Hidden Valley Lake Community Services District
Regular Board Meeting Agenda
Wednesday, May 20, 2026 – 6:00 PM
19400 Hartmann Road, Hidden Valley Lake, CA

The agenda and all supporting documents are available for public review at 19400 Hartmann Road, Hidden Valley Lake, CA 95467, 72 hours in advance of each regularly scheduled meeting. Materials related to any items on this agenda submitted to the Board after distribution of the agenda, and not otherwise exempt from disclosure, will be made available for public review during normal business hours.

Assistance for Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call the Clerk of the Board at 707-987-9201 so the necessary arrangements can be made.

1. **Opening Greeting**
    a. Call to Order
    b. Roll Call:
    c. Pledge of Allegiance
    d. Approval or Amendment of the Agenda

2. **Public Discussion**

    The public is welcomed and encouraged to address the Board at this time on matters not on the agenda. Please be advised that pursuant to Government Code Section 54954.2, the Board is not permitted to act on any matter not on the agenda unless it determines an emergency exists or the need to take action arose after the posting of the agenda. This period will be limited to thirty minutes and individual speakers will be limited to five minutes.

3. **Consent Calendar**

    Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board by one motion, without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar for further discussion, it will be moved to the first item on the Action Agenda.

    a. Minutes:
        1. Approval of the April 9, 2026, FLASHES Project Committee Meeting Minutes.
        2. Approval of the April 9, 2026, Finance Committee Meeting Minutes.
        3. Approval of the April 15, 2026, Regular Board of Directors Meeting Minutes.

b. Disbursements:
    1. Check #004477 - #004543 including drafts and payroll for a total of $483,196.81

4. **Discussion and Possible Action:** Consider Executing the MIP Grant Agreement with PG&E and Authorize the General Manager to Execute the RCRC Grant Loan

5. **Discussion and Possible Action:** Consider Approval of the Transition from West America Bank to 5 -Star Bank

6. **Discussion and Possible Action:** Review of the Draft Budget for Fiscal Year 2026-2027 and Provide Feedback

7. **Discussion and Possible Action:** Consideration of the Proposals for Social Media, Communications, and Public Relations Services from: Archer Public Affairs/Duran Kinst Strategies (DKS), CV Strategies, and Tripepi Smith for a Not to Exceed Annual Amount of $120,000

8. **Discussion and Possible Action:** Consider Approval of Piazza Construction's Bid of $186,507 for the Installation of 7 Isolation Valves

9. **Discussion and Possible Action:** Consider the Approval of GHD's Wastewater Treatment Plant Master Plan Proposal for $167,500

10. **Reports:**

The following agenda items are reports. They are placed on the agenda to provide information to the Board and the public. There is no action called regarding these matters.

a. Board Reports
    1. Finance Committee
    2. Personnel Committee
    3. Emergency Preparedness Committee
    4. FLASHES/Trane Committee
    5. Lake Water Use Agreement Ad Hoc Committee
    6. Valley Oaks Project Sub-Committee
    7. Brambles Ad Hoc Committee

b. General Manager and Staff Reports
    1. Board Priorities
    2. Projects Update
    3. Financial Report

4. Administration/Customer Service Report
5. Regulatory and Legislative Updates
6. Field Operations Report
7. General Manager's Report

11. Board Member Comment

12. Adjourn

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

FINANCE COMMITTEE MEETING
MEETING MINUTES
April 8, 2025 – 1:00 PM

The Hidden Valley Lake Community Services District (District) Finance Committee met at the District office located at 19400 Hartmann Road Hidden Valley Lake, California 95467.

Present were:

Director Jim Freeman
Director Gary Graves
Paul Kelley, General Manager
Penny Cuadras, Administrative Services Manager
Trish Wilkinson, Accounting Supervisor
Hannah Davidson, Project Manager
Kelly Reese, Water Resources Specialist

CALL TO ORDER

The meeting was called to order at 1:00 P.M. by Director Graves.

APPROVAL OF AGENDA

Motion by Director Freeman to approve the Wednesday April 8,2026, Finance Committee agenda as presented. Seconded by Director Graves

DISCUSSION AND POSSIBLE RECOMMENDATION:

Consider the Approval of TerraVerde's Energy Consulting Proposal for $49,500

Staff presented TerraVerde's Energy Consulting Proposal in the amount of $49,500. Committee members discussed the scope of services, anticipated benefits to the District, and budgetary considerations.

After discussion, the Committee recommended approval of TerraVerde's Energy Consulting Proposal in the amount of $49,500.

DISCUSSION AND POSSIBLE RECOMMENDATION:

Consider the Approval of the Proposed 2.2% Cost of Living Adjustment (COLA) for FY 2026-27

Staff reviewed the proposed 2.2% Cost of Living Adjustment (COLA) for Fiscal Year 2026-27.

After Discussion, the Committee recommended approval of the proposed 2.2% Cost of Living Adjustment (COLA) for FY 2026-27 effective July1, 2026.

DISCUSSION AND POSSIBLE RECOMMENDATION:
Draft Budget Review for Fiscal Year 2026-2027

Staff provided an overview of the Draft Budget for Fiscal Year 2026-27. The presentation included revenue and expenditure assumptions, projected fund balances, and major operational and capital considerations.

The Finance Committee provided feedback and direction for continued refinement of the Draft Budget, requesting a second review of revisions at the May Committee Meeting. Committee members further requested that a Board Budget Workshop be scheduled prior to consideration by the Board of Directors at the June 17, 2026, Regular Board Meeting.

DISCUSSION AND POSSIBLE RECOMMENDATION
Monthly Financials

Staff reviewed the monthly financial reports, including revenues, expenditures, and current fund balances.

The Finance Committee received and reviewed the Monthly Financials and had no additional action at this time.

DISCUSSION AND POSSIBLE RECOMMENDATION:
Projects Update

Updates provided by Hannah Davidson; inquiries addressed as presented by the committee.

PUBLIC COMMENT

No Public Comment

COMMITTEE MEMBER COMMENT

Members of the committee expressed appreciation to the staff.

ADJOURNMENT

Motion by Director Freeman to adjourn the meeting at 1:45 PM P.M. Seconded by Director Graves

Motion carries to adjourn the meeting at 1:45 P.M.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

FLASHES PROJECT COMMITTEE MEETING
MEETING MINUTES
THURSDAY APRIL 9, 2026 – 10:00 AM

The Hidden Valley Lake Community Services District (District) Finance Committee met at the District office located at 19400 Hartmann Road Hidden Valley Lake, California 95467.

Present were:

Director Gary Graves
Director Sean Millerick
Paul Kelley, General Manager
Hannah Davidson, Project Manager
Penny Cuadras, Administrative Services Manager

Also Present:
Al Chehrehsaz, TerreVerde Energy Consultant
Tony Pastore, TerreVerde Energy Consultant

CALL TO ORDER

The meeting was called to order at 10:01 p.m. by Director Millerick.

DISCUSSION AND POSSIBLE RECOMMENDATION:
Microgrid Incentive Grant Program Update

Staff provided the latest updates on the final version of the Microgrid Grant Documents. Staff recommend the committee authorize the General Manager to present to the Board for approval at the May Board meeting.

DISCUSSION AND POSSIBLE RECOMMENDATION:
Consideration of TerreVerde's Energy Consulting Proposal

The Committee received information and held discussion regarding a proposal from TerreVerde Energy Consulting for energy-related consulting services. Staff provided an overview of the proposal, including the proposed scope of services, potential benefits to the District, and associated costs.

The Committee members discussed the proposal and asked questions related to project scope, timelines, and how the proposed services could support the District's operational goals. Staff and consultant representatives responded to questions and provided clarification as requested.

Following discussion, the Committee recommended the final agreement proceed to the Board for approval, following a final review by Keys & Fox.

PUBLIC COMMENT

No Public Present.

COMMITTEE MEMBER COMMENT

Members of the committee expressed appreciation to staff for their time and commitment to this project.

ADJOURNMENT

The meeting adjourned at 11:17 PM.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS

REGULAR BOARD MEETING
WEDNESDAY, APRIL 15, 2026– 6:00 PM
MEETING MINUTES

The Regular Meeting of the Hidden Valley Lake Community Services District (District) Board of Directors was held in the District Boardroom at 19400 Hartmann Road Hidden Valley Lake, California 95467.

Director's Present:
Director Jim Freeman, President
Director Gary Graves, Vice President
Director Jim Lieberman
Director Sean Millerick
Director Matthew Metcalf

Staff Present:
Paul Kelley, General Manager
Trish Wilkinson, Accounting Supervisor
Hannah Davidson, Project Manager
Kelly Reese, Water Resources Specialist

CALL TO ORDER

The meeting was called to order at 6:00pm by Director Freeman.

APPROVAL OF AGENDA

Director Lieberman made a motion to approve the April 15, 2026, Regular Board Meeting Agenda as presented. Director Lieberman seconded the motion.

No Further Discussion
No Public Comment

Roll Call Vote:
AYES: (5) Directors, Lieberman, Millerick, Metcalf, Graves and Freeman
NAYS: (0)
ABSTAIN: (0)
ABSENT: (0)
Motion carries unanimously to approve the April 15, 2026, Regular Board Agenda as presented.

PUBLIC COMMENT

No public present.

CONSENT CALENDAR:

Director Millerick made a motion to approve the Consent Calendar. Director Metcalf seconded the motion.

A. Minutes:
   1. Approval of the March 11, 2026, Finance Committee Meeting Minutes.
   2. Approval of the March 12, 2026, Personnel Committee Meeting Minutes
   3. Approval of the March 18, 2026, Regular Board Meeting Minutes.

B. Disbursements:
   1. Check #004412 - #004476 including drafts and payroll for a total of $403,583.75.

No Further Discussion
No Public Comment

Roll Call Vote:
AYES: (5) Directors, Lieberman, Millerick, Metcalf, Graves and Freeman
NAYS: (0)
ABSTAIN: (0)
ABSENT: (0)
The motion carries unanimously, to approve the Consent Calendar as presented.

DISCUSSION AND POSSIBLE ACTION:
Consider the Approval of TerraVerde's Energy Consulting Proposal

Director Graves made a motion to Approve TerraVerde's Energy Consulting Proposal for $49,500. Director Millerick seconded the motion.

TerraVerde's CEO, Ali Chehrehsaz presented the proposal to the Board of Directors. TerraVerde will be evaluating the development of the proposed microgrid project. TerraVerde will assist in determining if the project is viable and aligned with the District's long-term mission.

Board members and staff discussed the need for TerraVerde's expertise in this project due to their extensive involvement in public agencies energy-related projects.

No Further Discussion.
No Public Comment.

Roll Call Vote:
AYES: (5) Directors, Lieberman, Millerick, Metcalf, Graves and Freeman
NAYS: (0)
ABSTAIN: (0)
ABSENT: (0)
Motion carries unanimously to Approve TerraVerdes's Energy Consulting Proposal for $49,500.

DISCUSSION AND POSSIBLE ACTION:
Approve and Authorize the Chair to Sign the Personal Services / Employment Contract between Hidden Valley Lake CSD and Paul Kelley for the position of General Manager which includes Amendment 1

Director Lieberman made a motion to Approve the Chair to Sign for the Personal Services / Employment Contract between Hidden Valley Lake CSD and Paul Kelley for the position of General Manager which includes Amendment 1. Director Millerick seconded the motion.

No Further Discussion.
No Public Comment.

Roll Call Vote:
AYES: (5) Directors, Lieberman, Millerick, Metcalf, Graves and Freeman
NAYS: (0)
ABSTAIN: (0)
ABSENT: (0)
Motion Carries to Approve the Personal Services / Employment Contract between Hidden Valley Lake CSD and Paul Kelley for the position of General Manager which includes Amendment 1.

DISCUSSION AND POSSIBLE ACTION:
Consider the Approval of the Proposed 2.2% Cost of Living Adjustment (COLA) for FY 2026-27

Director Millerick made a motion to Approve the Proposed 2.2% Cost of Living Adjustment (COLA) for FY 2026-27. Director Graves seconded the motion.

The General Manager highlighted how important it is to stay on track with the yearly COLA.

No Further Discussion.
No Public Comment.

Roll Call Vote:
AYES: (5) Directors, Lieberman, Millerick, Metcalf, Graves and Freeman
NAYS: (0)
ABSTAIN: (0)
ABSENT: (0)
Motion Carries unanimously to Approve the proposed 2.2% Cost of Living Adjustment (COLA)

BOARD REPORTS

Finance Committee: Met.
Personnel Committee: Met.
Emergency Preparedness Committee: Have not met.
Lake Water Use Agreement-Ad Hoc Committee: Have not met.
Valley Oaks Sub-Committee: Plan to schedule a meeting, project is moving forward.
FLASHES Project Committee: Met.
Brambles Golf Course Project: Have not met.

GENERAL MANAGER AND STAFF REPORTS

Board Priorities: Update provided by staff.
Projects Update: Update provided by staff.
Financial Report: Update provided by staff.
Administration/Customer Services Report: Update provided by staff.
ACWA Committee Updates: Update provided by staff.
Field Operation Report: Update provided by staff.
General Manager Report: Update provided by staff. The General Manager addressed all inquiries from the board.

PUBLIC COMMENT

The Board received public comments; no motions or actions were taken in response.

BOARD MEMBER COMMENT

Members of the Board expressed their gratitude to the staff.

ADJOURNMENT

Motion by Director Millerick to adjourn at 7:25p.m. Second by Director Graves.

No Further Discussion.
No Public Comment.

Meeting adjourned at 7:25p.m.

_____ _____

Jim Freeman Date Paul Kelley Date
President of the Board General Manager/Secretary to the Board

VENDOR SET: 01 Hidden Valley Lake D I S B U R S E M E N T R E P O R T BANK: ALL
VENDOR CLASS(ES): ALL CLASSES
REPORTING FUND NO#: 120 SEWER ENTERPRISE FUN SORTED BY FUND

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-1046	RAINBOW AGRICULTURAL SERV			N		FUND TOTAL FOR VENDOR	64.34
01-11	STATE OF CALIFORNIA EDD			N		FUND TOTAL FOR VENDOR	2,283.03
01-1705	SPECIAL DISTRICT RISK MAN			N		FUND TOTAL FOR VENDOR	25,747.47
01-1722	US DEPARTMENT OF THE TREA			N		FUND TOTAL FOR VENDOR	5,505.07
01-1751	USA BLUE BOOK			N		FUND TOTAL FOR VENDOR	2,236.82
01-1961	ACWA/JPIA			N		FUND TOTAL FOR VENDOR	714.46
01-21	CALIFORNIA PUBLIC EMPLOYE			N		FUND TOTAL FOR VENDOR	7,429.72
01-2111	DATAPROSE, LLC			N		FUND TOTAL FOR VENDOR	911.39
01-2195	TELSTAR INSTRUMENTS			N		FUND TOTAL FOR VENDOR	3,344.86
01-2283	ARMED FORCE PEST CONTROL,			N		FUND TOTAL FOR VENDOR	230.00
01-2538	HARDESTER'S MARKETS & HAR			N		FUND TOTAL FOR VENDOR	163.55
01-2585	TYLER TECHNOLOGY			N		FUND TOTAL FOR VENDOR	2,905.73
01-2598	VERIZON WIRELESS			N		FUND TOTAL FOR VENDOR	1,023.08
01-2648	B & G TIRES OF MIDDLETOWN			N		FUND TOTAL FOR VENDOR	674.85
01-2672	ADTS, INC			N		FUND TOTAL FOR VENDOR	218.00
01-2674	EUREKA OXYGEN CO.			N		FUND TOTAL FOR VENDOR	44.80
01-2702	PACE SUPPLY CORP			N		FUND TOTAL FOR VENDOR	408.63
01-2788	GHD			N		FUND TOTAL FOR VENDOR	15,841.66
01-2792	ADVANCED SECURITY SYSTEMS			N		FUND TOTAL FOR VENDOR	10,230.41
01-2820	ALPHA ANALYTICAL LABORATO			N		FUND TOTAL FOR VENDOR	5,308.75
01-2823	IAN GIBBS			N		FUND TOTAL FOR VENDOR	100.00
01-2825	NATIONWIDE RETIREMENT SOL			N		FUND TOTAL FOR VENDOR	1,737.50
01-2842	COASTLAND CIVIL ENGINEERI			N		FUND TOTAL FOR VENDOR	95.63
01-2850	STATE WATER RESOURCES CON			N		FUND TOTAL FOR VENDOR	173.00
01-2860	WESTGATE PETROLEUM CO., I			N		FUND TOTAL FOR VENDOR	862.33
01-2885	RGW GROUNDSKEEPING, LLC			N		FUND TOTAL FOR VENDOR	237.50
01-2909	STREAMLINE			N		FUND TOTAL FOR VENDOR	300.00

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-2922	AMAZON CAPITAL SERVICES,			N		FUND TOTAL FOR VENDOR	461.40
01-2945	APPLIED TECHNOLOGY SOLUTI			N		FUND TOTAL FOR VENDOR	532.88
01-2950	AFLAC			N		FUND TOTAL FOR VENDOR	237.86
01-2951	JENFITCH, LLC			N		FUND TOTAL FOR VENDOR	6,405.95
01-2999	PAUL KELLEY			N		FUND TOTAL FOR VENDOR	231.59
01-3023	JOSEPH A LAYMON			N		FUND TOTAL FOR VENDOR	969.28
01-3039	PIAZZA CONSTRUCTION			N		FUND TOTAL FOR VENDOR	65,737.00
01-3051	BARBARA DEMARCO			N		FUND TOTAL FOR VENDOR	112.50
01-3076	UBEO WEST, LLC			N		FUND TOTAL FOR VENDOR	519.43
01-3093	LAKE COUNTY WASTE SOLUTIO			N		FUND TOTAL FOR VENDOR	346.24
01-3110	COURTNEY HERNANDEZ			N		FUND TOTAL FOR VENDOR	1,540.00
01-3116	KELLY REESE			N		FUND TOTAL FOR VENDOR	83.38
01-3142	TOTAL ADMINISTRATIVE SERV			N		FUND TOTAL FOR VENDOR	63.46
01-3151	THOMAS SHEFFER			N		FUND TOTAL FOR VENDOR	54.17
01-3164	UBEO WEST LLC			N		FUND TOTAL FOR VENDOR	42.25
01-3168	MCKENNA FARRES			N		FUND TOTAL FOR VENDOR	36.25
01-3171	CLOVERDALE LOCK & KEY			N		FUND TOTAL FOR VENDOR	2,195.35
01-3173	DAUPLER, INC			N		FUND TOTAL FOR VENDOR	17,498.50
01-3174	AC3			N		FUND TOTAL FOR VENDOR	2,000.00
01-9	PACIFIC GAS & ELECTRIC CO			N		FUND TOTAL FOR VENDOR	3,818.70
	*** FUND TOTALS ***						191,678.77

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-1	MISCELLANEOUS VENDOR			N		FUND TOTAL FOR VENDOR	188.70
01-1046	RAINBOW AGRICULTURAL SERV			N		FUND TOTAL FOR VENDOR	64.33
01-11	STATE OF CALIFORNIA EDD			N		FUND TOTAL FOR VENDOR	2,300.15
01-1112	AMERICAN WATER WORKS ASSO			N		FUND TOTAL FOR VENDOR	539.00
01-1666	AQUA TECH COMPANY			N		FUND TOTAL FOR VENDOR	5,950.00
01-1705	SPECIAL DISTRICT RISK MAN			N		FUND TOTAL FOR VENDOR	25,747.44
01-1722	US DEPARTMENT OF THE TREA			N		FUND TOTAL FOR VENDOR	5,532.36
01-1751	USA BLUE BOOK			N		FUND TOTAL FOR VENDOR	1,022.76
01-1961	ACWA/JPIA			N		FUND TOTAL FOR VENDOR	714.45
01-21	CALIFORNIA PUBLIC EMPLOYE			N		FUND TOTAL FOR VENDOR	7,503.52
01-2111	DATAPROSE, LLC			N		FUND TOTAL FOR VENDOR	911.38
01-2195	TELSTAR INSTRUMENTS			N		FUND TOTAL FOR VENDOR	7,351.20
01-2283	ARMED FORCE PEST CONTROL,			N		FUND TOTAL FOR VENDOR	230.00
01-2538	HARDESTER'S MARKETS & HAR			N		FUND TOTAL FOR VENDOR	165.99
01-2541	MENDO MILL CLEARLAKE			N		FUND TOTAL FOR VENDOR	536.83
01-2545	UPPER PUTAH CREEK WATERS			N		FUND TOTAL FOR VENDOR	87.40
01-2585	TYLER TECHNOLOGY			N		FUND TOTAL FOR VENDOR	2,905.72
01-2598	VERIZON WIRELESS			N		FUND TOTAL FOR VENDOR	1,023.08
01-2648	B & G TIRES OF MIDDLETOWN			N		FUND TOTAL FOR VENDOR	674.85
01-2672	ADTS, INC			N		FUND TOTAL FOR VENDOR	218.00
01-2674	EUREKA OXYGEN CO.			N		FUND TOTAL FOR VENDOR	44.79
01-2788	GHD			N		FUND TOTAL FOR VENDOR	89.70
01-2792	ADVANCED SECURITY SYSTEMS			N		FUND TOTAL FOR VENDOR	10,230.41
01-2820	ALPHA ANALYTICAL LABORATO			N		FUND TOTAL FOR VENDOR	825.00
01-2823	IAN GIBBS			N		FUND TOTAL FOR VENDOR	100.00
01-2825	NATIONWIDE RETIREMENT SOL			N		FUND TOTAL FOR VENDOR	1,737.50
01-2842	COASTLAND CIVIL ENGINEERI			N		FUND TOTAL FOR VENDOR	26,736.61

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-2860	WESTGATE PETROLEUM CO., I			N		FUND TOTAL FOR VENDOR	862.31
01-2878	BADGER METER			N		FUND TOTAL FOR VENDOR	2,297.70
01-2885	RGW GROUNDSKEEPING, LLC			N		FUND TOTAL FOR VENDOR	237.50
01-2909	STREAMLINE			N		FUND TOTAL FOR VENDOR	300.00
01-2922	AMAZON CAPITAL SERVICES,			N		FUND TOTAL FOR VENDOR	540.25
01-2945	APPLIED TECHNOLOGY SOLUTI			N		FUND TOTAL FOR VENDOR	532.87
01-2950	AFLAC			N		FUND TOTAL FOR VENDOR	237.86
01-2999	PAUL KELLEY			N		FUND TOTAL FOR VENDOR	231.58
01-3023	JOSEPH A LAYMON			N		FUND TOTAL FOR VENDOR	969.27
01-3051	BARBARA DEMARCO			N		FUND TOTAL FOR VENDOR	112.50
01-3076	UBEO WEST, LLC			N		FUND TOTAL FOR VENDOR	519.43
01-3081	BENNETT ENGINEERING SERVI			N		FUND TOTAL FOR VENDOR	18,749.75
01-3085	WEST YOST & ASSOCIATES, I			N		FUND TOTAL FOR VENDOR	11,709.25
01-3093	LAKE COUNTY WASTE SOLUTIO			N		FUND TOTAL FOR VENDOR	346.24
01-3095	BRELJE & RACE CONSULTING			N		FUND TOTAL FOR VENDOR	1,693.75
01-3110	COURTNEY HERNANDEZ			N		FUND TOTAL FOR VENDOR	1,540.00
01-3116	KELLY REESE			N		FUND TOTAL FOR VENDOR	83.37
01-3119	GINNLAW, P.C.			N		FUND TOTAL FOR VENDOR	3,108.00
01-3142	TOTAL ADMINISTRATIVE SERV			N		FUND TOTAL FOR VENDOR	63.46
01-3151	THOMAS SHEFFER			N		FUND TOTAL FOR VENDOR	54.16
01-3156	GRISWOLD INDUSTRIES			N		FUND TOTAL FOR VENDOR	31,491.85
01-3164	UBEO WEST LLC			N		FUND TOTAL FOR VENDOR	43.85
01-3168	MCKENNA FARRES			N		FUND TOTAL FOR VENDOR	36.25
01-3171	CLOVERDALE LOCK & KEY			N		FUND TOTAL FOR VENDOR	2,195.33
01-3173	DAUPLER, INC			N		FUND TOTAL FOR VENDOR	17,498.50
01-9	PACIFIC GAS & ELECTRIC CO			N		FUND TOTAL FOR VENDOR	10,498.62
	*** FUND TOTALS ***						209,384.82

VENDOR SET: 01 Hidden Valley Lake D I S B U R S E M E N T R E P O R T BANK: ALL
VENDOR CLASS(ES): ALL CLASSES
REPORTING FUND NO#: 215 RECA REDEMPTION 1995 SORTED BY FUND

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-19	NBS GOVERNMENT FINANCE GR			N		FUND TOTAL FOR VENDOR	2,106.33
	*** FUND TOTALS ***						2,106.33

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-2846	NHA ADVISORS			N		FUND TOTAL FOR VENDOR	4,800.00
	*** FUND TOTALS ***						4,800.00
	*** REPORT TOTALS ***		407,969.92				407,969.92

G / L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
120 2075	AFLAC	237.86
120 2076	TASC	63.46
120 2088	SURVIVOR BENEFITS - PERS	12.81
120 2090	PERS PAYABLE	3,409.34
120 2091	FIT PAYABLE	4,023.26
120 2092	CIT PAYABLE	1,615.73
120 2093	SOCIAL SECURITY PAYABLE	55.25
120 2094	MEDICARE PAYABLE	685.61
120 2095	S D I PAYABLE	614.65
120 2099	DEFERRED COMP - 457 PLAN	1,737.50
120 5-00-5025	RETIREE HEALTH BENEFITS	1,271.02
120 5-00-5060	GASOLINE, OIL & FUEL	926.67
120 5-00-5061	VEHICLE MAINT	1,644.13
120 5-00-5080	MEMBERSHIP & SUBSCRIPTIONS	300.00
120 5-00-5092	POSTAGE & SHIPPING	182.43
120 5-00-5110	CONTRACTUAL SERVICES	17,498.50
120 5-00-5122	ENGINEERING SERVICES	13,214.15
120 5-00-5130	PRINTING & PUBLICATION	728.96
120 5-00-5135	NEWSLETTER	112.50
120 5-00-5145	EQUIPMENT RENTAL	561.68
120 5-00-5148	OPERATING SUPPLIES	7,167.29
120 5-00-5150	REPAIR & REPLACE	9,761.27
120 5-00-5155	MAINT BLDG & GROUNDS	607.66
120 5-00-5156	CUSTODIAL SERVICES	1,540.00
120 5-00-5157	SECURITY	10,230.41
120 5-00-5191	TELEPHONE	1,023.08
120 5-00-5192	ELECTRICITY	3,818.70
120 5-00-5193	OTHER UTILITIES	346.24
120 5-00-5194	IT SERVICES	3,438.61

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
120 5-00-5195	ENV/MONITORING	5,308.75
120 5-00-5315	SAFETY EQUIPMENT	44.80
120 5-10-5010	SALARIES & WAGES	315.75
120 5-10-5020	EMPLOYEE BENEFITS	8,665.12
120 5-10-5021	RETIREMENT BENEFITS	1,977.53
120 5-10-5090	OFFICE SUPPLIES	156.23
120 5-10-5170	TRAVEL / MILEAGE	267.84
120 5-10-5179	ADM MISC EXPENSES	17.54
120 5-30-5010	SALARIES & WAGES	411.22
120 5-30-5020	EMPLOYEE BENEFITS	10,933.55
120 5-30-5021	RETIREMENT BENEFITS	2,030.04
120 5-30-5063	CERTIFICATIONS	173.00
120 5-30-5090	OFFICE SUPPLIES	74.07
120 5-30-5170	TRAVEL / MILEAGE	83.38
120 5-40-5010	DIRECTORS COMPENSATION	68.15
120 5-40-5020	DIRECTOR BENEFITS	32.96
120 5-40-5030	DIRECTOR HEALTH BENEFITS	5,829.93
120 5-70-7201	REGULATORY COMPLIANCE	2,723.14
120 5-70-7205	RISK MANAGEMENT	65,737.00
	** FUND TOTAL **	191,678.77
130 1052	ACCTS REC WATER USE	188.70
130 2075	AFLAC	237.86
130 2076	TASC	63.46
130 2088	SURVIVOR BENEFITS - PERS	13.23
130 2090	PERS PAYABLE	3,445.62
130 2091	FIT PAYABLE	4,034.97
130 2092	CIT PAYABLE	1,625.72
130 2093	SOCIAL SECURITY PAYABLE	55.26
130 2094	MEDICARE PAYABLE	693.48
130 2095	S D I PAYABLE	621.74
130 2099	DEFERRED COMP - PLAN 457 PAYAB	1,737.50
130 5-00-5025	RETIREE HEALTH BENEFITS	1,271.02
130 5-00-5060	GASOLINE, OIL & FUEL	926.64
130 5-00-5061	VEHICLE MAINT	1,644.12
130 5-00-5080	MEMBERSHIP & SUBSCRIPTIONS	839.00
130 5-00-5092	POSTAGE & SHIPPING	182.43
130 5-00-5110	CONTRACTUAL SERVICES	17,498.50
130 5-00-5112	CROSS CONNECTION CONTROL	11,709.25
130 5-00-5122	ENGINEERING SERVICES	185.32
130 5-00-5124	WATER RIGHTS	87.40
130 5-00-5130	PRINTING & PUBLICATION	728.95
130 5-00-5135	NEWSLETTER	112.50
130 5-00-5145	EQUIPMENT RENTAL	563.28
130 5-00-5148	OPERATING SUPPLIES	494.18
130 5-00-5150	REPAIR & REPLACE	48,472.08
130 5-00-5155	MAINT BLDG & GROUNDS	607.65

VENDOR SET: 01 Hidden Valley Lake D I S B U R S E M E N T R E P O R T BANK: ALL
VENDOR CLASS(ES): ALL CLASSES
REPORTING FUND NO#: 223 WATER BOND 2023A SORTED BY FUND

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
130 5-00-5156	CUSTODIAL SERVICES	1,540.00
130 5-00-5157	SECURITY	10,230.41
130 5-00-5191	TELEPHONE	1,023.08
130 5-00-5192	ELECTRICITY	10,498.62
130 5-00-5193	OTHER UTILITIES	346.24
130 5-00-5194	IT SERVICES	5,736.29
130 5-00-5195	ENV/MONITORING	825.00
130 5-00-5315	SAFETY EQUIPMENT	44.79
130 5-10-5010	SALARIES & WAGES	315.73
130 5-10-5020	EMPLOYEE BENEFITS	8,665.11
130 5-10-5021	RETIREMENT BENEFITS	1,977.49
130 5-10-5090	OFFICE SUPPLIES	156.22
130 5-10-5170	TRAVEL / MILEAGE	267.83
130 5-10-5179	ADM MISC EXPENSES	17.53
130 5-30-5010	SALARIES & WAGES	418.89
130 5-30-5020	EMPLOYEE BENEFITS	10,933.52
130 5-30-5021	RETIREMENT BENEFITS	2,067.18
130 5-30-5090	OFFICE SUPPLIES	74.05
130 5-30-5170	TRAVEL / MILEAGE	83.37
130 5-40-5010	DIRECTORS COMPENSATION	68.19
130 5-40-5020	DIRECTOR BENEFTIS	33.01
130 5-40-5030	DIRECTOR HEALTH BENEFITS	5,829.92
130 5-70-7204	RELIABLE WATER SUPPLY	50,192.49
	** FUND TOTAL **	209,384.82
215 5-00-5123	OTHER PROFESSIONAL SERVICES	2,106.33
	** FUND TOTAL **	2,106.33
223 5-00-5123	OTHER PROFESSIONAL SERVICES	4,800.00
	** FUND TOTAL **	4,800.00
	** TOTAL **	407,969.92

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 Hidden Valley Lake
VENDOR: ALL
BANK: ALL
VENDOR CLASS(ES): ALL CLASSES

TRANSACTION SELECTION

REPORTING: PAID ITEMS ,G/L DIST

	======PAYMENT DATES=======	=======ITEM DATES=========	======POSTING DATES=======
PAID ITEMS DATES :	4/01/2026 THRU 4/30/2026	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

REPORT SEQUENCE: FUND
G/L EXPENSE DISTRIBUTION: YES
CHECK RANGE: 000000 THRU 999999

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

Meeting Date: May 20, 2026

Meeting: Board Meeting

To: Board of Directors

From: General Manager

Written by: Project Manager

Project Name: FLASHES

Budgeted: Yes

Budgeted Amount: $3,314,150

Cost Estimate: $3,243,348

Funding Source: 130

Funding Account #: 5-70-7204

Project #: 500

AGENDA ITEM #: 4

AGENDA ITEM TITLE: Consider Both the Execution of the Microgrid Incentive Grant Program Agreement for the FLASHES Project and an Application for the RCRC Grant Application Loan Program for $200,000

SUMMARY: The District is prepared to accept PG&E's Microgrid Incentive Program (MIP) grant award. The "clawback," default, and other high-level risks that prevented the District from executing the original grant agreement have been minimized to their fullest extent.

The District may also consider applying for a $200,000 no-interest loan through the Rural County Representatives of California (RCRC) Grant Application Loan program to support cash flow between the time that project funds are expended and when grant reimbursements are received.

BACKGROUND/ANALYSIS: The District was awarded a $3,243,348 grant under PG&E's Microgrid Incentive Program to perform a feasibility study for the Firemain Linked Auxiliary Supply/Hydraulic Energy Storage (FLASHES) project. In December 2025, the Board of Directors authorized the General Manager to sign the Grant Agreement, the Microgrid Operating Agreement, and Trane's Project Development Reimbursement Agreement. The Board also approved the formation of the FLASHES Project Standing Committee.

On January 6, 2026, the protest period for PG&E's Advice Letter 7660-E-A, under which corrections to the Grant Agreement were proposed, was closed. No protests were received and the Public Utilities Commission (PUC) formally accepted the corrections on April 2, 2026. These changes have been negotiated between PG&E, the County of Lake, and the District since

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

November of 2024.

Following execution of the MIP grant agreement, the District will issue Trane a Notice to Proceed so that they may commence the work outlined under the Project Development Reimbursement Agreement. The agreement is for $3,047,167 under which the District will be fully reimbursed by PG&E in approximate 10% increments. The remaining grant funds will be directly expended by the District and also be fully reimbursed by PG&E in 10% increments.

To assist with cash flow during the execution of the feasibility study, the District may consider applying for RCRC's Grant Application Loan program. This program could provide additional cash flow between the time that project funds are expended and when grant reimbursements are received. Interest fees would apply for a loan request exceeding $200,000.

The Microgrid Operating Agreement would be executed following completion of a positive feasibility study.

RECOMMENDATION: Execute the MIP grant agreement with PG&E and authorize the General Manager to execute the RCRC grant loan

ATTACHMENTS:

a) Excerpt of the PUC disposition letter approving grant agreement amendments
b) Microgrid Incentive Program Grant Agreement redlines
c) Microgrid Incentive Program Grant Agreement
d) Microgrid Operating Agreement
e) Specialty counsel grant agreement review
f) Specialty counsel MOA material risk letter
g) RCRC Grant Application Loan program request form

PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE

April 2, 2026 Advice Letter 7660-E, 7660-E-A, and 7660-E-B

Mr. Sidney Bob Dietz II
c/o Megan Lawson
Director, Regulatory Relations
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612
E-mail: PGETariffs@pge.com

SUBJECT: Pacific Gas and Electric Company's Updates to Grant Agreement and Microgrid Operating Agreement in Compliance with Resolution E-5401

Dear Mr. Sidney Bob Dietz II,

This disposition letter approves, effective August 29, 2025, Pacific Gas and Electric Company (PG&E) Advice Letter (AL) 7660-E, AL 7660-E-A and AL 7660-E-B. AL 7660-E and AL 7660-E-A were protested.

On July 30, 2025, PG&E filed AL 7660-E with a summary of changes made to its approved Microgrid Incentive Program (MIP) Grant Agreement and Microgrid Operating Agreement forms to establish new agreements to address the needs of local and tribal governments as directed by Resolution E-5401. On December 10, 2025, PG&E filed supplemental AL 7660-E-A to make certain changes to the form Grant Agreement and Microgrid Operating Agreement for use with local and tribal governments that are MIP grant awardees. On March 13, 2026, PG&E filed supplemental AL 7660-E-B to make additional changes to the form Grant Agreement and Microgrid Operating Agreement for use with local and tribal governments that are MIP grant awardees. Attachment A discusses AL 7660-E, AL 7660-E-A and AL 7660-E-B, the protests, and Energy Division staff analysis and disposition.

Please contact Taaru Chawla at Energy Division at Taaru.Chawla@cpuc.ca.gov if you have any questions.

Sincerely,

Kerry Fleisher
Director of Distributed Energy Resources, Natural Gas, and Retail Rates
Energy Division
California Public Utilities Commission

Attachment 1

MIP Grant Agreement for Tribal/Local Governments

(Consolidated Redlines)

[FORM FOR USE ONLY WITH LOCAL OR TRIBAL GOVERNMENT MIP AWARDEES]

MICROGRID INCENTIVE PROGRAM GRANT AGREEMENT

between

PACIFIC GAS AND ELECTRIC COMPANY

and

_____

Dated:

_____

Draft

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[FORM FOR USE ONLY WITH LOCAL OR TRIBAL GOVERNMENT MIP AWARDEES]

MICROGRID INCENTIVE PROGRAM GRANT AGREEMENT

This Microgrid Incentive Program (MIP) Grant Agreement (this "Agreement") is made by and between Pacific Gas and Electric Company, a California corporation ("PG&E"), with its principal place of business at 300 Lakeside Drive, Oakland, CA 94612 and _____ ("~~Awardee~~Awardee") is a [~~The~~ Tribal Governmental Authority]/[~~ or~~ Local Governmental Authority]~~")~~, with its principal place of business at _____ as of _____("the Execution Date"). A w a r d e e ~~Awardee~~~~The Tribal or Local Governmental Authority~~ and PG&E are referred to individually as "Party" or collectively as "Parties." PG&E and Awardee~~-Awardee~~~~The Tribal or Local Governmental Authority~~ hereby agree to the following:

RECITALS

A. Whereas PG&E is a public utility providing both wholesale and retail electric power and energy sales and transmission in northern and central California and which owns an extensive electric transmission and distribution system within that area;

B. Whereas the ~~Awardee~~ Awardee is a [~~Local Government~~Local Governmental Authority]/[~~t~~Tribal Governmental A~~a~~uthority~~]/[an entity or individual acting as a representative for a Local Government~~Local Governmental Authority~~/tribal authority~~], that intends to develop and operate a community microgrid project under PG&E's Microgrid Incentive Program ("MIP");

C. Whereas, pursuant to the MIP, Awardee is eligible for an Incentive Award for MIP Project Resources and Balance of System [of up to $14M], an Allowance for Interconnection Upgrades and Facilities [of up to $1M], and an Allowance for Microgrid Special Facilities [of up to $3M];

D. Whereas the MIP Project is governed by PG&E's Community Microgrid Enablement Tariff ("CMET"), which was approved by the California Public Utilities Commission ("CPUC"), and existing rules and tariffs;

E. Whereas, under the MIP, the MIP Project will require the following: 1) Interconnection Agreement for MIP Project Resources; 2) Microgrid Islanding Study to determine the MIP Project Balance of System and operational requirements; 3) PG&E Microgrid Special Facilities Agreement; and 4) PG&E Microgrid Operating Agreement ("MOA") to govern the development and operation of the MIP Project; and,

F. Now, therefore, Awardee wishes to enter into this Agreement with PG&E to govern the issuance of, conditions related to, and accounting for the incentives and allowances provided to the MIP Project.

AGREEMENT

This Agreement shall be binding as of the Effective Date.

1 TERM

1.1 Term

The term of this agreement commences on the Effective Date and shall remain in effect until the earliest of (i) award of the final milestone-based Incentive Payment, pursuant to Section 2.3 of this Agreement, (ii) a period not to exceed two (2) years from execution of MOA, or (iii) five (5) years from the Effective Date, unless sooner terminated in accordance with Section 7.4(A) of this Agreement (the "Term").

Notwithstanding the foregoing, the terms and conditions of this Agreement shall thereafter remain in effect until both Parties have fulfilled all obligations arising under this Agreement.

2 INCENTIVE AWARD

2.1 Incentive Award

The maximum total Incentive Award payable by PG&E to Awardee for development of the MIP Project under this Agreement, shall be $_____, as identified in the approved Application Incentive Request ("AIR") and attached as Appendix II to this Agreement. Awardee agrees that MIP Project development costs that exceed this amount shall be Awardee's responsibility.

2.2 Eligible Project Costs

Awardee agrees that Incentive Award may be applied exclusively to Eligible Project Costs in accordance with (i) applicable provisions of the law, (ii) the CPUC MIP Order[1], and (iii) as identified in Appendix III, consistent with the AIR and Incentive Milestones.

2.3 Incentive Milestones

Subject to this Section 2.3, PG&E shall disburse to the Awardee the Incentive Award on the schedule and in the amounts set forth in the Incentive Milestones identified in Appendix III of this Agreement.

A. All disbursements shall be contingent upon the Awardee first satisfying the requisite requirements for the Incentive Milestone. ~~and posting any required Development Performance Assurance (as defined in Section 4.3) for each such disbursement.~~

B. When Awardee has satisfied the requirements for an Incentive Milestone, Awardee shall provide an Incentive Payment Request using the form as provided in Appendix IV identifying Eligible Project Costs with supporting documentation associated with the Milestone activity in form and substance reasonably satisfactory to PG&E. If such

[1] See CPUC Decision 23-04-034 Adopting Implementation Rules For The Microgrid Incentive Program

documentation is insufficient to confirm Awardee's satisfaction of such requirements, PG&E will provide Notice to Awardee describing such insufficiencies, and Awardee will have [thirty (30) days] from receipt of such Notice to remedy such insufficiencies to PG&E's reasonable satisfaction. Once a complete Incentive Payment Request is received by PG&E, PG&E shall issue the payment due according to the amount set forth in Appendix III within 45 days.

~~B.~~

C. If Awardee fails to satisfy the requirements for an Incentive Milestone (including a failure to remedy an insufficient Incentive Payment Request, as provided in Section 2.3(B), or anticipates that it will be unable to meet an Incentive Milestone for any reason: PG&E may declare an Awardee's Event of Default as provided in Section 7.1 of this Agreement, and Awardee may be required to develop a cure or be subject to termination of this Agreement pursuant to Section 7.4.

3 ALLOWANCES

3.1 Microgrid Special Facility Allowance

PG&E shall provide a Microgrid Special Facilities Allowance not to exceed three (3) million dollars as a credit against Awardee's responsibility for PG&E's costs to study and enable the safe islanding of a Community Microgrid as identified in the Microgrid Special Facility Agreement attached to the MOA, subject to this Section 3.1. PG&E's Microgrid Special Facilities Allowance costs may include, but are not limited to, a Microgrid Islanding Study (MIS), isolation devices, fault protection devices, utility microgrid controller, and distribution system hardening, as described in Appendix VI. PG&E rules and procedures for special facilities, as may be modified by the CPUC from time to time, shall apply to MIP projects. At the time the Generator Interconnection Agreement is negotiated for this MIP Project, Awardee shall ensure that the up-front "One-time payment" option for the cost of ownership is selected to be eligible for the Microgrid Special Facilities Allowance; if this option is not selected, Awardee will not be eligible for the Microgrid Special Facilities Allowance. In no event shall Awardee be required to reimburse PG&E for any Microgrid Special Facilities Allowance received pursuant to this Section 3.1.

3.2 MIP Interconnection Allowance

PG&E shall provide a MIP Interconnection Allowance not to exceed one (1) million dollars as a credit against Awardee's responsibility for PG&E's costs for Interconnection Study deposits or fees for eligible In Front of the Meter (IFOM) MIP Project Resources, and for required Interconnection Facilities and Distribution Upgrades identified in the Interconnection Study attached with MOA, subject to this Section 3.2. PG&E rules and procedures for interconnection, as may be modified by the CAISO and/or CPUC from time to time, shall apply to MIP projects. At the time the Generator Interconnection Agreement is negotiated for this MIP Project, Awardee shall ensure that the up-front "One-time payment" option for the cost of ownership is selected to be eligible for the Interconnection

Allowance; if this option is not selected, Awardee will not be eligible for the Interconnection Allowance. In no event shall Awardee be required to reimburse PG&E for any MIP Interconnection Allowance received pursuant to this Section 3.2.

4 PERFORMANCE REQUIREMENTS

4.1 MIP Project Operating Performance Requirements

Awardee, directly or through its contractors and Community Microgrid Aggregator (CMG Aggregator) it engages to satisfy some or all of the performance obligations on its behalf, shall ensure that the MIP Project is designed and constructed to satisfy the following MIP Project Operating Performance Requirements (collectively, the "Operating Performance Requirements") during commissioning testing to receive Islanding Operation Date (IOD):

A. The MIP Project resources shall be sized and operated to serve a minimum of 24 consecutive hours of energy in Island Mode as determined by a typical load profile within the Microgrid Boundary as identified in the Microgrid Islanding Study attached with MOA.

B. The MIP Project Resources must comply with the emissions standards adopted by the California Air Resources Board (CARB), pursuant to the distributed generation certification program requirements of Section 94203 of Title 17 of the California Code of Regulations, or any successor regulation.

C. The MIP Project, when operating in Island Mode, shall not produce aggregate emissions from MIP Project Resources and non-Project Resources greater than the equivalent emissions from grid power.

D. The MIP Project must successfully meet the Operating Performance Requirements as specified in Appendix XII of the MOA.

If the MIP Project fails to satisfy all of the Operating Performance Requirements as set forth in this Section 4.1, then PG&E may declare an Awardee's Event of Default as provided in Section 7.1 of this Agreement, and Awardee may be required to develop a cure or be subject to termination of this Agreement pursuant to Section 7.4 of this Agreement.

4.2 MIP Project Development ~~Performance Assurance~~Contractor Performance Bonding Requirement

For contracts or subcontracts related to the development of the MIP Project, the Awardee shall require a Performance Bond ~~Contractor Performance Bonding~~ of its contractors and CMG Aggregator for 100 percent of the total dollar amount of each contract, or the sum of all dollar amounts contracts with the same entity for the same MIP Project, if said contract or sum of contracts is equal to or in ~~in~~ excess of $100,000 ~~A "performance bond" is one executed in connection with a contract with Awardee to secure fulfillment of all the contractor's obligations under such contract.~~

~~Subject to, and as more particularly described in Appendix IX, Awardee must post and maintain Development Performance Assurance in the amount of 100% of each Incentive Award made under this Agreement as cash or a letter of credit to secure the obligations of Awardee under the MOA through the CMET Project Islanding Operation Date (as such term is defined in the MOA). If there is no outstanding Event of Default by Awardee under~~

~~this Agreement as of the CMET Project Islanding Operation Date, PG&E will return or release the Development Performance Assurance as provided in Appendix IX.~~

5 PROJECT REPORTING AND AUDITING

During the Term, the Awardee shall furnish to PG&E a MIP Project Progress Report using the form as provided in Appendix VII with supporting documentation in form and substance reasonably satisfactory to PG&E. Progress Reports shall indicate whether Awardee is on target to meet Incentive Milestones, including if Awardee anticipates that it will be unable to meet an Incentive Milestone for any reason. Awardee shall promptly give such other relevant information as may be required by PG&E and/or the CPUC.

5.1 Project Reporting Frequency

A. Within fifteen (15) days after the close of each quarter from the first quarter following the Execution Date, until the Island Operation Date, provide to PG&E a quarterly Progress Report and agree to regularly scheduled meetings between representatives of PG&E and Awardee to review such quarterly reports and discuss Awardee's development progress.

B. Within fifteen (15) days after the close of each month following the execution of the MOA until the Island Operation Date, provide to PG&E a monthly Progress Report and agree to regularly scheduled meetings between representatives of PG&E and Awardee to review such monthly reports and discuss Awardee's development progress.

5.2 CPUC Regulatory Reporting

The Awardee shall comply with all CPUC regulatory reporting requirements (without limitation thereto) by providing PG&E with all required data in a format suitable for submittal to the CPUC as may be reasonably requested by PG&E from time to time. The regulatory reports shall contain all information and be in a format as may be required and/or modified by the CPUC from time to time.

5.3 Audit

PG&E has the right, at its sole expense and during normal working hours, after reasonable Notice, to examine the records of the Awardee to the extent reasonably necessary to verify the accuracy of any invoice, Project Report, or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any invoice, the necessary adjustments in such invoice and in the associated Incentive Payment or future Incentive Payment, including return of any incentive overpayments, shall be made as determined by PG&E. The provisions of this Section 5.3 will survive termination of this Agreement. PG&E will have the right to implement the provisions of this section, and the Awardee shall have the obligation to preserve all relevant documentation, for three years following the date of termination of this Agreement.

5.4 Final Project Report

The Awardee shall deliver a final Project Report to PG&E at the conclusion of the MIP

Project as directed by PG&E no later than 6 (six) months after IOD. The final Project Report shall, at a minimum, provide a discussion addressing each of the following sub-topics:

a. MIP Project Overview (including total project cost, duration, and any variances);

b. Summary of MIP Project Accomplishments;

c. Description of Challenges or Other Issues

d. MIP Program Improvement Recommendations; and

e. Other items requested by PG&E.

6 LIABILITY, INDEMNITY, CONSEQUENTIAL DAMAGES, AND INSURANCE

6.1 Limitation of Remedies, Liability and Damages

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION (OTHER THAN IN SECTION 6.2) OR OTHERWISE EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6.2, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM

OR LOSS.

6.2 Indemnity

A. Awardee shall indemnify, protect, defend, and hold harmless PG&E from liability incurred to third parties as a result of carrying out the provisions of this Agreement as applicable to the MIP Project, except in cases of gross negligence or intentional wrongdoing by PG&E. Liability under this provision is exempt from the general limitations on liability found in Section 6.1.

B. Awardee shall at all times indemnify, defend, and hold PG&E harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Awardee's action or failure to meet its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by PG&E.

C. If PG&E is entitled to indemnification under this Section 6.2 as a result of a claim by a third party, and Awardee fails, after notice and reasonable opportunity to proceed under this Section 6.2, to assume the defense of such claim, PG&E may at the expense of the Awardee contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

D. If Awardee is obligated to indemnify and hold PG&E harmless under this Section 6.2, the amount owing to PG&E shall be the amount of PG&E's actual loss, net of any insurance or other recovery.

Promptly after receipt by PG&E of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 6 may apply; PG&E shall notify the Awardee of such fact. Any failure of or delay in such notification shall not affect the Awardee's indemnification obligation unless such failure or delay is materially prejudicial to the Awardee.

7 EVENTS OF DEFAULT AND TERMINATION

7.1 Events of Default

A. Awardee: The Awardee will be deemed a "Defaulting Party" upon the occurrence of any of the following (each an "Event of Default"):

(a) Any false statement, representation contained in this Agreement, in the Application Incentive Request, or in any other document submitted to PG&E under this Agreement is found by PG&E to be false or misleading.

(b) The Awardee fails to satisfy the requirements for an Incentive Milestone as set forth in Section 2.3(C) of this Agreement.

(c) Withdrawal of the request for a Microgrid Islanding Study or an interconnection request for the MIP Project.

(d) Lack of execution of an MOA for the MIP Project within ninety (90) days of execution of the latter of any application Interconnection or Special Facilities

Agreements as required by the CMET.

(e) Termination of the MOA for the MIP Project, or of any other agreement required for the development and operation of the MIP Project, including, but not limited to the MIP Project Resource Interconnection Agreement.

(f) Failure of the MIP Project Resource to achieve commercial operations pursuant to its Interconnection Agreement.

(g) Failure of the MIP Project to satisfy all the Operating Performance Requirements as set forth in Section 4.1 of this Agreement.

~~(h)~~ Non-conformance of the MIP Project with the eligibility requirements set forth in the CMET.

~~(i)~~(h) ~~Requirement by an Order from the CPUC or other Regulatory Authority with jurisdiction over either of the Parties that the Agreement or the MIP Project be terminated.~~

B. Either Party: Either Party will be deemed a "Defaulting Party" if a Party fails to perform any of its material obligations or covenants under this Agreement not otherwise addressed in this Section 7.1 when and as required (each an "Event of Default").

7.2 Default Notice & Remedy

A. Upon the occurrence of an Event of Default, the non-defaulting Party shall give written Notice of such default to the Defaulting Party. For Events of Default the Defaulting Party shall otherwise have sixty (60) Calendar Days from receipt of the Default Notice within which to cure such Event of Default; provided however, if such Event of Default is not capable of cure within sixty (60) Calendar Days, the Defaulting Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six (6) months from receipt of the Event of Default Notice; and, if cured within such time, the Default specified in such Notice shall cease to exist.

B. If an Event of Default is not cured as provided in this Section 7.2 and is ongoing, the non-Defaulting Party shall have the right to terminate this Agreement by written notice at any time and to be relieved of any further obligation hereunder. Further~~and~~, whether or not ~~that~~ the non-Defaulting Party terminates this Agreement, the non-Defaulting Party shall have the right to recover from the Defaulting Party all amounts due hereunder, plus all other damages and remedies to which ~~it~~ the non-Defaulting Party is entitled under this Agreement at law or in equity. The provisions of this Section 7.2.(B) will survive termination of this Agreement.

C. In the event of early termination of this Agreement prior to completion of the MIP Project, any amounts associated with MIP Incentive Award funds that are recovered by the Awardee in connection with the exercise of Awardee's rights under contracts and associated Performance Bonds with its contractors and CMG Aggregator, less any costs or expenses incurred by Awardee in connection with such recovery, shall be returned by Awardee to PG&E, and shall be PG&E's sole remedy for such early termination pursuant to Section 7.4(A), and if such early termination is pursuant to

Section 7.2(B), shall be PG&E's sole remedy for such early termination with regard to such funds, except in cases of bad faith, willful misconduct, or fraud. Nothing in this paragraph shall limit PG&E's rights pursuant to Section 5.3, including but not limited to PG&E's right to audit and to seek any return of incentive overpayments that were the result of inaccuracies in any invoice submitted by Awardee.

7.3 Waiver

A. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

B. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

7.4 Termination

A. If the Awardee or CMG Aggregator determines in good faith that the MIP Project has become infeasible and elects not to continue development, Awardee may terminate this Agreement upon notice to PG&E, and such termination will be effective as of the date designated in writing by the Awardee, at its sole discretion. In the event of a termination pursuant to this Section 7.4(A), PG&E's sole remedy shall be the return of any recovered funds pursuant to Section 7.2(C).

B. In the event of a termination of this Grant Agreement pursuant to Section~~s~~ 7.1 ,~~-~~such termination will be effective as of the date designated in writing by the non-Defaulting Party, at its sole discretion, provided that any termination pursuant to an Order from the CPUC or other Regulatory Authority with jurisdiction over either of the Parties that the Agreement or the MIP Project be terminated~~Section 7.1.A.(i)~~ will be effective on a date consistent with said Order.

8 GOVERNMENTAL CHANGES

8.1 Cooperation

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

8.2 Governmental Charges

Awardee shall pay or cause to be paid all taxes or fees imposed by any Governmental Authority (Governmental Charges) on or with respect to the MIP Project, by reason of the execution, delivery, performance or enforcement of this Agreement; provided, PG&E shall pay or cause to be paid all such taxes or fees for which it is responsible under applicable law and consistent with CPUC tariffs. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under Law.

9 COVENANTS

9.1 General Covenants

Each Party covenants throughout the Term of this Agreement as follows:

A. [It shall continue to be duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and qualified to conduct business in the State of California and in all jurisdictions where ownership of its properties or its operations require such qualifications, except where the failure to do so would not have a material adverse effect on its financial condition, its ability to own its properties or transact its business, or to carry out the transactions contemplated hereby][may be modified by mutual agreements with Tribal Government counterparties];

B. It shall maintain (or obtain from time to time as required, including through renewal, as applicable) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement;

C. It shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law applicable to it;

D. It shall follow all rules, orders and tariffs approved or established by the CPUC and the CAISO with respect to the MIP Project development and operation, provided that if Awardee is not the CMG Aggregator for the MIP Project, Awardee will ensure that CMG Aggregator shall follow all such rules, orders and tariffs.

9.2 Covenants of Awardee

Awardee covenants to and for the benefit of PG&E throughout the Term:

A. It shall apply the MIP Incentive Award funds solely towards Eligible Project Costs, in accordance with the requirements of the Incentive Milestones, and

B. It shall comply, and shall ensure that CMG Aggregator complies, with all applicable Laws, Applicable Rules and Standards, and to the Utility Distribution Company requirements applicable to the MIP Project.

10 ASSIGNMENT

10.1 General Assignment

Neither Party will assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent will not be unreasonably conditioned, delayed, or withheld so long as (a) the assignee assumes the transferring Party's performance obligations under this Agreement, (b) the assignee agrees in writing to be bound by the terms and conditions hereof, (c) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee's technical and financial capability to fulfill the assigning Party's obligations hereunder, (d) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request, and (e) in the case of Awardee as the transferring Party with a transfer to an assignee that will have operational control of the MIP Project, Awardee delivers to PG&E, upon PG&E's request, documentation to demonstrate the assignee is capable of satisfying and complying with all

provisions of this Agreement.

10.2 Assignment in Connection with a Change in Control

Any direct change of control of Awardee or Awardee's Parent (whether voluntary or by operation of Law) is deemed an assignment and shall require the prior written consent of PG&E which consent shall not be unreasonably conditioned, delayed or withheld, provided that the requirements identified in Section 10.1(a) through (e) are met. Awardee shall use commercially reasonable efforts to provide PG&E (a) Notice at least ten (10) days prior to the effectiveness of any indirect change in control, and shall in any event provide such Notice no later than ten (10) Business Days after the indirect change in control, and (b) such other information as PG&E may reasonably request in connection with such change in control.

10.3 Unauthorized Assignment

Any attempted assignment that violates this Article 10 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Awardee. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

11 DISPUTE RESOLUTION

The Parties agree to attempt to resolve all disputes associated with this Agreement according to the provisions of this Article 11.

11.1 Notification and Negotiation

A. In the event of a dispute, the dispute shall be documented in a written Notice by the aggrieved Party to the other Party containing the relevant known facts pertaining to the dispute, the specific dispute and the relief sought, and express Notice by the aggrieved Party that it is invoking the procedures under this Article 11. The Notice shall be sent to the Party's email address and physical address set forth under Notices in Article 13. A copy of the Notice shall also be sent to the Energy Division, Office of the Director, at the CPUC. The receiving Party shall acknowledge the notice within five (5) Calendar Days of its receipt.

B. Upon the aggrieved Party notifying the other Party of the dispute, each Party must designate a representative with the authority to make decisions for its respective Party to review the dispute within seven (7) Calendar Days.

C. Upon receipt of Notice, receiving Party shall provide the aggrieved Party with all relevant regulatory and/or technical details and analysis regarding the MIP Project under dispute within twenty-one (21) Calendar Days.

D. Within forty-five (45) Calendar Days of the date of the Notice, the Parties' Authorized Representatives will be required to meet and confer to try to resolve the dispute. Parties are expected to operate in good faith and use best efforts to resolve the dispute.

E. If a resolution is not reached in forty-five (45) Calendar Days from the date of the

notice, either 1) a Party may request to continue negotiations for an additional forty-five (45) Calendar Days or 2) the Parties may by mutual agreement make a written request for mediation to the Alternative Dispute Resolution (ADR) Coordinator in the CPUC's Administrative Law Judge (ALJ) Division. The request may be submitted by electronic mail to adr_program@cpuc.ca.gov. Alternatively, both Parties by mutual agreement may request mediation from an outside third-party mediator with costs to be shared equally between the Parties.

F. At any time, either Party may file a formal complaint before the CPUC pursuant to California PUC section 1702 and Article 4 of the CPUC's Rules of Practice and Procedure. Nothing in this section shall be construed to limit the rights of any Party to exercise rights and remedies under ~~CPUC~~ California law.

11.2 Performance During Dispute

A. Pending resolution of any dispute under this Article 11, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement unless this Agreement has been terminated.

B. If a dispute for which a Party has provided a Notice pursuant to this Article 11 remains unresolved to the satisfaction of either Party more than sixty (60) days following receipt of the Notice, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

12 GENERAL PROVISIONS

12.1 General

All attached Appendices are hereby incorporated by reference and are made part of this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof. No amendment or modification to this Agreement shall be enforceable unless reduced to a writing signed by all Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). The headings used herein are for convenience and reference purposes only.

12.2 Severability

If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

12.3 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be

deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by e-mail will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by e-mail will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

12.4 Interpretation

The following rules of interpretation apply:

A. The term "including" means "including without limitation"; the terms "year" and "calendar year" mean the period of months from January 1 through and including December 31; the term "month" means a calendar month unless otherwise indicated, and a "day" means a 24-hour period beginning at 12:00:01 a.m. and ending at 12:00:00 midnight; provided that a "day" may be 23 or 25 hours on those days on which daylight-saving time begins or ends, respectively.

B. Unless otherwise specified herein, where the consent of a Party is required, such consent shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

C. Unless otherwise specified herein, all references herein to any Order, tariff, agreement, or other document of any description shall be construed to give effect to amendments, supplements, modifications or any superseding Order, tariff, agreement or document as then exist at the applicable time to which such construction applies unless otherwise specified.

D. In the event of any conflict between the terms and conditions of this Agreement and any of the following agreements, the terms and conditions of the following agreements will control: the MOA, any MIP Project Interconnection Agreements under PG&E's Electric Rule 21 or PG&E's Wholesale Distribution Tariff, PG&E's Electric Rule 2, and any Microgrid Special Facilities Agreements.

E. Capitalized terms used in this Agreement, including the appendices hereto, have the meaning set forth in Appendix I-B, unless otherwise specified.

F. References in the singular include references in the plural and vice versa, pronouns having masculine or feminine gender will be deemed to include the other, and words denoting natural persons include partnerships, firms, companies, corporations, limited liability companies, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal personality). Other grammatical forms of defined words or phrases have corresponding meanings.

G. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. Words referring to market rules, activities and practice have the meaning generally ascribed to such words in California.

H. References to a particular section, subsection, paragraph, subparagraph, appendix, or attachment will, unless specified otherwise, be a reference to that section, subsection, paragraph, subparagraph, appendix, or attachment in or to this Agreement.

I. Any reference in this Agreement to any natural person, Governmental Authority, corporation, limited liability company, partnership or other legal entity includes its permitted successors and assigns or to any natural person, Governmental Authority, corporation, limited liability company, partnership or other legal entity succeeding to its functions.

J. All references to dollars or "$" are to U.S. dollars.

K. When an action is required to be completed on a Business Day, such action must be completed prior to 5:00 p.m. on such day, Pacific prevailing time, and actions occurring after 5:00 p.m. (such as the delivery of a Notice) will be deemed to have occurred on the following Business Day.

12.5 Recordings

No conversation between the Parties may be recorded by a Party without the express consent of the other Party.

12.6 Authorized Representatives

Each Party shall provide Notice to the other Party of the persons authorized to make or receive other Notices on behalf of such Party or to represent a Party ("Authorized Representative") and in connection with such Notices and specify the scope of their individual authority and responsibilities. Either Party may change its designation of such persons and the scope of their individual authorities and responsibilities from time to time in its sole discretion by providing Notice.

12.7 No Dedication

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any Person not a Party to this Agreement. No undertaking by one Party to the other Party under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or the public, nor affect the status of PG&E as an independent public utility corporation or Awardee as an independent individual or entity.

12.8 Governing Law

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12.9 Taxes

A. The Parties agree to follow all applicable tax laws and regulations.

B. Each Party shall cooperate with the other to maintain the other Party's tax status.

Nothing in this Agreement is intended to adversely affect PG&E's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

12.10 Regulatory Oversight

The Agreement shall be subject to changes or modifications by the California Public Utilities Commission, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

[Note: Section 12.11 applicable solely if Awardee is a sovereign Indian tribe]

12.11 Limited Waiver of Sovereign Immunity

Awardee agrees to provide a limited waiver of sovereign immunity as set forth in Appendix VIII. In the event of a conflict between Appendix VIII and any other waivers set forth in this Agreement, Appendix VIII shall control.

13 NOTICES

13.1 Notices

Whenever this Agreement requires or permits delivery of a Notice (or requires a Party to "Notify"), the Party with such right or obligation shall provide a written communication in the manner specified below. Notices may be sent by overnight mail or courier or e-mail. Invoices may be sent by e-mail. A Notice sent by e-mail will be recognized and shall be deemed received on the Business Day on which such Notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a Notice by overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Notices shall be addressed as follows:

PG&E:
(Name)
(Title)
(Address)
(email)
(phone)

Awardee:
(Name)
(Title)
(Address)
(email)
(phone)

14 SIGNATURE

Agreement Execution

In WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its Authorized Representative as of the dates provided below:

_____ *[~~Awardee~~The Tribal or Local Governmental Authority]*_____, a _____ ~~company~~	**PACIFIC GAS AND ELECTRIC COMPANY, a California corporation**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX I-A – ACRONYMS

ADR – Alternative Dispute Resolution

AIR – Application Incentive Request

ALJ – Administrative Law Judge

CAISO - California Independent System Operator

CARB – California Air Resource Board

CMET - Community Microgrid Enablement Tariff

CMG - Community Microgrid

CPUC - California Public Utilities Commission

IFOM – In Front of the Meter

IOD - Islanding Operation Date

MIP – Microgrid Incentive Program

MIS – Microgrid Islanding Study

MOA - Microgrid Operating Agreement

PG&E - Pacific Gas and Electric Company

APPENDIX I-B – GENERAL DEFINITIONS

1. **Affiliate**. Affiliate of a Person means any other Person that (a) directly or indirectly controls the specified Person; (b) is controlled by or is under direct or indirect common control with the specified Person; or (c) is an officer, director, employee, representative or agent or subsidiary of the Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management or policies of the specified Person, directly or indirectly, through one or more intermediaries, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise.
2. **Applicable Rules and Standards**. Electric Rule 2, PG&E's Wholesale Distribution Tariff, CMET and Electric Rule 21.
3. **Application Incentive Request (AIR)**. The amount of funding, excluding the MIP Application Development Grant, requested by the MIP Applicant.
4. **Authorized Representative**. As defined in Section 12.6.
5. **Awardee**. The entity that is counterparty to this Grant Agreement.
6. **Balance of System.** All of the MIP Project tangible and non-tangible assets, facilities, and equipment owned or controlled by the CMG Aggregator, other than the MIP Project Resources and Non-Project Resources, necessary to meet the requirements of the MIP Project as identified in the Microgrid Islanding Study and listed in Appendix V - MIP Project Resources and Balance of System Facilities of MOA.
7. **Blue Sky Mode**. The normal mode of operation when the Community Microgrid is interconnected to and operating in parallel with the Distribution System, is not operating in Island Mode, and PG&E maintains operational coordination of the delivery of electric service.
8. **Business Day**. Monday through Friday, excluding Federal Holidays and the Friday after Thanksgiving
9. **CAISO**. The California Independent System Operator Corporation or any successor entity performing similar functions.
10. **Calendar Day**. Any day, including Saturday, Sunday or a Federal and State Holiday
11. **California Public Utility Commission or Commission or CPUC**. The Public Utilities Commission of the State of California
12. **Community Microgrid (CMG)**. As defined in PG&E's Community Microgrid Enablement Tariff.
13. **Community Microgrid Aggregator (CMG Aggregator)**. The entity that is counterparty

to the MOA. The CMG Aggregator coordinates control of MIP Project Resources consistent with relevant provisions of PG&E's Electric Rule 2, PG&E's Wholesale Distribution Tariff Generator Interconnection Procedures, and PG&E's Electric Rule 21 including frequency and voltage and other power quality requirements within PG&E established control parameters to enable the MIP Project to operate in Island Mode.

14. **Contractor**. The engineering, procurement, and construction contractor and its subcontractors, as well as Awardee or Awardee's Affiliates and their subcontractors if any such entities are developing, constructing, operating or maintaining the MIP Project during the Term, and any entity or person under contract with Awardee or Awardee's Affiliates for the purpose of developing, constructing, operating or maintaining the MIP Project during the Term.

15. **Defaulting Party**. The Party that is subject to an Event of Default

~~16. **Development Performance Assurance or DPA**. As defined in Section 4.3 of this Agreement.~~

~~17.~~16. **Distribution Provider**. PG&E, which owns, controls, and operates facilities used to provide Distribution Service to the customers within the Microgrid Boundary under this MIP.

~~18.~~17. **Distribution System**. PG&E's distribution system broadly consists of the stepdown transformation with substations, the primary distribution circuits, and the secondary distribution system. The secondary distribution system consists of the line transformers that step the primary voltage down to a secondary voltage, and the secondary conductors including service drops and meters.

~~19.~~18. **Distribution Upgrades**. The additions, modifications, and upgrades to PG&E's Distribution System necessary to facilitate construction and microgrid operation of the MIP Project. Distribution Upgrades do not include the CMG Aggregator's Project Balance of System.

~~20.~~19. **Effective Date**. The date upon which both Parties have executed this Agreement.

~~21.~~20. **Eligible Project Cost**. All necessary, reasonable, and directly attributable costs incurred in the execution and completion of the MIP Project, as approved by PG&E in Appendix VI. Any costs incurred outside the parameters set forth in this Agreement or deemed non-essential, extravagant, or unrelated to the Project's primary objectives shall be excluded from the definition of "Eligible Project Cost".~~"~~ The determination of eligibility for any cost shall be at the sole discretion of PG&E, and such determination shall be final here.

~~22.~~21. **Event of Default**. The failure of a Defaulting Party to cure a default under this Agreement.

~~23.~~22. **Final Project Report**. Is a document submitted by the Awardee to PG&E within six months after the Initial Operation Date (IOD) providing an overview of the project, summarizes accomplishments, recommends improvements, describes challenges, and includes any additional information requested by PG&E.

~~24.~~23. **Governmental Authorities**. Any federal, State, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory, or administrative body, having jurisdiction as to the matter in question.

~~25.~~24. **Grid Forming Project Resource(s)**. Is a MIP Project Resource that, among other features, has the ability to (i) black start the MIP Project when in Island Mode and deenergized, and (ii) provide voltage and frequency stability and control within a range acceptable to PG&E during Island Mode operation.

~~26.~~25. **Incentive Award**. An Incentive Award is the amount of MIP incentive funding allocated to a MIP project by PG&E at its sole discretion. The Incentive Award amount is based on an MIP Applicant's AIR, subject to availability of MIP funds and MIP program requirements per the MIP Handbook.

~~27.~~26. **Incentive Milestone**. The Incentive Award shall be paid to the Awardee through a series of Incentive Payments associated with a successive set of project milestones based on key development activities during the Term. The milestones must be agreed upon completion dates required for the development and operation of the MIP Project and subsequent payment of incentives as set forth in Appendix III of this Agreement.

~~28.~~27. **Incentive Payment**. Incentive Payment refers to the portion of the MIP Incentive Award, allocated to a specific MIP project by PG&E.

~~29.~~28. **Interconnection Agreement**. The agreement and associated documents or any successor agreement and associated documentation governing the terms and conditions of the interconnection of the MIP Project Resource(s) with PG&E's grid, including any description of the plan for interconnecting the MIP Project Resource(s) to the grid.

~~30.~~29. **Interconnection Allowance**. An amount funded by utility ratepayers in addition to the MIP Incentive Award, the MIP Application Development Grant, and the Microgrid Special Facilities Allowance that covers all or a portion of the costs of Interconnection Studies, Interconnection Facility Upgrades, and Distribution Upgrades identified per the applicable interconnection tariff for eligible Project Resources.

~~31.~~30. **Interconnection Facilities**. The electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately. Interconnection Facilities may be owned by either Producer or PG&E.

~~32.~~31. **Interconnection Study**. A study to establish the requirements for interconnection of a Generating Facility to PG&E's Distribution System or Transmission System, pursuant to WDAT or Electric Rule 21, as applicable.

~~33.~~32. **Island Mode**. Operation of the Microgrid by the Distribution Provider when a Microgrid that normally operates in "Blue Sky" Mode (parallel mode) is disconnected from the Distribution System at the Microgrid Islanding Point. The Distribution Provider will operate the Microgrid in Island Mode by (i) direct dispatch of MIP Project Resources within the Microgrid Boundary, and/or (ii) by authorizing MIP Project Resources to operate within parameters specified by the Distribution Provider for voltage, frequency, and power quality.

~~34.~~33. **Islanding Operation Date (IOD)**. Means the date stated in the "CMET Project Islanding Operation Date Confirmation Letter" attached as Appendix XI-B has been mutually executed and the CMET Project is placed into service for the purposes of providing energy resiliency for end use customers.

34. **Law.** Any statute, law, treaty, rule, regulation, ordinance, code, Permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Effective Date, and which become effective during the Term; or any binding interpretation of the foregoing.

35. **Local Governmental Authority.** -A California city, county, or other joint powers authority, such as a Community Choice Aggregator.

~~36.~~

~~37.~~36. **Microgrid.** An interconnected system of loads and energy resources, including, but not limited to, distributed energy resources, energy storage, demand response tools, or other management, forecasting, and analytical tools, appropriately sized to meet customer needs, within a clearly defined microgrid boundary that can act as a single, controllable entity, and can connect to, disconnect from, or run in parallel (Blue Sky Mode) with, larger portions of the electrical grid, or can be managed and isolated to withstand larger disturbances and maintain electrical supply to connected critical infrastructure.

~~38.~~37. **Microgrid Incentive Program (MIP)**. A Program to enable community-proposed microgrids that provide enhanced resilience for vulnerable customer groups and/or critical facilities pursuant to California Public Utilities Commission (CPUC) Decision (D.) 21-01-018 in Track 2.

~~39.~~38. **Microgrid Islanding Study (MIS)**. An engineering study conducted by PG&E or its agents of the microgrid operation in an Island Mode and operating mode transitions. The study shall determine the required modifications to the PG&E's Distribution Facilities and

associated cost required to support Island Mode operation and microgrid transitions while maintaining voltage, frequency, and power quality within PG&E control parameters in accordance with PG&E's Electric Rule 2.

~~40.~~39. **Microgrid Operating Agreement (MOA).** An agreement between the PG&E and the MIP Community Microgrid Aggregator that governs MIP Project development and testing, and commercial operations to ensure safety and service quality in compliance with applicable PG&E rules.

~~41.~~40. **Microgrid Special Facilities**. Modifications to the PG&E's Distribution Facilities required to operationalize the Microgrid Boundary and Island Mode such that the Microgrid is capable of maintaining voltage, frequency, and power quality within the PG&E's control parameters in accordance with Electric Rule 2.

~~42.~~41. **Microgrid Special Facilities Agreement or "Microgrid SFA."** The agreement that describes the upgrades on the Distribution System, and at the MIP Project Site to be installed under the terms and conditions regarding Microgrid Special Facilities (or added facilities) on file with the CPUC, pursuant to PG&E's Electric Rule 2, and incorporated in Appendix IV-B of MOA.

~~43.~~42. **Microgrid Special Facilities Allowance**. An amount funded by utility ratepayers in addition to the MIP Incentive Award, the MIP Application Development Grant, and the Interconnection Allowance to cover all or a portion of the costs of the Microgrid Special Facilities cost and the MIS.

~~44.~~43. **MIP Application Development Grant**. A one-time, optional, limited, MIP-funded grant to MIP Applicants who submit an eligible MIP application and request such reimbursement.

~~45.~~44. **MIP Project**. Tangible and non-tangible assets, facilities, and equipment needed to create and operate a Community Microgrid, including the MIP Project Resources, Microgrid Special Facilities, MIP Project Balance of System, contract rights, easements, rights of way, licenses and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the Community Microgrid subject to the CMET.

~~46.~~45. **MIP Project Resource(s)**. Electric generation, storage technology, and/or load management technology that the CMG Aggregator has control over consistent with relevant provisions in the MOA to enable the MIP Project to safely and reliably operate in Island Mode. The CMG Aggregator must have at least one Grid-Forming Project Resource that has a resource controller and has grid-forming capability sufficient to allow acceptable frequency and voltage during Island Mode operation. Project Resources must comply with the emissions standards adopted by the State Air Resources Board pursuant to the distributed generation certification program requirements of Section 94203 of Title 17 of the California Code of Regulations, or any successor regulation, and must be

interconnected to the Distribution System within the Microgrid Boundary (either directly as front-of-the-meter Project Resources or indirectly as behind-the-meter Project Resources) pursuant to the Wholesale Distribution Tariff or PG&E's Electric Rule 21.

~~47.~~46. **Notice**. Unless otherwise specified in this Agreement, means a written communication which is delivered by overnight mail or courier service or electronic messaging (email), and in the manner required by Section 13, as applicable to a given communication.

~~48.~~47. **Operating Performance Requirements or OPA**. As defined in Section 4.1 of this Agreement.

48. **Operating Term Performance Assurance**. As defined in the MOA.

49. **Performance Bond**. A bond posted by a contractor in connection with a contract with Awardee to secure fulfillment of all the contractor's obligations under such contract with Awardee.~~, obtained from an entity that has a financial strength rating of "A-" from A.M. Best Company, Inc. minimum long term issuer credit rating for US$ obligations of "a-" from A.M. Best Company, Inc.~~

50. **Permit**. Any waiver, exemption, variance, franchise, permit, authorization, consent, ruling, certification, license, or similar order of or from, or filing or registration with, or notice to, any Governmental Authority that authorizes, approves, limits, or imposes conditions upon a specified activity.

51. **State.** The State of California

52. **Term.** As defined in Section 1.1 of the Agreement

~~52.~~53. **Tribal Governmental Authority.** ~~In this document refers to t~~The governing authority, having jurisdiction as to the matter in question, for a group identified as a "California Native American tribe", meaning a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004. See Cal. Pub. Res. Code § 21073. California Native American tribes include both federally recognized tribes and tribes that are not recognized by the federal government.

APPENDIX II – APPLICATION INCENTIVE REQUEST (AIR)

The Awardee's AIR with proposed Project Development Plan including proposed scheduled and estimated costs will be appended here.

APPENDIX III – INCENTIVE MILESTONES

An Incentive Milestone Payment schedule as illustrated below shall be completed for each MIP Project. ~~The Incentive Milestone Payment schedule will be derived from the estimated project costs in the Awardee~~There are two methods available for determining the timing and amounts for the I~~i~~ncentive ~~m~~Milestone Payments~~s~~. The Awardee may elect either of the two methods, at the Awardee's discretion. ~~If parties fail to reach~~

Alternative A: The first method is to ~~take~~ recover the total AIR awarded in equal ~~, and break it up into~~ increments of ten percent. As eligible project costs are accrued, the ~~Tribal or Local Governmental Authority~~Awardee shall be able to submit them for reimbursement once the total cost submitted for reimbursement is equal to ten percent of AIR. Estimated completion dates for each ten percent tranche will be included in the schedule form. If the project is completed without spending the full award amount, the final reimbursement payment will be made upon PG&E's receipt of confirmation of the commencement of operations of the microgrid in the form of ~~Alternatively, they will be able to submit costs for reimbursement alongside the completion of~~ MOA Appendix XI-B – "CMET Project Islanding Operation Date Confirmation Letter". Proof of costs for reimbursement will still apply to this payment as it does to the others.

Alternative B: ~~Alternatively, t~~The second method would involve creating a customized Incentive Milestone Payment schedule based upon ~~will be derived from~~ the estimated project milestones and costs in the Awardee's ~~Tribal or Local Governmental Authority~~'s ~~-~~Project Development Plan and the total amount of incentive awarded. In this case, t~~T~~he Incentive Milestone schedule will describe each such milestone, the proposed completion date, total estimated cost to complete, the estimated Incentive Request anticipated for each Milestone, and the percentage each milestone payment is in relation to the total MIP Award. These milestones ~~are customizable and would~~shall be developed jointly between the ~~Tribal or Local Governmental Authority~~Awardee and PG&E.

In the event that Awardee selects Alternative B but Awardee and PG&E are not able to finalize the milestones [within [time period] of execution of this Agreement, then the AIR will be reimbursed pursuant to Alternative A. ~~The milestone reimbursement method selected is at the discretion of the Tribal or Local Governmental Authority.~~ The final Incentive Milestone Payment Schedule for this A~~a~~greement shall be inserted in this Appendix and replace this language and the following illustrations~~begins on the following page~~.

Illustrative Example of an Incentive Milestone Payment Schedule – Alternative A

MIP Incentive Payment Milestones						
Milestone	Description	Proposed Completion Date	Estimated Cost to Complete	Estimated MIP Incentive Request	% of MIP Award	Comments
1	Costs Incurred Equal 10% of Total AIR				10	
2	Costs Incurred Equal 20% of Total AIR				10	
3	Costs Incurred Equal 30% of Total AIR				10	
4	Costs Incurred Equal 40% of Total AIR				10	
5	Costs Incurred Equal 50% of Total AIR				10	
6	Costs Incurred Equal 60% of Total AIR				10	
7	Costs Incurred Equal 70% of Total AIR				10	
8	Costs Incurred Equal 80% of Total AIR				10	
9	Costs Incurred Equal 90% of Total AIR				10	
10	Costs Incurred Equal 100% of Total AIR or MOA Appendix XI-B – "CMET Project Islanding Operation Date Confirmation Letter" is received and approved by PG&E				10	

Totals:	(Total PDP Cost)	[Amount Awarded]	**100%**

Illustrative Example of an Incentive Milestone Payment Schedule – Alternative B

MIP Incentive Payment Milestones						
Milestone*	**Description**	**Proposed Completion Date***	**Estimated Cost to Complete***	**Estimated MIP Incentive Request****	**% of MIP Award**	**Comments**
1	Project Engineering Design					
2	Project Site Acquisition & Permitting					
3	Project Site Preparation					
4	Project Resource/s Delivered to Site					
5	Project Resources Installed w/PTO Received					
6	Microgrid Balance of System Installed					
7	Islanding Operation Date Confirmation Letter issued					
		Totals:	(Total PDP Cost)	[Amount Awarded]	**100%**	

*Milestones based on MIP Project Development Plan tasks, schedule and estimated costs to complete
** Estimated MIP incentive payment request at each milestone based on MIP Project Development Plan

APPENDIX IV – INCENTIVE PAYMENT REQUEST COVER SHEET

Pursuant to Section 2.3 of the Grant Agreement dated as of (insert date) between the Awardee and the PG&E, Awardee hereby submits an Incentive Payment Request as follows:

Incentive Milestone Number (per Appendix III): _____

Incentive Payment Request: $_____

Total Incentive Requests to Date: $_____

MIP Incentive Award (per Section 2.1): $_____

Incentive Award Amount Remaining: $_____

Awardee certifies that:

A. To the best of their knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement.

B. After giving effect to the disbursement requested pursuant to this Incentive Payment Request, the total Incentive Payments disbursed will not exceed the maximum amount set forth in Section 2.1.

C. The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof.

D. No Event of Default has occurred and is continuing under the Agreement [or the MOA]

E. The undersigned is authorized to execute this Incentive Payment Request on behalf of Awardee.

_____
Signature of Authorized Requestor

_____
Title

_____
Date

APPENDIX V – SCHEDULE 1 TO INCENTIVE PAYMENT REQUEST COVER SHEET

The following sample schedule shall be used to support the Incentive Payment Request. This sample schedule should be used to itemize the Eligible Project Costs associated with the Milestone tasks associated with an Incentive Payment Request. Awardee shall verify that costs are eligible for incentive

payment and the status of the activity. If the activity and related cost element is not complete, the estimated cost to complete shall be provided.

Task *	Cost Element & Description**	Incentive Amount Requested	MIP Eligible Cost (Y/N)	Activity Complete (Y/N)	Estimated Cost to Complete***	Comments
	Total:					

* MIP Project Development Plan tasks identified in the Project Development Plan at Work Breakdown Structure (WBS) Level 2.
** Identify the specific cost element associated with a task for which an incentive payment is requested.
*** Only needs to be filled in if task is not fully completed at the Milestone

APPENDIX VI – ELIGIBLE PROJECT COSTS

Eligible Project Costs include the following:

- The costs for purchasing IFOM MIP Project Resources and their grid-forming and grid-following inverters. To be eligible, none of these resources can be part of an Interconnection Agreement with PG&E executed before the close of the Application Window used for your Microgrid Application.
- The costs for purchasing IFOM MIP Project Resource's controller, protection, and communications equipment.
- Permitting and licensing expenses incurred for IFOM MIP Project Resource(s) and Balance of System prior to a microgrid's Islanding Operation Date.
- Expenses related to reconfiguring behind-the-meter (BTM) electric service equipment so specific customer or facility loads can be isolated and served when the microgrid is in Island Mode.
- Project management costs, including costs related to engineering, studies, system integration, and construction activities for IFOM MIP Project Resource and Balance of System. Includes site preparation, civil, electrical, and mechanical work.
- Expenses associated with purchasing or leasing property for the IFOM MIP Project Resources and Balance of Systems Leasing property expenses should reflect the present value of the lease for the property needed for the IFOM MIP Project Resources and Balance of System.
- Costs related to community outreach activities conducted for the microgrid.
- Costs associated with developing a microgrid proposal and MIP Application, to the extent not covered in the optional MIP Application Development Grant.
- Related legal costs.
- Taxes to the extent applicable on any of the above.
- Costs related to providing a Letter of Credit as Development Performance Assurance, provided that such costs do not exceed five percent (5%) of the total amount of the AIR.

Costs that are not eligible for MIP incentive award include but may not be limited to:

- Costs related to behind-the-meter resources associated with a MIP Project, including interconnection studies and distribution upgrades as may be applicable.
- Expenses associated with the operation and maintenance of the MIP Project.
- Other ineligible costs as identified in the CPUC's Decision 23-04-034, as may from time to time be modified by the CPUC.

APPENDIX VII – MIP PROJECT REPORTING FORM

MIP Project Reports shall include a summary description of project development status, including a discussion of any actual and forecast schedule and cost variances, and corrective actions being undertaken to address variances. MIP Project Reports shall also include supporting project status detail in a similar form to the sample table below.

Project Tasks		Project Schedule							Project Costs ($K)			
		Planned		Forecast		Actual		Schedule Variance (days)				
Task*	Description	Start Date	Completion Date	Start Date	Completion Date	Start Date	Completion Date		Planned	Actual to Date	Forecast to Completion	Cost Variance
1												
2												
3												
4												
5												
6												
7												
8												
9												
							Totals:					

APPENDIX VIII – LIMITED WAIVER OF SOVEREIGN IMMUNITY

(a) The Parties acknowledge that Awardee is a sovereign ~~Indian~~ Tribe, and that, as such, Awardee, its officers, agents and assigns possess sovereign immunity from unconsented suits and other legal proceedings. Nothing in this Agreement shall be deemed to be a waiver of Awardee's sovereign immunity, except as expressly provided in this Appendix VIII. PG&E and Awardee agree that this Agreement is fully enforceable between the Parties. Therefore, Awardee hereby provides this limited express ~~unconditional and irrevocable~~ waiver of Awardee's sovereign immunity, for the limited purpose of enforcing this Agreement (including each and all of the terms and conditions of this Agreement), and in accordance with, and as limited by, the express terms of this Agreement. Awardee provides this limited waiver of its sovereign immunity solely for disputes arising between the parties under this Agreement pursuant to Article 11. This limited waiver shall not apply to any other party or to disputes that do not arise out of this Agreement. PG&E hereby ~~expressly unconditionally and irrevocably~~ agrees that this limited waiver of sovereign immunity provided by Awardee shall be strictly and narrowly construed in favor of Awardee.

(b) With respect to all actions, suits, claims, proceedings or counterclaims (each, a "Claim"), Awardee and each of its officers, agents and assigns hereby expressly~~, unequivocally, unconditionally and irrevocably~~ waives its sovereign immunity, and all defenses based thereon, from any Claim brought to enforce or interpret this Agreement, to resolve any controversy arising from this Agreement, or otherwise related to this Agreement, in each case of any nature, whether such Claim is brought in or arises under law, equity, contract, tort or statute (inclusive of Claims for equitable or provisional relief and to compel arbitration, and whether through service of notice, attachment prior to judgment, exercise of contempt powers, or otherwise) (an "Action"), for the limited purpose of resolving Claims and the judicial enforcement thereof, to resolve any controversy arising from this Agreement, to enforce or interpret the express terms and conditions of this Agreement, or otherwise related to this Agreement, as provided for in this Agreement.

(c) Awardee expressly~~, unequivocally, unconditionally and irrevocably~~ waives ~~any and all governmental immunities, including~~ sovereign immunity, solely in connection with any Claim brought to enforce or interpret this Agreement, to resolve any controversy arising from this Agreement, or otherwise related to this Agreement and all defenses based thereon as provided for herein for the enforcement of any arbitration award, or judgment to enforce such an award, any form of relief, or order related thereto. Awardee further ~~irrevocably and unconditionally~~ consents to the jurisdiction of the arbitrators and/or specified courts described in Article 11 of this Agreement, including each Party's consent to be bound by a lawful order or judgment, to the extent provided for herein.

(d) With respect to any Action between PG&E and Awardee, each of the Parties expressly consents and agrees to the dispute resolution provisions set forth in Article 11 of this Agreement, and~~, without limiting the generality of this Appendix VIII,~~ Awardee hereby agrees that the limited waivers of sovereign immunity described in this Appendix VIII apply and waive Awardee's sovereign immunity (to the extent described in this Appendix VIII) in connection with any arbitration under Article 11 of this Agreement and any judgment or award described in Article 11 of this Agreement. Awardee specifically expressly~~, unequivocally, and irrevocably~~ waives sovereign immunity for the limited jurisdictional purposes set forth in this Appendix VIII and in Article 11 of this Agreement. The Parties specifically agree that the arbitrators and courts set forth in Article 11 of this Agreement shall have jurisdiction to enter judgments enforcing rights and remedies provided for in this Agreement, which shall be binding and enforceable on each Party. Awardee shall not contest jurisdiction or venue to the extent selected in accordance with Article 11 of this Agreement. Awardee hereby waives any argument that a tribal forum has jurisdiction over the limited waiver of sovereign immunity and this Agreement, that it shall not plead or invoke the doctrine of exhaustion of tribal or other administrative or tribal judicial remedies, defenses of tribal immunity or that Awardee is an indispensable party, and Awardee hereby waives any and all such requirements.

(e) ~~The Parties agree that to the extent any provisions of this Agreement are rendered ineffective by any later changes in tribal law, any such change shall constitute a breach of the terms of this Agreement and be actionable by PG&E under the terms of this Agreement. Awardee waives any benefits, rights, immunities, privileges or limitations in applicable tribal law that would otherwise foreclose any remedy or relief permitted by this Agreement.~~ Awardee hereby consents to injunctive relief, where the standards for such relief are proven, in the forums enumerated in Section 12.8 of this Agreement should Awardee ever attempt to revoke, limit or restrict the limited waiver of sovereign immunity, where the legal standards for such relief are satisfied.

(f) In any Action as to which Awardee has waived its sovereign immunity as provided herein, Awardee consents and agrees that process against Awardee shall be effective if served by sending a copy of the process in accordance with the notice provisions set forth in Section 13.1 of this Agreement.

APPENDIX IX

DEVELOPMENT TERM PERFORMANCE ASSURANCE REQUIREMENTS

1. Grant of Security Interest/Remedies. To secure its obligations under this Agreement and to the extent the Awardee delivers the Development Performance Assurance hereunder, Awardee hereby grants to PG&E, as the secured party, a first priority security interest in, and lien on (and right of setoff against), and assignment of, all such DPA posted with PG&E in the form of cash collateral and cash equivalent collateral and any proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, PG&E. Within thirty (30) days of the delivery of DPA, Awardee agrees to take such action as PG&E reasonably requires in order to perfect a first priority security interest in, and lien on (and right of setoff against), such DPA and any proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence, and during the continuation, of a Awardee's Event of Default, PG&E, as the non-Defaulting Party, may do any one or more of the following: (a) exercise any of the rights and remedies of a secured party with respect to all DPA, including any such rights and remedies under the Law then in effect; (b) draw on any outstanding Letter of Credit issued for its benefit; and (c) liquidate all DPA, then held by or for the benefit of PG&E free from any claim or right of any nature whatsoever of Awardee, including any equity or right of purchase or redemption by Awardee. PG&E shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Awardee's obligations under this Agreement (Awardee remains liable for any amounts owing to PG&E after such application), subject to PG&E's obligation to return any surplus proceeds remaining after such obligations are satisfied in full. "Letter of Credit" means an irrevocable, non-transferable standby letter of credit, the form of which must be substantially as contained in Appendix IX-A to this Agreement, issued by an issuer that is an Eligible LC Bank on the date of delivery to PG&E (including any amendments or renewals, pursuant to Section 3 below); provided, that if the issuer is a U.S. branch of a foreign commercial bank, PG&E may require changes to such form.

   "Eligible LC Bank" means either a U.S. commercial bank, or a foreign bank issuing a Letter of Credit through its U.S. branch; and in each case the issuing U.S. commercial bank or foreign bank must be acceptable to Buyer in its sole discretion and such bank must have a Credit Rating of at least: (a) "A-, with a stable designation" from S&P and "A3, with a stable designation" from Moody's, if such bank is rated by both S&P and Moody's; or (b) "A-, with a stable designation" from S&P or "A3, with a stable designation" from Moody's, if such bank is rated by either S&P or Moody's, but not both, even if such bank was rated by both S&P and Moody's as of the date of issuance of the Letter of Credit but ceases to be rated by either, but not both of those ratings agencies.

   "Credit Rating" means, with respect to any entity, (a) the rating then assigned to such entity's unsecured senior long-term debt obligations (not supported by third party credit enhancements), or (b) if such entity does not have a rating for its unsecured senior long-term debt obligations, then the rating assigned to such entity as an issuer rating by S&P and/or Moody's. If the entity is rated by both S&P and Moody's and such ratings are not equivalent, the lower of the two ratings shall determine the Credit Rating. If the entity is

rated by either S&P or Moody's, but not both, then the available rating shall determine the Credit Rating.

2. Development Performance Assurance. Awardee shall maintain in full force and effect during the Term all DPA required under this Agreement. No later than ten (10) Business Days prior to an Incentive Milestone date, Awardee will deliver to PG&E DPA in an amount equal to 100% of the MIP Incentive Award related to such Incentive Milestone as collateral to secure its obligations under this Agreement, either in the form of a Letter of Credit issued with an Eligible LC Bank, or cash via wire transfer to PG&E (all such amounts, the "Development Performance Assurance" or "DPA"). The aggregate amount of DPA required under this Agreement shall not be deemed a limitation of damages.

3. Letter of Credit. Development Performance Assurance provided in the form of a Letter of Credit shall be subject to the following provisions:

3.1. If Awardee has provided a Letter of Credit pursuant to any of the applicable provisions in this Appendix IX, then Awardee shall renew or cause the renewal of any such outstanding Letter of Credit on a timely basis in accordance with this Agreement.

3.2. In the event the issuer of any such Letter of Credit at any time (i) fails to maintain the requirements of an Eligible LC Bank or Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit, or (iii) fails to honor PG&E's properly documented request to draw on such Letter of Credit, Awardee shall cure such occurrence by complying with either (A) or (B) below in an amount equal to the outstanding Letter of Credit, and by completing the action within five (5) Business Days after the date of PG&E's Notice to CMG Aggregator of an occurrence listed in this subsection (Awardee's compliance with either (A) or (B) below is considered the "Cure"):

A. providing a substitute Letter of Credit that is issued by an Eligible LC Bank, other than the bank which is the subject of PG&E's Notice to Awardee in this Section 3.2 of Appendix IX, or

B. posting cash.

If Awardee fails to Cure or if such Letter of Credit expires or terminates without a full draw thereon by PG&E, or fails or ceases to be in full force and effect at any time that such Letter of Credit is required pursuant to the terms of this Agreement, then Awardee shall have failed to meet the DPA requirements in Section 4.2 of this Agreement.

3.3 Notwithstanding Section 3.2 of this Appendix IX, if, at any time, the issuer of such Letter of Credit has a Credit Rating on "credit watch" negative or developing by S&P, or is on Moody's "watch list" under review for downgrade or uncertain ratings action (either a "Watch"), then PG&E may make a demand to Awardee by Notice ("LC Notice") to provide a substitute Letter of Credit that is issued by an Eligible LC Bank, other than the bank on a Watch ("Substitute Letter of Credit"). The Parties shall have

thirty (30) Business Days from the LC Notice to negotiate a Substitute Letter of Credit ("Substitute Bank Period").

3.4 If the Parties do not agree to a Substitute Letter of Credit by the end of the Substitute Bank Period, then PG&E shall provide Awardee with Notice within five (5) Business Days following the expiration of the Substitute Bank Period ("Ineligible LC Bank Notice Period") that either:

A. PG&E agrees to continue accepting the then currently outstanding Letter of Credit from the bank that is the subject of the LC Notice, but such bank shall no longer be an Eligible LC Bank ("Ineligible LC Bank") and PG&E will not accept future or renewals of Letters of Credit from the Ineligible LC Bank; or

B. The bank that is the subject of the LC Notice is an Ineligible LC Bank and Awardee shall then have thirty (30) days from the date of PG&E's Notice to Cure and, if Awardee fails to Cure, then PG&E may declare an Awardee's Event of Default pursuant to Article 7 of this Agreement.

If the Parties have not agreed to a Substitute Letter of Credit and PG&E fails to provide a Notice during the Ineligible LC Bank Notice Period above, then Awardee may continue providing the Letter of Credit posted immediately prior to the LC Notice.

3.5 In all cases, the reasonable costs and expenses of establishing, renewing, substituting, canceling, increasing, reducing, or otherwise administering the Letter of Credit shall be borne by Awardee.

4. Use of Development Performance Assurance. PG&E may draw upon the DPA if there is an Awardee Event of Default under Article 7 of this Agreement that is not timely cured as provided in Section 7.2 of this Agreement, up to the full amount of any MIP Incentive Award funds disbursed to Awardee and through the date of such Event of Default to the extent not otherwise returned to PG&E by Awardee, subject only to adjustment for costs and expenses related to recovery by Awardee as provided Section 7.2(C) of this Agreement. Each Party agrees that (i) the damages that PG&E would incur due to an Awardee Event of Default would be difficult or impossible to predict with certainty and (ii) the retention of DPA as provided in this Section 4 is an appropriate approximation of such damages.

5. Payment and Transfer of Interest. PG&E shall pay interest on cash held as DPA, at the Interest Rate and on the Interest Payment Date. PG&E will transfer to Awardee all accrued Interest Amount on the unused cash DPA in the form of cash by wire transfer to the bank account specified by Awardee. "Interest Amount" means, with respect to an Interest Period, the amount of interest calculated as follows: (a) the sum of (i) the principal amount of DPA in the form of cash held by PG&E during that Interest Period, and (ii) the sum of all accrued and unpaid Interest Amounts accumulated prior to such Interest Period; (b) multiplied by the Interest Rate in effect for that Interest Period; (c) multiplied by the number of days in that Interest Period; (d) divided by 360. "Interest

Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication. "Interest Period" means the monthly period beginning on the first day of each month and ending on the last day of each month. "Interest Payment Date" means the date of returning unused DPA held in the form of cash.

6. Return of Performance Assurance. PG&E shall return the unused portion of any DPA, including the payment of any Interest Amount due thereon pursuant to Section 5 of this Appendix IX above, to Seller as follows:

(A) Provided no default is occurring, the unused portions of the DPA amount posted by the Awardee will be released after the Islanding Operation Date (IOD) within ten (10) Business Days of PG&E's receipt of all required Operating Term Performance Assurance from CMG Aggregator pursuant to the MOA;

(B) the Term has ended, or this Agreement has been terminated pursuant to Section 7.4, as applicable; and

(B) any payment obligations of Awardee arising under this Agreement, including indemnification payments or other damages, are paid in full.

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~~APPENDIX IX-A – FORM OF LETTER OF CREDIT~~

~~*ISSUING BANK LETTERHEAD AND ADDRESS*~~

~~STANDBY LETTER OF CREDIT NO. XXXXXXXX~~

~~DATE: *[INSERT ISSUE DATE]*~~

~~BENEFICIARY:~~	~~PACIFIC GAS AND ELECTRIC COMPANY~~	~~APPLICANT:~~	~~[INSERT NAME AND ADDRESS OF APPLICANT]~~

~~300 LAKESIDE DR.,~~

~~OAKLAND, CA 94612~~

~~ATTENTION: CREDIT RISK MANAGEMENT~~

~~LETTER OF CREDIT AMOUNT: *[INSERT AMOUNT]*~~

~~EXPIRY DATE: *[INSERT EXPIRY DATE]*~~

~~LADIES AND GENTLEMEN:~~

~~BY ORDER OF *[INSERT NAME OF APPLICANT]* ("APPLICANT"), WE HEREBY ISSUE IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY (THE "BENEFICIARY") OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. *[INSERT NUMBER OF LETTER OF CREDIT]* ("LETTER OF CREDIT"), FOR THE ACCOUNT OF APPLICANT, FOR DRAWINGS UP TO BUT NOT TO EXCEED THE AGGREGATE SUM OF U.S. $ *[INSERT AMOUNT IN FIGURES FOLLOWED BY (AMOUNT IN WORDS)]* ("LETTER OF CREDIT AMOUNT"). THIS LETTER OF CREDIT IS AVAILABLE WITH *[INSERT NAME OF ISSUING BANK, AND THE CITY*~~

~~*AND STATE IN WHICH IT IS LOCATED]* BY SIGHT PAYMENT, AT OUR OFFICES LOCATED AT THE ADDRESS STATED BELOW, EFFECTIVE IMMEDIATELY, AND IT WILL EXPIRE AT OUR CLOSE OF BUSINESS ON *[INSERT EXPIRY DATE]* (THE "EXPIRY DATE").~~

~~FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO THE BENEFICIARY AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS (WHICH MAY BE PRESENTED BY OVERNIGHT COURIER OR BY FACSIMILE OR EMAIL):~~

~~1. BENEFICIARY'S SIGNED AND DATED SIGHT DRAFT IN THE FORM OF EXHIBIT A HERETO, REFERENCING THIS LETTER OF CREDIT NO. *[INSERT NUMBER]* AND STATING THE AMOUNT OF THE DEMAND; AND~~

~~2. ONE OF THE FOLLOWING STATEMENTS SIGNED BY AN AUTHORIZED REPRESENTATIVE OR OFFICER OF BENEFICIARY:~~

~~A. "PURSUANT TO THE TERMS OF THAT CERTAIN *[INSERT NAME OF AGREEMENT]* (THE "AGREEMENT"), DATED *[INSERT DATE OF THE AGREEMENT]*, BETWEEN BENEFICIARY AND *[INSERT NAME OF SELLER UNDER THE AGREEMENT]*, BENEFICIARY IS ENTITLED TO DRAW UNDER LETTER OF CREDIT NO. *[INSERT NUMBER]* AMOUNTS OWED BY *[INSERT NAME OF SELLER UNDER THE AGREEMENT]* UNDER THE AGREEMENT; OR~~

~~B. "LETTER OF CREDIT NO. *[INSERT NUMBER]* WILL EXPIRE IN THIRTY (30) DAYS OR LESS AND *[INSERT NAME OF SELLER UNDER THE AGREEMENT]* HAS NOT PROVIDED REPLACEMENT SECURITY ACCEPTABLE TO BENEFICIARY.~~

~~SPECIAL CONDITIONS:~~

~~1. PARTIAL AND MULTIPLE DRAWINGS UNDER THIS LETTER OF CREDIT ARE ALLOWED;~~

~~2. ALL BANKING CHARGES ASSOCIATED WITH THIS LETTER OF CREDIT ARE FOR THE ACCOUNT OF THE APPLICANT;~~

~~3. THIS LETTER OF CREDIT IS NOT TRANSFERABLE; AND~~

~~4. THE EXPIRY DATE OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED WITHOUT A WRITTEN AMENDMENT HERETO FOR A PERIOD OF ONE (1) YEAR AND ON EACH SUCCESSIVE EXPIRY DATE, UNLESS AT LEAST SIXTY (60) DAYS BEFORE THE THEN CURRENT EXPIRY DATE WE NOTIFY YOU BY REGISTERED MAIL OR COURIER THAT WE ELECT NOT TO EXTEND THE EXPIRY DATE OF THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD.~~

~~WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION, ON OR BEFORE THE EXPIRY DATE (OR AFTER THE EXPIRY DATE IN CASE OF AN INTERRUPTION OF OUR BUSINESS AS STATED BELOW), AT OUR OFFICES AT *[INSERT ISSUING BANK'S ADDRESS FOR DRAWINGS]*.~~

~~ALL DEMANDS FOR PAYMENT SHALL BE MADE BY PRESENTATION OF COPIES OR ORIGINAL DOCUMENTS, OR BY FACSIMILE, E-MAIL, OR OTHER ELECTRONIC TRANSMISSION OF DOCUMENTS TO *[INSERT FAX NUMBER, EMAIL OR OTHER ELECTRONIC TRANSMISSION]*, ATTENTION: *[INSERT NAME OF ISSUING BANK'S RECEIVING DEPARTMENT] OR [INSERT EMAIL OR OTHER ELECTRONIC TRANSMISSION ADDRESS]*. IF A DEMAND IS MADE BY FACSIMILE, E-MAIL OR OTHER ELECTRONIC TRANSMISSION, THE ORIGINALS OR COPIES OF DOCUMENTS MUST FOLLOW BY OVERNIGHT MAIL, AND YOU MAY CONTACT US AT *[INSERT PHONE NUMBER]* TO CONFIRM OUR RECEIPT OF THE TRANSMISSION. YOUR FAILURE TO SEEK SUCH A TELEPHONE CONFIRMATION DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH A PRESENTATION.~~

~~OUR PAYMENTS AGAINST COMPLYING PRESENTATIONS UNDER THIS LETTER OF CREDIT WILL BE MADE NO LATER THAN ON THE SIXTH (6TH) BANKING DAY FOLLOWING A COMPLYING PRESENTATION.~~

~~EXCEPT AS STATED HEREIN, THIS LETTER OF CREDIT IS NOT SUBJECT TO ANY CONDITION OR QUALIFICATION. IT IS OUR INDIVIDUAL OBLIGATION, WHICH IS NOT CONTINGENT UPON REIMBURSEMENT AND IS NOT AFFECTED BY ANY AGREEMENT, DOCUMENT, OR INSTRUMENT BETWEEN US AND THE APPLICANT OR BETWEEN THE BENEFICIARY AND THE APPLICANT OR ANY OTHER PARTY.~~

~~EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE *UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 2007 REVISION,* INTERNATIONAL CHAMBER OF COMMERCE (ICC) PUBLICATION NO. 600 (THE "UCP 600"); PROVIDED THAT, IF THIS LETTER OF CREDIT EXPIRES DURING AN INTERRUPTION OF OUR BUSINESS AS DESCRIBED IN ARTICLE 36 OF THE UCP 600, WE WILL HONOR DRAFTS PRESENTED IN COMPLIANCE WITH THIS LETTER OF CREDIT, IF THEY ARE PRESENTED WITHIN THIRTY (30) DAYS AFTER THE RESUMPTION OF OUR BUSINESS, AND WILL EFFECT PAYMENT ACCORDINGLY.~~

~~THE ELECTRONIC COPY OF THIS LETTER OF CREDIT SHALL BE THE~~

[FORM FOR USE ONLY WITH LOCAL OR TRIBAL GOVERNMENT MIP AWARDEES]

~~OPERATIVE INSTRUMENT UNTIL SUCH TIME AS THE ORIGINAL IS RECEIVED. THIS LETTER OF CREDIT CAN BE AMENDED OR TERMINATED BY FACSIMILE, E-MAIL OR OTHER ELECTRONIC TRANSMISSION.~~

~~THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ANY MATTERS NOT COVERED BY THE UCP 600.~~

[FORM FOR USE ONLY WITH LOCAL OR TRIBAL GOVERNMENT MIP AWARDEES]

~~FOR TELEPHONE ASSISTANCE REGARDING THIS LETTER OF CREDIT, PLEASE CONTACT US AT *[INSERT NUMBER AND ANY OTHER NECESSARY DETAILS].*~~

~~VERY TRULY YOURS,~~

~~*[INSERT NAME OF ISSUING BANK]*~~

~~BY:~~ _____

~~AUTHORIZED SIGNATURE~~

~~NAME:~~ ~~*[PRINT OR TYPE NAME]*~~

~~TITLE:~~ ~~*[PRINT OR TYPE TITLE]*~~

~~*[NOTE: ALL PAGES MUST CONTAIN THE LETTER OF CREDIT NUMBER AND PAGE NUMBER FOR IDENTIFICATION PURPOSES.]*~~

---------- END ----------

MICROGRID INCENTIVE PROGRAM GRANT AGREEMENT

between

PACIFIC GAS AND ELECTRIC COMPANY

and

Hidden Valley Lake Community Services District

_____

Dated:

_____

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MICROGRID INCENTIVE PROGRAM GRANT AGREEMENT

This Microgrid Incentive Program (MIP) Grant Agreement (this "Agreement") is made by and between Pacific Gas and Electric Company, a California corporation ("PG&E"), with its principal place of business at 300 Lakeside Drive, Oakland, CA 94612 and Hidden Valley Lake Community Services District ("Awardee") is a Local Governmental Authority, with its principal place of business at 19400 Hartmann Rd, Hidden Valley Lake, CA 95467 as of _____ ("the Execution Date"). Awardee and PG&E are referred to individually as "Party" or collectively as "Parties." PG&E and Awardee hereby agree to the following:

RECITALS

A. Whereas PG&E is a public utility providing both wholesale and retail electric power and energy sales and transmission in northern and central California and which owns an extensive electric transmission and distribution system within that area;

B. Whereas the Awardee is a Local Governmental Authority, that intends to develop and operate a community microgrid project under PG&E's Microgrid Incentive Program ("MIP");

C. Whereas, pursuant to the MIP, Awardee is eligible for an Incentive Award for MIP Project Resources and Balance of System [of up to $14M], an Allowance for Interconnection Upgrades and Facilities [of up to $1M], and an Allowance for Microgrid Special Facilities [of up to $3M];

D. Whereas the MIP Project is governed by PG&E's Community Microgrid Enablement Tariff ("CMET"), which was approved by the California Public Utilities Commission ("CPUC"), and existing rules and tariffs;

E. Whereas, under the MIP, the MIP Project will require the following: 1) Interconnection Agreement for MIP Project Resources; 2) Microgrid Islanding Study to determine the MIP Project Balance of System and operational requirements; 3) PG&E Microgrid Special Facilities Agreement; and 4) PG&E Microgrid Operating Agreement ("MOA") to govern the development and operation of the MIP Project; and,

F. Now, therefore, Awardee wishes to enter into this Agreement with PG&E to govern the issuance of, conditions related to, and accounting for the incentives and allowances provided to the MIP Project.

AGREEMENT

This Agreement shall be binding as of the Effective Date.

1 TERM

1.1 Term

The term of this agreement commences on the Effective Date and shall remain in effect until the earliest of (i) award of the final milestone-based Incentive Payment, pursuant to Section 2.3 of this Agreement, (ii) a period not to exceed two (2) years from execution of MOA, or (iii) five (5) years from the Effective Date, unless sooner terminated in accordance with Section 7.4(A) of this Agreement (the "Term").

Notwithstanding the foregoing, the terms and conditions of this Agreement shall thereafter remain in effect until both Parties have fulfilled all obligations arising under this Agreement.

2 INCENTIVE AWARD

2.1 Incentive Award

The maximum total Incentive Award payable by PG&E to Awardee for development of the MIP Project under this Agreement, shall be $3,243,348, as identified in the approved Application Incentive Request ("AIR") and attached as Appendix II to this Agreement. Awardee agrees that MIP Project development costs that exceed this amount shall be Awardee's responsibility.

2.2 Eligible Project Costs

Awardee agrees that Incentive Award may be applied exclusively to Eligible Project Costs in accordance with (i) applicable provisions of the law, (ii) the CPUC MIP Order[1], and (iii) as identified in Appendix III, consistent with the AIR and Incentive Milestones.

2.3 Incentive Milestones

Subject to this Section 2.3, PG&E shall disburse to the Awardee the Incentive Award on the schedule and in the amounts set forth in the Incentive Milestones identified in Appendix III of this Agreement.

A. All disbursements shall be contingent upon the Awardee first satisfying the requisite requirements for the Incentive Milestone.

B. When Awardee has satisfied the requirements for an Incentive Milestone, Awardee shall provide an Incentive Payment Request using the form as provided in Appendix IV identifying Eligible Project Costs with supporting documentation associated with the Milestone activity in form and substance reasonably satisfactory to PG&E. If such documentation is insufficient to confirm Awardee's satisfaction of such requirements,

[1] See CPUC Decision 23-04-034 Adopting Implementation Rules For The Microgrid Incentive Program

PG&E will provide Notice to Awardee describing such insufficiencies, and Awardee will have [thirty (30) days] from receipt of such Notice to remedy such insufficiencies to PG&E's reasonable satisfaction. Once a complete Incentive Payment Request is received by PG&E, PG&E shall issue the payment due according to the amount set forth in Appendix III within 45 days.

C. If Awardee fails to satisfy the requirements for an Incentive Milestone (including a failure to remedy an insufficient Incentive Payment Request, as provided in Section 2.3(B), or anticipates that it will be unable to meet an Incentive Milestone for any reason: PG&E may declare an Awardee's Event of Default as provided in Section 7.1 of this Agreement, and Awardee may be required to develop a cure or be subject to termination of this Agreement pursuant to Section 7.4.

3 ALLOWANCES

3.1 Microgrid Special Facility Allowance

PG&E shall provide a Microgrid Special Facilities Allowance not to exceed three (3) million dollars as a credit against Awardee's responsibility for PG&E's costs to study and enable the safe islanding of a Community Microgrid as identified in the Microgrid Special Facility Agreement attached to the MOA, subject to this Section 3.1. PG&E's Microgrid Special Facilities Allowance costs may include, but are not limited to, a Microgrid Islanding Study (MIS), isolation devices, fault protection devices, utility microgrid controller, and distribution system hardening, as described in Appendix VI. PG&E rules and procedures for special facilities, as may be modified by the CPUC from time to time, shall apply to MIP projects. At the time the Generator Interconnection Agreement is negotiated for this MIP Project, Awardee shall ensure that the up-front "One-time payment" option for the cost of ownership is selected to be eligible for the Microgrid Special Facilities Allowance; if this option is not selected, Awardee will not be eligible for the Microgrid Special Facilities Allowance. In no event shall Awardee be required to reimburse PG&E for any Microgrid Special Facilities Allowance received pursuant to this Section 3.1.

3.2 MIP Interconnection Allowance

PG&E shall provide a MIP Interconnection Allowance not to exceed one (1) million dollars as a credit against Awardee's responsibility for PG&E's costs for Interconnection Study deposits or fees for eligible In Front of the Meter (IFOM) MIP Project Resources, and for required Interconnection Facilities and Distribution Upgrades identified in the Interconnection Study attached with MOA, subject to this Section 3.2. PG&E rules and procedures for interconnection, as may be modified by the CAISO and/or CPUC from time to time, shall apply to MIP projects. At the time the Generator Interconnection Agreement is negotiated for this MIP Project, Awardee shall ensure that the up-front "One-time payment" option for the cost of ownership is selected to be eligible for the Interconnection Allowance; if this option is not selected, Awardee will not be eligible for the Interconnection Allowance. In no event shall Awardee be required to reimburse PG&E for any MIP Interconnection Allowance received pursuant to this Section 3.2.

4 PERFORMANCE REQUIREMENTS

4.1 MIP Project Operating Performance Requirements

Awardee, directly or through its contractors and Community Microgrid Aggregator (CMG Aggregator) it engages to satisfy some or all of the performance obligations on its behalf, shall ensure that the MIP Project is designed and constructed to satisfy the following MIP Project Operating Performance Requirements (collectively, the "Operating Performance Requirements") during commissioning testing to receive Islanding Operation Date (IOD):

A. The MIP Project resources shall be sized and operated to serve a minimum of 24 consecutive hours of energy in Island Mode as determined by a typical load profile within the Microgrid Boundary as identified in the Microgrid Islanding Study attached with MOA.

B. The MIP Project Resources must comply with the emissions standards adopted by the California Air Resources Board (CARB), pursuant to the distributed generation certification program requirements of Section 94203 of Title 17 of the California Code of Regulations, or any successor regulation.

C. The MIP Project, when operating in Island Mode, shall not produce aggregate emissions from MIP Project Resources and non-Project Resources greater than the equivalent emissions from grid power.

D. The MIP Project must successfully meet the Operating Performance Requirements as specified in Appendix XII of the MOA.

If the MIP Project fails to satisfy all of the Operating Performance Requirements as set forth in this Section 4.1, then PG&E may declare an Awardee's Event of Default as provided in Section 7.1 of this Agreement, and Awardee may be required to develop a cure or be subject to termination of this Agreement pursuant to Section 7.4 of this Agreement.

4.2 MIP Project Development Contractor Performance Bonding Requirement

For contracts or subcontracts related to the development of the MIP Project, the Awardee shall require a Performance Bond of its contractors and CMG Aggregator for 100 percent of the total dollar amount of each contract, or the sum of all dollar amounts contracts with the same entity for the same MIP Project, if said contract or sum of contracts is equal to or in excess of $100,000.

5 PROJECT REPORTING AND AUDITING

During the Term, the Awardee shall furnish to PG&E a MIP Project Progress Report using the form as provided in Appendix VII with supporting documentation in form and substance reasonably satisfactory to PG&E. Progress Reports shall indicate whether Awardee is on target to meet Incentive Milestones, including if Awardee anticipates that it will be unable to meet an Incentive Milestone for any reason. Awardee shall promptly give such other relevant information as may be required by PG&E and/or the CPUC.

5.1 Project Reporting Frequency

A. Within fifteen (15) days after the close of each quarter from the first quarter following the Execution Date, until the Island Operation Date, provide to PG&E a quarterly Progress Report and agree to regularly scheduled meetings between representatives of PG&E and Awardee to review such quarterly reports and discuss Awardee's development progress.

B. Within fifteen (15) days after the close of each month following the execution of the MOA until the Island Operation Date, provide to PG&E a monthly Progress Report and agree to regularly scheduled meetings between representatives of PG&E and Awardee to review such monthly reports and discuss Awardee's development progress.

5.2 CPUC Regulatory Reporting

The Awardee shall comply with all CPUC regulatory reporting requirements (without limitation thereto) by providing PG&E with all required data in a format suitable for submittal to the CPUC as may be reasonably requested by PG&E from time to time. The regulatory reports shall contain all information and be in a format as may be required and/or modified by the CPUC from time to time.

5.3 Audit

PG&E has the right, at its sole expense and during normal working hours, after reasonable Notice, to examine the records of the Awardee to the extent reasonably necessary to verify the accuracy of any invoice, Project Report, or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any invoice, the necessary adjustments in such invoice and in the associated Incentive Payment or future Incentive Payment, including return of any incentive overpayments, shall be made as determined by PG&E. The provisions of this Section 5.3 will survive termination of this Agreement. PG&E will have the right to implement the provisions of this section, and the Awardee shall have the obligation to preserve all relevant documentation, for three years following the date of termination of this Agreement.

5.4 Final Project Report

The Awardee shall deliver a final Project Report to PG&E at the conclusion of the MIP Project as directed by PG&E no later than 6 (six) months after IOD. The final Project Report shall, at a minimum, provide a discussion addressing each of the following sub-topics:

a. MIP Project Overview (including total project cost, duration, and any variances);

b. Summary of MIP Project Accomplishments;

c. Description of Challenges or Other Issues

d. MIP Program Improvement Recommendations; and

e. Other items requested by PG&E.

6 LIABILITY, INDEMNITY, CONSEQUENTIAL DAMAGES, AND INSURANCE

6.1 Limitation of Remedies, Liability and Damages

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION (OTHER THAN IN SECTION 6.2) OR OTHERWISE EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 6.2, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

6.2 Indemnity

A. Awardee shall indemnify, protect, defend, and hold harmless PG&E from liability incurred to third parties as a result of carrying out the provisions of this Agreement as applicable to the MIP Project, except in cases of gross negligence or intentional wrongdoing by PG&E. Liability under this provision is exempt from the general limitations on liability found in Section 6.1.

B. Awardee shall at all times indemnify, defend, and hold PG&E harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Awardee's action or failure to meet its obligations under this

Agreement, except in cases of gross negligence or intentional wrongdoing by PG&E.

C. If PG&E is entitled to indemnification under this Section 6.2 as a result of a claim by a third party, and Awardee fails, after notice and reasonable opportunity to proceed under this Section 6.2, to assume the defense of such claim, PG&E may at the expense of the Awardee contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

D. If Awardee is obligated to indemnify and hold PG&E harmless under this Section 6.2, the amount owing to PG&E shall be the amount of PG&E's actual loss, net of any insurance or other recovery.

Promptly after receipt by PG&E of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 6 may apply; PG&E shall notify the Awardee of such fact. Any failure of or delay in such notification shall not affect the Awardee's indemnification obligation unless such failure or delay is materially prejudicial to the Awardee.

7 EVENTS OF DEFAULT AND TERMINATION

7.1 Events of Default

A. Awardee: The Awardee will be deemed a "Defaulting Party" upon the occurrence of any of the following (each an "Event of Default"):

(a) Any false statement, representation contained in this Agreement, in the Application Incentive Request, or in any other document submitted to PG&E under this Agreement is found by PG&E to be false or misleading.

(b) The Awardee fails to satisfy the requirements for an Incentive Milestone as set forth in Section 2.3(C) of this Agreement.

(c) Withdrawal of the request for a Microgrid Islanding Study or an interconnection request for the MIP Project.

(d) Lack of execution of an MOA for the MIP Project within ninety (90) days of execution of the latter of any application Interconnection or Special Facilities Agreements as required by the CMET.

(e) Termination of the MOA for the MIP Project, or of any other agreement required for the development and operation of the MIP Project, including, but not limited to the MIP Project Resource Interconnection Agreement.

(f) Failure of the MIP Project Resource to achieve commercial operations pursuant to its Interconnection Agreement.

(g) Failure of the MIP Project to satisfy all the Operating Performance Requirements as set forth in Section 4.1 of this Agreement.

(h) Non-conformance of the MIP Project with the eligibility requirements set forth in the CMET.

B. Either Party: Either Party will be deemed a "Defaulting Party" if a Party fails to perform any of its material obligations or covenants under this Agreement not otherwise

addressed in this Section 7.1 when and as required (each an "Event of Default").

7.2 Default Notice & Remedy

A. Upon the occurrence of an Event of Default, the non-defaulting Party shall give written Notice of such default to the Defaulting Party. For Events of Default the Defaulting Party shall otherwise have sixty (60) Calendar Days from receipt of the Default Notice within which to cure such Event of Default; provided however, if such Event of Default is not capable of cure within sixty (60) Calendar Days, the Defaulting Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six (6) months from receipt of the Event of Default Notice; and, if cured within such time, the Default specified in such Notice shall cease to exist.

B. If an Event of Default is not cured as provided in this Section 7.2 and is ongoing, the non-Defaulting Party shall have the right to terminate this Agreement by written notice at any time and to be relieved of any further obligation hereunder. Further, whether or not the non-Defaulting Party terminates this Agreement, the non-Defaulting Party shall have the right to recover from the Defaulting Party all amounts due hereunder, plus all other damages and remedies to which the non-Defaulting Party is entitled under this Agreement at law or in equity. The provisions of this Section 7.2.(B) will survive termination of this Agreement.

C. In the event of early termination of this Agreement prior to completion of the MIP Project, any amounts associated with MIP Incentive Award funds that are recovered by the Awardee in connection with the exercise of Awardee's rights under contracts and associated Performance Bonds with its contractors and CMG Aggregator, less any costs or expenses incurred by Awardee in connection with such recovery, shall be returned by Awardee to PG&E, and shall be PG&E's sole remedy for such early termination pursuant to Section 7.4(A), and if such early termination is pursuant to Section 7.2(B), shall be PG&E's sole remedy for such early termination with regard to such funds, except in cases of bad faith, willful misconduct, or fraud. Nothing in this paragraph shall limit PG&E's rights pursuant to Section 5.3, including but not limited to PG&E's right to audit and to seek any return of incentive overpayments that were the result of inaccuracies in any invoice submitted by Awardee.

7.3 Waiver

A. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

B. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

7.4 Termination

A. If the Awardee or CMG Aggregator determines in good faith that the MIP Project has become infeasible and elects not to continue development, Awardee may terminate this

Agreement upon notice to PG&E, and such termination will be effective as of the date designated in writing by the Awardee, at its sole discretion. In the event of a termination pursuant to this Section 7.4(A), PG&E's sole remedy shall be the return of any recovered funds pursuant to Section 7.2(C).

B. In the event of a termination of this Grant Agreement pursuant to Section 7.1 ,such termination will be effective as of the date designated in writing by the non-Defaulting Party, at its sole discretion, provided that any termination pursuant to an Order from the CPUC or other Regulatory Authority with jurisdiction over either of the Parties that the Agreement or the MIP Project be terminated will be effective on a date consistent with said Order.

8 GOVERNMENTAL CHANGES

8.1 Cooperation

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

8.2 Governmental Charges

Awardee shall pay or cause to be paid all taxes or fees imposed by any Governmental Authority (Governmental Charges) on or with respect to the MIP Project, by reason of the execution, delivery, performance or enforcement of this Agreement; provided, PG&E shall pay or cause to be paid all such taxes or fees for which it is responsible under applicable law and consistent with CPUC tariffs. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under Law.

9 COVENANTS

9.1 General Covenants

Each Party covenants throughout the Term of this Agreement as follows:

A. [It shall continue to be duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and qualified to conduct business in the State of California and in all jurisdictions where ownership of its properties or its operations require such qualifications, except where the failure to do so would not have a material adverse effect on its financial condition, its ability to own its properties or transact its business, or to carry out the transactions contemplated hereby][may be modified by mutual agreements with Tribal Government counterparties];

B. It shall maintain (or obtain from time to time as required, including through renewal, as applicable) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement;

C. It shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law applicable to it;

D. It shall follow all rules, orders and tariffs approved or established by the CPUC and the CAISO with respect to the MIP Project development and operation, provided that if Awardee is not the CMG Aggregator for the MIP Project, Awardee will ensure that CMG Aggregator shall follow all such rules, orders and tariffs.

9.2 Covenants of Awardee

Awardee covenants to and for the benefit of PG&E throughout the Term:

A. It shall apply the MIP Incentive Award funds solely towards Eligible Project Costs, in accordance with the requirements of the Incentive Milestones, and

B. It shall comply, and shall ensure that CMG Aggregator complies, with all applicable Laws, Applicable Rules and Standards, and to the Utility Distribution Company requirements applicable to the MIP Project.

10 ASSIGNMENT

10.1 General Assignment

Neither Party will assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent will not be unreasonably conditioned, delayed, or withheld so long as (a) the assignee assumes the transferring Party's performance obligations under this Agreement, (b) the assignee agrees in writing to be bound by the terms and conditions hereof, (c) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee's technical and financial capability to fulfill the assigning Party's obligations hereunder, (d) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request, and (e) in the case of Awardee as the transferring Party with a transfer to an assignee that will have operational control of the MIP Project, Awardee delivers to PG&E, upon PG&E's request, documentation to demonstrate the assignee is capable of satisfying and complying with all provisions of this Agreement.

10.2 Assignment in Connection with a Change in Control

Any direct change of control of Awardee or Awardee's Parent (whether voluntary or by operation of Law) is deemed an assignment and shall require the prior written consent of PG&E which consent shall not be unreasonably conditioned, delayed or withheld, provided that the requirements identified in Section 10.1(a) through (e) are met. Awardee shall use commercially reasonable efforts to provide PG&E (a) Notice at least ten (10) days prior to the effectiveness of any indirect change in control, and shall in any event provide such Notice no later than ten (10) Business Days after the indirect change in control, and (b) such other information as PG&E may reasonably request in connection with such change in control.

10.3 Unauthorized Assignment

Any attempted assignment that violates this Article 10 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in

whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Awardee. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

11 DISPUTE RESOLUTION

The Parties agree to attempt to resolve all disputes associated with this Agreement according to the provisions of this Article 11.

11.1 Notification and Negotiation

A. In the event of a dispute, the dispute shall be documented in a written Notice by the aggrieved Party to the other Party containing the relevant known facts pertaining to the dispute, the specific dispute and the relief sought, and express Notice by the aggrieved Party that it is invoking the procedures under this Article 11. The Notice shall be sent to the Party's email address and physical address set forth under Notices in Article 13. A copy of the Notice shall also be sent to the Energy Division, Office of the Director, at the CPUC. The receiving Party shall acknowledge the notice within five (5) Calendar Days of its receipt.

B. Upon the aggrieved Party notifying the other Party of the dispute, each Party must designate a representative with the authority to make decisions for its respective Party to review the dispute within seven (7) Calendar Days.

C. Upon receipt of Notice, receiving Party shall provide the aggrieved Party with all relevant regulatory and/or technical details and analysis regarding the MIP Project under dispute within twenty-one (21) Calendar Days.

D. Within forty-five (45) Calendar Days of the date of the Notice, the Parties' Authorized Representatives will be required to meet and confer to try to resolve the dispute. Parties are expected to operate in good faith and use best efforts to resolve the dispute.

E. If a resolution is not reached in forty-five (45) Calendar Days from the date of the notice, either 1) a Party may request to continue negotiations for an additional forty-five (45) Calendar Days or 2) the Parties may by mutual agreement make a written request for mediation to the Alternative Dispute Resolution (ADR) Coordinator in the CPUC's Administrative Law Judge (ALJ) Division. The request may be submitted by electronic mail to adr_program@cpuc.ca.gov. Alternatively, both Parties by mutual agreement may request mediation from an outside third-party mediator with costs to be shared equally between the Parties.

F. At any time, either Party may file a formal complaint before the CPUC pursuant to California PUC section 1702 and Article 4 of the CPUC's Rules of Practice and Procedure. Nothing in this section shall be construed to limit the rights of any Party to exercise rights and remedies under California law.

11.2 Performance During Dispute

A. Pending resolution of any dispute under this Article 11, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement

unless this Agreement has been terminated.

B. If a dispute for which a Party has provided a Notice pursuant to this Article 11 remains unresolved to the satisfaction of either Party more than sixty (60) days following receipt of the Notice, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

12 GENERAL PROVISIONS

12.1 General

All attached Appendices are hereby incorporated by reference and are made part of this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof. No amendment or modification to this Agreement shall be enforceable unless reduced to a writing signed by all Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). The headings used herein are for convenience and reference purposes only.

12.2 Severability

If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

12.3 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by e-mail will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by e-mail will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

12.4 Interpretation

The following rules of interpretation apply:

A. The term “including” means “including without limitation”; the terms “year” and “calendar year” mean the period of months from January 1 through and including December 31; the term “month” means a calendar month unless otherwise indicated, and a “day” means a 24-hour period beginning at 12:00:01 a.m. and ending at 12:00:00 midnight; provided that a “day” may be 23 or 25 hours on those days on which daylight-saving time begins or ends, respectively.

B. Unless otherwise specified herein, where the consent of a Party is required, such consent shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

C. Unless otherwise specified herein, all references herein to any Order, tariff, agreement, or other document of any description shall be construed to give effect to amendments, supplements, modifications or any superseding Order, tariff, agreement or document as then exist at the applicable time to which such construction applies unless otherwise specified.

D. In the event of any conflict between the terms and conditions of this Agreement and any of the following agreements, the terms and conditions of the following agreements will control: the MOA, any MIP Project Interconnection Agreements under PG&E's Electric Rule 21 or PG&E's Wholesale Distribution Tariff, PG&E's Electric Rule 2, and any Microgrid Special Facilities Agreements.

E. Capitalized terms used in this Agreement, including the appendices hereto, have the meaning set forth in Appendix I-B, unless otherwise specified.

F. References in the singular include references in the plural and vice versa, pronouns having masculine or feminine gender will be deemed to include the other, and words denoting natural persons include partnerships, firms, companies, corporations, limited liability companies, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal personality). Other grammatical forms of defined words or phrases have corresponding meanings.

G. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. Words referring to market rules, activities and practice have the meaning generally ascribed to such words in California.

H. References to a particular section, subsection, paragraph, subparagraph, appendix, or attachment will, unless specified otherwise, be a reference to that section, subsection, paragraph, subparagraph, appendix, or attachment in or to this Agreement.

I. Any reference in this Agreement to any natural person, Governmental Authority, corporation, limited liability company, partnership or other legal entity includes its permitted successors and assigns or to any natural person, Governmental Authority, corporation, limited liability company, partnership or other legal entity succeeding to its functions.

J. All references to dollars or "$" are to U.S. dollars.

K. When an action is required to be completed on a Business Day, such action must be completed prior to 5:00 p.m. on such day, Pacific prevailing time, and actions occurring after 5:00 p.m. (such as the delivery of a Notice) will be deemed to have occurred on the following Business Day.

12.5 Recordings

No conversation between the Parties may be recorded by a Party without the express consent of the other Party.

12.6 Authorized Representatives

Each Party shall provide Notice to the other Party of the persons authorized to make or receive other Notices on behalf of such Party or to represent a Party ("Authorized Representative") and in connection with such Notices and specify the scope of their individual authority and responsibilities. Either Party may change its designation of such persons and the scope of their individual authorities and responsibilities from time to time in its sole discretion by providing Notice.

12.7 No Dedication

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any Person not a Party to this Agreement. No undertaking by one Party to the other Party under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or the public, nor affect the status of PG&E as an independent public utility corporation or Awardee as an independent individual or entity.

12.8 Governing Law

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12.9 Taxes

A. The Parties agree to follow all applicable tax laws and regulations.

B. Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect PG&E's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

12.10 Regulatory Oversight

The Agreement shall be subject to changes or modifications by the California Public Utilities Commission, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

[Note: Section 12.11 applicable solely if Awardee is a sovereign Indian tribe]

12.11 Limited Waiver of Sovereign Immunity

Awardee agrees to provide a limited waiver of sovereign immunity as set forth in Appendix VIII. In the event of a conflict between Appendix VIII and any other waivers set forth in this Agreement, Appendix VIII shall control.

13 NOTICES

13.1 Notices

Whenever this Agreement requires or permits delivery of a Notice (or requires a Party to "Notify"), the Party with such right or obligation shall provide a written communication in the manner specified below. Notices may be sent by overnight mail or courier or e-mail. Invoices may be sent by e-mail. A Notice sent by e-mail will be recognized and shall be deemed received on the Business Day on which such Notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a Notice by overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Notices shall be addressed as follows:

PG&E:
(Name) Jeremy Donnell
(Title) Sr. Manager
(Address) 300 Lakeside Dr, Oakland, (
(email) communitymicrogrids@pge.
(phone) n/a

Awardee:
(Name) Paul Kelley
(Title) General Manager
(Address) 19400 Hartmann Rd, Hidde
(email) pkelley@hvlcsd.org
(phone) 707-987-9201

14 SIGNATURE

Agreement Execution
In WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its Authorized Representative as of the dates provided below:

Hidden Valley Lake Community Services District, a Local Governmental Authority

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

Signature:	Signature:
Name: Paul Kelley	Name: Jeremy Donnell
Title: General Manager	Title: Sr.Manager
Date: 5/21/2026	Date:

APPENDIX I-A – ACRONYMS

ADR – Alternative Dispute Resolution

AIR – Application Incentive Request

ALJ – Administrative Law Judge

CAISO - California Independent System Operator

CARB – California Air Resource Board

CMET - Community Microgrid Enablement Tariff

CMG - Community Microgrid

CPUC - California Public Utilities Commission

IFOM – In Front of the Meter

IOD - Islanding Operation Date

MIP – Microgrid Incentive Program

MIS – Microgrid Islanding Study

MOA - Microgrid Operating Agreement

PG&E - Pacific Gas and Electric Company

APPENDIX I-B – GENERAL DEFINITIONS

1. **Affiliate**. Affiliate of a Person means any other Person that (a) directly or indirectly controls the specified Person; (b) is controlled by or is under direct or indirect common control with the specified Person; or (c) is an officer, director, employee, representative or agent or subsidiary of the Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management or policies of the specified Person, directly or indirectly, through one or more intermediaries, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise.
2. **Applicable Rules and Standards**. Electric Rule 2, PG&E's Wholesale Distribution Tariff, CMET and Electric Rule 21.
3. **Application Incentive Request (AIR)**. The amount of funding, excluding the MIP Application Development Grant, requested by the MIP Applicant.
4. **Authorized Representative**. As defined in Section 12.6.
5. **Awardee**. The entity that is counterparty to this Grant Agreement.
6. **Balance of System.** All of the MIP Project tangible and non-tangible assets, facilities, and equipment owned or controlled by the CMG Aggregator, other than the MIP Project Resources and Non-Project Resources, necessary to meet the requirements of the MIP Project as identified in the Microgrid Islanding Study and listed in Appendix V - MIP Project Resources and Balance of System Facilities of MOA.
7. **Blue Sky Mode**. The normal mode of operation when the Community Microgrid is interconnected to and operating in parallel with the Distribution System, is not operating in Island Mode, and PG&E maintains operational coordination of the delivery of electric service.
8. **Business Day**. Monday through Friday, excluding Federal Holidays and the Friday after Thanksgiving
9. **CAISO**. The California Independent System Operator Corporation or any successor entity performing similar functions.
10. **Calendar Day**. Any day, including Saturday, Sunday or a Federal and State Holiday
11. **California Public Utility Commission or Commission or CPUC**. The Public Utilities Commission of the State of California
12. **Community Microgrid (CMG)**. As defined in PG&E's Community Microgrid Enablement Tariff.
13. **Community Microgrid Aggregator (CMG Aggregator)**. The entity that is counterparty

to the MOA. The CMG Aggregator coordinates control of MIP Project Resources consistent with relevant provisions of PG&E's Electric Rule 2, PG&E's Wholesale Distribution Tariff Generator Interconnection Procedures, and PG&E's Electric Rule 21 including frequency and voltage and other power quality requirements within PG&E established control parameters to enable the MIP Project to operate in Island Mode.

14. **Contractor**. The engineering, procurement, and construction contractor and its subcontractors, as well as Awardee or Awardee's Affiliates and their subcontractors if any such entities are developing, constructing, operating or maintaining the MIP Project during the Term, and any entity or person under contract with Awardee or Awardee's Affiliates for the purpose of developing, constructing, operating or maintaining the MIP Project during the Term.
15. **Defaulting Party**. The Party that is subject to an Event of Default
16. **Distribution Provider**. PG&E, which owns, controls, and operates facilities used to provide Distribution Service to the customers within the Microgrid Boundary under this MIP.
17. **Distribution System**. PG&E's distribution system broadly consists of the stepdown transformation with substations, the primary distribution circuits, and the secondary distribution system. The secondary distribution system consists of the line transformers that step the primary voltage down to a secondary voltage, and the secondary conductors including service drops and meters.
18. **Distribution Upgrades**. The additions, modifications, and upgrades to PG&E's Distribution System necessary to facilitate construction and microgrid operation of the MIP Project. Distribution Upgrades do not include the CMG Aggregator's Project Balance of System.
19. **Effective Date**. The date upon which both Parties have executed this Agreement.
20. **Eligible Project Cost**. All necessary, reasonable, and directly attributable costs incurred in the execution and completion of the MIP Project, as approved by PG&E in Appendix VI. Any costs incurred outside the parameters set forth in this Agreement or deemed non-essential, extravagant, or unrelated to the Project's primary objectives shall be excluded from the definition of "Eligible Project Cost". The determination of eligibility for any cost shall be at the sole discretion of PG&E, and such determination shall be final here.
21. **Event of Default**. The failure of a Defaulting Party to cure a default under this Agreement.
22. **Final Project Report**. Is a document submitted by the Awardee to PG&E within six months after the Initial Operation Date (IOD) providing an overview of the project, summarizes accomplishments, recommends improvements, describes challenges, and includes any additional information requested by PG&E.

23. **Governmental Authorities**. Any federal, State, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory, or administrative body, having jurisdiction as to the matter in question.

24. **Grid Forming Project Resource(s)**. Is a MIP Project Resource that, among other features, has the ability to (i) black start the MIP Project when in Island Mode and deenergized, and (ii) provide voltage and frequency stability and control within a range acceptable to PG&E during Island Mode operation.

25. **Incentive Award**. An Incentive Award is the amount of MIP incentive funding allocated to a MIP project by PG&E at its sole discretion. The Incentive Award amount is based on an MIP Applicant's AIR, subject to availability of MIP funds and MIP program requirements per the MIP Handbook.

26. **Incentive Milestone**. The Incentive Award shall be paid to the Awardee through a series of Incentive Payments associated with a successive set of project milestones based on key development activities during the Term. The milestones must be agreed upon completion dates required for the development and operation of the MIP Project and subsequent payment of incentives as set forth in Appendix III of this Agreement.

27. **Incentive Payment**. Incentive Payment refers to the portion of the MIP Incentive Award, allocated to a specific MIP project by PG&E.

28. **Interconnection Agreement**. The agreement and associated documents or any successor agreement and associated documentation governing the terms and conditions of the interconnection of the MIP Project Resource(s) with PG&E's grid, including any description of the plan for interconnecting the MIP Project Resource(s) to the grid.

29. **Interconnection Allowance**. An amount funded by utility ratepayers in addition to the MIP Incentive Award, the MIP Application Development Grant, and the Microgrid Special Facilities Allowance that covers all or a portion of the costs of Interconnection Studies, Interconnection Facility Upgrades, and Distribution Upgrades identified per the applicable interconnection tariff for eligible Project Resources.

30. **Interconnection Facilities**. The electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately. Interconnection Facilities may be owned by either Producer or PG&E.

31. **Interconnection Study**. A study to establish the requirements for interconnection of a Generating Facility to PG&E's Distribution System or Transmission System, pursuant to WDAT or Electric Rule 21, as applicable.

32. **Island Mode**. Operation of the Microgrid by the Distribution Provider when a Microgrid

that normally operates in “Blue Sky” Mode (parallel mode) is disconnected from the Distribution System at the Microgrid Islanding Point. The Distribution Provider will operate the Microgrid in Island Mode by (i) direct dispatch of MIP Project Resources within the Microgrid Boundary, and/or (ii) by authorizing MIP Project Resources to operate within parameters specified by the Distribution Provider for voltage, frequency, and power quality.

33. **Islanding Operation Date (IOD)**. Means the date stated in the "CMET Project Islanding Operation Date Confirmation Letter" attached as Appendix XI-B has been mutually executed and the CMET Project is placed into service for the purposes of providing energy resiliency for end use customers.

34. **Law.** Any statute, law, treaty, rule, regulation, ordinance, code, Permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Effective Date, and which become effective during the Term; or any binding interpretation of the foregoing.

35. **Local Governmental Authority.** A California city, county, or other joint powers authority, such as a Community Choice Aggregator.

36. **Microgrid.** An interconnected system of loads and energy resources, including, but not limited to, distributed energy resources, energy storage, demand response tools, or other management, forecasting, and analytical tools, appropriately sized to meet customer needs, within a clearly defined microgrid boundary that can act as a single, controllable entity, and can connect to, disconnect from, or run in parallel (Blue Sky Mode) with, larger portions of the electrical grid, or can be managed and isolated to withstand larger disturbances and maintain electrical supply to connected critical infrastructure.

37. **Microgrid Incentive Program (MIP)**. A Program to enable community-proposed microgrids that provide enhanced resilience for vulnerable customer groups and/or critical facilities pursuant to California Public Utilities Commission (CPUC) Decision (D.) 21-01-018 in Track 2.

38. **Microgrid Islanding Study (MIS)**. An engineering study conducted by PG&E or its agents of the microgrid operation in an Island Mode and operating mode transitions. The study shall determine the required modifications to the PG&E’s Distribution Facilities and associated cost required to support Island Mode operation and microgrid transitions while maintaining voltage, frequency, and power quality within PG&E control parameters in accordance with PG&E’s Electric Rule 2.

39. **Microgrid Operating Agreement (MOA).** An agreement between the PG&E and the MIP Community Microgrid Aggregator that governs MIP Project development and testing, and commercial operations to ensure safety and service quality in compliance with applicable

PG&E rules.

40. **Microgrid Special Facilities**. Modifications to the PG&E's Distribution Facilities required to operationalize the Microgrid Boundary and Island Mode such that the Microgrid is capable of maintaining voltage, frequency, and power quality within the PG&E's control parameters in accordance with Electric Rule 2.

41. **Microgrid Special Facilities Agreement or "Microgrid SFA."** The agreement that describes the upgrades on the Distribution System, and at the MIP Project Site to be installed under the terms and conditions regarding Microgrid Special Facilities (or added facilities) on file with the CPUC, pursuant to PG&E's Electric Rule 2, and incorporated in Appendix IV-B of MOA.

42. **Microgrid Special Facilities Allowance**. An amount funded by utility ratepayers in addition to the MIP Incentive Award, the MIP Application Development Grant, and the Interconnection Allowance to cover all or a portion of the costs of the Microgrid Special Facilities cost and the MIS.

43. **MIP Application Development Grant**. A one-time, optional, limited, MIP-funded grant to MIP Applicants who submit an eligible MIP application and request such reimbursement.

44. **MIP Project**. Tangible and non-tangible assets, facilities, and equipment needed to create and operate a Community Microgrid, including the MIP Project Resources, Microgrid Special Facilities, MIP Project Balance of System, contract rights, easements, rights of way, licenses and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the Community Microgrid subject to the CMET.

45. **MIP Project Resource(s)**. Electric generation, storage technology, and/or load management technology that the CMG Aggregator has control over consistent with relevant provisions in the MOA to enable the MIP Project to safely and reliably operate in Island Mode. The CMG Aggregator must have at least one Grid-Forming Project Resource that has a resource controller and has grid-forming capability sufficient to allow acceptable frequency and voltage during Island Mode operation. Project Resources must comply with the emissions standards adopted by the State Air Resources Board pursuant to the distributed generation certification program requirements of Section 94203 of Title 17 of the California Code of Regulations, or any successor regulation, and must be interconnected to the Distribution System within the Microgrid Boundary (either directly as front-of-the-meter Project Resources or indirectly as behind-the-meter Project Resources) pursuant to the Wholesale Distribution Tariff or PG&E's Electric Rule 21.

46. **Notice**. Unless otherwise specified in this Agreement, means a written communication which is delivered by overnight mail or courier service or electronic messaging (email), and in the manner required by Section 13, as applicable to a given communication.

47. **Operating Performance Requirements or OPA**. As defined in Section 4.1 of this Agreement.

48. **Operating Term Performance Assurance**. As defined in the MOA.

49. **Performance Bond**. A bond posted by a contractor in connection with a contract with Awardee to secure fulfillment of all the contractor's obligations under such contract with Awardee.

50. **Permit**. Any waiver, exemption, variance, franchise, permit, authorization, consent, ruling, certification, license, or similar order of or from, or filing or registration with, or notice to, any Governmental Authority that authorizes, approves, limits, or imposes conditions upon a specified activity.

51. **State.** The State of California

52. **Term.** As defined in Section 1.1 of the Agreement

53. **Tribal Governmental Authority.** The governing authority, having jurisdiction as to the matter in question, for a group identified as a "California Native American tribe", meaning a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004. See Cal. Pub. Res. Code § 21073. California Native American tribes include both federally recognized tribes and tribes that are not recognized by the federal government.

APPENDIX II – APPLICATION INCENTIVE REQUEST (AIR)

The Awardee's AIR with proposed Project Development Plan including proposed scheduled and estimated costs will be appended here.

Hidden Valley Lake Community Services District
Draft Hidden Valley Lake 20 MW Schedule of Values
MIP Tranche 1

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
TRANE'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	**DESCRIPTION OF WORK**	**SCHEDULED VALUE**	**WORK COMPLETED**		**MATERIALS PRESENTLY STORED** (NOT IN D OR E)	**TOTAL COMPLETED AND STORED TO DATE (D+E+F)**	**%** (G ÷ C)	**BALANCE TO FINISH** (C - G)	**RETAINAGE** (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	**THIS PERIOD**					
1	Real Estate- Land Options	$285,600.00	$0.00	$0	$0.00	$0.00	0%	$285,600.00	$0.00
2	Engineering - Survey	$43,200.00	$0.00	$0	$0.00	$0.00	0%	$43,200.00	$0.00
3	Engineering - Geotech	$108,273.00	$0.00	$0	$0.00	$0.00	0%	$108,273.00	$0.00
4	Engineering - Site Plan	$5,300.00	$0.00	$0	$0.00	$0.00	0%	$5,300.00	$0.00
5	Engineering - Road/Sitework prelim plan	$2,100.00	$0.00	$0	$0.00	$0.00	0%	$2,100.00	$0.00
6	Engineering - Foundation Spec	$3,100.00	$0.00	$0	$0.00	$0.00	0%	$3,100.00	$0.00
7	Engineering - Civil Cost Estimate	$3,400.00	$0.00	$0	$0.00	$0.00	0%	$3,400.00	$0.00
8	Engineering - Pipeline materials selection	$1,800.00	$0.00	$0	$0.00	$0.00	0%	$1,800.00	$0.00
9	Engineering - Prelim Tank Criteria	$2,000.00	$0.00	$0	$0.00	$0.00	0%	$2,000.00	$0.00
10	Engineering - Preliminary Pump Selection	$2,600.00	$0.00	$0	$0.00	$0.00	0%	$2,600.00	$0.00
11	Engineering -PrelimHydraulic Single Line	$2,500.00	$0.00	$0	$0.00	$0.00	0%	$2,500.00	$0.00
12	Engineering - Mechanical Cost Estimate	$5,300.00	$0.00	$0	$0.00	$0.00	0%	$5,300.00	$0.00
13	Engineering - Local Power Generation Perm	$4,100.00	$0.00	$0	$0.00	$0.00	0%	$4,100.00	$0.00
14	Electrical - Prelim Turbine/Generator Selecti	$2,250.00	$0.00	$0	$0.00	$0.00	0%	$2,250.00	$0.00
15	Electrical - Prelim Motor/Drive Selection	$2,250.00	$0.00	$0	$0.00	$0.00	0%	$2,250.00	$0.00
16	Electrical - Switchyard Cost est	$5,560.00	$0.00	$0	$0.00	$0.00	0%	$5,560.00	$0.00
17	Electrical - Tie Line Cost Estimate	$4,300.00	$0.00	$0	$0.00	$0.00	0%	$4,300.00	$0.00
18	Electrical - Substation cost estimate	$4,890.00	$0.00	$0	$0.00	$0.00	0%	$4,890.00	$0.00
19	Electrical - Prelim PV Layout	$3,750.00	$0.00	$0	$0.00	$0.00	0%	$3,750.00	$0.00
20	Hydrology - Work Plan Development	$159,800.00	$0.00	$0	$0.00	$0.00	0%	$159,800.00	$0.00
21	Hydrology - Test Well	$545,950.00	$0.00	$0	$0.00	$0.00	0%	$545,950.00	$0.00
22	Hydrology - Pump Test/Report	$40,050.00	$0.00	$0	$0.00	$0.00	0%	$40,050.00	$0.00
23	FERC -NOI Application Prep	$14,356.00	$0.00	$0	$0.00	$0.00	0%	$14,356.00	$0.00
24	Environmental - Expanded BRSs	$68,700.00	$0.00	$0	$0.00	$0.00	0%	$68,700.00	$0.00
25	Environmental - Draft EIR/Neg Dec	$125,060.00	$0.00	$0	$0.00	$0.00	0%	$125,060.00	$0.00
26	Environmental - Community Outreach	$9,922.00	$0.00	$0	$0.00	$0.00	0%	$9,922.00	$0.00
27	Interconnection Work Plan development	**$96,500.00**	$0.00	$0	$0.00	$0.00	0%	$96,500.00	$0.00
28	Interconnection Electrical Engineering	**$87,500.00**	$0.00	$0	$0.00	$0.00	0%	$87,500.00	$0.00
29	Interconnection WDT Application Devel	**$85,750.00**	$0.00	$0	$0.00	$0.00	0%	$85,750.00	$0.00
30	Interconnection CAISO Application Devel	**$55,750.00**	$0.00	$0	$0.00	$0.00	0%	$55,750.00	$0.00
31	Interconnection WDT Application Review Support	**$163,680.00**	$0.00	$0	$0.00	$0.00	0%	$163,680.00	$0.00
32	Interconnection FCDS Application Review Support	**$145,800.00**	$0.00	$0	$0.00	$0.00	0%	$145,800.00	$0.00
33	WDT Application Fee	**$0.00**	$0.00	$0	$0.00	$0.00	0%		
34	CAISO Application fee	**$70,800.00**	$0.00	$0	$0.00	$0.00	0%		
35	Trane Project Administration	**$956,076.00**	$0.00	$0	$0.00	$0.00	0%	$956,076.00	$0.00
36	CSD CEQA Staff Augmentation	$25,000.00	$0.00	$0	$0.00	$0.00	0%	$0.00	$0.00
37	CSD Interest Expense	$0.00	$0.00	$0	$0.00	$0.00	0%		
38	Trane Performance Bonds	$0.00	$0.00	$0	$0.00	$0.00	0%		
39	CSD Staff Expense	$100,381.00	0	$0	0	0	0		
	GRAND TOTALS	**$3,243,348.00**	**$0.00**	**$0**	**$0.00**	**$0.00**	**0%**	**$3,047,167**	**$0.00**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Hidden Valley Lake Community Services District
Draft Hidden Valley Lake 20 MW Schedule of Values
MIP Tranche 1

		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
	Cumulative $	$461,171	$1,133,816	$1,398,621	$2,234,568	$2,374,751	$2,513,103	$2,639,921	$2,749,895	$2,857,193	$2,917,666	$2,961,537	$3,000,825	$3,034,358	$3,057,643	$3,076,317	$3,093,454	$3,110,438	$3,126,038	$3,143,175	$3,158,776	$3,174,376	$3,189,976	$3,205,577	$3,243,348
	Cumulative %	14%	35%	43%	69%	73%	77%	81%	85%	88%	90%	91%	93%	94%	94%	95%	95%	96%	96%	97%	97%	98%	98%	99%	100%
	Estimated Monthly Billings																								
			45.9%			36.6%			11.3%			4.7%			2.5%			1.6%			1.6%			2.3%	
	Estimated Monthly Invoices	$461,171	$672,646	$264,805	$835,948	$140,183	$138,352	$126,818	$109,974	$107,297	$60,473	$43,871	$39,288	$33,533	$23,285	$18,674	$17,137	$16,984	$15,600	$17,137	$15,600	$15,600	$15,600	$15,600	$37,766
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
285600	Real Estate- Land Options	$0	$285,600	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
43200	Engineering - Survey	$24,650	$18,550	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
136373	Engineering - Geotech	$12,327	$12,327	$51,363	$20,545	$5,136	$6,574	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Engineering - Site Plan	$1,027	$3,287	$986	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Engineering - Road/Sitework prelim plan	$616	$0	$0	$0	$1,027	$456	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Engineering - Foundation Spec	$1,027	$0	$0	$2,073	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Engineering - Civil Cost Estimate	$1,027	$0	$0	$0	$0	$2,373	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Engineering - Pipeline materials selection	$616	$0	$0	$0	$1,184	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Engineering - Prelim Tank Criteria	$869	$0	$0	$0	$1,131	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Engineering - Preliminary Pump Selection	$719	$1,881	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Engineering -PrelimHydraulic Single Line	$720	$0	$0	$0	$0	$1,780	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Engineering - Mechanical Cost Estimate	$1,284	$411	$411	$411	$411	$2,373	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
4100	Engineering - Local Power Generation Permit	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,100	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
4500	Electrical - Prelim Turbine/Generator Selection	$579	$1,671	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Electrical - Prelim Motor/Drive Selection	$579	$1,671	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
14750	Electrical - Switchyard Cost est	$0	$0	$0	$0	$3,818	$1,742	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Electrical - Tie Line Cost Estimate	$0	$0	$0	$0	$2,953	$1,347	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Electrical - Substation cost estimate	$0	$0	$0	$0	$1,574	$3,316	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
3750	Electrical - Prelim PV Layout	$1,207	$2,543	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
745800	Hydrology - Work Plan Development	$51,752	$71,657	$36,392	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Hydrology - Test Well	$0	$0	$0	$545,950	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Hydrology - Pump Test/Report	$0	$0	$0	$0	$20,952	$19,098	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
14356	FERC -NOI Application Prep	$0	$0	$0	$0	$0	$0	$8,701	$3,263	$544	$544	$544	$761	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
203682	Environmental - Expanded BRSs	$17,366	$0	$0	$17,366	$0	$0	$17,366	$0	$0	$16,602	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Environmental - Draft EIR/Neg Dec	$4,496	$4,496	$4,496	$4,496	$4,496	$21,356	$22,480	$33,720	$6,744	$6,744	$6,744	$4,793	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Environmental - Community Outreach	$0	$0	$669	$1,003	$1,003	$1,003	$1,338	$669	$1,003	$1,003	$1,003	$1,228	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
634980	Interconnection Work Plan development	$66,446	$30,054	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Interconnection Electrical Engineering	$30,000	$57,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Interconnection WDT Application Devel	$21,557	$21,557	$42,635	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Interconnection CAISO Application Devel	$27,269	$27,269	$1,212	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Interconnection WDT Application Review Support	$0	$0	$0	$60,204	$15,051	$15,051	$15,051	$15,051	$43,272	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Interconnection FCDS Application Review Support	$0	$0	$0	$44,862	$22,431	$7,477	$7,477	$7,477	$7,477	$2,692	$2,692	$2,692	$2,692	$2,692	$2,692	$2,692	$2,692	$2,692	$2,692	$2,692	$2,692	$2,692	$2,692	$10,916
	WDT Application Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	CAISO Application fee	$0	$0	$0	$70,800	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Trane Project Administration	$189,810	$126,950	$121,417	$63,014	$53,792	$49,182	$49,182	$44,571	$43,034	$27,665	$27,665	$24,591	$21,517	$15,369	$10,758	$9,222	$9,068	$7,685	$9,222	$7,685	$7,685	$7,685	$7,685	$21,626
	CSD CEQA Staff Augmentation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	CSD Interest Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Trane Performance Bonds	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	CSD Staff Expense	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224	$5,224

APPENDIX III – INCENTIVE MILESTONES

An Incentive Milestone Payment schedule as illustrated below shall be completed for each MIP Project. There are two methods available for determining the timing and amounts for the Incentive Milestone Payments. The Awardee may elect either of the two methods, at the Awardee's discretion.

Alternative A: The first method is to recover the total AIR awarded in equal increments of ten percent. As eligible project costs are accrued, the Awardee shall be able to submit them for reimbursement once the total cost submitted for reimbursement is equal to ten percent of AIR. Estimated completion dates for each ten percent tranche will be included in the schedule form. If the project is completed without spending the full award amount, the final reimbursement payment will be made upon PG&E's receipt of confirmation of the commencement of operations of the microgrid in the form of MOA Appendix XI-B – "CMET Project Islanding Operation Date Confirmation Letter". Proof of costs for reimbursement will still apply to this payment as it does to the others.

Alternative B: The second method would involve creating a customized Incentive Milestone Payment schedule based upon the estimated project milestones and costs in the Awardee's Project Development Plan and the total amount of incentive awarded. In this case, the Incentive Milestone schedule will describe each such milestone, the proposed completion date, total estimated cost to complete, the estimated Incentive Request anticipated for each Milestone, and the percentage each milestone payment is in relation to the total MIP Award. These milestones shall be developed jointly between the Awardee and PG&E.

In the event that Awardee selects Alternative B but Awardee and PG&E are not able to finalize the milestones [within [time period] of execution of this Agreement, then the AIR will be reimbursed pursuant to Alternative A. The final Incentive Milestone Payment Schedule for this Agreement shall be inserted in this Appendix and replace this language and the following illustrations.

Hidden Valley Lake Community Services District Payment Schedule - Alternative A

MIP Incentive Payment Milestones						
Milestone	**Description**	**Proposed Completion Date**	**Estimated Cost to Complete**	**Estimated MIP Incentive Request**	**% of MIP Award**	**Comments**
1	Costs Incurred Equal 10% of Total AIR	Jun-26	$ 461,171	$ 461,171	14%	
2	Costs Incurred Equal 20% of Total AIR					
3	Costs Incurred Equal 30% of Total AIR	Jul-26	$ 672,646	$ 672,646	35%	
4	Costs Incurred Equal 40% of Total AIR	Aug-26	$ 264,805	$ 264,805	43%	
5	Costs Incurred Equal 50% of Total AIR					
6	Costs Incurred Equal 60% of Total AIR					
7	Costs Incurred Equal 70% of Total AIR	Sep-26	$ 835,948	$ 835,948	69%	
8	Costs Incurred Equal 80% of Total AIR	Dec-26	$ 405,353	$ 405,353	81%	
9	Costs Incurred Equal 90% of Total AIR	Apr-27	$ 321,616	$ 321,616	91%	
10	Costs Incurred Equal 100% of Total AIR or MOA Appendix XI-B – "CMET Project Islanding Operation Date Confirmation Letter" is received and approved by PG&E	May-28	$ 281,809	$ 281,809	100%	
		Totals:	**$ 3,243,348**	**$ 3,243,348**	**100%**	

Illustrative Example of an Incentive Milestone Payment Schedule – Alternative B

MIP Incentive Payment Milestones						
Milestone*	**Description**	**Proposed Completion Date***	**Estimated Cost to Complete***	**Estimated MIP Incentive Request****	**% of MIP Award**	**Comments**
1	Project Engineering Design					
2	Project Site Acquisition & Permitting					
3	Project Site Preparation					
4	Project Resource/s Delivered to Site					
5	Project Resources Installed w/PTO Received					
6	Microgrid Balance of System Installed					
7	Islanding Operation Date Confirmation Letter issued					
		Totals:	(Total PDP Cost)	[Amount Awarded]	**100%**	

*Milestones based on MIP Project Development Plan tasks, schedule and estimated costs to complete
** Estimated MIP incentive payment request at each milestone based on MIP Project Development Plan

APPENDIX IV – INCENTIVE PAYMENT REQUEST COVER SHEET

Pursuant to Section 2.3 of the Grant Agreement dated as of (insert date) between the Awardee and the PG&E, Awardee hereby submits an Incentive Payment Request as follows:

Incentive Milestone Number (per Appendix III): _____

Incentive Payment Request: $_____

Total Incentive Requests to Date: $_____

MIP Incentive Award (per Section 2.1): $_____

Incentive Award Amount Remaining: $_____

Awardee certifies that:

A. To the best of their knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement.

B. After giving effect to the disbursement requested pursuant to this Incentive Payment Request, the total Incentive Payments disbursed will not exceed the maximum amount set forth in Section 2.1.

C. The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof.

D. No Event of Default has occurred and is continuing under the Agreement [or the MOA]

E. The undersigned is authorized to execute this Incentive Payment Request on behalf of Awardee.

_____
Signature of Authorized Requestor

_____
Title

_____
Date

APPENDIX V – SCHEDULE 1 TO INCENTIVE PAYMENT REQUEST COVER SHEET

The following sample schedule shall be used to support the Incentive Payment Request. This sample schedule should be used to itemize the Eligible Project Costs associated with the Milestone tasks associated with an Incentive Payment Request. Awardee shall verify that costs are eligible for incentive payment and the status of the activity. If the activity and related cost element is not complete, the estimated cost to complete shall be provided.

Task *	Cost Element & Description**	Incentive Amount Requested	MIP Eligible Cost (Y/N)	Activity Complete (Y/N)	Estimated Cost to Complete***	Comments
	Total:					

* MIP Project Development Plan tasks identified in the Project Development Plan at Work Breakdown Structure (WBS) Level 2.
** Identify the specific cost element associated with a task for which an incentive payment is requested.
*** Only needs to be filled in if task is not fully completed at the Milestone

APPENDIX VI – ELIGIBLE PROJECT COSTS

Eligible Project Costs include the following:

- The costs for purchasing IFOM MIP Project Resources and their grid-forming and grid-following inverters. To be eligible, none of these resources can be part of an Interconnection Agreement with PG&E executed before the close of the Application Window used for your Microgrid Application.
- The costs for purchasing IFOM MIP Project Resource's controller, protection, and communications equipment.
- Permitting and licensing expenses incurred for IFOM MIP Project Resource(s) and Balance of System prior to a microgrid's Islanding Operation Date.
- Expenses related to reconfiguring behind-the-meter (BTM) electric service equipment so specific customer or facility loads can be isolated and served when the microgrid is in Island Mode.
- Project management costs, including costs related to engineering, studies, system integration, and construction activities for IFOM MIP Project Resource and Balance of System. Includes site preparation, civil, electrical, and mechanical work.
- Expenses associated with purchasing or leasing property for the IFOM MIP Project Resources and Balance of Systems Leasing property expenses should reflect the present value of the lease for the property needed for the IFOM MIP Project Resources and Balance of System.
- Costs related to community outreach activities conducted for the microgrid.
- Costs associated with developing a microgrid proposal and MIP Application, to the extent not covered in the optional MIP Application Development Grant.
- Related legal costs.
- Taxes to the extent applicable on any of the above.
- Costs related to providing a Letter of Credit as Development Performance Assurance, provided that such costs do not exceed five percent (5%) of the total amount of the AIR.

Costs that are not eligible for MIP incentive award include but may not be limited to:

- Costs related to behind-the-meter resources associated with a MIP Project, including interconnection studies and distribution upgrades as may be applicable.
- Expenses associated with the operation and maintenance of the MIP Project.
- Other ineligible costs as identified in the CPUC's Decision 23-04-034, as may from time to time be modified by the CPUC.

APPENDIX VII – MIP PROJECT REPORTING FORM

MIP Project Reports shall include a summary description of project development status, including a discussion of any actual and forecast schedule and cost variances, and corrective actions being undertaken to address variances. MIP Project Reports shall also include supporting project status detail in a similar form to the sample table below.

Project Tasks		Project Schedule							Project Costs ($K)			
		Planned		Forecast		Actual		Schedule Variance (days)				
Task*	Description	Start Date	Completion Date	Start Date	Completion Date	Start Date	Completion Date		Planned	Actual to Date	Forecast to Completion	Cost Variance
1												
2												
3												
4												
5												
6												
7												
8												
9												
							Totals:					

APPENDIX VIII – LIMITED WAIVER OF SOVEREIGN IMMUNITY [NOT APPLICABLE TO HIDDEN VALLEY LAKE]

(a) The Parties acknowledge that Awardee is a sovereign Tribe, and that, as such, Awardee, its officers, agents and assigns possess sovereign immunity from unconsented suits and other legal proceedings. Nothing in this Agreement shall be deemed to be a waiver of Awardee's sovereign immunity, except as expressly provided in this Appendix VIII. PG&E and Awardee agree that this Agreement is fully enforceable between the Parties. Therefore, Awardee hereby provides this limited express waiver of Awardee's sovereign immunity, for the limited purpose of enforcing this Agreement (including each and all of the terms and conditions of this Agreement), and in accordance with, and as limited by, the express terms of this Agreement. Awardee provides this limited waiver of its sovereign immunity solely for disputes arising between the parties under this Agreement pursuant to Article 11. This limited waiver shall not apply to any other party or to disputes that do not arise out of this Agreement. PG&E hereby agrees that this limited waiver of sovereign immunity provided by Awardee shall be strictly and narrowly construed in favor of Awardee.

(b) With respect to all actions, suits, claims, proceedings or counterclaims (each, a "Claim"), Awardee and each of its officers, agents and assigns hereby expressly waives its sovereign immunity, and all defenses based thereon, from any Claim brought to enforce or interpret this Agreement, to resolve any controversy arising from this Agreement, or otherwise related to this Agreement, in each case of any nature, whether such Claim is brought in or arises under law, equity, contract, tort or statute (inclusive of Claims for equitable or provisional relief and to compel arbitration, and whether through service of notice, attachment prior to judgment, exercise of contempt powers, or otherwise) (an "Action"), for the limited purpose of resolving Claims and the judicial enforcement thereof, to resolve any controversy arising from this Agreement, to enforce or interpret the express terms and conditions of this Agreement, or otherwise related to this Agreement, as provided for in this Agreement.

(c) Awardee expressly waives sovereign immunity, solely in connection with any Claim brought to enforce or interpret this Agreement, to resolve any controversy arising from this Agreement, or otherwise related to this Agreement and all defenses based thereon as provided for herein for the enforcement of any arbitration award, or judgment to enforce such an award, any form of relief, or order related thereto. Awardee further consents to the jurisdiction of the arbitrators and/or specified courts described in Article 11 of this Agreement, including each Party's consent to be bound by a lawful order or judgment, to the extent provided for herein.

(d) With respect to any Action between PG&E and Awardee, each of the Parties expressly consents and agrees to the dispute resolution provisions set forth in Article 11 of this Agreement, and Awardee hereby agrees that the limited waivers of sovereign immunity described in this Appendix VIII apply and waive Awardee's sovereign immunity (to the extent described in this Appendix VIII) in connection with any arbitration under Article 11 of this Agreement and any judgment or award described in Article 11 of this Agreement. Awardee specifically expressly waives sovereign immunity for the limited jurisdictional purposes set forth in this Appendix VIII and in Article 11 of this Agreement. The Parties specifically agree that the arbitrators and courts set forth in Article 11 of this Agreement shall have jurisdiction to enter judgments enforcing rights and remedies provided for in this Agreement, which shall be binding and enforceable on each Party. Awardee shall not contest jurisdiction or venue to the extent selected in accordance with Article 11 of this Agreement. Awardee hereby waives any argument that a tribal forum has jurisdiction over the limited waiver of sovereign immunity and this Agreement, that it shall not plead or invoke the doctrine of exhaustion of tribal or other administrative or tribal judicial remedies, defenses of tribal immunity or that Awardee is an indispensable party, and Awardee hereby waives any and all such requirements.

(e) Awardee hereby consents to injunctive relief, where the standards for such relief are proven, in the forums enumerated in Section 12.8 of this Agreement should Awardee ever attempt to revoke, limit or restrict the limited waiver of sovereign immunity, where the legal standards for such relief are satisfied.

(f) In any Action as to which Awardee has waived its sovereign immunity as provided herein, Awardee consents and agrees that process against Awardee shall be effective if served by sending a copy of the process in accordance with the notice provisions set forth in Section 13.1 of this Agreement.

---------- END ----------

[FORM FOR USE ONLY WITH LOCAL OR TRIBAL GOVERNMENT]

COMMUNITY MICROGRID ENABLEMENT TARIFF
MICROGRID OPERATING AGREEMENT

between

PACIFIC GAS AND ELECTRIC COMPANY

and

_____

Dated:

_____

[FORM FOR USE ONLY WITH LOCAL OR TRIBAL GOVERNMENT CMG AGGREGATORS]

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This Community Microgrid Enablement Tariff Microgrid Operating Agreement ("Agreement" or "MOA"), together with the appendices and any other attachments referenced herein, is made and entered into between Pacific Gas and Electric Company, a California corporation ("PG&E") and _____ a _____ as ("Community Microgrid Aggregator" or " CMG Aggregator") as of _____ (the "Effective Date"). CMG Aggregator and PG&E are referred to individually as "Party" or collectively as "Parties". PG&E and CMG Aggregator hereby agree to the following:

RECITALS

A. Whereas, PG&E is a public utility providing both wholesale and retail electric power and energy sales and transmission in northern and central California and which owns an extensive electric transmission and distribution system within that area; and,

B. Whereas, the CMG Aggregator wishes to coordinate control of distributed energy resources and provide energy resiliency for end use customers through development of a Community Microgrid ("CMG"); and,

C. Whereas, the CMG Aggregator is a [Tribal Governmental Authority]/[Local Governmental Authority]; and,

D. Whereas, the Parties desire to enter an agreement to enable the development and operation of a Community Microgrid under PG&E's Community Microgrid Enablement Tariff ("CMET"), which was approved by California Public Utilities Commission ("CPUC"); and,

E. Whereas, Parties agree that the CMET Project Resources are governed by existing rules and tariffs and require CMET Project Resource interconnection agreements when the normal mode of CMET Project operation is interconnected to and operating in parallel with the Distribution System beyond the CMET Project Microgrid Boundary ("Blue Sky Mode"); and,

F. Whereas, Parties agree that the CMET Project is governed by the CMET and existing rules and tariffs when operating in disconnected mode ("Island Mode") from PG&E's distribution system at the Microgrid Islanding Point, which includes transitioning into, operating in, and transitioning out of Island Mode, and safe reconnection back to PG&E's broader Distribution System, and that this Agreement is needed to define the roles and responsibilities of the Parties for the development and commissioning, and for safe, reliable operation of a CMET Project in Island Mode; and,

G. Whereas, CMG Aggregator's CMET Project has undergone a Microgrid Islanding Study performed by PG&E for the CMET Project, and the CMG Aggregator has: (1) reviewed and accepted the applicable PG&E Microgrid Islanding Study report for the proposed CMET Project; (2) reviewed and accepted the resultant draft Description of Operations and the PG&E Microgrid Special Facilities Agreement; (3) reviewed and accepted the required CMG Aggregator supplied CMET Project Balance of System and operational requirements; and (4) has committed to enter into this Agreement and to govern the development and operation of the CMET Project.

Now, therefore, in consideration of the agreements contained herein, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

This Agreement shall be binding as of the Effective Date.

1. TERM & TERMINATION

1.1. Term

A. The Term of this Agreement shall commence upon the Effective Date and shall continue until the earliest of:

(i) expiration of the Development Term if the interconnection request for the CMET Project Resource is withdrawn or the CMET Project Resource fails to achieve commercial operations pursuant to its interconnection agreement,

(ii) expiration of the Development Term if CMET Project does not satisfy all of the Development Conditions by the applicable CMET Project Development Milestones included in Appendix III-A pursuant to Section 2.3 of this Agreement,

(iii) expiration of the Operating Term, or

(iv) termination pursuant to Section 1.2 of this Agreement, provided that the terms and conditions of this Agreement shall thereafter remain in effect until the Parties have fulfilled all obligations arising under this Agreement.

B. Development Term

The "Development Term" is the period described in the Project Implementation Plan, attached hereto as Appendix III-B, commencing on the Effective Date and shall remain in effect until the CMET Project Islanding Operation Date (IOD), unless sooner terminated in accordance with Section 1.2 of this Agreement.

C. Operating Term

The "Operating Term" is the period commencing on the CMET Project Islanding Operation Date, as such term is defined in Section 2.2, and shall remain in effect for a period of ten (10) years from the IOD or such other longer period as the CMG Aggregator may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated in accordance with Section 1.2 of this Agreement.

1.2. Termination

This Agreement shall continue in full force and effect until the occurrence of one or more of the following events:

A. Parties mutually agree in writing to terminate the Agreement,

B. The termination of any existing executed CMET Project Resource Interconnection Agreement(s), which if terminated would result in the CMET Project no longer being in

compliance with the CMET requirements per the Microgrid Islanding Study,

C. The CMET Project no longer meets the eligibility requirements set forth in the CMET Tariff (E-CMET),

D. An Order from the CPUC or other Regulatory Authority with jurisdiction over either of the Parties requires that the Agreement or the CMET Project be terminated, or

E. As provided in Section 5.2.B for an Event of Default.

In the event of a termination of this Agreement pursuant to Section 1.2.A, such termination will be effective as of the date designated in writing by the Parties. In the event of a termination pursuant to Section 1.2.B, such termination will be effective as of the earliest termination date of the applicable CMET Project Resource Interconnection Agreement(s), without need for further Notice by either of the Parties. In the event the CMET Project no longer meets the eligibility requirements set forth in E-CMET, pursuant to Section 1.2.C, termination will be effective thirty (30) days from delivery of Notice from PG&E of such noncompliance if CMG Aggregator is unable to cure such noncompliance. In the event of a termination pursuant to Sections 1.2.D, termination will be on a date consistent with said Order. In the event of termination pursuant to Section 1.2.E, the non-defaulting party will send a Notice specifying the basis for termination and designating a termination date.

1.3. CMET Project Suspension

During the Operating Term, this Agreement may be suspended by mutual agreement of the Parties for a period of time not to exceed six (6) months as a result of:

A. A System Change as described in Article 4, or

B. Written request to PG&E by the CMG Aggregator, or

C. Written request to CMG Aggregator by PG&E.

During any such suspension period, the operational capability of the CMET Project to transition into, operate in and transition out of Island Mode will be suspended, disabled and physically locked out as prescribed in the applicable Operating Performance Requirements, Procedures and Protocols detailed in Appendix XII.

2. CMET PROJECT DEVELOPMENT

2.1. CMET Project Development Responsibilities and Conditions

A. CMG Aggregator and PG&E shall work together to develop, construct, install, and test the CMET Project in accordance with: (1) the CMET Project Implementation Plan (PIP) schedule set forth in Appendix III-B; (2) the CMET Project Performance Testing Technical Criteria as set forth in Appendix VIII-A; (3) the CMET Microgrid Islanding Study attached as Appendix II; and (4) any applicable requirements in the CMET Project Resource Interconnection Agreement(s), and the Microgrid Special Facilities Agreement, that are attached hereto as

Appendix IV-A and Appendix IV-B, respectively.

B. CMG Aggregator and PG&E agree to collaborate in good faith to complete the CMET Project successfully and expeditiously by the Development Milestones set in Appendix III-A. CMG Aggregator and PG&E will each, as applicable, take all reasonable actions required to demonstrate the satisfaction of each of the following development conditions consistent with both (1) the CMET Project Development Milestones for which the respective Party is responsible, as detailed in the attached Appendix III-A, and (2) the CMET Project Implementation Plan (PIP) attached as Appendix III-B:

a) At CMG Aggregator's expense, CMG Aggregator or Contractor shall have constructed or caused to be constructed and demonstrated to PG&E's satisfaction that the CMET Project, including the CMET Project Resources and Project Balance of System, has been installed, constructed and configured consistent with the requirements detailed in the CMET Microgrid Islanding Study and Commissioning Test Plan (i.e., Appendix VIII-B) no later than the applicable Development Milestones. The CMG Aggregator shall take all actions and obtain all approvals necessary to develop the CMET Project Resources and CMET Project Balance of System pursuant to the terms of this Agreement.

b) CMG Aggregator shall have developed Operating, Procedures and Protocols for the CMET Project, consistent with the CMET Operating Performance Requirements incorporated as Appendix XII of this Agreement, that has been approved by PG&E no later than the applicable Development Milestone presented in Appendix III-A, and prior to requesting Permission to Island the CMET Project.

c) CMG Aggregator shall have developed a Commissioning Test Plan consistent with the CMET Operating Performance Requirements incorporated as Appendix VIII-B of this Agreement. A Commissioning Test Plan that has been approved by PG&E shall be submitted to PG&E no later than the applicable Development Milestone presented in Appendix III-A, and prior to CMG Aggregator requesting Permission to Island the CMET Project. The Commissioning Test Plan shall be incorporated as Appendix VIII-B of this Agreement.

d) CMG Aggregator shall have delivered to PG&E the Multiple Use Attestation in accordance with Section 7.1.D of this Agreement in the form of Appendix X-B, and in accordance with Development Milestones presented in Appendix III-A and prior to requesting Permission to Island the CMET Project.

e) CMG Aggregator shall have prepared a Project Safety Plan and Project Emergency Response Plan that has been approved by PG&E no later than the applicable Development Milestone presented in Appendix III-A. The Project Safety Plan and Project Emergency Response Plan shall incorporate the elements described in Appendix IX-A and Appendix IX-B, respectively, and will describe how the CMG Aggregator will demonstrate compliance with the Safety Requirements during the Development Term, through the CMET Project IOD and during the Operating Term.

f) CMG Aggregator shall have delivered to PG&E the Safety Attestation in the form of Appendix X-A in accordance with Appendix IX, and with the Development Milestones presented in Appendix III-A, and prior to requesting Permission to Island the CMET Project.

g) CMG Aggregator shall have demonstrated to PG&E's satisfaction that its operating personnel are familiar with the procedures and guidelines in this Agreement as part of the Commissioning Test Plan prior to the CMET Project operating in Blue Sky Mode or in Island Mode.

C. PG&E is responsible for the design, procurement, construction, installation, and maintenance of the Distribution Upgrades required to enable the CMET Project to operate in Island Mode, as more particularly described in the CMET Project Resource Interconnection Agreement and Microgrid Special Facilities Agreement between PG&E and CMG Aggregator. PG&E shall own and maintain the Distribution Upgrades.

2.2. Satisfaction of Development Conditions and Islanding Operation Date

A. The CMG Aggregator will provide PG&E with Notice(s) that must contain sufficient documentation to demonstrate satisfaction of the Development Conditions, and the CMG Aggregator will provide additional documentation as may be requested by PG&E to demonstrate or verify such satisfaction. Upon receipt of PG&E's Notice(s) that CMG Aggregator has satisfied all Development Conditions set forth in Section 2.1, CMG Aggregator will request to commence commissioning testing of the CMET Project by completing the form attached as Appendix XI-A and submitting it to PG&E for review and approval, such approval not to be unreasonably withheld, conditioned, or delayed.

B. Following receipt of PG&E's request to commence commissioning testing of the CMET Project, the CMG Aggregator will demonstrate CMET Project performance and operational compliance with the Performance Testing Technical Criteria detailed in Appendix VIII-A and PG&E-Approved Commissioning Test Plan as detailed in Appendix VIII-B. Parties will conduct CMET Project Commissioning Test per the Project Commissioning Test Plan of the CMET Project which may include, at PG&E's discretion, but not be limited to: (i) operational demonstration in Blue Sky Mode, (ii) transition to and operation in Island Mode, and (iii) transition from Island Mode to Blue Sky Mode through resynchronization with PG&E's electric system in accordance with the PG&E-approved Commissioning Test Plan.

C. The date upon which all requirements of Section 2.2.A and Section 2.2.B have been completed to the reasonable satisfaction of PG&E will be the "Islanding Operation Date" or "IOD" for the CMET Project. The Parties shall memorialize the Islanding Operation Date by mutual execution of the "Islanding Operation Date Confirmation Letter" attached as Appendix XI-B.

2.3. Failure to Meet Development Conditions

If CMG Aggregator fails to satisfy all of the Development Conditions as set forth in Section 2.1

by the applicable CMET Project Development Milestones set forth in Appendix III-A, then PG&E may declare a CMG Aggregator's Event of Default as provided in Section 5.1 of this Agreement.

3. CMET PROJECT OPERATIONS

3.1. CMET Project Operation

The CMET Project shall be capable of operation in Blue Sky Mode and Island Mode without adversely affecting the operations of the connected electric grid or the operations of the Distribution Customers within the CMET Project Microgrid Boundary and without presenting safety hazards to the public, PG&E's or CMG Aggregator's personnel, agents, contractors, and invitees.

3.2. Roles & Responsibilities – General

A. PG&E is the Distribution Provider that is responsible for providing Distribution Service under both Blue Sky and Island Modes pursuant to all applicable Laws. PG&E will own, operate, and maintain the Distribution System, including any Distribution Upgrades.

B. The CMG Aggregator is a third-party aggregator that coordinates control of distributed resources, including CMET Project Resources and any demand-side management resources, consistent with relevant provisions of Applicable Rules and Standards and Operating Performance Requirements, Procedures and Protocols as detailed in Appendix XII to enable the CMET Project to operate in Island Mode.

C. During the Operating Term, CMG Aggregator shall at all times (i) retain operational coordination with PG&E for the CMET Project pursuant to this Agreement and applicable Operating Performance Requirements, Procedures and Protocols as shown in Appendix XII, (ii) be responsible for or cause CMG Aggregator's agent to be responsible for maintenance of the CMET Project Resources and CMET Project Balance of System, and (iii) bear all costs related to operation, scheduling, and maintenance of the CMET Project Resources and CMET Project Balance of System as required for the CMET Project to safely and reliably transition to, operate in and transition from Island Mode.

3.3. Roles and Responsibilities - Modes of Operation

A. Blue Sky Mode

Blue Sky Mode is when the CMET Project is operating connected and synchronized to the PG&E Distribution System at the Microgrid Islanding Point(s). Under Blue Sky Mode, the Parties' roles and responsibilities are as follows:

a) CMG Aggregator is responsible for monitoring CMET Project Resources and Balance of Systems that are under their ownership and/or control, to assure availability and readiness to transition to Island Mode, either on a planned/scheduled basis or as a result of an unplanned outage of the PG&E distribution system at or beyond the Microgrid

Islanding Point(s). CMG Aggregator is responsible for managing CMET Project Resources and Balance of System under their ownership and/or control or obligation in a manner consistent with Applicable Rules and Standards. CMG Aggregator is responsible for periodic testing to demonstrate availability and capability of the CMET Project pursuant to Section 3.5 and consistent with applicable Operating Performance Requirements, Procedures and Protocols prescribed in Appendix XII.

b) PG&E is responsible for monitoring and control of the CMET Project equipment and systems via PG&E's Supervisory Control and Data Acquisition (SCADA) system for operational availability, readiness and compliance with PG&E designated and approved control and protection configuration and settings and for monitoring the PG&E Distribution System within the CMET Project Microgrid Boundary consistent with PG&E's role and responsibility as Distribution Provider and in conformance with all Applicable Rules and Standards. PG&E will notify CMG Aggregator of a PSPS event which could result in a transition from Blue Sky Mode to Island Mode either at the same time (to the extent the CMG Aggregator is classified as a Public Safety Partner) or at the earliest reasonably practicable opportunity after it notifies Public Safety Partners and posts to its website notice of an anticipated de-energization of transmission infrastructure, in accordance with the CMET Project Operating Performance Requirements, Procedures and Protocols set forth in Appendix XII. Unless otherwise ordered by a Regulatory Authority, PG&E shall bear no liability for any actions taken by the CMG Aggregator due to PG&E's notification of a potential PSPS event that does not ultimately result in the need for the CMET Project to enter Island Mode.

B. Island Mode

Island Mode is when the CMET Project has disconnected from the broader PG&E Distribution System at the Microgrid Islanding Point(s) and is providing power to the Distribution Customers within the CMET Project Microgrid Boundary:

a) CMG Aggregator is responsible for monitoring and operating CMET Project Resources and Balance of System to maintain service quality as prescribed in Section 3.2. CMG Aggregator will provide on-site inspection during Island Mode operation in accordance with the Operating Performance Requirements, Procedures and Protocols set forth in Appendix XII.

b) PG&E is responsible for monitoring the CMET Project via PG&E's SCADA system, as well as limited control for operational compliance with PG&E designated and approved control and protection configuration and settings, and for monitoring the PG&E Distribution System within the CMET Project Microgrid Boundary consistent with PG&E's role and responsibility as Distribution Provider. PG&E is responsible for notifying CMG Aggregator of a planned transition from Island Mode to Blue Sky Mode in accordance with the Operating Performance Requirements, Procedures and Protocols set forth in Appendix XII.

C. Maintenance

a) The CMG Aggregator agrees to maintain all PG&E required CMET Project devices as identified in the Microgrid Islanding Study, Appendix V, and Description of Operations in service, with controller and protection settings as recorded on a PG&E-approved relay test report and G5-1 forms described in PG&E's Distribution Interconnection Handbook and required for pre-parallel inspection of CMET Project.

b) Requests for installation of proposed firmware updates to Balance of System owned by CMG Aggregator or proposed changes in controller and protection settings which are essential to ensure day-to-day reliability, operational security and safety, or cyber-security related to the CMET Project must be submitted in writing to PG&E for review and approval. PG&E will review any such proposed firmware updates, changes and modifications of and associated implementation and test plan, and will provide CMG Aggregator with Notice of its approval, or of any required modifications. Upon confirmation that such modifications have been made by CMG Aggregator, PG&E will provide Notice of approval to CMG Aggregator, with confirmation that CMG Aggregator may proceed with its implementation and test plan and consistent with Operating Performance Requirements, Procedures and Protocols in Appendix XII as applicable.

c) The CMG Aggregator agrees to comply with the requirements identified in this Agreement for CMET Project Island Mode operation and the PG&E Interconnection Handbooks for all such equipment and generation sources capable of parallel operation with PG&E's electrical system.

3.4. Operational Coordination

A. Communications

During the Operating Term, CMG Aggregator shall coordinate CMET Project operations with PG&E and maintain the CMET Project pursuant to the Operating Performance Requirements, Procedures and Protocols as described in Appendix XII.

a) The CMG Aggregator shall maintain operating communications with the Designated PG&E Distribution Control Center at all times during the Operating Term. The operating communications shall include, but not be limited to, CMET Project status, CMET Project Resource separation, scheduled and unscheduled shutdowns, Unscheduled Island Mode and CMET Project equipment clearances, and notifications of security updates and support pursuant to Section 12.2.D of this Agreement. Communications can be a combination of real-time telemetry through SCADA and person to person communications as described in Appendix XII.

b) All oral operating communications shall be conducted through the Designated PG&E Distribution Control Center. The CMG Aggregator agrees to maintain direct phone service staffed 24 hours so that PG&E can give instructions to the CMG Aggregator or its designated CMET Project operations coordinator.

c) Parties will develop Operating Performance Requirements, Procedures and Protocols as provided in Section 2.1.B(a), to be incorporated as Appendix XII of this Agreement. The

Operating Performance Requirements, Procedures and Protocols may include, but shall not be limited to, the following elements:

1. Identify and describe parties' detailed operational roles and responsibilities under defined operating modes of i) Blue Sky Mode and ii) Island Mode, including during the transitions between such operating modes as prescribed in this Agreement.
2. Identify responsible entities and respective Designated CMET Project Operating Representatives for specific operational activities associated with the CMET Project and PG&E.
3. Identify communications requirements for operational notification and coordination that may include:
   i. Any Emergency situation or any CMG Aggregator request that PG&E de-energize a portion of the PG&E Distribution System within the CMET Project.
   ii. Any Emergency situation or any PG&E need to de-energize a portion of the PG&E Distribution System within or outside the CMET Project Microgrid Boundary that impacts the ability of the CMET Project to transition to and operate in Island Mode.
   iii. Any changes in the mechanical or electric condition of the CMET Project that may affect the reliability of the PG&E electric system.
   iv. Immediately upon discovery, any mis-operation or inoperable condition of a PG&E-required CMET Project controller, relay, circuit breaker, or other protective device.
   v. Any curtailment or limitation in CMET Project operation resulting from any type of communications, control or hardware failure.
   vi. Immediately upon discovery, any operation of a PG&E-required CMET Project, circuit breaker, or other protective device, including a listing and description of the protection alarm points that caused the circuit breaker or protective device to operate.
   vii. Emergency CMET Project transition to Island Mode shall be reported as soon as conditions permit.
   viii. Planned/Scheduled transition between Operating Modes.
   ix. Planned maintenance outage requests of the CMET Project, consistent with PG&E process, procedures and standards as applicable and as may be incorporated or referenced in Appendix XII.
   x. Planned maintenance outage of PG&E Distribution System that may impact the CMET Project that impacts the ability of the CMET Project to transition to and operate in Island Mode.
   xi. Procedures for switching, energizing/de-energizing of the PG&E Distribution and/or CMET Project.
   xii. Periodic capability and functional testing.

xiii. Personnel authorization to access CMET Project control facilities and equipment.

B. Special Operations & Clearance Requests

a) CMG Aggregator may request a special operation to manually island the CMET Project from the PG&E system for testing, maintenance, repairs or other as otherwise mutually agreed between the Parties. CMG Aggregator must provide PG&E notice pursuant to the Operating Performance Requirements, Procedures and Protocols prior to any such proposed special operation, including the reasons and objectives for the request, planned date/time of Island Mode operation, Island Mode duration and planned date/time of transitioning back to Blue Sky Mode. PG&E, in its sole discretion, may provide CMG Aggregator confirmation and approval of the request and will coordinate transition to Island Mode and return to Blue Sky Mode operations with the Designated PG&E Distribution Control Center in real time when proceeding with the approved special operations.

b) Under normal conditions, PG&E will give advance notice of plans to perform work that may affect the CMET Project access to the PG&E system, consistent with PG&E process, procedures and standards as may be applicable and incorporated or referenced in Appendix XII. The CMG Aggregator may request that such work be performed during times other than regular business hours (Non-Holidays, Monday through Friday, 8:00 A.M. to 5:00 p.m.), which PG&E may accommodate, provided that PG&E reserves the right to charge the CMG Aggregator the additional cost for work performed during times other than normal business hours when the schedule of such work is negotiable, as solely determined by PG&E. PG&E will provide the CMG Aggregator with an estimate of the additional cost and if the CMG Aggregator still desires the work to be performed during non-normal business hours and PG&E does perform the work, PG&E shall charge the CMG Aggregator the actual additional costs for the work, the amount of which shall not exceed the cost estimate.

c) Under Emergency conditions, PG&E through the Designated PG&E Distribution Control Center may, without notice and at any time, interrupt service to the CMET Project if a situation exists which may adversely affect the PG&E Electric System Integrity or upon any emergency request that PG&E de-energize a portion of the Distribution System under its control pursuant to Electric Rule 14.

3.5. Operating Performance Requirements

During the Operating Term, CMG Aggregator will satisfy the following operational performance requirements (collectively, the “Operating Performance Requirements”):

A. The CMET Project must successfully meet the performance requirements as specified in Appendix II and Appendix XII.

B. The CMG Aggregator shall demonstrate compliance with the requirements for Operational Coordination for communications, special operations and clearance requests pursuant to Section 3.4 to PG&E’s satisfaction.

C. PG&E and CMG Aggregator will mutually develop a CMET Project Performance Test not later than [date]. The Parties will perform a biennial (occurring every two [2] years) CMET Project Performance Test, or as PG&E, in its sole discretion, determines the need for a test, but not to exceed more than once every 12 months.

   a. As part of the CMET Project Performance Test, CMG Aggregator is to demonstrate that the CMET Project can successfully meet the operating requirements and required performance pursuant to the CMET Project Description of Operations in Appendix XII and the Microgrid Islanding Study in Appendix II as applicable. CMET Project Performance Test reports shall be mutually reviewed by PG&E and CMG Aggregator to confirm compliance with the Description of Operations.

   b. PG&E and CMG Aggregator will mutually develop and coordinate review and Parties will perform testing of the CMET Project Balance of System to demonstrate compliance with manufacturer's accepted specifications and applicable operating requirements pursuant to CMET Project Description of Operations detailed in Appendix XII. CMET Project Balance of System test reports shall be mutually reviewed by PG&E and CMG Aggregator to confirm compliance with the Description of Operations.

   c. As part of the CMET Project Performance Test, PG&E may, at its option, request CMG Aggregator to demonstrate to PG&E's satisfaction that its operating personnel are familiar with the Operating Performance Requirements, Procedures and Protocols in this Agreement to the CMET Project operating in Blue Sky Mode or in Island Mode and associated transitions between these operating modes.

[Note: Following section applicable for CMET Projects that have received Microgrid Incentive Program (MIP) funding only]

D. The CMG Aggregator shall maintain the CMET Project Resources that it controls within the Microgrid Boundary sufficient for PG&E to safely and reliably operate the microgrid for a minimum of ten years.

3.6. Failure to Meet CMET Operating Performance Requirements

If CMG Aggregator fails to satisfy all of the Operating Performance Requirements as set forth in Section 3.5, then PG&E may declare a CMG Aggregator's Event of Default as provided in Section 5.1 of this Agreement, and CMG Aggregator may be required to develop a cure or be subject to termination of the CMET Project pursuant to Section 5.2 of this Agreement.

4. SYSTEM CHANGE

4.1. Periodic Review

At any time and at its sole discretion, PG&E may perform a review of an existing CMET Project's Microgrid Islanding Study and evaluate the impact of any substantive changes in the original assumptions used in the CMET Project's applicable Microgrid Islanding Study regarding customer load, resources, or other operational or safety issues inside or outside the CMET Project Microgrid Boundary of an existing CMET Project that may represent a System Change which could render the CMET Project incapable of safely operating in Island Mode, or transitioning to and from Island Mode.

If, in PG&E's sole discretion, a Microgrid Islanding Study conducted pursuant to this Section 4.1 results in required upgrades to the CMET Project, the CMG Aggregator shall be responsible for and remit within forty-five days of invoicing to PG&E the costs incurred by PG&E to conduct the Microgrid Islanding Study. If any Microgrid Islanding Study performed for the CMET Project after the initial Microgrid Islanding Study results in a determination that no upgrades are required, PG&E will bear the cost of that Microgrid Islanding Study.

4.2. CMG Aggregator Proposed Changes

A. Change or Modify CMET Project Resources or Loads

a) During the Operating Term, the CMG Aggregator may need or want to change, modify or add CMET Project Resources or incorporate CMG Aggregator-initiated changes in end-use customer loads (e.g., behind the meter resources or programs, new loads, etc.) within the existing CMET Project Microgrid Boundary. CMG Aggregator must notify PG&E of any such proposed changes in sufficient detail to allow PG&E to make a preliminary assessment if the proposed changes would constitute a System Change. CMG Aggregator will not make any changes to the existing CMET Project without first providing Notice to PG&E and fulfilling the requirements of this Section 4.2.

b) Upon receipt of CMG Aggregator's Notice of a proposed change as described in Section 4.2.A(a), PG&E will conduct a preliminary assessment to determine if the proposed changes would constitute a System Change. If, in PG&E's sole discretion, the proposed changes would not constitute a System Change, PG&E will provide Notice to CMG Aggregator if the proposed change is acceptable, or provide feedback on necessary modifications to the proposed change. If, in PG&E's sole discretion, the proposed changes constitute a System Change, PG&E will advise CMG Aggregator and request written authorization from CMG Aggregator to proceed with a new Microgrid Islanding Study.

c) If CMG Aggregator authorizes PG&E to proceed, PG&E will perform a new Microgrid Islanding Study, based on the CMG Aggregator's proposed changes as well as any other relevant operational conditions inside or outside the CMET Project Microgrid Boundary that PG&E deems appropriate. PG&E will provide the new Microgrid Islanding Study to the CMG Aggregator upon its completion for review. The Microgrid Islanding Study will identify what new or incremental additions to existing Microgrid Resources, Special Facilities or Balance of System are required and what the cost estimate is for these changes.

d) The CMG Aggregator will have thirty (30) Calendar Days after receipt of the new Microgrid

Islanding Study and the revised Description of Operations to review and sign the new/incremental Microgrid Special Facilities Agreement and the new/revised CMET Project Balance of System requirements. CMG Aggregator may request an engineering results review within ten (10) Business Days after receipt of the MIS to review the MIS findings with PG&E and determine what modifications, if any, may permit the safe and reliable Island Mode operation. CMG Aggregator shall commit in writing to amend or revise this Agreement as applicable and to proceed with implementation of prescribed changes to enable the CMET Project to continue to safely operate in Island Mode.

e) If the CMG Aggregator rejects the results of the new Microgrid Islanding Study, then no modifications will be made to the existing CMET Project and it will continue to operate under the existing MIS and Description of Operations.

B. Cost Responsibility

a) CMG Aggregator is responsible for and shall remit within forty-five days of invoicing to PG&E the cost of a new Microgrid Islanding Study conducted under Section 4.2.

b) The CMG Aggregator is responsible for all incremental costs associated with changes to the Microgrid SFA and CMET Project Balance of System identified in any new Microgrid Islanding Study undertaken pursuant to Section 4.2, including any required changes to the Project Resource owner's Interconnection Agreements.

4.3. PG&E System Changes

A. New Microgrid Islanding Study

a) At any time during the Operating Term, PG&E may need to accommodate new generation interconnection, customer load changes/new connections or accommodate other operational conditions within and/or outside the Microgrid Boundary of an existing CMET Project which may, in PG&E's sole determination result in a System Change. CMG Aggregator Proposed Changes described in Section 4.2.A(a) are specifically excluded from the definition of PG&E System Changes described in this Section 4.3.

b) PG&E will notify the CMG Aggregator of any System Change identified pursuant to Section 4.3.A(a). If the System Change includes a new generation interconnection within the existing CMET Project Microgrid Boundary, PG&E will, subject to applicable confidentiality restrictions, notify the CMG Aggregator and the CMG Aggregator, in its sole discretion, may approach the owner of the new generation about potentially participating in the CMET Project.

c) Within fifteen (15) days of PG&E notifying the CMG Aggregator of a System Change involving new load or generation interconnection, PG&E will initiate a new Microgrid Islanding Study, assuming the new load, if applicable, will be integrated into the existing CMET Project and further assuming that the new generation (i.e., Non-Project Resource), if applicable, will not be integrated as a new CMET Project Resource within the existing CMET Project, unless specifically notified by the CMG Aggregator otherwise.

d) PG&E will provide the new Microgrid Islanding Study to the CMG Aggregator upon completion for CMG Aggregator's review. The Microgrid Islanding Study will identify what new or incremental additions to existing CMET Project Resources, Special Facilities or Balance of System are required and provide a cost estimate for these changes.

e) The CMG Aggregator will have thirty (30) Calendar Days after receipt of the new Microgrid Islanding Study (which will include a revised Description of Operations) to review and sign the new/incremental Microgrid Special Facilities Agreement and the new/revised CMET Project Balance of System and operational requirements. CMG Aggregator may request an engineering results review within ten (10) Business Days after receipt of the MIS to review the MIS findings with PG&E and determine what modifications, if any, may permit the safe and reliable Island Mode operation. CMG Aggregator shall commit in writing to amend or revise this Agreement as applicable and to proceed with implementation of prescribed changes to enable the CMET Project to continue to safely operate in Islanding Mode.

f) If the CMG Aggregator rejects the results of the new Microgrid Islanding Study, then PG&E will provide CMG Aggregator with an estimate of when the existing CMET Project will be terminated or suspended under provisions described in Section 1.2.

B. Cost Responsibility:

a) If, in PG&E's sole discretion, a Microgrid Islanding Study conducted pursuant to this Section 4.3 results in required upgrades to the CMET Project, the CMG Aggregator shall be responsible for and remit within forty-five days of invoicing to PG&E the costs incurred by PG&E to conduct the Microgrid Islanding Study. Except as provided in Section 4.3.B(d), if any Microgrid Islanding Study performed for the CMET Project after the initial Microgrid Islanding Study results in a determination that no upgrades are required, PG&E will bear the cost of that Microgrid Islanding Study.

b) The CMG Aggregator is responsible for all incremental costs associated with changes to Microgrid SFA and CMET Project Balance of System identified in any new Microgrid Islanding Study undertaken pursuant to Section 4.1 and Section 4.3, including any incremental required changes to the CMG Aggregator's Interconnection Agreement requirements due to the CMG Aggregator making modifications to the Project Resource(s).

c) The CMG Aggregator is not responsible for any costs associated with interconnection upgrades required to maintain safe grid operation during Blue Sky Mode as a result of a third party adding new generation or load within and/or outside the Microgrid Boundary of an existing CMET Project.

d) The CMG Aggregator is solely responsible for and shall remit within forty-five days of invoicing to PG&E the costs reasonably incurred by PG&E to conduct a Microgrid Islanding Study if a customer requests to be removed from the CMET Project or if the CMG Aggregator is amenable to including a customer requesting to be added to the CMET project.

C. Summary Table of Cost Responsibility

For convenience, the following table summarizes the cost responsibilities under various System Change scenarios described in Section 4.1, 4.2, and 4.3. To the extent any conflict arises between the summary in this Table and other provisions of this MOA, the other provision in the MOA Section Referenced column of the Table shall control.

System Change Category	System Change Scenario[1]	MOA Section Referenced	MIS Cost Responsibility	Microgrid Upgrade Cost Responsibility[2]
Load	Customer within microgrid changes panel sizing	4.1 or 4.3	CMG Aggregator[3]	CMG Aggregator
	New customer load application for interconnection within the Microgrid Boundary[4]	4.1 or 4.3	CMG Aggregator[3]	CMG Aggregator
	Customer outside microgrid requests to be included	4.3	CMG Aggregator	CMG Aggregator
	Customer within microgrid requests to be removed from microgrid	4.3	CMG Aggregator	CMG Aggregator
Generation	Non-Project Resources added (BTM or FTM generation)[4]	4.1 or 4.3	CMG Aggregator[3]	CMG Aggregator
	Project Resource modification or addition	4.2	CMG Aggregator	CMG Aggregator
	CMG Aggregator proposed load management solutions (e.g., demand response)	4.2	CMG Aggregator	CMG Aggregator
Operational changes	Changes at PG&E's discretion to support DSO role	4.1	Utility	Utility

Table 1: Responsible Party for costs associated with a MIS and/or microgrid upgrade costs due to System Changes.

[1] PG&E, at its sole discretion, determines whether these scenarios result in a System Change requiring the need for a MIS.
[2] PG&E must agree to proposed upgrades before upgrades occur.
[3] For the identified System Change scenarios, if the MIS results in required upgrades to the CMET Project, the CMG Aggregator shall be responsible for and remit within forty-five days of invoicing to PG&E the costs incurred by PG&E to conduct the MIS. If any MIS performed for the CMET Project after the initial MIS results in a determination that no upgrades are required, PG&E will bear the cost of that MIS.
[4] If a new customer or Non-Project Resource are uninterested in being included in the CMET Project, the customer or responsible party for the Non-Project Resource are responsible for any associated costs to be exclude from the CMET Project.

5. EVENTS OF DEFAULT, REMEDIES AND DEFAULT

5.1. Events of Default

A. CMG Aggregator

The CMG Aggregator will be deemed a “Defaulting Party" upon the occurrence of any of the following (each a “CMG Aggregator’s Event of Default”):

a) CMG Aggregator fails to satisfy a Development Condition by the required Development Milestone date.

1. If a CMG Aggregator anticipates that it will be unable to meet a Development Condition or Development Milestone for any reason, it shall immediately notify PG&E of the reason(s) for not meeting the Development Condition or Development Milestone and (1) propose the earliest reasonable alternate date and the means by which CMG Aggregator can attain this and future Development Conditions or Development Milestones, and, (2), if PG&E agrees with such extension request, the Parties will make appropriate amendments to Appendix III-A and/or Appendix III-B.

2. PG&E may decline to enter into such an amendment in its reasonable discretion, including, without limitation, if (1) it anticipates that it may suffer uncompensated economic or operational harm from the delay, (2) attainment of the same Development Condition or Development Milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the Development Condition or Development Milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

b) The CMG Aggregator fails to satisfy the Operating Performance Requirements for the CMET Project as set forth in Section 3.5 of this Agreement, as determined by PG&E in its reasonable discretion.

c) The CMG Aggregator fails to complete any of Appendices or related documents contemplated in the Appendices pursuant to the terms and conditions set forth in Article 2 CMET Project Development of this Agreement.

[Note: Following section applicable for CMET Projects that have received MIP funding only]

d) The CMG Aggregator fails to maintain the CMET Project Resources that it controls within the Microgrid Boundary sufficient for PG&E to safely and reliably operate the microgrid for a minimum of ten years.

B. Either Party

Either Party will be deemed a “Defaulting Party” if a Party fails to perform any of its material obligations or covenants under this Agreement when and as required, and such failure is not otherwise addressed in this Section 5.1 (each an “Event of Default”).

5.2. Default Notice & Remedy

A. Upon a Default, the non-defaulting Party shall give written notice of such Default to the Defaulting Party. The Defaulting Party shall have sixty (60) Calendar Days from receipt of the Default Notice within which to cure such Default; provided however, if such Default is not capable of cure within sixty (60) Calendar Days, the Defaulting Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six (6) months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

B. If a Default is not cured as provided in this Section 5.2, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section 5.2.B will survive termination of this Agreement.

C.

5.3. Waiver

A. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

B. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

6. GOVERNMENTAL CHARGES

6.1. Cooperation

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

6.2. Governmental Charges

CMG Aggregator shall pay or cause to be paid all taxes or fees imposed by any Governmental Authority (Governmental Charges) on or with respect to the CMET Project, by reason of the execution, delivery, performance or enforcement of this Agreement. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under Law.

7. COVENANTS

7.1. General Covenants

Each Party covenants throughout the Term of this Agreement as follows:

A. It shall continue to be duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and qualified to conduct business in the State of California and in all jurisdictions where ownership of its properties or its operations require such qualifications, except where the failure to do so would not have a material adverse effect on its financial condition, its ability to own its properties or transact its business, or to carry out the transactions contemplated hereby;

B. It shall maintain (or obtain from time to time as required, including through renewal, as applicable) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement;

C. It shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law applicable to it;

D. It shall follow all rules, orders and tariffs approved or established by the CPUC and the CAISO with respect to any energy storage CMET Project Resource, including, but not limited to the multiple use application rules set forth in Appendix A of CPUC Decision 18-01-003 as that Decision may be revised in the future.

7.2. Covenants of CMG Aggregator

CMG Aggregator covenants to and for the benefit of PG&E that throughout the Operating Term (unless another time period is specified):

A. It shall operate the CMET Project during the Operating Term in accordance with the Operating Performance Requirements, Procedures and Protocols in Appendix XII and the Safety Requirements, and,

B. It shall comply with all applicable Laws, Applicable Rules and Standards, and Utility Distribution Company, Participating Transmission Owner, and CAISO Tariff requirements applicable to the CMET Project.

C. [For CMG Aggregators that are Tribal entities]. It shall be bound by the terms and conditions set forth in Appendix XIII.

8. LIABILITY, INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

8.1. Limitation of Remedies, Liability and Damages

EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE

IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION (OTHER THAN IN SECTION 8.2) OR OTHERWISE EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 8.2, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

8.2. Indemnity

A. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement as applicable to the CMET Project. Liability under this provision is exempt from the general limitations on liability found in Section 8.1.

B. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

C. If an indemnified person is entitled to indemnification under this Section 8.2 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Section 8.2, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

D. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Section 8.2, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

E. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 8 may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

8.3. Insurance

A. As of the Effective Date and throughout the Term (and for such additional periods as may be specified in this Section 8.3), the CMG Aggregator shall, at its own expense, provide and maintain in effect the insurance policies and minimum limits of coverage specified in this Section 8.3, and such additional coverage as may be required by Applicable Law, with insurance companies which are authorized to do business in the state in which the services are to be performed and which have an A.M. Best's Insurance Rating of not less than A-:VII. The minimum insurance requirements specified in this Section 8.3 do not in any way limit or relieve CMG Aggregator of any obligation assumed elsewhere in this Agreement, including, but not limited to, CMG Aggregator's defense and indemnity obligations.

a) Workers' Compensation Insurance with the statutory limits required by the state having jurisdiction over CMG Aggregator's employees.

b) Employer's Liability Insurance with limits of not less than:

   1. Bodily injury by accident – One Million dollars ($1,000,000) each accident;
   2. Bodily injury by disease – One Million dollars ($1,000,000) policy limit; and
   3. Bodily injury by disease – One Million dollars ($1,000,000) each employee

c) Commercial General Liability Insurance, (which, except with the prior written consent of PG&E and subject to Sections 8.3.A.(b)(1) and (2), shall be written on an "occurrence," not a "claims-made" basis), covering all operations by or on behalf of CMG Aggregator arising out of or connected with this Agreement, including coverage for bodily injury, broad form property damage, personal and advertising injury, products/completed operations, and contractual liability. Such insurance shall bear a combined single limit per occurrence and annual aggregate of not less than one million dollars ($1,000,000), exclusive of defense costs, for all coverages. Such insurance shall contain standard

cross-liability and severability of interest provisions. If CMG Aggregator elects, with PG&E's written concurrence, to use a "claims made" form of Commercial General Liability Insurance, then the following additional requirements apply:

1. The retroactive date of the policy must be prior to the Effective Date; and
2. Either the coverage must be maintained for a period of not less than four years after the Agreement terminates, or the policy must provide for a supplemental extended reporting period of not less than four years after the Agreement terminates.

d) Commercial Automobile Liability Insurance covering bodily injury and property damage with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall cover liability arising out of CMG Aggregator's use of all owned (if any), non-owned and hired automobiles in the performance of the Agreement.

e) Umbrella/Excess Liability Insurance, written on an "occurrence," not a "claims-made" basis, providing coverage excess of the underlying Employer's Liability, Commercial General Liability, and Commercial Automobile Liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than $10,000,000 per occurrence and in the annual aggregate. The insurance requirements of this Section 8.3 can be provided by any combination of CMG Aggregator's primary and excess liability policies.

B. The insurance required in Section 8.3.A apply as primary insurance to, without a right of contribution from, any other insurance maintained by or afforded to PG&E, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, and employees, regardless of any conflicting provision in CMG Aggregator's policies to the contrary. To the extent permitted by Applicable Law, CMG Aggregator and its insurers are required to waive all rights of recovery from or subrogation against PG&E, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees and insurers. The Commercial General Liability and Umbrella/Excess Liability insurance required above shall name PG&E, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents and employees, as additional insureds for liability arising out of CMG Aggregator's construction, ownership or operation of the CMET Project.

C. At the time this Agreement is executed, or within a reasonable time thereafter, and within a reasonable time after coverage is renewed or replaced, CMG Aggregator shall furnish to PG&E certificates of insurance evidencing the coverage required in this Section 8.3, written on forms and with deductibles reasonably acceptable to PG&E. All deductibles, co-insurance and self-insured retentions applicable to the insurance above shall be paid by CMG Aggregator. All certificates of insurance shall note that the insurers issuing coverage shall endeavor to provide PG&E with at least 30 days' prior written notice in the event of cancellation of coverage. PG&E's receipt of certificates that do not comply with the requirements stated herein, or CMG Aggregator's failure to provide certificates, does not limit or relieve CMG Aggregator of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section 8.3 and does not constitute a waiver of any of the requirements in

this Section 8.3.

D. If CMG Aggregator fails to comply with any of the provisions of this Section 8.3, CMG Aggregator, among other things and without restricting PG&E's remedies under the Applicable Law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. With respect to the required Commercial General Liability, Umbrella/Excess Liability and Commercial Automobile Liability insurance, CMG Aggregator shall provide a current, full and complete defense to PG&E, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above.

E. CMG Aggregator has the right to self-insure to comply with CMG Aggregator's obligations under this Section 8.3. The insurance carrier or carriers and form of policy (including any deductible amount), or any plan for self-insurance shall be subject to review and approval by PG&E, which approval may not be unreasonably withheld, conditioned or delayed.

9. ASSIGNMENT

9.1. General Assignment

Neither Party will assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent will not be unreasonably conditioned, delayed, or withheld so long as (a) the assignee assumes the transferring Party's performance obligations under this Agreement, (b) the assignee agrees in writing to be bound by the terms and conditions hereof, (c) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee's technical and financial capability to fulfill the assigning Party's obligations hereunder, (d) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request, and (e) in the case of CMG Aggregator as the transferring Party with a transfer to an assignee that will have operational control of the CMET Project, CMG Aggregator delivers to PG&E, upon PG&E's request, documentation to demonstrate the assignee is capable of satisfying and complying with all provisions of this Agreement.

9.2. Assignment in Connection with a Change in Control

Any direct change of control of CMG Aggregator or CMG Aggregator's Parent (whether voluntary or by operation of Law) is deemed an assignment and shall require the prior written consent of PG&E which consent shall not be unreasonably conditioned, delayed or withheld, provided that the requirements identified in Section 9.1(a) through (e) are met. CMG Aggregator shall use commercially reasonable efforts to provide PG&E (a) Notice at least ten (10) days prior to the effectiveness of any indirect change in control, and shall in any event provide such Notice no later than ten (10) Business Days after the indirect change in control, and (b) such other information as PG&E may reasonably request in connection with such change in control.

9.3. Unauthorized Assignment

Any attempted assignment that violates this Article 9 is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the CMG Aggregator. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

10. DISPUTE RESOLUTION

The Parties agree to attempt to resolve all disputes associated with this Agreement according to the provisions of this Article 10.

10.1. Notification and Negotiation

A. In the event of a dispute, the dispute shall be documented in a written Notice by the aggrieved Party to the other Party containing the relevant known facts pertaining to the dispute, the specific dispute and the relief sought, and express Notice by the aggrieved Party that it is invoking the procedures under this Article 10. The Notice shall be sent to the Party's email address and physical address set forth under Notices in Appendix VII. A copy of the Notice shall also be sent to the Energy Division, Office of the Director, at the Commission. The receiving Party shall acknowledge the notice within five (5) Calendar Days of its receipt.

B. Upon the aggrieved Party notifying the other Party of the dispute, each Party must designate a representative with the authority to make decisions for its respective Party to review the dispute within seven (7) Calendar Days.

C. Upon receipt of Notice, receiving Party shall provide the aggrieved Party with all relevant regulatory and/or technical details and analysis regarding the CMET Project under dispute within twenty-one (21) Calendar Days.

D. Within forty-five (45) Calendar Days of the date of the Notice, the Parties' Authorized Representatives will be required to meet and confer to try to resolve the dispute. Parties are expected to operate in good faith and use best efforts to resolve the dispute.

E. If a resolution is not reached in forty-five (45) Calendar Days from the date of the notice, either 1) a Party may request to continue negotiations for an additional forty-five (45) Calendar Days or 2) the Parties may by mutual agreement make a written request for mediation to the Alternative Dispute Resolution (ADR) Coordinator in the Commission's Administrative Law Judge (ALJ) Division. The request may be submitted by electronic mail to adr_program@cpuc.ca.gov. Alternatively, both Parties by mutual agreement may request mediation from an outside third-party mediator with costs to be shared equally between the Parties.

F. At any time, either Party may file a formal complaint before the Commission pursuant to California PUC section 1702 and Article 4 of the Commission's Rules of Practice and Procedure. Nothing in this section shall be construed to limit the rights of any Party to exercise

rights and remedies under California law.

10.2. Performance During Dispute

A. Pending resolution of any dispute under this Article 10, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement unless this Agreement has been terminated.

B. If a dispute for which a Party has provided a Notice pursuant to this Article 10 remains unresolved to the satisfaction of either Party more than sixty (60) days following receipt of the Notice, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

11. INTELLECTUAL PROPERTY, AGREEMENT DELIVERABLES AND USE RIGHTS

11.1. OWNERSHIP OF DELIVERABLES AND PROPRIETARY RIGHTS. PG&E shall own all data, reports, information, manuals, computer programs or other written, recorded, photographic or visual materials, proprietary rights, intellectual property or other deliverables produced or owned by PG&E in the performance of this Agreement. CMG Aggregator shall retain no interest, title or ownership including, but not limited to energy usage data and customer specific information, provided by PG&E.

11.2. CMG AGGREGATOR'S USE OF PG&E PROPERTY: All records, reports, computer programs, written procedures and similar materials, documents or data, in whatever form, provided by PG&E for CMG Aggregator's use to perform Work, shall remain PG&E's Confidential Information and property and be returned immediately upon completion of CMG Aggregator's use for performance of the Work or earlier upon PG&E's request. Alternatively, CMG Aggregator may destroy such information, provided an officer of CMG Aggregator certifies the destruction in writing.

12. CONFIDENTIALITY AND DATA SECURITY

12.1. CONFIDENTIALITY:

A. CMG Aggregator and PG&E entered into a Mutual Nondisclosure Agreement dated as of [_____] in substantially the form of Appendix VI, attached hereto, and agrees to comply with the terms of Appendix VI with respect to the Confidential Information and Personal Information (as defined in that Appendices) it collects, uses or otherwise obtains in the performance of this Agreement.

B. If CMG Aggregator is in doubt about whether certain information is Confidential Information subject to Appendix VI, CMG Aggregator agrees to treat such information as Confidential Information.

12.2. MALICIOUS CODE:

CMG Aggregator represents, warrants, and covenants to PG&E that upon delivery to PG&E the deliverables and work provided to PG&E will not contain or make available any Malicious Code. For purposes of this paragraph, "Malicious Code" shall mean any (i) "back door," "drop dead device," "time bomb," "Trojan horse," "virus," "ransomware," or "worm" (as such terms are commonly understood in the software industry) or (ii) other code designed or intended to have, or capable of performing, any of the following functions: (a) disrupting, disabling, harming, interfering with or otherwise impeding in any manner the operation of, or providing unauthorized access to, an information technology system on which such code is stored or installed or (b) damaging or destroying any data or file without the user's consent. If CMG Aggregator detects or is made aware of Malicious Code in any deliverable or work provided to PG&E, CMG Aggregator shall immediately notify PG&E. If PG&E has not put the Deliverables into use, CMG Aggregator shall remove such Malicious Code.

13. GENERAL PROVISIONS

13.1. General

All attached Appendices are hereby incorporated by reference and are made part of this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. No amendment or modification to this Agreement shall be enforceable unless reduced to a writing signed by all Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). The headings used herein are for convenience and reference purposes only.

13.2. Severability

If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

13.3. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by e-mail will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by e-mail will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

13.4. Mobile Sierra

Notwithstanding any provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to the Federal Energy Regulatory Commission (FERC) pursuant to the provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party, a non-Party, or the FERC acting sua sponte shall be the "public interest" standard of review set forth in United States Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) , and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008).

13.5. Interpretation

The following rules of interpretation apply:

A. The term "including" means "including without limitation"; the terms "year" and "calendar year" mean the period of months from January 1 through and including December 31; the term "month" means a calendar month unless otherwise indicated, and a "day" means a 24-hour period beginning at 12:00:01 a.m. and ending at 12:00:00 midnight; provided that a "day" may be 23 or 25 hours on those days on which daylight saving time begins or ends, respectively.

B. Unless otherwise specified herein, where the consent of a Party is required, such consent shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

C. Unless otherwise specified herein, all references herein to any agreement or other document of any description shall be construed to give effect to amendments, supplements, modifications or any superseding agreement or document as then exist at the applicable time to which such construction applies unless otherwise specified.

D. In the event of any conflict between the terms and conditions of this Agreement and any of the following agreements, the terms and conditions of the following agreements will control: the CMET, any CMET Project Interconnection Agreements under PG&E's Electric Rule 21 or PG&E's Wholesale Distribution Tariff, PG&E's Electric Rule 2, and any Microgrid Special Facilities Agreements.

E. Capitalized terms used in this Agreement, including the appendices hereto, have the meaning set forth in Appendix I, unless otherwise specified.

F. References in the singular include references in the plural and vice versa, pronouns having masculine or feminine gender will be deemed to include the other, and words denoting natural persons include partnerships, firms, companies, corporations, limited liability companies, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal personality). Other grammatical forms of defined words or phrases have

corresponding meanings.

G. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. Words referring to market rules, activities and practice have the meaning generally ascribed to such words in California.

H. References to a particular Article, subsection, paragraph, subparagraph, appendix or attachment will, unless specified otherwise, be a reference to that Article, subsection, paragraph, subparagraph, appendix or attachment in or to this Agreement.

I. Any reference in this Agreement to any natural person, Governmental Authority, corporation, limited liability company, partnership or other legal entity includes its permitted successors and assigns or to any natural person, Governmental Authority, corporation, limited liability company, partnership or other legal entity succeeding to its functions.

J. All references to dollars or "$" are to U.S. dollars.

K. When an action is required to be completed on a Business Day, such action must be completed prior to 5:00 p.m. on such day, Pacific prevailing time, and actions occurring after 5:00 p.m. (such as the delivery of a Notice) will be deemed to have occurred on the following Business Day.

13.6. Recordings

No conversation between the Parties may be recorded by a Party without the express consent of the other Party.

13.7. Authorized Representatives

Each Party shall provide Notice to the other Party of the persons authorized to make or receive other Notices on behalf of such Party or to represent a Party ("Authorized Representative") and in connection with such Notices and specify the scope of their individual authority and responsibilities. Either Party may change its designation of such persons and the scope of their individual authorities and responsibilities from time to time in its sole discretion by providing Notice.

13.8. No Dedication

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any Person not a Party to this Agreement. No undertaking by one Party to the other Party under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or the public, nor affect the status of PG&E as an independent public utility corporation or CMG Aggregator as an independent individual or entity.

13.9. Governing Law

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

13.10. Taxes

A. The Parties agree to follow all applicable tax laws and regulations.

B. Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect PG&E's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

13.11 Audit

A. PG&E has the right, at its sole expense and during normal working hours, after reasonable Notice, to examine the records of the CMG Aggregator, or visit the CMET Project site, to the extent reasonably necessary to verify the accuracy of any report or documentation provided to PG&E pursuant to this Agreement.

13.12 Regulatory Oversight

A. This Agreement shall be subject to changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

[Note: Section 13.13 applicable solely if CMG Aggregator is a sovereign Indian tribe]

13.13 Limited Waiver of Sovereign Immunity

A. CMG Aggregator agrees to provide a limited waiver of sovereign immunity as set forth in Appendix XIII.

14. NOTICES

14.1. Notices

Whenever this Agreement requires or permits delivery of a Notice (or requires a Party to "Notify"), the Party with such right or obligation shall provide a written communication in the manner specified below. Notices may be sent by overnight mail or courier or e-mail. Invoices may be sent by e-mail. A Notice sent by e-mail will be recognized and shall be deemed received on the Business Day on which such Notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a Notice by

overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Appendix VII contains the names and addresses to be used for Notices.

SIGNATURES

Agreement Execution

In WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its Authorized Representative as of the dates provided below:

_____*[CMG Aggregator]*_____, a _____ company	**PACIFIC GAS AND ELECTRIC COMPANY, a California corporation**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX I-A – Acronyms

CAISO - California Independent System Operator

CCA - Community Choice Aggregator

CMET - Community Microgrid Enablement Tariff

CMG - Community Microgrid

CPUC - California Public Utilities Commission

FERC – Federal Energy Regulatory Commission

IOD - Islanding Operation Date

MIS - Microgrid Island Study

MOA - Microgrid Operating Agreement

PG&E - Pacific Gas and Electric Company

PSP – Public Safety Partner

APPENDIX I-B – General Definitions

1. **Affiliate**. Affiliate of a Person means any other Person that (a) directly or indirectly controls the specified Person; (b) is controlled by or is under direct or indirect common control with the specified Person; or (c) is an officer, director, employee, representative or agent or subsidiary of the Person. For the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management or policies of the specified Person, directly or indirectly, through one or more intermediaries, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise.
2. **Alternative Dispute Resolution (ADR)**. ADR means processes, such as facilitation, negotiation, mediation, and early neutral evaluation (or a combination of those techniques), that help disputants resolve a conflict without a formal decision by a court or agency.
3. **Applicable Rules and Standards**. PG&E's approved tariffs, as those tariffs may be updated from time to time, including, but not limited to, PG&E's Electric Rule 2, PG&E's Wholesale Distribution Tariff, CMET and PG&E's Electric Rule 21.
4. **Authorized Representative**. As defined in Section 13.7.
5. **Blue Sky Mode**. The normal mode of operation when the Community Microgrid is Interconnected to and operating in parallel with the Distribution System, is not operating in Island Mode, and PG&E maintains operational coordination of the delivery of electric service.
6. **Business Day**. Monday through Friday, excluding Federal Holidays and the Friday after Thanksgiving.
7. **CAISO**. The California Independent System Operator Corporation or any successor entity performing similar functions.
8. **CAISO Tariff**. The CAISO Fifth Replacement FERC Electric Tariff and protocol provisions, including any CAISO-published procedures or business practice manuals, as they may be amended, supplemented or replaced (in whole or in part) from time to time.
9. **Calendar Day**. Any day, including Saturday, Sunday or a Federal and State Holiday.
10. **California Public Utility Commission ("Commission" or "CPUC")**. The Public Utilities Commission of the State of California.
11. **CMET Project**. Tangible and non-tangible assets, facilities, and equipment needed to create and operate a Community Microgrid, including the CMET Project Resources, Microgrid Special Facilities, CMET Project Balance of System, contract rights, easements, rights of way, licenses and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the Community Microgrid subject to this CMET.
12. **CMET Project Balance of System**. All of the CMET Project tangible and non-tangible assets, facilities, and equipment owned or controlled by the CMG Aggregator, other than the CMET Project Resources, necessary to meet the requirements of the CMET Project as identified in the Microgrid Islanding Study and listed in Appendix V – CMET Project

Resources and CMET Project Balance of System Facilities.

13. **CMET Project Commissioning Test**. A full scope test as defined in Appendix VIII-B performed on-site to demonstrate the CMET Project's ability to meet the operational safety and performance requirements as installed including the CMG Aggregator's ability to provide support, maintenance, and logistical requirements as needed. This test must be performed prior to Islanding Operation Date or any time interface hardware or software is changed that may affect islanding functions. CMET Project Performance Test. Test procedures to verify the CMET Project's ability to operate safely and meet the performance obligations according to the requirements specified in this Agreement. Each CMET Project Performance Test will be conducted in general accordance with the procedures set forth in the Performance Testing Technical Criteria detailed in Appendix VIII-A and Operational Protocols and Procedures detailed in Appendix XII [and as applicable: other performance test codes, depending on the technology, products, and operational limitations].

14. **CMET Project Performance Testing Technical Criteria**. A set of performance and testing requirements (criteria) developed by PG&E and defined in the Microgrid Islanding Study final report and attached as Appendix VIII-A that must be satisfied by the CMG Aggregator before the CMET Project can achieve Islanding Operation Date.

15. **CMET Project Resource(s)**. Electric generation, storage technology, and/or load management technology that the CMG Aggregator has control over consistent with relevant provisions in this Agreement to enable the CMET Project to safely and reliably operate in Island Mode. The CMG Aggregator must have at least one Grid-Forming Project Resource that has a resource controller and has grid-forming capability sufficient to allow acceptable frequency and voltage during Island Mode operation. Project Resources must comply with the emissions standards adopted by the State Air Resources Board pursuant to the distributed generation certification program requirements of Section 94203 of Title 17 of the California Code of Regulations, or any successor regulation, and must be interconnected to the Distribution System within the Microgrid Boundary (either directly as front-of-the-meter Project Resources or indirectly as behind-the-meter Project Resources) pursuant to the Wholesale Distribution Tariff or PG&E's Electric Rule 21.

16. **Community Microgrid (CMG)**. As defined in PG&E's Community Microgrid Enablement Tariff.

17. **Community Microgrid Aggregator (CMG Aggregator)**. The entity that is counterparty to PG&E in this agreement. The entity that coordinates control of distributed resources, including Project Resources, consistent with relevant provisions of PG&E's Electric Rule 2, PG&E's Wholesale Distribution Tariff Generator Interconnection Procedures, and PG&E's Electric Rule 21 including frequency and voltage and other power quality requirements within PG&E established control parameters to enable the CMET Project to operate in Island Mode.

18. **Community Microgrid Aggregator Parent (CMG Aggregator Parent)**. Any entity or Person that directly holds fifty percent (50%) or more of the equity interests in CMG Aggregator.

19. **Confidential Information**. As defined in Article 12 of this Agreement.

20. **Contractor**. The engineering, procurement and construction contractor and its subcontractors, as well as Seller or Seller's Affiliates Dand their subcontractors if any such entities are developing, constructing, operating or maintaining the CMET Project during the Term, and any entity or person under contract with the engineering, procurement and construction contractor and its subcontractors, for the purpose of developing, constructing, operating or maintaining the CMET Project during the Term.

21. **Contractor Safety Program Requirements**. Means all of the following:

    (a) The standards in PG&E's Contractor Safety Program Contract Requirements regarding pre-qualification requirements and safety requirements for work as if CMG Aggregator were a contractor performing high or medium risk work for PG&E thereunder, which as of the Effective Date can be found at

    https://www.pge.com/includes/docs/pdfs/b2b/purchasing/suppliers/contractorsafety/ContractorSafetyProgram_Requirements.pdf; and

    (b) The standards in Section 2.2 of the Settlement Agreement and Corrective Action Plan of Pacific Gas and Electric Company before the CPUC dated February 10, 2015 (Investigation 14-08-022).

    (c) Any additional, supplementary or successor safety standards, processes, or requirements, implemented or deemed appropriate by PG&E during the Term and applicable to CMG Aggregator, its Contractors and Subcontractors performing work related to the CMET Project.

22. **Defaulting Party**. The Party that is subject to an Event of Default.

23. **Deliverables**. Deliverables shall mean any product of Work furnished by one Party to the other including data, reports, information, manuals, computer programs, hardware, software, firmware, equipment, code, or other written, recorded, photographic or visual materials, proprietary rights, or intellectual property.

24. **Description of Operations**. The engineering report resulting from the Microgrid Islanding Study that describes the CMET Project functional operation and identifies the technical requirements for PG&E's Distribution System and the CMG Aggregator's Balance of System and Project Resources to provide the Microgrid Boundary and Island mode operation including minimum Project Resource energy production availability and capabilities. The Description of Operations will also identify the protection and control and related systems requirements for safe operation and to maintain voltage, frequency and power quality within PG&E control parameters in accordance with PG&E's Electric Rule 2.

25. **Designated CMET Project Operating Representative**. Designated operating representative(s) to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the CMET Project.

26. **Designated PG&E Distribution Control Center**. The PG&E location identified in of this Agreement, with operational jurisdiction over the Load Entity's Substation. The

Designated PG&E Distribution Control Center is staffed 24 hours a day.

27. **Development Conditions**. The actions that CMG Aggregator must take and provide PG&E with notice of during the Development Term.
28. **Development Milestones**. Key development activities and the agreed upon completion dates required for the development and operation of the CMET Project as set forth in Appendix III of this Agreement.
29. **Development Term**. The "Development Term" is the period commencing on the Effective Date and shall remain in effect until the CMET Project Islanding Operation Date (IOD), unless sooner terminated in accordance with Section 1.2 of this Agreement.
30. **Distribution Customer**. An end-use customer taking Distribution Service from PG&E.
31. **Distribution Provider**. PG&E, which owns, controls, and operates facilities used to provide Distribution Service to the customers within the Microgrid Boundary under this CMET.
32. **Distribution Service**. The transporting of electric power over and through various PG&E facilities owned by the Distribution Provider for delivery to a Distribution Customer.
33. **Distribution System**. PG&E's distribution system broadly consists of the stepdown transformation within substations, the primary distribution circuits, and the secondary distribution system. The secondary distribution system consists of the line transformers that step the primary voltage down to a secondary voltage, and the secondary conductors including service drops and meters.
34. **Distribution Upgrades**. The additions, modifications, and upgrades to PG&E's Distribution System necessary to facilitate construction and microgrid operation of the CMET Project. Distribution Upgrades do not include the CMG Aggregator's CMET Project Balance of System.
35. **Effective Date**. The later of the date upon which both Parties have executed this Agreement.
36. **Emergency**. An abnormal condition or situation that adversely affects, or potentially may adversely affect, PG&E's Electric System Integrity.
37. **Emergency Event**. As determined by PG&E in its reasonable discretion, a condition or situation requiring prompt action by PG&E (a) to maintain the reliable operation of the Distribution System; (b) to prevent or limit the loss of load or generation; (c) to maintain public safety or the safety of PG&E's personnel; (d) to protect PG&E, Customer, or third-party property; or as a Scheduled Island Mode as a preventative action ahead of impending weather events or natural disasters or in response to other unusual conditions.
38. **Event of Default**. The failure of a Defaulting Party to cure a default under this Agreement.
39. **Federal Power Act**. 16 U.S. Code Chapter 12 – Federal Regulation and Development of Power.
40. **Governmental Authorities**. Any federal, state, local or municipal government,

governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

41. **Grid Forming Project Resource(s)**. Is a Project Resource that, among other features, has the ability to (i) black start the CMET Project when in island Mode and deenergized, and (ii) provide voltage and frequency stability and control within a range acceptable to PG&E during Island Mode operation.

42. **In-Service Date**. The date upon which the CMG Aggregator, in coordination with PG&E, reasonably expects it will have received Permission to Operate the CMET Project and be ready to begin joint CMET Project Commissioning Testing.

43. **Interconnection Agreement**. The agreement and associated documents or any successor agreement and associated documentation governing the terms and conditions of the interconnection of the Project Resource(s) with PG&E's grid, including any description of the plan for interconnecting the Project Resource(s) to the grid.

44. **Island Mode**. Operation of the Microgrid by the Distribution Provider when a Microgrid that normally operates in "Blue Sky" Mode (parallel mode) is disconnected from the Distribution System at the Microgrid Islanding Point. The Distribution Provider will operate the Microgrid in Island Mode by (i) direct dispatch of CMET Project Resources within the CMET Project Microgrid Boundary, and/or (ii) by authorizing CMET Project Resources to operate within parameters specified by the Distribution Provider for voltage, frequency, and power quality.

45. **Islanding Operation Date**. Means the date stated in the "Islanding Operation Date Confirmation Letter" attached as Appendix XI-B has been mutually executed and the CMET Project is placed into service for the purposes of providing energy resiliency for end use customers.

46. **Islanding Operations**. The period upon which the CMG Project begins islanding operations as further defined in Section 2.2.C.

47. **Law**. Any statute, law, treaty, rule, regulation, ordinance, code, Permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Effective Date, and which become effective during the Term; or any binding interpretation of the foregoing.

48. **Licensed Professional Engineer**. A person acceptable to PG&E in its reasonable judgment who (a) is licensed to practice engineering in California, (b) has training and experience in the power industry specific to the technology of the Project, (c) has no economic relationship, association, or nexus with CMG Aggregator or PG&E, other than to meet the obligations of CMG Aggregator pursuant to this Agreement, (d) is not a representative of a consultant, engineer, contractor, designer or other individual involved in the development of the CMET Project or of a manufacturer or supplier of any equipment installed at the CMET Project, and (e) is licensed in an appropriate engineering discipline for the required certification being made.

49. **Local Governmental Authority**. A California city, county, or other joint powers authority, such as a Community Choice Aggregator.

50. **Malicious Code**. Collectively, any malicious or unauthorized code, scripts, routines or techniques (including without limitation any virus, spyware, ransomware or other malware) that is designed to erase data or programming, or infect, impair, modify, record, take control of, disrupt, damage, destroy, disable, shut down or permit or cause unauthorized access to or misuse of a computer system or any component thereof.

51. **Microgrid**. An interconnected system of loads and energy resources, including, but not limited to, distributed energy resources, energy storage, demand response tools, or other management, forecasting, and analytical tools, appropriately sized to meet customer needs, within a clearly defined Microgrid Boundary that can act as a single, controllable entity, and can connect to, disconnect from, or run in parallel (Blue Sky Mode) with, larger portions of the electrical grid, or can be managed and isolated to withstand larger disturbances and maintain electrical supply to connected critical infrastructure.

52. **Microgrid Boundary**. An electrically contiguous area beyond a Microgrid Islanding Point on the Distribution System that defines a microgrid as a single controllable entity.

53. **Microgrid Islanding Point(s)**. The point(s) (e.g., line recloser) owned and operated by PG&E on PG&E's Distribution System that allow(s) the microgrid to separate from and reconnect to the rest of the Distribution System.

54. **Microgrid Islanding Study (MIS)**. An engineering study conducted by PG&E or its agents of the microgrid operation in an Island Mode and operating mode transitions. The study shall determine the required modifications to PG&E's distribution facilities and associated cost required to support Island Mode operation and microgrid transitions while maintaining voltage, frequency, and power quality within PG&E control parameters in accordance with PG&E's Electric Rule 2.

55. **Microgrid Special Facilities**. Modifications to the Distribution Provider's distribution facilities required to operationalize the Microgrid Boundary and Island Mode such that the Microgrid is capable of maintaining voltage, frequency and power quality within the Distribution Provider's control parameters in accordance with PG&E's Electric Rule 2. This shall include all CMET Project tangible and non-tangible assets, facilities, and equipment owned or controlled by PG&E that are necessary to meet the requirements of the CMET Project as identified in the Microgrid Islanding Study.

56. **Microgrid Special Facilities Agreement or "Microgrid SFA"**. The agreement that describes the upgrades on the Distribution System, and at the Project Site to be installed under the terms and conditions regarding Microgrid Special Facilities (or added facilities) on file with the Commission, pursuant to PG&E's Electric Rule 2, and incorporated in Appendix IV-B.

57. **Non-Holiday**. Any day that is not a National Electric Reliability Council defined holiday which includes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

58. **Non-Project Resource(s)**. Electric generation, storage technology, and/or demand

management technology within the Microgrid Boundary that are not Project Resources.

59. **Notice**. Unless otherwise specified in this Agreement, means a written communication which is delivered by overnight mail or courier service or electronic messaging (email), and in the manner required by Article 13, as applicable to a given communication.

60. **Operating Performance Requirements**. As defined in Section 3.5 of this Agreement.

61. **Operating Performance Requirements, Procedures and Protocols**. As described and defined in Appendix XII.

62. **Operating Term**. The Operating Term is the period commencing on the CMET Project Islanding Operation Date, as such term is defined in Section 2.2 and ending upon expiration or termination of this Agreement.

63. **Participating Transmission Owner**. An entity that (a) owns, operates and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (b) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid.

64. **Permission to Island**. The permission granted by PG&E to a CMG Aggregator to operate a CMET Project when the CMET Project is ready to maintain voltage, frequency and power quality within PG&E control parameters in accordance with PG&E's Electric Rule 2 in Island Mode and safely transition from Blue Sky Mode to Island Mode, operate in Island Mode and transition back to Blue Sky Mode.

65. **Permit**. Any waiver, exemption, variance, franchise, permit, authorization, consent, ruling, certification, license or similar order of or from, or filing or registration with, or notice to, any Governmental Authority that authorizes, approves, limits or imposes conditions upon a specified activity.

66. **Personal Information**. Any data or information defined as personal information in California Civil Code Section 1798.140(o) and any information that can be used to directly or indirectly identify a PG&E customer or employee.

67. **PG&E Data**. As defined in Appendix VI of this MOA.

68. **PG&E Electric System Integrity**. The state of operation of PG&E's electric system in a manner that is deemed to minimize the risk of injury to persons and/or property and enable PG&E to provide adequate and reliable electric service to its customers.

69. **PG&E Interconnection Handbooks**. PG&E's manual that provides information on how to interconnect generating facilities or distributed generation to PG&E's electrical Distribution System as currently in effect at https://www.pge.com/en_US/large-business/services/alternatives-to-pge/distribution-handbook.page

70. **PG&E Process, Procedures and Standards**. Practices, policies, methods, codes and acts engaged in or approved by PG&E and applicable to the CMET Project during the relevant time period, or any of the practices, policies, methods, codes and acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision is made, that could have been expected to accomplish a desired result at reasonable cost consistent with good business practices, reliability, safety and expedition.

71. **Project Implementation Plan**. A detailed description of actions that demonstrate how the CMET Project shall be developed to meet Milestones and operational requirements such as the Parties' best estimate of task, schedule and dependencies for design, construction, development various test plans, and operational and maintenance procedures and protocols for the CMET Project.

72. **Project Safety Plan**. CMG Aggregator's written plan that includes the Safeguards and plans to comply with the safety requirements and shall include the items that are generally outlined in Appendix IX.

73. **Project Safety Plan Documents**. Information and documentation listed in Appendix IX.

74. **Public Safety Partner (PSP)**. As defined on pages 84-85 of California Public Utilities Commission Decision 21-06-034, as that Decision or definition may be updated or otherwise revised by the California Public Utilities Commission.

75. **Regulatory Authority**. A government agency or body that regulates businesses or other entities under their jurisdiction in the public interest.

76. **Safeguard**. Any procedures, practices, or actions with respect to the CMET Project, a Site or Work for the purpose of preventing, mitigating, or containing foreseeable accidents, injuries, damage, release of hazardous material or environmental harm.

77. **Safety Attestation**. A written attestation or certification from a Licensed Professional Engineer substantially in the form attached hereto as Appendix XI-A.

78. **Safety Requirements**. Prudent Electrical Practices, CPUC General Order No. 167, Contractor Safety Program Standards, and all applicable requirements of Law, the Utility Distribution Company, the Transmission Provider, Governmental Approvals, the CAISO, CARB, NERC and WECC.

79. **Scheduled Island Mode**. A Microgrid operating in Island Mode that is scheduled and coordinated between the CMG Aggregator and PG&E.

80. **Site(s)**. The real property or properties on which one or more CMET Project Resources or CMET Project Balance of System comprising the CMET Project is located, as identified in Appendix II and as may be updated from time to time.

81. **State**. The State of California.

82. **System Change**. Any change in Project Resources, Non-Project Resources, or customer loads within the Microgrid Boundary, or other affected systems outside the Microgrid Boundary that has a material impact on the ability of a CMET Project to function in Island Mode.

83. **Term**. The Development Term AND the Operating Term of this MOA.

84. **Transmission Provider**. Means the CAISO.

85. **Tribal Governmental Authority.** The governing authority, having jurisdiction as to the matter in question, for a group identified as a "California Native American tribe", meaning a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004. See Cal. Pub. Res. Code § 21073. California Native American tribes include both federally recognized tribes and tribes that are not recognized by the federal government.

86.

87. **Unscheduled Island Mode**. A Microgrid operating in Island Mode that is not scheduled or coordinated between the CMG Aggregator and PG&E in response to an Emergency Event on the Distribution System.

88. **Work**. Means (a) work or operations performed and furnished by CMG Aggregator or on a CMG Aggregator's behalf pursuant to the terms under this agreement; and (b) materials, parts or equipment furnished in connection with such work or operations; including (i) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "a Party's work"; and (ii) the providing of or failure to provide warnings or instructions.

APPENDIX II – CMET Project Microgrid Islanding Study

{ATTACH COMPLETED MIS DOCUMENT}

CMG Aggregator shall incorporate the completed Microgrid Islanding Study final report into this Appendix II. The MIS will include but may not be limited to the following:

1. Project Description
2. Summary of Study Observations and Conclusions
3. Study Assumptions
4. Power Flow and Voltage Analysis (inclusive of minimum Project Resource reserve capacity and energy to support island operation)
5. Power Quality Studies
6. Protection Studies
7. Transient Studies
8. Requirements Prior to Island Inspection and Operation
    a. Draft Description of Operations (Final Description of Operations to be included in Appendix XII in accordance with Section 2.1.B(a)
    b. Performance Testing Technical Criteria (Appendix VIII-A)

APPENDIX III-A – CMET Project Development Milestones

Item	Development Milestone	Action	Milestone Date	Responsible Party
1	Project Safety Plan and Emergency Response Plan – Appendix IX-A&B	Submit		CMG Aggregator
2	Safety Attestation and Multiple Use Attestation – Appendix X-A&B	Signed		CMG Aggregator
3	Commissioning Test Plan – Appendix VIII-B	Submitted		CMG Aggregator
4	Operating Performance Requirements, Procedures and Protocols – Appendix XII	Submitted		CMG Aggregator
5	Request to Commence Commission Testing – Appendix XI-A	Submitted		CMG Aggregator
6	CMET Project Resource Final Permission to Operate Letter	Issue		Distribution Provider & CMG Aggregator
7	Commissioning Tests	Complete		Distribution Provider & CMG Aggregator
8	Provide written approval to Interconnection Customer for the operation of the microgrid and Islanding Operation Date (IOD)	Issue		Distribution Provider

{Development Milestones shown for illustration. Specific Development Milestones to be developed by Parties}

1. Satisfaction of Development Milestones

   The satisfaction of each Development Milestone requires that all tasks identified specifically in the Project Implementation Plan, including tasks preceding the Development Milestones listed above, to be completed in a timely fashion. Upon successful completion of the Commissioning Tests, Distribution Provider will provide written approval to Interconnection Customer for the operation of the microgrid and an Islanding Operation Date (IOD). Such written approval will not be unreasonably conditioned, delayed, or withheld.

Agreed to by:

For PG&E: _____ Date: _____

For the CMG Aggregator: _____ Date: _____

APPENDIX III-B - CMET Project Implementation Plan

{ATTACH COMPLETED CMET PROJECT IMPLEMENTATION PLAN DOCUMENT}

The Project Implementation Plan (PIP) will include Parties' best estimate of task, schedule and dependencies for design, construction, development various test plans, operational and maintenance procedures and protocols for the CMET Project. The PIP may incorporate by reference any implementation plan(s) associated with CMET Project Resource Interconnection(s) and Special Facilities and Microgrid Special Facilities for purposes or presenting an overall view of the CMET Project development; however, this Agreement does not govern those interconnection and associated special facilities schedules, Development Milestone dates or commitments.

A Party shall not make any material modifications to the CMET Project Implementation Plan or Development Milestones as presented in Appendix III without the prior review and written consent of the other Party, which consent shall be in Parties reasonable discretion.

As of the Effective Date, parties agree to develop within ninety (90) days, a CMET Project Implementation Plan ("PIP") that will identify responsible parties, identify workstreams, reporting requirements, and dependencies. The implementation plan may include but not be limited to the following components:

1.) Component Plan Development
    a. CMET Project Operational Review & Commissioning Test Plan
        i. Commissioning Testing plan and schedule associated with CMET Project Resource Interconnections
            1. Existing Resources
            2. CAISO New Resource Implementation Plan
        ii. Commissioning Testing Plan and schedule for CMET Balance of System pursuant to Appendix VIII
    b. Operating Performance Requirements, Procedures and Protocols which include CMET Project Description of Operations, identify events and scenarios:
        i. Planned Event
        ii. Unplanned event
        iii. Failsafe
    c. Communications plan and plan of action for each scenario/event type
    d. CMET Project Safety Plan
    e. CMET Project Emergency Response Plan
2.) Development and Testing Schedule
    a. Microgrid Special Facilities and Interconnection development and testing schedule
    b. CMET Balance of System development and testing schedule
    c. CMET Project Resources development and testing schedule
3.) Project Management
    a. PMO approach and plan
    b. Progress meetings and reports
    c. Overall project plan management and dependencies
    d. Development & Implementation risk identification and mitigation

APPENDIX IV-A – CMET Project Resource Interconnection Agreement

{ATTACH EXECUTED CMET PROJECT RESOURCE INTERCONNECTION AGREEMENT(S) HERE}

APPENDIX IV-B – Microgrid Special Facilities Agreement

{ATTACH EXECUTED MICROGRID SPECIAL FACILITIES AGREEMENT. THE FOLLOWING AGREEMENT IS A MODIFIED VERSION OF ELECTRIC FORM NO. 79-255 FOR CMET PROJECTS ELIGIBLE FOR SPECIAL FACILITY COST-OFFSETS. OTHERWISE, CMG AGGREGATOR TO USE PG&E ELECTRIC RULE 2 FORM NO 79-255. IF APPLICANT IS A SOVEREIGN INDIAN TRIBE, APPLICANT MAY BE REQURIED TO EXECUTE A LIMITED WAIVER OF SOVEREIGN IMMUNITY IN SUBSTANTIALLY THE FORM OF APPENDIX XIII OF THE MICROGRID OPERATING AGREEMENT}

MICROGRID SPECIAL FACILITY AGREEMENT FOR CMET PROJECT ELIGIBLE FOR COST-OFFSETS

At the request of _____
(Applicant), PACIFIC GAS AND ELECTRIC COMPANY (PG&E) hereby agrees, as an accommodation, to install within a reasonable time, or allocate for Applicant's use at

_____

_____

State of California, certain facilities consisting of items listed in Appendix A ("Microgrid Special Facilities"), at an estimated total additional installed cost of $ _____ over and above the cost of standard facilities which PG&E would normally provide or allocate for regular service in accordance with its tariffs on file with and authorized by the California Public Utilities Commission (Commission), subject to the following terms and conditions:

1. Where pursuant to any final decision or order of the California Public Utilities Commission this CMET Project is eligible for an offset of the special facilities costs incurred by PG&E to construct, own, and maintain the Microgrid Special Facilities described herein, Applicant is exempted from paying the advance or ongoing costs of the special facilities to the extent provided in said final decision or order, except as those costs are reflected in the distribution rates charged to all customers in Applicant's customer class. This provision shall not reduce or waive PG&E's ability to seek recovery of costs related to a terminated CMET Project from Applicant pursuant to Paragraph 6.
2. Where it is necessary to install Microgrid Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
    (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and,
    (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Microgrid Special Facilities.
3. Where formal rights of way or easements are required on and over Applicant's property or the property of others for the installation of the Microgrid Special Facilities, Applicant understands and agrees that PG&E shall not be obligated to install the Microgrid Special Facilities unless and until any necessary permanent rights of way or easements, satisfactory to PG&E, are granted without cost to PG&E.
4. PG&E shall not be responsible for any delay in completion of the installation of the Microgrid Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or Commission, delay in obtaining necessary rights of way and easements, act of God, or any other cause or condition beyond the control of PG&E. PG&E shall have the right, in the event it is unable to obtain materials or labor for all of its

construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control.

5. In the event that PG&E is prevented from completing the installation of the Microgrid Special Facilities for reasons beyond its control within twelve (12) months following the date of this Agreement, PG&E shall have the right to terminate this Agreement upon thirty (30) days' written notice to Applicant.
6. If this Agreement is terminated as set forth in paragraph 5, the provisions of paragraph 11 shall be applicable, based on that portion of the Microgrid Special Facilities then completed, if any, including charges for any expense incurred by PG&E for any engineering, surveying, right of way acquisition expenses and other associated expenses incurred by PG&E for that portion of the Microgrid Special Facilities not installed or, in PG&E's sole judgment, not useful in supplying permanent service to PG&E's other customers.
7. Microgrid Special Facilities provided by PG&E hereunder shall at all times be and remain the property of PG&E.
8. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, copies attached, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions or curtailments and that the charges for the Microgrid Special Facilities represent the additional cost associated with providing the Microgrid Special Facilities rather than for a guaranteed level of service or reliability.
9. If Applicant requests PG&E to alter or rearrange Special Facilities, including, but not limited to the conversion of overhead facilities to underground, solely for Applicant’s convenience or purposes and not in order to safely and reliably construct the Microgrid in a least-cost manner, Applicant shall be given the option to pay PG&E for the additional Special Facilities.
10. This Agreement shall be effective when executed by the parties hereto and shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice.
11. Upon discontinuance of the use of any Microgrid Special Facilities due to termination of service, termination of this Agreement, or otherwise before or within 5 (five) years of project completion:
    (a) Applicant shall pay to PG&E on demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost, less the estimated salvage value for the Special Facilities to be removed, as determined by PG&E in accordance with its standard accounting practices. If the Applicant is a Microgrid Incentive Program awardee or CMG Aggregator partnered with a Microgrid Incentive Program awardee, and this Microgrid Special Facilities Agreement is for an awarded Microgrid Incentive Program project, the Applicant shall not be required to pay a facility termination charge.
    (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Microgrid Special Facilities located on the Applicant's premises;
    (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Microgrid Special Facilities located on other property off Applicant's premises. Where all or any portion of the Microgrid Special Facilities located off Applicant's premises are retained in place and used by PG&E to provide permanent service to other customers, an equitable adjustment will be made in the facility termination charge.
12. Applicant may, with PG&E's written consent, assign this Agreement if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Microgrid Special Facilities.
13. This agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this _____ day of _____, 20____.

This agreement is effective when accepted and executed by PG&E.

	PACIFIC GAS AND ELECTRIC COMPANY
Applicant	
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date

MAILING ADDRESS:

_____

_____

Appendix A: List of CMET Project Special Facilities

The detailed estimation of costs below includes interconnection and/or system upgrades required to interconnect the microgrid project to PG&E's distribution system, but does not include any in-plant facilities constructed, owned and operated by the Applicant.

Item	Make/Model	Cost	Cost of Ownership	Eligible for 100% Cost-Offset (Yes/No)

APPENDIX IV-C – Other Interrelated CMET Project Agreements

{ATTACH MIP GRANT AGREEMENT OR OTHER RELEVANT AGREEMENTS}

APPENDIX V – CMET Project Resources and CMET Project Balance of System Facilities

{ATTACH COMPLETE LIST OF CMET PROJECT RESOURCES AND CMET PROJECT BALANCE OF SYSTEM FACILITIES}

SAMPLE TABLE

CMET PROJECT RESOURCES

Location	Description	Mfg	Model Number	Owner
FIELD ENCLOSURE	BESS INVERTERS			CMG Aggregator
FIELD ENCLOSURE	PV ARRAY			CMG Aggregator
FIELD ENCLOSURE	LI-ION BATTERY			CMG Aggregator
FIELD ENCLOSURE	BESS SITE MASTER CONTROLLER			CMG Aggregator
FIELD ENCLOSURE	INTERNAL FIELD SWITCH			CMG Aggregator
FIELD ENCLOSURE	BATTERY METER			CMG Aggregator
FIELD ENCLOSURE	SURGE ARRESTER			CMG Aggregator
FIELD ENCLOSURE	REMOTE I/O UNIT			CMG Aggregator
FIELD ENCLOSURE	STEP UP TRANSFORMER (PAD MOUNT)			CMG Aggregator

CMET PROJECT BALANCE OF SYSTEM

Location	Description	Mfg	Model Number	Owner
FTM CMG AGGREGATOR SWITCHGEAR	PRIMARY PROTECTIVE RELAY			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	SECONDARY PROTECTIVE RELAY			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	LOCAL HMI			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	HMI MONITOR AND KEYBOARD			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	SATELLITE CLOCK			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	GENERATION CONTROLLER			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	ANNUNCIATOR			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	SECURITY GATEWAY			CMG Aggregator

FTM CMG AGGREGATOR SWITCHGEAR	INTERNAL NETWORK SWITCH			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	CAISO METER			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	ETHERNET TRANSCEIVER			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	BESS METER			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	CAISO ECN ROUTER			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	CAISO ECN SWITCH (ATT FIBER)			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	CAISO SECURITY GATEWAY			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	CAISO INTERNAL SWITCH			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	CELLULAR INTERNET GATEWAY			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	GENERATION CIRCUIT BREAKER			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	STATION POWER ATS			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	POWER DISTRIBUTION UNIT			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	BESS ISLANDING CONTROLLER			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	FIBER OPTIC TRANCEIVER			CMG Aggregator
FTM CMG AGGREGATOR SWITCHGEAR	DC POWER SUPPLY			CMG Aggregator

APPENDIX VI – Mutual Non-Disclosure Agreement

{ATTACH EXECUTED NDA HERE. THE FOLLOWING IS AN EXAMPLE OF STANDARD NDA TERMS; PG&E RESERVES THE ABILITY TO UPDATE THESE TERMS. IF APPLICANT IS A SOVEREIGN INDIAN TRIBE, APPLICANT MAY BE REQURIED TO EXECUTE A LIMITED WAIVER OF SOVEREIGN IMMUNITY IN SUBSTANTIALLY THE FORM OF APPENDIX XIV OF THE MICROGRID OPERATING AGREEMENT }

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT ("**NDA**"), by and between Pacific Gas and Electric Company, a California corporation ("**PG&E**"), and _____ a _____ ("**Company**") (together the "**Parties**" and each individually a "**Party**"), is effective as of the latest signature date below (the "**Effective Date**").

WHEREAS, PG&E is an investor-owned utility that provides gas and electric service to millions of customers throughout Northern and Central California;

WHEREAS, _____is a _____ headquartered in _____, and is exploring the development of a microgrid, developing a microgrid, or has developed and is maintaining a community microgrid pursuant to PG&E's Community Microgrid Enablement Tariff ("**CMET"**);

WHEREAS, in support of those efforts, the Parties expect that each Party may disclose to and receive from the other Party some amount of Confidential Information, as defined herein;

WHEREAS, the Parties recognize that the development of microgrids is in the public's interest; and

WHEREAS, each Party wishes to protect, use, handle, and safeguard the Confidential Information that it receives from the other Party in compliance with law and in accordance with the duties and responsibilities set forth herein.

NOW THEREFORE, the parties agree as follows:

1. **Purpose**. The purpose of this Agreement is to permit each Party to transmit or exchange Confidential Information to or with the other Party hereto for the purpose of evaluating and reviewing such Information in connection with the potential or actual development, operation and maintenance of a microgrid pursuant to PG&E's CMET ("Purpose"), and for no other purpose. The Parties mutually agree that development of microgrids is in the public's interest and that the Purpose of this Agreement justifies maintaining the confidentiality of their respective Confidential Information.

2. **Confidential Information.** "**Confidential Information**" as used herein shall mean any non-public proprietary or confidential data, information and other materials including those regarding the products, services or business of the disclosing party (the "**Disclosing Party**"), its parent company, its subsidiaries or affiliates (and/or if either Party is bound to protect the confidentiality of any third party, of such third party) provided by or made available by the Disclosing Party to the receiving

party (the "**Receiving Party**") where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, regardless of the existence of any markings, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, Confidential Information includes (i) all confidential and proprietary documents, records, reports, agreements and associated documents; (ii) any and all information pertaining to PG&E's electric distribution and transmission facilities; (iii) all technical, financial and business information of any kind; (iv) all written procedures; (v) all data, specifications, technology, ideas, know-how, improvements, maps, technical drawings, inventions (whether or not patentable or copyrightable), or trade secrets; and (vi) all Personal Information belonging to the Disclosing Party. Confidential Information does not include information which: (a) is already known to the Receiving Party on a non-confidential basis prior to the disclosure by Disclosing Party; (b) becomes publicly available without breach of the confidentiality obligations of this NDA by Receiving Party or its representatives; (c) is approved for release without confidentiality obligations by written authorization of the Disclosing Party; (d) is rightfully obtained by Receiving Party from a third party without restriction as to disclosure; (e) is developed independently by Receiving Party without use of or access to Disclosing Party's Confidential Information.

[For public entity counterparties: Furthermore, and consistent with the Purpose of the Agreement, the Parties agree that they are sharing Confidential Information to serve the public's interest and that this Purpose clearly outweighs publicly disclosing such Confidential Information. Accordingly, the Parties agree that Disclosing Party's Confidential Information is exempt from disclosure pursuant to the California Public Records Act, California Government Code § 6250, et seq., and other federal, state, and municipal public disclosure laws, including but not limited to the Brown Act, California Government Code § 54950, et seq., and shall remain confidential as set forth in Paragraph 9 of this Agreement, entitled "Term and Termination"]

3. **Processing Personal Information.** "**Personal Information**" as used herein shall mean any information provided by PG&E, its subsidiaries, affiliates, agents, officers, directors, current and former employees, or customers, to Company that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, or as the "personal information" or "personal data" or such similar term is defined under applicable data privacy and protection laws. In the event Personal Information related to its employees, customers or other individuals is disclosed to Company, the Parties agree that the provisions detailed in the Personal Data Processing Addendum, attached hereto as Appendix A, shall apply. In the event of any conflict with regard to Personal Information between the general terms of this Agreement and Appendix A, the terms of Appendix A will govern.

4. **Use and Nondisclosure of Confidential Information.** Receiving Party agrees to keep any Confidential Information made available or provided to it as confidential and proprietary and shall treat such Confidential Information in the same manner as it treats is own similar proprietary and confidential information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall use the Confidential Information only in performing its obligations or to exercise its rights in connection with the Purpose. The Receiving Party shall not sell, share or otherwise disclose Confidential Information to any third party (except as authorized under the NDA or applicable law) without the Disclosing Party's express written consent. The Receiving Party shall disclose Confidential Information only to those employees and contractors of Receiving Party who have a need to know such information for the purposes of performing its obligations or exercising its rights in connection with the Purpose, and such employees and contractors must be bound by an NDA or have entered into agreements with Receiving Party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth in this NDA.

The Parties further agree that this Agreement shall not be construed to limit either Party's right to

independently develop or acquire products without use of or reference to the other Party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future develop information internally, or receive information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

5. **Security Measures**. The Receiving Party shall implement reasonable administrative, technical and physical security measures to safeguard the Confidential Information it receives. These safeguards shall include, but not be limited to: (a) written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing; (b) password protected workstations at Receiving Party's premises, any premises where services are being performed and any premises of any person who has access to such Confidential Information, and (c) encryption of Confidential Information.

6. **Disclosures Required by Law**. If any Confidential Information is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, then to the extent permitted by applicable law, the Receiving Party shall advise the Disclosing Party of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford the Disclosing Party (at the Disclosing Party's sole cost and expense) a reasonable opportunity to contest, limit or assist the Receiving Party in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements. Notwithstanding the foregoing, the Parties recognize that PG&E is a regulated utility and that its regulators have broad rights to request information from PG&E and from time-to-time PG&E may have to disclose certain Confidential Information to its regulators (e.g., the California Public Utilities Commission (CPUC) and the Federal Energy Regulatory Commission (FERC)). In that event, PG&E will disclose such information subject to the regulators' respective confidentiality rules.

7. **Unauthorized Disclosures**. The Receiving Party shall promptly notify the Disclosing Party in writing of any unauthorized access or disclosure of Confidential Information. The Receiving Party shall take reasonable measures within its control to stop the unauthorized access or disclosure of Confidential Information and to prevent recurrence. The Parties agree that a breach of this NDA would constitute irreparable harm and significant injury to the Disclosing Party. The Disclosing Party therefore shall have the right to seek from any competent civil court, immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of this NDA.

8. **Return or Destruction of Confidential Information.** All Confidential Information disclosed by Disclosing Party to Receiving Party remains the property of the Disclosing Party, and Receiving Party shall return or destroy all Confidential Information, including any copies of Confidential Information in its or its agents' possession upon the termination of this NDA or otherwise at the Disclosing Party's request. Within fifteen (15) days of receiving such request from the Disclosing Party, the Receiving Party shall comply with the request and provide written certification, signed by the Receiving Party, confirming the Receiving Party's compliance with the return or destruction of all Confidential Information as set forth in this provision. Notwithstanding the foregoing, the Receiving Party may retain one copy of Confidential Information for purposes of complying with its legal obligations or consistent with Receiving Party's backup retention and recovery purposes, provided that the obligations set forth in this NDA apply to any retained Confidential Information.

9. **Term and Termination.** This NDA shall be effective from the Effective Date, provided however, that either Party may terminate this NDA by giving the other Party thirty (30) calendar days' notice in writing of its intention to terminate this NDA. Termination shall not abrogate either Party's obligations under this NDA for Confidential Information received prior to the date of termination.

10. **Notices**. Any notice required to be sent or given under this Agreement will be sent via electronic mail, addressed as follows:

PG&E:
Name: _____
E-Mail:
_____
Phone:
_____

_____
Name: _____
E-Mail: _____
Phone:
_____

11. **Communications and Media.** Neither Party will disclose any information or make any news release, advertisement, public communication, response to media inquiry or other public statement regarding this Agreement, the Confidential Information disclosed, the Purpose and/or potential commercial relationship between the Parties, or the performance hereunder without the prior written consent of the other Party. Subject to Paragraph 5, neither Party will make any reference to the other Party or to the existence of this Agreement in any advertising or other publication (except for confidential, internal company publications), without the prior written consent of the other Party, and neither Party will associate or in any way connect its name, trademark or any other intellectual property right to any name, trademark or any other intellectual property right of the other Party without the other Party's prior written consent. The fact that the Parties have entered into this Agreement does not constitute, nor does it imply in anyway, endorsement by one Party of the other, and neither Party will indicate or imply that the other Party endorses, recommends, or vouches for it in any form of written, verbal, or electronic advertisement, communication, or any other business development effort, without the other Party's prior written consent.

12. **No License**. No license or proprietary rights are granted by disclosure of any Confidential Information under this NDA. For avoidance of doubt, nothing in this NDA is intended to grant any rights to any Receiving Party under any patent, copyright, trade secret or other intellectual property right nor does this NDA grant any Receiving Party any rights in or to the Confidential Information, except the limited right to use the Confidential Information solely for the Purpose.

13. **Compliance with Applicable Law**. The Receiving Party agrees to comply with all applicable laws governing the protection of the Confidential Information.

14. **Indemnification.** The Receiving Party shall indemnify the Disclosing Party against any and all actions, claims, liabilities, costs, damages, charges and expenses incurred in connection with or arising out of the Receiving Party's use of Confidential Information.

15. **Assignment.** Neither Party shall assign this NDA nor any Confidential Information received from Disclosing Party pursuant to this NDA without Disclosing Party's prior written consent. This NDA shall be binding upon each Party, their successors, and assigns.

16. **No Warranty**. All Confidential Information is provided "as is" without any warranties, express, implied, or otherwise, regarding the accuracy or completeness of any Confidential Information disclosed by the Disclosing Party to the Receiving Party.

17. **Severability and Waiver**. The covenants and agreements set forth in this NDA are each deemed separate and independent, and if any such covenant or agreement is determined by any court of competent jurisdiction or arbitrator/mediator to be invalid or unenforceable for any reason, the Parties shall negotiate an equitable adjustment in the provisions of this NDA with a view toward effectuating the purpose of this NDA. The invalidity or unenforceability of any of the provisions, or application of any of the provisions, of this NDA will not affect the validity or enforceability of any of the remaining provisions of this NDA.

18. **Entire Agreement.** This NDA contains the entire understanding between the Parties with respect to Confidential Information received hereunder. This NDA has been negotiated by both Parties and shall not be strictly construed against either Party. No change, modification, extension, termination, or waiver of this NDA shall be made effective unless in writing and signed by an authorized representative of each Party.

19. **Governing Law**. This NDA shall be construed and interpreted in accordance with the laws of the State of California. Any controversy, dispute, issue, or claim arising out of or in any way relating to this NDA which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or if jurisdiction over the action resides in the federal courts, then in a Federal Court of competent jurisdiction situated in the State of California.

20. **Counterparts**. This NDA may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument. The Parties agree that electronic signatures may be used for execution of the NDA. The email, PDF or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and electronic copies of the executed NDA shall be deemed to constitute duplicate originals.

21. **Remedies.** Notwithstanding any other term of this NDA, it is expressly agreed that a breach of this NDA will cause irreparable harm to the Disclosing Party and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the Disclosing Party will be entitled to injunctive and/or other equitable remedies in the event of any threatened or actual violation of any provisions of this NDA. In any dispute between the Parties arising out of or relating to the NDA, the prevailing party shall be entitled to recover from the opposing party his or its attorneys' fees and costs.

IN WITNESS HEREOF, and intending to be legally bound hereby, the Parties hereto have caused this NDA to be executed by their duly authorized representatives as of the Effective Date.

[COMPANY]	**PACIFIC GAS & ELECTRIC COMPANY**
Signature:	Signature:

Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix A

PERSONAL DATA PROCESSING ADDENDUM

This Personal Data Processing Addendum ("**DPA**") amends, in accordance with the terms set forth below, all agreements between the Parties, pursuant to which Company receives and processes Personal Information (as defined below) and to clarify and confirm Company's obligations to safeguard and maintain the security of the Personal Information it collects from or on behalf of PG&E related to employees, dependents and beneficiaries, consultants, workers, visitors, shareholders, and/or customers of PG&E and its subsidiaries and affiliates.

1. **DEFINITIONS**. As used in this DPA, the following capitalized terms shall have the meanings provided in this section. Capitalized Terms used in this DPA, but not defined below have the meaning given to them in the Parties' Agreement.

Agreement. "Agreement" means the Mutual Non-Disclosure Agreement by and between PG&E and Company.

Personal Information. "Personal Information" means any information provided by PG&E, its subsidiaries, affiliates, agents, officers, directors, current and former employees, or customers, to Company and that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular individual. "Personal Information" includes "personal information," "personal data" or other such similar terms as they are defined under applicable Privacy Laws.

Privacy Laws. "Privacy Laws" are all applicable laws, rules, regulations, directives and governmental requirements in any jurisdiction in which Company or Company operates and relating in any way to the privacy, confidentiality, or security of Personal Information processed by Company, including, but not limited to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA").

2. **CONTROL OF PERSONAL INFORMATION**. PG&E shall retain all ownership and control over the Personal Information disclosed to Company. PG&E also has the exclusive authority to determine the purposes of processing of all Personal Information by Company.

3. **LIMITED USE OF PERSONAL INFORMATION**. At all times during the term of this DPA and thereafter, Company shall collect (including, without limitation, caching or storing), access, use, disclose, process or retain Personal Information solely for the purpose of rendering the contracted services to PG&E and not for any other purpose. Company shall not sell, share or otherwise disclose any Personal Information to any third party except as expressly permitted herein. Company shall not use any Personal Information to violate or attempt to violate the security of PG&E's systems, or any third party networks, system, server, website, application or account.

4. **ADDITIONAL RESTRICTIONS.** Company shall not: (i) sell or share Personal Information or (ii) collect, retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the services specified in the Agreement. For avoidance of doubt, Company shall not collect, retain, use, or disclose Personal Information for any commercial purpose other than providing the services specified under the Agreement unless otherwise

permitted under applicable law. For purposes of this section, the terms "sell," "commercial purposes" and "personal information" shall have the meanings as defined under the CCPA and "share" shall have the meaning as defined under the CPRA.

5. **AGENTS**. Company shall not contract any of its rights or obligations hereunder, or share, transfer, disclose or otherwise provide access to any Personal Information to any contractors, subcontractors, third-party service providers, or agents (collectively, "Agents") without the prior written consent of Company. Where Company contracts any rights or obligations, or provides access to Personal Information, to an Agent, then (a) Company shall enter into a fully-executed written agreement with each Agent that imposes obligations on the Agent that are at least as restrictive as those imposed on or required of Company under this DPA; (b) Company shall not be relieved of any of its obligations under this DPA; and (c) Company shall remain liable and responsible for the performance or non-performance of its Agents with respect to the Agent's collection, use, disclosure, storage, processing and disposal of Personal Information.

6. **COMPLIANCE WITH LAW**. Company agrees that its collection, use, disclosure, storage, processing and disposal of Personal Information shall at all times comply with all applicable Privacy Laws and any representations made by Company to any person from whom such Personal Information was collected. Company further agrees that it will reasonably cooperate with PG&E's efforts to comply with PG&E's legal obligations related to its collection, processing, use or disclosure of Personal Information.

7. **DATA SECURITY**. Company shall, and shall contractually require and cause any Agents to, implement and maintain security procedures and practices for Personal Information, including without limitation, establishing, implementing and maintaining an Information Security Program as set forth in this Section 7, that will: (i) comply with all applicable Privacy Laws and industry standards; (ii) ensure the security and confidentiality of Personal Information, (iii) protect against any anticipated or actual threats or hazards to the security or integrity of Personal Information, and (iv) prevent unauthorized access, acquisition, destruction, use, modification and/or disclosure of Personal Information. Company and its Agents shall each ensure that its security infrastructures are consistent with high industry standards for virus protection, firewalls and intrusion prevention technologies to help prevent Company's network, systems, servers and applications from unauthorized access. Company will restrict and track access to Personal Information and PG&E systems at all times to only those employees and Agents whose access is essential to performing the services for which Company has been contracted, and such employees and Agents will be required (including during the term of their employment or retention and thereafter) to protect Personal Information in accordance with the requirements of this DPA. Company shall segregate Personal Information from all other Company and third party data. Company must ensure proper user authentication for all employees, and Agents with access to Personal Information, including, without limitation, by assigning each employee or Agent unique access credentials for access to any system on which Personal Information can be accessed and prohibiting employees and Agents from sharing such access credentials. Company shall ensure that upon termination of any employee or Agent, the terminated person's access to Personal Information and PG&E systems must be immediately revoked.

8. **INFORMATION SECURITY PROGRAM**. Company shall conduct appropriate training and awareness campaigns designed to educate Company's employees of their responsibilities in maintaining the confidentiality and security of Personal Information and for the reporting of incidents involving unauthorized access to or use of Personal Information, consistent with all

Privacy Laws and the terms of this DPA. Company represents and warrants that it has implemented and will maintain a variety of administrative, organizational and technical measures ("Information Security Program) that are consistent with industry standards which may include but are not be limited to ISO 27001/2, NIST, OWASP, and other similar standards that are designed to reasonably and appropriately protect the confidentiality, integrity mid availability of information systems or data and which measures are set forth below. Company shall review its Information Security Program on at least an annual basis and evaluate whether it needs to be modified to comply with Privacy Laws or industry practices. Company shall notify PG&E of any material changes to Company's Information Security Program as it relates to the security and integrity of Personal Information, within thirty (30) days of any such change. Notwithstanding the foregoing, at all times, Company's Information Security Program shall include the following:

a. Organizational management and dedicated staff responsible for the development, implementation and maintenance of Company's Information Security Program.

b. Audit and risk assessment procedures designed for the purposes of periodic review and assessment of risks to Company's organization, for monitoring and maintaining compliance with Privacy laws, and for reporting the condition of its information security and compliance to Company senior management.

c. Data security controls which include at a minimum, but may not be limited to, logical segregation of data, restricted (e.g., role-based) access and monitoring, and utilization of commercially available and industry standard encryption, at a minimum of 256-bit encryption, for Personal Information that is:

    i. transmitted order public networks (i.e. the Internet) or when transmitted wirelessly,

    ii. stored on any Company or Agent systems, including any cloud based systems.

d. Logical access controls to manage electronic access to data and system functionality based on authority levels and job functions, *(e.g.* granting access on a need-to-know and least privilege basis, use of unique IDs and passwords for all users, periodic review and revoking/changing access promptly when employment terminates or changes in job functions occur).

e. Password controls to manage and control password strength, expiration and usage including prohibiting users from sharing passwords.

f. System auditor event logging and related monitoring procedures to proactively record user access and system activity for routine review.

g. Physical and environmental security of data center, server room facilities and other areas containing Personal Information to protect information assets from unauthorized physical access, and to manage, monitor and log movement of persons into and out of Company facilities, and to guard against environmental hazards such as heat, fire and water damage.

h. Operational procedures and controls to provide for configuration, monitoring and maintenance of technology and information systems according to prescribed internal and adopted industry standards, including secure disposal of systems and media to render all information or data contained therein as undecipherable or unrecoverable prior to final disposal or release from Company's possession.

i. Change management procedures and tracking mechanisms to ensure all changes to Company's technology and information assets are properly tested, approved and monitored.

j. Incident management procedures to allow for the proper investigation, response, mitigation and notification of events related to Company's technology and information assets.

k. Network security controls that provide for the use of enterprise firewalls and layered DMZ architectures, and intrusion detection systems and other traffic and event correlation procedures to protect systems from intrusion and limit the scope of any successful attack.

l. Vulnerability assessment, patch management, and threat protection technologies and scheduled monitoring procedures to identify, assess, mitigate and protect against identified security threats, viruses and other malicious code.

m. Business continuity and disaster recovery procedures to ensure Company's ability to maintain service and/or recovery from foreseeable emergency situations or disasters.

n. Controls to ensure any applicable Company software is securely developed in accordance with this DPA, such as design reviews, secure separation of development and production environments, code reviews, and quality assurance testing.

9. **TRANSMISSION OF PERSONAL INFORMATION**. Company shall not electronically transmit a record containing Personal Information outside a secure network environment other than by a secure network connection or communications protected by appropriate encryption technology that is not less than 256-bits in length. Likewise, Company shall not require any individual to transmit Personal Information over the Internet unless the connection is secure or the Personal Information is protected by encryption technology meeting this standard. Company shall not print Personal Information on mailed material unless required by law and will not make Personal Information visible through any envelope window unless required by law. Notwithstanding the provisions of this Section, when strictly necessary to perform the contracted services and permitted by applicable Privacy Laws, Personal Information may be included in applications and forms sent by mail, including documents sent as part of an application or enrollment process, or to establish, amend or terminate an account, contract or policy, or to confirm the accuracy of the Personal Information.

10. **SECURITY MANAGER**. On the effective date of the Agreement, Company shall designate an individual as the primary security manager under this DPA. The security manager shall be responsible for managing and coordinating the performance of Company's privacy and data security obligations under this DPA.

11. **SUBPOENAS AND LEGAL PROCEEDINGS**. Subject to applicable law, Company shall immediately notify PG&E of any subpoena or other judicial or administrative order by a court, tribunal, litigant, or government authority seeking access to or disclosure of Personal Information. Subject to applicable law, PG&E shall have the right take steps to assess and/or prevent such disclosure and to defend subpoena enforcement proceedings or motions to compel in lieu of and on behalf of Company, which still must provide reasonable cooperation to PG&E in connection with such defense.

12. **DATA SECURITY BREACH NOTIFICATION AND INCIDENT RESPONSE**. Company shall notify PG&E, of: (a) any access, possession, use or disclosure of Personal information, or attempt thereof, not expressly permitted by this DPA; (b) any suspected breach or compromise of Personal Information, or Company's systems or networks that directly or indirectly support Personal Information; or (c) claims or threats thereof made by any personnel, Agent or external person (each or the foregoing a "Data Security Breach"). Company shall notify PG&E of a Data Security Breach within twenty-four (24) hours after detecting or being notified of the Data Security Breach affecting Personal Information.

a. **Data Security Breach Investigation**. Company shall immediately take measures to stop the Data Security Breach and in PG&E's sole discretion, upon PG&E's written request, and pursuant to PG&E's instructions, Company shall cooperate with PG&E and any outside agents hired by PG&E in connection with: (i) conducting an investigation of any actual or suspected Data Security Breach and (ii) providing PG&E and its agents with administrative access to all affected systems or applications that store, process, transmit or otherwise access Personal Information. Company shall provide PG&E with the following information, at minimum: (i) a brief summary of the issue, facts and status of Company's investigation; (ii) the potential number of individuals affected by the Data Security Breach; (iii) the Personal Information that has been or may have been implicated by the Data Security Breach; and (iv) any other information pertinent to PG&E's understanding of the Data Security Breach and the exposure or potential exposure of Personal Information.

b. **Other Parties**. Unless the Data Security Breach impacts the information of parties other than PG&E, Company shall not notify any parties other than PG&E and relevant law enforcement agencies of any Data Security Breach unless such notification is agreed to in advance by PG&E in writing.

c. **Resolution**. For avoidance of doubt, any Data Security Breach vulnerability shall be resolved to PG&E's satisfaction, at Company's expense. If such vulnerability cannot be resolved to PG&E's satisfaction within a reasonable period of time, as determined by PG&E, PG&E shall have the right to immediately terminate the Agreement without liability.

d. **Notification.** Company will, upon PG&E's written request and pursuant to PG&E's instructions, at Company's cost, notify any affected persons or entities provided that the method and content or such notice to shall be agreed to in writing by PG&E prior to sending such notice. Company shall also cooperate with PG&E and any relevant authority in the event of litigation or regulatory inquiry concerning a Data Security Breach. Notwithstanding the foregoing, Company, at its sole expense shall investigate and remediate all Data Security Breaches.

e. **Indemnification**. In addition to Company's indemnification obligations set for in Section 21 of this DPA, Company shall also indemnify, hold harmless, and defend PG&E and its respective directors, officer; employees, subcontractors and agents from any suits, claims, damages, demands, proceedings, and other actions brought by a third party, and all associated expenses and costs (including but not limited to: assessments, fines, losses, penalties, costs of investigating and responding to any Data Security Breach, costs of notifying affected individuals, and attorneys' fees), arising out of or related to Company's or its Agents collection, processing, storage, use transmission or destruction of Personal Information, including, but not limited to, a suspected or actual Data Security Breach. The remedies set forth herein shall be in addition to any other remedies available to PG&E at law or in equity, including but not limited to Company's general indemnification obligations set forth in this DPA.

13. **CREDIT MONITORING**. In the event of a Data Security Breach (including, without limitation, by an unauthorized employee or Agent of Company), at the sole discretion of PG&E, Company will offer Credit Monitoring Services (as defined below) as designated by company to any affected individual at Company's cost and expense. Affected individuals will be notified of the availability of Credit Monitoring Services as directed by PG&E, at Company's sole cost. "Credit Monitoring Services" mean credit monitoring services for two (2) years, beginning on the date the individual first registers for the service after the Data Security Breach or such period required by Privacy Laws and one (1) free credit report provided by Experian, Equifax, or TransUnion.

14. **DESTRUCTION AND RETURN OF PERSONAL INFORMATION**. As soon as possible after any of the Personal Information (or portion thereof) is no longer needed by Company to fulfill its obligations to PG&E or upon PG&E's written request, or in the event of termination or expiration of this DPA for any reason, Company shall, and shall cause its Agents, to immediately securely destroy and certify such secure destruction (and produce a written certification upon request by PG&E) of any or all of Personal Information and all records of Personal Information, (including, without limitation, all electronic copies such as on hard drives, backup tapes, portable devices, optical, magnetic, or other storage media, as well as all hard copies) or, if requested by PG&E, return Personal Information to PG&E through a secure method designated by PG&E. Company shall ensure that Personal Information is destroyed in accordance with the methods described in the Federal Trade Commission's Disposal Rule, 16 C.F.R § 682.3 and any other Privacy Law.

15. **SECURITY AUDIT RIGHTS**. At the request of PG&E and at PG&E's cost, Company shall provide PG&E, or an independent third-party auditor selected by PG&E, access to, and the right to conduct a security audit of, all records, security policies and procedures, and other practices relating to the use, processing, storage and disclosure of Personal Information. The audit results and Company's plan for addressing or resolving issues identified by the audit shall be shared with PG&E within ten (10) days of Company's receipt of the audit results. If Company fails to resolve the issues identified in its plan within a reasonable timeframe determined by PG&E, PG&E shall have the right to terminate the services contract between the Parties. In addition, subject to Company's advance approval as to scope and timing, PG&E also reserves the right to conduct, at its own cost, not more than twice per calendar year, technical security integrity reviews, and penetration tests and monthly Internet security scans to ensure Company remains compliant with this DPA (collectively, "Application Security Assessments"). PG&E will provide seven (7) days' notice prior to penetration testing or the commencement of monthly

scanning activities. Company shall correct any security flaw discovered by PG&E within eight (8) hours. Further, Company and any Agent that accesses, stores or collects Personal Information shall conduct, at its own cost, an Application Security Assessment annually using an independent third-party tester.

16. **MALICIOUS CODE**. Company will ensure that the contracted services will not result in the transmission to PG&E of any (a) 'back door', 'time bomb', 'Trojan Horse,' 'worm', 'drop dead device,' 'virus', 'spyware' or 'malware;' or (b) any computer code or software routine that: (i) permits unauthorized access to or use of PG&E's or its users' systems or any component thereof; or (ii) disables, damages, erases, disrupts or impairs the normal operation of PG&E's or its users' systems or any component thereof.

17. **INTERNATIONAL TRANSFER OF DATA**. Company shall not transfer Personal Information to, or allow access to Personal Information by, its employees or Agents in any location outside the United States without receiving the prior written consent of PG&E. To the extent that the parties agree to the transmission of Personal Information outside of the United States, prior to making any such transfer, the parties will negotiate in good faith and agree to the terms of a data transfer agreement that complies with applicable Privacy Laws governing the cross-border transfer of Personal Information.

18. **SUSPENSION OF DATA TRANSFERS**. PG&E reserves the right to suspend or stop data transfers to Company at any time. In the event that Company is unable to comply with the obligations stated in this DPA, Company shall within forty-eight (48) hours notify PG&E, and PG&E shall then be entitled (at its option) to suspend the transfer of Personal Information, require Company to cease using Personal Information and/or immediately terminate the Agreement PG&E may have with Company that requires the transfer of Personal Information for the contracted services.

19. **DATA SUBJECT REQUESTS**. Company shall promptly send PG&E within three (3) business days of receipt of any communication received from an individual relating to his or her request to access, modify or correct, or delete Personal Information relating to the individual or to opt-out of any program or communication and Company shall comply with instructions of PG&E before responding to such data subject requests.

20. **COOPERATION WITH GOVERNMENT ENFORCEMENT AUTHORITIES**. Company will provide reasonable cooperation to PG&E in connection with PG&E's efforts to respond to any complaint filed with, or investigation conducted by, any government agency or data protection authority resenting the processing of Personal Information by Company.

21. **INDEMNIFICATION**. Notwithstanding anything to the contrary in any agreement between PG&E and Company, Company shall indemnify, hold harmless, and defend PG&E and its officers, employees, subcontractors, agents, successors, and assigns from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including without limitation attorneys' fees and court costs) and any and all threatened claims, losses, liabilities, damages, settlements, expenses and costs arising from, in connection with, or based on allegations of, in whole or in part, any of the following: (a) any violation of the requirements of this DPA; (b) any negligence or willful misconduct of Company, its personnel or Agents or any third party to whom Company provides access to Personal Information or systems, with respect to security or confidentiality of Personal is (c) any other costs incurred by PG&E with respect to PG&E's rights in this DPA. Except as otherwise provided herein, Company shall be fully responsible

for, and shall pay, all costs and expenses incurred by Company or its personnel, third-party service providers of Company or Agents with respect to the obligations imposed under this DPA.

22. **RELATION TO THE AGREEMENT**. A breach of any term of this DPA will be deemed a breach of the Agreement. The provisions of the Agreement regarding the subjects of Breach, Choice of Law, and Venue shall govern the parties' respective rights and obligations under this DPA. Notwithstanding the foregoing any indemnification rights of PG&E in this DPA are additive to any rights at law or in equity that PG&E has under the Agreement.

23. **CONFLICTS.** In the event any term in this DPA is inconsistent or contradicts the terms in any other agreement between the Parties, the terms in this DPA shall apply.

24. **MISCELLANEOUS**. This DPA constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and its terms shall govern the event of any inconsistency between this DPA and any other agreement between the Parties. This DPA shall be amended only by a written agreement between the Parties that specifically references this DPA by name. Company's obligations hereunder shall survive the termination of the service agreements between the parties and the completion of any and all services performed thereunder.

APPENDIX VII - Notices

Name: _____ ("CMG Aggregator")	**Name:** Pacific Gas and Electric Company, a California corporation ("PG&E")
All Notices:	All Notices:
Delivery Address:	**Delivery Address:**
Street:	300 Lakeside Drive, Suite 219
City:	Oakland, CA 94612
Mail Address:	**Mail Address**:
	300 Lakeside Drive, Suite 200 Oakland, CA 94612
Attn:	Attn: Sr. Director, Distribution Asset Management
Phone:	Phone:
Invoices and Payments:	**Invoices and Payments:**
Attn:	Attn:
Phone:	Phone:
Wire Transfer:	**Wire Transfer:**
BNK: ACCT Title: ABA: ACCT: DUNS: Federal Tax ID Number:	BNK: ACC Title: ABA: ACCT: DUNS: Federal Tax ID Number:
Credit and Collections:	**Credit and Collections:**
Attn:	Attn: Credit @ Emerging Risk PGERiskCredit@Exchange.pge.com
Phone:	Phone: Fax:
With additional Notices of an Event of Default to Contract Manager:	**With additional Notices of an Event of Default to Contract Manager:**
Attn:	Attn:
Phone:	Phone:
Designated CMET Project Operating Representative	**Designated CMET Project Operating Representative**
Attn:	Attn:
Phone:	Phone:

APPENDIX VIII-A –Performance Testing Technical Criteria

{INCORPORATE PERFORMANCE TESTING TECHNICAL CRITERIA HERE}

APPENDIX VIII-B – Commissioning Test Plan

{INCORPORATE COMMISSIONING TEST PLAN HERE}

APPENDIX IX-A – CMET Project Safety Plan and Supporting Documentation

{ATTACH CMET PROJECT SAFETY PLAN AND SUPPORTING DOCUMENTATION}

CMG Aggregator shall develop and provide to PG&E a Safety Plan in accordance with (i) requirements stated in this Appendix IX, and (ii) pursuant to the schedule presented in Appendix III - Project Implementation Plan, and (iii) pursuant to the Safety Requirements. The Safety Plan will include but may not be limited to the following:

Part One: Safety Requirements and Safety Programs

Identify the applicable safety-related Codes, Standards, and regulations (CSR) which govern the design, construction, operation, and maintenance of the Project using the proposed technology.

Describe the CMG Aggregator's and the CMG Aggregator's Contractor(s)' safety programs and policies. Describe CMG Aggregator's compliance with any safety-related industry standards or any industry certifications (American National Standards Institute (ANSI), International Organization for Standardization (ISO), etc.), if applicable.

Part Two: Project Design and Description

Describe CMG Aggregator's safety engineering approach to select equipment and design systems and the Project to reduce risks and mitigate the impacts of safety-related incidents, including cascading failures, excessive temperatures, thermal runaways, fires, explosions, pressure relief rupture disk fractures, hazardous chemical releases.

Describe the results of similar safety engineering evaluations. In the case of lithium-ion batteries, describe the safety-related reasons, including design features and historical safety records, for selecting particular anode and cathode materials and a particular manufacturer.

In addition to the information provided in the CMET Project Description Appendix II, provide a list which includes but is not limited to, the following information:

a) Arc Flash Studies
b) Ground Grid Designs
c) Step and Touch Potential Analysis
d) Equipment safety-related certifications (e.g. UL), and
e) Safety-related systems

Part Three: Project Safety Management

Identify and describe any hazards and risks to life, safety, public health, property, or the environment due to or arising from the CMET Project. Describe the CMG Aggregator's applicable site-specific safety plans, risk mitigation, Safeguards and layers of protection, including but not necessarily limited to:

a) Engineering controls,

b) Work practices,
c) Administrative controls,
d) Personal protective equipment and procedures,
e) Incident response and recovery plans,
f) Contractor management,
g) Operating procedures,
h) Emergency plans,
i) Training and qualification programs,
j) Disposal, recycle, transportation and reuse procedures, and
k) Physical security measures.

Part Four: Project Hazardous Materials Business Plan

A. SDS/Manufacturer spec sheets for all materials onsite (batteries, transformers, equipment that houses oils or coolants) and;

B. An inventory of each material (i.e. how many batteries of any one type are onsite).

Please also provide a site plan that demonstrates where these assets are located and that identifies Ownership of each asset (CMET Project Resource Owner vs PG&E)

Contact Sheilah Lillie for more information on the HMBP: SMLZ@pge.com.

APPENDIX IX-B – CMET Project Emergency Response Plan

{ATTACH CMET PROJECT EMERGENCY RESPONSE PLAN}

CMG Aggregator shall develop and provide to PG&E a CMET Project Emergency Response Plan in accordance with (i) requirements stated in this Appendix IX-B, and (ii) pursuant to the schedule presented in Appendix III - Project Implementation Plan, and (iii) pursuant to the Safety Requirements. The Emergency Response Plan will include but may not be limited to the following:

a) Project location,
b) Facility description,
c) Description and location of key hazards,
d) Emergency Response Procedures for key hazards,
e) Plan modifications and response to Remediation Events,
f) Smoke & fire suppression systems as required by code,
g) Primary emergency contacts, and
h) Safety Data Sheets

“Remediation Event” means the occurrence of any of the following with respect to the CMET Project or a Site: (a) an Exigent Circumstance (b) a Serious Incident; (c) a change in the nature, scope, or requirements of applicable Laws, Permits, codes, standards, or regulations issued by Governmental Authorities which requires modifications to the Safeguards; (d) a material change to the manufacturer’s guidelines that requires modification to equipment or the Project’s operating procedures; (e) a failure or compromise of an existing Safeguard; (f) Notice by PG&E, in its sole discretion, that CME Aggregator, the Project Safety Plan, Safety Attestation, as applicable, is not consistent with the Safety Requirements; or (g) any actual condition related to the CMET Project or a Site with the potential to adversely impact the safe construction, operation, or maintenance of the CMET Project or a Site.

“Exigent Circumstance” means a situation in which there is actual or imminent harm to life or safety, public health, third-party owned property, or the environment due to or arising from the CMET Project or portion thereof.

“Serious Incident” means a harmful event that occurs on a Site during the Term arising out of, related to, or connected with the CMET Project or the Site that results in any of the following outcomes: (a) any injury to or death of a member of the general public; (b) the death or permanent disabling injury to operating personnel, CMG Aggregator’s Contractors or subcontractors, CMG Aggregator’s employees, agents, or consultants, or authorized visitors to the Site; (c) any property damage greater than one hundred thousand dollars ($100,000.00); (d) release of hazardous material above the limits, or violating the requirements, established by Permits, codes, standards, regulations, Laws or Governmental Authorities; (e) environmental impacts exceeding those authorized by Permits or applicable Law

“Safety Remediation Plan” means a written Notice from CMG Aggregator to PG&E containing information about a Remediation Event, including (a) the date, time and location of first occurrence, (b) the circumstances surrounding cause, (c) impacts, and (d) detailed information about CMG Aggregator’s plans to resolve the Remediation Event.

APPENDIX X-A – Safety Attestation

This Safety Attestation is delivered by _____("Licensed Professional Engineer") to Pacific Gas and Electric Company ("PG&E") in accordance with Section 2.1.B(h) of the Microgrid Operating Agreement with an Effective Date of _____ ("Agreement") by and between _____("CMG Aggregator") and PG&E. All capitalized terms used in this Safety Attestation but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Licensed Professional Engineer_____ hereby certifies the following:

(1) The Project is able to operate in a manner consistent with the Safety Requirements;

(2) The Project Safety Plan demonstrates compliance with all applicable Safety Requirements and reasonably takes into account the items in Appendix IX to the Agreement; and

(3) The Project Safety Plan includes a Safety Remediation Plan that meets the required response to a Remediation Event as described in Appendix IX.

[Licensed Professional Engineer]_____

Signature: _____

Name: _____

Title: _____

Date: _____

License Number and LPE Stamp: _____

APPENDIX X-B – Multiple Use Attestation

[Applicable only to CMET Projects that include energy storage among the CMET Project Resources]

This Multiple-Use Attestation is delivered by _____ ("CMG Aggregator") to Pacific Gas and Electric Company ("PG&E") in accordance with Section 2.1.B(e) of the Microgrid Operating Agreement with an Effective Date of _____ ("Agreement") by and between CMG Aggregator and PG&E. All capitalized terms used in this attestation but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

CMG Aggregator hereby certifies and represents to PG&E, as of the date set forth below, that with regard to the Project, CMG Aggregator is following all the rules set forth in Appendix A of CPUC Decision 18-01-003.

EXECUTED by CMG Aggregator this _____ day of _____, 20__.

Signature: _____

Name: _____

Title: _____

APPENDIX XI-A – Request to Commence Commission Testing

Confirmation Letter

In accordance with the terms of CMET Microgrid Operating Agreement, dated _____ ("Agreement") by and between _____("PG&E") and _____ ("CMG Aggregator"), and Section 2.1 and Section 2.2 of that Agreement, this letter ("Request to Commence Commission Testing Confirmation Letter") when duly executed by both parties serves to document the Parties' further agreement that the Development Conditions prescribed in the Agreement at Section 2.1 have been satisfied or waived in writing by PG&E and the project may proceed with any necessary performance and commissioning testing. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, each Party has caused this Request to Commence Commission Testing Confirmation Letter to be duly executed by its Authorized Representative as of the date of last signature provided below:

[INSERT CMG Aggregator's NAME HERE]	**PACIFIC GAS AND ELECTRIC COMPANY**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX XI-B – CMET Project Islanding Operation Date Confirmation Letter

In accordance with the terms of CMET Microgrid Operating Agreement, dated _____ ("Agreement") by and between _____("PG&E") and _____ ("CMG Aggregator"), and Section 2.2 of that Agreement, this letter ("Islanding Operation Date Confirmation Letter") serves to document the Parties' further agreement that the Development Conditions to the Islanding Operation Date have been satisfied or waived in writing by PG&E. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, each Party has caused this Islanding Operation Date Confirmation Letter to be duly executed by its Authorized Representative as of the date of last signature provided below:

[INSERT CMG Aggregator's NAME HERE]	**PACIFIC GAS AND ELECTRIC COMPANY**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX XII – Operating Performance Requirements, Procedures and Protocols

{ATTACH CMET PROJECT OPERATING PERFORMANCE REQUIREMENTS, PROCEDURES AND PROTOCOLS DOCUMENT & FINAL DESCRIPTION OF OPERATIONS AS APPROPRIATE}

Pursuant to the Operating Performance Requirements, Procedures and Protocols described in Section 2.1 of this Agreement, this Appendix XII will incorporate the following:

Part 1: Jurisdictional Boundaries Letter of Agreement: An agreement between PG&E distribution operators and the CMG Aggregator defining roles and responsibilities for operating and maintaining the CMET Project, notification protocols, and operating protocols and procedures.

Part 2: CMET Project Performance Requirements: Describes operational requirements necessary to meet CMET Project performance requirements including but not limited to PG&E's Electric Rule 2 or any PG&E cost-offset or grant program requirements or any project characteristics justifying grant awards.

Part 3: PG&E CMET Project Description of Operations: Provides CMG Aggregator personnel with a description of operations for the CMET Project operations and coordination with PG&E. This document includes but is not limited to CMET project description, control mode descriptions, alarm descriptions, and procedures requiring coordination with PG&E.

Part 4: CMG Aggregator CMET Project Description of Operations: Document for PG&E electric distribution operations regarding the CMET Project including but not limited to project overview, description of microgrid modes of operation (e.g., microgrid enabled mode and disabled mode), operation and configuration descriptions (e.g., fault responses), and alarms and responses.

For Information Only – The Following are Articles in the Agreement that point to this Appendix:

1.3 Term & Termination: CMET Project Suspension (lock out procedures)
2.1 CMET Project Development Conditions
3.2 Roles and Responsibilities – General
3.3 Roles and Responsibilities – Modes of Operation
3.4 Operational Coordination
3.5 Operating Performance Requirements
4.1 & 4.2 – System Change
7.2 Covenants of CMG Aggregator

APPENDIX XIII - LIMITED WAIVER OF SOVEREIGN IMMUNITY

[APPLICABLE ONLY TO CMG AGGREGATORS THAT ARE TRIBAL GOVERNMENTAL AUTHORITIES]

(a) The Parties acknowledge that CMG Aggregator is a sovereign Tribe, and that, as such, CMG Aggregator, its officers, agents and assigns possess sovereign immunity from unconsented suits and other legal proceedings. Nothing in this Agreement shall be deemed to be a waiver of CMG Aggregator's sovereign immunity, except as expressly provided in this Appendix XIII. PG&E and CMG Aggregator agree that this Agreement is fully enforceable between the Parties. Therefore, CMG Aggregator hereby provides this limited express waiver of CMG Aggregator's sovereign immunity, for the limited purpose of enforcing this Agreement (including each and all of the terms and conditions of this Agreement), and in accordance with, and as limited by, the express terms of this Agreement. CMG Aggregator provides this limited waiver of its sovereign immunity solely for disputes arising between the parties under this Agreement pursuant to Article 10. This limited waiver shall not apply to any other party or to disputes that do not arise out of this Agreement. PG&E hereby agrees that this limited waiver of sovereign immunity provided by CMG Aggregator shall be strictly and narrowly construed in favor of CMG Aggregator.

(b) With respect to all actions, suits, claims, proceedings or counterclaims (each, a "Claim"), CMG Aggregator and each of its officers, agents and assigns hereby expressly waives its sovereign immunity, and all defenses based thereon, from any Claim brought to enforce or interpret this Agreement, to resolve any controversy arising from this Agreement, or otherwise related to this Agreement, in each case of any nature, whether such Claim is brought in or arises under law, equity, contract, tort or statute (inclusive of Claims for equitable or provisional relief and to compel arbitration, and whether through service of notice, attachment prior to judgment, exercise of contempt powers, or otherwise) (an "Action"), for the limited purpose of resolving Claims and the judicial enforcement thereof, to resolve any controversy arising from this Agreement, to enforce or interpret the express terms and conditions of this Agreement, or otherwise related to this Agreement, as provided for in this Agreement.

(c) CMG Aggregator expressly waives sovereign immunity, solely in connection with any Claim brought to enforce or interpret this Agreement, to resolve any controversy arising from this Agreement, or otherwise related to this Agreement and all defenses based thereon as provided for herein for the enforcement of any arbitration award, or judgment to enforce such an award, any form of relief, or order related thereto. CMG Aggregator further consents to the jurisdiction of the arbitrators and/or specified courts described in Article 10 of this Agreement, including each Party's consent to be bound by a lawful order or judgment, to the extent provided for herein.

(d) With respect to any Action between PG&E and CMG Aggregator, each of the Parties expressly consents and agrees to the dispute resolution provisions set forth in Article 10 of this Agreement, and CMG Aggregator hereby agrees that the limited waivers of sovereign immunity described in this Appendix XIII apply and waive CMG Aggregator's sovereign immunity (to the

extent described in this Appendix XIII) in connection with any arbitration under Article 10 of this Agreement and any judgment or award described in Article 10 of this Agreement. CMG Aggregator specifically expressly waives sovereign immunity for the limited jurisdictional purposes set forth in this Appendix XIII and in Article 10 of this Agreement. The Parties specifically agree that the arbitrators and courts set forth in Article 10 of this Agreement shall have jurisdiction to enter judgments enforcing rights and remedies provided for in this Agreement, which shall be binding and enforceable on each Party. CMG Aggregator shall not contest jurisdiction or venue to the extent selected in accordance with Article 10 of this Agreement. CMG Aggregator hereby waives any argument that a tribal forum has jurisdiction over the limited waiver of sovereign immunity and this Agreement, that it shall not plead or invoke the doctrine of exhaustion of tribal or other administrative or tribal judicial remedies, defenses of tribal immunity or that CMG Aggregator is an indispensable party, and CMG Aggregator hereby waives any and all such requirements.

(e) CMG Aggregator hereby consents to injunctive relief, where the standards for such relief are proven, in the forums enumerated in Section 13.9 of this Agreement should CMG Aggregator ever attempt to revoke, limit or restrict the limited waiver of sovereign immunity, where the legal standards for such relief are satisfied.

(f) In any Action as to which CMG Aggregator has waived its sovereign immunity as provided herein, CMG Aggregator consents and agrees that process against CMG Aggregator shall be effective if served by sending a copy of the process in accordance with the notice provisions set forth in Section 14.1 of this Agreement.

END OF AGREEMENT

Outlook

Re: PG&E AL 7660-E (Pacific Gas and Electric Company's Updates to Grant Agreement and Microgrid Operating Agreement in Compliance with Resolution E-5401)

From Alexandra Haggarty <ahaggarty@keyesfox.com>
Date Thu 4/16/2026 11:44 AM
To Hannah Davidson <hdavidson@hvlcsd.org>

Hi Hannah,

I've reviewed and this looks good to me! Additional changes made in response to tribal comments either don't impact or benefit you. Let me know if you need anything else.

Alex Haggarty
(she/her)
Senior Associate
Keyes & Fox LLP
(720) 673-9192 | Ahaggarty@keyesfox.com | www.keyesfox.com

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On Tue, Apr 14, 2026 at 5:07 PM Hannah Davidson <hdavidson@hvlcsd.org> wrote:

> Hi Alex,
>
> Absolutely, that's okay!
>
> Thank you,
> **Hannah Davidson**
> Project Manager
> Hidden Valley Lake CSD
> hdavidson@hvlcsd.org
> T: (707) 987-9201 F: (707) 987-3237
>
> ---
>
> **From:** Alexandra Haggarty <ahaggarty@keyesfox.com>
> **Sent:** Monday, April 13, 2026 10:14 AM
> **To:** Hannah Davidson <hdavidson@hvlcsd.org>
> **Subject:** Re: PG&E AL 7660-E (Pacific Gas and Electric Company's Updates to Grant Agreement and Microgrid Operating Agreement in Compliance with Resolution E-5401)

Hi Hannah,

I could, but I likely wouldn't be able to until later this week. Would that work for you?

Alex Haggarty
(she/her)
Senior Associate
Keyes & Fox LLP
(720) 673-9192 | Ahaggarty@keyesfox.com | www.keyesfox.com

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On Fri, Apr 10, 2026 at 7:36 PM Hannah Davidson <hdavidson@hvlcsd.org> wrote:

> Hi Alex,
>
> Would you be available to review the grant agreement revisions to ensure that everything was incorporated?
>
> Thank you!
>
> **Hannah Davidson**
> Project Manager
> Hidden Valley Lake CSD
> hdavidson@hvlcsd.org
> T: (707) 987-9201 F: (707) 987-3237
>
> ---
>
> **From:** Hannah Davidson <hdavidson@hvlcsd.org>
> **Sent:** Thursday, April 2, 2026 1:25 PM
> **To:** Alexandra Haggarty <ahaggarty@keyesfox.com>; Paul Kelley <pkelley@hvlcsd.org>
> **Cc:** Jacob Schlesinger <jschlesinger@keyesfox.com>; Day, Michael <michael.day@trane.com>; Lloyd Guintivano <lloyd.guintivano@lakecountyca.gov>
> **Subject:** Re: PG&E AL 7660-E (Pacific Gas and Electric Company's Updates to Grant Agreement and Microgrid Operating Agreement in Compliance with Resolution E-5401)
>
> Thank you for the update, Alex! We will absolutely reach out if/when we need anything.
>
> **Hannah Davidson**
> Project Manager
> Hidden Valley Lake CSD
> hdavidson@hvlcsd.org
> T: (707) 987-9201 F: (707) 987-3237
>
> ---

KEYES&FOX LLP

January 7, 2026

Board of Directors
Hidden Valley Lake Community Services District
19400 Hartmann Road
Hidden Valley Lake, CA 95467

To Board Members,

We have served as outside counsel to the Hidden Valley Lake Community Services District (the "District") regarding the grant that the District is seeking from Pacific Gas and Electric Company ("PG&E") under the Microgrid Incentive Program (the "MIP"). The grant would fund the District's development of a Firemain Linked Auxiliary Supply/Hydraulic Energy Storage project.

PG&E requires that local government grant recipients under the MIP enter into a Grant Agreement and Microgrid Operating Agreement ("MOA"). PG&E submitted forms of these agreements to the California Public Utilities Commission on December 10, 2025, through Advice Letter 7660-E-A.

As part of our engagement, we conducted a high-level review of the MOA, focusing on (1) changes to the MOA since PG&E's prior submission on July 30, 2025, through Advice Letter 7660-E, and (2) the MOA's cohesiveness with the Grant Agreement. Based on this review, we did not identify any issues that rise to the level of material concern for the District. We note, however, that the MOA is not devoid of all risk to the District.

Please let us know if you have any questions or if we can be of further assistance to the District.

Regards,

Alex Haggarty
Senior Associate, Keyes & Fox LLP

GSFA Grant Advance Loan Request Form

Date: _____

Applicant Organization Name: Hidden Valley Lake Community Services District

Type of Organization (e.g. Government, Commission, Council of Governments, District, etc.):
Special District

If not County Government, County Affiliated with: County of Lake

Primary Contact and Title: Paul Kelley

Name of Grant that Loan is Supporting: Microgrid Incentive Program

Granting Institution: Pacific Gas & Electric Company

Brief Description of Grant:

The Microgrid Incentive Program provides the Hidden Valley Lake Community Services District with the opportunity to conduct a planning study for a renewable energy pumped storage hydro project. The proposed project would create a microgrid capable of powering critical water and wastewater infrastructure as well as local community facilities like the local fire station, a pharmacy, and an elementary school. In addition to improving electrical resilience, the project would also improve community fire resilience by constructing a water tank that is equipped with a dip tank to allow for rapid firefighting helicopter recharge. This would allow for the rapid refilling of water supplied for wildland firefighting water tenders.

Amount of Maximum Loan Requested (Note: if amount exceeds $200,000, interest rate applies):
$200,000

Estimated Initial Date Funds are Needed (Note: the Maximum term of loan is 2 years from the loan initiation):
June 2026

If Loan is Requested with more than one Disbursement, please state dates and amounts below:

_____

_____

_____

_____

Signature: _____ Date: 5/21/2026

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

Meeting Date: May 20, 2026

Meeting: Board Meeting

To: Board of Directors

From: General Manager

Written by: Accounting Supervisor

Project Name: N/A

Budgeted: Yes

Budgeted Amount: $4,500.00

Cost Estimate: N/A

Funding Source: 120/130 (Wastewater/Water)

Funding Account #: 5-00-5075

Project #: N/A

AGENDA ITEM #: 5

AGENDA ITEM TITLE: Recommend the Consideration of Proposals of Banking Services.

SUMMARY: In March 2026, the District initiated a formal Request for Proposals (RFP) process for banking services. Following the solicitation period, the District received three formal proposals, which were subsequently compiled and presented for comprehensive review during the Finance Committee meeting held on May 13, 2026.

BACKGROUND/ANALYSIS: The District has maintained a long-standing financial partnership with West America Bank (WAB), which has served as its primary banking institution since 1985. To ensure fiscal responsibility and verify that the District is receiving the most competitive market rates, the District determined that a formal Request for Proposals (RFP) process was necessary. The District received submissions from three qualified financial institutions: West America Bank, 5-Star Bank, and River City Bank. During the recent Finance Committee meeting, representatives from WAB attended and expressed a willingness to match the 1.0% Earning Credit Rate offered by both River City Bank and 5-Star Bank, noting that they would follow up. Upon comprehensive review of the proposals, staff have concluded that 5-Star Bank is the most cost-effective choice due to its fee structure and service offerings. Because 5-Star Bank is located outside of Lake County, the District would need to implement an armored-car cash pickup service, which would be covered through the analysis credits each month, in addition to a Remote Deposit Capture (RDC) to securely deposit checks; notably, the RDC equipment is complementary, though a monthly fee of $25.00 and $1.00 per deposit will apply. This transition will replace walk-in deposits, which currently cost the District an average of $450.00 per month in staff time and mileage reimbursement, and most importantly, it relieves the District of the associated liability.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

The following table provides an account analysis fee comparison for December 2025, January 2026, and February 2026, including earning credit rates/amounts and net analysis position. Transitioning to the 1.0% earnings credit rate offered by 5 Star is the optimal choice, as it significantly lowers monthly analysis charges and improves current operational efficiency.

Account Analysis Comparisons	5 Star Bank	West America Bank	River City Bank
December 2025			
Earning Credit Rate	1.00%	0.20%	1.00%
Earning Credit Amount	$1,067.23	$212.33	$954.92
Total Cost of Services Rendered	$822.12	$578.71	$247.58
Net Analysis Position	**$245.11**	**-$366.38**	**$707.34**
January 2026			
Earning Credit Rate	1.00%	0.20%	1.00%
Earning Credit Amount	$929.87	$185.39	$833.93
Total Cost of Services Rendered	$772.28	$526.87	$232.90
Net Analysis Position	**$157.59**	**-$341.48**	**$601.03**
February 2026			
Earning Credit Rate	1.00%	0.20%	1.00%
Earning Credit Amount	$699.10	$138.99	$625.02
Total Cost of Services Rendered	$795.64	$497.59	$236.87
Net Analysis Position	**-$96.54**	**-$358.60**	**$388.15**
Total Est. Quarterly Analyzed Service Charges (Dec 2025 - Feb 2026)	**$96.54**	**$1,066.46**	**$0.00**

RECOMMENDATION: Consider the approval of the transition from West America Bank to 5 -Star Bank.

ATTACHMENTS: A) 5 Star Bank Proposal, B) West America Bank Proposal, C) River City Bank Proposal.

RESPONSE TO REQUEST FOR PROPOSAL

PREPARED FOR

Hidden Valley Lake Community Services District



FIVE STAR BANK

www.fivestarbank.com

NASDAQ: FSBC

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Cover Letter

COVER LETTER

List the name, address, and telephone number of the Institution.

Five Star Bank
855 Harter Parkway, Suite 350B, Yuba City, CA 95993
530-431-0950

Provide a list of the institution's hours and holidays.

Branch operations are open 9:00 AM – 4:00 PM: Monday through Friday. The Five Star Bank team is normally available 8:00 AM – 5:00 PM PST: Monday through Friday.

Five Star Bank observes the following holidays:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

April 30, 2026

Mr. Paul Kelley, General Manager
Ms. Trish Wilkinson, Accounting Supervisor Manager
Hidden Valley Lake Community Services District
19400 Hartmann Road
Hidden Valley Lake, CA 95467

Dear Mr. Kelley and Ms. Wilkinson:

Five Star Bank is pleased to present this proposal to serve as the primary banking partner for the Hidden Valley Lake Community Services District (HVLCSD). We understand that the District is seeking a banking partner that ensures the security of public funds, improves operational efficiency, and supports staff with responsive, knowledgeable service all at a reasonable and transparent cost.

Five Star Bank is uniquely positioned to meet these priorities. As a California based community bank with more than $1.3 billion in public funds on deposit across 125+ public agencies, including 20 Community Services Districts, Five Star Bank brings deep experience supporting districts similar in size, complexity, and mission to HVLCSD. Our government banking platform is designed specifically for public agencies that require strong internal controls, full compliance with California Government Code, and practical tools that reduce administrative burden on limited staff resources. Our approach is centered on three key commitments:

1. Protecting Public Funds and Reducing Operational Risk
Five Star Bank provides a fully collateralized banking structure compliant with California Government Code requirements, supplemented by FDIC insurance through IntraFi services when appropriate. Robust fraud prevention tools, including Positive Pay with payee validation, ACH Positive Pay, dual control wire transfers, and wire transfer call back verification that enhance internal controls and significantly reduce fraud risk. In addition, our use of remote deposit capture and armored carrier services minimizes staff exposure to risk by eliminating the need for District personnel to transport cash or checks offsite.

2. Improving Staff Efficiency with Modern, Practical Banking Tools
We understand that HVLCSD operates with a lean staff focused on delivering essential water and wastewater services. Five Star Bank's treasury platform is designed to simplify day to day operations, reduce manual processing, and provide clear visibility into cash activity. Our goal is not just to replace your current bank, but to make banking easier for your staff.

Key benefits include:
- Same day deposit processing and next day check availability
- Flexible ACH origination and payroll services
- Integrated online banking with secure role based access
- Support for Tyler Incode IX Pro workflows
- Dedicated implementation and ongoing support teams
- A net risk reduction from enhanced deposit processing (no staff transport of cash)

3. Delivering Transparent Value and Measurable Cost Savings

Five Star Bank proposes an analyzed public checking account structure designed to minimize or eliminate out of pocket banking fees through earnings credits. Based on the District's historical activity, our analysis demonstrates significant fee savings compared to HVLCSD's current banking relationship, even after factoring in weekly armored carrier services. Additionally, we offer a Public Money Market Account that matches the LAIF rate, helping the District maximize yield while maintaining liquidity and safety.

HVLCSD will be supported by a dedicated government banking team with direct access to decision makers, not call centers. Our team conducts regular service reviews and remains available as the District's needs evolve. Five Star Bank is committed to providing HVLCSD with a secure, efficient, and cost effective banking relationship that supports the District's mission today and into the future.

Five Star Bank is prepared to support a smooth transition in advance of the District's desired July 1, 2026, implementation date. This proposal shall remain firm for 90 days from the April 30, 2026, submission deadline. We appreciate the opportunity to be considered and welcome the chance to partner with HVLCSD in support of its critical mission to serve the Hidden Valley Lake community.

Sincerely,

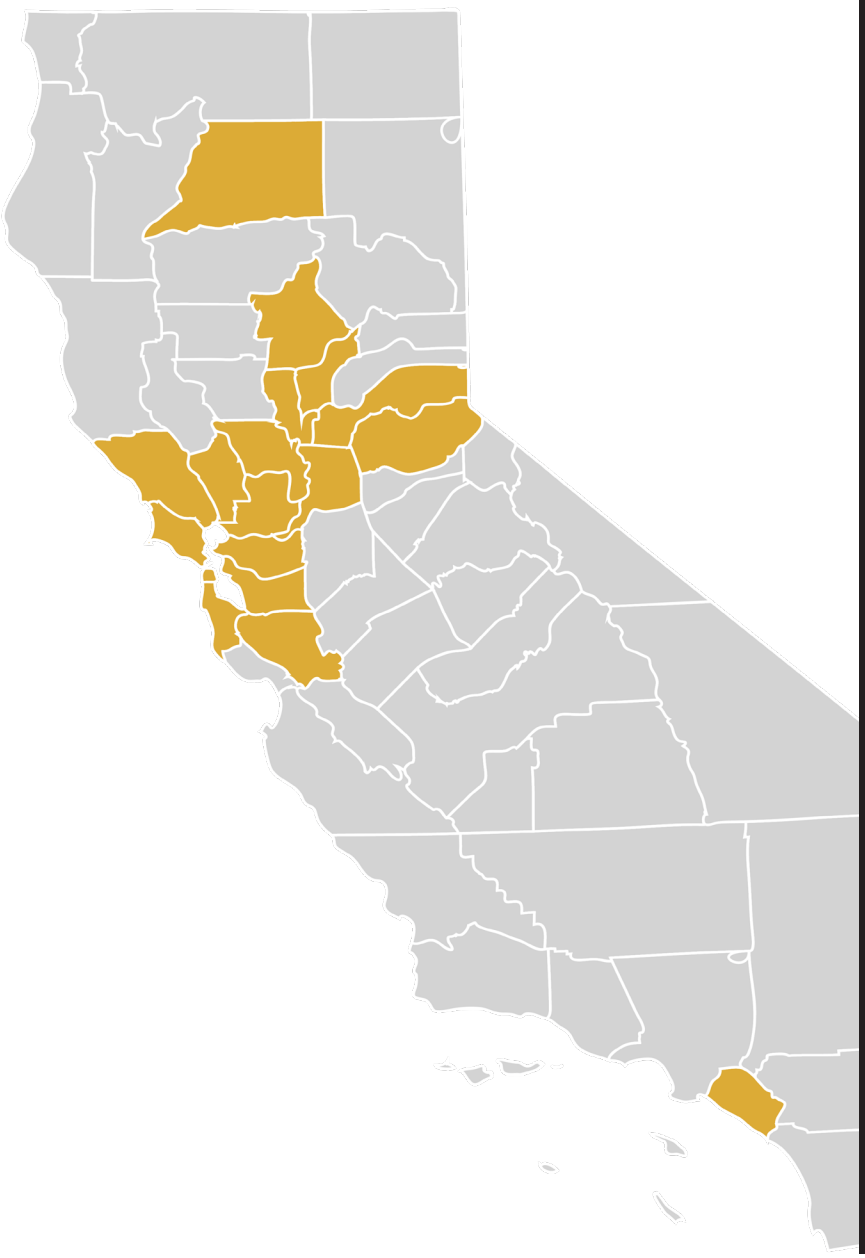


REAGAN BALLO, CTP
SVP/Managing Director of Government Banking

t: 916.660.5752 | **m:** 805.305.1882
e: rballo@fivestarbank.com
a: 3100 Zinfandel Drive, Suite 650 (Banking Office: Suite 100)
Rancho Cordova, CA 95670

Provide the location of the Institution's headquarters. In addition, provide a regional map with the location of all banking institutions, offices and ATM locations in the County of Lake and the immediate surrounding communities.

Five Star Bancorp is a bank holding company headquartered in Roseville, California. Our headquarters are located at 2240 Douglas Blvd., Suite 100, Roseville, CA 95661. Five Star Bancorp operates through its wholly owned banking subsidiary, Five Star Bank. The Bank has 11 office locations in Northern California. Though the Bank has no office location within the County of Lake, the District can access any ATM in the County and Five Star Bank will reimburse the fee for the use of that ATM.



BRANCH LOCATIONS:

CHICO OFFICE
1370 E. Lassen Avenue, Suite 100
Chico, CA 95973
530.924.5121

DOWNTOWN SACRAMENTO OFFICE
(Administrative Office)
555 Capitol Mall, Suite 985
Sacramento, CA 95814
916.306.1655

ELK GROVE OFFICE
9250 Laguna Springs Drive, Suite 102
Elk Grove, CA 95758
916.714.2444

NATOMAS OFFICE
2400 Del Paso Road, Suite 100
Sacramento, CA 95834
916.640.1500

NEWPORT BEACH OFFICE
(Administrative Office)
4100 Newport Place, Suite 660
Newport Beach, CA 92660

RANCHO CORDOVA OFFICE
3100 Zinfandel Drive, Suite 100
Rancho Cordova, CA 95670
916.851.5440

REDDING OFFICE
356 Hartnell Avenue, Suite B
Redding, CA 96002
530.223.6652

ROSEVILLE OFFICE
2240 Douglas Boulevard, Suite 100
Roseville, CA 95661
916.626.5000

SAN FRANCISCO OFFICE
345 California Street, Suite 2875
San Francisco, CA 94104
415.316.0014

WALNUT CREEK OFFICE
1333 North California Street, Suite 510
Walnut Creek, CA 94596
925.465.6436

YUBA CITY OFFICE
855 Harter Parkway, Suite 350B
Yuba City, CA 95993
530.431.0950

Provide a general overview and brief history of the organization, including parent and/or subsidiary companies and the numbers of employees.

Five Star Bank was founded in 1999 by a group of Sacramento's entrepreneurs who wanted to create the kind of personalized banking services they desired themselves – services provided by industry experts who were committed to partnerships grounded in shared vision and goals. Today, Five Star Bank is a community business bank guided by purpose-driven banking, community stewardship, regional and industry expertise, and a commitment to economic development. In May 2021, we completed our initial public offering. For over 25 years, Five Star Bank has strategically pursued organic growth through the thoughtful expansion of our presence in Northern California and key markets beyond. This sustained development has been achieved by investing in our team, enhancing internal processes, fostering community partnerships, and strengthening our brand. In 2023, this strategic expansion included entry into the San Francisco Bay Area market.

Today Five Star Bank is a $4.8 Billion community business bank serving government clients statewide. Our principal geographic market is the Capital Region (Rancho Cordova, Roseville, Sacramento and Elk Grove), the North State (Chico, Redding and Yuba City) the nine-county San Francisco Bay Area, and Southern California. Five Star Bancorp is a bank holding company headquartered in Roseville, California. Five Star Bancorp operates through its wholly owned banking subsidiary, Five Star Bank. Five Star Bank is proud to employ 247 people as of 4/1/2026.

Five Star Bank employs a high-tech/high-touch approach to business banking, providing clients with consistent, direct access to their dedicated banker at all times. You deserve a banking partner you can call directly, who knows your name and District, and who is an advocate for you and those you serve. Our relationship-based banking model ensures direct access to trusted and knowledgeable bankers, prioritizing dedicated, personalized service over impersonal general 1-800 service lines. As a community business bank, we believe in action over words and recognize that it is the effort of our entire team that allows us to donate, volunteer, engage, and lead. On a continual basis, we work through enhancements to our community outreach efforts. We always will. We are focused on the health and success of our employees, shareholders, customers, and community partners so that we may continue to fulfill our purpose as stewards of the communities we serve.

REGIONS WE SERVE

Five Star Bank serves clients through branch locations in Northern California, including the Capital Region, North State, Southern California, and San Francisco Bay Area.

VERTICALS WE SERVE

Government
Food, Agribusiness & Diversified Industries
Commercial Real Estate & Construction
Enterprise (Businesses & Associations)
Manufactured Housing, RV & Self Storage
Private Practice & Professional Services
Venture Banking, Technology & Start-up
Small Business Administration ("SBA")
Contractors & Manufacturers
Faith Based Community
Healthcare
Non-Profit

AWARDS & RECOGNITION

TOP 3
S&P Global Market Intelligence
Top 3 Best-Performing Community Banks
2025

Piper Sandler's Sm-All Stars
2025

TOP 10%
Raymond James Community Bankers Cup Winner
2024
Ranked in top 10% of Community Banks in the Nation

Bauer Financial	5 Stars (out of 5)
Findley Report	Super Premier Performing Bank
IDC	Superior Rating
Sacramento Business Journal	2023 Best Places to Work & 2025 Fastest Growing Businesses

Scope of Services

Five Star Bank will provide the District with an account structure to meet the needs of the District's accounts payables, accounts receivables, and treasury needs including the following services:

Provide month end statements and images of paid checks by the 5th of the following month.

Five Star Bank will provide month end statements and images of paid checks by the 5th of the following month. Deposit items are imaged and available via Online Banking the following day. Images of checks are included with bank statements which can be mailed to the District. (Statements are retained online for 7 years.) Account Analysis Statements will be available online by the 10th of the following month for your review.

Provide wire services to transfer money to and receive funds from other institutions, along with appropriate security levels for wire transfer initiations and approvals.

Wires can be entered via online banking and once a wire is created, the user can save the beneficiary as a recipient to use for future use. Once the wire is drafted and approved by HVLCSD, Five Star Bank is alerted and will continue with sending the wire once a call back verification has been completed. Online Banking wire cut-off time is 2:30 PM PT to ensure same day execution. To log in to the Online Banking Portal, users must complete a two-factor authentication process to ensure secure login. The Bank offers dual control or single control for wires, it's dependent on HVLCSD's specifications. Once a wire is initiated, HVLCSD can have a user be a draft only and then a second person can be an approver for the outgoing wire. Daily limits are established for wire transfers to protect the District. The limits are established based upon the District's specifications.

Provide "positive pay" service that allows the District to refuse payment on items submitted to the bank, which do not match our disbursement records, as well as automatic clearinghouse (ACH) "positive pay."

- Five Star Bank offers Positive Pay, Payee Positive Pay, and ACH Positive Pay.
- Five Star Bank has the ability to manually enter one-time check disbursements into Positive Pay.
- The fields included in our Positive Pay are the following: Payee Name, Check Date, Check Number, Check amount. For ACH Positive Pay, fields include Account numbers, Description, Company ID, SEC Code, and max allowable amount.
- Five Star Bank offers two different methods for file transfers: SFTP to our hosted server or manual upload through our Online Banking system. With both methods, the District initiates the transfer at their preferred schedule, remaining mindful of daily processing cutoffs, etc. Our system accepts file formats in Excel, Delimited text, and Fixed length text. Five Star Bank's Implementations team will work closely with HVLCSD staff to map check files to ensure they meet specifications.

Provide Remote Deposit Capture (RDC) hardware and software integration.

Five Star Bank will provide Remote Deposit Capture services for the District's check deposits. Our secure online portal allows you to scan incoming checks and make same-day deposits. Checks are made available the following business day unless a hold is placed on the check. The bank will follow the standard Regulation CC schedule. The cutoff time for same day deposits is 5:00 PM PST. Five Star Bank will provide two complimentary check scanners to HVLCSD for Remote Deposit Capture use. Remote Deposit Capture incurs a $25 monthly fee and a $1.00 per deposit transaction cost of which these charges can be included in the District's monthly account analysis.

Process non-sufficient funds (NSF) checks twice before being returned to the District. NSF checks must be returned to the District within five business days.

For returned items, we will automatically attempt to re-run the check and collect funds. If the return reason is for "NSF", "Uncollected funds" etc. we can re-deposit. If the return reason is "Stop Payment, "Refer to Maker" or similar we cannot re-deposit, and the check will be charged back to the District's account. We will mail a notice and a legal copy of the check if this occurs. You will also receive a mailed notice when we attempt to re-deposit an item. For larger items, we will reach out to the District via phone and alert them of the return reason if we cannot collect funds. There is not an NSF check fee for the first and/or second return on a check being deposited into the District's account.

Provide details of deposit discrepancies within one business day of the transaction.

If there is a discrepancy or need to make an adjustment in the account, please contact your Five Star Bank team directly. Five Star Bank will respond to that matter immediately and should an adjustment be made, this will be addressed right away.

Provide support for answering questions, troubleshooting problems and resolving issues in a prompt manner.

Five Star Bank will provide immediate client support for any troubleshooting needs or issues for HVLCSD. We pride ourselves on speedily serving our clients' needs as we are never more than a phone call away from assisting HVLCSD.

Provide means to inquire about/request canceled checks and stop payment on checks upon proper authorization.

Stop payments can be placed within the online banking platform for checks written within the past 90 days or less. The user will need to input the check number, date, payee, and amount to place the stop payment. Checks written older than 90 days will need assistance from our bank staff. Stop payments are valid for 6 months. Confirmation is immediate whether input online or with bank staff. Inquiry about canceled checks or stop payments can be made online within our online banking platform or with the support of the Five Star Bank team.

Banking Supplies: The Institution will be required to provide a supply of coin rollers, security bank bags, deposit slips, and endorsement stamps. The cost of supplies shall be charged to the District's account.

Five Star Bank will provide HVLCSD with the necessary supplies to successfully process cash and check deposits. The cost of these supplies will be included in the District's account analysis cost structure unless otherwise noted as complimentary in this RFP.

Direct Deposit for Payroll: The Institution should be able to provide this service, and the cost should be noted in the proposal.

Five Star Bank has the capabilities to provide direct deposit for the payroll needs of HVLCSD. Five Star Bank offers three methods for ACH file uploads: NACHA, CSV, or manual input through our Online Banking system. Our Implementations team will work closely with HVLCSD to map check files to ensure they meet specifications.

ACH Cutoff Times:

- Same day outgoing: 9:45am and 11:45am to be received by End of Day. If the transaction is input after 11:45am the transaction will be sent the following business day or day specified by inputter.
- If a NACHA file is being utilized the file MUST be uploaded and approved by 4:45pm the prior business day for next day payment. For example, Friday payroll dates, the file must be uploaded on Thursday or the prior business day (Holidays excluded).
- The drop-dead deadline to guarantee employee posting for a same day ACH transaction is 11:45 AM.
- If "Dual Approval" is in place, the transaction will need to be both "Drafted" and "Approved" within these time frames.
- There are no additional fees for processing same day transactions. If a deadline is missed the transaction will need to be resubmitted.
- The fees are not different if the direct deposit files are delivered prior to the cutoff deadline.

Direct deposit for payroll service costs $2.50 per ACH Batch Origination and $0.15 per ACH transaction of which these costs will be included in the District's account analysis cost structure.

ACH Direct Debit: The District offers an ACH direct debit option to its customers (currently 150 participants). If the District's current hardware, software and/or special programming are not compatible with the Institution's service, the cost and other associated fees to implement the Institution's service must be provided. If there is a limit on the number of these transactions that are allowed in a month or other period of time, it should be noted.

Five Star Bank can provide the District with ACH direct debit transactions to accept customer payments. There are no limits on the number of transactions that are allowed in a month for ACH direct debit transactions.

Credit/Debit Card Services: The District accepts credit and debit card payments on site through the District's website, text-to-pay, and interactive voice response (IVR) phone options. Because there are costs associated with these transactions, the District may choose to assess a surcharge, fee, or service charge on customers who make these payments.

Five Star Bank can accept the credit and debit card payments being processed by the District currently. Five Star Bank offers a full suite of merchant service solutions and can assist the District in evaluating various merchant service solutions to determine which solution would best fit the needs of HVLCSD should the District want to explore other options beyond its current practices.

Investments: The Institution must be able to make available to the District those investments allowed by California Government Code Section 53601 and the Investment Policy of the District.

Five Star Bank offers a public interest-bearing money market account with the rate matching the most recently posted monthly rate at LAIF (currently 3.826%). As LAIF resets their monthly rate, we adjust ours. We've been doing this since August 2016 and will continue to match LAIF. Five Star Bank can provide HVLCSD with easier access to their funds (24 hours a day, 7 days a week), later availability than LAIF for outgoing wires (2:30pm vs. 10am) and more frequent compounding of interest (monthly vs. quarterly). In keeping with the three priorities for public funds – Safety, Liquidity, and Yield – we can offer the District this interest-bearing public money market account in a fully collateralized or fully FDIC insured public money market account. The collateral is supported by California Government Code Section 53630 to ensure that the District's funds are fully collateralized and kept safe per state law.

Five Star Bank is a member of IntraFi and offers FDIC Insured Cash Sweep accounts, which provides FDIC insurance up to $200MM. With IntraFi Cash Service (ICS), HVLCSD can enjoy the safety and simplicity that come with access to multi-million-dollar FDIC insurance through a single bank relationship.

IntraFi | ICS

- ***Peace of Mind*** **|** Rest assured knowing that funds are eligible for FDIC insurance protection in amounts well into the millions, all backed by the full faith and credit of the federal government. And since deposit accounts are not subject to floating net asset values, you can feel secure knowing that market volatility will not negatively affect principal.
- ***Interest*** **|** Put cash balances to work in money market deposit accounts.
- ***Liquidity*** **|** Enjoy access to funds placed through ICS into money market deposit accounts.
- ***Time Savings*** **|** Work directly with just us—a bank you know and trust—to access multi-million dollar FDIC insurance and forego the need to track collateral on an ongoing basis, or to manually consolidate statements and disbursements from multiple banks.
- ***Community Support*** **|** Feel good knowing that the full amount of funds placed through ICS can stay local to support lending opportunities that build a stronger community.
- ***How Does ICS Work?*** Five Star Bank, like other institutions that offer ICS, are members of the IntraFi network. When we place your deposit through ICS, that deposit is divided into amounts under the standard FDIC insurance maximum of $250,000. The amounts are then placed into deposit accounts at multiple FDIC insured banks. As a result, you can access FDIC coverage from many institutions while working directly just with us. Receive one statement from our bank and access key details about your accounts online, 24/7. And, as always, know that your confidential information is protected.

Aside from Five Star Bank's Public Money Market Account and ICS Account, the Bank offers competitively priced Certificate of Deposits (CDs) that can be used for short-term investment options. CDs are a bank product and as such Five Star Bank strictly adheres to the California Government Code as a trusted financial institution holding public funds on deposit subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California. Five Star Bank follows and adheres to the applicable laws surrounding banking services for public entities in California.

Direct Deposit Relationship – State of California and Local Agency Investment Fund (LAIF) and California Cooperative Liquid Assets Securities System (California CLASS): The institution must be an approved State of California Depository and be able to process payments from these institutions.

Five Star Bank is not one of the seven State of California Depository banks. Though this does not limit the ability of Five Star Bank to serve HVLCSD as we are currently serving the banking needs of over 125 public entities all throughout the state. Operationally, this does not impair the daily banking capabilities of Five Star Bank. These seven State of California Depository banks serve the banking needs of the State of California and as such does not impact Five Star Bank's ability to serve our public entity clients. Furthermore, we can send and receive funds from LAIF and CLASS to fully service the banking needs of the District without interruptions which is a practice many of our clients perform today.

The Institution must have at least one full-size branch or main office within Lake County, California, or, in the alternative, provide a secure courier service capable of fulfilling all cash management and deposit requirements specified in this RFP.

Despite Five Star Bank not having a full-service branch or main office in Lake County, Five Star Bank can completely service the banking needs of the District. For check deposits, the Bank will provide HVLCSD a Remote Deposit Capture machine to electronically deposit any checks. With respect to the cash needs of the District, Five Star Bank will work with Garda, an armored carrier service, to meet the cash deposit needs of the District. Additionally, change orders can be placed through Garda to service the petty cash needs of the District. These services not only provide operational efficiencies by saving staff time from going to the Bank for these deposits. They also reduce liability to the District by not exposing staff to any potential threats associated with transporting cash to a local bank. Utilizing an armored carrier service improves operational efficiency, reduces risk exposure, and will be included in the District's account analysis structure to minimize the fiscal impact of armored carrier services while fully satisfying the RFP's alternative requirement.

The Institution must be qualified depository of public funds in compliance with Section 53649 of the California Government Code.

Five Star Bank follows and adheres to the applicable laws surrounding banking services for public entities in California and is in compliance with California Government Code.

The investment activities of the District will in no way be affected by the appointment of an Institution to handle the District's regular demand account.

Five Star Bank can provide the regular demand accounts needed for the District's day-to-day banking needs. These accounts do not affect the investment activities of HVLCSD.

Account Manager Information

ACCOUNT MANAGER INFORMATION

Five Star Bank has extensive experience working with public entity clients across the entire state of California. Reagan Ballo, Brittany Silveira, and Edward Grogg will respond directly to Hidden Valley Lake Community Service District for any day-to-day banking requests and service needs.

Reagan Ballo, SVP/Managing Director of Government Banking at Five Star Bank, reports directly to our EVP/Chief Banking Officer, Mike Rizzo. The District will have direct access to their dedicated banker, Reagan, and his team with knowledge in government banking at all times. Here at Five Star Bank, we pride ourselves on service and execution, ensuring that our clients' needs are consistently met. As the District evolves and grows over time, Reagan along with the entire Government Team will serve as the primary point of contact for the discussion and implementation of new banking products and services. Reagan and team are here to be a banking resource for the District throughout the entirety of the District's banking relationship with Five Star Bank, ensuring that there is a continuous and constant point of contact at Five Star Bank. Your Five Star Bank team will conduct an annual review of services with the District to ensure that your banking practices remain optimized, efficient, and relevant. Again, there is an entire government team at Five Star Bank ready to support the District for all their banking needs.



REAGAN BALLO, CTP

SVP / Managing Director of Government Banking
rballo@fivestarbank.com | 916.660.5752

Reagan is your primary point of contact at Five Star Bank, serving as your internal advocate and managing every product, service, and team member involved in your banking experience.

Reagan Ballo joined Five Star Bank in 2018 and serves as Senior Vice President / Managing Director of Government Banking. In this role, he leads the bank's government banking efforts and assists government banking clients throughout California. Mr. Ballo is a Certified Treasury Professional through the Association for Financial Professionals. He attended the University of California, Davis and graduated with a Bachelor of Science in Managerial Economics and a minor in Contemporary Leadership.



BRITTANY SILVEIRA

VP / Treasury Solutions Advisor
bsilveira@fivestarbank.com | 530.924.5127

Brittany is your expert in treasury solutions and will ensure your onboarding is swift, seamless and efficient.

Brittany Silveira joined Five Star Bank in 2021 as Assistant Vice President / Relationship Manager. She soon transitioned to her current role of Vice President, Treasury Solutions Advisor. Ms. Silveira is actively involved with the Chico Chamber of Commerce's Young Professionals Organization and is a graduate of California State University, Chico with a degree in Business Management. She helps our clients streamline their banking processes and add efficiencies that save them time and money.



EDDIE GROGG

AVP / Relationship Manager
egrogg@fivestarbank.com | 916.306.1348

Eddie will be your day-to-day banker setting up your accounts, providing transaction support, and your "go-to" for any operational questions.

Eddie Grogg joined Five Star Bank in 2018 and currently serves as AVP/Relationship Manager. Previously, he headed up the Bank's corporate credit card program as our Credit Card Product Manager. In his current role, he focuses on assisting public entity clients all throughout the state of California. He attended the University of Oregon and graduated with a Bachelor of Science in Economics.

Once the RFP has been awarded, the Bank will schedule an in-depth Discovery Meeting with your team and Brittany Silveira, VP/Treasury Solutions Advisor, to ensure that all online banking capabilities have been appropriately identified, and any additional services that the District may need have been discussed to properly meet your needs. Brittany will create a personalized implementation schedule with your team to ensure all District priorities are met, go live dates are understood, and proper meeting accommodations can be made; whether in-person, ZOOM, or over the phone. We will work closely with you every step of the way to create a smooth transition to Five Star Bank. We will provide training and testing to ensure that the determined go live date has a successful deployment, and the transition occurs as planned based upon the District's preferred time schedule. Five Star Bank is happy to accommodate the District's timing and will customize dates appropriately. Five Star Bank will work with the appropriate and designated District staff during this transition process and we look forward to meeting the District's team.

A typical conversion timeframe consists of approximately a 6–8-week process. Though factors that could impact the conversion period are the following but are not limited to staffing resources of the District, timeliness of returning transition deliverables from District staff, third party shipping delays, and federal holidays. We will consider these factors that could impact the timing of the conversion process and create a timeframe that allows for a successful go live date.

Transition Deliverables and Documentation:

- Contract for Deposit of Monies – To be completed and signed by HVLCSD
- Signature Letter – To be completed and signed by HVLCSD
- Cash Management Agreement – To be completed and signed by HVLCSD
- Armored Carrier Services Agreement – To be completed and signed by HVLCSD
- Remote Deposit Capture – To be delivered to HVLCSD by Five Star Bank
- Check Stock, Deposit Slips, and Banking Supplies – To be delivered to HVLCSD by Five Star Bank
- Online Training – To be scheduled and provided by Five Star Bank

We understand that transitioning to a new bank takes time. As such, we will not charge any set-up fees for the accounts and treasury services, and we will provide the District with up to two (2) complimentary check scanners for the Remote Deposit Service (a value of approximately $1,500) along with the initial supply of check stock, deposit tickets and endorsement stamps as required to get started with your new Five Star Bank accounts.

Relevant Experience and Qualifications

RELEVANT EXPERIENCE AND QUALIFICATIONS

Describe the experience of the Institution in providing similar banking services for governmental entities.

The Bank's Government Team knows cost-effective banking services are critical to safeguarding public funds, managing liquidity and maximizing return. We also know our clients depend on our speed to serve. Five Star Bank employs a high-tech/high-touch approach to business banking, providing clients with consistent, direct access to their dedicated banker at all times. You deserve a banking partner you can call directly, who knows your name and District, and who is an advocate for you and those you serve. Our relationship-based banking model ensures direct access to trusted and knowledgeable bankers, prioritizing dedicated, personalized service over impersonal general 1-800 service lines. We consistently communicate with our clients to see how we can best serve them and communicate when new treasury tools become available to share how they can bring about operational efficiencies. Our commitment to our public sector clients goes beyond simply providing banking services. As a long-time partner for many government clients, we understand their unique financial challenges. Five Star Bank is a proud platinum level business affiliate sponsor of the California Special District's Association and is keenly knowledgeable of the nuances involved in providing banking services to public entities. We are privileged to work with over 125 public agency clients, of which the majority are special districts and 20 are community service districts. Our public sector clients total over $1.3 billion of public funds on deposit as of March 31, 2026. Five Star Bank strictly adheres to the applicable laws surrounding banking services for public entities in California Government Code as a trusted financial institution holding public funds on deposit subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California.

Describe the banking institution's ability to collateralize all collected balances, more than the balances insured by the Federal Deposit Insurance Corporation (FDIC), as required by the California Government Code.

Our collateralization policy strictly adheres to the California Government Code as a trusted financial institution holding public funds on deposit subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California. Five Star Bank follows and adheres to the applicable laws surrounding banking services for public entities in California.

Include a copy of the most recent audited annual financial statement and the latest 10-K report with the proposal.

A copy of the most recent audited annual financial statement and the latest 10-K report is included with this proposal.

Proved ratings for the Institution and/or bank holding company from two agencies: Standard & Poor's, Moody's and/or other established banking institution-rating agency. If the proposer is not rated by two of these rating organizations, provide other evidence of the institution's credit quality.

Credit Rating:

- Five Star Bancorp: Kroll Bond Rating Agency (KBRA) assigned a senior unsecured debt rating of BBB, a subordinated debt rating of BBB-, and a short-term debt rating of K3. Egan-Jones assigned a subordinated debt rating of A.
- Five Star Bank: Kroll Bond Rating Agency (KBRA) assigned a senior unsecured debt rating of BBB+, a subordinated debt rating of BBB, and a short-term debt rating of K2. Egan-Jones assigned a subordinated debt rating of A-.
- Bauer Financial: 5 Stars (out of 5) (see appendix)
- Findley Report: Super Premier Performance
- IDC Financial: Superior Rating (see appendix)
- CRA Rating: Satisfactory (CRA Performance Evaluation was conducted by the FDIC, Division of Depositor and Consumer Protection on July 22, 2024).

References

REFERENCES

Nipomo Community Services District
Raymond Dienzo, General Manager
E: rdienzo@ncsd.ca.gov
O: (805) 929-1133
Annual Revenue: Approximately $16 million
Annual Expenses: Approximately $13 million

Twain Harte Community Services District
Tom Trott, General Manager
E: ttrott@twainhartecsd.com
O: (209) 586-3172
Annual Revenue: Approximately $6 million
Annual Expenses: Approximately $5 million

San Miguel Community Services District
Kelly Dodds, General Manager
E: kelly.dodds@sanmiguelcsd.org
O: (805) 467-3388
Annual Revenue: Approximately $4 million
Annual Expenses: Approximately $3 million

Amador Water Agency
Karen Gish, HR/Risk Management Manager
E: kgish@amadorwater.org
O: (209) 257-5234
Annual Revenue: Approximately $23 million
Annual Expenses: Approximately $18 million

Valley of the Moon Water District
Matt Fullner, General Manager
E: mfullner@vomwd.org
O: (707) 996-1037
Annual Revenue: Approximately $10 million
Annual Expenses: Approximately $7 million

"Valley of the Moon Water District began working with Reagan and the team at *Five Star Bank* approximately one year ago, and the experience has been nothing short of a game-changer for our organization. Since transitioning to Five Star Bank, we have realized several meaningful improvements, including:

- Higher yields on our savings, which have allowed us to move to an armored cash service in a cost-neutral manner, enhancing safety for our staff while improving the security of our customers' funds;
- Improved internal controls through the implementation of a daily account sweep, providing clearer visibility into balances and supporting compliance with our financial policies;
- Enhanced fraud protection through Five Star Bank's Positive Pay services, which safeguard against both check and ACH fraud and demonstrate a strong commitment to financial security;
- Expanded in-house capabilities with the addition of two check scanners, enabling more secure, efficient processing and built-in redundancy (with training included);
- A seamless transition from our prior bank, managed professionally by a knowledgeable, responsive, and customer-focused Five Star Bank team; and
- Clear, proactive communication, with regular updates from Reagan regarding rate changes and other relevant information, ensuring we are always well informed.

Overall, I cannot say enough about the high level of professionalism, responsiveness, and genuinely friendly customer service provided by Reagan and the Five Star Bank team. We are extremely pleased with our decision to move our banking relationship to Five Star Bank and would confidently recommend them to other public agencies and organizations."

MATTHEW FULLNER
General Manager
Valley of the Moon Water District

"Switching to *Five Star Bank* is one of the best decisions we've made as a district. Transition can be daunting, but Five Star's excellent and personal customer service made it easy. Through this banking model, Five Star has helped us put more dollars back in our community so we can efficiently provide the services that matter most."

TOM TROTT
General Manager
Twain Harte Community Services District

Fee Proposal

FEE PROPOSAL

Five Star Bank has the technical capabilities to process the payable and receivable needs of HVLCSD. The Bank can handle the check deposit and cash deposit needs of the District while also providing efficient methods for vendor payments and payroll.

The Bank is proposing that the District utilize an analyzed public checking account for its operating account needs. The current Earnings Credit Rate on the Bank's analysis account is 1.00%. The Earnings Credit Rate of 1.00% will be fixed for the duration of the five-year agreement with HVLCSD. Included on the following pages are prepared analysis proforma's based upon the statements provided by HVLCSD.

For the three months of analysis statements provided, HVLCSD paid Westamerica Bank $1,066.47 in banking fees. In comparison to those same months of bank activity HVLCSD would have paid Five Star Bank $96.54 in banking fees which includes the cost of the added service of a weekly armored carrier pickup by Garda. Resulting in a $969.93 direct cost savings to HVLCSD, which does not factor in the value of reducing exposure to liability by no longer taking cash into the local bank. Nor does this analysis include the operational efficiency and time savings of being able to service all deposit needs from the District's office.

Furthermore, Five Star Bank is pleased to offer HVLCSD the following:

- A public money market account that matches the most recently published monthly rate at LAIF currently paying 3.826% as of 4/30/2026* – The rate is reset each month to match the most recently published monthly LAIF rate. Interest is compounded daily and posted at the end of the month.

*** Variable deposit rates are subject to change at any time based on market and other conditions.

- An extensive suite of treasury services to help you efficiently manage your banking needs. Including Online Banking with enhanced reporting, ACH Origination, Wire Transfers, Positive Pay with Payee Validation, ACH Positive Pay, Account Reconciliation, Remote Deposit Capture (RDC), Corporate Credit Cards, and Armored Carrier Services.
- Five Star Bank will provide your initial order of checks, deposit slips, and endorsement stamps at no charge. Five Star Bank will also provide up to two complimentary check scanner(s) for RDC transactions.

We understand that transitioning to a new bank takes time. For this reason, we will waive the first 90 days of account analysis fees to allow HVLCSD time to transfer the District's accounts and services to the Bank. All 3rd Party one-time/installation/ set-up fees will be put into suspense and will be allocated to the account analysis account on the 4th month.

Included below is our treasury summary of fees schedule. The treasury summary of fees schedule is subject to change at any time based on market and other conditions.

Service Type	Fee per Month	Service Type	Fee per Item
Bank Administration Fee Annual Rate	.0010*	On-Us Checks Deposited	$0.15
Account Maintenance	$15.00	Transit Checks Deposited	$0.15
ACH Filter	$10.00	Branch Deposit	$1.25
Cash Management	$25.00	RDC Deposit	$1.00
RDC Monthly Fee	$25.00	Cash Deposit (per $100)	$.12
Positive Pay	$15.00	Mobile Deposit	No Fee
Bill Pay	$5.00	Cash Paid-Out	No Fee
Integrated Payables	TBD**	Checks Paid	$0.18
Lock Box Services	TBD**	ACH Debit(s)	$0.15
Armored Car Services	TBD**	ACH Credit(s)	$0.15
Mission Courier Services	TBD**	ACH Batch Originated	$2.50
Five Star Bank Courier Services	TBD**	Returned Deposited Items	$10.00
		Stop Payments	$20.00
		Incoming Wire	$10.00
		Outgoing Domestic Wire	$15.00
		Outgoing International Wire	$20.00
		Official Check	$5.00

* Fee is calculated on the average daily ledger balance during the statement cycle.
**Fees are assessed/negotiated by third party provider.

Hidden Valley Lake Community Services District
19400 Hartmann Road
Hidden Valley Lake, CA 95467

Statement Period: 12/31/2025
Business Development Officer: Reagan Ballo
Treasury Solutions Advisor: Brittany Silveira

Pro Forma Analysis Statement

Balance Details	Five Star Bank	Westamerica Bank
Average Ledger Balance	$1,256,572.90	$1,256,572.90
Less Required Reserves	$0.00	$0.00
Less Average Daily Float	$0.00	$6,569.74
Net Investible Balance	$1,256,572.90	$1,250,003.16
Earnings Credit	1.00%	0.20%
Days In Period	31	31
Current Period Earnings Credit	$1,067.23	$212.32
Less Total Analysis Activity Charges	$822.12	$578.71
Net Analysis Position	$245.11	$-366.38

Proforma Details

Depository Services	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Account Maintenance - Monthly	1	$15.00	$15.00	$19.00	$19.00
ACH Credit	95	$0.15	$14.25	$0.20	$19.00
Bank Administration Fee Annual Rate	1	$106.16	$106.16	$146.69	$146.69
Branch Deposit - Per Deposit	21	$1.25	$26.25	$1.40	$29.40
Cash Deposit - Per $100	11590	$0.00	$13.91	$0.00	$15.07
Check Deposit (On Us) - Per Item	82	$0.15	$12.30	$0.15	$12.30
Check Deposit (Transit) - Per Item	419	$0.15	$62.85	$0.15	$62.85
Check Paid - Per Item	88	$0.18	$15.84	$0.20	$17.60
Return Deposit - Per Item	1	$10.00	$10.00	$0.00	$0.00
Subtotal: Depository Services			**$276.56**		**$321.91**

Commercial Online Banking	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Commercial Bill Pay - Monthly	1	$5.00	$5.00	$0.00	$0.00
Commercial Dvd	1	No Charge	$0.00	$50.00	$50.00
Commercial Dvd Items	88	No Charge	$0.00	$0.04	$3.52
Commercial Online Banking - Monthly	1	$25.00	$25.00	$20.00	$20.00
Onsite Banker Plus Items	7	No Charge	$0.00	$0.04	$0.28
Onsite Banker Plus Items	200	No Charge	$0.00	$0.05	$10.00
Subtotal: Commercial Online Banking			**$30.00**		**$83.80**

ACH	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
ACH Origination Return Item	2	No Charge	$0.00	$12.00	$24.00
Onsite Banker Plus ACH Itm 1-100	100	No Charge	$0.00	$0.25	$25.00
Onsite Banker Plus ACH Itm101-500	78	No Charge	$0.00	$0.20	$15.60
Onsite Banker Plus ACH Origination	1	No Charge	$0.00	$20.00	$20.00
Onsite Banker Plush ACH Files	3	No Charge	$0.00	$8.00	$24.00
Subtotal: ACH			**$0.00**		**$108.60**

Positive Pay	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Positive Pay - Monthly	1	$15.00	$15.00	$60.00	$60.00
Positive Pay Items	88	No Charge	$0.00	$0.05	$4.40
Subtotal: Positive Pay			**$15.00**		**$64.40**

Armored Carrier - Garda	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Transportation – 1x Weekly Pickups (Thursday)	1	$500.00	$500.00	$0.00	$0.00
Subtotal: Armored Carrier			**$500.00**		**$0.00**

Min. Balance Required to Offset All Costs $967,977.65

The proposed pricing included in this proforma analysis statement will terminate if this proposal is not accepted within 90 days of 03/30/2026.

Hidden Valley Lake Community Services District
19400 Hartmann Road
Hidden Valley Lake, CA 95467

Statement Period: 1/31/2026
Business Development Officer: Reagan Ballo
Treasury Solutions Advisor: Brittany Silveira

Pro Forma Analysis Statement

Balance Details	Five Star Bank	Westamerica Bank
Average Ledger Balance	$1,094,849.55	$1,094,849.55
Less Required Reserves	$0.00	$0.00
Less Average Daily Float	$0.00	$3,426.84
Net Investible Balance	$1,094,849.55	$1,091,422.71
Earnings Credit	1.00%	0.20%
Days In Period	31	31
Current Period Earnings Credit	$929.87	$185.39
Less Total Analysis Activity Charges	$772.28	$526.87
Net Analysis Position	$157.59	$-341.48

Proforma Details

Depository Services	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Account Maintenance - Monthly	1	$15.00	$15.00	$19.00	$19.00
ACH Credit	93	$0.15	$13.95	$0.20	$18.60
Bank Administration Fee Annual Rate	1	$92.70	$92.70	$127.79	$127.79
Branch Deposit - Per Deposit	19	$1.25	$23.75	$1.40	$26.60
Cash Deposit - Per $100	8975	$0.00	$10.77	$0.00	$11.67
Check Deposit (On Us) - Per Item	80	$0.15	$12.00	$0.15	$12.00
Check Deposit (Transit) - Per Item	382	$0.15	$57.30	$0.15	$57.30
Check Paid - Per Item	64	$0.18	$11.52	$0.20	$12.80
Subtotal: Depository Services			**$236.99**		**$285.76**

Commercial Online Banking	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Commercial Dvd	1	No Charge	$0.00	$50.00	$50.00
Commercial Dvd Items	64	No Charge	$0.00	$0.04	$2.56
Commercial Online Banking - Monthly	1	$20.00	$20.00	$20.00	$20.00
Onsite Banker Plus Items	183	No Charge	$0.00	$0.05	$9.15
Subtotal: Commercial Online Banking			**$20.00**		**$81.71**

ACH	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
ACH Origination Return Item	1	No Charge	$0.00	$12.00	$12.00
Onsite Banker Plus ACH Itm 1-100	100	No Charge	$0.00	$0.25	$25.00
Onsite Banker Plus ACH Itm101-500	76	No Charge	$0.00	$0.20	$15.20
Onsite Banker Plus ACH Origination	1	No Charge	$0.00	$20.00	$20.00
Onsite Banker Plush ACH Files	3	No Charge	$0.00	$8.00	$24.00
Subtotal: ACH			**$0.00**		**$96.20**

Positive Pay	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Positive Pay - Monthly	1	$15.00	$15.00	$60.00	$60.00
Positive Pay Items	0	No Charge	$0.00	$64.00	$3.20
Subtotal: Positive Pay			**$15.00**		**$63.20**

Armored Carrier - Garda	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Transportation – 1x Weekly Pickups (Thursday)	1	$500.00	$500.00	$0.00	$0.00
Subtotal: Armored Carrier			**$500.00**		**$0.00**

Min. Balance Required to Offset All Costs $909,297.43

The proposed pricing included in this proforma analysis statement will terminate if this proposal is not accepted within 90 days of 03/30/2026.

Hidden Valley Lake Community Services District
19400 Hartmann Road
Hidden Valley Lake, CA 95467

Statement Period: 2/28/2026
Business Development Officer: Reagan Ballo
Treasury Solutions Advisor: Brittany Silveira

Pro Forma Analysis Statement

Balance Details	Five Star Bank	Westamerica Bank
Average Ledger Balance	$911,332.94	$911,332.94
Less Required Reserves	$0.00	$0.00
Less Average Daily Float	$0.00	$5,437.96
Net Investible Balance	$911,332.94	$905,894.98
Earnings Credit	1.00%	0.20%
Days In Period	28	28
Current Period Earnings Credit	$699.10	$138.98
Less Total Analysis Activity Charges	$795.64	$497.59
Net Analysis Position	$-96.54	$-358.61

Proforma Details

Depository Services	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Account Maintenance - Monthly	1	$15.00	$15.00	$19.00	$19.00
ACH Credit	92	$0.15	$13.80	$0.20	$18.40
Bank Administration Fee Annual Rate	1	$69.91	$69.91	$106.31	$106.31
Branch Deposit - Per Deposit	19	$1.25	$23.75	$1.40	$26.60
Cash Deposit - Per $100	10376	$0.00	$12.45	$0.00	$13.49
Check Deposit (On Us) - Per Item	72	$0.15	$10.80	$0.15	$10.80
Check Deposit (Transit) - Per Item	381	$0.15	$57.15	$0.15	$57.15
Check Paid - Per Item	71	$0.18	$12.78	$0.20	$14.20
Subtotal: Depository Services			**$215.64**		**$265.95**

Commercial Online Banking	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Commercial Dvd	1	No Charge	$0.00	$50.00	$50.00
Commercial Dvd Items	71	No Charge	$0.00	$0.04	$2.84
Commercial Online Banking - Monthly	1	$20.00	$20.00	$20.00	$20.00
Onsite Banker Plus Items	189	No Charge	$0.00	$0.05	$9.45
Subtotal: Commercial Online Banking			**$20.00**		**$82.29**

ACH	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Onsite Banker Plus ACH Itm 1-100	100	No Charge	$0.00	$0.25	$25.00
Onsite Banker Plus ACH Itm101-500	84	No Charge	$0.00	$0.20	$16.80
Onsite Banker Plus ACH Origination	1	No Charge	$0.00	$20.00	$20.00
Onsite Banker Plush ACH Files	3	No Charge	$0.00	$8.00	$24.00
Subtotal: ACH			**$0.00**		**$85.80**

Positive Pay	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Positive Pay - Monthly	1	$15.00	$15.00	$60.00	$60.00
Positive Pay Items	71	No Charge	$0.00	$0.05	$3.55
Subtotal: Positive Pay			**$15.00**		**$63.55**

Armored Carrier - Garda	Activity	Five Star Bank Unit Price	Five Star Bank Activity Charge	WA Bank Unit Price	WA Bank Activity Charge
Transportation – 1x Weekly Pickups (Thursday)	1	$500.00	$500.00	$0.00	$0.00
Subtotal: Armored Carrier			**$500.00**		**$0.00**

Min. Balance Required to Offset All Costs $1,037,175.14

The proposed pricing included in this proforma analysis statement will terminate if this proposal is not accepted within 90 days of 03/30/2026.

Additional Services

ADDITIONAL SERVICES

Corporate Card/Purchasing Card Features and Benefits.

Our Corporate Card is a secure and convenient payment solution for business expenditures, including travel and entertainment expenses. It is a powerful cash management tool for routine purchases and procurement with advanced controls to help streamline your invoice payment processes.

Card benefits include:

- Robust Online Portal: Real-time online card management tool to manage issued cards. Card management options include card issuance/cancellation, limit changes, Merchant Category Code (MCC) restrictions, balance and transaction reporting, and online statements.
- **Multiple Card Types Available**
  - Card-in-hand: Physical cards issued to each card holder for purchases.
  - Ghost Cards: A secure non-plastic card type that can be used to assign a designated card number to a department, function/purpose or vendor name for repetitive subscription payments, card on file payments, online and telephone payments.
  - Virtual Cards: A secure non-plastic card type that secures your account information via a unique one-time use card number for payment to a specified merchant/supplier for a specified amount. Once the virtual card number is used, it expires.
- Complimentary Online Expense Management Application – Available for card transactions, employee personal expenses, and mileage reimbursements. GL mapping and configurable extract files are available to automate the posting of transactions to your financial accounting system.
- Alerts and Control Notifications – Receive real-time card balance and transaction alerts via text and/or email.
- Cash Incentive Rebate Available – A cash rebate option up to 1% is available on qualified purchases. Rebates are automatically credited to your Five Star Bank account the following year in January (as seen on the page below).
- No Annual Fee – No annual fee is assessed
- Interest – Interest will not be charged on purchases when you pay your entire statement balance by the due date each month.
- Mastercard Benefits – Includes comprehensive travel benefits and MasterCoverage® liability protection program.
- Local Underwriting – All credit limits and limit changes are underwritten and approved in-house by Five Star Bank.

Corporate Card/Purchasing Card Sample Program Disclosure

PURCHASING CARD
ANNUAL REBATE PROGRAM DISCLOSURE

The terms associated with your **Purchasing Card Annual Rebate Program** are summarized below. All terms and conditions of the Purchasing Card Account Agreement remain in full force and effect.

PROGRAM SUMMARY

For the purposes of this disclosure, Five Star Bank may be referred to as "we," "us," or "our" and **[Customer Name]** and its Authorized Users may be referred to as "you," "your," or "yours."

PROGRAM ELIGIBILITY If you are approved to participate in the Annual Rebate Program, your Account will be automatically enrolled. Your Purchasing Card Account must remain open to future transactions and your Five Star Bank deposit account and over-all Five Star Bank relationship; including but not limited to, deposit accounts, loans, lines of credit, letters of credit, and other Bank services must also be open, active, and maintained in good standing to receive the Rebate. **A Minimum of $25,000 Qualified Net Purchase Activity is required during the Rebate Period to participate in the Program.**

REBATE You can earn a rebate for each $1.00 of Net Purchases (defined below) posted to your Purchasing Card Account. You are solely responsible for any taxes that may be owed as a result of receiving a Rebate.

Rebate Tiers Five Star Bank offers a rebate based on annual Qualified Net Purchase volume as follows:

Qualified Net Purchase Activity	Rebate %
$25,000 - $250,000	0.25%
$250,001 - $750,000	0.50%
$750,001 and over	1.00%

FORFEITURE If the Purchasing Card Account or your deposit account is closed for any reason, enrollment in the Purchasing Card Annual Rebate Program will be terminated and any accumulated Rebate(s) that have not already been credited to your deposit account will be forfeited. Additionally, you will no longer be eligible to earn or otherwise participate in the Annual Rebate Program.

REBATE PERIOD The Rebate Period begins once you are enrolled into the Annual Rebate Program and after your first Purchasing Card transaction. The Rebate Period ends on December 31st each year and resumes at the beginning (January 1) of the next year, ending again on December 31st of subsequent years.

QUALIFIED NET PURCHASE ACTIVITY You will earn a Rebate for each one dollar ($1.00) of all new retail purchases **less** credits, returns and adjustments ("Net Purchases") charged in the Rebate Period made by you using the Purchasing Card.

Page 1 of 2 (continued)

The following are **not** considered **Qualified Net Purchase Activity**:

- Balance Transfers
- Cash advances
- Cashier's checks
- Money Orders
- Convenience checks
- Gift cards
- Prepaid cards
- ATM cash disbursements
- Purchases of foreign currency
- Returns and Credits
- Disputed charges (pending investigation)
- Unauthorized/Fraudulent transactions
- Fees
- Loan Payments
- Interest charges

ANNUAL REBATE DISBURSEMENT Five Star Bank will post your Rebate earnings by the last day of January, following the Rebate Period. Rebates will be posted to your Five Star Bank deposit account based on your Net Purchases from the preceding year. There is no minimum or maximum Rebate you may earn. Rebates earned will be paid in U.S. Dollars and rounded to the nearest cent.

AMENDMENTS and TERMINATION Five Star Bank may change or terminate the Program or the amount of the Rebate in its discretion at any time with or without prior notice except where required by law. Five Star Bank also reserves the right, at its sole discretion, to disqualify **[Customer Name]** and its Authorized Users from receiving Rebates and to forfeit any and all Rebates earned but not yet paid for abuse, fraud, or any violations of these terms, the Purchasing Card Account Agreement terms and conditions, or your deposit account agreement terms.

DISPUTES If you dispute any aspect with respect to your Purchasing Card Annual Rebate Program, including a dispute regarding the Rebates earned or deposited, you must notify us within sixty (60) days of the date of the Annual Rebate Disbursement, in writing at:

Five Star Bank
Attn: Credit Card Operations
2240 Douglas Blvd, Suite 100
Roseville, CA 95661
creditcardops@fivestarbank.com
Toll Free: (800) 416-6117

If you do not properly notify us in this timeframe, we will have no obligation to you to adjust any error.

SIGNATURES

I (we) hereby affirm that I have reviewed and agree to the above stated Purchasing Card Annual Rebate Program terms. By signing below, I authorize Five Star Bank to issue a rebate based on the terms above on an annual basis.

Signature	Date	Signature	Date

Thank You

Thank you for the opportunity to share Five Star Bank's story and extensive capabilities with you. It would be our privilege to serve you.

Please contact SVP / Managing Director of Government Banking, Reagan Ballo, CTP directly at 916.660.5752.

FIVE STAR BANK

www.fivestarbank.com

NASDAQ: FSBC

Appendix

Bank LLAMAS Report Bundle

Includes:
Summary Report
&
Analytical Report



BauerFinancial.com

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Bank Summary Report

Five Star Bank
Roseville, CA
(FDIC Cert.#35361)

Rated 5-Stars as of 2/26/2026 based on financial data as of 12/31/2025

BauerFinancial.com



Bank and Credit Union data compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. BauerFinancial relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial, Inc. is not a financial advisor; it is an independent bank research firm. BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.

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BauerFinancial Inc.
P.O. Box 143520
Coral Gables, Florida 33114-3520
800.388.6686 * FAX 800.230.9569
customerservice@bauerfinancial.com

This Bank Summary Report was compiled from financial data as reported to federal regulators. Although the financial data obtained from these sources is consistently reliable, the accuracy and completeness of the data cannot be guaranteed by BauerFinancial Inc.

Definitions:

Stars	BauerFinancial's proprietary rating. (See below.)
Total Assets	Anything of value owned by the bank.
Average Tangible Assets	Total average assets less intangible assets.
Tier 1 Capital	Per regulators, primarily stock + retained earnings - intangible assets
Leverage Capital Ratio	Tier 1 Capital divided by tangible assets. (Minimum regulatory requirement is 4%.)
CET 1 Ratio	Common Equity Tier 1 Capital divided by risk-weighted assets. (Minimum regulatory requirement is 4.5% - not reported by all banks effective 2020.)
Total Risk-based Ratio	Total net worth divided by risk-weighted assets. (Minimum regulatory requirement is 8%; not reported by all banks effective 2020.)
Profit (Loss)	Profit or loss for the period noted.
Return on Assets (ROA)	Annualized net income as a percent of average assets.
Return on Equity (ROE)	Annualized net income as a percent of average equity.
Delinquent Loans	Loans past due 90 days or more plus nonaccrual loans.
Other Real Estate Owned (Repos)	Real estate owned but not being used by the bank. Usually acquired via foreclosure.
Nonperforming Assets % Tangible Assets	Delinquent loans and other real estate owned as a percent of tangible assets.
Nonperforming Assets % Tier 1 Capital	Delinquent loans and other real estate owned as a percent of Tier 1 Capital.

Star Ratings:

BauerFinancial star ratings classify each institution based upon a complex formula factoring in current and historical data. The first level of evaluation is the capital level of the institution followed by other relevant data including, but not limited to: profitability, historical trends, loan delinquencies, repossessed assets, reserves, regulatory compliance, proposed regulations and asset quality. Negative trends are projected forward to compensate for the lag time in the data. BauerFinancial employs conservative measures when assigning these ratings and consequently our analysis may be lower than those supplied by other analysts or the institutions themselves. More than four decades of experience has shown this to be a prudent course of action. As a general guideline, however, the following groupings were used:

5-Stars	Superior. These institutions are recommended by ***Bauer***.
4-Stars	Excellent. These institutions are recommended by ***Bauer***.
3½-Stars	Good.
3-Stars	Adequate.
2-Stars	Problematic.
1-Star	Troubled.
Zero-Stars	Our lowest rating.
FDIC	Institution has failed or is operating under FDIC conservatorship.

BauerFinancial, Inc.
Bank Summary Report

Five Star Bank - Roseville, CA (FDIC Cert.#35361)

(916) 626-5000

www.fivestarbank.com

Five Star Bank was established in 1999 and has 9 branch(es).

CRA Rating: Satisfactory

Data as of:	**12/31/2025**	**09/30/2025**	**06/30/2025**	**03/31/2025**	**12/31/2024**
Bauer's Star Rating:	**5-Stars**	**5-Stars**	**5-Stars**	**5-Stars**	**5-Stars**
		Recommended for 53 consecutive quarters.			
Number of Employees	233	228	225	208	204
Total Assets:	$4,752.354	$4,639.784	$4,411.742	$4,243.340	$4,052.812
Average Tangible Assets:	$4,685.249	$4,504.211	$4,268.352	$4,104.102	$4,073.547
Tier 1 Capital:	$510.067	$495.722	$484.601	$472.723	$468.583
Leverage Capital Ratio:	10.89%	11.01%	11.35%	11.52%	11.50%
CET 1 Ratio:	11.89%	12.13%	12.29%	12.48%	12.61%
Total Risk-based Capital Ratio:	12.92%	13.15%	13.30%	13.50%	13.58%
Current Quarter's Profit (Loss):	$19.092	$17.794	$16.012	$14.435	$14.615
Year-to-date Profit (Loss):	$67.333	$48.241	$30.447	$14.435	$50.841
Profit (Loss) Previous Calendar Year	$50.841				
Profit (Loss) 2 Calendar Years Ago:	$52.636				
Return on Assets (annualized): (Tax equivalent for Sub S corporations.)	1.53%	1.50%	1.45%	1.41%	1.37%
Return on Equity (annualized): (Tax equivalent for Sub S corporations.)	14.16%	13.71%	13.14%	12.59%	12.44%
Delinquent Loans:	$3.096	$2.130	$2.278	$1.765	$1.798
Other Real Estate Owned:	$0.000	$0.000	$0.000	$0.091	$0.087
Nonperforming Assets % of Tangible Assets:	0.07%	0.05%	0.05%	0.05%	0.05%
Nonperforming Assets % of Tier 1 Capital:	0.61%	0.43%	0.47%	0.39%	0.40%

Bank and Credit Union data compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. BauerFinancial relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial, Inc. is not a financial advisor; it is an independent bank research firm. BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.

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BauerFinancial, Inc.
Bank Summary Report

Five Star Bank - Roseville, CA (FDIC Cert.#35361)

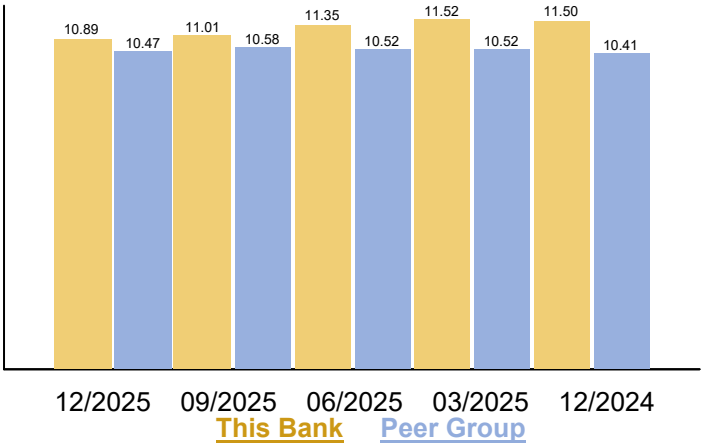
(916) 626-5000

www.fivestarbank.com

Five Star Bank was established in 1999 and has 9 branch(es).

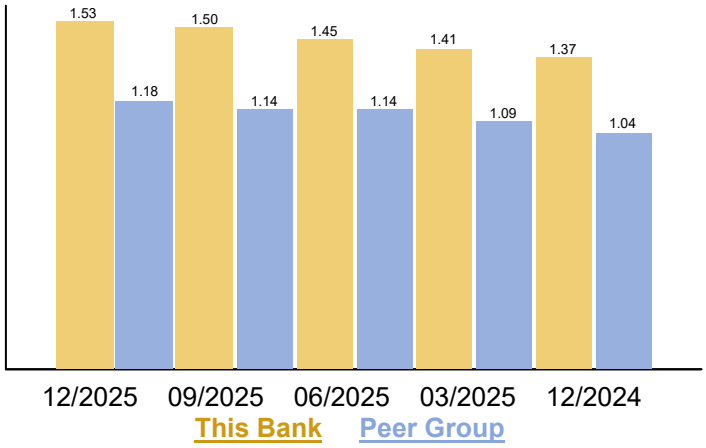
Leverage Capital Ratio

Min. for Adequately Capitalized is 4%



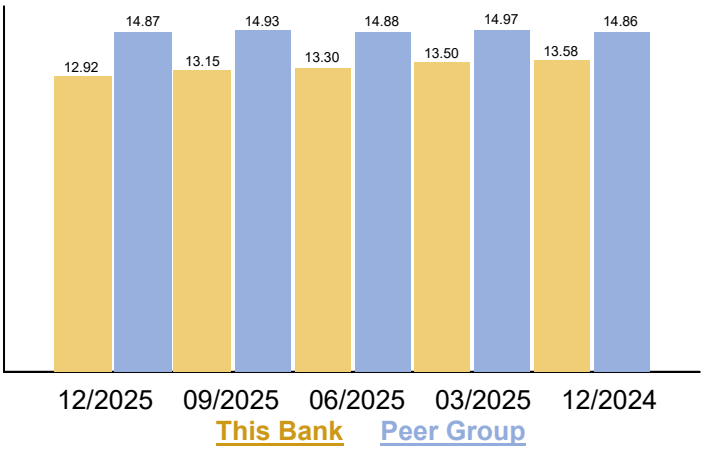
Return on Assets (annualized)

(Tax equivalent for Sub S corporations.)

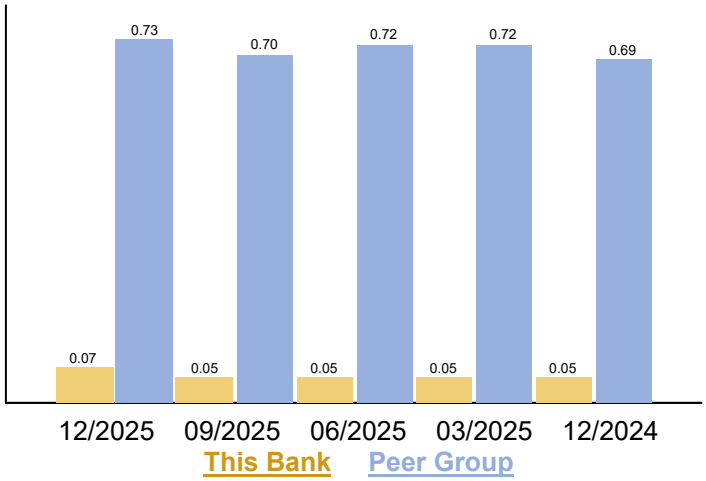


Risk-based Capital Ratio

(not available for all banks beginning March 2020 Data)



Nonperforming Asset % of Tangible Assets



Dollar amounts are in millions. For example, $12,345.678 represents $12 billion, 345 million, 678 thousand.

Peer Groups:

Group 1	Banks with: foreign and domestic offices; assets>=$100 bill; and/or adv. approach banks
Group 2	Assets >= $3 billion
Group 3	Assets >= $1 billion and < $3 billion
Group 4	Assets >= $300 million and < $1 billion
Group 5	Assets >= $100 million and < $300 million
Group 6	Assets < $100 million

Bank and Credit Union data compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. BauerFinancial relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial, Inc. is not a financial advisor; it is an independent bank research firm. BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.

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Bank Analytical Report

Five Star Bank
Roseville, CA
(FDIC Cert.#35361)

Rated 5-Stars as of 2/26/2026 based on financial data as of 12/31/2025
BauerFinancial.com



Bank and Credit Union data compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. BauerFinancial relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial, Inc. is not a financial advisor; it is an independent bank research firm. BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.

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Introduction

The financial data used to prepare this report, unless otherwise noted, was compiled from data reported to Federal Regulators**.** Although the information obtained from these sources is consistently reliable, the accuracy and completeness of this data cannot be guaranteed by BauerFinancial. In fact, an astute investor would agree, and experience has shown, that marginally performing institutions sometimes give themselves the benefit of the doubt when filing their reports. Our historical data helps us detect these variances.

STAR RATING SYSTEM

BauerFinancial's star ratings classify each institution based upon a complex formula factoring in current and historical data. The first step of evaluation is the capital level of the institution followed by other relevant data including, but not limited to: profitability, historical trends, loan delinquencies, repossessed assets, reserves, regulatory compliance, current and proposed regulations and asset quality. Negative trends are projected forward to compensate for the lag time in the data. BauerFinancial employs conservative measures when assigning these ratings and consequently our analysis may be lower than those supplied by other analysts or the institutions themselves. Four decades of experience has shown this to be a prudent course of action. As a general guideline, however, the following groupings were used:

5-Stars	Superior. These institutions are recommended by ***Bauer***.
4-Stars	Excellent. These institutions are recommended by ***Bauer***.
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3-Stars	Adequate.
2-Stars	Problematic.
1-Star	Troubled.
Zero-Stars	Our lowest rating.
FDIC	Institution has failed or is operating under FDIC conservatorship.

Peer Groups:

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Group 2	Assets >= $3 billion
Group 3	Assets >= $1 billion and < $3 billion
Group 4	Assets >= $300 million and < $1 billion
Group 5	Assets >= $100 million and < $300 million
Group 6	Assets < $100 million

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BauerFinancial, Inc.
Bank Analytical Report

Five Star Bank - Roseville, CA

Rated 5-Stars based on financial data as of 12/31/2025

A. Financial Statements as of 12/31/2025

Balance Sheet: ($ millions)

Assets:	
Cash & Due From Banks	$ 506.951
Securities & Fed Funds Sold	$ 96.888
Loans (net)	$ 4,030.520
Other Real Estate Owned	$ 0.000
Premises & Fixed Assets	$ 12.911
Investments in Subsidiaries	$ 0.000
Intangible Assets	$ 1.268
Other Assets	$ 103.816
Total Assets:	$ 4,752.354
Liabilities & Owner's Equity:	
Non-Interest Bearing Deposits	$ 1,093.142
Interest Bearing Deposits	$ 3,116.547
Fed Funds Purchased & Securities Sold w/ Repurchase Agreements	$ 0.000
Subordinated Debt	$ 0.000
Other Borrowed Money	$ 0.000
Other Liabilities	$ 41.597
Total Liabilities:	$ 4,251.286
Owner's Equity:	
Preferred Stock	$ 0.000
Common Stock & Surplus	$ 329.996
Retained Earnings	$ 180.216
Other Equity (Includes net unrealized gains/losses on AFS securities)	$(9.144)
Total Equity	$ 501.068
Total Liabilities and Equity:	$ 4,752.354

Year-to-Date Income Statement ($ millions)

Interest Income:	$ 250.903
Interest Expense:	$ 92.382
Net Interest Income:	$ 158.521
(plus) Non-Interest Income	$ 5.924
(plus) Gains (losses) Securities Transactions	$ 0.000
(minus) Non-Interest Expense	$ 63.149
(minus) Provisions	$ 9.700
(minus) Income Taxes	$ 24.263
(plus) Other Income (Expense)	$ 0.000
Net Year-to-date Income:	$ 67.333

Bank and Credit Union data compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. BauerFinancial relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial, Inc. is not a financial advisor; it is an independent bank research firm. BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.

BauerFinancial, Inc.
Bank Analytical Report
Five Star Bank - Roseville, CA

Rated 5-Stars based on financial data as of 12/31/2025

Year Established: 1999
Number of Branches: 9
Telephone Number: (916) 626-5000
WebSite:www.fivestarbank.com

B. CAPITAL ADEQUACY. In order to be classified as at least adequately capitalized, current regulatory capital requirements include a leverage capital ratio >= 4%, a Common Equity Tier 1 (CET1) Ratio >= 4.5%, a Tier 1 Risk- based Capital Ratio >= 6% AND a Total Risk-based Capital Ratio >= 8%. (Note: Certain well-capitalized banks are not required to report the data for the CET1 Ratio and Risk-based ratios; in those cases, you will see N.A.)

	This Bank	Peer Group
Leverage Capital Ratio:	10.89%	10.47%
CET1 Ratio:	11.89%	13.58%
Tier 1 Risk-based Capital Ratio:	11.89%	13.65%
Total Risk-based Capital Ratio:	12.92%	14.87%
Regulatory Capital Classification:	Well-Capitalized	

C. REGULATORY STATUS. The Community Reinvestment Act (CRA) is intended to ensure institutions help meet the credit needs of the communities in which they operate. If available, the institution's CRA Rating is noted below. Similarly, if the institution's primary regulator has made public any enforcement actions that could impact the safety and soundness of the institution, the regulator will be noted. If applicable, you can find the details by visiting the regulator's website (link below). (Disclaimer: Enforcement Action data is maintained by BauerFinancial based on media releases issued by the agencies; the accuracy and completeness cannot be guaranteed by BauerFinancial, Inc.)
Search Regulatory Enforcement Actions via these links: OCC FDIC FEDERAL RESERVE

CRA Rating: Satisfactory **Supervisory Action:** None

D. ASSET QUALITY. The quality of an institution's assets is determined by two factors: what specifically is the asset and how does it relate to the entire portfolio. Asset quality can be the difference between survival and insolvency during periods of economic uncertainty. For each of the following eight measures, a lower ratio is better.

	This Bank	Peer Group
Repossessed Assets/Net Worth:	0.00%	0.29%
Nonaccrual Loans & Other Loans Past Due 90 Days or More/Net Worth:	0.62%	5.90%
Nonperforming Assets/Tangible Net Worth+Reserves (a/k/a Texas Ratio):	0.57%	5.01%

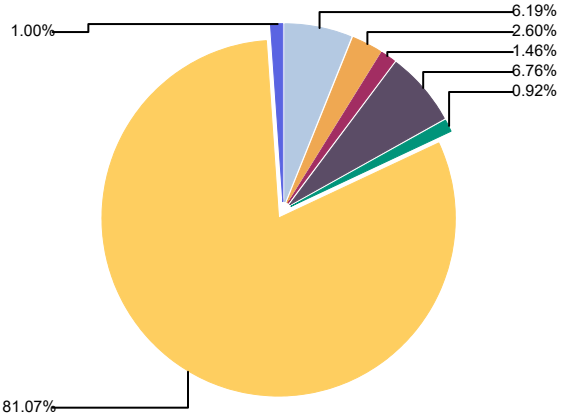
The following five ratios refer to the nonperforming assets and reserves in the bank's portfolio:

	This Bank	Peer Group
Nonperforming Assets/Total Assets:	0.07%	0.72%
Delinquent Loans/Total Loans:	0.08%	0.99%
Repossessed Assets/Total Assets:	0.00%	0.03%
Annualized Net Year-to-Date Chargeoffs/Total Loans:	0.08%	0.38%
Loan Loss Reserve/Total Loans:	1.09%	1.40%

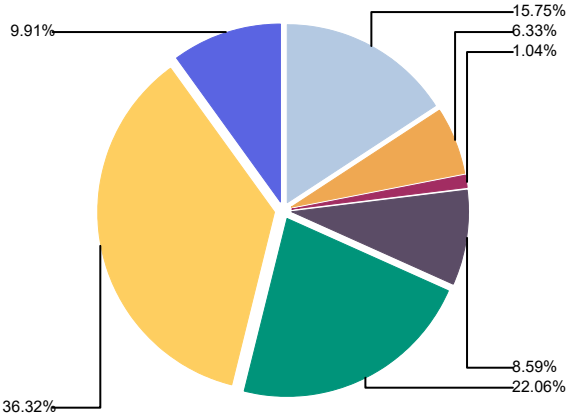
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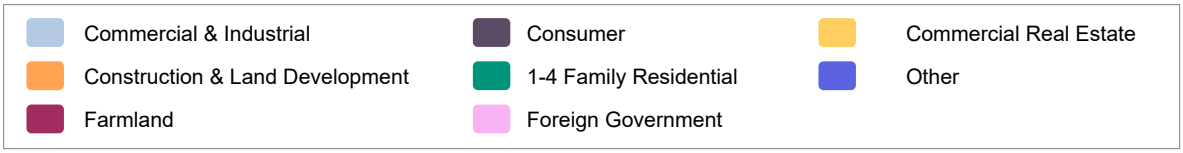
D. ASSET QUALITY, Continued. Generally speaking, the more risky loans in a bank's portfolio are usually construction, commercial real estate, and foreign loans. Local economic conditions cause regional variances. Individuals or businesses interested in obtaining a loan or line of credit should check that the bank is actively engaged in that type of lending. Undercapitalized banks may be required to limit their lending activity due to an effort to shrink their asset size (thus increasing their capital ratios).

This Bank



Peer Group





Loans to executive officers, principal shareholders and their related parties (with or without collateral) are not unusual in the banking industry. However, excessive lending to insiders can cause problems if the loans are not subject to the same arm's length underwriting standards as similar loans to other customers (as is required).

	This Bank	Peer Group
Loans to Insiders/Total Loans:	0.34%	0.41%
Loans to Insiders/Total Net Worth:	2.77%	2.48%

Intangible assets are acquired by various transactions in which the purchase price exceeds the book value. For example, a bank may buy a branch of another bank for more than its book value; the premium paid would be an intangible asset to the purchaser known as "goodwill". The leverage capital ratio on page 4 excludes most intangible assets.

	This Bank	Peer Group
Intangible Assets/Net Worth:	0.25%	17.59%

Investments in unconsolidated subsidiaries and related companies can be a drain on a bank's net worth. If the book value of the subsidiary declines, so does that of the bank.

	This Bank	Peer Group
Investments in Subsidiaries/Net Worth:	0.00%	0.00%

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BauerFinancial, Inc.
Bank Analytical Report
Five Star Bank - Roseville, CA

Rated 5-Stars based on financial data as of 12/31/2025

E. LIQUIDITY. Liquidity ratios measure the relationship between current assets and current liabilities; they are indicators of an institution's ability to meet current obligations. Higher ratios reflect a reliance on funding sources that may not be available in times of financial stress or adverse changes in market conditions.

	This Bank	Peer Group
Loans to Deposits:	96.80%	84.64%
Non-core Funding Dependence:	1.21%	9.72%
Brokered Deposits/Total Deposits:	7.59%	7.28%
Deposits Acquired from use of Listing Services/Total Deposits:	0.00%	0.49%

F. GROWTH. As a general rule, growth in a bank is considered normal and desirable. If the growth accelerates to a point where it becomes difficult to manage, however, it can lead to a situation of capital inadequacy and/or unprofitability. Asset shrinkage could indicate a cutback in lending and equity shrinkage could portend negative trends.

	This Bank	Peer Group
% Change in Assets (year):	17.26%	8.36%
% Change in Equity (year):	9.96%	12.91%
% Change in Deposits (year):	18.02%	8.39%
% Change in Loans (year):	15.24%	9.43%

G. PROFITABILITY. Standard measures of profitability are Return on Assets and Return on Equity which reflect the percentage of each that has been earned during the current period. The ratios facilitate comparisons between institutions and time periods, as the same dollar figure of net income may be good or bad, depending on the balance sheet of the institution.

Current quarter's profit:	$19.092	million
Year-to-date profit:	$67.333	million
Profit for Previous Calendar Year:	$50.841	million
Profit for Calendar Year 2 Years Ago	$52.636	million

	This Bank	Peer Group
Annualized Return on Assets:	1.53%	1.18%
Annualized Return on Equity:	14.16%	9.89%

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John Davis John Davis
jdavis@fivestarbank.com

FIVE STAR BANK

(FIVE STAR BK)

LOCATION: ROSEVILLE, CA

TYPE: BANK

TOTAL ASSETS: $4,752MM

IDC Rank of Financial Ratios 2025-Q4: 268

Superior (200 - 300)

CAMEL Analysis

Capital Ratios - A Foundation for Safety and Soundness

Tier 1 Capital % Tier 1 Assets	10.9%
Risk Based Capital % Risk Based Assets	12.9%
Tier I Capital % Risk Based Assets	11.9%

Well Capitalized

Adequacy of Capital and Loan Loss Reserve to Cover Loan Delinquency

Loan Loss Reserve % Tier I Capital	8.7%
Loans 90 Days Delinquent % Tier I Capital	0.0%
Loans Nonaccrual + REO % Tier I Capital	0.6%

More than Adequate Capital and Loan Loss Reserve to Cover Loan Delinquency

Margins Measure Management

Common Shareholder's Net Operating Profit After Tax % Tangible Equity Capital, NOPAT ROE (1yr)	14.1%
Cost of Equity COE (1yr)	7.7%

ROE Adds Substantial Value

Net Interest % Earning Assets (1yr)	3.68%
Noninterest Income % Earning Assets (1yr)	0.14%
Noninterest Expense % Earning Assets (1yr)	1.46%
Operating Profit Margin OPM (1yr)	61.6%

Wide OPM

OPM Risk Standard Deviation	2.4%

Low OPM Risk

Earnings Return on Equity Equals the Operating Return Plus the Financial Return

Return of Net Operating Profit From Operations After Tax % Earning Assets (ROEA)	3.41%

High Operating Return

Return on Financial Leverage (ROFL) = Spread X Leverage	10.66%

High Financial Return

ROEA less COF AT = Leverage Spread	1.48%

Wide Spread

Leverage Multiplier	7.21

Average Multiplier

Liquidity Determines the Ability to Grow

Balance Sheet Cash Flow % Tier I Equity	9.9%
Percent Annual Growth in Equity Capital	9.6%
Nonperforming Assets % Total Loans	0.1%
Illiquid Loans % Stable Deposits and Borrowings Plus Excess Liquidity	81.7%

Interest-Bearing Liabilities % Earning Assets	66.7%

Liquidity Ample to Support Growth

Supplemental Ratios

Investment Yield	3.9%
Loan Yield	6.1%
Cost of Adjusted Debt - After Tax	1.9%
Net Income % Avg Assets	1.5%

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The quality of a financial institution is not fixed over time, but tends to undergo change. For this reason, changes in ranks occur, reflecting changes in the individual financial ratios.The data utilized for calculations, ranks, and other information was obtained from sources believed to be reliable and accurate; however, neither the publisher nor its employees assume responsibility for the correctness or accuracy of data, calculations, or liability for their use.

A Proposal to

Hidden Valley Lake Community Services District

Angela Reymundo
Customer Service Manager

Middletown Branch
210658 Calistoga Road, Middletown, CA 95461

Telephone
(707) 987-8650

Fax
(707) 987-0388

Email
middletownbranch@westamerica.com

Hours
Monday - Thursday 9 a.m. to 4 p.m., Friday 9 a.m. to 6 p.m.

WESTAMERICA BANK
Your Community Banker™

Member FDIC

EQUAL HOUSING LENDER

WESTAMERICA BANK

April 30, 2026

Hidden Valley Lake Community Services District
19400 Hartmann Road
Hidden Valley Lake CA 95467

RE: Proposal for Banking Services

Westamerica Bank is pleased to submit the enclosed proposal in response to the Hidden Valley Lake Community Services District's (District) Request for Proposal for Banking Services. We appreciate the opportunity to continue our longstanding relationship with the District and provide details regarding our capabilities, services, and commitment to supporting the District's financial operations.

Westamerica Bank meets all qualifying requirements for providing commercial banking services to the District. Westamerica is a State of California chartered financial institution, a member of the Federal Reserve System with access to all related services, and a qualified depository for public funds. As a full-service bank in good standing, we are well positioned to provide the banking, treasury management, and customer support services sought by the District.

Westamerica Bank has had the privilege of providing banking services to the District since 1985. Throughout this longstanding partnership, we have remained committed to delivering responsive customer service, local daily support, and reliable banking solutions tailored to the District's needs. Our experienced and dedicated staff take pride in providing personal, prompt, and accurate financial services to both the District and its employees who entrust us with their banking relationships.

We look forward to the opportunity to continue our long-term business relationship with Hidden Valley Lake Community Services District and appreciate your consideration of our proposal.

All questions regarding details included in our RFP response can be directed to:

Sierra Marquez
Vice President, Regional Service Manager
Westamerica Bank
(925) 719-0960
sierra.marquez@westamerica.com

All proposed terms shall remain valid for ninety (90) days from the date of submission. Westamerica is pleased to commit to a five year agreement as requested by the District.

Sincerely,

Sierra Marquez
Vice President
Regional Service Manager

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About Westamerica

Westamerica Bank meets all of the qualifying requirements for providing commercial banking services to the District. Westamerica is a State of California chartered financial institution. We are a member of the Federal Reserve System and have access to all services. We are a qualified depository for public funds. Westamerica Bank is a full service bank in good standing among other comparable banks and is capable of providing the services sought by the District. The Bank employs experienced and dedicated staff who are committed and capable of servicing your accounts.

Your relationship will continue to be domiciled at our Middletown Branch.

Branch Address: 21058 Calistoga Road,Middletown, CA 95461

Phone: (707) 987-8650

Fax: (707) 987-0388

Primary Contact: Angela Reymundo, Customer Service Manager

Westamerica has had the privilege of providing banking services to the District since 1985.We will continue to make it our top priority to provide excellent customer service and local daily support for all your banking needs. Our staff strives to provide personal, prompt, and accurate financial services to the District and to your employees who entrust us with their banking relationships. We look forward to the opportunity to continue a long-term business relationship with the District.

Westamerica Bancorporation

Westamerica Bancorporation is a bank holding company with combined assets of over $5.0 billion. Westamerica Bank benefits from the strong financial backing of our holding company. The philosophy of the corporation stresses a commitment to community banking which includes an emphasis on local management and local decision makers.

Westamerica Bank

Westamerica Bank is a regional community bank with 700 employees, 75 branches and 2 trust offices serving Northern and Central California. In the early 1980s, the holding company brought its banks together under the Westamerica name, with one board of directors and one president. Our senior management team has been a steady force, attesting to our clear, consistent direction and long-term stability.

Our capital ratios significantly exceed regulatory minimum requirements, and independent bank rating agencies consistently reaffirm their positive ratings.

Acquisitions

On August 20, 2010, Westamerica Bank purchased the assets and assumed the liabilities of Sonoma Valley Bank.

On August 15, 2009, Westamerica Bank purchased the assets and assumed the liabilities of County Bank from the Federal Deposit Insurance Corporation (FDIC). County Bank had approximately $1.6 billion in assets and 39 branches.

On March 1, 2005, Westamerica Bancorporation completed the merger with Redwood Empire Bancorp. Redwood Empire Bancorp had approximately $511 million in assets and seven branches in Sonoma and Lake Counties.

On June 21, 2002, Westamerica Bancorporation completed the merger with Kerman State Bank. Kerman State Bank had approximately $106 million in assets and three branches in Fresno County.

On August 17, 2000, Westamerica Bancorporation completed the merger with First Counties Bank with approximately $95 million in assets and five branches in Lake, Napa, and Colusa counties.

On April 12, 1997, Westamerica Bancorporation completed the merger of ValliCorp Holdings, Inc. into Westamerica. This merger added $1.3 billion in deposits and over 30 Central California branches to the Westamerica system.

Three bank acquisitions were completed in 1995. In each of these instances, the acquired bank was merged into Westamerica Bank. The three banks were:

- Pacific Valley National Bank, with $135 million in deposits in five Modesto area branches, was added to Westamerica Bank's branch network in the first quarter of 1995.
- CapitolBank Sacramento, with $112 million in deposits in one downtown Sacramento branch, was added to Westamerica Bank in the second quarter of 1995.
- Novato National Bank, with $80 million in deposits in three North Bay branches, was combined with nearby Westamerica branches in the third quarter of 1995.

In the fourth quarter of 1995, Westamerica Bank also acquired two branches from Bank of America.

In 1993, Westamerica completed the acquisition of Napa Valley Bancorp, adding branches in Napa, Lake, and Solano counties and deposits of approximately $550 million.

In 1992, Westamerica completed the acquisition of John Muir National Bank, adding $51 million in deposits and branches in Contra Costa County.

Historical Milestones

- 1884 – First National Bank of Mendocino County (California) was founded.
- 1973 – First National Bank of Mendocino County, Bank of Marin, and Bank of Sonoma County form Independent Bankshares Corporation.
- 1983 – Westamerica Bank forms through merger of six banks, including VacaValley Bank and Gold Country Bank.
- 1992-1995 – Through growth and acquisition of John Muir National Bank, Napa Valley Bancorp (Napa Valley Bank and Bank of Lake County), PV Financial (Pacific Valley Bank), Capitol Bank Sacramento, North Bay Bancorporation (Novato National Bank), plus two branches of Bank of America, Westamerica grows to 57 branches.
- 1996 – Westamerica builds consolidated administrative and service center in Solano County.
- 1997 – ValliWide Bank merges into Westamerica Bank.
- 2000 – First Counties Bank merges into Westamerica Bank.
- 2002 – Kerman State Bank merges into Westamerica Bank.
- 2005 – National Bank of the Redwoods merges into Westamerica Bank.
- 2009 – Westamerica Bank acquires failed County Bank from the FDIC.
- 2010 – Westamerica Bank acquires failed Sonoma Valley Bank from the FDIC.

2026 Holidays

Westamerica will observe the following holidays in 2026:

New Year's Day	Thursday, January 1
Martin Luther King, Jr. Day	Monday, January 19
Presidents' Day	Monday, February 16
Memorial Day	Monday, May 25
Juneteenth National Independence Day	Friday, June 19
Independence Day	Saturday, July 4
Labor Day	Monday, September 7
Indigenous Peoples' Day	Monday, October 12
Veterans Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Christmas Day	Friday, December 25

Branch and ATM Network



WESTAMERICA BANK

EQUAL HOUSING LENDER

Equal Opportunity Employer
westamerica.com
1-800-848-1088
Member FDIC

Customer Service
Toll-free 1-800-848-1088

Corporate Headquarters
1108 Fifth Avenue
San Rafael CA 94901

Branch and ATM Locations

Alameda County
Pleasanton – 5700 Stoneridge Mall Rd., Ste. 110, (925) 734-1510

Contra Costa County
Brentwood – Los Medanos College, 1351 Pioneer Square (ATM Only)
Concord – 1401 Willow Pass Rd., Ste. 140, (925) 688-0808
Martinez – 590 Center Ave., (925) 335-3060
Pittsburg – Los Medanos College, 2700 East Leland Rd. (ATM Only)
Pleasant Hill – Diablo Valley College, 321 Golf Club Rd. (ATM Only)
San Pablo – Contra Costa College, 2600 Mission Bell Dr. (ATM Only)
Walnut Creek - 1676 N. California Blvd., Ste. P-120, (925) 287-4670

Fresno County
Clovis – 536 Shaw Ave., (559) 297-5940
Firebaugh – 1312 P St., (559) 659-6050
Fresno – 5751 S. Elm Ave., (559) 266-5356
7032 N. First St., (559) 437-5870
1172 E. Shaw Ave., (559) 243-4370
2150 W. Shaw Ave., (559) 437-4914
2440 Tulare St., Ste. 110, (559) 495-4150
Huron – 36582 Dinero Way, (559) 945-5077
Kerman – 306 S. Madera Ave., (559) 846-7333
Kingsburg – 1400 Draper St., (559) 897-6490
Sanger – 1500 7th St., (559) 875-1941

Kern County
Bakersfield – 2130 Chester Ave., #100, (661) 864-4900
Lake Isabella – 6100 Lake Isabella Blvd., (760) 379-2691
Shafter – 600 James St., (661) 746-8080

Kings County
Hanford – 890 W. Lacey Blvd., (559) 585-6683

Lake County
Clearlake – 15342 Lakeshore Dr., (707) 995-4140
Kelseyville – 4025 Main St., (707) 279-6850
Lakeport – 650 North Main St., Ste. A, (707) 262-5714
Middletown – 21058 Calistoga Rd., (707) 987-8650
Hidden Valley Lake – 18983 Hartmann Rd. (ATM only)

Madera County
Madera – 401 W. Yosemite Ave--., (559) 675-5258

Marin County
Larkspur – 1115 Magnolia Ave., (415) 464-3600
Mill Valley – 64 East Blithedale Ave., (415) 389-4710
750 Redwood Hwy., Frontage Rd., Ste. 1222, (415) 389-4800
Novato – 7333 Redwood Blvd., (415) 898-2003
300 Ignacio Blvd., (415) 883-0180
San Anselmo – 834 Sir Francis Drake Blvd., (415) 721-1169
San Rafael – 1108 Fifth Ave., (415) 257-8057
1177 E. Francisco Blvd., (415) 256-5444
One Mitchell Blvd., (415) 491-5930
Sausalito – One Harbor Dr., (415) 289-0200

Mariposa County
El Portal – 11134 Highway 140 (ATM Only)
Mariposa – 5121 Highway 140, (209) 966-7561

Mendocino County
Gualala – 39225 Highway 1 South, (707) 884-5250
Ukiah – 325 East Perkins St., (707) 463-3800

Merced County
Atwater – 735 Bellevue Rd., (209) 357-5220
Dos Palos – 1507 Center St., (209) 392-2300
Hilmar – 8019 N. Lander Ave., (209) 668-5440
Livingston – 640 Main St., (209) 394-8422
Los Banos – 953 W. Pacheco Blvd., (209) 826-7760
Merced – 605 W. 18th St., (209) 384-6880
490 W. Olive Ave., (209) 383-8520

Napa County
American Canyon – 3421 Broadway, Ste. E2, (707) 558-1166
Calistoga – 1110 Washington St., (707) 942-7400
Napa – 1507 West Imola Avenue, (707) 258-3120
One Financial Plaza, (707) 255-8301
St. Helena – 1000 Adams St., (707) 968-3535
Yountville – 6470 Washington St., (707) 944-4422

Nevada County
Grass Valley – 375 Brunswick Rd., (530) 477-4040
Penn Valley – 11240 Pleasant Valley Rd., (530) 432-7470

Sacramento County
Rancho Cordova – 2893 Sunrise Blvd., Ste. 106, (916) 852-6954
Sacramento – 1610 Arden Way, Ste. 199, (916) 648-6580
300 Capitol Mall, #150, (916) 449-8300

Solano County
Benicia – 20 Solano Square, (707) 747-3480
Fairfield – 2400 Hilborn Rd., (707) 429-7450
Vacaville – 138 Peabody Rd., (707) 451-6980
Vallejo – 1660 Tennessee St., (707) 558-1100

Sonoma County
Forestville – 6550 Front St. (ATM Only)
Glen Ellen – 13751 Arnold Dr., (707) 935-4160
Guerneville – 16265 Main St., (707) 869-0665
Healdsburg – 511 Healdsburg Ave., (707) 473-4390
Petaluma – 203 S. McDowell Blvd., (707) 766-7880
Rohnert Park – 300 Rohnert Park Expwy., (707) 586-3110
Santa Rosa – 2498 Guerneville Rd., (707) 576-3694
111 Santa Rosa Ave., (707) 576-3600
Sebastopol – 105 N. Main St., (707) 823-7841
Sonoma – 202 W. Napa Street, (707) 935-3200

Stanislaus County
Ceres – 1788 Mitchell Rd., Ste. 104, (209) 556-1120
Modesto – 901 North Carpenter Road, (209) 572-8581
1524 McHenry Ave., (209) 572-8580
Turlock – 2891 Geer Rd., (209) 664-1390

Tulare County
Tulare – 1917 Hillman St., (559) 687-3100
Visalia – 800 W. Main St., (559) 738-7868

Tuolumne County
Sonora – 1311-A Sanguinetti Rd., (209) 536-1000

WESTAMERICA BANK
Your Community Banker™

For further information, please contact your local Westamerica Community Banker, visit us online at www.westamerica.com, or call Customer Service at 1-800-848-1088, toll-free, 5:00 a.m. to midnight, seven days a week. Hearing impaired customers may use TDDs to contact us at 1-800-TDD-1088, toll-free, 5:00 a.m. to midnight, seven days a week.

Account Manager Information

Angela Reymundo
Customer Service Manager, Middletown Branch
Office: (707) 987-8650
Fax: (707) 987-0388
Years of Service: 12
middletownbranch@westamerica.com

Along with staff from our Middletown Branch, Angela would be a primary source of contact and support for all services, transactions, and matters needing further level of escalation or review. District staff would have direct contact capabilities during normal business hours for all matters pertaining to the total relationship of banking services.

Cecile Stifle
AVP/Business Banking Officer, Solano, Napa, Tri-Counties Regions
Office: (707) 558-1100
Cell: (707) 980-5079
Fax: (707) 552-2304
Years of Service: 47
cecile.stifle@westamerica.com

Direct support and response to the District for any commercial/business loans or line of credit needs. Assist with evaluation of total relationship of banking services and participate in meetings with District staff.

Sierra Marquez
VP/Regional Service Manager, Greater Sacramento, John Muir, Solano, Tri-Counties Regions
Office: (707) 254-3777
Fax: (707) 255-5127
Cell: (925) 719-0960
Years of Service: 19
sierra.marquez@westamerica.com

Direct support to District staff in all matters pertaining to relationship of banking services. Provide support to all local branch staff, product support specialist,and internal departments on all matters requiring further level of escalation or review. Would assist with ongoing evaluation of current services and recommendations to meet evolving product and service needs. Work as a primary source of contact to the District during normal and outside business hours of operation.

Account Manager Information (continued)

Sheraton Jordan
Product Support Specialist
Cell: (707) 330-0524
Office: (707) 863-6224
Fax: (707) 863-6547
Years of Service: 17
sheraton.jordan@westamerica.com

Direct source of support for current treasury management products and services, would also provide fulfillment to evolving service needs. The District would have direct contact capabilities during normal business hours.

Summary
Our team offers decades of combined experience in a commercial banking environment providing premium tailored support to business clients throughout Westamerica to include State and local government and other public agencies (refer to Client References).

Westamerica Bank
Middletown Branch
21058 Calistoga Road
Middletown CA 95461
Office: (707) 987-8650
Fax: (707) 987-0388
middletownbranch@westamerica.com

Information about products, services and corporate details can be found at:
https://westamerica.com

Relevant Experience and Qualifications

Westamerica Bank has extensive experience providing banking and treasury management services to governmental entities. We have supported public agencies, municipalities, and special districts with solutions tailored to the unique operational, regulatory, and reporting requirements of the public sector. Our services include cash management, ACH and wire processing, merchant services, fraud prevention tools, and investment-related transaction support. This experience enables us to deliver reliable, compliant, and efficient banking services aligned with the needs of government clients.

Westamerica Bank has provided business banking services to governmental agencies in Lake County and the surrounding region since 1985. Over this time, we have developed strong relationships and a deep understanding of the local community and the specific needs of public sector clients.

Local Presence and Accessibility:

Westamerica Bank maintains a strong physical presence in Lake County, with four full-service branch offices currently serving the area. These offices provide convenient access for deposits, in-person support, and banking services, ensuring the District has local, responsive assistance when needed. In addition, we operate a local ATM and night drop within the Hidden Valley Lake community to further support accessibility and convenience for residents and District stakeholders.

Our established presence in Lake County demonstrates our long-term commitment to the region and our ability to maintain accessible, relationship-based service for the District.

Westamerica Bank's current branch offices serving Lake County:

Middletown
21058 Calistoga Road
Middletown, CA
(707) 987-8650
Fax: (707) 987-0388
Hours: M-Th 9 a.m. - 4 p.m, Fri 9 a.m. - 6 p.m.

Kelseyville
4025 Main Street
Kelseyville, CA
(707) 279-6850
Fax: (707) 279-1542
Hours: M-Th 9 a.m. - 4 p.m, Fri 9 a.m. - 6 p.m.

Clearlake
15342 Lakeshore Drive
Clearlake, CA
(707) 995-4140
Fax: (707) 994-0944
Hours: M-Th 9 a.m. - 4 p.m,
Fri 9 a.m. - 6 p.m., Sat 9 a.m. - 1 p.m.

Lakeport
650 North Main Street, Suite A
Lakeport, CA
(707) 262-5714
Fax: (707) 263-5498
Hours: M-Th 9 a.m. - 4 p.m, Fri 9 a.m. - 6 p.m.

Collateralization of Public Funds

Westamerica Bank fully complies with the collateralization requirements established under the California Government Code for public funds on deposit. All collected balances in excess of applicable Federal Deposit Insurance Corporation (FDIC) insurance limits will be collateralized in accordance with State requirements for public agency deposits.

As an approved State of California Depository, Westamerica Bank maintains the necessary procedures and pledged collateral arrangements to ensure public deposits are secured and protected as required by law.

A letter confirming Westamerica Bank's collateralization practices and compliance with California Government Code requirements will be included with this proposal.

WESTAMERICA BANCORPORATION

Hidden Valley Lake Community Services
District
19400 Hartmann Rd
Hidden Valley Lake CA 95467

April 29, 2026

Westamerica Bank
Collateralization of Public Funds

By law per Government Code Section 53652, all public funds must be secured by investment grade securities at the rate of 110% deposits to current market value of pledged securities. The agent, BNY Mellon, holds the investment securities pledged by Westamerica Bank in trust. The Administrator of Local Agency Security Program monitors our public deposits weekly to ensure that pledged collateral exceeds 110% of deposits. In addition, the Administrator reviews our pledged securities for suitability quarterly.

The Investment Department verifies adequate collateral on a weekly basis, by comparing total public funds deposits (times 110%) against current market value of pledged securities. As of March 31, 2026 Westamerica Bank had pledged collateral with an approximate market value of $686,059,389.97 versus public funds deposits (times 110%) of $398,247,444.36.

If you wish to verify Westamerica Bank's excess collateral to public deposits, please contact the Department of Financial Protection and Innovation at One Sansome Street, Suite 600, San Francisco, CA 94104.

If you have any questions regarding this matter, please contact me at (707) 863-6843.

Sincerely,

Sue Randle
Investment Operations

Annual Report

Please use the link below to access the Annual Report.

https://www.westamerica.com/wp-content/uploads/2026/03/WAB-2026-Proxy-10K-Web.pdf

Rating Agencies

Westamerica Bank is not currently rated by Standard & Poor's or Moody's. However, additional information demonstrating the Bank's credit quality, financial strength, and overall performance is included within the enclosed Annual Report materials, along with other available ranking and financial information.

For further reference, the following sections provide detailed information regarding the Bank's investment portfolio quality and loan portfolio performance:

- Pages 35 and 37 of the Annual Report (PDF pages 92 and 94) - Credit rating breakdown of the investment portfolio
- Pages 40-43 of the Annual Report (PDF pages 97-100) - Loan quality and portfolio performance tables

Additional ranking and financial performance information can also be found throughout the referenced Annual Report sections. These materials demonstrate Westamerica Bank's prudent financial management practices, strong asset quality, and overall stability as a financial institution.

Westamerica Receives Positive Ratings

Independent bank rating agencies have consistently reaffirmed their positive ratings of Westamerica Bank and Westamerica Bancorporation, including:

- Findley Reports: 2024 "Super Premier" Performing Bank
- Bauer Financial: Bank Rating of 5 Stars (Superior)
- Nasdaq: US Broad Dividend Achievers Index Performer

Westamerica Bancorporation’s stock trades on the NASDAQ under the symbol “WABC”.

Westamerica’s exemplary financial performance and business success has prompted positive analyst reports from investment banking firms located in San Francisco and New York City.

TOP 25 BANKS

RANKINGBANKING.

					Profitability				Capital Adequacy		Asset Quality		
Rank	Company Name	Ticker	State	Total Assets ($MM)	Core ROAA (%)	ROA Rank	Core ROAE (%)	ROE Rank	Tang Common Equity /Tang Assets (%)	TCE Rank	NPAs/ Loans & OREO (%)	NPA Rank	Final Score
1	Westamerica Bancorp.	WABC	CA	6,076	2.13	6	13.71	40	12.90	12	0.02	7	65
2	Northeast Community Bancorp	NECB	NY	2,010	2.46	3	15.62	21	15.84	4	0.28	71	99
3	Farmers & Merchants Bancorp	FMCB	CA	5,370	1.64	24	15.35	25	10.46	53	0.05	10	112
4	West Coast Community Bancorp	SCZC	CA	2,680	1.85	12	13.75	38	10.14	62	0.03	8	120
5	Commerce Bancshares	CBSH	MO	31,997	1.73	18	16.79	11	9.92	75	0.11	20	124
6	River City Bank	RCBC	CA	5,144	1.40	40	16.10	16	9.42	99	0.00	1	156
7	HBT Financial	HBT	IL	5,033	1.55	30	15.04	28	9.42	100	0.19	43	201
8	Central Bancompany	CBCY.B	MO	19,243	1.76	17	11.43	95	14.59	8	0.34	86	206
9	MetroCity Bankshares	MCBS	GA	3,594	1.81	14	16.17	14	11.54	25	0.58	159	212
10	First National Bank Alaska	FBAK	AK	4,998	1.22	81	13.52	42	10.34	56	0.17	37	216
11	Bank First Corp.	BFC	WI	4,495	1.67	22	11.35	97	10.31	58	0.21	49	226
12	East West Bancorp	EWBC	CA	75,976	1.61	25	16.01	17	9.61	88	0.36	98	228
13	Five Star Bancorp	FSBC	CA	4,053	1.22	78	12.60	60	9.79	81	0.05	11	230
14	City Holding Co.	CHCO	WV	6,459	1.90	11	16.93	10	9.06	123	0.35	88	232
14	Unity Bancorp	UNTY	NJ	2,654	1.69	20	15.08	27	11.07	31	0.56	154	232
16	Mercantile Bank Corp.	MBWM	MI	6,052	1.39	42	14.26	36	8.91	131	0.12	25	234
17	Bank OZK	OZK	AR	38,259	1.96	9	13.22	48	12.52	14	0.66	177	248
18	Cashmere Valley Bank	CSHX	WA	2,122	1.35	54	13.08	51	10.47	52	0.35	92	249
19	1st Source Corp.	SRCE	IN	8,932	1.55	29	12.01	78	11.61	24	0.46	120	251
20	ACNB Corp.	ACNB	PA	2,395	1.41	38	11.82	82	10.72	45	0.37	103	268
20	ServisFirst Bancshares	SFBS	AL	17,352	1.39	43	15.01	29	9.24	112	0.33	84	268
22	Northeast Bank	NBN	ME	4,083	2.07	7	18.11	7	10.87	38	0.86	225	277
23	Preferred Bank	PFBC	CA	6,923	2.01	8	18.73	6	11.02	34	0.92	234	282
24	Community Trust Bancorp	CTBI	KY	6,193	1.40	41	11.25	101	11.29	27	0.45	115	284
25	Republic Bancorp	RBCA.A	KY	6,847	1.47	35	10.50	127	13.96	10	0.43	113	285
				Median	1.64		14.26		10.47		0.34		
				Mean	1.67		14.30		11.00		0.33		

Source: **Piper Sandler & Co., S&P Global Market Intelligence, company reports and regulatory filings**

RankingBanking uses four metrics to assess performance. Profitability is captured by return on equity and return on assets. Asset quality is represented by nonperforming assets. Capital adequacy is a function of a bank's tangible common equity ratio. Banks are scored on each of the four metrics. The scores are then merged into an overall score, which determines the ranking — the lower the score, the higher the rank. Data is based on calendar year 2024 results.

"The Mercantile Bank credit culture can be described as both consistent and disciplined, emphasizing prudent lending practices, thorough risk assessment and strong commitment to maintaining credit quality across all market conditions."

Raymond Reitsma, Mercantile Bank Corp.



FINANCIALLY **SOUND** FOR YOUR **PEACE OF MIND**

First chartered in 1884, Westamerica is one of the largest commercial banks headquartered in California and one of the most stable community banks in the nation.

Our financial numbers speak for themselves:

- $5.9 billion in total assets[1]
- $5.6 billion in cash, securities and capital[1]
- $4.9 billion in deposits[1]
- $481 million in other assets under management[1]
- A 15.8% loan-to-deposit ratio[1]
- "Well Capitalized" FDIC capital classification.[1]

As a member of the FDIC, your deposits have the maximum insurance available. You can have confidence that the Community Bankers at Westamerica will keep your finances secure.

WESTAMERICA BANK
Your Community Banker™

[1] FDIC, Consolidated Reports of Conditions and Income, FFIEC 041, 3/31/2025

MEMBER FDIC (rev. 6/25) EQUAL HOUSING LENDER

Client References

Client Name	Contact Person	Contact Number	# Years/WAB
CITY OF LAKEPORT 255 Park Street Lakeport CA 95453	Kelley Donaldson Government Accountant	(707) 263-5615, ext. 302	33 Years
Services: Electronic Banking, Lockbox, Express Deposit (Remote Capture), ACH Origination			
CITY OF SUISUN 701 Civic Center Boulevard Suisun City CA 94585	Elizabeth Luna Finance Manager	(707) 421-3215	33 Years
Services: Stop Payments, Positive Pay, ACH Origination, Wires, Electronic Banking, Remit One			
BERRY JOE CORPORATION DBA FOODS ETC. 15290 Lakeshore Drive Clearlake CA 95422	Andrew Pierson CFO	(707) 994-6423	30 Years
Services: Positive Pay, Payee Positive Pay, Electronic Banking			
TOWN OF YOUNTVILLE 6550 Yount Street Yountville CA 94599	Celia King Administrative Services Director	(707) 994-8851	33 Years
Services: Lockbox, ACH Positive Pay, ACH Origination, PC Outgoing Wires, Electronic Banking			
FINANCE FOR PEOPLE PO Box 907 Redwood Valley CA 905470	Sandi Studer Owner	(707) 485-8481	26 Years
Services: Positive Pay, EDI Services, Electronic Banking			

A. Checking Account

The District utilizes a checking account for accounts payable, payroll, and customer cash payments. Currently, District staff deliver the deposit to its banking branch daily during the workweek. The deposits are to be processed and credited to the District's account same day. Other checking services should at least consist of:

a. *Provide month end statements and images of paid checks by the 5th of the following month.*

Month End Statements

Westamerica Bank provides comprehensive month-end statements, including images of paid checks, with all statement delivery completed and available no later than the 5th business day of the following month. Our solutions ensure the District has secure, timely, and reliable access to all account information.

Commercial DVD Image Statements:

The District currently utilizes our Commercial DVD Image Statement service. This option includes a DVD containing images of all statements, deposits, checks deposited, and cleared checks. Each DVD is accompanied by user-friendly software that allows the District to easily sort, search, and view items. Data can also be exported to other software platforms to support reconciliation, reporting, and recordkeeping requirements. All monthly DVDs are produced and delivered by the 5th of the following month.

Secure Electronic Statements:

In addition to the current DVD service, Westamerica Bank also offers secure electronic statements as an alternative or supplement. These statements provide the same level of detail as paper statements, including images of cleared checks. The District would receive notifications when statements are available, and authorized users can access them through a secure online banking portal at any time. All electronic statements and associated check images are also available by the 5th of the following month.

b. *Provide wire services to transfer money to and receive funds from other institutions, along with appropriate security levels for wire transfer initiations and approvals.*

Wire Transfer Services and Security Controls

Westamerica Bank understands the District's need for secure, efficient wire transfer capabilities and offers a comprehensive solution to send and receive funds between financial institutions. Our wire services are designed to support operational efficiency while maintaining strong internal controls and regulatory compliance.

Our wire service include:

- LAIF Expertise: As one of only seven LAIF Depository Banks, Westamerica Bank has extensive experience supporting transactions with the State Local Agency Investment Fund (LAIF). Our knowledgeable team ensures these transactions are processed accurately, efficiently, and in full compliance with applicable requirements.
- Dual-Control Approval: Our online banking platform supports dual-control functionality for all outgoing wires, requiring separate users to initiate and approve transactions. This segregation of duties enhances internal controls and reduces the risk of unauthorized activity.
- Advanced Security Features: We employ multiple layers of security, including configurable daily wire limits to manage transaction thresholds and mitigate risk. All wire initiations and approvals require multi-factor authentication (MFA) using secure token technology, ensuring only authorized personnel can access and process wire transactions.

Wire Scheduling and Templates: The District can initiate one-time wires, schedule future-dated transactions, and create reusable templates for recurring or frequent payments such as investments or debt service. For recurring wire needs, our dedicated wire team can assist with processing to ensure accuracy and timeliness.

Westamerica Bank is committed to providing a secure, flexible, and user-friendly wire transfer solution that meets the District's operational needs while maintaining the highest standards of security and control.

c. *Provide "positive pay" service that allows the District to refuse payment on items submitted to the bank, which do not match our disbursement records, as well as automatic clearinghouse (ACH) "positive pay."*

Positive Pay and ACH Positive Pay Services

Westamerica Bank provides a comprehensive Positive Pay solution designed to give the District enhanced control over disbursements while significantly reducing the risk of fraud. Our services include both check Positive Pay and ACH Positive Pay capabilities, ensuring protection across paper and electronic payments.

Check Positive Pay (Standard Model):
We are currently providing Positive Pay services under the "standard" model, which verifies key check details including check number, issue date, and dollar amount, as well as identifying potential duplicate items. This process effectively detects discrepancies such as altered checks, stale-dated items, and unmatched transactions.

While the standard model does not include payee-level verification, it provides a strong and reliable layer of fraud protection and aligns with the District's current operational needs for efficient reconciliation and risk mitigation.

Online Exception Review and Decisioning:
Each check presented for payment is matched against the issue file transmitted by the District. Any exceptions are flagged for review, and the District maintains full control to approve or return items. Through our secure online portal, authorized users can review exceptions daily until 2:00 PM, ensuring timely decision-making.

Exception Reporting and Alerts:
The platform provides detailed exception reporting, supporting informed decision-making and maintaining a complete audit trail of user activity. In addition, customizable alerts and notifications can be configured to notify the District of discrepancies, enabling prompt action.

ACH Positive Pay (ACH Fraud Control):
Westamerica Bank also offers ACH Positive Pay services to safeguard electronic transactions. This includes:

- ACH Filters: Establish authorized companies approved to debit the account.
- ACH Blocks: Prevent all unauthorized ACH debits or credits on designated accounts.
- Exception Management: Unauthorized ACH transactions are flagged for review, allowing the District to approve or reject items.

These controls provide robust protection against unauthorized electronic debits and help ensure only approved transactions are processed.

Enhanced Option – Payee Positive Pay:
To further strengthen fraud prevention, Westamerica Bank offers Payee Positive Pay, an advanced enhancement to the standard service. In addition to verifying check number, date, and amount, Payee Positive Pay includes payee name validation by comparing the issued check file to the presented item. This significantly reduces the risk of altered or counterfeit checks by ensuring the payee matches exactly as issued.

Dedicated Support:
Our experienced client support team is available to assist with setup, ongoing maintenance, and any questions related to Positive Pay services, ensuring the District receives responsive and knowledgeable support.

d. *Provide Remote Deposit Capture (RDC) hardware and software integration.*

Remote Deposit Capture

We offer a Remote Deposit Capture (RDC) solution, ExpressDeposit, which enables the District to securely deposit checks directly from its office without the need to physically deliver items to the bank.

ExpressDeposit utilizes a standard PC in conjunction with a certified check-scanning device to capture both front and back images of each check. The system reads and digitizes check data, creating a two-sided electronic image that is transmitted to the bank via a secure, encrypted internet connection. Electronic deposit files are delivered directly to Westamerica for processing.

Westamerica Bank will cover the cost of the check scanner as well as all standard implementation and setup costs, ensuring there is no financial burden to the District for deploying this service.

This solution provides seamless integration between RDC hardware and software, ensuring an efficient, user-friendly deposit process while maintaining high security and compliance standards.

Key Benefits:

- Operational Efficiency: Eliminates or significantly reduces courier expenses and the need for in-person bank visits.
- Convenience and Flexibility: Deposits can be prepared and transmitted from the District's office 24 hours a day, 7 days a week.
- Automation: Streamlines deposit preparation with an automated process, reducing manual handling and potential errors.
- Fraud Mitigation: Accelerates check clearing, enabling earlier identification of returned items and strengthening overall fraud detection and collection efforts.
- Improved Funds Availability: Deposits are received by the bank sooner, allowing the District to benefit from earlier availability schedules.

Reporting and Data Access:
The system provides robust reporting capabilities, including the ability to print images of deposited items and export detailed reports for deposits, individual items, returns, and adjustments. Additionally, the District can access and review detailed deposit information for up to 90 calendar days, supporting reconciliation and audit requirements.

e. *Process non-sufficient funds (NSF) checks twice before being returned to the District. NSF checks must be returned to the District within five business days.*

Non-Sufficient Funds (NSF) Check Processing

Westamerica Bank will process non-sufficient funds (NSF) checks in accordance with the District's requirements by automatically redepositing eligible NSF items a second time prior to return. This automated redeposit process is designed to improve collection success rates and reduce manual intervention.

If an item remains unpaid after the second presentment, it will be returned to the District within five (5) business days. The District may choose to pick up returned items at a local branch or have them delivered via mail, based on its preference.

The five-business-day return timeframe is contingent upon external factors, including timelines associated with the paying bank and the overall clearing process. Westamerica Bank will make every effort to meet this requirement and ensure prompt handling and communication throughout the process.

Our approach provides an efficient and flexible solution to support the District's receivables process while maximizing the opportunity for successful collection.

f. *Provide details of deposit discrepancies within one business day of the transaction.*

Deposit Discrepancy Notification and Resolution

Westamerica Bank provides timely and transparent notification of any deposit discrepancies, ensuring the District is informed within one business day of the transaction.

When a discrepancy is identified, a transaction description of "Deposit Correction DR/CR" will be posted to the District's account and made visible through the online banking platform within one business day. This entry will include access to an image of the corresponding adjustment ticket, allowing the District to quickly review and reconcile the correction.

For additional detail, supporting documentation can be delivered via mail or secure email. The District may also contact branch personnel directly to request further information or clarification, with staff available to provide prompt assistance and explanation of the adjustment.

g. *Provide support for answering questions, troubleshooting problems and resolving issues in a prompt manner.*

Customer Support and Issue Resolution

Westamerica Bank is committed to providing unparalleled support to the District, ensuring questions are answered, issues are resolved, and services operate smoothly at all times. As highlighted in the Account Manager Information section, the District will be supported by a seasoned, dedicated relationship team focused on delivering responsive and effective service.

The District will have direct access to experienced account management professionals who understand your operational needs and provide personalized support. In addition, our specialized teams are available to assist with online banking, treasury services, and technical troubleshooting, ensuring timely resolution of any issues that may arise.

Our support model includes:

- Dedicated Relationship Management: A primary point of contact backed by a knowledgeable support team to ensure continuity and accountability.
- Treasury and Online Banking Support: Access to experts who can assist with system navigation, user setup, entitlements, and troubleshooting.
- Timely Issue Resolution: Prompt response and follow-through on inquiries, with escalation procedures in place to address urgent matters efficiently.
- Ongoing Service Commitment: Proactive communication and regular engagement to ensure services continue to meet the District's evolving needs.

h. *Provide means to inquire about/request canceled checks and stop payment on checks upon proper authorization.*

Check Inquiry, Canceled Checks, and Stop Payment Services

Westamerica Bank provides the District with secure and efficient tools to inquire about transactions, access images of canceled checks, and initiate stop payment requests, all supported by appropriate authorization controls.

Through our online banking platform—Onsite Banker Plus, authorized District users can view detailed transaction information, including images of canceled checks, in a centralized and user-friendly environment. The platform provides real-time access to prior-day transactions, available balances, and current-day activity such as ACH receipts, ACH disbursements, and wire transfers—ensuring full visibility into account activity.

Stop Payment Services:
Westamerica Bank offers a secure, flexible, and easy-to-use solution for managing stop payments:

- Online Initiation and Management: Authorized users can quickly place stop payments on individual checks or a range of checks directly through the online banking platform.
- Authorization Controls: Access is permission-based, ensuring only designated users can initiate or manage stop payment requests.
- Duration and Renewal: Stop payment orders remain effective for a minimum of six months. The District will receive advance notification prior to expiration and may renew the request either online or by contacting a bank representative.
- Visibility and Reporting: The platform provides full visibility into all stop payment activity, including check number, date, and current status. Reporting tools allow the District to review and manage stop payments efficiently, with detailed reports available for audit and reconciliation purposes.

In addition to online access, the District will continue to be supported by local branch personnel for any additional assistance, research requests, or exception handling related to canceled checks or stop payments.

B. Banking Supplies

The Institution will be required to provide a supply of coin rollers, security bank bags, deposit slips, and endorsement stamps. The cost of supplies shall be charged to the District's account.

Westamerica will supply coin rollers and security bank bags at no cost to the District.

Deposit slips and endorsement stamps will be charged to the District and run through the analysis relationship.

C. Direct Deposit for Payroll

The Institution should be able to provide this service, and the cost should be noted in the proposal.

Westamerica Bank provides comprehensive Direct Deposit (ACH Credit) services to support the District's payroll processing needs. The District currently submits its payroll files through our cash management portal, and this process will continue without disruption, as our system fully supports and integrates with the District's existing file transmission procedures.

Key Features:

- Seamless Integration: No changes to the District's current file submission process are required.
- Secure Transmission: Payroll files are transmitted through secure, encrypted channels to ensure data protection.
- Enhanced Security Controls: Money movement activities, including payroll processing, are protected by multi-factor authentication (MFA) with token-based challenge ensuring only authorized users can initiate and approve transactions.
- Scheduling Flexibility: The District can schedule payroll in advance to ensure timely and accurate employee payments.
- Dedicated Support: Our ACH support teams are available to assist with file processing, troubleshooting, and ongoing service needs.

Cost:

Pricing for Direct Deposit (ACH Origination) services is included in the fee schedule provided with this proposal. There are no additional implementation costs, as the District is already utilizing this service.

D. ACH Direct Debit

The District offers an ACH direct debit option to its customers (currently 150 participants). If the District's current hardware, software and/or special programming are not compatible with the Institution's service, the cost and other associated fees to implement the Institution's service must be provided. If there is a limit on the number of these transactions that are allowed in a month or other period of time, it should be noted.

Westamerica Bank is committed to providing a stable, scalable, and secure ACH Direct Debit solution allowing the District to efficiently manage its receivables program.

As the District is already utilizing our ACH platform, there are no compatibility issues with existing hardware, software, or file transmission processes. Additionally, there are no implementation costs or special programming fees required to continue or expand this service.

Our ACH system integrates seamlessly with the District's current file transfer process, ensuring the smooth, secure, and efficient transmission of payment files. We continue to deliver a high level of reliability and support aligned with the District's operational needs.

Key Features and Benefits:

- No Transaction Limits: There are no limits on the number of ACH transactions the District can process within a given month or period, providing full scalability as participation grows.
- Same-Day ACH: For time-sensitive transactions, same-day ACH processing is available upon request, enabling faster settlement when needed.
- Scheduled Payments: The District can schedule ACH transactions in advance, reducing administrative effort and ensuring timely and consistent processing.
- Secure Processing: All ACH files are transmitted through secure channels, maintaining data integrity and confidentiality.
- Dedicated ACH Support: Our experienced ACH support team is available to assist with file transmission, troubleshooting, and any operational questions, ensuring continuity and responsiveness.

E. Credit/Debit Card Services

The District accepts credit and debit card payments on site through the District's website text-to-pay, and interactive voice response (IVR) phone options. Because there are costs associated with these transactions, the District may choose to assess a surcharge, fee, or service charge on customers who make these payments.

Westamerica Bank provides a robust Merchant Services solution to support the District's acceptance of credit and debit card payments across onsite, website, text-to-pay, and IVR channels. Our program is designed to deliver secure, reliable processing with transparent and scalable pricing.

Pricing and Cost Management:

We offer a competitive Interchange Plus pricing model, with rates tailored to the District's transaction profile to ensure cost efficiency. Based on the District's Merchant Category Code (MCC), transactions typically qualify for Utility Interchange, one of the most cost-effective categories available.

Flexible Payment Solutions:

We support in-person, online, mobile, and gateway-based payment processing. While we understand the District currently utilizes existing systems, we would welcome the opportunity to further evaluate compatibility and integration options to ensure a seamless transition or continuation of services.

Surcharge and Fee Capabilities:

Our platform supports surcharge, convenience fee, or service fee programs, including:

- Compliance with applicable state and card brand rules
- Automated fee calculation across all payment channels
- Clear customer disclosures and detailed reporting
- Flexibility for District-paid or customer-paid fee models

Security and Reliability:

Our processing environment includes advanced fraud monitoring, proactive alerts, and 99.95% system uptime supported by redundant data centers and disaster recovery protocols.

Support and Flexibility:

The District will receive dedicated local and merchant services support, along with next-day funding and flexible settlement options. Our program is offered with no long-term contracts or termination fees, ensuring flexibility as the District's needs evolve.

F. Investments

The Institution must be able to make available to the District those investments allowed by California Government Code Section 53601 and the Investment Policy of the District.

All Public Fund accounts held at Westamerica Bank are collateralized by funds allowed by California Government Code 53601 (refer to Collateralization letter in Relevant Experience and Qualifications).

G. Direct Deposit Relationship - State of CA, LAIF and California CLASS

The institution must be an approved State of California Depository and be able to process payments from these institutions.

Westamerica Bank is an approved State of California Depository, meeting all requirements to process payments to and from State entities, including the Local Agency Investment Fund (LAIF) and the California Cooperative Liquid Assets Securities System (California CLASS).

As one of only seven LAIF Depository Banks, we bring a high level of expertise and established capability in handling these transactions. Our experienced team has a deep understanding of the specific processing, timing, and compliance requirements associated with LAIF and other State-related investment programs. This specialized support enables the District to confidently manage its investment activity with reliable and timely execution.

Fee Proposal

Westamerica Bank is pleased to provide the enclosed fee proposal and supporting documentation for the District. Our goal is to provide transparent, competitive, and flexible pricing that supports the District's operational and treasury management needs.

At the end of each statement cycle, Westamerica Bank will promptly mail account analysis statements directly to the District office. Should the District require expedited delivery of an available monthly statement at any time, arrangements can be made by contacting our Middletown branch directly.

The District's account analysis statement will include detailed activity for each individual account, as well as a consolidated analysis statement summarizing all account relationships and applicable services.

The following exhibits are included for reference:

- Exhibit A – Fee Schedule
- Exhibit B – Current Account Analysis Statement
- Exhibit C – Sample Analysis Statement Including Recommended Services

In addition, we have included a description of how the account analysis earnings allowance works to assist the District in understanding how eligible balances may offset service charges associated with the services.

These exhibits are intended to provide a clear overview of pricing, account activity reporting, earnings allowance methodology, and recommended treasury management services designed to support the District's banking operations.

Collected Balances and Earnings Allowance

For maintaining positive collected balances, you are credited with an Earnings Allowance. To calculate your Earnings Allowance, the Bank first calculates the Average Ledger Balance for your Account. This is done by taking the ledger balance for your account for the end of each day during the billing period, adding these balances together, and dividing the balances by the number of days in the billing period. For weekends and holidays included in the billing period, the prior business day's ending ledger balance is used in the calculation.

The Bank next calculates the "Average Float" for the account. This figure is the portion of the Average Ledger Balance which was not immediately available to the Bank due to checks or other items deposited in the eligible account being in the process of collection. To determine this Average Float, the Bank calculates the float for each "item" (check or other item deposited to the account) by multiplying the dollar amount of that item by the number of days between the time the item is posted to the account and the time that funds become available to the Bank through the check clearing process. The float for all items is then added together and divided by the number of days in the billing period to arrive at the Average Float.

By subtracting the Average Float from the Average Ledger Balance, the Bank arrives at the Average Positive Collected Balance. Using the Average Positive Collected Balance, the Bank calculates the "Legal Reserve." The Legal Reserve is the amount of funds that the Bank is required to maintain on deposit at the Federal Reserve Bank to meet its reserve requirements with respect to the Average Positive Collected Balance. This amount is calculated by multiplying the Average Positive Collected Balance by a factor equal to the highest reserve percentage required for transaction accounts (currently 0%). When the Legal Reserve is subtracted from the Average Positive Collected Balance, the Bank has the Investable Balance.

Whenever the Investable Balance is a positive figure, you will be given an Earnings Credit to offset all or part of the price of services charged to your account during the period. The amount of the Earnings Credit is calculated by multiplying the Investable Balance by the Earnings Credit Rate and by the number of days in the analysis period, and then dividing the result by 365/366. The Earnings Allowance Rate is currently 0.20. The rate may change without prior notification.

The Bank will calculate a Negative Collected Balance Fee for the days that your collected balance is less than $0. The Negative Collected Balance Fee will be calculated by multiplying the average collected balance for those days by a negative earnings allowance rate and by the number of days in the analysis period, then dividing the result by 365 or 366. The negative earnings allowance rate is the Bank's Index Rate plus a spread. The Bank's Index Rate is a rate established by the Bank in its discretion based on its costs and other factors, and may change from time-to-time without prior notification. See Calculations, next page.

Collected Balances and Earnings Allowance (continued)

The following formulas are used in the Bank's calculations:

Average Ledger Balance:

$$\frac{\text{Total End-of-Day Ledger Balances for Period}}{\text{Calendar Days in Period}}$$

Average Float:

$$\frac{\text{Total Float for Each Item Deposited During Period}}{\text{Calendar Days in Period}}$$

Average Collected Balance:

Average Ledger Balance – Average Float

Average Positive Collected Balance:

$$\frac{\text{Total End-of-Day Positive Collected Balances for Period}}{\text{Number of Days in Period}}$$

Legal Reserve:

Average Positive Collected Balance x Reserve Rate (%)

Investable Balance:

Average Positive Collected Balance – Legal Reserve

Earnings Credit:

$$\frac{\text{Investable Balance x Earnings Credit Rate x Days in the Period}}{\text{Number of Calendar Days in Year}}$$

Average Negative Collected Balance:

$$\frac{\text{Total End-of-Day Negative Collected Balances for Period}}{\text{Number of Days in Period}}$$

Negative Collected Balance Fee:

$$\frac{\text{Average Negative Collected Balance x Negative Earnings Rate x Days in the Period}}{\text{Number of Calendar Days in Year}}$$

Fee Schedule

EXHIBIT A

Service Description	*Monthly Volume	Unit Price	Total Fee
	*Monthly volume based on March 2026 activity		
Balance & Compensation Information			
Deposit Insurance Charge	1099	0.1167	128.25
General Account Services			
Account Maintenance	1	22.00	22.00
Depository Services			
Credits And Deposits	21	1.40	29.40
Coin & Currency Deposited	10980	0.0020	21.96
Checks Deposited, Westamerica	74	0.15	11.10
Checks Deposited, Non - Westamerica	401	0.15	60.15
Return Items	3	0.00	0.00
Resubmitted Return Deposited Item	0	3.00	0.00
Paper Disbursment Services			
Checks and Debits paid	64	0.20	12.80
Commercial Dvd Items	64	0.04	2.56
Commercial Dvd	1	50.00	50.00
Acct Recon / Positive Pay Services			
Positive Pay Monthly	1	60.00	60.00
Positive Pay Items	64	0.05	3.20
ACH Services			
ACH Received Debit/Credit	98	0.20	19.60
Onsite Banker Plus ACH Item 1-100	100	0.25	25.00
Onsite Banker Plus ACH Item 101-500	85	0.20	17.00
Onsite Banker Plus ACH Item 501-1000	0	0.15	0.00
Onsite Banker Plus ACH Item 1001+	0	0.10	0.00
Onsite Banker Plus ACH Origination	1	20.00	20.00
Onsite Banker Plus ACH Files	3	8.00	24.00
Wire Transfer Service			
Incoming Wire	1	15.00	15.00
Outgoing Wire (In Branch) - International	0	50.00	0.00
Outgoing Wire (In branch) - Domestic	0	40.00	0.00
Outgoing Wire (PC) - International	0	40.00	0.00
Outgoing Wire (PC) - Domestic	0	30.00	0.00
Electronic Banking Services			
Onsite Banker Plus Basic Fee	1	20.00	20.00
Onsite Banker Plus Add'L Accounts	0	5.00	0.00
Onsite Banker Plus Items, 1-200	194	0.05	9.70
Onsite Banker Plus Items, 801+	0	0.04	0.00
Onsite Banker Plus Items, 1-200	0	0.03	0.00
Online Stop Payments	0	18.30	0.00
eStatements - Online Statements	0	0.00	0.00
Additional Recommended Services			
ACH Positive Pay	1	30.00	30.00
Payee Positive Pay	1	60.00	6.00
Payee Positive Pay Per Item Fee	64	0.08	5.12
Express Deposit Monthly Fee	1	50.00	50.00
Express Deposit Items		0.10	0.00
Express Deposit Scanner Fee	**Waived**	**700.00**	**Waived**
Express Deposit Set Up Fee	**Waived**	**150.00**	**Waived**

Five year agreement for proposed fees.

EXHIBIT B

WESTAMERICA BANK

P.O. Box 1200,
Suisun City, CA 94585-1200

Account Analysis
March 2026

Account Number	[redacted]
Settlement Period Ends	March 2026
Statement Date	April 6, 2026
	Page 1 of 3

For Questions Regarding Your Statement, Contact:
ANGELA REYMUNDO
(707) 987-8650

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
19400 HARTMAN RD
HIDDEN VALLEY LAKE CA 95467

1 (287) D 0537473605

Balance Summary

Average Ledger Balance	$1,099,077.03
Less Average Float	$3,776.23
Average Collected Balance	$1,095,300.80
Average Negative Collected Balance	$0.00
Average Positive Collected Balance	$1,095,300.80
Investable Balance	$1,095,300.80
Positive Collected Balance	$1,095,300.80
Less Balance Required for Services	$3,185,097.73
Excess/(Deficit) Balance	($2,089,796.93)

Results Summary

Analyzed Results

Earnings Credit at 0.200000% of Investable Balance	$186.05
Less Total Analyzed Fees	$541.03
Total Analyzed Results	($354.98)

Total Analyzed Service Charges This Statement $354.98

The Total Deficit Analyzed Result of $354.98 will be Charged to Account 0537473605 on 04/15/26.

WESTAMERICA BANK

P.O. Box 1200,
Suisun City, CA 94585-1200

HIDDEN VALLEY LAKE COMMUNITY SERVICES

Account Analysis
March 2026

Account Number	[redacted]
Settlement Period Ends	March 2026
Statement Date	April 6, 2026

Service Detail

Service Description	Volume	Unit Price	Total Fee	Balance Required
Balance & Compensation Information				
Deposit Insurance Charge	1,099	$0.1167	$128.25	$755,020.58
General Account Services				
Account Maintenance	1	$19.0000	$19.00	$111,854.90
Depository Services				
Credits And Deposits	21	$1.4000	$29.40	$173,080.74
Coin / Currency Deposited	10,980	$0.0013	$14.27	$84,008.92
Checks Deposited, Westamerica	74	$0.1500	$11.10	$65,346.81
Checks Deposited Non - Westamerica	401	$0.1500	$60.15	$354,109.07
Return Item	3		$0.00	
Paper Disbursement Services				
Checks And Debits Paid	64	$0.2000	$12.80	$75,354.88
Commercial Dvd Items	64	$0.0400	$2.56	$15,070.98
Commercial Dvd	1	$50.0000	$50.00	$294,355.00
Acct Recon / Positive Pay Services				
Positive Pay Monthly	1	$60.0000	$60.00	$353,226.00
Positive Pay Items	64	$0.0500	$3.20	$18,838.72
ACH Services				
ACH Received Debit/Credit	98	$0.2000	$19.60	$115,387.16
Onsite Banker Plus ACH Itm 1-100	100	$0.2500	$25.00	$147,177.50
Onsite Banker Plus ACH Itm 101-500	85	$0.2000	$17.00	$100,080.70
Onsite Banker Plus ACH Origination	1	$20.0000	$20.00	$117,742.00
Onsite Banker Plus ACH Files	3	$8.0000	$24.00	$141,290.40
Wire Transfer Services				
Incoming Wire	1	$15.0000	$15.00	$88,306.50
Electronic Banking Services				
Onsite Banker Plus Basic Fee	1	$20.0000	$20.00	$117,742.00
Onsite Banker Plus Items	194	$0.0500	$9.70	$57,104.87
Total Analyzed Fees			$541.03	$3,185,097.73
Total Fee Based Fees			$0.00	
Total Waived Fees			$0.00	

$5,887.10 in Positive Collected Balances Offset $1.00 of Total Fees for all Analysis Based Services.

WESTAMERICA BANK

P.O. Box 1200,
Suisun City, CA 94585-1200

HIDDEN VALLEY LAKE COMMUNITY SERVICES

Account Analysis
March 2026

Account Number	[redacted]
Settlement Period Ends	March 2026
Statement Date	April 6, 2026
	Page 3 of 3

Historical Summary

Month	Average Ledger Balance	Average Positive Collected Balance	Investable Balance	Excess/ Deficit Balance	Earnings Credit Amount	Analysis Based Fees	Fee Based Fees	Service Charges Due
April	1,061,240	1,057,391	1,057,391	-1,246,005	261	568	0	307
May	858,401	855,413	855,413	-1,222,222	218	529	0	311
June	1,062,577	1,047,715	1,047,715	-1,195,536	258	553	0	295
July	994,327	990,955	990,955	-1,076,789	252	527	0	274
August	660,772	653,371	653,371	-1,219,510	166	477	0	311
September	792,330	787,552	787,552	-1,511,247	168	491	0	323
October	976,531	973,227	973,227	-1,859,004	198	577	0	379
November	1,106,815	1,103,243	1,103,243	-1,545,843	218	523	0	305
December	1,256,573	1,250,003	1,250,003	-2,156,920	212	579	0	366
January	1,094,850	1,091,423	1,091,423	-2,010,314	185	527	0	341
February	911,333	905,895	905,895	-2,337,327	139	498	0	359
March	1,099,077	1,095,301	1,095,301	-2,089,797	186	541	0	355
Average	989,569	984,291	984,291	-1,622,543	205	532	0	

EXHIBIT C

SAMPLE ACCOUNT ANALYSIS STATEMENT

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
19400 HARTMAN RD
HIDDEN VALLEY LAKE CA 95467

Add Express Deposit,
ACH Positive Pay,
Payee Positive Pay
Remove CD-Rom

STATEMENT PERIOD:
March 2026
31 days in this cycle

CONSOLIDATED ACCOUNT ANALYSIS

Rel. Account Number: [redacted]
Number of Accounts: 1

BALANCE INFORMATION

	CURRENT
Average Ledger Balance	1,099,077.03
Less Average Float	3,776.23
Average Collected Balance	$1,095,300.80
Average Positive Collected Balance	1,095,300.80
Less Legal Reserve	0.00
Positive Balance Available for Earnings Allowance	$1,095,300.80

EARNINGS ALLOWANCE INFORMATION

	AVERAGE BALANCES	RATE	AMOUNT
Earnings Allowance on Positive Balance Available	1,095,300.80	0.200%	186.05
Expense on Negative Collected Balance	0.00	12.50%	0.00
Net Earnings Allowance			$186.05

ACCOUNT POSITION

Net Earnings Allowance	186.05
Less Activity Charges	-693.88
Amount Due	**$507.83**

Your account will be charged at the end of the month. $507.83
Collected Balance required per $1.00 of service charge is $6,541.22
This service charge could have been avoided by maintaining
an additional Average Positive Collected Balance of $3,321,841.49

HIDDEN VALLEY LAKE COMMUNITY SERVICES

31 days in this cycle

SERVICE ACTIVITY CHARGES FOR ACCOUNT:

TMA CODE	SERVICE DESCRIPTION	VOLUME	PRICE	SERVICE CHARGE	BAL REQUIRED
01	**GENERAL ACCT SERVICES**				
000230	DEPOSIT INSURANCE CHARGE (per $1,000)	1,099	0.1167	128.25	838,932.88
001000	ACCOUNT MAINTENANCE	1	22.00	22.00	143,906.81
06	**EXPRESS DEPOSIT SERVICES**				
100055	EXPRESS DEPOSIT MONTHLY FEE	1	50.00	50.00	327,060.93
10022A	EXPRESS DEPOSIT ITEMS	496	0.10	49.60	324,444.44
10	**DEPOSITORY SERVICES**				
100000	CREDITS AND DEPOSITS	21	1.40	29.40	192,311.83
10011Z	COIN & CURRENCY DEP	10980	0.0020	21.96	143,645.16
100220	CHECKS DEPOSITED	74	0.15	11.10	72,607.53
100222	CHECKS DEPOSITED, NON-WESTAMERICA	401	0.15	60.15	393,454.30
100400	RETURN ITEM	3	0.00	0.00	0.00
15	**PAPER DISBURSMENT SERVICES**				
150102	CHECKS AND DEBITS PAID	64	0.20	12.80	83,727.60
20	**ACCT RECON / POSITIVE PAY SERVICES**				
200000	ACH POSITIVE PAY BASE	1	30.00	30.00	196,236.56
200001	POSITIVE PAY BASE	1	60.00	60.00	392,473.12
200002	POSITIVE PAY PER ITEM	64	0.05	3.20	20,931.90
200008	PAYEE POSITIVE PAY BASE	1	60.00	60.00	392,473.12
200009	PAYEE POSITIVE PAY PER ITEM	64	0.08	5.12	33,491.04
25	**ACH SERVICES**				
250100	ONSITE BANKER "PLUS" ACH ITM 0-100	100	0.25	25.00	163,530.47
250101	ONSITE BANKER "PLUS" ACH ITM 101-500	85	0.20	17.00	111,200.72
250102	ONSITE BANKER "PLUS" ACH ITM 501-1000	0	0.15	0.00	0.00
250103	ONSITE BANKER "PLUS" ACH ITM 1001+	0	0.10	0.00	0.00
250202	ACH RECEIVED DEBIT/CREDIT	98	0.20	19.60	128,207.89
250504	ONSITE BANKER "PLUS" ACH TRANSMISSION	3	8.00	24.00	156,989.25
251100	ONSITE BANKER "PLUS" ACH USAGE	1	20.00	20.00	130,824.37
35	**WIRE TRANSFER SERVICES**				
350302	INCOMING WIRE	1	15.00	15.00	98,118.28
40	**ELECTRONIC BANKING SERVICES**				
400000	ONSITE BANKER "PLUS" BASIC FEE	1	20.00	20.00	130,824.37
400220	ONSITE BANKER "PLUS" ADD ACCT FEE		5.00	0.00	0.00
400221	ONSITE BANKER "PLUS" PER ITEM FEE (1-200)	194	0.05	9.70	63,449.82
400222	ONSITE BANKER "PLUS" PER ITEM FEE (201-1000	0	0.04	0.00	0.00
400223	ONSITE BANKER "PLUS" PER ITEM FEE (1001-)	0	0.03	0.00	0.00
TOTAL ACTIVITY CHARGES				**693.88**	**4,538,842.37**

BANKING SERVICES PROPOSAL FOR

Response to the 2026 RFP for Banking Services

April 30, 2026

River City Bank

PUBLIC SECTOR BANKING DIVISION

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Cover Letter

On behalf of the entire River City Bank ("RCB") team, we would like to express our gratitude for this opportunity to establish a banking relationship with the Hidden Valley Lake Community Services District (the "District"). Our responding bid ("Proposal") outlines how we expect to assist the District in meeting - and exceeding - its banking needs and goals.

As background on our institution, River City Bank has been a trusted financial partner in the Sacramento region since our founding in 1973. While still majority-owned by the original founding Kelly family, we have grown to become California's premier commercial bank with **~$5.15 billion in assets as of 12/31/2025**.

River City Bank takes a concierge approach to taking care of clients and provides high-touch service with dedicated relationship management teams. We pride ourselves on proactively managing our relationships and reaching out if we identify any services or changes to account structures which would be beneficial for our clients. Your relationship manager, designated account officers, and the cash management team are all readily available and accessible by phone and e-mail during business hours (and outside of business hours, in the case of emergencies) and will ensure that the District is promptly supported with all its needs, questions, and requests.

River City Bank remains committed to serving local communities and government agencies – our dedication to these efforts was officially memorialized by the establishment of the **Public Sector Banking Division** in January 2025, after having **serviced public sector clients for nearly 40+ years.** The Division offers a full suite of customized banking services tailored to the unique loan, deposit, and banking needs of various public entities, municipalities, governmental non-profits, tribal nations, joint powers authorities, and other public agencies. As of 4/1/2026, the Bank's Public Sector Banking Division currently manages over **$2.4 billion in public fund deposits**, demonstrating our experience, familiarity, and capacity to support large-scale public sector operations.

We believe River City Bank is an excellent fit for the District because of our proven dedication to the public sector, along with our deep Sacramento roots. Our headquarters, and the domicile of the Public Sector Banking Division, are located at **2480 Natomas Park Drive, Suite 150, Sacramento, CA 95833.** The Bank also maintains 8 active branches with in-person banking services across the Sacramento region, and **the ability to coordinate courier services** for clients out of Bank's branch footprint.

At River City Bank, we strongly believe in giving back to the communities we serve, and one meaningful way we can do that is by providing cost-effective banking solutions to help agencies preserve taxpayer dollars. Ultimately, we are pleased to present this Proposal for the District's consideration, which features account structuring and banking services recommendations to **meet the District's requested needs** and help **maximize the District's interest earnings potential via our market-based investment products** and **minimizing its monthly banking fees (~$350 average monthly cost *savings* assessed based on RCB's current 1.00% Earnings Credit Rate).**

Please don't hesitate to reach out to Olivia Gray at the contact information below, should you have any additional questions or follow-ups to our Proposal. **Lastly, the Bank confirms that the terms and fees in this Proposal shall be firm for at least 90 days following the 4/30/2026 RFP proposal submission deadline.**

Sincerely,

Stephen Fleming
President & CEO
(916) 549-4595
sfleming@rivercitybank.com

Olivia Gray
VP, Portfolio Manager
(925) 285-1119
olivia.gray@rivercitybank.com

Bank Overview

Bank Background

River City Bank is the largest independent, locally owned, and managed back in the Sacramento region. Our headquarters are located at 2480 Natomas Park Drive, Suite 150, Sacramento, CA 95833. As of April 2026, RCB's staff was comprised of 160 employees, with 130 working locally and the remainder working remotely across the US. Governance is provided through RCB's executive team and its 10-member Board of Directors.

Public Sector Banking Qualifications & Experience

RCB's dedicated Public Sector Banking Division has extensive experience with providing a range of deposit, cash management, and financing services (e.g., municipal debt arrangements, project financing, lending opportunities) to a variety of public entities and agencies, such as counties, cities, towns, municipalities, joint powers authorities, local water districts and utility companies, local public programs, and sovereign tribal entities. *References are provided in the applicable "References" section of this RFP response, and more information can be provided upon specific request.*

River City Bank is a qualified depository of public funds in the State of California and maintains the ability to collateralize public fund deposits in accordance with the State's public fund deposit requirements. **As of 12/31/2025, RCB held $2.4 billion in public funds deposits amongst 49 public sector clients**, of which **~$1.064 billion was Bank-collateralized** in accordance with the State of California's public fund deposit security requirements and the remainder was fully insured via 100% FDIC-insured deposit account products.

Overall, RCB is extremely familiar with the nuanced account opening process, general account structuring limitations, and collateralization requirements necessary to bank with public entities and accept public fund deposits, associated with its 40+ years of public sector banking experience.

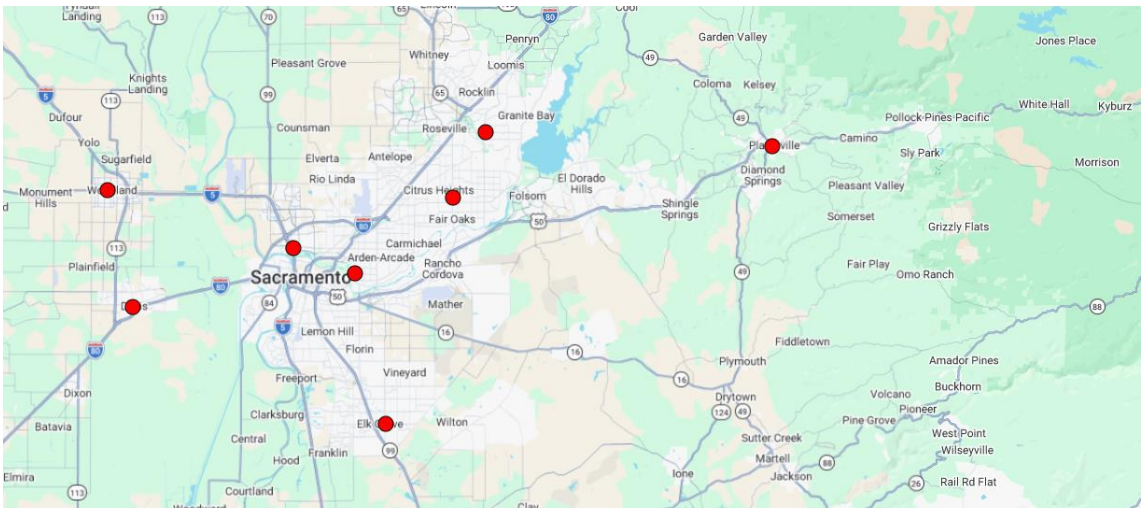
Additional public fund reporting considerations include:

1. The Bank's dedicated Public Sector Banking Division team maintains robust knowledge on California Government Code for public fund deposits and stays apprised of any changes to legislation.
2. The Division also works closely with RCB's Finance and Accounting team to monitor RCB's public fund collateral positions closely to ensure compliance.
3. The Bank submits weekly and quarterly public fund collateralization reports to the FDIC, which may be provided to the District upon specific request. Other evaluation and status reports may be provided upon inquiry, if applicable to RCB.
4. The Bank can complete and respond to all legitimate transaction, account, compliance and/or data information requests from the District or its verified auditors, including submission of the Bank's financial statements for the District's review.
5. A copy of River City Bank's Contract for Deposit of Public Funds (our public client banking service agreement) is included in the Appendix for the District's reference and review.

Locations – Branches, Offices, ATMs

- River City Bank maintains **8 active branches** with in-person, local banking services available. All branches are mapped out for the District's convenience, with the specific address and access hours provided below.

  Although the Bank does not maintain any branches in Lake County or near the District's general service area (nor are any expected to be opened in the near-term), Bank may coordinate courier services to arrange any requisite pick-ups/drop-offs between the District, the courier provider, and Bank's local correspondent bank facilities/partners.



Citrus Heights
5650 Sunrise Blvd.
Citrus Heights, CA 95610
(916) 863-2265

Hours:
Monday-Friday:
10:00 a.m. – 4:00 p.m.

Davis
239 E St.
Davis, CA 95616
(530) 753-1131

Hours:
Monday-Friday:
10:00 a.m. – 4:00 p.m.
Closed between 1:00 p.m. – 2:00 p.m. daily

Elk Grove
8923 Elk Grove Blvd.
Elk Grove, CA 95624
(916) 503-7200

Hours:
Monday-Friday:
10:00 a.m. – 4:00 p.m.

Granite Bay
4033 Cavitt Stallman Rd., Suite 200
Granite Bay, CA 95746
(916) 780-6515

Hours:
Monday-Friday:
10:00 a.m. – 4:00 p.m.

Placerville
348 Main St.
Placerville, CA 95667
(530) 626-0700

Hours:
Monday-Friday:
10:00 a.m. – 4:00 p.m.
Closed between 1:00 p.m. – 2:00 p.m. daily

Sacramento
900 Howe Ave.
Sacramento, CA 95825
(916) 567-2800

Hours:
Monday-Friday:
10:00 a.m. – 4:00 p.m.

Sacramento (Corporate)
2480 Natomas Park Dr., Suite 100
Sacramento, CA 95833
(916) 567-2669

Hours:
Monday-Friday:
10:00 a.m. – 4:00 p.m.
No weekend access.

Woodland
199 Main St.
Woodland, CA 95695
(530) 666-6681

Hours:
Monday-Friday:
10:00 a.m. – 4:00 p.m.

- RCB ATM locations and other customer banking services can be located through MoneyPass, at this link: https://www.moneypass.com/atm-locator.html

- RCB maintains **2 corporate offices** in California, located at 2480 Natomas Park Drive, Suite 150, Sacramento, CA 95833 (RCB headquarters) and 201 Mission Street, Suite 1300, San Francisco, CA 94105 (RCB's Commercial Banking satellite office).

- RCB observes and recognizes the following holidays as bank holidays (i.e., branches and offices are closed):
    - New Year's Day
    - Martin Luther King, Jr. Day
    - Presidents' Day
    - Memorial Day
    - Juneteenth
    - Independence Day
    - Labor Day
    - Columbus Day / Indigenous People's Day
    - Veteran's Day
    - Thanksgiving Day
    - Christmas Day

Financial Condition

Your money is safe at River City Bank due to our proven conservative financial management over the past 52 years. Since our founding in 1973, River City Bank has maintained a rigorous policy of conservative risk management. This is reflected in the numbers, as well as in the accolades we have earned from numerous respected independent ratings agencies, and it all contributes to the confidence that the District will experience when banking with us. The strength of a bank's balance sheet is typically based on three factors: its loan quality, capital levels, and liquidity position:

- **Loan Quality.** The Bank's philosophy is to seek out clients that are well-managed and have proven success over a sustained period of time. These clients' sound financial practices include on-time payments. The Bank's $4.6 billion loan portfolio had a delinquency percentage of 0.00% as of December 31, 2025.

- **Capital Strength.** As of September 30, 2025, RCB's Common Equity Tier 1 Capital Ratio was 12.8%. Additionally, as of December 31, 2025, RCB's Non-performing Assets/(Total Loans+ Other Real Estate Owned) was 0.00%. These figures culminate in RCB's risk-based capital classification as being Well Capitalized per FDIC capitalization requirements.

- **Healthy Liquidity.** With a net loan-to-deposit ratio of 87% as of December 31, 2025, River City Bank has a liquid balance sheet; this means that the District can rest assured that River City Bank is able to meet all its deposit withdrawal needs in a timely fashion. In addition to our balance sheet liquidity, River City Bank has immediate access to funding sources from other financial institutions and government agencies.

  For our public funds clients, such as the District, it is also important to note that all funds will be collateralized or fully FDIC insured in accordance with CA Government Code requirements.

River City Bank's reported capital and asset positions for the last three fiscal years are provided in the table below:

Metrics	FYE 12/31/2023	FYE 12/31/2024	FYE 12/13 2025
Capital Position	$417,730,000	$484,740,000	$548,491,000
Total Assets	$4,932,029,000	$5,143,528,000	$5,801,890,000
Tier 1 Leverage Ratio	8.2%	9.1%	9.4%
Total Risk Based Capital Ratio	13.2%	13.5%	14.0%

RCB remains in an extremely healthy financial condition and recently reported another strong year of net profits in FY'25. A copy of RCB's FY'25 financials can be found at the following link: River City Bank – 2025 Annual Report.

Credit Rating

River City Bank does not currently maintain a credit rating. However, top independent bank rating services have awarded RCB consistently exceptional ratings as evidenced by BauerFinancial's "5-Star Superior" rating (included in the Appendix), Veribanc's highest "Green Three Out of Three" rating, and Findley Reports' "Super Premier" rating. RCB was also ranked #6 on Bank Director's 2025 list of "The Best U.S Banks" (out of 4,000 banks operating nationally).

Should the District have any banking needs that require a credit rating, those services are available through our correspondent banking partnership with US Bank N.A. More information on those services is available upon request.

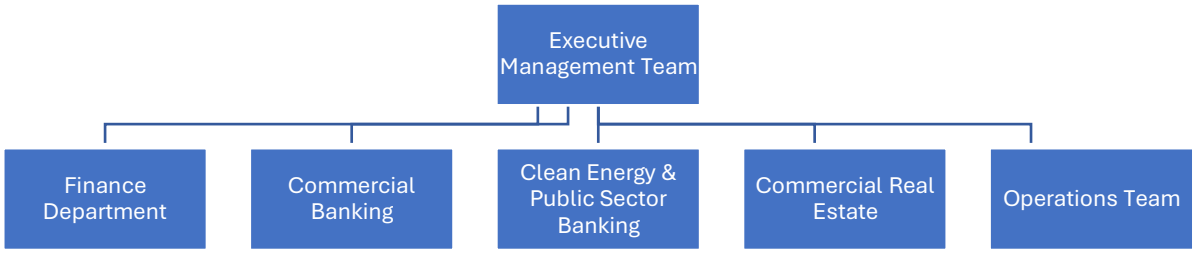
Our correspondent bank's current and historic credit ratings are summarized in the table below.

Year	Moody's	S&P	Fitch
2025	A2 / Stable (Long-Term) P-1 (Short-Term)	A+ / Stable (Long-Term) A-1 (Short-Term)	A+ / Stable (Long-Term) F1 (Short-Term)
2024	A2 / Negative (Long-Term) P-1 (Short-Term)	A+ / Stable (Long-Term) A-1 (Short-Term)	A+ / Stable (Long-Term) F1 (Short-Term)
2023	A2 / Negative (Long-Term) P-1 (Short-Term)	A+ / Stable (Long-Term) A-1 (Short-Term)	A+ / Stable (Long-Term) F1 (Short-Term)

Key Personnel

Management & Organizational Chart

Please see an overview of the Bank's organizational structure below, along with a list of the current executive team with contact information.





Steve Fleming
President & CEO
(916) 567-2649
sfleming@rivercitybank.com



Patricia Lewis
EVP-Chief Operating Officer
(916) 567-2734
pat.lewis@rivercitybank.com



Brian Killeen
EVP-Chief Financial Officer
(916) 567-2702
brian.killeen@rivercitybank.com



Rosa Cucicea
SVP- Director of Clean Energy and Public Sector Banking
(925) 323-6022
rosa.cucicea@rivercitybank.com



Dan Franklin
EVP-Director of Commercial Real Estate
(925) 398-2761
dan.franklin@rivercitybank.com



Ken Imwinkelried
SVP-Chief Credit Officer
(916) 567-2647
ken.imwinkelried@rivercitybank.com



Tony Eyer
SVP-Director of Information Technology
(916) 567-2682
tony.eyer@rivercitybank.com



Jeremy Spencer
SVP- Director of Internal Audit
(916) 567-2644
jeremy.spencer@rivercitybank.com

Dedicated Relationship Team & Account Managers

The District's banking services implementation, relationship, and day-to-day service requests will be managed by Olivia Gray (VP, Portfolio Manager) and the Bank's local Cash Management team, with oversight provided by Steve Fleming (President & CEO) and Rosa Cucicea (SVP, Director of the Clean Energy & Public Sector Banking Divisions). **Your relationship manager will provide highly-responsive service and support, and can be reached during standard business hours and business days (and outside of business hours or on weekends should a time-sensitive or urgent banking emergency arise).**

The District may also contact RCB's Cash Management and Customer Support teams in Sacramento at **(916) 567-2899** or **(800) 564-7144**. These representatives are available **Monday through Friday from 8:00 a.m. to 6:00p.m. and Saturday from 9:00 a.m. to 1:00 p.m.**

Altogether, RCB will ensure the District's needs are addressed promptly, and that the Bank is fulfilling its contractual obligations. Furthermore, **annual meetings are scheduled with all RCB clients to conduct a comprehensive relationship review,** including formally reviewing all accounts and services to determine if any changes or additions are needed, confirming the client's operating

activities and preferences as it pertains to banking services, and hosting an in-depth cyber security and information security discussion to share best practices and educational materials.



Stephen Fleming
President & CEO
(916) 567-2649 Ph
sfleming@rivercitybank.com

As President & CEO, Steve will oversee the relationship with the District and will be involved in all major decisions. Since September 2008, Steve has been President & Chief Executive Officer of River City Bank, the largest and most profitable bank based in Sacramento. Under his leadership RCB has grown from $800 million to $5.8 billion in total assets. Steve's leadership was instrumental in RCB's decision to become a leader in the Public Sector, especially with RCB's involvement in supporting the energy-related Community Choice Aggregator's and later other public sector entities such as cities, counties, and special districts.

He has over 40 years of banking experience, including over 20 years with Bank of America in Sacramento and London, England. Steve received a BA in Economics from the University of California at Davis and was awarded membership in the Phi Beta Kappa honor society. He also completed his MBA at the University of California at Berkeley.



Rosa Hilmarsdottir Cucicea
SVP – Director of Public Sector Banking Division
(925) 323-6022 Cell
rosa.cucicea@rivercitybank.com

Note: *Rosa is currently on maternity leave through July/August 2026. Once she returns, she will oversee the District's relationship, with Olivia Gray maintaining her role as the District's day-to-day contact.*

As Senior Vice President and Director of the Public Sector Banking Division, Rosa Cucicea oversees the Bank's public sector banking portfolio. Rosa is also a member of RCB's Executive Management team and reports directly to the President & CEO, Steve Fleming. Under her stewardship RCB has become a clean energy and public sector leader in California by serving a majority of the state's Community Choice Aggregators, providing financing to new and existing renewable energy projects, and supporting other local sustainability efforts and public agency banking needs.

Rosa graduated with honors from the University of California, Davis with a bachelor's degree in economics and obtained an MBA from the Berkeley Haas School of Business.



Olivia Gray
VP – Portfolio Manager
Clean Energy & Public Sector Banking Divisions
(925) 285-1119 Cell
olivia.gray@rivercitybank.com

Olivia will serve as the District's primary account officer and contact for day-to-day deposit account questions, inquiries, support, and other needs. Olivia has been with River City Bank since 2019 and officially joined the Clean Energy Division in 2021 (and Public Sector Banking upon 2025 establishment). She is well-versed in the RCB's banking offerings, cash management services, and deposit account products - especially those tailored for public fund clients along with the nuanced public fund banking restrictions and requirements. She is readily available to offer banking support, and enjoys brainstorming about creative solutions to optimize client banking needs.

Her former roles include Commercial Banking Associate and Credit Analyst, and eventual promotion to Portfolio Manager in 2024 and VP in early 2025. In 2024, Olivia was also the youngest recipient to have been awarded RCB's prestigious President's Club Award.

Olivia graduated summa cum laude from UC Davis in 2019, with a Bachelor of Arts Degree in Economics, with minors in Environmental Horticulture and European History.



Jason Arebalo
VP, Business Development Officer
Clean Energy & Public Sector Banking Divisions
(415) 226-5533 Cell
jason.arebalo@rivercitybank.com

Jason is the Business Development Officer for RCB's Clean Energy & Public Sector Banking Divisions, and is based out of RCB's San Francisco office. Through his role, Jason identifies and supports prospective public sector clients (e.g., municipalities, special districts, public agencies, etc.) by establishing and maintaining meaningful connections, providing thoughtful, community-centered service, building trusted client relationships, and coming up with creative solutions to meet the stated business banking needs.

Jason officially joined the RCB team in January 2026, but has 20+ years of financial and banking experience. Prior to his role with RCB, Jason previously worked with a large community credit union that was focused on civic, government, and community engagement initiates. Jason earned a BS in Marketing from Sonoma State University.



Max Baker
Portfolio Manager
Clean Energy & Public Sector Banking Divisions
(530) 965-0168 Cell
max.baker@rivercitybank.com

Max will assist Olivia and Jason as the District's secondary account officer and is available for day-to-day deposit questions and account support. Max joined River City Bank in 2024 after graduating manga cum laude from the University of Southern California with a degree in Business Administration, emphasis in finance.



Ben Tescher
AVP – Cash Management Supervisor
(916) 567-2660 Ph | (916) 337-9257 Cell
ben.tescher@rivercitybank.com

Ben helps oversee the daily operations of the Cash Management team. He is responsible for account opening, onboarding, and daily support to clients. Ben has nearly 10 years of banking experience and has been with River City Bank since 2017. Prior to his role as Cash Management Supervisor, Ben worked as a Cash Management Representative and Cash Management Officer, and as RCB's Electronic Banking Analyst.



Kinzie Nichols-Petifer
VP – Cash Management Manager
(916) 567-2658 Ph | (916) 533-8201 Cell
kinzie.nichols@rivercitybank.com

Kinzie manages and oversees the daily operations and support functions of RCB's Cash Management department. She is responsible for account opening, onboarding activities, customer implementation, and staff development of the Cash Management products and daily procedures. Kinzie has been with River City Bank since 2005.

Implementation Timeline & Support

Please see the estimated timeline below for the Bank's new account opening and banking service implementation process, assuming the District selects Bank as its banking partner around July 1, 2026. The timeframes quoted are estimates, but Bank will endeavor to provide expeditious and prompt service and/or will aim to accommodate the District's desired schedule.

The Bank will provide implementation and new account support via phone, e-mail, written instructions, and/or employee training sessions via virtual Team/Zoom meetings as-needed. Vendor demos may be offered and scheduled upon request after RCB account opening is complete (e.g., Merchant Services, Commercial Card).

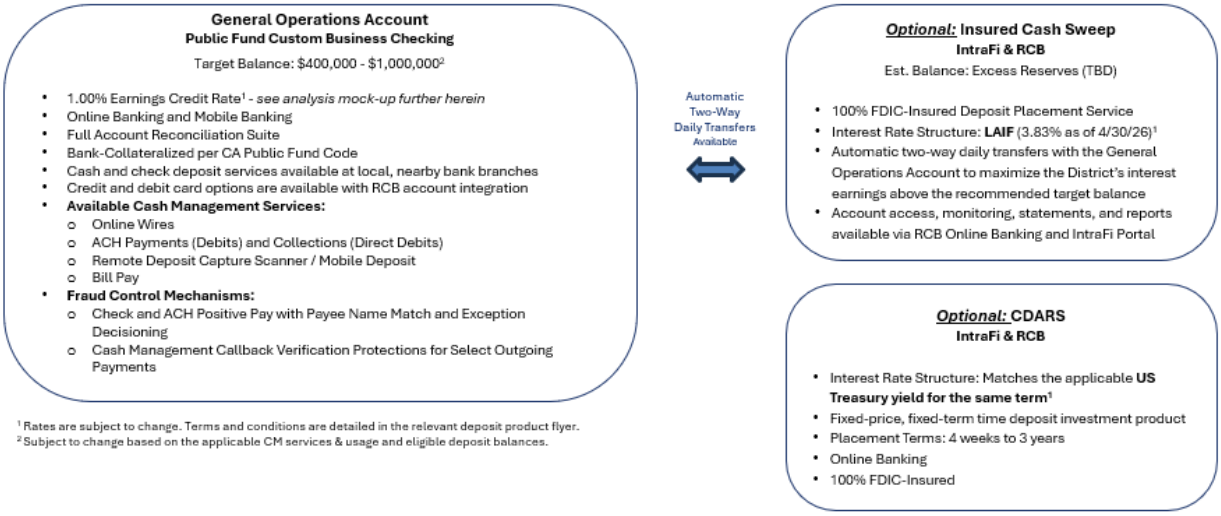
River City Bank - New Deposit Client Implementation Timeline				
Task Name	**Duration**	**Responsible Party**	**Start**	**Finish**
Account Opening				
Hidden Valley Lake CSD Selects Bank Partner	0 days	District	7/1/2026	7/1/2026
Contract/Initial Agreements Reviewed & Executed	15 days	District / RCB RM	7/1/2026	7/16/2026
Gather Legal and Account Documents	15 days	District / RCB RM	7/16/2026	7/31/2026
Open Deposit Accounts	1 day	District / RCB RM / RCB CM	7/31/2026	7/31/2026
Cash Management Service Set-Up				
Initial Cash Management Meeting with District	5 days	District / RCB CM	7/31/2026	8/5/2026
Bank Completes Cash Management Risk Review	10 days	District / RCB CM	8/5/2026	8/15/2026
Complete Online Set-Up	5 days	RCB CM	8/15/2026	8/20/2026
Administrator/Staff Training	10 days	District / RCB CM	8/20/2026	8/30/2026
GO LIVE with RCB Accounts and Services	60 days			
Responsible Parties • RCB RM = Olivia Gray • RCB CM = Ben Tescher • District = Hidden Valley Lake Community Services District				

Summary of Proposed Banking Services

To emphasize, Bank confirms that the terms and fees in this Proposal shall be firm for at least 90 days following the 4/30/2026 RFP proposal submission deadline.

Recommended Accounts & Structure Overview

In order to meet the District's stated goals, River City Bank recommends utilizing the following business relationship for Hidden Valley Lake Community Services District.



- **Analyzed Checking Account** for the General Operations Account, with optional connection to an Insured Cash Sweep Account (proposed below) to maximize interest earnings.
    - In that scenario, RCB recommends a target **balance for the General Operations ranging between $400,000 to $1,000,000,** with two-way automatic daily sweeps to facilitate automatic deposit transfers and minimize manual transfer management.
    - **All RCB cash management and banking fees expected to be fully offset by RCB's 1.00% Earnings Credit Rate, under both the $400,000 and $1,000,000 target balance scenarios.**
- **IntraFi Insured Cash Sweep ("ICS")** savings/investment account to hold a portion of the District's excess reserves, featuring 100% FDIC-insurance and a competitive, market-based interest rate that will track the most recent **Local Agency Investment Fund ("LAIF")** yield published by the State of California's Treasury Department. ICS deposit accounts are permissible for public agencies under CA Gov. Code 53601.8.

  The ICS product may serve as a possible investment substitute or enhancement to the District's LAIF holdings based on the similar rate structure, albeit with simplified liquidity and fund access (all funds in ICS are available for same-day withdrawal).

ICS® – IntraFi Cash Service

With ICS, you will only need to work with River City Bank for your deposits, investments, withdrawals and statements. Enjoy the simplicity of working with one bank, one rate and one statement which includes the list of accounts, interest and other details.

Access to multi-million-dollar FDIC protection on saving deposits

- Earn money market deposit account level interest rates
- Enjoy the convenience of working directly with only one bank
- Have the security of knowing that your funds are eligible for protection backed by the full faith and credit of the federal government

How It Works

- Establish a transaction account with River City Bank
- We place your ICS funds into MMDA or Demand Accounts at other banks in the ICS Network
- Both principal and interest are eligible for FDIC insurance protection by depositing amounts less than the standard FDIC insurance maximum
- Your funds will receive coverage from many banks while working with just one.

*Placement of funds through the ICS or CDARS service is subject to the terms, conditions, and disclosures in the agreements for the service, including the Deposit Placement Agreement ("*DPA*"). Limits apply and customer eligibility criteria may apply. In the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS or CDARS settlement for a deposit or after ICS or CDARS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any arrangements it finds necessary to have such balances adequately protected in a manner consistent with applicable law.

- **IntraFi Certificate of Deposit Account Registry Service ("CDARS")** for optional longer-term, fixed-price, time deposit investments, featuring 100% FDIC-insurance and rates that track to the **corresponding US Treasury yield by term**.

The chart below examples the Bank's Public Fund CDARS rates effective as of 4/29/2026. Terms and conditions are included in the CDARS product disclosure, provided in the Appendix.

RCB CDARS Rates*	**US Treasury Term**	**1 Mo**	**3 Mo**	**6 Mo**	**1 Yr**	**2 Yr**	**3 Yr**
	Corresponding CDARS Term	*4 Wks*	*13 Wks*	*26 Wks*	*52 Wks*	*2 Yrs*	*3 Yrs*
Daily US Treasury Par Yield Curve Rates		3.68%	3.68%	3.73%	3.75%	3.92%	3.94%
RCB CDARS Rate		**3.68%**	**3.68%**	**3.73%**	**3.75%**	**3.92%**	**3.94%**
**As of 4/29/2026*							

CDARS® - Certificate of Deposit Account Registry Service

With CDARS®, you get one bank, one rate and one statement which includes the list of CDs, the maturity dates and issuers, interest earned and other details. River City Bank team members will be the only people you will work with at any time or for any service.

Through the CDARS® service, clients have easy access to multi-million-dollar FDIC protection on CD investments.

- Enjoy the benefit of CD-level interest rates.
- Convenience of working with only one bank.
- Have the security knowing your large deposits eligible for FDIC insurance.

How It Works

- When large deposits are made through the CDARS® service, River City Bank places those funds into CDs issued by other banks in the CDARS® Network.
- Deposits are in increments less than the standard FDIC insurance maximum ensuring that both principal and interest are eligible for FDIC insurance protection.
- Your CDs will receive coverage from many banks while working directly with just one.

*Placement of funds through the ICS or CDARS service is subject to the terms, conditions, and disclosures in the agreements for the service, including the Deposit Placement Agreement ("*DPA*"). Limits apply and customer eligibility criteria may apply. In the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS or CDARS settlement for a deposit or after ICS or CDARS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any arrangements it finds necessary to have such balances adequately protected in a manner consistent with applicable law.

Banking and Cash Management Services

RCB offers a variety of cash management and banking solutions that aim to meet all the District's banking needs, streamlines its processes, improve safety and security of assets, and minimize risk of fraudulent activity. More information on the available products and services is discussed hereafter.

RCB Commercial Online Banking – Functionality, Controls, and Reports

River City Bank can meet all of the District's electronic banking needs via our Commercial Online Banking platform, in which all cash management ("CM") services will be implemented, all accounts will be integrated, transaction history reporting is available, and account management and security controls are available.

More specifically, the District can manage and monitor deposits submitted via Remote Deposit Capture or Mobile Deposit, initiate payments or disbursements via ACH Payments Origination or

Online Wires and access a full account reconciliation suite (which includes both check Positive Pay and ACH Positive Pay) for routine account monitoring and accounting purposes.

RCB's Commercial Online Banking platform offers access to accounts, transactions, and reporting 24 hours a day, 7 days a week. Online Banking Administrators can create and edit sub-users – for security, each user is assigned its own user ID and should maintain private log-in credentials; multi-factor authentication is required for all system logins; and log-in tokens are available upon request.

- **Reports & Statements.** Reports include date range transaction searches, searches for specific transactions, service-specific reports (for authorized/entitled users), and user activity reports (for online administrators only).
    - All reporting is available online at no cost, and reports or selected data can be exported to Excel, CSV, BAI2 and other common reporting formats.
    - Reporting may be available as soon as the next business day for the date or transaction in question. Prior day reports are generally available around 3:00am PST.
    - Transactions are posted in real-time and are maintained on the site for a period of eighty-four months.
    - Account statements are available On-Demand to the District via RCB's Commercial Online Banking, and a prepared on the 1st business day following the prior month-end (applicable to the general public fund checking and savings accounts).
- **Online Banking Transactions & Dual Controls.** Via RCB's Commercial Online Banking, users can set-up and initiate both ACH and Online Wire transactions (along with manage or use other CM services, such as Remote Deposit Capture, Bill Pay, and/or Open Access).
    - Dual controls and other control settings can be enabled by the District to enhance security for online payment transactions. You can set a specific number of approvals required for certain transactions based on dollar amount and can also require the approving user to be separate from the user that entered the transaction.
    - In addition to dual controls and collecting all required approvals, all outgoing ACH and Online Wire transactions require verification via a one-time security code sent via a phone call or text message to the approving user's phone number on record.
- **Check Images.** Electronic images of cleared checks are visible in RCB's Commercial Online Banking platform. Checks that have been approved and cut, but not yet cleared, can be visible through the file upload within Positive Pay (no images available until cleared). Images of paid checks are available via the Commercial Cash Management platform the day after the check clears the account.
    - Images are available online for 84 months. Images of cleared checks will also appear on the monthly statement. At the City's request, images can be mailed or faxed if needed.
    - Via our Positive Pay service, the District can update the status of issued checks immediately after submission. This includes the ability to manually update the amount, check number and/or name of outstanding check items entered into Positive Pay.

- Additionally, the District can upload a file containing multiple checks to 'delete' them from Positive Pay. Items that are erroneously flagged as exceptions for serial number or amount mismatch can be 'corrected' on the date they present for a decision via our 'Correct exceptions' feature.

Armored Car or Courier Services – Cash & Check Pickup/Dropoff

River City Bank can arrange armored car services or courier services for the District to coordinate local pick-ups and drop-offs at the Bank's vaults, branches, and/or correspondent banking locations since there are no local branches near the District's location. Bank can also collaborate with the District's existing armored car or courier provider (if applicable), provided that vendor is on Bank's approved third-party vendor list.

Regardless of the implementation method, Bank recommends that the District contract with the armored car and/or courier service provider directly (i.e., negotiate all costs and terms with the desired provider). In that scenario, **Bank would not typically expect to charge any additional fees for such services (none were included in the analysis mock-up further herein),** but it may depend on the specific pick-up/drop-off needs, route, schedule, and frequency.

Bank can procure a quote once the specific armored car/courier service needs are confirmed or clarified, and the District has confirmed its preferred service provider. Regardless, it's reasonably expected that any costs of armored car and/or courier services would be covered by the monthly earnings credit (~$500 average *surplus* credit calculated).

Remote Deposit Capture ("RDC")

River City Bank offers both traditional desktop remote deposit capture options (using a designated deposit scanner for upload and integration with RCB accounts), and an easy, convenient mobile deposit option in the Commercial Banking mobile app.

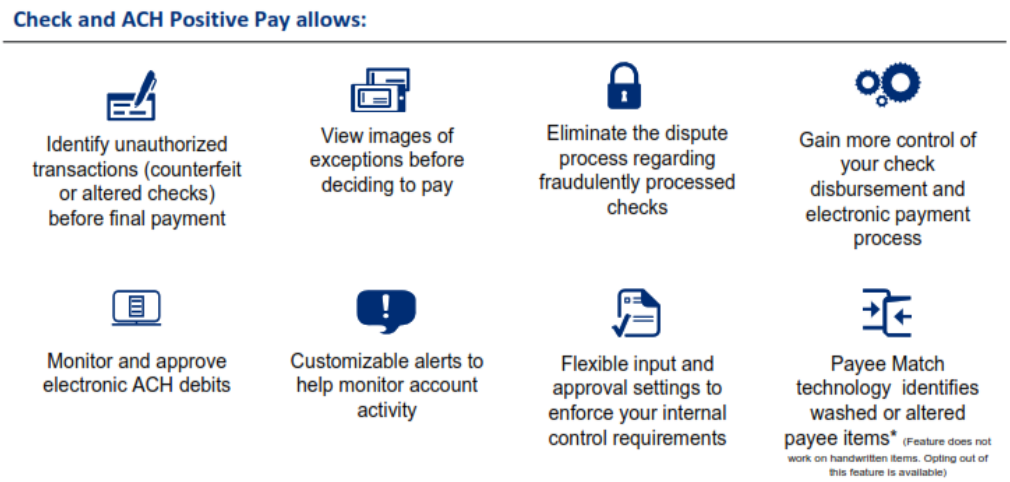
RCB utilizes a state-of-the-art RDC platform that is accessible and managed via single log-in to RCB's online banking platform. Our system offers the District the ability to scan multiple batches from multiple locations in the same day. Our service is compatible with most commercial remote deposit check scanners. The Bank can work at procuring the District a new scanner if needed.

Upon implementation, the Bank will work with the District to develop appropriate daily deposit limits. Single deposits or daily deposit totals that exceed the limit will be reviewed by the CM Team. This does not mean the District will be 'stopped' from making a deposit over the defined limits, but is utilized to help monitor deposit activity.

Deposits will post to the District's account as batches and become available the business day after the deposit is submitted. The cut-off time for next day availability on deposits submitted via RDC is 5:00pm PST during banking days. Deposits that meet this deadline will become available for withdrawal at opening of business on the first business day following deposit.

Positive Pay & Fraud Prevention Tools

RCB offers Positive Pay services for both Check payments issued and ACH debits against your account, with Payee Name Matching verification. The comprehensive Positive Pay service is recommended for all customers as a fraud prevention and fraud monitoring mechanism.



- RCB's ACH Positive Pay service allows clients tight oversight and controls with monitoring, managing, and reviewing all ACH debits placed against its enrolled accounts. Furthermore, ACH Positive Pay allows you to set-up various parameters surrounding these ACH debits such as whitelisting a specific vendor (by ACH ID number), setting dollar limits for ACH debits that automatically clear or require approval, the number of instances a transaction may occur, etc.

- Our Payee Name Matching is a two-line verification for paper checks issued, allowing for up to 96 characters to be input across the two lines for the check payee name. While we do not have restrictions on some formatting aspects (e.g., fonts), we do have a list of recommendations for check printing layouts to help reduce the amount of check misreads or false positives (we aim to keep those at 5% or less of total Positive Pay Check our target for misreads – this can be provided during implementation.

- As an additional security and control measure, RCB vets every all wire and ACH Payment transactions over a certain dollar amount initiated from your RCB accounts to check if it's a recurring or repeat payment/payee, or if the destination account and payee is new or different from what RCB has on file. RCB also performs outbound verbal callback confirmations on a secured line for all ACH Payments, and for Online Wires above a certain dollar threshold.

    - For originated ACH Transactions, River City Bank also utilizes a proprietary ACH fraud tool which detects new ACH entries as well as changes to previous entries (such as the funds being sent to a different account number for an employee compared to their last payment). In the event of a new or changed entry, River City Bank's practice is to verbally confirm the information with an authorized individual of the District.

    - For originated online Wire transactions, the Bank vets every wire to see if it has been originated by the District in the past, or if the wire instructions differ from wires previously sent to the beneficiary. The Bank also places outbound phone calls for ALL wires that exceed certain dollar thresholds.

Banking Service Cutoff Times/Availability

Cutoff times for all cash management services or client decisions are detailed below.

- Check Positive Pay (Decision): 1:00pm PST
- ACH Positive Pay (Decision): 4:00pm PST
- Online Wires (Payment): 1:45pm PST
- ACH Origination (Payment): 3:00pm PST
- Bill Pay (Payment): 5:00pm PST
- Remote Deposit Capture (Same-Day Processing): 5:00pm PST

Confirmation of Bank & Service Requirements

Confirmation of Requested Service Requirements

- *A. Checking Account: The District utilizes a checking account for accounts payable, payroll, and customer cash payments. Currently, District staff deliver the deposit to its banking branch daily during the workweek. The deposits are to be processed and credited to the District's account same day. Other checking services should at least consist of:*

a. *Provide month end statements and images of paid checks by the 5th of the following month.*
Yes, all statements will be available by the 1st business day of the following month.

b. *Provide wire services to transfer money to and receive funds from other institutions, along with appropriate security levels for wire transfer initiations and approvals.*
Yes, see above sections about RCB's Commercial Online Banking Platform.

c. *Provide "positive pay" service that allows the District to refuse payment on items submitted to the bank, which do not match our disbursement records, as well as automatic clearinghouse (ACH) "positive pay."*
Yes, see above "Positive Pay & Fraud Prevention Tools" section.

d. *Provide Remote Deposit Capture (RDC) hardware and software integration.*
Yes, see information in the preceding RDC section.

e. *Process non-sufficient funds (NSF) checks twice before being returned to the District. NSF checks must be returned to the District within five business days.*

River City Bank's general handling of NSF items is to submit for redeposit once (i.e., two deposit attempts total) with customer's approval – it is standard practice for the Bank to notify customers about the NSF item before resubmitting or returning any checks.

If declined for a second time (i.e., if both the original deposit attempt and redeposit attempt are unsuccessful), then the check will be rejected and mailed to the customer, along with a notification of the return provided over both e-mail and mailed to the customer. The item will be made available electronically via RCB's online banking platform typically 2-3 business days after the rejection and return. There is no charge for returned deposits or re-presentment of returned deposits.

f. *Provide details of deposit discrepancies within one business day of the transaction.*

Bank follows all applicable laws and regulations when it comes to the handling of account discrepancies. Generally, we request that the District notify us immediately if there is any discrepancy noticed on the accounts so that the Bank can take proper steps to immediately investigate and remedy, if and when possible.

Furthermore, the Bank may initiate account adjustments whenever a correction or change is noticed and required. For example, these types of adjustments may occur if a deposit is recorded or keyed-in for the wrong amount, or if certain items deposited are returned unpaid. Adjustments are made at Bank's discretion and with appropriate notice to customers. Notices are provided via e-mail from your account officer, and e-mail and/or text alerts for any Online Banking account notices requiring customer's review can also be enabled.

Note that Bank's discretion shall apply for any potential account adjustments needed due to customer's or a third-party's (e.g., another financial institution) error, should the quantified value of the error be $5.00 or less, but would cost Bank more than $5.00 to make such adjustment.

g. *Provide support for answering questions, troubleshooting problems and resolving issues in a prompt manner.*

Yes, as detailed in the "Dedicated Relationship Team & Account Managers" section, RCB holds itself to a high standard when it comes to professional, prompt, and thoughtful customer support.

h. *Provide means to inquire about/request cancelled checks and stop payment on checks upon proper authorization.*

Yes, an authorized signer for the District can request a Stop Payment over the phone – they would need to provide the account number, check number, exact amount (dollars and cents), check or transaction date and the name of the payee.

Stop Payment requests can also be entered via the RCB BeB platform by users with the correct entitlements. Once placed, stop payment orders are in effect for 6 months and can then be renewed at the District's discretion. Once placed, Stop payments are in effect immediately. Once placed, stop payment orders are in effect immediately and for 6 months thereafter. Additional renewals for the stop payment effective period can be made at the District's discretion for an additional cost; automatic renewal is not available after the initial 6 month period.

However, rather than place a stop payment on an item, the item can be 'voided' in Positive Pay. All voided items will present as exceptions if negotiated and can then be returned by the District within Positive Pay.

Cancelled checks and online images are maintained for up to 84 months (7 years), and can be accessed via RCB's Online Banking platform or upon request of a verified authorized signer (or a verified former signer if the accounts have since been closed but Bank can attest to the individual's identity).

- *B. Banking Supplies: The Institution will be required to provide a supply of coin rollers, security bank bags, deposit slips, and endorsement stamps. The cost of supplies shall be charged to the District's account.*

  Yes, River City Bank offers all the standard materials needed for accepting cash deposits, currency, coins, checks, etc. These items are offered to customers as needed and priced based upon the Bank's then-applicable cost of materials (subject to change based on the underlying vendor's pricing).

  Therefore, while the Bank does not have a standard fee schedule for these deposit-related materials (some of which are provided at no cost, like deposit slips), the Bank ensures any costs charged will be determined fairly and appropriately.

- *C. Direct Deposit for Payroll: The Institution should be able to provide this service, and the cost should be noted in the proposal.*

  Yes, confirmed that Bank can accommodate Direct Deposit for Payroll, which is processed via ACH. Customer would prepare a NACHA file and upload it to the Bank's Online Banking platform. Standard ACH fees would apply ($25/month for the service, and $0.25/transaction) as shown in the analysis mock-up. There are no fees charged specifically for the direct deposit function.

- *D. ACH Direct Debit: The District offers an ACH direct debit option to its customers (currently 150 participants). If the District's current hardware, software and/or special programming are not compatible with the Institution's service, the cost and other associated fees to implement the Institution's service must be provided. If there is a limit on the number of these transactions that are allowed in a month or other period of time, it should be noted.*

  Yes, the Bank offers ACH Direct Debit or "ACH Collections" that can be used to debit a customer's authorized account for collection of payment owed to the District, by uploading a NACHA file for the desired transactions to RCB's Online Banking portal. Standard ACH service fees apply.

  There is no limit to the number of ACH Collection transactions/volumes permitted, but as a high-risk service (due to risk or impact of potential errors), there are strict rules surrounding excessive returns or rejected attempts. RCB and the CM team would explore those risks and determine limits in the initial CM implementation risk meeting.

- *E. Credit/Debit Card Services: The District accepts credit and debit card payments on site through the Districts website, text-to-pay, and interactive voice response (IVR) phone options. Because there are costs associated with these transactions, the District may choose to assess a surcharge, fee, or service charge on customers who make these payments.*

  Confirmed that is acceptable to Bank, as the payments would be processed through the District's merchant services provider/institution (Chase) with any associated payments then remitted to Bank. Please note that the Bank also offers a customer payment processing platform via its merchant services partner (Serve First Solutions) that would integrate directly with your River City Bank accounts.

  More information on the Bank's merchant services product is provided in the "Additional Banking Service Enhancements" section further herein, and the Appendix.

- *F. Investments: The Institution must be able to make available to the District those investments allowed by California Government Code Section 53601 and the Investment Policy of the District.*

  Confirmed, at least for the certain public fund banking, deposit, and investment products available through a commercial bank institution.

- *G. Direct Deposit Relationship – State of California and Local Agency Investment Fund (LAIF) and California Cooperative Liquid Assets Securities System (California CLASS): The institution must be an approved State of California Depository and be able to process payments from these institutions.*

  RCB is not technically an "approved State of California Depository institutions" as defined by the Department of General Services and the State Treasurer's Office for LAIF for the 7 approved financial institutions that are approved depository banks for CA's centralized banking.

  However, RCB has plenty of experience with sending, receiving, and processing funds from public fund investment options such as LAIF, CLASS, and CAMP. The District may transfer funds to/from LAIF, CLASS, and Bank at its discretion and through its preferred transfer method, which could include processing an outgoing Online Wire or ACH origination from the Bank's online banking platform, or initiating the transfer from the District's LAIF/CLASS account through the available processing methods on those platforms.

Required Bank Conditions

River City Bank confirms that the following three conditions will be met based on the proposed banking services herein. Specific armored car or courier services will need to be discussed in more detail, but Bank has both experience with and the ability to coordinate those services statewide.

I. The Institution must have at least one full-size branch or main office within Lake County, California, or, in the alternative, provide a secure courier service capable of fulfilling all cash management and deposit requirements specified in this RFP.

II. The Institution must be qualified depository of public funds in compliance with Section 53649 of the California Government Code.

III. The investment activities of the District will in no way be affected by the appointment of an Institution to handle the District's regular demand account.

Bank Fees & Analysis

All Bank Fees as outlined in the Cash Management Fee Schedule (contained in the **Appendix**) can be applied to and passed through the District's proposed account analysis. Furthermore, any fees or costs for value-added services or products offered directly by RCB that the District chooses to add to eligible checking accounts will be applied through account analysis.

- An in-depth analysis banking service and fee mock-up, standard cash management fee schedule, and account disclosures are included in the Appendix. The fees, earnings credits, and interest rates are accurate as of the date of this Proposal, but may change after the accounts are opened and after conclusion of the District's RFP review period.

- Services obtained via a third-party, including any third-party partners or vendors recommended by RCB, are **not** eligible to count towards account analysis. However, if the District needs any additional third-party services in the future, RCB is open to discussing those and related fees or account analysis considerations in the future.

- Under analysis, RCB considers average ledger balances, float balances, the FDIC's 10% reserve requirement, and the 1% earnings credit to determine the eligible analysis balance for analysis purposes, exampled by the following formula.

$$Eligible\ Analysis\ Balance = (Average\ Ledger\ Balance - Average\ Float) - (Average\ Ledger\ Balance * 10\%)$$

$$Earnings\ Credit = Eligible\ Analysis\ Balance * 1.0\%\ Earnings\ Credit * (Days\ in\ Month \div 365)$$

$$Net\ Fees = Cost\ of\ Service - Earnings\ Credit$$

  - If the resulting "Net Fees" are positive, that amount will be charged to the lead analysis account on the 25th of the following month.

  - If the resulting "Net Fees" are negative, that means the earnings credit generated was sufficient to offset all monthly CM and service fees incurred, so no fees shall be charged.

Please see the **Appendix** for the full sample analysis mock-up based on RCB's recommendations in this Proposal, and the District's historic account balances and banking services usage. An excerpt of the conclusions is provided below:

Analysis Assumption Comparison & Overview Hidden Valley Lake Community Services District								
Analysis Statement Month	**Total Cost of Services Rendered**		**Net Service Charges**		**Earnings Credit Rate / Amount**			
	WestAmerica Actual	*River City Bank Estimate*	*WestAmerica Actual*	***River City Bank Estimate***	*WestAmerica Actual*		*River City Bank Estimate*	
Dec-25	$578.71	$247.58	$366.38	**$0.00**	0.20%	$212.33	**1.00%**	$954.92
Jan-26	$526.87	$232.90	$341.48	**$0.00**	0.20%	$185.39	**1.00%**	$833.97
Feb-26	$497.59	$236.87	$358.60	**$0.00**	0.20%	$138.99	**1.00%**	$625.02
RCB Proposal	-	*$254.12*	-	***$0.00***	-	-	***1.00%***	*$760.14*

- Per the analysis mock-up contemplating the historic and recommended banking services, RCB projects that the District will incur an average $800 in monthly CM fees. To completely offset these fees (while maximizing interest-bearing ICS deposits), RCB recommends that the District maintain an **average ledger balance of $1,000,000** in the General Operating Account, with automatic sweeps with the ICS Account for funds in excess (or incoming sweeps to replenish the account).

- Under the recommended account structure, **RCB estimates that the District will pay $0 in monthly cash management and banking fees** (for services provided directly by RCB, not including or assessing any third-party banking services) – **a solution that should provide for immediate banking cost savings of ~$350/month on average** (based on the District's historical monthly service charges shown in the analysis statements submitted)**.**

To recap, RCB's proposed account structure would **meaningfully improve the District's monthly banking cost savings (through RCB's higher 1.00% ECR and competitive fee schedule)** and opportunities for **enhanced interest earning opportunities via the ICS Account** (tracks LAIF) and **CDARS Placements** (tracks US Treasury yields).

Additional Banking Service Enhancements

In addition to the services discussed in the Proposal and Scope of Services, River City Bank would like to inform the District about three optional and supplemental banking service enhancements that may assist with further streamlining the District's banking processes (Open Access Connect, Merchant Processing, and Integrated Payables).

Summaries are provided below and product flyers are included in the Appendix – more information or a vendor demo can be provided upon request.

Potential Enhancement: Open Access Connect

Our Open Access Connect service allows your business to securely connect your River City Bank accounts to financial management software utilizing financial data aggregators-giving you a unified, real-time view of your cash positions. This enhanced capability helps simplify accounting, improve financial reporting, and strengthen treasury management.

With this service, your business can authorize connection to nine aggregators, enabling data to flow safely and automatically into your preferred financial management software.

Supported Aggregators

- Plaid
- Yodlee
- Morningstar
- Akoya
- Stripe
- MasterCard
- MX
- Intuit & Quicken

Key Benefits

- **Seamless Integration.** Allows your accounting, treasury, property management, or ERP platforms to automatically sync financial data.
- **Security-Focused Connection.** Connections are powered by modern, token-based protocols—significantly reducing risk compared to legacy methods.
- **Reduce Manual Data Entry.** Eliminate re-keying, imports/exports, and time-consuming reconciliation steps.
- **Better Cash Flow Insight.** Improve forecasting and decision-making with up-to-date account visibility.

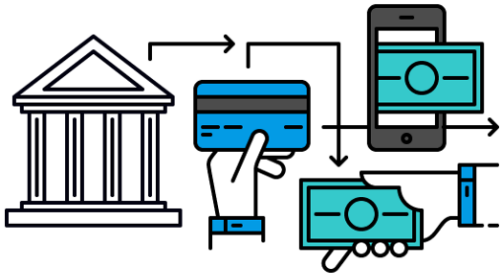
Ideal For

- Businesses using financial management software such as QuickBooks, NetSuite, or other ERPs.
- Companies with complex cash management or multibanking relationship
- Treasury-intensive operations in real estate, healthcare, manufacturing, or non-profits
- Organizations seeking streamlined financial reporting or automated reconciliation

Potential Enhancement: Merchant Processing

Cutting-edge technology for payment processing that is fast and secure with competitive pricing to help you maximize your efficiency and profitability.

- Extensive array of card acceptance options
- Competitive and transparent pricing
- Robust PCI compliance program
- Industry leading client support
- High-ticket processing
- Level III B2B payment processing
- Surcharging available in California



Potential Enhancement: Integrated Payables

Integrated Payables is a web-based, B2B and B2C payments platform that can take a payment file from your accounting system and execute, V-Card, ACH, check and wire through a single online portal to support your payments. By streamlining the AP process, Integrated Payables creates a streamlined process while reducing AP costs and mitigating fraud.



1 Streamline payments

— Execute AP payments to individuals and suppliers across the globe through a single online portal.

2 Mitigate fraud

— Mitigate fraud risk associated with gathering and maintaining supplier payment information.

3 Reduce costs

— Reduce supplier enablement costs as well as the cost of printing and mailing checks

Potential Enhancement: Commercial Card

Cards, expenses and travel made easier.

Replace manual processes with a single platform for card, expense and travel management.

Built to scale with your growing business, the Elan Financial Services Commercial Rewards Card is backed by an all-in-one card, expense and travel management platform powered by TravelBank. It replaces time-consuming manual processes with a single intuitive interface that helps companies better manage cash flow, get core insights into spend and integrate with other business systems easily.

Seamless accounting integration

Close your books fast, thanks to easy integration with QuickBooks Online, Xero, NetSuite and more.

No personal liability

With liability at the corporate level, you don't have to worry about personal liability.

Increased visibility

Track the progress of transactions while adhering to policy with advanced spend control and visibility.



References

River City Bank has extensive history working with local governments, public agencies, and municipalities. A few of the Bank's active public fund relationships with comparable deposit and banking services are provided below to serve as references for the District's verification.

Reference 1:

Customer Name	City of Davis
Contact Name & Title	Kelly Stachowicz, Interim City Manager
Telephone & Email	530-757-5602; Stachowicz@cityofdavis.org
Street Address	23 Russell Blvd
City, State, Zip Code	Davis, CA 95616
Services Utilized	The City of Davis maintains its full operating banking relationship with River City Bank, inclusive of ICS accounts linked to Public Fund ZBA accounts, Public Fund CD products, and its operating, payroll, and disbursement accounts. River City Bank won this relationship via an RFP in 2011. Cash Management services include Online Banking, Online Wires, ACH Payments, Positive Pay, Remote Deposit Capture, physical lockbox services, and cash pick-up/drop-off services.

Reference 2:

Customer Name	El Dorado Hills Community Services District
Contact Name & Title	Stephanie McGann Jantzen, Interim General Manager
Telephone & Email	916-614-3213; smjantzen@edhcsd.org
Street Address	1021 Harvard Way
City, State, Zip Code	El Dorado Hills, CA 95762
Services Utilized	El Dorado Hills Community Services District maintains its full operating banking relationship with River City Bank, as well as a lending relationship, established in August 2025. The banking relationship covers the District's Operating accounts, program accounts, ICS with automatic sweeps, and public fund money market savings accounts. Cash Management services include Online Banking, Online Wires, Remote Deposit, ACH Payments, and Positive Pay.

Reference 3:

Customer Name	District of Sacramento
Contact Name	Chad Rinde, CFO
Telephone & Email	(916) 874-7450; rindec@sacDistrict.gov
Street Address	651 L Street
City, State, Zip Code	Sacramento, CA 95814
Services Utilized	The District of Sacramento maintains a banking relationship with River City Bank, established in February 1997. The banking relationship extends predominantly to a business checking account, as well as various CDARS. Cash Management services include Online Banking, ACH Payments, and Positive Pay. The District of Sacramento has been a customer since 1997 via the District Jail Department, however a broader relationship with the District via its CRA program was recently established in 2025.

Reference 4:

Customer Name	City of Sacramento
Contact Name	Patrick Zalansky, Senior Investment Officer
Telephone & Email	(916) 808-5832; pzalasky@cityofsacramento.org
Street Address	915 I Street
City, State, Zip Code	Sacramento, CA 95814
Services Utilized	City of Sacramento maintains a banking relationship with River City Bank. The City of Sacramento is a long-term RCB depositor, with accounts first established in August 1988.

Reference 5:

Customer Name	Valley Clean Energy Alliance
Contact Name	Bruce Burnham, Director of Finance and Internal Operations
Telephone & Email	530-446-2750; edward.burnham@valleycleanenergy.org
Street Address	604 2nd Street
City, State, Zip Code	Davis, CA 95616
Services Utilized	Valley Clean Energy (a Community Choice Aggregator and Joint Powers Authority) maintains its full banking relationship with River City Bank as well as a lending relationship, first established in January 2018. The banking relationship includes Public Fund Operating, Revenue, Reserve, and program accounts, with some accounts structured with automatic ICS sweeps. Some of VCE's Cash Management services include Online Banking, Online Wires, ACH Payments, Mobile Deposit, Positive Pay, RCB debit cards, custodial lockbox services (non-physical).

Appendix

The following documents are included to support the information provided in this Proposal.

- **Analysis Mock-Ups (RCB Recommended & Historical Comps)**
- **Cash Management Fee Schedule**
- **Cash Management Overview**
- **Check and ACH Positive Pay**
- **Contract for Deposit of Public Funds**
- **Product Disclosures**
  - Public Fund Custom Checking (Analysis) Account
  - Public Fund IntraFi CDARS Product Disclosure
  - Public Sector IntraFi ICS Product Disclosure
- **Optional Banking Enhancements**
  - Open Access Connect
  - Integrated Payables
  - Serve First Solutions – Merchant Services One Pager
  - Serve First Solutions – Merchant Services Brochure
- **River City Bank Reports & Financials**
  - Bauer Financial Report (5-Star Rating)
  - 12/31/2025 Quarterly Earnings Report

River City Bank

Account Analysis

(RCB mock-up based on recommended banking services)

Assumption for: Hidden Valley Lake Community Services District

Analysis of Account Activity	Unit Charge	Volume	Charge Amount
General Account Services			
Monthly Maintenance Fee	15.00	1	$15.00
Account Activity			
Deposits - Per Ticket	1.25	20	$24.58
Deposits - Per Item	0.10	472	$47.20
Debits Paid	0.14	74	$10.41
ACH Credits	0.10	52	$5.17
ACH Debits	0.14	42	$5.83
Currency/Coin Deposited - Per $1000	1.20	10314	$12.38
Miscellaneous Account Fees			
Stop Payments	30.00	0	$0.00
Deposited Item Returned Unpaid	10.00	0	$0.00
Re-Deposited Item	4.00	0	$0.00
Wire Transfers			
Incoming Wires	15.00	1	$15.00
Outgoing Wires - Domestic	35.00	0	$0.00
Outgoing Wires - International	45.00	0	$0.00
Outgoing Wires - FX Surcharge	30.00	0	$0.00
Commercial Cash Management Services			
Online Banking - Multi-User Access	5.00	1	$5.00
Online Bill Pay - Includes 20 Payments	10.00	0	$0.00
Online Bill Pay - 21+ Payments	0.55	0	$0.00
ACH Services			
ACH - Monthly Maintenance	25.00	1	$25.00
ACH - Origination Per Item	0.25	179	$44.83
ACH - Tax Payment Per Item	0.25	*0*	$0.00
ACH - Same Day Per Item	0.35	0	$0.00
Online Wire Transfer Services			
Online Wire Transfer - Monthly Maintenance	25.00	0	$0.00
Online Wire Transfer - Outgoing - Domestic	20.00	0	$0.00
Online Wire Transfer - Outgoing - International	22.50	0	$0.00
Remote Deposit Services			
Remote Deposit - Monthly Maintenance	25.00	0	$0.00
Remote Deposit - Scanner Rental / Purchase	50.00	0	$0.00
Remote Deposit - Per Batch	1.25	0	$0.00
Remote Deposit - Per Item	0.10	0	$0.00
Positive Pay Services			
Positive Pay - Monthly Maintenance	25.00	1	$25.00
Positive Pay - Per Account	10.00	1	$10.00
Positive Pay - Per Item Issued / Uploaded	0.03	74	$2.23
Positive Pay - Per Payee Name Matched	0.02	74	$1.49
Positive Pay - ACH - Per Account	5.00	1	$5.00
Positive Pay - Account Reconciliation Per Account	25.00	0	$0.00
		Total Cost of Services Rendered	**$254.12**

Relationship Balance Analysis

Average Ledger Balance	$1,000,000.00
Average Float *(0.5% estimated)*	$5,000.00
Average Collected Balance	$995,000.00
Reserve Required	$895,000.00
Number of Days in the Month Analyzed	31

Summary

Earnings Credit	**1.00%**	**$760.14**
Less Cost of Service		**$254.12**
Excess Credit		**$506.02**

The figures below are based on the assumption that your account activity will remain substantially the same as reflected herein.

Additional Average Collected Balance Required to Offset Services Rendered / (Excess Earnings Credit)	-$655,378.28
Minimum Average Ledger Balance (No Float) Required to Offset all CM Fees	**$334,300.00**

** The above calculations are assumptions based upon activity provided by your company. These are estimates and may not reflect exact fees charged by Bank. If your earnings credit is less than the accumulated total of fees for services used within a given month, a designated account will be charged on the 25th day of the next month. You will receive an itemized statement monthly. If your earnings credit is more than the accumulated total of fees for services used within a given month, you will not receive monetary credit nor will a credit be carried to the following month. See our Deposit Agreement and Disclosure for other terms and conditions applicable to these accounts. Also refer to our Schedule of Miscellaneous Fees and Service Charges Disclosure Statement for additional information about other activity fees and service charges that may apply to your account.*

River City Bank

Account Analysis

(derived from Dec '25 Westamerica Bank Analysis Statement)

Assumption for: Hidden Valley Lake Community Services District

Analysis of Account Activity	Unit Charge	Volume	Amount of Charge
General Account Services			
Monthly Maintenance Fee	15.00	1	$15.00
Account Activity			
Deposits - Per Ticket	1.25	21	$26.25
Deposits - Per Item	0.10	501	$50.10
Debits Paid	0.14	88	$12.32
ACH Credits	0.10	55	$5.50
ACH Debits	0.14	40	$5.60
Currency/Coin Deposited - Per $1000	1.20	11,590	$13.91
Miscellaneous Account Fees			
Stop Payments	30.00	0	$0.00
Deposited Item Returned Unpaid	10.00	0	$0.00
Re-Deposited Item	4.00	0	$0.00
Wire Transfers			
Incoming Wires	15.00	0	$0.00
Outgoing Wires - Domestic	35.00	0	$0.00
Outgoing Wires - International	45.00	0	$0.00
Outgoing Wires - FX Surcharge	30.00	0	$0.00
Commercial Cash Management Services			
Online Banking - Multi-User Access	5.00	1	$5.00
Online Bill Pay - Includes 20 Payments	10.00	0	$0.00
Online Bill Pay - 21+ Payments	0.55	0	$0.00
ACH Services			
ACH - Monthly Maintenance	25.00	1	$25.00
ACH - Origination Per Item	0.25	178	$44.50
ACH - Tax Payment Per Item	0.25	0	$0.00
ACH - Same Day Per Item	0.35	0	$0.00
Online Wire Transfer Services			
Online Wire Transfer - Monthly Maintenance	25.00	0	$0.00
Online Wire Transfer - Outgoing - Domestic	20.00	0	$0.00
Online Wire Transfer - Outgoing - International	22.50	0	$0.00
Remote Deposit Services			
Remote Deposit - Monthly Maintenance	25.00	0	$0.00
Remote Deposit - Scanner Rental / Purchase	50.00	0	$0.00
Remote Deposit - Per Batch	1.25	0	$0.00
Remote Deposit - Per Item	0.10	0	$0.00
Positive Pay Services			
Positive Pay - Monthly Maintenance	25.00	1	$25.00
Positive Pay - Per Account	10.00	1	$10.00
Positive Pay - Per Item Issued / Uploaded	0.03	88	$2.64
Positive Pay - Per Payee Name Matched	0.02	88	$1.76
Positive Pay - ACH - Per Account	5.00	1	$5.00
Positive Pay - Account Reconciliation Per Account	25.00	0	$0.00
	Total Cost of Services Rendered		**$247.58**

Analysis of Balance

Average Ledger Balance	$1,256,572.90
Average Float	$6,569.74
Average Collected Balance	$1,250,003.16
Reserve Required	$1,124,345.87
Number of Days in the Month Analyzed	31

Summary

Earnings Credit	1.00%	$954.92
Less Cost of Service		$247.58
Excess Credit		$707.35

The following information is provided for the benefit of those customers whose account shows a loss, and who wish to eliminate a charge to their account. The balance shown below is based on the assumption that your account activity will remain substantially the same as reflected hereon.

-$916,127.02

** The above calculations are assumptions based upon activity provided by your company. These are estimates and may not reflect exact fees charged by Bank. If your earnings credit is less than the accumulated total of fees for services used within a given month, a designated account will be charged on the 25th day of the next month. You will receive an itemized statement monthly. If your earnings credit is more than the accumulated total of fees for services used within a given month, you will not receive monetary credit nor will a credit be carried to the following month. See our Deposit Agreement and Disclosure for other terms and conditions applicable to these accounts. Also refer to our Schedule of Miscellaneous Fees and Service Charges Disclosure Statement for additional information about other activity fees and service charges that may apply to your account.*

River City Bank

Account Analysis

(derived from Jan '26 Westamerica Bank Analysis Statement)

Assumption for: Hidden Valley Lake Community Services District

Analysis of Account Activity	Unit Charge	Volume	Amount of Charge
General Account Services			
Monthly Maintenance Fee	15.00	1	$15.00
Account Activity			
Deposits - Per Ticket	1.25	19	$23.75
Deposits - Per Item	0.10	462	$46.20
Debits Paid	0.14	64	$8.96
ACH Credits	0.10	50	$5.00
ACH Debits	0.14	43	$6.02
Currency/Coin Deposited - Per $1000	1.20	8,975	$10.77
Miscellaneous Account Fees			
Stop Payments	30.00	0	$0.00
Deposited Item Returned Unpaid	10.00	0	$0.00
Re-Deposited Item	4.00	0	$0.00
Wire Transfers			
Incoming Wires	15.00	0	$0.00
Outgoing Wires - Domestic	35.00	0	$0.00
Outgoing Wires - International	45.00	0	$0.00
Outgoing Wires - FX Surcharge	30.00	0	$0.00
Commercial Cash Management Services			
Online Banking - Multi-User Access	5.00	1	$5.00
Online Bill Pay - Includes 20 Payments	10.00	0	$0.00
Online Bill Pay - 21+ Payments	0.55	0	$0.00
ACH Services			
ACH - Monthly Maintenance	25.00	1	$25.00
ACH - Origination Per Item	0.25	176	$44.00
ACH - Tax Payment Per Item	0.25	0	$0.00
ACH - Same Day Per Item	0.35	0	$0.00
Online Wire Transfer Services			
Online Wire Transfer - Monthly Maintenance	25.00	0	$0.00
Online Wire Transfer - Outgoing - Domestic	20.00	0	$0.00
Online Wire Transfer - Outgoing - International	22.50	0	$0.00
Remote Deposit Services			
Remote Deposit - Monthly Maintenance	25.00	0	$0.00
Remote Deposit - Scanner Rental / Purchase	50.00	0	$0.00
Remote Deposit - Per Batch	1.25	0	$0.00
Remote Deposit - Per Item	0.10	0	$0.00
Positive Pay Services			
Positive Pay - Monthly Maintenance	25.00	1	$25.00
Positive Pay - Per Account	10.00	1	$10.00
Positive Pay - Per Item Issued / Uploaded	0.03	64	$1.92
Positive Pay - Per Payee Name Matched	0.02	64	$1.28
Positive Pay - ACH - Per Account	5.00	1	$5.00
Positive Pay - Account Reconciliation Per Account	25.00	0	$0.00
	Total Cost of Services Rendered		**$232.90**

Analysis of Balance

Average Ledger Balance	$1,094,849.55
Average Float	$3,426.84
Average Collected Balance	$1,091,422.71
Reserve Required	$981,937.76
Number of Days in the Month Analyzed	31

Summary

Earnings Credit	1.00%	$833.97
Less Cost of Service		$232.90
Excess Credit		$601.07

The following information is provided for the benefit of those customers whose account shows a loss, and who wish to eliminate a charge to their account. The balance shown below is based on the assumption that your account activity will remain substantially the same as reflected hereon.

-$778,488.47

** The above calculations are assumptions based upon activity provided by your company. These are estimates and may not reflect exact fees charged by Bank. If your earnings credit is less than the accumulated total of fees for services used within a given month, a designated account will be charged on the 25th day of the next month. You will receive an itemized statement monthly. If your earnings credit is more than the accumulated total of fees for services used within a given month, you will not receive monetary credit nor will a credit be carried to the following month. See our Deposit Agreement and Disclosure for other terms and conditions applicable to these accounts. Also refer to our Schedule of Miscellaneous Fees and Service Charges Disclosure Statement for additional information about other activity fees and service charges that may apply to your account.*

River City Bank

Account Analysis

(derived from Feb '26 Westamerica Bank Analysis Statement)

Assumption for: Hidden Valley Lake Community Services District

Analysis of Account Activity	Unit Charge	Volume	Amount of Charge
General Account Services			
Monthly Maintenance Fee	15.00	1	$15.00
Account Activity			
Deposits - Per Ticket	1.25	19	$23.75
Deposits - Per Item	0.10	453	$45.30
Debits Paid	0.14	71	$9.94
ACH Credits	0.10	50	$5.00
ACH Debits	0.14	42	$5.88
Currency/Coin Deposited - Per $1000	1.20	10,376	$12.45
Miscellaneous Account Fees			
Stop Payments	30.00	0	$0.00
Deposited Item Returned Unpaid	10.00	0	$0.00
Re-Deposited Item	4.00	0	$0.00
Wire Transfers			
Incoming Wires	15.00	0	$0.00
Outgoing Wires - Domestic	35.00	0	$0.00
Outgoing Wires - International	45.00	0	$0.00
Outgoing Wires - FX Surcharge	30.00	0	$0.00
Commercial Cash Management Services			
Online Banking - Multi-User Access	5.00	1	$5.00
Online Bill Pay - Includes 20 Payments	10.00	0	$0.00
Online Bill Pay - 21+ Payments	0.55	0	$0.00
ACH Services			
ACH - Monthly Maintenance	25.00	1	$25.00
ACH - Origination Per Item	0.25	184	$46.00
ACH - Tax Payment Per Item	0.25	0	$0.00
ACH - Same Day Per Item	0.35	0	$0.00
Online Wire Transfer Services			
Online Wire Transfer - Monthly Maintenance	25.00	0	$0.00
Online Wire Transfer - Outgoing - Domestic	20.00	0	$0.00
Online Wire Transfer - Outgoing - International	22.50	0	$0.00
Remote Deposit Services			
Remote Deposit - Monthly Maintenance	25.00	0	$0.00
Remote Deposit - Scanner Rental / Purchase	50.00	0	$0.00
Remote Deposit - Per Batch	1.25	0	$0.00
Remote Deposit - Per Item	0.10	0	$0.00
Positive Pay Services			
Positive Pay - Monthly Maintenance	25.00	1	$25.00
Positive Pay - Per Account	10.00	1	$10.00
Positive Pay - Per Item Issued / Uploaded	0.03	71	$2.13
Positive Pay - Per Payee Name Matched	0.02	71	$1.42
Positive Pay - ACH - Per Account	5.00	1	$5.00
Positive Pay - Account Reconciliation Per Account	25.00	0	$0.00
Total Cost of Services Rendered			**$236.87**

Analysis of Balance

Average Ledger Balance	$911,332.94
Average Float	$5,437.96
Average Collected Balance	$905,894.98
Reserve Required	$814,761.69
Number of Days in the Month Analyzed	28

Summary

Earnings Credit	1.00%	$625.02
Less Cost of Service		$236.87
Excess Credit		$388.15

The following information is provided for the benefit of those customers whose account shows a loss, and who wish to eliminate a charge to their account. The balance shown below is based on the assumption that your account activity will remain substantially the same as reflected hereon.

-$556,581.47

** The above calculations are assumptions based upon activity provided by your company. These are estimates and may not reflect exact fees charged by Bank. If your earnings credit is less than the accumulated total of fees for services used within a given month, a designated account will be charged on the 25th day of the next month. You will receive an itemized statement monthly. If your earnings credit is more than the accumulated total of fees for services used within a given month, you will not receive monetary credit nor will a credit be carried to the following month. See our Deposit Agreement and Disclosure for other terms and conditions applicable to these accounts. Also refer to our Schedule of Miscellaneous Fees and Service Charges Disclosure Statement for additional information about other activity fees and service charges that may apply to your account.*

Access Agreement

Attachment A – Cash Management Schedule of Fees

ONLINE CASH MANAGEMENT	In U.S. $
Basic Service	0.00
Multi-user Access	5.00
Bill Payment –Includes 20 Payments	10.00
Bill Payment – Payments 21+	0.55
Expedited Bill Payment – Electronic	6.95
Expedited Bill Payment – Overnight Check	30.00
ACH ORIGINATION	
Monthly Maintenance	25.00
State and Federal Tax Payments Only	5.00
Per Transaction in Batch	0.25
ONLINE WIRE TRANSFERS	
Monthly Maintenance	25.00
Per Wire (International)	22.50
Per Wire (Domestic)	20.00
POSITIVE PAY	
Monthly Maintenance	25.00
Positive Pay – per Account	10.00
Positive Pay – per Issue Item	0.03
Positive Pay – per Payee Match Item	0.02
ACH Positive Pay – per Account	5.00
Account Reconciliation - per Account	25.00
REMOTE DEPOSIT	
Monthly Service Fee	25.00
Monthly Scanner Rental ***OR***	50.00
Scanner Purchase Price	(Varies)
Per Batch	1.25
Per Item	0.10
SECURITY DEVICES	
Per Token	60.00
Token Monthly Maintenance	5.00
LOCKBOX PROCESSING	
One Time Set-Up Fee	Provided upon Bank Review
Monthly P.O. Box Rental	Provided upon Bank Review
Monthly Courier Fee	Provided upon Bank Review
Monthly Maintenance	Provided upon Bank Review
Per Item (Coupon, check, or electronic)	Provided upon Bank Review
CUSTODIAL LOCKBOX SERVICES	
Custodial Lockbox Only - Monthly Maintenance	500.00
Custodial Lockbox with Full Deposit Relationship - Monthly Maintenance	200.00
EDI Monthly Maintenance	75.00

Schedule of Fees
Cash Management – Integrated Payables

ONE-TIME SETUP FEES	In U.S. $
Setup Fee for One Payment Type (Check or ACH)	1,250.00
Setup fee for Check and ACH	2,000.00
Setup fee for Wire	1,750.00
Setup fee for Check, ACH, and Wire	3,500.00

MONTHLY FEE	In U.S. $
Ongoing System Maintenance and Support	600.00

TRANSACTION FEES	In U.S. $
Check Payment (Postage Charged Separately at Pre-sort Rates)	0.75
Check to ACH Vendor Enrollment	0.60
Check Continuation Page Overflow	0.15
Check Same-day Print Surcharge	0.35
Check Handling Fee (Express Mail)	3.00
Check Handling Fee (9x12 Envelope)	1.50
ACH Payment	0.50
ACH Continuation Page Overflow	0.10
Wire Transfer Payment	20.00

OTHER SERVICES AS REQUESTED	In U.S. $
Manual Check Pulls (both fees below apply)	
Per Item	5.00 / check
Per File	50.00 / file
Professional Services (i.e., Custom Billing File, IT/Security Audits, etc.)	150.00 / hour

The fees disclosed on the Cash Management – Integrated Payables Schedule of Fees are for this specific Service and in addition to any applicable fee schedule(s) and by any applicable product information and disclosure statement (collectively, and together with the Deposit Account Agreement, the "Deposit Agreement and Disclosure").

River City Bank

Cash Management

Imagine a world in which your cash management issues are all resolved seamlessly, proactively, and personally, by a partner you trust. At River City Bank, this is your reality. We offer a comprehensive suite of cash management tools customized to your business. You'll have everything you need to maintain smooth and secure cashflow, combined with the peace of mind that comes from working with a bank that stands poised to deliver. River City Bank is focused on accelerating your business success at every opportunity.

CASH MANAGEMENT TOOLS INCLUDE:

Remote Deposit Capture (RDC) and Mobile Remote Deposit Capture (MRDC). Electronically scan or snap a photo of your checks and securely transmit deposit data from the convenience of your office. There is no need to visit a branch.

eStatements. Cut the clutter and get statements quickly and securely by reducing the risk of your financial information being removed from your mailbox.

Positive Pay. Checks and electronic debits are validated as they post to your account allowing you to easily identify and resolve fraudulent activity

Online Wire Transfers. Process your domestic and international wires right from your own desk via our online services. Same day and future dated wires can be initiated without traveling to the bank or dealing with faxes.

Automated Clearing House (ACH). Transfer funds electronically without the use of paper checks. Transactions involving the deposit of funds or the collections of payments are easily processed with a few clicks of a button.

Bill Pay. Save time by not writing checks and having bills paid automatically. Set up one-time payments, schedule future payments, or create recurring payments.

Courier Services. Delivery services are available to get your deposits or important documents to the bank without leaving your office. We can help arrange the delivery of deposits, credit documents, and other records through our network of approved vendors.

Business Debit Card. Your Visa® Debit Card makes it easy and convenient to manage your cash flow and business spending. Simplify the way you pay – use your card to cover supplies, vendor payments and more – straight from your business checking account. You won't need to write multiple checks, so you can get back to business fast.

Merchant Services. River City Bank partners with Merchant e-Solutions to provide a wide range of payment processing services. Merchant e-Solutions' products and services make it easier to provide complete card payment processing for in-person, online, and mobile sales.

Enhanced Online Security. Premium reporting and customizable security options provide insight into all aspects of your Cash Management services, giving you peace of mind.

ACH and Check Positive Pay

At River City Bank your security is our priority. We offer two automated fraud detection tools, **Check Positive Pay** and **ACH Positive Pay**.

Check Positive Pay matches the check number and dollar amount of each check presented for payment against a list of checks previously authorized and issued by your company. Both components of the check must match exactly in order to be paid. If there isn't a match, the check is flagged as an exception for your review. Payee match can be added to further enhance your check positive pay review process.

ACH Positive Pay prevents unauthorized electronic debits from posting to your accounts. Debits from new or unrecognized sources are presented as exceptions for review. You have the ability to add companies to an authorized list or return transactions within the Commercial Cash Management platform.

Check and ACH Positive Pay allows you to:



Identify unauthorized transactions (counterfeit or altered checks) before final payment



View images of exceptions before deciding to pay



Eliminate the dispute process regarding fraudulently processed checks



Gain more control of your check disbursement and electronic payment process



Monitor and approve electronic debits

FEES

Positive Pay

- $25 service fee per month
- $10 monthly fee per account
- $0.03 per issued item; $0.02 per payee match

ACH Positive Pay

- $5 monthly fee per account

For more information on River City Bank's **ACH and Check Positive Pay** tools, please contact us at (916) 567-2600.

CONTRACT FOR DEPOSIT OF PUBLIC FUNDS

(Including Waiver of Security for Insured Deposits)

THIS CONTRACT FOR DEPOSIT OF PUBLIC FUNDS ("Contract, entered as of_____ 20__, between_____ acting in their official capacity as Treasurer, or otherwise duly authorized to act on behalf of the public entity below (hereinafter designated as the "Treasurer") for _____ (hereinafter designated as the "Public Agency"), and River City Bank, (hereinafter designated as the "Depository"), having total shareholder's equity of $_____ as of _____. Unless otherwise provided in this Contract, all "Section" references shall refer to the California Government Code.

WHEREAS, funds placed for deposit by Treasurer with Depository pursuant to this Contract will be either (check as applicable):

☐ For Local California Agency Public Fund Deposits (herein, "Local Deposits"); or

☐ For California State Agency Public Fund Deposits (herein, "CA Deposits"):

WHEREAS, provisions of the California Government Code require the Treasurer to enter into a contract with the Depository setting forth the conditions upon which public funds are deposited;

WHEREAS, Depository desires to provide the deposit services contemplated in this Contract, subject to the terms and conditions in this Contract and the Public Entity Signature Letter, Deposit Account Agreement, River City Bank (RCB) Schedule of Miscellaneous Fees and Service Charges, Product Information and Disclosure(s), Cash Management Schedule of Fees each as amended by the Depository from time to time (individually and collectively referred to as the "Deposit Agreement"). The terms and conditions of this Contract will control in the event there is any inconsistency between the terms and conditions of this Contract and the Deposit Agreement; and

WHEREAS, in the judgment of the Treasurer, this Contract is to the public advantage and in compliance with applicable law.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. CONTRACT GENERALLY

This Contract cancels and supersedes any previous contracts between the Treasurer and the Depository relating to the method of handling and collateralization of deposits of funds.

This Contract, the parties hereto, and all deposits governed by this Contract shall be subject in all respects to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code (as to Local Deposits), Section 16500 *et seq.* (as to CA Deposits), and of all other state and federal laws, statutes, rules, and regulations applicable to such deposits, whether now in force or hereafter enacted or promulgated, all of which are by this reference made a part hereof.

This Contract shall be subject to termination by the Treasurer or the Depository at any time upon 30 days written notice. Deposits may be withdrawn in accordance with the agreement of the parties and applicable federal and state statutes, rules and regulations. Demand deposits may be withdrawn by the Treasurer without advance notice. This Contract is subject to modification or termination upon enactment of any statute, rule and regulation, state or federal, which, in the opinion of the California Department of Financial Protection and Innovation ("Administrator"), is inconsistent herewith, including any change relative to the payment of interest upon funds so deposited by the Treasurer. In addition, the Depository may modify the terms and conditions of this Contract at any time, with or without cause, upon notice by Depository to Treasurer, unless prohibited by law. The Public Agency and the Treasurer shall be deemed to have consented to the modified terms and conditions upon the continued use or maintenance of the depository services, following notice of the modifications by the Depository.

2. MAXIMUM ON DEPOSIT

Treasurer agrees not to deposit with Depository funds that in an aggregate amount at any one time would exceed the following:

For Local Deposits: The shareholder's equity of Depository as determined in accordance with Section 463 of the California Financial Code, including capital notes and debentures, and said funds will be deposited subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630 of the Government Code of the State of California ("Government Code").

For CA Deposits: The net worth of the Depository, pursuant to Section 16505.

3. DEPOSIT PLACEMENT PROGRAM PARTICIPATION.

In the event Depository makes one or more deposit placement programs available to the Public Agency: (i) Treasurer agrees, represents and warrants to Depository that such participation will be in compliance with applicable law, including but not limited to dollar restrictions applicable the Public Agency's participation in deposit placement programs; and (ii) Treasurer accepts the fact that participation in placement programs will continue to be subject to this Contract, in addition to ancillary placement and custodial terms provided by Bank for Treasurer's acceptance on behalf of the Public Agency ("Placement Terms"). In the event there are inconsistencies between this Contract and Placement Terms, this Contract will control.

4. INTEREST

Funds deposited in accordance with this Contract will bear interest if agreed to between Treasurer and Depository, unless prohibited by applicable law. Refer to the Product and Information Disclosure for account-specific interest rate details, as applicable.

As to Local Deposits, pursuant to Government Code Section 53645: (i) for active deposits upon which interest is payable, interest shall be computed on the average daily balance for the calendar month, and shall be paid monthly; and (ii) for inactive deposits upon which interest is payable, interest shall be paid quarterly.

As to CA State Deposits, pursuant to Section 16562:

> *Demand Deposit Accounts.* Depository shall render online daily access to the Treasurer a statement of the account showing the date of deposits, payments or withdrawals therefrom made during the day and the balance or amount of money of the state held by it at the close of the day. In the event that such demand deposits are interest bearing, the contract also shall provide that on the interest payment dates the Depository shall also furnish a statement showing the amount of interest due thereon together with the payment of the interest due.
>
> *Certificate of Deposit Accounts.* Interest to be paid shall be paid upon the expiration of the certificate or certificates of deposit issued. Periodic interest payments during the term of the deposit may be arranged at account opening. Depository will report interest with a statement showing the account balances during the period and the amount of accrued, credited interest.

5. MAINTAINING SECURITY

As security for the deposit, the Depository shall at all times and pursuant to Sections 53656 and 53658 (applicable to Local Deposits) and Sections 16521 (applicable to CA Deposits) maintain with the Agent of Depository named herein, commencing forthwith eligible securities.

For Local Deposits:

A. Eligible securities as listed in subsections (a) through (1) and (n) and (o) of California Government Code section 53651 (herein called "Non-REN security"); or

B. Letters of Credit issued by the Federal Home Loan Bank of San Francisco, in compliance with the provisions of California Government Code section 53651.6; or

C. Promissory notes which (1) are not disqualified under California Government Code section 53651.2(b), (2) are secured by first mortgages or first trust deeds upon improved residential real property located in California, (3) satisfy all other conditions of 16001.2.1 (i) (3) of the Local Agency Deposit Security Regulations as set forth in Article 2 of Subchapter 1 or Chapter 2 of Division 4.5 of Title 2 of the California Administrative Code, and (4) if placed in a securities pool on or after January 1, 1987, comply with all of the provisions of California Government Code

section 53651.2(a); (herein called "REN security'); or

D. Such other eligible securities as may be permitted from time to time under the Governing Statute; or

E. Any combination of the securities described above in sub paragraphs A through D of this paragraph.

At all times, when any of the monies deposited by the Public Agency with Depository under this Contract are secured by Non-REN security, the market value of such security shall be at least 10 percent in excess of the actual total amount of such monies, when any such monies are secured by FHLB Letters of Credit, the value of such Letter of Credit shall be at least 5 percent in excess of the amount of such monies, and when any of such monies are secured by REN security, the value of such security shall be at least 50 percent in excess of the amount of such monies.

For CA Deposits: Eligible securities are those listed in Section 16522. Eligible securities will be approved by the Treasurer in an amount equal to a value of at least 10 percent in excess of the amount deposited with Depository (100 percent when the eligible security is a letter of credit and 50 percent for promissory notes). Uncollected funds will be excluded from the amount deposited in a demand account when determining the security requirements for the deposits. Security is not required for the portion of any deposit that is insured under any law of the United States.

6. AGENT OF DEPOSITORY

The Agent of Depository, authorized by the Treasurer and the Depository to hold the eligible securities posted as collateral under this Contract, is U.S. Bank Institutional Trust & Custody ("Agent"). The Agent has filed with the Administrator an agreement to comply in all respects with applicable law, including the provisions of the Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630), as applicable to Local Deposits. A copy of the Agent's agreement is available upon request.

7. AUTHORITY OF AGENT OF DEPOSITORY

Authority for placement of securities for safekeeping is hereby granted to the Agent (including, as applicable to Local Deposits, in accordance with Government Code Section 53659), including placement with any Federal Reserve Banks or branches thereof.

8. DEPOSITORY'S DEFAULT

If the Depository fails to pay all or part of any deposits of the Treasurer which are subject to this Contract when ordered to do so in accordance with the terms of withdrawal set forth in the Deposit Agreement (which is by reference made a part hereof), the Treasurer will immediately notify, in writing, the Administrator. As to Local Deposits, action of the Administrator in converting the collateral required by this Contract for the benefit of the Treasurer is governed by Section 53665.

9. DEPOSITORY'S RIGHTS

The Depository may add, substitute, or withdraw eligible securities being used as security for deposits made hereunder in accordance with applicable law, provided the requirements of this Contract are met. To the extent not restricted by applicable law, the Depository shall have and hereby reserves the right to collect the interest on the securities, except in cases where the securities are sold or converted in accordance with applicable law.

10. TREASURER'S RIGHTS

As to Local Deposits, pursuant to Section 53649, upon notice to the Treasurer from the Administrator, the Treasurer may withdraw deposits in the event the Depository fails to pay the assessments, fines, or penalties assessed by the Administrator, or the Treasurer may withdraw authorization for the placement of pooled securities with the Agent in the event that the Agent fails to pay the fines or penalties assessed by the Administrator.

11. EXPENSES; FEES AND CHARGES

As consideration for the deposit services contemplated under this Contract, the Treasurer on behalf of the Public Agency agrees to pay the Depository's fees and charges, as reflected in the Deposit Agreement, which are subject to change with or without notice. The Depository will reimburse the Public Agency for the reasonable expense of transportation to and

from the Treasurer's office of funds deposited pursuant to this Contract and the reasonable expense of transportation of eligible securities maintained as collateral to and from the designated Agent, provided however, the Treasurer provides notice and satisfactory supporting documentation to the Depository within 30 days of incurring such expenses.

12. MISCELLANEOUS

The Treasurer will ensure that copies of this Contract and any other applicable agreements are filed with the appropriate parties, including with the auditor, controller, secretary, or corresponding officer of the agency. The Depository shall make a copy of this Contract available upon request.

13. WAIVER OF SECURITY FOR DEPOSIT OF PUBLIC FUNDS

The Treasurer does hereby agree to waive the security collateralization requirement for that portion of any deposits maintained by the Public Agency as are insured pursuant to federal law. The Treasurer also affirms that he/she is duly authorized to grant this waiver.

IN WITNESS WHEREOF, the Treasurer is his/her official capacity has signed this Contract in duplicate and the Depository has caused this Contract to be executed in like number by its duly authorized officers.

PUBLIC AGENCY	DEPOSITORY
_____	RIVER CITY BANK
By:_____	By:_____
Its: TREASURER	Its:_____
Print Name:_____	Print Name:_____
Date:_____	Date:_____

Public Fund Custom Checking

Product Information and Disclosure

Accurate as of: 1/1/2024

Tier	Interest Rate
N/A	N/A

Basic Terms and Conditions	
Minimum Deposit to Open Account	**$100**
Maintenance Fee	**$15** per statement cycle
How to Avoid the Maintenance Fee	**N/A**

Account Analysis

Our account analysis service ("Service") allows you to offset most account and cash management service charges with an "Earnings Credit" that is based on the balances you maintain with River City Bank ("Bank", "we", or "us").

Earnings Credit. We determine your Earnings Credit each month by (i) multiplying the Investable Balance of your analyzed accounts (as shown on your analysis statement) by an Earnings Credit Rate, (ii) dividing that amount by 365 (or 366 in leap years), and then (iii) multiplying the result by the number of days in the month. We arrive at the Investable Balance each month by multiplying the sum of the positive daily ending collected balances during the cycle, divided by the number of days in the cycle by 90%, excluding the balances of any interest-bearing accounts and accounts that serve as collateral or as a compensating balance on a Bank loan.

Use of Earnings Credit. Unlike interest, Earnings Credit is not paid to you and does not accumulate. Earnings Credit may only be used to offset charges that are subject to analysis and that are incurred during the month covered by analysis. Unless we agree otherwise in writing, excess Earnings Credit is not carried forward or backward to other billing periods.

If Earnings Credit is insufficient to cover service charges during any period, we may charge the difference to your account. If you have several analyzed accounts, you can designate which account should be charged. We may stop calculating Earnings Credit and applying it against service charges for any analyzed account that becomes inactive (i.e., has no deposits or withdrawals for 12 months). Your account officer can give you an estimate of the balances that may be needed to compensate for the type and volume of services that you use. The actual amount may vary, however, due to changes in the Earnings Credit Rate, service charges, the services used, or other aspects of analysis. We do not calculate an Earnings Credit for accounts that are not linked to the Service or allow Earnings Credit to offset charges against unanalyzed accounts.

Analysis Rates and Charges. The Earnings Credit Rate and account analysis charges are subject to change from time to time without prior notice. Basic analysis charges are listed below. Additional service charges apply. Contact your account officer for information.

$1.25	for each deposit ticket	**$0.14**	for each check or ACH debit
$0.10	for each check or ACH deposited item	**$10.00**	for each deposited check or ACH item which is returned unpaid
$1.20	for each $1,000.00 cash deposit	**$4.00**	for each deposited check or ACH item which is returned unpaid and automatically re-deposited by RCB

Exceptions. The analysis system may not always change simultaneously with changes in compensating balances, reserves or other factors. We reserve the right to input changes in our system as of the beginning or end of any statement or analysis cycle. As a result, some changes input at the end of a cycle may relate back to the entire cycle.

Third Party Funds. If you deposit funds that belong to others ("beneficial owners") in an analyzed account, you represent to us that: (a) you are authorized by the beneficial owners to benefit from the use of any associated Earnings Credit, and (b) your use of the Earnings Credit will not violate any agreement, law or regulation. You also agree to indemnify, defend and hold us harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities and/or damages that arise from your use of the Service or the manner in which you compensate or charge beneficial owners for your use of our services. This provision shall survive the termination of this agreement.

Limitation of Liability. We will not be liable under any circumstances for special, indirect or consequential damages related to our Service actions or omissions. In no event will our liability exceed the amount of any Earnings Credit which we fail to apply against a service charge. You agree to review account notices and statements immediately upon receipt and to send us a written notice of any problem within a reasonable time (not to exceed 14 days from the date you receive the first notice or statement reflecting the problem).

Refer to the Deposit Account Agreement, and Schedule of Miscellaneous Fees and Service Charges for additional information.

CDARS - Public Funds Tracking US Treasury Yields

Product Information

Accurate as of: 4/29/2026

Your interest rate may change at any time before the account opening. Upon the account opening, the interest rate for your account will be fixed until the maturity date of your certificate.

Tier	Amount	Interest Rate
4 Weeks	Applicable Placement Amount	3.68%
13 Weeks	Applicable Placement Amount	3.68%
26 Weeks	Applicable Placement Amount	3.73%
52 Weeks	Applicable Placement Amount	3.75%
2 Years	Applicable Placement Amount	3.92%
3 Years	Applicable Placement Amount	3.94%

Basic Terms and Conditions	
Minimum Deposit to Open Account	**$10,000.00** (Product ideal for relationship balances over $250,000)
Maintenance Fee	**$0** per statement cycle
Minimum Balance to Obtain the Disclosed Annual Percentage Rate	**$10,000** minimum daily balance
Early Withdrawal Penalty	If we consent to a request for a withdrawal that is otherwise not permitted, you may have to pay a penalty. **See the CDARS® Deposit Placement Agreement for early withdrawal penalty information.**

The CDARS' interest rate will be fixed for the term of the CDARS based on the corresponding US Treasury note yield as of the close of normal market trading hours per the U.S. Department of the Treasury website on the business day prior to the CDARS placement date. CDARS are placed on Wednesdays and funded on Thursdays. The rate is contingent on the Bank receiving the signed CDARS documents by the end of business hours on the Wednesday placement date, and funds satisfactorily being placed in the CDARS on the Thursday funding date.

Placement of funds through the CDARS service is subject to the terms, conditions, and disclosures in the agreements for the service, including the Deposit Placement Agreement (DPA). Limits apply and customer eligibility criteria may apply. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount (SMDIA), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before CDARS settlement for a deposit or after CDARS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any arrangements it finds necessary to have such balances adequately protected in a manner consistent with applicable law.

Member FDIC
916-567-2899 or 1-800-564-7144
www.RiverCityBank.com

River City Bank

Demand and Savings - ICS For Public Sector

Product Information

Accurate as of: 04/10/2026

Tier	Interest Rate
All Dollar Amounts	3.83%

Basic Terms and Conditions	
Minimum Deposit to Open Account	**$10,000.00** (Product ideal for relationship balances over $250,000)
Maintenance Fee	**$0** per statement cycle
Minimum Balance to Obtain the Disclosed Annual Percentage Yield	**$0.01** minimum daily balance

Your interest rate may change. The disclosed interest rate is intended to change monthly based on the LAIF PMIA Average Monthly Effective Yields Index, which can be found at the following link. PMIA Average Monthly Effective Yields. The Bank retains the right to change the interest rate on your account at our discretion at any time,

Placement of funds through the ICS or CDARS service is subject to the terms, conditions, and disclosures in the agreements for the service, including the Deposit Placement Agreement (DPA). Limits apply and customer eligibility criteria may apply. In the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount (SMDIA), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS or CDARS settlement for a deposit or after ICS or CDARS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any arrangements it finds necessary to have such balances adequately protected in a manner consistent with applicable law.

Member FDIC
(916) 567-2899 or 1(800) 564-7144
www.RiverCityBank.com

River City Bank

Open Access Connect

Our Open Access Connect service allows your business to securely connect your River City Bank accounts to financial management software utilizing financial data aggregators—giving you a unified, real-time view of your cash positions. This enhanced capability helps simplify accounting, improve financial reporting, and strengthen treasury management.

With this service, your business can authorize connections to nine aggregators, enabling data to flow safely and automatically into your preferred financial management software.

Supported Aggregators

- Plaid
- Yodlee
- Morningstar
- Akoya
- Stripe
- MasterCard
- MX
- Intuit & Quicken

Key Benefits



Seamless Integration. Allows your accounting, treasury, property management, or ERP platforms to automatically sync financial data.



Security-Focused Connection. Connections are powered by modern, token-based protocols—significantly reducing risk compared to legacy methods.



Reduce Manual Data Entry. Eliminate re-keying, imports/exports, and time-consuming reconciliation steps.



Better Cash Flow Insight. Improve forecasting and decision-making with up-to-date account visibility.

Ideal For

- Businesses using financial management software such as QuickBooks, NetSuite, or other ERPs.
- Companies with complex cash management or multiple banking relationships.
- Treasury-intensive operations in real estate, healthcare, manufacturing, or non-profits.
- Organizations seeking streamlined financial reporting or automated reconciliation.

Get Started

- ☐ Identify if your financial management software utilizes one of our supported aggregators.
- ☐ Contact River City Bank to enable the Open Access Connect service for your Company.
- ☐ Once your service is activated, sign in to your financial management software and follow their instructions to establish the connection.
- ☐ After authorization is complete, your River City Bank account data will begin syncing automatically based on your financial management software's configuration.

Fees apply. Please see the Business Schedule of Misellaneous Fees and Service Charges for current pricing.

For Terms and Conditions, see the Financial Management Software of the Cash Management Access Agreement.

River City Bank

INTEGRATED PAYABLES

Transform your AP department from a manual payment process to a profitable automated solution

FIS® Integrated Payables is a web-based, B2B and B2C payments platform that can take a payment file from your accounting system and execute, ACH, check and wire through a single online portal to support your payments across the globe.

By streamlining the AP process, FIS Integrated Payables creates a streamlined process while reducing AP costs and mitigating fraud.

Trends in B2B payments

— **80%** of all B2B payments are projected to take place **digitally by 2025**

— **49%** of organizations cite **straight-through processing** as a **primary benefit** for sending electronic payments

— **40%** of all B2B payments are still made through **paper checks**

Future of Sales 2025: Why B2B Sales Needs a Digital-First Approach – Gartner; A Snapshot of Electronic Payments and Payment Fraud at Organizations conducted at the AFP 2020 Virtual Experience – AFP 2020 Survey – AFP; Deep Dive: Why Paper Checks Still Factor Into B2B Firms' Payment Optimization Plans – B2B Payments – PYMNTS.com



1 Streamline payments

— Execute AP payments to individuals and suppliers across the globe through a single online portal.

2 Mitigate fraud

— Mitigate fraud risk associated with gathering and maintaining supplier payment information.

3 Reduce costs

— Reduce supplier enablement costs as well as the cost of printing and mailing checks

Integrated Payables

Optimize the payment process

FIS Integrated Payables provides payment execution services for all payment types, supporting a variety of commercial, industrial, professional service and government businesses. Multiple payments and payment types are consolidated into a single electronic file, streamlining the payment process. FIS payment execution services include traditional check printing and delivery in a secure facility as well as the migration of vendors to electronic payments such as ACH and wires. Payments are optimized by electing the most efficient payment method accepted by the merchant.

With 40% of companies still using checks for B2B payments, annual check processing costs top $25 billion. Lack of resources, vendor bank details, poor remittance data and risk outline the importance of a migration to electronic payments. Integrated Payables overcomes these obstacles by providing a centralized system for payment processing and outsourcing.

ACH

Migrate physical to digital by utilizing FIS secure ACH. Deliver electronic remittance information to vendors and remove the need of storing or maintaining supplier banking information.

Improve processes and support payee needs

FIS Integrated Payables APIs deliver a full suite of functionality, empowering users with the ability to manage payments and streamline processes. With our online portal, customers and their vendors can easily view payment and remittance documentation as needed.

Integrated Payables supports various payment methods, removing friction for your payees, including payments made to individuals. For payments not yet converted to digital, Integrated Payables reduces additional costs through address cleansing and postal sorting, producing the lowest possible postage costs.

Additional value

— **ERP integrations:** directly connect payment and reconciliation data

— **API Connectivity:** real-time, two-way communication

— **Cross-border payments:** support AP payments across the blog with competitive rates

— **B2C payments:** recipient choice payments to support payments to invididuals

Security

Every FIS solution is built with security as a top priority. Multi-factor verification and risk assessment occurs with every vendor registered for payment.

With data privacy and security at the forefront, FIS has a complete infrastructure for extensive security and control over payment and remittance data. The FIS Integrated Payables solution is compliant with HIPAA and Payment Card Industry Data Security Standards v2.0 (PCI DSS).

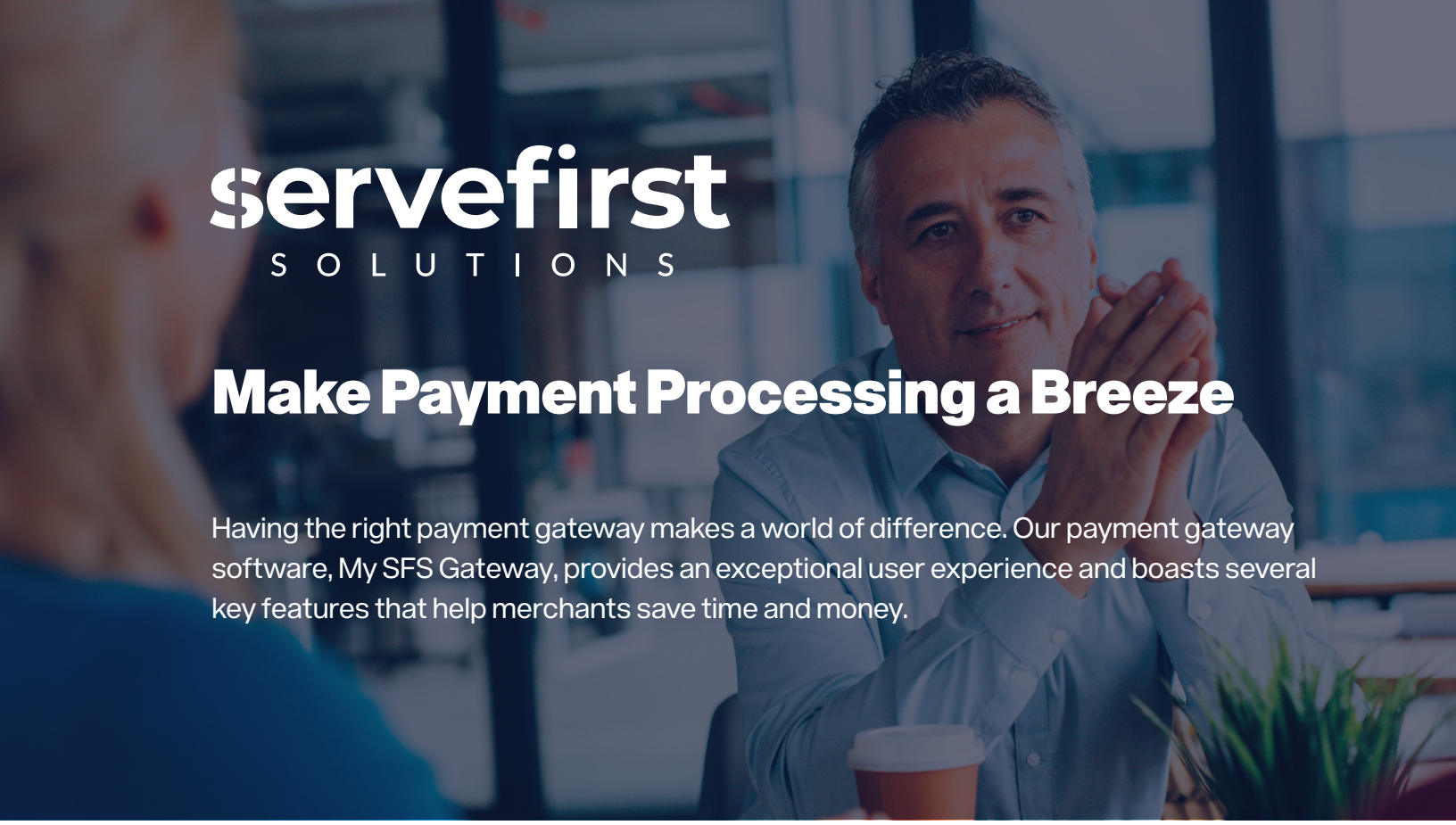
Vendor enrollment and support

FIS Integrated Payables is a secure, turn-key solution that provides a U.S. vendor enrollment center focused on creating custom, tailored campaigns to digitize vendor payments. An easy-to- use self-enrollment website is available for vendors to indicate their preferred payment method, removing the need to gather and store vendor banking information.

Acting as an extension of your AP, FIS supports your vendors with our customer support center. Our representatives manage inquiries, card processing issues, technical support, bank account maintenance and more.

Contact Us: For more information on FIS Integrated Payables, please call (916) 567-2660 or email cashmgmt@rivercitybank.com.

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servefirst
SOLUTIONS

Make Payment Processing a Breeze

Having the right payment gateway makes a world of difference. Our payment gateway software, My SFS Gateway, provides an exceptional user experience and boasts several key features that help merchants save time and money.

Gateway Features

Automated Level III Data Entry
Benefit from reduced interchange fees without the hassle of manual data entry.

Ease of Use
Unlike most gateways, My SFS Gateway offers an easy-to-navigate interface for an enhanced user experience.

3D Secure Supported
Protect your business from “friendly fraud” with 3D secure transactions, which help to eliminate chargebacks, increase approvals and reduce false declines.

ACH/Check Processing
The My SFS Gateway gateway gives you the flexibility to accept more than just credit cards.

Fraud Protection
Extensive customization for a higher level of security against payment fraud.

Secure Customer Vault
Securely store all of your customers’ information, including multiple payment methods.

Invoicing Suite
The built-in electronic invoicing suite makes payment collection easier than ever.

About Serve First Solutions

Serve First Solutions (SFS) is one of the payment processing industry's most trusted partners. Since 2002, SFS has delivered credit card, debit card and check payment processing solutions that help merchants reduce operating costs, increase profitability and save time.

Visit us at www.serve-first.com for more information.



servefirst
SOLUTIONS

Payment Processing Solutions for Today's Merchants

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Why SFS

No two businesses are the same, and each one has different payment processing needs. Serve First offers a wide array of customizable solutions that ensure you get the most out of your payment processing system.

We Make Payment Processing a Breeze

Payment processing can be a confusing topic to navigate on your own. Serve First alleviates this issue by serving as an all-in-one, go-to resource for any of your payment processing questions. We are much more than just providers — we are true payment processing partners for every single one of our customers. Serve First takes the pain and guesswork out of payment processing, so you can do what you do best: focus on your business.

Save Money

Serve First offers some of the lowest processing rates in the industry, and our pricing model is structured to maximize savings for our customers. Our philosophy is that helping our customers save money and succeed long-term is the best way to do business. This approach is reflected in our industry-leading customer satisfaction rating and long-term customer relationships.

Save Time

Optimizing your payment system can be one of the most effective ways to save administrative time. Serve First can help you reduce the amount of time you spend on payment-related activities by taking advantage of options like automation and enterprise software integration.



Why Our Customers Love Working With Serve First Solutions

Optimizing your payment system can be one of the most effective ways to save administrative time. Serve First can help you reduce the amount of time you spend on payment-related activities by taking advantage of options like automation and enterprise software integration.

- Maximize transaction security
- Minimize transaction expenses
- Increase customer satisfaction with a seamless payment process
- Save administrative time with integrated, automated processing solutions
- Streamline back-office payment process
- Gain valuable insight with in-depth reporting options
- Flexible billing with no contracts

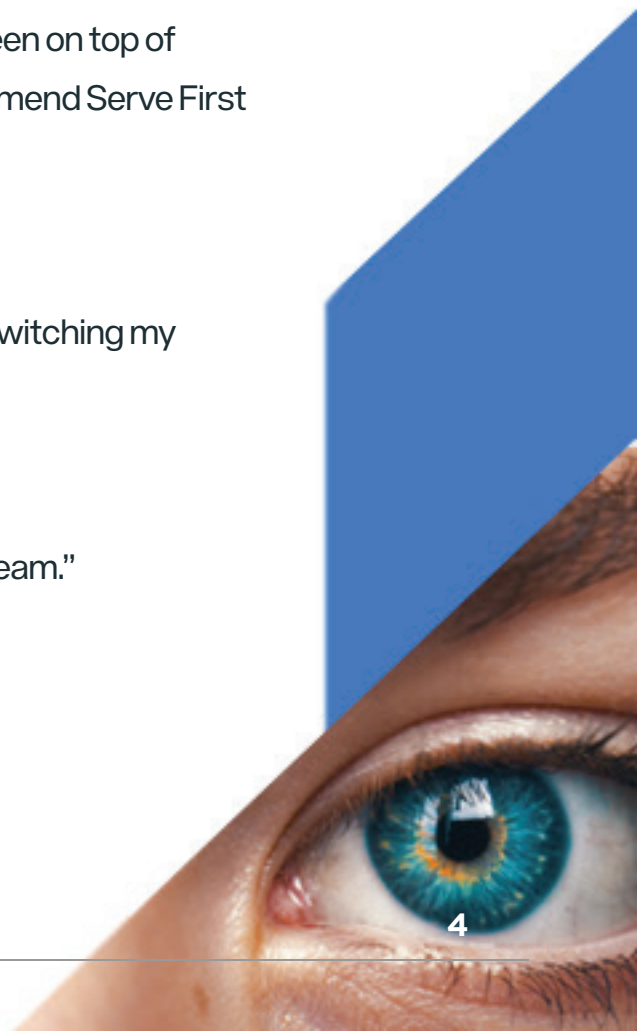
From Our Valued Customers

“I have had the pleasure of working with Serve First the past few years and they are excellent. Any issue that arises, they help at a moment’s notice. Obviously, in the business we are all in, customer service is key. They go over and above in every way possible. So many times, we hear the negative about a situation and not the positive, but Serve First is fantastic!! Thank you for being a great business partner!”
– Brandon (Owner, Big O Tires)

“[My SFS Payment Consultant] is a very good listener and is very thorough with his follow-up. Any time I have a question or problem with my credit card processing he has been on top of every problem and stayed involved until my problem was solved. I highly recommend Serve First Solutions as your Merchant Services provider.”
— Dave (CFO, Newport Center United Methodist Church)

“Thank you so much. You have all been so responsive. I made a great decision switching my business to your company!”
- Lisa (Accounting Manager, National Fire Fighter Corp.)

“Thank you all for your service and attention. We search for partners like your team.”
– Al Lowe (President, A.E.D. Motorsport Products)





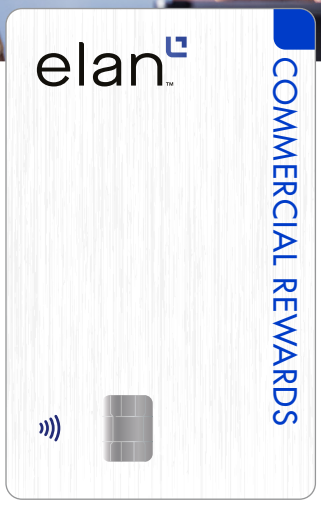
About Serve First Solutions

Serve First Solutions is a nationwide payment solutions firm assisting businesses in the small to middle market segments across a variety of industries. SFS offers best-in-class cashless payment services and prepaid products from industry leading partners, helping our clients save time and money by improving the efficiency and effectiveness of their payment systems and associated operations.

Serve First consults on strategy and planning to develop, integrate and implement these payment processing solutions. In addition, SFS offers a full range of professional management assistance to clients. By educating, informing, and serving our clients in these capacities, we become our clients' trusted partner.

elan™
Corporate Payment Systems





Cards, expenses and travel made easier.

Replace manual processes with a single platform for card, expense and travel management.

Built to scale with your growing business, the Elan Financial Services Commercial Rewards Card is backed by an all-in-one card, expense and travel management platform powered by TravelBank. It replaces time-consuming manual processes with a single intuitive interface that helps companies better manage cash flow, get core insights into spend and integrate with other business systems easily.

Seamless accounting integration

Close your books fast, thanks to easy integration with QuickBooks Online, Xero, NetSuite and more.

No personal liability

With liability at the corporate level, you don't have to worry about personal liability.

Increased visibility

Track the progress of transactions while adhering to policy with advanced spend control and visibility.

Integrated travel booking and tracked receipts

Employees can book travel reservations within the platform, and receipts are automatically added to their expenses. Smart technology automatically categorizes recurring transactions and groups similar expenses together to streamline expense reporting.

Customizable spending controls for card, plus policy controls for expense and travel

Easily understand and implement card controls at the point of sale with policy controls that adhere to your company's guidelines. The program lets you set card limits and restrict merchant category codes to protect against fraud and misuse. It also lets you set controls such as requiring manager approval for trips booked within two weeks' notice and expenses beyond a certain amount.

Powerful rebates

Earn rebates faster with lower spend thresholds than traditional commercial cards and with no annual fee.

Enhanced reporting

Core insights reporting helps your team control and manage spend more effectively. Premium insights reporting is available for advanced and customizable reporting needs.

Employee benefits

When employees book travel within the time-saving platform, they can take advantage of special TravelBank rates and waived booking fees – saving your business money, which you may choose to pass on through employee incentives. Employees can also quickly submit expenses with receipt capture and then track the journey to approval with the progress bar.

For more information

For questions about the Commercial Rewards Card, contact your Elan Corporate Payment Systems Relationship Manager.

elanpaymentsolutions.com

Powered by TravelBank

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07-0160-01 (5/23) CAT-OOS

elan™ Corporate Payment Systems

elan™
Corporate Payment Systems



Choose your rewards.

Earn points or rebates with the Commercial Rewards Card.

Built to scale with your growing organization, the Elan Financial Services Commercial Rewards Card is backed by an all-in-one card, expense and travel management platform powered by TravelBank. It replaces time-consuming manual processes with a single intuitive interface that helps companies better manage cash flow, get core insights into spend and integrate with other business systems.

Your organization. Your choice.

With the Commercial Rewards Card, you can select the rewards option that works best for your company – points or rebates.

Points program

Our points program* allows you to earn points from the first dollar of spend. You can also earn point multipliers for eligible travel booked in the Commercial Rewards Card platform.

4x **Car rental**	3x **Lodging**
2x **Airlines**	1x **All else**

You can redeem points in the rewards portal for an option that best suits your organization.



Rebates program
With our rebates program, earn quarterly rebates for spend over $150,000 per quarter – a significantly lower threshold than most other commercial card programs. Use your rebates to offset expenses, help with cash flow management or increase your purchasing power.

Fuel your organization's growth with rewards.

The choice is yours!

For more information

For questions about the Commercial Rewards Card, contact your bank's relationship manager or sales representative.

Learn more at **elanpaymentsolutions.com/commercial-rewards-card**.

Powered by TravelBank

*Elan Financial Services reserves the right to alter, change, or terminate the Points Program upon 90 days advance notice provided through the online portal. Please see the program terms and conditions for full details.

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07-0173-01-CH (2/24) CAT-OOS

elan™
Corporate Payment Systems

Bank Summary Report

River City Bank
Sacramento, CA
(FDIC Cert.#18983)

Rated 5-Stars as of 3/16/2026 based on financial data as of 12/31/2025

BauerFinancial.com



Bank and Credit Union data compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. BauerFinancial relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial, Inc. is not a financial advisor; it is an independent bank research firm. BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.

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customerservice@bauerfinancial.com

This Bank Summary Report was compiled from financial data as reported to federal regulators. Although the financial data obtained from these sources is consistently reliable, the accuracy and completeness of the data cannot be guaranteed by BauerFinancial Inc.

Definitions:

Stars	BauerFinancial's proprietary rating. (See below.)
Total Assets	Anything of value owned by the bank.
Average Tangible Assets	Total average assets less intangible assets.
Tier 1 Capital	Per regulators, primarily stock + retained earnings - intangible assets
Leverage Capital Ratio	Tier 1 Capital divided by tangible assets. (Minimum regulatory requirement is 4%.)
CET 1 Ratio	Common Equity Tier 1 Capital divided by risk-weighted assets. (Minimum regulatory requirement is 4.5% - not reported by all banks effective 2020.)
Total Risk-based Ratio	Total net worth divided by risk-weighted assets. (Minimum regulatory requirement is 8%; not reported by all banks effective 2020.)
Profit (Loss)	Profit or loss for the period noted.
Return on Assets (ROA)	Annualized net income as a percent of average assets.
Return on Equity (ROE)	Annualized net income as a percent of average equity.
Delinquent Loans	Loans past due 90 days or more plus nonaccrual loans.
Other Real Estate Owned (Repos)	Real estate owned but not being used by the bank. Usually acquired via foreclosure.
Nonperforming Assets % Tangible Assets	Delinquent loans and other real estate owned as a percent of tangible assets.
Nonperforming Assets % Tier 1 Capital	Delinquent loans and other real estate owned as a percent of Tier 1 Capital.

Star Ratings:

BauerFinancial star ratings classify each institution based upon a complex formula factoring in current and historical data. The first level of evaluation is the capital level of the institution followed by other relevant data including, but not limited to: profitability, historical trends, loan delinquencies, repossessed assets, reserves, regulatory compliance, proposed regulations and asset quality. Negative trends are projected forward to compensate for the lag time in the data. BauerFinancial employs conservative measures when assigning these ratings and consequently our analysis may be lower than those supplied by other analysts or the institutions themselves. More than four decades of experience has shown this to be a prudent course of action. As a general guideline, however, the following groupings were used:

5-Stars	Superior. These institutions are recommended by ***Bauer***.
4-Stars	Excellent. These institutions are recommended by ***Bauer***.
3½-Stars	Good.
3-Stars	Adequate.
2-Stars	Problematic.
1-Star	Troubled.
Zero-Stars	Our lowest rating.
FDIC	Institution has failed or is operating under FDIC conservatorship.

BauerFinancial, Inc.
Bank Summary Report

River City Bank - Sacramento, CA (FDIC Cert.#18983)

(916) 567-2600

www.rivercitybank.com

River City Bank was established in 1963 and has 9 branch(es).

CRA Rating: Satisfactory

Data as of:	**12/31/2025**	**09/30/2025**	**06/30/2025**	**03/31/2025**	**12/31/2024**
Bauer's Star Rating:	**5-Stars**	**5-Stars**	**5-Stars**	**5-Stars**	**5-Stars**
		Recommended for 61 consecutive quarters.			
Number of Employees	156	160	154	158	154
Total Assets:	$5,801.890	$5,474.904	$5,322.651	$5,287.018	$5,143.528
Average Tangible Assets:	$5,764.749	$5,465.237	$5,354.132	$5,311.336	$5,272.265
Tier 1 Capital:	$541.861	$521.303	$504.287	$492.598	$480.854
Leverage Capital Ratio:	9.40%	9.54%	9.42%	9.28%	9.12%
CET 1 Ratio:	12.75%	12.58%	12.45%	12.35%	12.25%
Total Risk-based Capital Ratio:	14.02%	13.85%	13.72%	13.62%	13.52%
Current Quarter's Profit (Loss):	$21.014	$19.684	$15.411	$12.306	$21.265
Year-to-date Profit (Loss):	$68.415	$47.401	$27.717	$12.306	$73.399
Profit (Loss) Previous Calendar Year	$73.399				
Profit (Loss) 2 Calendar Years Ago:	$60.337				
Return on Assets (annualized): (Tax equivalent for Sub S corporations.)	1.25%	1.18%	1.04%	0.93%	1.42%
Return on Equity (annualized): (Tax equivalent for Sub S corporations.)	13.32%	12.51%	11.14%	10.02%	16.30%
Delinquent Loans:	$0.000	$0.000	$0.042	$0.000	$0.000
Other Real Estate Owned:	$0.000	$0.000	$0.000	$0.000	$0.000
Nonperforming Assets % of Tangible Assets:	0.00%	0.00%	0.00%	0.00%	0.00%
Nonperforming Assets % of Tier 1 Capital:	0.00%	0.00%	0.01%	0.00%	0.00%

Bank and Credit Union data compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. BauerFinancial relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial, Inc. is not a financial advisor; it is an independent bank research firm. BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.

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BauerFinancial, Inc.
Bank Summary Report

River City Bank - Sacramento, CA (FDIC Cert.#18983)

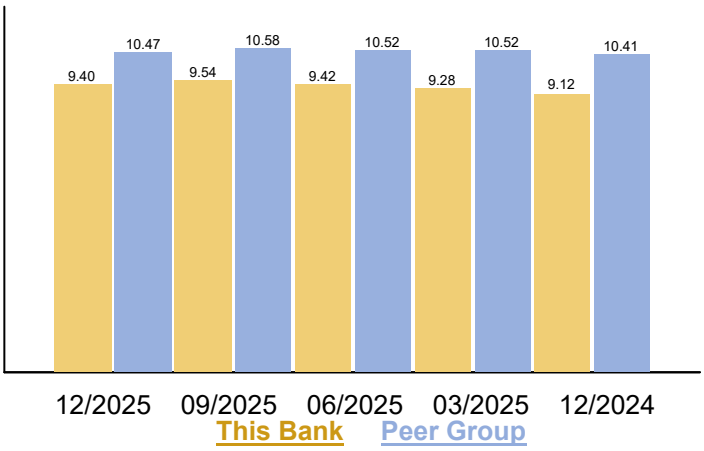
(916) 567-2600

www.rivercitybank.com

River City Bank was established in 1963 and has 9 branch(es).

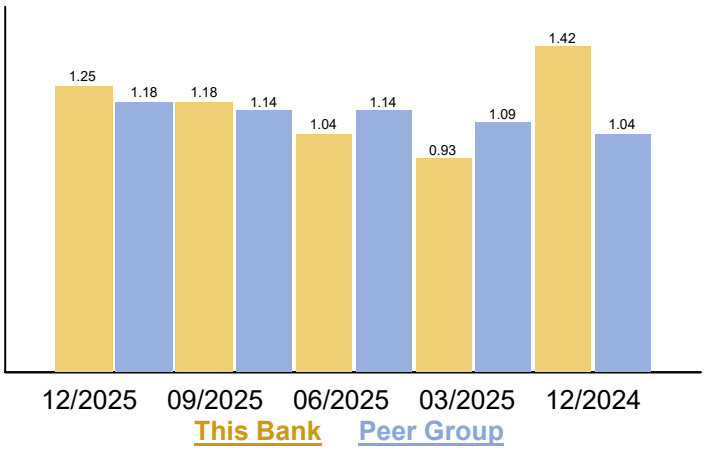
Leverage Capital Ratio

Min. for Adequately Capitalized is 4%



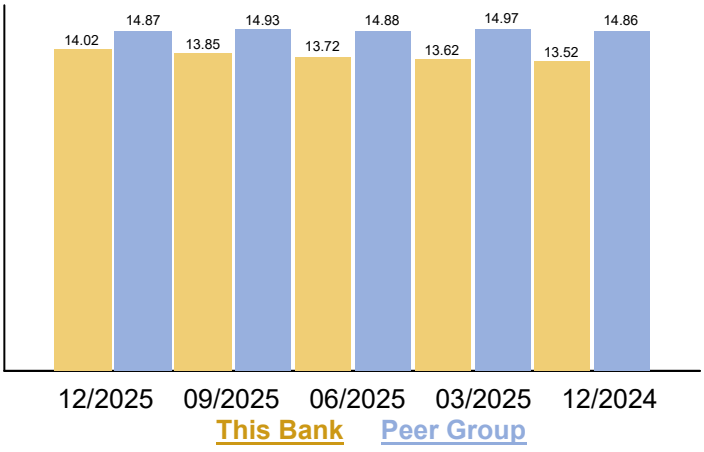
Return on Assets (annualized)

(Tax equivalent for Sub S corporations.)

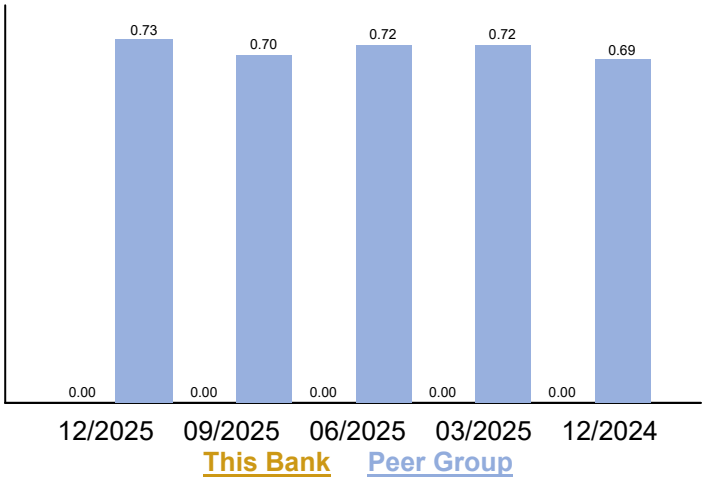


Risk-based Capital Ratio

(not available for all banks beginning March 2020 Data)



Nonperforming Asset % of Tangible Assets



Dollar amounts are in millions. For example, $12,345.678 represents $12 billion, 345 million, 678 thousand.

Peer Groups:

Group 1	Banks with: foreign and domestic offices; assets>=$100 bill; and/or adv. approach banks
Group 2	Assets >= $3 billion
Group 3	Assets >= $1 billion and < $3 billion
Group 4	Assets >= $300 million and < $1 billion
Group 5	Assets >= $100 million and < $300 million
Group 6	Assets < $100 million

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BauerFinancial.com

RIVER CITY BANK
INCOME STATEMENT
(dollars in thousands except per share amounts)
December 31, 2025

	Quarter Ended December 31, 2025	Quarter Ended December 31, 2024	4Q 2025 to 4Q 2024 % Variance	Quarter Ended September 30, 2025	4Q 2025 to 3Q 2025 % Variance
Interest income	$ 74,635	$ 69,890	6.8%	$ 71,751	4.0%
Interest expense	35,951	35,087	2.5%	34,656	3.7%
Net interest income	38,684	34,803	11.2%	37,095	4.3%
Provision for (reversal of) credit losses	2,753	2,520	9.2%	(644)	(527.5)%
Net interest income after provision for (reversal of) credit losses	35,931	32,283	11.3%	37,739	(4.8)%
Net impact of free-standing interest rate swaps	3,095	7,122	(56.5)%	(45)	(6977.8)%
Non-interest income	983	1,095	(10.2)%	937	4.9%
Non-interest expense	11,393	10,571	7.8%	11,164	2.1%
Income before taxes	28,616	29,929	(4.4)%	27,467	4.2%
Income tax expense	7,602	8,664	(12.3)%	7,783	(2.3)%
Net income	$ 21,014	$ 21,265	(1.2)%	$ 19,684	6.8%
Basic Earnings Per Share	1.45	1.45	0.0%	1.36	6.6%
Diluted Earnings Per Share	1.45	1.45	0.0%	1.36	6.6%

	Year Ended December 31, 2025	Year Ended December 31, 2024	2025 to 2024 % Variance
Interest income	$ 282,933	$ 279,136	1.4%
Interest expense	140,429	142,449	(1.4)%
Net interest income	142,504	136,687	4.3%
Provision for credit losses	1,985	7,539	(73.7)%
Net interest income after provision for credit losses	140,519	129,148	8.8%
Net impact of free-standing interest rate swaps	(4,701)	9,476	(149.6)%
Non-interest income	3,752	5,122	(26.7)%
Non-interest expense	44,479	40,091	10.9%
Income before taxes	95,091	103,655	(8.3)%
Income tax expense	26,676	30,256	(11.8)%
Net income	$ 68,415	$ 73,399	(6.8)%
Basic Earnings Per Share	4.69	4.99	(6.0)%
Diluted Earnings Per Share	4.69	4.99	(6.0)%

OPERATING RATIOS	Year Ended December 31, 2025	Year Ended December 31, 2024
Return on average assets	1.25%	1.42%
Return on average equity	13.31%	16.34%
Net interest margin (TE)	2.62%	2.66%
Efficiency ratio (TE)	31.42%	26.50%
Average cost of funds	2.85%	3.04%

RIVER CITY BANK
BALANCE SHEET
(dollars in thousands except per share amounts)
December 31, 2025

	December 31, 2025	December 31, 2024	Current Quarter to Prior Year End Variance		September 30, 2025
Assets			$	%	
Cash and due from financial institutions	$ 477,471	$ 148,666	$ 328,805	221.2%	$ 339,406
Investment securities	690,533	701,040	(10,507)	(1.5)%	689,296
Loans by type:					
Commercial real estate - owner occupied	161,543	165,235	(3,692)	(2.2)%	160,216
Commercial real estate - non-owner occupied	3,982,797	3,672,024	310,773	8.5%	3,849,474
Construction and land development	25,760	13,087	12,673	96.8%	15,250
Residential real estate	192,840	199,737	(6,897)	(3.5)%	193,291
Commercial and industrial	183,590	158,999	24,591	15.5%	170,377
Consumer	8,242	10,131	(1,889)	(18.6)%	9,636
Agricultural	73,331	55,044	18,287	33.2%	39,614
Total gross loans	4,628,103	4,274,257	353,846	8.3%	4,437,858
Less: Net deferred loan fees & hedged loan MTM	(48,449)	(106,100)	57,651	(54.3)%	(48,976)
Less: Allowance for credit losses	(103,799)	(102,163)	(1,636)	1.6%	(100,771)
Net loans	4,475,855	4,065,994	409,861	10.1%	4,288,111
Accrued interest receivable	23,208	23,390	(182)	(0.8)%	24,861
Premise and equipment, net	10,717	10,608	109	1.0%	10,406
Deferred tax assets, net	26,966	26,568	398	1.5%	25,370
Swap MTM accumulated adjustment	59,282	128,725	(69,443)	(53.9)%	58,939
Other assets	37,858	38,537	(679)	(1.8)%	38,515
Total assets	$ 5,801,890	$ 5,143,528	$ 658,362	12.8%	$ 5,474,904
Liabilities and shareholders' equity					
Deposits:					
Noninterest-bearing demand deposits	$ 932,804	$ 834,970	$ 97,834	11.7%	$ 883,675
Money market accounts	1,177,273	940,261	237,012	25.2%	1,064,377
NOW accounts	2,185,987	1,731,010	454,977	26.3%	2,002,239
Savings deposits	89,915	99,742	(9,827)	(9.9)%	92,738
Time deposits	762,350	848,546	(86,196)	(10.2)%	818,107
Total deposits	5,148,329	4,454,529	693,800	15.6%	4,861,136
Accrued interest payable	5,152	4,925	227	4.6%	5,484
Other borrowings	25,000	50,000	(25,000)	(50.0)%	—
Cash collateral - From derivative counterparties	59,090	130,050	(70,960)	(54.6)%	62,480
Other liabilities	15,828	19,284	(3,456)	(17.9)%	18,104
Total liabilities	5,253,399	4,658,788	594,611	12.8%	4,947,204
Shareholders' equity	548,491	484,740	63,751	13.2%	527,700
Total liabilities and shareholders' equity	$ 5,801,890	$ 5,143,528	$ 658,362	12.8%	$ 5,474,904

CAPITAL RATIOS	December 31, 2025	September 30, 2025	June 30 2025	March 31, 2025	December 31, 2024
Tier 1 leverage ratio	9.4%	9.5%	9.4%	9.3%	9.1%
Common equity 1 capital ratio	12.8%	12.6%	12.5%	12.4%	12.3%
Tier 1 risked based capital ratio	12.8%	12.6%	12.5%	12.4%	12.3%
Total risked based capital ratio	14.0%	13.9%	13.7%	13.6%	13.5%
ASSET QUALITY RATIOS					
Delinquent loans/Total loans	0.02%	0.00%	0.00%	0.01%	0.15%
Allowance for credit losses/Total gross loans	2.24%	2.27%	2.33%	2.36%	2.39%
Allowance for credit losses/Non-performing loans	NM	NM	NM	NM	NM
Non-performing loans/Total gross loans	0.00%	0.00%	0.00%	0.00%	0.00%
Total YTD net charge-off ratio	0.00%	0.00%	0.00%	0.00%	0.00%

	High	Low
River City Bank Stock (4th Quarter 2025 Trading Range)	$ 50.00	$ 38.20

	December 31, 2025	December 31, 2024
Book Value Per Share	$ 38.43	$ 33.65
Common Shares	14,272,790	14,403,700

	December 31, 2025	December 31, 2024
Fully Diluted Shares - Wtd Avg Shares Outstanding - QTD	14,507,246	14,647,180
Fully Diluted Shares - Wtd Avg Shares Outstanding - YTD	14,584,314	14,710,670

For information about River City Bank stock, please contact IR@rivercitybank.com .

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

Meeting Date: May 20, 2026

Meeting: Board Meeting

To: Board of Directors

From: General Manager

Written by: Accounting Supervisor

Project Name: N/A

Budgeted: N/A

Budgeted Amount: N/A

Cost Estimate: N/A

Funding Source: N/A

Funding Account #: N/A

Project #: N/A

AGENDA ITEM #: 6

AGENDA ITEM TITLE: Draft Budget Review for Fiscal Year 2026-2027

SUMMARY: The draft Water, Wastewater, and Capital Improvement Plan budget is submitted for Board review, addressing operational and infrastructure needs for the upcoming fiscal year. In accordance with California Government Code Section 61110 and the notice requirements of Government Code Section 6061, the notice of public hearing will be published in the Lake County Record-Bee on June 3 and posted on the District website and the public bulletin board through June 17. This process ensures full transparency and regulatory compliance for the upcoming budget adoption.

BACKGROUND/ANALYSIS: The draft budget was presented to the Finance Committee on April 8 and May 13, 2026, utilizing committee guidance to refine financial projections. This process ensures that the district's fiscal planning aligns with strategic priorities and operational requirements, inflationary pressures and necessary capital improvements to maintain district infrastructure. The draft budget is being presented to the Board of Directors on May 20, 2026, to facilitate a comprehensive review. The final budget and narrative will be provided at the June 10, 2026, Finance Committee meeting in anticipation of formal approval by the Board of Directors on June 17, 2026.

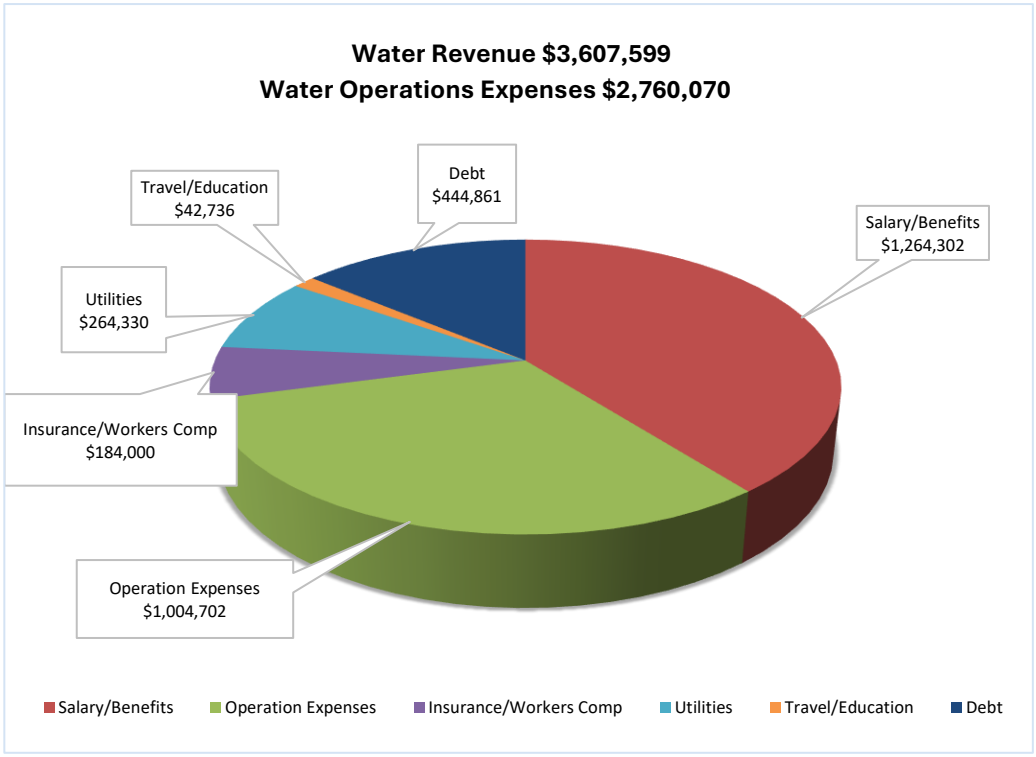
RECOMMENDATION: Review the draft budget for Fiscal Year 2026-2027 and provide feedback.

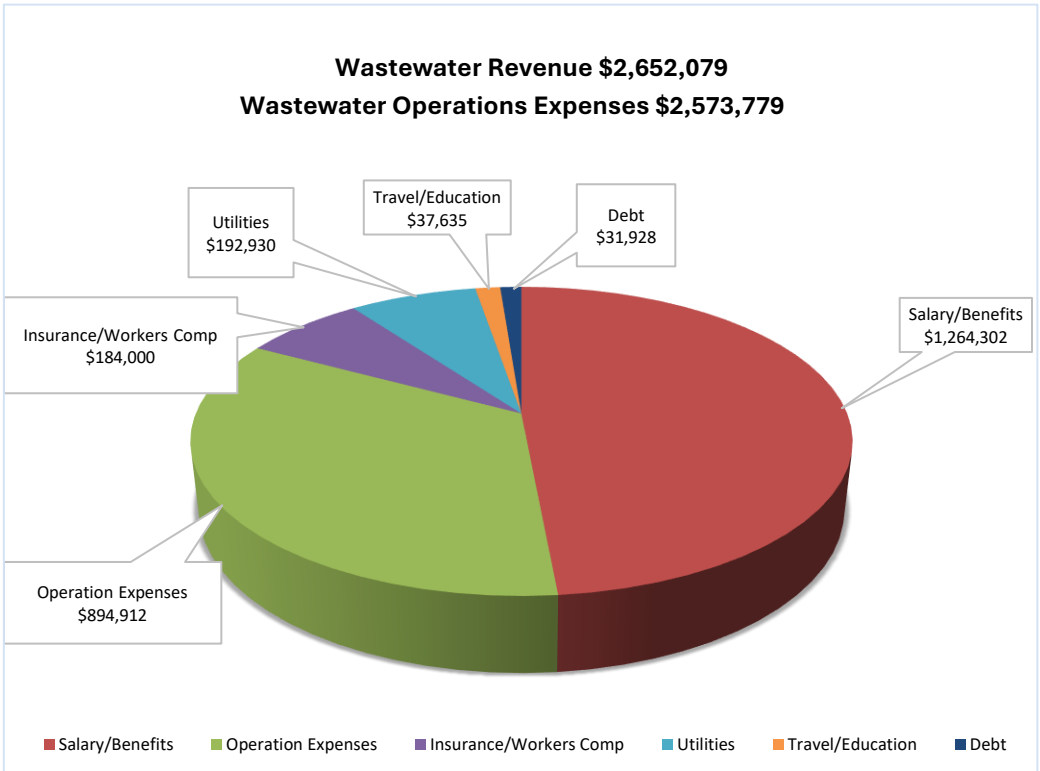
ATTACHMENTS: Water & Wastewater Draft Budget for Fiscal Year 2026-2027

Hidden Valley Lake Community Services District
Financial Year 2026-27

DRAFT BUDGET

	Water	Wastewater
OPERATING REVENUES		
Permits and Inspections	1,125	500
Charges for Services Residential	3,314,149	2,223,752
Charges for Services Commerical	200,385	370,727
Charges for Services Governmental	8,000	1,200
OPERATING REVENUE	3,523,659	2,596,179
OTHER REVENUE		
Interest Income	8,000	6,800
Late Fees	69,500	48,000
Miscellaneous	6,440	1,100
Capacity Charges	-	-
TOTAL OTHER REVENUE	83,940	55,900
TOTAL ALL REVENUES	**3,607,599**	**2,652,079**
OPERATING EXPENDITURES		
Salaries and Wages	713,087	713,087
Employee Benefits	359,454	359,454
Retirement Benefits	191,761	191,761
Insurance	184,000	184,000
Office Expenses	49,612	48,788
Contintuing Education	24,236	23,245
Dues and Subscriptions	36,050	16,485
Postage	13,905	13,905
Repairs and Maintenance	259,560	395,935
Gas, fuel and oil	28,560	28,560
Supplies	20,600	92,700
Professional Services	358,659	152,459
Rents and Leases	6,695	5,150
Travel	18,500	14,390
Telephone	15,450	15,450
Power	244,800	173,400
Other Utilities	4,080	4,080
Other Operating	194,161	76,735
Office and Safety Equipment	11,150	10,635
Environmental Monitoring	25,750	53,560
TOTAL ALL OPERATING EXPENSES	2,760,070	2,573,779
NET OPERATIONAL INCOME	**847,529**	**78,300**
OTHER REVENUE / EXPENDITURES		
Revenue Assesment Sewer Bond RAD1	-	**296,794**
Debt Expense CIEDB Water Infratructure	168,586	-
Debt Expense Water Bond 2023A	276,275	-
Debt Expense Sewer Bond RAD1	-	296,794
Debt Expense Solar Loan	-	32,360
TOTAL OTHER EXPENDITURES	**444,861**	**31,925**
NET INCOME	**402,668**	**46,375**
NON-OPERATING INCOME / EXPENDITURES		
Transfer to CIP Fund	302,001	34,781
Transfer to Reserve Fund	100,667	11,594
TOTAL TRANSFER OUT	**402,668**	**46,375**
Capital Improvments / Replacements Expense	(3,731,131)	(455,000)
Federal Funding Revenue	758,068	-
PG&E Grant Funding (FLASHES) Revenue	2,000,000	-
TOTAL CIP / REPLACEMENT EXPENDITURES	**(973,063)**	**(455,000)**
USE OF RESERVES	**973,063**	**455,000**


Water Revenue $3,607,599
Water Operations Expenses $2,760,070
Debt
$444,861
Travel/Education
$42,736
Salary/Benefits
$1,264,302
Utilities
$264,330
Insurance/Workers Comp
$184,000
Operation Expenses
$1,004,702
Salary/Benefits
Operation Expenses
Insurance/Workers Comp
Utilities
Travel/Education
Debt


Wastewater Revenue $2,652,079
Wastewater Operations Expenses $2,573,779
Utilities
$192,930
Travel/Education
$37,635
Debt
$31,928
Salary/Benefits
$1,264,302
Insurance/Workers Comp
$184,000
Operation Expenses
$894,912
Salary/Benefits
Operation Expenses
Insurance/Workers Comp
Utilities
Travel/Education
Debt

DRAFT

FY 26-27 Water Capital Improvements / Replacements Expenses

7012	General Vehicle	$	-
7013	Equipment	$	-
7014	Land Improvements - Paving LP/Tank 4/Tank 1	$	8,825
7015	Building Improvements	$	-
7201	Regulatory Compliance - Chrom 6	$	95,671
7202	Disaster Mitigation - SCADA	$	125,000
7203	Disaster Recovery - never used	$	-
7204	Reliable Water Supply	$	-
7205	Risk Management	$	-
7206	Records Retention	$	-
7207	Mainlines - Isolation Valves	$	230,000
7208	DSIRC - 75% Reimb FEMA	$	1,010,757
7209	Contact Tank Improvements	$	102,264
7210	Wellfield Generator	$	98,614
7211	FLASHES - 100% Reimb	$	2,000,000
7212	Water Master Plan	$	60,000
Total Expense		**$**	**3,731,131**

FY 26-27 Sewer Capital Improvements / Replacements Expenses

7012	General Vehicle	$	-
7013	Equipment - Pump LS1 /800-801/AB Chains	$	155,000
7014	Land Improvements	$	-
7015	Building Improvements	$	-
7201	Regulatory Compliance	$	-
7202	Disaster Mitigation - SCADA	$	125,000
7203	Disaster Recovery	$	-
7205	Risk Management - vaults	$	-
7206	Records Rentention	$	-
7207	Collections System Upgrades -Manhole Rehab	$	100,000
7212	Wastewater Master Plan		75,000
Total Expense		**$**	**455,000**

Hidden Valley Lake Community Services District

Financial Year 2026-27

DRAFT BUDGET - Expanded Version

	Water	Wastewater
OPERATING REVENUES		
Permits and Inspections	1,125	500
Charges for Services Residential	3,314,149	2,223,752
Charges for Services Commerical	200,385	370,727
Charges for Services Governmental	8,000	1,200
OPERATING REVENUE	3,523,659	2,596,179
OTHER REVENUE		
Interest Income	8,000	6,800
Late Fees	69,500	48,000
Miscellaneous	6,440	1,100
Capacity Charges	-	-
TOTAL OTHER REVENUE	83,940	55,900
TOTAL ALL REVENUES	**3,607,599**	**2,652,079**
OPERATING EXPENDITURES		
5-10-5010 ADMIN SALARY & WAGES	339,887	339,887
5-30-5010 FIELD SALARY & WAGES	361,200	361,200
5-40-5010 DIRECTORS SALARY & WAGES	12,000	12,000
Salaries and Wages	**713,087**	**713,087**
5-10-5020 ADMIN EMPLOYEE BENEFITS (HEALTH)	133,309	133,309
5-30-5020 FIELD EMPLOYEE BENEFITS (HEALTH)	154,324	154,324
5-40-5020 DIRECTOR BENEFITS (TAXES)	230	230
5-40-5030 DIRECTOR HEALTH BENEFITS	71,590	71,590
Employee Benefits	**359,454**	**359,454**
5-00-5025 RETIREE HEALTH BENEFITS	15,634	15,634
5-00-5125 OPEB OBLIGATION	12,494	12,494
5-10-5021 ADMIN RETIREMENT BENEFITS (Pers)	82,056	82,056
5-30-5021 FIELD RETIREMENT BENEFITS (Pers)	81,577	81,577
Retirement Benefits	**191,761**	**191,761**
5-00-5024 WORKERS' COMP INSURANCE	24,000	24,000
5-00-5074 PROPERTY/LIABILITY INSURANCE	160,000	160,000
Insurance	**184,000**	**184,000**
5-00-5040 ELECTION EXPENSE	2,575	2,575
5-00-5062 TAXES & LICENSE	1,236	824
5-00-5075 BANK FEES	36,050	36,050
5-00-5545 RECORDING FEES	721	309
5-10-5090 ADMIN OFFICE SUPPLIES	5,000	5,000
5-10-5179 ADM MISC EXPENSE	3,000	3,000
5-30-5090 FIELD OFFICE SUPPLIES	1,030	1,030
Office Expenses	**49,612**	**48,788**
5-10-5063 ADMIN CERTIFICATIONS	200	200
5-10-5175 ADMIN EDUCATION/SEMINARS	8,000	6,500
5-30-5063 FIELD CERTIFICATIONS	1,036	1,545
5-30-5175 FIELD EDUCATION/SEMINARS	6,180	6,180
5-40-5175 DIRECTORS EDUCATION/SEMINARS	5,000	5,000
5-40-5176 DIRECTOR TRAINING	3,820	3,820
Contintuing Education	**24,236**	**23,245**
5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	36,050	16,485
Dues and Subscriptions	**36,050**	**16,485**
5-00-5092 POSTAGE & SHIPPING	13,905	13,905
Postage	**13,905**	**13,905**

OPERATING EXPENDITURES	Water	Wastewater
5-00-5150 REPAIR & REPLACE	185,400	185,000
5-00-5155 MAINT BLDG & GROUNDS	46,350	70,885
5-00-5160 SLUDGE DISPOSAL	-	51,500
5-00-5165 TERTIARY POND MAINTENANCE	-	50,000
5-00-5061 VEHICLE MAINT	15,450	15,450
5-00-5064 GENERATOR MAINT	12,360	23,100
Repairs and Maintenance	**259,560**	**395,935**
5-00-5060 GASOLINE, OIL & FUEL	28,560	28,560
Gas, fuel and oil	**28,560**	**28,560**
5-00-5148 OPERATING SUPPLIES	20,600	92,700
Supplies	**20,600**	**92,700**
5-00-5110 CONTRACTUAL SERVICES	145,000	15,450
5-00-5121 LEGAL SERVICES	77,250	20,600
5-00-5122 ENGINEERING SERVICES	51,500	51,500
5-00-5123 OTHER PROFESSIONAL SERVICE	20,000	15,450
5-00-5124 WATER RIGHTS	15,450	-
5-00-5126 AUDIT SERVICES	9,090	9,090
5-00-5130 PRINTING & PUBLICATION	8,755	8,755
5-00-5135 NEWSLETTER	1,236	1,236
5-00-5156 CUSTODIAL SERVICES	20,350	20,350
5-00-5157 SECURITY	10,028	10,028
Professional Services	**358,659**	**152,459**
5-00-5145 EQUIPMENT RENTAL	6,695	5,150
Rents and Leases	**6,695**	**5,150**
5-10-5170 ADMIN TRAVEL MILEAGE	8,000	6,890
5-30-5170 FIELD TRAVEL MILEAGE	8,000	5,000
5-40-5170 DIRECTORS TRAVEL MILEAGE	2,500	2,500
Travel	**18,500**	**14,390**
5-00-5191 TELEPHONE	15,450	15,450
Telephone	**15,450**	**15,450**
5-00-5192 ELECTRICITY	244,800	173,400
Power	**244,800**	**173,400**
5-00-5193 OTHER UTILITIES	4,080	4,080
Other Utilities	**4,080**	**4,080**
5-00-5112 CROSS CONNECTION CONTROL	108,856	-
5-00-5194 IT SERVICES	62,645	38,110
5-00-5198 ANNUAL OPERATING FEES	12,360	36,050
5-00-5505 WATER CONSERVATION	7,725	-
5-30-5022 FIELD CLOTHING ALLOWANCE	2,575	2,575
Other Operating	**194,161**	**76,735**
5-00-5315 SAFETY EQUIPMENT	5,150	4,635
5-00-5316 IT EQUIPMENT	6,000	6,000
Office and Safety Equipment	**11,150**	**10,635**
5-00-5195 ENV/MONITORING	25,750	53,560
Environmental Monitoring	**25,750**	**53,560**
TOTAL ALL OPERATING EXPENSES	2,760,070	2,573,779
NET OPERATIONAL INCOME	**847,529**	**78,300**

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

Meeting Date: May 20, 2026

Meeting: Board Meeting

To: Board of Directors

From: General Manager

Written by: Water Resources Specialist

Project Name: N/A

Budgeted: Yes

Budgeted Amount: $120,0000

Cost Estimate: Not to exceed $120,000 Annually

Funding Source: 130 (Water)

Funding Account #: 130-5-00-5110 (Contractual Services)

Project #: N/A

AGENDA ITEM #: 7

AGENDA ITEM TITLE: Consideration of the Proposals for Social Media, Communications, and Public Relations Services from: Archer Public Affairs/Duran Kinst Strategies (DKS), CV Strategies, and Tripepi Smith for a Not to Exceed Annual Amount of $120,000

SUMMARY: In February 2026, the District advertised a Request for Qualifications (RFQ) for Social Media, Communications, and Public Relations Services. This RFQ is to support the Districts efforts to modernize its communication approach and meet the expectations of an increasingly growing digital community.

The selected consultant will strengthen communication with our ratepayers by delivering clear, consistent, and accessible information. Their work will help ensure residents remain informed and aware during day-to-day operations, while also providing timely, effective messaging during emergency situations to support public safety and community readiness.

BACKGROUND/ANALYSIS: The proposal deadline was April 10, 2026, and the District received a total of 10 submissions. Staff reviewed and evaluated/ranked (attachment E) all proposals and identified three top-scoring consultants, based on:

- Necessary Elements
- Completeness of Proposal
- Overall Public Relations Approach
- Relevant Work Experience/References
- Qualifications of Key Project Team Members
- Level of Hourly/Weekly Effort Estimated

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

The top scoring firms include Archer Public Affairs/DKS, CV Strategies, and Tripepi Smith.

These consultants were then contacted to provide additional information and continue in the selection process. To further assess their qualifications and clarify outstanding or unclear topics, staff conducted 30-minute interviews with all three firms.

In discussion with each consultant, a monthly retainer will be established and of the services offered the proposals are flexible and scalable to address the Districts needs in relation to consistency and in urgent scenarios.

Consultant	**Archer Public Affairs / DKS**	**CV Strategies**	**Tripepi Smith**
Rate Schedule	Attachment D	Attachment D	Attachment D
Strengths	○ High-end ○ Creative ○ Social monitoring/listening ○ Emphasized Visions/Mission statement ○ CSDA Relations & experience	○ Institutional ○ Playbooks ○ Structure ○ Very experienced ○ Cr6 Knowledge & Experience	○ Technical institutional ○ Extensive & impressive work with special districts ○ Cr6 Knowledge & Experience ○ Provide templates for outreach, etc. ○ Flexible “Menu Like” fee proposal
Team	Archer (Point of Contact), DKS, & Orion Sky Studios.	All In-House.	All In-House.

The Finance Committee engaged in a thorough discussion and examination of all three top proposals and is prepared to present a recommendation to the Board.

Staff are seeking the Board of Directors approval for an annual expenditure of up to $120,000 for these services.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

RECOMMENDATION: Consideration of the Proposals for Social Media, Communications, and Public Relations Services from: Archer Public Affairs/Duran Kinst Strategies (DKS), CV Strategies, and Tripepi Smith for a Not to Exceed Annual Amount of $120,000

ATTACHMENTS: A) Archer Public Affairs/DKS Proposal, B) CV Strategies, C) Tripepi Smith Proposal, D) Fees/Rates Proposals Consolidated & E) RFQ Proposal Evaluation Ranking Sheet

PROPOSAL TO THE

Hidden Valley Lake Community Services District

Social Media, Communications & Public Relations Services

PROVIDED BY

Archer Public Affairs & Duran Kinst Strategies

Archer Public Affairs
California

DKS

April 10, 2026

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A. COVER LETTER

April 10, 2026

Paul Kelly, General Manager
Kelly Reese, Water Resources Specialist
Hidden Valley Lake Community Services District

SUBMITTED ELECTRONICALLY

Dear Mr. Kelly and Ms. Reese:

The combined team of Archer Public Affairs California (Archer) and Duran Kinst Strategies (DKS) is very pleased to present this joint proposal in response to your RFQ concerning social media, communications and public relations services. Together, Archer and DKS have built a successful track record of collaborating to support special districts in a variety of ways that make our team uniquely, if not exclusively, suited to assist you. Our work with the California Special Districts Association, California Municipal Utilities Association, and various special districts is highlighted in Section F, of this proposal ("Relevant Experience and References") and we look forward to putting our specific expertise to work for you.

Although this will be a joint effort by our two firms, for administrative purposes Archer (based in Folsom, California) will serve as the project lead organization. In that spirit, the following declarations are provided, per your request:

- The information and pricing in this proposal will be valid for 90 days, commencing April 10, 2026. Per your communication to us, we have proposed a 12-month (52 week) engagement, but can scale this up or down as the District prefers.
- Archer will provide the required insurance and indemnification required by HVLCSD.
- Bill Romanelli, Archer's President, will serve as your point of contact for all correspondence during the consultant selection process.

Importantly, we want to emphasize our commitment to helping you be successful in this effort. Beyond the RFP, we have carefully reviewed HVLCSD's Strategic Plan and have crafted our proposal specifically to match — and to directly support — your mission, vision, goals and objectives.

Our North Star in assisting you will be to help communicate:

- How "Serving the community of Hidden Valley Lake is at the heart of everything we do."
- How all your work, activities, and expenditures are designed "to protect the water and quality of our community," and make Hidden Valley Lake "an even better place to live, work and play."
- How the District is working vigilantly, every day, "to provide, maintain and protect our community's water."

Throughout our proposal you will see how we've targeted our activities and recommendations around your values of transparency and affordability, your stated goal to "Strive for Excellent Ratepayer Communications," and your objectives to maintain transparency, encourage public engagement and education, and practice excellent customer service.

In closing, we must also compliment you on your thorough SWOT Analysis, which in some ways provided an excellent road map for our proposal. Many of our strategies and tactics on the following pages have been suggested specifically to help you address identified areas of weakness and threats, while leveraging your strengths and opportunities.

We are extremely excited to begin working with you, and look forward to the conversation as you continue your consultant selection process.

Sincerely,

Bill Romanelli
President
Archer Public Affairs California
792 Fratis Street
Folsom, CA 95630
916-212-1446

David Duran
Founder/Managing Partner
Duran Kinst Strategies
10265 Rockingham Dr. #100
Sacramento, CA 95827
916-208-8742

B. PROJECT TEAM INFORMATION



Bill Romanelli

Project Manager, Media & Community Relations, and Strategic Counsel

Bill is the President of Archer Public Affairs and a strategic communications expert with more than 20 years' experience in the field.

Based out of Sacramento, he specializes in helping clients develop, implement and manage public outreach, public relations and communications programs. He provides expertise in strategy, grassroots outreach, crisis communications, public participation, digital communications, and media relations — where he trains executives on how to work with the press and serves as an on-the record media spokesperson.

His background includes work for clients across a broad spectrum of industries including local government and special districts, statewide trade associations, water, energy, healthcare, land use, construction, manufacturing, and the not-for-profit world. He has worked on local, regional, statewide, national and international programs on myriad issues and projects, ranging from legal reform and environmental cleanup to public safety, corporate reputation, ballot measures, water and air quality, and public funding.

An award-winning writer, Mr. Romanelli also specializes in helping clients identify and refine the strongest messages with respect to each client's key stakeholders. He has written four books, published hundreds of op-eds and bylined articles, and continues to publish articles regularly on people, lifestyle, travel and local business issues.

Outside of work, Mr. Romanelli serves on the board of the Folsom Chamber of Commerce and volunteers for a variety of local nonprofit organizations.

Outside of work, Mr. Romanelli serves on the board of the Folsom Chamber of Commerce and volunteers for a variety of local nonprofit organizations.

Mr. Romanelli graduated from California State University Sacramento with a degree in Communications Studies, emphasizing in Public Relations.



David Duran

Digital Strategy Lead, Content and Web Services

David Duran is a strategic communications professional with more than 20 years of experience supporting elected officials, nonprofit organizations and trade associations at the state and national levels.

David earned his bachelor's degree in Philosophy, Politics and Economics (PPE) from Claremont McKenna College, including a semester of study at the University of Oxford. He began his career as a California Senate Fellow, where he staffed legislation, and later investigated wholesale energy market practices in the aftermath of California's electricity crisis. Over the next decade, David held key communications and legislative roles in the California State Assembly, State Senate, and the State Board of Equalization, developing expertise in government operations, policy analysis, constituent engagement, and public communications.

Since co-founding Duran Kinst Strategies (DKS) in 2019, David has led the firm's work in strategic communications, digital services, and organizational improvement. Under his leadership, DKS has built a multidisciplinary team delivering website development, content strategy, and ongoing support services to trade associations, nonprofit organizations, and mission-driven clients across California and nationwide.

David has extensive experience working with trade associations and membership-based organizations, including the California Special Districts Association and the National Special Districts Association. His work focuses on helping organizations communicate effectively with policymakers and stakeholders, modernize digital infrastructure, and improve internal efficiency. He is particularly skilled at translating complex information into clear, accessible messaging that supports transparency and public trust.

David provides strategic oversight, guiding project direction and ensuring high-quality delivery for clients. He is known for delivering responsive, high-quality service and for aligning communications and technology solutions with organizational goals to improve efficiency and stakeholder engagement.



Vanessa Gonzales

Digital Communications Manager, Content and Social Media

Vanessa is a Communications Consultant at Duran Kinst Strategies (DKS) with more than 12 years' experience in the field of nonprofit communications and association management.

Based in Sacramento, she helps her clients with their digital communications goals by planning, developing, and scheduling social media content and digital advertising campaigns, along with providing timely monthly reports of the social media performance on each platform. In addition to social media work, Vanessa helps develop email blasts, newsletters, and website content for clients. She also works on copy and editing for design projects and collateral, such as informational flyers, posters, and banners as well as providing event planning support.

Prior to working with DKS, Vanessa worked at the California Special Districts Association as its Communications Specialist/Editor for seven years, where she managed the association's core social media channels, including providing onsite event social media coverage and video interviewing for conferences and events. Vanessa led the team and trained CSDA staff on social media best practices. She was also responsible for website content, regular website audits, creating the CSDA's weekly eNews and coordinating the California Special Districts magazine content and production, as well as managing the CSDA awards program.

Her past experience also includes four years of working for an association management company, Smith Moore & Associates in Sacramento, where she lead as the Account Manager for nonprofit trade association clients such as the California Water Association, California Women Lawyers, and California Council of Goodwill Industries; and supported as Account Coordinator for the California Association of Joint Powers Authority and Floodplain Management Association. Her work included marketing and communications, board and committee management, membership management, and meeting planning.

Ms. Gonzales graduated from California State University Sacramento with a degree in Communications Studies, emphasizing in Public Relations.

C. PROJECT MANAGEMENT PLAN

As requested in the RFQ, we will provide the District with a monthly activity report summarizing work conducted, outreach efforts, and engagements or interactions generated through social media as appropriate to the previous month's activities.

Beyond these reports, we would recommend that as part of the ongoing project management and coordination that we hold bi-weekly meetings (via Zoom) with the CSD team to discuss work in progress, support planning and message alignment, look ahead to upcoming needs, and discuss strategies and timely response for emerging issues.

Likewise we will remain accessible between scheduled meetings to address time-sensitive issues, including public inquiries, service updates, or emerging community concerns.

Performance Reporting: DKS will provide a monthly performance report summarizing digital communications outreach efforts and results across the District's social media channels. Reports will include key metrics such as:

- **Impressions** — visibility of content across platforms
- **Engagements** — interactions such as likes, comments, and shares
- **Engagement Rate** — level of audience interaction relative to reach
- **Audience Growth** — changes in follower count over time
- **Message Volume** — number of incoming inquiries and messages
- **Link Clicks** — traffic driven to the District website
- **Number of Published Posts** — overall content output

Analysis and Continuous Improvement: In addition to reporting metrics, we will provide clear insights and recommendations to improve performance over time. This includes identifying high-performing content, evaluating trends in community engagement, and adjusting messaging strategies to better reach and inform residents.

Reports will include month-over-month comparisons, with year-over-year analysis available as data matures. DKS will use these insights to refine content strategy, messaging, and outreach approaches, improving communication effectiveness and supporting the District's goals for transparency and public engagement.

D. SCOPE OF WORK

D.1. Digital and Social Media Management

The proposed scope of work for digital and social media management is designed to help the District strengthen transparency, proactively communicate with ratepayers, and build trust through consistent, accurate, and accessible information across platforms.

Content development and scheduling across District platforms

- **Content development:** We will develop and manage a strategic content calendar to deliver clear, timely, and engaging communications aligned with District priorities. Content will include professionally designed graphics, imagery, and messaging tailored to inform residents about programs, capital projects, service updates, community events, operational issues, traffic impacts, public safety information, emergency alerts, policy changes, and preparedness efforts as needed.

  A key focus will be translating complex or technical information into clear, easy-to-understand messaging that improves public understanding and reduces confusion.

  Within this, we can support a flexible approval process based on District preferences, including:

  1. Email-based review and approval of individual posts
  2. Direct review and approval within the content calendar platform
  3. Pre-approved content categories allowing DKS to publish content without individual approvals following editorial alignment

- **Scheduling:** We will utilize Sprout Social, a professional social media management platform, to schedule and publish content consistently across the District's channels. In addition to managing existing platforms, we will provide guidance on expanding to additional channels (e.g., Instagram, Nextdoor, LinkedIn, YouTube) based on community usage and communication goals. If desired, DKS can assist in evaluating platform effectiveness through community surveys and engagement data.

Social listening and monitoring

We will conduct ongoing social listening and monitoring of District-related conversations across social media platforms to identify emerging issues, misinformation, and community concerns. Relevant insights will be communicated to District staff in a timely manner, allowing the District to respond proactively rather than reactively. We will also identify opportunities to amplify accurate information and engage with relevant community discussions.

Engagement with community comments and inquiries

The District has indicated it desires to enhance clarity when addressing or correcting misinformation shared online or through other channels, particularly regarding topics such as District activities or decisions, water service interruptions, maintenance activities, weather-related events, and similar public updates.

To respond to this need, we will support professional and timely engagement with community comments and inquiries on social media platforms, based on District-approved response protocols. This includes:

- Responding to routine questions
- Escalating sensitive or complex issues to District staff
- Correcting misinformation with clear, factual responses
- Directing users to authoritative information on the District's website

We will also work with the District to ensure that key information is clearly presented and easily accessible on the District's website, enabling consistent and efficient responses across digital channels.

D.2. Community Engagement

The proposed scope of work on community engagement presented below is designed to help HVLCSD achieve the following goals and objectives outlined in your 2024-2029 Strategic Plan:

- **Goal: Strive for Excellent Ratepayer Communications**
- **Objective: Maintain Transparency**
- **Objective: Encourage Public Engagement and Education**
- **Objective: Practice Excellent Customer Service**

D.2.1: Community Surveys

In your strategic plan, you clearly state that the top method of measuring succession in achieving your goals is to “Evaluate Ratepayer Satisfaction.” We can accomplish this, as well as gather other useful intel that can inform future communications efforts, via community surveys.

To that end, we are pleased to have a longstanding partnership with Bold Decision, a boutique research firm specializing in custom local, state, and national-level political and public affairs research projects. Bold’s founding partners have more than 30 years of combined experience in designing, implementing, fielding, and analyzing impactful research projects.

Every Bold Decision engagement is unique and requires the intelligent application of research methodologies. The relatively small size of the community that HVLCSD serves necessitates a custom-designed approach. Quantitative research such as surveys is valuable for measurement, while qualitative research — such as focus groups — can be valuable for exploration and unlocking depth and nuance.

In your correspondence with us, the District indicated it has not previously conducted any kind of survey on its customers. Ideally, budget permitting, one of the first surveys we could conduct would directly inform how and where your customers would prefer to get information and news from the District. Specifically, we’d like to learn:

- Which social media platforms they use, and use most
- Where they generally get their news and information
- What they like or don’t like about current District communications
- Whether they read the District newsletter
- What kind of information would be most valuable to them
- Overall customer satisfaction

The reason we prefer this as a first step is it can inform, for example, whether or not a Twitter page, or an Instagram page would get the most traffic — or might even be unnecessary. This can drive strategy and save time and resources in terms of developing your online communications as described above, while demonstrating transparency and a commitment to “listening” to your customers.

As noted, we would also use this research to try to establish a baseline of ratepayer satisfaction. Subsequent surveys could then measure increases in satisfaction or help identify where the district may need to change tactics.

Again emphasizing that we would want to develop a customized approach, there are a variety of options we could consider as we start the conversation about collecting this data.

- Option 1: Online ("passive") survey. This would be a "Survey Monkey" or similar online survey tool that would be made available on the website and, where possible, emailed to customers, promoted in billing statements etc.

  Pros: These surveys are very easy to develop, although we would recommend — and have budgeted for — working with a professional survey research firm to develop the questions and analyze the responses. In so doing we can ensure we're asking the right questions in the right way, and providing for professional analysis of the results to help crystallize an overall communications strategy.

  Cons: There can be limitations on survey length, question type (closed vs. open-ended) and structure. Also, because the survey would simply be "out there" waiting for the public to respond (vs. pushed via direct contact), response rates may also be very low and thus not necessarily scientific or representative of your customers as a whole. CSD staff would likely need to send reminders 3-4 times to enhance the survey response rate.

- Option 2: Focus Groups. As envisioned this would be a series of 2-3 focus groups, conducted by a professional firm and made up of a representative sampling of your customers. These groups would be asked to provide their thoughts and feedback on a variety of questions and topics — to be decided in concert with you. (These could go beyond basic communication questions and get into bigger issues of concern to the District).

  Pros: Generally a less expensive approach than Option 3 below, and the result is often deeper insights that go beyond "what" opinions customers have, and get into "why" they have those opinions.

  Cons: Cost can be around $12,000 - $15,000 per focus group and, while the insights provided can be more detailed, focus groups are not reliable as "scientific" surveys. They can often be influenced by one speaker who dominates the conversation and sways the opinions of other participants, for example.

- Option 3: Scientific Survey. This would be would be a scientific opinion survey conducted by a professional firm, where we could ask specific questions and get measurable results and analysis that would help guide all future communications efforts, as well as help inform the district on what priorities customers think are most important, depth of knowledge on things like water rates, state mandates, infrastructure costs, and the connections among all three, etc.

  Pros: Reliable, scientific data and analysis that can test messaging and form a solid foundation for communications efforts.

  Cons: Cost. This can vary based on the number of questions and the number of survey respondents needed. Typically you'd want a survey population of at least 300 respondents to get a representative, but random sampling of your customers. A respondent population of 400 would provide even more accurate data, but would increase the costs.

Finally, your strategic plan indicates an intention to "value and evaluate customer feedback." In your correspondence with us, you mentioned that customer inquiries come in by phone, email online or "other communication channels." For each of these, we can create a fast and easy method of evaluating customer feedback by including a very brief (3-5 question) survey at the end of each CSD response, wherein we would ask customers to provide their feedback on the information and response they received.

D.2.2: Support for Public Meetings and Workshops

Our approach on supporting HVLCSD for public meetings and workshops centers on two strategies:

1. Generating attendance/increasing accessibility
2. Controlling the meeting and its narrative

For purposes of discussion, and based on your feedback, "public meetings" are assumed to be meetings in addition to HVLCSD Board meetings every month, which are already publicized and conducted in conformance with statute. That said, we do notice that, at present, it does not seem the District is equipped to stream video and audio of the Board meetings.

Understanding that this would require some investment in equipment and technology, we would nonetheless recommend that HVLCSD endeavor to provide this option, and make recordings available after the fact as well, as this can lead to much more and better engagement from the public, provide a recourse for addressing misinformation, and demonstrate a commitment to transparency.

For the first strategy, generating attendance, we would employ a variety of tactics to ensure the public is aware of and encouraged to attend these meetings. Tactics would include:

- Social media posts and website notices, encouraging residents to follow the District's social media channels and subscribe to website updates (if applicable).
- Direct communications to residents via email (where available … we can also purchase a list if need be).
- Notices / announcements to local media outlets (Lake County News, Nextdoor, Newsbreak - Hidden Valley Lake)
- Coordination with Hidden Valley Lake Association management
- MainLine newsletter
- Optional: Flyers (to post to corkboards on mailboxes) and/or postcard mailers to residents.

Notices should also include information beyond the standard meeting details (what, where and when) and include a message about "why you should attend." This helps residents connect on a personal level with the purpose of the meeting, and also demonstrates the CSD's commitment to transparency and serving the community.

For the second support strategy — controlling the meeting and the narrative — we would work with you in a variety of ways:

- **Messaging and content:** Depending on the nature and subject of the meeting, it may be important to zero in on some key messages the District wants to be sure to communicate. We could support this through the development of talking points and presentation materials.

- **Prep sessions as needed with District leadership:** Again, depending on the nature and subject of the meeting, it may be helpful in the interest of message control to anticipate what kind of questions will be asked and, based on the key messages, how best to respond.

- **Format:** A common risk in public meetings is one individual dominating the conversation, “hogging the mike,” grandstanding, etc. This can be avoided by moving away from a “bleachers and stage” approach and instead setting up stations around the room, each focused on a single key aspect of what the meeting/issue is about and each staffed by an appropriate CSD representative who can provide info, answer question in a more familiar and comfortable environment, and direct visitors to additional resources.

While these are our preliminary approaches, we welcome the chance to discuss other needs you may have in regard to "meeting support.” Specifically in reference to your SWOT analysis, you noted “there are difficulties in communicating with ratepayers during emergency events.”

One tactic you could employ — either during your community meetings or in partnership with the Hidden Valley Lake Association — would be to identify and recruit “community captains” who can help you communicate during a time when power, and phones, are mostly likely to be out. These are residents CSD staff can contact, or visit in person if needed, in an emergency with vital information and talking points (scripts) they can share with their neighbors to help ensure consistent and reliable communication in the emergency.

D.3. Video, Photography and Audio Production

To meet your needs in this area, we will subcontract with Orion Sky Studios, based in nearby Sonoma, CA. Orion will serve as your reliable production partner that captures content and helps shape it into clear, consistent communication. Our intent in this collaboration is to provide the CSD with a consistent, controlled and predictable level of media support it can rely on on a weekly/monthly basis and which enables the district to maintain consistency in visual communication, build a library of reusable content over time, and deploy media effectively across platforms and initiatives without restarting the process.

Importantly, we have developed and budgeted a scope of work in this area that projects five hours per week of video, audio and photography support, however, we would emphasize that this is scalable up or down based on the district’s needs. The specific scope of services would include:

- **1 on-site production day per month (6–8 hours).** The objective is content capture aligned with District priorities such as events, project updates, community messaging, and stakeholder interviews.
- **Professional video and photo capture.** We'll employ a small, efficient crew using cinema-grade cameras, lighting, and audio to ensure high-quality, consistent output.
- **Post-production and content development.** This entails editing footage into usable assets including short informational videos, updates, and social-ready clips.
- **Content optimization for digital channels.** Specifically, we'll structure deliverables for effective use across web, social, and public communications.

In addition to the production services above, and to help the District save cost in the long term, we will also engage Kerry Shearer, a.k.a. "The Livestream Expert" to provide a one-time, half-day "Smartphone Video Training" for CSD staff. The purpose of this training would be to equip staff with the skills and tips they can use to shoot usable, shareable video with their smartphones, while also providing the district with a "production kit" of the actual hardware to enhance video capture capabilities and quality. This production kit would include several wired smartphone mics, a Rode dual wireless mic system with charging case, a fluid-head travel tripod with smartphone mount, desktop tripods, a mag-mount video light for the phone and a "studio" LED video light with floor stand for interviews.

D.4. On-Call Media Relations Support

Our team will be available to support you 24/7 with all facets of media relations support, including:

- **Media List Development:** The District may already have this covered … with so few media outlets in the area (most only staffed by a single person) this will not be a heavy lift, but we are happy to provide it if needed, with a focus on:
    - Lake County News
    - NextDoor
    - Newsbreak - Hidden Valley Lake

- **Media training:** As an initial component of our work with you, we would like to organize a media training seminar for CSD staff and (optional) Board members. Through a half day training we would a walk participants through:

    - How the media works
    - Controlling the message to help influence how coverage turns out
    - Strategies and tactics for controlling the interview
    - What to do when the media calls
    - Key “Do’s and Don’ts” for working with the media
    - Mock interviews

- **Consulting/Interview Prep:** As and when media calls, we can be available to collaborate with you to discuss the nature of the reporter's questions and inquiry, and talk through messages that can be used in response if an interview is to be granted. Similarly if the District desires to respond to news coverage, we can provide similar counsel on the best messages and approach.

- **Writing:** We can prepare press statements to respond to inquiries, press releases to announce news, media advisories to announce events, fact sheets, Q & A docs and other materials to support your media relations work.

- **Story pitching:** As and when the District is seeking to push out good news and information for the community we can assist in contacting local outlets and corresponding to encourage coverage.

D.5. Optional Additional Services: Website Content and Analytics

We will ensure that website content and social media messaging are closely aligned so accurate, detailed information is always available to support public inquiries and correct misinformation.

Content creation and updates: We will collaborate with District staff to develop and maintain clear, timely, and informative website content. This includes updates related to District programs, projects, meeting and event announcements, and community-focused content.

A key objective will be ensuring that the website serves as a reliable, up-to-date source of information that supports transparency and provides a strong foundation for digital communications.

Targeted design improvements: We can recommend (and implement as needed) targeted visual and structural improvements to enhance usability and accessibility, including the addition of imagery, banners, and improved content layout. Enhancements will be prioritized based on District priorities and aligned with the overall scope of work.

Analytics tracking and reporting: We can monitor website performance and provide monthly analytics reporting, including insights on page performance, user engagement, and content effectiveness. These insights would be used to inform ongoing content strategy and improve the accessibility and clarity of information for residents.

D.6. Optional Additional Services: Community Outreach Materials

We are happy to assist and provide services in the areas of strategy, message, copywriting, editing and review of community outreach materials that will assist HVLCSD in communicating effectively with the public. Depending on the nature of the issue/subject to be discussed we may recommend a variety of tools, such as a “Myth & Fact” sheet to address misinformation, Q&A documents (or videos), newsletter articles, specific talking points, and so on. To the extent that quarterly newsletter review is requested, we are equally happy to support you there as well.

A few items we would recommend right from the start:

- If the CSD is not doing this already, it should have a protocol in place to help field crews address questions from residents or visitors while they are performing work. Specifically, these would include providing handouts or phone numbers the public can call with any questions, and/or providing brief fact sheets and response guidance. The goal of this is twofold: First, from a communications standpoint, it ensures there is no miscommunication about the nature of the work being done, the reason, etc. Second, from an operational standpoint, it helps ensure field crews are able to do their jobs without delays or distractions from a curious neighbor.

- Your Strategic Plan identified “Regulations” as an area of “Threat” on your SWOT analysis. The District would be served well by making efforts to educate your ratepayers on what these regulatory threats are, and how they might impact costs. Doing so would directly align with and support your values of Transparency and Affordability. Specifically, you can use this information to explain how rates are set (few ratepayers really understand how their rates are set) and demonstrate your desire (and efforts) to keep rates low. Including information on what the District may be doing to help oppose new onerous regulations that could raise rates would provide an avenue to engage your ratepayers in any advocacy efforts — which would be very powerful — and help smooth the path forward if a rate increase is necessary “to meet new mandates from the state.”

- Finally, occasional fact sheets, handouts, social media posts and/or "explainers" on the aging infrastructure, what’s needed, and what actions the District is taking (e.g., investments in equipment and why they are justified) to fulfill its mission “to provide, maintain and protect our community’s water.”

Please note that any and all costs for graphic design services, printing, production, postage or other hard costs associated with reproducing and disseminating content are considered outside the scope of work. If these services are requested, we will provide a separate budget and/or cost estimate for approval.

D.7. Optional Additional Services: Measurement and Reporting

Monthly analytics dashboards: DKS will track performance across all District social media platforms using a professional analytics dashboard, Sprout Social, providing clear visibility into outreach effectiveness and audience engagement.

Engagement metrics and performance summaries: DKS will provide a monthly performance report summarizing digital communications efforts and results across social media channels. Reporting will include key metrics such as:

- **Impressions** — visibility of content across platforms
- **Engagements** — interactions such as likes, comments, and shares
- **Engagement Rate** — level of audience interaction relative to reach
- **Audience Growth** — changes in follower count over time
- **Message Volume** — number of incoming inquiries and messages
- **Link Clicks** — traffic driven to the District website
- **Number of Published Posts** — overall content output

Reports will include month-over-month comparisons, with year-over-year analysis available as data matures. DKS will identify high-performing content and apply these insights to refine future messaging and outreach strategies, improving communication effectiveness and maximizing engagement.

E. SUB-CONSULTANTS & WORK DONE BY OTHERS

Please find below descriptions of work that would be conducted by subcontractors and other individuals outside of Archer and DKS. To help with your decisionmaking, costs and time estimated for the work provided by these consultants is included in our fee proposal in Section G. Because their time has been included in our planning, that is why the total estimated hours per week shown in our fee proposal exceeds the 10 hours per week suggested in the District's RFP. That being the case, work can be scaled back if need be — our intent was to provide you with a look at the full scope of service available.

- **Orion Sky Studio (video/audio production and photography).** The nature and scope of work to be provided is described above in Section D.3., and please refer to our budget spreadsheet in "Fee Proposal" section for a breakdown of their estimated weekly fees. Any needs beyond this scope (additional production days, increased volume, travel, or expanded campaigns) can be scoped and approved separately.

- **"The Livestream Expert" Kerry Shearer.** Costs for Kerry's time and the "production kit" are provided in our Fee Proposal. Note that we have also included costs for him to shoot additional B-roll as an option outside of work to be performed by Orion Sky if need be.

- **Bold Decision - Adam Rosenblatt (Opinion Research).** Costs for these services are provided in our Fee Proposal under the section of "One-Time Costs."

Using scientifically-valid polling, we can leverage a small, representative sample of the population to understand the sentiments of the larger universe. However, this is much more challenging when dealing with very small populations like HVLCSD's customer population. Conducting conventional quantitative survey research in HVLCSD would be our preference though it might not be practical or feasible. Obtaining a representative sample of the population for analysis would likely require contacting every single resident and unless HVLCSD has direct abilities to easily reach all residents, this research would be likely costly in terms of both financial effort and time.

The cost to conduct research varies significantly based on the methodology / mode and level of effort involved in the study design, execution, and analysis. There might be ways for the HVLCSD to use existing outreach channels to easily conduct research as part of efforts already underway (for example, soliciting participation into a survey or into a focus group) though the research might also require dedicated efforts to find and recruit participants. We propose to work with HVLCSD to find an appropriate balance to obtain a representative look at the community with an appropriate level of outreach from HVLCSD.

(Importantly, while we highly recommend research to ensure message effectiveness and strategy alignment, we understand the costs for this service is not always within available resources. For that reason our fee proposal includes options with and without survey research).

- Needs for HVL CSD Staff Time
    - On an ongoing basis, we anticipate a need for 1-3 hours per week, on average, for status calls, review and approvals, and administrative functions. This will likely ebb and flow, with slightly more time required in the early weeks but should settle into a predictable routine.
    - One-time, half-day media training seminar for leadership and key staff (as determined by HLVCSD)
    - One-time, half-day camera and video training seminar for key staff (as determined by HVLCSD).
    - Staff time of 6-8 hours per month for B-roll, video shoots, etc., most likely this time will be integrated with ongoing District operations.
    - Staff time of 2-4 hours (total) may be necessary to push out reminders to customers to complete surveys.

F. RELEVANT EXPERIENCE AND REFERENCES

The team we have to support the District is a direct match for the experience, qualifications and expertise you are seeking — in fact we are confident in saying no team is more uniquely suited to assist you. As the short case studies below will illustrate, we have extensive experience working together with utilities and special districts to tell their stories, on an individual, statewide and national basis. We understand this world, we speak your language, and as a result we can be of value to you beyond what any other firm can offer.

Qualifications of individual team members and their role in working with HVLCSD are provided above in Section B ("Project Team Information") and incorporated here by reference.

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA)

- **Contact:** Kyle Packham, Chief Advocacy and External Affairs Officer
  1112 I Street, Suite 200, Sacramento, CA 95814
  Kylep@csda.net 916-642-3808

- **Description of Services:** For more than four years we have been providing CSDA with ongoing digital/social media strategy and management, media relations, video production, and communications consulting. The nature of the work, primarily conducted in Sacramento or on location for video shoots statewide, has ranged from development of advocacy materials to garner support or opposition to policy proposals, press release writing and distribution, interview coordination and preparation, development and placement of social media posts, social media monitoring, video script writing, filming editing and production, and more.

- **Total Value of Services:**
  - Public Affairs and Media Communications: $81,000 annually
  - Social Media Strategy and Implementation: $18,000 annually

- **Consultant's Project Manager(s):** Bill Romanelli, David Duran
- **Key Personnel Involved:** Bill Romanelli, David Duran, Vanessa Gonzales
- **Sub Consultants Employed:** Kerry Shearer (videography and production), DKS team members

CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION (CMUA)

- **Contact:** Matt Williams, Communications Director
  915 L Street, Suite 1201 Sacramento, CA 95814
  mwilliams@cmua.org 916-841-4054

- **Description of Services:** From May 2025 through January 2026, we assisted CMUA in completely leveling up its communications program. This began with identifying and surveying stakeholders inside and outside the organization, using the findings of that survey to develop and implement a strategy that included: development of a subject matter experts panel, creating a new organization slogan ("Public Power. Public Water. Public Good.") development of educational, media and advocacy materials (print and online), a paid advertising program and an online "landing page" connected to the ad messages. A key component of the paid advertising program has been a strategy to design, write and place messages on social media networks to garner the attention of legislators and opinion leaders. That program, to date, has garnered strong and sustained visibility through a coordinated, multi-channel campaign, including paid digital, targeted media placements, and web-based outreach. Paid social media efforts alone have generated more than 224,000 impressions in a single month, nearly 2,000 clicks and more than 1,400 website conversions. Website analytics further demonstrate engagement, with approximately 1,700 active users and more than 2,200 page views in a 30-day period across key pages tailored to policymakers, media, and stakeholders.

- **Total Value of Services:**
  - Public Affairs and Media Communications: $72,000
  - Paid Advertising Strategy and Implementation: $5,000

- **Consultant's Project Manager(s):** Bill Romanelli, David Duran
- **Key Personnel Involved:** Bill Romanelli, David Duran
- **Sub Consultants Employed:** DKS team members

HAYWARD AREA RECREATION DISTRICT (H.A.R.D.)

- **Contact:** Nicole Roa, Public Information Officer
  1099 E Street, Hayward, CA 94541
  roan@haywardrec.org 510-888-0111

- **Description of Services:** Our initial scope of work early in 2025 focused on assisting the District in developing an emergency/crisis Response plan. Through a series of workshops, interviews and discussions we led the district in identifying the most likely crisis scenarios and building specific, customized plans to respond to each. Elements of the plan included identification of H.A.R.D. staff who would be lead points of contact for each scenario, template talking points, media holding statements, third party notification protocols, template social media posts, and other resources as prescribed by each scenario.

  Following the completion of the crisis response plan, we were subsequently retained to provide ongoing communications consulting to H.A.R.D.'s General Manager on a variety of issues.

- **Total Value of Services:**
  - Crisis Communications Plan: $36,350
  - Ongoing Communications Consulting: $3,500 monthly

- **Consultant's Project Manager(s):** Bill Romanelli
- **Key Personnel Involved:** Bill Romanelli
- **Sub Consultants Employed:** N/A

EAST VALLEY WATER DISTRICT

- **Contact:** William Riingland, Director of External Affairs and Customer Experience
  31111 Greenspot Road, Highland, CA 92346
  wringland@eastvalleywater.gov 909-806-4292

- **Description of Services:** In 2024 and 2025 we were hired by EVWD to provide media training to key staff, to assist in their ongoing outreach and public interaction. Training consisted of seminars on how to work with the media, followed by message development exercises on relevant issues, and mock interviews to put training into practice.

- **Total Value of Services:**
  - Media Training: $3,500 per session (plus expenses)

- **Consultant's Project Manager(s):** Bill Romanelli
- **Key Personnel Involved:** Bill Romanelli
- **Sub Consultants Employed:** N/A

NATIONAL SPECIAL DISTRICTS ASSOCIATION (NSDA)

- **Contact:** Chantal Unfug, Director Public Affairs, Engagement and Outreach
  12505 Park Potomac Avenue, 6th Floor, Potomac, MD, 20854
  chantalu@nationalspecialdistricts.org 303-880-1099

- **Description of Services:** DKS was hired by NSDA to improve and grow the Districts Make the Difference (DMTD) national public outreach campaign centered on raising awareness about special districts throughout the country. This included driving traffic to the DMTD website, creating campaign materials, maintaining DMTD social media accounts, promoting the student video contest, including implementing digital advertising campaigns. Additionally, DKS manages NSDA's digital communications, including their social media channels and advertising campaigns, assists in targeted advocacy and membership outreach efforts to the public, as well as provides design support.

- **Total Value of Services:** $50,000 annually

- **Consultant's Project Manager(s):** David Duran, Vanessa Gonzales
- **Key Personnel Involved:** David Duran, Vanessa Gonzales
- **Sub Consultants Employed:** DKS team members

G. FEE PROPOSAL

The spreadsheet on the following page provides our proposed budget, including hourly rates and estimated hours broken out by task. A few notes on this as you read it:

1. Per direction from HVLCSD, this budget assumes a 12-month (52 week) program in support of the District's desired social media, communications and public relations objectives.

2. We have provided a budget for a proposed full scale program in all of your requested task areas, understanding that some of these tasks are optional. Our preference was to provide you a full and complete budget that can then be scaled back if the District opts not to include some of the work streams listed as "Optional" in the RFP.

3. The budget is separated into categories of "Retainer Fees" and "One-Time Costs." Retainer fees would be billed in equal amounts at the start of every month of the engagement. One-time costs would be added to the invoice for the month in which those costs (or any portion thereof) are incurred. Where possible on the one-time costs we have given you low, medium and high cost options for consideration.

4. Among the one-time costs, we have provided estimates for the various options of community surveys discussed in Section D.2. These are provided as ranges only, to provide a guide for what this research would cost, but a final budget would need to be developed in consultation with you, as discussed above. For ease of planning, the total budget provides options with and without research included.

5. Per standard best practice, we have included a line item (with low medium and high options) for Out of Pocket (OOP) expenses. These would be billed in addition to the retainer (and any one-time costs) as they are incurred. Any OOP above $500 will be subject to District approval before the expense is incurred.

6. As noted in Section D.6., any and all costs for graphic design services, printing, production, postage or other hard costs associated with reproducing and disseminating content are considered outside the scope of work and the OOP budget. If these services are requested, we will provide a separate budget and/or cost estimate for approval.

SEE FOLLOWING PAGES

Task	Staff	Retainer Hrs/ Week	Rate/ Hr	Total Retainer (52 Weeks)	One Time Cost (Low)	One Time Cost (Med)	One Time Cost (High)
Digital and Social Media Management	Duran / Gonzales	5.25	$100	$27,300			
Community Enagement							
Community Surveys	Romanelli				*$15,000*	*$45,000*	*$65,000*
Meeting/Workshop Support	Romanelli	2	$250	$26,000			
Video, Photography & Audio Production							
Video, Photography & Audio services	Orion	5	$200	$52,000			
Half-day Smartphone Video Training	Shearer					$3,650	$3,650
Half-day B-roll Shoot	Shearer					$2,950	$5,900
On-Call Media Relations Support							
Media List Development	Romanelli				$250	$250	$250
Media Training for CSD Staff	Romanelli				$3,500	$3,500	$3,500
Consulting/Interview Prep	Romanelli	0.25	$250	$3,250			
Writing	Romanelli	0.5	$250	$6,500			
Story Pitching	Romanelli	0.25	$250	$3,250			

Website Content & Analytics	Duran / Gonzales	2.75	$100	$14,300			
Community Outreach Materials	Romanelli	1	$250	$13,000			
Measurement & Reporting							
Biweekly Team calls/Ongoing Consulting	Romanelli	0.25	$250	$3,250			
	Duran	0.25	$250	$3,250			
DKS - Monthly Analytics Dashboards	Duran / Gonzales	0.25	$100	$1,300			
DKS - Engagement Metrics/Performance	Duran / Gonzales	0.25	$100	$1,300			
Sub Totals		18		**$127,400**	$18,750	$55,350	$78,300
Misc. OOP Expenses/mileage, etc					$12,000	$15,000	$17,500
Total: Retainer Fees + One-Time Costs and OOP expense budget WITHOUT survey research included		**18**			**$143,150**	**$152,750**	**$158,200**
Total: Retainer Fees + One-Time Costs and OOP expense budget WITH survey research included		**18**			**$158,150**	**$197,750**	**$223,200**

H. CONCLUSION

Thank you very much for your consideration of our proposal. We hope you agree that we've developed an approach and scope of work that aligns very closely with your strategic objectives as an organization, maximizes value, and demonstrates that our team is well suited to your specific needs and can go above and beyond in delivering the program we've outlined.

For any questions on this proposal or to set up an interview, please contact:

Bill Romanelli
President of Archer Public Affairs California
916-212-1446 or Bill@archerpac.com

CV STRATEGIES
PRECISION IN PERCEPTION℠

QUALIFICATIONS
FOR
SOCIAL MEDIA, COMMUNICATIONS, AND PUBLIC RELATIONS

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
Submitted by CV Strategies, Friday, April 10, 2026



April 10, 2026

Paul Kelley and Kelly Reese
Hidden Valley Lake Community Services District
19400 Hartmann Rd
Hidden Valley Lake, CA 95467

Re: Hidden Valley Lake Community Services District Request for Qualifications for Social Media, Communications, and Public Relations Services

Dear Mr. Kelley and Ms. Reese,

CV Strategies is pleased to submit our proposal to partner with the Hidden Valley Lake Community Services District to provide strategic communications, digital engagement, and public relations support.

As the District continues to modernize its communication approach and expand its digital presence, this moment presents an important opportunity to move beyond reactive communication and establish a structured, proactive system that informs residents, builds trust, and supports sound decision-making.

Our role is not simply to manage social media or produce content. Our role is to help the District build a clear, sustainable communications program that anticipates issues, organizes information, and ensures residents consistently receive accurate, timely updates.

Since 2007, CV Strategies has partnered with more than 100 cities, special districts, and public agencies across California to design and implement communications programs that support transparency, counter misinformation, and strengthen public confidence. We understand the operational realities of water and wastewater agencies, and we bring practical systems that help staff communicate effectively without adding unnecessary workload.

We recognize that the District is at an early stage in developing its digital communications framework. Our approach begins with structure. We establish a clear communications roadmap, develop an annual editorial calendar aligned with District operations and seasonal priorities, and create repeatable processes that allow staff to communicate confidently and consistently throughout the year.

This proactive planning ensures that communication is not driven by crisis or reaction, but by strategy.

Our team provides hands-on support with digital communications, community engagement, public meetings, and media relations, while also serving as a trusted advisor to staff and leadership. We focus on clarity, coordination, and responsiveness so the District can maintain a steady, credible voice across all platforms.

We appreciate the opportunity to submit this proposal and support the Hidden Valley Lake Community Services District in strengthening its communications and community engagement efforts. I am authorized to submit this proposal and make legally binding commitments on behalf of the firm. This proposal is valid for a period of 90 days from the submission deadline, and CV Strategies acknowledges and will comply with the insurance and indemnification requirements outlined by the District Professional Services Agreement.

Sincerely,



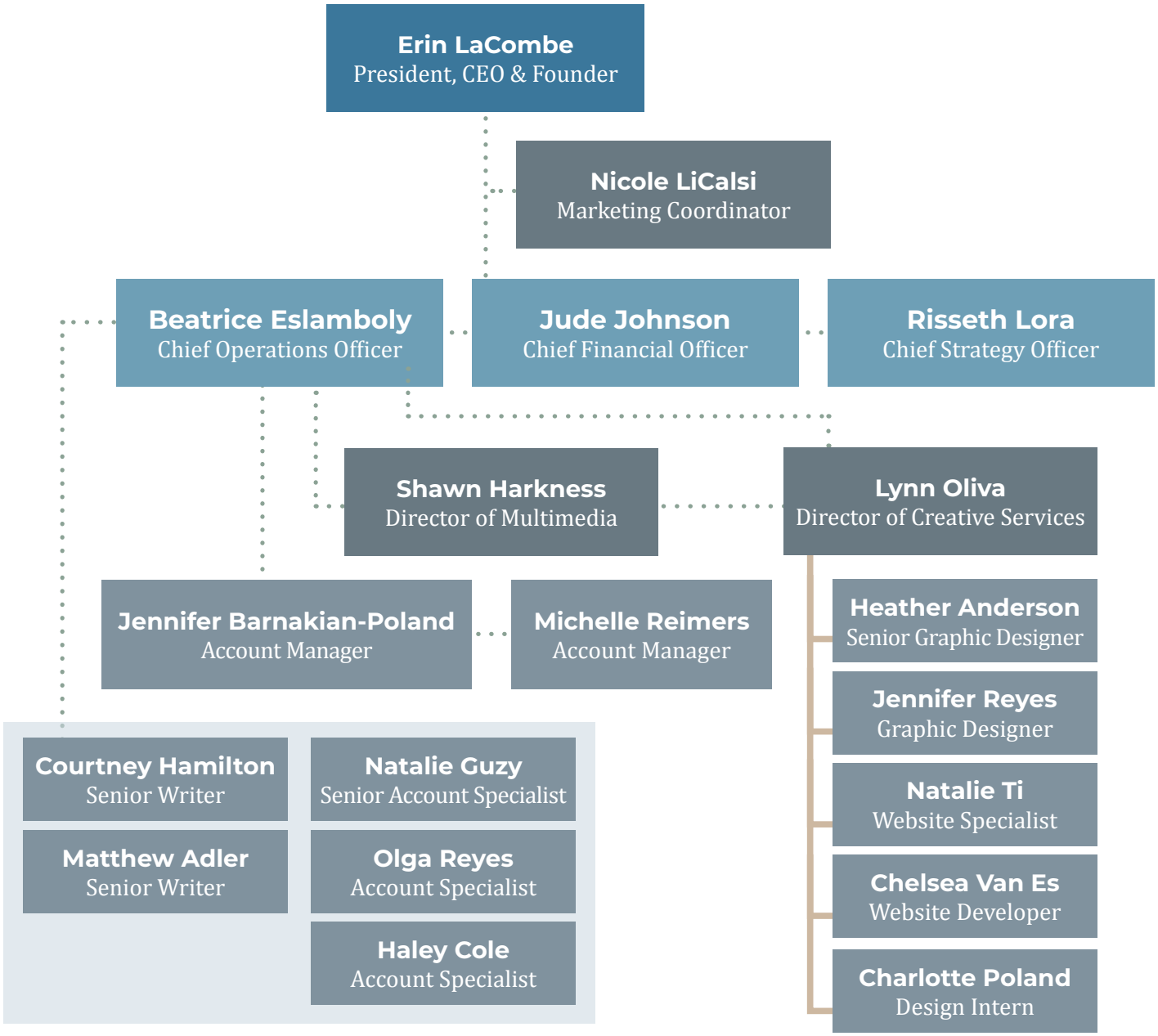
Erin La Combe
Owner
CV Strategies
cvstrategies.com

Primary contact:
Email: erin@cvstrat.com
Ph: 760.641.0739
Fax: 760.776.1760

PROJECT TEAM INFOMATION



ORGANIZATIONAL CHART



ERIN LACOMBE

PRESIDENT, CEO & FOUNDER

erin@cvstrat.com | 760.641.0739

An Emmy Award-winning journalist with over 30 years in the communications industry, Erin LaCombe is the President and Founder of CV Strategies, a strategic communications and public engagement firm serving corporate, government and non-profit clients. Erin is an experienced media veteran, having led newsroom operations at network television affiliates KESQ, KMIR and KUNA in the Coachella Valley and KFWB news radio in Los Angeles, as well as KROQ-FM. Her news background and insights offer a highly valuable service that is difficult to match. Erin has led the communications and public affairs support team and overseen graphics development for myriad cities, water districts, and nonprofit organizations across the state for more than a decade. A talented mediator, she has provided guidance to numerous government agencies through the strategic planning process, leading workshops and providing key messaging strategies to gain positive public perception. Her insights into the minds of reporters and editors are often one step ahead of the story of the day, offering a highly valuable service that is difficult to match.

EDUCATION

University of Southern California
Los Angeles, California

Bachelor of Arts Degree //
Broadcast Journalism

AFFILIATIONS

The California Club //
Board Member

FIND Food Bank //
Board Member

California Utility Executive Management Association //
Board Member

Jim Murray Memorial Foundation //
Board Member

SELECT AWARDS

Pacific Southwest Chapter Emmy // June 2003
Best Newscast Winner

Pacific Southwest Chapter Emmy // June 2004
Best Newscast Winner

Communicator Award Winner // January 2006
Breaking News

Bill Stout Memorial Award of Excellence Winner //
March 2006

Best Spot News Coverage Winner // March 2006

PROJECT EXPERIENCE

Turlock Irrigation District – Created a successful campaign to engage media, the community and ultimately the State Water Resources Control Board to support a science-based approach for relicensing Don Pedro Dam. The project involved a media-focused website, videos, factsheets and press relations.

Byron-Bethany Irrigation District – Spearheaded a campaign that resulted in the protection of water rights for farming communities in the San Joaquin Valley. Work included video production, media relations, website creation and event organization to influence state decision-makers.

Coachella Valley Water District – Led campaign to to educate customers about new state Chromium-6 reporting threshold for drinking water. Campaign components included direct mail pieces, quarterly updates and factsheets. Facilitated community meetings, prepared public presentations and directed videos.

Basin Technical Advisory Committee/San Bernardino Valley Municipal Water District – Led the 19-agency, $466,000 iEfficient conservation campaign that spanned two counties and was a model for regional cooperation among water agencies. The award-winning campaign included advertising, events and sponsorships. In addition to a fourfold increase in social media followers, surveys throughout the 4-year campaign showed significant increases in awareness of the importance of conservation.

Solano Irrigation District – Managed crisis communications following the electrocution deaths of two teenagers in a district-owned canal. The situation required internal strategy discussions, immediate communications with staff, media relations, rumor control, on-camera and newspaper interviews and a press release once a settlement on a civil lawsuit in the case was reached.

Hi-Desert Water District – Guided the Hi-Desert Water District Water Reclamation Facility and sewer system outreach effort, securing a voter turnout of more than 50% and overwhelming total assessment voter approval of more than 70%. Tactics included designed ads and billboards, media ad buys, legislative document development, microsite creation and video production.

Cucamonga Valley Water District – Crafted a custom Communications Master Plan that included tactics to increase brand awareness and stakeholder engagement through communication initiatives and a communications manual and style guide to provide staff with the resources needed to ensure and enforce consistent communications.

BEATRICE ESLAMBOLY, ESQ.

CHIEF OPERATING OFFICER AND PROJECT MANAGER

beatrice@cvstrat.com

EDUCATION

Southwestern Law School
Los Angeles, California
Juris Doctorate

California State University
Northridge, California

Bachelor of Science //
Political Science

Minor in Sales and Marketing

AFFILIATIONS

California Bar Association

California Women for Agriculture //

Served on State Executive Board //
2020 - 2024

Temple Sinai //
Palm Desert, California

Served on Board of Trustees //
2010 - 2020

Temple Sinai //
Palm Desert, California

Served as President of the Board of Trustees // 2014 -2018

Coachella Valley Chapter of the National Charity League //
Served on Board of Trustees //
2013 to 2018

Palm Valley School
Rancho Mirage, CA

Served on Board of Trustees //
2009 to 2015

Find Legal Forms Inc., and WebsiteBroker Inc.
Served on Board of Directors //
2000 to 2014

A former California attorney and an experienced leader, skilled in communication strategy with a comprehensive understanding of nuanced communication and outreach needs for both clients and staff, having experience in everything from community engagement and public relations to brand development, nonprofit leadership and event management. Beatrice has guided collaboration between numerous internal and external stakeholder groups, ensuring an optimal and constructive connection.

Beatrice has successfully led community and stakeholder outreach campaigns in the following industries: Energy - large-scale solar, water and sanitation, land use and development outreach, capital improvement projects, cities/municipalities, special districts, nonprofits and agriculture.

PROJECT EXPERIENCE

Intersect Power, Easley Solar Project – Collaborated with Intersect Power staff on community outreach for the Easley Solar Project, stakeholder engagement, media management, event planning, and design services for large-scale solar projects. Led the facilitation of community meetings and workshops to foster public engagement and support.

The Oasis in Indio by BH Properties – Led community outreach, stakeholder identification, and engagement for a mixed-use development featuring housing, industrial, and retail opportunities in North Indio.

CV SYNC – Facilitated workshops for Coachella Valley traffic engineers and key stakeholders to collaborate with CVAG on developing a manual for the CV SYNC program.

Del Webb Desert Retreat by Pulte Group – Worked closely with the Pulte Group to lead community outreach, stakeholder identification, and engagement, providing strategic counsel for an active 55+ community in North Indio. Managed community meetings, workshops, the development of a dedicated website, media relations, and design services.

City of Palm Springs, Indian Canyon Widening Project – Worked closely with developers to oversee the development of a dedicated website, create outreach materials, and manage media relations for this important project. Widening Indian Canyon Bridge over the Union Pacific Railroad and improving Indian Canyon Drive south of Garnet Avenue in North Palm Springs.

FIND Food Bank – Created and distributed a public service announcement, social media posts and press coverage for FIND Food Bank, the regional food bank serving Riverside and San Bernardino counties, to publicize a 200% increase in the need for food assistance since the onset of the COVID-19 pandemic. Following the media blitz, the organization realized a flood of donations.

California Date Commission – Coordinated a rebranding campaign to change the image and perception of the date fruit by introducing nutritional findings and modern, healthy recipes. The campaign included a new website, ads, newsletters and a comprehensive social media effort using influencers and celebrity chefs to introduce new recipes. Negotiated and managed several sponsorships with BNP Paribas Tennis Tournament, Palm Desert Food & Wine, Taste of Tennis and garnered extensive national media coverage.

SHAWN HARKNESS

DIRECTOR OF MULTIMEDIA

shawn@cvstrat.com

EDUCATION

Mansfield University
Mansfield, Pennsylvania

Bachelor of Arts //
Communication

With an emphasis in broadcasting and a minor in music

Rhode Island College
Providence, Rhode Island

Received college credits

SELECT ACCOMPLISHMENTS

2017 Southern California RTNA Golden Mike Award //
Best Newscast

American Red Cross of Montana //
Board of Directors 2004

Poynter Institute, St. Petersburg, FL //
"Leadership for TV & Radio News Directors" March 2003

RTNDA Communicator //
"Tough Calls" opinion piece published June 2001

West Virginia Associated Press Broadcasters Award //
"Best News Operation" 2000

AFFILIATIONS

American Groundwater Trust //
Board Member

Shawn Harkness draws upon more than 25 years of experience in the communications industry to develop relatable and easy-to-understand messages. As a veteran television producer and manager with multiple top-rated broadcast stations, he offers a deep understanding of how to translate messages to achieve the greatest impact while utilizing video, print, web, social media and in-person communications.

Possessing an acute sense of narrative style and focused, targeted messaging that is adaptable to multiple industries, Shawn's high level of professionalism is reflected in his work. He is an expert storyteller, giving clients an edge in communications development and outreach. Shawn is a results-oriented, natural leader who thrives in fast-paced environments and is committed to personal and organizational success.

PROJECT EXPERIENCE

American Groundwater Trust – Led the redesign and content creation of the organization's new website including Board level facilitation and user experience objective identification. Presented "Makes Sense to Me. Why Don't You Understand?", a case study of PFAS outreach, at the 2023 Utah Groundwater Conference.

Pico Water District – Led PFAS outreach campaign to educate customers about water safety following changes to state water quality standards regarding PFOA and PFOS levels. Outreach included development of news releases, website updates, social media posts and direct mailings to residents to correct misinformation and provide accurate facts from credible outside sources.

Rowland Water District – Produced a series of videos on the history and current state of Colorado River, identifying its value and complex challenges. Supported legislative efforts with a ongoing videos covering PFAS and water use efficiency bills.

Santa Clarita Valley Groundwater Sustainability Agency – Created a series of public education videos translating the technical content of a Groundwater Sustainability Plan and its components for the general public, including groundwater/surface water interconnection and regional geology.

City of Park City & Snyderville Basin Water Reclamation District – Developed a video series highlighting the impacts and challenges of identifying and treating for PFAS using a proactive approach to an emerging constituent.

Helix Water District – Managed the production and editing process for a series of videos aimed at educating customers on the importance of the District and its role in providing water to customers, as well as the value of water to the community.

Zone 7 Water Agency – Produced a series of educational videos to promote the services provided by this wholesale water district. This included field producing a multi-day video shoot and writing scripts that resulted in visually compelling presentations.

Mission Springs Water District – Facilitated strategic communications planning process from Board workshops through detailed implementation plan, leveraging survey data, internal focus groups and one-on-one staff and stakeholder interviews.

LYNN OLIVA

DIRECTOR OF CREATIVE SERVICES

lynn@cvstrat.com

EDUCATION

Art Institute of California
Inland Empire, California

Bachelor of Science //
Graphic Design

TECHNOLOGY

Adobe Creative Suite //
- *After Effects*
- *Audition*
- *Flash*
- *Illustrator*
- *InDesign*
- *Photoshop*
- *Premier Pro*

Website Design //
- *HTML/CCS*
- *Wix/Squarespace*

Microsoft Office //
- *Access*
- *Excel*
- *PowerPoint*
- *Word*

Project Management Systems//
- *Monday*
- *Trello*
- *Slack*
- *Zoho*

SELECT ACCOMPLISHMENTS

PRSA Capella Award //
Elsinore Valley Municipal Water District
Notice of Public Hearing

PRSA Polaris Award //
Elsinore Valley Municipal Water District
Water Quality Report

PRSA Capella Award //
iEfficient
Water Conservation Campaign

CAPIO Award of Excellence //
Elsinore Valley Municipal Water District
Water Quality Report

CAPIO Best in Show //
Rowland Water District
Newsletter

CAPIO Award of Distinction //
Elsinore Valley Municipal Water District
Variable Sewer Outreach Plan

With over a decade at CV Strategies and a deep understanding of the graphic design industry, Lynn brings extensive experience in creative direction, project and account management, and diverse communications strategies. She plays a key role in guiding projects from concept through execution, leading team workflows, establishing training and production protocols, and ensuring creative work aligns with client goals, timelines, and budgets.

Lynn collaborates closely with public agencies to develop and execute creative strategies, delivering clear and effective communications across print, digital, and multimedia platforms. A graduate of the Art Institute of California, she pairs strong technical expertise in Adobe Creative Suite with a collaborative leadership style and a consistent focus on purpose, aesthetic value, quality, clarity, and timely delivery.

PROJECT EXPERIENCE



City of Banning – Designed city logo and branded outreach materials for the "Inspire Banning" city beautification campaign; crafted look for the Strategic Communications Plan, created new logo for revamp of city transit system; designed outreach materials for several ballot measures that included presentations, ads, flyers, and lobby posters.



Coachella Water Authority & Sanitary District – Led visual rebranding effort for newly combined agencies, including new logo, collateral and stylesheet, calendars that doubled as a consumer confidence report, and annual report concepts and design; also provided Spanish translation.



Lake Arrowhead Community Services District – Manage and oversee communications and outreach initiatives, leading the complete redesign of outreach brochures, developing and implementing social media plans, and providing strategic guidance on content creation, branding, and design elements to ensure clear, consistent public messaging.



California Association of Local Agency Formation Commissions (CALAFCO) – Redesigned CALAFCO's logo and supported rebranding efforts, including The Sphere annual publication. Collaborated closely with CALAFCO staff and partners to deliver event collateral, print facilitation, and ongoing communications materials for LAFCO members, including the annual conference.



Jurupa Community Services District – Created a series of strategic planning collateral to create a framework for conversation, leveraging the JCSD brand. Built a workbook that led the team through a complex series of questions easily through targeted icons and white space indicators. Using that overall look, the Strategic Plan was developed tying the creation process to the final product.



Website Design & Development – Designs entire websites in close collaboration with project teams, including infographics, iconography, and graphic diagrams. Provides photo editing services, and assists with layouts and assets for websites, such as wcwd.org, picowaterdistrict.net, and highdesertcorridor.org

PROJECT MANAGEMENT/ REPORTING PLAN



PROJECT MANAGEMENT

THE RPIE APPROACH

RESEARCH



CV Strategies will review current District resources, outreach and survey results for the research portion of our work. We will utilize our in-depth knowledge of the area, your residents, businesses, visitors, and stakeholders, and our work history to provide important background and contextual information for each outreach task. We will also gauge public impact and media perception by assessing website and social media analytics, media coverage and internal feedback. Utilizing this data will provide insight that allows us to better reach and engage stakeholders and increase the return on your outreach investment.

PLANNING



Timing is everything if outreach is to be successful, which is why our team prioritizes scheduling and deadlines. Each assignment will begin with a kick-off call or meeting to define the project's goals, objectives and audience, and set deadlines for deliverables and staff review. From there, CV Strategies will create a detailed timeline managed through the collaborative, online Monday.com platform. This allows for deliverable-specific comment, content and design tracking, an important resource for District feedback and keeping everyone on the same page. Throughout the process, we will keep District staff informed through regular phone calls, emails and progress meetings as needed.

IMPLEMENTATION



CV Strategies' unique, collaborative approach to crafting outreach materials yields results. Our award-winning creative team includes strategists and writers, graphic designers, web specialists and videographers who can take each assignment and turn it into an effective messaging vehicle. We hold our own brainstorming sessions to develop the right phrase, the right visuals and the right product, whether we are creating a billboard, an ad, a legally required document or a newsletter. Each piece we produce includes the full measure of our skills to ensure effectiveness.

EVALUATION



Evaluation is a valuable tool that enables us to assess the impact of outreach efforts and will inform the work on future projects. Each assignment will be evaluated for whether it achieved the stated goals and objectives. For example: How many people showed up to the meeting or event that was advertised? What kind of feedback was received in response to outreach? Did a social media post generate a positive discussion and/or comments? What did the analytics show? These are the measures we will use to direct projects going forward, so we are able to land on the sweet spot of what content, visuals and tone are most effective. This process allows us to identify what worked and fix what didn't. The result will be a holistic approach to outreach that provides measurable success every step of the way.

REPORTING PLAN

CV Strategies will provide structured project management and regular communication to ensure the District's outreach and digital engagement efforts remain coordinated, responsive, and aligned with organizational priorities. Our approach emphasizes consistent communication with staff, clear performance tracking, and ongoing refinement of strategies based on data and community feedback.

To support transparency and accountability, CV Strategies will conduct biweekly coordination meetings with designated District staff. These meetings will provide an opportunity to review upcoming initiatives, discuss emerging community issues, align messaging, and identify communication needs in advance. Regular check-ins help ensure the District remains proactive rather than reactive, particularly when addressing time-sensitive issues or responding to community concerns.

In addition to these standing meetings, CV Strategies will prepare a monthly communications and outreach report that summarizes activities, performance metrics, and key observations from the reporting period. This report will provide staff and leadership with a clear snapshot of engagement trends and communication effectiveness, and identify opportunities to strengthen outreach efforts.

Monthly reporting will include both quantitative data and practical recommendations to support continuous improvement.

Reporting and Coordination activities will include:

- Biweekly coordination meetings with District staff to review priorities, upcoming communications, and emerging issues
- Ongoing coordination with staff to ensure messaging is timely, accurate, and aligned across platforms
- Preparation of a monthly communications and outreach report summarizing completed activities and engagement results
- Tracking and analysis of key performance metrics, including reach, engagement, responses, and community interaction trends
- Identification of communication risks, misinformation trends, or recurring community questions
- Recommendations for message refinement, content planning, and outreach improvements
- Forward-looking planning to support upcoming projects, seasonal messaging, and community engagement efforts

This structured approach ensures that communication efforts remain organized, measurable, and continuously improving, while providing District staff and leadership with the information and support needed to make informed decisions and maintain consistent communication with the community.

WORK PLAN/ SCOPE OF WORK



PROPOSED **SCOPE OF WORK**

CV Strategies will provide ongoing communications, public information, and community engagement services designed to support the Hidden Valley Lake Community Services District's goal of delivering timely, accurate, and accessible information. Our approach emphasizes proactive communication, consistency across platforms, and efficient use of resources to align with the District's priorities and anticipated level of effort. We build communication systems that allow agencies to stay ahead of issues, not chase them.

COMMUNICATIONS STRATEGY AND ANNUAL EDITORIAL PLANNING

CV Strategies will establish a structured communications framework to guide digital outreach, messaging priorities, and public engagement. This ensures communication is proactive, coordinated, and aligned with District operations.

Deliverables include:

- Development of a comprehensive Communications and Digital Engagement Strategy
- Creation of a 12-month editorial calendar aligned with seasonal operations, capital projects, and community events
- Identification of recurring communication themes and priority topics
- Development of a content planning framework for social media, website, and public meetings
- Establishment of communication protocols for routine updates and urgent issues
- Quarterly review and refinement of the editorial calendar based on emerging needs

DIGITAL AND SOCIAL MEDIA MANAGEMENT

CV Strategies will manage and support the District's digital presence through consistent content development, platform management, and community interaction. Our approach ensures clear, engaging communication while maintaining a consistent and trusted voice.

Deliverables include:

- Development and scheduling of social media content across District platforms
- Monthly content calendar aligned with the annual editorial plan
- Ongoing social listening and monitoring
- Response support for community comments, questions, and inquiries
- Coordination with staff to ensure accurate and timely messaging
- Development of a consistent voice and messaging framework for District communications
- Identification of priority communication topics, including infrastructure, water reliability, and emergency preparedness
- Proactive identification and response planning for misinformation trends
- Integration of social media content with website updates and public meeting communications
- Quarterly content planning sessions with staff

PROPOSED **SCOPE OF WORK**

COMMUNITY ENGAGEMENT

CV Strategies will support the District's engagement with residents and stakeholders through coordinated outreach and clear, accessible communication. Our approach encourages awareness, participation, and alignment with District priorities.

Deliverables include:

- Support for public meetings, workshops, and community events
- Assistance with development and distribution of surveys
- Outreach campaign planning and implementation support
- Development of messaging to support community engagement efforts
- Coordination with staff to align outreach with District priorities
- Development of standardized outreach templates for meetings, notices, and community updates
- Preparation of presentation messaging and talking points for staff and Board members
- Development of materials that translate technical information into clear, resident-friendly language

VIDEO, PHOTOGRAPHY, AND AUDIO PRODUCTION

CV Strategies will develop multimedia content to enhance communication efforts and improve public understanding of District initiatives. These materials support engagement across digital and social platforms.

Deliverables include:

- Short informational videos
- Public information video packages
- Photography for events, projects, and announcements
- Audio content to support digital messaging
- Editing and formatting of multimedia content for online use

MEDIA RELATIONS, MISINFORMATION MONITORING, AND RAPID RESPONSE

CV Strategies will provide media relations support and monitor community conversations to identify misinformation and communication gaps, ensuring timely and consistent messaging.

Deliverables include:

- Drafting and review of press releases
- Distribution of press materials
- Media outreach and coordination
- Ongoing monitoring of community conversations across social media and local forums
- Identification of recurring misinformation or communication gaps
- Development of clear response messaging and fact-based clarifications
- Proactive support for crisis communication and rapid response messaging
- Coordination with staff to ensure consistent public messaging
- Preparation of ready-to-use communication templates for common issues
- Coordination with staff during time-sensitive or emergency situations

PROPOSED **SCOPE OF WORK**

OPTIONAL ADDITIONAL SERVICES

CV Strategies can provide expanded support to further strengthen the District's communications program. These services are available as needed and can be scaled to align with specific priorities and emerging needs.

Website Content and Analytics:

- Development and refinement of website content to improve clarity and accessibility
- Ongoing content updates aligned with District initiatives and announcements
- Recommendations for user experience and basic design enhancements
- Tracking and analysis of website performance to inform communication strategies

Community Outreach Materials:

- Creation of fact sheets, flyers, brochures, and mailers to support public information efforts
- Development of clear messaging frameworks and talking points for staff and leadership
- Support for newsletter content, editing, and refinement to ensure consistency in tone and messaging
- Design and formatting of materials for both print and digital distribution

Measurement and Reporting:

- Monthly performance dashboard with interpretation of trends and recommended adjustments
- Tracking of engagement metrics across digital and social media platforms
- Identification of emerging communication risks or opportunities
- Recommendations to improve message clarity, engagement, and reach
- Annual communications performance summary

Communications Playbook:

- Messaging guidelines for common topics and issues
- Social media response protocols
- Crisis communication procedures
- Roles and responsibilities for staff communication
- Approval workflow for public messaging

SUB-CONSULTANT AND WORK DONE BY OTHERS

All work will be completed in-house by CV Strategies. No subconsultants or outside firms are required to deliver the proposed services.



RELEVANT EXPERIENCE AND REFERENCES



REFERENCES

SAN GORGONIO PASS WATER AGENCY

1210 Beaumont Avenue, Beaumont, CA 92223 $400,000

CONTACT **Lance Eckhart,** General Manager | ascott@mswd.org | 760.329.6448 ext. 120

CV Strategies has provided comprehensive communications support to San Gorgonio Pass Water Agency as a full-service communications partner. Our work includes social media management, press release development, and strategic communications planning, along with website development and a complete branding package. We have also produced photo and video content, coordinated advertising campaigns and media buys, and supported event planning and community outreach efforts. Through this work, we deliver integrated, consistent messaging across platforms while helping the Agency effectively engage with its community.

PICO WATER DISTRICT

4843 Church Street, Pico Rivera, CA 90660 $350,000

CONTACT **Joe Basulto,** General Manager | jbasulto@picowaterdistrict.net | 562.697.3756

CV Strategies supports Pico Water District with a range of communications and outreach services designed to strengthen public awareness and engagement. Our work has included development of a communications plan and broader strategic planning efforts, as well as preparation of the District's water quality report. We have also led website development, social media management, and newsletter content, while supporting a milestone anniversary event and creating a refreshed logo and branding system. This work reflects our ability to deliver both day-to-day communications and larger initiatives that enhance the District's visibility and connection with its community.

JURUPA COMMUNITY SERVICES DISTRICT

11201 Harrel Street, Jurupa Valley, CA 91752 $15,000

CONTACT **Chris Berch**, General Manager | cberch@jcsd.us | 951.685.7434

CV Strategies has partnered with Jurupa Community Services District to deliver a range of communications and outreach services that support both regulatory requirements and community engagement. Our work includes development of the District's Consumer Confidence Report and water quality report, along with professional photography and video production to enhance public-facing materials. We have also supported event planning efforts and developed a comprehensive branding kit to strengthen visual consistency. Through this work, we help the District present complex information clearly while building a strong and recognizable presence within the community.

FEE PROPOSAL



FEE PROPOSAL

RATES & CONDITIONS

PROPOSED SERVICES	ANNUAL ESTIMATE	MONTHLY	ESTIMATE HOURS
Communications Strategy and Annual Editorial Planning	$18,000.00	$1,500	5-10
Digital and Social Media Management	$30,000.00	$2,500	10-15
Community Engagement	$30,000.00	$2,500	10-15
Video, Photography, and Audio Production (as needed)	$12,000.00	$1,000	5-10
Media Relations, Misinformation Monitoring, and Rapid Response	$12,000.00	$1,000	5-10
TOTAL	**$102,000.00**	**$8,500.00**	**35-45**

- **President – $275/hour**
- **Executives – $250/hour**
- **Directors – $200/hour**
- **Specialist/Design/Video/Photography – $175/hour**
- **Translator – $125/hour**
- **Support Staff – $100/hour**

CONTRACT TERMS & CONDITIONS

CV Strategies complies with all required services as described in the Request for Proposals and present this proposal, which is valid for a period of at least 90 days from the date of receipt. All data, documents, and other products used or developed in the creation of this proposal will be and remain the property of CV Strategies and may be subject to copyright. Our team is prepared to begin work on this project immediately. Either party may end this agreement by providing written notice to the other party. In the event of termination, CV Strategies shall be paid for all hours and expenses accrued up to the date of termination. CV Strategies will notify the client as we are approaching the estimated cost above.

Our firm owns and maintains all of its own equipment and supplies are included in the cost so there would be no additional charge to the client. Optional services or any variability in services rendered by CV Strategies will be billed to the client based on the hourly rate for communications services and will be agreed to by providing a signed written notice. Hard costs incurred by CV Strategies will be billed to the client with a nominal service charge of 10% (not to exceed $250 per item). This includes all anticipated hard costs such as printing, mailing, photography, video, advertising, etc. Required travel mileage will be billed at the published IRS rate. Travel time is billed at half time. All services and hard costs will be billed monthly. Invoices should be paid in full upon receipt.

APPENDIX

SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **June 06, 2028**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

CV Strategies DBA CV Strategies

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 25000319 ***DETERMINATION DATE: June 06, 2025***

OUR FIRM

& FIRM'S QUALIFICATIONS

Proven Track Record with Creative Solutions



Precision in Perception℠

CV Strategies is a communications and community engagement firm that leverages expertise, influence and instincts to enhance the way public agencies tell their stories.

CV Strategies is a communications and community engagement firm that leverages expertise, influence, and instincts to enhance the ways organizations tell their stories. A certified Women Business Enterprise (WBE) in the State of California, CV Strategies was founded in 2007 by former television news director Erin LaCombe. The firm helps clients blend media, messaging, and audiences to connect with communities and drive support on the issues that matter. CV Strategies' staff of over 20 is made up of former journalists, news executives, marketing experts, and designers who use their storytelling skills to provide value to clients.

The firm is currently involved in active, ongoing communications initiatives with more than 100 special districts and public agencies throughout California. Our strategists provide support on issues as diverse as branding, website design, strategic planning, crisis communications, public education campaign architecture, and tactical outreach implementation.

Our extensive experience makes us adept at crafting effective messaging for organizations with varying stories to tell. The firm has developed conservation, education, and engagement campaigns for clients across California. With offices in Palm Desert, Arizona, and Utah, our team members leverage their diverse expertise, contacts, and skill sets to support water industry, energy, and government clients. Our firm is deadline-oriented and driven to deliver updates and results that identify measurable targets and achieve progress throughout a project's scope.

We provide our clients with a diverse set of tactics to help them meet their outreach objectives with a wide variety of audiences. Through careful research, planning, and strategic implementation, our specialists work closely with staff to create effective and innovative solutions to communication challenges. CV Strategies unites these elements to fulfill the organization's vision and ensure achievement of communication goals.

OUR MISSION

Tell your story. Guarantee that it's heard.

OUR VISION

Be your trusted partner in communication, delivering unwavering support and expertise.

OUR VALUES

Driven Visionary Integrity Insightful Dynamic Gratitude Empowered Fearless Intentional

THE CV STRATEGIES NEXUS



WE UNDERSTAND PUBLIC AGENCIES.

With more than 150 current public agency clients across the state, CV Strategies consultants have an intimate knowledge of municipalities and special districts, and are well versed in the tactics that enhance customer engagement and messaging success.



WE KNOW THE REGION.

We understand the unique relationships, communities, and issues of the region, as well as the messages that resonate with stakeholders. Additionally, our extensive portfolio of strategic communication initiatives for public sector clients has fostered a deep understanding of the issues that impact communities in California.



WE ARE SKILLED STORYTELLERS.

Our backgrounds in journalism, advertising, design, film production and social media marketing have honed keen storytelling instincts that help create dynamic visuals and compelling copy.



WE THINK HOLISTICALLY.

Our professionals are experienced in gathering and analyzing information in pursuit of a comprehensive and holistic strategic approach. The guidance and counsel we provide are engineered out of an in-depth understanding of client nuance and need.



WE DO ALL OUR WORK IN-HOUSE.

CV Strategies offers a full suite of in-house creative services – concepting, copywriting, design, web production, photography, videography, social and digital media. This combined-services approach improves control of costs and deadlines, while close interaction between designers, copywriters and account coordinators results in deliverables that are cohesive, targeted and harmonious.

PARTIAL CLIENT LIST

ASSOCIATIONS & GOVERNMENTAL AGENCIES

- Association of California Water Agencies
- ACWA/JPIA - Association of California Water Agencies Joint Powers Insurance Authority
- American Water Works Association CA-NV
- CALAFCO - California Association of Local Agency Formation Commissions
- California Date Commission
- CalMutuals - California Association of Mutual Water Companies
- Coachella Valley Regional Water Management Group – CV Water Counts
- CSDA - California Special Districts Association
- CUEMA - California Utility Executive Management Association
- Salton Sea Action Committee
- San Gabriel Valley Water Association
- WRCOG - Western Riverside Council of Governments

REGIONAL CLIENTS

- California Domestic Water Company
- Chino Basin Water Conservation District
- Chino Basin Watermaster
- Coachella Valley Public Cemetery District
- County of Riverside
- County of San Bernardino
- County of San Mateo
- County of Napa
- County of Imperial
- Desert Healthcare District
- Eastern Municipal Water District
- Glenn-Colusa Irrigation District
- Los Angeles County Superior Court
- Main San Gabriel Basin Watermaster
- Municipal Water District of Orange County
- Napa County Resource Conservation District
- Orange County LAFCO
- Orange County Water District
- Rivers and Lands Conservancy
- Salton Sea Authority/Imperial and Riverside County
- San Gabriel Valley Municipal Water District
- San Gabriel Basin Water Quality Authority
- San Gorgonio Pass Water Agency
- Santa Ana Watershed Project Authority
- SCVGSA - Santa Clarita Valley Groundwater Sustainability Agency
- SCV Water
- South Placer Municipal Utility District
- South San Joaquin Irrigation District
- SunLine Transit Agency/Riverside County
- United Water Conservation District/ Ventura County
- Zone 7 Water Agency/Alameda County

SPECIAL DISTRICTS

- Beaumont-Cherry Valley Water District
- Bellflower-Somerset Mutual Water Company
- Byron-Bethany Irrigation District
- Casitas Water District
- Castro Valley Sanitary District
- Coachella Valley Water District
- Coachella Water Authority & Sanitary District
- Crescenta Valley Water District
- Cucamonga Valley Water District
- Desert Water Agency
- Diablo Water District
- East Valley Water District
- Elsinore Valley Municipal Water District
- Helix Water District
- Hidden Valley Lake Community Services District
- Hi-Desert Water District
- Indio Water Authority
- Ironhouse Sanitary District
- Jurupa Community Services District
- Lakeside Fire Protection District
- Mesa Water District
- Mission Springs Water District
- Monte Vista Water District
- Moulton Niguel Water District
- Myoma Dunes Water Company
- Palmdale Water District
- Palmdale Recycled Water Authority
- Pico Water District
- Puente Basin Water Agency
- Rancho California Water District
- Rowland Water District
- San Bernardino Municipal Water Department
- San Gabriel County Water District
- Solano Irrigation District
- Turlock Irrigation District
- Valley County Water District
- Valley of the Moon Water District
- Valley Sanitary District
- Walnut Valley Water District
- West County Wastewater District
- Western Municipal Water District

MUNICIPALITIES

- City of Banning
- City of Barstow
- City of Beaumont
- City of Chino
- City of Chino Hills
- City of Coachella
- City of Corona
- City of Desert Hot Springs
- City of Eastvale
- City of Eureka
- City of Fresno
- City of Glendale
- City of Indio
- City of La Quinta
- City of Menifee
- City of Montclair
- City of Ontario
- City of Oxnard
- City of Palm Desert
- City of Palm Springs
- City of Rancho Cucamonga
- City of Rialto
- City of San Carlos
- City of San Diego
- City of Santa Ana
- City of Tustin
- City of Vallejo

ATTRACTIONS/TOURISM/RETAIL

- El Paseo Shopping District
- Palm Springs Art Museum
- Spotlight 29 Casino
- The Living Desert
- Visit Greater Palm Springs

EDUCATION

- College of the Desert
- Inland Empire/Desert Regional Consortium
- Norco Community College
- Rowland Unified School District
- San Bernardino County Superintendent of Schools
- San Diego Miramar College

SOLAR

- Duke Energy
- First Solar
- Intersect Power
- Large Scale Solar Association
- NextEra
- SSJID Powered by Purpose
- Turlock Irrigation District

OPTIONAL SERVICES OFFERED



EXAMPLE: CV STRATEGIES DRONE IMAGERY

Optional services or any variability in services rendered by CV Strategies will be billed to the client based on the hourly rate for communications services and will be agreed to by providing a signed written notice.

STRATEGIC COUNSEL - CV Strategies provides valuable insight on operations, communications and government relations. This high-level support will help guide outreach and stakeholder-relations efforts.

LEGISLATIVE SUPPORT - We know local and regional players. Working with staff to prepare legislative documents and research relevant policy will help create an atmosphere for successful policy development and implementation.

MEDIA RELATIONS - Staff members at CV Strategies have years of experience in newsrooms and with print media, as well as close relationships with local journalists. We understand how to develop press releases and media alerts that will stand above the rest and achieve results.

COLLATERAL DEVELOPMENT - CV Strategies sees the value in creating compelling, engaging pieces that connect with customers. Our expertise yields a professional product guided by the agency's communications strategy and vision.

DESIGN SERVICES - From web to advertisements to document design, CV Strategies' in-house design team turns copy into dramatic visual storytelling.

COMMUNITY MEETINGS - CV Strategies provides event support to increase community engagement and customer attendance.

PHOTOGRAPHY, AUDIO AND VIDEO SERVICES - Given the importance of visual communication, CV Strategies staffs photographers, videographers, drone technicians and audio engineers to create and enhance images, recordings and video content that complement compelling written content to tell a complete story.

TRAINING - Focused sessions help staff and elected officials hone in on skills that are foundational for agency communication efforts. We build employee confidence and competence through training that includes role-play, practice, and guide materials for ongoing support.

SURVEYS AND ANALYSIS - CV Strategies' pollsters will design and conduct large-scale surveys designed to gauge the interest, knowledge and satisfaction among customers and stakeholders. The information is reviewed and analyzed to identify trends and develop outreach recommendations.

TRANSLATION - Our skilled translator on staff can quickly transform written content into Spanish, or assist with community meetings by providing on-the-fly translation services.

TRIPEPI SMITH
marketing • technology • public affairs

SINGLE SOURCE COMMUNICATIONS



SOCIAL MEDIA, COMMUNICATION, AND PUBLIC RELATIONS SERVICES

Hidden Valley Lake Community Services District

April 9, 2026

By: Ryder Todd Smith
Co-founder & Principal
Tripepi Smith & Associates

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COVER LETTER

Thank you for the opportunity to present Tripepi Smith's qualifications to support the Hidden Valley Lake Community Services District (District, HVLCSD) in its goal to elevate its digital presence and ensure accurate, timely and accessible information for residents. This proposal offers all requested information, including Tripepi Smith's understanding of your needs, our approach to addressing them, our cost proposal and more.

Tripepi Smith has a deep understanding of the unique dynamics of local communities: over 250 local government agencies, primarily in California, have chosen us to support their communications needs. We are particularly well-versed in the challenges facing special districts, having supported entities like the Town of Discovery Bay Community Services District, Costa Mesa Sanitary District, Jurupa Valley Community Services District, Patterson Irrigation District, Rowland Water District and many more. We recognize that HVLCSD is in the early stages of expanding its digital landscape, and we excel at helping agencies navigate this transition while maintaining the reliability of traditional outreach.

Our team of over 75 communication experts is robust enough to provide the full spectrum of services requested — from social media management to community workshops — yet small enough to be nimble and responsive. Independent of skill set, each team member is active in the world of local government.

The Result: We can tell a complete story across media, all within our one team.

Engaging constituents and telling your agency's story is not a simple matter. It takes work, consistency, innovation and creativity to make an impact. We are confident that our dedication and proven track record make us the right partner for HVLCSD. Thank you for considering us in this endeavor. We eagerly anticipate the chance to discuss our proposal in more detail.

Office Locations

Since early 2017, Tripepi Smith has operated in a completely virtual office environment. Being virtual enhances operational resilience and grants us access to a flexible and diverse workforce. The team — composed of policy wonks, creative message developers, broadcast specialists, videography experts, technology gurus and graphic artists — resides throughout Arizona, California, Idaho, Montana, North Carolina, Tennessee, Texas, Utah and Washington, with a majority based in California.

Contact Information

Email: RFP@TripepiSmith.com

Phone: (626) 536-2173

Mail: 27702 Crown Valley Parkway, D4#139, Ladera Ranch, CA, 92694

Acknowledgment of Insurance and Indemnification Requirement

Tripepi Smith does not own automobiles. We respectfully request variance to the automobile liability requirement and request language to read, “Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9).”

Authorization

I affirm that I have the legal authorization to bind Tripepi Smith into agreements with Hidden Valley Lake Community Services District and to make the statements below on behalf of the firm. I also affirm having received all addenda associated with your Social Media, Communications, and Public Relations Services RFQ. This proposal is valid for 90 days from the date of submission.

Regards,



Ryder Todd Smith

Co-Founder & President, Tripepi Smith & Associates, Inc.

Ryder@TripepiSmith.com • (626) 536-2173 • 27702 Crown Valley Parkway, D4#139, Ladera Ranch, CA, 92694

RFP@TripepiSmith.com is our preferred point of contact throughout the evaluation process.

PROJECT TEAM INFORMATION

The District's dedicated project team includes Senior Business Analyst Dana Sovinec, Business Analyst Olivia Rizzuto and Junior Business Analyst Ted Hwang. Dana Sovinec will serve as your account manager and main point of contact, closely monitoring the quality of work product before Tripepi Smith delivers it to you for review/approval. Day-to-day operations and project milestones will be managed by Olivia Rizzuto, who will serve as the project manager. Technical execution will be supported by Junior Business Analyst Ted Hwang.

Should any key personnel become unavailable during our engagement, Tripepi Smith will quickly substitute with other Tripepi Smith resources who have commensurate experience, knowledge and/or skill sets. Please see the Appendix for full resumes of key personnel. You can learn more about our individual backgrounds and qualifications at **www.TripepiSmith.com/Our-Team**.

The core project team will have dedicated availability to support the engagement, including capacity to provide support under urgent notice and/or time constraints. Tripepi Smith is a collaborative firm with many skill sets available. Any Tripepi Smith staff member may be brought onto the engagement to help with our efforts.



Dana Sovinec

Senior Business Analyst

Location: Peoria, AZ | Role: Account Manager

Dana Sovinec is a public affairs and communications professional with focused expertise in local government and team leadership. Prior to joining Tripepi Smith, Dana served as Public Information Officer to City of Stockton Mayor, Kevin Lincoln, managing strategic messaging, public outreach and engagement, media relations and crisis communications. She graduated from Sacramento State University in 2008 with a Bachelor of Arts in Government and a minor in Sociology. After college, she gained foundational government experience working for Governor Schwarzenegger and Brown, and then continued her passion for serving the public through creative productions and communications at a local church.

Dana is certified in Emergency Response Planning and Communications. Her clients include the City of Suisun City, City of Richland, WA, Town of Windsor, City of Santa Paula, City of Modesto, City of Dublin and Inland Valley Humane Society & S.P.C.A.



Olivia Rizzuto
Business Analyst

Location: Orange, CA | Role: Project Manager

Pairing her commitment to community service with a strong public speaking presence, Olivia Rizzuto brings experience in communications, event planning and research to Tripepi Smith's public clients. Olivia graduated summa cum laude from San Diego State University with a bachelor's degree in political science and sociology. During her time in college, Olivia was a leader in the SDSU Ambassadors program, where she enhanced her presentation skills by leading campus tours and new student orientations. She knows how to deliver clear messages and ensure there is purpose in every interaction. Olivia is passionate about having a positive impact in the community and applies her tenacious work ethic and strong sense of responsibility to making a difference.

Olivia is a certified Hootsuite Social Marketing, Constant Contact and Sprout Social Professional. She also holds additional certifications in Google Ads Creative, Google Ads Display, Google Ads Video and Google Ads Search. Her clients include the City of Maywood, the City of Pico Rivera, the City of Paramount, the City of Richland, the Blind Children's Center, Renne Public Law Group, California Choice Energy Authority, Energy for Palmdale's Independent Choice, Pico Rivera Innovative Municipal Energy and California Institute of Integral Studies. Olivia also supports the Tripepi Smith marketing team.



Ted Hwang
Junior Business Analyst

Location: Santa Clarita, CA | Role: Project Support

Ted Hwang is an adaptable and detail-oriented individual with a background in marketing and business development. He graduated from Pomona College with a Bachelor of Arts in Economics and gained experience in digital design, writing and project management with the Claremont Marketing Group, primarily working with tech startup clients. His experience also includes customer outreach and support for a Los Angeles real estate tech startup.

Ted is certified in Hootsuite Social Marketing. His client work includes the Clean Energy Alliance, Gabriel Valley City Managers Association, Renne Public Law Group, City of Ojai, Patterson Irrigation District and MCE Clean Energy.

PROJECT MANAGEMENT/REPORTING PLAN

Project Management

Tripepi Smith begins all engagements with a kickoff meeting with the client to introduce personnel to one another, define Key Performance Indicators (metrics, goals and timelines), review project management processes and ensure each stakeholder has a full understanding of their responsibilities.

We primarily use the following tools to manage projects:

- Google Workspace for email, creating real-time collaborative documents and instant messaging
- Zoom or Google Meet for conference calls
- Sprout Social for social media management: posting and monitoring comments/messages
- Meltwater for media intelligence and media relations
- Kantata for project/task management, internal project status updates and time entry

These tools enable project managers to quickly determine a project's budget status, review the schedule of tasks, send rapid notifications to the whole team if issues arise and, generally, sustain momentum on our efforts.

Quality Assurance

Tripepi Smith abides by a rigorous procedure of internal review before work product or invoices ever make it to clients for review. Principals, Directors and Senior Business Analysts are all in the upper echelon of the workflow, responsible for final quality assurance of work produced by their peers. Tripepi Smith sets clear deadlines with clients to ensure expectations are met. Every team member holds each other accountable so that deliverables are produced in the most efficient manner possible. Real-time financials are accessible to the Tripepi Smith team, providing the most accurate insight to adhere to a budget.

Monthly Activity Report

Each month, Tripepi Smith will provide a summary report of outreach efforts, including the Key Performance Indicators or KPIs (reach, posts, engagement, etc.) related to your controlled social media sites. This will help us evaluate the success of our efforts as well as serve as an ongoing feedback mechanism for gathering valuable insights that can help inform ongoing communication strategy.

WORK PLAN/SCOPE OF WORK

Digital and Social Media Management

- **Content Creation:** Each week, our team will produce and distribute social media posts across the District's social media channels. Social media content creation involves planning, fact-checking, sourcing graphics, grammar checking and scheduling the post. Our team has experience producing content across Meta (Facebook and Instagram), Twitter/X, LinkedIn, Nextdoor and others.
- **Observation and Response:** Tripepi Smith will observe the District's social media site inboxes weekly for customer service opportunities, mainly responding to questions. When we identify an opportunity to respond, we will aim to do so within 24 hours of the comment post time or message receipt time. We will occasionally require fact-checking and guidance from District staff for more nuanced responses.
- **Additional:** Our work also includes optimizing social media accounts to enhance performance and/or take advantage of useful features. "Boosted Posts" and other targeted advertisements are also helpful in disseminating information to community members. Tripepi Smith is fully capable of running and tracking these paid campaigns (fees to be agreed upon and paid by HVLCSD).

Community Engagement

Organizing and Facilitating Community Conversations

Tripepi Smith can help coordinate and facilitate a comprehensive public engagement process to gather valuable feedback on your initiative. This process can include in-person workshops, targeted focus groups, and/or town halls. These meetings will ensure you receive a well-rounded perspective from key stakeholders and diverse community voices.

We'll partner with your staff to manage all aspects of the engagement process, including:

- **Participant Recruitment:** We will leverage staff recommendations, email lists and open calls to ensure a representative group.
- **Coordination:** We will identify suitable venues and dates for the meetings, develop agendas, create presentations and craft discussion questions.
- **Facilitation:** Our experienced team will lead productive discussions.
- **Analysis:** We will analyze the feedback and provide a written report summarizing key insights.

Tripepi Smith can also assist with virtual community conversations to gather public feedback, extending the reach of your outreach efforts. Virtual meetings eliminate geographic barriers, allowing anyone with internet access to participate. Additionally, these sessions can be easily recorded and posted to your website for future reference. This makes them a valuable tool to supplement in-person events, increasing potential for greater community engagement. Tripepi Smith will handle all aspects of these meetings, including coordination, technical setup and facilitation.

In addition, our team can create custom feedback forms with targeted questions to help you get a pulse on public sentiment for a project. We'll take care of the promotion to make sure residents actually see and fill out the forms, and then we'll provide a clear report that turns those responses into actionable insights. Please note that for more complex issues where the District needs high-level, statistically valid data, we recommend bringing in a surveying partner like FlashVote to ensure you are hearing from a scientifically representative slice of the service area.

Outreach Campaign

Community engagement campaigns are more than just about spreading information. Done right, they're a two-way street designed to foster collaboration and understanding. We typically structure a campaign around two to four distinct activities, usually within a sequenced approach tailored to you.

- **Strategic Planning:** We collaborate with you to define campaign goals, target audiences and messaging strategies.
- **Plan Implementation:** This involves developing key deliverables and communication materials.
- **Community Engagement:** We distribute the materials from the previous phase, as well as incorporate community engagement opportunities (workshops, town halls, pop-up events) to reach your target audience.
- **Outcome Assessment:** We measure the campaign's effectiveness and present findings to executive staff or council.



"We have been very pleased with the services received from TS and they have become the extended arm of communications for the District. We would certainly partner and collaborate with them and plan to continue doing so. TS has guided Costa Mesa Sanitary District staff from the very basics of creating a style guide for the District, to developing complex campaigns involving video content creation, including the drafting of scripts and storyboards, social media content, printed material including postcards, door hangers, flyers, press releases, newsletter articles, etc."

Noelani Middenway
Public Information Officer, Costa Mesa Sanitary District

Video, Photography and Audio Production

Videography

Tripepi Smith prides itself on providing a variety of high-quality video production services to many satisfied clients. Animators, videographers, editors, drone operators and A/V technicians form our robust, in-house video team, who share over a decade's worth of experience producing video products for both public and private agencies. No matter the client, their key messages or preferred style of video, we apply a consistent, reliable approach that ensures Team Tripepi Smith delivers on their unique visions.

Our Approach to Videography

Tripepi Smith generally breaks down video production engagements into three phases: Pre-Production, Production and Post-Production. This structure ensures Tripepi Smith staff can execute efficiently, safely and in fulfillment of your vision — all without sacrificing quality and creating unnecessary costs. We organize our process into three phases:

1. **Pre-Production** focuses on identifying the key message and goal of the video. We set time guidelines, expectations, identify a shot list, establish equipment needs and work with your team to ensure shared vision on the final product. During this stage, we'll also define parameters, such as interviews, interview questions, language needs and other details that will culminate into the final video product(s).
2. **Production** revolves around executing the work on the day of our shoot. This includes fulfilling our shot list, capturing audio (or recording voiceovers) and configuring optimal camera angles and lighting. Our team will arrive one hour early to set up for interviews or stationary recording. If we are only filming b-roll, we will arrive 30 minutes early to scope out locations in advance of shooting windows.
3. **Post-Production** work primarily consists of editing video footage, audio clean-up and lighting and color correction. If stock footage or motion graphics are required, please note that an additional fee will be incurred. We then enter a review segment, during which you will get to review and provide edits on the video. Our team will then deliver the final video, complete with captions (as requested and decided upon during pre-production) in a format(s) best suited for the platforms through which you wish to share the video. Typically, we provide final videos in .MP4 formats as well as caption file(s) in .SRT formats via Dropbox.

Photography

With experience spanning a variety of multimedia projects, including videography, photography, drone, event coverage, event production or a combination thereof, Tripepi Smith's talented in-house photographers understand the impact of photography of your community's iconic sites.

The adage, "a picture is worth a thousand words," rings true, especially for local governments whose communications are most impactful when representing the communities in which they serve.

Our team contains experts in multiple format outputs, which ensures that your photos will be compatible across your distribution platforms. We provide photography services for:

- Portraiture (Studio and environmental)
- Architecture
- Behind-the-Scenes
- Events (Ribbon cuttings, tree lightings, summer activities, concerts and more)
- Conferences & Networking Events
- Fine Arts Shows/Gatherings
- Graduation Events
- Groundbreaking Ceremonies
- Promotional
- Keynote/Presentation Speakers
- Stock Imagery (Including drone)

Our Approach to Photography

Photography, much like videography, requires deliberate, thorough preparation to achieve beautiful results. We organize shoots into three phases to deliver high-quality photos and photo shoot experiences for our clients:

1. **Pre-Production:** Our photographer will conduct a pre-photo shoot phone call of up to 30 minutes to review your key goals and objectives for the photos. During this phase, our team might develop a shot list or collaborate with a client to build upon their wish list of shots. We will also coordinate logistics, such as establishing a timeline and method for photo album delivery.
2. **Production:** You can expect our photographers to be onsite at least 30 minutes prior to the start of any photo shoot event in order to check in with client leads and review shoot conditions, such as weather and lighting. We may be onsite even earlier for shoots that require supplemental lighting or equipment, such as for headshot photo shoots when we set up a traveling photo studio.
3. **Post-Production:** After a photo shoot, Tripepi Smith's photographer will spend the following days processing (editing) the images for optimal lighting, color, composition and more. If an occasion requires photos to be available immediately, our photographer can stay onsite and process the photos in real time.

We deliver photos in native RAW and JPEG/JPG formats via Dropbox or Photoshelter, with the latter being the most client-friendly for organizing, reviewing and downloading photos. We can also upload photos to your preferred photo platform, such as an intranet or Flickr.

Once we deliver the photos, they become yours — we release all rights to the photos and do not require watermarks.

On-Call Media Relations Support

Press Release & News Article Creation

Our team is seasoned in crafting compelling press releases and news articles, typically up to 500 words, to amplify the District's story and establish thought leadership. We tailor our work to your desired tone and direction, ensuring consistent execution. Collaboration with your staff might be necessary to ensure subject matter expertise and obtain quote approvals. You can lean on us to manage the entire content creation cycle, from crafting key messages and conducting interviews to drafting content and distributing it to your platforms or the media.

Media Outreach and Relations

Tripepi Smith uses Meltwater to monitor media mentions and to source reporters who may have an interest in client news. The tool will research the last 12 months of media mentions and can identify an updated media list for the District. Additionally, we can leverage the tool to curate media lists to support your public relations goals. The tool allows us to tap into Meltwater's journalist database of more than 250,000 U.S. journalists for enhanced outreach and engagement. Meltwater is an enterprise-class tool used by Fortune 500 companies to monitor media and social media mentions, enabling swift and precise responses to media matters

On-Call Strategic Communications Advice & Crisis Communications

Tripepi Smith offers comprehensive strategic communications support to achieve your agency's outreach and engagement goals for any initiative. There may be cases where the District may need advice on stakeholder outreach, communication efforts and public engagement initiatives. While the proposed project team can advise on such matters during regular check-in calls, there may be instances when a separate, longer discussion is needed where our team can help you leverage robust communication tools to garner interest and participation.

Tripepi Smith provides on-call crisis communication support to guide agencies through sensitive or rapidly evolving situations. Our team serves as a trusted advisor to leadership and communications staff, helping shape messaging that is timely, accurate and aligned with agency values. On-call support may include strategic messaging guidance, drafting and refining public statements, developing social media content, responding to media inquiries and more. We can advise on best practices related to tone, timing and internal coordination. Tripepi Smith will remain available 24/7 to support you through such instances, typically kicking discussions off in a virtual meeting, collaborating in a living workspace and emailing, texting or calling with updates as progress happens.

Optional Additional Services

Website Content and Analytics (Cloud Webmaster)

Tripepi Smith can supplement staff efforts to improve your website. With decades of combined experience managing websites for public agencies, our team handles all website needs, from content strategy, creation and maintenance to technical support and full-fledged website redesigns. No matter the case, we prioritize user experience, staff education, Search Engine Optimization (SEO) and compliance with the Americans with Disabilities Act (ADA). Our team is fluent in a bevy of website

service providers, including Granicus (govAccess and OpenCities), CivicPlus, Revize, WordPress and Civica — plus analytics software, such as Google Analytics and Piwik. In fact, we combine data on how constituents interact with your website with our technical know-how and storytelling skills to inform our work on websites. For this add-on, we recommend our Cloud Webmaster Service:

Agencies rely on their websites to serve residents, businesses and partners, but limited staff capacity and lack of technical expertise can often lead to outdated information and underutilized features. Staff turnover also results in skill attrition as trained staff leave the organization, creating a constant demand to train new staff on the website content management system. Tripepi Smith's Cloud Webmaster service bridges this skills gap, providing a dedicated team of website specialists to manage content for your website to ensure it remains current and delivers on the investment you have made in the platform.

- **Responsive Support:** Our team is available seven days a week to ensure your content remains current. Standard updates are completed within 24 hours, while urgent requests receive immediate priority for same-day execution, regardless of the day of the week. Requests are as simple as sending an email, making a phone call or sending a text.
- **Ease of Access:** No ticketing system and no phone queues. Cloud Webmaster provides direct phone numbers to website experts and speedy response, sparing your staff the overhead of going back and forth with bureaucratic "support" systems. One call; instant results.
- **Expert Management:** TS website experts are skilled in leading government CMS platforms — including CivicPlus, Granicus, OpenCities, CivicLive, Revize, GovDelivery and WordPress. We can handle the technical publishing tasks, allowing your staff to focus on core operations.
- **Compliance Guidance:** Our team can help navigate evolving ADA standards by training your team on best practices, such as alternative text and accessible formatting, to help reduce your legal risk profile.
- **Content Creation:** While agencies typically provide their own written materials, Tripepi Smith offers supplemental professional writing services to draft or refine content as needed.
- **Unlimited Model:** Once we have a clear viewpoint on the ongoing scope needed to deliver for your website management needs, Tripepi Smith can offer an unlimited support option for content changes, providing predictable costs for your website management and at a fraction of the cost of a full-time internal "webmaster."

By leveraging our Cloud Webmaster service, your agency experiences a single point of contact to manage your website, ensuring that new features are implemented and information is delivered to your community in a timely fashion.

Please note: Tripepi Smith will not be responsible for any hosting or software updates of any websites we have not separately contracted to host. While Tripepi Smith will implement best practices for ADA compliance, we cannot assure that the agency's existing site(s) are fully ADA compliant upon beginning our work. Therefore, TS can not take on liability for the overall ADA compliance of any agency website.

Community Outreach Materials

Our diverse design team, from seasoned creative directors to detail-oriented technicians, illustrators, color experts and data visualization specialists, ensures we can tackle projects of every scale. Moreover, we've honed an expertise in inspiring action among residents through daily collaboration with

a wide range of public agencies. This translates to impactful visuals that grab attention, effectively communicate your message in a clear and engaging way and also inform the public. As public agency engagement specialists, accessibility is a cornerstone of every project that we undertake.

Our graphic design work spans:

- Logos, sub-logos, branding, campaigns
- Brochures, guides, newsletters, reports
- Animated visuals for social media, video and web
- PDF, accessibility, ADA compliance
- PPT, presentations, meeting materials
- Stationery, business cards, templates
- Social media, web banners, email
- Infographics, financials, instructions
- Posters, banners, signage
- Conference materials, booths, swag

Through a collaborative approach, our team can help with developing the necessary messaging frameworks, talking points and provide review on content for the desired outreach materials.

Measurement and Reporting

Our media intelligence services blend our in-house expertise with the advanced software of Meltwater, an enterprise-class, comprehensive media monitoring solution that streamlines media monitoring, reporting, analytics and more for a number of benefits:

- **Powerful Monitoring:** Track everything being said about your agency in the news and online forums.
- **Stay Ahead of Crises:** Identify and address potential issues before they snowball, protecting your reputation and minimizing disruption.
- **Tailored to You:** Ditch generic reports and metrics, instead receive insights tailored to your goals.
- **Smarter Decisions:** Make informed choices based on data, not guesswork.
- **Top-Tier Tool, Affordable Price:** Harness the same AI solution used by big businesses, without the big budget.

We understand that no two communities are the same. That's why we take a collaborative approach to tailor a solution that perfectly meets your needs. We'll work closely with you to identify relevant keywords for tracking media coverage specific to your agency. You'll then begin to receive regular reports on media mentions, sentiment analysis, location data and top sources.

Based on our current assessment of your needs, we recommend our base package consisting of up to three queries, a monthly dashboard and newsletter at a frequency of your choice.

Tripepi Smith's Recommended Optional Additional Service

Express Communications Assessment

One of Tripepi Smith's specialties is a service we call a Communications Assessment: an objective review of everything a public agency is doing to communicate with its external audiences: residents, businesses, local media, etc. It provides a "point in time" evaluation of the District's current communication strategies, policies and processes. Following the audit, Tripepi Smith offers insights into

best practices and provides customized recommendations to improve both internal and external communication practices that align with district-wide goals. The process includes:

Kickoff Meeting

The Communications Assessment will begin with a kickoff meeting, lasting up to one (1) hour, between Tripepi Smith and your assigned project team to review the scope of work, agree on a project timeline, identify staff liaisons for scheduling interviews and begin gaining access to the agency's digital communication platforms. We will hold regular check-in meetings or provide email updates to discuss project progress, identify potential obstacles and share relevant preliminary findings.

Board Member and Staff Interviews

Tripepi Smith will interview up to six (6) agency staff/public safety staff/elected officials. Tripepi Smith will conduct all interviews virtually via Google Meet or Zoom. It is up to the client to determine whether interviews should occur on-site instead, which will impact the budget.

Ideally, our team will speak to only one or two people at a time, to ensure we can get through all necessary questions and create a candid conversational environment. We record interviews for note-taking purposes only; we do not share the recordings with anyone (including the client stakeholders) and destroy them after the project is complete. We can conduct additional interviews on an ad-hoc basis if desired.

Review/Analysis

The review of platforms focuses on the digital platforms the District uses to distribute information to residents. Tripepi Smith will review social media channels, the website, emergency notification systems, email platforms and the social media policy. The work will focus on both technical configuration, security, branding and overall metrics related to the platforms.

Our assessment includes both qualitative and quantitative analysis of the agency's digital communication platforms, which should have metrics or analytics available. In order to properly analyze all digital communications platforms at a specific point in time, we request temporary access to these accounts in order to view and export metrics. If this level of access is not possible, we will request agency staff to export these metrics for us.

Results

The resulting 20-page report is an expansive audit of the agency's departmental communications efforts, including staff methodology, platforms used, challenges to overcome, key observations and Tripepi Smith’s customized recommendations to improve the impact of communications with tactical execution steps.

Tripepi Smith will produce a maximum of two drafts of this report: a first draft and a final draft. Tripepi Smith will present its objective findings and customized recommendations virtually to the agency's Executive Team and Board of Directors. This would only occur after agency stakeholders have received and accepted the final draft of our report, and our presentation would only be an Executive Summary of that same report.

SUB-CONSULTANT AND WORK DONE BY OTHERS

Tripepi Smith can complete all the work proposed and will not need to utilize sub-consultants. The tables below show the estimated time (in hours) to perform the work, detailed by tasks, listed in the RFQ Scope of Work.

Necessary Elements

Service/Deliverable	Hours	Scope
Digital and Social Media Management	25/month	• Creating and distributing up to 8 social media posts per month • Weekly observation and response to comments and questions
Community Engagement	33/in-person workshop 27/virtual workshop 8/community feedback forms 18/campaign	• Coordination, facilitation, creation of meeting collateral and promotional collateral. Virtual includes meeting recording and editing/adding closed captions • Question development and form creation (using Google Forms), analytics and report • Campaign outreach assistance includes strategy development, research and content development
Video, Photography and Audio Production	33/event photography 31/animated video 37/video	• Pre-production, event attendance and post-production of photos • Creation of up to 1.5-minute animated video • Pre-production, production (1 full day onsite) and post-production for a video up to 4 minutes
On-Call Media Relations Support	5/press release Unlimited/crisis comms	• Development and distribution of a press release up to 750 words • As many hours as needed to support HVLCSD

Optional Additional Services

Service/Deliverable	Hours	Scope
Website Content and Analytics (Cloud Webmaster)	8+/month	• Copywriting, copyediting and updates to official website • Design elements as-needed (Note: Number of hours are dependent upon the desired element) • Analytics tracking and reporting, included in Measurement and Reporting line below
Community Outreach Materials	15/flyer 13/brochure 10/mailer	• Flyer – content development and graphic design • Brochure – content development and graphic design • Mailer – content development and graphic design
Measurement and Reporting	7/month	• Metrics gathering and analysis

Recommended Optional Additional Service

Service/Deliverable	Hours	Scope
Express Communications Assessment	158	• Kickoff meeting • 6 virtual interviews up to 1 hour each • Analysis of current platforms and outreach methods/strategies • Assessment report with outreach recommendations • Presentation to Board or Executive Team



"Costa Mesa Sanitary District is committed to proactively communicating about the transition to the new three-cart collection system, and the Town Halls provided a helpful forum for customers to ask questions and have them answered there in real-time. We are grateful to Tripepi Smith for their support that led to such highly-attended, successful Town Hall meetings."

Scott Carroll
General Manager, Costa Mesa Sanitary District

RELEVANT EXPERIENCE AND REFERENCES

Tripepi Smith excels in public affairs and marketing. Founded in 2000 and incorporated as a California corporation in 2002, the company is headquartered in Orange County, California, with staff throughout the western United States. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. For specific experience of the project team, please see the “Project Team Information” section.

Our Services

Tripepi Smith operates at the intersection of marketing, technology and public affairs. We excel in each of these areas, but the true power lies in our ability to seamlessly integrate them. This holistic approach allows us to craft impactful solutions for our clients.

Strategy, Marketing, Communications

- **Strategic Development, Research, Surveys, Messaging**
- **Social Media Management**
- **Web and Social Media Strategy, Optimization (SEO), Metrics**
- **Web Hosting and Support**
- **Email Campaigns**
- **Relations**
  (Media, Stakeholders, Public, Government)
- **Support and Training for Events, Presentations and Virtual Gatherings**
- **Digital, Print, Radio, Out-of-Home Advertising**
- **Staff Training**
  (Media, Social Media, Photo, Brand Implementation)
- **Association Management Services**

Creative Services

- **Full-Service Graphic Design for Digital, Print and Outdoor**
- **Brand and Logo Development**
- **Content Creation**
  (Writing, Editorial, Thought Leadership)
- **Output Services**
  (Digital Distribution, Print Management, Mail Management)
- **Illustration and Information Graphics**
- **Photography**
- **Videography, Broadcasting, Podcasting, Drone**
- **Event Production, Technical and AV Support**
- **Animation and Motion Graphics**
- **Web Design and Implementation**

Partial Client Roster

We have a network of 250+ satisfied clients in the local government space. We are happy to connect you with contacts at our client agencies who can share their experience working with Tripepi Smith.

Citrus Heights Water District
Costa Mesa Sanitary District
Discovery Bay Community Services District
El Toro Water District
Estrella-El Pomar-Creston Water District
Galt Arno Cemetery District
Humboldt Bay Municipal Water District
Inland Empire Utilities Agency
Jurupa Valley Community Services District
Livermore Area Recreation & Park District
Palmdale Water District
Paradise Irrigation District
Patterson Irrigation District
Placer Mosquito and Vector Control District
Rowland Water District
Shandon-San Juan Water District
Tahoe Truckee Sanitation Agency
Upper Salinas - Las Tablas Resource Conservation District
Water Replenishment District
West County Wastewater District
City of American Canyon
City of Atascadero
City of Azusa
City of Baldwin Park
City of Bellflower
City of Benicia
City of Burlingame
California City Management Foundation
City of Aliso Viejo
City of American Canyon
City of Atascadero
City of Azusa
City of Baldwin Park
City of Bellflower
City of Benicia
City of Burlingame
City of Claremont
City of Coronado
City of Cotati
(City of) Culver City
City of Cupertino
(City of) Daly City
City of Danville
City of Duarte
City of El Cerrito
City of Encinitas
City of Fountain Valley
City of Foster City
City of Fullerton
City of Gilroy
City of Grover Beach
City of Hawaiian Gardens
City of Hayward
City of Healdsburg
City of Hercules
City of Huntington Beach
City of Indian Wells
City of Irvine
City of La Cañada Flintridge
City of La Palma
City of La Puente
City of La Verne
City of Laguna Hills
City of Laguna Niguel
City of Lake Forest
City of Lakeport
City of Lancaster
City of Livermore
City of Lomita
City of Lynwood
City of Malibu
City of Manhattan Beach
City of Manteca
City of Martinez
City of Menifee
City of Millbrae
City of Morgan Hill
City of Murrieta
City of Napa
City of Orange
City of Orinda
City of Pacifica
City of Palm Desert
City of Palmdale
City of Paramount
City of Pico Rivera
City of Pismo Beach
City of Placentia
City of Pomona
City of Rancho Mirage

Costa Mesa Sanitary District

Tripepi Smith began supporting the Costa Mesa Sanitary District (CMSD) in 2020, building a long-standing relationship that evolved with the District's need, priorities and budget. Initially, CMSD tapped Tripepi Smith for an express communications assessment. CMSD later engaged Tripepi Smith for ongoing communications support in the form of the development of a communications plan, culling an email list, curation of a 12-month social media calendar, outreach regarding four awareness campaigns, metric reporting, quarterly onsite trainings, video productions, graphic design, stock photography services and SB 1383 outreach.

2020 to 2025

Project Team:

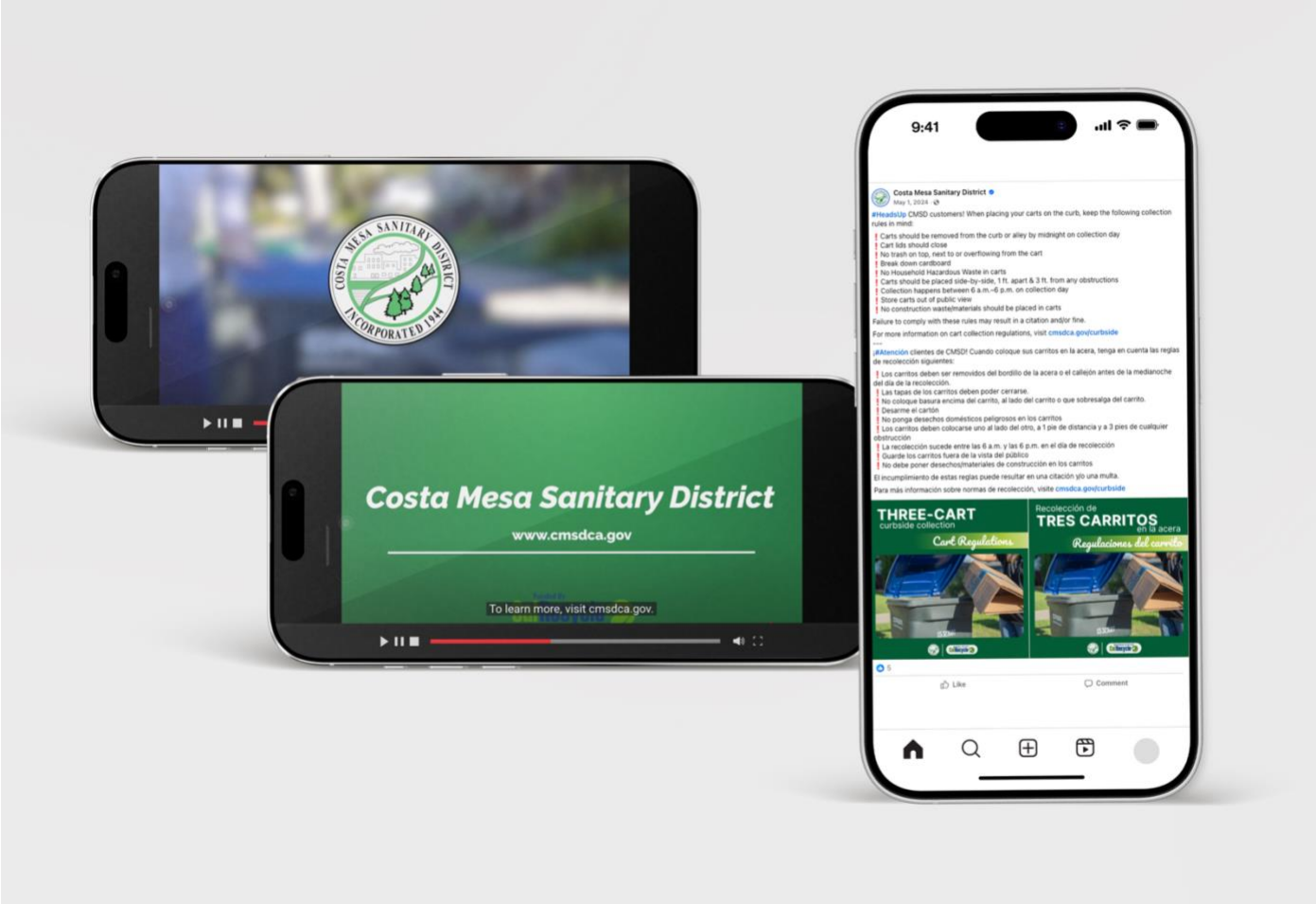
Sara Madsen – lead / Morgan Mock / Devin Antonio

Project Cost:

$6,248/monthly retainer

Contact:

Noelani Middenway, Clerk and PIO
949-645-8400 ext. 227
NMiddenway@CMSDCA.gov
290 Paularino Ave., Costa Mesa, CA 92626



Lomita Water

Tripepi Smith first started its engagement with Lomita in 2016 in response to public concerns about the City's water quality. Tripepi Smith team members and city staff collaborated to create Lomitawater.com, a website that continues to be updated with water quality reports and other news to ensure residents have accurate information about water quality in the City. The City also engaged Tripepi Smith to create its first digital Lomita Water Consumer Confidence Report (CCR) in 2019. Tripepi Smith had begun an expanded engagement with the City in 2019 to help the City outreach to residents about water-related matters in Lomita. Tripepi Smith has assisted with explainer videos about the **Lomita Water System** and the Granular Activated Carbon project, water bill inserts, email news alerts, graphic design and social media content. Under the current contract Tripepi Smith provides the City of Lomita with a wide range of support including the annual Consumer Confidence Report, social media management and monitoring, media relations, strategic communications planning, website management, graphic design, written content support and more.

2016 to Present

Project Team:

Sara Madsen – lead / Morgan Mock / Devin Antonio

Project Cost:

FY 2025-26 $165,748 contract

Contact:

Lina Hernandez, Assistant City Manager
310-325-7110 x 151
Lina.Hernandez@LomitaCity.com
24300 Narbonne Ave., Lomita, CA 90717

Consumer Confidence Report



Social Media Graphics



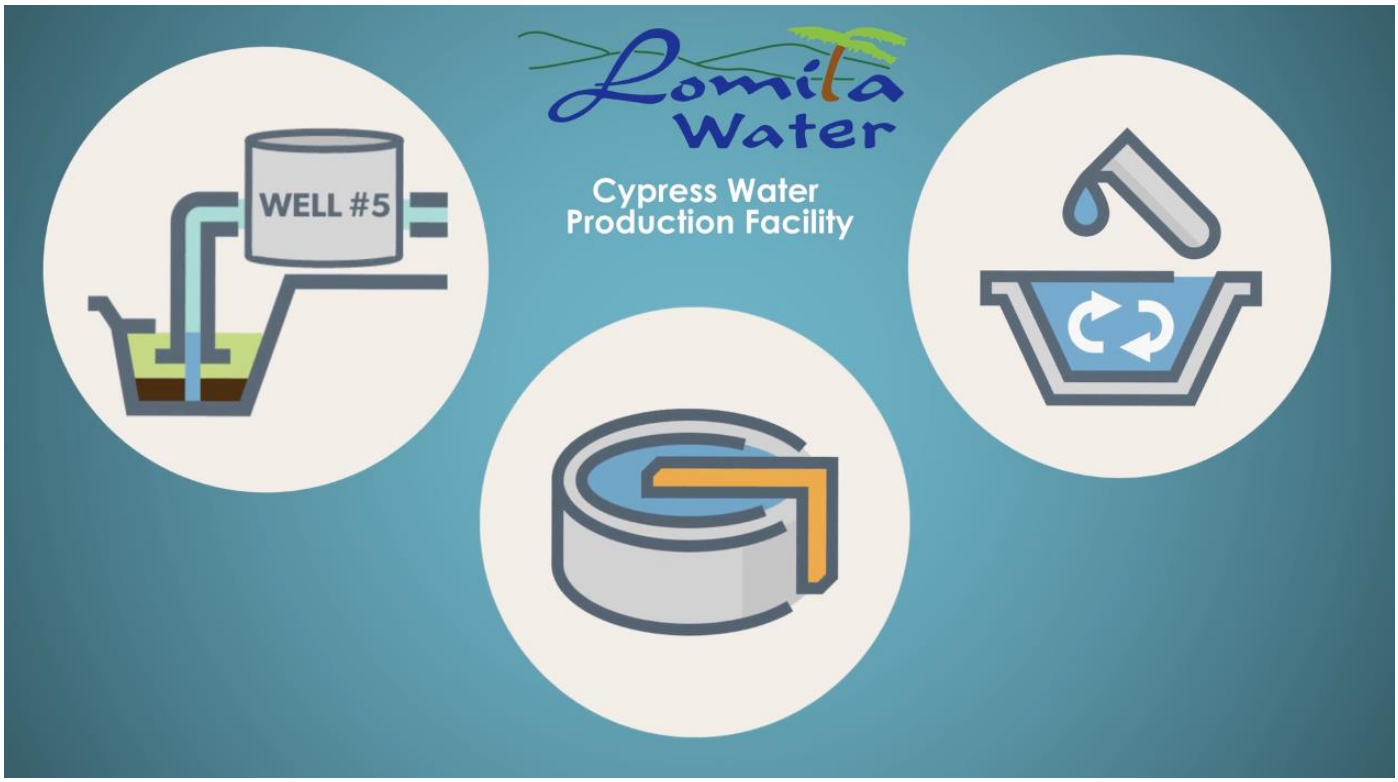






Videography

Water Infrastructure Explainer Video



Granular Activated Carbon Filtration System Explainer Video



Patterson Irrigation District

Tripepi Smith's partnership with the Patterson Irrigation District (PID) began in 2024 with a comprehensive communications assessment and the development of a long-term strategic communications plan. Following the successful delivery of the plan, the engagement transitioned into technical execution, including a full redesign of the **District's website** to improve transparency and user experience. Tripepi Smith now provides ongoing support for PID, including building out its social media accounts, content creation and website updates to ensure consistent community engagement.

2024 to Present

Project Team:

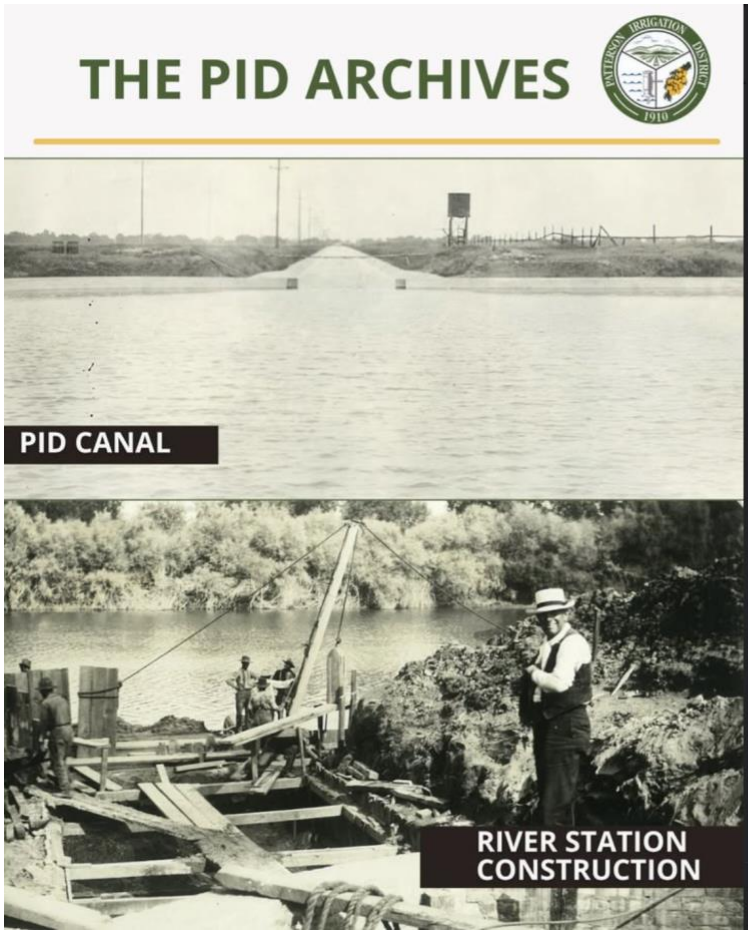
Kaitlyn Wu – lead / Valerie Nevarez / Ted Hwang

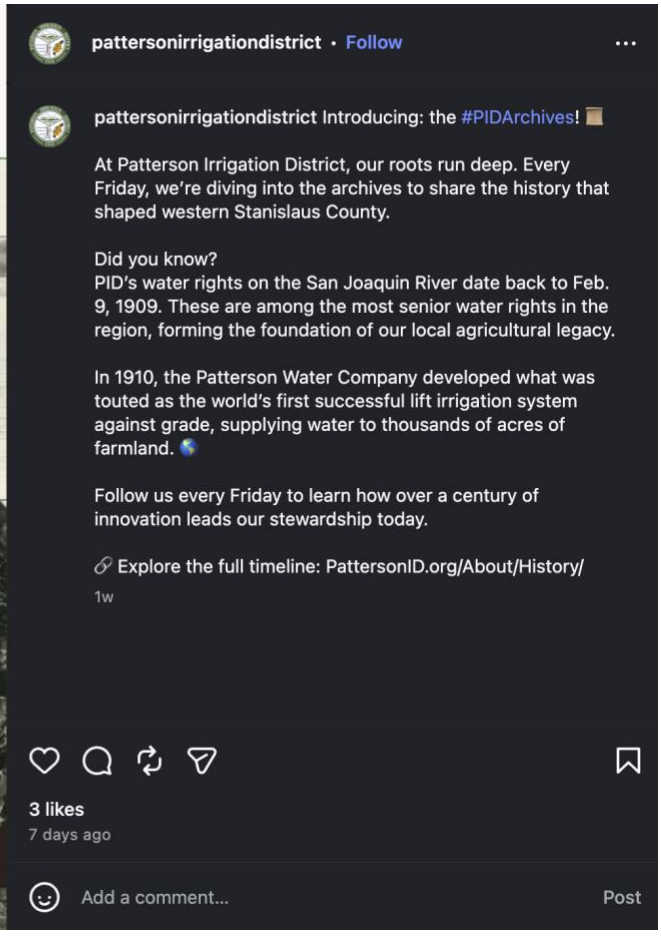
Project Cost:

FY 2025-26 $16,010 contract

Contact:

Vince Lucchesi, General Manager
209-892-6233
VLucchesi@pattersonid.org
948 Orange Ave., Patterson, CA 95363





Harlingen Waterworks System

In December 2023, Harlingen Waterworks System (HWWS) tapped Tripepi Smith to assist with communication and outreach efforts in anticipation of the City of Harlingen's upcoming water and sewer rate increases. Tripepi Smith provided comprehensive communication services, crafting strategic messaging and talking points for City officials and HWWS staff tailored to the rate increase. For outreach, Tripepi Smith supported HWWS with a redesigned website launch, social media management, animated video creation, townhall assistance and infographic design.

Additionally, Tripepi produced an exciting drone and animated-mixed video shown at HWWS's annual Water Night event. The video highlights a water droplet's journey from the river to faucets within homes. Team Tripepi Smith handled script writing, storyboarding, animations, drone footage editing and voiceover work.

Videography

Water Night Video: Harli's Journey



Social Media and Graphic Design







FEE PROPOSAL

Hidden Valley Lake Community Services District has requested a range of necessary elements with optional additional elements. We have broken down the cost proposal into a combination of Retainer and Time & Materials to best match the elements. Both models offer a unique set of benefits:

- **Retainer:** Sustains outreach momentum by ensuring a set of recurring deliverables at a set monthly cost, usually for a period of at least 12 months.
- **Time & Materials:** Allows flexibility to "ramp up" or "ramp down" efforts according to budget and priorities.

Necessary Elements: Retainer

Service/Deliverable	Scope
Digital and Social Media Management	Creating and distributing up to 8 social media posts per month. Weekly observation and response to comments and questions
Check-In Meetings/Strategy Discussions and Reporting Plan	Virtual 30-minute check-in meeting and strategy discussion with project team each month. Includes agenda, meeting notes and recap to-do email. Creation of a reporting plan each month
Monthly Subtotal	**$3,375**
Annual Total	**$40,500**

Necessary Elements: Time & Materials

Deliverable	Scope	Estimated Cost
Community Engagement: **Public Workshop**	Planning and facilitation of up to one virtual town hall or community workshop. Includes creation of PPT deck and pre-event coordination. In-person includes travel costs. Virtual includes meeting recording and post-production (editing and adding closed captions)	$7,410/in-person workshop $4,725/virtual workshop
Community Engagement: **Community Feedback Form**	Question development and form creation (using Google Forms), analytics and summary report	$1,160
Community Engagement: **Outreach Campaign Assistance**	Campaign outreach assistance includes strategy development, research and content development	$2,730
Video, Photography and Audio Production: **Event Photography**	Pre-production, event attendance and post-production of photos. Includes travel costs	$4,585
Video, Photography and Audio Production: **Animated Video**	Scriptwriting, animation and voiceover for the creation of up to 1.5-minute animated video. Includes music, captions, voiceover and stock image fees	$4,770

Deliverable	Scope	Estimated Cost
Video, Photography and Audio Production: **2-4 Minute Video**	Pre-production, production (1 full day onsite) and post-production for a video up to 4 minutes. Includes travel costs and equipment fees	$6,750
On-Call Media Relations Support: **Press Release**	Drafting 1 press release up to 750 words. Includes research, drafting and distributing	$750
On-Call Media Relations Support: **Crisis Communications**	Includes 1 hour strategy call with a Director and Senior Business Analyst followed by a detailed action item list for both the District and Tripepi Smith	$705
	Estimated Total	**$33,585**

Optional Additional Services: Time & Materials

Deliverable	Scope	Estimated Cost
Cloud Webmaster - Website Content Management	Ongoing content development and updates to the District's website	Range based upon needs: $710 - $2,000+
Graphic Design (excludes print and mailing fees)	Flyer Brochure Mailer	$1,700 $1,750 $1,050
Newsletter Content Curation	Review of District-provided content for newsletter	$2,170
Express Communications Assessment	Kickoff meeting, 6 virtual interviews up to 1 hour each, analysis of current platforms and outreach methods/strategies, assessment report with outreach recommendations and virtual presentation to Board or Executive Team	$26,650
	Estimated Total	**$34,030**

Should HVLCSD determine Tripepi Smith is the most qualified and responsive vendor, but has a budget number that it must hit, then Tripepi Smith remains open to collaborating to narrow the scope engagement or refine our understanding of the scope needs and will modify our pricing accordingly.

As-Needed Services

Tripepi Smith will apply the following standard hourly rates and related fees for any authorized as-needed (Time & Materials) work. Such work must be clearly authorized in writing before proceeding.

2026-27 Hourly Rates	Standard	Reduced Retainer
Principal	$380	$315
Director	$265	$225
Art/Creative Director	$265	$225
Senior Business Analyst	$205	$180
Business Analyst	$150	$125
Junior Business Analyst	$115	$100
Senior Videographer/Animator	$205	$175
Senior Photographer	$175	$150
Videographer/Photographer	$140	$120
Junior Videographer/Photographer	$115	$100
Senior Graphic Designer	$195	$165
Graphic Designer	$140	$120
Junior Graphic Designer	$115	$100
Web Developer	$210	$185
Junior Web Developer	$115	$100
Drone Operator	$205	$180
Council Chamber A/V Operator	$115	$100

Invoicing & Payment Terms

At Tripepi Smith, we bill on either a Retainer, Fixed Fee or Time & Materials basis, with each billing type following its own payment schedule. Regardless, terms are Net 30 days.

- Fixed Fee work is billed upon defined milestones.
- Time & Materials work is billed in 15-minute increments (i.e. 4.0, 1.25, 6.5 or 0.75 hours) at the end of the month in which work is done.
- Retainer work is billed on the 15th of each month.

Other Cost Information

Tripepi Smith has related service fees that may come up during our engagement that we want to tell you about.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by 5% or the national CPI index — whichever is higher — each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract.

Retainer Discount

When a client's retainer exceeds $7,500 per month, they gain access to our reduced retainer rates.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the client for any requested travel to complete a requested scope of work. Travel costs may include airfare, lodging, car rentals and gas. Additionally, when client work requires that we be onsite, we will invoice for a resource's travel time at 50% of the resource's hourly rate.

Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day (Under 4 Hours)	Full Day (4+ Hours)
Video	$450	$650
Drone	$550 – Flat Fee	

Please note that A/V equipment fees are based on the amount and type of equipment required, with pricing tailored to the specifics of each event.

Music and Video Licensing

Sometimes, the client will want Tripepi Smith to apply music or use stock imagery/video while producing video. In these cases, we will need to apply licensing fees of approximately $100 per song and $200 if we use stock video imagery. This will provide a license for the use of the music and video footage to Tripepi Smith and its clients.

Meltwater Fee

Tripepi Smith offers a standard Meltwater package at a flat rate of $545 per month. This package includes a newsletter digest (of any frequency), up to three queries, and a monthly dashboard. Custom Meltwater solutions are also available upon request.

Website Hosting Fees

If website hosting services are required, Tripepi Smith will charge a $630 website hosting fee and a $30 Domain Registration and DNS service fee, unless otherwise specified in this proposal. Fees will be billed upon commencement of hosting services, and annually thereafter. Please note the website hosting package is limited to 10 Gigabytes of total storage. Additional storage for the site is available for a fee of $1.70 per gig per month of 10 Gigabytes of storage.

Service Fees

Tripepi Smith prefers that clients pay service providers directly to avoid unnecessary administrative costs. You should also know, however, that we have no economic interest in service providers, unless otherwise specified in this proposal.

If a client asks Tripepi Smith to pay for a service provider bill, we will apply a 10% agency fee to the reimbursement expense. Typical service fees include, but are not limited to: print, mailing, digital advertising, media placements, voiceovers, translations and closed captions.

Partner Access

Tripepi Smith has access to entities that may be relevant to our engagement. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing.

Local Information Network of Knowledge (LINK): www.LocalInfoNetwork.com – A community forum for local government professionals in California to discover and share resources, policies, sample work products, best practices and more.

PublicCEO: www.PublicCEO.com – Digital news about public affairs, reaching over 17,500 California government executives through a daily podcast, job board, video podcast and more.

Civic Business Journal: www.CivicBusinessJournal.com – Digital interest stories on the people, companies and solutions that make local government in California more effective.

FlashVote: www.FlashVote.com – Statistically valid surveying that helps leaders make decisions.

- Disclaimer: Tripepi Smith President Ryder Todd Smith is an investor in FlashVote.

Tripepi Smith Talent Solutions: www.TSTalentSolutions.com – A multifaceted recruitment consultancy service, combining local government access with communications to advance talent quests and build culture warriors.

Meltwater: www.TripepiSmith.com/Media-Intelligence – An enterprise-class, comprehensive media monitoring solution that is best combined with Tripepi Smith's analytics team.

APPENDIX A: RESUMES

DANA SOVINEC

TRIPEPI SMITH – SENIOR BUSINESS ANALYST **01/25 – PRESENT**

- Serves as account manager across several clients, managing account strategy, staff, budget and execution of communication initiatives
- Leads crisis communication and public relations strategy for various city clients
- Designs and executes key messaging, public outreach and engagement, community meeting facilitation and creative project production to meet client goals

STOCKTON MAYOR'S OFFICE – MAYOR'S PUBLIC INFORMATION OFFICER **01/21 – 12/24**

- Managed communications, public relations, social media, creative productions, community engagement and public information from the Mayor's Office
- Worked closely with community stakeholders on partnership opportunities
- Supported local, state and federal policy/legislative advocacy work

KEVIN LINCOLN FOR MAYOR 2020 – DIRECTOR OF STRATEGIC COMMUNICATIONS & POLICY ADVISOR **05/20 – 12/20**

- Directed and managed all strategic communications and social media for the successful mayoral campaign
- Developed policy papers, messaging platforms, grass roots outreach and creative story-telling campaigns

QUAIL LAKES BAPTIST CHURCH – CREATIVE PRODUCTIONS COORDINATOR **06/12 – 12/20**

- Designed, developed, and implemented all creative productions and special services for the church including graphic and video production, talent coaching and training, marketing and advertising of special events and story-telling campaigns

OFFICE OF THE GOVERNOR – CONSTITUENT AFFAIRS REPRESENTATIVE **03/10 – 05/12**

- Handled constituent communications and executive support on behalf of the Governor's Office

Education

SACRAMENTO STATE UNIVERSITY – SACRAMENTO, CA

- Bachelor of Arts, Government | Minor in Sociology

CERTIFICATIONS

- Hootsuite Social Marketing 01/25
- Sprout Social 01/25
- Kantata OX Fundamentals 01/25
- Emergency Response Planning & Communications – CSTI. Cal OES 05/25
- Human Resources Management University of the Pacific, Bernerd College 05/25

SOFTWARE

- Microsoft Office Suite
- Constant Contact
- Hootsuite
- Google Suite
- Canva
- Sprout Social

OLIVIA RIZZUTO

TRIPEPI SMITH – BUSINESS ANALYST **09/25 – PRESENT**

- Lead digital communications strategy, including social media management, electronic press releases and quarterly e-newsletters
- Support planning and marketing for events on behalf of nonprofit and city government clients
- Develop and implement multi-channel marketing campaigns
- Conduct regular client meetings to ensure projects are meeting business goals and deadlines
- Oversee communications budgets for clients to ensure appropriate spending and resource allocation
- Represent Tripepi Smith at high-level community events and business conferences to network and develop business opportunities

TRIPEPI SMITH – JUNIOR BUSINESS ANALYST **06/23 – 09/25**

SAN DIEGO STATE UNIVERSITY – NEW STUDENT & PARENT PROGRAMS AMBASSADOR **08/21 – 05/23**

- Help both prospective and new students make a smooth transition to university life
- Provide accurate information about SDSU policies and procedures for incoming students
- Assist first-year and transfer students and their families during orientation programming

EDUCATION

SAN DIEGO STATE UNIVERSITY – SAN DIEGO, CA

- Dual Major: Bachelor of Arts in Political Science and Sociology

CERTIFICATIONS

- Google Ads Creative 08/24
- Google Ads Display 06/24
- Google Ads Search 02/24
- Google Ads Video 02/24
- Fundamentals of Media Relations 10/23
- Sprout Social 07/23
- Constant Contact Certified Solutions Provider 07/23
- Hootsuite Social Marketing 06/23

SOFTWARE

- Canva
- Constant Contact
- Google Suite
- Microsoft Office Suite
- WordPress

TED HWANG

TRIPEPI SMITH – JUNIOR BUSINESS ANALYST 07/24 – PRESENT

- Manage internal marketing efforts, including managing social media, creating and publishing news releases and e-newsletters, coordinating conference and networking event plans, overseeing partner relations and more
- Write articles and press releases for local government agencies and private clients

CLAREMONT MARKETING GROUP – ACCOUNT MANAGER 12/23 – 05/24

- Formed and maintained relationship with sales performance software startup DataBased; scheduled and led weekly meetings with client
- Led team of four marketing associates and oversaw all client teamwork, ensuring that deadlines and quality standards were being met
- Led strategy and production of Facebook advertisements, and established a scalable funnel for quality customer outreach, converting 14% of leads, an increase from 2%

RAINTREE PARTNERS CAPITAL – WINTER PRIVATE EQUITY ASSOCIATE INTERN 10/23 – 02/24

- Utilized knowledge in financial modeling to build three due diligence CIM evaluations and create 14 investment theses for industries to be reviewed by managing partners
- Researched more than 100 private equity search acquisition target sectors by building value chain maps, containing over nodes in the environmental services industry
- Interviewed and managed a team of two interns and set and achieved goals of collectively producing 40 industry pitch decks

APERTURE RESEARCH – BUSINESS DEVELOPMENT INTERN 05/23 – 08/23

- Identified and secured four strategic client partnerships for crypto market-making service
- Developed and led new customer outreach strategy upon pivoting to real estate software, sourcing and securing one early-stage client in the Los Angeles area
- Received customer feedback and eliminated pain points to build competitive advantages
- Leveraged knowledge in Python to engineer an AI platform to assign risk scores to potential tenants and identify fraudulent leasing applications

EDUCATION

POMONA COLLEGE – CLAREMONT, CA

- Bachelor of Arts in Economics

CERTIFICATIONS

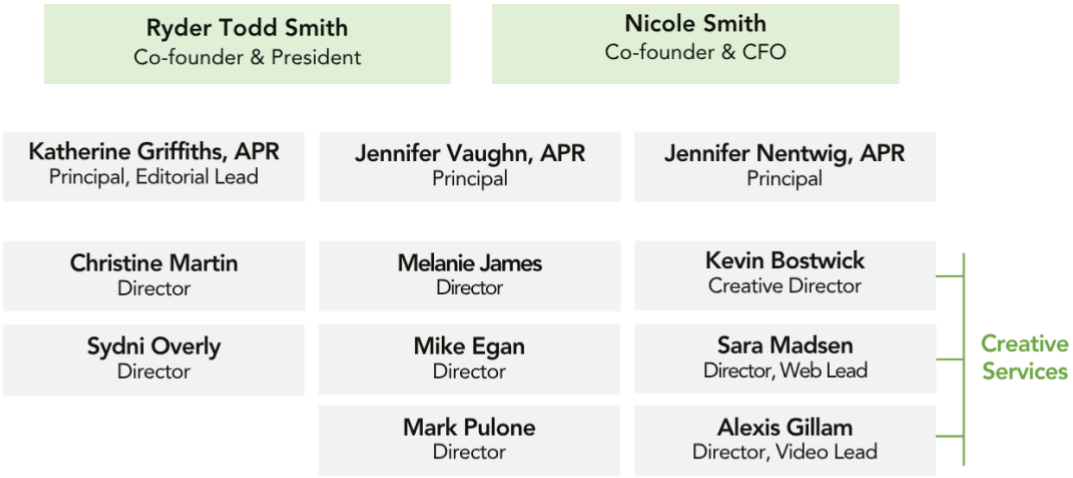
- Hootsuite Social Marketing 07/24
- Sprout Social 07/24

SOFTWARE

- Canva
- Microsoft Office Suite

APPENDIX B: TRIPEPI SMITH TEAM

Organization Chart



Sr. Business Analysts		
Kaitlyn Wu	Melanie Moore	Dana Sovinec
Devyn Fisher	Kalee Cummings	Peter Johnson
Kaetlyn Hernandez	Kylie Sun	Barbara Beran
Sienna Boyd		

Business Analysts		
Cailyn Thompson	Morgan Teruel	Devin Antonio
Valerie Nevarez	Kendall Lowery	Olivia Rizzuto
Abigail Romano	Amy Gallagher	Alexis Kalugin
Madeline Wilson	Hannah Wedepohl	Alyson Edwards
Mia Valenzuela		

Jr. Business Analysts		
Dominick Beaudine	Sarah Klem	Cameron Sullivan
Claire Blodget	Ted Hwang	Sofia Gonzalez
Julia Gale	Frank Applebaum	Ava Whitehorn
Emma Catuara	Erica Chandler	Flor Porras
Talia James	Ervin Velasquez	Paris Davis
Benjamin Smith	Nicole Weber	Abby Barahona

Designers
Kjerstin Wingert (Sr.)
Sean Talbot (Sr.)
Nina Garcia (Sr.)
Jenni Wechsler
Alexis Mendez
Jenna Haubruge (Jr.)
Jessa Laboissonniere (Jr.)

Videographers
Josh Hernandez
Nolan Voge
Michael Garcia
Jeremy Camp
Daniel Ceruti (Jr.)
Audrin Baghaie (Jr.)
Christina Haverilla (Jr.)

Website Developers
Maximilian Weirach
Kathleen Mercado (Jr.)

Task	Staff	Retainer Hrs/ Week	Rate/ Hr	Total Retainer (52 Weeks)	One Time Cost (Low)	One Time Cost (Med)	One Time Cost (High)
Digital and Social Media Management	Duran / Gonzales	5.25	$100	$27,300			
Community Enagement							
Community Surveys	Romanelli				*$15,000*	*$45,000*	*$65,000*
Meeting/Workshop Support	Romanelli	2	$250	$26,000			
Video, Photography & Audio Production							
Video, Photography & Audio services	Orion	5	$200	$52,000			
Half-day Smartphone Video Training	Shearer					$3,650	$3,650
Half-day B-roll Shoot	Shearer					$2,950	$5,900
On-Call Media Relations Support							
Media List Development	Romanelli				$250	$250	$250
Media Training for CSD Staff	Romanelli				$3,500	$3,500	$3,500
Consulting/Interview Prep	Romanelli	0.25	$250	$3,250			
Writing	Romanelli	0.5	$250	$6,500			
Story Pitching	Romanelli	0.25	$250	$3,250			

Website Content & Analytics	Duran / Gonzales	2.75	$100	$14,300			
Community Outreach Materials	Romanelli	1	$250	$13,000			
Measurement & Reporting							
Biweekly Team calls/Ongoing Consulting	Romanelli	0.25	$250	$3,250			
	Duran	0.25	$250	$3,250			
DKS - Monthly Analytics Dashboards	Duran / Gonzales	0.25	$100	$1,300			
DKS - Engagement Metrics/Performance	Duran / Gonzales	0.25	$100	$1,300			
Sub Totals		18		**$127,400**	$18,750	$55,350	$78,300
Misc. OOP Expenses/mileage, etc					$12,000	$15,000	$17,500
Total: Retainer Fees + One-Time Costs and OOP expense budget WITHOUT survey research included		**18**			**$143,150**	**$152,750**	**$158,200**
Total: Retainer Fees + One-Time Costs and OOP expense budget WITH survey research included		**18**			**$158,150**	**$197,750**	**$223,200**

FEE PROPOSAL

RATES & CONDITIONS

PROPOSED SERVICES	ANNUAL ESTIMATE	MONTHLY	ESTIMATE HOURS
Communications Strategy and Annual Editorial Planning	$18,000.00	$1,500	5-10
Digital and Social Media Management	$30,000.00	$2,500	10-15
Community Engagement	$30,000.00	$2,500	10-15
Video, Photography, and Audio Production (as needed)	$12,000.00	$1,000	5-10
Media Relations, Misinformation Monitoring, and Rapid Response	$12,000.00	$1,000	5-10
TOTAL	**$102,000.00**	**$8,500.00**	**35-45**

- **President – $275/hour**
- **Executives – $250/hour**
- **Directors – $200/hour**
- **Specialist/Design/Video/Photography – $175/hour**
- **Translator – $125/hour**
- **Support Staff – $100/hour**

CONTRACT TERMS & CONDITIONS

CV Strategies complies with all required services as described in the Request for Proposals and present this proposal, which is valid for a period of at least 90 days from the date of receipt. All data, documents, and other products used or developed in the creation of this proposal will be and remain the property of CV Strategies and may be subject to copyright. Our team is prepared to begin work on this project immediately. Either party may end this agreement by providing written notice to the other party. In the event of termination, CV Strategies shall be paid for all hours and expenses accrued up to the date of termination. CV Strategies will notify the client as we are approaching the estimated cost above.

Our firm owns and maintains all of its own equipment and supplies are included in the cost so there would be no additional charge to the client. Optional services or any variability in services rendered by CV Strategies will be billed to the client based on the hourly rate for communications services and will be agreed to by providing a signed written notice. Hard costs incurred by CV Strategies will be billed to the client with a nominal service charge of 10% (not to exceed $250 per item). This includes all anticipated hard costs such as printing, mailing, photography, video, advertising, etc. Required travel mileage will be billed at the published IRS rate. Travel time is billed at half time. All services and hard costs will be billed monthly. Invoices should be paid in full upon receipt.

FEE PROPOSAL

Hidden Valley Lake Community Services District has requested a range of necessary elements with optional additional elements. We have broken down the cost proposal into a combination of Retainer and Time & Materials to best match the elements. Both models offer a unique set of benefits:

- **Retainer:** Sustains outreach momentum by ensuring a set of recurring deliverables at a set monthly cost, usually for a period of at least 12 months.
- **Time & Materials:** Allows flexibility to "ramp up" or "ramp down" efforts according to budget and priorities.

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Service/Deliverable	Scope
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Check-In Meetings/Strategy Discussions and Reporting Plan	Virtual 30-minute check-in meeting and strategy discussion with project team each month. Includes agenda, meeting notes and recap to-do email. Creation of a reporting plan each month
Monthly Subtotal	**$3,375**
Annual Total	**$40,500**

Necessary Elements: Time & Materials

Deliverable	Scope	Estimated Cost
Community Engagement: **Public Workshop**	Planning and facilitation of up to one virtual town hall or community workshop. Includes creation of PPT deck and pre-event coordination. In-person includes travel costs. Virtual includes meeting recording and post-production (editing and adding closed captions)	$7,410/in-person workshop $4,725/virtual workshop
Community Engagement: **Community Feedback Form**	Question development and form creation (using Google Forms), analytics and summary report	$1,160
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Video, Photography and Audio Production: **2-4 Minute Video**	Pre-production, production (1 full day onsite) and post-production for a video up to 4 minutes. Includes travel costs and equipment fees	$6,750
On-Call Media Relations Support: **Press Release**	Drafting 1 press release up to 750 words. Includes research, drafting and distributing	$750
On-Call Media Relations Support: **Crisis Communications**	Includes 1 hour strategy call with a Director and Senior Business Analyst followed by a detailed action item list for both the District and Tripepi Smith	$705
	Estimated Total	**$33,585**

Optional Additional Services: Time & Materials

Deliverable	Scope	Estimated Cost
Cloud Webmaster - Website Content Management	Ongoing content development and updates to the District's website	Range based upon needs: $710 - $2,000+
Graphic Design (excludes print and mailing fees)	Flyer Brochure Mailer	$1,700 $1,750 $1,050
Newsletter Content Curation	Review of District-provided content for newsletter	$2,170
Express Communications Assessment	Kickoff meeting, 6 virtual interviews up to 1 hour each, analysis of current platforms and outreach methods/strategies, assessment report with outreach recommendations and virtual presentation to Board or Executive Team	$26,650
	Estimated Total	**$34,030**

Should HVLCSD determine Tripepi Smith is the most qualified and responsive vendor, but has a budget number that it must hit, then Tripepi Smith remains open to collaborating to narrow the scope engagement or refine our understanding of the scope needs and will modify our pricing accordingly.

As-Needed Services

Tripepi Smith will apply the following standard hourly rates and related fees for any authorized as-needed (Time & Materials) work. Such work must be clearly authorized in writing before proceeding.

2026-27 Hourly Rates	Standard	Reduced Retainer
Principal	$380	$315
Director	$265	$225
Art/Creative Director	$265	$225
Senior Business Analyst	$205	$180
Business Analyst	$150	$125
Junior Business Analyst	$115	$100
Senior Videographer/Animator	$205	$175
Senior Photographer	$175	$150
Videographer/Photographer	$140	$120
Junior Videographer/Photographer	$115	$100
Senior Graphic Designer	$195	$165
Graphic Designer	$140	$120
Junior Graphic Designer	$115	$100
Web Developer	$210	$185
Junior Web Developer	$115	$100
Drone Operator	$205	$180
Council Chamber A/V Operator	$115	$100

Invoicing & Payment Terms

At Tripepi Smith, we bill on either a Retainer, Fixed Fee or Time & Materials basis, with each billing type following its own payment schedule. Regardless, terms are Net 30 days.

- Fixed Fee work is billed upon defined milestones.
- Time & Materials work is billed in 15-minute increments (i.e. 4.0, 1.25, 6.5 or 0.75 hours) at the end of the month in which work is done.
- Retainer work is billed on the 15th of each month.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

RFQ Proposal Evaluation & Ranking Sheet

Consultant Selection — Demonstrated Competence, Qualifications & Fair/Reasonable Price | Confidential — Evaluation Committee Use Only

HVLCSD Consultant Selection Policy

HVLCSD intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. HVLCSD will review all proposals and evaluate them according to the following criteria: Completeness of the proposal • Overall public relations approach • Relevant work experience/references • Qualifications of key project team members • Level of hourly/weekly effort estimated.

The Consultant may be selected based on information included in the proposal, or may be requested to interview prior to final selection.

Project / RFQ Title:		**RFQ Number:**	
Firm / Consultant Name:		**Evaluation Date:**	
Evaluator Name:		**Evaluator Title / Role:**	

SCORING LEGEND

0 — Not Addressed	1 — Poor	2 — Below Average	3 — Meets Expectations	4 — Above Average	*Max score per criterion is listed. Score = (Raw / Max Raw) × Max Pts*

Evaluation Criteria	Max Pts	Evaluator 1	Evaluator 2	Evaluator 3	Notes / Comments
SECTION 1 — NECESSARY ELEMENTS (Required Submissions)	**Section Maximum: 20 pts**				
*Items marked * are mandatory — a score of 0 on any starred item disqualifies the proposal from further consideration.*					
* Proposal submitted by stated deadline	**Pass/Fail**				
* Proposal signed and properly executed	**Pass/Fail**				
* All required certifications, licenses & registrations included	**5**				
* Acknowledgement of all addenda (if issued)	**5**				
Evidence of required insurance coverage types and limits	**5**				
Conflict of interest disclosure / non-collusion affidavit	**5**				
Section Subtotal	**/ 20**				
SECTION 2 — COMPLETENESS OF THE PROPOSAL	**Section Maximum: 35 pts**				
Evaluate how thoroughly and clearly the proposal responds to every requirement in the RFQ.					
All sections of the RFQ addressed and in the correct order	**10**				

Responses are thorough and directly answer each requirement	**10**				
Assumptions, exclusions, and exceptions clearly noted	**5**				
Proposal is professionally presented, well-organized, and error-free	**5**				
Subcontractor / subconsultant information provided (if applicable)	**5**				
Section Subtotal	**/ 35**				

SECTION 3 — OVERALL PUBLIC RELATIONS APPROACH

Section Maximum: 35 pts

Assess the consultant's strategy for community engagement, stakeholder communication, and public outreach in the context of HVLCSD services.

Clarity and coherence of proposed PR / outreach strategy	**10**				
Approach to community engagement and stakeholder communication	**10**				
Methods for transparent, accessible public information dissemination	**5**				
Plan for handling public inquiries, complaints, and media relations	**5**				
Understanding of HVLCSD's community context and customer base	**5**				
Section Subtotal	**/ 35**				

SECTION 4 — RELEVANT WORK EXPERIENCE / REFERENCES

Section Maximum: 45 pts

Score based on the depth, relevance, and verifiability of similar projects. Conduct reference calls and record feedback in notes.

Number and scope of similar water/community services projects completed	**10**				
Comparable project scale and complexity to this engagement	**10**				
Experience working with California water agencies or similar regulatory environments	**10**				
Three (3) verifiable references provided — similar scope required	**5**				
Reference verification — quality of feedback from past clients (score after calls)	**5**				
Track record: on-budget and on-schedule performance	**5**				
Section Subtotal	**/ 45**				

SECTION 5 — QUALIFICATIONS OF KEY PROJECT TEAM MEMBERS

Section Maximum: 40 pts

Evaluate the individuals who will actually perform the work — not firm credentials alone.

Project manager qualifications, credentials, and relevant experience	**10**				

Technical staff expertise aligned to the scope of work	10				
Resumes / CVs demonstrate required licenses, certifications, and depth	10				
Team stability — key personnel committed to this project for its duration	5				
Availability / current workload allows adequate dedication to HVLCSD	5				
Section Subtotal	**/ 40**				

SECTION 6 — LEVEL OF HOURLY / WEEKLY EFFORT ESTIMATED	**Section Maximum: 25 pts**

Assess whether the estimated effort is realistic, transparent, and represents fair/reasonable pricing to the public.

Hours or weekly effort estimated per task / deliverable are realistic	8				
Hourly rate schedule provided, complete, and clearly itemized	7				
Total fee / cost proposal represents fair and reasonable pricing	5				
Effort allocation among personnel levels is appropriate to the work	5				
Section Subtotal	**/ 25**				
GRAND TOTAL SCORE	**200**				

OVERALL RANKING SUMMARY (Complete After All Proposals Are Scored)

Rank	Firm / Consultant Name	Evaluator 1	Evaluator 2	Evaluator 3	Composite Score
#1					
#2					
#3					
#4					
#5					

Interview Required? □ No — Select Based on Proposal □ Yes — Schedule Interview Before Final Selection Interview Date: _____

I certify this evaluation was completed independently and without bias.	Signature: _____	Printed Name: _____	Date: _____

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

Meeting Date: May 20, 2026

Meeting: Board Meeting

To: Board of Directors

From: General Manager

Written by: Project Manager

Project Name: Isolation Valve Installation Project

Budgeted: Yes

Budgeted Amount: $1,565,600

Cost Estimate: $186,507

Funding Source: 130

Funding Account #: 5-70-7204

Project #: 428

AGENDA ITEM #: 8

AGENDA ITEM TITLE: Consider Approval of Piazza Construction's Bid of $186,507 for the Installation of 7 Isolation Valves

SUMMARY: A total of 6 contractors bid for the FY 25-26 Isolation Valves Project under which 7 isolation valves will be installed in various locations of the water distribution system. The bids included:

Bidder	Contractor	Bid Total
1	Piazza Construction	$186,507.00
2	Terracon Constructors, Inc	$199,964.00
3	CATS4U, Inc	$215,000.00
4	North Bay Excavation, Inc	$216,500.00
5	Bear Mountain Construction	$257,654.22
6	HYPER Pro Resource & Equipment, Inc	$258,250.00

BACKGROUND/ANALYSIS: In July of 2025 the District completed the Water Distribution System Reliability Advance Assistance Project under which the drinking water distribution system was assessed for deficiencies and 65% designs for recommended improvements were drafted. One of the recommendations included the installation of additional isolation valves to reduce the impact of water shutoffs resulting from unanticipated outages or repairs.

Approximately half of the recommended isolation valves – as well as a few additional ones that were identified by the Utility Superintendent – will be installed in this first phase. The remainders will be installed in FY 26-27.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

RECOMMENDATION: Recommend approval of Piazza Construction's bid for the installation of 7 isolation valves

ATTACHMENTS:

a) Excerpt of Piazza Construction's bid
b) DCCM's Bid Tabulation Summary containing a review and recommendation of the proposal's received

PROPOSAL

For: Construction of the FY25-26 Isolation Valve Project

For the Hidden Valley Lake Community Services District, Lake County, California.

TO THE BOARD OF DIRECTORS
OF THE HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

The undersigned, as bidder, declares that it has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted to contract with the Hidden Valley Lake Community Services District, under the form of contract annexed hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the District as therein set forth, and to take in full payment thereof the following prices of the work to be done completely performed to the satisfaction of the Hidden Valley Lake Community Services District, to-wit:

Contractor's Bid Proposal

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1	Mobilization	1	LS	5,700.00	5,700.00
2	Traffic Control System	1	LS	16,500.00	16,500.00
3	(S) 6" Insertion Valve	6	EA	13,500.00	81,000.00
4	(S) 8" Insertion Valve	1	EA	14,200.00	14,200.00
5	Trench Excavation & Backfill	7	EA	7,200.00	50,400.00
6	Trench Shoring & Bracing	1	LS	1,200.00	1,200.00
7	Concrete Pad	7	EA	1.00	7.00
8	Asphalt Concrete - Trench Paving (Permanent)	7	TONS	2,500.00	17,500.00

Total Bid: **$** 186,507.00

Dollars

Written Amount

One hundred eighty-six thousand, five hundred and seven dollars.

May 6, 2026 Via: E-Mail

Paul Kelley
General Manager
Hidden Valley Lake CSD
19400 Hartmann Road
Hidden Valley Lake, CA 95467

Re: Review of Bid Proposals
FY 25-26 Isolation Valves Project

Dear Paul Kelley:

We have reviewed the bid proposals received by the District for the subject project. The following is a summary of our review.

The bid opening was held on May 5, 2026 at 1:30pm, and a total of 6 bids were received. The bid cost totals ranged from $186,507 to $258,250. The engineer's estimate was $169,500. A summary of the bids is shown in the table below:

Bidder	Contractor	Bid Total
1	Piazza Construction	$186,507.00
2	Terracon Constructors, Inc	$199,964.00
3	CATS4U, Inc.	$215,000.00
4	North Bay Excavation, Inc	$216,500.00
5	Bear Mountain Construction	$257,654.22
6	HYPER Pro Resource & Equipment, Inc	$258,250.00

A Bid Tabulation Summary, including the engineer's estimate and the six contractors' bid results, are attached. We reviewed the bid package of the low bidder, Piazza Construction, to assure that all forms and required documentation for accuracy and completeness. Piazza Construction submitted all of the required bid proposal forms, acknowledgement of Addendums and a bid bond. All of the documentation submitted was complete. Piazza Construction has a valid current contract license of Class A and valid Public Works Contractor DIR registration. Piazza Construction's bid total is 10% above the engineer's estimate.

Based on our review of the above information, Piazza Construction has the lowest responsive bid proposal, and we recommend awarding the project to Piazza Construction in the amount of $186,507.

Regards,

DCCM Infrastructure, Inc.

Heidi E. Utterback

Heidi E. Utterback
Engineering Services Manager
hutterback@dccm.com

cc: Hannah Davidson
Steve Van Saun

Hidden Valley Lake CSD - FY25-26 Isolation Valve Project
Bid Tabulation
Bid Opening: 05/05/2026 @ 1:30pm

				Engineer's Estimate		Piazza Construction		Terracon Constructors, Inc		CATS4U, Inc		North Bay Excavation, Inc		Bear Mountain Construction		HYPER Pro Resource & Equipment	
Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
1	Mobilization	1	LS	$13,000.00	$13,000.00	$5,700.00	$5,700.00	$17,059.00	$17,059.00	$17,000.00	$17,000.00	$11,180.00	$11,180.00	$28,262.26	$28,262.26	$25,000.00	$25,000.00
2	Traffic Control	1	LS	$5,000.00	$5,000.00	$16,500.00	$16,500.00	$24,876.00	$24,876.00	$28,500.00	$28,500.00	11,180.00	11,180.00	$12,640.65	$12,640.65	$6,000.00	$6,000.00
3	(S) 6" Insertion Valve	6	EA	$16,000.00	$96,000.00	$13,500.00	$81,000.00	$13,898.00	$83,388.00	$12,300.00	$73,800.00	13,395.00	80,370.00	$20,497.76	$122,986.56	$17,500.00	$105,000.00
4	(S) 8" Insertion Valve	1	EA	$19,000.00	$19,000.00	$14,200.00	$14,200.00	$14,143.00	$14,143.00	$12,800.00	$12,800.00	17,120.00	17,120.00	$22,654.20	$22,654.20	$22,000.00	$22,000.00
5	Trench Excavation & Backfill	7	EA	$1,000.00	$7,000.00	$7,200.00	$50,400.00	$5,502.00	$38,514.00	$8,600.00	$60,200.00	11,040.00	77,280.00	$7,251.53	$50,760.71	$10,500.00	$73,500.00
6	Trench Shoring & Bracing	1	LS	$5,000.00	$5,000.00	$1,200.00	$1,200.00	$7,648.00	$7,648.00	$5,655.00	$5,655.00	2,780.00	2,780.00	$3,382.82	$3,382.82	$7,850.00	$7,850.00
7	Concrete Pad	7	EA	$1,500.00	$10,500.00	$1.00	$7.00	$510.00	$3,570.00	$785.00	$5,495.00	1,030.00	7,210.00	$1,092.13	$7,644.91	$1,500.00	$10,500.00
8	Asphalt Concrete - Trench Paving	7	TONS	$2,000.00	$14,000.00	$2,500.00	$17,500.00	$1,538.00	$10,766.00	$1,650.00	$11,550.00	1,340.00	9,380.00	$1,331.73	$9,322.11	$1,200.00	$8,400.00
			Total Cost		**$169,500.00**		**$186,507.00**		**$199,964.00**		**$215,000.00**		**$216,500.00**		**$257,654.22**	**	**$258,250.00**

** Submitted their own bid proposal form

Mathmatical Error that did not effect the bid results.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

STAFF REPORT

Meeting Date: May 20, 2026

Meeting: Board Meeting

To: Board of Directors

From: General Manager

Written by: Project Manager

Project Name: Wastewater Master Plan

Budgeted: Yes

Budgeted Amount: $167,500

Cost Estimate: $167,500

Funding Source: 120

Funding Account #: 5-70-7212

Project #: N/A

AGENDA ITEM #: 9

AGENDA ITEM TITLE: Consider the Approval of GHD's Wastewater Treatment Plant Master Plan Proposal for $167,500

SUMMARY: A Wastewater Treatment Plant Master Plan will assess the remaining useful life of the wastewater treatment plant and prioritize rehabilitation needs. Such a plan will also help the District be proactive regarding community needs and regulatory compliance, and inform a future capital improvement plan under which the District will evaluate, prioritize, and schedule capital improvements.

The District issued a Request for Proposals in April of 2026 and GHD was the sole respondent. Per GHD's timeline, the plan will be completed in 7 months by the end of 2026.

BACKGROUND/ANALYSIS: The District does not have a wastewater master plan and new development near the District's service area has heightened the immediate need to evaluate its infrastructure. Staff recommend that a wastewater master plan be completed as soon as possible because the wastewater treatment plant would be significantly impacted by a new development.

A revision of the District's 2001 Water Master Plan is less urgent because the water system will be less impacted by new developments; however, it should also be revised as soon as possible.

RECOMMENDATION: Recommend approval of GHD's master plan proposal

ATTACHMENTS: GHD's *Wastewater Treatment Plant Master Plan* proposal

3200 East Camelback Road, Suite 210
Phoenix, Arizona 85018
United States
www.ghd.com

GHD ref: 12694823

April 30, 2026

Hannah Davidson
Project Manager
Hidden Valley Lake CSD

Professional Consulting Services for the Hidden Valley Lake Community Services District (District, HVLCSD) Wastewater Treatment Plant Master Plan

Dear Ms. Davidson:

GHD, Inc (GHD) is pleased to provide professional consulting services for the Hidden Valley Lake Community Services District (CLIENT). The scope of professional services to develop a Wastewater Treatment Plant Master Plan (WWMP, Plan). This Plan will help the District better understand the status of its wastewater treatment plant and serve as a guide for the development of a Capital Improvement Plan/Program.

GHD is pleased to offer the attached scope of work and fee to the Client for a lump sum fee of **$167,500**. Should you have any questions or comments regarding this scope and fee proposal, please do not hesitate to contact the undersigned.

The following sections summarizes project understanding and proposed scope of work, fee and schedule.

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Proposed Fee
- Exhibit C – Proposed Schedule
- Exhibit D – Project Key PersonneExperience
- Exhibit E – Project Experience

Regards,

Azad Kavoozi, PE
Project Manager

Bhaskar Kolluri, PE
Business Group Leader

Project Background

HVLCSD is a special district serving the Hidden Valley Lake community in southern Lake County, California. The District provides drinking water to more than 2,500 homes and a small share of businesses and provides wastewater services to 1,500 of those customers. The following information is an excerpt of the District's 2023 Sewer System Management Plan:

The District is comprised of approximately 1,882 acres and provides sewer service to nearly 1,500 residential connections and 15 commercial and institutional connections; the District does not service any heavy industrial customers. []. The District assumes ownership for the sewer lateral portion extending from the main to the service connection property line (the lower lateral) while the property owner/entity assumes the remaining portion (the upper lateral). The wastewater collection system consists of approximately 15 miles of gravity mains ranging from 4- to 18-inches in diameter, 8 pumping stations, and 1.5 miles of forced main. Collected wastewater is discharged to the Hidden Valley Lake Community Services District Regional Water Reclamation Facility (RWRF), a treatment plant located off of Grange Road, south of Putah Creek. The RWRF treats an average dry weather flow of 0.350 million gallons per day (MGD) and is capable of treating a peak flow of 0.894 MGD. Raw wastewater is treated with a series of processes including mechanical screening, extended aeration and activated sludge, clarification, direct filtration, and chemical addition processes. After providing tertiary level treatment, the RWRF discharges treated effluent to 412 acre-feet, clay-lined storage pond where it is held for golf course irrigation via 1.5 miles of reclaimed water transmission pipe; the District's Waste Discharge Hidden Valley Lake Community Services District Page 2 of 8 Development of a Wastewater Treatment Plant Master Plan Identification (WDID) Number is 5SSO10967. The storage pond is sized to hold effluent from the RWRF plus flows from a 1 in 100-year recurrence interval wet weather event, however the collection system and RWRF were not designed with the intention of collecting and treating stormwater. Data on the sewer system are collected and maintained through multiple facets: Microsoft Excel spreadsheets, in the SCADA Historian software, and on paper documents. Additional data is used from external organizations, such as the National Oceanic and Atmospheric Administration (NOAA) or the United States Geological Survey (USGS), to perform [infiltration and inflow] studies on the collection system.

Project Understanding

The aging infrastructure existing facility components require condition assessments to determine remaining useful life and prioritize rehabilitation. A proactive approach to asset management will mitigate risks, optimize lifecycle costs, and sustain long-term performance. The Wastewater Treatment Master Plan (WWMP) will serve as a strategic roadmap for HVLCSD to:

- Improve Operational Efficiency: Identify and implement measures to enhance treatment performance and reduce energy and chemical costs.
- Optimize Capital Investments: Develop a phased capital improvement plan to address short-term needs while planning for future growth.
- Leverage Advanced Technologies: Explore the feasibility of emerging wastewater treatment methods, such as Membrane Bioreactors (MBRs), to enhance system performance.
- Enhance Community and Stakeholder Collaboration: Engage key stakeholders, including the Heritage Land Bank, Solid Waste Services, and the Girdwood Board of Supervisors, to ensure alignment with community objectives and priorities.

By addressing these challenges and opportunities, the Facility Plan will enable HVLCSD to meet the evolving needs of the community while safeguarding the environment and maintaining regulatory compliance.

Exhibit A – Scope of Work

GHD will complete the proposed scope of work based on the fee estimate attached as **EXHIBIT B**. The scope is classified into five (5) key task categories listed below:

- Task 1 – Project Management, Meetings, and QA/QC and Background Document Review
- Task 2 – Water Reclamation Facility (WRF) Assessment
- Task 3 – Capital Improvement Planning
- Task 4 - Master Plan Report (WWMP)

Task 1 – Project Management, Meetings and Background Document Review

Subtask 1.1 – Project Management

GHD will manage the project scope, budget, schedule, resources, quality assurance, and stakeholder engagement throughout the duration of the project, including close-out activities. GHD will develop and provide a design schedule to the CLIENT and OWNER. At project close-out, GHD will compile all project work products—including design documents, reports, meeting agendas and minutes, and other deliverables.

Subtask 1.2 – Kick-off Meeting

GHD will coordinate and attend up to one (1) project kick-off meeting with the GHD and CLIENT to define the lines of communication, project schedule, and discuss the goals and outcome intended for the project. GHD will facilitate a collaborative kick-off session to understand growth areas, planned local developments, and historic planning efforts in the context of HVLCSD's existing wastewater infrastructure. Initial efforts will focus on addressing unique challenges and opportunities specific to the Wastewater Treatment Facility

GHD assumes the meeting will be held virtually.

Subtask 1.3 – Progress Meetings

GHD will coordinate and attend up to four (4) monthly status meetings with CLIENT throughout the duration of the Project. GHD will discuss comments, capture input, and review the regulatory permit application material. GHD will provide the agenda and distribute minutes after the meetings. GHD assumes these meetings will be held virtually with a duration of up to one (1) hour.

Subtask 1.5 – Information Gathering / Data Collection

GHD will conduct an initial site visit upon starting the project. The site visit will assume two GHD Engineers traveling to the site location to collect Facility as-builts, SCADA data, previous sampling data, operation and performance data, and additional information required to assist GHD in the performance process evaluation.

GHD will prepare and submit a request for information (RFI) to CLIENT and OWNER to support the investigation of the existing water system and design of improvements. The RFI may include, but is not limited to, water quality data, utility records, as-builts, control strategies, performance data, compliance records, equipment data sheets, and any additional information needed to support the work herein.

Review of Existing Data:

- Evaluate existing relevant reports, studies, and other available data provided by CLIENT.
- A data usability review, including QA/QC measures such as field duplicates, and evaluations of accuracy, precision, completeness
- Assessment of data gaps.
- Compilation and evaluation of operational records
- Collection and review of as-built drawings of well infrastructure, existing treatment systems (if any), electrical, and instrumentation
- SCADA data related to well operations and water quality monitoring

Assumptions:

- No additional sampling will be required to support the data review activities. The review will rely solely on existing data sets.
- The data and information will be readily available and attainable upon request from known sources.

Task 1 Deliverables

- Draft Background Review Technical Memorandum, present findings to District staff,
- Final Background Review Technical Memorandum

Task 2 – Water Reclamation Facility (WRF) Assessment

Subtask 2.1 – Process Evaluation

GHD will use as-builts, diagrams, operational data, and water quality data provided by CLIENT to perform a facility-wide risk and vulnerability assessment to identify systems and components most susceptible to failure or requiring attention.

Subtask 2.2 – Recycled Water Conveyance and Demands Assessment

GHD will use as-builts, diagrams, operational data, and water quality data previously provided by CLIENT to conduct visual condition assessments of key treatment systems, including biosolids and recycled water facilities, by relevant technical disciplines (e.g., civil, mechanical, electrical).

Subtask 2.3 – Draft WRF Assessment Technical Memorandum

GHD will prepare a draft WRF Assessment Technical Memorandum and present findings to District staff.

Subtask 2.4 – Final WRF Assessment Technical Memorandum

GHD will incorporate comments from the draft WRF Assessment Technical Memorandum presented to District staff into a Final WRF Assessment Technical Memorandum.

Task 2 Deliverables

- Draft WRF Assessment Technical Memorandum, preset findings to District staff,
- Final WRF Assessment Technical Memorandum

Task 3 – Capital Improvement Planning

Subtask 3.1 – Capital Improvement Planning Alternatives

Based on the information gathered under Task 1.2 and Task 2, GHD will consider improvement projects, considering two or more alternatives for rehabilitating/improving the WRF evaluated based on criteria including risk, cost, operational impact, and regulatory compliance as key factors.

Subtask 3.2 – Capital Improvement Planning Cost Estimates

GHD will prepare planning-level cost estimates for the proposed capital improvements and their alternatives, including soft costs and escalation. Considerations will be made for projected future growth/development in capital improvement recommendations. Facilitate discussions to confirm project priorities and refine the phased implementation plan.

Subtask 3.3 – WRF Expansion Alternative Analysis Technical Memorandum

GHD will prepare a draft WRF Expansion Alternative Analysis Technical Memorandum, present findings and recommendations to District staff, and incorporate comments into a Final WRF Expansion Alternative Analysis Technical Memorandum.

Subtask 3.4 – Prioritized List of WRF Improvement Projects

GHD will develop a prioritized list with CLIENT's feedback of WRF improvement projects for over the next 20 years.

Task 3 Deliverables

- Draft WRF Expansion Alternative Analysis Technical Memorandum, present findings and recommendations to District staff,
- Final WRF Expansion Alternative Analysis Technical Memorandum

Task 4 – Master Plan Report

Subtask 4.1 – Draft WWMP

Based on the information gathered under Task 2 and 3, GHD will Compile and synthesize all technical evaluations, project recommendations, and capital improvement plans into a comprehensive Wastewater Treatment Plant Master Plan document. GHD will submit the draft WWMP, to CLIENT for review and comment prior to submitting the final WWMP.

Subtask 4.1 – Final WWMP

Based on the review meeting and feedback from CLIENT of the draft WWMP, GHD will incorporate changes and submit the final WWMP to CLIENT.

Task 4 Deliverables

- Draft WWMP for District review and incorporate one round of consolidated comments.
- Final WWMP in Microsoft Word and PDF formats

Assumptions & Exclusions

GHD applied the following assumptions in developing this proposed scope of work and fee estimate. CLIENT is responsible for review and agreement with all assumptions. If assumptions change during the project, GHD shall notify the CLIENT of those changes, and impacts that may change the scope and/or fee for GHD to successfully complete the project:

- This scope of work excludes all water quality testing and associated fees.
- Deliverables submitted to the project representatives and/or CLIENT will be reviewed, and written feedback and comments will be provided to GHD within ten (10) business days.
- CLIENT will provide requested information, if available.
- CLIENT will provide and coordinate access to the sites.
- This proposal excludes design services beyond those detailed and described in the scope of work.
- This proposal excludes permitting services.
- Any effort requested beyond the scope defined above, is excluded. However, additional effort can be requested by the GHD to be completed on a time and materials basis, above and beyond this scope and fee proposal.
- The Draft Report will be updated one (1) time after receiving review comments from the CLIENT and OWNER.

Tentative Project Schedule

GHD estimates a duration of up to 7 months to deliver the above scope, which is dependent on the CLIENT providing the requested information in a timely manner. The schedule is subject to the project Notice-to-Proceed (NPT) date. The duration takes into account the impact of holidays and need for a completed plan by the end of the year 2026.

Fees

GHD shall complete the proposed scope of work for the fee provided in **Exhibit B** on a lump sum basis. The project will be billed monthly. If additional services are requested by the CLIENT, beyond the scope defined in **Exhibit A** and/or the level of effort defined in **Exhibit B**, GHD may provide these additional services on a lump sum basis.

Exhibit B – Proposed Fee

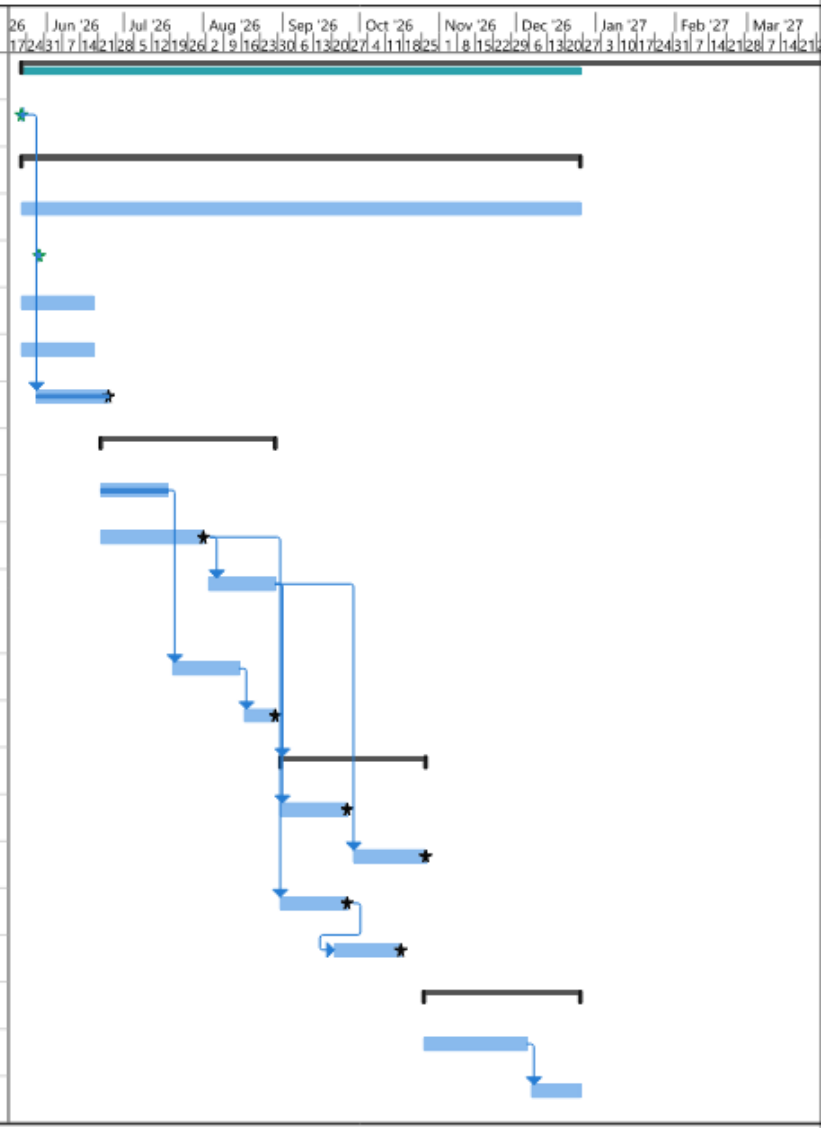
Wastewater Treatment Plant Master Plan
12694823

Description		Ryan Crawford *Project Director* $280	Michelle Marsh *Senior Project Manager* $270	Azad Kavoosi *QA/QC* $270	Coenraad Pretorius *Senior Process Specialist* $322	Hector Ruiz *Asset Management Specialist* $312	Gonzalo Roberts Cervantes *Structural Engineer* $280	Parker Smith *Project Engineer* $145	Ricardo Naranjo *AutocCAD* $145	Jarod Calderon *Admin* $147	Total Hours	Labor Total	Estimated Project Total
Task1	***Project Management, Meetings and Background Document Review***	***6***	***14***	***18***	***10***	***10***	***6***	***34***	***0***	***0***	***98***	***$23,270***	***$23,270***
Subtask 1.2	Kickoff Meeting	2	2	2	2	2	2	2	0	0	14	$3,758	$3,758
Subtask 1.3	Meetings	4	8	4	4	4	2	12	0	0	38	$9,196	$9,196
Subtask 1.4	QA/QC	0	0	8	0	0	0	0	0	0	8	$2,160	$2,160
Subtask 1.5	Background Document Review	0	4	4	4	4	2	20	0	0	38	$8,156	$8,156
Task2	***Water Reclamation Facility (WRF) Assessment***	***0***	***20***	***40***	***40***	***40***	***20***	***90***	***12***	***12***	***274***	***$63,714***	***$63,714***
Subtask 2.1	Water Reclamation Facility (WRF) Assessment	0	4	8	8	8	4	20	0	0	52	$12,332	$12,332
Subtask 2.2	Process Evaluation and Model	0	4	8	8	8	4	20	0	0	52	$12,332	$12,332
Subtask 2.3	Recycled Water Conveyance and Demands Assessment	0	4	8	8	8	4	20	0	0	52	$12,332	$12,332
Subtask 2.4	Draft WRF Assessment Technical Memorandum	0	4	8	8	8	4	20	8	8	68	$14,668	$14,668
Subtask 2.5	Final WRF Assessment Technical Memorandum	0	4	8	8	8	4	10	4	4	50	$12,050	$12,050
Task3	***Capital Improvement Planning***	***0***	***0***	***32***	***32***	***32***	***16***	***80***	***12***	***12***	***216***	***$48,512***	***$48,512***
Subtask 3.1	Capital Improvement Planning Alternatives	0	0	8	8	8	4	20	0	0	48	$11,252	$11,252
Subtask 3.2	Capital Improvement Planning Cost Estimates	0	0	8	8	8	4	20	0	0	48	$11,252	$11,252
Subtask 3.3	WRF Expansion Alternative Analysis Technical Memorandum	0	0	8	8	8	4	20	8	8	64	$13,588	$13,588
Subtask 3.4	Prioritized List of WRF Improvement Projects	0	0	8	8	8	4	20	4	4	56	$12,420	$12,420
Task4	***Master Plan Report (WWMP)***	***0***	***0***	***8***	***16***	***16***	***8***	***60***	***30***	***30***	***168***	***$32,004***	***$32,004***
Subtask 4.1	Draft WWMP	0	0	4	8	8	4	40	20	20	104	$18,912	$18,912
Subtask 4.2	Final WWMP	0	0	4	8	8	4	20	10	10	64	$13,092	$13,092
	Total Labor Hours	***6***	***34***	***98***	***98***	***98***	***50***	***264***	***54***	***54***			
	Estimated Project Total	**$1,680**	**$9,180**	**$26,460**	**$31,556**	**$30,576**	**$14,000**	**$38,280**	**$7,830**	**$7,938**	**756**	**$167,500**	**$167,500**

Exhibit C – Proposed Schedule

Development of a
Wastewater Treatment Plant Master Plan
Proposed Baseline Schedule

ID	Task Name	Duration	Start	Finish
1	**HVLCSD Wastewater Treatment Plant Master Plan**	**367 days**	**Fri 5/22/26**	**Mon 10/18/27**
2	**Contract Approval/NTP**	**1 day**	**Fri 5/22/26**	**Fri 5/22/26**
3	**Task 1 - Project Management**	**156 days**	**Fri 5/22/26**	**Fri 12/25/26**
4	1.1 - Project Management	156 days	Fri 5/22/26	Fri 12/25/26
5	1.1 - Project Kick-off Meeting With HVLCSD	1 day	Thu 5/28/26	Thu 5/28/26
6	1.2 - Meetings	20 days	Fri 5/22/26	Thu 6/18/26
7	1.3 - QA/QC	20 days	Fri 5/22/26	Thu 6/18/26
8	1.2 - Background Document Review	20 days	Thu 5/28/26	Wed 6/24/26
9	**Task 2 - Water Reclamation Facility (WRF) Assessm**	**50 days**	**Mon 6/22/26**	**Fri 8/28/26**
10	2.1 - Water Reclamation Facility (WRF) Assessment	20 days	Mon 6/22/26	Fri 7/17/26
11	2.2 - Process Evaluation and Model	30 days	Mon 6/22/26	Fri 7/31/26
12	2.3 - Recycled Water Conveyance and Demands Assessment	20 days	Mon 8/3/26	Fri 8/28/26
13	2.4 - Draft WRF Assessment Technical Memorandum	20 days	Mon 7/20/26	Fri 8/14/26
14	2.5 - Final WRF Assessment Technical Memorandum	10 days	Mon 8/17/26	Fri 8/28/26
15	**Task 3 - Capital Improvement Planning**	**40.8 days**	**Mon 8/31/26**	**Mon 10/26/26**
16	3.1 - Capital Improvement Planning Alternatives	20 days	Mon 8/31/26	Fri 9/25/26
17	3.2 - Capital Improvement Planning Cost Estimates	20 days	Mon 9/28/26	Mon 10/26/26
18	3.3 - Capital Improvement Planning Cost Estimates	20 days	Mon 8/31/26	Fri 9/25/26
19	3.4 - Prioritized List of WRF Improvement Projects	20 days	Mon 9/21/26	Fri 10/16/26
20	**Task 4 - Master Plan Report (WWMP)**	**45 days**	**Mon 10/26/26**	**Fri 12/25/26**
21	4.1 - Draft WWMP	30 days	Mon 10/26/26	Fri 12/4/26
22	4.2 - Final WWMP	15 days	Mon 12/7/26	Fri 12/25/26



GHD Inc. Page 1 HVLCSD

Exhibit D – Key Personnel Experience



Azad Kavoosi, PE, PEng, PMP | Project Manager

Azad brings extensive experience as a project manager and process designer, specializing in planning, designing, modeling, and constructing wastewater treatment plants for municipal clients. His expertise in biological modeling using industry-leading tools such as GPS-X, BioWin, and SUMO is particularly valuable for optimizing and simulating municipal wastewater treatment and biosolids processes. Azad led the process mechanical team for a design-build project at the City of Winnipeg's headworks facility, a state-of-the-art plant with a peak capacity of 330 MG/d. His technical expertise extends to open-channel hydraulics and advanced wastewater treatment processes, making him exceptionally well-suited for the challenges of the District's WWMP. Over the past four years, Azad has managed multiple wastewater treatment plant upgrade projects with a combined capital value >$150 million. His clients have included municipalities, such as the Region of Niagara, the City of Toronto, the Town of Bradford, and the Town of Innisfil—demonstrating his ability to deliver projects for communities with challenges and needs similar to those of HVLCSD. Currently, Azad serves as the project manager for three major upgrade projects at the Inland Empire Utilities Agency's RP-1 and Carbon Canyon facilities. These projects involve significant upgrades to various process areas, highlighting his expertise in handling complex, multi-disciplinary plant improvements.

Qualifications	MS, Chemical Engineering, University of Toronto; MS, Civil Engineering/Environmental, Sharif University of Technology; BS, Civil Engineering, Sharif University of Technology; Biological Process Design and Modelling, IHE DELFT University; Desalination, and Membrane Technology, IHE DELFT University; Civil Engineer, NV #031903; Professional Engineer, ON #10019409, MB #4617; Project Management Professional, Project Management Institute	**Yrs. Exp.**	17



Bhaskar Kolluri, PE | Project Director

Bhaskar has 20 years of experience leading the design and construction of water and wastewater infrastructure projects. His experience includes design and construction of pump stations, reservoirs, well equipping, and pipeline planning and design. Over the course of his career, Bhaskar Kolluri has served as a project manager and technical lead for several complex pump stations in Arizona and Texas, including potable and recycled water pump stations, wastewater lift stations, stormwater pump stations, and pump station retrofit projects. Bhaskar also has a strong technical understanding of pipeline rehabilitation and led several small to large diameter potable and sewer line rehabilitation projects.

Qualifications	MS, Environmental Engineering, University of Texas, El Paso; BS, Environmental Management, Andhra University; Civil Engineer, AZ #48217, NV #27635	**Yrs. Exp.**	20



Coenraad Pretorius, PE | Senior Process Specialist

Coenraad is a globally recognized expert in wastewater treatment and recycling, with 30 years of experience in process design and optimization. As GHD's former Service Line Leader for Wastewater Treatment and Recycling in North America, Coenraad collaborated with engineers worldwide to develop innovative, sustainable solutions for wastewater treatment facilities. His expertise makes him an invaluable resource for the Districts' WWMP project. Coenraad's extensive experience encompasses biological nutrient removal, secondary treatment design, capacity rating, process modeling, oxygen transfer, and grit removal. Recently, he has focused on process control and energy-saving strategies, particularly in optimizing mixing and aeration in aeration basins and anaerobic digesters. His ability to integrate cutting-edge strategies for energy efficiency and process optimization will be critical to addressing District's WWMP's unique challenges, including low-temperature influent and operational variability

Qualifications	BS, Chemical Engineering, University of Stellenbosch; BS (Honors), Microbiology, University of Cape Town; BS, Genetics and Biochemistry, University of Stellenbosch; Civil Engineer, CA #63203	Yrs. Exp.	30



Hector Ruiz, PE | Asset Management Specialist

Hector brings over 34 years of extensive experience in utility management and wastewater engineering, with expertise spanning the planning, design, construction, and operation of complex water, wastewater, and stormwater systems. His background includes leading improvements and upgrades to wastewater treatment plants, lift stations, gravity sewer mains, and sewage force mains. Hector's deep understanding of utility systems ensures a holistic approach to infrastructure planning and management. Hector's expertise in utility management and wastewater system optimization makes him a vital asset for the District's WWMP Facility Plan. His ability to balance operational priorities, regulatory compliance, and financial sustainability ensures that HVLCSD will receive actionable, value-driven recommendations. Hector's deep understanding of public sector operations and infrastructure management allows him to approach challenges with a practical, owner-centric perspective, ensuring the success of the project.

Qualifications	MS, Civil and Environmental Engineering and Science, Stanford University; BS, Civil Engineering, California State Polytechnic University, Pomona; Civil Engineer, CA #55245	Yrs. Exp.	34



Gonzalo Roberts Cervantes, PE | Structural Engineer

Gonzalo is a California-licensed professional engineer in Los Angeles, California with over 15 years of experience in both the design of new structures and seismic retrofit and/or evaluation of existing buildings in a wide variety of sectors, including healthcare, research labs, central utility plans, higher education, commercial projects, and civil and water infrastructure. Gonzalo has extensive experience in design-build projects and excels in fast-track and complex projects employing creative approaches that leverage state-of-the-art structural engineering techniques and collaborative engagement of the entire project team. Gonzalo was the Structural Lead for HVLCSD's Filber Effluent Structure Rehabilitation Project. He led the structural modifications to existing concrete basins with the objective to keep the plan operational while the old effluent structure was taking off-line during construction

Qualifications	MS, Earthquake Engineering, State University of New York; ME, Structural Analysis of Monuments and Historical Constructions, University of Minho (Portugal) - University of Catalonia, Spain; BS, Civil Engineering, National University of San Agustin, Peru; Civil Engineer, CA #80836	Yrs. Exp.	15

Exhibit E – Project Experience

Similar Projects within the Last 5 Years | Various Clients and Locations

	Master Planning/CIP Planning	Project Management - OE and/or Detailed Design	Condition Assessment/Condition Analysis	Rehab of Existing Treatment Facilities	Surface Water & Groundwater Process Treatment Design	Design Standards/Guidelines or O&M Optimization	Structural Design Review/Rehab	Electrical Design Review/Rehab	Process Optimization	Asset Planning	Construction Cost Estimate	Project Funding	CMMS	Spare Parts Strategy	Confined Space Entry	Startup & Commissioning/ Operations Support
Lenain WTP Master Plan & Rehabilitation/Expansion, City of Anaheim	•	•	•	•	•	•	•		•	•	•				•	•
Reverse Osmosis Water Treatment Plant Rehabilitation, City of Beverly Hills		•	•	•	•		•	•	•	•	•					•
Olympic Well Field Restoration and Arcadia WTP Expansion, City of Santa Monica		•	•	•	•		•	•	•	•	•		•	•	•	•
Asset Management (AM) Advisory Services and Groundwater Well AM Plan, San Jose Water	•		•		•	•			•	•	•					
Roemer Water Filtration Facility Expansion, West Valley Water District	•	•			•	•	•	•		•	•	•	•			•
Carlsbad Ocean Water Desalination Plant, Poseidon Resources	•	•			•	•	•	•		•	•	•	•			•
On-Call Engineering Services, Inland Empire Utilities Agency	•	•	•	•	•	•	•		•	•	•		•	•	•	•
Doheny Desalination Project, South Coast Water District	•	•			•	•	•	•	•	•	•	•	•			
Otay Water Treatment Plant, Orion Construction		•	•	•	•		•	•	•	•	•					•
GRIP AWTF, Water Replenishment District of Southern California	•	•			•	•	•	•	•	•	•	•	•	•		•
Huntington Beach Seawater Desalination, Poseidon Resources	•	•							•	•						
Engineering Design Guidelines, Inland Empire Utilities Agency		•	•	•		•	•	•	•	•	•		•	•	•	•
3A WRP, Moulton Niguel Water District	•	•	•	•			•	•	•	•	•					
CCWRF Asset Management Package III, Inland Empire Utilities Agency		•	•	•	•	•	•	•		•	•				•	
Strategic Asset Management Plan and CMMS Implementation, Water Facilities Authority	•		•							•			•			
Collection System Condition Assessment & Maintenance Optimization, Inland Empire Utilities Agency	•		•			•				•						
Roemer Water Filtration Facility Expansion, West Valley Water District	•	•	•	•	•	•	•	•		•	•	•		•		•

Millbrae Water Pollution Control Plant (WPCP) – Wastewater Treatment Plant Master Plan

Client

City of Millbrae, California
Contact: Nicole Tandel, PE – Senior Civil Engineer
Email: ntandel@ci.millbrae.ca.us
Phone: (650) 259-2545 | Mobile: (650) 942-1728

Project Description and Timeline

GHD supported the City of Millbrae in development of a comprehensive Wastewater Treatment Plant Master Plan for the Millbrae Water Pollution Control Plant (WPCP), which provides primary and secondary treatment for municipal wastewater generated by approximately 21,000 residents prior to discharge to the Lower San Francisco Bay. The project evaluated treatment capacity, process performance, structural condition, regulatory compliance, operational reliability, and energy efficiency. The effort included condition and risk screening of major treatment units, residuals handling systems, electrical and control infrastructure, and site civil features, and resulted in a prioritized Capital Improvement Program (CIP).
Expected Timeline: Q4 2026
Actual Timeline: Q4 2026

Project Cost

Estimated Cost: $400,000
Actual Cost: $400,000

Description of Services by Consultant

- Wastewater treatment plant master planning
- Facility condition and risk assessment
- Capacity, loading, and regulatory compliance evaluation
- Review of historical flow and performance data
- Evaluation of treatment, residuals, electrical, controls, and civil systems
- Development of upgrade alternatives and a prioritized CIP

Total Value of Services Provided by Consultant

400,000

Project Team

Project Manager: Jack Sutton
Key Personnel: Jack Sutton, Abigail Harbeck, Azad Kavoosi
Subconsultants: NA

Town of Wickenburg – Wastewater Collection System and Treatment Plant Master Plan

Client

Town of Wickenburg
Contact: Matt Egan
Email: megan@wickenburgaz.gov
Phone: 928-668-0559
Address: 553 E. Wickenburg Way, Wickenburg, AZ 85390

Project Description and Timeline

GHD prepared a comprehensive Wastewater System Master Plan evaluating both the municipal wastewater collection system and the South Wastewater Treatment Plant. The project included system-wide hydraulic modeling, lift station and force main evaluation, flow and loading projections, inflow and infiltration assessment, treatment process evaluation, and development of cost-effective expansion alternatives. The study produced a defensible framework for regulatory compliance and capital improvement prioritization.
Expected Timeline: Q2 2022-Q2 2024
Actual Timeline: Q3 2024

Project Cost

Estimated Cost: $80,000
Actual Cost: $100,000

Description of Services by Consultant

- Wastewater system master planning
- Sanitary sewer hydraulic modeling
- Capacity and condition evaluation
- Inflow and infiltration assessment
- Treatment plant process evaluation
- Capital improvement prioritization

Total Value of Services Provided by Consultant

$100,000

Project Team

Project Manager: Nicolas Gonzalez, PE
Key Personnel: Adam Fisher, Dustin Taylor, Abigail Harbeck
Subconsultants: NA

Atascadero State Hospital – WWTP & Sewer Improvements Master Planning Study

Client

Department of State Hospitals, California

Project Description and Timeline

GHD completed a planning-level master planning study for Atascadero State Hospital covering the wastewater treatment plant, sewer collection system, and disposal facilities. The study included WWTP condition assessment, hydraulic capacity evaluation, development of upgrade alternatives, and integration of CCTV investigations with NASSCO scoring. A planning-level Capital Improvement Program (~$18M) was developed incorporating future hospital expansion.
Expected Timeline: 2024
Actual Timeline: 2024

Project Cost

Estimated Cost: $300,000
Actual Cost: $300,000

Description of Services by Consultant

- WWTP, sewer collection, and disposal facilities master planning
- WWTP condition assessment
- Hydraulic and treatment capacity evaluation
- CCTV investigations and NASSCO scoring integration
- Development of a planning-level CIP

Total Value of Services Provided by Consultant

$300,000

Hidden Valley Lake Community Services District
Projects Update Report
April/May 2026

Board List of Priorities

- Underground infrastructure rehabilitation
  - Sewer mainlines
    - Infiltration and inflow (I/I)
- SCADA improvements
  - General updates
  - Cybersecurity updates – in progress
- Redwood water tank replacements
  - Contact tank – FEMA subapplication submitted; designs in progress
  - Tank 1A
  - Tank 1B
  - Tank 4A
- Permanent generator procurement
  - Wellfield – FEMA subapplication submitted; designs in progress
  - Unit 9 tank site
- Water quality
  - Hexavalent Chromium compliance – in progress

Defensive Space and Ignition Resistant Construction Project

- **4/2/26:** Draft bid documents/specifications received; review and revisions in progress.
- New Scope of Work change in progress:
  - Removal of Tank 4 construction
  - Redesign metal well structures with CMU materials



Project Amount
$1,455,722.37

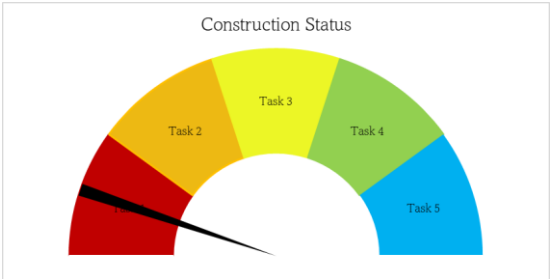
Reimbursed to Date*
$28,281.91
*does not include 10% retention reimbursement

Project Amount		Expenditures		Balance (amount prior to FEMA 75% reimbursement)
$1,455,722.37	-	$28,281.91	=	**$1,427,440.46**





Task 1: Bid development, solicitation & award
Task 2: Mobilization
Task 3: Site prep, purchases
Task 4: Begin defensive space, begin off-hauling, & begin wellhead ignition-resistant construction
Task 5: Complete defensive space & complete wellhead ignition-resistant construction

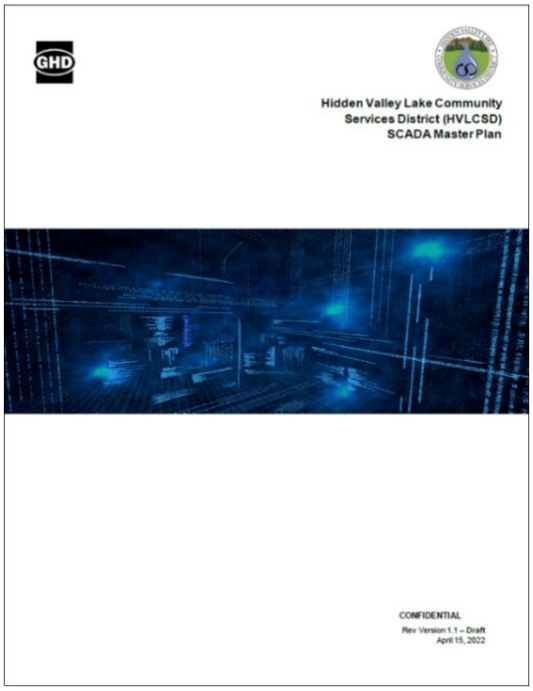


SCADA Cybersecurity Enhancement Project

- GHD equipment procurement in progress – to arrive in multiple shipments between May-June (delayed)

Project Amount	Reimbursed to Date
$250,000	$52,895

Project Amount		Expenditures		Balance
$250,000	-	$52,895	=	**$197,105**



Task 1: Software upgrade & data migration
Task 2: Hardware procurement & replacement of existing equipment
Task 3: Network boundary protection improvements
Task 4: Investigation & troubleshooting of existing network issues
Task 5: Next steps for SCADA/cybersecurity enhancements
Task 6: Staff training



Water Storage Tank Wildfire Mitigation Project
&
Wellfield-Water Plant Generator Project

- **4/28/26:** Contact tank 60% designs completed and delivered to FEMA
- **4/30/26:** Wellfield generator 60% designs completed and delivered to FEMA

California Wildfires and Straight-line Winds

DR-4856-CA

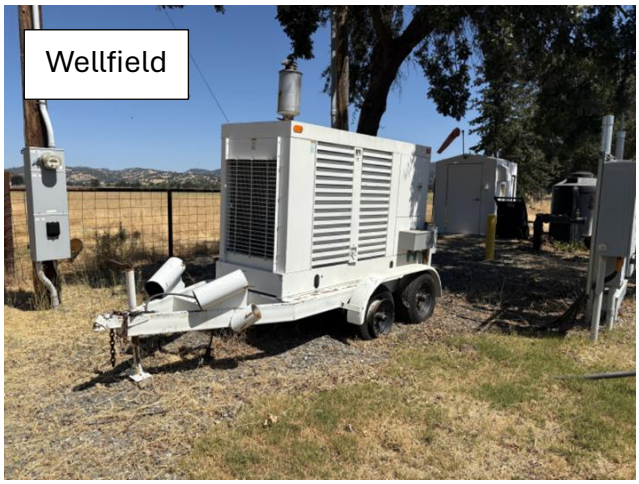


Incident Period: Jan 7, 2025 - Jan 31, 2025
Declaration Date: Jan 8, 2025

Quick Links

- **Recovery resources:** State & Local | National
- **Connect:** Social Media | Mobile App & Text
- **24/7 counseling:** Disaster Distress Helpline





Project Updates continued...

Firemain Linked Auxiliary Supply/Hydraulic Energy Storage (FLASHES)

- **4/2/26:** CPUC approved the proposed amendments to the Grant Agreement
- **Next steps:** Execute the Microgrid Incentive Program agreements with PG&E

Stormwater Mitigation

- Management is reevaluating the flood detention basin and corresponding property ownership and deficiencies.

Brambles

- **In progress:** Awaiting Brambles action on Cost Share Agreement, Road Maintenance Agreement, and Outside Service Agreement to Brambles staff for review. Upon approval of such agreements, and upon executing a new easement, the District will submit the LAFCo annexation application on behalf of Brambles.
- **In progress:** Site survey for new road easement

Regulatory Compliance – Reclamation Pond pH & Title 22 Revision

- One month of samples have been collected throughout the reclamation pond to better understand the water's chemistry. Results will guide sludge removal methods (i.e., physical or chemical removal methods); meeting pending.

Regulatory Compliance – Hexavalent Chromium

- **4/2/26:** Consultants collected samples at both active and monitoring well sites to fill in data gaps regarding hexavalent chromium levels throughout Hidden Valley Lake and nearby areas.
- **Next steps:** Pending meeting to review groundwater sample results

Valley Oaks Development

- **June agenda:** Adoption of a Resolution to fully annex the Valley Oaks development area into the District's service area.



MAY 2026

Finance Committee

Documents and Reports

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

120-SEWER ENTERPRISE FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
ALL REVENUE	2,461,445.00	202,585.45	2,057,348.03	404,096.97	83.58
TOTAL REVENUES	2,461,445.00	202,585.45	2,057,348.03	404,096.97	83.58
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	1,279,207.00	81,743.44	1,075,665.68	203,541.32	84.09
ADMINISTRATION	529,659.00	33,174.83	389,685.42	139,973.58	73.57
FIELD	573,773.00	38,328.28	415,374.11	158,398.89	72.39
DIRECTORS	83,806.00	6,821.97	63,533.31	20,272.69	75.81
CAPITAL PROJECTS & EQUIP	690,607.00	68,460.14	275,736.12	414,870.88	39.93
TOTAL EXPENDITURES	3,157,052.00	228,528.66	2,219,994.64	937,057.36	70.32
REVENUES OVER/(UNDER) EXPENDITURES	(695,607.00)	(25,943.21)	(162,646.61)	(532,960.39)	23.38

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

120-SEWER ENTERPRISE FUND

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-4020 INSPECTION FEES	500.00	0.00	0.00	500.00	0.00
120-4036 DEVELOPER FEES SEWER	0.00	3,250.00	12,719.80	(12,719.80)	0.00
120-4040 LIEN RECORDING FEES	0.00	0.00	0.00	0.00	0.00
120-4045 AVAILABILITY FEES	9,000.00	0.00	4,541.40	4,458.60	50.46
120-4050 SALES OF RECLAIMED WATER	245,610.00	4,088.96	116,170.63	129,439.37	47.30
120-4111 COMM SEWER USE	103,204.00	8,038.03	69,764.85	33,439.15	67.60
120-4112 GOV'T SEWER USE	1,200.00	133.90	1,404.04	(204.04)	117.00
120-4116 SEWER USE CHARGES	2,059,031.00	181,065.78	1,764,688.16	294,342.84	85.70
120-4210 LATE FEE	35,000.00	4,297.30	41,617.68	(6,617.68)	118.91
120-4300 MISC INCOME	100.00	0.00	2.05	97.95	2.05
120-4310 OTHER INCOME	1,000.00	1,711.48	10,347.61	(9,347.61)	1,034.76
120-4320 FEMA/CalOES GRANTS	0.00	0.00	29,916.94	(29,916.94)	0.00
120-4325 GRANTS	0.00	0.00	0.00	0.00	0.00
120-4505 LEASE INCOME	0.00	0.00	0.00	0.00	0.00
120-4550 INTEREST INCOME	6,800.00	0.00	6,174.87	625.13	90.81
120-4580 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
120-4591 INCOME APPLICABLE TO PRIOR YRS	0.00	0.00	0.00	0.00	0.00
120-4955 Gain/Loss	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,461,445.00	202,585.45	2,057,348.03	404,096.97	83.58

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

120-SEWER ENTERPRISE FUND

NON-DEPARTMENTAL

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-00-5010 SALARY & WAGES	0.00	0.00	0.00	0.00	0.00
120-5-00-5020 EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00
120-5-00-5021 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00
120-5-00-5024 WORKERS' COMP INSURANCE	35,000.00	0.00	15,588.96	19,411.04	44.54
120-5-00-5025 RETIREE HEALTH BENEFITS	18,028.00	635.51	6,517.11	11,510.89	36.15
120-5-00-5026 COBRA Health & Dental	0.00	0.00	0.00	0.00	0.00
120-5-00-5040 ELECTION EXPENSE	2,500.00	0.00	0.00	2,500.00	0.00
120-5-00-5050 DEPRECIATION	0.00	0.00	0.00	0.00	0.00
120-5-00-5060 GASOLINE, OIL & FUEL	28,000.00	926.67	8,850.14	19,149.86	31.61
120-5-00-5061 VEHICLE MAINT	15,000.00	1,644.13	16,584.67	(1,584.67)	110.56
120-5-00-5062 TAXES & LIC	800.00	0.00	110.88	689.12	13.86
120-5-00-5064 GENERATOR MAINT	21,000.00	0.00	16,970.46	4,029.54	80.81
120-5-00-5074 INSURANCE PROPERTY/LIABILI	151,000.00	0.00	150,052.78	947.22	99.37
120-5-00-5075 BANK FEES	40,000.00	2,660.28	26,589.29	13,410.71	66.47
120-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	14,000.00	300.00	13,454.00	546.00	96.10
120-5-00-5092 POSTAGE & SHIPPING	13,500.00	182.43	8,198.59	5,301.41	60.73
120-5-00-5110 CONTRACTUAL SERVICES	0.00	17,498.50	17,498.50	(17,498.50)	0.00
120-5-00-5121 LEGAL SERVICES	20,000.00	0.00	21,214.97	(1,214.97)	106.07
120-5-00-5122 ENGINEERING SERVICES	50,000.00	13,214.15	23,702.04	26,297.96	47.40
120-5-00-5123 OTHER PROFESSIONAL SERVICE	38,300.00	0.00	30,471.73	7,828.27	79.56
120-5-00-5125 OPEB	13,000.00	0.00	12,800.00	200.00	98.46
120-5-00-5126 AUDIT SERVICES	8,825.00	0.00	8,825.00	0.00	100.00
120-5-00-5130 PRINTING & PUBLICATION	8,500.00	728.96	6,185.93	2,314.07	72.78
120-5-00-5135 NEWSLETTER	1,000.00	112.50	337.50	662.50	33.75
120-5-00-5142 AMORTIZATION	0.00	0.00	0.00	0.00	0.00
120-5-00-5145 EQUIPMENT RENTAL	5,000.00	561.68	4,914.36	85.64	98.29
120-5-00-5148 OPERATING SUPPLIES	90,000.00	7,167.29	94,410.04	(4,410.04)	104.90
120-5-00-5150 REPAIR & REPLACE	185,000.00	9,753.09	176,956.12	8,043.88	95.65
120-5-00-5155 MAINT BLDG & GROUNDS	68,820.00	607.66	34,603.53	34,216.47	50.28
120-5-00-5156 CUSTODIAL SERVICES	18,500.00	1,540.00	14,875.00	3,625.00	80.41
120-5-00-5157 SECURITY	9,116.00	10,230.41	21,744.53	(12,628.53)	238.53
120-5-00-5160 SLUDGE DISPOSAL	25,000.00	0.00	22,254.70	2,745.30	89.02
120-5-00-5165 TERTIARY POND MAINTENANCE	50,000.00	0.00	50,000.00	0.00	100.00
120-5-00-5180 UNCOLLECTABLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00
120-5-00-5191 TELEPHONE	15,000.00	1,023.08	9,146.92	5,853.08	60.98
120-5-00-5192 ELECTRICITY	170,000.00	3,818.70	122,307.60	47,692.40	71.95
120-5-00-5193 OTHER UTILITIES	3,500.00	346.24	3,035.99	464.01	86.74
120-5-00-5194 IT SERVICES	37,000.00	3,438.61	21,028.34	15,971.66	56.83
120-5-00-5195 ENV/MONITORING	52,000.00	5,308.75	47,532.25	4,467.75	91.41
120-5-00-5198 ANNUAL OPERATING FEES	35,000.00	0.00	32,884.00	2,116.00	93.95
120-5-00-5315 SAFETY EQUIPMENT	4,500.00	44.80	3,912.25	587.75	86.94
120-5-00-5522 INTEREST ON LONG-TERM DEBT	0.00	0.00	0.00	0.00	0.00
120-5-00-5545 RECORDING FEES	300.00	0.00	90.00	210.00	30.00
120-5-00-5580 TRANSFERS OUT	32,018.00	0.00	32,017.50	0.50	100.00
120-5-00-5591 EXPENSES APPLICABLE TO PRI	0.00	0.00	0.00	0.00	0.00
120-5-00-5595 BAD DEBT	0.00	0.00	0.00	0.00	0.00
120-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00
120-5-00-5700 OVER / SHORT	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	1,279,207.00	81,743.44	1,075,665.68	203,541.32	84.09

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

120-SEWER ENTERPRISE FUND

ADMINISTRATION

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-10-5010 SALARIES & WAGES	319,115.00	22,090.57	223,833.94	95,281.06	70.14
120-5-10-5020 EMPLOYEE BENEFITS	117,496.00	8,665.12	87,020.63	30,475.37	74.06
120-5-10-5021 RETIREMENT BENEFITS	75,048.00	1,977.53	64,988.63	10,059.37	86.60
120-5-10-5063 CERTIFICATIONS	500.00	0.00	0.00	500.00	0.00
120-5-10-5090 OFFICE SUPPLIES	5,000.00	156.23	3,231.32	1,768.68	64.63
120-5-10-5170 TRAVEL / MILEAGE	6,000.00	267.84	4,543.39	1,456.61	75.72
120-5-10-5175 EDUCATION / SEMINARS	5,000.00	0.00	5,271.17	(271.17)	105.42
120-5-10-5179 ADM MISC EXPENSES	1,500.00	17.54	796.34	703.66	53.09
TOTAL ADMINISTRATION	529,659.00	33,174.83	389,685.42	139,973.58	73.57

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

120-SEWER ENTERPRISE FUND

FIELD

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-30-5010 SALARIES & WAGES	344,698.00	25,034.24	245,131.49	99,566.51	71.11
120-5-30-5020 EMPLOYEE BENEFITS	138,279.00	10,933.55	96,799.52	41,479.48	70.00
120-5-30-5021 RETIREMENT BENEFITS	74,796.00	2,030.04	65,382.59	9,413.41	87.41
120-5-30-5022 CLOTHING ALLOWANCE	2,500.00	0.00	1,372.37	1,127.63	54.89
120-5-30-5063 CERTIFICATIONS	1,500.00	173.00	641.48	858.52	42.77
120-5-30-5090 OFFICE SUPPLIES	1,000.00	74.07	372.70	627.30	37.27
120-5-30-5170 TRAVEL / MILEAGE	5,000.00	83.38	557.41	4,442.59	11.15
120-5-30-5175 EDUCATION / SEMINARS	6,000.00	0.00	5,116.55	883.45	85.28
TOTAL FIELD	573,773.00	38,328.28	415,374.11	158,398.89	72.39

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

120-SEWER ENTERPRISE FUND

DIRECTORS

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-40-5010 DIRECTORS COMPENSATION	12,000.00	959.08	8,418.72	3,581.28	70.16
120-5-40-5020 DIRECTOR BENEFITS	230.00	32.96	265.64	(35.64)	115.50
120-5-40-5030 DIRECTOR HEALTH BENEFITS	60,976.00	5,829.93	54,848.95	6,127.05	89.95
120-5-40-5170 TRAVEL MILEAGE	2,000.00	0.00	0.00	2,000.00	0.00
120-5-40-5175 EDUCATION / SEMINARS	5,000.00	0.00	0.00	5,000.00	0.00
120-5-40-5176 DIRECTOR TRAINING	3,600.00	0.00	0.00	3,600.00	0.00
TOTAL DIRECTORS	83,806.00	6,821.97	63,533.31	20,272.69	75.81

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

120-SEWER ENTERPRISE FUND

CAPITAL PROJECTS & EQUIP

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-70-7201 REGULATORY COMPLIANCE	180,000.00	2,723.14	138,060.58	41,939.42	76.70
120-5-70-7202 DISASTER MITIGATION	350,000.00	0.00	43,025.54	306,974.46	12.29
120-5-70-7203 DISASTER RECOVERY	0.00	0.00	0.00	0.00	0.00
120-5-70-7205 RISK MANAGEMENT	160,607.00	65,737.00	94,650.00	65,957.00	58.93
120-5-70-7206 RECORDS RETENTION	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL PROJECTS & EQUIP	690,607.00	68,460.14	275,736.12	414,870.88	39.93
TOTAL EXPENDITURES	3,157,052.00	228,528.66	2,219,994.64	937,057.36	70.32
REVENUES OVER/(UNDER) EXPENDITURES	(695,607.00)	(25,943.21)	(162,646.61)	(532,960.39)	23.38

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

130-WATER ENTERPRISE FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
ALL REVENUE	3,555,530.00	285,639.40	3,236,185.18	319,344.82	91.02
TOTAL REVENUES	3,555,530.00	285,639.40	3,236,185.18	319,344.82	91.02
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	2,428,443.00	117,472.51	1,650,313.02	778,129.98	67.96
ADMINISTRATION	536,359.00	33,174.79	388,843.01	147,515.99	72.50
FIELD	580,273.00	38,732.55	423,265.72	157,007.28	72.94
DIRECTORS	88,206.00	6,822.10	63,533.82	24,672.18	72.03
CAPITAL PROJECTS & EQUIP	6,161,262.95	50,192.49	507,662.76	5,653,600.19	8.24
TOTAL EXPENDITURES	9,794,543.95	246,394.44	3,033,618.33	6,760,925.62	30.97
REVENUES OVER/(UNDER) EXPENDITURES	(6,239,013.95)	39,244.96	202,566.85	(6,441,580.80)	3.25-

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

130-WATER ENTERPRISE FUND

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-4035 RECONNECT FEE	15,000.00	1,730.00	20,955.00	(5,955.00)	139.70
130-4036 DEVELOPER FEES WATER	0.00	3,250.00	12,719.80	(12,719.80)	0.00
130-4038 COMM WATER METER INSTALL	0.00	0.00	0.00	0.00	0.00
130-4039 WATER CONNECTION FEE	658.00	0.00	130.00	528.00	19.76
130-4040 LIEN RECORDING FEES	1,200.00	99.36	5,365.44	(4,165.44)	447.12
130-4045 AVAILABILITY FEES	32,000.00	0.00	18,165.60	13,834.40	56.77
130-4110 COMM WATER USE	168,824.00	9,726.79	101,354.14	67,469.86	60.04
130-4111 BULK WATER SALES	5,000.00	0.00	26,913.73	(21,913.73)	538.27
130-4112 GOV'T WATER USE	7,400.00	735.87	7,262.14	137.86	98.14
130-4115 WATER USE	3,246,608.00	261,979.41	2,669,578.31	577,029.69	82.23
130-4117 WATER OVERAGE FEE	0.00	0.00	0.00	0.00	0.00
130-4210 LATE FEE	65,000.00	6,406.50	66,102.41	(1,102.41)	101.70
130-4215 RETURNED CHECK FEE	1,000.00	0.00	590.00	410.00	59.00
130-4300 MISC INCOME	100.00	0.00	102.05	(2.05)	102.05
130-4310 OTHER INCOME	1,500.00	1,711.47	14,935.99	(13,435.99)	995.73
130-4320 FEMA/CalOES GRANTS	0.00	0.00	49,278.66	(49,278.66)	0.00
130-4325 GRANTS	0.00	0.00	149,539.18	(149,539.18)	0.00
130-4330 HYDRANT METER USE DEPOSIT	3,240.00	0.00	6,480.00	(3,240.00)	200.00
130-4505 LEASE INCOME	0.00	0.00	0.00	0.00	0.00
130-4550 INTEREST INCOME	8,000.00	0.00	8,962.73	(962.73)	112.03
130-4580 TRANSFER IN	0.00	0.00	77,750.00	(77,750.00)	0.00
130-4591 INCOME APPLICABLE TO PRIOR YRS	0.00	0.00	0.00	0.00	0.00
130-4955 Gain/Loss	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,555,530.00	285,639.40	3,236,185.18	319,344.82	91.02

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

130-WATER ENTERPRISE FUND

NON-DEPARTMENTAL

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-00-5010 SALARY & WAGES	0.00	0.00	0.00	0.00	0.00
130-5-00-5020 EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00
130-5-00-5021 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00
130-5-00-5024 WORKERS' COMP INSURANCE	20,000.00	0.00	15,588.96	4,411.04	77.94
130-5-00-5025 RETIREE HEALTH BENEFITS	18,028.00	635.51	6,517.02	11,510.98	36.15
130-5-00-5026 COBRA Health & Dental	0.00	0.00	0.00	0.00	0.00
130-5-00-5040 ELECTION EXPENSE	2,500.00	0.00	0.00	2,500.00	0.00
130-5-00-5050 DEPRECIATION	0.00	0.00	0.00	0.00	0.00
130-5-00-5060 GASOLINE, OIL & FUEL	28,000.00	926.64	8,849.97	19,150.03	31.61
130-5-00-5061 VEHICLE MAINT	15,000.00	1,644.12	17,846.17	(2,846.17)	118.97
130-5-00-5062 TAXES & LIC	1,200.00	0.00	110.88	1,089.12	9.24
130-5-00-5064 GENERATOR MAINT	12,000.00	0.00	4,888.51	7,111.49	40.74
130-5-00-5074 INSURANCE PROPERTY/LIABILI	151,000.00	0.00	150,052.77	947.23	99.37
130-5-00-5075 BANK FEES	35,000.00	2,660.27	26,637.10	8,362.90	76.11
130-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	35,000.00	839.00	31,952.98	3,047.02	91.29
130-5-00-5092 POSTAGE & SHIPPING	13,500.00	182.43	8,198.52	5,301.48	60.73
130-5-00-5110 CONTRACTUAL SERVICES	5,000.00	17,498.50	17,498.50	(12,498.50)	349.97
130-5-00-5112 CROSS CONNECTION CONTROL	112,750.00	11,709.25	32,623.05	80,126.95	28.93
130-5-00-5121 LEGAL SERVICES	75,000.00	0.00	120,466.28	(45,466.28)	160.62
130-5-00-5122 ENGINEERING SERVICES	50,000.00	185.32	1,674.69	48,325.31	3.35
130-5-00-5123 OTHER PROFESSIONAL SERVICE	38,300.00	0.00	33,833.79	4,466.21	88.34
130-5-00-5124 WATER RIGHTS	15,000.00	87.40	736.20	14,263.80	4.91
130-5-00-5125 OPEB	13,500.00	0.00	12,800.00	700.00	94.81
130-5-00-5126 AUDIT SERVICES	8,825.00	0.00	8,825.00	0.00	100.00
130-5-00-5130 PRINTING & PUBLICATION	8,500.00	728.95	6,185.83	2,314.17	72.77
130-5-00-5135 NEWSLETTER	1,200.00	112.50	337.50	862.50	28.13
130-5-00-5142 AMORTIZATION	0.00	0.00	0.00	0.00	0.00
130-5-00-5145 EQUIPMENT RENTAL	6,500.00	563.28	4,016.16	2,483.84	61.79
130-5-00-5148 OPERATING SUPPLIES	20,000.00	494.18	8,318.75	11,681.25	41.59
130-5-00-5150 REPAIR & REPLACE	180,000.00	48,353.08	157,864.06	22,135.94	87.70
130-5-00-5155 MAINT BLDG & GROUNDS	45,000.00	607.65	34,585.24	10,414.76	76.86
130-5-00-5156 CUSTODIAL SERVICES	18,500.00	1,540.00	14,875.00	3,625.00	80.41
130-5-00-5157 SECURITY	9,116.00	10,230.41	21,744.51	(12,628.51)	238.53
130-5-00-5180 UNCOLLECTABLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00
130-5-00-5191 TELEPHONE	15,000.00	1,023.08	9,146.83	5,853.17	60.98
130-5-00-5192 ELECTRICITY	240,000.00	10,498.62	198,718.71	41,281.29	82.80
130-5-00-5193 OTHER UTILITIES	4,000.00	346.24	3,035.98	964.02	75.90
130-5-00-5194 IT SERVICES	60,820.00	5,736.29	41,612.10	19,207.90	68.42
130-5-00-5195 ENV/MONITORING	25,000.00	825.00	18,095.00	6,905.00	72.38
130-5-00-5198 ANNUAL OPERATING FEES	12,000.00	0.00	9,430.68	2,569.32	78.59
130-5-00-5315 SAFETY EQUIPMENT	5,000.00	44.79	3,046.59	1,953.41	60.93
130-5-00-5505 WATER CONSERVATION	7,500.00	0.00	1,134.23	6,365.77	15.12
130-5-00-5520 HYDRANT DEPOSIT REFUND	3,240.00	0.00	12,960.00	(9,720.00)	400.00
130-5-00-5522 INTEREST ON LONG-TERM DEBT	0.00	0.00	0.00	0.00	0.00
130-5-00-5545 RECORDING FEES	700.00	0.00	90.00	610.00	12.86
130-5-00-5580 TRANSFERS OUT	1,116,764.00	0.00	606,015.46	510,748.54	54.27
130-5-00-5590 NON-OPERATING OTHER	0.00	0.00	0.00	0.00	0.00
130-5-00-5591 EXPENSES APPLICABLE TO PRI	0.00	0.00	0.00	0.00	0.00
130-5-00-5595 BAD DEBT	0.00	0.00	0.00	0.00	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

130-WATER ENTERPRISE FUND

NON-DEPARTMENTAL

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	2,428,443.00	117,472.51	1,650,313.02	778,129.98	67.96

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

130-WATER ENTERPRISE FUND

ADMINISTRATION

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-10-5010 SALARIES & WAGES	319,115.00	22,090.61	223,833.90	95,281.10	70.14
130-5-10-5020 EMPLOYEE BENEFITS	117,496.00	8,665.11	87,020.43	30,475.57	74.06
130-5-10-5021 RETIREMENT BENEFITS	75,048.00	1,977.49	64,988.95	10,059.05	86.60
130-5-10-5063 CERTIFICATIONS	200.00	0.00	0.00	200.00	0.00
130-5-10-5090 OFFICE SUPPLIES	5,000.00	156.22	3,355.76	1,644.24	67.12
130-5-10-5170 TRAVEL / MILEAGE	8,000.00	267.83	3,718.91	4,281.09	46.49
130-5-10-5175 EDUCATION / SEMINARS	10,000.00	0.00	5,032.17	4,967.83	50.32
130-5-10-5179 ADM MISC EXPENSES	1,500.00	17.53	892.89	607.11	59.53
TOTAL ADMINISTRATION	536,359.00	33,174.79	388,843.01	147,515.99	72.50

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

130-WATER ENTERPRISE FUND

FIELD

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-30-5010 SALARIES & WAGES	344,698.00	25,574.43	252,034.08	92,663.92	73.12
130-5-30-5020 EMPLOYEE BENEFITS	138,279.00	10,933.52	96,820.35	41,458.65	70.02
130-5-30-5021 RETIREMENT BENEFITS	74,796.00	2,067.18	65,845.54	8,950.46	88.03
130-5-30-5022 CLOTHING ALLOWANCE	2,500.00	0.00	1,372.35	1,127.65	54.89
130-5-30-5063 CERTIFICATIONS	1,000.00	0.00	545.00	455.00	54.50
130-5-30-5090 OFFICE SUPPLIES	1,000.00	74.05	339.68	660.32	33.97
130-5-30-5170 TRAVEL / MILEAGE	8,000.00	83.37	1,164.22	6,835.78	14.55
130-5-30-5175 EDUCATION / SEMINARS	10,000.00	0.00	5,144.50	4,855.50	51.45
TOTAL FIELD	580,273.00	38,732.55	423,265.72	157,007.28	72.94

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

130-WATER ENTERPRISE FUND

DIRECTORS

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-40-5010 DIRECTORS COMPENSATION	12,000.00	959.17	8,419.17	3,580.83	70.16
130-5-40-5020 DIRECTOR BENEFTIS	230.00	33.01	265.85	(35.85)	115.59
130-5-40-5030 DIRECTOR HEALTH BENEFITS	60,976.00	5,829.92	54,848.80	6,127.20	89.95
130-5-40-5080 MEMBERSHIP & SUBSCRIPTION	0.00	0.00	0.00	0.00	0.00
130-5-40-5170 TRAVEL MILEAGE	5,000.00	0.00	0.00	5,000.00	0.00
130-5-40-5175 EDUCATION / SEMINARS	5,000.00	0.00	0.00	5,000.00	0.00
130-5-40-5176 DIRECTOR TRAINING	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL DIRECTORS	88,206.00	6,822.10	63,533.82	24,672.18	72.03

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

130-WATER ENTERPRISE FUND

CAPITAL PROJECTS & EQUIP

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-70-7012 GENERAL VEHICLES	122,412.95	0.00	122,412.95	0.00	100.00
130-5-70-7201 REGULATORY COMPLIANCE	0.00	0.00	0.00	0.00	0.00
130-5-70-7202 DISASTER MITIGATION	250,000.00	0.00	43,025.52	206,974.48	17.21
130-5-70-7203 DISASTER RECOVERY	0.00	0.00	0.00	0.00	0.00
130-5-70-7204 RELIABLE WATER SUPPLY	5,788,850.00	50,192.49	342,224.29	5,446,625.71	5.91
130-5-70-7205 RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00
130-5-70-7206 RECORDS RETENTION	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL PROJECTS & EQUIP	6,161,262.95	50,192.49	507,662.76	5,653,600.19	8.24
TOTAL EXPENDITURES	9,794,543.95	246,394.44	3,033,618.33	6,760,925.62	30.97
REVENUES OVER/(UNDER) EXPENDITURES	(6,239,013.95)	39,244.96	202,566.85	(6,441,580.80)	3.25-

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

215-RECA REDEMPTION 1995-2

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
ALL REVENUE	389,546.00	0.00	177,997.09	211,548.91	45.69
TOTAL REVENUES	389,546.00	0.00	177,997.09	211,548.91	45.69
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	295,861.00	2,106.33	291,910.93	3,950.07	98.66
TOTAL EXPENDITURES	295,861.00	2,106.33	291,910.93	3,950.07	98.66
REVENUES OVER/(UNDER) EXPENDITURES	93,685.00	(2,106.33)	(113,913.84)	207,598.84	121.59-

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

215-RECA REDEMPTION 1995-2

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
215-4525 PRO-RATA BOND PAYMENT FEE	3,200.00	0.00	0.00	3,200.00	0.00
215-4530 TAXES, ASSMT & BOND PROCEEDS	284,346.00	0.00	151,427.36	132,918.64	53.25
215-4540 DELINQUENT ASSESSMENTS	32,000.00	0.00	8,035.73	23,964.27	25.11
215-4541 DELINQ PENALTY & INTEREST	55,000.00	0.00	4,455.77	50,544.23	8.10
215-4542 DELINQ ASSMT MONTHLY PENALTY	0.00	0.00	0.00	0.00	0.00
215-4550 INTEREST INCOME	15,000.00	0.00	14,078.23	921.77	93.85
215-4580 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	389,546.00	0.00	177,997.09	211,548.91	45.69

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

215-RECA REDEMPTION 1995-2

NON-DEPARTMENTAL

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
215-5-00-5075 BANK FEES	0.00	0.00	0.00	0.00	0.00
215-5-00-5123 OTHER PROFESSIONAL SERVICE	11,515.00	2,106.33	8,306.54	3,208.46	72.14
215-5-00-5125 BOND PREMIUM	0.00	0.00	0.00	0.00	0.00
215-5-00-5522 INTEREST ON LONG-TERM DEBT	65,346.00	0.00	64,604.39	741.61	98.87
215-5-00-5580 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
215-5-00-5590 COST OF ISSUANCE	0.00	0.00	0.00	0.00	0.00
215-5-00-5599 PRINCIPAL PMT	219,000.00	0.00	219,000.00	0.00	100.00
215-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	295,861.00	2,106.33	291,910.93	3,950.07	98.66
TOTAL EXPENDITURES	295,861.00	2,106.33	291,910.93	3,950.07	98.66
REVENUES OVER/(UNDER) EXPENDITURES	93,685.00	(2,106.33)	(113,913.84)	207,598.84	121.59-

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

218-CIEDB REDEMPTION FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
ALL REVENUE	167,088.00	0.00	165,968.67	1,119.33	99.33
TOTAL REVENUES	167,088.00	0.00	165,968.67	1,119.33	99.33
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	167,088.00	0.00	168,976.45	(1,888.45)	101.13
TOTAL EXPENDITURES	167,088.00	0.00	168,976.45	(1,888.45)	101.13
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	(3,007.78)	3,007.78	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

218-CIEDB REDEMPTION FUND

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
218-4030 WATER CAPACITY FEES	9,137.00	0.00	0.00	9,137.00	0.00
218-4115 WATER USE CIEDB	0.00	0.00	0.00	0.00	0.00
218-4550 INTEREST INCOME	12,000.00	0.00	6,129.22	5,870.78	51.08
218-4580 TRANSFERS IN	145,951.00	0.00	159,839.45	(13,888.45)	109.52
218-4596 USER/NEW DEVELOPMT PORTION	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	167,088.00	0.00	165,968.67	1,119.33	99.33

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

218-CIEDB REDEMPTION FUND

NON-DEPARTMENTAL

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
218-5-00-5092 POSTAGE & SHIPPING	0.00	0.00	0.00	0.00	0.00
218-5-00-5522 INTEREST ON LONG-TERM DEBT	33,065.00	0.00	35,334.06	(2,269.06)	106.86
218-5-00-5560 BAD DEBT	0.00	0.00	0.00	0.00	0.00
218-5-00-5580 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
218-5-00-5595 CIEDB LOAN ANNUAL FEE	3,425.00	0.00	3,046.04	378.96	88.94
218-5-00-5599 PRINCIPAL PMT	130,598.00	0.00	130,596.35	1.65	100.00
218-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	167,088.00	0.00	168,976.45	(1,888.45)	101.13
TOTAL EXPENDITURES	167,088.00	0.00	168,976.45	(1,888.45)	101.13
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	(3,007.78)	3,007.78	0.00

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

219-USDA SOLAR LOAN

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
ALL REVENUE	32,018.00	0.00	32,243.75	(225.75)	100.71
TOTAL REVENUES	32,018.00	0.00	32,243.75	(225.75)	100.71
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	32,018.00	0.00	32,017.50	0.50	100.00
TOTAL EXPENDITURES	32,018.00	0.00	32,017.50	0.50	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	226.25	(226.25)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

219-USDA SOLAR LOAN

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
219-4300 MISC INCOME	0.00	0.00	0.00	0.00	0.00
219-4550 INTEREST INCOME	200.00	0.00	226.25	(26.25)	113.13
219-4580 TRANSFERS IN	31,818.00	0.00	32,017.50	(199.50)	100.63
TOTAL REVENUES	32,018.00	0.00	32,243.75	(225.75)	100.71

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

219-USDA SOLAR LOAN

NON-DEPARTMENTAL

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
219-5-00-5092 POSTAGE & SHIPPING	0.00	0.00	0.00	0.00	0.00
219-5-00-5522 INTEREST ON LONG-TERM DEBT	12,518.00	0.00	12,517.50	0.50	100.00
219-5-00-5523 INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00
219-5-00-5580 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
219-5-00-5599 PRINCIPAL PMT	19,500.00	0.00	19,500.00	0.00	100.00
TOTAL NON-DEPARTMENTAL	32,018.00	0.00	32,017.50	0.50	100.00
TOTAL EXPENDITURES	32,018.00	0.00	32,017.50	0.50	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	226.25	(226.25)	0.00

*** END OF REPORT ***

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

223-WATER BOND 2023A

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
ALL REVENUE	325,825.00	0.00	295,450.92	30,374.08	90.68
TOTAL REVENUES	325,825.00	0.00	295,450.92	30,374.08	90.68
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	277,275.00	4,800.00	359,825.00	(82,550.00)	129.77
TOTAL EXPENDITURES	277,275.00	4,800.00	359,825.00	(82,550.00)	129.77
REVENUES OVER/(UNDER) EXPENDITURES	48,550.00	(4,800.00)	(64,374.08)	112,924.08	132.59-

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

223-WATER BOND 2023A

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
223-4525 PRO-RATA BOND PAYMENT FEE	0.00	0.00	0.00	0.00	0.00
223-4550 INTEREST INCOME	50,000.00	0.00	18,175.92	31,824.08	36.35
223-4580 TRANSFER IN	275,825.00	0.00	277,275.00	(1,450.00)	100.53
TOTAL REVENUES	325,825.00	0.00	295,450.92	30,374.08	90.68

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2026

223-WATER BOND 2023A

NON-DEPARTMENTAL

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
223-5-00-5075 BANK FEES	1,450.00	0.00	0.00	1,450.00	0.00
223-5-00-5123 OTHER PROFESSIONAL SERVICE	0.00	4,800.00	6,250.00	(6,250.00)	0.00
223-5-00-5125 BOND PREMIUM	0.00	0.00	0.00	0.00	0.00
223-5-00-5522 INTEREST ON LONG-TERM DEBT	250,825.00	0.00	250,825.00	0.00	100.00
223-5-00-5580 TRANSFER OUT	0.00	0.00	77,750.00	(77,750.00)	0.00
223-5-00-5590 COST OF ISSUANCE	0.00	0.00	0.00	0.00	0.00
223-5-00-5599 PRINCIPAL PMT	25,000.00	0.00	25,000.00	0.00	100.00
223-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	277,275.00	4,800.00	359,825.00	(82,550.00)	129.77
TOTAL EXPENDITURES	277,275.00	4,800.00	359,825.00	(82,550.00)	129.77
REVENUES OVER/(UNDER) EXPENDITURES	48,550.00	(4,800.00)	(64,374.08)	112,924.08	132.59-

*** END OF REPORT ***

Hidden Valley Lake Community Services District
Financial Activity, Cash and Investment Summary
As of April 30, 2026
(Rounded and Unaudited)

	Operating Checking	Money Market	LAIF	Bond Trustee Sewer	Bond Trustee Water	California CLASS	Total All Cash/Investment Accounts
	West America Bank	West America Bank	State Treasurer	US Bank	US Bank	CA CLASS	
	1010	1130	1133	1200	1212	1139	
Financial Activity of Cash/Investment Accounts in General Ledger [1]							
Beginning Balances	**$ 1,605,713**	**$ 7,601,734**	**$ 189,174**	**$ 161,642**	**$ 1,518**	**$ -**	**$ 9,559,781**
Cash Receipts							
Utility Billing Deposits	$ 468,699	$ -	$ -	$ -	$ -	$ -	
Electronic Fund Deposits	$ -	$ -	$ -	$ -	$ -	$ -	
Other Deposits	$ -	$ -	$ 6,749	$ 430	$ 1,396	$ 18,477	
Total Cash Receipts	**$ 468,699**	**$ -**	**$ 6,749**	**$ 162,072**	**$ 2,914**	**$ 18,477**	
Cash Disbursements							
Accounts Payable Checks issued	$ 373,211	$ -	$ -	$ -	$ -	$ -	
Electronic Fund/Bank Draft Disbursements	$ 34,631	$ -	$ -	$ -	$ -	$ -	
Payroll Checks issued - net	$ 70,034	$ -	$ -	$ -	$ -	$ -	
Bank Fees	$ 5,321	$ -	$ -	$ -	$ -	$ -	
Other Disbursements	$ -	$ -	$ -	$ -	$ -	$ -	
Total Disbursements	**$ 483,197**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Transfers Between Accounts							
Transfers In	$ -	$ -	$ -	$ -	$ -	$ 8,224,854	
Transfers Out	$ 623,120	$ 7,601,734	$ -	$ -	$ -	$ -	
Total Transfers Between Accounts	**$ 623,120**	**$ 7,601,734**	**$ -**	**$ -**	**$ -**	**$ 8,224,854**	
Ending Balances in General Ledger	**$ 968,095**	**$ -**	**$ 195,923**	**$ 162,072**	**$ 2,914**	**$ 8,243,331**	**$ 9,572,336**
Financial Institution Ending Balances	**$ 967,043**	**$ -**	**$ 195,923**	**$ 162,072**	**$ 2,914**	**$ 8,243,331**	**$ 9,571,284**

Ending Balances General Ledger Distribution by District Funds [2]

100	Operating	-	-	-	-	-	-	**-**
120	Wastewater Operating	224,202	-	-	-	-	102,523	**326,725**
130	Water Operating	750,800	-	-	-	-	181,053	**931,854**
215	2016 Sewer Refinancing Bond	(2,106)	-	-	162,072	-	454,974	**614,939**
218	2002 CIEDB Loan	-	-	-	-	-	103,749	**103,749**
219	2012 USDA Solar COP	-	-	1,000	-	-	9,152	**10,152**
223	2023 Water Revenue Bond	(4,800)	-	-	-	2,914	-	**(1,886)**
313	Wastewater Operating Reserve	-	-	-	-	-	259,235	**259,235**
314	Wastewater CIP	-	-	-	-	-	549,584	**549,584**
319	2012 USDA Solar COP Reserve	-	-	-	-	-	32,930	**32,930**
320	Water CIP	-	-	-	-	-	6,361,005	**6,361,005**
325	Water Operating Reserve	-	-	-	-	-	189,126	**189,126**
350	2002 CIEDB Loan Reserve	-	-	194,923	-	-	-	**194,923**
	Total Ending Balances in General Ledger	**$ 968,095**	**$ -**	**$ 195,923**	**$ 162,072**	**$ 2,914**	**$ 8,243,331**	**$ 9,572,336**

[1] Cash balances are consolidated by District fund and reconciled to the respective financial institution statements.
Accounts include operating funds at Westamerica Bank, the Local Agency Investment Fund (LAIF) managed by the State Treasurer, California CLASS, and bond trustee accounts held by U.S. Bank for the 2016 Refunding and 2023 Water Bond.
[2] See Reconcilliation Detail Summary for details

COMPANY: 999 - POOLED CASH FUND
ACCOUNT: 1010 CASH - POOLED
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 4/01/2026 THRU 4/30/2026
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1010	4/03/2026	BANK-DRAFT	001285	AFLAC	237.86CR	CLEARED	A	4/08/2026
1010	4/03/2026	BANK-DRAFT	001286	CALIFORNIA PUBLIC EMPLOYEES RE	7,466.62CR	CLEARED	A	4/06/2026
1010	4/03/2026	BANK-DRAFT	001287	NATIONWIDE RETIREMENT SOLUTION	1,675.00CR	CLEARED	A	4/06/2026
1010	4/03/2026	BANK-DRAFT	001288	STATE OF CALIFORNIA EDD	2,407.60CR	CLEARED	A	4/03/2026
1010	4/03/2026	BANK-DRAFT	001289	TOTAL ADMINISTRATIVE SERVICES	63.46CR	CLEARED	A	4/07/2026
1010	4/03/2026	BANK-DRAFT	001290	US DEPARTMENT OF THE TREASURY	5,718.30CR	CLEARED	A	4/03/2026
1010	4/17/2026	BANK-DRAFT	001291	AFLAC	237.86CR	OUTSTND	A	0/00/0000
1010	4/17/2026	BANK-DRAFT	001292	CALIFORNIA PUBLIC EMPLOYEES RE	7,466.62CR	CLEARED	A	4/20/2026
1010	4/17/2026	BANK-DRAFT	001293	NATIONWIDE RETIREMENT SOLUTION	1,800.00CR	CLEARED	A	4/17/2026
1010	4/17/2026	BANK-DRAFT	001294	STATE OF CALIFORNIA EDD	2,175.58CR	CLEARED	A	4/17/2026
1010	4/17/2026	BANK-DRAFT	001295	TOTAL ADMINISTRATIVE SERVICES	63.46CR	CLEARED	A	4/21/2026
1010	4/17/2026	BANK-DRAFT	001296	US DEPARTMENT OF THE TREASURY	5,319.13CR	CLEARED	A	4/17/2026
CHECK:								
1010	4/03/2026	CHECK	004477	ACWA/JPIA	1,428.91CR	CLEARED	A	4/07/2026
1010	4/03/2026	CHECK	004478	ALPHA ANALYTICAL LABORATORIES	3,085.25CR	CLEARED	A	4/08/2026
1010	4/03/2026	CHECK	004479	VOID CHECK	0.00	CLEARED	A	4/03/2026
1010	4/03/2026	CHECK	004480	AMERICAN WATER WORKS ASSOCIATI	539.00CR	CLEARED	A	4/08/2026
1010	4/03/2026	CHECK	004481	AQUA TECH COMPANY	5,831.00CR	CLEARED	A	4/08/2026
1010	4/03/2026	CHECK	004482	ARMED FORCE PEST CONTROL, INC.	255.00CR	CLEARED	A	4/14/2026
1010	4/03/2026	CHECK	004483	B & G TIRES OF MIDDLETOWN	1,349.70CR	CLEARED	A	4/10/2026
1010	4/03/2026	CHECK	004484	BADGER METER	2,297.70CR	CLEARED	A	4/10/2026
1010	4/03/2026	CHECK	004485	BARBARA DEMARCO	225.00CR	CLEARED	A	4/07/2026
1010	4/03/2026	CHECK	004486	BRELJE & RACE CONSULTING CIVIL	1,693.75CR	CLEARED	A	4/07/2026
1010	4/03/2026	CHECK	004487	CLOVERDALE LOCK & KEY	2,891.85CR	CLEARED	A	4/10/2026
1010	4/03/2026	CHECK	004488	COASTLAND CIVIL ENGINEERING, I	26,832.24CR	CLEARED	A	4/08/2026
1010	4/03/2026	CHECK	004489	COURTNEY HERNANDEZ	1,540.00CR	CLEARED	A	4/07/2026
1010	4/03/2026	CHECK	004490	DAUPLER, INC	34,997.00CR	CLEARED	A	4/09/2026
1010	4/03/2026	CHECK	004491	EUREKA OXYGEN CO.	89.59CR	CLEARED	A	4/08/2026
1010	4/03/2026	CHECK	004492	GHD	15,931.36CR	CLEARED	A	4/08/2026
1010	4/03/2026	CHECK	004493	GRISWOLD INDUSTRIES	25,158.83CR	CLEARED	A	4/09/2026
1010	4/03/2026	CHECK	004494	KELLY REESE	166.75CR	CLEARED	A	4/07/2026
1010	4/03/2026	CHECK	004495	MCKENNA FARRES	72.50CR	CLEARED	A	4/09/2026
1010	4/03/2026	CHECK	004496	NBS GOVERNMENT FINANCE GROUP	2,106.33CR	CLEARED	A	4/08/2026
1010	4/03/2026	CHECK	004497	PACE SUPPLY CORP	400.45CR	CLEARED	A	4/10/2026
1010	4/03/2026	CHECK	004498	PACIFIC GAS & ELECTRIC COMPANY	14,317.32CR	CLEARED	A	4/09/2026
1010	4/03/2026	CHECK	004499	PIAZZA CONSTRUCTION	65,737.00CR	CLEARED	A	4/16/2026
1010	4/03/2026	CHECK	004500	RAINBOW AGRICULTURAL SERVICES	128.67CR	CLEARED	A	4/07/2026
1010	4/03/2026	CHECK	004501	SPECIAL DISTRICT RISK MANAGEME	51,494.91CR	CLEARED	A	4/08/2026
1010	4/03/2026	CHECK	004502	STATE WATER RESOURCES CONTROL	173.00CR	CLEARED	A	4/13/2026
1010	4/03/2026	CHECK	004503	STREAMLINE	600.00CR	CLEARED	A	4/08/2026
1010	4/03/2026	CHECK	004504	TELSTAR INSTRUMENTS	6,712.06CR	CLEARED	A	4/07/2026
1010	4/03/2026	CHECK	004505	UPPER PUTAH CREEK WATERSHED W	87.40CR	CLEARED	A	4/14/2026
1010	4/03/2026	CHECK	004506	USA BLUE BOOK	1,571.15CR	CLEARED	A	4/08/2026

COMPANY: 999 - POOLED CASH FUND
ACCOUNT: 1010 CASH - POOLED
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 4/01/2026 THRU 4/30/2026
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1010	4/03/2026	CHECK	004507	WESTGATE PETROLEUM CO., INC.	908.59CR	CLEARED	A	4/07/2026
1010	4/17/2026	CHECK	004508	AC3	2,000.00CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004509	ADTS, INC	436.00CR	CLEARED	A	4/28/2026
1010	4/17/2026	CHECK	004510	ADVANCED SECURITY SYSTEMS SANT	20,460.82CR	CLEARED	A	4/21/2026
1010	4/17/2026	CHECK	004511	ALPHA ANALYTICAL LABORATORIES	3,048.50CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004512	VOID CHECK	0.00	CLEARED	A	4/17/2026
1010	4/17/2026	CHECK	004513	AMAZON CAPITAL SERVICES, INC.	1,001.65CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004514	APPLIED TECHNOLOGY SOLUTIONS	1,065.75CR	CLEARED	A	4/27/2026
1010	4/17/2026	CHECK	004515	ARMED FORCE PEST CONTROL, INC.	205.00CR	CLEARED	A	4/24/2026
1010	4/17/2026	CHECK	004516	BENNETT ENGINEERING SERVICES	18,749.75CR	CLEARED	A	4/21/2026
1010	4/17/2026	CHECK	004517	CLOVERDALE LOCK & KEY	1,498.83CR	CLEARED	A	4/28/2026
1010	4/17/2026	CHECK	004518	COURTNEY HERNANDEZ	1,540.00CR	CLEARED	A	4/21/2026
1010	4/17/2026	CHECK	004519	DATAPROSE, LLC	1,822.77CR	CLEARED	A	4/23/2026
1010	4/17/2026	CHECK	004520	GINNLAW, P.C.	3,108.00CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004521	GRISWOLD INDUSTRIES	6,333.02CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004522	HARDESTER'S MARKETS & HARDWARE	329.54CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004523	VOID CHECK	0.00	CLEARED	A	4/17/2026
1010	4/17/2026	CHECK	004524	IAN GIBBS	200.00CR	CLEARED	A	4/28/2026
1010	4/17/2026	CHECK	004525	JENFITCH, LLC	6,405.95CR	CLEARED	A	4/23/2026
1010	4/17/2026	CHECK	004526	JOSEPH A LAYMON	1,938.55CR	CLEARED	A	4/23/2026
1010	4/17/2026	CHECK	004527	LAKE COUNTY WASTE SOLUTIONS, I	123.76CR	CLEARED	A	4/28/2026
1010	4/17/2026	CHECK	004528	LAKE COUNTY WASTE SOLUTIONS, I	568.72CR	CLEARED	A	4/27/2026
1010	4/17/2026	CHECK	004529	MENDO MILL CLEARLAKE	536.83CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004530	NHA ADVISORS	4,800.00CR	CLEARED	A	4/28/2026
1010	4/17/2026	CHECK	004531	PAUL KELLEY	463.17CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004532	RGW GROUNDSKEEPING, LLC	475.00CR	CLEARED	A	4/28/2026
1010	4/17/2026	CHECK	004533	TELSTAR INSTRUMENTS	3,984.00CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004534	THOMAS SHEFFER	108.33CR	CLEARED	A	4/28/2026
1010	4/17/2026	CHECK	004535	TYLER TECHNOLOGY	5,811.45CR	CLEARED	A	4/23/2026
1010	4/17/2026	CHECK	004536	UBEO WEST LLC	86.10CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004537	UBEO WEST, LLC	1,038.86CR	CLEARED	A	4/22/2026
1010	4/17/2026	CHECK	004538	USA BLUE BOOK	1,688.43CR	CLEARED	A	4/23/2026
1010	4/17/2026	CHECK	004539	VERIZON WIRELESS	1,545.28CR	CLEARED	A	4/23/2026
1010	4/17/2026	CHECK	004540	VERIZON WIRELESS	500.88CR	CLEARED	A	4/23/2026
1010	4/17/2026	CHECK	004541	WEST YOST & ASSOCIATES, INC.	11,709.25CR	CLEARED	A	4/21/2026
1010	4/17/2026	CHECK	004542	WESTGATE PETROLEUM CO., INC.	816.05CR	CLEARED	A	4/21/2026
1010	4/17/2026	CHECK	004543	MCLAUGHLIN, DAMON &	188.70CR	CLEARED	A	4/23/2026
DEPOSIT:								
1010	4/01/2026	DEPOSIT		CREDIT CARD 4/01/2026	7,915.28	CLEARED	C	4/02/2026
1010	4/01/2026	DEPOSIT	000001	CREDIT CARD 4/01/2026	1,464.18	CLEARED	C	4/02/2026
1010	4/01/2026	DEPOSIT	000002	CREDIT CARD 4/01/2026	4,540.86	CLEARED	C	4/02/2026
1010	4/01/2026	DEPOSIT	000003	CREDIT CARD 4/01/2026	1,506.70	CLEARED	C	4/06/2026
1010	4/01/2026	DEPOSIT	000004	REGULAR DAILY POST 4/01/2026	837.68	CLEARED	C	4/02/2026

COMPANY: 999 - POOLED CASH FUND
ACCOUNT: 1010 CASH - POOLED
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 4/01/2026 THRU 4/30/2026
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1010	4/01/2026	DEPOSIT	040126	RECONCILE CC	223.33CR	CLEARED	G	4/01/2026
1010	4/02/2026	DEPOSIT		CREDIT CARD 4/02/2026	21,932.49	CLEARED	C	4/03/2026
1010	4/02/2026	DEPOSIT	000001	CREDIT CARD 4/02/2026	2,174.64	CLEARED	C	4/03/2026
1010	4/02/2026	DEPOSIT	000002	CREDIT CARD 4/02/2026	404.43	CLEARED	C	4/03/2026
1010	4/02/2026	DEPOSIT	000003	CREDIT CARD 4/02/2026	139.29	CLEARED	C	4/07/2026
1010	4/02/2026	DEPOSIT	000004	REGULAR DAILY POST 4/02/2026	372.54	CLEARED	C	4/03/2026
1010	4/03/2026	DEPOSIT		CREDIT CARD 4/03/2026	5,947.70	CLEARED	C	4/06/2026
1010	4/03/2026	DEPOSIT	000001	CREDIT CARD 4/03/2026	722.11	CLEARED	C	4/06/2026
1010	4/03/2026	DEPOSIT	000002	CREDIT CARD 4/03/2026	365.05	CLEARED	C	4/06/2026
1010	4/03/2026	DEPOSIT	000003	CREDIT CARD 4/03/2026	462.75	CLEARED	C	4/08/2026
1010	4/03/2026	DEPOSIT	000004	REGULAR DAILY POST 4/03/2026	716.11	CLEARED	C	4/06/2026
1010	4/06/2026	DEPOSIT		CREDIT CARD 4/06/2026	7,342.14	CLEARED	C	4/07/2026
1010	4/06/2026	DEPOSIT	000001	CREDIT CARD 4/06/2026	2,409.15	CLEARED	C	4/08/2026
1010	4/06/2026	DEPOSIT	000002	CREDIT CARD 4/06/2026	5,989.77	CLEARED	C	4/08/2026
1010	4/06/2026	DEPOSIT	000003	CREDIT CARD 4/06/2026	299.11	CLEARED	C	4/07/2026
1010	4/06/2026	DEPOSIT	000004	CREDIT CARD 4/06/2026	494.57	CLEARED	C	4/08/2026
1010	4/06/2026	DEPOSIT	000005	CREDIT CARD 4/06/2026	634.06	CLEARED	C	4/07/2026
1010	4/06/2026	DEPOSIT	000006	CREDIT CARD 4/06/2026	183.75	CLEARED	C	4/08/2026
1010	4/06/2026	DEPOSIT	000007	CREDIT CARD 4/06/2026	1,539.37	CLEARED	C	4/08/2026
1010	4/06/2026	DEPOSIT	000008	CREDIT CARD 4/06/2026	571.92	CLEARED	C	4/09/2026
1010	4/06/2026	DEPOSIT	000009	REGULAR DAILY POST 4/06/2026	3,725.64	CLEARED	C	4/07/2026
1010	4/07/2026	DEPOSIT		CREDIT CARD 4/07/2026	2,826.94	CLEARED	C	4/08/2026
1010	4/07/2026	DEPOSIT	000001	CREDIT CARD 4/07/2026	1,072.64	CLEARED	C	4/08/2026
1010	4/07/2026	DEPOSIT	000002	CREDIT CARD 4/07/2026	975.30	CLEARED	C	4/08/2026
1010	4/07/2026	DEPOSIT	000003	CREDIT CARD 4/07/2026	1,765.09	CLEARED	C	4/10/2026
1010	4/07/2026	DEPOSIT	000004	REGULAR DAILY POST 4/07/2026	3,131.86	CLEARED	C	4/08/2026
1010	4/08/2026	DEPOSIT		CREDIT CARD 4/08/2026	4,227.21	CLEARED	C	4/09/2026
1010	4/08/2026	DEPOSIT	000001	CREDIT CARD 4/08/2026	1,306.99	CLEARED	C	4/09/2026
1010	4/08/2026	DEPOSIT	000002	CREDIT CARD 4/08/2026	1,822.06	CLEARED	C	4/09/2026
1010	4/08/2026	DEPOSIT	000003	DAILY PAYMENT POSTING - ADJ	467.96CR	CLEARED	U	4/08/2026
1010	4/08/2026	DEPOSIT	000004	DAILY PAYMENT POSTING	467.96	CLEARED	U	4/08/2026
1010	4/08/2026	DEPOSIT	000005	CREDIT CARD 4/08/2026	955.02	CLEARED	C	4/13/2026
1010	4/08/2026	DEPOSIT	000006	REGULAR DAILY POST 4/08/2026	6,188.30	CLEARED	C	4/09/2026
1010	4/09/2026	DEPOSIT		CREDIT CARD 4/09/2026	7,048.45	CLEARED	C	4/10/2026
1010	4/09/2026	DEPOSIT	000001	CREDIT CARD 4/09/2026	854.07	CLEARED	C	4/10/2026
1010	4/09/2026	DEPOSIT	000002	CREDIT CARD 4/09/2026	852.57	CLEARED	C	4/10/2026
1010	4/09/2026	DEPOSIT	000003	CREDIT CARD 4/09/2026	1,206.05	CLEARED	C	4/14/2026
1010	4/09/2026	DEPOSIT	000004	REGULAR DAILY POST 4/09/2026	4,245.78	CLEARED	C	4/10/2026
1010	4/10/2026	DEPOSIT		CREDIT CARD 4/10/2026	3,269.73	CLEARED	C	4/13/2026
1010	4/10/2026	DEPOSIT	000001	CREDIT CARD 4/10/2026	1,892.83	CLEARED	C	4/13/2026
1010	4/10/2026	DEPOSIT	000002	CREDIT CARD 4/10/2026	483.05	CLEARED	C	4/13/2026
1010	4/10/2026	DEPOSIT	000003	CREDIT CARD 4/10/2026	467.36	CLEARED	C	4/15/2026
1010	4/10/2026	DEPOSIT	000004	REGULAR DAILY POST 4/10/2026	5,500.07	CLEARED	C	4/13/2026
1010	4/13/2026	DEPOSIT		CREDIT CARD 4/13/2026	11,906.30	CLEARED	C	4/14/2026

COMPANY: 999 - POOLED CASH FUND
ACCOUNT: 1010 CASH - POOLED
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 4/01/2026 THRU 4/30/2026
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1010	4/13/2026	DEPOSIT	000001	CREDIT CARD 4/13/2026	2,349.09	CLEARED	C	4/15/2026
1010	4/13/2026	DEPOSIT	000002	CREDIT CARD 4/13/2026	4,811.62	CLEARED	C	4/15/2026
1010	4/13/2026	DEPOSIT	000003	CREDIT CARD 4/13/2026	2,229.09	CLEARED	C	4/14/2026
1010	4/13/2026	DEPOSIT	000004	CREDIT CARD 4/13/2026	428.20	CLEARED	C	4/15/2026
1010	4/13/2026	DEPOSIT	000005	CREDIT CARD 4/13/2026	608.33	CLEARED	C	4/15/2026
1010	4/13/2026	DEPOSIT	000006	CREDIT CARD 4/13/2026	324.23	CLEARED	C	4/14/2026
1010	4/13/2026	DEPOSIT	000007	CREDIT CARD 4/13/2026	192.50	CLEARED	C	4/15/2026
1010	4/13/2026	DEPOSIT	000008	CREDIT CARD 4/13/2026	114.27	CLEARED	C	4/15/2026
1010	4/13/2026	DEPOSIT	000009	CREDIT CARD 4/13/2026	820.66	CLEARED	C	4/16/2026
1010	4/13/2026	DEPOSIT	000010	REGULAR DAILY POST 4/13/2026	33,591.78	CLEARED	C	4/14/2026
1010	4/14/2026	DEPOSIT		CREDIT CARD 4/14/2026	5,208.37	CLEARED	C	4/15/2026
1010	4/14/2026	DEPOSIT	000001	CREDIT CARD 4/14/2026	2,999.95	CLEARED	C	4/15/2026
1010	4/14/2026	DEPOSIT	000002	CREDIT CARD 4/14/2026	210.87	CLEARED	C	4/15/2026
1010	4/14/2026	DEPOSIT	000003	CREDIT CARD 4/14/2026	2,178.67	CLEARED	C	4/17/2026
1010	4/14/2026	DEPOSIT	000004	REGULAR DAILY POST 4/14/2026	4,654.25	CLEARED	C	4/15/2026
1010	4/15/2026	DEPOSIT		CREDIT CARD 4/15/2026	5,253.11	CLEARED	C	4/16/2026
1010	4/15/2026	DEPOSIT	000001	CREDIT CARD 4/15/2026	2,446.69	CLEARED	C	4/16/2026
1010	4/15/2026	DEPOSIT	000002	CREDIT CARD 4/15/2026	2,544.27	CLEARED	C	4/16/2026
1010	4/15/2026	DEPOSIT	000003	CREDIT CARD 4/15/2026	40,714.61	CLEARED	C	4/17/2026
1010	4/15/2026	DEPOSIT	000004	CREDIT CARD 4/15/2026	3,346.89	CLEARED	C	4/17/2026
1010	4/15/2026	DEPOSIT	000005	CREDIT CARD 4/15/2026	2,753.01	CLEARED	C	4/20/2026
1010	4/15/2026	DEPOSIT	000006	REGULAR DAILY POST 4/15/2026	7,863.74	CLEARED	C	4/16/2026
1010	4/15/2026	DEPOSIT	000007	CREDIT CARD 4/15/2026	943.88	CLEARED	C	4/17/2026
1010	4/15/2026	DEPOSIT	000008	DRAFT POSTING	24,997.60	CLEARED	U	4/16/2026
1010	4/16/2026	DEPOSIT		CREDIT CARD 4/16/2026	2,477.09	CLEARED	C	4/21/2026
1010	4/16/2026	DEPOSIT	000001	REGULAR DAILY POST 4/16/2026	4,041.18	CLEARED	C	4/17/2026
1010	4/17/2026	DEPOSIT		CREDIT CARD 4/17/2026	91.05	CLEARED	C	4/17/2026
1010	4/17/2026	DEPOSIT	000001	CREDIT CARD 4/17/2026	11,492.86	CLEARED	C	4/20/2026
1010	4/17/2026	DEPOSIT	000002	CREDIT CARD 4/17/2026	2,414.11	CLEARED	C	4/20/2026
1010	4/17/2026	DEPOSIT	000003	CREDIT CARD 4/17/2026	998.74	CLEARED	C	4/20/2026
1010	4/17/2026	DEPOSIT	000004	CREDIT CARD 4/17/2026	2,624.86	CLEARED	C	4/22/2026
1010	4/17/2026	DEPOSIT	000005	REGULAR DAILY POST 4/17/2026	8,150.84	CLEARED	C	4/20/2026
1010	4/20/2026	DEPOSIT		CREDIT CARD 4/20/2026	10,071.91	CLEARED	C	4/21/2026
1010	4/20/2026	DEPOSIT	000001	CREDIT CARD 4/20/2026	11,732.98	CLEARED	C	4/22/2026
1010	4/20/2026	DEPOSIT	000002	CREDIT CARD 4/20/2026	9,483.93	CLEARED	C	4/22/2026
1010	4/20/2026	DEPOSIT	000003	CREDIT CARD 4/20/2026	1,949.10	CLEARED	C	4/21/2026
1010	4/20/2026	DEPOSIT	000004	CREDIT CARD 4/20/2026	1,220.66	CLEARED	C	4/22/2026
1010	4/20/2026	DEPOSIT	000005	CREDIT CARD 4/20/2026	2,418.63	CLEARED	C	4/22/2026
1010	4/20/2026	DEPOSIT	000006	CREDIT CARD 4/20/2026	1,693.69	CLEARED	C	4/21/2026
1010	4/20/2026	DEPOSIT	000007	CREDIT CARD 4/20/2026	586.74	CLEARED	C	4/22/2026
1010	4/20/2026	DEPOSIT	000008	CREDIT CARD 4/20/2026	860.41	CLEARED	C	4/22/2026
1010	4/20/2026	DEPOSIT	000009	CREDIT CARD 4/20/2026	9,558.45	CLEARED	C	4/23/2026
1010	4/20/2026	DEPOSIT	000010	REGULAR DAILY POST 4/20/2026	15,126.69	CLEARED	C	4/21/2026
1010	4/20/2026	DEPOSIT	000011	DAILY PAYMENT POSTING - ADJ	112.98CR	CLEARED	U	4/20/2026

COMPANY: 999 - POOLED CASH FUND
ACCOUNT: 1010 CASH - POOLED
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 4/01/2026 THRU 4/30/2026
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1010	4/20/2026	DEPOSIT	042026	DEVELOPER FEE - LAFCO	6,500.00	CLEARED	G	4/21/2026
1010	4/21/2026	DEPOSIT		DAILY PAYMENT POSTING - ADJ	357.84CR	CLEARED	U	4/21/2026
1010	4/21/2026	DEPOSIT	000001	CREDIT CARD 4/21/2026	22,394.43	CLEARED	C	4/22/2026
1010	4/21/2026	DEPOSIT	000002	DAILY PAYMENT POSTING	357.84	CLEARED	U	4/21/2026
1010	4/21/2026	DEPOSIT	000003	CREDIT CARD 4/21/2026	9,465.56	CLEARED	C	4/22/2026
1010	4/21/2026	DEPOSIT	000004	CREDIT CARD 4/21/2026	2,548.77	CLEARED	C	4/22/2026
1010	4/21/2026	DEPOSIT	000005	CREDIT CARD 4/21/2026	1,500.59	CLEARED	C	4/24/2026
1010	4/21/2026	DEPOSIT	000006	REGULAR DAILY POST 4/21/2026	1,104.89	CLEARED	C	4/22/2026
1010	4/22/2026	DEPOSIT		CREDIT CARD 4/22/2026	3,778.53	CLEARED	C	4/23/2026
1010	4/22/2026	DEPOSIT	000001	CREDIT CARD 4/22/2026	1,157.01	CLEARED	C	4/23/2026
1010	4/22/2026	DEPOSIT	000002	CREDIT CARD 4/22/2026	1,281.87	CLEARED	C	4/23/2026
1010	4/22/2026	DEPOSIT	000003	CREDIT CARD 4/22/2026	318.28	CLEARED	C	4/27/2026
1010	4/22/2026	DEPOSIT	000004	REGULAR DAILY POST 4/22/2026	2,703.15	CLEARED	C	4/23/2026
1010	4/23/2026	DEPOSIT		CREDIT CARD 4/23/2026	2,915.47	CLEARED	C	4/24/2026
1010	4/23/2026	DEPOSIT	000001	CREDIT CARD 4/23/2026	879.17	CLEARED	C	4/24/2026
1010	4/23/2026	DEPOSIT	000002	CREDIT CARD 4/23/2026	221.05	CLEARED	C	4/24/2026
1010	4/23/2026	DEPOSIT	000003	REGULAR DAILY POST 4/23/2026	1,391.56	CLEARED	C	4/24/2026
1010	4/24/2026	DEPOSIT		CREDIT CARD 4/24/2026	2,717.16	CLEARED	C	4/27/2026
1010	4/24/2026	DEPOSIT	000001	CREDIT CARD 4/24/2026	529.81	CLEARED	C	4/27/2026
1010	4/24/2026	DEPOSIT	000002	CREDIT CARD 4/24/2026	480.10	CLEARED	C	4/29/2026
1010	4/24/2026	DEPOSIT	000003	REGULAR DAILY POST 4/24/2026	772.04	CLEARED	C	4/27/2026
1010	4/27/2026	DEPOSIT		CREDIT CARD 4/27/2026	971.01	CLEARED	C	4/28/2026
1010	4/27/2026	DEPOSIT	000001	CREDIT CARD 4/27/2026	90.27	CLEARED	C	4/29/2026
1010	4/27/2026	DEPOSIT	000002	CREDIT CARD 4/27/2026	435.63	CLEARED	C	4/29/2026
1010	4/27/2026	DEPOSIT	000003	CREDIT CARD 4/27/2026	1,019.81	CLEARED	C	4/28/2026
1010	4/27/2026	DEPOSIT	000004	CREDIT CARD 4/27/2026	758.14	CLEARED	C	4/29/2026
1010	4/27/2026	DEPOSIT	000005	CREDIT CARD 4/27/2026	192.39	CLEARED	C	4/29/2026
1010	4/27/2026	DEPOSIT	000006	CREDIT CARD 4/27/2026	264.24	CLEARED	C	4/28/2026
1010	4/27/2026	DEPOSIT	000007	CREDIT CARD 4/27/2026	478.39	CLEARED	C	4/29/2026
1010	4/27/2026	DEPOSIT	000008	REGULAR DAILY POST 4/27/2026	1,263.68	CLEARED	C	4/28/2026
1010	4/28/2026	DEPOSIT		CREDIT CARD 4/28/2026	710.27	CLEARED	C	4/29/2026
1010	4/28/2026	DEPOSIT	000001	CREDIT CARD 4/28/2026	1,865.11	CLEARED	C	4/29/2026
1010	4/28/2026	DEPOSIT	000002	CREDIT CARD 4/28/2026	70.75	CLEARED	C	4/29/2026
1010	4/28/2026	DEPOSIT	000003	CREDIT CARD 4/28/2026	10.00	CLEARED	C	5/01/2026
1010	4/28/2026	DEPOSIT	000004	REGULAR DAILY POST 4/28/2026	4,444.97	CLEARED	C	4/29/2026
1010	4/29/2026	DEPOSIT		CREDIT CARD 4/29/2026	1,508.94	CLEARED	C	4/30/2026
1010	4/29/2026	DEPOSIT	000001	CREDIT CARD 4/29/2026	966.89	CLEARED	C	4/30/2026
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1010	4/29/2026	DEPOSIT	000003	CREDIT CARD 4/29/2026	609.91	OUTSTND	C	0/00/0000
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1010	4/30/2026	DEPOSIT		CREDIT CARD 4/30/2026	1,466.14	CLEARED	C	5/01/2026
1010	4/30/2026	DEPOSIT	000001	CREDIT CARD 4/30/2026	58.19	CLEARED	C	5/01/2026
1010	4/30/2026	DEPOSIT	000002	CREDIT CARD 4/30/2026	1,202.57	CLEARED	C	5/01/2026
1010	4/30/2026	DEPOSIT	000003	CREDIT CARD 4/30/2026	1,027.22	OUTSTND	C	0/00/0000

COMPANY: 999 - POOLED CASH FUND
ACCOUNT: 1010 CASH - POOLED
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 4/01/2026 THRU 4/30/2026
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1010	4/30/2026	DEPOSIT	000004	REGULAR DAILY POST 4/30/2026	828.63	CLEARED	C	5/01/2026
MISCELLANEOUS:								
1010	4/03/2026	MISC.		PAYROLL DIRECT DEPOSIT	35,854.51CR	CLEARED	P	4/03/2026
1010	4/09/2026	MISC.	040926	FUND 223 CKG TO CA CLASS	623,120.00CR	CLEARED	G	4/09/2026
1010	4/17/2026	MISC.		PAYROLL DIRECT DEPOSIT	34,179.01CR	CLEARED	P	4/17/2026
SERVICE CHARGE:								
1010	4/02/2026	SERV-CHG		MARCH CHASE FEES	528.92CR	CLEARED	G	4/02/2026
1010	4/02/2026	SERV-CHG	000001	MARCH CHASE FEES	4,349.30CR	CLEARED	G	4/02/2026
1010	4/06/2026	SERV-CHG	040726	MARCH AMX FEES	87.35CR	CLEARED	G	4/06/2026
1010	4/15/2026	SERV-CHG		MARCH ACCOUNT ANALYSIS FEES	354.98CR	CLEARED	G	4/15/2026

TOTALS FOR ACCOUNT 1010	CHECK	TOTAL:	373,211.25CR
	DEPOSIT	TOTAL:	468,699.60
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	693,153.52CR
	SERVICE CHARGE	TOTAL:	5,320.55CR
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	34,631.49CR

TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	373,211.25CR
	DEPOSIT	TOTAL:	468,699.60
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	693,153.52CR
	SERVICE CHARGE	TOTAL:	5,320.55CR
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	34,631.49CR

MEMO

To: Board of Directors

From: Donna Mahoney

Date: 05/15/2026

RE: Senior Account Representatives' Monthly Report

Monthly Billing 04/30/2026
Mailed statements: 2097
Electronic statements: 617

Download our new app "My HVLCSD" to your smartphone today! With it, you can subscribe to emergency notifications, pay your bill, sign up for leak alerts through EyeOnWater, and more.

Delinquent Billing 04/21/2026
566 Delinquent statements

Courtesy Notification 05/05/2026
124 Door Knockers were sent out at 8:00 am

Phone Notification 05/12/2026
84

Lock Offs 05/14/2026
7

Remain Locked 05/15/2026
5

Total Payment Contract as of 05/15/2026
11

Mailed Bills		Electronic	Mailed Delinquent Bills		Delivered 7-Day Notice		Phone Notify		Locked-Off Meters	Sent Out	Remained Locked	Remain Locked 15th		Occupied	Unoccupied
11/26/2025	2097	623	12/22/2025	501	1/6/2026	145	1/13/2026	94	1/15/2026	15	6			11	4
12/31/2025	2095	622	1/20/2026	618	2/3/2026	158	2/10/2026	86	2/12/2025	11	5			7	4
1/30/2026	2097	622	2/21/2026	563	3/3/2026	137	3/10/2026	84	3/12/2026	11	6			9	2
2/27/2026	2098	620	3/21/2026	514	4/7/2026	126	4/14/2026	75	4/16/2026	8	4				
3/31/2026	2095	621	4/21/2026	566	5/5/2026	124	5/12/2026	84	5/14/2026	7	3			3	0
4/30/2026	2097	617													

Hidden Valley Lake Community Services District
Regulatory and Legislative Updates
May 2026

Association of California Water Agencies (ACWA) Highlights

Energy Committee 5/5
In-person committee meetings were held at the Spring Conference in Sacramento. The Energy Committee is closely monitoring the governor's race to see how the next administration will impact energy costs through the appointment of new PUC commissioners.

Water Quality Committee 5/5
PFAS litigation between large PFAS producers and water suppliers continues and the EPA delayed maximum contaminant level compliance until 2031. A PFAS maximum contaminant level has not yet been established by the State Water Resources Control Board, although there is speculation that they are considering adoption of the federal standard. Testing in 2025 from EPA's Fifth Unregulated Contaminant Monitoring Rule (UCMR 5) revealed that the District's water supply does not contain any of the PFAS-family compounds.

Golden Mussel invasions continue to spread across the state, compromising surface water intakes. The Legislature is actively considering new policies to limit the spread of Golden Mussels by both conveyance and recreational boating methods. It is unlikely that the District's groundwater supply would be impacted by Golden Mussels, or any other invasive mussel.

State Legislative Committee 4/17

AB 2214: *Not Favor* – Government finance: deposits

> This bill would create a new fund under the Pooled Money Investment Account (PMIA) which includes the Local Agency Investment Fund (LAIF). Funds would be reallocated to a new PMIA fund, the "Community Reinvestment Account," for the purpose of providing more resources for small businesses in underserved communities, first-time and first-generation home buyers, and affordable housing loans, among others. These lending activities are inconsistent with the current liquidity requirements of local agencies that currently invest in PMIAs and are a source of potential risk given PMIA's current dependency.

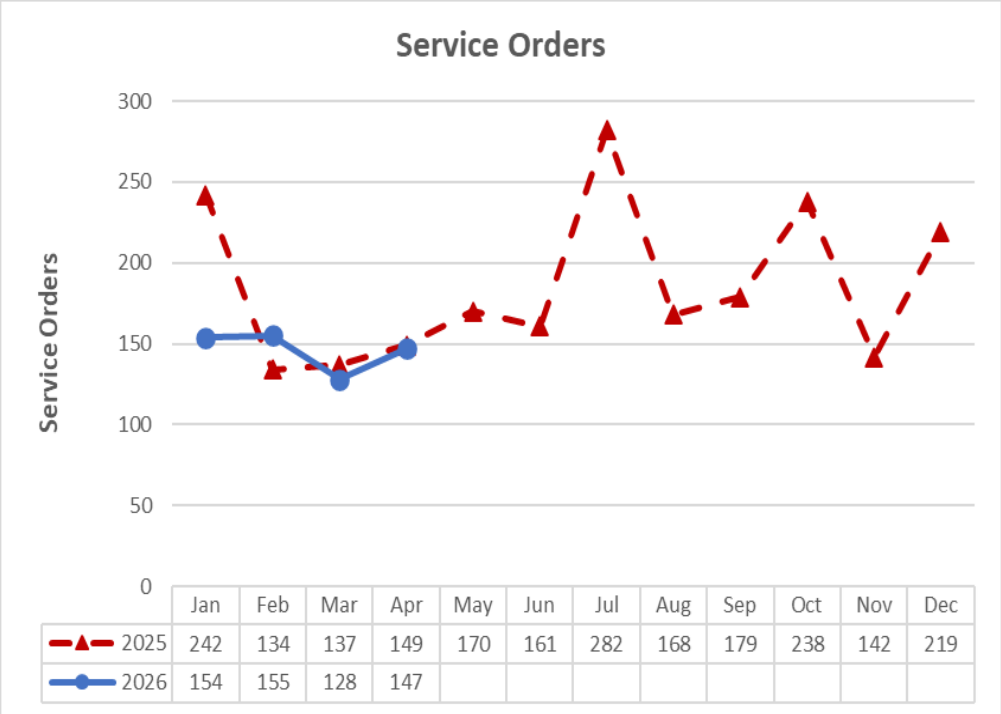
Hidden Valley Lake Community Services District

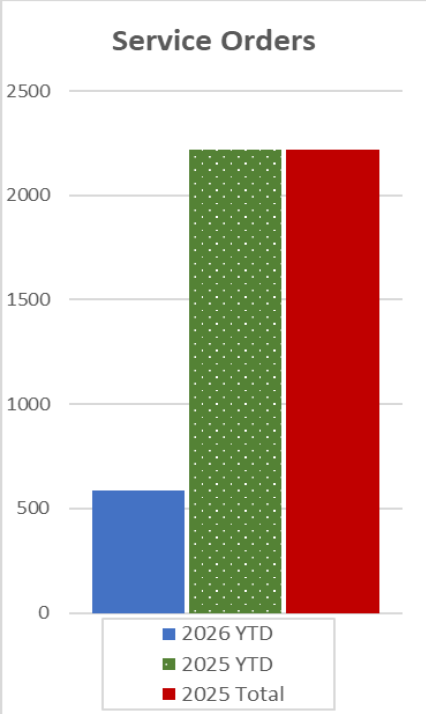
Field Operations Report

April 2026

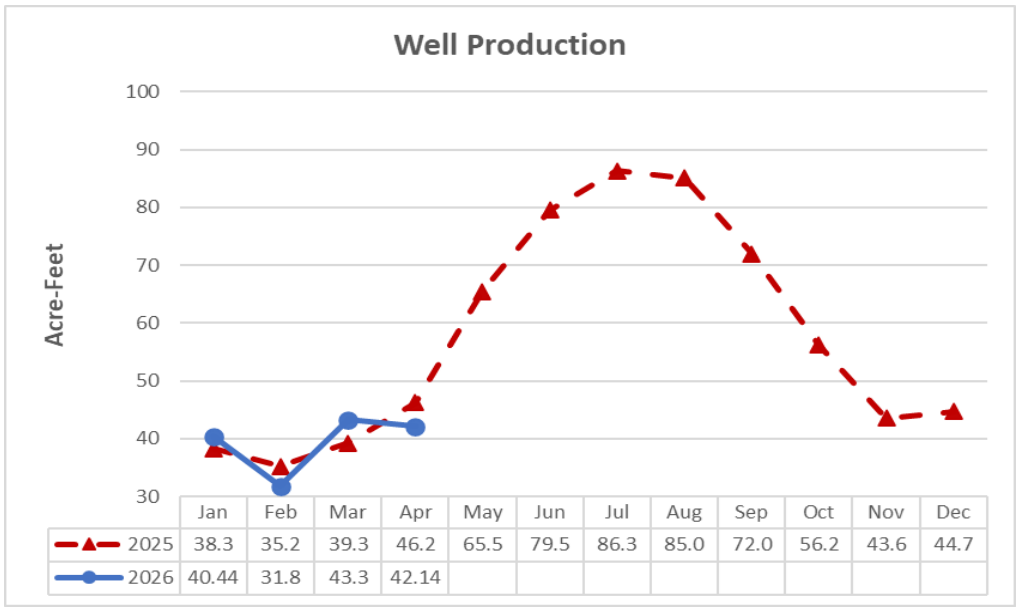
Water Connections		Wastewater Connections	
New (current month)	0	New (current month)	0
Residential (previous month)	2480	Residential (previous month)	1494
Commercial & Govt (previous month)	38	Commercial & Govt (previous month)	16
Total Water Connections:	**2518**	**Total Wastewater Connections:**	**1510**

Precipitation		
April	**Previous Year April**	**Historical**
4.51 in	068 in	2.23 in

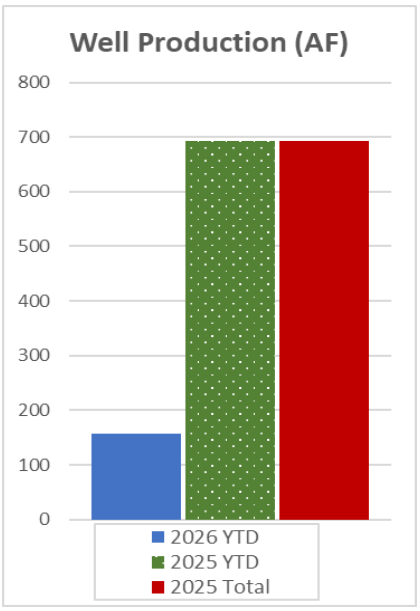


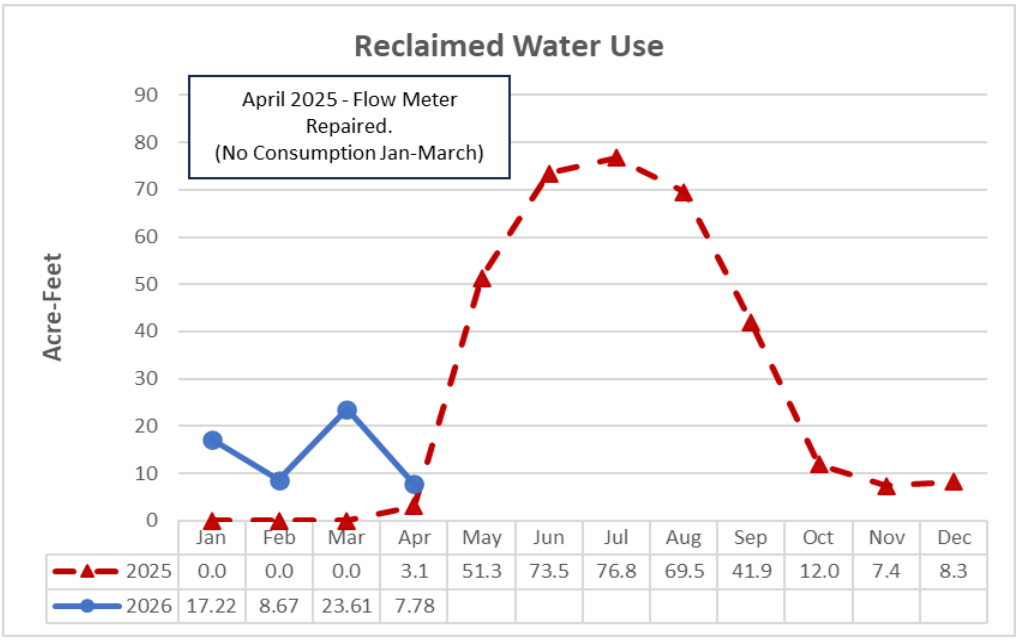


Hours		
Overtime Hours:	7.50	$252.59

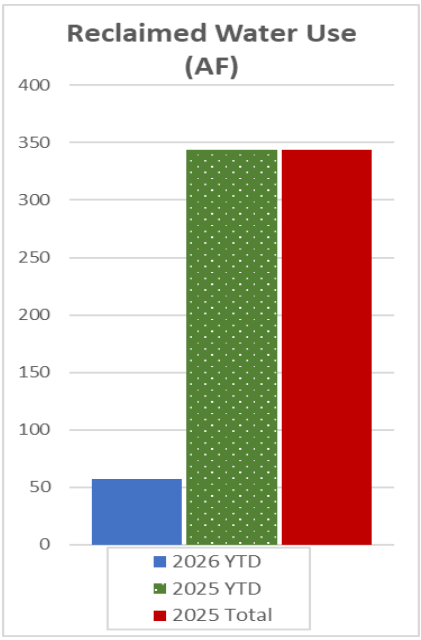


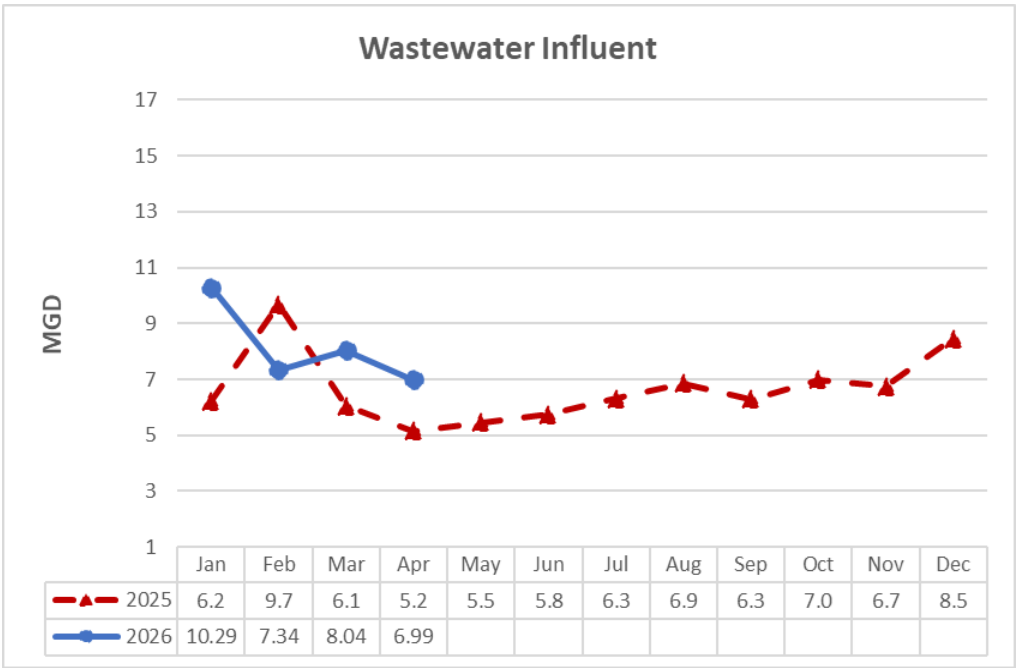
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2025	38.3	35.2	39.3	46.2	65.5	79.5	86.3	85.0	72.0	56.2	43.6	44.7
2026	40.44	31.8	43.3	42.14								



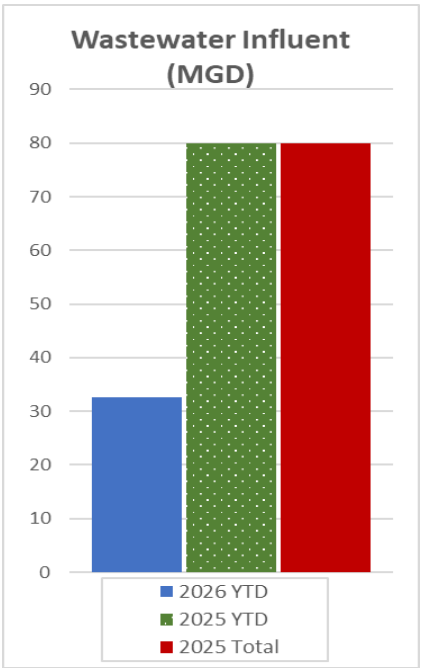


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2025	0.0	0.0	0.0	3.1	51.3	73.5	76.8	69.5	41.9	12.0	7.4	8.3
2026	17.22	8.67	23.61	7.78								





	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2025	6.2	9.7	6.1	5.2	5.5	5.8	6.3	6.9	6.3	7.0	6.7	8.5
2026	10.29	7.34	8.04	6.99								



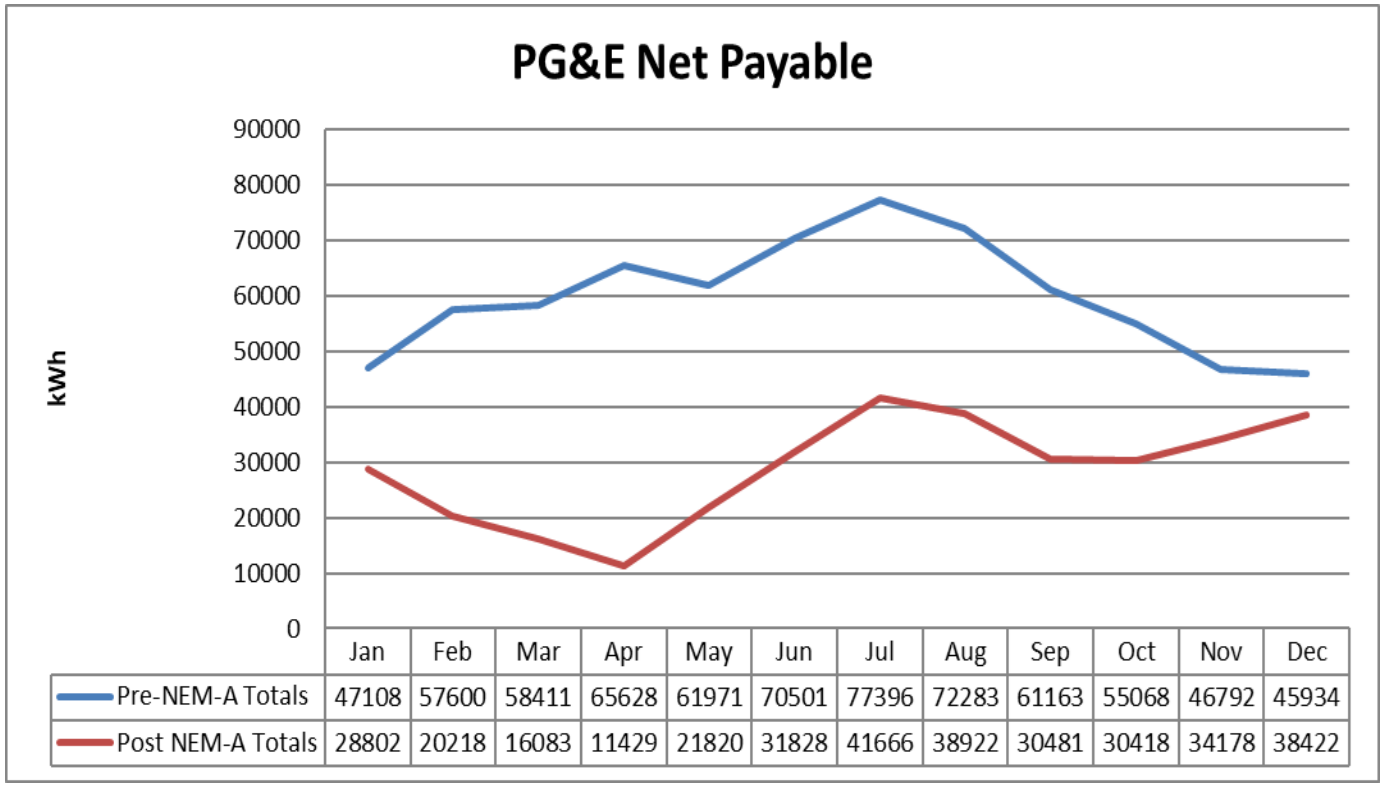
Vehicle Mileage	
Vehicle	**Mileage**
HV1	2,585
HV2	822
Truck 1	185
Truck 2	1,052
Truck 3	116
Truck 6	310
Truck 8	184
Tractor	1.40
Vac Truck	43.20
Excavator	1.70 hours
Skid Steer	5.50 hours

Fuel Tank Use		
	Gasoline	**Diesel**
Tank Meter	113.40	243.80
Fuel Log	113.10	243.50

Truck 3 — 2016 Nissan: To be removed from Fleet

Required repairs surpass the value.

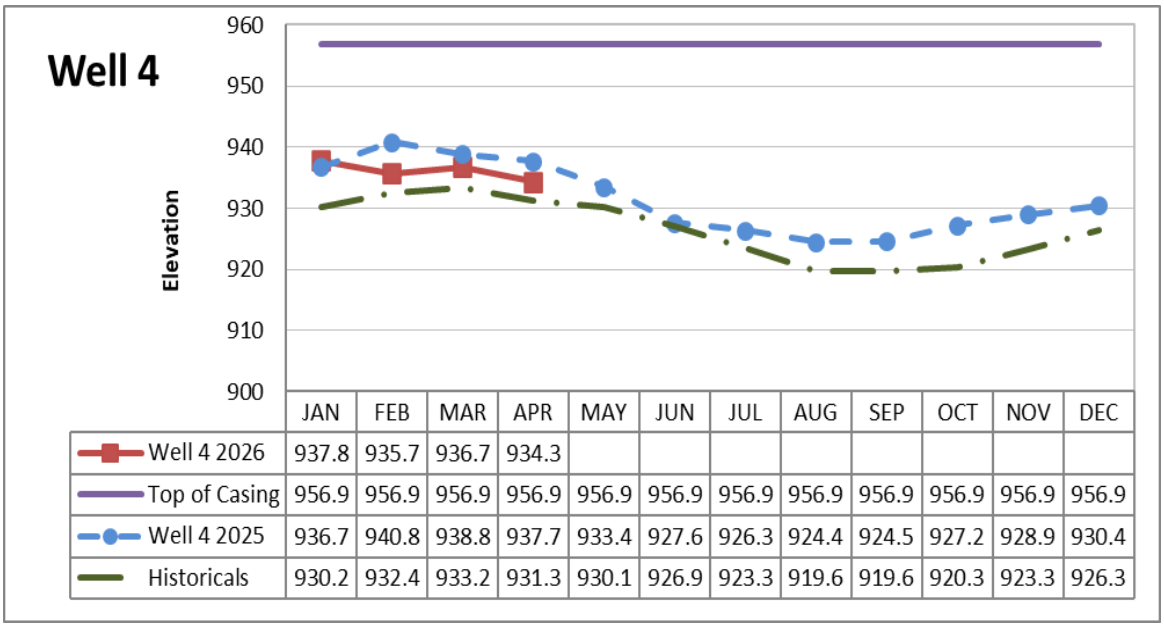




Groundwater Data

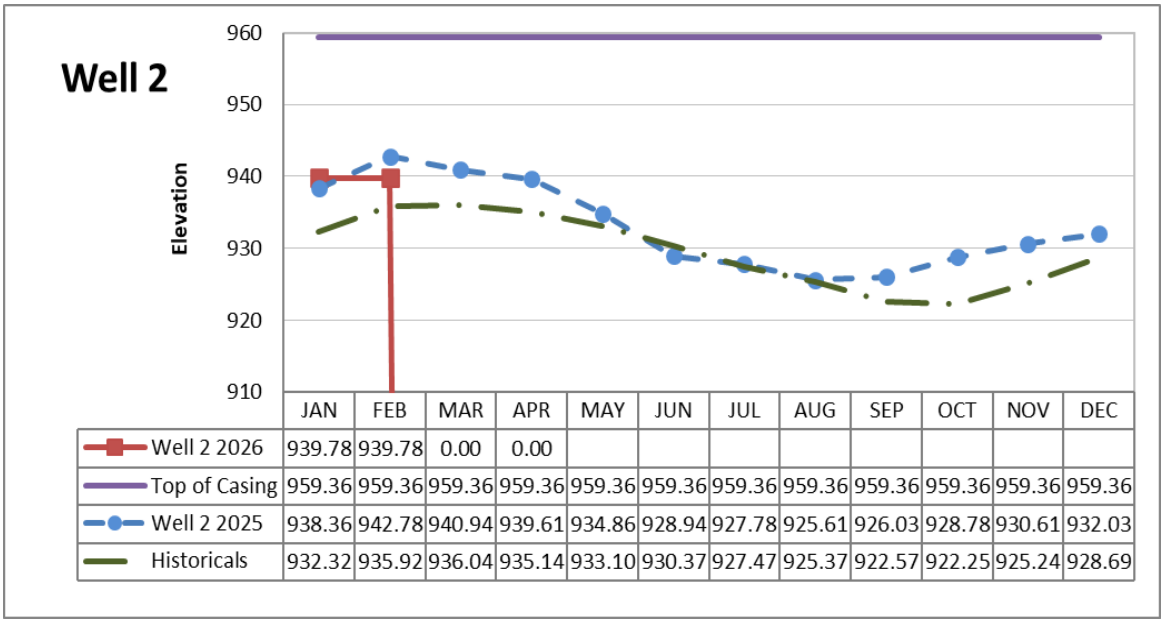
Drawdown Recharge Rate

April: 109%



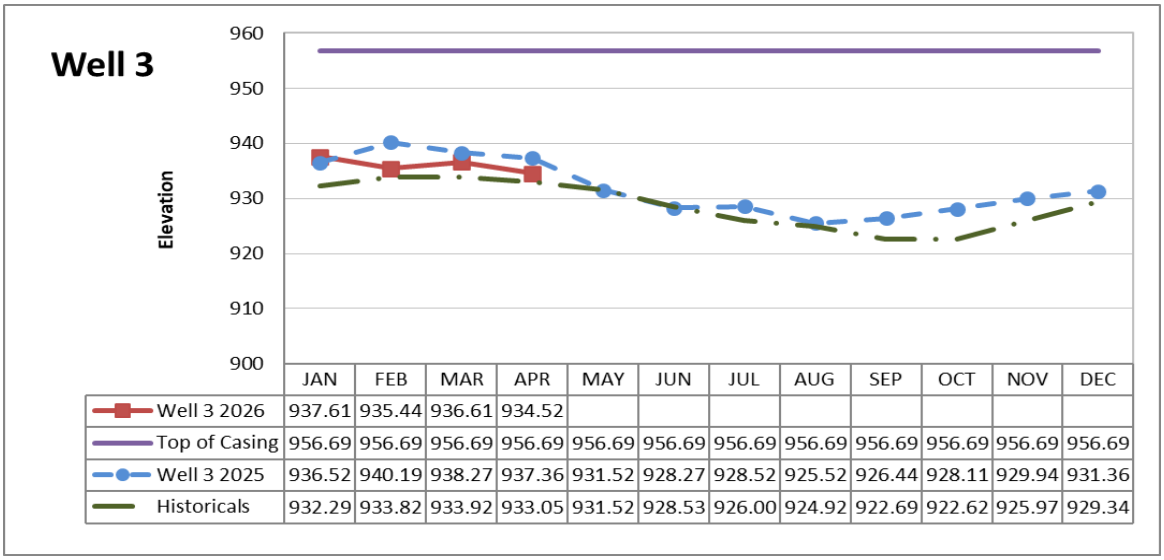
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Well 4 2026	937.8	935.7	936.7	934.3								
Top of Casing	956.9	956.9	956.9	956.9	956.9	956.9	956.9	956.9	956.9	956.9	956.9	956.9
Well 4 2025	936.7	940.8	938.8	937.7	933.4	927.6	926.3	924.4	924.5	927.2	928.9	930.4
Historicals	930.2	932.4	933.2	931.3	930.1	926.9	923.3	919.6	919.6	920.3	923.3	926.3

April: Offline—maintenance.
Repairs complete 4/30/26



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Well 2 2026	939.78	939.78	0.00	0.00								
Top of Casing	959.36	959.36	959.36	959.36	959.36	959.36	959.36	959.36	959.36	959.36	959.36	959.36
Well 2 2025	938.36	942.78	940.94	939.61	934.86	928.94	927.78	925.61	926.03	928.78	930.61	932.03
Historicals	932.32	935.92	936.04	935.14	933.10	930.37	927.47	925.37	922.57	922.25	925.24	928.69

April: 104%

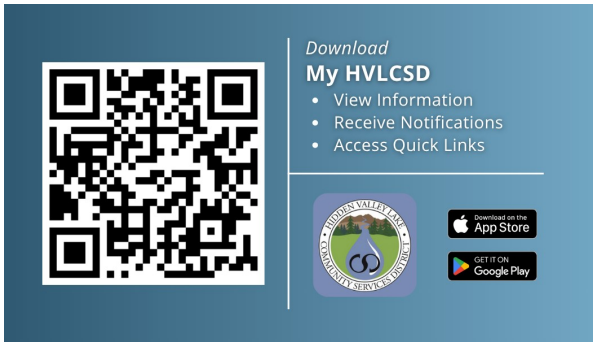


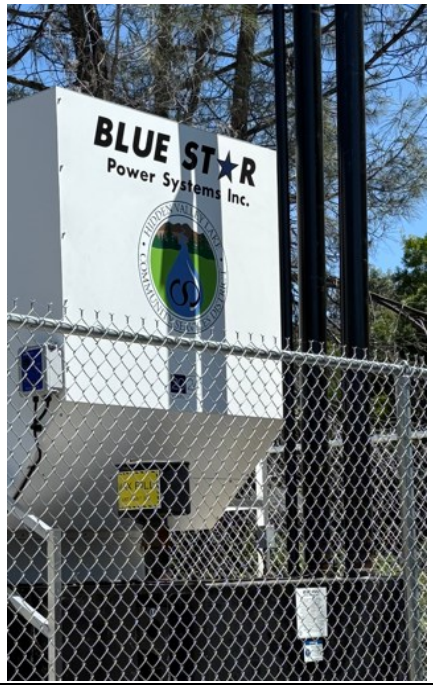
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Well 3 2026	937.61	935.44	936.61	934.52								
Top of Casing	956.69	956.69	956.69	956.69	956.69	956.69	956.69	956.69	956.69	956.69	956.69	956.69
Well 3 2025	936.52	940.19	938.27	937.36	931.52	928.27	928.52	925.52	926.44	928.11	929.94	931.36
Historicals	932.29	933.82	933.92	933.05	931.52	928.53	926.00	924.92	922.69	922.62	925.97	929.34

Water System Highlights

- Routine maintenance and operations
- Meter Reads: 4/27-4/29
- Kelly Reese, Water Resources Specialist: 2 years with District
- Tree Maintenance at Well field
- South Lake County Fire Event—Demonstrated mobile hydrant
- CRWA Conference—South Lake Tahoe: Operators Dominic & Chase attended
- Daupler — our after-hours service is nearly ready to launch
- MyHVLCSD App—accessible & on the app store
- Facilities enhancements— District logo on generators (Hartmann & Greenridge)







Wastewater System Highlights

- Routine maintenance and operations
- Central Valley RWQCB—Effluent Pond pH Mitigation Summary Report

Field Updates

Effluent Pond pH Mitigation Tasks : April

CVRWQCB Proposed Tasks

Task	Task Description	Completion Date
1	Installation of pH buffering mechanism at the effluent storage pond	July 31, 2025
2	Updating the 1993 Title 22 Engineering Report	December 31, 2025
3	Remove 6 to 8 inches of sludge from the bottom of the 25-acre effluent storage pond.	October 31, 2029

Task 1:

Complete

Task 1 continues to perform successfully, with the pump currently operating at a 30% feed rate and administering sulfuric acid. pH levels remain stable, consistently averaging around 8.1, when water is utilized.

Task 2:

Complete

The District and GHD collaborated effectively and submitted the updated Title 22 Engineering Report to the Water Board on December 19, 2025 meeting the deadline.

Task 3: Staff and the District's engineers discussed effective sludge-removal options and associated costs. Sampling is underway to evaluate current sludge conditions, with the goal of identifying the most efficient and cost-effective method for removing excess sludge from the effluent storage pond.

Hidden Valley Lake
Community Services District
19400 Hartmann Road
Hidden Valley Lake, CA 95467
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www.hvlcsd.org

MEMO

To: Board of Directors
From: Paul Kelley
Date: May 20th 2026
RE: General Manager's Report

Administrative Highlights

- The Lake County Water Association had a general meeting that covered the coming fire season, the location of more "Remote" hydrants like the ones the District purchased in January.
- The Chrome 6 work plan implementation continues –
  - Ground water testing, and alternative analysis
- Preparing for HV Firewise. And Fire house open house
  - Looking to show our mobile hydrants.
- The State provided the District their initial sanitary survey report – and the District staff is working on the response.
- The HVLA is coordinating access to Hole 9 well and RV park well.
- We assessed the responses to the Banking RFP – and this item is on this meeting
- And the assessments on the responses to the Digital Marketing/Communications RFQ – this on the May agenda for selection
- Updated the Budget format – and process of preliminary Board review in May, June Finance committee and Board Meeting hearing and Adoption June.
- Attended the CRWA, ACWA conferences and report at meeting. As well as attaining the Special District Governance Certification

Staff Update:

- Recruitment for Administrative Services Manager, and Interviews.
- The Personnel committee has started the process of creating a Lead Operator

Operations

- Major Maintenance
  - New Water Cl Analyzer fully operational
  - The same company provided a 30 day trial version for Wastewater.
- Starting the implementation of GoGov for customer communications as well as an Hidden Valley Lake CSD app for cell phones.
- Also implementing Daupler for the afterhours and emergency call/interactions.
- AMI Installations Completed

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Ongoing Initiatives

Several key initiatives that were already in progress:

Organizational Structure Review: The first step in this is:

- Continuing the job description for Lead Operator.
- Handbook update needed
- Office staffing assessment.

Chrome 6 Compliance plan: Ongoing regulatory compliance challenge to implement our plan – find a low / non chrome 6 source, and/or treatment of our higher Cr6 well

Safety Program: During the Monthly All-Op Staff meeting we review of potential safety concerns if any. Also instituted Safe to tell program for all safety complaints.

SCADA Cyber: Next up is the equipment purchase, currently they are working on the cyber protocols. Next up the server installed.

IT /Web Improvement: Check out internal website. The updated computers and laptops working well. The lab computer really needed replacement.

District of Distinction and Transparency: GM continues to attend the CSDM study group that runs 10 months and is precursor for GM Certification that helps with these District recognitions. I am also booked in some onsite training classes, and attending the CSDA conference in August. Attending recent CSDA classes – Leadership in Special District, HR Boot camp for special districts, and Financial security.

District Education moment:

- Making policy and setting direction is the antithesis of micro-management for a Board.