



Cabazon Water District
14618 Broadway Street • P.O. Box 297
Cabazon, California 92230

FINANCE & AUDIT COMMITTEE MEETING

AGENDA

Meeting Location:
Cabazon Water District Office
14618 Broadway Street
Cabazon, California 92230

Teleconference:
Dial-in #: 978-990-5321
Access Code: 117188

Meeting Date:
Tuesday, June 16, 2020 – 5:00 PM

- CALL TO ORDER
- PLEDGE OF ALLEGIANCE
- ROLL CALL
- FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
 - Balance Sheet
 - Profit and Loss Budget Comparison
 - Fiscal Year (FY) 2020-2021 Budget

2. Finance & Audit Committee District Payables Review and Approval/Signing

PUBLIC COMMENT

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. **Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))**

ADJOURNMENT

ADA Compliance Issues

In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.



Cabazon Water District
14618 Broadway Street • P.O. Box 297
Cabazon, California 92230

REGULAR BOARD MEETING

AGENDA

Meeting Location:

Teleconference:

Dial-in #: 978-990-5321

Access Code: 117188

Email: info@cabazonwater.org

Meeting Date:

Tuesday, June 16, 2020 – 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

REMEMBRANCE OF OUR SERVICE MEN AND WOMEN

ROLL CALL

CONSENT CALENDAR

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

1. Approval of:

- a. Finance and Audit Committee Meeting Minutes and Warrants approved by the committee on May 19, 2020
- b. Regular Board Meeting Minutes and Warrants of May 19, 2020
- c. Special Board Meeting Minutes and Warrants of June 2, 2020

2. Warrants – None

3. Awards of Contracts – None

UPDATES

1. Update: **San Gorgonio Pass Regional Water Alliance Update
(by Director Israel / Director Morris)**

PUBLIC COMMENTS

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District that is not listed on the agenda; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

GENERAL MANAGER/BOARD COMMENTS

1. Future Agenda Items

The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.

- Suggested agenda items from the Public.
- Suggested agenda items from Management.
- Suggested agenda items from Board Members.

2. Management Comments

Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

3. Board Member Comments

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

MISCELLANEOUS

1. Future Board Items/Next Board Meeting Date(s)

- a. Finance & Audit Workshop – Tuesday – July 21, 2020, 5:00 pm
- b. Regular Board Meeting – Tuesday – July 21, 2020, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Pass Regional Water Alliance – Alliance Meeting – Wednesday –

ADJOURNMENT

ADA Compliance Issues

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Cabazon Water District
14618 Broadway Street • P.O. Box 297
Cabazon, California 92230

FINANCE & AUDIT COMMITTEE MEETING

MINUTES

Meeting Location:
Cabazon Water District Office
14618 Broadway Street
Cabazon, California 92230

Teleconference:
Dial-in #: 978-990-5321
Access Code: 117188

Meeting Date:
Tuesday, May 19, 2020 – 5:00 PM

CALL TO ORDER,
PLEDGE OF ALLEGIANCE,
ROLL CALL

Director Wargo - Present
Director Sanderson - Present

Calvin Louie (General Manager) - Present
Elizabeth Lemus, Board Secretary - Present
Cindy Byerrum, Financial Consultant - Absent

FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
- Balance Sheet
 - Profit and Loss Budget Comparison

Balance Sheet:
The District's combined Cash with Chase and LAIF balance was \$1,059,685 at month end. The District's total liabilities were approximately \$1,016,670 at month end.

Profit and Loss:

1. DHPO Contract: This is the amount of the variable charge to the Desert Hills Premium Outlets (DHPO), which is segregated until their contract expires in December 2022. YTD is trending at 64% due to lower water consumption by DHPO.
2. Total Revenues: Outlines the combined total of Operating and Non-Operating Revenues.
3. Total Management & Customer Service: Outline the total wage expense attributable to management & customer service employees. YTD is at 90%.
4. Employee Health Care: YTD is over budget due to higher monthly premiums than anticipated in the budget.
5. Total Payroll: Summarizes the districts total payroll expenses. YTD overall is trending at 87% due to items noted in lines 30 & 35.
6. Meters: Costs of meter repairs & meter testing is trending above target at 92% due to timing of meter purchases.
7. Well Maintenance: Includes costs for well maintenance as well as chemical purchases for wells. YTD is over budget due to invoices from Applied Diving for Tank 1 diving inspection & cleaning (\$57.8K) & invoice from Legend Pump & Well Services relating to Well 1 Rehab (\$29.1K).
8. Total Facilities, Wells, T&D: Summarizes total operating expense relating to facilities, wells, transmission & distribution. YTD is trending on target at 82% due to items noted on lines 43 & 46.
9. Total Utilities – Office: Summarizes total utilities expense for the District office. YTD is trending below target at 71%.
10. Total Office Expenses: Summarizes total District office expenses. YTD is trending below target at 73%.
11. Legal Services: YTD is at 90% due to increased legal work related to the following items: Illegal water hookups, Inquiries regarding charitable donation opportunities, Fireflow/fire sprinklers, and a damaged hydrant.
12. Website Support: YTD is at 92% due to timing of website support expenses.
13. Total Support Services: Summarizes total expenses relating to District support services. YTD is at 93% due to items noted on line 75 & 79.
14. Total Service Tools & Equipment: Summarizes total expenses for service tools & equipment. YTD is trending below target at 75%.

As of April 30th the fiscal year-to-date net income is \$101,753.

2. Finance & Audit Committee District Payables Review and Approval/Signing

PUBLIC COMMENT

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ADJOURNMENT

Motion to adjourn at 17:15 hr. made by Director Sanderson and 2nd by Director Wargo

Director Wargo - Aye
Director Sanderson - Aye

Meeting adjourned at 17:15 hr. on Tuesday, May 19, 2020

Robert Lynk, Board Chair
Board of Directors
Cabazon Water District

Elizabeth Lemus, Secretary
Board of Directors
Cabazon Water District

ADA Compliance Issues

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Cabazon Water District
14618 Broadway Street • P.O. Box 297
Cabazon, California 92230

**REGULAR BOARD MEETING
MINUTES**

Meeting Location:

Teleconference:

Dial-in #: 978-990-5321

Access Code: 117188

Email: info@cabazonwater.org

Meeting Date:

Tuesday, May 19, 2020 – 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

REMEMBRANCE OF OUR SERVICE MEN AND WOMEN

ROLL CALL

Director Martin Sanderson - Present

Director Diana Morris - Present

Director Sarah Wargo - Present

Director Maxine Israel - Present

Director Robert Lynk - Present

Calvin Louie, General Manager - Present

Elizabeth Lemus, Board Secretary - Present

Cindy Byerrum, Financial Consultant - Absent

Steve Anderson, Best Best & Krieger Law Firm - Absent

Joseph Ortiz, Best Best & Krieger Law Firm - Absent

Note: This meeting was recorded by the District -

CONSENT CALENDAR

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

1. Approval of:

- a. Finance and Audit Committee Meeting Minutes and Warrants approved by the committee on April 21, 2020
- b. Regular Board Meeting Minutes and Warrants of April 21, 2020

Motion to approve following consent calendar item(s) (a.) Finance and Audit Committee Meeting Minutes of April 21, 2020, (b.) Regular Board Meeting Minutes of April 21, 2020, made by Director Wargo and 2nd by Director Israel

- Director Sanderson - Aye
- Director Morris - Aye
- Director Wargo - Aye
- Director Israel - Aye
- Director Lynk - Aye

- 2. Warrants – None
- 3. Awards of Contracts – None

UPDATES

- 1. Update: **San Gorgonio Pass Regional Water Alliance Update (by Director Israel / Director Morris)**

Nothing to report; meetings have been temporarily cancelled due to the COVID-19 pandemic.

- 2. Update: **Manager's Operations Report (by GM Louie)**

On May 5, 2020, someone hit a fire hydrant on the N/E corner of Broadway and Bonita. The District will attempt to bill the insurance company for the damages.

Last week the GM received a call regarding suspicious water activity; it appears that someone is filling a bulk water tank on the back of a truck, and is delivering water to Cabazon lots that do not have meters in the Hattie/Elm street area. Please report any suspicious activity to the District and Sheriff's office.

Recruitment update on Field Crew Worker I – placed on hold for the time being (especially due to COVID-19), but a temporary meter reader position may be opening soon.

Edison PSPS Events – A PSPS workshop with Edison and the CWD Board/Public will be scheduled as the COVID-19 situation changes and meetings are able to held in public again.

The district office front lobby is still closed to the general public. Payments may be made online via the district website, or via dropbox (check or money order payments).

Personnel Committee to meet with GM soon, regarding his annual performance

11/26

evaluation.

NEW BUSINESS

1. Discussion/Action: **Customer Concern: Hugo Vasquez, Manzanillo St.**

Item tabled; the customer was not present during the phone call, although he was made aware of the call-in number, date, and time.

No objections were voiced by either board or public.

2. Discussion/Action: **United Rentals Quote for a portable generator (as a power backup source for wells during planned or unplanned power outages). Quote # 181089988.**

Item tabled. Because the quote is so high, the General Manager would like to look into alternative options, such as leasing a generator for several months.

No objections were voiced by either board or public.

3. Discussion/Action: **Tess Electric Quote: Proposed Installation of electrical lines at 50100 Main St. for future District yard accommodations (Main/Pecan St. Yard).**

It was estimated that it would cost approximately \$5,000 to have electrical installed at the Main/Pecan St. yard. This yard will eventually be the District's new equipment yard (relocating from the 50256 Main St. yard, since it is owned by the County of Riverside).

Motion to approve the Tess Electric Quote: Proposed installation of electrical lines at 50100 Main St. for future district yard accommodations made by Director Wargo and 2nd by Director Sanderson.

- Director Sanderson - Aye
- Director Morris - Aye
- Director Wargo - Aye
- Director Israel - Aye
- Director Lynk - Aye

4. Discussion/Action: **Connex Purchase Quote for 50100 Main St., in addition to transporting one existing District connex from old 50256 Main St yard to new 50100 Main St yard.**

The Board made an amended motion to approve Quote #84927 from Storage Containers 4 Less Inc., provided that after tax, the total does not exceed \$3,500 for the purchase of one connex and the relocation of the district's current connex.

Motion to approve quote #84927 from Storage Containers 4 Less Inc., provided that after tax the total does not exceed \$3,500 made by Director Sanderson and 2nd by Director Israel.

Director Sanderson - Aye
Director Morris - Aye
Director Wargo - Aye
Director Israel - Aye
Director Lynk - Aye

5. Discussion/Action: District Ford Fiesta vehicle use for meter reading and other similar District functions. (Director Wargo and Lynk)

The General Manager discussed the use of the Ford Fiesta with the Board. There were a few good questions/points brought up and discussed. Overall, the Board did not want to take action, as they do not intend to micromanage, but they wanted the GM to be aware that they have heard comments from the public regarding the vehicle use for meter reading.

No action taken; item dropped. No objections were voiced by either Board or public.

6. Discussion/Action: District cell phone issuance for Board Directors.

The General Manager issued a memo with the opinion that the Board may not require cell phones from the District. The Board agreed; no one voiced the opinion that they felt the Board needed to obtain phones through the District. Director Wargo also asked that group texts to Directors be discontinued (apparently there was at least one instance of this occurring).

No action. Item dropped. No objections were voiced by either board or public.

OLD BUSINESS

1. Discussion/Action: CUSI Interactive Voice Recognition (IVR) Interface Contract (to electronically contact customers regarding pending service terminations due to non-payment). (by AGM Lemus)

It was recommended that the board table this item, as there were still a few questions that had not yet been answered. Director Morris also pointed out that there was a clause in the proposal that stated "price increases may occur with or without warning". The Board did not want that language included in the contract, as the District wants to be notified of any price increases before they occur.

Item tabled. No objections were voiced by either board or public.

- 2. Discussion/Action: District Office A/C System Repair – Quote #012320139A from Ontario Refrigeration: Install new Johnson Controls FX80 Supervisory Controller (current system is Schneider Electric) (by GM Louie)

It was recommended that the board table this item, as the district was waiting for a quote from Redline A/C Services.

Item tabled. No objections were voiced by either board or public.

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GENERAL MANAGER/BOARD COMMENTS

- 1. Future Agenda Items

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- Suggested agenda items from the Public.
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- 3. Board Member Comments

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

MISCELLANEOUS

- 1. Future Board Items/Next Board Meeting Date(s)

- a. Finance & Audit Workshop – Tuesday – June 16, 2020, 5:00 pm
- b. Regular Board Meeting – Tuesday – June 16, 2020, 6:00 pm
- c. Personnel Committee – TBA

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- d. San Gorgonio Pass Regional Water Alliance – Alliance Meeting – Temporarily suspended during the COVID-19 pandemic.

ADJOURNMENT

Motion to adjourn at 19:17 hr. made by Director Israel and 2nd by Director Sanderson.

- Director Sanderson - Aye
- Director Morris - Aye
- Director Wargo - Aye
- Director Israel - Aye
- Director Lynk - Aye

Meeting adjourned at 19:17 hr. on Tuesday, May 19, 2020

Robert Lynk, Board Chair
Board of Directors
Cabazon Water District

Elizabeth Lemus, Secretary
Board of Directors
Cabazon Water District

ADA Compliance Issues

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Cabazon Water District
14618 Broadway Street • P.O. Box 297
Cabazon, California 92230

**SPECIAL BOARD MEETING
MINUTES**

Meeting Location:

Teleconference:

Dial-in #: 978-990-5321

Access Code: 117188

Email: info@cabazonwater.org

Meeting Date:

Tuesday, June 2, 2020 – 4:00 PM

CALL TO ORDER @16:11 hr.

PLEDGE OF ALLEGIANCE

REMEMBRANCE OF OUR SERVICE MEN AND WOMEN

ROLL CALL

- Director Martin Sanderson - Present
- Director Diana Morris - Absent
- Director Sarah Wargo - Present
- Director Maxine Israel - Present
- Director Robert Lynk - Present

- Calvin Louie, General Manager - Present
- Elizabeth Lemus, Board Secretary - Present
- Cindy Byerrum, Financial Consultant - Absent
- Steve Anderson, Best Best & Krieger Law Firm - Absent
- Joseph Ortiz, Best Best & Krieger Law Firm - Absent

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CONSENT CALENDAR

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- 1. Approval of - None
- 2. Warrants – None
- 3. Awards of Contracts – None

UPDATES

NEW BUSINESS

- 1. Discussion/Action: **Riverside County Cabazon Sidewalk Project; approval of Quitclaim and Easement Deeds to allow the County to construct sidewalk improvements.**

The GM was previously granted (in Dec. 2019) blanket authority to sign such documents on behalf of the District, but he wanted to bring this item to the Board's attention and obtain a consensus from the Board in regards to him signing off on an easement for the County to construct sidewalks in portions of town.

While the sidewalk improvement project is in its planning stage, the documents provided in the board packets were drafts; the final versions have not yet been completed by the County of Riverside.

No motion was taken, but a roll call consensus was taken, giving approval to the GM to authorize the easement deeding to the County of Riverside for sidewalk improvement projects (once the County has completed the documents ready for signature). Director Sanderson, Wargo, Israel, and Lynk all individual gave their consensus. Director Morris was absent from the meeting. No objections by Board or public were made.

- 2. Discussion/Action: **Approval of State Water Resources Control Board Agreement No. SWRCB D1902034: Grant Funding to develop preliminary design documents for a new production well, improvements to existing wells, in addition to developing preliminary design documents for the replacement of a 50-year old transmission pipeline crossing the I-10 freeway.**

It was brought up that it might cost approximately \$42k for the grant application, but the grant funding would then be approximately \$457,000 for the projects listed above.

Motion to approve the State Water Resources Control Board Planning/Grant Forgiveness Well Improvement Project (No. 3310047-001P) Agreement (No. SWRCB D1902034) made by Director Israel and 2nd by Director Sanderson.

- Director Sanderson - Aye
- Director Morris - Absent
- Director Wargo - Aye
- Director Israel - Aye
- Director Lynk - Aye

OLD BUSINESS

PUBLIC COMMENTS

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GENERAL MANAGER/BOARD COMMENTS

1. Future Agenda Items

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- Suggested agenda items from the Public.
- Suggested agenda items from Management.
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Louie: There was an attempted break in at Tank #3; keep your eyes open for suspicious activity.

3. Board Member Comments

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Sanderson: Has noticed a lot of activity at Elm St. leading up to the tank; especially since the COVID-19 pandemic broke out.

MISCELLANEOUS

1. Future Board Items/Next Board Meeting Date(s)

- a. Finance & Audit Workshop – Tuesday – June 16, 2020, 5:00 pm
- b. Regular Board Meeting – Tuesday – June 16, 2020, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Pass Regional Water Alliance – Alliance Meeting – Wednesday –

ADJOURNMENT

Motion to adjourn at 16:31 hr. made by Director Israel and 2nd by Director Sanderson.

- Director Sanderson - Aye
- Director Morris - Absent
- Director Wargo - Aye
- Director Israel - Aye
- Director Lynk - Aye

Meeting adjourned at 16:31 hr. on Tuesday, June 2, 2020

Robert Lynk, Board Chair
Board of Directors
Cabazon Water District

Elizabeth Lemus, Secretary
Board of Directors
Cabazon Water District

ADA Compliance Issues

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Cabazon Water District

Profit & Loss

May 2020

		May 2020	Current YTD	FY 19/20 Budget	YTD (92%)
1	REVENUES				
2	OPERATING INCOME				
3	Base Rate - Water Bills	\$ 75,556	\$ 815,873	\$ 889,300	92%
4	Commodity Sales	32,420	288,805	320,600	90%
5	DHPO Contract	12,594	147,092	211,700	69%
6	Fire Sales - Water Bills	461	4,938	3,900	127%
7	Penalty Fees - Water Bills	418	40,917	44,900	91%
8	New Account Fees - Water Bills	100	1,465	1,800	81%
9	Incident Fee - Water Bills	-	405	-	0%
10	Returned Check Fees	30	1,087	400	272%
11	Basic Facilities Fee	-	49,458	18,900	262%
12	Stand By Fees - Tax Revenue	-	75,521	113,600	66%
13	TOTAL OPERATING INCOME	121,579	1,425,561	1,605,100	89%
14	NON-OPERATING INCOME				
15	Property Taxes	4,500	55,424	60,900	91%
16	Cell Tower Lease Income	2,087	20,872	25,100	83%
17	Misc. Non-Operating Income	372	6,695	-	0%
18	Interest Income	0	17,000	19,300	88%
19	TOTAL NON-OPERATING INCOME	6,959	99,991	105,300	95%
20	TOTAL REVENUES	128,538	1,525,552	1,710,400	89%
21	EXPENSES				
22	PAYROLL				
23	Directors Fees	-	11,000	20,000	55%
24	Management & Customer Service				
25	Customer Accounts	4,007	48,862	52,100	94%
26	Customer Accounts - Vacation Cash-Outs	-	2,468	-	0%
27	Business Admin Manager	5,669	68,217	74,700	91%
28	General Manager	6,862	88,766	95,600	93%
29	General Manager - Vacation Cash-Outs	-	8,578	-	0%
30	Total Management & Customer Service	16,539	216,891	222,400	98%
31	Field Workers	9,934	137,118	168,300	81%
32	Field Workers - Vacation Cash-Outs	-	4,255	-	0%
33	Employee Benefits Expense				
34	Workers Comp.	103	4,579	6,200	74%
35	Employee Health Care	7,890	84,497	67,000	126%
36	Pension	5,278	72,506	78,300	93%
37	Total Employee Benefits Expense	13,271	161,581	151,500	107%
38	Payroll Taxes	1,966	29,811	33,200	90%
39	TOTAL PAYROLL	41,710	560,657	595,400	94%

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Cabazon Water District

Profit & Loss

May 2020

		May 2020	Current YTD	FY 19/20 Budget	YTD (92%)
40	OPERATIONAL EXPENSES				
41	Facilities, Wells, T&D				
42	Lab Fees	708	3,427	8,700	39%
43	Meters	-	4,347	4,700	92%
44	Utilities - Wells	6,794	75,670	124,000	61%
45	Line R&M Contractor	-	-	12,500	0%
46	Line R&M Materials	7,438	33,967	60,000	57%
47	Well Maintenance	960	98,609	37,000	267%
48	Security	1,338	17,993	24,800	73%
49	Grant Writing Services	-	-	10,000	0%
50	Engineering Services	2,229	52,994	46,500	114%
51	Facilities, Wells, T&D - Other	55	6,899	12,400	56%
52	Total Facilities, Wells, T&D	19,535	297,574	340,600	87%
53	Utilities - Office				
54	Electricity	980	12,446	19,000	66%
55	Gas	21	733	1,000	73%
56	Telephone	825	9,149	9,800	93%
57	Trash Pickup & Office Cleaning	369	4,056	4,500	90%
58	Total Utilities - Office	2,194	26,385	34,300	77%
59	Office Expenses				
60	Water Billing System	177	1,950	2,100	93%
61	Supplies & Equipment	457	9,092	9,900	92%
62	Copier Lease & Printing Supplies	237	3,955	6,000	66%
63	Dues & Subscriptions	-	943	4,900	19%
64	Postage	100	7,251	7,900	92%
65	Printing & Publications	54	2,650	6,200	43%
66	Computer Services	2,655	31,361	36,800	85%
67	Office Storage	500	5,500	6,100	90%
68	Air Conditioning Servicing	418	4,598	4,900	94%
69	CA Water Systems Alliance	208	2,125	2,500	85%
70	Office Expenses - Other	897	1,940	2,900	67%
71	Total Office Expenses	5,704	71,366	90,200	79%
72	Support Services				
73	Temporary Labor	-	17,454	-	0%
74	Financial Audit	3,000	14,135	22,500	63%
75	Accounting	3,558	29,562	35,000	84%
76	Legal Services	17,011	63,796	52,000	123%
77	Bank Service Charges	47	634	700	91%
78	Payroll Service	277	4,048	4,700	86%
79	Website Support	75	900	900	100%
80	General Liability Insurance	2,075	21,808	23,400	93%
81	Total Support Services	26,043	152,336	139,200	109%

Cabazon Water District
Profit & Loss
 May 2020

	May 2020	Current YTD	FY 19/20 Budget	YTD (92%)
82 Training/Travel	58	12,597	26,400	48%
83 Other Fees/SWRCB	40	8,840	7,100	125%
84 Service Tools & Equipment				
85 Shop Supplies and Small Tools	117	8,368	8,700	96%
86 Vehicle Fuel	1,423	14,641	16,600	88%
87 Employee Uniforms	140	888	1,800	49%
88 Safety	-	157	500	31%
89 Tractor Expenses	-	3,040	7,500	41%
90 Equipment Rental	-	1,174	2,000	59%
91 Service Trucks - R&M	4,282	17,517	14,200	123%
92 Water Ops Phone & Internet	400	2,609	2,400	109%
93 Total Service Tools & Equipment	6,362	48,394	55,700	87%
94 NON-OPERATING EXPENSES				
95 Grant & Loan Processing Fee	-	1,325	1,400	95%
96 DWR Interest Expense	-	9,141	9,100	100%
97 DHPO Interest Expense	-	7,845	7,900	99%
98 Bad Debt Expense	-	-	1,200	0%
99 Miscellaneous	-	971	1,100	88%
100 TOTAL NON-OPERATING EXPENSES	-	19,281	20,700	93%
101 TOTAL EXPENSES	101,646	1,197,429	1,309,600	91%
102 TOTAL INCOME BEFORE CAPITAL & GSA	26,892	328,122	400,800	82%
103 DHPO Capacity Credit	(1,750)	(19,250)	(21,000)	92%
104 CAPITAL PROJECTS				
105 Main Street Improvements (Icehouse Imp.)	-	(24,165)	(30,000)	81%
106 Meter Replacements & Other Capital	-	(11,238)	(22,000)	51%
107 New Vehicle Purchase	-	-	(37,000)	0%
108 TOTAL CAPITAL PROJECTS	-	(35,403)	(89,000)	40%
109 DEBT - PRINCIPAL				
110 Debt Service Principal - DWR	-	(39,550)	(39,600)	100%
111 Debt Service Principal - DHPO (Zion)	-	(80,847)	(80,800)	100%
112 TOTAL DEBT - PRINCIPAL	-	(120,397)	(120,400)	100%
113 SGMA / GSA	(1,532)	(27,950)	(60,000)	47%
114 NET INCOME / (LOSS)	\$ 23,610	\$ 125,122	\$ 110,400	113%

No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are not included.

Cabazon Water District
Balance Sheet
 May 31, 2020

		<u>May 31, 20</u>
1	ASSETS	
2	Current Assets	
3	Checking/Savings	
4	General Bank Account-Chase	\$ 213,200
5	Payroll Bank Account-Chase	92,677
6	Trust Account-Chase (Cust. Deposits)	15,307
7	Local Petty Cash	100
8	Total Checking/Savings	<u>321,285</u>
9	Accounts Receivable	204,936
10	LAIF	712,123
11	Bank of NY Trustee Accounts	52,812
12	Prepaid Expenses	27,518
13	Inventory	104,142
14	Total Current Assets	<u>1,427,067</u>
15	Fixed Assets	
16	Construction in Process	
17	CIP Cabazon Outlets Expansion	9,692
18	CIP Super Map	27,679
19	CIP 50100 Main St. Property	115,053
20	Total Construction in Process	<u>152,424</u>
21	Tools and Equipment	123,319
22	Source of Supply	1,552,226
23	Transmission & Distribution	10,316,395
24	Buildings & Structures	12,281
25	Water Treatment	8,800
26	Office Furniture and Equipment	71,808
27	Intangible Plant	11,032
28	Vehicles	114,728
29	Land	689,548
30	Accumulated Depreciation	<u>(5,672,996)</u>
31	Total Fixed Assets	<u>7,379,565</u>
32	TOTAL ASSETS	<u><u>\$ 8,806,632</u></u>
33	LIABILITIES & EQUITY	
34	Liabilities	
35	Current Liabilities	
36	Accounts Payable	\$ 13,283
37	Other Current Liabilities	
	Misc Short Term Liability	6,500
38	Customer Deposits - Co 1	4,602
39	Customer Deposits - Co 2	4,286
40	Total Customer Deposits	<u>8,888</u>
41	Accrued Vacation Pay	13,352
42	DWR-HS Payable - Current	39,550
43	Current Portion Zion's Bank Ln	80,847

Cabazon Water District
Balance Sheet
May 31, 2020

		<u>May 31, 20</u>
44	Accrued Payroll	7,450
45	Accrued Payroll Taxes	554
46	Accrued Interest	4,449
47	Accrued Expenses	11,687
48	Employee Deductions	304
49	Total Other Current Liabilities	<u>173,581</u>
50	Total Current Liabilities	186,864
51	Long Term Liabilities	
52	DWR-H Loan Payable (Payoff '26)	278,950
53	Zion's Bank Long Term (2023)	254,898
54	RCEDA Loan Payable	300,000
55	Total Long Term Liabilities	<u>833,848</u>
56	Total Liabilities	1,020,712
57	Total Equity	7,785,920
58	TOTAL LIABILITIES & EQUITY	<u><u>\$ 8,806,632</u></u>

**Cabazon Water District
Proposed Budget
FY 2020-21**



	A	B	C	D	E
	FY 19/20 Adopted Budget	FY 19/20 Projected Year-End	FY 20/21 Proposed Budget	\$ Difference (C - B)	% Difference (D / B)
1 REVENUES					
2 OPERATING INCOME					
3 Base Rate - Water Bills	\$ 889,300	\$ 895,100	\$ 939,800	\$ 44,700	5.0%
4 Commodity Sales	320,600	314,000	329,700	15,700	5.0%
5 DHPO Contract	211,700	160,000	168,000	8,000	5.0%
6 Fire Sales - Water Bills	3,900	5,900	5,900	-	0.0%
7 Penalty Fees - Water Bills	44,900	41,300	31,000	(10,300)	-24.9%
8 New Account Fees - Water Bills	1,800	1,600	1,600	-	0.0%
9 Returned Check Fees	400	1,100	1,100	-	0.0%
10 Basic Facilities Fee	18,900	49,500	-	(49,500)	-100.0%
11 Stand By Fees - Tax Revenue	113,600	113,600	113,600	-	0.0%
12 TOTAL OPERATING INCOME	1,605,100	1,582,100	1,590,700	8,600	0.5%
13 NON-OPERATING INCOME					
14 Property Taxes	60,900	60,900	60,900	-	0.0%
15 Cell Tower Lease Income	25,100	25,100	25,600	500	2.0%
16 Misc. Non-Operating Income	-	7,300	7,300	-	0.0%
17 Interest Income	19,300	20,600	19,600	(1,000)	-4.9%
18 TOTAL NON-OPERATING INCOME	105,300	113,900	113,400	(500)	-0.4%
TOTAL REVENUES	1,710,400	1,696,000	1,704,100	8,100	0.5%
20 EXPENSES					
21 PAYROLL					
22 Directors Fees	20,000	12,000	15,000	3,000	25.0%
23 Management & Customer Service					
24 Customer Accounts	52,100	52,900	54,800	1,900	3.6%
25 Assistant General Manager	74,700	74,700	77,700	3,000	4.0%
26 Temp. Admin Assistant	-	-	7,800	7,800	0.0%
27 General Manager	95,600	89,200	89,200	-	0.0%
28 Total Management & Customer Service	222,400	216,800	229,500	12,700	5.9%
29 Field Workers	168,300	151,700	123,000	(28,700)	-18.9%
30 Employee Benefits Expense					
31 Workers Comp.	6,200	5,500	6,200	700	12.7%
32 Employee Health Care	67,000	92,400	94,800	2,400	2.6%
33 Pension	78,300	77,700	77,400	(300)	-0.4%
34 Total Employee Benefits Expense	151,500	175,600	178,400	2,800	1.6%
35 Payroll Taxes	33,200	32,800	33,200	400	1.2%
36 TOTAL PAYROLL	595,400	588,900	579,100	(9,800)	-1.7%
37 OPERATIONAL EXPENSES					
38 Facilities, Wells, T&D					
39 Lab Fees	8,700	8,700	8,900	200	2.3%
40 Meters	4,700	4,700	4,800	100	2.1%
41 Utilities - Wells	124,000	93,300	96,600	3,300	3.5%
Line R&M Contractor	12,500	-	-	-	100.0%
Line R&M Materials	60,000	37,100	72,500	35,400	95.4%
44 Well Maintenance	37,000	106,900	37,800	(69,100)	-64.6%

**Cabazon Water District
Proposed Budget
FY 2020-21**



	A	B	C	D	E
	FY 19/20 Adopted Budget	FY 19/20 Projected Year-End	FY 20/21 Proposed Budget	\$ Difference (C - B)	% Difference (D / B)
45 Security	24,800	19,200	24,800	5,600	29.2%
46 Engineering Services	46,500	55,200	56,300	1,100	2.0%
47 Grant Writing Services	10,000	-	-	-	0.0%
48 Facilities, Wells, T&D - Other	12,400	12,000	12,200	200	1.7%
49 Total Facilities, Wells, T&D	340,600	337,100	313,900	(23,200)	-6.9%
50 Utilities - Office					
51 Electricity	19,000	15,300	15,800	500	3.3%
52 Gas	1,000	1,000	1,100	100	10.0%
53 Telephone	9,800	10,000	10,200	200	2.0%
54 Trash Pickup & Office Cleaning	4,500	4,500	4,600	100	2.2%
55 Total Utilities - Office	34,300	30,800	31,700	900	2.9%
56 Office Expenses					
57 Water Billing System	2,100	2,100	2,100	-	0.0%
58 Supplies & Equipment	9,900	9,900	10,100	200	2.0%
59 Copier and Supplies	6,000	4,300	5,000	700	16.3%
60 Dues & Subscriptions	4,900	1,300	1,300	-	0.0%
61 Postage	7,900	7,900	8,100	200	2.5%
62 Printing & Publications	6,200	6,200	6,300	100	1.6%
63 Computer Services	36,800	34,200	36,800	2,600	7.6%
64 Office Storage	6,100	6,100	6,200	100	1.6%
65 Air Conditioning Servicing	4,900	5,000	5,100	100	2.0%
66 CA Water Systems Alliance (CWSA)	2,500	2,500	2,500	-	0.0%
67 Office Expenses - Other	2,900	2,100	2,100	-	0.0%
68 Total Office Expenses	90,200	81,600	85,600	4,000	4.9%
69 Support Services					
70 Temp. Labor/Fee Study Consultants	-	19,100	12,600	(6,500)	-34.0%
71 Financial Audit	22,500	22,500	23,000	500	2.2%
72 Accounting	35,000	35,000	38,000	3,000	8.6%
73 Legal Services	52,000	69,600	71,000	1,400	2.0%
74 Bank Service Charges	700	700	-	(700)	-100.0%
75 Payroll Service	4,700	4,400	5,200	800	18.2%
76 Website Support	900	900	900	-	0.0%
77 General Liability Insurance	23,400	26,100	26,100	-	0.0%
78 Total Support Services	139,200	178,300	176,800	(1,500)	-0.8%
79 Training/Travel					
80 Seminars & Training	18,500	10,400	3,500	(6,900)	-66.3%
81 Travel and Meals	7,900	3,200	1,000	(2,200)	-68.8%
82 Total Training/Travel	26,400	13,600	4,500	(9,100)	-66.9%
83 Other Fees/SWRCB	7,100	8,800	8,900	100	1.1%
84 Service Tools & Equipment					
85 Shop Supplies and Small Tools	8,700	9,100	9,300	200	2.2%
86 Vehicle Fuel	16,600	16,000	16,300	300	1.9%
87 Employee Uniforms	1,800	1,800	1,800	-	0.0%
88 Safety	500	500	500	-	0.0%
89 Tractor Expenses/Maintenance	7,500	3,000	3,700	700	23.3%

**Cabazon Water District
Proposed Budget
FY 2020-21**



	A	B	C	D	E	
	FY 19/20 Adopted Budget	FY 19/20 Projected Year-End	FY 20/21 Proposed Budget	\$ Difference (C - B)	% Difference (D / B)	
90	Equipment Rental	2,000	1,300	2,000	700	53.8%
91	Service Trucks - R&M	14,200	14,200	14,500	300	2.1%
92	Water Operations On-Call Phones	2,400	2,800	4,800	2,000	71.4%
93	Communications	2,000	2,000	-	(2,000)	-100.0%
94	Total Service Tools & Equipment	55,700	50,700	52,900	2,200	4.3%
95	NON-OPERATING EXPENSES					
96	DWR Loan Processing Fee	1,400	1,400	1,400	-	0.0%
97	DWR Interest Expense	9,100	9,100	7,900	(1,200)	-13.2%
98	DHPO Interest Expense	7,900	7,900	5,800	(2,100)	-26.6%
99	Bad Debt Expense	1,200	1,200	1,200	-	0.0%
100	Miscellaneous	1,100	1,100	1,100	-	0.0%
101	TOTAL NON-OPERATING EXPENSES	20,700	20,700	17,400	(3,300)	-15.9%
102	TOTAL EXPENSES	1,309,600	1,310,500	1,270,800	(39,700)	-3.0%
103	INCOME BEFORE CAPITAL & GSA	400,800	385,500	433,300	47,800	12.4%
104	DHPO Capacity Credit	(21,000)	(21,000)	(21,000)	-	0.0%
105	CAPITAL PROJECTS					
106	Well Tank Repairs	-	-	(465,000)	(465,000)	0.0%
107	Main Street Property (Icehouse-Impts)	(30,000)	(24,200)	(70,300)	(46,100)	190.5%
108	Meter Replacements & Other Capital	(22,000)	(12,300)	(35,000)	(22,700)	184.6%
109	Pipeline Street Main Relocation	-	-	-	-	0.0%
110	New Vehicle	(37,000)	-	-	-	0.0%
111	TOTAL CAPITAL PROJECTS	(89,000)	(36,500)	(570,300)	(533,800)	1462.5%
112	DEBT - PRINCIPAL					
113	Debt Service Principal - DWR	(39,600)	(39,600)	(40,800)	(1,200)	3.0%
114	Debt Service Principal - Zion	(80,800)	(80,800)	(82,900)	(2,100)	2.6%
115	TOTAL DEBT - PRINCIPAL	(120,400)	(120,400)	(123,700)	(3,300)	2.7%
116	SGMA / GSA	(60,000)	(30,500)	(35,000)	(4,500)	14.8%
117	NET INCOME / (LOSS)	110,400	177,100	(316,700)	(493,800)	-278.8%
118	Projected Beginning Cash			\$ 900,000		
119	PROJECTED ENDING CASH			\$ 583,300		

New Business

Item # 1 – Discussion/Action Item:

Proposed FY 2020-2021 Budget

(SEE FINANCIALS TAB)

New Business

Item # 2 – Discussion/Action Item:

IRWM Implementation Grant Funding Split Agreement with the
City of Banning, CA.

New Business

Item # 3 – Discussion/Action Item:

Cost Sharing Agreement between CWD, City of Banning, Banning Heights Mutual Water Co., San Geronio Pass Water Agency (SGPWA), Mission Springs Water District, and Desert Water Agency in regards to the SGPWA Groundwater Sustainability Plan (GSP)

COST SHARING AGREEMENT BETWEEN THE CABAZON WATER DISTRICT, CITY OF BANNING, BANNING HEIGHTS MUTUAL WATER COMPANY, SAN GORGONIO PASS WATER AGENCY, MISSION SPRINGS WATER DISTRICT, AND DESERT WATER AGENCY

THIS COST-SHARING AGREEMENT (“**Agreement**”) is made as of _____, 2020 (“**Effective Date**”), by and between the CABAZON WATER DISTRICT (CWD), CITY OF BANNING (Banning), BANNING HEIGHTS MUTUAL WATER COMPANY (BHMWC), SAN GORGONIO PASS WATER AGENCY (SGPWA), MISSION SPRINGS WATER DISTRICT (MSWD), and DESERT WATER AGENCY (DWA), each a member agency of the San Gorgonio Pass Groundwater Sustainability Agency (SGP-GSA). –The member agencies may individually be referred to as a “Member” or collectively as the “Members.”

RECITALS

A. ~~The Members~~ CWD, Banning, BHMWC, and SGPWA are member agencies of the San Gorgonio Pass Groundwater Sustainability Agency (SGP-GSA), formed by memorandum of agreement pursuant to the Sustainable Groundwater Management Act (SGMA) for the purpose of managing that portion of the San Gorgonio Pass Subbasin (Basin) encompassed by the Members’ ~~collective~~ respective regulatory jurisdictions;

B. MSWD and SGPWA have established a two _____ groundwater sustainability agency (GSA) to manage the Verbenia area of the Basin;

C. DWA formed a GSA to manage the _____ portion of the Basin exclusively within the DWA service area;

D. By Memorandum of Agreement dated March 2017 (MOA), the Members are responsible for deciding to develop a single Groundwater Sustainability Plan (GSP or Plan) to be implemented adopted no later than January 1, 2022 and designed to ensure the sustainable management of the Basin by January 1, 2042;

B. ~~The Members may, from time to time, need to retain consultants or other professional services for the purpose of assisting the SGP-GSA in developing the groundwater sustainability plan (GSP) for the Basin.~~

C. ~~SGPWA has been awarded two grants from the State of California, pursuant to Water Code § 79700 et seq. (Proposition 1) in the amount of \$1 million each, for a total of \$2 million, for the development of the GSP, including actions to benefit disadvantaged and severely disadvantaged communities within its jurisdictional boundaries (the “Grant Funds”).~~

D. ~~The Members intend that the Grant Funds shall be used for the benefit of all Members.~~

C. Consistent with Section VIII of the MOA, The Members enter into this Cost Sharing Agreement to memorialize the allocation of costs attributed to each Member for the use of certain technical and legal consultants for development of the Plan.

AGREEMENT

NOW, THEREFORE, the Members hereby agree as follows:

1. Contracting Member. SGPWA shall, at the direction and with the approval of the Members, make and enter into contracts to secure the services of consultants and other professionals as necessary and appropriate for the purpose of developing the GSP.

2. Proposition 1 Grant Funds. Costs for consultants and other professionals shall be reimbursed first from the Grant Funds, where appropriate allowed by the grants.

3. Shared Costs. All costs for consultant and/or other professional services that cannot be reimbursed from Grant Funds shall be Shared Costs of the Members. SGPWA agrees to fund the services up front. Each Member agrees to reimburse SGPWA its for each Member's share of the Shared Costs on a periodic basis in arrears for the costs of the services provided hereunder based on the allocation of costs as set forth herein, or on an annual basis, as agreed to in writing by the Member. The Members agree that all charges to each Member for services provided under this Agreement shall be based on the actual costs without any allowance or margin for profit to the other Member.

4. Shared Cost Allocation. The Shared Costs shall be allocated among the Members as follows:

SGPWA:	5/15 of the shared costs or 33.333%
City of Banning:	2/15 of the shared costs or 13.333%
Banning Heights M/WG:	2/15 of the shared costs or 13.333%
Cabazon Water District:	2/15 of the shared costs or 13.333%
Mission Springs Water District:	2/15 of the shared costs or 13.333%
Desert Water Agency:	2/15 of the shared costs or 13.333%
Total:	15/15 or 100.0%

5. Relationship. Nothing in this Agreement creates either: (a) a fiduciary duty among the Members or with any third party or (b) an attorney-client relationship between any attorney and any Member that is not represented by that attorney as its counsel.

6. Books and Records. Each Member shall maintain appropriate and accurate books of account and records relating to the services utilized by the Members under this Agreement, and such books of account and records shall be accessible for inspection by representatives (including the auditors) of the other Member at any time during normal business hours. In particular, SGPWA shall maintain appropriate and accurate books of account and records relating to GSP preparation and use of the Grant Funds, and shall periodically update the other Members as to GSP budgeting and use of Grant Funds. Except in the ordinary course of

business of each Member, the other shall, and shall use commercially reasonable efforts to cause each of its employees, contractors, agents, officers and directors to, keep confidential any and all information he or she may obtain from time to time in connection with the services he or she renders under this Agreement.

7. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until adoption by the SGP-GSA and submission to the Department of Water Resources of a Plan, or until terminated by mutual written agreement of the Members.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Members hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement.

9. Entire Agreement. This Agreement contains the entire agreement and understanding among the Members hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

10. Alternative Dispute Resolution. The Members shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. If a dispute is unable to be informally resolved or settled by the Members, then thirty (30) days prior to filing any legal action, other than a legal action for temporary injunctive relief as contemplated herein, the executive officer/general managers of each Member shall meet together in person in good faith to endeavor to reach a mutually beneficial resolution and settlement of such dispute.

11. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement as of the Effective Date.

DRAFT

CABAZON WATER DISTRICT

Approved By:

Date

Approved As To Form:

General Counsel

CITY OF BANNING

Approved By:

Date

Approved As To Form:

General Counsel

BANNING HEIGHTS MUTUAL WATER COMPANY

Approved By:

Date

Approved As To Form:

General Counsel

SAN GORGONIO PASS WATER AGENCY

Approved By:

Jeff Davis, Executive Director

Date

Approved As To Form:

General Counsel

MISSION SPRINGS WATER DISTRICT

Approved By:

Date

Approved As To Form:

General Counsel

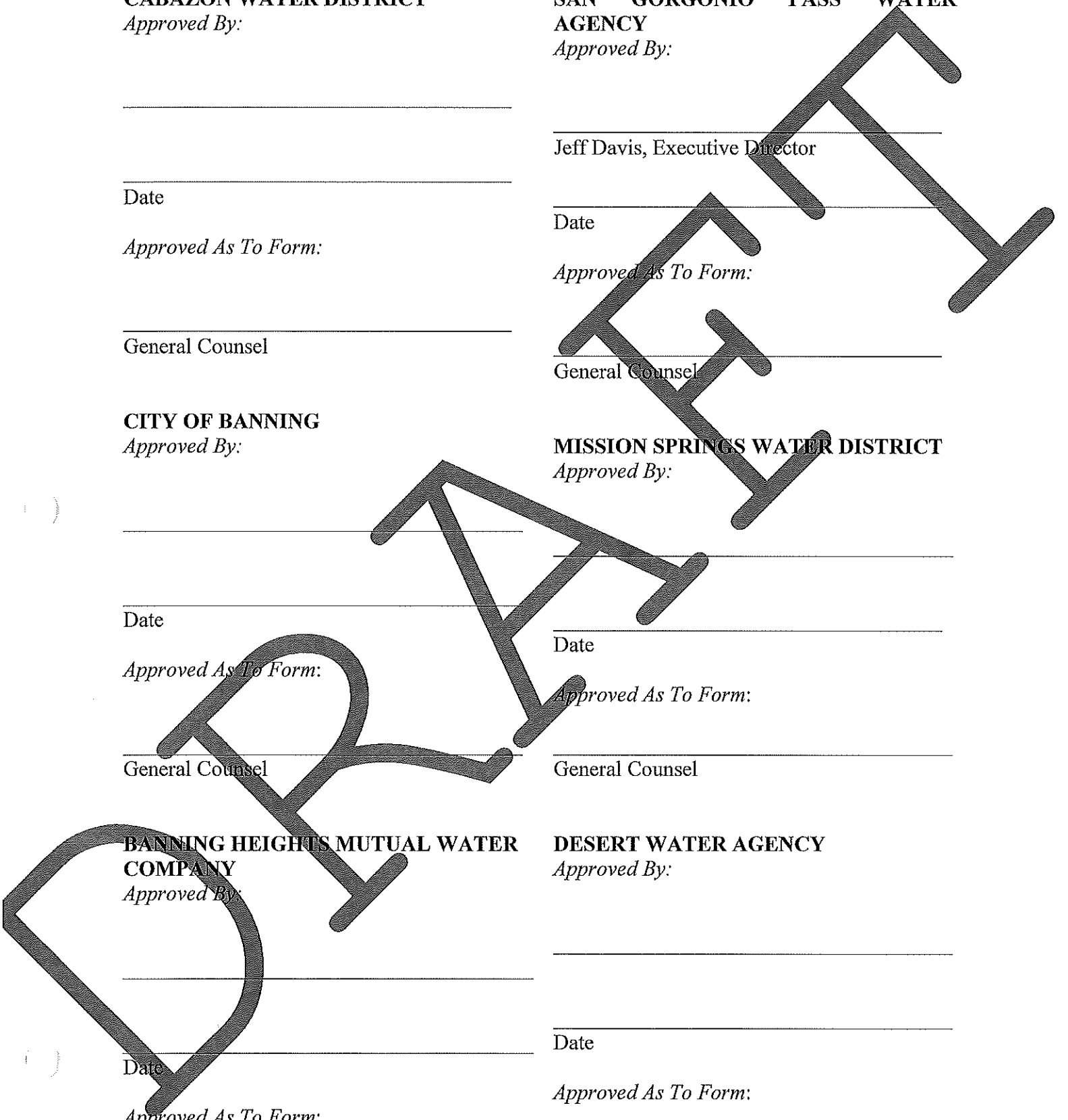
DESERT WATER AGENCY

Approved By:

Date

Approved As To Form:

General Counsel



DRAWING

New Business

Item # 4 – Discussion/Action Item:

Triennial Lead and Copper Testing Volunteer Request

New Business

Item # 5 – Discussion/Action Item:

BB&K Sexual Harassment Prevention Training and AB1234 Ethics
Training with High Valleys Water District

New Business

Item #6 – Discussion/Action Item

Autopay Enrollment for AT&T District On-Call Cell Phones

Old Business

Item #1 - Discussion/Action Item:

CUSI Interactive Voice Recognition



MEMORANDUM

DATE: January 21, 2020

TO: The Cabazon Water District Board of Directors

FROM: Ellie Lemus, Assistant General Manager

SUBJ: CUSI Interactive Voice Recognition (IVR) Interface Contract (to electronically contact customers regarding pending service terminations due to non-payment)

Dear Board of Directors,

CUSI is the District's water billing system. The Interactive Voice Recognition (IVR) Interface is essentially automated electronic phone calling, or "robocalling", to notify customers of a pending service termination due to non-payment.

With the new Senate Bill (SB) 998 taking effect in February, one of the requirements is to attempt to notify customers via telephone services at least seven (7) days before service termination.

The "Pros" of utilizing this service is that it should be less of a burden on the District's limited staff. The calls would be automated, saving District staff much time vs. mandating staff make each individual call manually.

The "Cons" are that there would be a monthly expense (explained in further detail below) for this service, and that if phone numbers are not updated, they will not reach the intended customer.

It must be realized that there will be a learning curve for both the District Staff and District Customers if this is to be implemented, but after a while, things should smooth out.

In regards to the CUSI Water Billing System IVR Quote, please know the following:

- To purchase the Billing System Add-on, the feature itself is \$1,000 (one-time fee)
- There is a set-up fee (one-time fee) of \$375 (installation, setup, training, etc.)
- There is a reoccurring monthly fee of \$70 for this service, plus an additional \$0.07 per minute (billed in 6-second increments). The "per minute" charge will be difficult to budget for the first year, as this will be dependent on the number of calls that must be made (which can vary month to month).

Cabazon Water District
 14618 Broadway Street
 PO Box 297
 Cabazon, CA 92230
www.cabazonwater.org

Bus. (951) 849-4442

Fax (951) 849 2519

Elizabeth Lemus

From: Lane Ricardo <lricardo@cusi.com>
Sent: Thursday, June 11, 2020 9:17 AM
To: Elizabeth Lemus
Subject: RE: Automated Phone Call feature for CUSI?

Good Morning Ellie,

I reached out to our accounting team in regards to the wording on the IVR contract. Below is the response.

“Not in regards to removing “without notice.” Those terms are in there because IVR Tech does direct billing. To my knowledge, there has never been a rate change. If there were, they SHOULD inform us to allow us time to inform our customers.

We send IVR Tech the pricing, so they shouldn’t change it without us telling them it is ok. However, CUSI cannot guarantee that since it is third-party.”

The updates will be provided through CUSI. If you have any more questions let me know. Have a nice day!

Best,
Lane

From: Elizabeth Lemus <ELemus@cabazonwater.org>
Sent: Tuesday, June 9, 2020 5:42 PM
To: Lane Ricardo <lricardo@cusi.com>
Subject: RE: Automated Phone Call feature for CUSI?

[EXTERNAL]

Hello Lane,

I hope this email finds you well. I apologize for the back and forth with this, but our Board had a couple more questions I was hoping you might be able to answer:

In regards to the IVR contract, there is a clause that states “rates may change with or without notice at any time”. Is it possible to remove the “without notice” portion? Our Board does not want to find a surprise down the road.

Also, if there are any IVR updates or patches needed down the road, would those updates be provided automatically through CUSI, or would there be an additional cost?

Those are the only two questions I have from the Board. Thank you in advance for your help.

Regards,

Elizabeth “Ellie” C. Lemus
Assistant General Manager
Cabazon Water District
(951) 849-4442 Ext. 2



This email sent and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please advise the sender via reply email and delete the email you received.

From: Lane Ricardo [mailto:lr Ricardo@cusi.com]
Sent: Tuesday, March 3, 2020 3:42 PM
To: Elizabeth Lemus
Subject: RE: Automated Phone Call feature for CUSI?

Hello Ellie,

I apologize for the late response. See answers below.

1. Once activated, will the IVR campaign (automated calling) run until it is done, or can it be paused at any time?
 Our Director is concerned that the campaign would not run entirely during business hours, and might make automated calls late into the evening. Is there any information you can provide regarding this? I think we only want it to run during business hours.
 Once started it can be stopped, but not paused.
2. Will the IVR system leave a voicemail? Or will it continue to call until a person answers? Will the IVR system be able to generate a report that shows whether a voicemail or actual contact was made?
 The system can be set up to leave a voicemail and you can determine how many times you would like it to call before leaving a voicemail. The system will provide a report of this.
3. Is the recording in tts (text to speech), or will it play a recorded message?
 It is text to speech
4. How many campaigns can run at one time?
 I forgot what I was told here. Just asked again, but didn't want to hold up this response any longer. I will let you know once I hear back.
5. Is the caller id Alpha or Numeric?
 Numeric, but the caller ID should pick up the number and display the utility name. Our payserv team told me this is what they typically see with their test calls.
6. How do we preview the message to be sent out on a campaign? Is there a way we can listen to it first before sending it out?
 Yes, send a test call to your own number.
7. How will we know if we are blocked by a third party vendor and our subsequent calls don't go through?
 This will show on the report at the end of the campaign.
8. Will this be coming from our local DID (phone number)?
 Typically this is the best move, but you can make it come from a generic number.

Have a nice day!

Best,
 Lane

43/66

From: Elizabeth Lemus <ELemus@cabazonwater.org>
Sent: Tuesday, March 3, 2020 11:01 AM
To: Lane Ricardo <lricardo@cusi.com>
Subject: RE: Automated Phone Call feature for CUSI?

[EXTERNAL]

Good morning Lane,

I realize you've probably gotten busy with other things, but I just wanted to follow up with you and see if you were able to find any answers for our questions? :)

Thanks,

Elizabeth "Ellie" C. Lemus
Assistant General Manager
Cabazon Water District
(951) 849-4442 Ext. 2



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From: Elizabeth Lemus
Sent: Wednesday, February 26, 2020 1:37 PM
To: 'Lane Ricardo' <lricardo@cusi.com>
Subject: RE: Automated Phone Call feature for CUSI?

Thanks Lane!!

And no worries; I probably understand better than most; it happens to all of us (especially when there is a lot going on).

Thanks again for your help. Talk to you soon.

Regards,

Elizabeth "Ellie" C. Lemus
Assistant General Manager
Cabazon Water District
(951) 849-4442 Ext. 2



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From: Lane Ricardo [<mailto:lricardo@cusi.com>]
Sent: Wednesday, February 26, 2020 1:35 PM
To: Elizabeth Lemus <ELemus@cabazonwater.org>
Subject: RE: Automated Phone Call feature for CUSI?

Hello Ellie,

I apologize for the late response here. I had this email flagged but let it slip through the cracks. Let me ask around and get you some answers. Expect responses by tomorrow.

Best,
Lane

From: Elizabeth Lemus <ELemus@cabazonwater.org>
Sent: Wednesday, February 26, 2020 3:34 PM
To: Lane Ricardo <lricardo@cusi.com>
Subject: RE: Automated Phone Call feature for CUSI?

[EXTERNAL]

Hi Lane,

I hope this email finds you well. :)

I just wanted to follow up with you to see if you were able to find some additional information regarding the questions I had below? I know you must be very busy, but if someone from CUSI could get back to me before the end of next week, that would be helpful for our Board to decide where they want to go with this.

Thank you very much!

Elizabeth "Ellie" C. Lemus
Assistant General Manager
Cabazon Water District
(951) 849-4442 Ext. 2



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From: Elizabeth Lemus
Sent: Tuesday, February 18, 2020 12:28 PM
To: 'Lane Ricardo' <lricardo@cusi.com>
Subject: RE: Automated Phone Call feature for CUSI?

Hi Lane!

Thank you for getting back to me. How was Canada?! Have you ever been there before? It sounds pretty awesome ☺

Regarding the IVR, one of our Directors had a few additional questions for you, which I will list below. Hopefully you will be able to answer them:

1. Once activated, will the IVR campaign (automated calling) run until it is done, or can it be paused at any time? Our Director is concerned that the campaign would not run entirely during business hours, and might make automated calls late into the evening. Is there any information you can provide regarding this? I think we only want it to run during business hours.
2. Will the IVR system leave a voicemail? Or will it continue to call until a person answers? Will the IVR system be able to generate a report that shows whether a voicemail or actual contact was made?
3. Is the recording in tts (text to speech), or will it play a recorded message?
4. How many campaigns can run at one time?
5. Is the caller id Alpha or Numeric?
6. How do we preview the message to be sent out on a campaign? Is there a way we can listen to it first before sending it out?
7. How will we know if we are blocked by a third party vendor and our subsequent calls don't go through?
8. Will this be coming from our local DID (phone number)?

Those are all of the questions she had at this time. If you are able to answer them it would be appreciated.

Thanks for all of your help, Lane!

Regards,

Elizabeth "Ellie" C. Lemus
Assistant General Manager
Cabazon Water District
(951) 849-4442 Ext. 2



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From: Lane Ricardo [mailto:lricardo@cusi.com]
Sent: Wednesday, February 12, 2020 10:29 AM
To: Elizabeth Lemus <ELemus@cabazonwater.org>
Subject: RE: Automated Phone Call feature for CUSI?

Hello Ellie,

I apologize for the late response. I just got back today from Canada! See the answers regarding IVR below.

- IVR does track calls. You can view them for each account in the customer tab and you can run IVR reports
- The district will select what the caller ID will be displayed as
- Currently in CBSW IVR calls cannot be sent to Owners/ Contacts. This is a UMS feature.

I have also attached a document that helps explain what IVR in CBSW can be used for. If you have any questions feel free to give me a call any time. Have a nice day!

Best,
Lane

From: Elizabeth Lemus <ELemus@cabazonwater.org>
Sent: Tuesday, February 11, 2020 10:47 AM
To: Lane Ricardo <lricardo@cusi.com>
Subject: RE: Automated Phone Call feature for CUSI?

[EXTERNAL]

Hi Lane,

I hope this email finds you well!

Our Board has been discussing the IVR system, but would like some additional information on it; whether it tracks/logs who it calls, if it is something that people could block (whether it might come up as a "scam likely" or "robocaller" on their phones), if it will call property owners and tenants/sub contacts in CUSI, etc? Any additional information you might be able to provide would be greatly appreciated. If you're able to get back to me by tomorrow, that would be great (our Board Meeting is in a few days), but if not, I can simply put this on the March agenda.

Thank you,

Elizabeth "Ellie" C. Lemus
Assistant General Manager
Cabazon Water District
(951) 849-4442 Ext. 2



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From: Lane Ricardo [mailto:lricardo@cusi.com]
Sent: Thursday, December 19, 2019 12:14 PM
To: Elizabeth Lemus <ELemus@cabazonwater.org>
Subject: RE: Automated Phone Call feature for CUSI?

Hello Elizabeth,

Thank you for reaching out. I apologize for the late response. Yes, CBSW does have an outbound IVR setup. I have attached an agreement to add outbound IVR. If you would like to get connected to discuss, feel free to reach out any me. Have a nice day!

Best,

Lane Ricardo
Director of Western Sales



direct 870.336.2239 | cell 501.940.1736
email lricardo@cusi.com | web www.cusi.com
[Check out our reviews on Capterra!](#)

Technology Solutions for Utilities
CIS/Utility Billing. Accounting. Work Asset Management.



From: Elizabeth Lemus <ELemus@cabazonwater.org>
Sent: Tuesday, December 17, 2019 1:15 PM
To: Lane Ricardo <lricardo@cusi.com>
Subject: Automated Phone Call feature for CUSI?

Hi Lane,

I hope this email finds you well.

48/66

With our current CUSI setup, is there a way that we could have automated phone calls made to customers that are pending shutoff? And if you offer that service, how would it work and how much would it be?

Thank you,

Elizabeth "Ellie" C. Lemus
Assistant General Manager
Cabazon Water District
(951) 849-4442 Ext. 2



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49/66



CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo

P. O. Box 1515

Jonesboro, AR 72403

www.cusi.com

(870) 336-2239

Quote #: lr191219140927

December 19, 2019

Sales Agreement



Cabazon County Water
14618 Broadway Ave
Cabazon, CA
92230

Ellie Lemus
(951) 849-4442
elemus@cabazonwater.org



Economic Summary detailed descriptions attached

Utility Billing Software	\$1,000.00
Payment Solutions	\$375.00

Grand Total \$1,375.00

Payment Terms

15 Days From Date of Invoice.



Purchaser Authorization

I certify that as the person signing this form I have purchasing authority for Cabazon County Water.

Print Name: _____

Title: _____

Authorized Signature _____

Date _____



CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo
P. O. Box 1515
Jonesboro, AR 72403
www.cusi.com
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Quote #: lr191219140927

Sales Agreement December 19, 2019



Cabazon County Water
14618 Broadway Ave
Cabazon, CA
92230

Ellie Lemus
(951) 849-4442
elemus@cabazonwater.org

CBSW Utility Billing Software

Add-On Interfaces

1 CBSW Interactive Voice Recognition (IVR) Interface to IVR Technology Group	\$1,000.00	\$1,000.00
--	------------	------------



Economic Summary

CBSW Utility Billing Software		\$1,000.00
	Total	\$1,000.00



Comments

Purchasing additional CUSI software, modules, and interfaces may have an impact on your annual technical support rate upon your next renewal.

51/66



CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo
P. O. Box 1515
Jonesboro, AR 72403
www.cusi.com
(870) 336-2239

Quote #: Ir191219140927

December 19, 2019

Sales Agreement



Cabazon County Water
14618 Broadway Ave
Cabazon, CA
92230

Ellie Lemus
(951) 849-4442
elemus@cabazonwater.org

Payment Solutions

<u>IVR Solution</u>	<u>billed by provider</u>		
1 IVR Technology Group - Outbound Only		\$70.00	per month
Rates:	7% mandatory and regulatory fees		
Outbound IVR	\$0.07 per minute (billed in 6 second increments)		
1 ITG - Outbound Only One-Time Setup Fee		\$375.00	\$375.00



Economic Summary

IVR Solution	\$375.00
Total	<u><u>\$375.00</u></u>

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CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo

P. O. Box 1515
Jonesboro, AR 72403
www.cusi.com
(870) 336-2239

Quote #: Ir191219140927

December 19, 2019

Sales Agreement



Cabazon County Water
14618 Broadway Ave
Cabazon, CA
92230

Ellie Lemus
(951) 849-4442
elemus@cabazonwater.org



Terms of Sale

Company has ordered and agrees to purchase from CUSI the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement CUSI shall ship all products to the Company address and contact defined above and services shall be scheduled and initiated. Company acknowledges that CUSI's products and services are subject to the terms and conditions of a separate Software License Agreement between Company and CUSI located at www.cusi.com/legal. CUSI hereby disclaims all representations and warranties with respect to any product which is not manufactured or otherwise created by CUSI, whether express, implied or statutory including but not limited to, any warranties of merchantability, fitness for a particular purpose, title or non-infringement. Monthly or yearly rates for services provided by CUSI or third parties may be subject to price increases with or without notice. Payment for products and services shall be made by Company based upon the Payment Terms defined in the Sales Agreement. Any service requiring CUSI or third parties to travel will incur corresponding expenses that will be billed actual as incurred unless otherwise noted. Travel requiring more than 5 hours of travel time will be billed an additional charge equal to 50% of the daily rate. Company understands and agrees that it is responsible for paying any sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement. If Company is tax exempt, company shall provide CUSI with such tax exemption documentation. If Company is not tax exempt or does not provide exemption documentation, CUSI shall invoice for such applicable taxes on each invoice. In the event that CUSI does not invoice sales or similar taxes to Company and such taxes are ultimately determined to be due by a government entity or court of law, Company agrees to pay in full all such taxes, including any applicable interest or penalties. In the event the tax exemption documentation provided by the Company is disallowed or deemed invalid, Company agrees to pay in full all such taxes, including any applicable interest or penalties.

Quotation Terms

This quote is valid until 01/18/2020. Quote was created using Sales Agreement Version: 2019.09.23

Execution Instructions

Execute, date, and email all pages to sales representative.

Old Business

Item # 2 – Discussion/Action Item:

District Office A/C System Repair – Quote #012320139A from
Ontario Refrigeration

(2nd quote from Redline never received, although multiple attempts were made to retrieve one).



MEMORANDUM

DATE: February 12, 2020

TO: The Cabazon Water District Board of Directors

FROM: Ellie Lemus, AGM

SUBJ: District Office A/C System Repair

Dear Board of Directors,

Please see the following facts:

- The District's air conditioning (A/C) system is run on a computer-based system (the computer is configured to turn on/off the a/c and heating system during certain time-frames and at preset temperatures). This is supposed to be an energy-efficient a/c system, which the District inherited from the County of Riverside when they provided us with this building.
- Ontario Refrigeration was contacted to look at our A/C system (it was running at a time when it shouldn't have been), and they discovered the following issues:
 - a. The computer that hosts the A/C system is outdated (no longer supported by Microsoft). The Ontario Refrigeration technician was unable to work on it, since it continuously crashes.
 - b. Since the computer is no longer functioning, the A/C system is currently running on an old preset command. We cannot adjust the times it will run, the temperatures, etc.
 - c. The current control system on the old computer is proprietary (a certain brand only sold to select vendors; only select vendors may order, purchase, install items on the current control system). It is also outdated/obsolete.
 - i. Ontario Refrigeration is recommending that the current control system be replaced with a Johnson Control System, which is **not** proprietary; any HVAC contractor can purchase and repair this system, which does not limit the District to specific vendors.

Cabazon Water District
 14618 Broadway Street
 PO Box 297
 Cabazon, CA 92230
 www.cabazonwater.org

Bus. (951) 849-4442

Fax (951) 849 2519

- The District currently has an Assured Service Program (ASP), which covers items that break/wear out. It does not cover items that are obsolete (which is the situation we are currently in; the control system is obsolete).
- Before the current computer/control system became unusable, the District was only able to adjust temperatures/control a/c times via the one dedicated a/c computer, by having an Ontario tech make the changes.
- If the new system is purchased and installed, the new controls do not require one specific work station. The District's IT department can provide remote access, enabling the control system to be accessed on any PC, tablet, or smart phone. Password management can restrict the ability to make changes, preventing someone from modifying the program or make adjustments that could damage the A/C units.
- Although the entire a/c system is obsolete according to Ontario, they agree to replace any failed component under the District's current ASP agreement, as they are trying to meet the District halfway and share the costs (see attached email).
- If the new controller (computer system) is installed, it would be covered under the current ASP service agreement; if it should fail, Ontario would cover the repair/replacement.

The attached quote is for replacement of the control system (A/C computer system). It is not for the A/C Component system (fans, belts, etc.), but via the email, Ontario Refrigeration will replace those items under the current contract as they fail.

Cabazon Water District
14618 Broadway Street
PO Box 297
Cabazon, CA 92230
www.cabazonwater.org

Bus. (951) 849-4442

Fax (951) 849 2519

Ontario Refrigeration

(909) 984-2771 Fax (909) 988-7522

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Page
January 23, 2020	012320139A	1 of 1

AGREEMENT BETWEEN:

Cabazon Water District
 14-618 Broadway Street
 Cabazon, Ca. 92230

AND

Ontario Refrigeration Service, Inc.
 635 S. Mountain Ave.
 Ontario, CA 91762

hereinafter CUSTOMER

hereinafter Ontario Refrigeration

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Same as Above

ONTARIO REFRIGERATION WILL PROVIDE THE FOLLOWING TO CUSTOMER:

INSTALL NEW JOHNSON CONTROLS FX80 SUPERVISORY CONTROLLER

- Remove failed Schneider Electric Server and install new Johnson Controls FX80 Supervisory Controller
- Import existing devices from the VAV boxes
- Install BACNET cards for each rooftop units
- Import BACNET points from the rooftop units and setup writable points as needed
- Set up scheduling, VAV graphics, floor graphics and rooftop equipment graphics

Price to perform system upgrade as outlined above is \$21,803.00

*Exclusions: Engineering, electrical, or anything not listed above

**Customer to provide remote access to building controls so programming can be performed off site

***Due to building design, controls upgrade will not eliminate all comfort issues and concerns

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost or material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approval by the President of Ontario Refrigeration as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto on the reverse hereof; and no person has authority to make any claim, representation, promise or condition on behalf of Ontario Refrigeration which is not expressed herein. Proposal valid for 45 days from original proposal date.

CUSTOMER

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

Ontario Refrigeration

Ricardo Chavira

Signature (Sales Representative)

Approved by Contractor:

Signature Phil Tailleu

President

Title

Date

SCOPE OF SERVICES

1. Ontario is obligated to perform only the items of project work listed on page 1 of this Agreement and any items described in any written change order hereafter signed by Customer and Ontario. As reasonably necessary to perform the specified work, Customer shall provide Ontario access to all equipment and work areas and shall allow Ontario to start and stop any equipment. Customer shall also provide Ontario's personnel with all Material Safety Data Sheets (MSDS) applicable to Ontario's work and as required by OSHA's Hazard Communication Standard Regulations. All work shall be performed during Ontario's normal working hours unless otherwise indicated on page 1.

2. Ontario warrants its workmanship to be free from defect for a period of thirty (30) days from the date said work is performed. If Ontario's workmanship proves to be defective within said thirty days, Ontario will repair or replace its work, at Ontario's option, and at no cost to Customer, provided, Customer has given Ontario written notice of said defect within 35 days of the date the defective work was originally performed. If any replacement item, materials, or equipment listed on page 1 should prove to be defective, Ontario shall assign to Customer the benefits of any manufacturer's warranty to the fullest extent any such warranty may be assigned by Ontario. Removal and replacement of any equipment or materials covered under a manufacturer's warranty will be at Customer's expense and at Ontario's then current rates.

3. Except as set forth in paragraph 2 of this Agreement, Ontario makes **NO WARRANTIES, EXPRESS OR IMPLIED**, concerning the work, labor, materials or equipment being provided by it under this Agreement, and hereby excludes and disclaims all express and implied warranties, including the implied warranties of merchantability and fitness for any particular purpose or use.

4. The price stated on page 1 is a discounted price contingent upon Ontario's receipt of payment by cash or check. The cash discount reflected in this price is five percent. Customer agrees to pay all invoices within ten (10) days of the invoice date. If payment in full is not received by Ontario within 15 days of the invoice date, all unpaid amounts shall accrue interest at the rate of 1.5% per month from the date of the invoice until paid in full. Ontario shall have the right to stop all work, including any warranty work, to the extent any invoice concerning the work described on page 1 has not been paid in full.

5. Ontario shall only perform the work specified on page 1 and no other work shall be performed without prior written authorization from Customer that is accepted, in writing, by Ontario and which sets forth the additional cost to be paid for such extra work.

6. It is understood and agreed that Ontario has **NO** responsibility for performing, completing or paying for any of the following items:

a. Moving, modifying, or altering the building structure in any manner in order to carry out its obligations under this Agreement;

b. Identifying, abating, handling, encapsulating or removing any hazardous substance or material, except any refrigerant specially identified on page 1 for removal by Ontario;

c. Indemnifying Customer from any liability or damage related to Ontario's work, except for such liability or damage caused by the sole negligence of willful misconduct of Ontario or employees that is not limited or waived under paragraph 8.

d. All taxes or other governmental charges relating to the Services, transfer, use, ownership, servicing or possession of any equipment relating to this Agreement.

7. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Ontario and its agents and

employees from and against all claims, damages, losses, and expenses, of every nature, including but not limited to attorney's fees, arising from or in any way related to the work, labor, equipment and materials being provided by Ontario under this Agreement, except that Customer shall not have any obligation to indemnify Ontario from such claims, damages, losses, and/or expenses that are attributable to the sole negligence of willful misconduct of Ontario or its employees.

8. In the event of any breach of contract by Ontario or damage or loss attributable to the tortious conduct of Ontario or one or more of its agents or employees, or any damage or loss for which Ontario might be held strictly liable, Ontario's liability for such damage or loss shall be limited to the dollar amount of this Agreement. Customer further agrees that Ontario does not have any liability to Customer, or Customer's agents, employees, tenants, lessees, or invitees, for any loss of use, loss of profit, delay damages, increased operating or maintenance costs, or any other special or consequential damages resulting from Ontario's performance of, or failure to perform, its obligations under this Agreement, all such damages being hereby waived and released by Customer. Customer also agrees that Ontario is not responsible for any loss or compensatory damages of Customer, or increased cost(s) for Ontario to perform this Agreement, where any such loss, damage or increased cost is attributable to Acts of God or other circumstances not reasonably foreseeable by the parties at the time they entered into this Agreement.

9. In the event of legal action or arbitration proceedings to enforce the terms of this Agreement, or any provisions herein, the successful and prevailing party shall be entitled to recover its reasonable attorney's fees and expert witness fees and expenses, in addition to any other relief to which that party may be entitled, at law or in equity. Any legal action or arbitration proceeding concerning any rights and liabilities relating to, or arising from, this Agreement or the work being performed under this Agreement, with the exception of any legal action for collection of amounts due, must be filed within one (1) year of the date of the event giving rise to any such claim under this Agreement.

10. The parties agree to resort to binding arbitration for the resolution of any claim either party may have against the other where the total value of either party's claim against the other, exclusive of interest, attorney's fees, and arbitration fees and costs, is less than \$75,000. Any arbitration under this agreement shall be conducted before the American Arbitration Association in accordance with its Fast Track Procedures in effect on the date this Agreement is signed. Under no circumstances shall any arbitrator have authority to issue any award in excess of \$75,000, exclusive of interest, attorney's fees, and arbitration fees and costs. All claims of either party in excess of \$75,000 shall be resolved through litigation within a court of competent jurisdiction in the county in which the work is performed.

11. Customer acknowledges that Ontario's employees are valuable assets to Ontario and Customer agrees that it will not hire any employee of Ontario for a period of 180 days after completion of the work described in this Agreement. In the event of a breach of this provision by Customer, Customer shall pay to Ontario the salary Ontario paid to that employee during the twelve months preceding Customer's breach of this provision, plus all expenses paid by Ontario to train that employee during the preceding two year period.

12. Any notice that is required to be given under this Agreement must be in writing and sent via certified or registered mail to the address set forth on the first page of this Agreement for the party intended to receive such notice.

13. This document represents the entire agreement between Ontario and Customer and supersedes any prior or contemporaneous oral and written communications or agreements. This Agreement can only be modified in a writing that is signed by both parties. Any purchase order or other document hereafter issued by Customer shall only be for purposes of identification and/or billing and shall not serve to modify this Agreement in any respect.

Elizabeth Lemus

From: Dave Bunnell <DBunnell@ontref.com>
Sent: Thursday, February 6, 2020 12:33 PM
To: Elizabeth Lemus
Subject: My contact information

Follow Up Flag: Follow up
Flag Status: Flagged

Ellie,

It was very nice meeting you today. As requested, I am sending you my contact info:

David Bunnell
 Office = 909-984-2771
 E-mail = DBunnell@OntRef.com
 Cell = 909-635-8378

If you ever call my cell, please be sure to leave a voice mail. As a rule, I do not give out my cell number, so if it rings and the number calling is not in my contacts, I do not answer because 99% it is a solicitor.

Some key points to remember about our recommendation:

- The Johnson control system is not proprietary. Any HVAC contractor can purchase the front end or any other components.
- The reason we are not covering the replacement of the front-end is due to the controls are obsolete. Our ASP service agreement does not cover obsolescence.
- Should a unitary control board or thermostat fail, I agree to replace the failed component under the ASP service agreement...even though those components are obsolete as well – this is my effort to meet the water district half way and share the costs.
- The new controls do not require a work station. As long as your IT dept can provide remote access, the control system can be accessed via any PC, tablet or smart phone. Password management can restrict the ability to make changes preventing someone from modifying the program or make adjustments that could damage the AC units.
- The graphics of the new controls will be superior to the existing graphics making navigation of, and changes to, the controls very user friendly.
- The new controller would be covered under the ASP service agreement, if it fails, Ont Ref will cover the repair/replacement under our ASP service agreement.

Please feel free to contact me if you need further assistance.

Have a great day.

David Bunnell
 Service Manager
 909-984-2771
 909-988-7522 Fax

Old Business

Item #3 – Discussion/Action Item

United Rentals Quote #181089988: Portable Generator for Wells

60/66



EQUIPMENT SALE QUOTE

181089988

BRANCH 554
86025 CATHEDRAL CANYON DR
CATHEDRAL CITY CA 92234-7262
760-328-6573
760-328-9724 FAX

Job Site

CABAZON COUNTY WATER
NEW EQ SALES QUOTE
x:NEW EQ SALES@QUOTE
CABAZON CA 92230
Office: 951-849-4442 Cell: 951-880-5257

Customer #	: 286483
Quote Date	: 04/21/20
UR Job Loc	: CABAZON
UR Job #	: 1
Customer Job ID:	
P.O. #	: QUOTE
Ordered By	: DAVID WONLY
Written By	: ALEXANDER MARTINEZ
Salesperson	: ALEXANDER MARTINEZ

CABAZON COUNTY WATER DISTRICT
PO BOX 297
CABAZON CA 92230-0297

**This is not an invoice
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	2403351 CC: 240-3351 GENERATOR 400-499 KVA DCA400SSI4F3 Generator with 300 HP 350 gallon trailer and hitch included ****Super Silent *** ****More Options Available***	175565.85	175565.85
	DELIVERY CHARGE		800.00
			Sub-total: 176365.85
			Tax: 13668.35
			Total: 190034.20

Available late May for deliery***

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



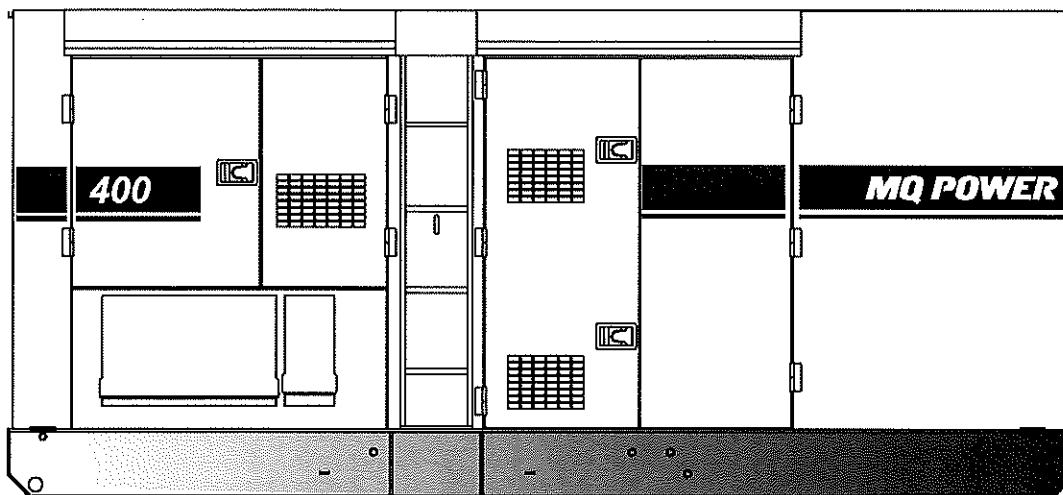
DCA400SSI4F3 Generator

WhisperWatt™

Prime Rating — 320 kW (400 kVA)

Standby Rating — 336 kW (420 kVA)

3-Phase, 60 Hertz, 0.8 PF



STANDARD FEATURES

- Heavy duty, 4-cycle, direct injection, turbocharged, charge air cooled diesel engine provides maximum reliability.
- EPA emissions certified — Tier 4 Final emissions compliant.
- Microprocessor engine control system maintains frequency to $\pm 0.25\%$.
- Full load acceptance of standby nameplate rating in a single step.
- Fuel/water separator removes condensation from fuel for extended engine life. Panel mounted alarm light included.
- Sound attenuated, weather resistant, steel housing provides operation at 69 dB(A) at 23 feet. Fully lockable enclosure allows safe unattended operation.
- E-coat with polyurethane enamel finish coat.
- Internal fuel tank with direct reading fuel gauges are standard.
- Brushless alternator reduces service and maintenance requirements and meets temperature rise standards for Class F insulation systems.
 - Open delta alternator design provides virtually unlimited excitation for maximum motor starting capability.
 - Automatic voltage regulator (AVR) provides precise regulation.
- Fully covered power panel. Three-phase terminals and single phase receptacles allow fast and convenient hookup for most applications including temporary power boxes, tools and lighting equipment. All are NEMA standard.
- ECU845 microprocessor-based digital generator controller.
 - Remote 2-wire start/stop control.
 - High visibility LCD display with heated screen and alphanumeric readout.
 - Operational temperature range of -40° to 85° C.
 - AC monitoring along with fuel and DEF level indicators.
- Digital engine gauges including oil pressure, water temperature, battery volts, engine speed, engine load, fuel level and DEF level.
- Analog generator instrumentation including AC ammeter, AC voltmeter, frequency meter, ammeter phase selector switch, voltmeter phase selector switch, and voltage regulator adjustment potentiometer.
- Automatic safety shutdown system monitors the water temperature, engine oil pressure, low coolant, low DEF, overspeed, and overcrank. Warning lights indicate abnormal conditions.
- Emergency stop switch — when manually activated, shuts down generator in the event of an emergency.



DCA400SSI4F3 Generator

SPECIFICATIONS

Generator Specifications	
Design	Revolving field, Self-ventilated Drip-proof, Single bearing
No. of Poles	4-pole
Excitation	Brushless with AVR
Standby Output	336 KW (420 kVA)
Prime Output	320 KW (400 kVA)
Generator RPM	1800
Voltage — 3Ø	208, 220, 240, 416, 440, 480V Reconnectable
Voltage — 1Ø	120, 127, 139, 240, 254, 277V Adjustable
Armature Connection	Star with neutral
Voltage Regulation (No load to full load)	±0.5%
Power Factor	0.8
Frequency	60 Hz
Winding Pitch	2/3
Frequency Regulation: No Load to Full Load	isochronous under varying loads from no load to 100% rated load
Frequency Regulation: Steady State	±0.25% of mean value for constant loads from no load to full load.
Insulation	Class F
Sound Level dB(A) Full load at 23 feet	69

Engine Specifications	
Make / Model	Isuzu / BQ-6WG1X
Emissions	EPA Tier 4 Final Certified
Starting System	Electric
Design	4-cycle, water cooled, direct injection, turbocharged, charge air cooled, EGR, DOC, and SCR.
Displacement	15681 cc
No. cylinders	6
Bore x Stroke	147 x 154 mm
Gross Engine Power Output	512.3 hp (382 kWm)
BMEP	236 psi (1624 kPa)
Piston Speed	1819 ft/min (9.24 m/s)
Compression Ratio	16.5 : 1
Engine Speed	1800 rpm
Overspeed Limit	2070 rpm
Oil Capacity	15.1 gallons (57 liters)
Battery	12V 200Ah x 2 (24 V Systems)

Fuel System	
Recommended Fuel	ASTM-D975-No.1 & No.2-D*
Maximum Fuel Flow (per hour)	98.8 gallons (374 liters)
Maximum Inlet Restriction (Hg)	8.86 in (225 mm)
Fuel Tank Capacity	55.5 gallons (210 liters)
Fuel Consumption	gph lph
At full load	22.5 85.1
At 3/4 load	17.3 65.5
At 1/2 load	12.2 46.0
At 1/4 load	7.7 29.0
DEF Tank Capacity	14.8 gallons (56 liters)

* - Use ultra-low sulfur diesel fuel.

Cooling System	
Fan Load	17.8 hp (13.3 kW)
Coolant Capacity (with radiator)	19.4 gallons (73.6 liters)
Coolant Flow Rate (per minute)	111 gallons (420 liters)
Heat Rejection to Coolant (per minute)	12,606 Btu (13.3 MJ)
Maximum Coolant Friction Head	20.3 psi (140 kPa)
Maximum Coolant Static Head	29.5 feet (9.0 meters)
Ambient Temperature Rating	104°F (40°C)

Air	
Combustion Air	872 cfm (24.7 m³/min)
Maximum Air Cleaner Restriction	25 in. H ₂ O (6.2 kPa)
Alternator Cooling Air	2790 cfm (79.0 m³/min)
Radiator Cooling Air	14129 cfm (400 m³/min)

Exhaust System	
Gas Flow (full load)	1635 cfm (46.3 m³/min)
Gas Temperature	968°F (520°C)
Maximum Back Pressure	180.7 in. H ₂ O (45 kPa)

Amperage	
Rated Voltage	Maximum Amps
1Ø 120 Volt	888.9 Amps (4 wire)
1Ø 240 Volt	444.4 Amps (4 wire)
3Ø 208 Volt	962.3 Amps
3Ø 240 Volt	962.3 Amps
3Ø 480 Volt	481.1 Amps
Main Line Circuit Breaker Rating	1000 Amps
Over Current Relay Trip Set Point	480 Amps

WARRANTY*

Isuzu Engine**

12 months from date of purchase with unlimited hours or 36 months from date of purchase with 3,000 hours (whichever comes first).

Generator

24 months from date of purchase or 2,000 hours (whichever occurs first).

Trailer

12 months excluding normal wear items.

*Refer to the express written, one-year limited warranty sheet for additional information.
**Refer to Isuzu Diesel Engine Limited Warranty for details.

NOTICE

Specifications sheet is subject to change and is not intended for use in installation design.



DCA400SSI4F3 Generator

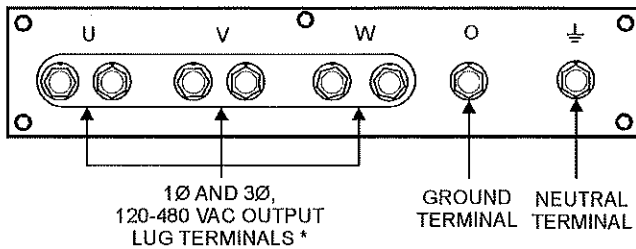
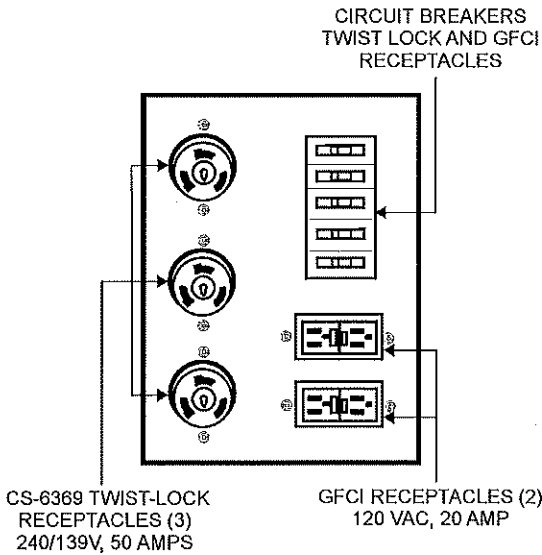
MQ POWER DECIBEL LEVELS

Our soundproof housing allows substantially lower operating noise levels than competitive designs. WhisperWatts are at home on construction sites, in residential neighborhoods, and at hospitals — just about anywhere.

- 90 — Subway / truck traffic
- 80 — Average city traffic
- 70 — Inside car at 60 mph
WhisperWatt at 23 feet
- 60 — Air conditioner at 20 feet
- 50 — Normal conversation



GENERATOR OUTPUT PANELS



OPTIONAL GENERATOR FEATURES

- **Parallel Controls** — provides the ability to connect multiple generators together into a single power generation system.
- **PowerBalance™** — designed to assist generators when operating under low temperature and/or low load conditions to insure peak performance.
- **Battery Charger** — provides fully automatic and self-adjusting charging to the generator's battery system.
- **Jacket Water Heater** — for easy starting in cold weather climates.
- **Trailer Mounted Package** — highway legal trailer with electronic or surge brakes with double or triple axle configuration. Extra capacity fuel tanks are also available.

OPTIONAL CONTROL FEATURES

- **Audible Alarm** — alerts operator of abnormal conditions.

OPTIONAL FUEL CELL FEATURES

- **Trailer Fuel Tank** — a second fuel cell located in the trailer allows for extended run time.
- **Sub-base Fuel Cells (double wall)** — additional fuel cell for extended runtime operation. Contains a leak sensor, low fuel level switch, and a secondary containment tank. UL142 listed.
- 12 hours of minimum run time.
- 24 hours of minimum run time.

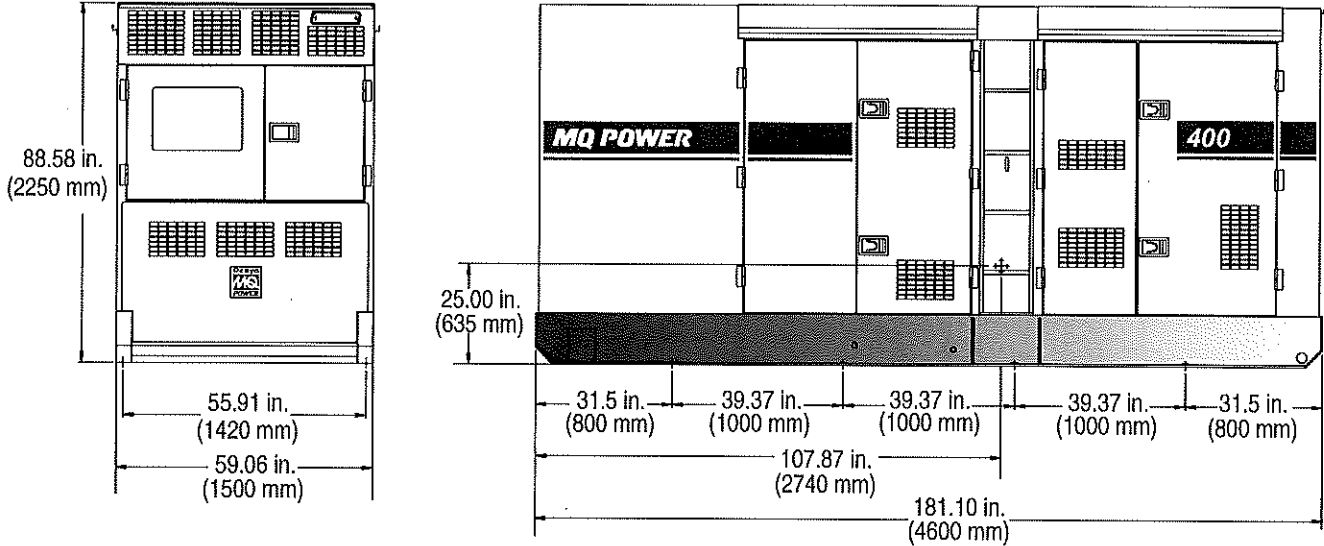
OPTIONAL OUTPUT CONNECTIONS

- **Cam-Lok Connectors** — provides quick disconnect alternative to bolt-on connectors.
- **Pin and Sleeve Connectors** — provides industry standard connectors for all voltage requirements.
- **Output Cable** — available in any custom length and size configuration.

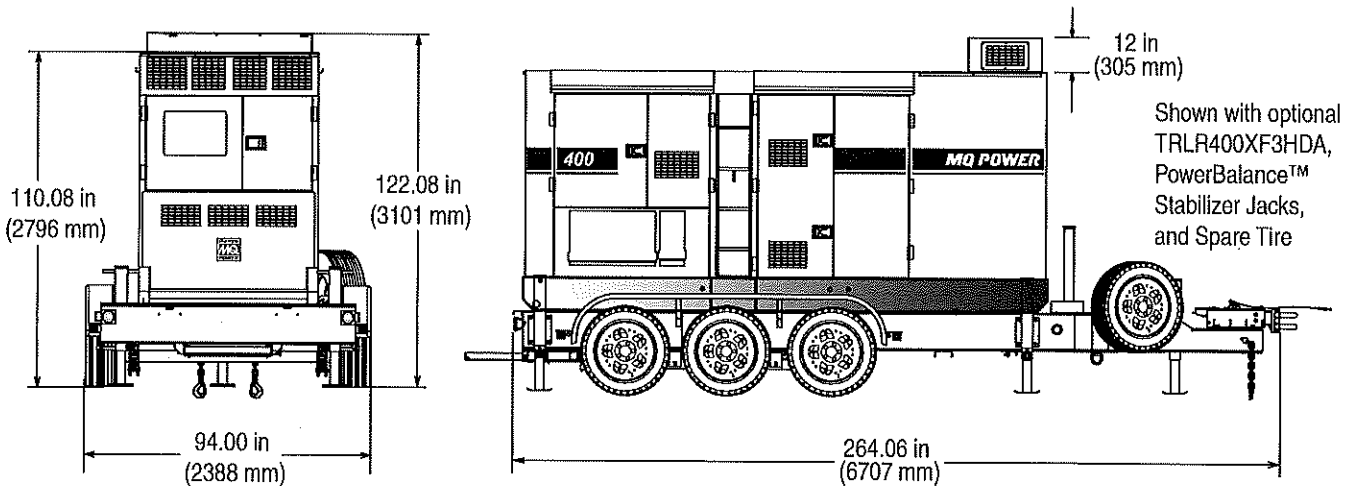


DCA400SSI4F3 Generator

SKID-MOUNT DIMENSIONS



TRAILER-MOUNT DIMENSIONS



DCA400SSI4F3 Weights*	
Dry Weight	12,280 lbs. (5,570 kg)
Wet Weight	13,184 lbs. (5,980 kg)
Max. Lifting Point Capacity	18,000 lbs. (8,165 kg)

DCA400SSI4F3 and TRLR400XF3 Weights*	
Dry Weight (with TRLR400XF3)	16,290 lbs. (7,389 kg)
Wet Weight (with TRLR400XF3)	17,194 lbs. (7,799 kg)

*Weights do not include options.

Generator can be placed on MQ Trailer Model TRLR400XF3 (HDA/EDA).

NOTICE
Features and Specifications are subject to change without notice.



MULTIQUIP
POST OFFICE BOX 6254
CARSON, CA 90749
310-537-3700 • 800-883-2551
FAX: 310-604-3831
E-MAIL: sales@multiquip.com
WEBSITE: www.multiquip.com

Old Business

Item #4 – Discussion/Action Item

Sulzer Quote #32281 to Install a Upside Starter Controller to the 300 HP Electric Motor Pump (Well #1).

606/606

SULZER

Phone 909-825-7971 Fax 909-825-6312
 620 So. Rancho Ave, Colton, CA 92324-3243
 CA.LIC 822429

Refer to: **Quote No 32281**

Calvin Louie
Cabazon County Water

P.O. Box 297
 Cabazon CA 92230-0297

Date 3/19/2020
 Ph. No. 951-849-4442
 Fax No. 951-849-2519
 Freight Our Truck Delivery

Your contact at Sulzer EMS: **Greg Beebe x143** Terr. **H**

Description	Unit Price	Delivery	FOB
Quotation to provide and install a 600A manual transfer switch for Well #1 and upside the starter controller to 300HP, 460V rate			
<i>Scope of Work Provided:</i> Remove the existing cables between the Well site main breaker to the Starter breaker.			
Pour a concrete pad for the new transfer switch outside along the west side wall. Install the new transfer switch onto the pad. Provide and install needed conduits, cable and pull box between the main breaker, the new transfer switch & starter breaker.			
The existing motor starter will be upgraded to a 300HP/460V rated unit. Includes ATS22 starter, 500A breaker, HMI door keypad, required control logic, cable and power block. New CAD drawings are provided for your records.			
Provide and install new cable between the new motor and motor controller. Connect motor leads and check rotation.			
Total Net Cost for materials	\$26,880.00		
Sales Tax 7.75%	\$2,083.20		
Installation Labor	\$11,709.00		
Total Cost	\$40,672.20	8-10 Weeks ARO	Job Site

Sales Tax is additional if applicable. Prices good for 30 days, subject to change without notice. Please Note: that this is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to our acceptance on the terms and conditions stated in our written Acknowledgment of order. We make no representations with respect to compliance with job specifications.

Comments
 The 600A manual transfer switch is totally enclosed for outdoor duty provided with factory cam lock connectors for your generator. A cut sheet on the transfer switch will be provided.