PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

December 4, 2024

BOARD OF DIRECTORS

W. SCOTT KELLERMAN
Division 1

DON WILSON
Division 2

CYNTHIA SANCHEZ
Division 3

KATHY MAC LAREN-GOMEZ
Division 4

VINCENT DINO
Division 5

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDER LLP
Attorneys

AGENDA FOR REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE

MONDAY, DECEMBER 9, 2024

6:00 p.m.

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

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

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

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale or on the District's website at https://www.palmdalewater.org/governance/board-activity/2024-meeting-agendas-minutes/ (Government Code Section 54957.5). Please call Danielle Henry at 661-947-4111 x1059 for public review of materials.

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

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

1) Pledge of Allegiance/Moment of Silence.
2) Administering of Oath of Office to Appointed and Elected Directors. (General Counsel Lee)
3) Roll Call.
4) Adoption of Agenda.
5) Public Comments for Non-Agenda Items.

6) Presentations:

6.1) None at This Time.

7) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)

7.1) Approval of Minutes of Regular Board Meeting held November 25, 2024.

7.2) Payment of Bills for December 9, 2024.

7.3) Approval of Absence of Director Kellerman from November 25, 2024 Regular Board Meeting due to Scheduled Vacation. (General Counsel Lee)

7.4) Approval to Refer Claim Received from Miguel Martinez Jr., Represented by Downtown LA Law Group, to Joint Powers Insurance Authority. (No Budget Impact – Finance Manager Hoffmeyer)

8) Action Items - Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)

8.1) Consideration and Possible Action on Purchase of Additional Equipment for the 2024 Meter Exchange Program. ($360,000.00 – Non-Budgeted – Finance Manager Hoffmeyer/Customer Care Supervisor Rosati)

8.2) Consideration and Possible Action to Approve Proposal from Walton Motors and Controls, Inc. for the Replacement of the Motor at Well No. 8A. ($83,285.00 – Non-Budgeted – Facilities Manager Wall)

8.3) Consideration and Possible Action to Accept Proposal and Direct Staff to Formalize Amendment No. 1 to the Consulting Services Agreement with TerraVerde Energy, LLC for Solar Energy Projects to Include Management of the Advance Clean Fleet Compliance Program. ($49,000.00 – Not-to-Exceed – Non-Budgeted – Facilities Manager Wall)

8.4) Consideration and Possible Action to Accept Proposal and Direct Staff to Formalize Amendment No. 1 to the Consulting Services Agreement with TerraVerde Energy, LLC for Management of the Tesla Battery Systems to Include Additional Services in the Scope of Work. ($31,637.00 – Not-to-Exceed – Non-Budgeted – Facilities Manager Wall)

8.5) Consideration and Possible Action on Authorization of the Following Conferences, Seminars, and Training Sessions for Board and Staff Attendance Within Budget Amounts Previously Approved in the 2024 Budget:

a) None at This Time.

9) Information Items:

9.1) Reports of Directors:

a) Standing Committees; Organization Appointments; Agency Liaisons:

1) Outreach Committee Meeting – November 26. (Director Dino, Chair/Director Sanchez/Director Wilson, Alt.

2) Antelope Valley East Kern Water Agency (AVEK) Meeting – November 26. (Director Dino, Board Liaison/President Mac Laren-Gomez, Alt.)

3) Palmdale Fin & Feather Club Meeting – December 7. (Director Wilson/Director Kellerman, Alt.)

b) General Meetings Reports of Directors.

9.2) Report of General Manager.

a) Department Activity Updates:

1) Customer Care Department. (Customer Care Supervisor Rosati)

9.3) Report of General Counsel.

10) Public Comments on Closed Session Agenda Matters.

11) Closed Session Under:

11.1) Government Code §54957(b)(1):

a) Public Employee Performance Evaluation: General Manager.

12) Public Report of Any Action Taken in Closed Session.

13) Board Members' Requests for Future Agenda Items.

14) Adjournment.



SCOTT L. ROGERS,
Assistant General Manager

SLR/dh

AGENDA ITEM NO. 2

BOARD MEMORANDUM

DATE: December 9, 2024

TO: **BOARD OF DIRECTORS**

FROM: Mr. Dennis D. LaMoreaux, General Manager

RE: ***ADMINISTERING OF OATH OF OFFICE TO APPOINTED AND ELECTED DIRECTORS. (GENERAL COUNSEL LEE)***

Attached is a copy of your Oath of Office for you to follow as General Counsel Lee administers your Oath at the December 9, 2024 Regular Board Meeting. General Counsel Lee will announce your name, and the Oaths will be administered individually.

After the Board meeting, your original Oath will be provided to you for signature. Executive Assistant Henry will send the executed Oaths via Fed Ex to the County of Los Angeles Board of Supervisors as they have requested.

Please let me know if you should have any questions.

Cc: General Counsel Lee
Kathy Mac Laren-Gomez, President
Scott Kellerman, Vice President
Cynthia Sanchez, Assistant Secretary

OATH OF OFFICE

For the office of Director of the Palmdale Water District:

I, KATHY MAC LAREN-GOMEZ, during such time as I hold the above office, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

_____

Kathy Mac Laren-Gomez

Subscribed and sworn to before me
this 9th day of December, 2024.

_____

Pam K. Lee, General Counsel

OATH OF OFFICE

For the office of Director of the Palmdale Water District:

I, SCOTT KELLERMAN, during such time as I hold the above office, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

_____

Scott Kellerman

Subscribed and sworn to before me
this 9th day of December, 2024.

_____

Pam K. Lee, General Counsel

OATH OF OFFICE

For the office of Director of the Palmdale Water District:

I, CYNTHIA SANCHEZ, during such time as I hold the above office, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

_____

Cynthia Sanchez

Subscribed and sworn to before me
this 9th day of December, 2024.

_____

Pam K. Lee, General Counsel

BOARD MEMORANDUM

DATE: December 9, 2024

TO: **BOARD OF DIRECTORS**

FROM: Mr. Dennis D. LaMoreaux, General Manager

RE: ***APPROVAL OF ABSENCE OF DIRECTOR KELLERMAN FROM NOVEMBER 25, 2024 REGULAR BOARD MEETING DUE TO SCHEDULED VACATION. (GENERAL COUNSEL LEE)***

Director Kellerman was absent from the November 25, 2024 Regular Board Meeting due to a scheduled vacation. Agenda Item No. 7.3 has been placed on the Consent Calendar to excuse this absence pursuant to Section 4.07.2 of the District's Rules and Regulations which states, "The Board shall excuse absences by approving such absences pursuant to the Consent Calendar at the next Regular Board meeting."

BOARD MEMORANDUM

DATE: December 9, 2024

TO: **BOARD OF DIRECTORS**

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

VIA: Mr. Dennis D. LaMoreaux, General Manager

RE: ***APPROVAL TO REFER CLAIM RECEIVED FROM MIGUEL MARTINEZ JR., REPRESENTED BY DOWNTOWN LA LAW GROUP, TO JOINT POWERS INSURANCE AUTHORITY. (NO BUDGET IMPACT – FINANCE MANAGER HOFFMEYER)***

Recommendation:

Staff recommends that the Board refer the claim received from Miguel Martinez, Jr., represented by Downtown LA Law Group, to Joint Powers Insurance Authority for handling.

Alternative Options:

The Board can accept the claim.

Impact of Taking No Action:

The Board must take action.

Background:

Review of the summons names the District as a defendant in the case. The plaintiff (a minor) is suing due to injuries suffered at Wilderness Park in Bakersfield. It is stated that the reason injuries occurred was due to the defendants negligently and/or recklessly, maintained, managed, operated, controlled, and safeguarded the premises at or near 5720 Wilderness Dr., Bakersfield, CA. The location of the accident is outside the District's boundaries and is not the responsibility of the District.

Strategic Plan Initiative/Mission Statement:

Not applicable.

Budget:

Not applicable.

Supporting Documents:

- Summons from Downtown L.A. Law Group, LLP dated October 14, 2024.

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: CITY OF BAKERSFIELD, a public entity; (
(AVISO AL DEMANDADO): Additional Parties Attachment form is attached)

YOU ARE BEING SUED BY PLAINTIFF: MIGUEL MARTINEZ JR., a minor,
(LO ESTÁ DEMANDANDO EL DEMANDANTE): by and through his Guardian ad Litem MIGUEL MARTINEZ.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
10/14/2024 3:39 PM
Kern County Superior Court
By Gricelda Evans, Deputy

RECEIVED
NOV 26 2024

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (*www.sucorte.ca.gov*), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (*www.lawhelpcalifornia.org*), en el Centro de Ayuda de las Cortes de California, (*www.sucorte.ca.gov*) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California, County of Kern
1215 Truxtun Avenue
Bakersfield, California 93301

CASE NUMBER:
(Número del Caso):
bcv-24-102221

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Ran Ryan Noy, Esq.
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DOWNTOWN LA LAW GROUP
910 S. Broadway, Los Angeles, CA 90015
(213) 389-3765

DATE: 10/14/2024 TARA LEAL Clerk, by *(Secretario)* Gricelda Evans, Deputy *(Adjunto)*
(Fecha)

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☒ on behalf of *(specify):* PALMDALE WATER DISTRICT, a public entity
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☒ other *(specify):* a public entity
4. ☐ by personal delivery on *(date):*

SHORT TITLE: MIGUEL MARTINEZ JR. vs. CITY OF BAKERSFIELD, et. al.	CASE NUMBER: bcv-24-102221

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties *(Check only one box. Use a separate page for each type of party.)*:

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

COUNTY OF KERN, a public entity; STATE OF CALIFORNIA, a public entity; CALIFORNIA DEPARTMENT OF TRANSPORTATION, a public entity; PALMDALE WATER DISTRICT, a public entity; SOUTHERN CALIFORNIA GAS COMPANY, a public entity; LOS ANGELES DEPARTMENT OF WATER AND POWER, a public entity; SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation; and Does 1 to 50, inclusive.

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

Westlaw Doc & Form Builder

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: 351275
NAME: Ran Ryan Noy, Esq.
FIRM NAME: DOWNTOWN LA LAW GROUP
STREET ADDRESS: 910 S Broadway
CITY: Los Angeles STATE: CA ZIP CODE: 90015
TELEPHONE NO.: (213) 389-3765 FAX NO.: (877) 389-2775
EMAIL ADDRESS: Ryan@downtownlalaw.com
ATTORNEY FOR (name): MIGUEL MARTINEZ JR.

FOR COURT USE ONLY

ELECTRONICALLY FILED
7/1/2024 1:24 PM
Kern County Superior Court
By Julia Barrera, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN
STREET ADDRESS: 1215 Truxtun Avenue
MAILING ADDRESS: 1215 Truxtun Avenue
CITY AND ZIP CODE: Bakersfield, CA 93301
BRANCH NAME: Metro Justice Building

PLAINTIFF: MIGUEL MARTINEZ JR., a minor, by and through his Guardian ad Litem MIGUEL MARTINEZ.

DEFENDANT: CITY OF BAKERSFIELD, a public entity; (Additional Parties Attachment form is attached)

[ ] DOES 1 TO _____

COMPLAINT—Personal Injury, Property Damage, Wrongful Death

[ ] **AMENDED *(Number):***

Type *(check all that apply):*

[ ] **MOTOR VEHICLE** [X] **OTHER *(specify):*** General Negligence
[ ] **Property Damage** [ ] **Wrongful Death**
[X] **Personal Injury** [X] **Other Damages *(specify):*** Premises Liability

Jurisdiction *(check all that apply):*

[ ] **ACTION IS A LIMITED CIVIL CASE (does not exceed $35,000)**
Amount demanded [ ] does not exceed $10,000
[ ] exceeds $10,000
[X] **ACTION IS AN UNLIMITED CIVIL CASE (exceeds $35,000)**
[ ] **ACTION IS RECLASSIFIED by this amended complaint**
[ ] **from limited to unlimited**
[ ] **from unlimited to limited**

CASE NUMBER:

BCV-24-102221

1. **Plaintiff** *(name or names):* MIGUEL MARTINEZ JR., a minor, by and through his Guardian ad Litem MIGUEL MARTINEZ. alleges causes of action against **defendant** *(name or names):* CITY OF BAKERSFIELD, a public entity; (Additional Parties Attachment form is attached)
2. This pleading, including attachments and exhibits, consists of the following number of pages:
3. Each plaintiff named above is a competent adult
   a. [X] **except** plaintiff *(name):* MIGUEL MARTINEZ JR.
      (1) [ ] a corporation qualified to do business in California.
      (2) [ ] an unincorporated entity *(describe):*
      (3) [ ] a public entity *(describe):*
      (4) [X] a minor [ ] an adult
         (a) [X] for whom a guardian or conservator of the estate or a guardian ad litem has been appointed.
         (b) [ ] other *(specify):*
      (5) [ ] other *(specify):*
   b. [ ] **except** plaintiff *(name):*
      (1) [ ] a corporation qualified to do business in California.
      (2) [ ] an unincorporated entity *(describe):*
      (3) [ ] a public entity *(describe):*
      (4) [ ] a minor [ ] an adult
         (a) [ ] for whom a guardian or conservator of the estate or a guardian ad litem has been appointed.
         (b) [ ] other *(specify):*
      (5) [ ] other *(specify):*

[ ] Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

Form Approved for Optional Use
Judicial Council of California
PLD-PI-001 [Rev. January 1, 2024]

COMPLAINT—Personal Injury, Property Damage, Wrongful Death

Code of Civil Procedure, § 425.12
www.courts.ca.gov
Westlaw Doc & Form Builder™

SHORT TITLE: MIGUEL MARTINEZ JR. vs. CITY OF BAKERSFIELD, et. al.	CASE NUMBER: BCV-24-102221

ATTACHMENT *(Number)*: _____

(This Attachment may be used with any Judicial Council form.)

COMPLAINT - ATTACHMENT PAGE

COUNTY OF KERN, a public entity; STATE OF CALIFORNIA, a public entity; CALIFORNIA DEPARTMENT OF TRANSPORTATION, a public entity; PALMDALE WATER DISTRICT, a public entity; SOUTHERN CALIFORNIA GAS COMPANY, a public entity; LOS ANGELES DEPARTMENT OF WATER AND POWER, a public entity; SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation; and Does 1 to 50, inclusive.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

SHORT TITLE: MIGUEL MARTINEZ JR. vs. CITY OF BAKERSFIELD, et. al.	CASE NUMBER: BCV-24-102221

4. [ ] Plaintiff *(name):*
is doing business under the fictitious name *(specify):*

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

a. [X] **except** defendant *(name):* CITY OF BAKERSFIELD
- (1) [ ] a business organization, form unknown.
- (2) [ ] a corporation.
- (3) [ ] an unincorporated entity *(describe):*
- (4) [X] a public entity *(describe):* public entity
- (5) [ ] other *(specify):*

b. [X] **except** defendant *(name):* COUNTY OF KERN
- (1) [ ] a business organization, form unknown.
- (2) [ ] a corporation.
- (3) [ ] an unincorporated entity *(describe):*
- (4) [X] a public entity *(describe):* public entity
- (5) [ ] other *(specify):*

c. [X] **except** defendant *(name):* STATE OF CALIFORNIA; CALIFORNIA DEPARTMENT OF TRANSPORTATION
- (1) [ ] a business organization, form unknown.
- (2) [ ] a corporation.
- (3) [ ] an unincorporated entity *(describe):*
- (4) [X] a public entity *(describe):* public entity
- (5) [ ] other *(specify):*

d. [X] **except** defendant *(name):* PALMDALE WATER DISTRICT
- (1) [ ] a business organization, form unknown.
- (2) [ ] a corporation.
- (3) [ ] an unincorporated entity *(describe):*
- (4) [X] a public entity *(describe):* public entity
- (5) [ ] other *(specify):*

[X] Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.
- a. [X] Doe defendants *(specify Doe numbers):* 26-50 were the agents or employees of other named defendants and acted within the scope of that agency or employment.
- b. [X] Doe defendants *(specify Doe numbers):* 1-25 are persons whose capacities are unknown to plaintiff.

7. [ ] Defendants who are joined under Code of Civil Procedure section 382 are *(names):*

8. This court is the proper court because
- a. [ ] at least one defendant now resides in its jurisdictional area.
- b. [ ] the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
- c. [X] injury to person or damage to personal property occurred in its jurisdictional area.
- d. [ ] other *(specify):*

9. [X] Plaintiff is required to comply with a claims statute, **and**
- a. [X] has complied with applicable claims statutes, **or**
- b. [ ] is excused from complying because *(specify):*

SHORT TITLE: MIGUEL MARTINEZ JR. vs. CITY OF BAKERSFIELD, et. al.	CASE NUMBER: BCV-24-102221

ATTACHMENT *(Number):* 5

(This Attachment may be used with any Judicial Council form.)

5.
e. SOUTHERN CALIFORNIA GAS COMPANY
4. x

f. LOS ANGELES DEPARTMENT OF WATER AND POWER
4. x

g. SOUTHERN CALIFORNIA EDISON COMPANY
2. x

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

SHORT TITLE: MIGUEL MARTINEZ JR. vs. CITY OF BAKERSFIELD, et. al.	CASE NUMBER: BCV-24-102221

10. The following causes of action are attached and the statements above apply to each *(each complaint must have one or more causes of action attached):*
    a. [ ] Motor Vehicle
    b. [X] General Negligence
    c. [ ] Intentional Tort
    d. [ ] Products Liability
    e. [X] Premises Liability
    f. [ ] Other *(specify):*

11. Plaintiff has suffered *(check all that apply)*
    a. [X] wage loss.
    b. [X] loss of use of property.
    c. [X] hospital and medical expenses.
    d. [X] general damage.
    e. [X] property damage.
    f. [X] loss of earning capacity.
    g. [ ] other damage *(specify):*

12. [ ] The damages claimed for wrongful death and the relationships of plaintiff to the deceased are
    a. [ ] listed in Attachment 12.
    b. [ ] as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. **Plaintiff prays** for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
    a. (1) [X] compensatory damages.
       (2) [ ] punitive damages.
    b. The amount of damages is *(in cases for personal injury or wrongful death, you must check (1)):*
       (1) [X] according to proof.
       (2) [ ] in the amount of: $

15. [ ] The paragraphs of this complaint alleged on information and belief are as follows *(specify paragraph numbers):*

Date: 7/1/24

Ran Ryan Noy, Esq.
(TYPE OR PRINT NAME)

/s/ Ryan Noy
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

SHORT TITLE: MIGUEL MARTINEZ JR. vs. CITY OF BAKERSFIELD, et. al.	CASE NUMBER: BCV-24-102221

FIRST (number) **CAUSE OF ACTION—General Negligence** Page _____

ATTACHMENT TO [X] Complaint [ ] Cross - Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff *(name):* MIGUEL MARTINEZ JR., a minor, by and through his Guardian ad Litem MIGUEL MARTINEZ.
alleges that defendant *(name):* SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation; and Does 1 to 50, inclusive.

[ ] Does _____ to _____

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on *(date):* or about July 12, 2023

at *(place):* or near 5720 Wilderness Dr., Bakersfield, CA 93313

(description of reasons for liability):

Defendants negligently and/or recklessly, maintained, managed, operated, controlled and safeguarded the premises at or near 5720 Wilderness Dr., Bakersfield, CA 93313, such that an open and/or exposed hole was allowed to exist and be left in disrepair. Defendants failed to barricade the area and/or to warn of the dangerous condition, rendering the area on said premises dangerous and resulting in serious bodily injury to the Plaintiff in the following manner: Plaintiff was playing within Wilderness Park when he stepped into an open and/or exposed hole. This caused Plaintiff to sustain serious injuries. The actions of the Defendants and/or it's employees were below the standard of care and was the cause of Plaintiff's injuries.

Form Approved for Optional Use
Judicial Council of California
PLD-PI-001(2) [Rev. January 1, 2007]

Code of Civil Procedure 425.12
www.courtinfo.ca.gov
Westlaw Doc & Form Builder

SHORT TITLE: MIGUEL MARTINEZ JR. vs. CITY OF BAKERSFIELD, et. al.	CASE NUMBER: BCV-24-102221

SECOND (number) **CAUSE OF ACTION—Premises Liability** Page _____

ATTACHMENT TO [X] Complaint [ ] Cross - Complaint

(Use a separate cause of action form for each cause of action.)

Prem.L-1. Plaintiff *(name):* MIGUEL MARTINEZ JR., a minor, by and through his Guardian ad Litem MIGUEL MARTINEZ. alleges the acts of defendants were the legal (proximate) cause of damages to plaintiff.
On *(date):* or about July 12, 2023 plaintiff was injured on the following premises in the following fashion *(description of premises and circumstances of injury):* SEE ATTACHMENT PAGE

Prem.L-2. [X] **Count One—Negligence** The defendants who negligently owned, maintained, managed and operated the described premises were *(names):* SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation; and Does 1 to 50, inclusive.

[X] Does 1 to 50

Prem.L-3. [ ] **Count Two—Willful Failure to Warn** [Civil Code section 846] The defendant owners who willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity were *(names):*

[ ] Does _____ to _____

Plaintiff, a recreational user, was [ ] an invited guest [ ] a paying guest.

Prem.L-4. [ ] **Count Three—Dangerous Condition of Public Property** The defendants who owned public property on which a dangerous condition existed were *(names):* CITY OF BAKERSFIELD;COUNTY OF KERN; STATE OF CALIFORNIA; CALIFORNIA DEPARTMENT OF TRANSPORTATION; PALMDALE WATER DISTRICT; SOUTHERN CALIFORNIA GAS COMPANY; LOS ANGELES DEPARTMENT OF WATER AND POWER; and

[X] Does 1 to 50

a. [X] The defendant public entity had [X] actual [X] constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it.
b. [X] The condition was created by employees of the defendant public entity.

Prem.L-5. a. [ ] **Allegations about Other Defendants** The defendants who were the agents and employees of the other defendants and acted within the scope of the agency were *(names):*

[ ] Does _____ to _____

b. [ ] The defendants who are liable to plaintiffs for other reasons and the reasons for their liability are [ ] described in attachment Prem.L-5.b [ ] as follows *(names):*

Form Approved for Optional Use
Judicial Council of California
PLD-PI-001(4) [Rev. January 1, 2007]

Code of Civil Procedure, § 425.12
www.courtinfo.ca.gov
Westlaw Doc & Form Builder

SHORT TITLE: MIGUEL MARTINEZ JR. vs. CITY OF BAKERSFIELD, et. al.	CASE NUMBER: BCV-24-102221

ATTACHMENT *(Number):* _____

(This Attachment may be used with any Judicial Council form.)

CAUSE OF ACTION - Premises Liability
ATTACHMENT PAGE

Defendants negligently and/or recklessly, maintained, managed, operated, controlled and safeguarded the premises at or near 5720 Wilderness Dr., Bakersfield, CA 93313, such that an open and/or exposed hole was allowed to exist and be left in disrepair. Defendants failed to barricade the area and/or to warn of the dangerous condition, rendering the area on said premises dangerous and resulting in serious bodily injury to the Plaintiff in the following manner: Plaintiff was playing within Wilderness Park when he stepped into an open and/or exposed hole. This caused Plaintiff to sustain serious injuries. The actions of the Defendants and/or it's employees were below the standard of care and was the cause of Plaintiff's injuries.

This claim is brought pursuant to Government Code Section 835 and 815.2.

Defendants, CITY OF BAKERSFIELD; and DOES 1 through 50, were served with a claim for damages pursuant to Government Code Section 911.2 on or about January 9, 2024 and was rejected on February 5, 2024.

Defendants, COUNTY OF KERN; and DOES 1 through 50, were served with a claim for damages pursuant to Government Code Section 911.2 on or about January 9, 2024 and was rejected on January 12, 2024.

Defendants, STATE OF CALIFORNIA; CALIFORNIA DEPARTMENT OF PARKS AND RECREATION and DOES 1 through 50, were served with a claim for damages pursuant to Government Code Section 911.2 on or about January 9, 2024 and was rejected on February 1, 2024.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Ran Ryan Noy, Esq. SBN: 351275
DOWNTOWN LA LAW GROUP
910 S. Broadway, Los Angeles, CA 90015
TELEPHONE NO.: (213) 389-3765 FAX NO.: (877) 389-2775
EMAIL ADDRESS: Ryan@downtownlalaw.com
ATTORNEY FOR (Name): MIGUEL MARTINEZ JR.

FOR COURT USE ONLY

ELECTRONICALLY FILED
7/1/2024 1:24 PM
Kern County Superior Court
By Julia Barrera, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN
STREET ADDRESS: 1215 Truxtun Avenue
MAILING ADDRESS: 1215 Truxtun Avenue
CITY AND ZIP CODE: Bakersfield, CA 93301
BRANCH NAME: Metro Justice Building

CASE NAME: MIGUEL MARTINEZ JR. vs. CITY OF BAKERSFIELD, et. al.

CIVIL CASE COVER SHEET

[X] **Unlimited** (Amount demanded exceeds $35,000)
[ ] **Limited** (Amount demanded is $35,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BCV-24-102221
JUDGE:
DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
[ ] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[X] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
[ ] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

Employment
[ ] Wrongful termination (36)
[ ] Other employment (15)

Contract
[ ] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

Real Property
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition *(not specified above)* (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: Two
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 7/1/24

Ran Ryan Noy, Esq.
(TYPE OR PRINT NAME)

/s/ Ryan Noy
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
- Confession of Judgment *(non-domestic relations)*
- Sister State Judgment
- Administrative Agency Award *(not unpaid taxes)*
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

Westlaw Doc & Form Builder™

CHARLOTTE HADLOW, Esq., – State Bar No. 334273
DOWNTOWN L.A. LAW GROUP
612 S Broadway
Los Angeles, CA 90014
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Fax: (877) 389-2775
Email: Charlotte@downtownlalaw.com

Attorney for Plaintiff
MIGUEL MARTINEZ JR., a minor,
by and through his Guardian ad Litem
MIGUEL MARTINEZ

SUPERIOR COURT OF CALIFORNIA
COUNTY OF KERN

MIGUEL MARTINEZ JR., a minor, by and through his Guardian ad Litem MIGUEL MARTINEZ, an individual, Plaintiffs, v. CITY OF BAKERSFIELD, a public entity, COUNTY OF KERN, a public entity; STATE OF CALIFORNIA, a public entity; CALIFORNIA DEPARTMENT OF TRANSPORTATION, a public entity; PALMDALE WATER DISTRICT, a public entity; SOUTHERN CALIFORNIA GAS COMPANY, a public entity; LOS ANGELES DEPARTMENT OF WATER AND POWER, a public entity; SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation; and DOES 1 to 50, inclusive. Defendants.	Case No.: BCV-24-102221 **STATEMENT OF DAMAGES**

Downtown L.A. Law Group
612 S Broadway
Los Angeles, CA 90014

Plaintiff, MIGUEL MARTINEZ JR., a minor, by and through his Guardian ad Litem MIGUEL MARTINEZ hereby provides to Defendants the following Statement of Damages:

1.	General Damages:	In excess of	$1,000,000.00
	Special Damages:	In excess of	$1,000,000.00

Plaintiff reserves the right to amend this Statement of Damages at a later time, as Discovery develops.

DATED: November 26, 2024

DOWNTOWN L.A. LAW GROUP

Charlotte Hadlow, Esq.
Attorney for Plaintiff
MIGUEL MARTINEZ JR., a minor, by and through his Guardian ad Litem MIGUEL MARTINEZ

Downtown L.A. Law Group
612 S Broadway
Los Angeles, CA 90014

9/30/2024 8:00 AM

By Gricelda Evans, Deputy

CIV-011/FL-936

ATTORNEY OR PARTY WITHOUT ATTORNEY	STATE BAR NUMBER: 351275	FOR COURT USE ONLY
NAME: Ran Ryan Noy, Esq. FIRM NAME: DOWNTOWN LA LAW GROUP STREET ADDRESS: 910 S Broadway CITY: Los Angeles STATE: CA ZIP CODE: 90015 TELEPHONE NO.: (213) 389-3765 FAX NO.: (877) 389-2775 EMAIL ADDRESS: Ryan@downtownlalaw.com ATTORNEY FOR (name): MIGUEL MARTINEZ JR.		FILED KERN COUNTY SUPERIOR COURT 10/01/2024 BY Evans, Gricelda DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN STREET ADDRESS: 1215 Truxtun Avenue MAILING ADDRESS: 1215 Truxtun Avenue CITY AND ZIP CODE: Bakersfield, CA 93301 BRANCH NAME: Metro Justice Building		
PLAINTIFF/PETITIONER: MIGUEL MARTINEZ JR., a minor DEFENDANT/RESPONDENT: CITY OF BAKERSFIELD, a public entity; et. al. OTHER PARENT/PARTY:		
ORDER APPOINTING GUARDIAN AD LITEM—CIVIL AND FAMILY LAW [X] **EX PARTE**		CASE NUMBER: BCV-24-102221

1. Applicant *(name):* MIGUEL MARTINEZ
   seeks appointment of a guardian ad litem of *(name):* MIGUEL MARTINEZ JR.

2. [ ] The application came on regularly for a hearing as follows:
   a. Judicial officer *(name):*
   b. Hearing date: Time: [ ] Dept.: [ ] Room:
   c. The following persons were present at the hearing:
      (1) [ ] Applicant *(name):*
      (2) [ ] Attorney for applicant *(name):*
      (3) [ ] Guardian ad litem named in item 6.
      (4) [ ] Attorney for guardian ad litem *(name):*
      (5) [ ] Plaintiff/Petitioner *(name):*
      (6) [ ] Attorney for Plaintiff/Petitioner *(name):*
      (7) [ ] Defendant/Respondent *(name):*
      (8) [ ] Attorney for Defendant/Respondent *(name):*
      (9) [ ] Other *(names):*

THE COURT FINDS

3. [ ] All notices required by law have been given.

4. The person for whom a guardian ad litem is to be appointed is a party who is
   a. [X] a minor *(date of birth):* 10/27/2011
   b. [ ] a person who lacks legal capacity to make decisions.
   c. [ ] a person for whom a conservator has been appointed.

5. [X] The person for whom a guardian ad litem is to be appointed
   a. [ ] is a minor who is a party to an action under the Uniform Parentage Act. (Family Code, §§ 7600–7730.)
   b. [ ] is a minor who is requesting or opposing a request for an injunction or restraining order described in Code of Civil Procedure sections 372(b) and 374(a).
   c. [X] does not have a guardian or conservator of the estate.
   d. [ ] has a guardian or conservator of the estate, but the guardian or conservator is inadequate to represent the person's interest and appointment of a guardian ad litem is expedient.

Form Adopted for Mandatory Use
Judicial Council of California
CIV-011/FL-936 [New January 1, 2024]

Code of Civil Procedure, § 372 et seq.;
Family Code, §§ 6229, 7635
www.courts.ca.gov

Westlaw Doc & Form Builder™

PLAINTIFF/PETITIONER: MIGUEL MARTINEZ JR., a minor DEFENDANT/RESPONDENT: CITY OF BAKERSFIELD, a public entity; et. al. OTHER PARENT/PARTY:	CASE NUMBER: BCV-24-102221

THE COURT ORDERS

6. *(Name):* MIGUEL MARTINEZ
   is appointed guardian ad litem of *(name):* MIGUEL MARTINEZ JR.

7. The guardian ad litem [X] is [ ] is ***not*** authorized to waive or disclaim any substantive rights of the represented party without further order of this court.

8. The guardian ad litem must promptly report to the court any potential conflict of interest with the represented person that becomes an actual conflict, as well as any new potential or actual conflict of interest that arises during the course of the representation.

9. [ ] Other *(specify):*

[ ] Continued on Attachment 9.

10. Number of pages attached: _____

10/01/2024

Signed: 10/1/2024 05:20 PM

Thomas S. Clark JUDICIAL OFFICER

Thomas S. Clark

[ ] SIGNATURE FOLLOWS LAST ATTACHMENT

BOARD MEMORANDUM

DATE: December 9, 2024

TO: **BOARD OF DIRECTORS**

FROM: Mr. Dennis Hoffmeyer, Finance Manager/CFO

VIA: Mr. Scott L. Rogers. Assistant General Manager

RE: ***CONSIDERATION AND POSSIBLE ACTION ON PURCHASE OF ADDITIONAL EQUIPMENT FOR THE 2024 METER EXCHANGE PROGRAM. ($360,000.00 – NON-BUDGETED – FINANCE MANAGER HOFFMEYER/CUSTOMER CARE SUPERVISOR ROSATI)***

Recommendation:

Staff recommends the Board approve the purchase of additional Master Meters, Sensus 520M SmartPoints, and meter lids for the 2024 Budget year. This is a multi-vendor purchase and will allow staff to change out 972 meters to complete one route that is short along with stuck meters throughout the system. The total cost estimate is $360,000.00 and includes provisions for unforeseen changes in costs.

Alternative Options:

Staff would request purchasing enough meters to deal with the current stuck meters throughout the District totaling 504 meters.

Impact of Taking No Action:

Currently, we have the 2024 Meter Exchange Project that had specified nine routes to be exchanged. Staff re-evaluated those routes and decided to swap out three routes that were experiencing high failure of the ETR pickup (Zenner). If no action is taken, staff will only change out two of the three routes and not address any additional stuck meters. This would leave staff reading meters manually with extensive hours performed for the manual read processing. This would also place the District in a position of not adhering to the Rules and Regulations referring to stuck meter replacement causing continued estimated reads.

Background:

Staff is targeting meters that are more than eight (8) years old and read by the Itron reading system. There are three routes being targeted due to equipment failure between the meters and the remote radio system (Itron/Zenner).

In November 2023, the Board approved the pre-purchase of the Sensus SmartPoint modules for this Project due to allocation delays related to chip manufacturing. In January 2024, the Board approved the purchase of the meters and meter lids to swap out nine routes. Further review by

staff caused us to change routes that were specified to better address the equipment failure. Unfortunately, this has us short by 154 meters with no stock to address the stuck meters in the remaining routes within the District.

Further review has us adding in route 46 due to it containing a large quantity of stuck meters along with a high failure rate of ETR pickups (46%) within the route. Staff is currently in the process of installing meters for the 2024 Meter Exchange Project with anticipated completion in May 2025, including stuck meters. All new meters will be able to be read via AMI as each route is completed.

Strategic Plan Initiative/Mission Statement:

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

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

Budget:

This Project will be funded through the General Funds and is part of the Meter Exchange Program budget for CY 2024.

Supporting Documents:

- Quote from Aqua-Metric for Sensus 520M SmartPoints
- Quote from HydroPro Solutions, Inc. For Master Meters

Sales Quote

December 4, 2024

Aqua-Metric Sales Company
Hector Gutierrez-Account manager
4050 Flat Rock Drive | Riverside, CA 92505
Phone: (951) 637-1400 | Facsimile: (951) 637-1500

Quote for: Palmdale Water District
Attention: Dennis Hoffmeyer- Finance Manager/C.F.O
Address: 2029 East Avenue Q
City, State, ZIP: Palmdale , Ca, 93550
Phone: 661-456-1069
Email: dhoffmeyer@palmdalewater.org

Quantity	Description	Unit Price	Line Total
972	520M single port radios MXU	$165.70	$161,060.40
0			
0			
0			
	PLEASE ADD YOUR TAX RATE TO THE TOTAL, THANK YOU		

Subtotal	$161,060.40
Shipping & Handling	
Sales Tax	
Total	**$161,060.40**

This quote for the product and services named above is subject to the following terms::

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. Freight allowed on single orders exceeding $80,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are approximated and may vary on final invoice.

HydroPro Solutions, Inc

Quotation

1180 East Francis Street
Ontario, CA 91761
Phone 949-910-9449

DATE December 4, 2024
Quotation # Brian Pmdl 12-02
Salesperson: Brian Jensen

To: Dennis Hoffmeyer
Palmdale WD
2029 East Avenue Q
Palmdale CA 93550

Quotation valid until: 60 Days
Prepared by: Brian Jensen

Qty	Description	Unit Cost	AMOUNT	Part Number
	2024 Meter Exchange Multi-jet Meters w E-LINX TO TP-6			
900	3/4" X 7.5" BLMJ w E-LINX Reg Potted to Touchpad 6' Wire	$ 189.08	**$ 170,172.00**	B13-A31-B16-0126A-1
30	1" BLMJ w E-LINX Reg Potted to Touchpad 6' Wire	$ 248.94	**$ 7,468.20**	B16-A31-B16-0126A-1
10	1 1/2" MS Intermediate MJ w E-LINX Reg Potted to Touchpad 6' Wire	$ 543.80	**$ 5,438.00**	M21-A00-B16-0126A-1
32	2" MS Intermediate MJ w E-LINX Reg Potted to Touchpad 6' Wire	$ 729.13	**$ 23,332.16**	M23-A00-B16-0126A-1
		Sub Total:	**$ 206,410.36**	
		Tax:	**$ 21,157.06**	
		Freight:	**Allowed**	
		Total:	**$ 227,567.42**	

PLEASE NOTE: This quotation is valid through 60 Days. We reserve the right to amend prices after this period.

If required Shipping is ESTIMATED in this quote.

A 2% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

BOARD MEMORANDUM

DATE: December 9, 2024

TO: **BOARD OF DIRECTORS**

FROM: Mr. Wendell Wall, Facilities Manager

VIA: Mr. Scott L. Rogers, Assistant General Manager

RE: ***CONSDIERATION AND POSSIBLE ACTION TO APPROVE PROPOSAL FROM WALTON MOTORS AND CONTROLS, INC. FOR THE REPLACMENT OF THE MOTOR AT WELL NO. 8A. ($83,285.00 – NON-BUDGETED – FACILITIES MANAGER WALL)***

Recommendation:

Staff recommends that the Board approve the purchase of a replacement motor for Well No. 8A, which is the District largest producing well.

Alternative Options:

The Board can choose not to approve this proposal.

Impact of Taking No Action:

Reduce the District's ability to produce groundwater necessary to meet customer demands.

Background:

In 2007, the current motor was installed at Well 8A and it has served the District for well over 17 years. In 2017, 2022 and June of 2024, the motor was pulled and rebuilt. In all three instances the well motor had issues which required repairs. On November 16, 2024, Well No. 8A had a catastrophic failure and caught fire. The motor was pulled and sent to Walton Motors and Controls for analysis, and it was determined that the rotor failed which created excessive heat causing a fire. The cost of rebuilding the motor, which has operated through its life expectancy, is not cost-effective. So, the existing motor will be replaced with a new motor. Staff requested quotes from the following 4 vendors:

- Walton Motors and Controls $83,285.00 including shipping and taxes
- Delta Motor $85,798.76
- Littlejohn Reuland $87,924.00
- General Pump Company No Quote Received

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability.
This item directly relates to the District's Mission Statement.

Budget:

This is a non-budgeted item account # 1-04-4235-400 for $83,285.00.

Supporting Documents:

- Quote from Walton Motors and Control

WALTON MOTORS & CONTROLS INC.

1843 FLORADALE AVENUE South El Monte CA

PHONE (626) 442-4610

QUOTE

QUOTE NUMBER: 11252024HG

QUOTE DATE: 11/25/2024

QUOTE TO: PALMDALE WATER DISTRICT
2029 EAST AVE Q
PALMDALE, CA 93550

SHIP TO:

SHIP VIA:	TERMS:
BEST WAY GROUND PPD & ADD	NET 30

QUOTED BY:	ATTN:
HECTOR G	WENDELL WALL

QUANTITY	ITEM #	DESCRIPTION	PRICE
1	20079631 SO	NIDEC/US MOTORS	**74,000.00**
		DESCRIPTION:	
		600HP, 5012P FRAME, 1800 RPM, 3PH. 60HZ, 4160 VOLTS	
		TITAN VERTICAL HOLLOWSHAFT, PUMP APPLICATION	
		WPI ENCLOSURE, PREMIUM EFFICIENCY	
		1.15 SERVICE FACTOR ON SINE WAVE	
		INSULIFE 5000 INSULATION TREATMENT	
		3,300 FT. ALTITUDE (MAX)	
		40C AMBIENT TEMPARATURE	
		FORM WOUND, AEGIS SHAFT GROUNDING RING INSTALLED	
		QUOTE COMMENTS:	
		QUOTING A REPLACEMENT OF 20079631 SO WITH CURRENT DESIGN	
		AND FEATURES, QUOTED MOTOR NOW MEETS CLASS "B' RISE @	
		1.0 SERVICE FACTOR BY RESISTANCE.	

ESTIMATED SHIP DATE: 10-12 WEEKS ARO - F.O.B. ARKANSAS

	SUBTOTAL:	**$74,000.00**
QUOTE IS VALID FOR 30 DAYS	**FREIGHT:**	$1,700.00
waltonmotors.com	**SALES TAX:**	$7,585.00
	TOTAL:	83,285.00

BOARD MEMORANDUM

DATE: December 9, 2024

TO: **BOARD OF DIRECTORS**

FROM: Mr. Wendell Wall, Facilities Manager

VIA: Mr. Scott L. Rogers, Assistant General Manager

RE: ***CONSIDERATION AND POSSIBLE ACTION TO ACCEPT PROPOSAL AND DIRECT STAFF TO FORMALIZE AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT WITH TERRAVERDE ENERGY, LLC FOR SOLAR ENERGY PROJECTS TO INCLUDE MANAGEMENT OF THE ADVANCE CLEAN FLEET COMPLIANCE PROGRAM. ($49,000.00 – NOT-TO-EXCEED – NON-BUDGETED – FACILITIES MANAGER WALL)***

Recommendation:

Staff recommends that the Board approve the proposal from TerraVerde Energy, LLC (TerraVerde) and allow staff to formalize Amendment No. 1 to provide consulting services for the management of the Advance Clean Fleet Compliance Program.

Alternative Options:

The District can choose not to approve this Proposal.

Impact of Taking No Action:

The District will be out of compliance and may be fined for non-compliance with California's clean emission standards.

Background:

The Board of Directors approved a Consulting Services Agreement with TerraVerde Energy, LLC on April 11, 2022 to investigate the development of solar energy projects.

Staff met with TerraVerde to discuss the requirements of the California Air Resource Board (CARB) Clean Fleet Program and requested a proposal from TerraVerde to provide the services of managing the District's Advance Clean Fleet Compliance Program. A quote was received on November 14, 2024 including the following summarized services:

- Medium- and Heavy-Duty Fleet Assessment
- Zero Emission Vehicle Option Assessment
- Fueling Equipment Options and Usage Assessment
- Incentives and Funding Sources Assessment
- Develop and Present Compliance Plan

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 3 – Systems Efficiency.
This item directly relates to the District's Mission Statement.

Budget:

This item is non-budgeted under account No. 1-04-4224-000 in the not-to-exceed amount of $49,000.000.

Supporting Documents:

- Consulting Services Agreement between Palmdale Water District and TerraVerde Energy, Inc. dated April 12, 2022
- Proposal from TerraVerde Energy dated November 14, 2024

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement"), is entered into as of April 12, 2022 (the "Effective Date"), by and between **Palmdale Water District**, hereinafter referred to as ("**Client**") and **TerraVerde Energy, LLC**, hereinafter referred to as ("**Consultant**").

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

RECITALS

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

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

AGREEMENT

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

2. **Compensation**. As consideration for the performance of the Services, Client shall pay Consultant a fee per the schedule in Exhibit A (the "Service Fees"). In addition, Client shall reimburse Consultant for reasonable expenses directly related to the performance of the Services (e.g., travel expenses, legal fees, etc.), and total reimbursement for such expenses shall not exceed five thousand dollars ($5,000.00). The Services Fee and any additional expenses shall be paid by Client to Consultant within twenty one (21) days of receipt of an invoice for the same. Should any payment remain unpaid when due, a monthly service charge of 1.5% will be charged until the bill is paid in full and it shall constitute a material breach of this Agreement. Further, Consultant shall have the right to stop work if any payment is not made, when due, to Consultant, and Consultant may, after seven (7) calendar days written notice of non-payment, keep the job idle until all payments due are received. These remedies are in addition to any other right or remedy that the consultant may have. Client shall be responsible for any damage resulting from its failure to make timely payment hereunder or for any delay due to Consultant's exercise of the right to stop work pursuant hereto.

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

4. **Term and Termination**. This Agreement shall be effective as of the Effective Date, and shall continue in effect thereafter until Consultant has satisfactorily performed the Services in full in accordance with the terms of this Agreement but not exceeding six (6) years from the date hereof, except as otherwise provided in the "Project Schedule" in Exhibit "A" or unless earlier terminated pursuant to this Section 4 (the "Term"). Client may, in its discretion, extend the Term by two (2) one-year terms. Client may immediately terminate this Agreement if Consultant (i) is dissolved, (ii) fails to timely perform the Services in a commercially reasonable manner and such failure continues for a period of ten (10) business days after Consultant receives written notice of such failure, or (iii) materially breaches any provision of this Agreement, and fails to cure that breach within ten (10) business days of receiving written notice of such breach. Consultant may immediately terminate either this Agreement if Client (i) is dissolved, or (ii) materially breaches any provision of this Agreement, and fails to cure that breach within ten (10) business days of receiving written notice of such breach. Upon termination, all the services (as outlined in Exhibit A) rendered by Consultant shall promptly be delivered to Client. If any advance payments to Consultant have been made for which services have not been satisfactorily rendered to Client, Consultant shall promptly refund Client the amount of any overpayment. If the Parties cannot agree on the amount of overpayment, any such dispute shall be resolved in accordance with Section 7.

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

6. **Indemnification**. Each Party shall defend, indemnify and hold the other Party, its officers, directors, members, employees and agents harmless from and against any and all liability, loss, expense, cost, attorneys' fees or claims (collectively, "Claims") relating to, arising out of, of or incurred in connection with the negligence or willful misconduct of the Party or a material breach by the Party of this Agreement; provided, however, that a Party shall not be indemnified for Claims to the extent due to the negligence or willful misconduct of such Party or a material breach by such Party of this Agreement. Furthermore, except for third party claims seeking damages for injury to persons or property which are the responsibility of Consultant and any claims covered by Consultant's insurance, Consultant's total liability for contractual damages and this Agreement generally shall not exceed the total compensation for Services received by Consultant under this Agreement as provided in Exhibit A.

7. **Dispute Resolution**. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall first be submitted to mediation. If the matter is not resolved through mediation, in addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et. seq*. and 910 *et. seq*., in order to pursue any legal action under this Agreement.

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

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

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

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

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

13. **Assignment**. With express written approval of Client, which shall not be unreasonably withheld or delayed, Consultant shall be permitted to assign this Agreement to either (a) one of its affiliates or subsidiaries or (b) any entity succeeding to substantially all the assets or business of Consultant whether by merger, consolidation, acquisition or otherwise.

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

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

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

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

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

To Client: Palmdale Water District
2029 E Ave Q
Palmdale, CA 93550
Attn: Adam C. Ly
E-mail: aly@palmdalewater.org

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

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

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

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

CONSULTANT: TerraVerde Energy, LLC.

Name: Ali Chehrehsaz
Title: CEO

Service Provider Signature: Ali Chehrehsaz (Apr 12, 2022 12:14 MDT) **Date:** April 1, 2022

CLIENT: Palmdale Water District

Name: Adam C. Ly

Title: Assistant General Manager

Client Signature: **Date:** Apr 18, 2022

Exhibit A

Services

Feasibility Assessment	TerraVerde will support the District with a detailed, objective, independent analysis of the opportunities for deploying solar PV and battery energy storage systems: 1. Evaluate historical electricity usage & costs 2. Determine solar + battery energy storage sizing to achieve optimal financial benefits, and / or backup power requirements 3. Determine optimal battery operating schedules based on demand reduction, energy arbitrage, and grid services opportunities 4. Assess the added cost for hardware to install a microgrid for islanding capabilities and evaluate the resiliency benefits that could be provided by these systems 5. Evaluate potential financial incentives and funding sources for the potential projects 6. Present pro forma cash flow projections for these projects 7. Provide guidance regarding next steps and assist with Board presentations as needed
Project Development	Leveraging highly refined contracts and solicitation materials, TerraVerde will manage a swift procurement process for these projects: 1. Develop a procurement package in collaboration with District's legal counsel (including project contracts & specifications) 2. Solicit proposals from qualified vendors 3. Manage Questions & Answers with vendors 4. Evaluate proposals and provide the District a qualitative & quantitative assessment 5. Assist with vendor shortlisting and interviews (as needed) 6. Manage value engineering and contract negotiations (in collaboration with the District's legal counsel) 7. Provide guidance regarding next steps and assist with Board presentations as needed
Project Implementation	Upon the District executing an agreement with a vendor for these projects, TerraVerde will provide owner's rep services through the project implementation phase: 1. Oversee the provider's design process including iteratives design reviews 2. Oversee the provider's utility interconnection, permitting, and incentive application processes 3. Review provider's project schedule, assist in optimizing schedule to fit the District's requirements 4. Manage the provider through the construction phase, ensuring that projects are delivered on-time, on-budget, and within agreed upon scope 5. Manage project closeout and delivery of final project documentation per contract terms 6. Confirm monitoring system operation and prepare handoff to Asset Management
Asset Management	Upon completion of the implementation of the systems, TerraVerde will provide the following Asset Management services. The initial term of these services shall be 3 years, with the option to renew thereafter, by mutual expressed consent. 1. Active system performance monitoring 2. Issue management: manage and enforce warranty claims, maintenance obligations, and performance guarantees 3. Create & maintain a Facility Operation Plan: a data room with current, relevant, source of truth documentation for these energy systems including contracts, contacts, drawings, and utility authorizations 4. Oversee & Manage Maintenance Protocols: managing provider's completion of preventive, corrective, and warranty maintenance work 5. Revenue management through REC monetization and grid services program participation administration 6. Quarterly reporting on actual vs. expected energy systems performance, and issues management 7. Detailed annual financial reporting on actual vs. expected avoided costs, revenue, expenses, net savings

Project Schedule

Phase	Duration	Start (month number)	End (month number)
Feasibility Assessment	2 months	1	2
Project Development	6 months	3	8
Project Implementation	16 months	9	24
Initial Asset Management Services Term	36 months	25	60

Note: This schedule represents the target time-line for the project. However, given that the actual timeline will be dependent upon several variables outside the control of Consultant and Client, this target-timeline is a tentative schedule.

Service Fees

TerraVerde Energy provides the Feasibility Assessment and Project Development services at-risk, and is only compensated for Project Implementation Services and Asset Management in accordance with the description below if the Client approves the implementation of the projects and executes a contract with a vendor.

Services	Fee	Due
Feasibility Assessment	No Charge	
Project Development Services	No Charge	
Program Implementation Services	Development Fee: 8% of Total Project Cost[1]	• 50% due upon the District's execution of the contract with vendor • 20% due upon the District's issuance of notice to vendor to proceed with construction[2] • 20% due upon the receipt of Permission to Operate from Utility[2] • 10% due upon the District's confirmation of project completion[2]

Asset Management	Annual Fee as described in the following column	• Annual Fee for Year 1 shall be equivalent
		  ○ $0.01 per kWh for third-party owned solar
		  ○ $0.0225 per kWh for client owned solar
		  ○ $1,000 per battery system
		• This fee shall increase annually by 3%
		• This fee shall be due upon initiation of the Asset Management Services and annually thereafter[2]

[1] Total Project Cost: all costs and expenses incurred by District (and its counterparties in a project agreement) in designing, developing, purchasing, constructing, installing, and permitting battery energy storage systems

[2]Invoices for these fees may be invoiced on a pro rata basis as portions of the projects reach these milestones

TerraVerde Consulting Services Agreement - Palmdale Water District 22.03.31

Final Audit Report 2022-04-18

Created:	2022-04-12
By:	David Burdick (david@terraverde.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3n7hLsmc0qI44qlU6o-61zxu9PEJ_zoi

"TerraVerde Consulting Services Agreement - Palmdale Water District 22.03.31" History

Document created by David Burdick (david@terraverde.energy)
2022-04-12 - 5:53:03 PM GMT

Document emailed to Ali Chehrehsaz (ali@terraverde.energy) for signature
2022-04-12 - 5:53:27 PM GMT

Email viewed by Ali Chehrehsaz (ali@terraverde.energy)
2022-04-12 - 6:13:40 PM GMT

Document e-signed by Ali Chehrehsaz (ali@terraverde.energy)
Signature Date: 2022-04-12 - 6:14:10 PM GMT - Time Source: server

Document emailed to Adam Ly (aly@palmdalewater.org) for signature
2022-04-12 - 6:14:12 PM GMT

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2022-04-16 - 5:45:43 PM GMT- IP address: 104.28.111.77

Email viewed by Adam Ly (aly@palmdalewater.org)
2022-04-17 - 5:36:01 PM GMT- IP address: 104.28.123.45

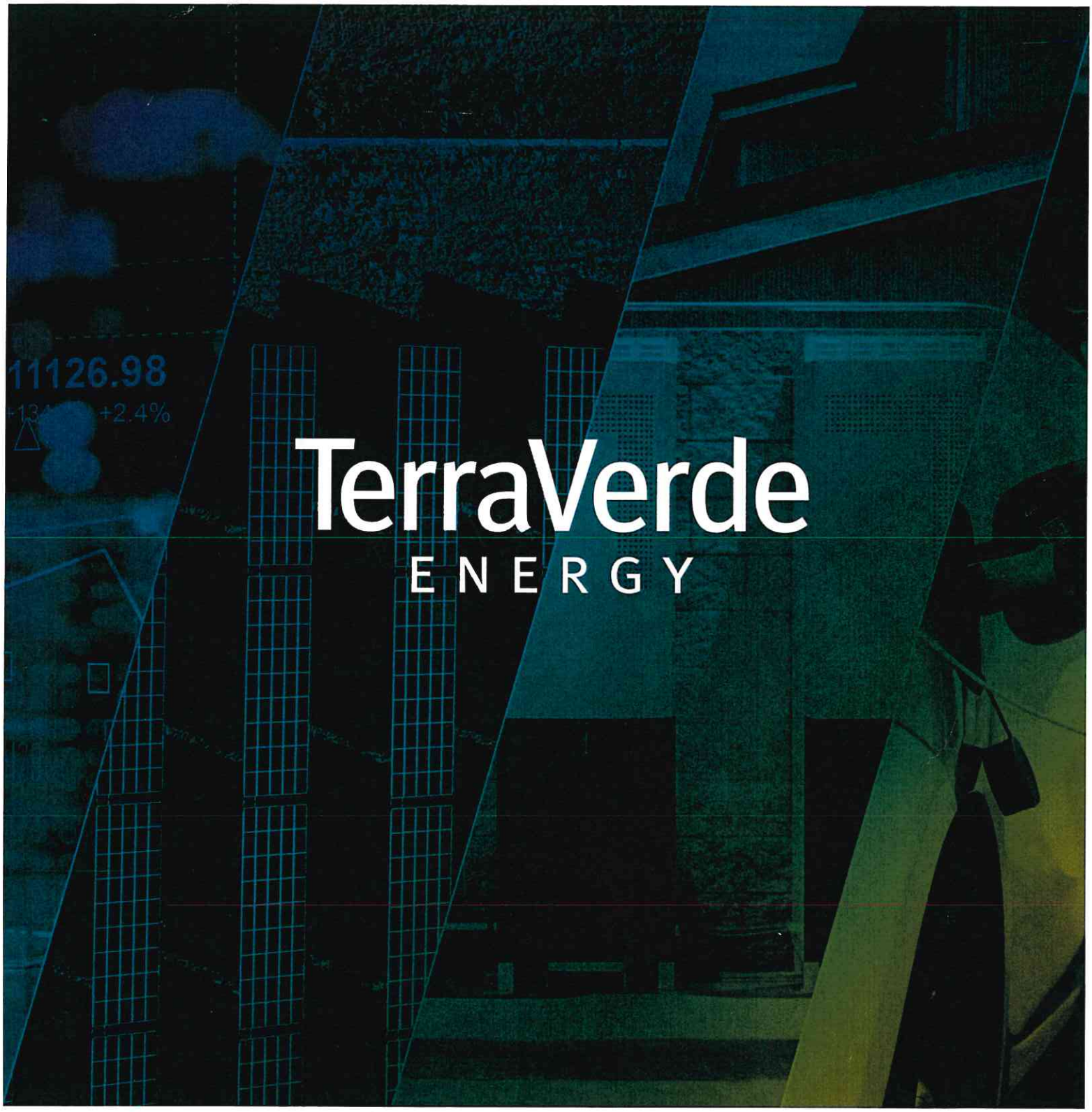
Document e-signed by Adam Ly (aly@palmdalewater.org)
Signature Date: 2022-04-18 - 1:49:44 PM GMT - Time Source: server- IP address: 198.99.76.2

Adobe Acrobat Sign

Agreement completed.

2022-04-18 - 1:49:44 PM GMT

Adobe Acrobat Sign



Advance Clean Fleets Compliance Planning Services Proposal

November 14, 2024

prepared for
Palmdale Water District
Scott Rogers, Assistant General Manager
Wendell Wall, Facilities Manager

presented by
TerraVerde Energy
David Burdick, President
david@terraverde.energy
(415) 272-1014

CARB's Advanced Clean Fleets Regulation

The California Air Resources Board's (CARB) Advanced Clean Fleets (ACF) regulation established requirements for certain fleets to begin transitioning their medium- and heavy-duty (MHD) fleet to zero-emission vehicles (ZEVs). Starting in 2024, fleet owners are required to add MHD ZEVs per the following schedule. Starting January 1, 2024, 50% of the total number of MHD vehicle purchases in each calendar year must be ZEVs. Starting January 1, 2027, 100% of the total number of MHD vehicle purchases must be ZEVs. As an alternative, fleet managers may choose CARB's Milestone Option which de-links the obligation to integrate ZEVs from the vehicle purchase decisions, and instead, establishes a commitment to convert portions of the fleet by target dates specified by the Air Resources Board.

Default ACF Compliance Option (% of MHD Vehicle Purchases)



Alternative Milestone Option (Commitment Based On % of Fleet)

ZEV Portion of Fleet	10%	25%	50%	75%	100%
Group 1: Box trucks, vans, 2-axle buses, yard tractors	2025	2028	2031	2033	2035+
Group 2: Work trucks, day cab tractors, 3-axle buses	2027	2030	2033	2036	2039+
Group 3: Sleeper cab tractors and specialty vehicles	2030	2033	2036	2039	2042+

About TerraVerde Energy

TerraVerde Energy is a leading independent energy consulting firm proudly supporting California public agencies with the design and deployment of energy projects and programs that reduce costs, increase resiliency (backup power), and enhance sustainability. Since 2009, we have supported the successful implementation of over $500 million worth of energy projects for which we provided independent technical and financial feasibility analyses, project development (competitive solicitation) support, project implementation management (overseeing design, interconnection, incentive applications, and construction), and continue to provide ongoing asset management services (performance monitoring, operations & maintenance, revenue program management, detailed

APP
ACWA Preferred Provider

energy & financial performance reporting). TerraVerde is proud to serve as ACWA's Preferred Provider for fleet electrification consulting services. Our clients include dozens of California water agencies, including:

Matt Zerega, Fleet ZEV Transition Subject Matter Expert: TerraVerde's fleet consulting services are led by Matt Zerega, who has been focused on transportation electrification and the associated infrastructure since 2009. During that time, Matt has been involved in designing new EV charging rates (at SDG&E), new EV infrastructure programs and new charging equipment and managed charging systems. Following these efforts, Matt served as a lead or contributor to some of the largest and newest kind of infrastructure program-design and implementation efforts (e.g., bidding aggregated charging load into the CASIO ancillary services market). In collaboration with our colleagues at TerraVerde, Matt has developed a highly refined independent Fleet ZEV Transition Total Cost of Ownership (TCO) Model which was built specifically to support public fleets in developing their compliance strategies regarding CARB's Advanced Clean Fleets Regulation.



A Road Map For ACF Compliance

Compliance Planning for CARB's Advanced Clean Fleets Regulation

- Identify vehicle & charging requirements (kWh & kW)
- Assess rough order of magnitude (ROM) costs and available incentive funding sources
- Map out initial schedule & plan

Deployment Planning for initial wave of electric vehicles & charging equipment

- Select vehicles & charging equipment
- Charging site design (quantity, power, location & features)
- Assess charge management solutions, rate optimization opportunities, solar PV & battery opportunities
- Initiate utility & contractor coordination

Site & Team Prep for effective operational integration

- Complete hardscape & electrical infrastructure upgrades
- Install charging equipment and signage
- Integrate systems: vehicle, charging and building energy management (as needed)
- Organize and conduct training: employees, public, maintenance staff (as needed)

Operations of your electric vehicle fleet

- Monitor vehicle and charging equipment performance, ensure timely maintenance, and minimize utility costs
- Ongoing training
- LCFS revenue generation

TerraVerde's ACF Compliance Planning Services

TerraVerde can provide your agency with a ***clear***, ***actionable*** ***assessment*** of your ***options***, ***costs***, ***challenges***, and ***opportunities***... enabling your team to take an ***intelligent***, ***risk-mitigated*** ***approach*** to ACF compliance.

MHD Fleet Analysis	• Detailed assessment of your agency's MHD vehicle fleet • Projected vehicle retirement schedule • Exploration of ACF regulation exemption opportunities • Development of anticipated ZEV purchase schedule
ZEV & Infrastructure Analysis	• Assessment of ZEV requirements and options • Assessment of charging requirements and options • Preliminary layouts for EV charging infrastructure • Estimate of projected electricity costs
Financial Analysis	• Identify available incentive funding sources (e.g., HVIP, utility programs) • Assess revenue opportunities from the Low-Carbon Fuel Standard (LCFS) credit program • Provide a 10-year total cost of ownership cash flow including capital and operating expenses for MHD ZEV fleet and related infrastructure

TerraVerde's Is Your Preferred Partner In ACF Compliance Planning

Market-Leading Expertise | TerraVerde has a deep understanding of the regulatory compliance requirements, equipment options & costs, incentives & fundings sources, and revenue opportunities

Independent Advisors | TerraVerde provides an objective perspective for your agency as you consider the road ahead for your fleet's transition to Zero-Emission Vehicles

Proven Track Record Serving Water Agencies | TerraVerde has proudly served California public agencies since 2009, and serves as ACWA's preferred provider for fleet electrification planning services

Proposed Scope of Work

Task 1. Kick-Off Meeting	1. Host Project Kick-Off Meeting with Client a. 1-hour Zoom meeting with TerraVerde Project Team and the appropriate Client team members b. Agenda: i. Introductions ii. Review of project plan iii. Review of data collection process iv. Q&A 2. Coordinate initial collection of necessary fleet and facilities information **As part of TerraVerde's Data Collection Process, TerraVerde will guide the District through collecting the various data points necessary for the District to complete it's initial reporting to CARB via the TRUCRS portal.**
Task 2. MHD Fleet Assessment	1. Evaluate current medium- and heavy-duty (MHD) fleet composition and utilization 2. Develop projected vehicle retirement schedule, based on input from Client on typical vehicle replacement practices **3. Explore applicable exemption opportunities per CARB's Advanced Clean Fleets (ACF) regulation** 4. Develop an anticipated ZEV purchase schedule 5. Meet with Client to review initial findings and confirm assumptions to inform the remainder of the analysis
Task 3. ZEV Option Assessment	1. Identify ZEV options and estimate rough order of magnitude (ROM) costs over the next 10 years (including up-front purchase, maintenance, infrastructure and fuel) 2. Identify high-priority challenge vehicles, if any a. Slated for replacement within five years b. For which there is no clear like-for-like equivalent available or expected soon c. That do not clearly qualify for exemption under the CARB Advanced Clean Fleets Regulation
Task 4. Fueling Equipment Options & Usage Assessment	1. Evaluate drive-cycle and duty-cycle (by vehicle functional category) a. Energy use and replenishment requirements (quantity and duration) b. Including PTO usage and towing where applicable 2. Identify suitable ZEV fueling equipment options and indicative costs 3. Prepare (where applicable) preliminary layouts for fueling equipment
Task 5. Incentives & Funding Sources Assessment	1. Identify available incentive funding opportunities 2. Assess Low Carbon Fuel Standard (LCFS) revenue opportunities

Task 6. Develop & Present Compliance Plan	1. Develop ZEV Compliance Plan based on the findings from tasks 2-5, including a. Summary of ACF Regulation b. ZEV Transition Schedule c. ZEV Options, Costs & Potential Exemptions d. Fueling Equipment Options & ROM Costs and project timing e. Incentive Funding Sources f. Other Key Findings g. Considerations for Next Steps 2. Prepare and deliver plan in the form a PowerPoint presentation 3. Host a 90-minute working session via Zoom to review the plan with the Client

Proposed Fees

Fees	Amount
Consulting Services Fee	Total Fee: $45,000 10% due upon contract signing 90% due upon delivery of plan
Expenses	Travel expenses for kick-off meeting & findings presentation to be billed at-cost (expected not to exceed $4,000)

Project Team Lead



Years of Experience
20

Education
BS, Marketing
MBA, Business

Matt Zerega
Director, Fleet Electrification

TerraVerde Energy, San Francisco, CA — Director, Fleet Consulting, 2022 – Present
Provides technical leadership to TerraVerde fleet consulting services team, assisting fleet owners and operators establish and implement intelligent, risk-mitigated approaches to the ZEV transition.

Energy & Utilities Consultant, Morro Bay, CA — 2018 – 2022
Technical & financial analysis, strategy, and new product development, focused on alternative energy systems, transportation electrification, charging infrastructure, carbon-free energy and climate action.

Shell, San Diego, CA — US Technical Lead, E-Mobility, 2016 – 2018
Provided expert guidance to a multi-national team. Guided and conducted U.S. market assessment, provided regulatory guidance, customer strategy and new product design expertise, development and deployment guidance and support. Identified and led effort to secure pilot commercial-deployment site.

Liberty PlugIns, San Diego, CA — Operations Manager, 2014 – 2016
Built and managed team dedicated to the design, manufacture, and sale of plug-in vehicle infrastructure and hosted transaction processing services (for EV infrastructure start-up). Increased sales by over 400 percent through development of new messaging and accurate, complete understanding of context-specific value. Primary contributor to securing the company's largest single round of financing.

BOARD MEMORANDUM

DATE: December 9, 2024

TO: **BOARD OF DIRECTORS**

FROM: Mr. Wendell Wall, Facilities Manager

VIA: Mr. Scott L. Rogers, Assistant General Manager

RE: ***CONSIDERATION AND POSSIBLE ACTION TO ACCEPT PROPOSAL AND DIRECT STAFF TO FORMALIZE AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT WITH TERRAVERDE ENERGY, LLC FOR MANAGEMENT OF THE TESLA BATTERY SYSTEMS TO INCLUDE ADDITIONAL SERVICES IN THE SCOPE OF WORK. ($31,637.00 – NOT-TO-EXCEED – NON-BUDGETED – FACILITIES MANAGER WALL)***

Recommendation:

Staff recommends that the Board approve the proposal from TerraVerde Energy, LLC (TerraVerde) and direct staff to formalize Amendment No. 1 to the Consulting Services Agreement for Management of the Tesla Battery Systems to include additional services in the Scope of Work.

Alternative Options:

The District can choose not to approve this Proposal.

Impact of Taking No Action:

The District may lose financial benefits from hosting the Tesla battery systems at District sites, including energy savings, possible revenue generation and management of the agreement between Tesla and Palmdale Water District.

Background:

In 2020, Palmdale Water District entered into agreements with Tesla for the installation of four battery energy storage systems, leveraging incentives through California's Self-Generation Incentive Program.

In August 2024, the Board approved a contract with TerraVerde to review the agreement for the Tesla battery systems at the District's water facilities and addressed the following:

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

Upon completion of the review, the District requested TerraVerde provide additional services to ensure Telsa meets its contract requirements and provides additional benefits to the District.

Amendment No. 1 to the Scope of Work will be as follows:

- Task 1: Battery & Operator (Tesla) Performance Optimization
  a) System Performance Monitoring
  b) Management of Systems Issues & Tesla's Performance
  c) Enforcement of Tesla's Obligation to the District
  d) Development & Maintenance of Facility Operation Plan

- Task 2: Detailed Energy Performance Analysis & Financial Reporting
  a) Quarterly Reports
  b) Annual Operation & Financial Report
  c) Reporting Target Schedule

- Task 3: Historical Financial Performance Audit (previous two years)
  a) Confirm with Tesla whether any program Participation (Grid Service) or Make -Whole payments are owed to the District per the terms of the Project Agreements
  b) Collect Program Participation Payments (required from Tesla by Feb 28 each year)
  c) Request an audit from Tesla within 10 days of receiving Program Participation Payment

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiatives No. 3 – Systems Efficiency and No. 4 – Financial Health and Stability.

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

Budget:

This item is non-budgeted under Project No. 1-04-4235-415 and includes three years of service from 2024 to 2027 in the not-to-exceed amount of $31,637.00.

Supporting Documents:

- Consulting Services Agreement between Palmdale Water District and TerraVerde Energy, Inc. dated August 26, 2024
- Proposal from Terra Verde Energy dated December 3, 2024

CONSULTING SERVICES AGREEMENT

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

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

RECITALS

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

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

AGREEMENT

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

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

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

Name: Wendell Wall

Title: Facilities Manager

Email Address: wwall@palmdalewater.org

Phone Number: 661-456-1052

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT: TerraVerde Energy, LLC.

Name: David Burdick
Title: President, Asset Management

Consultant Signature: David Burdick **Date:** 08/27/2024

CLIENT: Palmdale Water District

Name: Dennis D. LaMoreaux

Title: General Manager

Client Signature: Dennis D. LaMoreaux **Date:** August 27, 2024

Exhibit "A"
Services & Fees

Background

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

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

Scope of Work

Task 1. Data Collection	a. Coordinate with the District (or Tesla, as directed by the District) to collect any documentation or data necessary to complete the assessment b. Organize data and documents and share with the District for its own record-keeping
Task 2. Portfolio Assessment	a. Review the following (as available): i. Product Purchase Agreements ii. O&M Agreements iii. Grid Services Agreements iv. Project Drawings v. Other relevant data and documents b. Summarize key terms of these agreements, especially findings with regards to i. What benefits these systems are intended to provide to the District (e.g., backup power benefits, energy cost savings, revenues from grid services program participation) ii. How these systems are designed to operate in concert with the District wider energy systems at these sites (e.g., with other controls and backup generation systems) iii. What obligations Tesla has to the District iv. What requirements (if any) the District has in the ongoing operation of these systems

Task 3. Presentation of Findings	a. Document findings in the form of a PowerPoint Presentation b. Deliver the presentation and materials collected in Task 1 to the District c. Meet with the District via Zoom to present and discuss the findings

Fee Proposal

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



Tesla Battery Support Services Proposal

December 3, 2024

prepared for
Palmdale Water District
Scott Rogers, Assistant General Manager
Wendell Wall, Facilities Manager

presented by
TerraVerde Energy
David Burdick, President
david@terraverde.energy
(415) 272-1014

TerraVerde ENERGY

GET MORE FROM YOUR SOLAR & BATTERY SYSTEMS

With TerraVerde Energy's Asset Management Program

Solar PV & battery energy storage systems can generate incredible financial benefits through both cost savings and revenue opportunities. However, given the technical nature of the operating profiles of these technologies and the complex utility billing arrangements associated with these systems, many project stakeholders are left with ambiguous uncertainties around key questions including:



- Are your systems performing as they should?
- Are you seeing the savings you were expecting?
- Are you capitalizing on project revenue opportunities?

TerraVerde Energy's asset management program delivers:

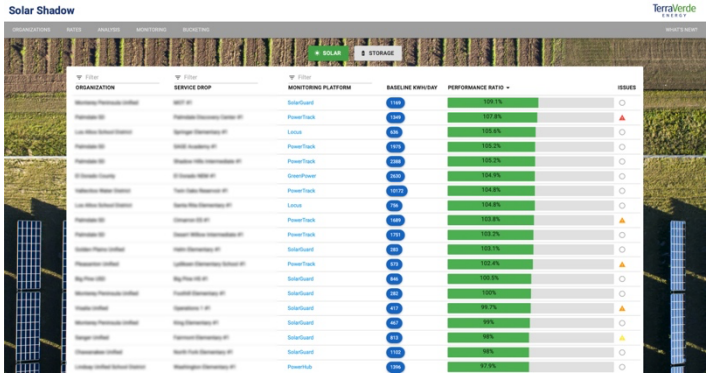
More Savings

More Revenue

More Insight

Less Overhead

More Savings



Our **dedicated team of engineers** leverage technical, financial, and energy market **expertise** to ensure that your systems are performing at their peak operating capacity and deliver **peak utility bill savings**. We manage over 500 solar & battery systems on behalf of our clients. TerraVerde's **SolarShadow software** integrates seamlessly with utility, solar, and battery data systems, giving us unparalleled insights into both the energy and financial performance of solar & battery portfolios.

For **client-owned systems,** we act as your representative holding your installers and equipment manufactures to account on maintenance, performance, and warranty obligations. Where needed, we can provide preventive maintenance, corrective maintenance, and panel washing services to extend the life of your systems and ensure that warranties are maintained. For **third-party owned**

systems (e.g., Solar PPAs), we act as your representative meeting regularly with your providers to hold them to account on their maintenance & performance obligations, including enforcing performance guarantees.

More Revenue

In addition, our program brings clients **new revenues** from their existing systems where possible through:

- **Monetizing Renewable Energy Certificates (RECs)**
- **Participation in New Grid Services and DER Programs**

The following are a few recent examples of the revenue we have recently secured for several of our clients through the monetization of their Renewable Energy Certificates:

Project Scale	Annual Revenue
1 Medium-Sized Solar Project	$20,000
6 Medium-Size Solar Projects	$54,000
20 Small Solar Projects	$100,000

Optimized System Performance
- Monitoring
- Case Management
- Preventive Maintenance
- Corrective Maintenance
- Panel Washing

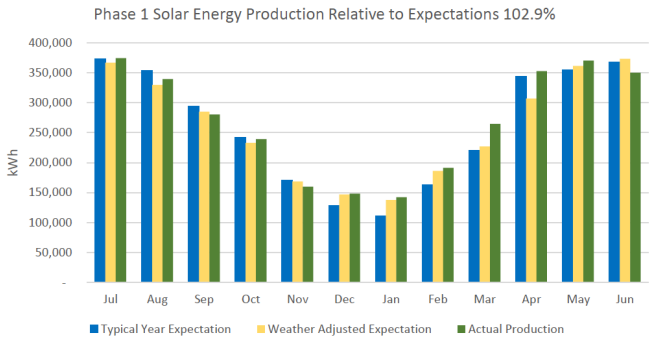
Contract Management
- Warranty Enforcement
- Performance Guarantee Enforcement

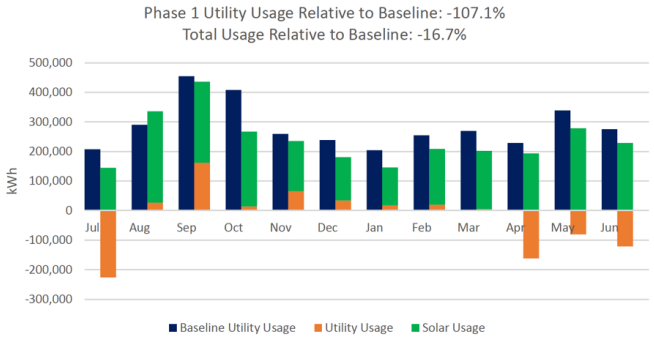
Utility Tariff Program Management
- Generating & Benefitting Accounts
- RES-BCT Audit & Optimization

More Insight

Each quarter, we provide our clients with **transparent, actionable reporting**, providing insights into: actual vs. weather adjusted system performance, actual vs. expected energy usage, transparent log of all case (performance issue) activities.

Example Solar Production & Energy Usage Analysis





Each year, we provide our clients with **detailed financial analysis & reporting**, providing insights into: calculated Shadow Bills (what utility bills would have been without the solar or battery systems), actual vs. expected financial performance (including: utility bill savings, revenues, operating expenses, & net savings).

Example Financial Performance Analysis

I. Financial Performance

All Phases	Projection	Actual	Percentage
Avoided Cost of Electricity	$1,534,937	$1,603,801	104%
Other Income	$567,979	$602,884	106%
Expenses	($1,441,096)	($1,252,821)	87%
Net Savings	**$661,820**	**$953,864**	**144%**

Bill Start	Bill End	Utility Bill; if no solar	Utility Bill; actual	Net Bill Savings
6/9/2017	7/10/2017	$ 25,146.71	$ 8,362.32	$ 16,784.39
7/11/2017	8/9/2017	$ 26,740.48	$ 8,894.47	$ 17,846.01
8/10/2017	9/10/2017	$ 27,377.64	$ 9,326.26	$ 18,051.38
9/11/2017	10/9/2017	$ 24,193.25	$ 9,078.06	$ 15,115.19
10/10/2017	11/7/2017	$ 22,096.43	$ 8,309.59	$ 13,786.84
11/8/2017	12/7/2017	$ 15,052.16	$ 8,375.70	$ 6,676.46
12/8/2017	1/7/2018	$ 12,535.34	$ 8,564.51	$ 3,970.83
1/8/2018	2/6/2018	$ 14,691.18	$ 10,794.47	$ 3,896.71
2/7/2018	3/8/2018	$ 15,269.66	$ 8,603.19	$ 6,666.47
3/9/2018	4/8/2018	$ 15,216.23	$ 7,695.92	$ 7,520.31
4/9/2018	5/8/2018	$ 18,167.97	$ 5,470.25	$ 12,697.72
5/9/2018	6/7/2018	$ 23,760.91	$ 8,552.65	$ 15,208.26
			TOTAL	**$ 138,220.57**

II. Technical Performance

Metric	Projection (kWh)	Actual (kWh)	Percentage
Solar Production I	3,121,616	3,211,672	103%
Solar Production II	998,029	944,890	95%
Solar Production III	5,667,687	5,104,669	90%
District Electricity Usage I	3,429,614	2,856,185	83%
District Electricity Usage II	1,045,939	947,113	91%
District Electricity Usage III	8,483,654	7,901,414	93%

Less Overhead

Our dedicated asset management team members work on our clients' behalf (driving peak savings, revenues, and system performance) so that **client team members can focus on their other priorities** and be confident that their solar & battery portfolio is in good hands.



David Burdick
President



Robin Weldy
Sr. Portfolio Manager



JP Bourquin
Project Manager

About TerraVerde Energy

TerraVerde stands as a prominent independent energy and fleet consultancy, dedicated to assisting California's public agencies. Since its inception in 2009, TerraVerde has played a pivotal role in the successful rollout of energy infrastructure projects valued at over $500 million. This includes contributions to more than 150 megawatts of solar PV, battery storage, and electric vehicle infrastructure. Our robust offerings span technical & financial assessments, procurement assistance, and hands-on management during implementation and ongoing operation of the projects.

Our Asset Management Team manages a portfolio of over 500 solar and battery systems, for clients such as:

Visalia Unified School District · SCV Water · El Dorado County California · Pittsburg Unified School District · Woodland City of Trees California

…maximizing their financial benefits. Our group of experienced technicians monitor, maintain, analyze and report on these systems to mitigate risk, optimize performance, drive down costs, and capitalize on revenue opportunities, delivering the maximum financial benefits to our clients.

TerraVerde Energy has delivered over $50M in net energy cost savings to our clients to date.

PROPOSED SCOPE

Systems

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

Services

Task 1. Battery & Operator (Tesla) Performance Optimization

a. **System Performance Monitoring:** TerraVerde will monitor these systems, ensuring that issues are detected early and resolved swiftly.
b. **Management Of System Issues & Tesla's Performance:** TerraVerde will track and manage the timely resolution of identified issues. As an issue is identified, TerraVerde will address the issue with Tesla, and drive timely resolution of the issue. Activities on each issue are tracked and shared openly in our quarterly reports. Where applicable, issue management will include enforcing warranty, maintenance, and performance obligations required of Tesla in the related project agreements.
c. **Enforcement of Tesla's Obligations to the District:**
    i. Confirm with Tesla whether any Program Participation (Grid Services) or Make-Whole payments are owed to the District (per the terms of the project agreements)
    ii. Collect Program Participation Payments (required from Tesla by Feb 28 each year)
    iii. Request an audit from Tesla within 10 days of receiving the Program Participation Payment
    i. Review findings from their audit and collect Make Whole Payments as needed
d. **Development & Maintenance of a Facility Operation Plan:** TerraVerde will coordinate with the District, Tesla, and electric utility to collect available, relevant project documentation and store these in a secure data room, including: project contracts, project drawings, and utility agreements.

Task 2. Detailed Energy Performance Analysis & Financial Reporting

a. **Quarterly Operational Reports:** For each of the first three fiscal quarters (see schedule below), TerraVerde will prepare and deliver a detailed, transparent, actionable operational report, including:
    i. *Sites Summary*: a table summarize the location, age, size, and ownership structure of the systems
    ii. *Executive Summary*: graphs summarizing actual vs. expected system performance and energy usage across the portfolio of sites, along with brief narrative description of the performance and any key findings
    iii. *System Issues*: a detailed log of all cases opened over the quarter, including insights into the specific activities taken by TerraVerde to resolve the issues
    iv. *Site Specific Performance*: a detailed comparison of actual vs. expected performance at each site along with a comparison of actual vs. expected energy usage
b. **Annual Operational & Financial Report:** At the conclusion of each fiscal year (see scheduled below), TerraVerde will prepare and deliver a detailed, transparent, actionable operational report, including:

a. *Sites Summary*: a table summarize the location, age, size, and ownership structure of the systems
b. *Fiscal Year Performance Executive Summary:* tables summarizing actual vs. expected: bill savings, operating expenses, revenues, net savings, system performance, and electricity usage. Additionally, TerraVerde will provide a brief narrative summary of operational and financial performance for the year.
c. *Portfolio Wide Performance & Usage:* graphs showing actual vs. expected system performance and energy usage across the portfolio of sites
d. *System Issues*: a detailed log of all cases opened, including insights into the specific activities taken by TerraVerde to resolve the issues
e. *Performance Guarantee Accounting:* a table showing the running total of any balances accruing to you from your third-party system owner relative to performance guarantee shortfalls
f. *Site Specific Performance*: a detailed comparison of actual vs. expected performance at each site along with a comparison of actual vs. expected energy usage
g. *Site-By-Site Shadow Billing Analysis:* tables what utility bills would have been at each site during each month vs. the actual bills, showing actual savings delivered at each site

c. **Reporting Target Schedule:** TerraVerde provide these quarterly and annual reports according to the following target schedule:

Performance Period	Report Delivered By
July – September Operational Report	End of November
October – December Operational Report	End of February
January – March Operational Report	End of May
April – June Operation Report & July – June Financial Analysis	End of September

Task 3. Historical Financial Performance Audit (previous two years)

a. For the previous two performance years, TerraVerde will support the District with completing an audit of the financial performance of these systems to confirm whether the District is owed any compensation from Tesla
   a. Confirm with Tesla whether any Program Participation (Grid Services) or Make-Whole payments are owed to the District (per the terms of the project agreements)
   b. Collect Program Participation Payments (required from Tesla by Feb 28 each year)
   c. Request an audit from Tesla within 10 days of receiving the Program Participation Payment
   d. Review findings from their audit and collect Make Whole Payments as needed
   e. Complete an independent audit of the actual financial impacts of the batteries to the District's electric utility bills over the past two performance years
   f. Prepare and present findings to the District
   g. Support the District with collecting any outstanding payments owed from Tesla

Price & Terms

- Services to be provided for an initial term of three years with the District's option to opt out annually
- Fee schedule:

Performance Period	Fee	Due
December 2024 – November 2025	$3,000 one-time onboarding fee + $6,000 annual services fee	12/1/2024
Task 3: Historical Financial Performance Audit (previous two years)	$10,000 one-time fee due upon delivery of the findings	due upon delivery of the findings
December 2025 – November 2026	$6,210	12/1/2025
December 2026 – November 2027	$6,427	12/1/2026

MINUTES OF MEETING OF THE OUTREACH COMMITTEE OF THE PALMDALE WATER DISTRICT, SEPTEMBER 30, 2024

A meeting of the Outreach Committee of the Palmdale Water District was held Monday, September 30, 2024, at 2029 East Avenue Q, Palmdale, CA 93550. Chair Dino called the meeting to order at 2:00 p.m.

1) Roll Call.

Attendance:	**Others Present:**
Committee:	Dennis LaMoreaux, General Manager
Vincent Dino, Chair	Scott Rogers, Assistant General Manager
Cynthia Sanchez, Committee Member	Judy Shay, Public Affairs Director
	Don Wilson, Committee Member Alternate
	Maria Avelar, Water Use Efficiency Spec. I
	Danielle Henry, Executive Assistant
	Patricia Guerrero, Management Analyst
	1 member of the public

2) Adoption of Agenda.

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

3) Public Comments for Non-Agenda Items.

There were no public comments for non-agenda items.

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

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held July 24, 2024.

It was moved by Committee Member Sanchez, seconded by Chair Dino, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Outreach Committee meeting held July 24, 2024, as written.

4.2) Discussion of 2024 Outreach Activities. (Public Affairs Director Shay)

a) Outreach Report.

Public Affairs Director Shay provided a detailed overview of the written Outreach Report of current events through September 30 including press releases, print publications, customer outreach, social media highlights and participation at various events including meetings with representatives from Congressman Garcia's office and Burbank Water and Power staff regarding Pure Water AV (PWAV), staff participation in the Help for Heroes Softball Tournament, a presentation on the PWAV groundbreaking to the ACWA Communications Committee, and PWAV message trainings for staff with Katz & Associates and then stated that Littlerock Dam's 100th Anniversary photos are now on display at the AV Rural Museum and that she was named to the ACWA Huell Howser Excellence in Communication Selection Committee.

b) Upcoming Events/2024 Plans.

She then stated that upcoming events include the SDANLAC Membership Luncheon on October 2, a virtual Rate Study Workshop on October 7, the Jr. Water Ambassadors Academy on October 9, a Water-Wise Workshop on Preparing Your Garden for Winter on October 10, and an open house Rate Study Workshop on October 23 with Spanish translation available for customers.

She then stated that Proposition 218 Rate Study Notices and Fact Sheets were mailed to all property owners and residents in the District on September 17 and that staff received requests for the Spanish version from several customers followed by a brief discussion of public feedback regarding the 2024 Water Rate Study.

5) Reports.

5.1) Water-Use Efficiency Activities. (Water Use Efficiency Specialist I Rosati)

Water Use Efficiency Specialist I Avelar reported that staff participated in the National Night Out on August 5; that staff distributed flyers for the upcoming Water-Wise Workshop: Preparing Your Garden for Winter on October 10 with guest speaker Derek Winkel from AV Resource Conservation District and for the launching of the 2024-2025 Water Awareness Education Program; and that the WUE team has currently

visited 2 schools and presented to 4 classrooms reaching approx. 110 students and 4 teachers with 2 more presentations scheduled in October.

6) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

7) Date of Next Committee Meeting.

It was determined that the next Outreach Committee meeting will be held November 26, 2024, at 2:00 p.m.

8) Adjournment.

There being no further business to come before the Outreach Committee, the meeting was adjourned at 2:13 p.m.

Chair