow is unwant...	Worker Wed Event	119	13	10.92%	9	0	0	6	73

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
August 15, 2024 11:30 AM PDT	Image	 Worker Water Quality Month 💧August is Water Quality Month, at MSWD, we're committed to providing water that meets and exceeds state and federal standards every day. Not only do we test our water thousands of times a year, bu...	Worker Wed Event	125	11	8.8%	8	0	0	2	0
August 14, 2024 5:47 PM PDT	Image	 Calendar Contest 🎨💧Calling all students K-12, it's time for the 2025 annual MSWD calendar drawing contest! 💧🎨 MSWD is accepting entries into a special calendar drawing contest taking place now through October 2, 2...	Event News Releases	138	10	7.25%	12	0	2	1	0
August 13, 2024 4:04 PM PDT	Image	 Check for Leaky Faucets 💧Check for leaky faucets indoors and outdoors, even small drips add up to higher bills, and wasted water. 💧 On average, a faucet drips about 10 times per minute, which is about 15,140 drips pe...	Conservation/Reba···	143	10	6.99%	9	0	1	0	0

782

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
August 12, 2024 4:05 PM PDT	Image	 Turf Rebates 🌿Don't overseed this fall, instead apply for a turf removal rebate! Did you know that MSWD's Turf Removal Rebate Program offers rebates of $2 per square foot for turf replacement? Residential custo...	Conservation/Reba···	190	13	6.84%	17	0	3	1	0
August 09, 2024 4:04 PM PDT	Image	 Water Quality Month During this National Water Quality Month stay hydrated by drinking your award-winning Mission Springs tap water and refilling your reusable water bottle throughout the day. 💧💦 MSWD is proud to serv...		154	13	8.44%	13	0	1	4	0
August 08, 2024 10:26 AM PDT	Image	 We Are Hiring 💧Come work with us! 💧 MSWD is hiring for an Administrative Assistant I/II, Engineering Technician I/II, and a Lead Collections System Operator. Apply today at https://www.mswd.org/jobs. #MSWD #Wat...	New Hire / Jobs	250	22	8.8%	9	0	4	12	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
August 07, 2024 4:00 PM PDT	Image	 Post 35731369 💧Our operations team is always hard at work to keep our water flowing to your taps! Recently, they've been busy with valve replacements and mainline repairs to ensure everything continues to run sm...	Worker Wed	191	20	10.47%	10	0	1	11	0
August 06, 2024 4:35 PM PDT	Image	 Post 35695827 Back to School Week is Here! As you hit the books and head back to the classrooms, remember to stay hydrated with our award winning water! 💦 💧Bring your reusable water bottles to class 💧Keep it ec...		68	7	10.29%	6	0	0	0	0
August 05, 2024 4:35 PM PDT	Image	 Post 35657242 Did you know you can receive online alerts about your water usage, including possible leaks? 💧 Avoid unexpected high bills by staying informed! Our customer web portal provides detailed insights on...		97	9	9.28%	7	0	0	1	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	
August 02, 2024 4:04 PM PDT	Image	 International Beer Day 💧Happy international Beer Day! 💧Did you know that brewing beer is a water-intensive process? While it might seem obvious that water is a key ingredient, it actually makes up 90-95% of the beer we e...	Event	176	15	8.52%	13	0	1	2	0
August 01, 2024 2:04 PM PDT	Image	 National Water Quality Day 💧 August is National Water Quality Month! 💧 Did you know this month is dedicated to raising awareness about the importance of clean water and protecting our precious water resources? The United Nati...	Conservation/Reba···	97	7	7.22%	6	0	0	1	0
			Total	3,708	340		227	3	21	194	73
			Average	148.3	13.6	9.17%	9.1	0.1	0.8	7.8	2.9

Twitter Account Overview (August 1 - 31, 2024)

Tweets Published	Total Likes	Total Retweets	Total Followers	Following
22	0	0	106	99
-1 | -4.3%			-1 | -0.9%	

3 Most Retweeted Posts



National Water Quality Day
💧 August is National Water Quality Month! 💧Did you know this month is dedicated to raising awareness about the import... 0



International Beer Day
💧Happy international Beer Day! 💧Did you know that brewing beer is a water-intensive process? While it might seem obvi... 0



Post 35657242
Did you know you can receive online alerts about your water usage, including possible leaks? 💧 Avoid unexpected high ... 0

3 Most Liked Posts



National Water Quality Day
💧 August is National Water Quality Month! 💧Did you know this month is dedicated to raising awareness about the import... 0



International Beer Day
💧Happy international Beer Day! 💧Did you know that brewing beer is a water-intensive process? While it might seem obvi... 0



Post 35657242
Did you know you can receive online alerts about your water usage, including possible leaks? 💧 Avoid unexpected high ... 0

3 Least Retweeted Posts



Clothes Washer Rebate
Hit the Labor Day sales this weekend to "Use Less and Save More"! 🛒Did you know you can get rebates for upgrading to ... 0



Blood Drive
Join us September 11, 2024 as we commemorate 9/11 with a meaningful act of kindness! Sign up now for the MSWD LifeStr... 0



REAL Academy Interns
💧This is an exciting Worker Wednesday, today we are interviewing another round of students from Desert Hot Springs Hi... 0

3 Least Liked Posts



Clothes Washer Rebate
Hit the Labor Day sales this weekend to "Use Less and Save More"! 🛒Did you know you can get rebates for upgrading to ... 0



Blood Drive
Join us September 11, 2024 as we commemorate 9/11 with a meaningful act of kindness! Sign up now for the MSWD LifeStr... 0



REAL Academy Interns
💧This is an exciting Worker Wednesday, today we are interviewing another round of students from Desert Hot Springs Hi... 0

Twitter Post Metrics (August 1 - 31, 2024)

Date	Format	Post	Labels	Retweets	Likes
August 30, 2024 12:16 PM PDT	Image	 Clothes Washer Rebate Hit the Labor Day sales this weekend to "Use Less and Save More"! 🛒Did you know you can get rebates for upgrading to a high-efficiency clothes washer? Save money on your purchase, and reduce your e...	Conservation/Rebates	0	0
August 29, 2024 4:04 PM PDT	Image	 Blood Drive Join us September 11, 2024 as we commemorate 9/11 with a meaningful act of kindness! Sign up now for the MSWD LifeStream Blood Drive on September 11th and help save lives. Scan the QR code, call 80...	Event	0	0
August 28, 2024 3:34 PM PDT	Image	 REAL Academy Interns 💧This is an exciting Worker Wednesday, today we are interviewing another round of students from Desert Hot Springs High School REAL Academy for fall internships to work in our Accounting, Customer ...	Worker Wed	0	0

Date	Format	Post	Labels	Retweets	
August 27, 2024 4:59 PM PDT	Image	 Educators - Tours Calling all educators! 💧📚 Are you and your students curious about how our water and wastewater systems work? MSWD offers tours of our wastewater facilities, to organize a tour or request more infor...	Event	0	0
August 26, 2024 4:50 PM PDT	Image	 World Water Week World Water Week is the leading conference on global water issues, held every year since https://t.co/6iDAdd1ztf Water Week 2024 is centered on water cooperation, for peace and security. 1 in 3 peo...	Event	0	0
August 23, 2024 4:04 PM PDT	Image	 August Calendar Winner 💧Victoria from Bella Vista Elementary reminds us: Instead of washing your car at home, take it to a car wash! 💧You will save time and help our environment since the water at most commercial car was...	Conservation/Rebates	0	0

Date	Format	Post	Labels	Retweets	
August 22, 2024 4:04 PM PDT	Image	 August Newsletter 💧Don't forget to check out our August Water Matters newsletter, and see what we have been up to this month! 💧Our monthly newsletter can be found with your paper bill, E-Bill, and on our website at ...	Conservation/Rebates News Releases	0	0
August 21, 2024 3:33 PM PDT	Image	 Worker Wed 💧It takes a team to keep our district running smoothly! 💧Shoutout to all departments for their hard work, including our dedicated Lead Fleet and Facilities Maintenance Worker, who was spotted putti...	Worker Wed	0	0
August 20, 2024 12:20 PM PDT	Image	 Post 36067397 We've seen a rise in backflow device thefts. These devices prevent water from re-entering our supply, the cost of repairing or replacing these essential devices falls on business owners. If you not...		0	0

Date	Format	Post	Labels	Retweets	
August 19, 2024 4:25 PM PDT	Image	 Post 36038075 As the summer heat continues to go up, so do our bills. 💧Qualifying residents can receive financial assistance with the Inland SoCal United Way who assists low-income customers pay their water bills...		0	0
August 16, 2024 12:04 PM PDT	Video	 National Backflow Day 💧Today is National Backflow Prevention Day! 💧 The day we celebrate backflow prevention and cross-connection control and those who install, maintain, and test backflow preventers. To learn more abou...	Worker Wed Event	0	0
August 15, 2024 11:31 AM PDT	Image	 Worker Water Quality Month 💧August is Water Quality Month, at MSWD, we're committed to providing water that meets and exceeds state and federal standards every day. Our crews work hard at maintaining the system to ensure whe...	Worker Wed Event	0	0

Date	Format	Post	Labels	Retweets	
August 14, 2024 5:47 PM PDT	Image	 Calendar Contest 🎨💧Calling all students K-12, it's time for the 2025 annual MSWD calendar drawing contest! 🎨 MSWD is accepting entries for the calendar drawing contest, now through October 2, 2024. For more informa...	Event News Releases	0	0
August 13, 2024 4:04 PM PDT	Image	 Check for Leaky Faucets Check for leaky faucets indoors and outdoors, even small drips add up to higher bills, and wasted water. 💧 If a faucet drips once every second, it would waste 5 gallons in a day. Get tips on findin...	Conservation/Rebates	0	0
August 12, 2024 4:05 PM PDT	Image	 Turf Rebates Don't overseed this fall, instead apply for a turf removal rebate! Did you know that MSWD's Turf Removal Rebate Program offers rebates of $2 per square foot for turf replacement? Before you let you...	Conservation/Rebates	0	0

Date	Format	Post	Labels	Retweets	
August 09, 2024 4:04 PM PDT	Image	 Water Quality Month During this National Water Quality Month stay hydrated by drinking your award-winning Mission Springs tap water and refilling your reusable water bottle throughout the day. 💧💦 MSWD is proud to serv...		0	0
August 08, 2024 10:26 AM PDT	Image	 We Are Hiring 💧Come work with us! 💧 MSWD is hiring for an Administrative Assistant I/II, Engineering Technician I/II, and a Lead Collections System Operator. Apply today at https://t.co/lbdnjwSHGm. #MSWD #Water...	New Hire / Jobs	0	0
August 07, 2024 4:02 PM PDT	Image	 Post 35731369 Our operations team is always hard at work to keep our water flowing to your taps! They've been busy with valve replacements and mainline repairs to ensure everything continues to run smoothly. We ...	Worker Wed	0	0

Date	Format	Post	Labels	Retweets	Item 26.
August 06, 2024 4:35 PM PDT	Image	 Post 35695827 Back to School Week is Here! 💧As you hit the books and head back to the classrooms, remember to stay hydrated with our award winning water! If your student does not have a reusable water bottle, st...		0	0
August 05, 2024 4:35 PM PDT	Image	 Post 35657242 Did you know you can receive online alerts about your water usage, including possible leaks? 💧 Avoid unexpected high bills by staying informed! Sign up today at https://t.co/ibvtmJc2ly and take con...		0	0
August 02, 2024 4:04 PM PDT	Image	 International Beer Day 💧Happy international Beer Day! 💧Did you know that brewing beer is a water-intensive process? While it might seem obvious that water is a key ingredient, it actually makes up 90-95% of the beer we e...	Event	0	0

Date	Format	Post	Labels	Retweets	
August 01, 2024 2:04 PM PDT	Image	 National Water Quality Day 💧 August is National Water Quality Month! 💧 Did you know this month is dedicated to raising awareness about the importance of clean water and protecting our precious water resources? To view the 20...	Conservation/Rebates	0	0
			Total	0	0
			Average	0.0	0.0

Instagram Account Overview (August 1 - 31, 2024)

Posts Published	Total Followers	New Followers	Impressions	Reach	Profile Views
22	360	18	12,557	8,677	160
-1 | -4.3%	+15 | 4.3%	+11 | 157.1%	+9,395 | 297.1%	+6,550 | 307.9%	+97 | 154.0%

3 Most Liked Posts



REAL Academy Interns
💧This is an exciting Worker Wednesday, today we are interviewing another round of students from Desert Hot Springs Hi... — 33



Worker Wed
💧It takes a team to keep our district running smoothly! 💧 Shoutout to all departments for their hard work, including... — 15



National Backflow Day
💧Today is National Backflow Prevention Day! 💧 The day we celebrate backflow prevention and cross-connection control a... — 12

3 Most Commented Posts



Worker Wed
💧It takes a team to keep our district running smoothly! 💧 Shoutout to all departments for their hard work, including... — 1



National Water Quality Day
💧 August is National Water Quality Month! 💧Did you know this month is dedicated to raising awareness about the import... — 0



International Beer Day
💧Happy international Beer Day! 💧Did you know that brewing beer is a water-intensive process? While it might seem obvi... — 0

3 Least Liked Posts



Blood Drive
Join us September 11, 2024 as we commemorate 9/11 with a meaningful act of kindness! Sign up now for the MSWD LifeStr... 2



Post 36038075
💧As the summer heat continues to go up, so do our bills.💧 Qualifying residents can receive financial assistance with t... 3



Post 35695827
Back to School Week is Here! As you hit the books and head back to the classrooms, remember to stay hydrated with our... 3

3 Least Commented Posts



Clothes Washer Rebate
Hit the Labor Day sales this weekend to "Use Less and Save More"! 🛒🛍️
Did you know you can get rebates for upgrading... 0



Blood Drive
Join us September 11, 2024 as we commemorate 9/11 with a meaningful act of kindness! Sign up now for the MSWD LifeStr... 0



REAL Academy Interns
💧This is an exciting Worker Wednesday, today we are interviewing another round of students from Desert Hot Springs Hi... 0

Instagram Story Metrics (August 1 - 31, 2024)

Date	Story	Labels	Exits	Impressions	Reach	Replies	Taps Forward	Taps Back
August 30, 2024 12:16 PM PDT	Clothes Washer Rebate	Conservation/Rebates	3	19	19	0	15	1
August 29, 2024 4:04 PM PDT	Blood Drive	Event	3	23	23	0	9	1
August 23, 2024 4:04 PM PDT	August Calendar Winner	Conservation/Rebates	7	27	27	0	16	-
August 22, 2024 4:05 PM PDT	Water Matters Stories		3	17	17	0	10	-
August 21, 2024 3:33 PM PDT	Worker Wed	Worker Wed	9	32	32	0	21	1
August 20, 2024 1:54 PM PDT	Post 36071180		6	28	28	0	15	6
August 19, 2024 4:33 PM PDT	Post 36038123		-	18	18	0	18	-
August 18, 2024 9:17 PM PDT			1	12	12	0	14	-
August 18, 2024 9:17 PM PDT			-	13	13	0	13	-
August 18, 2024 9:17 PM PDT			1	15	15	0	11	-

Date	Story	Labels	Exits	Impressions	Reach	Replies	Taps Forward	
August 18, 2024 9:16 PM PDT			2	18	18	0	13	-
August 16, 2024 1:20 PM PDT			1	6	6	0	6	2
August 16, 2024 1:20 PM PDT			-	7	7	0	10	2
August 16, 2024 1:19 PM PDT			-	7	7	0	10	3
August 16, 2024 1:19 PM PDT			1	8	8	0	12	1
August 16, 2024 1:19 PM PDT			-	12	10	0	9	-
August 15, 2024 11:37 AM PDT			5	37	37	0	30	1
August 14, 2024 7:25 PM PDT			2	17	16	0	21	11
August 14, 2024 7:25 PM PDT			5	18	18	0	31	2
August 14, 2024 7:25 PM PDT			-	19	19	0	26	3

Date	Story	Labels	Exits	Impressions	Reach	Replies	Taps Forward	*Item 26.*
August 14, 2024 7:24 PM PDT	 Calling all students K -12 ! To enter the 2025 calendar contest and more information go to: MSWD.org/calendarcontest		3	26	26	0	22	1
August 13, 2024 4:05 PM PDT	 Post 35888304		11	36	36	0	24	-

Instagram Post Metrics (August 1 - 31, 2024)

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Video Views
August 30, 2024 12:16 PM PDT	Image	 Clothes Washer Rebate Hit the Labor Day sales this weekend to "Use Less and Save More"! 🛒🛍️ Did you know you can get rebates for upgrading to a high-efficiency clothes washer? Not only will you save money on your purch...	Conservation/Reba···	4	0	24	23	4	17.39%	0	
August 29, 2024 4:04 PM PDT	Image	 Blood Drive Join us September 11, 2024 as we commemorate 9/11 with a meaningful act of kindness! Sign up now for the MSWD LifeStream Blood Drive on September 11th and help save lives. Let's turn a day of trage...	Event	2	0	26	25	2	8.0%	0	
August 28, 2024 3:34 PM PDT	Image	 REAL Academy Interns 💧This is an exciting Worker Wednesday, today we are interviewing another round of students from Desert Hot Springs High School REAL Academy for fall internships to work in our Accounting, Customer ...	Worker Wed	33	0	433	300	34	11.33%	1	

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
August 27, 2024 4:59 PM PDT	Image	 Educators - Tours 📚💧 Calling all educators! 💧📚 Are you and your students curious about how our water and wastewater systems work? Look no further! MSWD is thrilled to offer tours of our wastewater facilities to scho...	Event	9	0	62	49	9	18.37%	0
August 26, 2024 4:50 PM PDT	Image	 World Water Week World Water Week is the leading conference on global water issues, held every year since 1991. World Water Week 2024 is centered on water cooperation, for peace and security. A few global water f...	Event	5	0	43	36	5	13.89%	0
August 23, 2024 4:04 PM PDT	Image	 August Calendar Winner 💧Victoria from Bella Vista Elementary reminds us: Instead of washing your car at home, take it to a car wash! You will save time and help our environment since the water at commercial car washes ...	Conservation/Reba···	6	0	51	43	6	13.95%	0

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
August 22, 2024 4:04 PM PDT	Image	 August Newsletter 💧Don't forget to check out our August Water Matters newsletter, and see what we have been up to this month! 💧 Our August Water Matters newsletter features information about MSWD's 2025 Student Cal...	Conservation/Reba··· News Releases	5	0	50	44	5	11.36%	0
August 21, 2024 3:33 PM PDT	Image	 Worker Wed 💧It takes a team to keep our district running smoothly! 💧 Shoutout to all departments for their hard work, including our dedicated Lead Fleet and Facilities Maintenance Worker, who was spotted put...	Worker Wed	15	1	81	73	17	23.29%	1
August 20, 2024 12:20 PM PDT	Image	 Post 36067397 🚨 Protect Our Water! 🚨 We've recently seen a rise in backflow device thefts. These devices prevent water from re-entering our supply. The cost of repairing or replacing these essential devices fal...		4	0	40	36	4	11.11%	0

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
August 19, 2024 4:25 PM PDT	Image	 Post 36038075 💧As the summer heat continues to go up, so do our bills. 💧Qualifying residents can receive financial assistance with the Inland SoCal United Way who assists low-income customers pay their water bill...		3	0	34	30	3	10.0%	0
August 16, 2024 12:04 PM PDT	Video	 National Backflow Day 💧Today is National Backflow Prevention Day! 💧 The day we celebrate backflow prevention and cross-connection control and those who install, maintain, and test backflow preventers. Backflow is unwant...	Worker Wed Event	12	0		63	12	19.05%	0
August 15, 2024 11:31 AM PDT	Image	 Worker Water Quality Month 💧August is Water Quality Month, at MSWD, we're committed to providing water that meets and exceeds state and federal standards every day. Not only do we test our water thousands of times a year, bu...	Worker Wed Event	5	0	125	84	6	7.14%	1

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
August 14, 2024 5:48 PM PDT	Image	 Calendar Contest 🎨💧Calling all students K-12, it's time for the 2025 annual MSWD calendar drawing contest! 💧🎨 MSWD is accepting entries into a special calendar drawing contest taking place now through October 2, 2...	Event News Releases	9	0	182	140	9	6.43%	0
August 13, 2024 4:04 PM PDT	Image	 Check for Leaky Faucets Check for leaky faucets indoors and outdoors, even small drips add up to higher bills, and wasted water. 💧 On average, a faucet drips about 10 times per minute, which is about 15,140 drips per...	Conservation/Reba···	6	0	80	66	6	9.09%	0
August 12, 2024 4:05 PM PDT	Image	 Turf Rebates 🌿Don't overseed this fall, instead apply for a turf removal rebate! Did you know that MSWD's Turf Removal Rebate Program offers rebates of $2 per square foot for turf replacement? Residential custo...	Conservation/Reba···	5	0	53	42	6	14.29%	1

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
August 09, 2024 4:04 PM PDT	Image	 Water Quality Month During this National Water Quality Month stay hydrated by drinking your award-winning Mission Springs tap water and refilling your reusable water bottle throughout the day. 💧💦 MSWD is proud to serv...		9	0	128	71	9	12.68%	0
August 08, 2024 10:27 AM PDT	Image	 We Are Hiring 💧Come work with us! 💧 MSWD is hiring for an Administrative Assistant I/II, Engineering Technician I/II, and a Lead Collections System Operator. Apply today at https://www.mswd.org/jobs. #MSWD #Wat...	New Hire / Jobs	5	0	205	154	6	3.9%	1
August 07, 2024 4:02 PM PDT	Image	 Post 35731369 💧Our operations team is always hard at work to keep our water flowing to your taps! Recently, they've been busy with valve replacements and mainline repairs to ensure everything continues to run sm...	Worker Wed	11	0	60	49	12	24.49%	1

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
August 06, 2024 4:35 PM PDT	Image	 Post 35695827 Back to School Week is Here! As you hit the books and head back to the classrooms, remember to stay hydrated with our award winning water! 💧Bring your reusable water bottles to class 💧Keep it eco...		3	0	43	35	3	8.57%	0
August 05, 2024 4:35 PM PDT	Image	 Post 35657242 Did you know you can receive online alerts about your water usage, including possible leaks? 💧 Avoid unexpected high bills by staying informed! Our customer web portal provides detailed insights on...		7	0	65	50	7	14.0%	0
August 02, 2024 4:04 PM PDT	Image	 International Beer Day 💧Happy international Beer Day! 💧Did you know that brewing beer is a water-intensive process? While it might seem obvious that water is a key ingredient, it actually makes up 90-95% of the beer we e...	Event	7	0	53	44	7	15.91%	0

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves
August 01, 2024 2:04 PM PDT	Image	 National Water Quality Day 💧 August is National Water Quality Month! 💧 Did you know this month is dedicated to raising awareness about the importance of clean water and protecting our precious water resources? The United Nati...	Conservation/Reba···	6	0	40	34	6	17.65%	0
			Total	171	1	1,878	1,491	178		6
			Average	7.8	0.0	89.4	67.8	8.1	11.94%	0.3

LinkedIn Account Overview (August 1 - 31, 2024)

Posts Published	Likes	Views	Followers
2	23	21	347
+2	+9 | 64.3%	-1 | -4.5%	+7 | 2.1%

Comments	Impressions	Clicks	Engagement Rate
0	1,198	102	8.02%
-1 | -100.0%	+636 | 113.2%	+83 | 436.8%	+0.0 | 3.7%

LinkedIn Post Metrics (August 1 - 31, 2024)

Date	Format	Post	Labels	Shares	Clicks	Engagement Rate	Reactions	Impressions	Comments
August 28, 2024 3:46 PM PDT	Image	 REAL Academy Interns This is an exciting Worker Wednesday, today we are interviewing another round of students from Desert Hot Springs High School REAL Academy for fall internships to work in our Accounting, Customer S...	Worker Wed	0	25	18.72%	10	187	0
August 08, 2024 10:26 AM PDT	Image	 We Are Hiring 💧Come work with us! 💧 MSWD is hiring for an Administrative Assistant I/II, Engineering Technician I/II, and a Lead Collections System Operator. Apply today at https://www.mswd.org/jobs. #MSWD #Wat...	New Hire / Jobs	2	74	9.42%	15	966	0
			Total	2	99		25	1,153	0
			Average	1.0	49.5	14.07%	12.5	576.5	0.0