



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, March 16, 2021 – 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

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

Teleconference:

Dial-in #: 978-990-5321

Access Code: 117188

Email: info@cabazonwater.org

Meeting Date:

Tuesday, March 16, 2021 – 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 16, 2021
- b. Regular Board Meeting Minutes and Warrants of February 16, 2021

2. Warrants – None

3. Awards of Contracts – None

UPDATES

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

NEW BUSINESS

1. Discussion/Action: Tesla Powerpack Battery Proposal (by GM Louie & Legal)
[TAB 1] Board to review, make inquiries with legal, and consider to approve. Per Ryan Glanville, Associate Account Manager, Commercial Energy, this agreement must be in no later than the end of week of March 12, 2021 providing the District is desirous of having these Tesla back-up batteries install in 2021 at no cost to the community.
2. Discussion/Action: Fedak & Brown LLP Proposal for Audit services (by Board)
[TAB 2]
3. Discussion/Action: Donation Request to FreeConferenceCall.com for use of free services during the pandemic (by Director Lynk)
[TAB 3]

OLD BUSINESS

1. Discussion/Action: Chick-fil-A Development (by GM Louie)
[TAB 4]
 - Update on Cabazon Water District Team engaged in a conference call with Chick-fil-A's (CFA) engineers' Team on Wednesday, 03/10/2021.
 - Reimbursement of extending the main pipeline beyond CFA's frontage.
 - Board to agree on the percentage, tentative to the estimated cost, and consider whether a credit or reimbursement to CFA's in a manner for CFA to determine.

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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 – April 20, 2021, 5:00 pm
- b. Regular Board Meeting – Tuesday – April 20, 2021, 6:00 pm
- c. Personnel Committee – None
- d. San Geronio Pass Regional Water Alliance – Alliance Meeting – Wednesday – March 17, 2021

ADJOURNMENT

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FINANCE & AUDIT COMMITTEE MEETING

MINUTES

Meeting Location:
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14618 Broadway Street
Cabazon, California 92230

Teleconference:
Dial-in #: 978-990-5321
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Meeting Date:
Tuesday, February 16, 2021 – 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
Evelyn Aguilar, Admin. Assistant - Present

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

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

Main Reports:

0 Balance Sheet – depicts what the District owns and what the District owes.

- ▣ Profit & Loss – shows monthly revenue and expenses.
- ▣ Profit & Loss Budget Performance – shows how the District is performing against the budget, and the condition of the District fiscal year to date.

Balance Sheet:

The District's combined Cash with Chase and LAIF balance was \$1,301,903 at month end.
The District's total liabilities were approximately \$1,086,918 at month end.

Profit and Loss: - Year to date is 58% of the year

- 12. Standby Fees: This accounts for standby fees accessed to all parcels in the District. The minimum fee is \$5/acre and can be more depending on the location and nature of the parcel. The bulk of these receipts often occur around January and April and can occasionally cause YTD to trend over or under budget.
- 13. Total Operating Income: Outlines the total revenues earned from District operations.
- 23. Directors Fees: This account includes costs for director compensation. YTD is trending under budget at 41%.
- 32. Workers Compensation: The district makes worker's compensation installment payments in the first part of the fiscal year. By November, workers compensation will be paid in full through 5/1/21. YTD is at 78% due to timing of workers comp payments.
- 33. Employee Health Care: This account includes health insurance payments for District employees. YTD is trending slightly below target at 55%.
- 44. Well Maintenance: This account includes the costs for well maintenance as well as chemical purchases for wells. YTD can trend over/under budget due to timing of activity.
- 46. Engineering Services: This account includes the engineering costs for District activities. YTD trending above target at 126% due to an unexpected amount of new development and the tank recoating project.
- 59. Dues & Subscriptions: This account includes various annual dues and fees. YTD is trending below target due to timing of annual renewals.
- 63. Office Storage: This account includes the lease payments for equipment & supply storage to Riverside County. YTD is trending above target at 65% due to timing of bill payments.
- 69. Temporary Labor: This account includes costs for the NBS rate study, which is nearly complete.
- 77. Training/Travel: This account includes staff/board training expenses and any related travel costs. YTD is trending below target at 26%.
- 86. Service Trucks R&M: This account includes repair & maintenance costs for district vehicles.
- 90. Grant & Loan Processing Fee: This account includes the Loan fee from BNY. YTD is at 95% due to timing of payments.
- 94. Miscellaneous: This account includes other non-operating expenses. YTD is over budget because of Covid testing for employees performed in October and December.

As of January 31st, the fiscal year-to-date net loss is (\$70,845.65).

PUBLIC COMMENT

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ADJOURNMENT

Motion to adjourn at 17:22 Hr. made by Director Wargo and 2nd by Director Sanderson.

Director Wargo - Aye
Director Sanderson - Aye

Meeting adjourned at 17:22 Hr. on Tuesday, February 16, 2021

Robert Lynk, Board Chair
Board of Directors
Cabazon Water District

Evelyn Aguilar, Secretary
Board of Directors
Cabazon Water District

ADA Compliance Issues

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**REGULAR BOARD MEETING
MINUTES**

Meeting Location:
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Cabazon, CA 92230

Teleconference:
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Email: info@cabazonwater.org

Meeting Date:
Tuesday, February 16, 2021 – 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 - Absent
Director Robert Lynk - Present

Calvin Louie, General Manager - Present
Elizabeth Lemus, Board Secretary – Present
Evelyn Aguilar, Board Secretary (Trainee) - Present
Cindy Byerrum, Financial Consultant - Absent
Steve Anderson, Best Best & Krieger Law Firm - Absent

Note: This meeting was recorded by the District -

CONSENT CALENDAR

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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 January 19, 2021
- b. Regular Board Meeting Minutes and Warrants of January 19, 2021

Motion to approve following consent calendar item(s) (a.) Finance and Audit Committee Meeting Minutes/Warrants of January 19, 2021, and (b.) Regular Board Meeting Minutes/ Warrants of January 19, 2021, made by Director Wargo and 2nd by Director Morris.

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 Geronio Pass Regional Water Alliance Update
(by Director Israel / Director Morris)**

Nothing to report.

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

- No recent Edison PSPS events, but scheduled power outage for 2/20/21 (Saturday). District staff will monitor wells.
- COVID: No changes/new updates.
- GM would like to include an agenda item regarding resuming interest and penalty charges in the near future.
- Chick-fil-A project on Seminole: GM to review developers comments before sending to engineering for review. District would like to loop the main water line from Apache to Seminole during this project.
- GoogleMeets platform: GM will address during the next board meeting regarding cost, limitations, etc.
- Well #4: pump motor was showing signs of wear and tear; Legend Pump repaired.
- Well #5: waste water valve was leaking water; needed a new gasket. Cla-val repaired.
- Well #1: Legend still working on rehab, but ahead of schedule. Completion date anticipated to be April 10, 2021.
- Tank #1: Almost complete with recoating project; Simpson Sandblasting is merely waiting on Legend Pump to complete well project so that they can pump water into the tank to perform a final flush/cleaning before declaring the tank rehab complete.

- Tank #2, #3, #4: The District's GM is waiting on a revised quote regarding diving inspections, etc. for each tank. May have tanks inspected during future fiscal years.
- Ruptured service lateral on Bonita – crew repaired.
- The GM showed an informative DigAlert video, which explained what DigAlert was and why it should be utilized.

NEW BUSINESS

1. Discussion: **Mr. Lance Eckhart, General Manager, San Gorgonio Pass Water Agency – Introduction, Brief Mission Statement by Mr. Eckhart, and Q&A (by GM Louie)**

Mr. Eckhart's introduction was very detailed and informative, but in summary he explained that there are many State water projects, grant funding opportunities, and a high demand for water. He would like to see water infrastructure (which our region has been paying for via taxes for years) actually make it to us one day.

The Board explained that Cabazon has long-been neglected, and quite frankly that the San Gorgonio Pass Agency in the past has done nothing to bolster Cabazon's confidence in them. Mr. Eckhart understood this, and a very open and honest dialogue was held between Mr. Eckhart and the Cabazon Board regarding the needs of the community.

2. Discussion/Action: **Affordable Housing, Ownership and Construction Proposal (by developer Victor Diaz)**

Mr. Diaz and his team explained that they would like to develop two lots on Bonita just past the "Red House". The District's water line does not extend to his properties, but he would like to work with the Cabazon Water District in order to get these development projects started.

Mr. Diaz and his team explained the great benefits of his housing projects, and what it could mean for the District's growth.

The Board Chair asked Mr. Diaz if he could put together a proposal of what they wanted to request from the District specifically, so that the District could provide an answer. Mr. Diaz was to contact the District's GM in the near future.

No Motion Made; Mr. Diaz will contact the General Manager Calvin Louie in regards to the next steps to take.

A quick break was taken from 19:25 hr. until 19:35 hr., when the meeting resumed.

3. Discussion/Action: **Transfer from District's LAIF Acct. to District's General Acct. (to pay for Simpson Sandblasting Tank #1 recoating project) (by AGM Lemus)**

The AGM requested that \$100,000 be transferred from the LAIF Acct. to the General Acct. in order to afford a cushion to pay anticipated Well #1 and Tank #1 rehab invoices from Simpson Sandblasting and Legend Pump. It was her hope that we would soon be transferring money back to the LAIF account, but wanted to be prepared.

Motion to authorize a \$100,000 transfer from the District's LAIF account to the District's General Acct. made by Director Wargo and 2nd by Director Morris.

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

OLD BUSINESS

1. Discussion/Action: NBS Water Rate Study Review and Discussion (by Board)

Ms. Jordan Taylor from NBS explained that a study was performed in 2017 regarding the water rates, and that at the time a 70% fixed, 30% variable charge rate structure was chosen to get the District's financials to where they needed to be. Now the Board is considering a 40% fixed, 60% variable rate structure, which will lower the monthly water bills for conservative users tremendously. She further explained that in the State of CA, ideally, a water rate study is performed every 5 years, and that by law the District cannot charge a customer more than what it costs to serve them water. Performing this rate study ensures that the District is charging a fair amount to customer, and is not overcharging. Prop 218 requirements were met, and notices were sent out to all customers at least 45 days in advance. If the Board approves the new rate structure (40%F/60%V), the new rates will take effect March 1, 2021.

While there were public present during the meeting, no objections to the 40/60 proposed rate structure were voiced.

Motion to approve the new water rate structure of 40% fixed charges, 60% variable charges, as presented in the most recent NBS study made by Director Wargo and 2nd by Director Morris.

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

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GENERAL MANAGER/BOARD COMMENTS

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

2. Management Comments

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The General Manager thanked the AGM for her years of service to the District (she was retiring), and welcomed Ms. Aguilar to the District as the replacement Business Administrative Assistant I/Board Secretary.

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 16, 2021, 5:00 pm
- b. Regular Board Meeting – Tuesday – March 16, 2021, 6:00 pm
- c. Personnel Committee – None
- d. San Geronio Pass Regional Water Alliance – Alliance Meeting – Wednesday – February 17, 2021

ADJOURNMENT

Motion to adjourn at 20:00 hr. made by Director Sanderson and 2nd by Director Morris.

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

Meeting adjourned at 20:00 hr. on Tuesday, February 16, 2021

Robert Lynk, Board Chair
Board of Directors
Cabazon Water District

Evelyn Aguilar, Secretary
Board of Directors
Cabazon Water District

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Cabazon Water District
Balance Sheet
February 28, 2021

		Feb 28, 21
1	ASSETS	
2	Current Assets	
3	Checking/Savings	
4	General Bank Account-Chase	\$ 65,718
5	Payroll Bank Account-Chase	34,864
6	Trust Account-Chase (Cust. Deposits)	8,382
7	Local Petty Cash	100
8	Total Checking/Savings	109,065
9	Accounts Receivable	215,452
10	LAIF	924,977
11	Bank of NY Trustee Accounts	69,046
12	Prepaid Expenses	9,993
13	Inventory	94,015
14	Total Current Assets	1,429,031
15	Fixed Assets	
16	Total Fixed Assets	13,130,969
17	Accumulated Depreciation	(5,993,048)
18	Net Fixed Assets	7,137,921
19	TOTAL ASSETS	\$ 8,566,952
20	LIABILITIES & EQUITY	
21	Liabilities	
22	Current Liabilities	
23	Accounts Payable	\$ 66,661
24	Other Current Liabilities	
25	Misc. Short Term Liability	10,000
26	Customer Deposits - Co 1	6,550
27	Customer Deposits - Co 2	5,586
28	Total Customer Deposits	12,136
29	Accrued Vacation Pay	9,437
30	DWR-HS Payable - Current	40,763
31	Current Portion Zion's Bank Loan	82,872
32	Accrued Payroll	11,311
33	Accrued Payroll Taxes	838
34	Accrued Interest	3,647
35	Accrued Expenses	3,000
36	Total Current Liabilities	240,742
37	Long Term Liabilities	
38	DWR-H Loan Payable (2026)	238,187
39	Zion's Bank Long Term (2023)	172,026
40	RCEDA Loan Payable	300,000
41	Total Long Term Liabilities	710,213
42	Total Liabilities	950,955
43	Total Equity	7,615,997
44	TOTAL LIABILITIES & EQUITY	\$ 8,566,952

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

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Cabazon Water District
Profit & Loss
 July 1, 2020 - February 28, 2021

	Feb-21	Current YTD	FY 20/21 Budget	YTD (67%)
1 REVENUES				
2 OPERATING INCOME				
3 Base Rate - Water Bills	\$ 81,115	\$ 620,248	\$ 939,800	66%
4 Commodity Sales	21,866	285,492	329,700	87%
5 DHPO Contract	9,946	117,228	168,000	70%
6 Fire Sales - Water Bills	473	3,712	5,900	63%
7 Fire Flow Income	-	1,710	-	0%
8 Penalty Fees - Water Bills	2,463	6,864	31,000	22%
9 New Account Fees - Water Bills	205	1,590	1,600	99%
10 Returned Check Fees	30	150	500	30%
11 Basic Facilities Fee	-	40,152	-	0%
12 Stand By Fees - Tax Revenue	-	77,367	113,600	68%
13 TOTAL OPERATING INCOME	116,099	1,154,512	1,590,100	73%
14 NON-OPERATING INCOME				
15 Property Taxes	58	38,623	60,900	63%
16 Cell Tower Lease Income	2,129	17,032	25,600	67%
17 Miscellaneous Non-Operating Income	1,825	1,825	7,300	25%
18 Interest Income	-	2,855	19,600	15%
19 TOTAL NON-OPERATING INCOME	4,012	60,335	113,400	53%
20 TOTAL REVENUES	120,111	1,214,847	1,703,500	71%
21 EXPENSES				
22 PAYROLL & BENEFITS				
23 Directors Fees	800	7,000	15,000	47%
24 Management & Customer Service				
25 Customer Accounts	3,858	36,043	54,800	66%
26 Business Admin Manager	11,423	55,557	77,700	72%
27 Office Assistant	931	6,224	7,800	80%
28 General Manager	6,862	58,329	89,200	65%
29 Total Management & Customer Service	23,074	157,331	229,500	69%
30 Field Workers	8,698	81,988	123,000	67%
31 Employee Benefits Expense				
32 Workers Compensation	103	4,945	6,200	80%
33 Employee Health Care	6,419	58,965	94,800	62%
34 Pension	4,974	44,225	77,400	57%
35 Total Employee Benefits Expense	11,496	108,135	178,400	61%
36 Payroll Taxes	2,785	20,552	33,200	62%
37 TOTAL PAYROLL & BENEFITS	46,854	375,005	579,100	65%

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Cabazon Water District
Profit & Loss
July 1, 2020 - February 28, 2021

	Feb-21	Current YTD	FY 20/21 Budget	YTD (67%)
38 OPERATIONAL EXPENSES				
39 Facilities, Wells, T&D				
40 Lab Fees	170	3,114	8,900	35%
41 Meters	-	1,080	4,800	23%
42 Utilities - Wells	7,408	62,774	96,600	65%
43 Line R&M Materials	7,191	34,687	72,500	48%
44 Well Maintenance	465	4,436	37,800	12%
45 Security	1,179	17,936	24,800	72%
46 Engineering Services	39,718	110,837	56,300	197%
47 Facilities, Wells, T&D - Other	1,676	7,525	12,200	62%
48 Total Facilities, Wells, T&D	57,806	242,389	313,900	77%
49 Utilities - Office				
50 Electricity	893	9,144	15,800	58%
51 Gas	151	490	1,100	45%
52 Telephone	877	6,777	10,200	66%
53 Trash Pickup & Office Cleaning	374	3,392	4,600	74%
54 Total Utilities - Office	2,295	19,803	31,700	62%
55 Office Expenses				
56 Water Billing System	177	1,418	2,100	68%
57 Supplies & Equipment	806	3,533	10,100	35%
58 Copier Lease & Printing Supplies	512	2,948	5,000	59%
59 Dues & Subscriptions	-	112	1,300	9%
60 Postage	1,385	6,429	8,100	79%
61 Printing & Publications	-	292	6,300	5%
62 Computer Services	2,684	27,549	36,800	75%
63 Office Storage	-	4,000	6,200	65%
64 Air Conditioning Servicing	418	3,344	5,100	66%
65 CA Water Systems Alliance	500	958	2,500	38%
66 Office Expenses - Other	-	136	2,100	6%
67 Total Office Expenses	6,692	50,929	85,600	59%
68 Support Services				
69 Temporary Labor	625	14,748	12,600	117%
70 Financial Audit	-	9,822	23,000	43%
71 Accounting	3,045	24,045	35,000	69%
72 Legal Services	4,509	30,541	71,000	43%
73 Bank/Payroll Service	372	3,576	5,200	69%
74 Website Support	-	150	900	17%
75 General Liability Insurance	2,075	16,598	26,100	64%
76 Total Support Services	10,626	99,479	173,800	57%

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Cabazon Water District
Profit & Loss
July 1, 2020 - February 28, 2021

				FY 20/21	
		Feb-21	Current YTD	Budget	YTD (67%)
77	Training/Travel	600	1,749	4,500	39%
78	Other Fees/SWRCB	-	6,866	8,900	77%
79	Service Tools & Equipment				
80	Shop Supplies and Small Tools	1,893	7,833	9,300	84%
81	Vehicle Fuel	1,625	7,554	16,300	46%
82	Employee Uniforms	-	-	1,800	0%
83	Safety	-	1,290	500	258%
84	Tractor Expenses	-	-	3,700	0%
85	Equipment Rental	3,116	4,566	2,000	228%
86	Service Trucks - R&M	186	4,389	14,500	30%
87	Water Ops Phone & Internet	294	2,055	4,800	43%
88	Total Service Tools & Equipment	7,114	27,687	52,900	52%
89	NON-OPERATING EXPENSES				
90	Grant & Loan Processing Fee	-	1,325	1,400	95%
91	DWR Interest Expense	-	4,121	7,900	52%
92	DHPO Interest Expense	-	3,167	5,800	55%
93	Bad Debt Expense	-	-	1,200	0%
94	Miscellaneous	188	2,114	1,100	192%
95	TOTAL NON-OPERATING EXPENSES	188	10,728	17,400	62%
96	TOTAL EXPENSES	132,174	834,636	1,267,800	66%
97	TOTAL INCOME BEFORE CAPITAL & GSA	(12,063)	380,211	435,700	87%
98	DHPO Capacity Credit	(1,750)	(14,000)	(21,000)	67%
99	CAPITAL PROJECTS				
100	Main Street Improvements (Icehouse Imp.)	-	(4,834)	(20,000)	24%
101	Meter Replacements & Other Capital	-	(20,399)	(35,000)	58%
102	Well & Tank Repairs	(41,987)	(397,451)	(465,000)	85%
103	TOTAL CAPITAL PROJECTS	(41,987)	(422,685)	(520,000)	81%
104	DEBT - PRINCIPAL				
105	Debt Service Principal - DWR	-	(20,224)	(40,800)	50%
106	Debt Service Principal - DHPO (Zion)	-	(41,436)	(82,900)	50%
107	TOTAL DEBT - PRINCIPAL	-	(61,660)	(123,700)	50%
108	SGMA / GSA	-	(6,699)	(35,000)	19%
109	NET INCOME / (LOSS)	\$ (55,800)	\$ (124,832)	\$ (264,000)	47%

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

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Manager's Report

UPDATES

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

a. **Edison – Public Safety Power Shut-off**

- **The County of Riverside, Emergency Management Department (EMD)**, in coordination with **Southern California Edison (SCE)** has not issued any *Flash Reports* for a **Public Safety Power Shutdown (PSPS)** predicting the potential to *de-energize* selected Cabazon circuits.

b. **Corona Virus** – The District will continue to execute the following actions in regards to COVID-19.

- **03/09/2021 – EOC (Emergency Operations Center)** in coordination with Riverside County Public Health and the District's Management has the following updated COVID-19 information.
- Management continues to take the following preventive and protective measures:

We encourage Board and this Community's Water Team members to reassure any concerned residents and water customers that may have concerns regarding the safety of tap water. The transmission of COVID-19 through tap water is 99.9% untrue. The measured dose of sodium hypochlorite (chlorine) kills most bacteria and viruses.

- ✓ The lobby continues to be **closed** to the public until further direction from the State and County Health officials.
- ✓ Management will continue to protect the health of District employees.
- ✓ Face masks are **required**.
- ✓ A barrier is at the transaction window.
- ✓ Customer Accounts Department will handle checks, money orders, and cash wearing nitrile gloves provided by the District.
- ✓ The current confirmed **COVID-19** cases in the Community of Cabazon is **306, Deaths – 5, and Recovered – 295** as of **03/09/2021** on the **Riverside County Public Health** website: <https://www.rivcoph.org/coronavirus>

- ✓ This Community's water district will continue to work with water customers that are experiencing hardships in paying their water bills. *There will be an item on a future agenda on resuming penalties & interests.*
- ✓ Management has updated what other local water districts and companies actions in response to COVID-19 as of 03/09/2021:
 - **City of Banning** - Coronavirus is an evolving public health issue and we want you to know that your health, safety and well-being are of the utmost concern to the City of Banning. Citing public health recommendations during the novel coronavirus/COVID-19 outbreak, City of Banning Utility Billing and Customer Service is urging anyone doing business with the City to do so by telephone, email or online as the City implements social distancing practices to reduce the risk of spread of the virus.; however, face coverings and social distancing are required to enter the building.
 - **Coachella Valley Water District** – Offices are closed to the public.
 - **Mission Springs Water District** – Offices are closed to the public.
 - **South Mesa Water Company** – Hours or services may vary to the public.
 - **Beaumont Cherry Valley Water District** – Offices are closed to the public.
 - **High Valley Water District** – Hours or services may vary to the public.

c. Director Wargo during a previous Board meeting suggested Google Meet

Due to unforeseen staff and operational changes, the GM and the new Business Administrative Assistant have not yet addressed this issue because of the realignment caused by these occurrences. The GM intends on addressing this prior to the next Board meeting.

The new Business Administrative Assistant (BAA) will not be full-time until 03/22/2021, coupled with other contributing factors, the GM and BAA have not been able to arrange for a private meeting with Accent IT Solutions for a hands-on lesson with virtual meeting and screen sharing techniques.

d. Progress report on Production Well 1

- Legend has received the pump motor. It was discovered that an unknown person had dropped a wrench down the well shaft. Legend is in the process of fishing out this tool.
- Completion date is earmarked for 04/10/2021. This project is running ahead of schedule.

e. Progress report on Tank 1

- This vendor has completed its project and is waiting for Legend to activate the production well #1.

f. Tank #2 exterior roof recoating quote & Tank #4 exterior recoating quote by Simpson Sandblasting and the Tank Diving Inspection for Tank 2, Tank 3, and Tank 4; by Dive/Corr, Inc. & LiquiVision Technology Diving Services

- Dive/Corr, Inc. and LiquiVision Technology Diving Services quotes will be discussed with the District's accounting firm to ascertain if this necessarily service can be fit in the next fiscal year budget.
 - The result of these discussions will be brought to the Board for Director's comments, questions, and a vote.
- g. On 03/09/2021, the District's field crew repaired what appeared to be an unsuccessful attempt to steal a fire hydrant.**



- h. 03/10/2021 – California Penal Code 498 – Theft of Utility was discovered by Morgan, a Water Tech. II for this Community's water system. The Riverside Sheriff's Department was notified. Handling Deputy Herweck was the responding unit who generated a crime report (B210690010).



- i. **02/25/2021, at 0945 hr., Mr. Manual Delgado, Sanitary Engineer** from the State Resource Water Control Board, Drinking Water Division conducted biennial sanitary inspection of this Community's water production, storage, and distribution system.

This Community's water system was verbally told it passed with only a couple of recommendations. Due to security concerns, any Directors may inquire directly with the General Manager as to the suggestions made.

NEW BUSINESS

1. Discussion/Action: [TAB 1] Tesla Powerpack Battery Proposal (by GM Louie & Legal)
Board to review, make inquiries with legal, and consider to approve. Per Ryan Glanville, Associate Account Manager, Commercial Energy, this agreement must be in no later than the end of week of March 12, 2021 providing the District is desirous of having these Tesla back-up batteries install in 2021 at no cost to the community.
2. Discussion/Action: [TAB 2] Fedak & Brown LLP Proposal for Audit services (by Board)
Board to review and approve.
3. Discussion/Action: [TAB 3] Donation Request to FreeConferenceCall.com for use of free services during the pandemic (by Director Lynk)
Board to review and approve.

OLD BUSINESS

1. Discussion/Action: [TAB 4] Chick-fil-A Development (by GM Louie)
 - Update on Cabazon Water District Team engaged in a conference call with Chick-fil-A's (CFA) engineers' Team on Wednesday, 03/10/2021.
 - Reimbursement of extending the main pipeline beyond CFA's frontage.
 - Board to agree on the percentage, tentative to the estimated cost, and consider whether a credit or reimbursement to CFA's in a manner for CFA to determine.

Management recommends a 100% reimbursement to CFA for all cost beyond CFA's frontage. This would benefit the existing water customers residing north of the proposed development. At this time, the Board is only committing to 100% reimbursement to CFA tentative to the projected cost. The Board will also decide to allow CFA to determine whether the reimbursement will be credit or payment. This part of the understanding between the District and CFA only affects accounting and there is not an increase or reduction in the amount to be reimbursed.

It was advised during the call conference, CFA would be more acceptable to the idea if there was a commitment from the District to reimbursement 100% of the cost beyond the frontage of CFA. The District benefits its water customers by improving the Community's infrastructure with larger diameter water pipelines.

New Business

1. Discussion/Action Item:

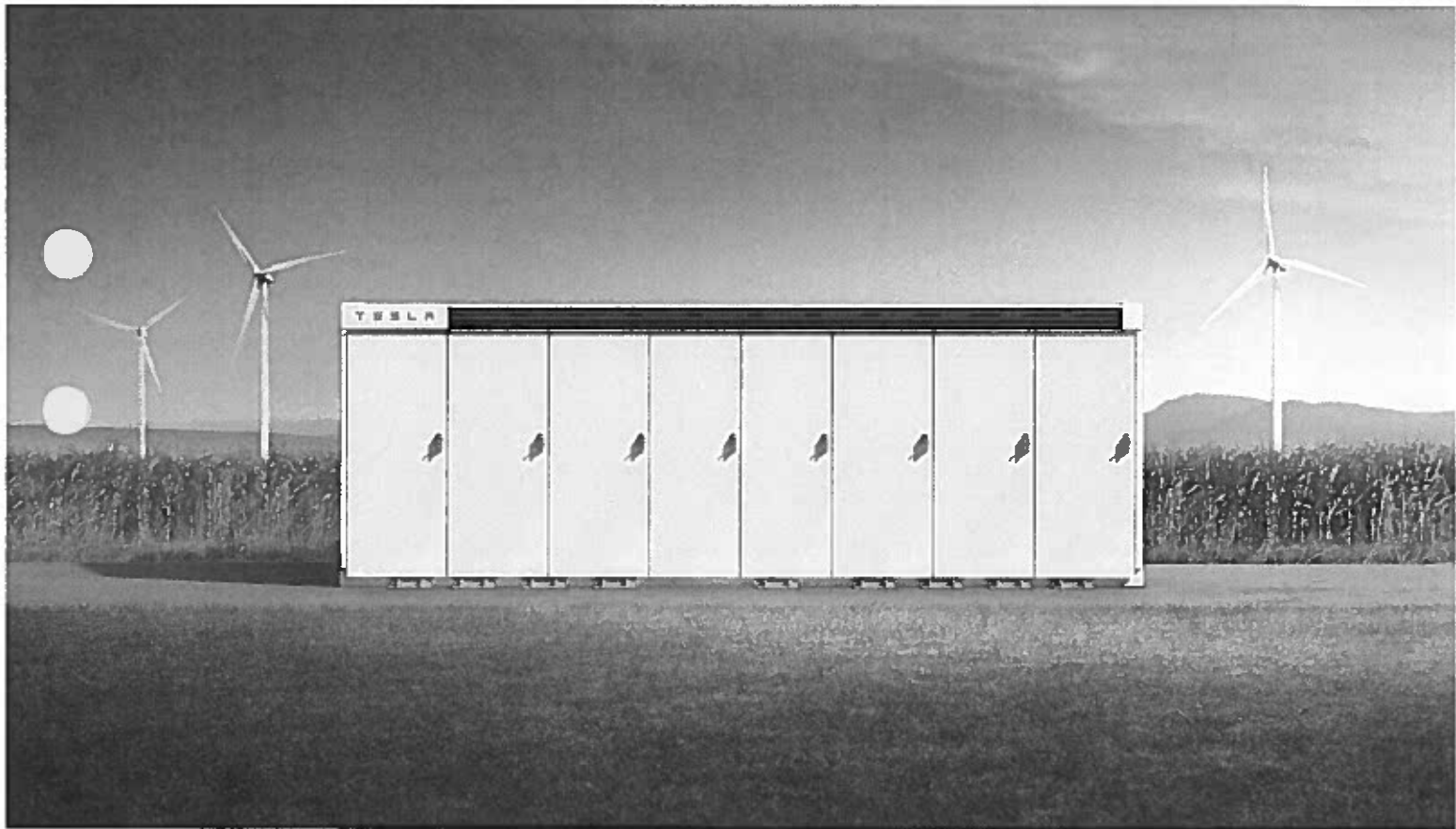
[TAB 1]

**Tesla Powerpack Battery Proposal
(by GM Louie & Legal)**



TESLA COMMERCIAL ENERGY

We take a long-term approach to ensure your energy storage system provides maximum performance, simplified integration and all-weather capabilities. You have peace of mind knowing that Tesla has successfully deployed 2.5 million kilowatts of solar and 5 million kilowatt hours of energy storage around the world.



Cabazon Water District - Well #2
13984 Apache Trail, Cabazon, CA 92230



TESLA

Your Tesla contact Ryan Glanville
rglanville@tesla.com | (862) 222-2631

ENERGY STORAGE SYSTEM RATINGS



TESLA

Battery Output Rating	210 kW
Battery Size	1,160 kWh
Battery Value	\$749,453
Total Project Cost	\$0
Fully Charged Duration	36 hours



EMERGENCY BACKUP

Powers a facility when the grid goes down



PEAK SHAVING

Discharge at times of peak demand to reduce expensive demand charges

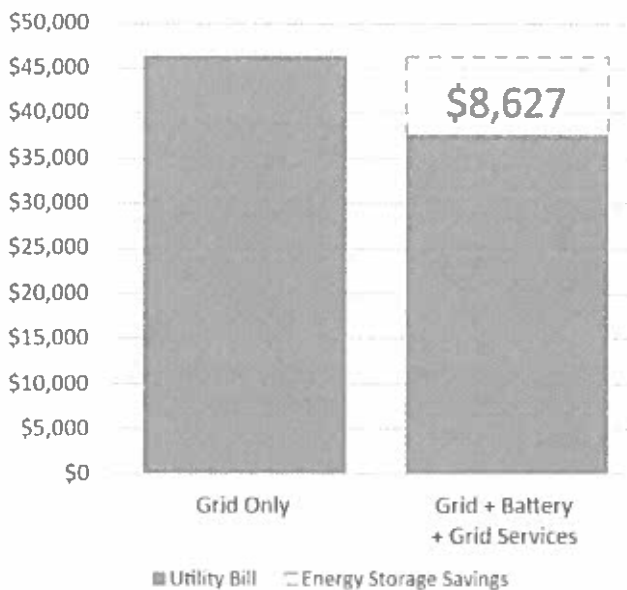
TESLA

Your Tesla contact: Ryan Glanville
rglanville@tesla.com | (862) 222-2631

PROPOSED SAVINGS PROJECTIONS

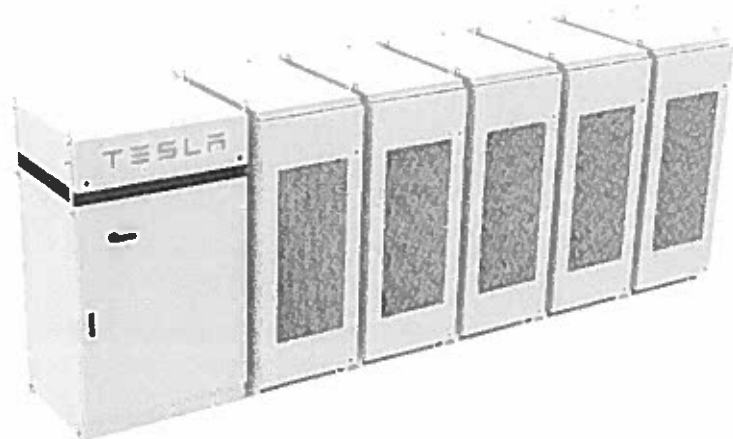
Battery Energy Storage System Savings

Estimated Annual Electricity Savings



Estimated Long Term Electricity Savings

10 Year Value	\$92,290
20 Year Value	\$199,292



Additional Information

- Due to global battery supply constraints, this project will be placed on Tesla's battery product (Powerpack, Megapack, etc.) waitlist after agreement signature until if/when a suitable battery product becomes available for this project. The sooner the signature, the better chance Cabazon Water District has of securing allocation.
- Site/project specifics will need to be confirmed as part of the Site Survey & Permitting Process
- We recommend that you switch to SCE tariff TOU-PA-3-E to increase your savings with storage
- Estimated savings includes revenue generated through enrollment in Tesla Grid Services Program

T E S L A

Your Tesla contact: Ryan Glanville
 rglanville@tesla.com | (862) 222-2631

POTENTIAL ENERGY STORAGE SYSTEM LOCATIONS



Tesla California Grid Services Summary

By enrolling your battery in the Tesla grid services fleet, you can support the California grid, accelerating the transition to sustainable energy, while providing an annual revenue stream to your facility. Tesla will handle everything, including program enrollment, battery dispatch, and payments for the services.

At present your battery will be utilized in the two below services, though this may change over time as new programs for customer-sited batteries become available.

Demand Response Auction Mechanism (DRAM) – In the Tesla DRAM fleet (including approximately 50 other systems) your battery will help support the California grid during times of highest demand by discharging to reduce your facility's load and the load of the entire California grid. This program reduces electricity costs and keeps the lights on for all Californians.

We expect our DRAM fleet to be dispatched approximately 30 times per year, with an average call duration of one hour.

Spinning Reserves – Your battery will join the Tesla Spinning Reserves fleet which acts as "back ups" in case other power plants trip offline and cease generating. In this use case, if a large power plant trips offline your system will quickly increase its rate of discharge, making up for the lost production of the offline plant. This helps keep the California electric grid stable.

We expect our Spinning Reserves fleet to be dispatched approximately 5 times per year, with an average call duration of 30 minutes.

FAQ

What is the value of being enrolled in the Tesla grid services fleet in California?

We anticipate batteries generating annual payments of approximately \$1-2/kWh of system capacity based on the services they are able to provide.

How often will my battery be used for grid services?

Currently we anticipate it being called approximately 35 times per year, for between 30 minutes and two hours. This may vary over time as market rules evolve.

Will participation impact my utility bill savings or back up potential?

We expect limited impacts, given the general 4-6 hour duration of systems in our Equity Resiliency program and the relatively short dispatch of the systems for grid services (30 minutes – two hours) along with Tesla's ability to co-optimize grid services with utility bill savings. Participation in the Tesla grid services fleet is guaranteed to be economically advantageous for your facility in our contract.



**Tesla Energy Products Purchase Agreement
California Self-Generation Incentive Program (SGIP)**

This "Agreement" is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail).

As described in Section 2 below, as a condition of the pricing in this Agreement, Buyer must also sign a ten (10) year "Services Agreement," contemporaneously with this Agreement.

Price Sheet

Buyer information

Buyer Name: Cabazon Water District
 Buyer Business Address: 14618 Broadway Street, Cabazon, CA 92230
 Signatory Name:
 Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304
 888-765-2489
 CA CSLB 949283

Energy Products and Contract Price

Energy Storage System	210 kW / 1160 kWh Powerpack or Megapack System	
Product Value:		\$749,453
SGIP Eligible Costs		\$1,087,484
SGIP Incentive		\$1,000,000
Contract Price (after SGIP Incentive and discounts):		\$0
Job No.:		JB-9229745-00
Installation Location:	13984 Apache Trail, Cabazon, CA 92230	


Approximate Completion Date

60-180 days from the date of this Agreement

Signed by

Buyer:
 Your signature:

 Title:
 Date:

Tesla, Inc.:
 By: 

 Title: Sr. Director, Energy Sales
 Date:
 March 4, 2021



Energy Products Purchase Agreement Terms & Conditions

1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance or signature), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. Tesla may terminate this Agreement if any of the representations in this Section 1 are incorrect.

2. **Purchase; SGIP Program.**

(a) Buyer agrees to purchase the "Products" indicated in the Price Sheet. Tesla agrees to sell Buyer the Products and install them at the address you provided in the Price Sheet (the "Site"). Notwithstanding the above, prior to installing the Products, Tesla may review Buyer's credit, and Tesla shall have the right to terminate this Agreement in its sole discretion based upon the outcome of such credit review.

(b) The Products will be financed by the California Self-Generation Incentive Program ("SGIP"), which provides an incentive payment to be paid over five (5) years, subject to certain conditions (the "SGIP Incentive"). The SGIP Incentive when assigned to Tesla as the SGIP payee permits Tesla to offer the Products at a reduced cost, or no cost to Buyer. Buyer hereby assigns the SGIP Incentive to Tesla, and releases any claim to the SGIP Incentive. Buyer agrees to cooperate with Tesla's efforts to obtain the SGIP Incentive, including signing necessary documents.

(c) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at <https://www.selfgenca.com/home/contact/>. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(d) In order to enable the SGIP Incentive, Buyer is required to sign the "Services Agreement" contemporaneously with this Agreement. As more fully detailed therein, the Services Agreement provides for Tesla to maintain the Products for ten (10) years, and also provides that Tesla will remotely operate the Products in a manner necessary to obtain the SGIP Incentive.

3. **Contract Price.** The Price Sheet shows the price of the Products and their installation after the SGIP Incentive ("Contract Price"), and the value of the Products ("Product Value"). The Contract Price is charged in accordance with the Schedule of Payments on the Price Sheet, and payment is due thirty (30) days after the date of each invoice. Subject to Section 4, the Contract Price is inclusive of all taxes and permitting fees. The Contract Price does not include, and Tesla is not obligated to provide, any ongoing services in connection with the Products (including maintenance services), except as required in connection with Tesla's limited warranties in Section 12, and as separately agreed under the Services Agreement.

4. **Changes to Price Sheet.**

(a) Tesla's obligation to install the Products is conditioned on such work falling with Tesla's "Standard Scope", which assumes standard wage rates, no unforeseen site conditions, no significant upgrades to existing electrical works, interconnection fees not to exceed \$1,000, and customary government costs, taxes and fees. Further information about what constitutes Tesla's Standard Scope is available upon request.

(b) Tesla has the right to update the Price Sheet if, upon further diligence regarding the Site, Tesla determines that there are conditions outside of the Standard Scope. If Buyer does not reject the updated Price Sheet within thirty (30) days and cancel this Agreement, the changes will be deemed accepted.

(c) In addition, Tesla may in its sole discretion determine that because of issues beyond the Standard Scope, or because of the unavailability of the SGIP Incentive, Tesla will not install the Products. In such case, Tesla may terminate this Agreement by notice to Buyer, and if applicable shall refund the Order Payment.

5. **Installation; Service.** Tesla will contact Buyer to perform an energy efficiency audit of the Site as required by the SGIP program, and subsequently, to schedule installation of the Products. Installation will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Tesla will commission the System in accordance with its standard practices. Buyer authorizes Tesla, or its affiliate or subcontractor, to submit on Buyer's behalf any permit or interconnection application that is required in connection with the Products. Buyer also agrees to give Tesla, or its affiliate or subcontractor, access to



the Site as scheduled so Tesla can install and service the Products. Buyer is responsible for all existing property conditions at the Site, whether known or unknown.

6. **Payment.** By entering into this Agreement, Buyer agrees to pay the Contract Price as described in the Price Sheet. Tesla may provide combined or separate invoices for each of the Products. Risk of loss shall transfer with respect to each component of the Products, upon its delivery to the Site. Title to the Products will transfer to Buyer after Tesla (i) completes installation and (ii) receives payment in full of the Contract Price (if any).

7. **Order Payment.** The Order Payment (if any) that Buyer previously paid for the Products is now non-refundable, except in the circumstances described in Section 4(c). When this Agreement becomes effective, Tesla incurs significant costs preparing to install the Products. The Order Payment is a reasonable estimate of the damages Tesla would incur if Buyer cancels its order before the Products are installed.

8. **Privacy.** The Tesla Customer Privacy Policy is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 1-888-765-2489.

9. **Intellectual Property.** Tesla owns all intellectual property rights associated with the Products. Tesla grants Buyer a non-exclusive license to use any software embedded into the Products, only in connection with the operation of the Products.

10. **Remote Monitoring and Firmware Upgrades.**

(a) Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. This monitoring requires a high speed internet line, which Buyer must provide at Buyer's cost. If Buyer does not maintain this internet connection, Tesla cannot monitor the Products. Tesla is not responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "Buyer Data" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if neither Buyer nor the owner or long-term occupant of the site where the Products are located (the "Site Host") could reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("Tesla Data"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

(d) Notwithstanding anything herein to the contrary, Tesla may disclose either Buyer Data or Tesla Data as requested or required by an applicable administrator of the SGIP program ("SGIP Administrator"), and Tesla shall not be responsible for the SGIP Administrator's use or disclosure of such data.

11. **Maintenance & Operation.** Tesla will provide Buyer with an initial copy of an applicable storage system operation and maintenance guide (as updated by Tesla from time to time, the "Manuals"). The Manuals provide Buyer with operation and maintenance instructions, answers to frequently asked questions, and service information. Buyer must cause the Products to be maintained in accordance with the Manuals (including by contracting with Tesla for maintenance services). In addition, Buyer must comply with the Manuals, to the extent the Manuals apply to Buyer's activities at the Site.

12. **Limited Warranties.** The Products and installation work are covered by the following limited warranties. **THESE ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND INSTALLATION WORK.** Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described below.

Storage System	The Storage System is covered by the Tesla Limited Warranty applicable to the product and model purchased. By approving this Agreement, Buyer accepts the terms of the Tesla Limited Warranty for the applicable product, which can be obtained on our website or will be provided upon request.
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	In order to maintain the Tesla Limited Warranty, maintenance on the Storage System must be performed by Tesla, a Tesla affiliate or subcontractor, or a Tesla-certified maintenance provider.
Workmanship	Tesla warrants that (a) Tesla's installation workmanship will be free from defects for 10 years from the date the Products are installed (or, in the case of main panel or structural upgrades, 1 year from the date those upgrades were performed); (b) Tesla's installation workmanship will not invalidate the applicable Tesla Limited Warranty; and (c) Tesla will not damage the Site during our installation of the Products. If Tesla breaches this workmanship warranty, Tesla will repair the defective work or damage at Tesla's cost. If Tesla cannot do this itself, Tesla will pay for someone else to do it. Such repair work shall not extend the original warranty period, but the remainder of the original warranty period shall apply to the repair work.

13. **Warranty Exclusions.** The "Workmanship" warranty above does not cover any defect caused by (1) events beyond Tesla's reasonable control, including but not limited to lightning, flood, earthquake, fire, excessive wind and other extreme weather events, accidents, abuse, misuse or negligence; (2) Buyer's failure to operate or maintain the Products in accordance with the applicable owner's manual(s); (3) strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth; (4) water entering around a fitting, accessory or other material not installed by Tesla; (5) any material or equipment connected to the Products that was not installed by Tesla; or (6) someone other than Tesla installing, altering, removing, re-installing or repairing any part of the Products unless that person does so in compliance with the applicable owner's manual(s). The "Workmanship" warranty also does not cover (i) any defects in the equipment or components incorporated into Tesla's work (such as breakers, electrical panels, soft-start devices for HVAC equipment, etc.); (ii) pre-existing conditions at the Site, including but not limited to unpermitted conditions, improper electrical wiring, cracked or crumbling masonry; (iii) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of the Products; or (iv) theft or vandalism. The warranty for the "Storage System" above is not subject to the above exclusions, but is subject to other exclusions which are described in the warranty document.

14. **IP Indemnity.**

(a) As used in this Section 14, "Representatives" means Buyer and Buyer's affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns; "Losses" means damages and liabilities, including reasonable attorneys' fees; and "Claim" means a claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party.

(b) Tesla shall indemnify, defend and hold harmless Buyer and its Representatives from any Losses arising out of any Claim alleging that the Products infringe the intellectual property rights of a third party. However, Tesla shall have no obligation to indemnify Buyer or any of its Representatives to the extent the Claim arises out of: (a) use of the Products in combination with any other products, materials or equipment not expressly authorized by Tesla; or (b) any modifications or changes made to the Products other than by Tesla. If a Claim for infringement or alleged infringement of any intellectual property rights is made, Tesla may, at its own expense, (i) modify any or all of the intellectual property rights so as to avoid the infringement or the alleged infringement; or (ii) take such other action as Tesla deems reasonable to avoid or settle such Claim.

15. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement. To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Product Value. This Section 15 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or subcontractor in connection with this Agreement. This Section 15 does not apply to Buyer or Tesla's obligation to indemnify the other for third-party claims, as required under Section 14 or otherwise under applicable law.

16. **Term; Breach; Remedies.**

(a) This Agreement will continue in effect until Tesla has completed installation of the Products and received payment in full of the Contract Price, unless earlier terminated as permitted in Section 4 or this Section 16.

(b) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue



any remedy it has under this Agreement or at law, including in Tesla's case, repossession of the Products (if title has not yet transferred) and collection of all amounts due (including those past due, which will be charged 2% interest per annum).

(c) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration until fully performed.

17. **Governing Law; Integration.** This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

18. **Assignment.** Tesla may, without need for Buyer's consent, assign, mortgage, pledge or otherwise directly or indirectly assign this Agreement and/or its interests in this Agreement (a) as collateral in connection with its financing activities; and (B) to any third party (including any affiliate of Tesla) or any person succeeding to all or substantially all of the assets of Tesla; provided, that, in the case of assignments to a third party under clause (b), Tesla is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Tesla's obligations hereunder by binding written instrument. .

19. **Insurance.** Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

20. **Further Assurances.** Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

21. **Arbitration.** Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.



**Energy Products Operation and Maintenance Agreement
California Self-Generation Incentive Program (SGIP)**

This "Agreement" is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail) (the "Effective Date").

This Agreement accompanies a Tesla Energy Products Purchase Agreement ("Purchase Agreement"), which includes a reduced price as a result of Tesla obtaining the SGIP incentive with respect to the Products (as indicated in the Price Sheet, the "SGIP Incentive").

Price Sheet

Buyer Information

Buyer Name: Cabazon Water District

Buyer Business Address: 4618 Broadway Street, Cabazon, CA 92230

Signatory Name:

Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304
888-765-2489
CA CSLB 949283

Products

Products installed under Energy Products Purchase Agreement dated:

Powerpack or Megapack system of at least ¹¹⁶⁰ kWh.

Products Value: \$749,453

SGIP Eligible Costs: \$1,087,484

SGIP Incentive: \$1,000,000

Job No.: JB-9229745-00

Installation Location: 13984 Apache Trail, Cabazon, CA 92230

Services Price

Annual price for Services:

\$0

Extra Services

Time-and-Materials Rate to be agreed by Buyer

Payment Terms

Deadline for Payments:

30 days after date of invoice



Signed by

Buyer:

Your signature:

Title:

Date:

Tesla, Inc.:

By: 

Title: Sr. Director, Energy Operations

Date:

March 4, 2021



Operation and Maintenance Agreement Terms & Conditions

1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance, signature, or email), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. You also represent and agree that the Buyer owns or has sufficient rights to the Products in the Price Sheet, to contract for the Services. Tesla may terminate this Agreement upon notice to Buyer if any of the representations in this Section 1 are incorrect.

2. **Term; SGIP Operation and Grid Services.**

(a) This Agreement will continue in effect for ten (10) years from the date that the Products are fully installed, unless earlier terminated under Section 11 (the "**Term**"). The Parties agree that as of the Effective Date, the Products are intended to remain owned by Buyer and installed at the Site (as defined in Section 3) throughout the Term.

(b) During the Term, Tesla may monitor and operate (including charging and discharging) the Products, in order to comply with requirements of the SGIP Program, and to generate savings by shifting Buyer's grid electricity consumption from higher-priced times to lower-priced times, in Tesla's reasonable discretion. Buyer acknowledges that Tesla's cycling of the Products will consume some portion of the warranted throughput of the Products; and will use electricity stored in the Products (together, "**Cycling Costs**"). Tesla expects that Tesla's activities described above will save significantly more than the Cycling Costs, but Tesla makes no guarantee of such savings. Buyer agrees that the provision of the Services herein are in full consideration of the Cycling Costs, and releases Tesla from any claim to recover any Cycling Costs.

(c) Buyer agrees to notify Tesla of any utility tariff changes with respect to the Site, during the Term.

(d) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at <https://www.selfgenca.com/home/contact/>. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(e) If Buyer intends to vacate or sell the Site during the Term, Buyer shall ensure that that the buyer of the Site accept assignment of this Agreement, or an agreement substantially similar and reasonably acceptable to Tesla, in order to ensure continued compliance with the SGIP Program.

(f) From time to time, Tesla may identify demand response or similar grid services programs, whereby the Products can help meet demands of the electrical grid, or improve its reliability, by charging or discharging the Products (or agreeing to make the Products available for charging or discharging) (each, a "**Grid Services Program**"). Tesla will notify Buyer of any proposed Grid Services Program and identify: (i) the anticipated economic benefit for Buyer; (ii) the anticipated impact on the availability of the Products; and (iii) the anticipated Cycling Costs. Buyer may elect to participate or not participate in a Grid Services Program, provided that if Buyer does not provide Tesla with notice of its election within thirty (30) days after Tesla's notice of the Grid Services Program, Tesla may treat the same as an election to participate.

3. **Tesla to Provide Services.** For the Products indicated in the Price Sheet, Buyer agrees to purchase the "**Services**" in accordance with Appendix 1 (the "**Scope of Services**") during the Term, to be performed at the site where Tesla installed the Products (the "**Site**").

4. **Scope of Services.**

(a) Tesla's Scope of Services assumes standard wage rates, no constraints to Tesla's access to the Site, and no unforeseen site conditions. If Tesla encounters challenges accessing the Site, or unforeseen site conditions not caused by Tesla, Tesla may treat the costs it incurs as Extra Services as set forth in Section 4(b).

(b) Any service not included in the Scope of Services shall be an "**Extra Service**." Extra Services will include, for example repairs arising from abuse by Buyer. Upon request, Tesla may provide Buyer a time-and-materials rate proposal for Extra Services, and upon agreement of Buyer in writing, Tesla may agree to perform the Extra Services. When used in this Agreement, "Services" shall include "Extra Services," when context requires. If Buyer pays a fee to Tesla for Extra Services in connection with an issue that is subsequently determined to be covered by a Tesla Manufacturer's Limited Warranty or other warranty provided by Tesla for the Products, Tesla shall provide a refund to Buyer.



(c) Title and risk of loss to all parts, materials or equipment installed by Tesla during the performance of the Services shall transfer to Buyer when such parts, materials or equipment have been installed and the Products (or the affected part of the Products) have been commissioned or re-commissioned.

5. **Site Access.** Tesla will contact Buyer to schedule the Services. Services will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Buyer also agrees to give Tesla, or its affiliate or subcontractor access to the Site as scheduled so Tesla can provide the Services.

6. **Extra Services.** Tesla may bill for Extra Services upon their completion. By entering into this Agreement, Buyer agrees to pay any agreed-upon fee for Extra Services, in accordance with the Payment Terms in the Price Sheet.

7. **Privacy.** The Tesla Customer Privacy Policy is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 888-765-2489.

8. **Remote Monitoring and Firmware Upgrades.**

(a) Tesla's SGIP-related monitoring and cycling described in Section 2 requires a continuous high-speed internet connection, which Buyer agrees to provide at Buyer's cost. Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. If Buyer does not maintain this continuous internet connection the monitoring will not function. Tesla shall not be responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "**Buyer Data**" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if Buyer could not reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("**Tesla Data**"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

9. **Services Warranty.**

(a) Tesla warrants that (i) it shall perform all Services in accordance with Prudent Industry Practices, any applicable Tesla operation and maintenance manuals, and this Agreement, and (ii) any labor performed, and any materials installed, in the performance of the Services shall be free from defects in design and workmanship for 12 months after such labor was performed or such materials were installed (collectively, the "**Services Warranty**"). "**Prudent Industry Practices**" means the methods approved by a significant portion of the electrical services industry operating in the state in which the Products are installed that, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

(b) Tesla shall remedy any defect or otherwise cure a breach of the Services Warranty, at its own cost and expense, as promptly as reasonably practicable after Buyer notifies Tesla in writing of such breach, in a manner and at such times that reasonably minimizes interruption of the operation of the Products and revenue loss to Buyer. This shall be Tesla's sole and exclusive liability, and Buyer's sole and exclusive remedy, in connection with a breach of the Services Warranty.

(c) EXCEPT AS REQUIRED BY LAW, OR AS PROVIDED FOR IN THIS AGREEMENT, TESLA MAKES NO WARRANTIES OR GUARANTEES WITH RESPECT TO THE SERVICES AND DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY APPLICABLE LAWS, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

10. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement, except to the extent provided in Section 11(b). To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Products Value. This Section 10 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or



subcontractor in connection with this Agreement. This Section 10 does not apply to Buyer or Tesla's obligation to indemnify the other party, as may be required under applicable law.

11. Breach; Remedies.

(a) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue any remedy it has under this Agreement or at law. Tesla may also terminate this Agreement if the Products are substantially destroyed other than due to Tesla's fault; or if the Purchase Agreement is terminated.

(b) Buyer shall be responsible for, and Tesla shall be entitled to invoice for, any loss of part or all of the SGIP Incentive due to damage to the System caused by Buyer, or Buyer's breach of this Agreement. Breaches that may result in the loss of part or all of the SGIP Incentive may include, without limitation, removing or selling the Products without notifying the SGIP Administrator as required in Section 2(e), not providing Tesla with access to the Products in order to perform maintenance as required in Section 4; or continued failures to provide internet connectivity as required in Section 8.

(c) If this Agreement is terminated by Tesla during the first five (5) years of the Term, then Buyer shall owe Tesla the following amount, as reasonably calculated by Tesla: For each year or portion thereof remaining in the first five (5) years of the Term, Buyer shall pay ten percent (10%) of the SGIP Incentive (the "Termination Payment") (Thus, if the Agreement is terminated for Buyer default three (3) years from the date that the Products are fully installed, Buyer shall owe 20% of the SGIP Incentive). Buyer agrees that the damages in this Section 11 are a reasonable preestimate of Tesla's damage as a result of the early termination of this Agreement. The Termination Payment shall be due and payable thirty (30) days after Tesla's issuance of an invoice therefor.

(d) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration.

12. Governing Law; Integration. This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

13. Assignment. Tesla may, without need for Buyer's consent, assign, mortgage, pledge or otherwise directly or indirectly assign this Agreement and/or its interests in this Agreement (a) as collateral in connection with its financing activities; and (B) to any third party (including any affiliate of Tesla) or any person succeeding to all or substantially all of the assets of Tesla; provided, that, in the case of assignments to a third party under clause (b), Tesla is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Tesla's obligations hereunder by binding written instrument.

14. Insurance. Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

15. Further Assurances. Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

16. Arbitration. Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.



Appendix 1

Scope of Services

Tesla will (i) proactively monitor the Products as set forth below, and (ii) respond to inquiries by phone, web and/or email. Tesla may respond, remotely or on-site as deemed necessary by Tesla, to telemetry signals and/or Buyer inquiries. The Services that Tesla will provide are limited to the following:

- Perform preventative maintenance, as Tesla deems consistent with Prudent Industry Practices
- Alert the customer of Product performance and failure issues
- Provide visibility of Product performance through Tesla's Powerhub user interface
- Alert the customer if the Product is not communicating with the internet
- Remove, return, replace and/or fix parts covered by valid manufacturer warranty
- Investigate and replace defective balance of system hardware and/or defective wiring for the duration of the Workmanship Warranty. (After the Workmanship Warranty, the Parties may agree for Tesla to perform this service as Extra Work.)
- Remotely update products software and firmware to improve performance

Excluded services and repairs listed below may be performed as an Extra Service, as set forth in Section 3(b):

- Moving debris from the equipment, or the area around the equipment
- Maintenance of the area around the Products, including vegetation management
- Maintenance to the degree necessitated by vandalism, negligence or misconduct of Buyer or another party not under Tesla's control
- Removal and reinstallation of equipment for reasons not related to warranty failures

SELF-GENERATION INCENTIVE PROGRAM

Proposed System Information Attestation

The following information (Responses to Questions 1 – 5) is required by the Developer of the storage system applying for SGIP's Equity Resiliency Budget or Non-Equity Resiliency Budget with a discharge duration greater than two hours.

- 1) Provide an estimate of how long the project's fully charged battery will provide electricity for the relevant facility average load during an outage.

The useful capacity of the project's battery is 1160 kWh, while the average site load is 32 kW. The project's fully charged battery will provide electricity to the average site load for 36 hours.

- 2) Indicate whether the project's critical loads can and will be isolated.

Critical loads will be covered as part of the system's full facility backup, and all loads will be isolated from the grid during an outage. Loads that are deemed non critical can be turned off to extend back up duration.

- 3) Provide an estimate of how long the project's fully charged battery will provide electricity to critical uses during an outage.

The system is designed assuming all site loads are critical, the project's fully-charged battery will provide electricity to the site for 36 hours.

- 4) Provide an estimate of how long the project can operate in less-than favorable circumstances, such as if an outage occurs when the battery has been discharged or during the winter (if paired with solar).

In less-than favorable circumstances, the useful capacity of the project's battery is 580 kWh. It will provide electricity to the average site load for 18 hours.

- 5) Summarize information given to the customer about how the customer may best prepare the storage system to provide backup power, in the case of a Public Safety Power Shutoff (PSPS) event announced in advance (provide an attachment with more information if necessary).

No action is required from the customer to prepare the system as Tesla plans to extend Storm Watch to commercial customers to help them better manage battery charging for PSPS events. Storm Watch communicates with the National Weather Service to know when severe weather or PSPS events are likely to occur and automatically triggers Storm Watch mode. Customer will receive notification once battery starts charging in preparation for PSPS. This mode pushes the limits and charges the system to maximum capacity so it can provide backup power. If desired, they can also reach out to Tesla at powerpacksupport@tesla.com to request preemptive charging of their energy storage system.

ATTESTATION

[DEVELOPER SECTION]

I, Tesla, Inc. (print name of Developer), hereby attest that each of the statements provided in this document are true and correct.

Signature: 

Name Printed: RJ Johnson

Title: Sr. Director, Commercial Energy Sales

Date: March 4, 2021

[CUSTOMER SECTION]

I, Cabazon Water District (print name of Customer), hereby attest I have received the information provided in this document prior to signing a contract with the developer.

Signature: _____

Name Printed: _____

Date: _____



Southern California Edison
 SGIPGroup@sce.com
 Application ID:
 Date Printed: 03/04/2021
 Program Year: 2021

Self Generation Incentive Program Reservation Request Form

Instructions: This Self-Generation Incentive Program (SGIP) Reservation Request Form is reflective of the information entered in the online form process. Please review thoroughly for accuracy of information before signing. Once the form has been signed by all parties, scan and upload this document under the Reservation Request header in the Documents section of the online application. Incomplete applications will result in a suspended application. Upon successful submission of all reservation request information and documents, the Applicant will receive notice from the SGIP Program Administrator that their rebate request has been received.

NOTE: Your application is not submitted until you upload this form and all other required documentation and click on "Submit" via the online system.

Application Type

Application Type: Energy Storage
Budget Category: Equity Resiliency

Incentive Step: 5
Incentive Rate: \$1

Host Customer

Contact Name:
Company Name: Cabazon Water District - Well 2
Parent Company Name:
NAICS: 221310
Is this a public institution? N/A
Sector: State or Local Government
Sector definition: Agreed

Mailing Address: PO Box 297
City, State, Zip: Cabazon, CA, 92230
Phone:
Email:

Is Household Low-Income Status?

Is the Host Customer enrolled for the medical baseline program?

Has the Host Customer notified their utility of serious illness or condition that could become life-threatening if electricity is disconnected?

Has the Host Customer received an incentive reservation letter from either the MASH, SASH, DAC-SASH, or SOMAH programs?

Has applicant coordinated with their local governments and the California Office of Emergency Services? No

Does the host customer provide critical services or infrastructure during a PSPS event to a community that is at least partially located in a Tier 2 or Tier 3 HFTD and eligible for the equity budget? Yes

- 1. 911 call center/Public Safety Answering Point N/A
- 2. Cooling center designated by state, local, or tribal government N/A
- 3. Emergency operations center N/A
- 4. Emergency response provider with the addition of tribal government providers N/A
- 5. Fire station N/A
- 6. Food bank N/A
- 7. Independent living center N/A
- 8. Jail or prison N/A
- 9. Homeless shelters supported by federal, state, local, or tribal governments N/A
- 10. Medical facility (hospital, skilled nursing facility, nursing home, blood bank, health care facility, dialysis center, or hospice facility) N/A
- 11. Police station N/A
- 12. Public and private gas, electric, water, wastewater or flood control facility Yes

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13. Location designated by an IOUs to provide assistance during PSPS events

N/A

Grocery store, corner store, market or supermarket with average annual gross receipts of \$15 million or less over the last three tax years as calculated at a single location

N/A

Is this public or tribal government agency serving 50% of a low-income or disadvantaged community census tract?

Opts into resiliency adder?

No

System Owner

Contact Name:

Mailing Address:

PO Box 297

Company Name:

Cabazon Water District - Well 2

City, State, Zip:

Cabazon, CA, 92230

Parent Company Name:

Phone:

Email:

Developer

Contact Name:

Jonathan Gubler

Mailing Address:

3055 Clearview Way

Company Name:

Tesla Inc.

City, State, Zip:

San Mateo, CA, 94402

Phone:

6509635100

Email:

commercial.incentives@tesla.com

1. Approaching or communicating with the host customer about the project and learning about its needs and energy profile

1. Yes

2. Developing the specifications for a system based on the customer's needs and interests

2. Yes

3. Soliciting bids from multiple manufacturers for the specified system

3. Yes

4. Gaining the customer's commitment to purchase or lease the specified system, usually but not necessarily by signing a purchase order with a customer or other form of agreement

4. Yes

5. Purchasing the specified system from the manufacturer to fulfill the obligation to provide a system to the customer

5. Yes

6. Securing permits for the system on behalf of the customer

6. Yes

7. Securing interconnection permission for the system on behalf of the customer

7. Yes

8. Submitting SGIP applications on behalf of the customer

8. Yes

9. Liaising with the SGIP administrators on incentive reservations

9. Yes

10. Liaising with the SGIP administrators on data reporting requirements

10. Yes

11. Supplying project data to SGIP evaluators

11. Yes

12. Physically constructing the system at the customer's premises

12. Yes

13. Installing the system at the customer's premises

13. Yes

Who is performing the other activities?

Applicant

Contact Name:

Mike Snyder

Mailing Address:

6569 S Las Vegas Blvd Suite 200

Company Name:

Tesla Inc.

City, State, Zip:

Las Vegas, NV, 89119

Parent Company Name:

Phone:

8887652489

Email:

commercial.incentives@tesla.com

Contractor/Installer Contact

Contact Name:

Mike Snyder

Mailing Address:

6569 S Las Vegas Blvd Suite 200

Company Name:

Tesla Inc.

City, State, Zip:

Las Vegas, NV, 89119

Contractor License Number (CSLB):

888104

Email:

commercial.incentives@tesla.com

Contractor License Type:

Phone:

8887652489

Pavee Contact

Contact Name:

Mailing Address:

Company Name:

City, State, Zip:

Payee Tax Status:

Payee Tax ID:

Email:

Phone:

Project Site Information

Site Address: 13990 Apache Trail
City, State, Zip: Cabazon, CA, 92230

Project site within the SCE-defined local reliability area? No
Disadvantaged Community or Low-Income Community according to the CalEnviroScreen? Low-Income Community
Is the site located in a high fire threat district (HFTD)? Tier 3
Has experienced at least two discrete PSPS events? No
Household relies on electric pump wells for their water supplies? No
Participating San Joaquin Valley Pilot area?
Agrees to location Eligibility: Yes

Utility Information

Electric Utility: Southern California Edison
Is the Host on an SGIP-Approved Rate? Other SGIP-Approved Rate
Electric Utility is Municipal? N/A
Account Name: Cabazon Water District
Is Existing Service? Yes
Utility Account ID: 3-012-3502-43
Utility Meter ID: V349N-018325

Peak Annual Demand (kW): 206
Other Rate: Non-Residential
Demand Response Participant? N/A
Demand Response Program Name:
Demand Response Obligation (kW):
System Size Based on Load Growth? No
Estimated Future Additional Demand (kW):

Gas Utility:
Is Gas Utility is Municipal? N/A
Account Name:
Is Existing Service? N/A
Utility Account ID:
Utility Meter ID:

Proposed System Information

Equipment Technology: Electrochemical Storage
System Manufacturer: Tesla, Inc.
System Model: Megapack 1462965-XX-Y System (4hr)

Total Rated Capacity (kW): 210
Total Energy Storage Capacity (kWh): 1160
Discharge Hours Duration: 5.52380952381
Opts-out of Resiliency Requirements: No

Other self-generation or storage equipment onsite?
Charged at least 75% from renewables? No

Other Onsite System Information

SGIP Incentivized System(s) Onsite:

Table with 6 columns: Technology, Make/Model, Project Code, Installed, Energy Storage Capacity (kWh), Total Rated Capacity (kW)

Non-Incentivized System(s) Onsite:

Table with 5 columns: Technology, Make/Model, Year Installed, Energy Storage Capacity (kWh), Total Rated Capacity (kW)

Previous SGIP Generator Capacity (kW): 0
Previous SGIP Storage Capacity (kWh): 0

Project Finance

Total Eligible Project Cost (TEPC):	\$1,087,484.00	Taking Federal Investment Tax Credits (ITC):	No
Eligible Project Cost:		ITC as a % of TEPC:	%
		Approved California Manufacturer Equipment:	No

Other Incentives Received	Incentive Type	Incentive Amount	Description
---------------------------	----------------	------------------	-------------

Incentive Results

Incentive Calculation Equity Reference Table	Current Step 5			Incentive Rate: \$1.00
	0-2 MWH	>2-4 MWH	>4-6 MWH	
0-2 HOURS	100%	50%	25%	
2-4 HOURS	100%	50%	25%	
4-6 HOURS	50%	25%	12.50%	
	0-2 MWH	>2-4 MWH	>4-6 MWH	
Existing Onsite Equipment Offset				
0-2 HOURS	420,000	-	-	
2-4 HOURS	420,000	-	-	
4-6 HOURS	320,000	-	-	
Base Equipment Incentive				\$1,000,000.00
CA Manufacturer Adder				
Max Equipment Incentive				a) \$1,000,000.00
Other Incentives	Total Dollars			Impact on SGIP Incentive
Other IOU Incentive	0			b) \$0.00
Other Non-IOU Incentive	0			c) \$0.00
Non-Ratepayer Incentive	0			
Investment Tax Credit (0%)	0			
Adjusted Equipment Incentive				a+b+c = d) \$1,000,000.00
Total Other Incentives	e) 0			
SGIP Incentive Adjustments	Equipment Incentive +	Total Other Incentives <=	Incentive Cap(s)	Incentive Adjustment
Project Incentive Cap (Equipment)	f) \$1,000,000.00		\$5,000,000.00	*g) 0
Eligible Cost Cap (All Incentives)	f+g=h) \$1,000,000.00	0	\$1,087,484.00	**i) 0
Equipment Incentive				***j) \$1,000,000.00
Calculated SGIP Incentive				\$1,000,000.00

* g = 0 if f <= \$5M, otherwise g = \$5M - f
 ** i = 0 if h + e <= Total Eligible Cost, otherwise i = Total Eligible cost - (h + e)
 *** j = h + i

The incentive adjustments shown above are based on the Total Eligible Project Cost, the Maximum Incentive Cap, and the Minimum Customer Investment. See the SGIP Handbook for more information on incentive limitations.

Calculated Incentive: \$1,000,000.00

If changes have been made to your project since it was originally submitted, the calculated incentive amount above may differ from the requested incentive amount. The final incentive amount is subject to Program Administrator approval.

Projected PBI Calculation

Expected Total Production:	120,640 kWh
Total Incentive:	\$1,000,000.00
Initial Payment:	\$500,000.00
Performance Based Incentive:	\$500,000.00
PBI Rate (\$/kWh):	\$0.8289125

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Residential Energy Storage Eligibility Affidavit
Requirements of Host Customers and System Owners

- o The energy storage system owner and/or Host Customer have the tools to control the usage of the energy storage system when operating in parallel with the grid.
- o Provide performance data to the Program upon request (emailed, zipped file of 15 minute interval data) for a period of five (5) years.
- o Pass the energy storage Field Verification Inspection.
- o Host Customer and/or System Owner are required to discharge the energy storage system a minimum of 52 full discharges per year. A "full discharge" is the equivalent of discharging the SGIP-incentivized energy capacity, whether it is during a single or multiple discharges.
- o Fulfill either of the two following conditions:
 - o Option A: the Host Customer is on a TOU tariff, dynamic tariff (e.g. PG&E's SmartRate or SDG&E's Reduce Your Use), or agrees to integrate load through the California Independent System Operator's Proxy Demand Response, or equivalent tariff, prior to receiving the SGIP incentive and for five (5) years thereafter. Note that in the event that the Host Customer changes to a non-TOU tariff or is no longer enrolled in a demand reduction program, the energy storage System Owner is required to notify the Program Administrator within 30 days of change, and will be subject to Option B for the required five year period.
 - o Option B: the Host Customer and/or System Owner agrees, for a minimum period of five (5) years, to discharge the energy storage system in an amount equivalent to 52 complete cycles per year of the incentivized energy capacity, which is defined as two hours of discharge at the SGIP incentivized power capacity rating, with discharges occurring during peak hours or peak day events (such as those called by PG&E's SmartRate program or SDG&E's Reduce Your Use), of the applicable IOU service territory.

Declarations by Host Customer and System Owner

By Execution of this document, System Owner and Host Customer each certify that the Project meets all program eligibility requirements and that the System Owner and Host Customer agree to abide by the rules and requirements set forth in the SGIP Handbook and SGIP Contract. The undersigned declare under penalty of perjury under the laws of the State of California that 1) The information provided is true and correct, and 2) the above-described generating system is new and intended to offset part or all of the Host Customer's electrical requirements at the site of installation. For residential energy storage projects, the Host Customer and System Owner certify that they have read and agreed to the terms of the Residential Energy Storage Eligibility Affidavit.

The Host Customer and System Owner are committed to completing this project, and by signing below, are starting their intent to contract with individual(s) necessary for completion of the project. The Host Customer is the reservation holder and reserves the right to submit new project specifications, including a new application with alternative System Owner and/or Applicant designations, upon withdrawal from the project and cancellation of this Agreement.

Host Customer Signature

Print Name:

Signature:

Title:

Date:

System Owner (if not Host Customer)

Print Name:

Signature:

Title:

Date:

Applicant (if not Host Customer)

Print Name: Mike Snyder

Signature: 

Title: Director of Engineering,
Energy Projects

Date: 03/04/2021

Developer

Print Name: Jonathan Gubler

Signature: 

Title: Supervisor,
Incentive Programs

Date: 03/04/2021



Southern California Edison
 Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 58949-E
 Cancelling Revised Cal. PUC Sheet No. 48656-E

Sheet 1

**AUTHORIZATION TO: RECEIVE CUSTOMER
 INFORMATION OR ACT ON A CUSTOMER'S BEHALF**

Form 14-796

(To be inserted by utility)
 Advice 3381-E
 Decision _____

Issued by
R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)
 Date Filed Mar 17, 2016
 Effective Apr 16, 2016
 Resolution _____

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AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT - READ IT CAREFULLY

I, _____ (NAME) of Cabazon Water District (Customer) have the following mailing address _____ (NAME OF CUSTOMER RECORD) PO Box 297, Cabazon, CA 92230, and do hereby appoint Tesla, Inc. (MAILING ADDRESS) of 3500 Deer Creed Rd (MAILING ADDRESS) Palo Alto, CA 94304 (CITY STATE ZIP)

to act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION

- 1. 13755 APACHE TERR PMP, CABAZON, CA 92230, US (SERVICE ADDRESS) 3-012-3502-43 (SERVICE ACCOUNT NUMBER)
- 2. _____ (SERVICE ADDRESS) _____ (SERVICE ACCOUNT NUMBER)
- 3. _____ (SERVICE ADDRESS) _____ (SERVICE ACCOUNT NUMBER)

(For more than three accounts, please list additional Service Addresses and Service Account Numbers on a separate sheet and attach it to this form) (T)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED - This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (Initial or put an 'x' inside all applicable boxes): (T)

- 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility.¹
- 2. EPA Benchmarking
- 3. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
 - a. Verification of rate, date of rate change, and related information;
 - b. Contracts and Service Agreements;
 - c. Previous or proposed issuance of adjustments/credits; or
 - d. Other previously issued or unresolved/disputed billing adjustments.
- 4. Request investigation of my utility bill(s)
- 5. Request special metering, and the right to access interval usage and other metering data on my account(s).
- 6. Request rate analysis.
- 7. Request rate changes.
- 8. Request and receive verification of balances on my account(s) and discontinuance notices.

¹ The Utility will provide standard customer information without charge up to two times in a 12 month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

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AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (initial one box only):

- One time authorization only (limited to a one-time request for information and/or the acts and functions Specified above at the time of receipt of this Authorization).
- One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.
- Authorization is given for the period commencing with the date of execution until _____ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

- Hard copy via US Mail (if applicable): _____
- Facsimile at this telephone number: _____
- Electronic format via electronic mail (if applicable) to this e-mail address: commercial.interconnection@tesla.com

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document manually or electronically on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. [This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).] (T)

AUTHORIZED CUSTOMER SIGNATURE TITLE (IF APPLICABLE) TELEPHONE NUMBER (T)

Executed this _____ day of _____ at _____
MONTH YEAR

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes. I also hereby indicate my consent to execute and submit this signature electronically. (T)

MSG
AGENT SIGNATURE (702) 680-6738
TELEPHONE NUMBER

Tesla, Inc.
COMPANY

Executed this 4 day of March 2021
MONTH YEAR

² If no time period is specified, authorization will be limited to a one-time authorization.



Grid Services Agreement

This Grid Services Agreement ("Agreement") is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Agreement consists of (1) the below Key Terms and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail) (the "Effective Date").

Key Terms

Buyer Information

Buyer Name: Cabazon Water District

Buyer Business Address: 14618 Broadway Street, Cabazon, CA 92230

Signatory Name:

Signatory Phone Number:

NDA: March 4, 2021

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304
888-765-2489
CA CSLB 949283

Products

Products installed under Energy Products Purchase Agreement dated [DATE]:

Site: 13984 Apache Trail, Cabazon, CA 92230

Signed by

Buyer:

Your signature:

Title:

Date:

Tesla, Inc.:

By:

Title:

Sr. Director, Energy Operations

Date:

March 4, 2021



**Grid Services Agreement
Terms & Conditions**

1. Term; Grid Services.

(a) This Agreement will continue in effect for the longer of (i) the duration of any maintenance agreement between Tesla and Buyer with respect to the Products; and (ii) ten (10) years from the date hereof (the "Term").

(b) During the Term, Tesla shall be permitted to control and dispatch the Products, up to 365 cycles per calendar year, to provide services in programs administered by the California Independent System Operator ("CAISO"), including without limitation Demand Response Auction Mechanism ("DRAM") program, and any other available energy, ancillary service, or demand response market or program in California, hereinafter referred to individually as a "Program" and collectively as the "Programs."

(c) In consideration of the dispatch rights in Section 1(b), and for any energy or capacity discharged, Tesla shall make an annual payment to Buyer of forty percent (40%) of revenues actually received by Tesla in connection with the Programs and attributable to the Products ("Participation Payment"), which amount shall be due and payable to Buyer on or before February 28 following the applicable year, with respect to that year.

(d) Tesla anticipates that modifications to the dispatch of Products for participation in grid services under this Agreement will have limited impact on customer utility bills, and expects that the Participation Payment will be greater than any decrease in utility bill savings that would have been derived if the Products had not participated in grid services programs. Tesla agrees to make the following "Make-Whole Payment" with respect to Buyer's reduced economics arising from the Programs, if participation in is not advantageous to customer:

(i) Buyer may request an evaluation within ten (10) days after the Participation Payment is made for an applicable calendar year.

(ii) Tesla will simulate Buyer's energy usage as measured at the utility meter with the Products on-site without participation in grid services under this Agreement, and use utility cost calculation methodologies to calculate utility costs without grid services per the simulation, and with grid services per actual dispatch of the Products, as measured on-site. The Make-Whole Payment will equal the difference between Buyer's actual utility costs (after accounting for the Participation Payment), and Buyer's utility costs in the scenario without grid services, as reasonably calculated by Tesla. Upon Tesla's request, Buyer will provide information reasonably necessary for this calculation, including without limitation Buyer's utility tariff. An example of such calculation is as follows:

	Scenario with Grid Services	Scenario without Grid Services
Annual Utility Costs	\$11,000	\$10,000
Participation Payment	\$700	\$0
Annual Utility Costs net of Participation Payment	\$10,300	\$10,000
Make-Whole Payment	\$300	

(iii) Subject to Buyer's timely provision of information as described in Section 1(d)(ii), Tesla shall pay Buyer the Make-Whole Payment by April 30 of the year following the year for which the Make-Whole Payment is calculated.

(iv) The Make-Whole Payment shall be Buyer's sole and exclusive remedy and Tesla's sole and exclusive liability for any increased energy costs (including demand charges) arising from participation in the Programs.

2. Limitations.

(a) Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement. To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to the other for claims



accruing arising from or relating to this Agreement in any calendar year shall not exceed the greater of one dollar (\$1) per kWh of the Products' capacity. This Section 2(a) does not apply to (i) Tesla's Make-Whole Payments (as applicable); or (ii) Buyer or Tesla's obligation to indemnify the other party with respect to third-party claims, as may be required under applicable law.

(b) Buyer acknowledges that Tesla's cycling of the Products will consume some portion of the warranted throughput of the Products; and will use electricity stored in the Products (together, "Cycling Costs"). Buyer agrees that the Participation Payment and the Make-Whole Payment are in full consideration of the Cycling Costs, and releases Tesla from any claim to recover any Cycling Costs.

(c) GIVEN THE NEED TO DISCHARGE THE PRODUCTS IN CONNECTION WITH THE PROGRAMS, TESLA CANNOT GUARANTEE THAT THE PRODUCTS WILL HAVE ANY PARTICULAR STATE OF CHARGE AT ANY PARTICULAR TIME. ACCORDINGLY, IT IS POSSIBLE THE THE PRODUCTS WILL HAVE LITTLE OR NO ENERGY AVAILABLE IF AND WHEN BUYER EXPERIENCES AN OUTAGE OF ELECTRICITY FROM THE GRID (AND "UNAVAILABILITY EVENT"). BUYER AGREES THAT THE PARTICIPATION PAYMENTS AND THE MAKE-WHOLE PAYMENTS ARE IN FULL CONSIDERATION OF SUCH UNAVAILABILITY EVENTS. BUYER AGREES THAT TESLA SHALL NOT BE LIABLE FOR, AND RELEASES TESLA FROM, ANY LOSS OR DAMAGE (INCLUDING THIRD-PARTY CLAIMS) ARISING FROM OR RELATING TO UNAVAILABILITY EVENTS.

3. Remote Access; Data.

(a) Participating in the Programs requires a continuous high-speed internet connection, which Buyer agrees to provide at Buyer's cost. Tesla shall not be responsible for any issues, including foregone portions of the Participation Payment, arising from Buyer's failure to provide an internet connection. This Section 3(a) shall not apply to the extent that the Parties have agreed in writing that such Buyer-provided internet connectivity is not required.

(b) The NDA is incorporated by reference into this Agreement. The terms and conditions of the NDA will continue in force throughout the term of this Agreement and for three (3) years following its expiration or early termination. The terms and conditions of this Agreement, and any information regarding the Products shall be both Parties' Confidential Information for purposes of the NDA. The NDA shall not be interpreted to preclude any public entity from complying with comply with applicable freedom of information or similar laws in connection with this Agreement. In addition, Tesla may use data related to the Products obtained via the remote monitoring described in Section 2(a), and otherwise provided by Buyer to Tesla (including without limitation the Product's location and state of charge), as necessary to participate in the Programs. Without limitation, Tesla shall be permitted to disclose such data to the CAISO or other market administrators.

4. Breach; Remedies.

(a) Tesla may terminate this Agreement upon notice to Buyer; provided that Tesla shall owe the Participation Payment pro rata in respect of the payments Tesla actually receives for the Participation of the Products, as reasonably determined by Tesla. Such payment shall be due at the time for making the Participation Payment as set forth in Section 1(c).

(b) If Tesla or Buyer is in breach of this Agreement, the non-defaulting party may terminate this Agreement upon thirty (30) days prior written notice and opportunity to cure; and with or without terminating this Agreement, may pursue any remedy it has under this Agreement or at law.

(c) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration until fully performed.

5. **Assignment; Subcontracting.** Tesla may, without need for Buyer's consent, assign, mortgage, pledge or otherwise directly or indirectly assign this Agreement and/or its interests in this Agreement (a) as collateral in connection with its financing activities, and (b) to any third party (including any affiliate of Tesla) or any person succeeding to all or substantially all of the assets of Tesla; provided, that, in the case of assignments to a third party under clause (b), Tesla is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Tesla's obligations hereunder by binding written instrument.

6. **Governing Law; Arbitration.** This Agreement is governed by the laws of the State of California. Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial



Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in San Francisco, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.

7. **Further Assurances.** Each party agrees to execute and deliver all further instruments and documents and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement; including without limitation that Buyer shall assist in filling out any forms required by the CAISO or other Program administrators.



Southern California Edison
 Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 62506-E*
 Cancelling Original Cal. PUC Sheet No. 58540-E

Sheet 1

CUSTOMER INFORMATION SERVICE REQUEST FOR
 DEMAND RESPONSE PROVIDER

FORM 14-941

(To be inserted by utility)
 Advice 3669-E-A
 Decision 16-06-008

Issued by
Caroline Choi
Senior Vice President

(To be inserted by Cal. PUC)
 Date Filed Jan 26, 2018
 Effective Apr 2, 2018
 Resolution E-4868

1C19

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CUSTOMER INFORMATION SERVICE REQUEST FOR DEMAND RESPONSE PROVIDERS (CISR-DRP)

**IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ FIRST
THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY**

Southern California Edison's (SCE's) Rule 25 and its corresponding privacy policies, which can be found at <https://www.sce.com/wps/portal/home/privacy>, generally do not allow for the disclosure of customers' personal information (such as your name, address, phone number, or electric and billing information) to third-parties unless the customer expressly authorizes the disclosure. The purpose of this form is to allow you, the customer, to exercise your right to disclose your personal energy-related information to collaborating Non-Utility Demand Response Providers (DRPs) pursuant to SCE's Rule 24, so that you may obtain Demand Response services. Rule 24 can be accessed at https://www.sce.com/NR/sc3/tm2/pdf/Rule_24.pdf. This form may be used for authorization to release Bundled Service, Community Choice Aggregation (CCA) Service, Community Aggregator (CA), and Direct Access (DA) Service customer's personal energy-related information. In some cases two different DRPs may collaborate to help a customer obtain Rule 24 Demand Response services. Accordingly, this form allows for disclosure of your information to both a Primary DRP and an optional Secondary DRP. Alternatively, each DRP may submit its own CISR-DRP form with your consent to receive personal energy-related information about you. Once you authorize access by the DRP(s) to your personal energy-related information, you are responsible for ensuring that the DRP(s) safeguards this information from further disclosure without your consent. Authorization for SCE to release your information under Rule 24 is a separate agreement from the one you may have or may make with the DRP(s) for its services.

(T)

This form also grants the DRP(s) the ability to request that SCE make limited changes to the SCE electric meter(s) serving your Service Account(s), as specified in Section C below.

I, (Customer),

Customer Name According To SCE Records			
Contact Name (if different from above)	First Name	Last Name	
E-Mail Address	Text		Phone Number

(You are required to provide at least your e-mail or phone number.)

Do hereby AUTHORIZE (Sign Section D) REVOKE (*check only one*) the following DRP(s) (Sign Section H):

Name of Primary DRP	Leapfrog Power, Inc.	Fed Tax ID	81-5431118	Rule 24 ID	16776548
Email Address	cizr@addleap.com			Phone Number	408-495-3186

(Complete the following table only if you are authorizing data to be released to a collaborating DRP)

Name of Secondary DRP		Fed Tax ID		Rule 24 ID	
Email Address				Phone Number	

(T)



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

**CUSTOMER INFORMATION SERVICE REQUEST FOR
DEMAND RESPONSE PROVIDERS (CISR-DRP)**

Access to the following electric Service Accounts:

SERVICE ADDRESS	SERVICE CITY	SERVICE ACCOUNT NUMBER
<i>Please find a list of all service accounts on the last page of this document</i>		

(You can include additional Service Accounts by attaching a list to this form.)

TO AUTHORIZE DATA SHARING ONLY

A. TIMEFRAME OF AUTHORIZATION

(Check only one option below)

- Begin today and continue until _____ (mm/dd/yyyy) or until revoked by the Customer or DRP
- Begin today and continue indefinitely or until revoked by the Customer or DRP

B. SUMMARY OF INFORMATION AUTHORIZED TO BE RELEASED

I, (Customer), authorize SCE to disclose to the above DRP(s) for the Service Account(s) listed above or attached to this form: 1) customer personal energy-related information (e.g. name, service address, rate schedule), 2) access up to 36 months historical as well as ongoing interval meter data and/or monthly usage data, 3) current SCE demand response programs or other non-demand response programs and pilots in which you are known to participate with that may not allow dual participation with the program(s) offered by the above DRP(s), and 4) the information identified in Section D of Electric Rule 24.

C. CHANGES YOU AUTHORIZE THE DRP(s) TO MAKE ON YOUR BEHALF

I, (Customer), grant the above DRP(s) permission to request that SCE shorten the interval length of my electric meter(s), as available by SCE, for the Service Account (s) listed above or attached to this form, when the DRP has successfully enrolled and registered my Service Account (s) in the California Independent System Operator's (CAISO) Relevant Systems, if SCE is the Meter Service Provider.

I, (Customer), grant the above DRP(s) permission to revoke this authorization on my behalf at any time and a revocation submitted by any one party shall revoke this Authorization for all of the other parties to this authorization.

D. CUSTOMER AGREEMENT

I, (Customer), authorize the actions and changes to be made by SCE as specified in this authorization. I further understand that my information may be transmitted to the above DRP(s) even after the authorization has ended, limited to updates to the data for the time period during which the authorization was valid. In all cases, the Authorization for a Service Account will be automatically revoked when the Service Account is closed.

I, (Customer), understand and agree that if I am on Critical Peak Pricing (CPP), then I will automatically be disenrolled from CPP when my service account has been successfully registered by one of the above DRPs in the CAISO's Relevant Systems. I agree to bear any resulting financial consequences, including without limitation, loss of bill protection, loss of CPP incentives, and reimbursements of incentives paid (where applicable).

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(T)

(T)



**CUSTOMER INFORMATION SERVICE
REQUEST FOR
DEMAND RESPONSE PROVIDERS (CISR-
DRP)**

I, (If not Customer of Record), declare that I am authorized to execute this on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record.

I, (Customer), understand SCE reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf.

I, (Customer), hereby release, hold harmless, and indemnify SCE from any liability, claims, demands, and causes of action, damages, or expenses resulting from: (1) any release of information to the DRP(s) pursuant to this Authorization; (2) the unauthorized use of this information by the DRP(s) or any other third-party; and (3) any actions taken by the DRP(s) pursuant to this Authorization. I understand that I may revoke this Authorization at any time by submitting a revocation request using this same form or approved electronic process accepted by SCE. I hereby indicate my consent to execute and submit this Authorization electronically or manually.

Authorized Signature of Customer or Agent

Date Signed (mm/dd/yyyy)

E. PRIMARY DRP'S AGREEMENT REGARDING CUSTOMER RELEASE OF AUTHORIZATION (To be completed by the Primary DRP only)

I, (Primary DRP), hereby agree to comply with this agreement, and to release, hold harmless, and indemnify SCE from any liability, claims, demand, causes of action, damages, or expenses resulting from the release or use of customer information obtained pursuant to this Authorization. I also hereby indicate my consent to execute and submit this document electronically.

Authorized Signature of Primary DRP

Date Signed (mm/dd/yyyy)

F. SECONDARY DRP'S AGREEMENT REGARDING CUSTOMER RELEASE OF AUTHORIZATION (To be completed by the Secondary DRP only)

I, (Secondary DRP), hereby agree to comply with this agreement, and to release, hold harmless, and indemnify SCE from any liability, claims, demand, causes of action, damages, or expenses resulting from the release or use of customer information obtained pursuant to this Authorization. I also hereby indicate my consent to execute and submit this document electronically.

Authorized Signature of Secondary DRP

Date Signed (mm/dd/yyyy)

G. JURISDICTION OF CPUC

This agreement at all times shall be subject to such changes, modifications and access to information as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction, including without limitation, revisions to the types of customer information to be released under Rule 24.



CUSTOMER INFORMATION SERVICE REQUEST FOR DEMAND RESPONSE PROVIDERS (CISR-DRP)

FOR REVOCATION USE ONLY

H. CUSTOMER REVOCATION OF AUTHORIZATION

I, (Customer), declare that I am authorized to execute this Revocation manually or electronically on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I hereby revoke the authorization to release information to the DRP(s) listed above. I hereby release, hold harmless, and indemnify SCE from any liability, claims, demands, causes of action, damages, or expenses resulting from: (1) any negligent conduct relating to this revocation; (2) any refusal to release information to the DRP(s) pursuant to this revocation; and (3) any conduct by the DRP(s) in connection with this revocation.

Authorized Signature of Customer or Agent

Date Signed (mm/dd/yyyy)

(T)

(T)

I. DRP REVOCATION OF AUTHORIZATION/DISCONTINUANCE FROM DRP DEMAND RESPONSE SERVICE

I, (DRP), hereby revoke the authorization to release the Customer's information to the above designated DRP(s). I hereby release, hold harmless, and indemnify SCE and its agents from any liability, claims, demands, causes of action, damages, or expenses resulting: (1) revocation of the authorization to release information to the above designated DRP(s), (2) from any refusal to release information to the DRP(s) pursuant to this revocation, (3) from any conduct by the DRP(s) in connection with this revocation, and (4) from my failure to timely notify SCE of the Customer's discontinuance from my Demand Response services. I also hereby indicate my consent to execute and submit this Authorization electronically.

Authorized Signature of DRP Requesting Revocation
(Please indicate Primary or Secondary DRP)

Date Signed (mm/dd/yyyy)

(N)

(N)

Customer Attestation

All participants of California demand response (DR) programs have been required by the California Public Utilities Commission (CPUC) to attest to compliance with a prohibition of using certain fossil-fueled generation resources for load reduction during DR events. This information needs to be accurate and up to date at all times. If the data needs to be updated, please reach out to pr@leap.energy immediately.

The three different attestation options are as follows:

- 1 - I have no Prohibited Resources* on-site
- 2 - I have Prohibited Resources* on-site and I will not use the resource to reduce load during any DR event.
- 3 - I do have a Prohibited Resource on-site and I may have to run the resource(s) to reduce load during DR events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has or have a total nameplate capacity that is listed in the attached spreadsheet. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the DR incentives / charge for my account.

* Prohibited Resources include distributed generation technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle Combined Heat and Power (CHP) or non-CHP configuration.

Company Name: _____

Signature: _____

Print Name: _____

Date: _____

Phone Number: _____

Email: _____

Standard Non-Disclosure Agreement

Effective Date: March 4, 2021

Tesla Contact: Ryan Glanville

This Standard Non-Disclosure Agreement ("**NDA**") is entered as of the Effective Date between the Tesla entity ("**Tesla**") and the company or individual ("**Company**") identified below. Tesla and each Company agree as follows:

1. **Purpose.** Tesla may disclose Confidential Information to Company in order to consider a potential business relationship with each other or fulfill the objectives of such relationship ("**Purpose**"). "**Confidential Information**" means information disclosed by Tesla or its Affiliate to Company or its Affiliate that is marked as confidential or proprietary, identified as confidential or proprietary (e.g. if disclosed orally or visually), or disclosed under circumstances by which Company should reasonably understand that such information is deemed by Tesla to be confidential or proprietary. All Confidential Information and derivations thereof remain Tesla's sole property, and no license or other right to Confidential Information or any intellectual property is granted or implied by this NDA or any disclosure. Tesla is not required to disclose any information hereunder. All Confidential Information is provided on an "AS IS" basis. Tesla disclaims any and all representations, warranties, or assurances concerning the Confidential Information, including as to accuracy, performance, completeness, suitability, or third-party rights.
2. **Confidentiality.** Subject to Section 3, Company and its Affiliates may not: (a) use Confidential Information for any reason except the Purpose; or (b) disclose Confidential Information to any individual or third party except to its personnel, directors, consultants, professional advisors, and Affiliates, or (to the extent expressly approved in writing by Tesla) other unaffiliated third parties, in each case that (i) have a "need to know" such Confidential Information for the Purpose and (ii) are bound to confidentiality obligations that protect Confidential Information to at least the same extent as the terms of this NDA (collectively, "**Authorized Recipients**"); or (c) make any public disclosures relating to the existence of this NDA or the Purpose without Tesla's prior written consent; or (d) identify, or attempt to identify, any data subject (e.g. one or more individuals, vehicles, products, or entities) through any de-identified or anonymous data disclosed by Tesla. Company shall implement and maintain appropriate organizational, technical, and administrative security measures, exercising the same degree of care to protect Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. Promptly after learning of any unauthorized use or disclosure of, and/or unauthorized attempts to access or modify, any Confidential Information in Company's (or its Authorized Recipients') custody or control, Company shall notify Tesla in writing and cooperate with Tesla to investigate and mitigate any adverse effects. Company shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its Authorized Recipients.
3. **Exceptions.** The obligations of Section 2 will not apply to information that: (a) is already known to Company at the time of disclosure without obligation of confidentiality, (b) is or becomes publicly known through no wrongful act or omission of Company, (c) is rightfully received by Company from a third party without obligation of confidentiality, (d) is approved for release by Tesla's written authorization, (e) was developed by Company independently and without the use or benefit of any Confidential Information. A disclosure that Company is required to make pursuant to any order or requirement of a court, administrative agency, other governmental agency, or stock exchange or (f) is a "public record", as that term is defined by California Government Code section 6252, that is required to be disclosed pursuant to the California Public Records Act will not be deemed a breach of Section 2 of this NDA, provided that Company has to the extent permitted by law: (x) promptly notified Tesla in writing of such order or requirement, (y) given Tesla an opportunity to challenge or limit the disclosure requirement or seek an appropriate protective order, and (z) cooperated with Tesla to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the order or requirement. A disclosure which complies with a U.S. Federal Acquisition Regulation permitting disclosures to the government concerning government contracts will not be deemed a breach of this NDA. Each party is hereby given notice of the immunity set forth in 18 USC § 1833(b).
4. **Affiliate.** "**Affiliate**" means an entity which either controls or is controlled by a party or is under common control with a party, where "control" means the power to direct or cause the direction of an entity's management and policies through ownership or control of at least 50% of its voting securities or ownership interest.
5. **Termination.** This NDA is effective as of the Effective Date and will expire 3 years thereafter. Either party may terminate this NDA for any or no reason by giving 60 days' prior written notice to the other party. Expiration or termination shall not affect a party's rights or obligations with respect to Confidential Information disclosed before such expiration or termination, and such rights or obligations will continue as long as Company or its Affiliate has custody of or control over Confidential Information. Upon expiration or termination of this NDA or Tesla's written request, Company shall promptly return to Tesla all Confidential Information or certify in writing that all Confidential Information has been destroyed. Sections 2, 3, and 5-7 will survive for 5 years after the expiration or termination of this NDA.
6. **Disputes; Venue.** This NDA is governed by the laws of the county, state, and country specified below Tesla's signature, in each case without regard to conflict of laws principles. Company will be jointly and severally responsible for the acts and omissions of its Affiliates and each Authorized Recipient. The rights of and damages incurred by a Tesla Affiliate will be deemed to be rights of and damages incurred by Tesla. The Parties shall discuss in good faith a resolution to any conflict or

Standard Non-Disclosure Agreement

dispute under this NDA. The exclusive venue for any judicial action arising out of or relating to this NDA will be the state, federal, or regional courts for the location specified below Tesla's signature. The parties, for themselves and their respective Affiliates and Authorized Recipients, hereby waive any challenge to venue and jurisdiction in such courts. If Tesla substantially prevails in any action to enforce this NDA, it will be entitled to recover its costs of enforcement from Company and its Affiliates, including reasonable attorneys' fees. Company acknowledges that breach of this NDA would cause Tesla irreparable harm for which monetary damages would not provide an adequate remedy and Tesla will, in addition to any other available remedies, be entitled to temporary and permanent injunctive relief with respect to such breach without proof of actual damages or the posting of bond or other security.

7. **Miscellaneous.** This NDA constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings, between the parties regarding its subject matter. If any provision hereof is held by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this NDA shall remain in full force and effect. This NDA is written in the English language, and the English version shall prevail over any translation thereof. A waiver of any right hereunder does not imply waiver of any other rights. No waiver, alteration, modification, or amendment of this NDA shall be effective unless in writing and signed by both parties. This NDA may be signed in duplicate originals or in separate counterparts, each of which is effective as if the parties signed a single original, and a facsimile of an original signature or electronically signed version transmitted to the other party is effective as if the original was sent to the other party. Any notice required or permitted by this NDA shall be made in writing and be deemed delivered upon verification of delivery to the other party. Company may not assign, transfer, or otherwise convey or delegate any of its rights or duties under this NDA (except to the successor in a merger, acquisition, or corporate reorganization of Company) without Tesla's prior written consent, and any attempt to do so shall be void.

Tesla and each Company execute this Standard Non-Disclosure Agreement through their duly authorized representatives.

Tesla: <u>Tesla, Inc.</u>
Signed: _____
Printed: _____
Title: _____
Date: _____
Contact Information: Legal Department PO Box 15430, Fremont CA 94539, USA Phone : +1-650-681-5000 Governing Law: <u>California</u> Venue: <u>Santa Clara County, California</u>

Company: <u>Cabazon Water District</u>
Signed: _____
Printed: _____
Title: _____
Date: _____
Contact Information: Name/Dept.: _____ Address: _____ Phone: _____

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New Business

2. Discussion/Action Item:

[TAB 2]

Fedak & Brown LLP Proposal
for Audit services
(by Board)



**Certified
Public
Accountants**



**Consultants
& Advisors**



CABAZON WATER DISTRICT

Cost Proposal

**For the Years Ending
June 30, 2021—2023
and Optional Years 2024—2025**

Andy Beck, CPA

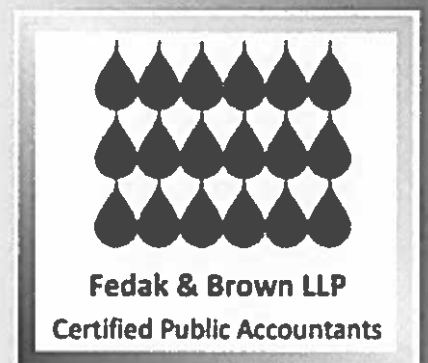
**1945 Chicago Avenue, Suite C-1
Riverside, California 92507**

**6081 Orange Avenue
Cypress, California 90630**

Phone: (657) 214-2307

Email: andy@fedakbrownllp.com

California BOA License Number: 7723





Charles Z. Fedak, CPA, MBA
Christopher J. Brown, CPA, CGMA
Andy Beck, CPA

Fedak & Brown LLP
Certified Public Accountants

Cypress Office:
6081 Orange Avenue
Cypress, California 90630
(657) 214-2307
FAX (714) 527-9154

Riverside Office:
1945 Chicago Avenue, Suite C-1
Riverside, California 92507
(951) 783-9149

March 1, 2021

Mr. Robert Lynk, President of the Board of Directors
Cabazon Water District
14618 Broadway Street
Cabazon, CA 92230

Re: Cost Proposal for Continued Independent Auditor Services

Dear Mr. Lynk:

Based on our understanding of the Cabazon Water District's (District) requirements, our fee for audit services and preparation of the District's State Controllers Report at our discounted rates for the fiscal years ending June 30, 2021 through 2023, and optional years 2024 and 2025 is \$14,525 each year. This fee is an approximate 10% reduction in fees based on our understanding of the District. We are recommending Audit Partner rotation in fiscal year 2021 to maintain freshness of perspective and comply with State requirements.

Our estimate for out-of-pocket expenses is a separate estimate and may not be utilized in total to the amount estimated.

Again, these fees are based on the estimated hours using our discounted hourly rates. The components of this audit services fee proposal and out-of-pocket costs for the years ending June 30, 2021 through 2023 and optional years 2024 and 2025, are itemized in the attached Exhibits.

Our not-to-exceed fee proposal is contingent upon our understanding of your requirements and the assistance we require as noted in our original audit technical proposal.

Additional services not included in this proposal will be based on our discounted billing rates based on the level of experience required. We would execute a separate contract for these services, if they are requested by the District.

I am authorized to make representations for Fedak & Brown LLP and am duly authorized to sign a contract with the District.

Andy Beck CPA

March 1, 2021

Date

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Exhibit I – Proposed Hours and Our Fees

Proposed Hours and Our Fees

We anticipate that, for the years ending June 30, 2021 through 2023, and optional years 2024 and 2025, the audit of the District will approximate 120 hours. These hours, by major area, are summarized as follows:

<u>Audit Steps</u>	<u>Partner</u>	<u>Mngr/Sup</u>	<u>Staff</u>	<u>Total</u>
Planning	2	2	5	9
Control Testwork	2	6	25	33
Substantive Testwork	3	8	35	46
Reporting	8	9	15	32
Total Hours	<u>15</u>	<u>25</u>	<u>80</u>	<u>120</u>

As shown above, we expect approximately 33% of engagement hours to come from the Partners and Managers assigned to the engagement.

Working on the premise that we will be provided with a year-end trial balance, along with an audit package of reconciled balances and supporting schedules of all balance sheet accounts, we expect to perform the audit of the District at fees as stated in the attached Schedule of Professional Fees on Page 3 for the years ending June 30, 2021 through 2023, and optional years 2024 and 2025, respectively.

Our fees are based on the product of the time spent on the engagement and the billing rates of the individuals assigned, plus out-of-pocket costs (such as, report reproductions, typing, postage, travel, copies, telephone, etc.). We will obtain the assistance of the District's personnel to the extent possible and otherwise endeavor to keep these charges to a minimum. We will submit progress billings monthly to your office as our work progresses, which will be due and payable thirty days from the date of the invoice.

Based upon the present size and scope of the activities of the District, we expect to perform the services enumerated above at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audits. We have provided a breakdown of our current hourly rates, which would apply to this engagement on the attached Schedule of Professional Fees on Pages 4 through 6 of this cost proposal.

In accordance with your previous requests, the Office of Management and Budget Circular A-128, and Firm policy, we will maintain our work papers for at least seven years and make them available to the District, state agencies, the General Accounting Office, and other parties upon the direction of the District.

We want the Board to understand that we will provide any assistance and answer any questions that the District's staff or members of the Board may have when they arise for the entire duration of our contract. We find it important to stay abreast of the District's activities and accounting issues during the entire engagement.

We would like to thank you and the Board for the opportunity to submit a proposal for the auditing services of the District. Because of our experience in special districts and our interest in the District, we will provide you with assistance in your operations as well as meet the audit needs of the organization. We will also continually make recommendations on these and other matters that come to our attention. We are proud of the professional services we provide and encourage you to make inquiries to any of our clients about their satisfaction with our services and the quality of our staff.

Exhibit II – Schedule of Professional Fees

<u>Total Audit Fees By Fiscal Year</u>	<u>District Total Audit Service Fees*</u>	<u>District Not-to-Exceed Estimate of Out- of-Pocket Costs**</u>	<u>Preparation of State Contoler's Report</u>	<u>District Not-to-Exceed Total</u>
Fiscal Year 2021	\$ 13,525	500	500	14,525
Fiscal Year 2022	13,525	500	500	14,525
Fiscal Year 2023	13,525	500	500	14,525
Total Three Year Contract Price	\$ <u>40,575</u>	<u>1,500</u>	<u>1,500</u>	<u>43,575</u>
Optional — Fiscal Year 2024	\$ 13,525	500	500	14,525
Optional — Fiscal Year 2025	\$ 13,525	500	500	14,525

* Professional Audit Service Fees - Labor Only

** Estimate of Out-of-Pocket Costs consist of: Travel, Mileage, Postage and Printing Costs - May not be fully utilized

Please note that any additional services requested by the District during the audit period shall be negotiated at the stated hourly rates per year as noted in the following schedules.

Exhibit III – Schedule of Fees By Hours

Fiscal Year 2021 Breakdown of Fees by Hours

	Hours	Hourly Rates	Total
Fiscal Year 2021 Audit of:			
District's Basic Financial Statements			
Partner	15	\$ 160	\$ 2,400
Manager/Supervisor	25	125	3,125
Staff	80	100	8,000
Total Financial Statement Audit for 2021	120		13,525
Out-of-Pocket Expenses (Travel, Postage & Printing)			500
Total Maximum for 2021			\$ 14,025
Optional Items Asked to be Priced by the District			
	Hours	Rates	Total
Preparation of the District's Annual State Controller's Report	4	125	\$ 500
Total Maximum with Optional Item for 2021			\$ 14,525

Fiscal Year 2022 Breakdown of Fees by Hours

	Hours	Hourly Rates	Total
Fiscal Year 2022 Audit of:			
District's Basic Financial Statements			
Partner	15	\$ 160	\$ 2,400
Manager/Supervisor	25	125	3,125
Staff	80	100	8,000
Total Financial Statement Audit for 2022	120		13,525
Out-of-Pocket Expenses (Travel, Postage & Printing)			500
Total Maximum for 2022			\$ 14,025
Optional Items Asked to be Priced by the District			
	Hours	Rates	Total
Preparation of the District's Annual State Controller's Report	4	125	\$ 500
Total Maximum with Optional Item for 2022			\$ 14,525

Exhibit III – Schedule of Fees By Hours

Fiscal Year 2023 Breakdown of Fees by Hours

	Hours	Hourly Rates	Total
Fiscal Year 2023 Audit of:			
District's Basic Financial Statements			
Partner	15	\$ 160	\$ 2,400
Manager/Supervisor	25	125	3,125
Staff	80	100	8,000
Total Financial Statement Audit for 2023	120		13,525
Out-of-Pocket Expenses (Travel, Postage & Printing)			500
Total Maximum for 2023			\$ 14,025
Optional Items Asked to be Priced by the District			
	Hours	Rates	Total
Preparation of the District's Annual State Controller's Report	4	125	\$ 500
Total Maximum with Optional Item for 2023			\$ 14,525

Optional – Fiscal Year 2024 Breakdown of Fees by Hours

	Hours	Hourly Rates	Total
Fiscal Year 2024 Audit of:			
District's Basic Financial Statements			
Partner	15	\$ 160	\$ 2,400
Manager/Supervisor	25	125	3,125
Staff	80	100	8,000
Total Financial Statement Audit for 2024	120		13,525
Out-of-Pocket Expenses (Travel, Postage & Printing)			500
Total Maximum for 2024			\$ 14,025
Optional Items Asked to be Priced by the District			
	Hours	Rates	Total
Preparation of the District's Annual State Controller's Report	4	125	\$ 500
Total Maximum with Optional Item for 2024			\$ 14,525

Exhibit III – Schedule of Fees By Hours

Optional – Fiscal Year 2025 Breakdown of Fees by Hours

	Hours	Hourly Rates	Total
Fiscal Year 2025 Audit of:			
District's Basic Financial Statements			
Partner	15	\$ 160	\$ 2,400
Manager/Supervisor	25	125	3,125
Staff	80	100	8,000
Total Financial Statement Audit for 2025	120		13,525
Out-of-Pocket Expenses (Travel, Postage & Printing)			500
Total Maximum for 2025			\$ 14,025
Optional Items Asked to be Priced by the District			
	Hours	Rates	Total
Preparation of the District's Annual State Controller's Report	4	125	\$ 500
Total Maximum with Optional Item for 2025			\$ 14,525

New Business

3. Discussion/Action Item:

[TAB 3]

Donation Request to FreeConferenceCall.com
for free use of services during the pandemic
(by Director Lynk)



Account Activity Summary

Your total usage across all your free accounts.
[Log into your Online Account](#) to view your account information



192

Total Audio Minutes

We Upgraded Your Account Dashboard! Now It's Even Easier To Customize Your Account.

[See Your Dashboard](#)



13

Total Meetings Hosted

If You Like FreeConferenceCall.com, Please Help Us Help Others By Paying What You Can

[Pay What You Can](#)



34

Total Participants Joined

Share Why You Love FreeConferenceCall.com! Record A Video Testimonial In Seconds!

[Record Testimonial](#)



Features



Screen Sharing



Video



Dedicated Number



Call Detail Reports



Up to 1,000 Callers



24/7 Customer Service



Free Call Recording



Multiple Sharing Options

FAQs

- What are the costs involved in a FreeConferenceCall account?

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Pay What You Can

We bring a truly innovative approach to pricing. We offer world-class audio and video conferencing and we ask that you pay us what you think is fair for that service. If that's nothing right now because you want to try it out or you don't have the means to pay, no worries, we'll be here for you. If you are able to pay something we'd greatly appreciate it. These contributions help us ensure people around the world always have a place to freely share and collaborate.

To say thank you, if you pick any amount \$4 or more we'll throw in One Number.

Suggested Amount

\$4

Per Month

If you like FreeConferenceCall.com, pick this.

Contribute

Average Amount

\$6

Per Month

This is the amount most people select.

Contribute

OL 10 89

Market Rate*

\$15

Per Month

If you would like to pay market rate, pick this.

Contribute

Pay What You Can

Enter Monthly Amount

Want to select a custom amount, pick this.

Contribute

Need to keep it free for now? No worries, the FreeConferenceCall.com community has you covered.

* This is about what Zoom & GoToMeeting charge for a comparable tool

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Old Business

1. Discussion/Action Item:

[TAB 4]

Chick-fil-A Development (by GM Louie)

- Update on Cabazon Water District Team engaged in a conference call with Chick-fil-A's (CFA) engineers' Team on Wednesday, 03/10/2021.
- Reimbursement of extending the main pipeline beyond CFA's frontage.
- Board to agree on the percentage, tentative to the estimated cost, and consider whether a credit or reimbursement to CFA's in a manner for CFA to determine.