



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

**Meeting Date:**  
Tuesday, March 17, 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
2. Finance & Audit Committee District Payables Review and Approval/Signing

### PUBLIC COMMENT

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### 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.



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Cabazon, California 92230

## **REGULAR BOARD MEETING**

### **AGENDA**

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

**Meeting Date:**  
Tuesday, March 17, 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 February 18, 2020
  - b. Regular Board Meeting Minutes and Warrants of February 18, 2020
2. **Warrants – None**
3. **Awards of Contracts – None**

#### **UPDATES**

1. **Update:** San Gorgonio Pass Regional Water Alliance Update  
(by Director Israel / Director Morris)
2. **Update:** Manager's Operations Report  
(by GM Louie)

**CLOSED SESSION:**

- (1) CONFERENCE WITH LEGAL COUNSEL– Anticipated Litigation under Gov't Code, section 54956.9(d) (2 cases)

**OPEN SESSION:**

**NEW BUSINESS**

1. Discussion/Action: Customer Concern: Krystle Brown, Maxine Ave.
2. Discussion/Action: Customer Concern: Paul Oshideri, Broadway Ave.
3. Discussion/Action: SCADA Software Upgrade, Byrd Industrial Electronics Quote #5099: Upgrade of the Wonderware InTouch Software and WIN-911 Alarm Notification for the HMI Work Station. (by GM Louie)
4. Discussion/Action: BB&K Sexual Harassment Prevention Training and AB1234 Joint Training with High Valleys Water District – Determination whether the Board wants to host a joint training (as a cost-share measure) with High Valleys Water District, and proposed date(s) for the BB&K training.

**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)
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)

**PUBLIC COMMENTS**

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**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 – March 17, 2020, 5:00 pm
- b. Regular Board Meeting – Tuesday – March 17, 2020, 6:00 pm
- c. Personnel Committee – None
- d. San Geronio Pass Regional Water Alliance – Alliance Meeting – Wednesday –

**ADJOURNMENT**

ADA Compliance Issues

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## FINANCE & AUDIT COMMITTEE MEETING

### MINUTES

#### Meeting Location:

Cabazon Water District Office  
14618 Broadway Street  
Cabazon, California 92230

#### Meeting Date:

Tuesday, February 18, 2020 – 05:00 pm

#### CALL TO ORDER,

#### PLEDGE OF ALLEGIANCE,

#### ROLL CALL

Director Wargo - Present

Director Sanderson - Present

Calvin Louie (General Manager) - Absent

Elizabeth Lemus, Board Secretary - Present

Cindy Byerrum, Financial Consultant - Absent

\*Note: This meeting was recorded by the District -

### FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
  - Balance Sheet
  - Profit and Loss Budget Comparison
  
2. Finance & Audit Committee District Payables Review and Approval/Signing

#### Balance Sheet:

The District's combined Cash with Chase and LAIF balance was \$1,031,410 at month end.

The District's total liabilities were approximately \$1.015 million at month end.

#### Profit and Loss:

3. Base Rate: This is the flat, fixed monthly charge to all residents for water service. YTD is trending at 58%.
4. Commodity Sales: This is the variable income from charges linked to the consumption of water. YTD is trending at 62% due to increased water usage in the summer months.
10. Basic Facilities Fee: These are fees charged for new service connections, meter installations & upgrades. These fees are difficult to budget accurately due to their unexpected nature when revenue is earned. YTD fees collected include \$9.3K in October for a new service connection & \$13.4K in November for a 3/4" meter install.
17. Interest Income: YTD is trending at 64% due to timing of interest receipts.
30. Workers Compensation: YTD is at 77% due to timing of workers comp payments. Workers Compensation through 5/1/20 has been paid in full as of November.
31. Employee Health Care: YTD is at 79% due to higher monthly premiums than anticipated in budget.
43. 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).
46. Engineering Services: YTD is at 80% due several invoices from Krieger & Stewart in September including \$11.4K relating to Standby Fees.
48. Total Facilities, Wells, T&D: Summarizes total operating expense relating to facilities, wells, transmission & distribution. YTD is trending above target at 62% due to items noted on lines 43 & 46.
54. Total Utilities – Office: Summarizes total utilities expense for the District office. YTD is trending below target at 53%.
67. Total Office Expenses: Summarizes total District office expenses. YTD is trending below target at 51%.
90. Grant & Loan Processing Fee: Loan fee from BNY. YTD is at 95% due to timing of loan fee payment.

As of January 31st, the fiscal year-to-date net income is \$126,150.

#### PUBLIC COMMENT

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#### ADJOURNMENT

Motion to adjourn at 17:13 hr. made by Director Wargo and 2<sup>nd</sup> by Director Sanderson.

Director Wargo - Aye  
Director Israel - Aye

Meeting adjourned at 17:13 hr. on Tuesday, February 18, 2020

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Robert Lynk, Board Chair  
Board of Directors  
Cabazon Water District

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Elizabeth Lemus, Secretary  
Board of Directors  
Cabazon Water District

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**REGULAR BOARD MEETING**

**MINUTES**

**Meeting Location:**  
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14618 Broadway Street  
Cabazon, California 92230

**Meeting Date:**  
Tuesday, February 18, 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**

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**1. Approval of:**

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

**Motion to approve following consent calendar item(s) (a.) Finance and Audit Committee Meeting Minutes of January 21, 2020, and (b.) Regular Board Meeting Minutes of January 21, 2020, made by Director Wargo and 2<sup>nd</sup> 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 and Director Morris)**

- Collaboration Agency Meetings every two months; Cabazon invited to attend.
- Alliance Meetings are now bi-monthly

**2. Update:**

**Manager's Operations Report  
(by GM Louie)**

- Electrical estimate being drafted for 50100 Main St. property
- Electrical estimate being drafted for the Well #1 pump upgrades.
- Electrical estimate being drafted for backup generators for Wells #1 and #5 due to SoCal Edison PSPS emergency shutoff events.
- Field Worker Vacancy still ongoing; will try recruiting for a Meter Reader (entry level) position.

**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)**

- Director Wargo met with AGM Lemus and brought up several valid questions for the IVR vendor. The District is currently waiting for a response from CUSI regarding the questions asked.

Motion to table any decision regarding the CUSI Interactive Voice Recognition (IVR) Interface until additional information is obtained made by Director Wargo and 2<sup>nd</sup> by Director Israel.

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

2. Discussion/Action: Well #1 Ongoing Rehabilitation: Bid Selection and Award of Contract (GM Louie)

- Keith Collier from Legend Pump was present, and answered any questions the Board had. Mr. Collier also explained that he believed there might be a decrease in the quote he provided, since column pipe costs have decreased somewhat since drafting the original quote.

Motion to table any action on awarding a contract for Well #1 Rehabilitation until the March Board Meeting made by Director Lynk and 2<sup>nd</sup> by Director Israel.

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

\*Note: A short break was taken from 18:44 hr. until 18:55 hr. when the meeting resumed.

3. Discussion/Action: Resolution 02-2020: Approving Adjustments to Miscellaneous User Fees (AGM Lemus)

- This Resolution is to memorialize that the User Fee Adjustments (for Yellow Tags, Red Tags, etc.) were approved during the January 2020 Regular Board Meeting.

Motion to approve Resolution 02-2020 Approving Adjustments to Miscellaneous User Fees made by Director Israel and 2<sup>nd</sup> by Director Sanderson.

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

## NEW BUSINESS

**1. Discussion/Action: District Office A/C System Repair – Quote Review from Ontario Refrigeration (by GM Louie/AGM Lemus)**

- The District's A/C system is obsolete and is not working correctly.
- A determination of whether the District should pay Ontario Refrigeration to make the necessary upgrades/repairs, or if the District should go another route was sought.
- The Board decided to make a few inquiries before making a motion.

**Motion to table and decision regarding the District Office A/C system repair / to table a decision on the quote from Ontario Refrigeration until the March Regular Board Meeting made by Director Wargo and 2<sup>nd</sup> by Director Sanderson.**

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

**2. Discussion/Action: Collaborative Agency Meetings Participation (by AGM Lemus)**

- As Director Israel and Director Morris explained during the beginning of the meeting, Cabazon Water District was invited to participate in the Collaborative Agency Meetings held every two months.
- It was decided that either Director Israel or Director Morris would attend these meetings, since they both were part of the active Ad Hoc Committee.
- No motion was needed, but the Board Chair authorized the attendance of these meetings. No objections were voiced by either Board or Public.

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MISCELLANEOUS

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

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- b. Regular Board Meeting – Tuesday – March 17, 2020, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Pass Regional Water Alliance – Alliance Meeting – Wednesday –

ADJOURNMENT

Motion to adjourn at 19:09 hr. made by Director Lynk and 2<sup>nd</sup> by Director Sanderson.

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

Meeting adjourned at 19:09 hr. on Tuesday, January 21, 2020

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Robert Lynk, Board Chair  
Board of Directors  
Cabazon Water District

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Elizabeth Lemus, Secretary  
Board of Directors  
Cabazon Water District

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# Cabazon Water District

## Balance Sheet

February 29, 2020

Feb. 29, 20

1	<b>ASSETS</b>	
2	Current Assets	
3	Checking/Savings	
4	General Bank Account-Chase	\$ 242,136
5	Payroll Bank Account-Chase	79,222
6	Trust Account-Chase (Cust. Deposits)	14,131
7	Local Petty Cash	100
8	Total Checking/Savings	<u>335,589</u>
9	Accounts Receivable	198,268
10	LAIF	708,563
11	Bank of NY Trustee Accounts	70,527
12	Prepaid Expenses	30,623.50
13	Inventory Total	104,142
14	Total Other Current Assets	<u>1,112,124</u>
15	Total Current Assets	<u>1,466,377</u>
16	Fixed Assets	
17	Construction in Process	
18	CIP Cabazon Outlets Expansion	9,692
19	CIP Super Map	27,679
20	CIP 50100 Main St. Property	115,053
21	Total Construction in Process	<u>152,424</u>
22	Tools and Equipment	123,319
23	Source of Supply	1,552,226
24	Transmission & Distribution	10,316,395
25	Buildings & Structures	12,281
26	Water Treatment	8,800
27	Office Furniture and Equipment	71,808
28	Intangible Plant	11,032
29	Vehicles	114,728
30	Land	689,548
31	Accumulated Depreciation	(5,672,996)
32	Total Fixed Assets	<u>7,379,565</u>
33	<b>TOTAL ASSETS</b>	<u><u>\$ 8,845,942</u></u>
34	<b>LIABILITIES &amp; EQUITY</b>	
35	Liabilities	
36	Current Liabilities	
37	Accounts Payable	\$ 28,946
38	Other Current Liabilities	
39	Customer Deposits - Co 1	7,598
40	Customer Deposits - Co 2	4,386
41	Total Customer Deposits	<u>11,984</u>
42	Accrued Vacation Pay	13,352
43	DWR-HS Payable - Current	39,550
44	Current Portion Zion's Bank Ln	80,847
45	Accrued Payroll	7,450

# Cabazon Water District

## Balance Sheet

February 29, 2020

		<u>Feb. 29, 20</u>
46	Accrued Payroll Taxes	554
47	Accrued Interest	4,449
48	Accrued Expenses	8,129
49	Employee Deductions	76
50	Total Other Current Liabilities	<u>166,392</u>
51	Total Current Liabilities	195,337
52	Long Term Liabilities	
53	DWR-H Loan Payable (Payoff '26)	278,950
54	Zion's Bank Long Term (2023)	254,898
55	RCEDA Loan Payable	300,000
56	Total Long Term Liabilities	<u>833,848</u>
57	Total Liabilities	1,029,186
58	Total Equity	7,816,756
59	<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$ 8,845,942</u></b>

# Cabazon Water District

## Profit & Loss

February 2020

	Feb. 2020	Current YTD	FY 19/20 Budget	YTD (66%)
<b>1 REVENUES</b>				
<b>2 OPERATING INCOME</b>				
3 Base Rate - Water Bills	\$ 75,918	\$ 587,922	\$ 889,300	66%
4 Commodity Sales	16,912	217,738	320,600	68%
5 DHPO Contract	11,163	116,595	211,700	55%
6 Fire Sales - Water Bills	461	3,556	3,900	91%
7 Penalty Fees - Water Bills	4,777	36,404	44,900	81%
8 New Account Fees - Water Bills	85	1,075	1,800	60%
9 Returned Check Fees	-	270	400	68%
10 Basic Facilities Fee	13,384	36,074	18,900	191%
11 Stand By Fees - Tax Revenue	-	75,521	113,600	66%
<b>12 TOTAL OPERATING INCOME</b>	<b>122,700</b>	<b>1,075,558</b>	<b>1,605,100</b>	<b>67%</b>
<b>13 NON-OPERATING INCOME</b>				
14 Property Taxes	55	43,153	60,900	71%
15 Cell Tower Lease Income	2,087	18,785	25,100	75%
16 Misc. Non-Operating Income	-	6,323	-	0%
17 Interest Income	527	12,929	19,300	67%
<b>18 TOTAL NON-OPERATING INCOME</b>	<b>2,669</b>	<b>81,189</b>	<b>105,300</b>	<b>77%</b>
<b>19 TOTAL REVENUES</b>	<b>125,369</b>	<b>1,156,748</b>	<b>1,710,400</b>	<b>68%</b>
<b>20 EXPENSES</b>				
<b>21 PAYROLL</b>				
22 Directors Fees	1,200	7,700	20,000	39%
23 Management & Customer Service				
24 Customer Accounts	4,201	37,471	52,100	72%
25 Business Admin Manager	5,669	48,375	74,700	65%
26 General Manager	6,368	66,464	95,600	70%
27 Total Management & Customer Service	16,239	152,310	222,400	68%
28 Field Workers	10,319	106,279	168,300	63%
29 Employee Benefits Expense				
30 Workers Comp.	101	4,867	6,200	79%
31 Employee Health Care	7,689	60,630	67,000	90%
32 Pension	5,419	50,894	78,300	65%
33 Total Employee Benefits Expense	13,209	116,391	151,500	77%
34 Payroll Taxes	2,429	22,050	33,200	66%
<b>35 TOTAL PAYROLL</b>	<b>43,395</b>	<b>404,730</b>	<b>595,400</b>	<b>68%</b>

# Cabazon Water District

## Profit & Loss

February 2020

		FY 19/20			
		Feb. 2020	Current YTD	Budget	YTD (66%)
36	<b>OPERATIONAL EXPENSES</b>				
37	Facilities, Wells, T&D				
38	Lab Fees	153	2,263	8,700	26%
39	Meters	1,981	2,131	4,700	45%
40	Utilities - Wells	9,319	56,197	124,000	45%
41	Line R&M Contractor	-	-	12,500	0%
42	Line R&M Materials	5,060	14,909	60,000	25%
43	Well Maintenance	1,695	97,371	37,000	263%
44	Security	1,288	12,641	24,800	51%
45	Grant Writing Services	-	-	10,000	0%
46	Engineering Services	6,468	43,604	46,500	94%
47	Facilities, Wells, T&D - Other	2,988	6,303	12,400	51%
48	<b>Total Facilities, Wells, T&amp;D</b>	<b>28,963</b>	<b>239,044</b>	<b>340,600</b>	<b>70%</b>
49	Utilities - Office				
50	Electricity	630	9,936	19,000	52%
51	Gas	103	535	1,000	54%
52	Telephone	828	6,672	9,800	68%
53	Trash Pickup & Office Cleaning	369	2,950	4,500	66%
54	<b>Total Utilities - Office</b>	<b>1,930</b>	<b>20,093</b>	<b>34,300</b>	<b>59%</b>
55	Office Expenses				
56	Water Billing System	177	1,418	2,100	68%
57	Supplies & Equipment	519	5,607	9,900	57%
58	Copier Lease & Printing Supplies	237	2,734	6,000	46%
59	Dues & Subscriptions	-	300	4,900	6%
60	Postage	630	5,141	7,900	65%
61	Printing & Publications	-	2,596	6,200	42%
62	Computer Services	2,675	23,376	36,800	64%
63	Office Storage	500	4,500	6,100	74%
64	Air Conditioning Servicing	418	3,344	4,900	68%
65	CA Water Systems Alliance	208	1,500	2,500	60%
66	Office Expenses - Other	-	829	2,900	29%
67	<b>Total Office Expenses</b>	<b>5,365</b>	<b>51,345</b>	<b>90,200</b>	<b>57%</b>
68	Support Services				
69	Financial Audit	-	9,630	22,500	43%
70	Accounting	-	17,062	35,000	49%
71	Legal Services	3,119	40,523	52,000	78%
72	Bank Service Charges	52	468	700	67%



# Cabazon Water District

## Profit & Loss

February 2020

		FY 19/20			
	Feb. 2020	Current YTD	Budget	YTD (66%)	
73	Payroll Service	298	3,008	4,700	64%
74	Website Support	75	675	900	75%
75	General Liability Insurance	1,962	15,696	23,400	67%
76	Total Support Services	6,776	96,745	139,200	70%
77	Training/Travel	-	12,255	26,400	46%
78	Other Fees/SWRCB	-	8,513	7,100	120%
79	Service Tools & Equipment				
80	Shop Supplies and Small Tools	1,728	5,491	8,700	63%
81	Vehicle Fuel	155	10,299	16,600	62%
82	Employee Uniforms	90	748	1,800	42%
83	Safety	-	-	500	0%
84	Tractor Expenses	-	177	7,500	2%
85	Equipment Rental	-	-	2,000	0%
86	Service Trucks - R&M	-	8,285	14,200	58%
87	Water Ops Phone & Internet	197	1,567	2,400	65%
88	Total Service Tools & Equipment	2,170	26,567	55,700	48%
89	<b>NON-OPERATING EXPENSES</b>				
90	Grant & Loan Processing Fee	-	1,325	1,400	95%
91	DWR Interest Expense	-	4,719	9,100	52%
92	DHPO Interest Expense	-	4,174	7,900	53%
93	Bad Debt Expense	-	-	1,200	0%
94	Miscellaneous	178	815	1,100	74%
95	<b>TOTAL NON-OPERATING EXPENSES</b>	178	11,033	20,700	53%
96	<b>TOTAL EXPENSES</b>	88,778	870,325	1,309,600	66%
97	<b>TOTAL INCOME BEFORE CAPITAL &amp; GSA</b>	36,591	286,422	400,800	71%
98	DHPO Capacity Credit	(1,750)	(14,000)	(21,000)	67%
99	<b>CAPITAL PROJECTS</b>				
100	Main Street Improvements (Icehouse Imp.)	-	(24,165)	(30,000)	81%
101	Meter Replacements & Other Capital	-	(11,238)	(22,000)	51%
102	New Vehicle Purchase	-	-	(37,000)	0%
103	<b>TOTAL CAPITAL PROJECTS</b>	-	(35,403)	(89,000)	40%
104	<b>DEBT - PRINCIPAL</b>				
105	Debt Service Principal - DWR	-	(19,627)	(39,600)	50%
106	Debt Service Principal - DHPO (Zion)	-	(40,423)	(80,800)	50%
107	<b>TOTAL DEBT - PRINCIPAL</b>	-	(60,050)	(120,400)	50%
108	<b>SGMA / GSA</b>	(2,999)	(21,011)	(60,000)	35%
109	<b>NET INCOME / (LOSS)</b>	<b>\$ 31,842</b>	<b>\$ 155,958</b>	<b>\$ 110,400</b>	<b>141%</b>

*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.*

March 2020



# Cabazon Water District

## Customer Complaint Form

NAME: Krystle Brown CWD ACCT# 01825

SERVICE ADDRESS: maxine Ave, Cabazon.

MAILING ADDRESS: [REDACTED]

CITY: Cabazon, STATE: CA ZIP: 92230

PHONE: ([REDACTED])

email: Tantrum951@gmail.com

Please briefly describe your concerns.  
Include copies of all supporting documents.

I would like to dispute my complaint concerning a 3rd tier water price of 6.00. I received a blue tag and immediately addressed the problem it was at least a 1200\$ job. I am a unemployed housewife I have 3 children in my home I have a hardship and would pay much appreciate it if you would please consider going off of the first tier. Thank you for your consideration.



---

**water line repair**

1 message

---

**Richard Berg** <rbergbmt@yahoo.com>  
To: "tantrum951@gmail.com" <tantrum951@gmail.com>

Mon, Feb 24, 2020 at 4:38 PM

Krystal:

Here is a copy of the plumbing bill to repair the water main line at 11 Maxine, Cabazon CA 92220

Any excess water that you lost would have gone right back into the basin.

Thanks


Richard Berg

Berg Builders

909-800-1967

Sent from Mail for Windows 10

---

 **IMG\_20200224\_0001\_NEW.pdf**  
1219K



# ERNIE & SONS

P.O. Box 153 • Beaumont, CA 92223  
(909) 792-9163 • (951) 845-4820  
Contractor Lic. #484986



DATE 02-20-2020 20396

WORKMAN Richard Berg

Old Customer  New Customer

Classification Plumbing

Telephone 909-800-1967

Telephone \_\_\_\_\_

Bill to Richard Berg Builders

(Owner/Tenant)

at \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Name Bob Brown

Job at Marine Home

City Beaumont Zip 92220

P.O.# Marine Home

Describe Fully: Nature of Work Done, and Specify Exact Location of Each Fixture or Repair Made. Continue on Reverse Side if Necessary

*Installed new 3/4" pipe water meter in room with meter in back of  
hall. Meter is 1/2" from wall. Meter is 1/2" from wall. Meter is 1/2" from wall.  
New ground wire cap also installed. Meter is 1/2" from wall. Meter is 1/2" from wall.  
This contractor is not responsible for any damage to property.*

Construction  
Maintenance  
Home Inspection



Richard Berg  
Owner

Cell (909) 800-1967  
rbergomt@gmail.com



Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:  
Contractors' State License Board  
1020 N. Street  
Sacramento, California 95814

ASK for KEN or LORINA  
951.845.4820  
909.792.9163

FAMILY OWNED & OPERATED

OVER 40 YEARS OF EXPERIENCE  
SENIOR DISCOUNTS

MAKING AMERICA GREAT AGAIN

Ernie & Sons  
PLUMBING

P.O. BOX 153 BEAUMONT, CA 92223

Material	
Tax - Insurance	
Service	
Permits	
Truck - Equipment	
<b>TOTAL</b>	

I have work slip signed. This is done in order to protect you, the workmen and factory service. You are respectfully requested to examine material and labor and everything satisfactory, okay this ticket. If service is unsatisfactory, in any way, factory and agree to pay for same on presentation of invoice, and further agree to pay fees in the event of my default. A delinquent penalty will be charged if account breach files for award dictation

Signed \_\_\_\_\_

By \_\_\_\_\_

URGENT  
NOTICE

URGENT  
NOTICE

### Cabazon Water District

14618 Broadway Street - P.O. Box 297

Phone (951) 849-4442

Hours: Monday - Thursday (8:30 a.m. to 4:30 p.m.)

DATE: 2/12/2 ACCOUNT # 0182J

NAME: Brown

ADDRESS: [redacted] Maxine

METER #: 28544

- Returned check
- Came as requested
- Re-read meter
- Meter (service) is ON OFF
- Please
- For
- Your plumber
- CWD to repair / repaired leak
- Water will be off due to emergency repairs

HIGH USAGE  
POSSIBLE LEAK

On    /    /    from    to

<b>Customer Transaction Summary</b>
-------------------------------------

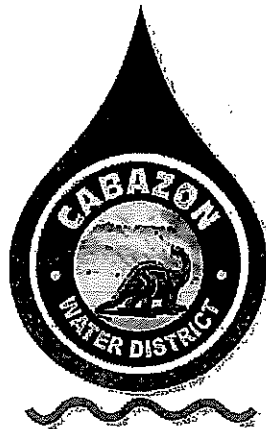
**Customer Information**

Account No: 0182J  
 KRISTLE BROWN  
 P.O. BOX  
 CABAZON, CA 92230-

**Location Information**

Location No: 3-0320271  
 MAXINE AVE  
 CABAZON, CA 92230

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/17/2019	Payment	CASH			70.95	-70.95	0.00
01/30/2019	Charge	01/10/2019	223600	1000	0.00	80.62	80.62
02/19/2019	Payment	CASH			80.62	-80.46	0.16
02/21/2019	Penalty				0.16	0.22	0.38
02/21/2019	Interest				0.38	0.03	0.41
02/28/2019	Charge	02/11/2019	224300	700	0.41	71.50	71.91
03/19/2019	Payment	CASH			71.91	-71.91	0.00
03/27/2019	Charge	03/13/2019	225000	700	0.00	71.50	71.50
04/22/2019	Penalty				71.50	7.15	78.65
04/22/2019	Interest				78.65	1.07	79.72
04/25/2019	Payment	CASH			79.72	-79.72	0.00
04/30/2019	Charge	04/10/2019	225600	600	0.00	70.11	70.11
05/20/2019	Payment	CASH			70.11	-70.11	0.00
05/30/2019	Charge	05/13/2019	226400	800	0.00	74.54	74.54
06/24/2019	Penalty				74.54	7.45	81.99
06/24/2019	Interest				81.99	1.12	83.11
06/24/2019	Payment	CASH			83.11	-83.11	0.00
06/27/2019	Charge	06/12/2019	227200	800	0.00	74.54	74.54
07/22/2019	Penalty				74.54	7.45	81.99
07/22/2019	Interest				81.99	1.12	83.11
07/22/2019	Payment	CASH			83.11	-83.11	0.00
07/31/2019	Charge	07/11/2019	227900	700	0.00	71.50	71.50
08/20/2019	Payment	CASH			71.50	-71.50	0.00
08/29/2019	Charge	08/12/2019	228800	900	0.00	77.58	77.58
09/18/2019	Payment	CASH			77.58	-77.58	0.00
09/30/2019	Charge	09/12/2019	229700	900	0.00	77.58	77.58
10/15/2019	Payment	CASH			77.58	-77.58	0.00
10/31/2019	Charge	10/14/2019	230400	700	0.00	71.50	71.50
11/19/2019	Payment	CASH			71.50	-71.50	0.00
11/27/2019	Charge	11/13/2019	231200	800	0.00	74.54	74.54
12/23/2019	Penalty				74.54	7.45	81.99
12/23/2019	Interest				81.99	1.12	83.11
12/30/2019	Charge	12/12/2019	231900	700	83.11	71.50	154.61
12/31/2019	Payment	CASH			154.61	-83.00	71.61
01/21/2020	Penalty				71.61	7.15	78.76
01/21/2020	Interest				78.76	1.07	79.83
01/21/2020	Payment	CASH			79.83	-79.83	0.00
01/31/2020	Charge	01/13/2020	233400	1500	0.00	102.27	102.27
02/24/2020	Penalty				102.27	10.23	112.50
02/24/2020	Interest				112.50	1.53	114.03
02/24/2020	Payment	CASH			114.03	-114.03	0.00U



## Current Water Rates December 1, 2019

Meter Size	Monthly Service Charge
5/8"	\$ 64.85
3/4"	\$ 93.56
1"	\$ 150.97
1-1/2"	\$ 294.48
2"	\$ 466.71
3"	\$ 925.97
4"	\$ 1,442.64
6"	\$ 2,877.84

### MONTHLY COMMODITY CHARGE

Tier 0-700 ft <sup>3</sup>	\$ 1.46 per 100 cubic feet
2 <sup>nd</sup> Tier 800-1400ft <sup>3</sup>	\$ 3.19 per hundred cubic feet
3 <sup>rd</sup> Tier Over 1,400 ft <sup>3</sup>	\$ 4.87 per hundred cubic feet
Contract Customer	\$ 3.65 per hundred cubic feet

March 2020



# Cabazon Water District

## Customer Complaint Form

NAME: PAUL OSHIDEKI CWD ACCT# \_\_\_\_\_

SERVICE ADDRESS: BROADWAY, Cabazon.

MAILING ADDRESS: \_\_\_\_\_

CITY: ALISO VIEJO, STATE: CA ZIP: 92656

PHONE: \_\_\_\_\_

E-mail: aolutility@yahoo.com

Please briefly describe your concerns.  
Include copies of all supporting documents.





*"Keeping You in Control"*

Quote 5099

**Byrd Industrial Electronics**  
36 N. Central Ave.  
Upland, CA 91786  
909 985 9191  
www.byrdelectronics.com

To: Cabazon

Attn: Calvin Louie

February 21, 2020

## Software Upgrade

### Overview

This quotation provides for the upgrade of the Wonderware InTouch Software and WIN-911 Alarm Notification for the HMI Work Station.

### Implementation

The following general scope-of-work will be required to accomplish the project objective:

- Backup HMI and WIN-911 Databases; Transfer data to new Workstation
- Configure Workstation Startup, Scripts and Remote Access
- Configure and add Auto HMI Backup; Automatically backs up HMI daily
- Configure and add Alarm Failure Detection; Notifies customer upon an Alarm System Failure
- Configure and add HMI Failure Detection; Detects the running status of the HMI and sends notification upon failure
- Configure and add MTU Failure Detection; Detects the running status and commission to the MTU and sends notification upon failure
- Provide, configure and license Wonderware InTouch 2017
- Install and configure upgraded WIN-911 Software
- Test and verify alarm notification
- Verify scripting
- Test and verify system startup and shutdown

### Assumptions and Comments

- Cabazon to provide PC
- We have been advised by our supplier that there will be a price increase for the software after March 31, 2020.

### Financial

The total price for accomplishing the general scope-of-work indicated above is \$10,123.16.

Freight  
Included

Delivery  
30 Days

Terms  
Net 30

Valid for  
30 Days



## 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](http://www.cabazonwater.org)

Bus. (951) 849-4442

Fax (951) 849 2519

**Elizabeth Lemus**

---

**Subject:** FW: Automated Phone Call feature for CUSI?

**From:** Lane Ricardo [mailto:lricardo@cusi.com]  
**Sent:** Tuesday, March 3, 2020 3:42 PM  
**To:** Elizabeth Lemus <ELemus@cabazonwater.org>  
**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

**From:** Elizabeth Lemus  
**Sent:** Tuesday, February 18, 2020 12:28 PM  
**To:** 'Lane Ricardo' <[lr Ricardo@cusl.com](mailto:lr Ricardo@cusl.com)>  
**Subject:** RE: Automated Phone Call feature for CUSI?

Hi Lane!

Thank you for getting back to me.

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]

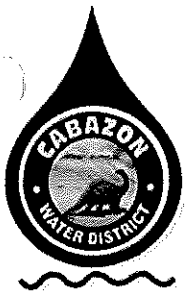
Hi Lane,

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  
(51) 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](mailto: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 time. Have a nice day!

Best,

**Lane Ricardo**

**Director of Western Sales**

direct 870.336.2239 | cell 501.940.1736  
email [lricardo@cusi.com](mailto:lricardo@cusi.com) | web [www.cusi.com](http://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](mailto:ELemus@cabazonwater.org)>  
**Sent:** Tuesday, December 17, 2019 1:15 PM  
**To:** Lane Ricardo <[lricardo@cusi.com](mailto:lricardo@cusi.com)>  
**Subject:** Automated Phone Call feature for CUSI?

Hi Lane,

I hope this email finds you well.

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



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.



CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo

P. O. Box 1515

Jonesboro, AR 72403

www.cusi.com

(870) 336-2239

Quote #: lr191219140927

## Sales Agreement

December 19, 2019



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  
Payment Solutions

\$1,000.00

\$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 \_\_\_\_\_





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Sales Representative: Lane Ricardo

P. O. Box 1515

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December 19, 2019



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(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
<b>Total</b>	<b>\$1,000.00</b>



### Comments

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



CONTINENTAL UTILITY SOLUTIONS, INC.

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P. O. Box 1515  
Jonesboro, AR 72403  
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## Sales Agreement

December 19, 2019



Cabazon County Water  
14618 Broadway Ave  
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92230

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

### Payment Solutions

IVR Solution	billed by provider		
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
<b>Total</b>	<b>\$375.00</b>



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



### 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](http://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.



## MEMORANDUM

DATE: February 12, 2020  
TO: The Cabazon Water District Board of Directors  
FROM: Ellie Lemus, AGM  
SUBJ: District Office A/C System Repair

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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](http://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.

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# 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:

Cabazón 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 Talleur

President

Title

Date

S C O P E O F S E R V I C E

## Additional Agreement Terms and Conditions

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 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

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**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](mailto: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