



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

August 21, 2024

BOARD OF DIRECTORS

W. SCOTT KELLERMAN
Division 1

DON WILSON
Division 2

CYNTHIA SANCHEZ
Division 3

KATHY MAC LAREN-GOMEZ
Division 4

VINCENT DINO
Division 5

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDER LLP
Attorneys



**AGENDA FOR REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE PALMDALE WATER DISTRICT
TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE
MONDAY, AUGUST 26, 2024
6:00 p.m.**

NOTES: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Danielle Henry at 661-947-4111 x1059 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, an interpreter will be made available to assist the public in making **comments** under Agenda Item No. 4 and any action items where public input is offered during the meeting if requested at least 48 hours before the meeting. Please call Danielle Henry at 661-947-4111 x1059 with your request. (PWD Rules and Regulations Section 4.03.1 (c))

Adicionalmente, un intérprete estará disponible para ayudar al público a hacer **comentarios** bajo la sección No. 4 en la agenda y cualquier elemento de acción donde se ofrece comentarios al público durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Danielle Henry al 661-947-4111 x1059 con su solicitud. (PWD reglas y reglamentos sección 4.03.1 (c))

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale or on the District's website at <https://www.palmdalewater.org/governance/board-activity/2023-meeting-agendas-minutes/> (Government Code Section 54957.5). Please call Danielle Henry at 661-947-4111 x1059 for public review of materials.

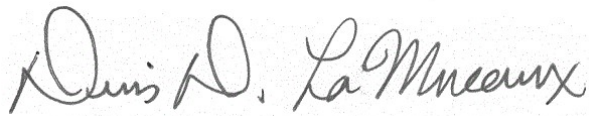
PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to conduct its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public Comments for Non-Agenda Items.

- 5) Presentations:
 - 5.1) None at This Time.
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
 - 6.1) Approval of Minutes of Regular Board Meeting held August 12, 2024.
 - 6.2) Payment of Bills for August 26, 2024.
 - 6.3) Approval of Site Host Agreement with EV Charging Solutions, Inc. (No Budget Impact – Facilities Manager Wall)
 - 6.4) Approval of Consulting Services Agreement with TerraVerde Energy, LLC for Services regarding the Management of the Tesla Battery Systems. (\$7,080.00 – Budgeted – Facilities Manager Wall)
 - 6.5) Approval of Resolution No. 24-9 being a Resolution of the Board of Directors of the Palmdale Water District Approving the Antelope Valley State Water Contractors Association USGS Program Restricted Budget for Fiscal Year 2024/2025. (\$4,962.00 – Budgeted – Finance Manager/AVSWCA Controller Hoffmeyer)
 - 6.6) Approval of Reclassification of the Plant Operator III Position to Operations Supervisor. (No Budgeted Impact – Human Resources Director Garcia/Personnel Committee)
- 7) Action Items – Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 7.1) Consideration and Possible Action on Approval of Amendment No. 1 to Professional Services Agreement with SoCal SCADA for the SCADA Master Planning Project. (\$93,196.00 – Not-to-Exceed – Non-Budgeted – Project No. 24 – 616 – Acting Assistant General Manager Rogers)
 - 7.2) Consideration and Possible Action on Approval of New Method to Calculate the District’s Coverage of Benefit Premiums. (No Budget Impact – Human Resources Director Garcia/Personnel Committee)
 - 7.3) Consideration and Possible Action on Authorization of the Following Conferences, Seminars, and Training Sessions for Board and Staff Attendance within Budget Amounts Previously Approved in the 2024 Budget:
 - a) Society for Human Resources Management (SHRM) Annual Conference & Expo to be held June 29 – July 2, 2025 in San Diego, CA.
- 8) Information Items:
 - 8.1) Reports of Directors:
 - a) Standing Committees; Organization Appointments; Agency Liaisons:
 - 1) Antelope Valley East Kern Water Agency (AVEK) Meeting – August 13. (Director Dino, Board Liaison/President Mac Laren-Gomez, Alt.)

- 2) Special Districts Association of North Los Angeles County (SDANLAC) Board Meeting – August 14. (Director Dino, CSDA Chapter President)
 - 3) Palmdale Fin & Feather Club Meeting – August 17. (Director Wilson/Director Kellerman, Alt.)
 - 4) Finance Committee Meeting – August 20. (Director Wilson, Chair/Director Kellerman/Director Sanchez, Alt.)
- b) General Meetings Reports of Directors.
- 8.2) Report of General Manager.
- a) Department Activity Updates:
 - 1) Engineering Department. (Acting Assistant General Manager Rogers)
 - b) August 2024 Written Report of Activities through July 2024.
- 8.3) Report of General Counsel.
- 9) Board Members' Requests for Future Agenda Items.
- 10) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dh



BOARD MEMORANDUM

DATE: August 26, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Wendell Wall, Facilities Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: *APPROVAL OF SITE HOST AGREEMENT WITH EV CHARGING SOLUTIONS, INC. (NO BUDGET IMPACT – FACILITIES MANAGER WALL)*

Recommendation:

Staff recommends that the Board approve the Site Host Agreement with EV Charging Solutions, Inc. (EVCS) to host 3 new electrical vehicle charging stations.

Alternative Options:

The District can continue with the current system.

Impact of Taking No Action:

The District will continue with Charge Point which has provided poor customer support/service to the District.

Background:

The Facilities Department was tasked with seeking a grant(s) to cover the cost of replacing the current electrical charging systems, of which we have two level II chargers and one DC fast charger which has not worked in over five years. Staff contacted Antelope Valley Air Quality Management which put us in contact with EVCS. EVCS offered the District a turnkey system which will be at no cost to the District as a Site Host. The District will be replacing the current systems in place and installing one additional level II charger for District employees.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence.
This item directly relates to the District’s Mission Statement.

Budget:

This item has no budget impact.

Supporting Documents:

- EVCS Site Host Agreement



SITE HOST AGREEMENT

This Site Host Agreement (hereafter the “**Agreement**”) is effective as of July 18 2024 (hereafter the “**Effective Date**”) by and between EV Charging Solutions, Inc., a California for benefit corporation with its principle at 11800 Clark Street, Arcadia, California 91006 (hereafter “**EVCS**”), and Palmdale Water District with its principal place of business located at 2029 E Ave O, Palmdale, CA 93550 (hereafter “**Site Host**”). EVCS and Site Host may collectively be referred to herein as the “**Parties**” or individually as “**Party**.”

RECITALS

WHEREAS, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging (“**DCFC**”) stations used for charging and/or recharging electric vehicles (hereafter the “**Equipment**”); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, Site Host wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property (hereafter “**Property**” and/or “**Site**”) in the location more specifically identified herein and also wishes to allow public use of the Equipment; and

WHEREAS, the Parties wish to collaborate by utilizing their respective resources to promote the electric transportation sector; and

WHEREAS, the Parties wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the Property as more fully described below; and

WHEREAS, the Parties desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for ten (10) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

1. Recitals

The Parties agree that the foregoing Recitals are true, correct, and accurate.

2. EVCS’ General Obligations for Equipment and Services



EVCS shall provide the following equipment and services at EVCS sole expense:

- a) Purchase of the Equipment (consisting of 1 **DCFC Stations** and 4 **Level II Stations**), the general specifications for which are detailed in **Exhibit A** together with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Equipment in accordance with this Agreement (the Parties agree that the Equipment delivered to the Property shall be the same or similar to the equipment detailed in **Exhibit A**);
- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified and identified by Site Host (the “**Project Site**”) and performed by qualified and licensed contractor(s) in accordance with local codes, permitting, and inspection requirements, as detailed in **Exhibit B**. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS’ electrical contractor in accordance with Site Host’s written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) In EVCS’ sole discretion, design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public use of the Equipment to charge electric vehicles;
- g) Periodic reports to Site Host on the utilization of the Equipment; and
- h) Return the Refundable Deposit (as defined below) to Station Host upon successful installation of the Equipment, which shall be defined as installation, final inspection approval and energizing of the Equipment for its intended use.



3. Site Host General Obligations

Site Host shall undertake the following, at Site Host's sole expense:

- a) Provide full, complete and unfettered access to EVCS for the placement, use, and operation of the Equipment at the Project Site for the full term of this Agreement, provided that such access does not hinder or interfere with Site Host's access and use of the Property;
- b) A five thousand dollar (\$5,000) refundable deposit (hereafter “**Refundable Deposit**”) to EVCS is waived.
- c) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment, provided that such construction access does not hinder or interfere with Site Host's access and use of the Property;
- d) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;
- e) Allow full, complete and unfettered ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data, provided that such ongoing access does not hinder or interfere with Site Host's access and use of the Property;
- f) Will not knowingly allow the Equipment to be, and will take all reasonable steps to prevent the Equipment from being opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;
- g) Will not sell, alienate, hypothecate, transfer, assign, encumber or otherwise pledge the Equipment;
- h) Use best efforts to prevent damage and vandalism of any type to the Equipment;
- i) Will not, and will not permit or allow any third party to, open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;
- j) Will not, and will not permit or allow any third party to, uninstall the Equipment;
- k) Allow EVCS and its approved contractors full, complete and unfettered access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment, provided that such access does not hinder or interfere with Site Host's access and use of the Property;



- l) Cause the Project Site to be maintained in a clean, safe, and orderly condition, utilizing at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- m) Assign to EVCS all right, title and interest in and to all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; including, but not limited to, (a) rebates or other payments based in whole or in part on the cost or size of equipment, (b) performance-based incentives paid as periodic payments, (c) tax credits, grants or benefits, and (d) any other attributes, commodities, revenue streams or payments, in each of (a) through (d) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.
- n) Assign EVCS all right, title and interests in and to environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; including, but limited to electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights.
- o) Assign EVCS all right, title and interest in and to the enrollment of the Equipment into a demand response program and any and all economic benefit arising from such an enrollment. If demand response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost of electricity described in paragraph 4 and subchapter d (4.d.) and demand charges described in paragraph 4 and subchapter e (4.e.) and if the demand response credits are in excess of demand charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS.
- p) Shall fully cooperate and promptly communicate with EVCS during the entire time period required by EVCS to complete the preparation of the Project Site and the installation of the Equipment. Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. Site Host further understands and acknowledges that the timeframe for completion of the Equipment installation is in part dependent on third parties, such as utility providers, rebate and permitting authorities and grant organizations, and thus the amount of time it takes to complete installation of the Equipment at the Project Site is often outside of EVCS' control. Thus, Site Host agrees that its cooperation as described above is of the essence of this Agreement, and the breach of these provisions shall be a material breach that shall cause substantial harm to EVCS.
- q) Provide EVCS with prompt notified of the sale or transfer of the Project Site, which notice shall include current contact information of the buyer or transferee.



4. Revenue Sharing

The Parties agree that:

- a) The Equipment installed by EVCS is intended to generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host.
- b) EVCS shall, in its discretion, determine the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will collect the proceeds generated from the sale of electricity from the Equipment placed with the Site Host and pay Site Host **\$0.03** (three cents) for each kWh of electricity sold to customers utilizing the DCFC and Level II Equipment plus 100% of the cost of electricity utilized by the Equipment; in the event the Site Host is responsible for paying for the cost of such electricity usage. Site Host may, in Site Host's discretion, offer certain customers free or discounted charging rates, provided, however, that EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by such discounts. In the event there is a balance owed from Site Host to EVCS as a result of such discounts, Site Host shall remit payment to settle said balance within ninety (90) days of receipt of a request for payment from EVCS.
- d) In the event Site Host incurs any utility provider assessed incremental demand charges strictly in connection with the operation of the installed Equipment, Site Host shall present these charges, including any support and back-up documentation that substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these substantiated charges within ninety (90) days of receipt of a request for payment from EVCS.
- e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment.
- f) EVCS will use commercially reasonable efforts to install a separate electric meter as allowed by the utility provider at the Property through which electrical costs shall be tracked. In the event EVCS deems installing a separate meter is impractical or uneconomical for any reason, the Equipment shall be connected to Site Host's existing electrical meter. In order to allow EVCS to perform the necessary revenue sharing calculations, and reimburse any electrical costs, Site Host will provide EVCS with a hard copy or electronic/digital copy of Site Host's electricity bills or will allow EVCS to view the bills electronically on an on-going basis. In the event EVCS is unable to obtain copies of the electricity bills, or copies are not provided by the Site Host, then EVCS, in its sole discretion, may either (i) withhold payment until the electricity bills are provided, or (ii) calculate the amount of reimbursement for electricity using information available to EVCS from the administrative panel (*i.e.*, which indicates the amount of electricity that was dispensed by the charger(s)) and then assign, in its sole discretion, a per kWh value that will be multiplied by the amount of electricity



dispensed by the charger(s). If EVCS chooses the above second option, then (a) once such calculation is made EVCS shall issue reimbursement for electricity based thereon, and (b) if the Site Host thereafter provides copies of appropriate electricity bills to EVCS, then EVCS will true up the calculation and issue payment for any resulting shortfall for the prior 12 months of activity from the date of electricity bills being submitted to EVCS.

- g) EVCS will have forty-five (45) days after the end of each calendar quarter, to remit the appropriate revenue share payment to Site Host. The billing cycle will begin on the first day of the quarter and end on the last day of that same calendar quarter. EVCS shall provide Site Host with a quarterly accounting statement within forty-five (45) days following the end of the previous quarter indicating the total amount of revenue generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.
- h) Notwithstanding anything to the contrary in this Section 4, if the total quarterly amount owed to Site Host is less than one hundred dollars (\$100), then EVCS may, in its sole discretion, choose to withhold payment payout to the Site Host until at least one hundred dollars (\$100) is due to Site Host.
- i) See Exhibit D for Site Host ACH payment information. If such information is provided, EVCS shall make all required payments via ACH direct deposit, until further notice from Site Host.

5. Term of Agreement:

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) ten (10) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

a) Optional Ten (10) Year Extension Option

At least ninety (90) days but no earlier than one hundred & eighty (180) days prior to the expiration of the initial Term, EVCS reserves the right to provide written notice of Ten-Year Extension to Site Host. In the event of said Ten-Year Extension, EVCS reserves the right to replace the Equipment at the Project Site with Equipment that is comparable or better to Equipment that was previously installed. If EVCS notifies the Site Host of such intent EVCS will then replace the Equipment no later than one hundred & twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become the exclusive property of EVCS. If EVCS elects to replace the Equipment, this will cause the



termination date of the Agreement to extend for an additional ten (10) year term from the expiration of the initial Term. If the existing Equipment is replaced with new Equipment during or at the conclusion of the original Term, site host grants all interest to EVCS of any rebate(s) and/or environmental credits associated with the equipment replacement.

b) Automatic One (1) Year Renewal Clause

Provided EVCS (or the Parties) have not exercised the Ten (10) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

c) Early Termination Clause

This Agreement may be terminated upon 30 (thirty) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment, at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.

In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months following the Agreement Date, provided that Site Host's rights to terminate under this section shall terminate upon the Commencement Date.

6. Ownership of Equipment and Content

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the "Content") is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment at no cost to the Site Host.

7. Installation Activities

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

8. Limitations on Use of Project Site

The Project Site and related parking spaces made available to the Project Site may be used
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for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides to other users of Site Host's parking facilities.

9. Utility Charges

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

10. Allocation of Environmental Benefits

Site Host assigns to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten (10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.

11. Signage

Upon consultation with Site Host, EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate.

12. Publicity

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

13. Media Content

It is agreed that EVCS shall have sole control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will use commercially reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

14. Indemnification

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, or employee of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence or willful misconduct of EVCS, its contractors, agents, or employees. EVCS' indemnification obligations herein

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shall extend only up to the limit of any insurance coverage held by EVCS and insuring it against any such liability. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed.

- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees in relation to the Equipment or the Project Site. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

15. Breach and Opportunity to Cure

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement prior to the Termination Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated.

16. Limitation of Liability

NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE EQUIPMENT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. EVCS SHALL

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NOT BE LIABLE TO THE SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.

17. Disputes

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts within Los Angeles County, California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be within Los Angeles County, California; and (iv) the parties must submit the dispute to mediation held within the City of Los Angeles. Every mediation must be completed within 3 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 3-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

18. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:



FOR EVCS:

EV Charging Solutions, Inc.
Attn: Thais Grossi
11800 Clark Street
Arcadia, California 91006
thaisg@evcs.com
323.400.EVCS (3827)

Salesperson: _____

Rebate Program: _____

SITE HOST:

SECONDARY/EMERGENCY CONTACT:

Company: _____

Company: _____

Attn: _____

Attn: _____

Add.1: _____

Add. 1: _____

Add. 2: _____

Add. 2: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

19. Successors and Assigns

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

20. Entire Agreement

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.



IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS

SITE HOST

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

Veefil^{RT}



With the flexibility of different colours and branding design, the Veefil-RT is easily adapted to suit your corporate image.

50kW SPECIFICATIONS

3 YEAR WARRANTY

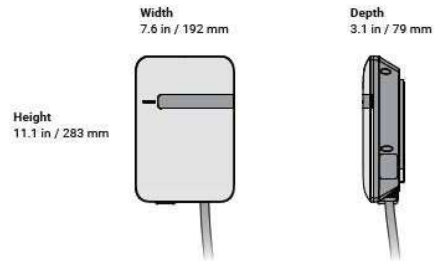
CONNECTORS	CHAdeMO and CCS (Type 1 or 2)
POWER	Up to 50kW
SUPPLY INPUT	3Ø - 480 V AC 3ø
SUPPLY FREQUENCY	50-60 Hz
IP RATING	IP65
EFFICIENCY	>92%
POWER FACTOR	0.99
OPERATING TEMPERATURE	-35°C to 50°C
NETWORK CONNECTION	3G and Gigabit Ethernet
RFID	MIFARE ISO/IEC14443A/B, ISO/IEC15693, ISO/IEC18000-3, FelICA, NFC, EMV 2.0
COMMUNICATION PROTOCOL	OCPP 1.5 and 1.6J
WEIGHT	165 kg
ELECTRICAL PROTECTION	Short circuit, Over voltage, RCD
DIMENSIONS	2000(H) x 750(W) x 330(D) mm
FREIGHT	24 units per 20' container
CERTIFICATION	CE, UL, CHAdeMO, RCM, FCC, IC



trium.com.au Australia | USA - Netherlands
Email: enquiry@trium.com.au | WorldWide: +61 (0)7 329 4389 (Europe) +351 933 229 898
Veefil is a registered trademark of Tritium Pty Ltd. © 2018 Tritium Pty Ltd



noodoe EV



SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	7 kW
Output power	32 A @208~240 Vac, 1-phase
Vehicle connector	SAE J1772
Charging cable length	25 feet / 7.6 m
Input power	1-phase, 3-wire, 208~240 Vac, 32 A maximum
Grounding system	TN, TT
Efficiency	> 99%
Power factor	> 0.99
Display	LED indicator, OLED, 20 characters, 2 lines
Communication protocol	OCPP 1.6 JSON
Network connectivity	Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B, ISO 15693
NEMA enclosures(NEMA)	NEMA 4
Impact protection	IK10
Electrical protection	Over voltage protection, under voltage protection, surge protection, ground fault protection, residual current device, short circuit protection, over current protection, over temperature protection
Operating temperature	-22 °F to +122 °F / -30 °C to +50 °C
Dimensions	7.6 (W) x 11.1 (H) x 3.1 (D) in 192 (W) x 283 (H) x 79 (D) mm
Weight	11 lbs / 5 kg
Certifications	UL, FCC, Energy Star

Noodoe EV OS



Noodoe Inc.
9896 Bissonnet,
Suite 440
Houston, TX 77030,
United States
+1 281-888-3429
info@noodoe.com
noodoe.com



EXHIBIT B – Project Site Info

Utility/Electric Provider (e.g., PG&E, SCE, LA DWP): _____SCE_____

Electric Provider Acct. #: _____

Total Estimated Parking Spaces: _____/ Estimated Number of ADA Spaces: _____

Other: _____



EXHIBIT D – Site Host Banking Information (for ACH Payment Purposes)

Name on Account: _____

Name of Bank: _____

Bank Routing Number: _____

Account Number: _____



BOARD MEMORANDUM

DATE: August 26, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Wendell Wall, Facilities Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: *APPROVAL OF CONSULTING SERVICES AGREEMENT WITH TERRAVERDE ENERGY, LLC FOR SERVICES REGARDING THE MANAGEMENT OF THE TESLA BATTERY SYSTEMS. (\$7,080.00 – BUDGETED – FACILITIES MANAGER WALL)*

Recommendation:

Staff recommends that the Board approve the Consulting Services Agreement with TerraVerde Energy, LLC pertaining to the management of the four battery energy storage systems provided by Tesla.

Alternative Options:

The District can choose not to approve this Agreement, but this will result in staff's inability to understand the battery energy storage systems and assess whether the District will benefit from assuming all responsibility of maintaining the systems after the 5-year agreement with Tesla.

Impact of Taking No Action:

Staff will lack knowledge on the operation of the Tesla Battery systems and how they work in conjunction with the District's current power source such as stand-by generators.

Background:

In 2020, Palmdale Water District entered into agreements with Tesla regarding the installation of (4) battery energy storage systems, leveraging incentives through California's Self-Generation Incentive Program. The Facilities department was previously informed that training on how these systems work in conjunction with District power sources was hands off.

The District recognizes the importance for the Facilities department to understand exactly how the Tesla battery system works and to learn more as to what incentives the system provides to the District TerraVerde's proposed Scope of Work will address the following:

- What benefits these systems intend to provide the District (e.g., backup power benefits, energy cost savings, revenue from grid service participation.)
- How these systems are designed to operate in concert with the District's wider energy systems at these sites (e.g., with other controls and backup generation systems)
- What obligations Tesla has to the District.
- What requirements (if any) the District has in the ongoing operations of these systems.

August 26, 2024

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability.

This item directly relates to the District’s Mission Statement.

Budget:

This is budgeted under Project No. 1-04-4235-415 with the service fee totaling \$7,080.00.

Supporting Documents:

- August 26, 2024 Consulting Services Agreement between Palmdale Water District and TerraVerde Energy, Inc.
- June 28, 2020 Tesla Grid Services Agreements

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”), is entered into as of this 26th day of August, 2024 (the “Effective Date”), by and between Palmdale Water District, hereinafter referred to as (“Client”) and TerraVerde Energy, LLC, hereinafter referred to as (“Consultant”).

Client and Consultant are sometimes collectively referred to herein as the “Parties” or singularly by their individual names or as a “Party”.

RECITALS

Client desires to engage Consultant to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **The Services.** Client hereby agrees to engage Consultant as an independent contractor to provide the services set forth in the scope of work attached hereto as Exhibit “A” and incorporated herein by this reference (collectively, the “Services”).

2. **Compensation.** As consideration for the performance of the Services, Client shall pay Consultant a fee as described in Exhibit A (the “Service Fees”). In addition, Client shall reimburse Consultant for reasonable expenses directly related to the performance of the Services (e.g., travel expenses, legal fees, etc.). The Services Fee and any additional expenses shall be paid by Client to Consultant within thirty (30) days of receipt of an invoice for the same. Should any payment remain unpaid when due, a monthly service charge of 1.5% will be charged until the bill is paid in full and it shall constitute a material breach of this Agreement. Further, Consultant shall have the right to stop work if any payment is not made, when due, to Consultant, and Consultant may, after thirty (30) calendar days written notice of non-payment, keep the job idle until all payments due are received. These remedies are in addition to any other right or remedy that the consultant may have. Client shall be responsible for any damage resulting from its failure to make timely payment hereunder or for any delay due to Consultant’s exercise of the right to stop work pursuant hereto.

All billing communications shall be directed to the following Client contact:

Name: _____

Title: _____

Email Address: _____

Phone Number: _____

3. **Independent Contractor.** In the performance of the Services provided pursuant to this Agreement, the Parties agree and acknowledge that Consultant shall at all times be deemed to be an independent contractor of Client. No deductions shall be made from the payments made by Client to Consultant, including, but not limited to, withholding or other employment taxes, social security, state and federal unemployment contributions, or state or federal income tax or disability insurance contributions.

4. **Term and Termination.** This Agreement shall be effective as of the Effective Date, and shall continue in effect thereafter until Consultant has satisfactorily performed the Services in full in accordance with the terms of this Agreement, unless earlier terminated pursuant to this Section 4 (the "Term"). Client may immediately terminate this Agreement if Consultant (i) is dissolved, (ii) fails to timely perform the Services in a commercially reasonable manner and such failure continues for a period of ten (10) business days after Consultant receives written notice of such failure, or (iii) materially breaches any provision of this Agreement, and fails to cure that breach within ten (10) business days of receiving written notice of such breach. Consultant may immediately terminate either this Agreement if Client (i) is dissolved, or (ii) materially breaches any provision of this Agreement, and fails to cure that breach within ten (10) business days of receiving written notice of such breach.

5. **Insurance.** Consultant shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance against all claims of bodily injury, death, or property damage with coverage at least equivalent to a combined single limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and automobile liability insurance, if applicable, with coverage at least equivalent to \$1,000,000 each accident, \$1,000,000 each occurrence.

6. **Indemnification.** Each Party shall defend, indemnify and hold the other Party, its officers, directors, members, employees and agents harmless from and against any and all liability, loss, expense, cost, attorneys' fees or claims (collectively, "Claims") relating to, arising out of, of or incurred in connection with the negligence or willful misconduct of the Party or a material breach by the Party of this Agreement; provided, however, that a Party shall not be indemnified for Claims to the extent due to the negligence or willful misconduct of such Party or a material breach by such Party of this Agreement. The Parties agree that either Party's total liability under this Agreement, including the provisions contained in this Section 6, shall not exceed the total compensation paid to Consultant under this Agreement. Under no circumstances shall Consultant be liable to Client under the terms of this Agreement for any indirect or consequential damages.

7. **Intellectual Property.** Any code or software used by Consultant and deemed to be proprietary by Consultant as part of delivering services under this Agreement shall remain the sole exclusive property of Consultant.

8. **Conflicts of Interest/Compliance with AB 334.** Consultant's Services under this Agreement shall not include preparing or assisting the Client with any portion of Client's preparation of a request for proposals, request for qualifications, or any other solicitation

regarding a subsequent or additional contract with Client. Client shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of a subsequent project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the Client to ensure that all, if applicable, bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

9. **Compliance with Laws.** Client and Consultant agree to comply with all applicable statutes and regulations, both state and federal, applicable to the operation and administration of this Agreement and the Services.

10. **Entire Agreement.** This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

11. **Amendments.** No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing of the Parties.

12. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assignees of the respective Parties.

13. **Assignment.** Consultant shall be permitted to freely assign this Agreement to either (a) one of its affiliates or subsidiaries or (b) any entity succeeding to substantially all the assets or business of Consultant whether by merger, consolidation, acquisition or otherwise.

14. **Governing Law; Venue.** This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California. The Parties hereby irrevocably consent to the jurisdiction of the state courts located in San Francisco County, California and federal courts located in the City of Oakland, California, in any action arising out of or relating to this Agreement, and waive any other venue to which either Party might be entitled by domicile or otherwise.

15. **Counterparts.** This Agreement may be signed by the Parties in different counterparts, which together shall constitute one agreement, even though all Parties may not have signed the same counterpart.

16. **Attorneys' Fees.** In the event that any action, including mediation or arbitration, is brought by either Party hereto to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to its costs and reasonable attorneys' fees and costs incurred therein from the non-prevailing Party in addition to such other relief as the court or arbitrator may deem appropriate.

17. **Waiver.** A waiver of any breach of this Agreement by any Party to this Agreement shall not constitute a continuing waiver, or of any subsequent breach of the same, or of any breach of another provision of this Agreement.

18. **Notices.** All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of receipt, if sent by facsimile to the person to whom notice is to be given at the facsimile number set forth below, or (iii) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid, addressed as follows:

To Client: Palmdale Water District
2029 E Ave Q
Palmdale, CA 93550
Attn: Wendell Wall
E-mail: wwall@palmdalewater.org

To Consultant: TerraVerde Energy, LLC
1300 22nd Street, Unit 401
San Francisco, CA 94107
Attn: Ali Chehrehbaz
E-mail: ali@terraverde.energy

A Party or other designated recipient may change its address by notifying the Parties and other designated recipients of its new address in accordance with the procedures set forth in this Section 18.

19. **Further Acts.** Each Party agrees to do all acts and things and to make, execute and deliver such written instruments as shall be reasonably necessary to carry out the terms and provisions of this Agreement and to complete the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CONSULTANT: TerraVerde Energy, LLC.

Name: David Burdick
Title: President, Asset Management

Consultant Signature: _____ **Date:** _____

CLIENT: Palmdale Water District

Name: _____
Title: _____

Client Signature: _____ **Date:** _____

Exhibit “A”
Services & Fees

Background

In 2020, Palmdale Water District enter into agreements with Tesla regarding the installation of (4) battery energy storage systems, leveraging incentives available through California’s Self-Generation Incentive Program (SGIP).

Site	Battery Size (kW / kWh)
45THBST 36510 45TH ST E	630 / 3016
STA 3MGBST 850 E Ave S	248 / 1392
STA UBST 36336 EL CAMINO DR	140 / 696
STA W5 1036 BARREL SPRINGS RD	210 / 928

Scope of Work

Task 1. Data Collection	<ul style="list-style-type: none"> a. Coordinate with the District (or Tesla, as directed by the District) to collect any documentation or data necessary to complete the assessment b. Organize data and documents and share with the District for its own record-keeping
Task 2. Portfolio Assessment	<ul style="list-style-type: none"> a. Review the following (as available): <ul style="list-style-type: none"> i. Product Purchase Agreements ii. O&M Agreements iii. Grid Services Agreements iv. Project Drawings v. Other relevant data and documents b. Summarize key terms of these agreements, especially findings with regards to <ul style="list-style-type: none"> i. What benefits these systems are intended to provide to the District (e.g., backup power benefits, energy cost savings, revenues from grid services program participation) ii. How these systems are designed to operate in concert with the District wider energy systems at these sites (e.g., with other controls and backup generation systems) iii. What obligations Tesla has to the District iv. What requirements (if any) the District has in the ongoing operation of these systems

**Task 3.
Presentation of
Findings**

- a. Document findings in the form of a PowerPoint Presentation
- b. Deliver the presentation and materials collected in Task 1 to the District
- c. Meet with the District via Zoom to present and discuss the findings

Fee Proposal

TerraVerde's fee shall be \$7,080; due upon delivery of the Findings Presentation.



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: Palmdale Water District

Street Address: 1036 E Barrel Springs Rd. Palmdale, CA 93550 (JB-9356679-00)

Signatory Name: Adam Ly

Signatory Phone Number: 16615621062

NDA: June 28, 2020

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: July 2, 2020

Site: 1036 E Barrel Springs Rd. Palmdale, CA 93550 (JB-9356679-00)

Signed by

Buyer:

Your signature:

Title:

Assistant GM

Date:

Jan 6, 2021

Tesla, Inc.:

By:

Title:

Sr. Director, Energy Operations

Date:

January 6th, 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 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 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.



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: Palmdale Water District

Street Address: 36336 El Camino Dr. Palmdale, CA 93551, US (JB-9356678)

Signatory Name: Adam Ly

Signatory Phone Number: 16615621062

NDA: June 28, 2020

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: June 30, 2020

Site: 36336 El Camino Dr. Palmdale, CA 93551, US (JB-935

Signed by

Buyer:

Your signature:

Title:

Assistant GM

Date:

Jan 6, 2021

Tesla, Inc.:

By:

Title:

Sr. Director, Energy Operations

Date:

January 6th, 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 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 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.



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: Palmdale Water District

Street Address: 36510 45TH ST E. Palmdale, CA 93550, US (JB-9356680-00)

Signatory Name: Adam Ly

Signatory Phone Number: 16615621062

NDA: June 28, 2020

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: June 30, 2020

Site: 36510 45TH ST E. Palmdale, CA 93550, US (JB-93566)

Signed by

Buyer:

Your signature:

Title:

Assistant GM

Date:

Jan 6, 2021

Tesla, Inc.:

By:

Title:

Sr. Director, Energy Operations

Date:

January 6th, 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 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 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.



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: Palmdale Water District

Street Address: 850 E Ave S. Palmdale, CA 93550 (JB-9356665-00)

Signatory Name: Adam Ly

Signatory Phone Number: 16615621062

NDA: June 28, 2020

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: July 2, 2020

Site: 850 E Ave S. Palmdale, CA 93550 (JB-9356665-00)

Signed by

Buyer:

Your signature:

Title:

Assistant GM

Date:

Jan 6, 2021

Tesla, Inc.:

By:

Title:

Sr. Director, Energy Operations

Date:

January 6th, 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:

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(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.

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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.

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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.



BOARD MEMORANDUM

DATE: August 26, 2024

TO: **BOARD OF DIRECTORS**

FROM: Mr. Dennis J. Hoffmeyer, Finance Manager/CFO

VIA: Mr. Dennis D. LaMoreaux, General Manager

RE: ***APPROVAL OF RESOLUTION NO. 24-9 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT APPROVING THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION USGS PROGRAM RESTRICTED BUDGET FOR FISCAL YEAR 2024/2025. (\$4,962.00 – BUDGETED – FINANCE MANAGER/AVSWCA CONTROLLER HOFFMEYER)***

Recommendation:

Staff recommends the Board approve Resolution No. 24-9 Approving the Antelope Valley State Water Contractors Association (AVSWCA) USGS Program Restricted Budget for Fiscal Year 2024/2025.

Alternative Options:

There are no alternative options.

Impact of Taking No Action:

The AVSWCA USGS Restricted Budget will not be approved.

Background:

The Commissioners for the AVSWCA approved their USGS Program Restricted Budget for fiscal year 2024/2025 at their August 8, 2024 meeting. Per the Joint Powers Agreement that created the AVSWCA, the governing body of each member agency must also approve the Budget. The Budget is then deemed effective upon receipt by the AVSWCA of certified copies of the approving resolution from each member agency.

The District approved the AVSWCA's General Operating Budget on July 8, 2024, with Resolution No. 24-8. This Restricted Budget includes funds for the USGS Groundwater Monitoring and California Statewide Groundwater Elevation Monitoring (CASGEM) Program.

The Antelope Valley Watermaster has agreed to become the administrator of the USGS/CASGEM Program and requested assurance from the AVSWCA and the Antelope Valley Integrated Regional Water Management Plan Group (AVIRWM) that both Agencies will continue to support the Program at their current cost share levels for an additional three to five years. The AVSWCA approved continued cost-sharing support of this Program at their February 11, 2021, meeting, and an amended AVIRWM MOU was approved on July 8, 2024 continuing the cost-sharing support of the USGS Program through 2026/27 program year. The current cost shares are as follows: AVSWCA - 50%, AVIRWM - 25%, and the Antelope Valley Watermaster - 25%.

August 26, 2024

The AVSWCA’s cost share of this Program for 2024/2025 is \$38,465.00, and staff anticipates an annual cost of \$35,000.00 - \$40,000.00 for years 2025-2026 based on the same cost share level.

Based on the current policy to use State Water Project Table “A” percentages to determine the split among the member agencies, the \$38,465.00 will be split and billed as follows:

AVEK:	\$ 32,965.00 (85.7%)
PWD:	4,962.00 (12.9%)
LCID:	<u>538.00 (1.4%)</u>
TOTAL:	\$ 38,465.00

No additional funds are requested for the Big Rock Creek Joint Groundwater Recharge Program as funds remain in this account. AVSWCA staff will review the future needs of this program and/or alternate project. When that is done, this may require additional funding and will be returned for acceptance by the member agencies at that time.

Strategic Plan Initiative/Mission Statement:

The District’s involvement in the AVSWCA is part of Strategic Initiative No. 5 – Regional Leadership.

This item directly relates to the District’s Mission Statement.

Supporting Documents:

- Resolution No. 24-9 Approving AVSWCA USGS Program Restricted Budget for Fiscal Year 2024/2025
- AVSWCA Proposed USGS Program Restricted Budget for Fiscal Year 2024/25
- USGS Cooperative Water Program Breakdown (October 1, 2024 – September 30, 2025)

RESOLUTION NO. 24-9

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PALMDALE WATER DISTRICT
APPROVING THE ANTELOPE VALLEY
STATE WATER CONTRACTORS ASSOCIATION
USGS PROGRAM RESTRICTED BUDGET FOR FISCAL YEAR 2024/2025**

WHEREAS, the Palmdale Water District, along with the Antelope Valley-East Kern Water Agency and the Littlerock Creek Irrigation District, is a member agency of the Antelope Valley State Water Contractors Association formed by a Joint Powers Agreement dated May 26, 1999; and

WHEREAS, said Joint Powers Agreement provides for the formulation and adoption of a budget for the Antelope Valley State Water Contractors Association and approval of said budget by its members; and

WHEREAS, the Antelope Valley State Water Contractors Association unanimously adopted a United States Geological Survey (USGS) Program restricted budget for fiscal year 2024/2025 at their regular meeting held August 8, 2024, which includes an allocation among the member agencies and funds for the USGS Groundwater Monitoring and California Statewide Groundwater Elevation Monitoring Program.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Palmdale Water District hereby approves the 2024/2025 USGS Program restricted budget, and allocation of budgeted funds adopted by the Antelope Valley State Water Contractors Association.

I certify that this is a true copy of Resolution No. 24-9 as passed by the Board of Directors of the Palmdale Water District at its meeting held August 26, 2024 in Palmdale, California.

Date: August 26, 2024

Kathryn Mac Laren-Gomez, President,
Board of Directors

ATTEST:

Vincent Dino, Secretary, Board of Directors

APPROVED AS TO FORM:

BY: _____
Aleshire & Wynder, LLP, General Counsel

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

Approved Budget - FY 2024/25

Restricted Funds - USGS/CASGEM Program

	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 PROPOSED BUDGET
Revenues:						
Member Contributions - USGS	\$ 32,450.00	\$ 34,171.00	\$ -	\$ 71,944.70	\$ 35,710.00	\$ 38,465.00
Contributions - Others (AVIRWVG)	32,750.00	-	17,085.50	35,972.50	17,855.00	19,232.50
Member Contributions - CASGEM	-	-	-	-	-	-
Total Revenue	<u>\$ 65,200.00</u>	<u>\$ 34,171.00</u>	<u>\$ 17,085.50</u>	<u>\$ 107,917.20</u>	<u>\$ 53,565.00</u>	<u>\$ 57,697.50</u>
Expenditures:						
Contract Services - USGS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Services - USGS (Prior Year)	21,633.34	21,833.34	51,256.50	54,000.00	-	-
Contract Services - USGS (New Year)	43,666.66	-	-	53,917.50	53,565.00	57,697.50
Contract Services - CASGEM	-	-	-	-	-	-
Total Expenditures	<u>\$ 65,300.00</u>	<u>\$ 21,833.34</u>	<u>\$ 51,256.50</u>	<u>\$ 107,917.50</u>	<u>\$ 53,565.00</u>	<u>\$ 57,697.50</u>
Net Income (Loss)	<u>\$ (100.00)</u>	<u>\$ 12,337.66</u>	<u>\$ (34,171.00)</u>	<u>\$ (0.30)</u>	<u>\$ -</u>	<u>\$ -</u>
				AVEK Contribution =		\$ 32,965.00
				PWD Contribution =		4,962.00
				LCID Contribution =		538.00
						<u>\$ 38,465.00</u>

FY 2025 USGS Cooperative Water Program

Agreement Period Oct 1, 2024 - Sept 30, 2025
 Agreement # 24ZGJFA22000060

7/12/2024

USGS Contact:

Jonathan Newby

Antelope Valley Watermaster

Mr. Matthew Knudsen, General Manager
 6450 West Avenue N
 Palmdale, CA 93551

Program Total = \$106,810
USGS Cooperative Matching Funds = \$29,880
Cooperator Total = \$76,930

Element 1: Groundwater Level Monitoring Program Total = **\$51,150**
 USGS = **\$11,086**
 Cooperator = **\$40,064**

Element 2: Groundwater Quality Monitoring Program Total = **\$55,660**
 USGS = **\$18,794**
 Cooperator = **\$36,866**

Removed from 2024 list

7N/13W- 3D1 Annual Bee hive is now massive and conditions are unsafe
 ##### 8N/13W- 7B1 Semi-Annual Found Destroyed
 ##### 9N/13W-29M1 Annual Found Destroyed
 ##### 12N/12W-35R1 Annual Found Destroyed

Type	Station Number	Station Name	Activity	Activity Cost	USGS Funds	Cooperator Funds
GW	34263117445101	004N008W07R001S	Groundwater level measurement, single	\$ 310	\$ 205	\$ 105
GW	342706118114501	004N013W12C003S	Groundwater level measurement, single	\$ 310	\$ 205	\$ 105
GW	342713117453001	004N008W07C001S	Groundwater level measurement, single	\$ 310	\$ 91	\$ 219
GW	343051117563001	005N010W17R001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343155117501001	005N009W08J001S	Groundwater level measurement, single	\$ 310	\$ 120	\$ 190
GW	343205117525801	005N010W12M002S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343328117495001	005N009W04C001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343522118095701	006N012W20R001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343546118091601	006N012W21G001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343356117500701	006N009W33G001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343419118044401	006N011W31A001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343448117501601	006N009W28F001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343450117522501	006N009W30F001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343503117431501	006N008W28A002S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343513117581001	006N010W30A002S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343515117495201	006N009W21R001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343515117575601	006N010W20N001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343515118101401	006N012W29B001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343526118095501	006N012W20J001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343557117554801	006N010W22D001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343727118085202	006N012W09H003S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343813117570201	006N010W04M001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343822118051901	006N011W06F001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343824117493801	006N009W04H002S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343832117564701	006N010W04F002S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343909118053601	007N011W31M001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343925117561301	007N010W33J001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343939117573501	007N010W29Q001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343939118013701	007N011W27Q001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343939118025201	007N011W28Q001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	343951118065902	007N012W26K003S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344003118074801	007N012W27H005S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344003118074802	007N012W27H006S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344003118074803	007N012W27H007S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344003118074804	007N012W27H008S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344005118034401	007N011W29G001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344005118082201	007N012W27F005S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344005118082202	007N012W27F006S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344005118082203	007N012W27F007S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344005118082204	007N012W27F008S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344029117573601	007N010W29B001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344030118110001	007N012W19R001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344033117582401	007N010W19Q001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344044117552901	007N010W22P001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344122118125701	007N013W13N001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344124117514301	007N009W17N002S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344124118002101	007N011W14N001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245
GW	344147118001301	007N011W12M001S	Groundwater level measurement, single	\$ 310	\$ 65	\$ 245

GW	344152118022701	007N011W16H003S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344310117593001	007N011W01Q001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344320117575601	007N010W05N005S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344338118022501	007N011W03E003S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344340117535201	007N010W02H002S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344342117580301	007N010W05E003S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344400118184501	009N014W01H001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344403118175001	008N013W31Q001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344418118081401	008N012W34K001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344425118141001	008N013W35M001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344443118021301	008N011W34D002S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344517118112801	008N012W30K001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344541118333901	008N016W22Q004S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344547118090601	008N012W21R001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344551117591401	008N011W24R002S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344613118300801	008N015W19H001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344614118454101	008N018W23F001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344623117550001	008N010W22H004S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344627117544201	008N010W23F003S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344636118320801	008N016W13N001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344641118015301	008N011W15Q001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344643117581703	008N010W18P003S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344652118185701	008N014W24C001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344657118151301	008N013W15M001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344701118363401	008N016W18H002S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344714118342601	008N016W16A001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344722118303601	008N015W07P001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344725118132701	008N013W14B002S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344727118273101	008N015W10P002S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344751118210701	008N014W10L001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344758118154401	008N013W09K001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344812118284701	008N015W09D001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344825118071801	008N012W02Q001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344828118372601	008N016W06M001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344841118335001	008N016W03F001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344848118172301	008N013W05E001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344858118414101	008N017W04D001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344911117524001	008N009W06D001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344911118191101	008N014W01C001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344913118110001	008N012W05D001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344953118165601	009N013W32C001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344954118172501	009N013W32D001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345000118302201	009N015W30Q001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345006118153601	009N013W28R001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345006118183101	009N013W30N001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345042117564301	009N010W28F002S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345100118161801	009N013W21N001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345112118075101	009N012W23N001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345117118242101	009N014W19L001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345122118220801	009N014W21G001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345143118231401	009N014W20B001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345158117533202	009N010W24C002S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345202118133501	009N013W14Q001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345237118095101	009N012W16E004S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345302117574001	009N010W08P001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345701118103601	010N012W20C006S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345712117463601	010N009W24A002S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350002117463301	011N009W36R001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350055117550501	011N010W27R001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350055118172601	011N013W29M001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350113117444801	011N008W29K001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350214118180701	011N013W19C001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350230117524701	011N009W19D001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350232117463201	011N009W24A001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350323117471901	011N009W13D001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350411118023601	011N011W09A001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350616117475501	032S039E33L001M	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350623117590401	032S037E26N001M	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	350919117590301	032S037E11N001M	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	351104117590401	031S037E35N001M	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	351131118001201	031S037E33H001M	Groundwater level measurement, single	\$	310	\$	65	\$	245

GW	351256117445401	0315039E24P001M	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	351621117575501	0305037E36N001M	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	351712117562801	0305038E31C001M	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	351714117563001	0305038E30P001M	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	344620118140901	008N013W23E001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	351838117511601	0305038E24F001M	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	345144118213201	009N014W22D001S	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	352209117475201	0295039E33K001M	Groundwater level measurement, single	\$	310	\$	65	\$	245
GW	343404117593101	006N011W36G001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	343726117514501	006N009W07J001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	343903118074801	007N012W27J005S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344000118130601	007N013W26J002S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344120118055301	007N012W24A001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344209118183801	007N014W13A001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344227118161401	007N013W09N002S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344534118094301	008N012W28D001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344551117553101	008N010W22P003S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344623118164901	008N013W20B001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344635118244301	008N014W18N001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344647118175401	008N013W18Q002S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344658118234201	008N014W17M001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344747118075001	008N012W10J001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	344914118144101	009N013W34Q001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	345051117485001	009N009W27H002S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	345158117533201	009N010W24C001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	345420117524801	009N009W06E001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
GW	345951117503501	010N009W04D001S	Groundwater level measurement, semi-annua	\$	620	\$	130	\$	490
QW	343216117562601	005N010W08H001S	Groundwater water-quality sample	\$	2,530	\$	1,000	\$	1,530
QW	343326117591701	005N011W01C001S	Groundwater water-quality sample	\$	2,530	\$	1,000	\$	1,530
QW	343404117593101	006N011W36G001S	Groundwater water-quality sample	\$	2,530	\$	1,000	\$	1,530
QW	343727118085202	006N012W09H003S	Groundwater water-quality sample	\$	2,530	\$	1,000	\$	1,530
QW	344920118242001	009N014W31L001S	Groundwater water-quality sample	\$	2,530	\$	1,000	\$	1,530
QW	343822118051901	006N011W06F001S	Groundwater water-quality sample	\$	2,530	\$	1,000	\$	1,530
QW	344104118053101	007N011W19E001S	Groundwater water-quality sample	\$	2,530	\$	1,000	\$	1,530
QW	344209118183801	007N014W13A001S	Groundwater water-quality sample	\$	2,530	\$	1,000	\$	1,530
QW	344338118022501	007N011W03E003S	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	344551117553101	008N010W22P003S	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	344623117550001	008N010W22H004S	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	344636118320801	008N016W13N001S	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	344703118095601	008N012W16M001S	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	345004118135801	009N013W35C001S	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	345006118125701	009N013W25N001S	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	345006118153601	009N013W28R001S	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	345006118183101	009N013W30N001S	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	350707117593401	0325037E27G001M	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	350828118000901	0325037E16R001M	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	351534117570001	0315037E01R002M	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	351659117591901	0305037E34H002M	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	352350117451601	0295039E23J002M	Groundwater water-quality sample	\$	2,530	\$	771	\$	1,759
QW	344934118255201	009N015W36E001S	Groundwater water-quality sample (Alternate	\$	-	\$	-	\$	-
QW	344200118141001	007N013W14E001S	Groundwater water-quality sample (Alternate	\$	-	\$	-	\$	-



BOARD MEMORANDUM

DATE: August 26, 2024
TO: BOARD OF DIRECTORS
FROM: Mrs. Angelica Garcia, Human Resources Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***APPROVAL OF RECLASSIFICATION OF THE PLANT OPERATOR III POSITION TO OPERATIONS SUPERVISOR. (NO BUDGET IMPACT – HUMAN RESOURCES DIRECTOR GARCIA/PERSONNEL COMMITTEE)***

Recommendation:

Staff and the Personnel Committee recommend that the full Board approved the reclassification of the Plant Operator III position to Operations Supervisor.

Alternative Options:

The Board can choose not to approve this recommendation.

Impact of Taking No Action:

The organizational structure will remain limited in its effectiveness and will not fully leverage the potential of current talent.

Background:

The District currently has eight Water Treatment Plant Operator positions running the Leslie O. Carter Water Treatment Plant 24/7. Five Plant Operators at level I/II, one Plant Operator-in-Training I/II, one vacant Plant Operator-in-Training I/II, and one Plant Operator III.

Reclassifying the Plant Operator III position to an Operations Supervisor position would add flexibility on managing the treatment plant. The individual in this position would retain most of the Plant Operator III responsibilities, with the addition of having direct supervision over the Plant Operators and the designation of Chief Plant Operator. The reclassification would change the exemption status from non-exempt to exempt. Staff is recommending Salary Range 35 for the Operations Supervisor-Water Treatment Plant position to align with the salary range for the current supervisor roles.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence.
This item directly relates to the District’s Mission Statement.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: Reclassification of Plant Operator III

August 26, 2024

Budget:

No budget impact.

Supporting Documents:

- Proposed Organizational Chart
- Draft Job Description
- Salary Survey Report



LEGEND

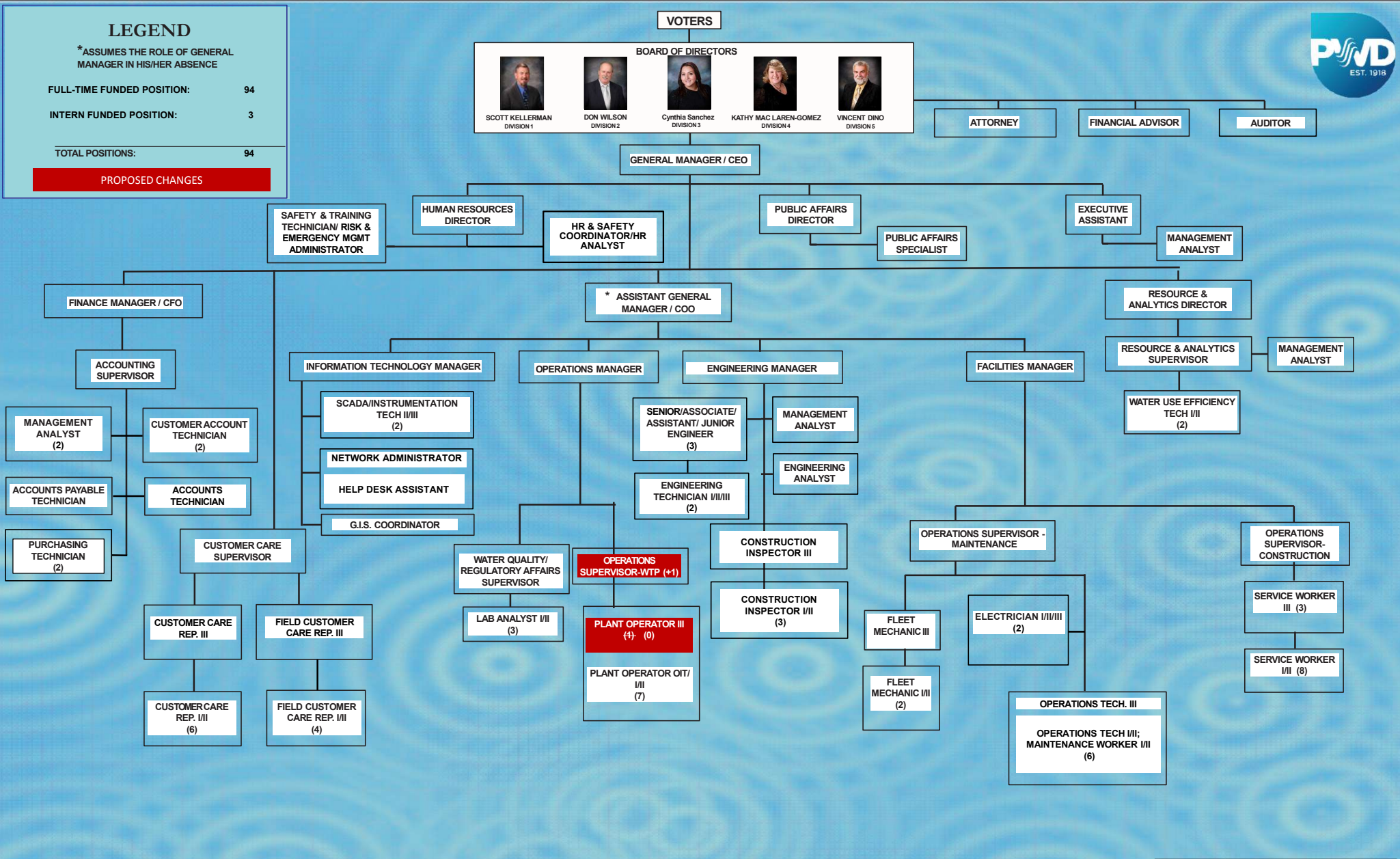
* ASSUMES THE ROLE OF GENERAL MANAGER IN HIS/HER ABSENCE

FULL-TIME FUNDED POSITION: 94

INTERN FUNDED POSITION: 3

TOTAL POSITIONS: 94

PROPOSED CHANGES



PALMDALE WATER DISTRICT ORGANIZATIONAL STRUCTURE

APPROVED: August 26, 2024

OPERATIONS SUPERVISOR

FLSA Status: Exempt

JOB SUMMARY

Under general direction supervises, assigns, reviews, and participates in the work of staff responsible for performing a variety of tasks associated with the operation and maintenance of the district's water treatment and operation of the distribution system. Oversees water quality and related technical treatment processes; oversees and participates in operating, maintaining and troubleshooting the Leslie O. Carter Water Treatment Plant; operating, maintaining and troubleshooting and related water distribution system facilities. Assists in developing and operating ongoing programs in water treatment evaluation and plant optimization; thorough understanding and troubleshooting ability on distribution system hydraulic issues; ensures work quality and water quality compliance with applicable regulations and standards; maintain adherence to established policies and procedures; performs technical and complex tasks relative to assigned area of responsibility; conducts work safely and in compliance with Cal OSHA requirements.

Supervision Received and Exercised

- Receives direct supervision from the Operations Manager
- Exercises direct supervision to the Plant Operators and Operator in Training

Examples of Essential Duties

Duties may include, but are not limited to, the following:

- Assign, evaluate and supervise the work of the water treatment plant operators who are responsible for performing a variety of tasks associated with the operation and maintenance of the district's extensive water treatment and distribution system
- Oversee water quality duties; ensure completion of assigned duties for appropriate quality and timeliness
- Maintain records concerning operations and programs; prepare reports on operations and activities; perform the more technical and complex tasks of the work unit including identifying, planning, organizing and scheduling the daily and long-term water quality activities
- Write and conduct formal performance appraisals; participate in personnel actions including hiring, counseling, training, promotion, discipline, and termination
- Interrelate effectively and diplomatically in all areas of employee relations, always projecting a professional image in keeping with the district's goals and objectives while exercising the highest degree of confidentiality
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in water treatment and distribution; direct the incorporation of new developments into program areas, as appropriate

Operations Supervisor

- 2 -

- Assist and participate in the development and administration of the Operations Division's annual budget
- Read, understand, and ensure compliance with the OSHA Safety standards; attend safety meetings; reports accidents, violations, or infractions to HR & Op's Manager
- Assist in the administration of reactive and preventative maintenance activities for the water treatment and distribution system
- Coordinate and schedule routine maintenance and daily work duties of the water treatment plant operators; maintain computerized records of maintenance scheduled and completed
- Assist in creating a preventative maintenance program for repair and to service plant operations machinery and equipment, including pumps, valves, motors, meters, tanks and reservoirs
- Evaluate job duties and determine personnel, equipment and material needs; requisitions needed materials and supplies; communicate with appropriate personnel regarding field conditions while work is in progress
- Be available to respond 24 hours a day, 7 days a week unless scheduled otherwise (District employees are expected to work overtime, weekends, evenings, and holidays as required to accommodate the district's needs)
- Respond as necessary as a Disaster Emergency Service Worker
- Maintain regular attendance at the work site
- Participate in the development of the department's work plan; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures
- Supervise and oversee development of the Operations staff, forecast of additional funds needed for staffing, equipment, materials, supplies, and services
- Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the department
- Ensure regulatory compliance with State and Federal agencies regarding water treatment quality testing, analysis, and production
- Oversee operation of the water distribution system relative to water availability, quality issues and monitor water quantity (production) from a variety of sources, including groundwater, surface water, and the State Water Project surface water
- Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
- Functions as Chief Plant Operator and fills in for the Operations Manager when assigned.
- Perform related duties as assigned

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of water utility operations and related facilities, including water treatment and distribution systems

Operations Supervisor

- 3 -

- Principles and practices of water quality assurance and testing and analysis
- Principles and practices of leadership, motivation, team building and conflict resolution
- Pertinent and applicable local, State and Federal laws, rules and regulations
- Organizational management practices as applied to an evaluation of programs
- Principles and practices of organization, administration, and personnel management
- Principles and practices of budget preparation and administration
- Operational characteristics of mechanical equipment and tools used in routine work
- District service area and locations of water facilities and equipment
- Relevant local, state and federal laws, regulations and guidelines
- Principles and practices of effective leadership and employee supervision, including training and performance evaluation
- Safety methods and regulations pertaining to all facets of Treatment Operator work

Ability to:

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals
- Communicate clearly and concisely, both orally and in writing
- Supervise, assign, inspect and evaluate the work of others
- Make independent technical decisions to maintain proper treatment processes
- Diagnose complex operating problems and take effective courses of action
- Motivate and evaluate staff and provide for their training and development
- Develop and implement work standards
- Prepares and concise records, reports, and other written materials.
- Exercise independent judgment and initiative within established guidelines
- Positively and constructively interact with water treatment plant operators and others encountered in the course of the work
- Establish and prioritize action items and multitask effectively
- Use creative thought to problem solve, including the use of new and innovative technologies and techniques
- Participate in groups and committees that affect District operations, policies, and procedures
- Use Microsoft Outlook, including accessing forms within public folders, send and receive email and use
- the calendar and scheduling functions effectively
- Properly and safely operate a variety of light-, medium- and heavy-duty construction equipment
- Perform all related tasks with an advanced journey-level skill

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities is listed below:

Experience

Seven years of increasingly responsible experience in Treatment Plant, including three years of administrative and management responsibility.

Training:

Equivalent to an Associate's degree from an accredited college or university with course work in water treatment, distribution, civil engineering, chemistry, biology or related field.

License and Certificate

- Possession of a valid California Driver's License.
- Possession of a Water Treatment Operator Grade 5 Certificate as issued by the State Water Resources Control Board (SWRCB)
- Possession of a Water Distribution Operator Grade 5 Certificate as issued by the State Water Resources Control Board (SWRCB)

PHYSICAL REQUIREMENTS

On a continuous basis, sit at desk and in meetings for long period of time; Intermittently, walk stand, kneel, climb, and bend in the field; sit while studying or preparing reports and driving in vehicle or operating equipment; perform simple and power grasping, pushing, pulling and fine manipulation; intermittently write or use a keyboard to communicate; and lift or carry weight up to 35 pounds. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold with extreme sun exposure. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

Approved: August 26, 2024

I have reviewed this job description and agree with its contents. I will ask my supervisor any questions I may have regarding the job description.

Employee Signature

Date

Supervisor Signature

Date

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.



BOARD MEMORANDUM

DATE: August 26, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Scott Rogers, Acting Assistant General Manager
VIA: Mt. Dennis LaMoreaux, General Manager
RE: *CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SOCAL SCADA FOR THE SCADA MASTER PLANNING PROJECT (\$93,196.00 – NOT-TO-EXCEED – NON-BUDGETED PROJECT NO. 24-616 – ACTING ASSISTANT GENERAL MANAGER ROGERS)*

Recommendation:

Staff recommends that the Board authorize staff to amend the Professional Services Agreement with SoCal SCADA for the SCADA Master Planning Project so that a design and bid documents can be developed for the radio communication and network system.

Alternative Options:

No other option is available except to manually operate facilities.

Impact of Taking No Action:

Failure of communication between the District facilities and loss of ability to remotely monitor and operate.

Background:

The SCADA Master Plan was completed in August 2023. The Plan calls for a four-step approach to upgrading the existing SCADA system with a more current system that will last the next 25 years. This item is the first step in the approach to achieving the objective.

SoCal conducted a comprehensive review of the District's SCADA system and found that the existing radios communicating between the sites are obsolete, comply with separated network architecture, and the main computer control system is at the end of its useful life.

The design will develop the bid documents that can be used to finalize the design and build a radio frequency network and the computer network to transition the District to a new system as existing radios fail or need to be replaced and allow the existing system to operate.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Systems Efficiency.

This item directly relates to the District's Mission Statement.

August 26, 2024

Budget:

This item is non-budgeted under Project No. 24-616.

Supporting Documents:

- Attachment A: SoCal SCADA Proposal



Jim Stanton
Information Technology Manager
Palmdale Water District
2029 East Ave Q
Palmdale, CA 93550

Subject:
Proposal for SCADA Network Engineering Design Project

Dear Mr. Stanton:

Working with the District's team closely, SoCal SCADA Solutions completed the SCADA Master Planning Project successfully in Aug 2023. The Master Plan calls for a four-steps approach to upgrading the exiting SCADA system to a state-of-art system that is ready for the next 25 years. The first step is to complete the engineering design of a new SCADA network using the latest microwave technology. This task is critical as it will lay a solid foundation for data communications that SCADA system will rely on.

We have intimate knowledge about your SCADA system and a thorough understanding of the District's needs. We are pleased to submit the enclosed proposal to provide engineering design services for a new SCADA network.

Our goal is to complete detailed engineering design plans and documents for the next phase – network implementation. Attach please find scope of work in Exhibit A and cost in Exhibit B.

We appreciate this opportunity and look forward to working with your team again. Please contact me directly if you need further information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Niu'.

Eric Niu, PE, PMP
Principal

Services -
Consulting
Engineering
Design/Build
On-call Support

Expertise –
Control Systems
SCADA Programming
Telemetry Network
Enterprise Systems

Date:
Aug 13, 2024

Contact:
Eric Niu, PE, PEng

Phone:
949.231.9173

Email:
eric.niu@socalscada.com

Put Clients First, Always

Exhibit A: Scope of Work

The goal of SCADA Network Design is to complete engineering design and have a set of plans ready for the next phase - Network Implementation. To achieve this, we recommend the following tasks:

Task 1: RF Engineering Design

- Conduct a radio site survey to verify all questionable microwave links including backhaul and remote sites.
- Preselect microwave radio equipment for backhaul site and AP/RM site.
- Identify new tower locations and work with the District Department of Engineering for foundation design, coordinate with selected tower vendor during tower design.
- Complete RF engineering design drawings and generate a bill of materials for each site including radio, antenna, channel planning, mounting details, cabling, and mounting structures etc.,
- Coordinate and obtain licenses from FCC,
- Ensure compliance with FCC/FAA regulatory requirements

Task 2: Network Design

- Complete selection of industrial grade network equipment including router and switch
- Complete detailed SCADA LAN network design drawings based on selected equipment.
- Complete and finalize network design document including:
 - a. Security
 - b. Routing Concept and Details
 - c. IP plans
 - d. Network Management
 - e. QoS
 - f. Bandwidth Management and details
 - g. Remote Access
 - h. BOM List
 - i. Factory Test Plan
- Complete backhaul communication panel design drawings, and installation details.
- Work with Verizon to design and integrate Little Rock Dam to the SCADA LAN via cellular network.
- Develop a cut-over plan that will minimize disruption to operations and migrate to the new network successfully.
- Have two workshops with the district team.

Exhibit B - Cost

SCADA Network Engineering Design

Description	Details						
	Name/Rate			Labor Hours	Cost Items		
	Eric N	Reza A	Jeff G		Labor	Expenses	Task Total
	\$ 210.00	\$ 198.00	\$ 175.00				
Task 1 RF Engineering Design	144	40	72	256	\$ 50,760.00	\$ 2,200.00	\$ 52,960.00
1.1 Site Survey and equipment selection	48		48	96	\$ 18,480.00	\$ 2,000.00	
1.2 Completion of design drawings	80	40	12	132	\$ 26,820.00		
1.3 Coordinate with FCC/FAA	16		12	28	\$ 5,460.00	\$ 200.00	
Task 2 Network Design	124	52	20	196	\$ 39,836.00	\$ 400.00	\$ 40,236.00
2.1 Completion of network drawings	48	40	8	96	\$ 19,400.00		
2.2 Completion of network design document	60	12	4	76	\$ 15,676.00		
2.3 Two workshops	16		8	24	\$ 4,760.00	\$ 400.00	
				0	\$ -		
				0	\$ -		
				0	\$ -		
				0	\$ -		
				0	\$ -	\$ -	
	0	0	0	0	\$ -	\$ -	\$ -
				0	\$ -		
				0	\$ -		
				0	\$ -		
	0	0	0	0	\$ -	\$ -	\$ -
				0	\$ -		
				0	\$ -		
Total	268	92	92	452	\$ 90,596.00	\$ 2,600.00	\$ 93,196.00





BOARD MEMORANDUM

DATE: August 26, 2024
TO: BOARD OF DIRECTORS
FROM: Mrs. Angelica Garcia, Human Resources Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF NEW METHOD TO CALCULATE THE DISTRICT'S COVERAGE OF BENEFIT PREMIUMS. (NO BUDGET IMPACT – HUMAN RESOURCES DIRECTOR GARCIA/PERSONNEL COMMITTEE)***

Recommendation:

Staff and the Personnel Committee recommend that the full Board approve a new method for calculating the District's coverage of benefit premiums for staff.

Alternative Options:

The Board can choose not to approve this recommendation.

Impact of Taking No Action:

The current policy for the amount that Palmdale Water District contributes towards employees' benefits is based on the combined lowest tier family plan (dental, vision, medical) for which all employees qualify for (excluding high-deductible medical plans) will continue to be utilized.

Background:

Due to the volatility of premium increases over the past two years, an exception to the current policy has been requested and approved. The recommended method below for calculating the amount of premiums the District will cover for staff allows for flexibility in making informed decisions based on premium increases, while also offering a standardized yet adaptable approach.

The District recommends changing the methodology to the following combined monetary amount:

1. Cover the full cost of dental and vision for the lowest tier family plan.
2. Add the monetary amount calculated by the following formula:
 - The blended average changes among the District's offered medical plans, not-to-exceed 10% added to the prior year's benefit coverage. Only increases in medical premiums will be used to calculate the average; decreases will not be considered.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence.

This item directly relates to the District's Mission Statement.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT
VIA: Mr. Dennis D. LaMoreaux, General Manager
Re: New Method - Coverage of Benefit Premiums

August 26, 2024

Budget:

This item has no has no budget impact.

Supporting Documents:

- Summary report of 2023 Benefit Premium Survey
- Benefit Premium Historical Report
- Monthly Benefit Premiums Comparison Cost Sheet 2025

Benefit Premium Survey
September 2023

Agency	HC	Method	Union
Palmdale Water District	95	Lowest combined cost family tier for dental, vision, and medical. Excluding high deductible plans	
Cucamonga Valley Water District	79	Medical, dental, and vision plans district pays 85%, Employees 15%	
Las Virgenes Municipal Water District	124	MOU: Effective January 1, 2023, and each January 1, thereafter, the District's contribution towards the employee's selected medical insurance plan shall be adjusted based on the average change among the District's offered plans (Anthem Blue Cross Classic PPO, Anthem Blue Cross Advantage PPO, Anthem Blue Cross California Care HMO, or Kaiser Permanente HMO Plans) from the prior year's monthly premium. The adjustment will not be less than 0% and will not exceed 5.0%. In the event that the average change in monthly premium exceeds 5.0%, the excess shall be paid by	Y
Yorba Linda Water District	51	100% of cost for both the employee coverage and dependent coverage for medical, dental and vision premiums	Y
Olivenhain Municipal Water District	95	100% Medical, dental and vision for employees and dependants	
Western Municipal Water District	33	Annually, the District will continue to use the existing calculation below: The average of the highest and lowest monthly medical premium for Employee + Family, plus The highest monthly dental premium, for Employee + 1, and The full monthly premium for vision	Y
Santa Clarita Valley Water	237	90% Medical; 100% dental and vision	
Desert Water Agency	80	DWA pays 100% for employee coverage of medical, dental, vision and pays 80% for dependant coverage	
Eastern Municipal Water District	250+	medical-premiums for the basic plan are fully paid by EMWD. Employees who elect the alternate plan will pay the difference	
Mesa Consolidated Water District	52	Looked at cost of current family medical coverage and provide flex credits to cover the majority of the plans.	Y
Rancho California Water District	169	100% dental and vision. Cost sharing for medical	
Walnut Valley Water District	57	The District offers the full payment of the combined least-cost medical, dental, and vision family plans, excluding the high-deductible medical plan.	
Padre Dam Municipal Water District	176	Medical: Employer contributes 90% of HMO for EE+1 and family, for EE only employer contributes 100%. Employee pays difference for PPO. Dental 100%	

Benefit Premium Historical Report
10 Year Span (2014-2024)

Updated 08/24/2023

**BENEFITS COMPARISON
MEDICAL**

	ACWA/JPIA 2024	ACWA/JPIA 2023	ACWA/JPIA 2022	ACWA/JPIA 2021	ACWA/JPIA 2020	ACWA/JPIA 2019	ACWA/JPIA 2018	ACWA/JPIA 2017	ACWA/JPIA 2016	ACWA/JPIA 2015	ACWA/JPIA 2014
Anthem Classic PPO (Rates Set in January)											
Employee	807.67	721.13	801.25	843.42	845.14	844.07	836.61	801.01	716.25	695.68	674.78
Employee + 1	1,615.33	1,442.26	1,602.51	1,686.85	1,690.28	1,719.97	1,704.69	1,631.70	1,457.94	1,415.76	1,437.99
Employee + 2 or More	2,140.31	1,910.99	2,123.32	2,235.07	2,239.62	2,220.48	2,291.67	2,193.41	1,959.46	1,902.68	1,845.07
AVG % CHANGE	12.00%	-10.00%	-5.00%	-0.20%	-0.20%	-1.00%	4.47%	11.91%	2.98%	1.42%	4.46%
Anthem Advantage PPO (Rates Set in January)											
Employee	710.75	634.59	705.10	742.21	726.82	710.60	704.34	674.43	603.23	585.96	545.41
Employee + 1	1,421.49	1,269.18	1,410.21	1,484.43	1,453.64	1,446.35	1,433.52	1,372.21	1,226.25	1,190.82	1,284.45
Employee + 2 or More	1,883.48	1,681.66	1,868.52	1,966.87	1,926.07	1,866.78	1,926.58	1,844.04	1,647.53	1,599.83	1,487.93
AVG % CHANGE	12.00%	-10.00%	-5.00%	2.12%	2.06%	-1.00%	4.47%	11.90%	2.97%	1.77%	8.52%
Anthem California Care HMO (Rates Set in January)											
Employee	994.49	942.86	893.57	857.69	797.09	732.32	732.32	677.20	605.70	657.52	611.99
Employee + 1	1,988.98	1,885.72	1,787.14	1,715.38	1,594.18	1,454.78	1,454.78	1,344.54	1,201.54	1,305.16	1,214.11
Employee + 2 or More	2,635.40	2,498.58	2,367.96	2,272.88	2,112.29	1,951.02	1,951.02	1,802.92	1,610.81	1,750.02	1,627.69
AVG % CHANGE	5.48%	5.52%	4.18%	7.60%	8.83%	0.00%	8.20%	11.90%	-7.94%	7.50%	-1.43%
Anthem Account Based Health Plan (Rates Set in January)											
Employee	646.13	576.90	641.00	674.74	676.11	677.23	671.27	642.79	574.98	572.23	N/A
Employee + 1	1,292.26	1,153.80	1,282.00	1,349.48	1,352.22	1,377.95	1,365.73	1,307.34	1,168.33	1,162.70	N/A
Employee + 2 or More	1,712.25	1,528.79	1,698.66	1,788.06	1,791.70	1,778.36	1,835.31	1,756.70	1,569.54	1,561.97	N/A
AVG % CHANGE	12.00%	-10.00%	-5.00%	-0.20%	-0.35%	-1.00%	4.46%	11.89%	0.48%		
Kaiser (Rates Set in January)											
Employee	770.97	701.24	681.82	697.92	640.65	623.16	607.42	538.43	526.05	515.29	524.11
Employee + 1	1,541.94	1,402.48	1,346.64	1,378.84	1,264.30	1,236.43	1,204.96	1,066.97	1,042.22	1,020.70	1,038.33
Employee + 2 or More	2,143.30	1,949.45	1,898.45	1,944.00	1,781.93	1,745.45	1,700.90	1,505.65	1,470.64	1,440.19	1,465.14
AVG % CHANGE	9.94%	3.22%	-2.33%	9.06%	2.27%	2.61%	12.93%	2.37%	2.11%	-1.70%	-4.77%
Kaiser Account Based Health Plan (Rates Set in January)											
Employee	557.84	511.65	497.48	500.08	459.31	444.83	433.60	384.72	418.87	407.64	N/A
Employee + 1	1,115.68	1,023.30	977.96	983.16	901.62	879.78	857.32	759.57	827.86	805.41	N/A
Employee + 2 or More	1,550.80	1,422.39	1,376.76	1,384.12	1,268.74	1,240.79	1,209.00	1,070.68	1,167.32	1,135.55	N/A
AVG % CHANGE	9.03%	3.69%	-0.53%	9.04%	2.51%	2.62%	12.86%	-8.25%	2.79%		
Blended AVG %	10.07%	-2.93%	-2.28%	4.57%	2.52%	0.37%	7.90%	6.95%	0.57%	2.25%	1.69%



Conference/Training Request

Event Name/Date(s):

SHRM Annual Conference & Expo 2025 / June 29 - July 2, 2025 / San Diego, CA

REQUESTED BY:

First Name

Last Name

Date

ACCOMMODATION INFORMATION (if applicable)

Rooms and rates are subject to availability. Complete and submit this form as soon as possible as reservation blocks at host hotels book quickly. In the event that the host hotel is full, every effort will be made to secure a room at the nearest hotel within comparable rates.

Arrival Date

Departure Date

No. of
Guests

Room Type

Dietary Restrictions?

If yes, please provide specifics in additional info. box

Yes No

Smoking Room?

Yes No

Flight Needed?

If yes, please provide DL# and D.O.B. in additional info. box

Yes No

Flight Numbers

Departure/Return
Times

ADDITIONAL INFORMATION/ REQUESTS

Supervisor Approval
(If applicable)

Processed By:



(0)

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SHRM Annual Conference & Expo 2025



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Registration options and what's included in each pass type:

In person pass:

The in person pass grants onsite access to all education sessions with complimentary livestreaming of select education sessions on the web format or mobile app, plus on demand recordings of sessions for up to 30 days post conference (unless otherwise noted). Each in person pass receives admission to the SHRM Expo, including the Opening Reception, networking opportunities onsite as well as AI-powered matchmaking via the mobile app and web format, admission to Tuesday night entertainment, complimentary lunch on Monday and Tuesday, and coffee and refreshments during select break times.

For an additional fee, you can purchase an “add on” pass:

- Additional Tuesday Night Entertainment ticket
- Preconference seminars and workshops
- SHRM25 guest pass

Virtual only pass:

The virtual only pass grants access to education sessions livestreamed in both the mobile app and web format, on demand recordings of sessions for up to 30 days post conference (unless otherwise noted), as well as networking opportunities via the mobile app and web format.

SHRM Executive Network members should visit the Executive Network Experience at SHRM25 (<https://www.shrm.org/executive-network/networking-events/EN-Assembly>) page for details on registration.

Groups of 5 or more can fill out the group conference registration application (https://shrm.formstack.com/forms/group_conference_registration_app%20) or contact us at delegations@shrm.org (<mailto:delegations@shrm.org>) to learn more about receiving 10% off member rates.

Student members and faculty advisors will receive a flat rate.

Housing Information

As a SHRM25 attendee, you can secure the best available rates with the SHRM housing block while availability lasts. All requests related to hotel accommodations should be directed to your chosen hotel. Additional questions about hotel accommodations can be directed to shrm@mcievents.com (<mailto:shrm@mcievents.com>)

Accessibility and Accommodation Requests

We provide standard organization-wide accommodations and will review ad hoc for additional accommodations on a case-by-case basis. Our goal is to work with you to find the right solutions for you to have access. Details are available in SHRM’s accessibility policy (<https://www.shrm.org/about/accessibility>). If you have additional reasonable accessibility and accommodation requests, please reach out to us using this accommodation form (https://shrm.formstack.com/forms/reasonable_accommodation_request?mkt_tok=ODIzLVRXUyO5ODQAAAGItXIMnHO9Ic-s7XE9b--PsbqRbnNrdwmAWnkHmHTcO-t4Jjky8HjAlnOGPo3fgefUL1YBpC1TkCa1DQXJC5Ao). Please provide as much specific information as possible. You will receive a response within one business day acknowledging receipt.

IN PERSON PASS

		Member	Nonmember	Join Now
Preview	Thru Oct 25, 2024	\$1,995	\$2,395	\$2,195
Early Bird	Oct 26, 2024 - Feb 28, 2025	\$2,295	\$2,695	\$2,495
Standard	Mar 1 - Jun 28, 2025	\$2,495	\$2,895	\$2,695
Onsite	From Jun 29, 2025	\$2,595	\$2,995	\$2,795

Cancellation Policy

EVENT DETAILS



June 29 - July 2, 2025



SAN DIEGO CONVENTION CENTER

111 West Harbor Drive
 San Diego, CA 92101
 United States

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MINUTES OF MEETING OF THE FINANCE COMMITTEE OF THE PALMDALE WATER DISTRICT, JULY 16, 2024:

A meeting of the Finance Committee of the Palmdale Water District was held Tuesday, July 16, 2024, at 2029 East Avenue Q, Palmdale, CA 93550. Chair Wilson called the meeting to order at 2:03 p.m.

1) Roll Call.

Attendance:

Committee:
Don Wilson, Chair
Scott Kellerman,
Committee Member

Others Present:

Dennis LaMoreaux, General Manager
Adam Ly, Assistant General Manager
Dennis Hoffmeyer, Finance Manager
Bob Egan, Financial Advisor
Wendell Wall, Facilities Manager
Joe Marcinko, Operations Manager
Claudia Bolanos, Resource and Analytics Dir.
Judy Shay, Public Affairs Director
Diana Gunn, Accounting Supervisor
Cynthia Sanchez, Alternate Committee Member
Danielle Henry, Executive Assistant
4 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Kellerman, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting to adopt the agenda, as written.

3) Public Comments for Non-Agenda Items.

There were no public comments for non-agenda items.

4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held June 18, 2024.

It was moved by Committee Member Kellerman, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Finance Committee meeting held June 18, 2024, as written.

4.2) Consideration on a Recommendation to Receive and File the 2023 Annual Financial Report. (Finance Manager Hoffmeyer)

Finance Manager Hoffmeyer introduced Mr. Paul Kaymark and Mr. Jared Solmosen, of Nigro & Nigro, who provided an overview of the District's 2023 Annual Financial Report, including the statement of revenues, expenses, capital expenses, debt service, acquisition of State Water Project rights, and the change in net position, and after a brief discussion of capital improvement fees, surplus water sales and purchases, and clarification of the audit delay due to GASB 75 reporting, it was moved by Committee Member Kellerman, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting to approve the recommendation to receive and file the 2023 Annual Financial Report as presented and that this item be presented to the full Board for consideration at the July 22, 2024 Regular Board Meeting.

4.3) Discussion and Overview of Cash Flow Statement and Current Cash Balances as of June 2024. (Financial Advisor Egan)

Financial Advisor Egan clarified the difference between ad valorem and State Water Project taxes and then provided an overview of the monthly Major Account Activity Report, the Quarterly Major Account Activity Report, the Investment Funds Report, and the Cash Flow Statement through June 2024, including account transfers, assessments received, capital improvement funds, interest and market values, scheduled payments, water transfer revenue, and the projected positive year-end balance followed by a brief discussion of projected capital improvements fees and State Water Project Table A water transfer sales.

4.4) Discussion and Overview of Financial Statements, Revenue, and Expense and Departmental Budget Reports for June 2024. (Finance Manager Hoffmeyer)

Finance Manager Hoffmeyer reviewed in detail the Balance Sheet Report, the Balance Sheet Annual Quarterly Comparison Report, the Profit and Loss Statement, the Profit and Loss Quarterly Comparisons, the departmental budgets versus actual, the projected year-end interest earnings, and individual departmental reports for the period ending June 2024, including GASB reporting and bond issue liabilities, and stated that

operating revenues are above the historical trend average at 46.1%, that expenses are below the historical trend average at 38.4%, and that most departments are at or below the traditional budgetary percentage of 50% followed by a brief discussion of Customer Care expenses.

4.5) Discussion and Overview of Committed Contracts Issued. (Finance Manager Hoffmeyer)

Finance Manager Hoffmeyer provided a brief overview of the Contractual Commitments and Needs Report for new and replacement capital projects, consulting and engineering support projects, new and replacement equipment, water quality fee funded projects, committed and projected capital expenditures, and projects paid out through the 2023A and 2024A Series Water Revenue Bonds in June 2024 followed by a brief discussion on the progress of the meter exchange project, the WIFIA Loan, and grant opportunities.

5) Reports.

5.1) Finance Manager Hoffmeyer:

a) Accounts Receivable Overview.

Finance Manager Hoffmeyer provided an overview of outstanding balances of amounts greater than \$50.00 for each account type at sixty and ninety days past due and stated that as of June 30, there are fifteen payment arrangements, including nine leak-related, totaling \$16,350.63 with \$11,673.65 collected to date.

b) Revenue Projections.

He then stated that based on selling 14,500 AF of water, 2024 revenue is behind projections by approximately \$127,650 as of June 30 and that staff anticipates that revenues will soon be ahead of projections.

c) Payment Transactions by Type.

Electronic payments and staff time were briefly discussed.

d) Billing and Collection Statistics.

Finance Manager Hoffmeyer stated that this report was included in the agenda packet for information.

5.2) Financial Advisor Egan:

a) Debt Service Coverage Status.

Financial Advisor Egan reported that the Debt Service Coverage for July 2023 to June 2024 is 2.04 and remains strong.

5.3) Other.

Finance Manager Hoffmeyer provided a brief update on the transfer of online payment platforms from Electronic Payment Exchange (EPX) to Pace Payment Systems, Inc. followed by a brief discussion of the platform service charges and the additional features and payment options.

General Manager LaMoreaux then stated that the preliminary results of the 2024 Rate Study will be presented at the August 12 Regular Board Meeting.

6) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

7) Date of Next Committee Meeting.

It was determined that the next Finance Committee meeting will be held August 20, 2024 at 2:00 p.m.

8) Adjournment.

There being no further business to come before the Finance Committee, the meeting was adjourned at 3:15 p.m.


Chair



BOARD MEMORANDUM

DATE: August 26, 2024
TO: BOARD OF DIRECTORS
FROM: Dennis D. LaMoreaux, General Manager
RE: *REPORT OF GENERAL MANAGER.*

The following is the August 2024 report to the Board of activities through July 2024. It is organized to follow the District's 2022 Strategic Plan approved in October 2022 and composed of six strategic initiatives. The initiatives follow for reference. It is intended to provide a general framework to update the month's activities.

PWD 2022 STRATEGIC PLAN SUMMARY



Water Resource Reliability: *Resilience, Development, Partnership*

Support and participate with local agencies in the development of projects and policies that improve water reliability

Maximize state and federal funding opportunities for Pure Water AV

Support projects and initiatives that increase the resilience of the State Water Project

Develop water storage options for State Water Project supplies and improve groundwater capture capabilities

Strengthen stakeholder relationships and implement Littlerock Dam and Reservoir Sediment Removal Project



Organizational Excellence: *Train, Perform, Reward*

Offer competitive compensation and benefits package for employee recruitment and retention

Focus Succession Planning Program on ensuring an overlap of training for key positions

Continue providing transparency to our ratepayers through training for the ongoing achievement of the Districts of Distinction certification

Encourage cohesiveness, transparency, and integrity within the staff through Codes of Conduct and increased accountability

Ensure employees are trained on the Strategic Plan and the District's Values of Diversity, Integrity, Teamwork, and Passion

Improve safety for Directors, employees, and customers

Develop career paths at the District for interns and pursue state and federal funding for intern programs

Cultivate a positive culture and increase employee engagement



Systems Efficiency: *Independence, Technology, Research*

- Explore energy independence and evaluate the feasibility of energy options, including wind and solar
- Incorporate more energy efficient technologies into the District's infrastructure
- Research state-of-the-art treatment techniques to enhance systems efficiency
- Re-evaluate Lake Palmdale by-pass pipeline and pursue funding options
- Improve Palmdale Ditch to reduce water loss



Financial Health and Stability: *Strength, Consistency, Balance*

- Pursue grant funding for District projects and operations
- Maintain the five-year financial plan adopted as part of the 2019 Water Rate Study, including the five-year Capital Improvement Plan
- Conduct and adopt a 2024 five-year Water Rate Plan
- Build adequate reserve levels and achieve high-level bond rating
- Seek potential revenue sources from vacant District properties
- Monitor finances, operations, and projects affected by emergencies
- Digitize and document departmental workflows



Regional Leadership: *Engage, Lead, Progress*

- Continue to provide opportunities and information for local businesses and agencies to contract with the District
- Continue to collaborate with neighboring water agencies and move to include more agencies throughout and outside of the Antelope Valley through Greater Antelope Valley Mutual Response Agreements and emergency response exercises
- Develop working relationships and mutually beneficial projects with other water agencies in the District's region
- Develop strategies, alliances, and funding to make Littlerock Dam and Reservoir recreational again
- Continue Memorandum of Understanding with United Water Conservation District to combine political forces to obtain grant funding and research other joint cooperative regional efforts
- Continue representation on larger regional organizations such as the California Special Districts Association (CSDA) and the Association of California Water Agencies (ACWA) and assist with the growth and influence of the Special Districts Association of North Los Angeles County, a CSDA local chapter



Customer Care, Advocacy and Outreach: *Promote, Educate, Support*

Enhance customers' experience through communication and feedback

Expand and market additional payment options

Continue to increase public awareness of current programs and services through traditional and new media platforms

Engage elected officials and the public on the importance of local and state water reliability issues

Complete conversion to an Advanced Metering Infrastructure (AMI) to increase customers' knowledge of water use and promote customer self-help portal

Continue to increase public awareness of the on-going drought and the importance of conservation efforts

Publicize, engage, and educate the community about Pure Water AV

Overview

This report also includes charts that show the effects of the District's efforts in several areas. They are organized within each strategic initiative and include status of the State Water Resources Control Board's (SWRCB) former long-term conservation orders (20 x 2020), the District's total per capita water use trends, 2024 actual water production and customer use graph, mainline leaks, and the water loss trends for both 12- and 24-month running averages.



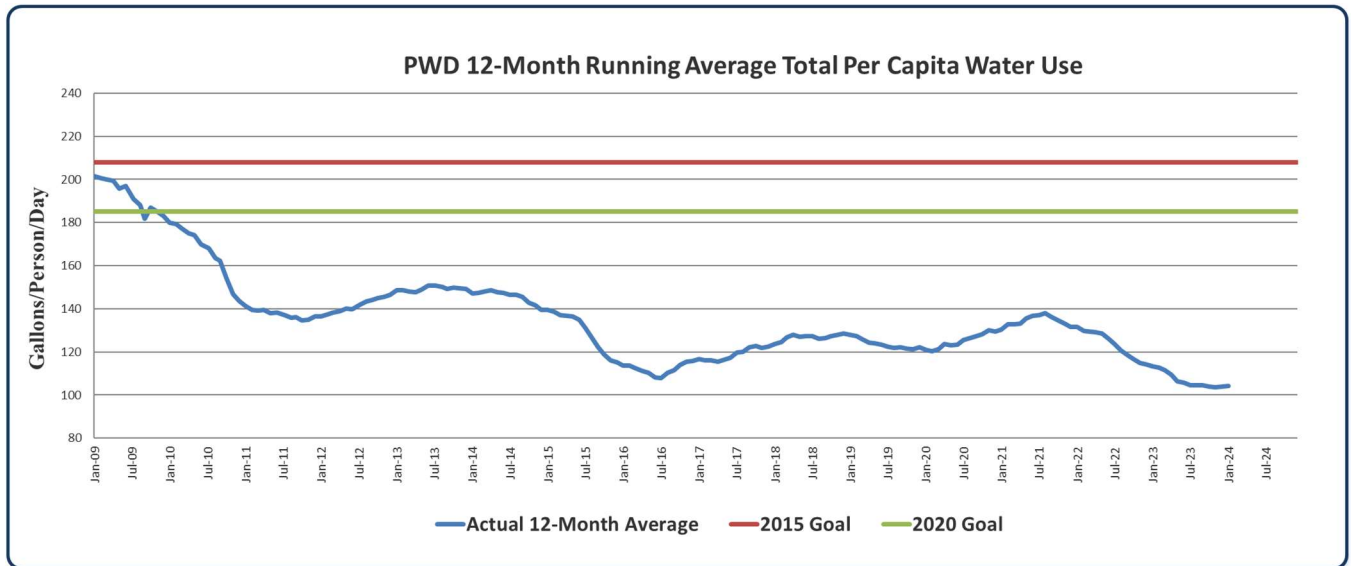
Water Resource Reliability *Resilience, Development, Partnership*

This initiative includes conservation efforts, water supply projects, and water planning. Recent highlights are as follows:

Overall Water Use Goals and Compliance

The 2020 Urban Water Management Plan was adopted by the District in June 2021. This report still uses the 20 x 2020 requirements. It does not relate the District's water use to the upcoming agency water budget requirement. The new "Making Conservation a Way of Life" regulations were approved on July 3, 2024. The District's use of a water budget-based rate structure is helpful in complying with the draft regulations. Current staff estimates show the District is within 4% of complying with the regulations.

The District’s compliance with the former 20 x 2020 law is evident from the chart titled “PWD 12-Month Running Average Total Per Capita Water Use:”



The District’s customers have cut their water use by **52.8%** from the baseline number of 231 re-established in the 2020 Urban Water Management Plan and met the 2020 Goal in early 2010. The current Metered-GPCD, gallons per capita per day, is now 109 showing our customers continued reduced usage.

Water Supply Information

- The AV Adjudication is now entering its ninth year, and the ramp down to the native safe yield is complete. The District’s 2024 groundwater production right is as follows: 7,978.08 AF, 11,620.12 AF of unused Carry Over from prior years, and 8,055 AF of water banked in Littlerock Wash for a total of 27,073.19 AF.
- The full 2024 Water Resources Plan is set. The goal is taking advantage of the available surface water and producing a minimum of 4,300 AF of groundwater using the native and unused Federal production rights. The SWP allocation is set at 40% for 2024.

The reason for the 40% allocation is shown in the following reservoir summary. As stated earlier this year, DWR was limited in its ability to move water through the Delta due to salmon concentrations in the south Delta. While Oroville Reservoir is above average, this delayed filling San Luis Reservoir south of the Delta.

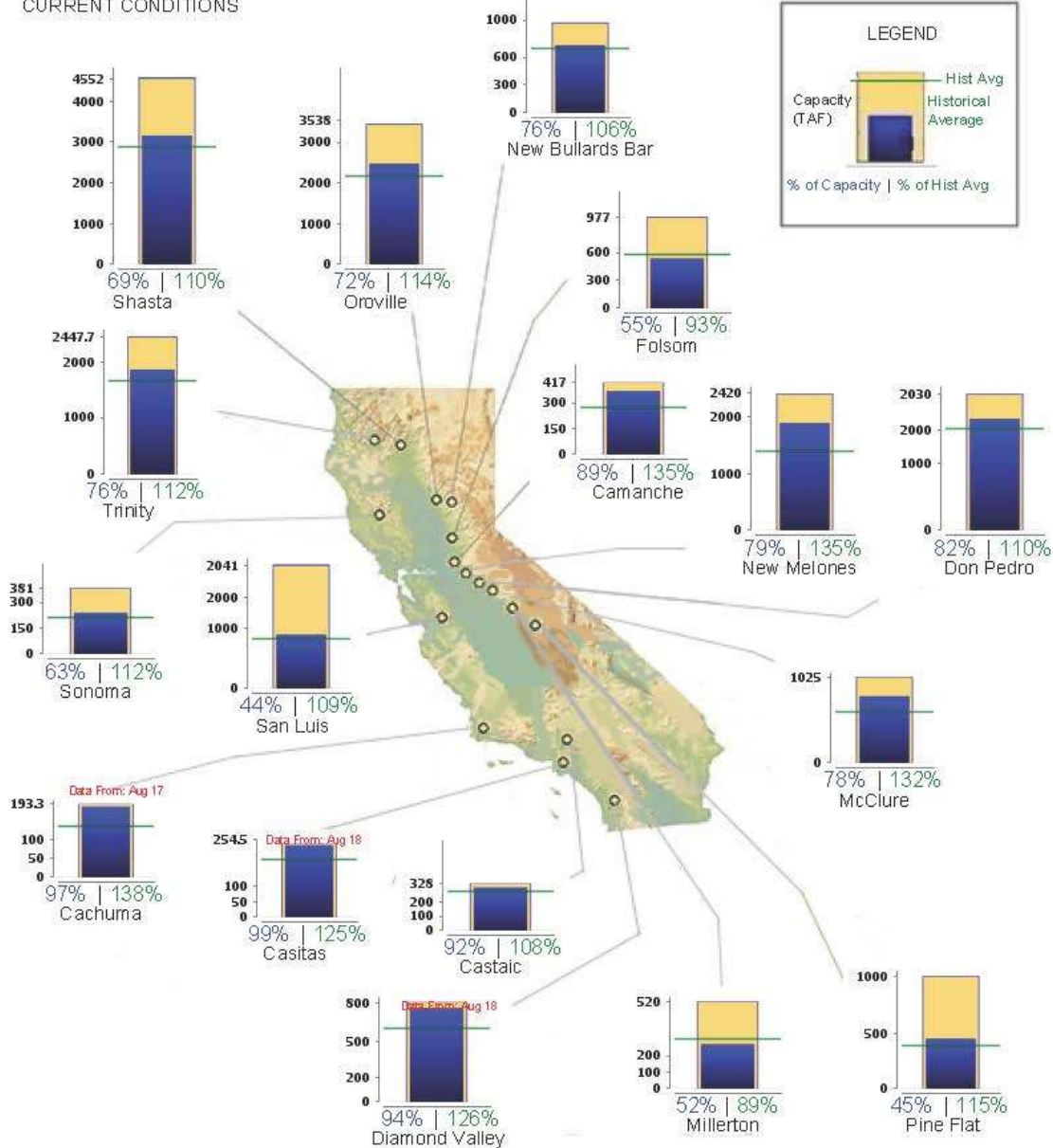
The August 20, 2024 reservoir summary is as follows:



CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - August 19, 2024

CURRENT CONDITIONS

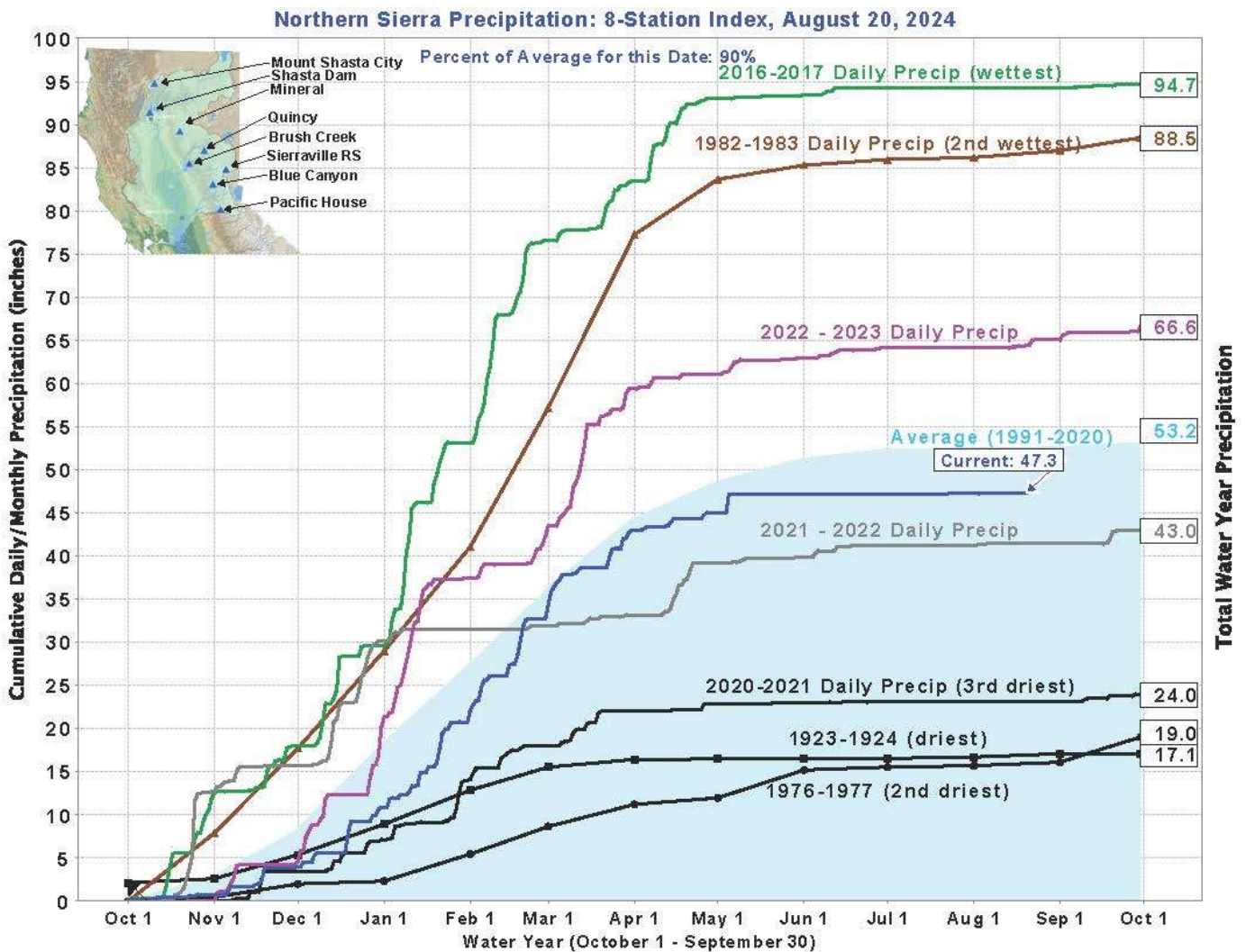


Updated 08/20/2024 07:48 AM

We started the year off with a full and spilling Littlerock Dam. The diversions from Littlerock Reservoir stopped on June 24th. This is because 5,322 AF of the diversion right of 5,500 AF was used in the current water year that began October 1, 2023. The remainder of water stored in Littlerock Reservoir will be available for use starting on October 1, 2024.

Precipitation in the area that contributes to the State Water Project remains at 89% of average for the entire 2023-2024 Water Year (October through September) and is at 90% for this date.

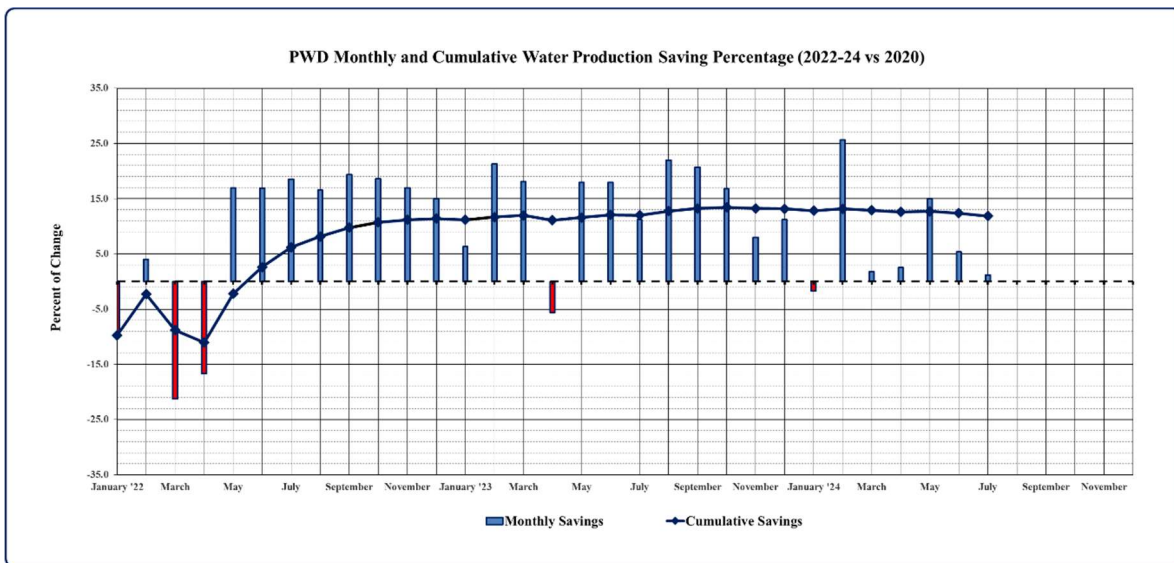
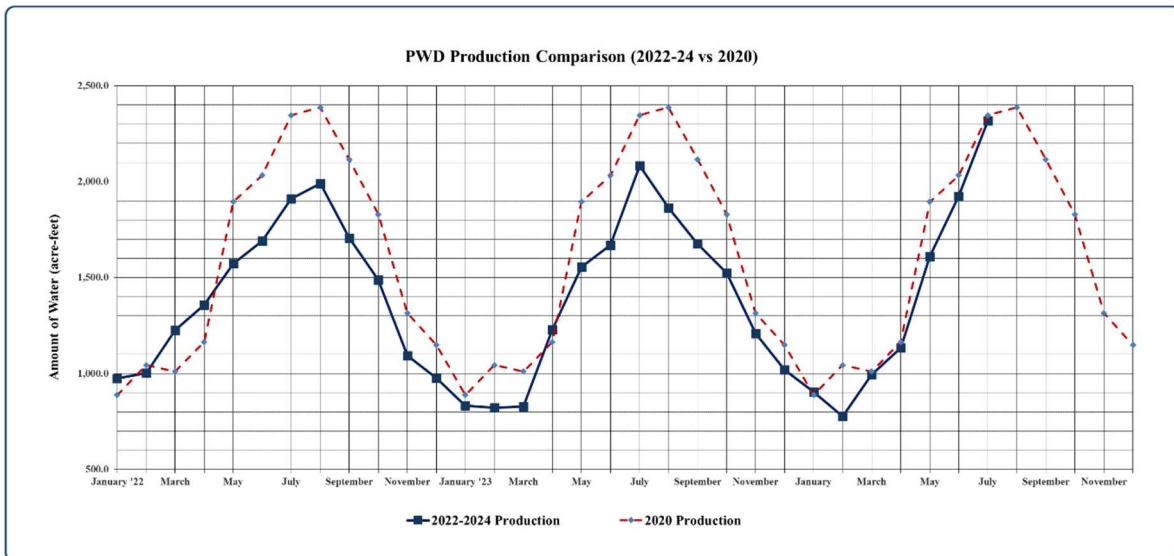
The August 20, 2024 Northern Sierra precipitation is as follows:



2021-2024 Drought and Wet Year Water Use Summary

The following graphs help to show the 2021-2023 drought response and current use by our customers. The first graph, “PWD Production Comparison (2022-24 vs 2020),” shows the monthly water production in both 2022-24 and 2020.

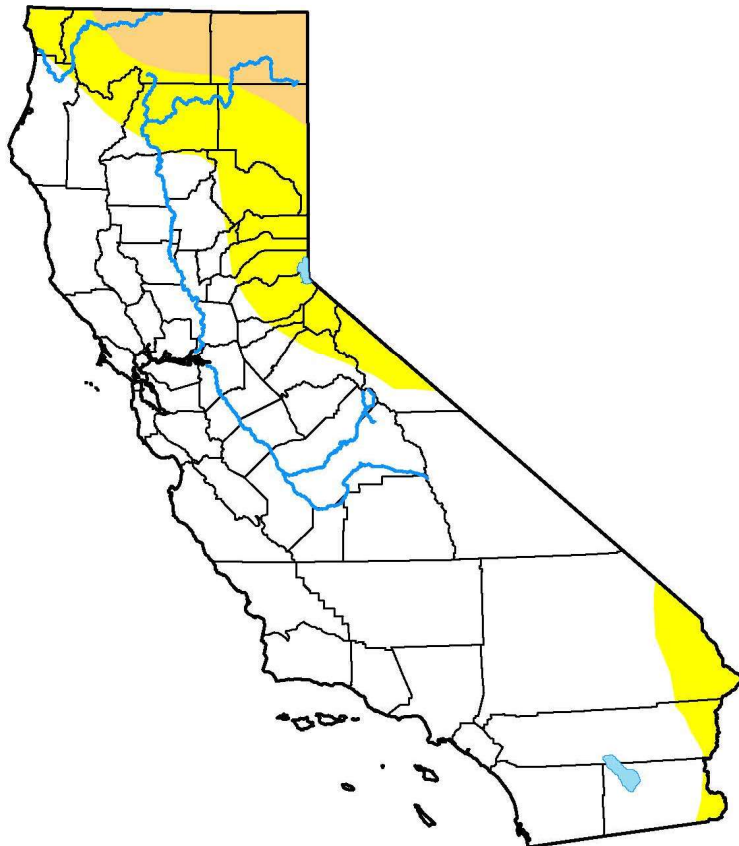
The second graph, “PWD Monthly and Cumulative Water Production Saving Percentage (2022-24 vs. 2020),” illustrates the difference between each month in 2022-24 and 2020. Less production, or **savings** in 2022-24 is shown in **blue** and more production is shown in **red**. Despite ending mandatory conservation measures in March 2023, our customers have only recently started using more water due to the high temperatures this summer. The cumulative water savings is now 11.8%.



The end of the rainy season and the recent heat wave has led to slight drought in some areas of California. These are shown on the following U.S. Drought Monitor dated August 13, 2024:

U.S. Drought Monitor California

August 13, 2024
 (Released Thursday, Aug. 15, 2024)
 Valid 8 a.m. EDT



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	77.29	22.71	5.32	0.00	0.00	0.00
Last Week <i>08-06-2024</i>	77.26	22.74	5.32	0.00	0.00	0.00
3 Months Ago <i>05-14-2024</i>	98.77	1.23	0.00	0.00	0.00	0.00
Start of Calendar Year <i>01-02-2024</i>	96.65	3.35	0.00	0.00	0.00	0.00
Start of Water Year <i>09-26-2023</i>	94.01	5.99	0.07	0.00	0.00	0.00
One Year Ago <i>08-15-2023</i>	74.56	25.44	7.27	0.00	0.00	0.00

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Curtis Riganti
 National Drought Mitigation Center

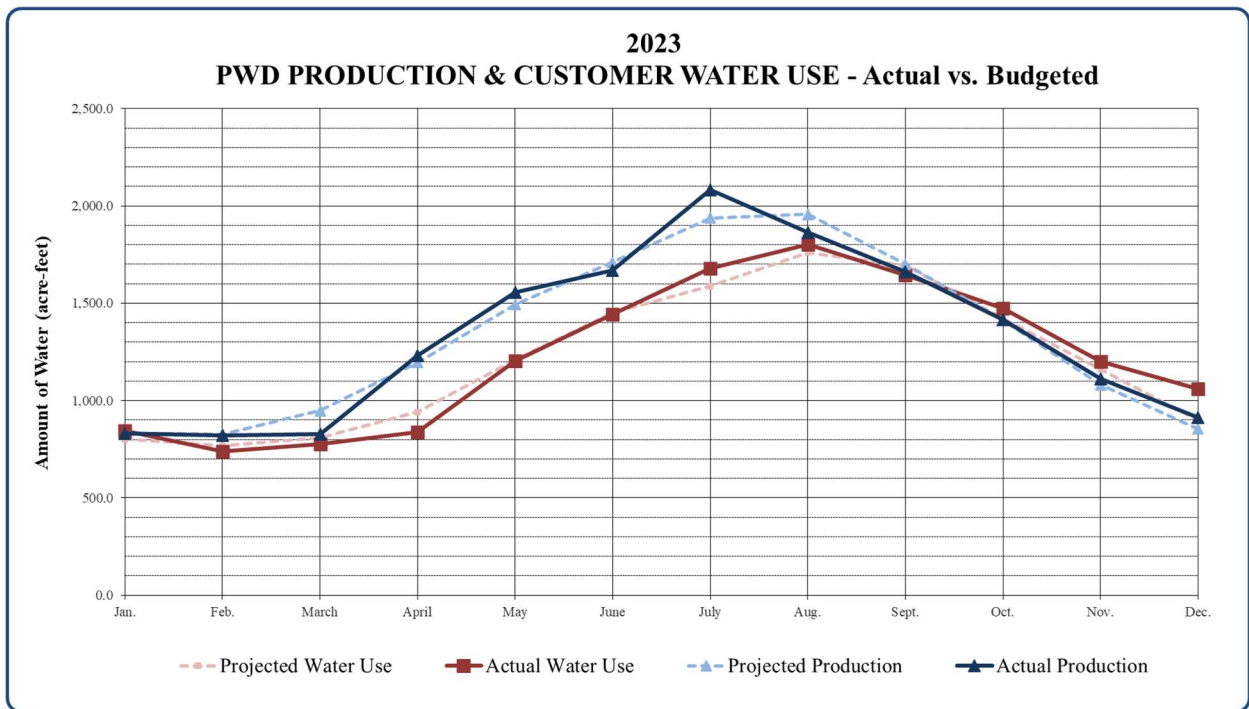
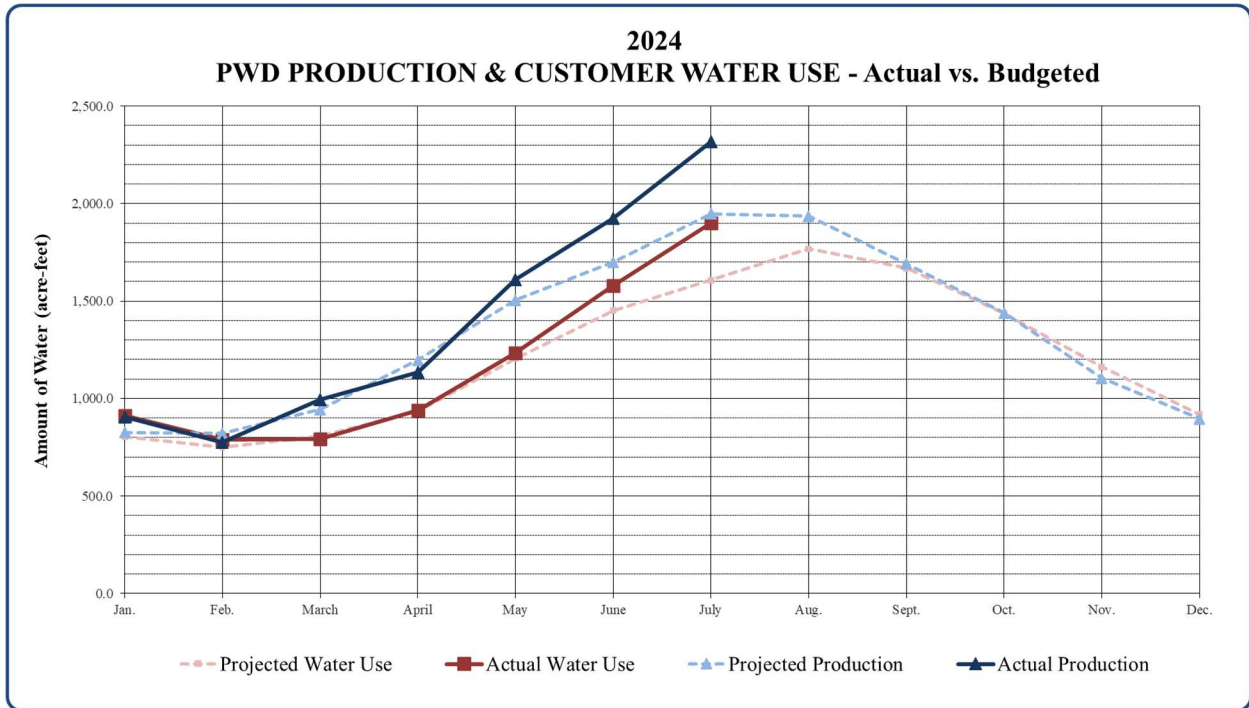


droughtmonitor.unl.edu

2024 and Historical Water Use Information

- The following graph is the actual and projected monthly water consumption and production for 2024. The projected amounts are based on the prior five years of actual monthly information. The projected total consumption is based on the 2024 Budget amount of 14,500 AF. The 2023 graph shows the projected and actual water use for that

year. This year's water use is now moving above projections due to the recent high temperatures.



Other Items

▪ **Littlerock Sediment Removal Project**

The Project consists of three phases. The Grade Control Structure is Phase 1 and was completed in January 2020. Phase II is the removal of 1.2 million cubic yards (CY) of sediment from the reservoir. Approximately 58,000 cubic yards of sediment were removed in 2022 using a single year California Fish and Wildlife permit. Staff continues to work with Aspen Environmental to secure all the necessary permits for multi-year sediment removal. No sediment was removed in 2023 due to having a full reservoir through the end of the year. No sediment will be removed this year either due to the amount of water remaining in the reservoir after reaching the maximum diversion.

▪ **Pure Water AV Project**

The District's goal of using recycled water for a stable potable water supply is advanced water treatment and groundwater augmentation. The project is called Pure Water AV. The program management firm assisting the District with the Project is Stantec. Current activities include management of the construction contract with W. M. Lyles for the Demonstration Facility, refining the funding strategy for the full-sized Project, and working on potential grants.

Staff is working with the Sanitation Districts of Los Angeles County, District 20 (LASD), and the City of Palmdale as collaborators or partners in the Project. Pure Water AV will put the already highly treated tertiary recycled water to a higher beneficial use and satisfies LACSD's goals for use of the water. The City may be interested in the Project for the potential benefits to the area's parks and landscaping during droughts without expanding the current purple pipe distribution system.

Related activities include the design and funding of a recycled water pipeline in Avenue Q from 30th Street East to the future demonstration facility. This pipeline will also provide additional access to recycled water for construction and Palmdale SOAR High School as a potential irrigation customer.

This project is funded by a state grant, PRWA, and PWD. The construction contract was awarded to American Pipeline Services on May 13, 2024. A construction yard is temporarily east of the District office until the permanent site is ready. They are currently moving the bulk water dispenser, utility connections for the Demonstration Facility, and will begin on the pipeline in September.

- **Upper Amargosa Creek Recharge Project**

The Project's construction is complete. The Project partners, City of Palmdale, LA County Waterworks, and AVEK, are working toward finalizing the operation and maintenance agreement. However, the recharge yield in 2023 was very disappointing and will also be discussed to improve it in the future. Additionally, the City of Palmdale also notified the Project partners about the mitigation requirements and costs in 2021. Preliminary costs were stated at that time. However, there has not been any further action on the mitigation activities or finalizing the operation and maintenance agreement.

- **Littlerock Creek Recharge Project**

AVEK, LCID, and the District had an agreement with DWR and the AV Watermaster Engineer for a pilot project to use Littlerock Wash to recharge available Article 21, beyond the District's Table "A", SWP water. Due to the availability of Article 21 water until July. A total of 8,055 AF was recharged through this program. 1,900 AF is planned for banking this way in 2024.

- **2022 Strategic Water Resources Plan Update**

It is in the CEQA phase now with a draft E.I.R. scheduled for release this fall. It looks at the water demands and supplies through 2050, identifies packages of projects to provide additional water supplies, looks at how they will be financed, and will ultimately be used to determine "Water Supply" fees within the Capital Improvement Fees paid by new water service connections.

- **Delta Conveyance Project**

Delta Conveyance Design and Construction Authority (DCA) is a joint power authority responsible for the environmental, design, and engineering of the Project and works with the Department of Water Resources (DWR) on the Project. The Board includes two seats for the East Branch, Class 8, of the California Aqueduct. The Class 8 agencies are AVEK, PWD, Littlerock Creek Irrigation District (LCID), Mojave Water Agency (MWA), Crestline-Lake Arrowhead Water Agency, San Gabriel Valley Municipal Water District, San Bernardino Valley Municipal Water District (SBVMWD), San Gorgonio Pass Water Agency, Desert Water Agency, and Coachella Valley Water District (CVWD).

The Delta Conveyance Project (DCP) Final EIR for the Project was completed in December 2023. DWR then certified the document and issued a Notice of Determination naming the Bethany Alternative as the project moving forward. Work has begun to obtain the necessary permits for the project.

The Board of Directors was briefed by DWR and the DCA on the status of the Project and the updated cost estimate and benefit/cost analysis on June 24, 2024. The current cost estimate is \$20.12 billion with a benefit/cost ratio of 2.20.



Organizational Excellence *Train, Perform, Reward*

This initiative includes efforts to restructure staff duties and activities to more efficiently provide service to our customers. Recent highlights are as follows:

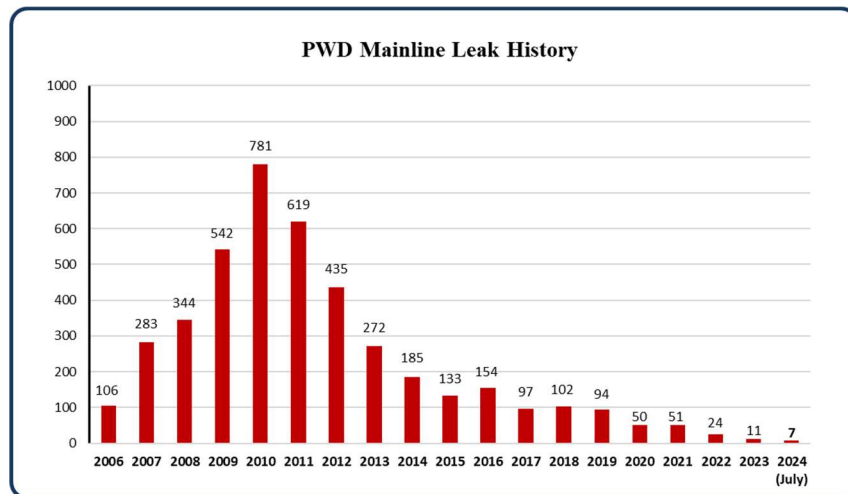
- Nearly 80 percent of the District's staff is required to have certifications or licenses issued by the State of California. Many of these have continuing education requirements which must be met by technical training. The District provides an education reimbursement that can be used by staff for these requirements.
- The District has continued to find ways for internships and training opportunities for college and high school students who are interested in the water industry.
- Staff is beginning to use the telecommuting policy. It allows schedules with a maximum of 25% of time working out of the office.
- An Employee Engagement survey was conducted last November. Information from the survey is being compiled, was presented to the Personnel Committee and staff in February, and meetings by staff to develop action plans addressing areas identified for improvement in the survey are now completed. The staff Engagement Committee will now meet to determine an action plan to address the District's overall results. That action plan and all the department plans will be distributed to staff and directors.
- The Employee Handbook was last updated in 2022. Human Resources Director Garcia worked with staff representatives and legal on a set of updates to the Handbook that were approved by the Board at a regular meeting held July 8, 2024.
- Work is beginning to review and make any necessary updates to all the job descriptions. Once complete, they will be the basis of a salary survey to compare the compensation for positions in similar agencies.



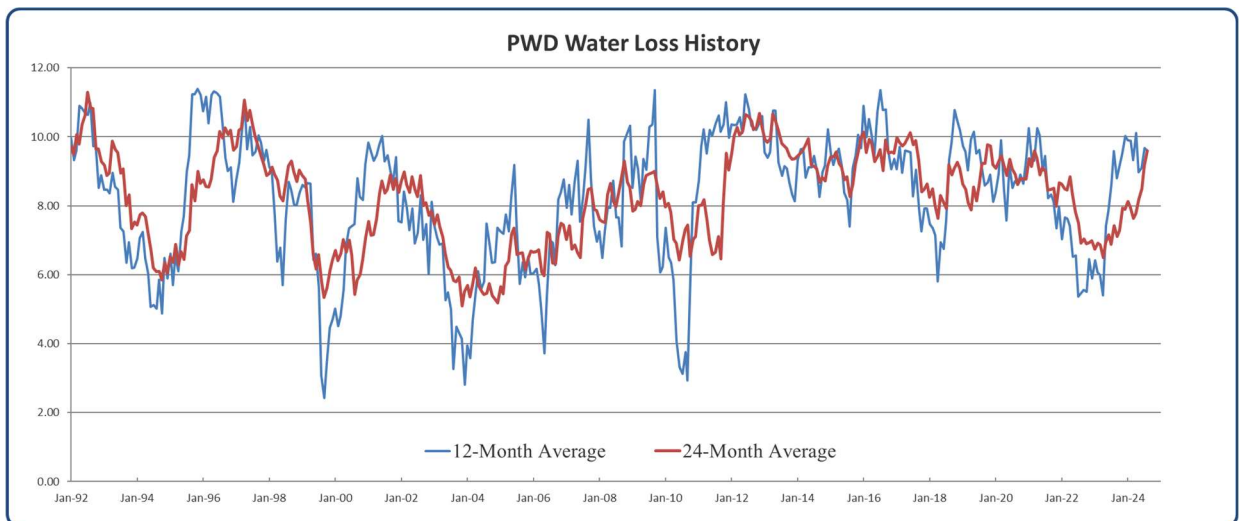
Systems Efficiency *Independence, Technology, Research*

This initiative largely focuses on the state of the District’s infrastructure. Recent highlights are as follows:

- The effects of the District’s past efforts in replacing failing water mains can be seen in the reduced number of mainline leaks. This is illustrated in the following chart titled “PWD Mainline Leak History.” These were seven mainline leaks and 30 service line leaks through July 31, 2024.



- The positive effect of both water main and water meter replacement programs is also shown on the chart titled “PWD Water Loss History.” The running average for water losses is less than 10%.



- The use of batteries for backup power is complete and operational at four booster facilities. This program was funded and managed by the California Public Utilities Commission. These batteries are located at Well 5, the 3M booster site, the 45th Street Booster Station, and the Underground Booster Station. Staff is working with Terra Verde to make sure these systems are managed correctly.
- The District approved two solar PV projects to provide energy for wells, the Clearwell booster, and the Leslie O. Carter Water Treatment Plant in December. One will be located north of the maintenance yard and will provide power for a set of wells. The other will be located between Avenue S and Avenue R-8 on the west side of the railroad tracks. It will provide power for the Clearwell booster and Leslie O. Carter Water Treatment Plant. Work on both of these facilities will begin in September.

Additionally, PV solar companies are expressing an interest in vacant District-owned parcels. Staff and the attorney's office are working through State requirements regarding the sale or long-term lease of vacant land.

- The Resources and Facilities Committee and Board have approved contracts to address improvements needed for the 6 Million Gallon (6M) tank used as the Clearwell for treated water from the Leslie O. Carter Water Treatment Plant. Tank Industry Consultants (TIC) was hired by the District a few years ago to inspect the District's tanks, including the 6M. The executive summary of their 2022 report was distributed to the Board on April 12, 2023 and is the basis of the awarded work.

Staff has completed some of TIC's recommendations. Other recommendations will be addressed when possible until the 6M can be taken out of service. This will be possible after the new 2950' booster station at the 3M tank is completed and the 3M can be used as the Clearwell. Meanwhile, staff is ensuring the 6M is operating safely. This includes removing the baffle curtain last fall due to finding pieces of it in transmission mains.



Financial Health and Stability *Strength, Consistency, Balance*

- Staff is working with RDN on the 2024 Water Rate Study Report. The initial results were presented to the Board at the regular meeting held August 12, 2024. The report will now be finalized and presented to the Board for consideration at a special meeting on

September 16, 2024. If approved, it will be the basis of the Proposition 218 notice to customers on the rate plan. The public hearing is scheduled for November 4, 2024.

- Standard & Poor's recently updated the District's subordinate bond rating as "A- "for the May bond issue. This bond issue will partially fund the Demonstration Facility and other needed projects.
- The District successfully closed the EPA WIFIA Loan for the Pure Water AV Demonstration Facility in June. These ensure the funding for constructing the Demonstration Facility.
- The District is seeking assistance from the State's SAFER Program to provide water service to the Alpine Springs Mobile Home Park on Sierra Highway. It has poor water quality from its well, several health violations, and now relies on hauled water. Maria Kennedy, Kennedy Communications, is experienced with these programs and is contracted with the District to accomplish this. An agreement is now in place to fund water hauling until the connection to the District is approved by the State, constructed, and operational.

A draft engineering report was released on August 2, 2024 that incorporated comments from the June draft report. District staff provided comments and answered questions related to them. The report will be finalized in October and is expected to lead to State funding of the connection.



Regional Leadership *Engage, Lead, Progress*

This initiative includes efforts to involve the community, be involved in regional activities, and be a resource for other agencies in the area. Recent highlights are as follows:

- Activities of the Palmdale Recycled Water Authority (PRWA), AV Integrated Regional Water Management Plan (IRWMP), and Antelope Valley State Water Contractors Association (AVSWCA) have continued. The District has leadership positions in these organizations. District staff is active in the local chambers, AV EDGE, regional human resources, and public information organizations. This includes the recent AV EDGE efforts to help coordinate agencies to allow several large developments to move forward.

- The PRWA Board consists of two Palmdale City Councilmembers, two PWD Board Members, and a public director, Zakeya Anson. Construction of new purple pipes with PRWA is on hold as the District works on the Pure Water AV Project. However, PRWA did approve partial funding of the Avenue Q purple pipe project.
- The “PWD Water Ambassador Academy” (WAA) was held in April 2024. A one-day Junior WAA for high school students is scheduled for October.
- The District and other members of the Public Water Agencies Group (PWAG) share the services of an Emergency Preparedness Coordinator. This approach also helped the District successfully comply with the America’s Water Infrastructure Act (AWIA) of 2018 and respond to the COVID-19 event. It has also been critical in developing mutual aid agreements and more universal equipping of mobile generators.
- Staff has taken a lead role in developing and implementing a valley-wide mutual aid agreement for agencies and mutual water companies.
- **United Water Conservation District Memorandum of Understanding**

The District and United Water Conservation District (United) approved a memorandum of understanding (MOU) to work cooperatively on projects where our interests overlap. These include internships and cooperation with community colleges, combined recreational funding for Piru and Littlerock Reservoir recreational improvements, and assistance and funding of advanced treatment of recycled or brackish water for potable use projects.

There have been several meetings between District staff and United Human Resources staff to discuss apprenticeship programs, intern programs, and work with three community college districts to support water-related curriculum. The first action item from these meetings was the funding of PWD interns for 2022. Participation in interview panels and the development of a mutual aid agreement are also being done.

Recreation staff from United met with District staff and visited the Littlerock Recreation Area in March. They provided good advice and input on a rough plan for helping the Area open in 2024. Staff worked with the Angeles National Forest (ANF) as the first step in clearing the prior recreational concessionaire’s property in the recreational area. All the property now belongs to the ANF. A hazardous material survey is being funded by the District’s existing deposit to begin the process of clearing the site.

Several other meetings have been held regarding the use of available State Water Project (SWP) supplies. District and United staff are working with other East Branch SWP contractors on ways to recategorize water and avoid having water go unused. This is expected to make additional water available for United and the District. Staff also collaborated with United on legislative issues and completed a 2,000 AF SWP exchange agreement.

Additional coordination will also be focused on both agency's advanced water treatment projects. The United project will treat brackish groundwater for potable use by the military. The PWD project, Pure Water AV, will treat tertiary water for potable use by our customers. Once Pure Water AV is more established, joint meetings with state and federal representatives will be held to obtain funding assistance.

The District also recently supported United's concerns and comments on potential changes to the designation of Piru Creek by the Angeles National Forest. These changes could affect the delivery of State Water Project Water to United, including exchanges with the District. A United facility tour was held on July 29, 2024 to assist newer directors for both agencies in understanding each district's operations.



Customer Care, Advocacy, and Outreach *Promote, Educate, Support*

This initiative includes efforts to better serve our customers. Recent highlights are as follows:

- The Rate Assistance Program reached capacity in February. Applications for 2025 will be accepted beginning in November 2024. Staff continually monitors the Program for openings. The Board approved changes to the program in 2023 and it provided assistance to 700 customer accounts in 2024.
- Staff successfully conducted virtual coffee meetings with Directors and their constituents, online "Let's Talk H2O" meetings, issued regular internal and public newsletters, coordinated drive-through giveaways for customers, an in-person customer appreciation day, monitored and maintained the District's social media, and assisted with information for the current drought. In-person workshops have also been held.