



SAWPA

SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

This meeting will be conducted in person at the addresses listed below. As a convenience to the public, members of the public may also participate virtually using the zoom link provided below. The zoom link is for viewing purposes only; members of the public will not have speaking privileges virtually. Public Comments may be provided in person or submitted in advance to publiccomment@sawpa.gov. Speaking privileges through zoom are limited to approved entities and pre-vetted participants who must request authorization. However, in the event there is a disruption of service which prevents the Authority from broadcasting the meeting to members of the public, the meeting will not be postponed or rescheduled but will continue without remote participation. The remote participation option is provided as a convenience to the public and is not required. Members of the public are welcome to attend the meeting in-person.

ZOOM LINK FOR VIEWING ONLY

<https://sawpa.zoom.us/j/89021830244>

REGULAR COMMISSION MEETING TUESDAY, DECEMBER 2, 2025 – 9:30 A.M.

Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

and

303 W. Commonwealth Avenue
Fullerton, CA 92832

and

1960 Harbor Island Drive
San Diego, CA 92101

AMENDED AGENDA

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PUBLIC COMMENTS**

Members of the public may address the Commission on items within the jurisdiction of the Commission; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

Members of the public may make comments in-person or electronically for the Commissions' consideration by sending them to publiccomment@sawpa.gov with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, December 1, 2025. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Commission.

- 4. ITEMS TO BE ADDED OR DELETED**

Pursuant to Government Code §54954.2(b), items may be added on which there is a need to take immediate action and the need for action came to the attention of the SAWPA Commission subsequent to the posting of the agenda.

5. **CONSENT CALENDAR**

All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Commission by one motion as listed below.

- A. **APPROVAL OF MEETING MINUTES: NOVEMBER 18, 2025**7
Recommendation: Approve as posted.
- B. **TREASURER'S REPORT: OCTOBER 2025**15
Recommendation: Approve as posted.

6. **NEW BUSINESS**

- A. **PHASE 1 ELECTRIC VEHICLE CHARGER PROJECT AWARD (CM#2025.87)**21
Presenter: Daniel Vasquez
Recommendation: That the Commission approve the following:
1. Direct the General Manager to file a Notice of Exemption for the Phase 1 Electric Vehicle Charger Project with the Riverside County Clerk's Office, and
2. Authorize the General Manager to approve the General Services Agreement and Task Order No. INC100-01 with InCharge Energy Inc. for an amount not to exceed \$101,731.48 for the Phase 1 Electric Vehicle Charger Project.
- B. **PROPOSITION 4 OVERVIEW (CM#2025.88)**169
Presenter: Ian Achimore
Recommendation: Receive and file.

7. **INFORMATIONAL REPORTS**

Recommendation: Receive for information.

- A. **COMMUNICATIONS REPORT**217
Presenter: Karen Williams
- B. **GENERAL MANAGER REPORT**
Presenter: Karen Williams
- C. **CHAIR'S COMMENTS/REPORT**
- D. **COMMISSIONERS' COMMENTS**
- E. **COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS**

8. **CLOSED SESSION**

- A. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: one case | PFAS Regional Analysis Phase II Update

9. **CLOSED SESSION REPORT**

10. **ADJOURNMENT**

PLEASE NOTE:

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4220 or email svilla@sawpa.gov 48-hour notification prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.gov, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on November 25, 2025, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at SAWPA's office at 11615 Sterling Avenue, Riverside, California.

2025 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

(NOTE: All meetings begin at 9:30 a.m., unless otherwise noticed, and are held at SAWPA.)

January		February	
1/7/25	Commission Workshop [cancelled]	2/4/25	Commission Workshop
1/21/25	Regular Commission Meeting	2/18/25	Regular Commission Meeting
March		April	
3/4/25	Commission Workshop	4/1/25	Commission Workshop
3/18/25	Regular Commission Meeting	4/15/25	Regular Commission Meeting
May		June	
5/6/25	Commission Workshop	6/3/25	Commission Workshop - EMWD
5/20/25	Regular Commission Meeting - IEUA	6/17/25	Regular Commission Meeting - EMWD
5/13 – 5/15/25	ACWA Spring Conference, Monterey, CA		
July		August	
7/1/25	Commission Workshop - WMWD	8/5/25	Commission Workshop - SBVMWD
7/15/25	Regular Commission Meeting - WMWD	8/19/25	Regular Commission Meeting - SBVMWD
September		October	
9/2/25	Commission Workshop - SBVMWD	10/7/25	Commission Workshop
9/16/25	Regular Commission Meeting	10/21/25	Regular Commission Meeting
November		December	
11/4/25	Commission Workshop	12/2/25	Commission Workshop
11/18/25	Regular Commission Meeting	12/16/25	Regular Commission Meeting
		12/2 – 12/4/25	ACWA Fall Conference, San Diego, CA

2026 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

(NOTE: All meetings begin at 9:30 a.m., unless otherwise noticed, and are held at SAWPA.)

January		February	
1/6/26	Commission Workshop [cancelled]	2/3/26	Commission Workshop
1/20/26	Regular Commission Meeting	2/17/26	Regular Commission Meeting
March		April	
3/3/26	Commission Workshop	4/7/26	Commission Workshop
3/17/26	Regular Commission Meeting	4/21/26	Regular Commission Meeting
May		June	
5/5/26	Commission Workshop	6/2/26	Commission Workshop
5/19/26	Regular Commission Meeting	6/16/26	Regular Commission Meeting
5/5 – 5/7/26	ACWA Spring Conference, Sacramento, CA		
July		August	
7/7/26	Commission Workshop	8/4/26	Commission Workshop
7/21/26	Regular Commission Meeting	8/18/26	Regular Commission Meeting
September		October	
9/1/26	Commission Workshop	10/6/26	Commission Workshop
9/15/26	Regular Commission Meeting	10/20/26	Regular Commission Meeting
November		December	
11/3/26	Commission Workshop	12/1/26	Commission Workshop
11/17/26	Regular Commission Meeting	12/15/26	Regular Commission Meeting
		12/1 – 12/3/26	ACWA Fall Conference, Anaheim, CA

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SAWPA COMPENSABLE MEETINGS

In addition to Commission meetings, Commissioners and Alternate Commissioners will receive compensation for attending the meetings listed below, pursuant to the Commission Compensation, Expense Reimbursement, and Ethics Training Policy.

IMPORTANT NOTE: These meetings are subject to change. Prior to attending any meetings listed below, please confirm meeting details by viewing the website calendar using the following link:

<https://sawpa.gov/sawpa-calendar/>

MONTH OF: DECEMBER 2025

DATE	TIME	MEETING DESCRIPTION	LOCATION
12/2/25	8:30 AM	PA 23 Committee Mtg	CANCELLED
12/2/25	10:00 AM	PA 24 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)
12/9/25	8:30 AM	PA 22 Committee Mtg	CANCELLED
12/9/25	10:00 AM	Santa Ana Sucker Conservation Team	Virtual/Teleconference
12/18/25	4:00 PM	LESJWA Board of Directors Mtg	Hybrid (Elsinore Valley MWD, 31315 Chaney Street, Lake Elsinore, CA 92530 & Virtual/Teleconference)

MONTH OF: JANUARY 2026

DATE	TIME	MEETING DESCRIPTION	
1/6/26	10:00 AM	PA 24 Committee Mtg	CANCELLED

Please Note: We strive to ensure the list of Compensable Meetings set forth above is accurate and up-to-date; the list is compiled based on input from SAWPA staff and Department Managers regarding meeting purpose and content.

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**SAWPA COMMISSION
REGULAR MEETING MINUTES
NOVEMBER 18, 2025**

COMMISSIONERS PRESENT

Mike Gardner, Chair, Western Municipal Water District
Gil Botello, Vice Chair, San Bernardino Valley Municipal Water District
Philip E. Paule, Secretary-Treasurer, Eastern Municipal Water District
Jasmin A. Hall, Inland Empire Utilities Agency
Denis Bilodeau, Orange County Water District [via – zoom]

COMMISSIONERS ABSENT

None

**COMMISSIONERS PRESENT;
NON-VOTING**

Fred Jung, Orange County Water District [via – zoom]
T. Milford Harrison, San Bernardino Valley Municipal Water District

STAFF PRESENT

Karen Williams, David Ruhl, Shavonne Turner, Ian Achimore, Dean Unger, John Leete, Rick Whetsel, Alison Lewis, Natalia Gonzalez, Sara Villa, Emily Fuentes, Linda Kim, Olivia Burgess; Marie Jauregui

OTHERS PRESENT

Thomas S. Bunn, Lagerlof, LLP; Arijanto Istandar, Inland Empire Utilities Agency; Ken Tam, Inland Empire Utilities Agency; Kevin O'Toole, Orange County Water District; Carly Pierce, Western Municipal Water District; Allison Edmisten, Yucaipa Valley Water District; Joe Zoba, Yucaipa Valley Water District; Jennifer Ares, Yucaipa Valley Water District; Toyasha Sebbag, City of Rialto; Valerie Amezcua, City of Santa Ana; Mark Swanson, Beaumont Cherry Valley Water District; David Armstrong, South Mesa Water Company; Beth Olhasso, West Coast Advisors

The Regular Meeting of the Santa Ana Watershed Project Authority Commission was called to order at 9:31 a.m. by Chair Gardner on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California, and Denis Bilodeau at 601 N. Ross Street, Room 327, Santa Ana, CA 92701.

1. CALL TO ORDER

2. ROLL CALL

An oral roll call was duly noted and recorded by the Clerk of the Board.

3. PUBLIC COMMENTS

There were no public comments.

4. ITEMS TO BE ADDED OR DELETED

There were no items to be added or deleted.

5. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: NOVEMBER 4, 2025

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

Result:	Adopted by Roll Call Vote
Motion/Second:	Paule/Hall
Ayes:	Bilodeau, Botello, Gardner, Hall, Paule
Nays:	None
Abstentions:	None
Absent:	None

6. NEW BUSINESS

A. PROPOSITION 1 ROUND 2 REPLACEMENT PROJECTS APPROVAL (CM#2025.82)

Ian Achimore provided a presentation titled Proposition 1 Round 2 Replacement Projects Approval, contained in the agenda packet on pages 15-24.

Mr. Achimore provided a brief overview of the Steering Committee's recommendation on approving two replacement projects under Proposition 1, Round 2 of the Integrated Regional Water Management (IRWM) Program, known as the OWOW Program. The Steering Committee's role is to approve IRWM plans, grant competition requirements, and final project lists before they are submitted to the Department of Water Resources (DWR), which manages Proposition 1 funding; the SAWPA Commission then ratifies those decisions. All Steering Committee actions must follow DWR funding requirements, including guidance on Disadvantaged Community (DAC) projects, which must demonstrate that at least 75% of their service area is disadvantaged based on median household income.

Mr. Achimore noted that for replacement projects, DWR requires that any substitute project must appear on the previously ranked project list and be the next highest-ranked project able to move forward, rather than a new unrelated proposal. Additional funding for an already approved project must reflect an expanded scope or increased benefits. In this round, one replacement project falls under general implementation and the other under DAC implementation, so two ranked lists apply. The original ranked list from the 2022 call for projects identified several approved projects, but in early 2024, SAWPA was notified that the Lead Service Line Replacement in Bloomington Project was no longer moving forward. SAWPA is the lead agency for the Santa Ana River Watershed Weather Modification Pilot and on June 3, 2025, the SAWPA Commission approved terminating the pilot based on the inability to cloud seed for a second year due to inconclusive results.

The remaining available funding from the original project's invoicing is \$630,000, which is recommended for reallocation to the Calimesa Aquifer Storage and Recovery project. This project will recharge highly purified recycled water into the Beaumont groundwater basin and has an estimated total cost of about \$20 million. It provides significant water supply benefits through potable extraction and can be constructed before DWR's deadline of December 31, 2027.

Commissioner Botello asked if it was confirmed whether they'll be able to finish and become operational. Mr. Achimore noted that staff pose these questions as they go through the list and focus on key points, such as whether they can meet the DWR deadline. If they are unable to do so, DWR is unlikely to remain engaged, and continuing would only waste time for all parties involved.

Commissioner Paule asked what ensures that the project will be completed? What factors or assurances can we rely on to trust that they will meet the deadline? Mr. Achimore noted that staff have been through this process multiple times, there's a level of give and take with these projects. Typically, we approve about 10 projects per funding round, but maybe 10-20% of them face delays or issues with their schedules. Staff asks as many leading questions as possible,

dive into their project timelines, review the scope of work, and identify the more challenging tasks.

Mr. Achimore stated that if a project doesn't meet the deadline, staff works with DWR to explore the possibility of an amendment, depending on their willingness and capacity. When it comes to proposition funding, we've directly asked DWR whether there's a hard deadline for spending the funds. Their response has been that, since these are not general funds which have a 5-year deadline due to legislative restrictions, there isn't a final deadline for bond funding. However, it ultimately depends on DWR's capacity and available funding for staff. If they keep extending the timeline, they risk depleting their own funds, which could lead to DWR being less favorable toward the project or the lead grant administrator.

Mr. Achimore continued his presentation and noted that the Lead Service Line Replacement in Bloomington Project for West Valley Water District is no longer moving forward. They conducted an assessment of lead service lines and found that there was no need for improvements in the area they initially identified. They informed SAWPA last year that they no longer required the funding.

Staff reviewed the list, as was done with general implementation projects, and checked in with the remaining projects. Two of them are unable to proceed, similar to the situation with general projects. One of these is the City of Rialto project, which also cannot move forward, but a substitute project has been proposed. Staff worked with DWR to ensure this replacement project aligns with their guidelines. This replacement project involves connecting 12 residential properties to the sewer system, installing 650 linear feet of sewer lines, manhole covers, and abandoning existing septic tanks. The total cost is \$500,000, and the project is set to be completed by the deadline.

Commissioner Hall inquired if the City of Rialto's project was already prepared to connect the 12 private properties to the sewer system, or if the funding is now enabling them to complete the necessary steps. Ms. Toyasha Sebbag noted that the intent of the project is to connect all 12 of the residents, who are currently using septic systems, to the sewer system. These properties do not have any laterals at the moment. The project will involve constructing a sewer main along the middle of a small street, approximately 600 feet long, with an 8-inch diameter. It will also include installing laterals to the properties and the abandonment of the existing septic systems.

Commissioner Botello inquired if the process of obtaining the necessary permits either before or during construction, or has it been completed? Joe Zoba noted that they are in the final stages of obtaining the permits. Right now, they are at the point where they are doing the modeling for the injection wells. After that, they will proceed with the Title 22 report. The next step is conducting a pump test, where they will move water with a surrogate through the system. Once that's done, they will be able to release the permit from the regional board and move forward with the project.

Mr. Zoba noted that the CEQA process is already complete, and the completion of the wells, they've already been drilled. They are currently conducting the pump test and are confident the project is essentially finished. They are now just working through the testing phase and will be able to spend the funds before December 31st.

Mr. Zoba continued by stating they are expecting positive impacts on water quality and have been working closely with Cindy Lee and the Regional Board. The water district is one of the few agencies with a maximum benefit program through the Regional Board. This aligns perfectly with their goals from back in 2004 when they received the permit through the Basin Plan and set more stringent objectives for that area. Everything is moving in the right direction. They now

have a new, drought-proof, high-quality source of water and are really excited about the progress of this project.

Mr. Zoba thanked the Commission for considering it a replacement project. He believes this is a very advanced initiative for an agency of our size, and it sets a strong example for other mid-sized agencies in Southern California. It demonstrates how we can maximize our water supply and make a meaningful impact on the region's water management.

MOVED, to approve Proposition 1 Integrated Regional Water Management Round 2 Replacement Projects for the 1) Weather Modification Pilot and 2) Lead Service Line Replacement in Bloomington Project.

Result:	Adopted by Roll Call Vote
Motion/Second:	Botello/Hall
Ayes:	Bilodeau, Botello, Gardner, Hall, Paule
Nays:	None
Abstentions:	None
Absent:	None

B. EXTENSION OF AGREEMENT WITH WEST COAST ADVISORS FOR LEGISLATIVE AFFAIRS SERVICES (CM#2025.83)

Karen Williams provided a presentation titled Extension of Agreement with West Coast Advisors for Legislative Affairs Services, contained in the agenda packet on pages 31-39.

Ms. Williams provided an overview regarding SAWPA maintaining a successful partnership with West Coast Advisors from the early 2000s, represented by Michael Boccadoro and Beth Olhasso. They provide state level legislative and regulatory advocacy services. In 2018, staff conducted a competitive Request for Proposal (RFP) and awarded a two-year contract with options to extend. The Commission approved a one-year extension in 2024, which extends the contract through December 2025. With the contract expiring at the end of this year, we are now requesting an extension through December 2027.

West Coast Advisors exceeded expectations during the six-year engagement. They have helped maintain strong relationships with key legislators and regulatory agencies, and extending the agreement will ensure continuity in our legislative programs. This also helps avoid administrative delays during the strategic planning process. Importantly, there is no conflict of interest with the member agencies or any other clients.

Ms. Williams noted that West Coast Advisors monitor and tracks state legislation and regulatory policies, develop and executes advocacy strategies in coordination with staff, and represents SAWPA and its member agencies' interests in Sacramento. They conduct weekly coordination calls with regional water agencies, which all member agencies participate in, and prepare monthly reports along with quarterly updates for the Commission.

The total cost would be \$234,000 for the two-year extension (\$117,000 per year). There has been no increase in this amount since 2020, and the funds are included in both the FY 2026-27 budget.

Commissioner Hall noted that the amount has remained unchanged since 2020, which is a positive development, especially given the rising costs everywhere else. It's a blessing that we can continue receiving quality service at the same cost they've been providing.

Ms. Olhasso expressed her appreciation and enthusiasm for continuing to work with SAWPA, collaborate with the Commission and member agency representatives, and is looking forward to seeing them at ACWA.

MOVED, to authorize the General Manager to extend the existing agreement with West Coast Advisors' (WCA) providing state legislative affairs services for an additional two-year term, in an amount not to exceed \$234,000 (\$117,000 per year).

Result:	Adopted by Roll Call Vote
Motion/Second:	Hall/Botello
Ayes:	Bilodeau, Botello, Gardner, Hall, Paule
Nays:	None
Abstentions:	None
Absent:	None

C. SAWPA 50th ANNIVERSARY CELEBRATION VENUE SELECTION (CM#2025.84)

Emily Fuentes provided a presentation titled SAWPA 50th Anniversary Celebration Venue Selection, contained in the agenda packet on pages 53-101.

Ms. Fuentes provided an overview of the potential venues for SAWPA's 50th Anniversary celebration. The venues were evaluated based on factors like capacity, location, parking, accessibility, catering, and availability. The 50th anniversary celebration will target elected officials and key regional partners, with a corporate style luncheon or dinner. The program will include speeches, resolutions, and a special 50th anniversary video. Our goal is to engage stakeholders and strengthen future relationships.

SAWPA staff evaluated several venues, focusing on those closest to the SAWPA area. However, Citrus Park is no longer available for the desired dates, so we've also considered Lot 84 as an alternative. Below is a list of the top venues, mostly in Riverside, with one in Eastvale and one in Jurupa Valley:

- March Field Air Museum (Riverside): A unique venue surrounded by aviation history with indoor and outdoor spaces. Ideal for milestone celebrations, offering historic aircraft as a backdrop.
- The Desi House (Eastvale): A stylish venue with both indoor and outdoor spaces, previously the ranch house of Desi Arnaz. It can host up to 120 people, though much of the capacity is outdoors, which we'd need to consider for weather in January. It offers access to the Santa Ana River Trail.
- Crestmore Manor (Jurupa Valley): A historic, elegant venue with 10,000 sq. ft. of space and scenic grounds, perfect for formal events.
- Loft 84 (Riverside): A charming, Art deco inspired venue in downtown Riverside. It offers an elegant setting with free decor, but no AV equipment, which would need to be arranged separately.
- Mission Inn Hotel and Spa (Riverside): The most iconic and expensive venue, offering timeless elegance and historic architecture.

Ms. Fuentes noted that if a venue doesn't offer on-site catering, they all have recommended partner caterers, and you can also bring in other caterers. Overall, all of these venues provide easy access to catering solutions suitable for the type of event we're planning.

Commissioner Botello noted that the March Field Air Museum feels a bit too warehouse-like for his taste, and his experience there wasn't particularly enjoyable. As for his top choices, the Mission Inn remains a strong contender, though he acknowledges it is on the pricier side.

He's heard excellent things about Crestmore Manor, though he hasn't personally visited. The photos are impressive, and he's confident that SAWPA staff will be able to transform the space beautifully, and Crestmore Manor is a venue he's drawn to.

Chair Gardner expressed that he's had the opportunity to visit all of the venues, and each one has its advantages and drawbacks. Despite his previous role representing downtown Riverside on the City Council, he would advise against holding the event there. It can be cumbersome, with noticeable parking costs, and if the weather is bad, attendees could be walking quite a distance.

He also likes Desi House, though much of the event would need to be held outdoors, and with the January weather, that's a bit of a risk.

The March Air Museum is a solid option, with ample parking. The Western Garden is nice but still in the early stages of development, so he would suggest revisiting it next year rather than for this event.

Chair Gardner's recommendation is Crestmore Manor. It offers the most flexibility, and you can bring in any caterer you choose. They also work regularly with trusted caterers, but you have plenty of options. The venue has great parking, and the surroundings are beautiful, there's a pond and lovely water features. Crestmore Manor seems like the most suitable and flexible choice, and it would provide a great atmosphere for the event.

Ms. Williams asked if it should be a lunch or dinner event. Chair Gardner acknowledged that while dinner tends to be more formal and elegant, it's also likely to be more expensive, and lunch might be easier for staff to manage. Ms. Williams commented that either option is fine for staff, though given that it's SAWPA's 50th anniversary, a dinner would be a nicer choice. Commissioner Botello said that a dinner could be more accommodating, especially if it's later in the day. A luncheon might be harder for some to attend if it runs a couple of hours longer.

The Commission reviewed the venue options for SAWPA's upcoming 50th Anniversary Celebration and provided direction to staff on the preferred location of the Crestmore Manor based on the event needs, desired format (dinner), and available budget.

No formal action was taken on Agenda Item No. 6.C.

7. INFORMATIONAL REPORTS

Recommendation: Receive for Information.

A. CASH TRANSACTIONS REPORT – SEPTEMBER 2025

Presenter: Karen Williams

B. INTER-FUND BORROWING – SEPTEMBER 2025 (CM#2025.85)

Presenter: Karen Williams

C. PERFORMANCE INDICATORS/FINANCIAL REPORTING – SEPTEMBER 2025 (CM#2025.86)

Presenter: Karen Williams

D. PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, AUGUST 2025

Presenter: Karen Williams

E. PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT, AUGUST 2025

Presenter: Karen Williams

F. STATE LEGISLATIVE REPORT

Karen Williams reported that at the ACWA Fall Conference there will be a reception for Senate Bill 72. She has the RSVP details and can send them to anyone interested in attending. It's an important event, especially regarding the signing of the bill, which includes key new provisions. It was requested that the information be sent to Commissioners Harrison, Bilodeau, and Hall.

Ms. Williams also noted that ACWA is hosting a Legislative Symposium on February 11th.

G. GENERAL MANAGER REPORT

Karen Williams reminded the Commissioners on the Groundwater Replenishment System and the Orange County Regional PFAS Groundwater Treatment Tour and asked them to sign up if interested in attending.

The RFP for the Strategic Plan closed, and six (6) proposals were received. Although 42 firms reviewed the RFP, only six (6) submitted proposals. Ms. Williams asked if the Commission is interested in participating in the review of the proposals as well as the General Managers. It was suggested that Chair Gardner and Commissioner Botello be apart of the review. Ms. Williams noted she would also extend it to the member agency General Managers.

Ms. Williams inquired whether, due to ACWA, we should still proceed with the Commission meeting on December 2nd. The only significant item scheduled for that date is a PFAS update, which would be presented in a closed session. Chair Gardner proposed maintaining a quorum with alternates if necessary. It was also mentioned that Commissioners Bilodeau, Harrison, and Hall would be attending ACWA. Additionally, it was noted that the meetings on January 6th will be canceled.

Ms. Williams noted that she will be speaking at the California Water Environment Association P3S Conference in February. David Ruhl and she will be giving a presentation on building stewards of water through brine management.

Ms. Williams reported that the position for the Water Resources and Planning Manager has been filled. Erica Bayard comes from an organization where she's worked as a civilian for the Navy. Ms. Bayard has extensive experience working globally at various naval facilities, focusing on groundwater modeling and other technical areas. She's very technically astute and should be a great addition to SAWPA. Ms. Bayard will be starting on December 8th.

H. CHAIR'S COMMENTS/REPORT

There were no Chair comments received.

I. COMMISSIONERS' COMMENTS

There were no Commissioners' comments received.

J. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

8. CLOSED SESSION

There was no Closed Session.

9. ADJOURNMENT

There being no further business for review, Chair Gardner adjourned the meeting at 10:28 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, December 2, 2025.

Mike Gardner, Chair

Attest:

Sara Villa, Clerk of the Board

Santa Ana Watershed Project Authority



Finance Department

Santa Ana Watershed Project Authority **TREASURER'S REPORT**

October 2025

During the month of October 2025, the Agency's actively managed temporary idle cash earned a return of 3.954% and 2.625%, representing interest earnings of \$122,147. Additionally, the Agency's position in overnight funds L.A.I.F. generated \$68,291 in interest, resulting in \$190,438 of interest income from all sources. Please note that this data represents monthly earnings only and does not indicate actual interest received. There were fifty (50) investment positions purchased, zero (0) positions sold, zero (0) positions matured, and zero (0) positions were called.

This Treasurer's Report is in compliance with SAWPA's Statement of Investment Policy. Based upon the liquidity of the Agency's investments, this report demonstrates the ability to meet customary expenditures during the next six months.

November 17, 2025

Prepared and submitted by:

A handwritten signature in black ink that reads 'Karen Williams'. The signature is written in a cursive, flowing style.

Karen L. Williams, GM/Chief Financial Officer

Santa Ana Watershed Project Authority

INVESTMENT PORTFOLIO - MARKED TO MARKET - UNREALIZED GAINS & LOSSES

October 31, 2025

SAWPA primarily maintains a "Buy and Hold" investment philosophy, with all investments held by US Bank via a third-party safekeeping contract.

Investment		Security		Purchase	Maturity	Call Date			Yield To	Investment	Market Value	Unrealized	Coupon	Interest
Type		Type	CUSIP	Dealer	Date	Date	(if appl)	Par Value	Maturity	Cost	Current Month	Gain / (Loss)	Rate	Earned
Agency	FHLB		3130ATHWO	WMS	11-04-22	09-10-27	No Call	\$ 1,000,000.00	4.125%	\$ 991,965.00	\$ 1,008,434.90	\$ 16,470	4.125%	\$ 3,503.42
Agency	FHLB		3130AWC24	MBS	06-06-23	06-09-28	No Call	\$ 500,000.00	3.889%	\$ 502,505.00	\$ 504,052.05	\$ 1,547	4.000%	\$ 1,651.49
Agency	FHLB		3130AWN63	WMS	01-25-24	06-30-28	No Call	\$ 1,000,000.00	4.020%	\$ 999,170.00	\$ 1,010,915.70	\$ 11,746	4.000%	\$ 3,414.29
Agency	FHLB		3130ATUT2	MBS	01-09-25	12-14-29	No Call	\$ 500,000.00	4.451%	\$ 501,058.00	\$ 513,533.92	\$ 12,476	4.500%	\$ 1,890.15
Agency	FHLB		3130B82L5	CAM	10-16-25	10-04-27	No Call	\$ 1,000,000.00	3.517%	\$ 999,680.00	\$ 997,258.31	\$ (2,422)	3.500%	\$ 1,445.34
Agency	FHLMC		3137FHPJ6	CAM	10-24-25	07-25-28	No Call	\$ 500,000.00	3.659%	\$ 502,519.53	\$ 499,749.35	\$ (2,770)	3.926%	\$ 350.86
Agency	FHLMC		3137FLYV0	CAM	10-24-25	04-25-29	No Call	\$ 271,000.00	3.701%	\$ 267,136.13	\$ 266,090.78	\$ (1,045)	3.298%	\$ 192.35
Agency	FHLMC		3137H74P5	CAM	10-24-25	03-25-29	No Call	\$ 100,000.00	3.748%	\$ 95,082.03	\$ 94,523.58	\$ (558)	2.120%	\$ 71.88
Agency	FHLMC		3137FKSH0	CAM	10-28-25	11-25-28	No Call	\$ 800,000.00	3.671%	\$ 802,875.00	\$ 799,161.76	\$ (3,713)	3.859%	\$ 241.38
Agency	USTN		91282CAZ4	WMS	04-19-21	11-30-25	No Call	\$ 1,000,000.00	0.761%	\$ 982,500.00	\$ 997,025.00	\$ 14,525	0.375%	\$ 646.04
Agency	USTN		91282CMD0	MBS	01-14-25	12-31-29	No Call	\$ 1,000,000.00	4.577%	\$ 991,100.00	\$ 1,026,328.12	\$ 35,228	4.375%	\$ 3,887.45
Agency	USTN		91282CEM9	CAM	09-11-25	04-30-29	No Call	\$ 1,000,000.00	3.524%	\$ 978,007.81	\$ 974,843.75	\$ (3,164)	2.875%	\$ 2,992.99
Agency	USTN		91282CGZ8	CAM	09-11-25	04-30-30	No Call	\$ 1,000,000.00	3.564%	\$ 997,265.63	\$ 991,679.69	\$ (5,586)	3.500%	\$ 3,026.96
Agency	USTN		9128CLK5	CAM	09-11-25	08-31-29	No Call	\$ 1,000,000.00	3.535%	\$ 1,003,281.25	\$ 998,281.25	\$ (5,000)	3.625%	\$ 3,002.33
Agency	USTN		91282CLL3	CAM	09-11-25	09-15-27	No Call	\$ 1,000,000.00	3.515%	\$ 997,304.69	\$ 995,546.88	\$ (1,758)	3.375%	\$ 2,985.34
Agency	USTN		91282CMW8	CAM	09-11-25	04-15-28	No Call	\$ 1,000,000.00	3.498%	\$ 1,006,171.88	\$ 1,003,085.94	\$ (3,086)	3.750%	\$ 2,970.90
Agency	USTN		91282CMY4	CAM	09-11-25	04-30-27	No Call	\$ 1,000,000.00	3.582%	\$ 1,002,617.19	\$ 1,001,406.25	\$ (1,211)	3.750%	\$ 3,042.25
Agency	USTN		91282CNY3	CAM	09-15-25	09-15-28	No Call	\$ 1,000,000.00	3.479%	\$ 997,070.31	\$ 993,437.50	\$ (3,633)	3.375%	\$ 2,954.77
Agency	USTN		91282CNX5	CAM	09-11-25	08-31-30	No Call	\$ 1,000,000.00	3.576%	\$ 1,002,187.50	\$ 996,015.62	\$ (6,172)	3.625%	\$ 3,037.15
Agency	USTN		91282CLR0	CAM	10-16-25	10-31-29	No Call	\$ 1,000,000.00	3.565%	\$ 1,020,898.44	\$ 1,016,484.38	\$ (4,414)	4.125%	\$ 1,465.07
Agency	USTN		91282CKV2	CAM	10-16-25	06-15-27	No Call	\$ 1,000,000.00	3.511%	\$ 1,017,812.50	\$ 1,015,312.50	\$ (2,500)	4.625%	\$ 1,442.88
Agency	USTN		91282CME8	CAM	10-16-25	12-31-26	No Call	\$ 1,000,000.00	3.579%	\$ 1,007,812.50	\$ 1,005,898.44	\$ (1,914)	4.250%	\$ 1,470.82
Agency	USTN		91282CGC9	CAM	09-16-25	12-31-27	No Call	\$ 1,000,000.00	3.478%	\$ 1,008,320.31	\$ 1,005,507.81	\$ (2,813)	3.875%	\$ 1,429.32
Agency	USTN		91282CNM9	CAM	10-16-25	07-15-28	No Call	\$ 1,000,000.00	3.494%	\$ 1,009,843.75	\$ 1,006,640.62	\$ (3,203)	3.875%	\$ 1,435.89
Agency	USTN		91282CHJ3	CAM	10-16-25	06-30-30	No Call	\$ 1,000,000.00	3.601%	\$ 1,006,367.19	\$ 1,001,484.38	\$ (4,883)	3.750%	\$ 1,479.86
Agency	USTN		91282CPC9	CAM	10-16-25	10-15-28	No Call	\$ 1,000,000.00	3.492%	\$ 1,000,234.38	\$ 996,796.88	\$ (3,438)	3.500%	\$ 1,435.07
Agency	USTN		91282CEV9	CAM	10-16-25	06-30-29	No Call	\$ 1,000,000.00	3.544%	\$ 989,843.75	\$ 985,976.56	\$ (3,867)	3.250%	\$ 1,456.44
Agency	USTN		91282CPA3	CAM	10-28-25	09-30-30	No Call	\$ 1,000,000.00	3.624%	\$ 1,000,039.06	\$ 995,781.25	\$ (4,258)	3.625%	\$ 198.58
Agency	USTN		91282CHU8	CAM	10-28-25	08-15-26	No Call	\$ 1,000,000.00	3.663%	\$ 1,005,507.81	\$ 1,004,605.47	\$ (902)	4.375%	\$ 200.71
Agency	USTN		91282CKA8	CAM	10-28-25	02-15-27	No Call	\$ 1,000,000.00	3.566%	\$ 1,006,992.19	\$ 1,005,390.62	\$ (1,602)	4.125%	\$ 195.40
Agency	USTN		91282CKG5	CAM	10-28-25	03-31-29	No Call	\$ 1,000,000.00	3.535%	\$ 1,018,828.13	\$ 1,015,390.62	\$ (3,438)	4.125%	\$ 193.70
Agency	USTN		91282CGQ8	CAM	10-28-25	02-28-30	No Call	\$ 1,000,000.00	3.593%	\$ 1,016,171.88	\$ 1,012,187.50	\$ (3,984)	4.000%	\$ 196.88
Agency	USTN		91282CMN8	CAM	10-28-25	02-15-28	No Call	\$ 1,000,000.00	3.497%	\$ 1,016,445.31	\$ 1,013,867.19	\$ (2,578)	4.250%	\$ 191.62
ABS	CITI Credit Card Issuance		17305EHA6	CAM	10-10-25	06-21-30	No Call	\$ 250,000.00	3.904%	\$ 252,500.00	\$ 252,452.93	\$ (47)	4.300%	\$ 561.53
ABS	BMW Vehicle Lease		05594HAD5	CAM	10-15-25	09-25-28	No Call	\$ 255,000.00	4.003%	\$ 254,999.29	\$ 254,831.16	\$ (168)	3.970%	\$ 447.46
ABS	American Express Credit		02582JKV1	CAM	10-17-25	07-15-30	No Call	\$ 500,000.00	3.732%	\$ 507,773.44	\$ 505,727.10	\$ (2,046)	4.300%	\$ 715.73
ABS	Mercedes Benz Auto		58770XAD5	CAM	10-22-25	04-16-29	No Call	\$ 510,000.00	3.920%	\$ 509,916.31	\$ 509,916.31	\$ -	3.880%	\$ 492.95
ABS	Toyota Auto		89231GAD0	CAM	10-23-25	06-17-30	No Call	\$ 305,000.00	3.840%	\$ 304,964.93	\$ 304,251.99	\$ (713)	3.840%	\$ 256.70
ABS	Honda Auto		43814VAC1	CAM	10-24-25	09-21-29	No Call	\$ 750,000.00	3.775%	\$ 759,873.05	\$ 757,395.00	\$ (2,478)	4.570%	\$ 542.98
ABS	BA Credit Card Trust		05522RDJ4	CAM	10-24-25	05-15-29	No Call	\$ 750,000.00	3.791%	\$ 763,242.19	\$ 761,429.40	\$ (1,813)	4.930%	\$ 545.28
ABS	Chase Issuance Trust		161571HZ0	CAM	10-24-25	07-15-30	No Call	\$ 500,000.00	3.763%	\$ 505,507.81	\$ 503,796.15	\$ (1,712)	4.160%	\$ 360.84
ABS	Chase Issue Trust		161571HV9	CAM	10-28-25	01-15-29	No Call	\$ 500,000.00	3.855%	\$ 504,589.85	\$ 504,216.35	\$ (374)	4.600%	\$ 105.62
CORP	Home Depot Inc		437076DJ8	CAM	09-15-25	09-15-30	No Call	\$ 125,000.00	4.030%	\$ 124,551.25	\$ 124,400.50	\$ (151)	3.950%	\$ 427.84
CORP	Home Depot Inc		437076DJ8	CAM	09-15-25	09-15-30	No Call	\$ 125,000.00	4.019%	\$ 124,612.50	\$ 124,400.50	\$ (212)	3.950%	\$ 426.67
CORP	JP Morgan Chase		46647PDF0	CAM	09-19-25	06-14-30	No Call	\$ 400,000.00	4.150%	\$ 405,668.00	\$ 404,784.28	\$ (884)	4.565%	\$ 1,409.86
CORP	Realty Income Corp		756109CW2	CAM	10-06-25	02-01-29	No Call	\$ 700,000.00	4.143%	\$ 695,884.00	\$ 696,212.41	\$ 328	3.950%	\$ 1,986.37
CORP	Pepsico Inc.		713448GH5	CAM	10-21-25	07-23-30	No Call	\$ 650,000.00	3.952%	\$ 659,548.50	\$ 655,524.37	\$ (4,024)	4.300%	\$ 703.78
CORP	US Bank NA Cincinnati		90331HPS6	CAM	10-21-25	05-15-28	No Call	\$ 500,000.00	3.993%	\$ 505,530.00	\$ 504,192.40	\$ (1,338)	4.730%	\$ 546.99
CORP	Toyota Motor Credit Corp		89236TNR2	CAM	10-21-25	09-05-28	No Call	\$ 500,000.00	3.806%	\$ 503,270.00	\$ 501,058.93	\$ (2,211)	4.050%	\$ 521.37
CORP	Prologis LP		74340XBX8	CAM	10-21-25	09-15-28	No Call	\$ 500,000.00	3.826%	\$ 502,180.00	\$ 499,846.46	\$ (2,334)	4.000%	\$ 524.11
CORP	Bank of America Corp		06051GHV4	CAM	10-21-25	07-23-30	No Call	\$ 350,000.00	4.122%	\$ 338,793.00	\$ 337,588.18	\$ (1,205)	3.194%	\$ 395.26
CORP	Morgan Stanley PVT Bnk		61776NVE0	CAM	10-21-25	07-06-28	No Call	\$ 300,000.00	3.993%	\$ 302,310.00	\$ 301,563.07	\$ (747)	4.444%	\$ 328.19
CORP	JP Morgan Chase & Co.		46647PAF3	CAM	10-21-25	05-01-28	No Call	\$ 300,000.00	3.992%	\$ 298,008.00	\$ 297,357.03	\$ (651)	3.540%	\$ 328.11
CORP	Morgan Stanley		61748UAK8	CAM	10-22-25	10-18-29	Callable	\$ 115,000.00	4.133%	\$ 115,000.00	\$ 114,740.81	\$ (259)	4.133%	\$ 117.20

CORP	Morgan Stanley	61748UAK8	CAM	10-22-25	10-18-29	Callable	\$	105,000.00	4.124%	\$	105,027.30	\$	104,763.35	\$	(264)	4.133%	\$	106.77
CORP	Caterpillar FINL Service	14913UBB5	CAM	10-22-25	08-15-28	No Call	\$	500,000.00	3.763%	\$	504,435.00	\$	502,465.48	\$	(1,970)	4.100%	\$	463.93
CORP	Target Corp	87612EBK	CAM	10-22-25	09-15-30	Callable	\$	500,000.00	3.974%	\$	470,790.00	\$	468,034.46	\$	(2,756)	2.650%	\$	489.95
CORP	Home Depot Inc.	437076DJ8	CAM	10-22-25	09-15-30	No Call	\$	250,000.00	3.934%	\$	250,170.00	\$	248,800.99	\$	(1,369)	3.950%	\$	242.51
CORP	BMW Vehicle Lease	096912AD2	CAM	10-28-25	06-26-28	No Call	\$	500,000.00	3.886%	\$	504,277.35	\$	503,539.25	\$	(738)	4.430%	\$	106.47
CORP	Bank of America Corp	06051GMT3	CAM	10-28-25	05-09-29	Callable	\$	500,000.00	4.010%	\$	507,300.00	\$	506,042.20	\$	(1,258)	4.623%	\$	109.86
CORP	American Express	025816EJ4	CAM	10-28-25	07/20/29	Callable	\$	650,000.00	4.004%	\$	655,739.50	\$	653,697.95	\$	(2,042)	4.351%	\$	142.61
CORP	Florida PWR & LT Co	341081GN1	CAM	10-28-25	05-15-28	Callable	\$	650,000.00	3.802%	\$	658,781.50	\$	656,822.92	\$	(1,959)	4.400%	\$	135.41
CORP	Chubb INA Holdings	171239AL0	CAM	10-28-25	08-15-29	No Call	\$	650,000.00	3.947%	\$	665,626.00	\$	662,898.26	\$	(2,728)	4.650%	\$	140.58
CORP	Qualcomm Inc	747525BU6	CAM	10-28-25	05-20-30	No Call	\$	650,000.00	4.002%	\$	663,149.50	\$	659,842.25	\$	(3,307)	4.500%	\$	142.54
CORP	Abbvie Inc	00287YBX6	CAM	10-24-25	11-21-29	Callable	\$	500,000.00	3.988%	\$	485,305.00	\$	483,315.40	\$	(1,990)	3.200%	\$	382.41
EQUITY	Duke Energy Carolinas	26442CBA1	CAM	10-22-25	02-01-30	Callable	\$	650,000.00	3.958%	\$	611,773.50	\$	607,651.92	\$	(4,122)	2.450%	\$	634.36
CD	Goldman Sachs Group Inc.	38141GD27	CAM	10-21-25	10-21-29	No Call	\$	110,000.00	4.200%	\$	110,000.00	\$	109,658.03	\$	(342)	4.153%	\$	126.58
CD	Beal Bank USA	07371DEV5	MBS	08-17-22	08-12-26	No Call	\$	245,000.00	3.200%	\$	245,000.00	\$	244,026.03	\$	(974)	3.200%	\$	665.86
CD	Capital One Bank USA NA	14042TGJ0	MBS	05-25-22	05-25-27	No Call	\$	246,000.00	3.200%	\$	246,000.00	\$	244,231.48	\$	(1,769)	3.200%	\$	668.58
CD	Morgan Stanley Private Bank	61768UAT4	MBS	11-15-22	11-15-27	No Call	\$	248,000.00	5.000%	\$	248,000.00	\$	248,004.76	\$	5	5.000%	\$	1,053.15
CD	Cooperative Center FSU	21686MAA6	MBS	12-29-22	12-29-25	No Call	\$	249,000.00	4.650%	\$	249,000.00	\$	249,289.61	\$	290	4.650%	\$	983.38
CD	Affinity Bank	00833J AQ4	MBS	03-17-23	03-17-28	No Call	\$	248,000.00	4.900%	\$	248,000.00	\$	254,922.45	\$	6,922	4.900%	\$	1,032.09
CD	Discover Bank	2546732V7	MBS	03-22-23	03-23-27	No Call	\$	243,000.00	5.050%	\$	243,000.00	\$	247,591.85	\$	4,592	5.050%	\$	1,042.24
CD	Global Fed CR UN Alaska	37892MAF1	MBS	05-12-23	05-12-27	No Call	\$	249,000.00	4.600%	\$	249,000.00	\$	252,496.28	\$	3,496	4.600%	\$	972.81
CD	UBS Bank USA	90355GDJ2	MBS	05-17-23	05-17-27	No Call	\$	249,000.00	4.550%	\$	249,000.00	\$	252,340.31	\$	3,340	4.550%	\$	962.23
CD	BMW Bank of North Americ	05580A2G8	MBS	06-16-23	06-16-26	No Call	\$	244,000.00	4.600%	\$	244,000.00	\$	245,248.62	\$	1,249	4.600%	\$	953.27
CD	Farmers Insurance Group	30960QAS6	MBS	07-26-23	07-27-26	No Call	\$	248,000.00	5.100%	\$	248,000.00	\$	250,547.60	\$	2,548	5.100%	\$	1,074.21
CD	Chartway Federal Credit Union	16141BAQ4	MBS	09-08-23	09-08-27	No Call	\$	248,000.00	5.000%	\$	248,000.00	\$	253,971.79	\$	5,972	5.000%	\$	1,053.15
CD	Greenstate Credit Union	39573LEM6	MBS	09-26-23	09-26-28	No Call	\$	248,000.00	5.000%	\$	248,000.00	\$	256,873.74	\$	8,874	5.000%	\$	1,053.15
CD	Empower Fed Cedit Union	291916AA2	MBS	09-29-23	09-29-27	No Call	\$	248,000.00	5.100%	\$	248,000.00	\$	254,611.85	\$	6,612	5.100%	\$	1,074.21
CD	US Alliance Fed Credit Union	90352RDF9	MBS	09-29-23	09-29-28	No Call	\$	248,000.00	5.100%	\$	248,000.00	\$	257,578.98	\$	9,579	5.100%	\$	1,074.21
CD	Numerica Credit Union	67054NBN2	MBS	11-10-23	11-10-26	No Call	\$	248,000.00	5.550%	\$	248,000.00	\$	252,720.04	\$	4,720	5.550%	\$	1,169.00
CD	Heritage Community Cr Un	42728MAB0	MBS	11-15-23	11-16-26	No Call	\$	248,000.00	5.450%	\$	248,000.00	\$	252,577.86	\$	4,578	5.450%	\$	1,147.93
CD	Members Trust of SW FCU	585899AG2	MBS	01-19-24	01-19-29	No Call	\$	249,000.00	4.000%	\$	249,000.00	\$	251,152.61	\$	2,153	4.000%	\$	845.92
CD	Hughes FCU	444425AL6	MBS	01-29-24	01-29-27	No Call	\$	249,000.00	4.400%	\$	249,000.00	\$	251,270.71	\$	2,271	4.400%	\$	930.51
CD	Farmers & Merchants TR	308693BG4	MBS	01-30-24	02-01-27	No Call	\$	249,000.00	4.150%	\$	249,000.00	\$	250,522.54	\$	1,523	4.150%	\$	877.64
CD	Nicolet National Bank	654062LP1	MBS	03-08-24	03-08-29	No Call	\$	249,000.00	4.250%	\$	249,000.00	\$	253,147.94	\$	4,148	4.250%	\$	898.79
CD	Medallion Bank	58404DUP4	MBS	03-13-24	03-15-27	No Call	\$	249,000.00	4.600%	\$	249,000.00	\$	252,082.60	\$	3,083	4.600%	\$	972.81
CD	Wells Fargo Bank	949764MZ4	MBS	03-12-24	03-12-27	No Call	\$	249,000.00	4.500%	\$	249,000.00	\$	251,791.51	\$	2,792	4.500%	\$	951.66
CD	Toyota Financial SGS Bank	89235MPN5	MBS	05-24-24	05-24-29	No Call	\$	244,000.00	4.600%	\$	244,000.00	\$	250,915.89	\$	6,916	4.600%	\$	953.27
CD	First Foundation Bank	32026U5U6	MBS	05-22-24	05-22-29	No Call	\$	244,000.00	4.600%	\$	244,000.00	\$	250,908.35	\$	6,908	4.600%	\$	953.27
CD	Citizens Bank	173477CF5	MBS	01-10-25	01-10-30	No Call	\$	249,000.00	3.850%	\$	249,000.00	\$	249,967.74	\$	968	3.850%	\$	814.20
CD	Morgan Stanley Bank NA	61690D5F1	MBS	05-28-25	05-28-30	No Call	\$	244,000.00	4.250%	\$	244,000.00	\$	249,058.71	\$	5,059	4.250%	\$	880.74
CD	Alliant Credit Union	01882MAD4	MBS	12-30-22	12-30-25	No Call	\$	248,000.00	5.100%	\$	248,000.00	\$	248,482.06	\$	482	5.100%	\$	1,074.21

Total Actively Invested Funds	\$	51,451,000.00	\$	51,555,710.92	\$ 51,612,246.27	\$	56,535	3.954%	\$	95,200.88
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Total Local Agency Investment Fund				\$	19,074,003.39			4.150%	\$	68,291.23
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Total Money Market Investment Fund				\$	10,263,589.33			2.625%	\$	26,946.58
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Total Invested Cash	\$	51,451,000.00	\$	80,893,303.64				3.833%	\$	190,438.68
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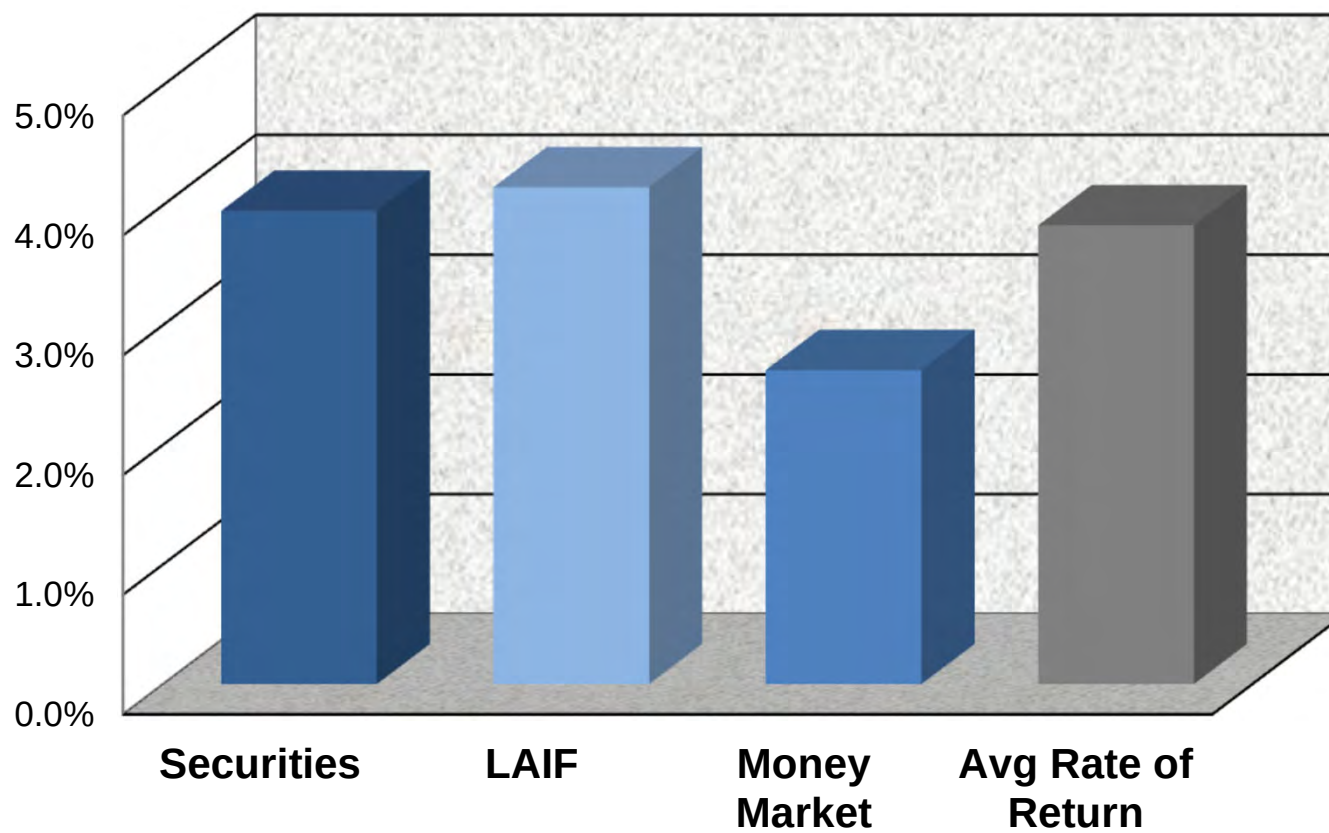
Key to Security Type:

FHLB = Federal Home Loan Bank
FHLMC = Federal Home Loan Mortgage Corporation
FNMA = Federal National Mortgage Association
USTN = US Treasury Note
CORP = Corporate Note
CD = Certificate of Deposit
EQUITY = Equities
ABS = Asset Backed Securities

Key to Dealers:

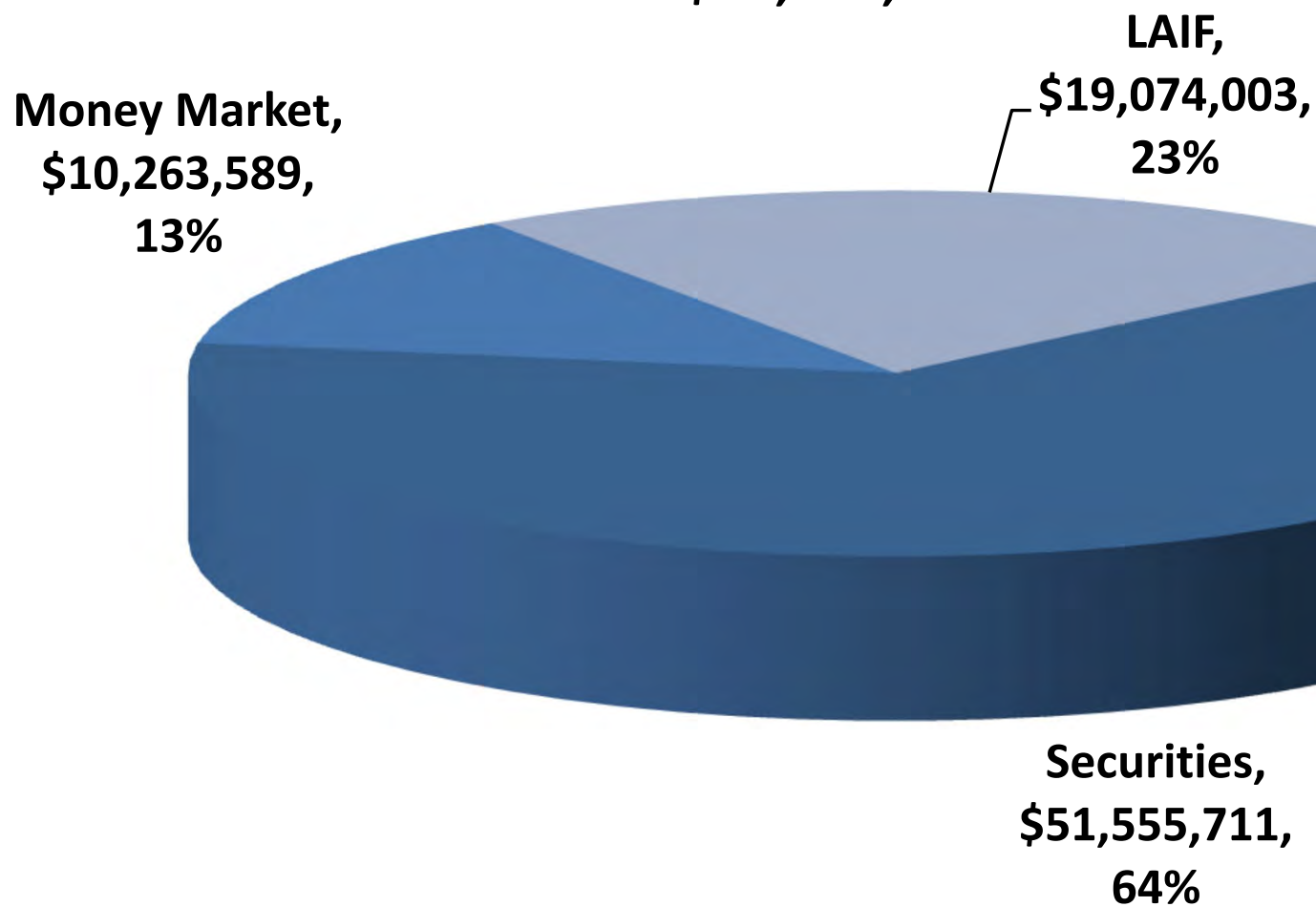
MBS = Multi-Bank Securities
WMS = Wedbush Morgan Securities
CAM = Chandler Asset Management

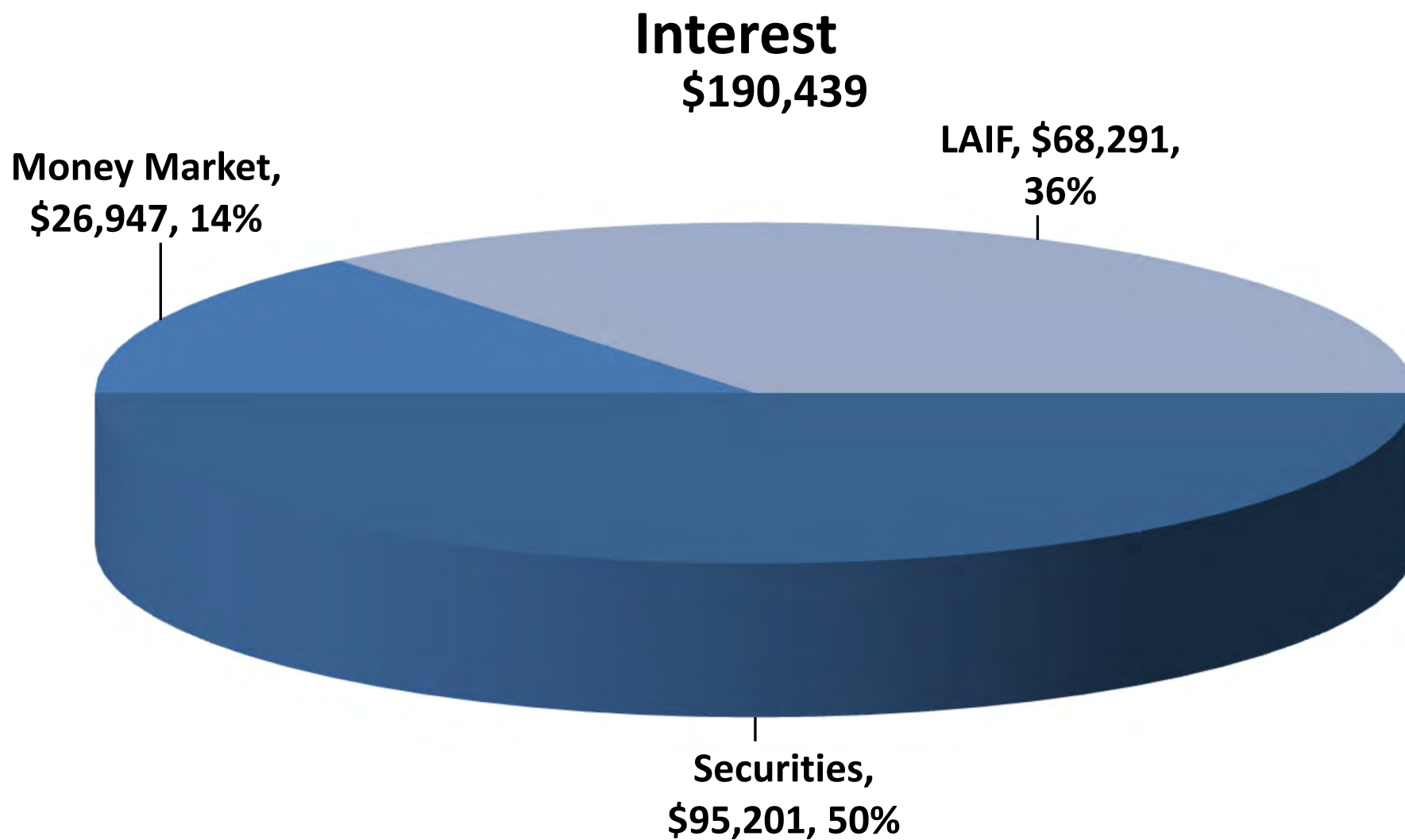
Interest Rate Analysis



Investments

\$80,893,304





COMMISSION MEMORANDUM NO. 2025.87

DATE: December 2, 2025

TO: SAWPA Commission

SUBJECT: Phase 1 Electric Vehicle Charger Project Award

PREPARED BY: Daniel Vasquez, Manager of Operations

RECOMMENDATION

That the Commission approve the following:

1. Direct the General Manager to file a Notice of Exemption for the Phase 1 Electric Vehicle Charger Project with the Riverside County Clerk's Office, and
2. Authorize the General Manager to approve the General Services Agreement and Task Order No. INC100-01 with InCharge Energy Inc. for an amount not to exceed \$101,731.48 for the Phase 1 Electric Vehicle Charger Project.

DISCUSSION

In September 2025, the SAWPA Commission directed staff to issue a Request for Proposals (RFP) for the Phase 1 Electric Vehicle Charger Project. The RFP solicited the purchase and installation of two (2) dual port chargers capable of charging up to four (4) electric vehicles at once. This RFP included a scope of work which outlined the necessary engineering and permitting for electric room upgrades, new underground conduits, asphalt restoration and installation of equipment and control software. Proposals were received by Staff on November 6, 2025. The proposals have been reviewed and scored according to the evaluation criteria outlined in the RFP. Costs and final Evaluation Score are presented in the table below.

<u>Company</u>	<u>Amount</u>	<u>Evaluation Score</u>
Hooked on Solar	\$70,665.00	18.5
Ecstatic Electric	\$286,869.68	18.5
Alexander Pacific	\$111,000.00	25.0
Titans Group	\$177,997.92	26.5
Pacific Power Engineering	\$133,000.00	28.5
PAR West	\$230,130.00	31.0
Verdek	\$169,892.54	32.5
InCharge Energy Inc.	\$101,731.48	40.0

Table 1: Proposal Evaluation Score and Amounts

The evaluation criteria used to score the proposals included: Qualifications of the Offeror, Staffing and Project Organization, Work Plan, Cost and Completeness of Response. In Charge Energy was selected for award based on the scoring of the proposals by staff. The Notice to Proceed will be issued upon Commission approval of the Task Order and permitting and subsequent construction anticipated to begin by March 2026.

CEQA

This project is categorically exempt from CEQA under the Public Resources Code Section 15301(a).

RESOURCE IMPACTS

Funds are available in the FY 2026 Budget, Building Reserve Fund to cover the engineering, construction and installation costs.

Attachments:

1. PowerPoint Presentation
2. CEQA Notice of Exemption
3. General Services Agreement
4. Task Order No. INC100-01 and InCharge Energy Proposal



Phase 1 Electric Vehicle Charger Project Award

SAWPA Commission
Agenda Item No. 6.A
Daniel Vasquez
Manager of Operations
December 2, 2025

Recommendation

That the Commission approve the following:

1. Direct the General Manager to file a Notice of Exemption for the Phase 1 Electric Vehicle Charger Project with the Riverside County Clerk's Office, and
2. Authorize the General Manager to approve a General Services Agreement and Task Order No. INC100-01 with InCharge Energy Inc. for an amount not-to-exceed \$101,731.48 for the Phase 1 Electric Vehicle Charger Project.

Mandates for Zero Emission Vehicles

In 2027, small government fleets (10 or fewer vehicles) will be required by California Air Resources Board (CARB) to ensure all new vehicle fleet purchases are zero-emission electric vehicles.



Mandates for Zero Emission Vehicles Cont.

Executive Order N-79-20 is the driving force behind CARB's Advanced Clean Fleet Regulation.

In 2026, 35% of new purchases for personal cars and trucks in California will be required to be Zero Emission Vehicles (ZEV)

The Executive Order ramps up to 68% in 2030 and 100% in 2035.



Phase 1 Electric Vehicle Charger Project

- In September 2025, SAWPA Commission directed staff to issue an RFP for Phase 1 of the Electric Vehicle Charger Project.
- RFP Solicited the purchase and installation of two (2) dual port chargers capable of charging up to four (4) electric vehicles at once.
- Proposals were received on November 6, 2025.



Staff Evaluation of Proposals

Company	Amount	Evaluation Score
Hooked on Solar	\$70,665.00	18.5
Ecstatic Electric	\$286,869.68	18.5
Alexander Pacific	\$111,000.00	25.0
Titans Group	\$177,997.92	26.5
Pacific Power Engineering	\$133,000.00	28.5
PAR West	\$230,130.00	31.0
Verdek	\$169,892.54	32.5
InCharge Energy Inc.	\$101,731.48	40.0

Evaluation criteria:

- Qualifications of the Offeror
- Staffing and Project Organization
- Work Plan
- Cost and Price
- Completeness of Response

InCharge Energy Selected for Award

Phase 1 Electric Vehicle Charger Project Tasks



- Pre-Construction – Work plan, project schedule, permitting, final design
- Site Preparation – New 200 amp bus and panel, trenching, conduit
- Equipment Installation – Mount chargers on pedestals, install bollards, barriers
- System Integration – Connect chargers to control systems, configure user access
- Testing and Commission – Final testing, staff training

Schedule

Schedule of Activities	
CEQA Notice of Exemption	December 2, 2025
Approve Contract	December 2, 2025
Permitting & Purchasing	December/January 2025
Construction & Installation	March 2025

Recommendation

That the Commission approve the following:

1. Direct the General Manager to file a Notice of Exemption for the Phase 1 Electric Vehicle Charger Project with the Riverside County Clerk's Office, and
2. Authorize the General Manager to approve a General Services Agreement and Task Order No. INC100-01 with InCharge Energy Inc. for an amount not-to-exceed \$101,731.48 for the Phase 1 Electric Vehicle Charger Project.

Questions?

Daniel Vasquez
Santa Ana Watershed Project Authority
Office (951) 354-4220 | Cell (951) 555-1234
Dvasquez@sawpa.gov
sawpa.gov



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NOTICE OF EXEMPTION

To: Riverside County Clerk
2724 Gateway Drive
Riverside, CA 9250

From: Santa Ana Watershed Project Authority
(SAWPA)
11615 Sterling Avenue
Riverside, California 92503

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

Project title: Santa Ana Watershed Project Authority Electric Vehicle Charger Project

Location: 11615 Sterling Avenue, Riverside, California 92503

Location – Cities: Riverside

Project Location – Counties: Riverside

Description of Nature, Purpose and Beneficiaries of the Project: Renovation of the existing Santa Ana Watershed Project Authority parking lot, including addition of two (2) dual port electric vehicle chargers, bollards, wheelstops, asphalt and landscape restoration.

Name of Lead Agency Approving Project: Santa Ana Watershed Project Authority (SAWPA)

Reasons why project is exempt: This project is categorically exempt from the California Environmental Quality Act (CEQA) because it consists of minor alterations to existing facilities involving negligible expansion of use of the facility beyond that existing at the time of the lead agency's determination (14 California Code of Regulations [CCR], Section 15301(a)). Since this project is 'exempt', no notice is required, nor is a hearing or opportunity to be heard and no findings are required pursuant to 14 California Code of Regulations 15061-15062.

Lead Agency Contact Person: David P. Ruhl, Executive Manager of Engineering and Operations

Area Code/Telephone/Extension: (951) 354-4223

Address: 11615 Sterling Avenue, Riverside, CA 92503

Email: druhl@sawpa.gov

Signature:_____ **Date:**_____ **Title:**_____

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SANTA ANA WATERSHED PROJECT AUTHORITY
GENERAL SERVICES AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this **2nd day of December, 2025** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Avenue, Riverside, CA 92503 and InCharge Energy, Inc. ("Consultant") whose address is 3760 Motor Avenue, Los Angeles, CA 90034.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 2028**, unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

3.01 In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV

CONSULTANT OBLIGATIONS

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA.

4.04 Insurance Coverage: Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or sub-contractors.

4.04(a) Coverage - Coverage shall be at least as broad as the following:

- 1. Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability** - (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- 3. Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability** - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 5. Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions)** – If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress,

invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, SAWPA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SAWPA.

4.04(b) If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

4.04(c) Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against SAWPA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not SAWPA has received a waiver of subrogation from the insurer.

4.04(d) Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** SAWPA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to SAWPA, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.04(e) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SAWPA.

4.04(f) Self-Insured Retentions - Self-insured retentions must be declared to and approved by SAWPA. SAWPA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SAWPA.

4.04(g) Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by SAWPA.

4.04(h) Verification of Coverage – Consultant shall furnish SAWPA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by SAWPA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. SAWPA reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

4.04(i) Subcontractors - Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that SAWPA, its directors, officers, employees and authorized volunteers are additional insureds on Commercial General Liability Coverage.

4.05 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify SAWPA, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this Agreement and any Task Order issued hereunder; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts.

4.06 In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

4.07 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

4.08 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages, if required by law.

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;

5.01b Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

6.04 In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

ARTICLE VIII

TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX

CONSULTANT STATUS

9.01 Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA's sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA's agents for examination of all such records and will permit SAWPA's agents to audit, examine and reproduce such records.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05 SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

11.06 Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

11.07 During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the

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**SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. INC100-01**

CONSULTANT: InCharge Energy, Inc. **VENDOR NO.:** 2396
3760 Motor Avenue
Los Angeles, CA 90034

COST: \$101,731.48

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: Daniel Vasquez, Manager of Operations December 2, 2025

FINANCE: _____
Alison Lewis, Controller Date

FINANCING SOURCE: Acct. Coding: 100-00-13100-00
Acct. Description: Asset Clearing

COMMITTEE AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()
Authorization: December 2, 2025; CM#2025.87

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and InCharge Energy, Inc. (Consultant) pursuant to the General Services Agreement between SAWPA and Consultant, entered into on December 2, 2025, expiring December 31, 2028.

I. PROJECT NAME OR DESCRIPTION

Phase 1 Electric Vehicle Charger Project

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for services to provide the construction and installation of two (2) dual port chargers according to the scope of work outlined in the attached proposal.

III. PERFORMANCE TIME FRAME

Consultant shall begin work December 2, 2025, and shall complete performance of such services by **June 30, 2026**.

IV. SAWPA LIAISON

Daniel Vasquez shall serve as liaison between SAWPA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$101,731.48**. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed. All such invoices shall be sent via-email to Apinvoices@sawpa.gov, or as otherwise directed in writing by SAWPA.

VI. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

- a. The General Services Agreement by Independent Consultant/Consultant.
- b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
- c. Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
- d. Specifications incorporated by reference.
- e. Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

SANTA ANA WATERSHED PROJECT AUTHORITY

Karen Williams, General Manager	Date
---------------------------------	------

INCHARGE ENERGY, INC.

(Signature) _____ Date _____

Print/Type Name and Title

November 6, 2025

Request for Proposals
**SAWPA Electric Vehicle
Charger Project**

Santa Ana Watershed Project Authority

Letter of Offer

November 6, 2025

The Santa Ana Watershed Project Authority

11615 Sterling Ave

Riverside, California 92503

Subject: Request for Proposals SAWPA Electric Vehicle Charger Project

To Santa Ana Watershed Project Authority,

InCharge Energy, Inc. is pleased to submit our proposal in response to the Santa Ana Watershed Project Authority's (SAWPA) RFP for Electric Vehicle Charger Project.

InCharge Energy was formed in 2018, with the leadership and support of industry veterans with over 100 years of combined electric vehicle and charging experience. Since our founding, we have established ourselves as a leading turnkey provider of electric vehicle charging solutions for a wide network across North America including school districts, leading distribution companies, public agencies, commercial fleets, autonomous vehicles, and more. Today, we actively provide turnkey services for major customers including:

- **Public Agencies across North America**, such as the *County of Riverside*, City of New Carrollton, Tahoe City, City of Oakland, City of Sedona, Metropolitan Water District of Southern California, Los Angeles County Sanitation Districts, LADWP, City of Garden Grove Public Works, and many more.
- **200+ School Districts Nationwide** including Moreno Valley School District CA, Black Oak Mine Unified School District, San Marcos Unified School District, Cajon Valley Union School District, Grossmont Union High School District, Boston Public Schools MA, and many more.
- **More than 40% of the largest electric fleets in the US**, including PepsiCo, FedEx, UPS, Sysco, Walmart, Waymo, Cruise, Quality Custom Distribution, and Boston Public Schools.

Letter of Offer

- **Eight of the ten largest auto dealer groups**, including AutoNation, Morgan, Lithia Motors, Inc. Group 1, Hendrick, Penske, Asbury, and Sonic.
- **Most major vehicle OEMs**, including General Motors, BMW, Honda, Hyundai, Nissan, Volvo Trucks, Blue Bird, International, Kalmar Ottawa, and more.

InCharge Energy stands apart in the industry as one of the few providers that is completely vertically integrated from site planning, EV charging hardware, fleet management software, installation, support, and service. Our vertical integration simplifies the process for our customers, effectively serving as a one-stop-shop for diverse charging needs.

Unlike any other charging manufacturer in the industry, we approach our customers' charging experience holistically. We have designed our maintenance packages to go beyond supporting our own hardware - they also service all major chargers deployed in the field, such as ChargePoint, ABB, BTC Power, Tesla, and many more. This comprehensive, vendor-agnostic approach allows us to deliver the highest level of end-to-end support in the industry.

Furthermore, we have built deep connections with vendors, ancillary service providers, and electrical utility companies, which can be leveraged for below-market pricing and efficient service times. We leverage years of hands-on, on-site charger installation, management, and maintenance experience, and provide industry-leading uptime on all projects.

ABB, the world leader in e-Mobility, has been a lead investor in InCharge Energy since January 2022. Backed by enduring investor confidence from ABB E-Mobility, InCharge Energy is financially sound and strategically positioned, making the company a stable, reliable, and long-term partner for SAWPA.

InCharge Energy confirms that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal. In adherence to the requirements put forth by this RFP, we have also provided the following information:

Letter of Offer

Name of Offeror: InCharge Energy, Inc.

Address: 3760 Motor Ave. Los Angeles, CA 90034

Telephone: 833-772-4638

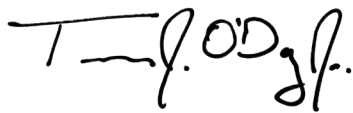
Qualifying Licenses, Certifications, Registrations: CA C-10 Electrical & A-General

Engineering License #1079236

Subcontractors: InCharge will be performing the full scope of work in-house and will not require the use of subcontractors.

We applaud SAWPA's leadership and dedication towards promoting the advancement of electrification and we hope to support you in carrying out this work.

Best Regards,



Terry O'Day, Chief Operating Officer

Terry.oday@inchargeus.com

Authorized to bind InCharge Energy to the terms of the Proposal

Kelly Bernd, Proposal and Grant Specialist

Kelly.bernd@inchargeus.com, 858-519-2890

Administrative Point of Contact

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Qualifications, Related Experience and References

Company Profile

Headquartered in Los Angeles, California, InCharge is a leading provider of electric vehicle (EV) charging infrastructure, specializing in comprehensive and scalable e-fleet solutions.

Our vertical integration, encompassing in-house hardware and software, turnkey engineering and consulting services, and dedicated project management, ensures seamless execution and optimal performance throughout the entire EVSE deployment process. This is supported by our commitment to a highly trained, in-house service and support workforce, ensuring higher uptimes and faster issue resolution, and the financial stability of the InCharge Energy team, backed by our lead investor ABB E-mobility.



Year Founded
Form of Organization
Number of Employees
Types of Services Offered

2018
Corporation
229

Scalable, end-to-end EV infrastructure solutions—covering EV charging hardware, charge management software, design and engineering, installation and commissioning, and long-term operational support.

Corporate HQ

Los Angeles, CA
3760 Motor Ave. Los Angeles, CA 90034

Service Office

Our Culver City headquarters includes a team of roughly 30 professionals spanning legal, accounting, business development, and sales, along with key members of our executive leadership.
Bellflower, CA
9125 Rose Street, Bellflower CA, 90706

Research & Fulfillment Center

Our Bellflower, California center has approx. 3,000 square feet and supports a team of 30+ technicians and trucks, with warehouse, training, and dispatch facilities. This team expedites service timelines in Southern California for major clients to ensure charger uptime.
Richmond, VA
11635 Busy St, Richmond, VA 23236

Our Richmond, Virginia center has over 40,000 square feet of warehouse, fulfillment, pre-commissioning, service operations,

Qualifications, Related Experience and References

Training Facility

training, and engineering facilities. Roughly 100 staff members are employed in the center. The facility has a 3MW electrical service and is wholly owned by InCharge.

Santa Ana, CA

1909 S Susan St, Santa Ana, CA 92704

Serving as a leading service team in the industry, we quickly discovered a critical gap: there is an overwhelming lack of qualified EV technicians and not enough training pathways to address this barrier. To move beyond this bottleneck, Cameron Funk, former InCharge CEO, developed Logitech Energy, an electric vehicle and charger-agnostic training facility to support the industry by growing the pool of expert EV technicians in the workforce to meet the nation's growing needs. Based in Santa Ana, California, Logitech Energy supports training our own workforce of in-house technicians and also offers flexible and scalable training programs that scale from 1- and 3-day trainings to 12- and 16-week vehicle and charger training courses. We work with local air pollution districts, automobile dealerships, public and private fleet operators, electricians and contractor groups, nonprofit organizations, workforce development boards, community and technical colleges, and other charging companies.

Certifications

CA C-10 Electrical #1079236

CA A-General Engineering #1079236

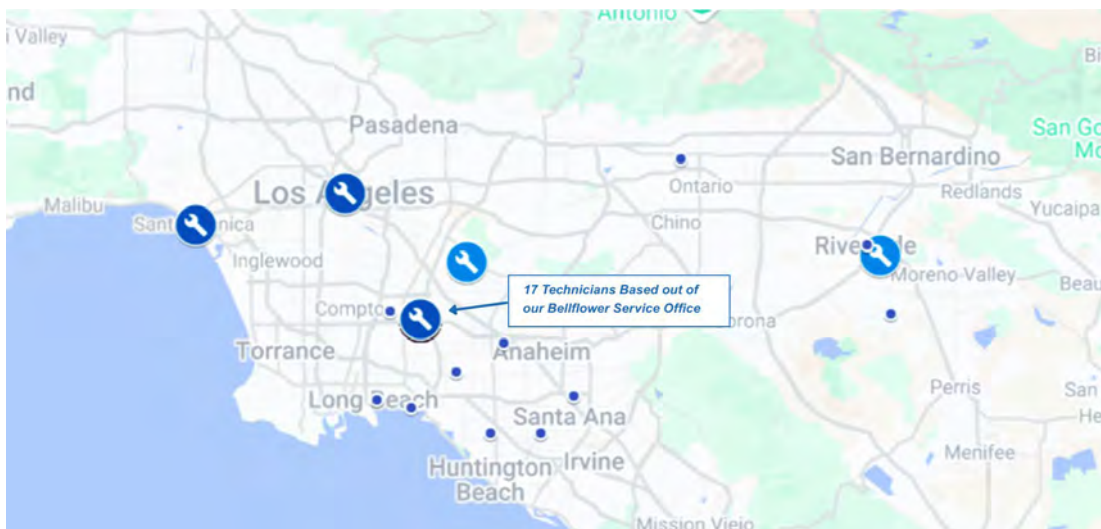
EVITP Certification

We have provided proof of EVITP certification in the appendix of this proposal.

Local Presence

With corporate headquarters in Los Angeles, California and in-house technicians and project managers permanently based across Los Angeles County and Riverside County, InCharge is committed to maintaining a highly trained, local service and support workforce for SAWPA. This regional presence enables faster response times, stronger project oversight, and more efficient issue resolution, ensuring higher charger uptime and superior service reliability. In addition to our team of dedicated EVSE technicians depicted in the map below, InCharge also maintains a large workforce of corporate employees and project managers based in Southern California.

Qualifications, Related Experience and References



The map above depicts our trained and licensed EV charger installation & service technicians permanently based in Northern California. Small blue dots represent subcontractor partnerships.

Proposed Project Team

The InCharge team assisting SAWPA is based in Southern California and Riverside and consists of a group of experts who have a proven track record in transportation, clean energy infrastructure, EV charger service, engineering, and project management. As a turnkey infrastructure provider, InCharge has the advantage of being able to perform the scope of this work in-house and not utilize subcontractors.

We have ensured that all key staff members are available to commit the necessary time and resources to this project, guaranteeing that we can meet the project schedule, goals, and objectives effectively. We also assure you that changes to the designated project team will not be made without the prior written consent of SAWPA. Below, we present the qualifications and short resumes of the key personnel proposed for this project. Please refer to our appendix for comprehensive resumes.

Marcus Kilgo, Director of Project Management, West

Office Location: Moreno Valley, CA

Marcus has over 15 years of operations, construction, and project management experience. He monitors project progress, oversees subcontractors, coordinates with the local AHJ's and

Qualifications, Related Experience and References

utilities, manages costs, and solves any issues that may arise to ensure customer satisfaction. He has managed large-scale infrastructure deployments from design to build and deployment for customers such as Sysco, QCD, and some of the largest charging sites in CA. Marcus is a Project Management Professional (PMP), Certified ScrumMaster (CSM), Lean Six Sigma Black Belt (LSSBB), has received his MBA in Project Management, and is OSHA 30 certified.

James Yi, Electrical Infrastructure Engineer

Office Location: Pomona, California

James holds a B.S. in Electrical Engineering and a Minor in Mathematics from California State Polytechnic University, Pomona. He is an Electrical Infrastructure Engineer at InCharge Energy, specializing in designing and developing turnkey EV charging station projects. James has extensive experience in electrical engineering, including managing industrial control panel production and troubleshooting electrical power distribution systems. He is skilled in various programming languages and software programs. Recently, James passed the FE exam.

Cal Crader, Lead Electrical Infrastructure Engineer

Office Location: Missouri

Cal brings over 20 years of electrical engineering experience to the team. He plays a pivotal part in shaping the future of sustainable transportation by providing expert engineering design, review, and analysis for EV charging infrastructure projects. His expertise includes renewables, power generation, and has Professional Engineer (PE) stamps in 4 states (CA, FL, TX, and MO).

Erica Madden, Account Executive

Office Location: Los Angeles, CA

With over 3+ years of experience in EV Charging and Transportation, Erica excels at fostering strong client relationships with public agencies in her role at InCharge Energy.

Qualifications, Related Experience and References

Cody Towles, PMP, PhD, Senior Director of EPC

Office Location: North Carolina

Cody brings over 20 years of combined construction and project management experience delivering large-scale public works and commercial projects. Leading our North American Project Management team, Cody oversees project progress, subcontractors, and ensures project execution. He is a Project Management Professional (PMP) and OSHA 30 certified. Cody has held senior leadership roles overseeing capital project delivery and construction for large-scale facilities, developing expertise managing multi-phase, schedule-critical projects and complex budgets across multiple jurisdictions. His background includes extensive experience with public-sector procurement and project delivery methods in both compliance and execution.

EVSE Technicians

Provided below are our in-house trained and qualified EVSE technicians in close proximity to Riverside, CA. In addition to this list, we also employ 13 additional electrical technicians at our Bellflower location.

- Diego Alvarez (EVSE Tech) – Riverside, CA
- Michael Rivas (EVSE Tech) – Whittier, CA
- Michael Kai (Journeyman Electrician) – Anaheim, CA
- Francisco Amigon (EVSE Technician Lead) – Bellflower, CA
- Bob Martin (Service Lead) – Bellflower, CA
- Francisco May Martinez (Journeyman Electrician) – Bellflower, CA
- Gus Eleopoulos (Journeyman Electrician & EVITP) – Los Angeles, CA
- Dave Bakke (EVSE Tech) – Fullerton, CA
- Christopher Games (EVSE Tech) – Los Angeles, CA

Financial Condition

Qualifications, Related Experience and References

Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project

InCharge Energy maintains a robust and stable financial position, well-suited to support long-term partnerships and sustainable growth in the electric vehicle (EV) infrastructure industry.

Liquidity, Assets, and Liabilities

As of **December 31, 2024**, InCharge Energy:

- Reported substantial liquidity, with cash holdings of approximately \$3 million and receivables totaling \$21 million, underscoring healthy operational cash flow and strong customer engagement.
- Strategically maintained an inventory balance of \$27 million, ensuring consistent supply chain performance and readiness to meet market demand.
- Accounts payable stood at approximately \$28 million, reflecting a balanced working capital structure and effective vendor relationships.
- Holds a three-year term loan by ABB E-mobility, a significant and continuing investor in the business, with no principal repayment obligations during the term of the note. This arrangement provides predictable financial stability and operational flexibility.

Strategic Financial Positioning

InCharge Energy has strategically invested in enhancing its proprietary software solutions, a cornerstone of its technology-enabled service offerings. These capitalized investments reflect the company's commitment to innovation and ongoing product excellence.

Looking forward, InCharge Energy is proactively expanding its market-leading charger services division, offering comprehensive maintenance and operational solutions to keep EV infrastructure

Qualifications, Related Experience and References

reliable and fully operational. The company's five-year strategic plan projects substantial growth, driven both by organic expansion and targeted mergers and acquisitions. To support these ambitions, InCharge Energy is actively exploring opportunities to access additional capital markets, complementing its existing surety relationship with Trisura, and enhancing its financial capabilities to capture market opportunities effectively.

Long-Term Financial Stability and Partnership

InCharge Energy is financially sound, strategically positioned, and backed by enduring investor confidence from ABB E-mobility, making the company a stable, reliable, and forward-looking partner for the long term. We understand that financial security is a top priority for SAWPA. By providing information about our ownership by a publicly traded company, our full financial backing from ABB, and alternative sources of financial information, we demonstrate our commitment to financial transparency and stability.

Relevant Experience

Over the last 7 years, InCharge has established itself as one of the only vertically integrated firms in the industry, offering turnkey services for public agencies, leading distribution companies, dealerships, commercial fleets, school districts, autonomous vehicles, and more. In the past year alone we have served more than 2,000 facilities with over 20 vehicle OEMS.

InCharge specializes by serving as a one-stop-shop for public agencies, offering everything from site assessments, equipment procurement, engineering, installation, training, charge management software, and ongoing maintenance. Our vertically integrated model ensures seamless execution and superior uptime, minimizing project issues and achieving project timelines. We also leverage our vertical integration to gather field-based insights from our own technicians, project managers, field engineers, and service coordinators to drive impactful technology advancements for our customers and the industry. Today, InCharge supports over

Qualifications, Related Experience and References

11,000 chargers with over 15,000 connectors (10,000 DC connectors) in every state and province in North America, with these numbers expanding every day.



InCharge has installations in every state, depicted in the map above. Blue dots indicate locations not quantities.

By leveraging our turnkey capabilities, we've supported many public agencies in California and across North America to electrify encompassing scopes that include design, construction/installation, and maintenance of EV charging infrastructure. Some examples of our partnerships include the **County of Riverside**, Tahoe City Public Utility CA, City of Garden Grove Public works CA, Imperial Irrigation District CA, Metropolitan Water District of California, LA County Sanitation Districts, Harris County TX, Frederick County MD, State of Maryland Port Administration, City of Sedona AZ, Clarke County VA, City of Richmond VA, Los Angeles Department of Water and Power, City of Culver City CA, and more.

Below we highlight in further detail our successful work for your review.

Moreno Valley School District

InCharge Energy provided a turnkey installation of 38 ICE 30 kW DC fast chargers in October of 2022 and incorporated solar PV into the installation. The site was also future proofed for 46 DC

Qualifications, Related Experience and References

fast chargers, by pre-wiring and networking when needed. InCharge Energy also supported the district to secure \$1.6M in government funding to offset the cost by leveraging a variety of programs including the EPA Airshed Program, SCAQMD Carl Moyer Program, CEC EnergIIIZE Fast Track, and SCE Charge Ready Transport. The project was completed in the summer of 2022 with a portion of the buses being added over time. We are continuing to be dedicated electrification partner for the District and provide long-term operations and maintenance support. The project includes InControl software including load management features such as demand charge management in addition to time-of-use peak charges avoidance (4P - 9P) therefore charging the buses remotely at 9P, 1A, and 5A such that the school district takes advantage of fuel prices that are less than half of peak electricity prices. We completed the most recent phase of installation which included the final 8 charging stations in August 2025.

Key Personnel Involved: Marcus Kilgo (Project Manager), Cal Crader (Electrical Engineer), James Yi (Electrical Engineer), Mike Rivas (EVSE Technician), Mike Kai (Electrician), Gus Eleopoulos (Journeyman Electrician & EVITP), Diego Alvarez (EVSE Technician), Bob Martin (Service Lead), Dave Bakke (EVSE Technician)

Tahoe City Public Utility District

InCharge successfully delivered a custom turnkey EV charger solution for the Tahoe City Public Utility District. This project began with a comprehensive consultative fleet transition plan which included vehicle selection, route analysis, Optimal EV chargers, and EPC services. The InCharge team provided a 5-Year Fleet & Equipment Plan encompassing the entire Public Utility District Fleet, considering factors such as:

- Annual budget and distribution across different departments (Water, Sewer, Parks, Recreation, and Tech Services)

Qualifications, Related Experience and References

- Existing fleet composition and end of life analysis
- Analysis of all possible ZEV alternatives
- EV charger optimization
- Charging profile to reduce demand and energy costs
- EV charger location to reduce construction costs
- Phased EV charger installation to meet the needs of the city for the next 4 years

Following the development of the 5-Year Fleet & Equipment Plan, InCharge proceeded with the subsequent project phases, including engineering, project management, electrical distribution upgrade, circuit construction work, civil construction work, hardware selection, installation, commissioning, and InControl software integration. For the Tahoe City Public Utility District, InCharge provided a custom installation of one (1) Buy America Compliance ICE Dual 80A and one (1) ICE 180kW DC Fast Charger.

Key Personnel: Marcus Kilgo (Project Manager), Cody Towles (Director of EPC), Cal Crader (Electrical Engineer), James Yi (Electrical Engineer), Bob Martin (Service Lead)

City of Garden Grove Public Works

InCharge successfully delivered a comprehensive and phased fleet transition plan for a diverse fleet of 63 vehicles, encompassing light-duty pickup trucks, medium-duty vehicles, and heavy-duty tractors. We began by conducting an in-depth analysis of current vehicle categories and operational use cases, identifying market-available electric vehicle (EV) alternatives that met the functional and performance requirements of each vehicle type. This analysis formed the basis of a strategically phased vehicle procurement schedule, aligned with the rollout of the required charging infrastructure to ensure seamless integration into daily operations. Our team performed a detailed assessment of EV charging patterns, which included developing and validating charging session models to optimize charging station utilization and energy consumption. These

Qualifications, Related Experience and References

models accounted for dwell times, energy demands, and operational schedules to design infrastructure that maximized efficiency and minimized downtime for the fleet. Additionally, InCharge's engineering and project management teams collaborated closely with Southern California Edison (SCE) to navigate the utility's requirements and rebate programs. By recommending an SCE-approved design option, we ensured the project captured the maximum amount of available utility rebates, reducing upfront infrastructure costs and delivering a cost-effective solution for the client.

Key Personnel: Marcus Kilgo (Project Manager), Cody Towles (Director of EPC)

Rocklin Unified School District

Under this project, InCharge procured fifteen (15) ICE-30 chargers and one (1) ICE-60 charger, which were supplied to the district as part of a multi-phase deployment. Following delivery, our team managed the commissioning process and software integration, ensuring that all chargers were properly configured and ready for service. In addition, we provide ongoing preventive maintenance and service support to sustain reliable operations and maximize charger uptime.

Key Personnel: Marcus Kilgo (Project Manager), Cody Towles (Director of EPC), Bob Martin (Service Lead)

Quality Custom Distribution (QCD)

InCharge designed and implemented a solar PV, BESS, and microgrid solution for Quality Custom Distribution (QCD), a leader in quick-service restaurant logistics. This agreement was executed via a design-build model and financed as a Charging-as-a-Service (CaaS) solution. This project involved the implementation of a solar PV, BESS, and microgrid solution for QCD's facility in La Puente, CA. We designed a solution that includes 9 ICE-480 DC fast chargers with 18

Qualifications, Related Experience and References

dispensers to support 30 Class 8 Volvo VNR Electric Trucks. To maximize efficiency and production, and increase resiliency, we sized a 1,300-kW solar PV system with 770 kW/3,080 kWh of BESS, a 1,500-kW natural gas generator and a microgrid controller. The microgrid will be capable of delivering emergency power to the site during periods when there is a utility power outage and coordinating parallel operation of the emergency power system with the solar PV and BESS to decrease the site's use of natural gas during a grid outage.

Key Personnel: Marcus Kilgo (Project Manager), Cal Crader (Electrical Engineer), James Yi (Electrical Engineer), Bob Martin (Service Lead), Mike Kai (Electrician), Mike Rivas (EVSE Technician), Gus Eleopoulos (Journeyman Electrician & EVITP), Diego Alvarez (EVSE Technician)

The Metropolitan Water District of Southern California

InCharge has supplied and deployed twelve (12) DCFCs and InControl software for the Metropolitan Water District of Southern California. The scope of work included site and fleet assessments, charger procurement, installation and commissioning, and software.

Key Personnel: Marcus Kilgo (Project Manager), Bob Martin (Service Lead), Gus Eleopoulos (Journeyman Electrician & EVITP)

Subcontractors

InCharge will perform the full scope of work in-house. Our technical service team comprises Apprentice, Journeyman, and Master Electricians, ensuring a range of expertise to address diverse maintenance and repair needs. We also have staff with EVITP (Electric Vehicle Infrastructure Training Program) certification and encourage this certification among our

Qualifications, Related Experience and References

technicians. Prior to starting work, all technicians are required to undergo a comprehensive and rigorous technician training program which consists of coursework with live staff in a training classroom and then is augmented through hands-on vehicle and charger training.

Additionally, we pride ourselves on a brand-agnostic technician team. When working with customers with a variety of charging manufacturers, we ensure our team members undergo that manufacturer-specific training program when available.

References

In the following section, we highlight our experience completing projects of comparable scope in California, demonstrating our capability to successfully deliver the full scope of work requested by the Santa Ana Watershed Project Authority. We have a proven track record of meeting project timelines and can provide additional documentation or references upon request.

Reference #1: Moreno Valley School District

Address: 13911 Perris Blvd., Moreno Valley, CA 92553

Point of Contact: Jim Burleson, Executive Director, Transportation

Telephone Number: 951-571-7500

Reference #2: Tahoe City Public Utility District

Address: 221 Fairway Dr, Tahoe City, CA 96145

Point of Contact: Anna Klovstad, Construction Project Manager

Telephone Number: (530) 308-6394

Reference #3: City of Garden Grove Public Works

Address: 11222 Acacia Pkwy, Garden Grove, CA 92840

Point of Contact: Steve Sudduth, Public Works Supervisor, Vehicle Maintenance Division

Qualifications, Related Experience and References

Telephone Number: 714-741-5390

Reference #4: Rocklin Unified School District

Address: 2225 Corporation Yard Rd, Rocklin CA 95677

Point of Contact: Matt Hebb, Director of Transportation

Telephone Number: (916) 624-9106

Reference #5: Quality Custom Distribution (QCD)

Address: 14317 Lomitas Ave, La Puente, CA 91746

Point of Contact: Shane Blanchette, Vice President, Continuous Improvement

Telephone Number: 508-735-3851

Reference #6: The Metropolitan Water District of Southern California

Address: 3201 Wheeler Ave, La Verne CA 91750

Point of Contact: Nigel Wallace, Fleet Coordinator

Telephone Number: 909-392-5026

Equipment and Tools

InCharge Energy (ICE) technicians utilize a comprehensive set of tools, equipment, and software to ensure the safe, efficient, and compliant installation, commissioning, and maintenance of EV charging stations. All tools and procedures are designed to meet or exceed industry standards, including NFPA 70E for electrical safety.

Diagnostic and Measurement Tools

Qualifications, Related Experience and References

1. **Handheld Fluke Digital Multimeter (DMM):** ICE technicians leverage a Fluke Digital Multimeter when installing, commissioning, and maintaining EV charging stations. These handheld devices are used to verify proper voltage levels, confirm phase presence and rotation, measure current draw, test continuity, and ensure grounding integrity. During troubleshooting, technicians rely on the DMM to diagnose electrical issues such as blown fuses, faulty contactors, or irregular current. The Fluke DMM is also used to confirm circuits are de-energized before service work begins, providing both diagnostic accuracy and essential safety assurance.
2. **Handheld Insulation Resistance Testers:** ICE service technicians use insulation resistance testers to evaluate the integrity of electrical wiring and insulation within charging stations. These testers apply a high DC voltage and measure leakage current to identify potential breakdowns or moisture-related faults. By ensuring insulation is intact, technicians prevent safety hazards, reduce downtime, and maintain compliance with industry standards.
3. **SureCall Signal Analyzer:** All ICE service technicians utilize a SureCall signal analyzer onsite to measure cellular signal strength. Our in-house technicians/electricians assess cellular connectivity to ensure reliable communication for a customer's networked charging stations. These handheld devices are designed to measure RF signal strength across key 4G frequencies, including the 700 MHz, 800 MHz, and 2000 MHz bands used by major carriers like Verizon and AT&T. These meters provide peak power measurements in dBm, which help identify signal strength at a specific location—such as inside a building. The meters enable us to compare the relative signal strength between carriers to identify the strongest signal indoors.
4. **Manufacturer-Specific Diagnostic Tools:** ICE technicians are certified to repair and maintain a wide range of charging equipment. Where applicable, they utilize manufacturer-

Qualifications, Related Experience and References

specific diagnostic software and tools designed for proprietary hardware. This ensures that each unit is serviced according to OEM standards and specifications.

InCharge Operational Tools

1. **Laptop:** ICE Service Technicians carry PCs with Ethernet ports to update configuration values, update firmware, and retrieve logs from EVSEs locally.
2. **InControl Charge Management and Maintenance Software:** InCharge technicians leverage InControl to monitor, diagnose, and manage electric vehicle charging stations remotely. When a charger issue cannot be resolved offsite, InControl provides failure codes that guide technicians in identifying the likely cause. This enables the technician to arrive onsite with the appropriate tools and replacement parts, increasing the likelihood of a one-visit resolution and minimizing customer downtime.
3. **Company-Owned Electric Vehicle:** InCharge maintains a fully dedicated field service team that arrives onsite with a company-owned EV. These electric vehicles enable us to install, test, and validate operational performance during every site visit. With our company-owned electric vehicles, InCharge can ensure that equipment is functional and customer-ready upon departure.
4. **Procore Project Management Platform:** Supports project coordination, documentation, and workflow alignment across teams.

Safety Equipment and Measures

Safety is a paramount concern in high voltage systems due to the potential risks associated with the high levels of electrical energy. Safety measures include insulating materials, safety interlocks, warning signs, and personal protective equipment (PPE) for workers. ICE technicians adhere to strict safety protocols, including:

Qualifications, Related Experience and References

1. **Personal Protective Equipment (PPE):** Proper PPE as described by NFPA 70-E, including insulated gloves, leather keepers, safety boots, eye protection, face shield, arc flash rated clothing, etc. During initial verification of power disconnection, Category 2 PPE with a minimum 8 cal/CM2 rating is recommended. After power is confirmed off, technicians continue wearing flame-resistant (FR) clothing, safety shoes, and eye and hearing protection.
2. **Safety Protocols:** Warning signs, insulating materials, and interlocks are employed to protect personnel. Tools used are rated for 1000 volts or higher and calibrated at least annually.
3. **Voltage Verification:** Before working on circuits, technicians test their voltage meters on a known live circuit to ensure accuracy, maintaining safe procedures without energizing equipment unnecessarily.

Tool List

The following list of tools is required by ICE Technicians. WE ensure all tools are rated at 1000 volts or higher for protection. We also adhere to tool calibration at minimum once a year.

- Phone / Tablet / Laptop
- Cleaner and towels (Simple Green)
- Fluke T+ Pro Electrical Tester
- Fluke 1587 Digital Multimeter
- Wiha 30138 3/8" Drive Insulated Torque Wrench (5–50 Nm)
- Blower or Vacuum, Brush
- Electric Vehicle
- Fluke PRV240 Portable Proving Unit
- AEMC CA773 Voltage Tester

Qualifications, Related Experience and References

- Wiha 28792 16-Piece Insulated Screwdriver Set

SB 198 CAL-OSHA

InCharge Energy understands that SB 198 requires all California employers to adopt, implement, and maintain a written Injury and Illness Prevention Program (IIPP), and we are fully compliant with this requirement. Please refer to the appendix for our complete IIPP.

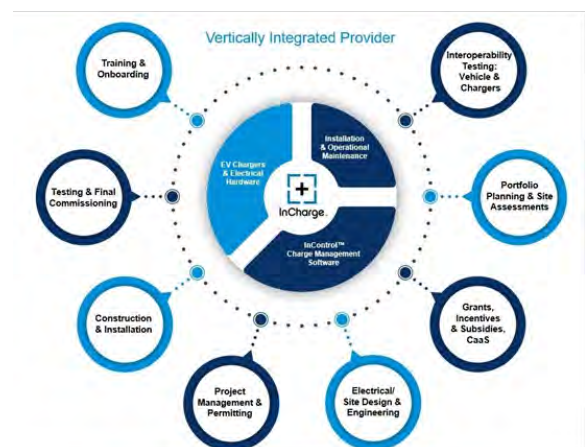
Work Plan

Project Understanding

InCharge Energy understands that SAWPA is seeking qualified contractors to furnish, install, and commission two (2) dual-port Level 2 electric vehicle charging stations in the north-facing parking lot of its headquarters. In addition, the contractor will future-proof the site by installing conduit sized to accommodate three (3) additional dual-port chargers in the future. The following section outlines our comprehensive approach to meeting the project scope of work and requirements.

Approach to Scope of Work

InCharge Energy will manage all aspects of the installation process, ensuring efficient, compliant, and high-quality results. Our lead Project Manager on the West Coast is based in Riverside County and will be involved from the beginning stages of the assessment, through design, engineering, execution, and operation. Our experienced team understands the level of



coordination and detail required of EV infrastructure projects and adheres to a developed operating procedure that considers the typical process and timeline of each party involved (i.e., the customer, internal engineers, utility engineers, AHJs, and permitting departments).

For the complete installation process and proper maintenance of EVSE infrastructure, we will adopt an implementation model similar to the one outlined below. Please note that specific project timing for SAWPA is provided in our project schedule.

Work Plan



Typical Project Implementation Timeline

High-Level Scope of Work

Below is a high-level Scope of Work illustrating our understanding of the site requirements.

Please note that this is a high-level scope of work and all required tasks are detailed clearly in our Cost Sheet.

INFRASTRUCTURE INSTALLATION OF (2) L2 EVCS + FUTURE PROOFING FOR (3) ADDITIONAL L2 EVCS

PROVIDE AND INSTALL:

(1) 200A/208V 3P BREAKER

(1) 200A/208Y 3PH 4W MCB PANEL

(5) PLP EVCS BASES

(3) FUTURE CONDUIT RUNS

(2) PROTECTIVE BOLLARDS

(4) POLYMER WHEEL-STOPPS

Work Plan

(2) ICE DUAL 80A W/ PEDESTAL

INCLUDES: Conduit, wire, PW, horizontal bore, polymer wheel-stops, distribution equipment, installation, civil work, engineering, commissioning safety provisions, equipment rental & permit.

EXCLUSIONS: Any additional scope of work not listed above, Equipment found defective / needing repair, Primary service feed, Utility Meter/CT Cabinet/Poles, Utility Transformer, Unforeseen conditions, Unforeseen subsurface conditions, Utility Fees, ADA path of travel

1. Engineering, Design & Permitting

InCharge understands that if awarded, we will provide and perform all engineering, design, and permitting services required for the installation, including preparation of complete stamped engineering drawings, submittal of permit applications, payment of all permit fees, and coordination with the City of Riverside and Riverside Public Utilities to final permit approval.

Engineering & Permitting

Once the initial site assessment is complete, our engineering team validates the data, provides initial single lines/drawings, confirms electrical calculations, and completes value engineering to reduce the cost of the installation and meet local requirements. Electrical engineering is an in-house capability. We believe it is critical to have in-house staff providing direct service to achieve the turnaround and quality that customers like SAWPA require. We design, engineer, and build EV charging and behind-the-meter infrastructure harnessing all available federal, state, local tax/unit incentives, and grants.

Our engineering capabilities include, but are not limited to: turnkey engineering, permitting & utility upgrades, operations workflow support, value engineering (reduction in up-front costs & ongoing operating expenses as well as improvement in overall redundancy & site reliability), construction supervision, microgrid & energy storage integration, energy management & demand response

Work Plan

support, weather-specific site adaptations (including snow, flooding, high temperature, low temperature, sea/salt spray, high dust), and field construction & commissioning support.

Site Assessment

Our first step is to schedule an electrification site assessment. With a thorough analysis of a site's electrical capacity, accessibility, available space for chargers, and safety and regulatory standards, the assessment provides key insights into optimizing a location for EV fleet charging.

We understand that businesses want answers fast and with as little disruption to daily operations as possible. That's why InCharge Energy offers industry-leading site assessment options - typically based on a single site visit - that can be delivered in as little as 2 weeks.

There are a few main benefits of our site assessment:

- The site assessment chosen will remain the property of our customer and is invaluable for obtaining quotes or coordinating with the local utility or Authority Having Jurisdiction (AHJ).
- We can provide our site assessments in as little as two weeks, even for multiple locations, thanks to our extensive coverage across North America.
- We can conduct assessments at several locations simultaneously, saving you time.
- Our assessments include engineering-ready data and CAD drawings that deliver high-level insights.
- Our in-house engineers develop high-level concept designs to ensure that requirements are reliable, and bids are accurate.

Overview of Options

Work Plan

Depending on the selected site assessment package, SAWPA can access various offerings and additional features beyond the standard site assessment. Below is a table detailing the different site assessment plans provided by InCharge Energy, along with the items included in each plan.

Included Items	Core	Plus	Advanced	Bid-ready
Comprehensive Site Plan	✓	✓	✓	✓
Proposed Parking Layout	✓	✓	✓	✓
Equipment Layout Options	✓	✓	✓	✓
Electrical Single Line Drawing	✓	✓	✓	✓
Transformer Details	✓	✓	✓	✓
Preliminary Schedule	✓	✓	✓	✓
Engineering First Look		✓	✓	✓
3D 360° Site Survey		✓	✓	✓
Proposed Layout Review Call		✓	✓	✓
AHJ & Utility Coordination Feasibility Report			✓	✓
Engineering Design (IFP) 10 Charging Ports (AC or DC)				✓

Site Assessment Options Overview

Drone Survey: To maximize assessment accuracy and minimize disruption to operations, InCharge Energy can employ our proprietary 3D and 360-degree drone survey process at all sites. This solution captured both external and interior site conditions, such as rooftops, trench paths, electrical rooms, and general infrastructure enabling rapid conversion of real-world conditions into CAD-ready formats. These visuals also allow SAWPA stakeholders to review site layouts side-by-side, existing vs. proposed, enhancing visibility and decision-making as the project progresses.

Standard Site Assessment Methodology: An InCharge Energy in-house team completes three key site assessment activities: route analysis to assess miles driven, dwell time, and operational flow, vehicle review to assess charging rates, electric rates/demand, and thermal load, and lastly, an in-person visit to assess all site conditions, including available power, panel location, logistics, charging port locations, and future proofing analysis. Combined, this allows our team to make the

Work Plan

most efficacious recommendations that optimize the location of the chargers based on cost, customer's operations, and OEM requirements.

Additionally, we analyze the electrical system, grid connections, and existing infrastructure, ensuring that we account for vehicle operations and requirements, ideal charger placement, and utility coordination. We also consider advanced options like microgrids, solar, and battery storage to enhance the site's overall design, when it is viable.

2. Turnkey Installation

InCharge will deliver a complete turnkey installation to SAWPA encompassing:

1. **Site Prep:** site preparation, trenching, conduit installation, wiring, mounting, and final restoration
2. **Installation:** Installation of chargers, pedestals, panels, breakers, and related equipment.
3. **Commissioning:** System commissioning, testing, and staff training.

Construction & Installation

To ensure complete execution of hardware and software offerings, InCharge Energy offers complete installation & commissioning for all products. This includes site development, engineering, permitting, and self-performance capabilities.

Upon project award, InCharge Energy would immediately move into the engineering phase. The drawing packages would then be submitted to appropriate authorities having jurisdiction (AHJ) for permitting. Utility interconnection would take the longest time, but InCharge Energy has strong relationships with local utilities. Other major variables include equipment lead times on switchgear, modules, inverters, and battery equipment. We ensure that each phase is as fluid as possible and communicated transparently throughout.

Work Plan

System Readiness & Charger Commissioning

InCharge Energy, as a supplier, will verify the delivery, and commissioning of all equipment. To ensure the complete execution of hardware and software offerings, InCharge Energy provides commissioning assistance for offered products.

All our equipment goes through a pre-commissioning process at InCharge Energy's Richmond warehouse. Once the unit is checked by our electrical technicians, it is passed on to the quality team for inspection. The quality team verifies that the charging sessions are accurately recorded, the unit meets our customers' visual standards, the pre-commission form is completed correctly and accurately, the cable configuration matches the labeling, and additional stickers are added to indicate that the unit is ready for shipping.

InCharge Energy requires a commissioning appointment once stations are installed. During the appointment, the stations are tested to ensure they are installed to specifications before the stations can be fully energized. InCharge also will offer complimentary training to SAWPA during this commissioning appointment.

3. Design for Expansion

InCharge collaborates closely with our clients to align on both project-specific and overarching goals. This ensures we can propose the most suitable, future-proofed design and incorporate long-term cost savings from the beginning. We will design the site for expansion by installing conduit, wiring, and control provisions to support three (3) future dual port chargers without requiring re-trenching. Conduit installed during Phase 1 will include sufficient capacity to accommodate the three (3) dual-port chargers planned for Phase 2.

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4. System Access Levels and Controls

InControl is InCharge's proprietary, cloud-based Charge Management & Maintenance Software (CMMS) designed to help fleets increase uptime and lower operating costs. It simplifies EV infrastructure management by enabling real-time monitoring, optimized load management, secure access control, vehicle integration, and detailed reporting. Delivered as a scalable, secure Subscription-as-a-Service (SaaS) product, InControl supports both public and private charging use cases. It operates independently from customer IT infrastructure and meets the latest cybersecurity, privacy, and industry compliance standards.

InControl is designed to meet SAWPA's specific needs, by offering:

- **Charger Maintenance & Repair:** Ensuring operational uptime of 97% through preventive maintenance, rapid response times, and compliance with industry standards.
- **Open Protocol Compliance:** InControl is fully compliant with OCPP 2.0.1 and OCPI charger 2.2.1, ensuring interoperability and seamless communication with various charging stations and networks.
- **Cloud-Based Management Software:** Implementing interoperable cloud-based software for real-time monitoring, access control, and fleet/public usage tracking.
- **Flexible Payment Solution:** Robust and reliable payment processing via our partner, EV Connect, for public charging, ensuring a seamless experience for users.
- **Compliance & Standards:** Ensuring adherence to industry standards while maintaining efficient service operations.

InCharge understands that SAWPA is seeking a solution that addresses the items listed below, and we confirm that InControl will meet or exceed these requirements. We have provided additional information on our adherence to these standards in the pages that follow.

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- Administrator, user, and maintenance access levels
- Real-time charger status monitoring.
- Viewing and downloading of usage and revenue reports.
- Ability to set and update usage rates via a secure web portal, with differential rates by user group (e.g., SAWPA fleet at no charge).

User Roles (Platform Access and Permissions)

InControl provides a robust, role-based user management system that enables organizations to define internal permissions aligned with organizational responsibilities. Organizations are not limited to a set number of users, allowing them to assign roles to as many users as needed without incurring additional user-based costs.

Default user roles include:

- **Admin:** Full administrative privileges, including the ability to configure site and chargers information, manage users and alerts, set charging policies (e.g., Load Management), access Depot View, generate reports, and submit support requests.
- **Member:** Read-only access across all key system data such as the dashboard, session reports, and Depot View. Suitable for stakeholders who require visibility into charging operations but do not manage system configurations.
- **Depot Viewer:** A limited role that provides access exclusively to the Depot View interface for monitoring vehicle and charger statuses, typically used by depot or site operations staff.

This internal role structure promotes data security and operational efficiency by ensuring users only access features necessary for their responsibilities.

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Access Control (Charger Usage and Authorization Policies)

InControl provides complete control over who can access EV chargers, how they authenticate, and where access rules apply. Designed to meet the needs of both fleet and public charging environments, InControl delivers secure, configurable access across a wide range of user types and operational scenarios.

InControl supports multiple authentication methods including:

- RFID cards
- PIN codes
- Vehicle identification-based access
- Payment-based access (e.g., app or credit card reader)

These methods can be used individually or combined – for mixed-use or hybrid fleet environments. InControl supports local fallback authorizations to maintain access during network connectivity loss. Admins can configure offline behavior to either allow charging (Free Mode) or restrict power output.

Account Admins manage charger access using Authorization Policies that can be defined by user, vehicle, charger, or sites. These policies can be easily created, modified, or removed directly from the software.

This structured policy hierarchy ensures rules are applied consistently and without conflict. Policies follow a clear order of precedence, from account-level defaults to individual charger, vehicle, or user-based rules.

Real-Time Dashboard & Session Monitoring

InControl is built to give fleet operators full control over their EV charging infrastructure, providing everything needed to manage day-to-day operations on a scale. The platform offers real-time

Work Plan

visibility into charging activity, station status, and vehicle readiness, all in a single dashboard. It allows users to remotely monitor and control chargers, manage access through secure PIN, RFID, or vehicle-based authorization, and receive automatic alerts for faults or service events. Built-in reporting tools track energy usage, uptime, and operational efficiency, while advanced load management features help reduce electricity costs by optimizing charging times based on utility rates and battery needs. Our commitment is to a 99% platform uptime including scheduled maintenance. InControl achieved a 99.97% platform uptime in 2024.

InControl's open API architecture enables easy integrations with telematics providers, utility demand response programs, and payment processing partners, making it a powerful, flexible solution for both private and public charging operations.

- InControl provides live data visualization of charger and vehicle activity, including:
- Real-time charger and session status, SoC, voltage, current, and kWh delivered
- Charger health (availability, errors, faults, out-of-network status)
- Customizable depot layouts with drag-and-drop UI
- Alerts and notifications for charger status changes, session completion, and faults
- Multi-user role management for Admins, Members, and API-integrated users

SESSIONS

- Real-time insight into sessions per connector
- Optimize charging schedules and quickly identify vehicle readiness or faults for seamless operational management

VEHICLES

- Monitor vehicle statuses during charging sessions
- Check real-time session details
- Access current battery % when connected to vehicle telematics



ISSUES + CASES

- Instant overview of currently faulted chargers and ongoing customer service cases.
- Quickly identify issues and proactively track unresolved service cases

CHARGERS

- Snapshot of chargers and their connector statuses
- Active sessions display vehicle charging details, including current battery % and other session information for quick monitoring at a glance

Work Plan

Reporting

InControl offers a robust suite of reporting tools to support performance tracking, fleet oversight, and sustainability reporting. Data can be visualized via in-app dashboards or exported for custom analytics through PowerBI, Tableau, or other platforms. Available reports include:

- **Session Reports:** Energy usage by vehicle, charger, authorization method, and time
- **Status & Uptime Reports:** Real-time charger health and availability
- **Port Status Reports:** Connector-level operational diagnostics
- **GHG/Environmental Reports:** Emissions tracking and carbon displacement.
- **Vehicle Reports (if telematics connected):** Driving distance, battery range, SOC trends

All reports support filters by date, account, charger type, and more. Data can be exported in .CSV format or integrated into existing BI systems.

Our **Session report** includes the following values, aligned with OCPP 1.6J and/or 2.0.1 formatting to support standardized data collection, interoperability, and compliance with utility and agency reporting requirements.

Session Reporting		
Session Start Time	Charger Name	Site
Session End Time	Authorization	Country
Charger S/N	Status	State/Province
Battery Start, %	Auth ID	EVCCID
Battery Stop, %	Session Duration	Vehicle
Session ID	Energy, kWh	Connector
Fuel Displacement, gal	Peak Charging Power, kW	CO2 Savings, lb
Account	Custom Tag	Charging Start Time
Charging End Time	Charging Duration*	Plug-in Time (OCPP 2.0.1 Only)
Plug-in Duration (OCPP 2.0.1 Only)	Idle Duration** (OCPP 2.0.1 Only)	Energy Cost, \$
Started Remotely	Stop Reason	Charging Direction

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Our **Energy Load report** supports charging data in 15-minute intervals to meet regulatory mandates, qualify for incentives, and provide accurate energy usage insights for internal operations.

Energy Load (Interval) Report		
EVSE ID	Port ID	Charge Average Demand kW
Interval ID	Charge Max Demand kW	Charge Interval Start Date Time
Charge Interval End Date Time	Charge kWh	Location ID
Session ID	Vendor ID	

Our **Charger Availability report** helps customers monitor overall charger health and utilization.

Fields include:

Charger Availability Report		
Station Name	Available	Out of Network
Charger Availability	Occupied	Unavailable
State/Province		

Our **Port Status report** focuses on connector health. Fields include:

Port Status Report		
Charger Serial Number (S/N)	Charger Connector Number	Total
Site	Charger Connector Type	Operational %
Charger Name	Operational	Non-Operational %
Account	Non-operational	

Charging Operations & Load Management

InControl's built-in load management leverages utility tariff schedules, time-of-use (TOU) data, and real-time vehicle battery states to dynamically optimize charging schedules. This ensures fleet vehicles charge during off-peak hours, minimizing demand charges and reducing total cost of ownership (TCO). For districts or fleet operators with energy goals, InControl can interface with renewable energy systems and energy management platforms to respond to grid signals, reduce emissions, and support carbon credit programs.

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Key smart load management features include:

- Peak shaving and power capping at the site or charger level. InControl will automatically delay charging to cheaper times.
- Load rebalancing across multiple ports or vehicles. InControl will automatically distribute electricity based on state of charge, maximizing effective charge time.
- Integration with Distributed Energy Resources (DERs) such as solar or BESS

5. Charger Output Requirements

InCharge Energy offers a robust and scalable portfolio of electric vehicle supply equipment (EVSE) designed to meet the evolving demands of SAWPA. Our solutions balance performance, flexibility, and cost-effectiveness. Engineered for long-term durability, our hardware is optimized for high-usage, fleet-based environments and can be adapted to meet a wide range of site conditions.

Under this contract, we are proposing the ICE Dual 80A Level 2 charger which adheres to all charger output requirements as defined by the RFP. This charging station is capable of delivering up to 80A continuous output per connector when operating on a dedicated 100-amp circuit, in accordance with SAE J1772 Level 2 standards. Additionally, it is equipped with dual connectors which include automatic load-sharing functionality to distribute total circuit capacity between connectors (e.g., reducing per-connector output, potentially to 40A, when both connectors are in use), while maximizing available charging speed for single-vehicle sessions. An overview of the proposed charging station is provided below, with a complete specification sheet and operating manual included in the Appendix.

Level 2: ICE 80A Dual

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The ICE Dual 80A is an Energy Star-certified Level 2 AC charger, capable of simultaneously charging two EVs at a maximum output of 19.2kW. It provides a durable, cost-effective solution with flexible installation options, including wall mounting or pedestal use, and 25-foot cables. A Buy America-compliant variant is available to support grant eligibility. This charger is ideal for school bus fleets, last-mile delivery vehicles, and other depot fleets needing overnight AC charging.

6. Adherence to Standards and Regulations

Throughout the duration of this project, InCharge will comply with all applicable standards and regulations, including but not limited to:

- NEC (National Electrical Code)
- NEMA (National Electrical Manufacturers Association)
- SAE (Society of Automotive Engineers) standards for EV charging
- OSHA (Occupational Safety and Health Administration) regulations
- Applicable City of Riverside codes and building regulations

Permitting and Compliance

InCharge Energy will provide and perform all permitting services required for the project, including preparation and submittal of all permit applications and coordination with the City of Riverside and Riverside Public Utilities through to final permit approval. Our scope of work includes both Phase 1 and Phase 2 of the project to minimize future costs. We will also work with SAWPA to provide all required documentation for inspections and approvals and will coordinate all utility requirements directly with Riverside Public Utilities.

InCharge Energy possesses extensive nationwide experience in managing the complex interactions between utilities and Authorities Having Jurisdiction (AHJs). Our dedicated team is fully responsible for all utility-related communication and permitting, including comprehensive AHJ

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coordination, from project inception through final approval. We manage every facet of the AHJ permitting process, including:

- Conducting pre-application meetings to align on project requirements.
- Managing all necessary plan reviews, including electrical, building, and fire.
- Coordinating all required site inspections.
- Securing the final sign-off and Certificate of Occupancy to ensure a fully compliant and operational site.

We proactively establish direct lines of communication, identifying and engaging specific contacts within each jurisdiction and utility provider. This relationship-based model, built on our experience with major utilities across the USA, provides the technical knowledge and administrative insight needed to streamline approvals, prevent delays, and ensure seamless project execution. We prepare and submit all permit applications and manage the approval process, ensuring timely energization.

Our team will handle the entire utility coordination process, from initial application submittal to utility shutdown and tie-in. We work with our clients to understand future goals and ensure the site is ready for the future. Our team has experience working with multiple large electrical utilities nationwide and can coordinate the submission and obtain approvals.

Grants and Funding Support

InCharge Energy has an experienced Government and Public Affairs team dedicated to tracking incentives, applying for, and winning, grants, and identifying funding opportunities/incentives that can reduce the CapEx and OpEx of the project.

Work Plan



Track & research funding opportunities

- Rebates
- Incentives
- Tax credits



Proposal & grant writing

- Proposal support & submission
- Grant applications



Present eligible opportunities

- Customer Q&A
- Sales support

InCharge routinely supports grant and rebate applications for local, state, and federal entities and coordinates with utility providers to ensure equipment is listed on approved product listings and InCharge is listed as a supported vendor. With an InCharge partnership, SAWPA will get free access to the support of the InCharge Government and Public Affairs team. This team will be responsible for tracking local, state, and federal grants and incentives. The InCharge team will then bring them forward prior to or promptly upon release of the funding opportunity.

Our team meticulously monitors funding updates, release of new opportunities, and will support SAWPA throughout the entire application process to ensure our customers are positioned to capitalize on incentives. InCharge has a success rate of nearly 80% with our grant applications for customers and has secured funding opportunities accounting for tens of millions of dollars in project funding for our customers. For example, we have supported the following customers to identify and secure grant and incentive funding:

1. Moreno Valley School District (MVUSD)

InCharge assisted MVUSD to convert 46 MVUSD school buses from diesel to electric, establishing itself as one of the largest electric school bus fleets in California.

To enable this effort, InCharge supported MVUSD to secure \$1.7 million in grants and incentives from five different sources including state, federal and local utility (The EPA Airshed Program, SCAQMD Carl Moyer Program, CEC EnergIIZE Fast Track, and SCE

Work Plan

Charge Ready Transport). Additional, InCharge supported another \$4.5 million in grant vehicle funding.

2. Twin Rivers Unified School District (TRUSD)

InCharge supported Twin Rivers School District to secure \$7,440,788 from CARB's California Capital Pilot Project: Showcasing Zero-Emission Mobility in Schools. With this funding, InCharge provided the district with a combination of level 2 EVSEs and 2 DC Fast Chargers to support their zero-emission school buses, zero-emission trucks, zero-emission lawn and garden equipment, and zero-emission car share vehicles. In addition, InCharge supported the district to secure additional Sacramento Metropolitan Air Coast Quality Management (SMAQMD) funds to offset vehicle costs. SMAQMD supported the funding of up to 18 private access only EVSEs to be used by heavy-duty TRUSD vehicles

Potential Grants, Rebates, Incentives for this Project

Below, InCharge has outlined potential incentives that may be applicable to SAWPA. Upon award, we will conduct a more detailed review to assess project-specific requirements, confirm eligibility, and verify application timelines. While current funding opportunities are limited, incentive programs typically follow cyclical funding patterns. InCharge actively monitors available programs and will promptly notify SAWPA of new opportunities and assist with the preparation and submission efforts.

Agencies and Programs InCharge Monitors for New Funding Releases:

- South Coast Air Quality Management District (SCAQMD)
- EnergIZE EV Fast Track
- EnergIZE EV Jump Start
- EnergIZE Drayage and Transit Set-Aside
- U.S. Environmental Protection Agency (EPA)

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- California Energy Commission (CEC)
- CALSTART
- CALeVIP

SAWPA Utility: Riverside Public Utility

CALSTART Communities in Charge - Level 2 by CA Energy Commission's Clean Transportation Program

Potential Incentive	Lesser of \$8,500 per Port OR 100% of Project Cost
Eligible Properties	Eligible properties include tax-exempt religious organizations, public schools, postsecondary educational institutions, healthcare facilities, non-profits, state or local government
EVSE Specs	Minimum 4 ports, Max 40 ports, 6.2kW or greater
Stacking Guidelines	Incentive can be stacked with certain programs as long as total does not exceed 100% of project cost. Ineligible programs include other CEC funding sources, utility and air quality district programs, and programs from Community Choice Aggregators.
Important Notes	The current round (4) is exclusively open to multi-family housing and multi-family housing related sites. However, InCharge is tracking this opportunity and will alert if future program rounds are accessible to additional entities.
Program Website	https://thecommunitiesincharge.org/

Electrify Riverside by Riverside Public Utilities - CA

Potential Incentive	Lesser of \$5,000 per Charger OR 100% of Material Cost
Eligibility	Residential, Commercial, School, Active Riverside Public Utilities (RPU) electric customer.
EVSE Specs	Level 2 (240V) chargers must be equipped with the SAE J1772 standard or Tesla connector plug
Important Notes	InCharge would support SAWPA with the required steps to determine eligibility.
Program Website	https://www.riversideca.gov/utilities/residents/rebates/electrify-riverside

CA Clean Transportation Program - Depot Charging by CA Energy Commission

Potential Incentive	\$75,000 per Port - \$500,000 per port OR 25% of Project Cost
Eligibility	All public and private entities, California Native American Tribes, and California Tribal Organizations serving California Native American Tribes, except for investor-owned utilities.
EVSE Specs	Charging Ports 60-750+ kW
Important Notes	DCFC charging with an upcoming deadline
Program Website	https://www.energy.ca.gov/solicitations/2025-03/gfo-24-612-depot-charging-and-hydrogen-refueling-infrastructure-medium-and

Work Plan

CALeVIP Fast Charge California Project (FCCP) from CSE for the California Energy Commission

Potential Incentive Eligibility	\$55,000 per Port - \$100,000 per port OR 100% of Project Cost Only Applicants that submit with their Application with both a Final Utility Service Design and an Issued Permit will be eligible to participate.
EVSE Specs	150 – 275 +kW
Important Notes	DCFC charging with a January 2026 deadline. Eligible sites must also be available to the public.
Program Website	https://calevip.org/fast-charge-california-project

SCAQMD Invest Clean

Potential Incentive Eligibility	Custom rebate up to 100% of Project Cost DCFC funding for Class 4 – 8 vehicles only
EVSE Specs	150 – 275 +kW
Important Notes	DCFC charging with a November 2025 deadline
Program Website	https://investclean.org/

Warranty and Support

InCharge Energy provides comprehensive service and support options designed to maximize EV charger uptime, particularly for demanding fleet operations. Our equipment includes a standard 3-year manufacturer's warranty for parts only with an option to extend coverage up to five years with optional extended warranty plans for years 4, and 5 for an additional cost.

Beyond standard and extended warranty coverage, we can offer a range of maintenance and repair plans tailored to the specific needs of SAWPA. This includes Preventative Maintenance and tiered InService plans (Standard, Dedicated, and Premium), designed to achieve varying levels of support. We have provided additional information regarding these plans in the Appendix of our proposal.

Our nationwide support team leverages remote monitoring through InControl CMMS to identify and resolve most issues before they require on-site attention, minimizing charger downtime and optimizing fleet availability.

InCharge Energy will adhere to the specified Workmanship Warranty requirements under this contract. In addition, we have included pricing for an extended warranty and maintenance in our

Work Plan

cost proposal. Our Extended Warranty Terms and Conditions are provided in the appendix of this proposal, clearly outlining applicable exclusions

Service Support: InCharge 24/7 Service Team, 833-772-4638 Option 1

General Support: Erica Madden, erica.madden@inchargeus.com, 714-350-8718

Work Plan

Sequence of Construction/Phasing

1. Pre-Construction

Activity

Develop Work Plan and project schedule

Confirm site conditions and charger locations with SAWPA

Submit final design and stamped drawings for approval.

Obtain all required permits

Performed by

InCharge Project Management Team
Personnel: Marcus Kilgo, Director of Project Management West
InCharge Project Management Team
Personnel: Marcus Kilgo, Director of Project Management West

InCharge Engineering Team,
Personnel: Cal Crader, Senior Manager of Electrical Engineering

InCharge Project Management & Engineering Teams

2. Site Preparation and Electrical Upgrades

Install new 200-amp bus and panel (or breaker tie-in) as necessary to support the chargers.

Install conduit and wiring sized for current and future capacity.

Perform trenching in asphalt and landscaped areas. Trenching through both asphalt and landscaped areas to route new conduit from the electrical room to the charger locations. Full restoration of asphalt and landscaping irrigation to match existing conditions.

Ensure compliance with applicable Cal/OSHA trenching and excavation safety regulations, including shoring, shielding, sloping, and safe access/egress requirements under Title 8, California Code of Regulations, Sections 1541 and 1541.1.

InCharge EVSE Technician Team
Personnel: Diego Alvarez, In-House Technician based in Riverside, Mike Rivas, In-House Technicians Based in East LA, Gus Eleopoulos, Electrical Supervisor (EVITP & Journeyman Electrician)

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InCharge EVSE Technician Team
Personnel: Diego Alvarez, In-House Technician based in Riverside, Mike Rivas, In-House Technicians Based in East LA, Gus Eleopoulos, Electrical Supervisor (EVITP & Journeyman Electrician)

InCharge Project Management Team
Key Personnel: Marcus Kilgo, Director of Project Management - West

3. Equipment Installation

Mount chargers on pedestals.

Install bollards or other protective barriers if required by permitting authority.

InCharge EVSE Technician Team
Personnel: Diego Alvarez, In-House Technician based in Riverside, Mike Rivas, In-House Technicians Based in East LA, Gus Eleopoulos, Electrical Supervisor (EVITP & Journeyman Electrician)

InCharge EVSE Technician Team
Personnel: Diego Alvarez, In-House Technician based in Riverside, Mike Rivas, In-House Technicians Based in East LA, Gus Eleopoulos, Electrical Supervisor (EVITP & Journeyman Electrician)

4. System Integration

Connect chargers to control and monitoring systems.

Configure user access, rate structures, and reporting functions.

InCharge EVSE Technician Team
Personnel: Diego Alvarez, In-House Technician based in Riverside, Mike Rivas, In-House Technicians Based in East LA, Gus Eleopoulos, Electrical Supervisor (EVITP & Journeyman Electrician)

InCharge EVSE Technician Team
Personnel: Diego Alvarez, In-House Technician based in Riverside, Mike Rivas, In-House Technicians Based in East LA, Gus Eleopoulos, Electrical Supervisor (EVITP & Journeyman Electrician)

5. Testing and Commissioning

Perform operational tests and inspections with SAWPA staff present

Provide training on operation, monitoring, and maintenance.

InCharge EVSE Technician Team
Personnel: Diego Alvarez, In-House Technician based in Riverside, Mike Rivas, In-House Technicians Based in East LA

InCharge EVSE Technician Team
Personnel: Diego Alvarez, In-House Technician based in Riverside, Mike Rivas, In-House Technicians Based in East LA

Work Plan

Quality Control and Assurance Procedures

Identify methods that Offerors will use to ensure quality control as well as budget and schedule control for the project

InCharge Energy maintains requirements for ISO 9001, ISO 14001, and ISO 45001, demonstrating our commitment to quality management, environmental responsibility, and occupational health and safety. All InCharge Energy project managers complete an OSHA 30 Certificate during their company training.

InCharge Energy operates under a unified Quality, Health, Safety, and Environment (QHSE) policy that applies to all company-owned sites, partners, and stakeholders. Our Integrated Management System (IMS) enables consistent execution of quality standards across departments, ensuring all employees work toward common goals of safety, performance, and compliance. Our IMS is regularly reviewed to enhance system integration, reporting accuracy, and operational consistency. We adapt and scale QA resources based on production volume and field data insights. Our project management and engineering teams ensure every installation strictly adheres to the National Electrical Code (NEC), OSHA safety standards, and ADA accessibility requirements

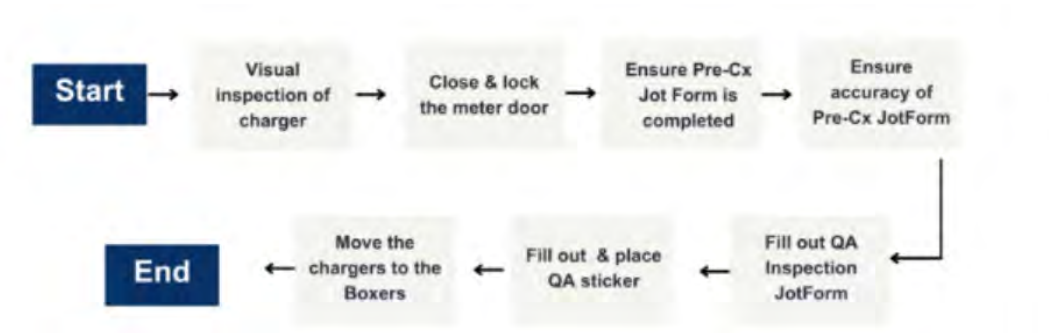
InCharge Energy has a detailed process for testing and quality assurance for each product produced and distributed. All proposed chargers are NRTL (Nationally Recognized Testing Laboratory) certified to UL standards, affirming their safety and reliability. As an advantage to our competitors, InCharge Energy operates our very own warehouse, enabling us to oversee testing and quality assurance more closely.

All our equipment goes through a pre-commissioning process at InCharge Energy's warehouse to ensure safety and reliability of the equipment before it arrives onsite. The first part of this

Work Plan

process is for a certified Electrical Technician to analyze and inspect the unit. Once the unit is checked by our electrical technicians, it is passed on to the quality team for inspection.

We currently have three quality inspectors who lead InCharge Energy’s Quality Assurance Program and are based in our Richmond VA warehouse. We will increase the number of team members if the volume dictates there is a need. The quality inspectors fill out a JotForm to adequately report their inspection results. The quality team ensures that the charge sessions are recorded correctly, the unit meets the visual standard of our customers, the pre-commissioning JotForm is filled out correctly and accurately, the cable configuration matches what the unit is labeled as and places any additional stickers to indicate that the unit is ready for shipping. When an issue is encountered in the field, the quality team will trace the unit serial number to identify the date of production. The quality team may then issue a quality alert to ensure the team monitors the issue closely and prevents it from happening again. InCharge Energy is committed to upholding our products to the highest standard and ensuring all regulatory requirements are adhered to.



Quality Assurance Process Flow Chart

Project Management to Ensure QA

At InCharge Energy, our project management approach is driven by transparency, structure, and adaptability across all phases of deployment. We utilize custom project-level Gantt charts to track progress in real time, with each schedule designed to reflect site-specific milestones, dependencies, and delivery requirements. For larger programs, these project schedules roll up

Work Plan

into a program-level Gantt view, giving stakeholders a clear, centralized snapshot of overall timeline health across multiple sites.



Project Management Process & Organization

To ensure clear communication and accountability, our teams leverage real-time dashboards in Salesforce, tracking each site and order by stage. Procore complements this by enabling granular task-level management, capturing progress updates, documenting field conditions with photo logs, and organizing critical site documents for all stakeholders to access.

On the ground, we emphasize agile issue management and strong communication loops. Site-level issues are addressed directly by the assigned Project Manager and escalated to the Program Manager when needed. Throughout the project lifecycle, customer feedback is tracked through Salesforce and our proprietary InControl Portal, supporting proactive updates and fast alignment with evolving customer needs.

All of our Project Managers undergo OSHA 30 and NFPA 70E training, empowering them to safely oversee commissioning and respond effectively to site challenges. We also offer on-site customer training post-installation, ensuring smooth system adoption and long-term operational success.

Work Plan



Digital Tools Supporting Project Delivery

Project Schedule

Please find our Project Schedule in the form of a Gantt Chart for your review in the following pages.

ID		Task Mode	Task Name	Duration	Start	Finish	Jul	Aug	Sep	Oct
1			SAWPA - 11615 STERLING AVENUE, RIVERSIDE CA 92503	73 days	Mon 12/1/25	Wed 3/11/26				
2			Notice to Proceed (Quote Signature+1 Day)	0 days	Mon 12/1/25	Mon 12/1/25				
3			Engineering	17 days	Mon 12/1/25	Tue 12/23/25				
4			Design	3 wks	Mon 12/1/25	Fri 12/19/25				
5			Issue for Permit Set Issued	2 days	Mon 12/22/25	Tue 12/23/25				
6			Permitting	42 days	Wed 12/24/25	Thu 2/19/26				
7			AHJ and Utility Review	2 mons	Wed 12/24/25	Tue 2/17/26				
8			Permit Approval	0 days	Tue 2/17/26	Tue 2/17/26				
9			Issue for Construction Set Issued	2 days	Wed 2/18/26	Thu 2/19/26				
10			Equipment	65 days	Mon 12/1/25	Fri 2/27/26				
11			EV Chargers	65 days	Mon 12/1/25	Fri 2/27/26				
12			Procurement	12 wks	Mon 12/1/25	Fri 2/20/26				
13			Delivery	1 wk	Mon 2/23/26	Fri 2/27/26				
14			Electrical Gear (PANELBOARDS)	25 days	Mon 12/22/25	Fri 1/23/26				
15			Procurement	4 wks	Mon 12/22/25	Fri 1/16/26				
16			Delivery	1 wk	Mon 1/19/26	Fri 1/23/26				
17			Installation	14 days	Fri 2/20/26	Wed 3/11/26				
18			Site Preperation	1 day	Fri 2/20/26	Fri 2/20/26				
19			Civil/ Trenching	4 days	Mon 2/23/26	Thu 2/26/26				
20			Electrical Cabling + Future Conduits	2 days	Fri 2/27/26	Mon 3/2/26				
21			Install Chargers	1 day	Tue 3/3/26	Tue 3/3/26				
22			Install Electrical Gear	1 day	Tue 3/3/26	Tue 3/3/26				
23			Substantial Completion	0 days	Tue 3/3/26	Tue 3/3/26				

Project: Santa Ana Watershed Project Authority EV Charger Project Date: Thu 11/6/25	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID		Task Mode	Task Name	Duration	Start	Finish	Jul	Aug	Sep	Oct
24			Commissioning	1 day	Wed 3/4/26	Wed 3/4/26				
25			Final Closeout Documentation	1 wk	Thu 3/5/26	Wed 3/11/26				



Project

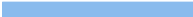
Santa Ana Watershed

Project Authority EV Charger

Project

Date: Thu 11/6/25

Task



Split



Milestone



Summary



Project Summary



Inactive Task



Inactive Milestone



Inactive Summary



Manual Task



Duration-only



Manual Summary Rollup



Manual Summary



Start-only



Finish-only



External Tasks



External Milestone



Deadline

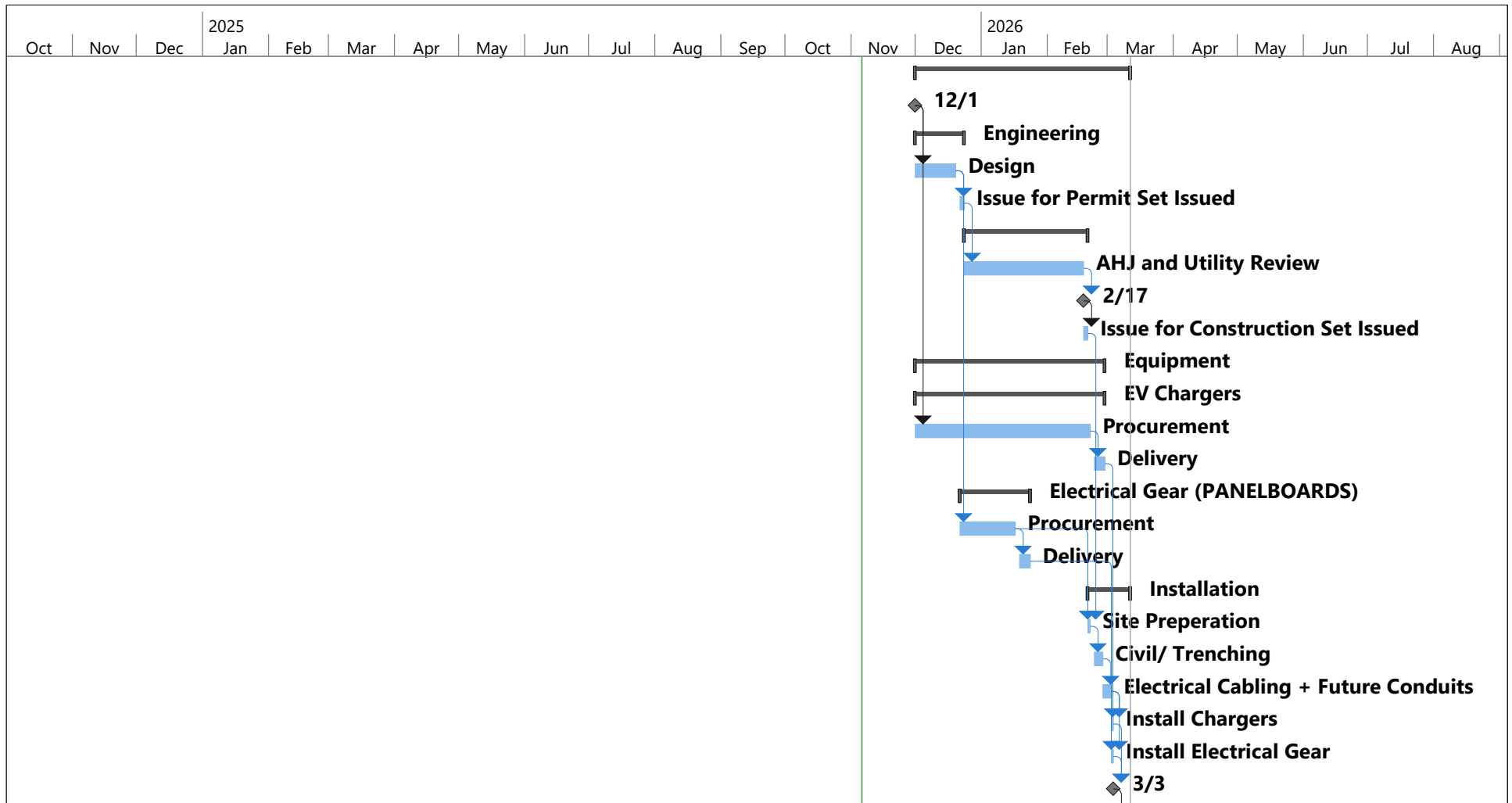


Progress



Manual Progress





Project: Santa Ana Watershed Project Authority EV Charger Project Date: Thu 11/6/25	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

Project: Santa Ana Watershed
Project Authority EV Charger
Project
Date: Thu 11/6/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

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Work Plan

Enhancements/Innovations

Upon thorough review, InCharge does not propose any technical enhancements to the current scope of work. However, we welcome the opportunity to engage further with SAWPA to explore how we can more broadly support your fleet and charging goals. With turnkey capabilities and an industry-leading team based in Southern California, InCharge is fully equipped to serve as a one-stop shop for this contract and future electrification efforts.

Exceptions/Deviations

InCharge does not propose any contractual or technical exceptions under this scope of work.

Non-Collusion Affidavit (Attachment A)

Please find this completed form on the following page.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF California }
COUNTY OF Los Angeles } ss.

Terry O'Day, being first duly sworn, deposes and says that he or she is COO of InCharge Energy, Inc. the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

InCharge Energy, Inc.

Name of Contractor

Terry O'Day

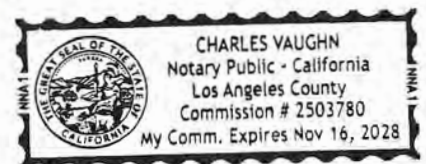
Bidder (Affiant)

Subscribed and sworn to before me this 24 day of October, ^{N 2025} 2018.

My commission expires: Nov 16 2028

[Signature] Notary Public

* see attached joint



CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

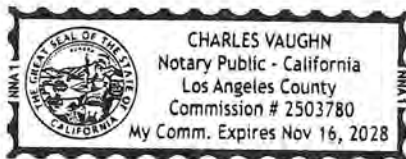
1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles



Subscribed and sworn to (or affirmed) before me
on this 24 day of Oct, 2025
by _____
Date Month Year

(1) Terry O'bay
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Acknowledgement of Insurance

Please find our completed form on the following page.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS AND
CERTIFICATION OF ABILITY TO PROVIDE COVERAGE SPECIFIED

(To be filled out by Insurance Agent, Carrier, Provider)

I, Lauren Czerniachowski, the Assistant Vice President of
(President, Manager, Owner)

multiple

(Name of Company, Corporation) certify that these insurance requirements have been

read and understood and that multiple (Name of Insurance Provider) is
able to provide the coverage, as specified.

DocuSigned by:
Lauren Czerniachowski
D710F9DC11A24BE...

Signature of President, Manager, Owner

10/29/2025

Date

Acknowledgement of Addenda

InCharge acknowledges receipt of Addendum #1 and all released Q&A.

Cost Sheet

PROJECT: Santa Ana Watershed Project Authority (SAWPA) EV Charging Project					
BUDGETARY BID SHEET	QTY	UOM	U/C	TOTAL	NOTES
Design/Engineering	1	LS	\$3,500.00	\$3,500.00	
Per Diem, Management, & Oversight	1	LS	\$3,975.00	\$3,975.00	
Rentals/ Misc / General Conditions	1	LS	1,325.00	\$1,325.00	
Site Demo & Relocates		LS			
Site Grading & Earthwork	1	LS	\$1,165.00	\$1,165.00	
Concrete Work	1	LS	\$5,103.91	\$5,103.91	
Equipment Pads		LS			
EVCS PLP Base Installation	1	LS	\$5,968.00	\$5,968.00	
Asphalt Paving & Trench Patches	1	LS	\$275.00	\$275.00	
Bollards and Wheelstops	1	LS	\$4,466.95	\$4,466.95	
Signs, Striping	1	LS	\$3,763.85	\$3,763.85	
Landscaping	1	LS	\$1,175.00	\$1,175.00	
Electrical Trenching	1	LS	\$1,209.00	\$1,209.00	
Electrical Boring	1	LS	\$9,676.05	\$9,676.05	
Primary Electrical Run		LS			
Secondary Electrical Run		LS			
Electrical Feeds	1	LS	\$7,923.52	\$7,923.52	
Cable / Wire	1	LS	\$10,625.31	\$10,625.31	
Permit	1	LS	\$5,000.00	\$5,000.00	
Equipment Installation	1	LS	\$1,956.26	\$1,956.26	
Electrical Equipment	1	LS	\$6,656.63	\$6,656.63	
EVCS Assembly & Commissioning	1	LS	\$2,100.00	\$2,100.00	
Utility-Specific Requirements		LS			
ICE Dual 80AC, ACL2, EV Connect Mobile Payment App	2	Per Unit	\$4,521.00	\$9,042.00	
InControl AC AppPay	4	Per Port	\$1,776.00	\$7,104.00	
Shipping	2	Per Unit	\$195.00	\$390.00	
InControl Setup (One-time software, hardware configuration & setup fee)	1	Per Site	\$599.00	\$599.00	
Premium Pedestal with Cable Retractors for ICE Dual 80AC	2	Per Unit	\$2,099.00	\$4,198.00	
Shipping for Pedestal	2	Per Unit	\$250.00	\$500.00	
BUDGETARY BID TOTAL				\$97,697.48	

Optional Items	QTY	UOM	U/C	TOTAL	NOTES
Extended Warranty. Parts only. Adds 2 years onto standard manufacturer warranty. 5 years total coverage.	2	Per Unit	\$1,173.00	\$2,346.00	
Preventative Maintenance for AC Level 2 Charging Station. Annual Visit for 5 years	2	Per Unit	\$844.00	\$1,688.00	

Appendix

Operations & Maintenance Offerings

We provide a comprehensive range of Operations and Maintenance (O&M) services specifically designed to maximize uptime and reliability for SAWPA. Our strategy focuses on proactive monitoring, efficient maintenance, strategic spare parts management, and quick incident response. Our nationwide service technician team performs repair and maintenance services every day, achieving an average uptime of 97% for our customers' fleets. When servicing equipment in tandem with our charger management software, InControl, we produce the industry's highest real-world uptime.

We believe it is critical to have in-house staff providing direct service to achieve the turnaround and quality that discerning clients require. This also allows our team to funnel field-based learning from our technicians, project managers, engineers, and service coordinators to produce immediate service improvements and technology advancements for our customers. Our approach places InCharge at the forefront of the industry – anticipating and responding to changes and technological challenges ahead of our competitors and other service providers.



InCharge Service Coverage in North America

Appendix

Hardware and Software Agnostic Support

Through InService, InCharge Energy's dedicated maintenance & repair offering, we can provide SAWPA with a network of dedicated in-house trained technicians and electricians, delivering quality maintenance and operational services across North America. Our Service Operations Center (SOC) and proprietary InControl charging, and maintenance management software enable SAWPA to request service support 24/7, 365 days a year.

InService is designed to provide the most accessible and flexible maintenance and repair plans for EV fleet chargers in the industry. Our InService plans are brand-agnostic, available to customers with a wide range of charging equipment including InCharge Energy, ABB, ChargePoint, Blink, BTC Power Zemetrix, Tritium, Eaton, Beam, Tesla, and more. Additionally, InService plans can support out-of-warranty equipment and on-site electrical support. Our strategically located Service Sales Offices ensure rapid and dependable repair and support services within designated geographic areas. InCharge Energy can work collaboratively with SAWPA to select charging hardware and either standard or extended warranty coverage.



InCharge Energy offers Charger Manufacturer-agnostic Support

Monitoring and Customer Support

InCharge Energy provides continuous 24/7 remote monitoring of EV charging stations to ensure optimal performance and to identify errors or potential issues. As part of InCharge Energy's maintenance solution, the InCharge Energy Support Operations Center (SOC) will provide regular

Appendix

reports at an agreed upon cadence of charger performance, usage, incidents and perform remote resets as needed. Our SOC utilizes various communication channels, including a dedicated phone number, email (support@inchargeus.com), and the InControl Maintenance Software Request system, which allows users to submit support tickets directly from the dashboard. We will also provide a dedicated 1-800 number and email address, along with facility ticket integration and tracking. Users can easily monitor the status of their open cases through live ticket tracking.

We offer proactive monitoring and customer support, with a support line available 24/7. Our remote charger diagnostics and proactive monitoring often address charger issues before customers are even aware that a problem exists. Our response times depend on the service level package: we offer a standard response time of 2 hours and a standard dispatch of 3-5 days.

We integrate with facility support systems and third-party property management companies. Through our SOC and in-house technicians, we are able to resolve 75% of issues remotely. Our remote triaging capabilities, enabled by InControl, allow us to resolve the majority of issues without on-site intervention. When on-site support is necessary, the close integration of InControl and our technicians ensures swift resolution with the correct tools and parts, further minimizing disruption to the operations.

Service and Maintenance Plans (InService)

Our InService plans are brand-agnostic and can be customized to provide the most accessible and flexible maintenance for SAWPA's EV fleet chargers.

- **InService Standard:** Includes dedicated service account manager, labor coverage, parts at cost plus 20%, annual preventative maintenance, standard 2-hour response time, and 3-5 business day dispatch.
- **InService Dedicated:** This is an upgraded version of the Standard plan, providing customers with dedicated technicians on-site (either full-time or fractional). It covers labor

Appendix

for warranty and non-warranty service events, as well as preventative maintenance services. Parts can also be purchased at a 20% discount. Dispatch and response times are customizable based on the customer's preferences.

- **InService Premium:** Offers dedicated service account manager, comprehensive labor and parts coverage, customized preventative maintenance schedules, customized uptime guarantees, customized response times, and customized dispatch times.

InCharge Energy Training Offerings

InCharge Energy can offer comprehensive and customizable training sessions and materials to ensure SAWPA and staff are equipped to operate and maintain EV charging infrastructure.

Below we have detailed our offerings for software and hardware training as well as our training format options. Unlike other EVSE providers, InCharge Energy has an in-house training program and is equipped with extensive resources and experience to deliver the highest quality of training.

Software Training

InCharge Energy provides training on InControl for users with various roles. Live remote training covers log in, dashboard and report customization, familiarity with the chargers list and charger detail, creating notifications, load and smart charging energy, access control management, vehicle management, and user management. We also provide a library of short training videos. With each software release, we host free live webinars providing training on new features and capabilities, as well as a newsletter detailing changes to our software. For developers, we offer a dedicated developer site, a GraphQL playground with interactive API documentation, and access to our test environment. We can provide either live or pre-recorded demos. In-person training on software is available as a premium offering.

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Hardware Training

InCharge Energy provides basic and complimentary training for staff during our charger commissioning appointments. Additional training and support for users can be developed with SAWPA as required. We can also provide training for site personnel to be trained to perform preventative maintenance and level one repairs.

We regularly provide a mixture of in-person and online training. InCharge also offers various resources and training templates to ensure the safe use and operation of chargers. We have extensive experience of collaborating with customers and OEMs to produce customized training videos tailored to specific equipment. This can be in the form of onsite, virtual, or recorded training. Training videos can be developed to meet the specific needs of each PPA, guiding the safe and proper use of chargers. Some examples of our live tech training and videos include demonstrations of the customer charging process, unboxing videos for ICE hardware, and tutorials on the removal of a stuck charging handle from a vehicle. These resources can equip users with the knowledge and skills required for the safe and efficient operation of chargers. Additionally, we provide ongoing support and resources to ensure that our partners stay current with the latest industry trends and advancements.

InCharge Technician Training Program

As a vertically integrated electric vehicle supply equipment (EVSE) provider, InCharge Energy has always prioritized a highly skilled in-house team of service technicians. Most manufacturers rely on external parties with little oversight to complete installation, maintenance, and construction services. After success training our company internally, we saw the opportunity to expand beyond InCharge Energy and offer our training to a wider audience with the goal of providing a key solution to close a critical gap in the EV workforce. InCharge Energy offers comprehensive and intensive electric vehicle and electric vehicle charger technician training program that sets itself apart as one of the most thorough in the industry.

Appendix

Our technician training program is highly flexible and adjusts according to the amount of funding, time, and content each of our partner's desire. We currently provide electric vehicle and charger training programs that scale from 1- and 3-day trainings to 12- and 16-week training courses. We work with local air pollution districts, automobile dealerships, public and private fleet operators, electricians and contractor groups, nonprofit organizations, workforce development boards, public agencies, community and technical colleges, and other charging companies.

InCharge Energy training provides trainees with access to a wide range of electric vehicles and chargers. In addition to in-person instruction, hands-on vehicle and charger training, our training programs regularly incorporate offsite visits to industry partners such as dealerships, major fleet depots, and more to enrich the classroom curriculum and provide practical exposure to the wider industry. Our training facility in Santa Ana, CA, serves as the basis for this in-person training.

Additional Attachments

Please find the additional attachments in the following pages:

- ICE Dual 80A Spec Sheet
- ICE Dual 80A Operating Manual
- InCharge Certifications
- InCharge Energy Injury and Illness Prevention Plan (IIPP)
- Resumes of Key Personnel
- Warranty Terms and Conditions

Overview

This Energy Star-certified Level 2 80A AC charger is one of the only options in the U.S. able to simultaneously charge two EVs at maximum output of 19.2kW. This versatile charger, with its enhanced powerline communication capabilities, options for wall mounting or use on a pedestal, and longer 25' cables, provides a durable, cost-effective solution by reducing installation and operating costs. The charger is available in a Buy America-compliant variant to support grant eligibility and may also be used for public charging with a credit card reader or mobile app payment.

Primary Use Cases

- School bus or other fleets beginning to electrify on a budget
- Last-mile delivery fleets with vehicles that can charge overnight
- Depot fleets with 80A capability and preference for AC charging
- Fleets with variously placed vehicle charge ports
- Public charging locations with app payment option, including those with CTEP (California Type Evaluation Program)- or NTEP (National)-certification requirements

Key Benefits

- Energy Star certified
- Available as Buy America compliant
- Maximizes use of available space and charging power with simultaneous max output charging
- Flexible, versatile and cost-effective installation options
- Reliable and durable rugged metal enclosure built to last outdoors
- Access control via PIN or RFID card (cards by request)
- Plug & Charge and AutoCharge ready
- Payment by mobile app (by request)

Managed by



Charge Management Software (CMS)

- User-friendly, integrates with existing systems
- Maximize fleet productivity
- Minimize charging-related energy costs
- Mitigate demand charges with load management



Warranty & Maintenance Options

... backed by an in-house team of service experts

- Standard 2-year (24 month) Warranty included with every InCharge charger (covers parts; restrictions may apply)
- Customizable options to cover parts, labor, uptime SLAs, and more



ICE Dual 80A charger



Configuration	Value
Voltage	208-240Vac 60Hz
AC Input Power Connection	L1, L2, GND
Frequency	60 Hz
Recommended Breaker	100A x2
SCCR	5000 RMS symmetrical Amps, 240Vac
Max Current Draw	80A on each output
THD Current	Complies with UL 2231-2, Section 24.2
Output Parameters	Value
Voltage	208-420Vac
Current - Max	80A
Power - Max	19.2kW (on each SAE J1772 connector)
System Efficiency - Max	>98%
Controls & Interface	Value
HMI	LCD Display
Communication	OCPP 1.6J (OCPP 2.0 Upgradeable)
Network Connection	Ethernet, Wi-Fi, LTE
RFID	ISO14443 Type A & S50, S70 MIFARE
Language	English
Environment	Value
Temperature - Operating	-22°F to 122°F/ -30°C to 50°C
Temperature - Storage	-40°F to 140°F/ -40°C to 60°C
Altitude - Operating	9840ft (3000 m)
Protection - Intrusion	NEMA 3R (IP66)
Cables & Connectors	Value
Connector Types	Dual SAE J1772
Connector Technology	Hyperboloid
Cable Length	25ft
General	Value
Materials & Finish	Stainless steel, powder coated
Supported Protocols	ISO15118-2
Dimensions	(D x W x H) 5.23 in x 15.625 in x 22.5 in / 133mm x 397mm x 572mm
Weight	65lbs (with cables) / 29.5kg
Certifications	Energy Star
UL/TUV	UL 2594, UL 2231-1, UL 2231-2, UL 1998

ICE Dual 80A
19.2kW AC charger

Product Code	Product Configuration
Z80-T1T1-R	ICE Dual 80AC, Dual SAE J1772 (80A, 25ft)
Z80-T1T1-A	ICE Dual 80AC, Dual SAE J1772 (80A, 25ft), EV Connect Mobile Payment App
Z80-T1T1-R-BA	ICE Dual 80AC, Dual SAE J1772 (80A, 25ft), Buy America compliant

*Please note, the variants listed are representative and may not be a comprehensive list of available options. Consult with your InCharge Energy sales representative.

ICE-80A Dual

INSTALLATION MANUAL

V1.6



Table of contents

1	About this document – Introduction – Copyrights and Trademarks – About this manual – Errors, inaccuracies, and feedback
2	Safety
3 - 6	Specifications – Dimensions – Max combined concurrent output on each charging plug
7-12	Installation – Unpacking – Wall mounting instructions – Electrical wiring instructions
13-14	Operation – Non-networked mode operating instructions – Networked mode operating instructions
15 – 22	Maintenance and configuration – Product external view – Product internal view – Agent board – Master board – LED indicators – Dip switches configuration – Instructions for updating charging configuration locally – Power board errors reported on LCD screen

About this document

Introduction

InCharge Energy ICE-80A Dual is a powerful AC EV charger that is capable of charging two electric vehicles concurrently at up to 19.2kW each. The unit comes with dual 25 feet charging cables attached with SAE J1772 standard charging plug (also called connector)

Copyrights and Trademarks

All information in this document is subject to copyright and other intellectual property rights of InCharge Energy, Inc and may not be modified, reproduced, or copied, in whole or in part, without the prior written permission of InCharge Energy, Inc. Additional information will be made available upon request.

About this manual

This manual provides the following information for InCharge Energy's ICE-80A Dual

- Safety Guidelines
- Technical specifications
- Dimensions
- Features
- Installation instructions
- Operating instructions

The contents of this manual are subject to change, therefore always refer to the latest version of the document.

This manual is intended for qualified installation persons who:

- Fully understand the specifications of the unit and process to safely install the unit
- Are qualified to do installation per applicable local rules

It is the responsibility of customer to make sure that installation persons obey local and state regulations, installation instructions and safety guidelines.

The symbols used in this manual have the following meaning:



Warning:
Risk of electric shock



Warning:
Risk of personal injury



Warning:
Risk of fire



Warning:
Risk of damage to equipment

Safety Guidelines

This manual contains important instructions and warnings that must be followed when installing and maintaining the unit.

Instructions pertaining to risk of fire or electric shock



Caution: **To reduce risk of fire**

- Connect only to a circuit provided with the minimum branch circuit overcurrent protection requirements in accordance with the National Electrical Code, ANSI/NFPA 70, and the Canadian Electrical Code, Part I, C22.1.



Warnings: **Risk of electric shock**

- The unit must be installed and serviced by only trained, skilled and qualified electricians who are familiar with the assembly and operation of the unit. These personnel should have proper personal protective and safety equipment.
- All installations must be done in accordance with the regional electric code safety standards. All installations must conform to the laws, regulations, codes, and standards applicable by local authorities having jurisdiction.
- Turn off power at the mains and secure against restart before installing or performing any maintenance operation on the unit.
- The working area must be secured in accordance with regional regulations.
- Appropriate cordoning off equipment must be used where necessary.
- The unit must be grounded through a permanent wiring system.
- Never spray water or any liquid on the unit or any parts of its assembly, including cables and plugs. Never submerge the unit or any parts of its assembly in water or any liquid.
- Do not touch unit's end terminals with fingers or any metallic object.
- The unit cabinet door must be kept closed and latched.
- The unit must not be operated outside its listed temperature range.
- Do not use this product if the flexible power cord or EV cable is frayed, has broken insulation, or any other signs of damage.
- Do not use this product if the enclosure or the EV connector is broken, cracked, open, or shows any other indication of damage.



Warning: **To reduce the risk of personal injury**

- The charging plugs must be docked in the holder. Charging cables must not be left in a way that it creates tripping hazard or any other danger.

Specifications

Features

Charging Mode	Level 2 AC
Charging Plug Type and cable	Dual connectors & cables, SAE J1772 connectors, 208-240V 80A charging cable, 25 feet
Max Output	19.2 kW AC on each SAE J1772 connector simultaneously
Mounting	Wall mount
HMI	LCD display
Advanced load management	Load sharing across connectors from the same input source with total charging load managed within control limits sent to the charger
Edge intelligence	Charging functions available during communications outages

Electrical specifications

Input supply	208-240VAC 100A or 208-240VAC Dual 100A 60Hz
Network	Single phase
Energy metering	NIST HB 44 compliant accuracy of +/- 1.0%
Ground Fault Protection	20 mA
Over Current Protection	80A per J1772 connector, Over Voltage, Under Voltage, Over Current & Over Temperature protection
Open Ground Monitoring	Yes

Design

Environmental rating	Indoor and Outdoor, NEMA 3R
Dimensions	22.5 x 15.625 x 5.233 inches
Weight	Approx. 65 lbs (charging cables weight included)
Ambient conditions	Operating temperature: -30°C to 50°C, Storage Temp.: -40°C to 60°C, 98% non-condensing, Max. Operating Altitude: 9,840 feet

Specifications

Compliance and Protocols

UL listed	UL2594, UL223-1, UL2231-2, UL1998
------------------	-----------------------------------

Energy Star	Version 1.2
--------------------	-------------

CTEP/NTEP	Q1 2024
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Communication

Interfaces	Wi-Fi, Cellular LTE, WCDMA, Modbus RS-485, Modbus TCP-IP
-------------------	--

Communication protocol with backend	OCPP 1.6J, OCPP 2.0 upgradable
--	--------------------------------

Software upgrade	Over the Air (OTA)
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User authentication	RFID
----------------------------	------

Dimensions

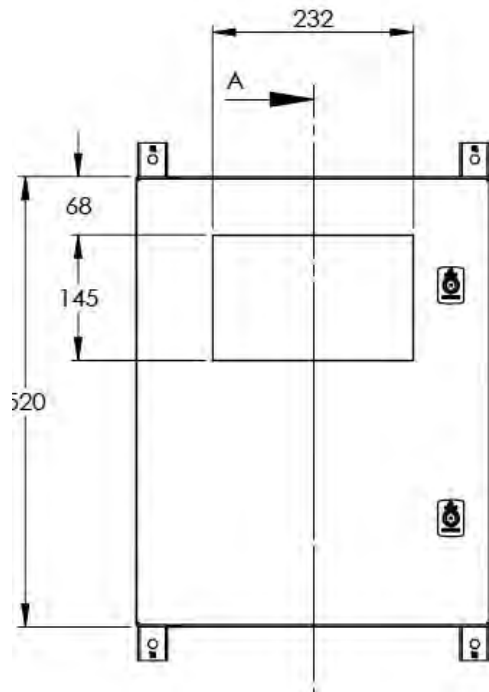


Figure 1

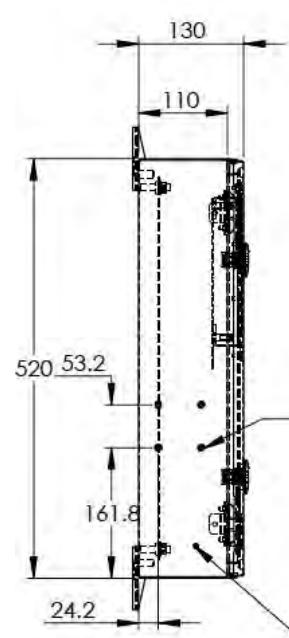


Figure 3

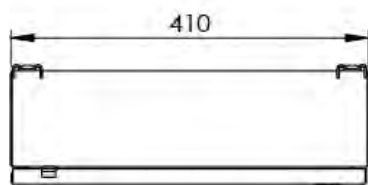


Figure 2

Max combined concurrent output on each charging plug

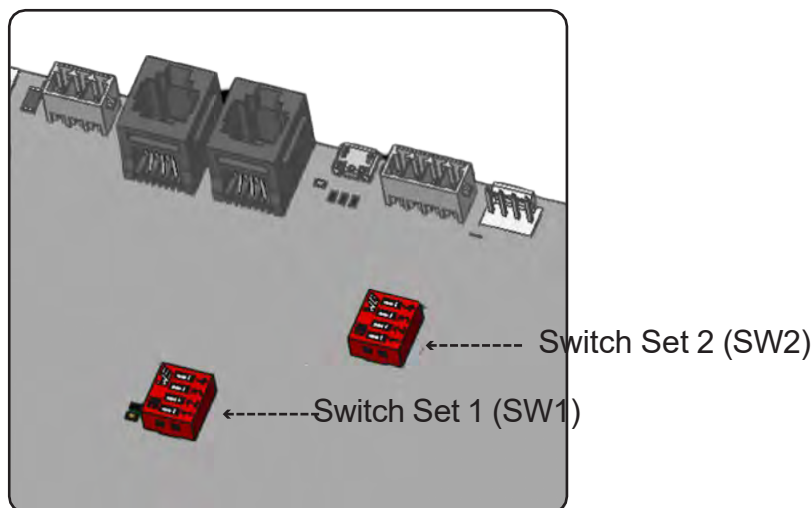


Figure 4: Location of dip switch sets on agent board

Dip Switch Set 1 combination	Max current at each output	Max combined current for both output
Switch 1 Position Down	80A	80A
Switch 1 Position Up	80A	160A

* Dip Switch Set 2 is for future use.

Installation instructions



WARNING:

Installation must be performed by authorized trained and certified personnel. Must read and comply with Safety Guidelines. Disconnect power supply from the breaker before installing, repair or adjusting the unit.



CAUTION:

Ensure that there is sufficient free space to install the unit.



WARNING:

To reduce the risk of personal injury, make sure that at-least two qualified persons are available for installation.



WARNING:

Read all instructions before installing and operating this unit.



WARNING:

Do not use the unit if there is any damage on the power cable, charging cables or plugs.

Installation instructions

A – Unpacking

- Open the box
- Remove packaging material
- Remove the surrounding cardboard
- Take out the unit along with the attached cables and plugs from the box

B – Wall Mounting Instructions

- The unit must be mounted at a height from ground such of not less than 450 mm (18 in.) and not more than 1.2 m (4 ft) above the floor level for indoor and outdoor locations above the grade level, per NEC Article 625.
- Mark the locations of all mounting holes
- Drill the mounting holes on the wall at marked locations
- Insert the anchors into all mounting holes
- Hold the unit against the wall and line up the holes on the top and bottom mounting plates of the unit with the mounting holes on the wall
- Secure the unit to the wall with appropriate mounting screws

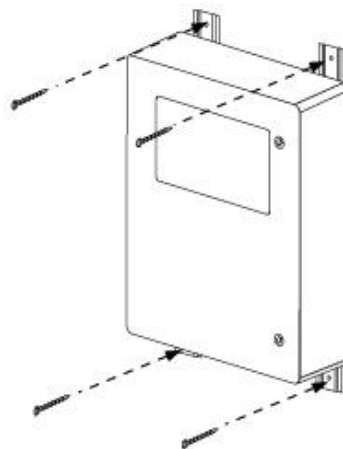


Figure 5

Installation instructions

C – Electrical Wiring Instructions

Recommended Tools

- Ring Wire Terminals – 1AWG-4AWG (L1, L2, G), Stud size 1/4 “, Copper construction or Copper construction with tin plated
- Crimping tool for Ring Wire Terminals
- Socket Screwdriver - # 10
- Heat shrink tubes

Instructions:

- **The unit can operate at two input supply current settings: 80A and 160A (80Ax2)**
- **If the maximum total input current supply to the unit is 80A then make sure that dip switch 1 is down.** In this configuration, the maximum combined output on both charging plugs will not exceed 80A. See Figure 4 above.
- **If the maximum input current supply to the unit is 160A, then set the dip switch 1 to up.** In this configuration, the unit will be able to charge two vehicles at 80A concurrently. See Figure 4 above.

Please note:

- **Each input branch circuit for the unit has to be connected to a 100A circuit breaker. Up to two input branch circuits can be used to simultaneously operate each output at 80A.**



CAUTION:

InCharge Energy ICE-80A Dual is a single- phase device. Do not connect three phases from a three-phase feed.

Installation instructions

C – Electrical Wiring Instructions cont.

Instructions to wire the unit with a single branch circuit of 80A (refer Figure 6)

- For wiring with single 80A branch circuit:
 - Ensure that the amperage of input wires to the unit is rated at at-least 100A (at least 3AWG per current carrying conductor, at-least 6AWG grounding conductor).
- Using an appropriate tool, clamp a ring wire terminal to the copper wire. Use heat shrink tube to cover the non-insulated portion of terminal.
- Unlock the unit door using a Hex key or a screwdriver depending on the type of lock on the door.
- Unscrew the cable gland 1 at the bottom of the unit (see Figure 6) and pass the input wire through the cap of the gland into the unit box.
- Do not remove bus bars 1 and 2 (see Figure 6).
- Connect the input wires to the lugs on the

unit board as marked in the Figure 6.

- Tighten the gland and lock it in place. For required torque, refer to 'Torque settings' in page 12.
- Close the unit door and lock it using a Hex key or a screwdriver depending on the type of lock on the door
- Turn on the power at the main breaker
- LCDs on the front of the unit should turn on and display message "InCharge Energy" accompanied with the software version on the display.

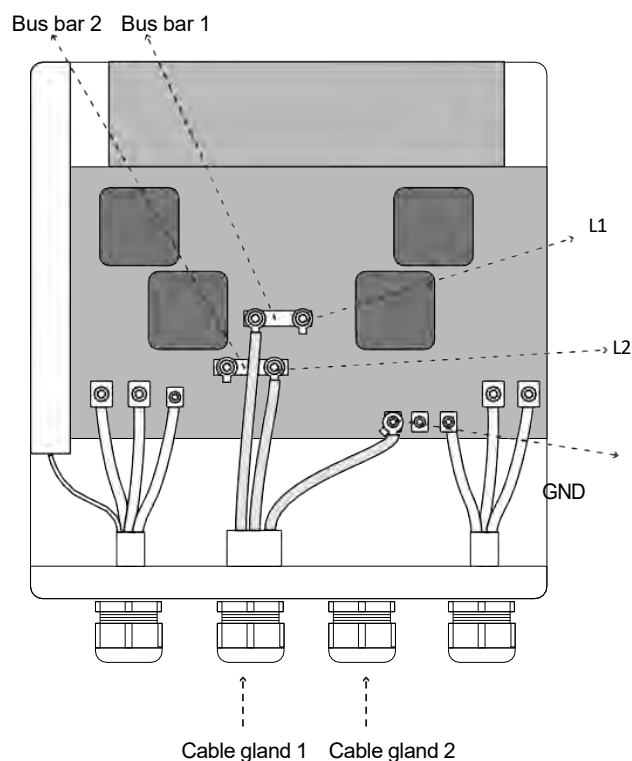


Figure 6

Installation instructions

C – Electrical Wiring Instructions cont.

Instructions to wire the unit with two branch circuits of 80A each (refer Figure 7)

- Ensure that the amperage of input wires to the unit are rated at 100A (at least 3AWG per current carrying conductor, at least 6AWG grounding conductor).
- Using an appropriate tool, clamp a ring wire terminal to the copper wire. Use heat shrink tube to cover the non-insulated portion of terminal.
- Unlock the unit door using a Hex key or a screwdriver depending on the type of lock on the door.
- Unscrew the cable gland 1 at the bottom of the unit and pass the input wire of the first branch circuit through the cap of the gland into the unit box.
- Remove the cable gland sealer and screw in the cable gland (included) in the opening marked cable gland 2 in Figure 7. Pass the input wire of the second branch circuit through the cap of the gland into the unit box.
- Remove bus bars 1 and 2 (see Figure 7).
- Connect the input wires to the lugs for each channel on the unit board as marked in Figure 7
- Tighten both cable glands and lock in place. For required torque, refer to ‘Torque settings’ in page 12
- Close the unit door and lock it using a Hex key or a screwdriver depending on the type of lock on the door.
- Turn on the power at the main breaker.
- LCDs on the front of the unit should turn on and display message “InCharge Energy” accompanied with the software version on the display.

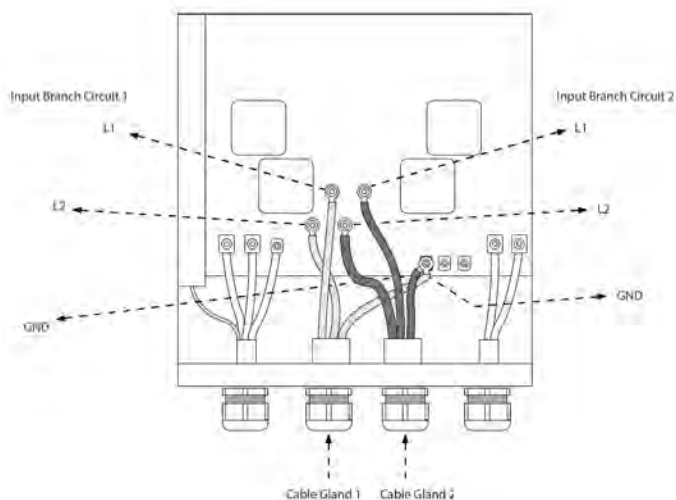


Figure 7

Installation instructions

C – Electrical Wiring Instructions cont.

Torque settings

Sr No.	Process	Torque
1	Wall mount brackets installation	9 N-m
2	Door to enclosure ground harness installation	6.6±0.2 N-m
3	Master board module installation	1.7±0.2 N-m
4	Yellow beet PCB installation	5.5±0.5 kgf-cm
5	Agent board installation	5.5±0.5 kgf-cm
6	Yellow beet Pilot 1 & 2 installation	5.5±0.5 kgf-cm
7	Assy, Charging cable installation (locking nut for PG29 cable gland)	8.5 to 9 N-m
8	Assy, Charging cable installation Red & Black to pressure lug	60±2 in-lbs
9	Assy, Charging cable installation Green to pressure lug	40± in-lbs
10	Cable gland - PG29 installation on cable (sealing nu tightening)	11.3 to 12.4 N-m

Operating instructions

The ICE-80A Dual unit can be configured to operate in the following modes:

- Non-Networked Mode – Switch 2 of Dip Switch Set 1 – UP
- Networked Mode – Switch 2 of Dip Switch Set 1 – DOWN

D – Non-Networked Mode Operating Instructions

1. Insert the SIM in the SIM card holder (see 2 in the 'Master board' section, Page 18).
2. Confirm that LCD display of one or both displays shows "Available."
3. Plug the cable into the charging port of the Electric Vehicle (EV).
4. LCD should show the messages in the following sequence:
 - a. Plugged In
 - b. Charging (when charging begins)
5. If the display continues to show Plugged In, ensure that the EV is not set to scheduled or delayed charging.
6. Once the EV starts charging, the LCD display on the unit will show the power (kW) and energy dispensed (kWh) values.
7. Charging will be terminated when one of the following occurs:
 - a. The EV reaches its battery target state of charge.
 - b. SAEJ1772 plug is disengaged or removed.
 - c. Input power to the unit is turned off.

E – Networked Mode Operating Instructions

1. Insert the SIM in the SIM card holder (see 2 in the 'Master board' section, Page 18).
2. Update charging configuration locally. For instructions refer to section 'L – Instructions for updating charging configuration locally', Page 21. Contact InCharge Energy support for further assistance.

Error Monitoring and Recovery

- The unit monitors over current, over voltage, under voltage and over temperature conditions. In case of over current, the unit will stop the charging session for 30 seconds before resuming charging, for no more than 3 times
- In case of CCID trip, the unit will stop the charging session for 15 minutes before resuming charging, for no more than 3 times.

Maintenance and configuration

F – Product external view

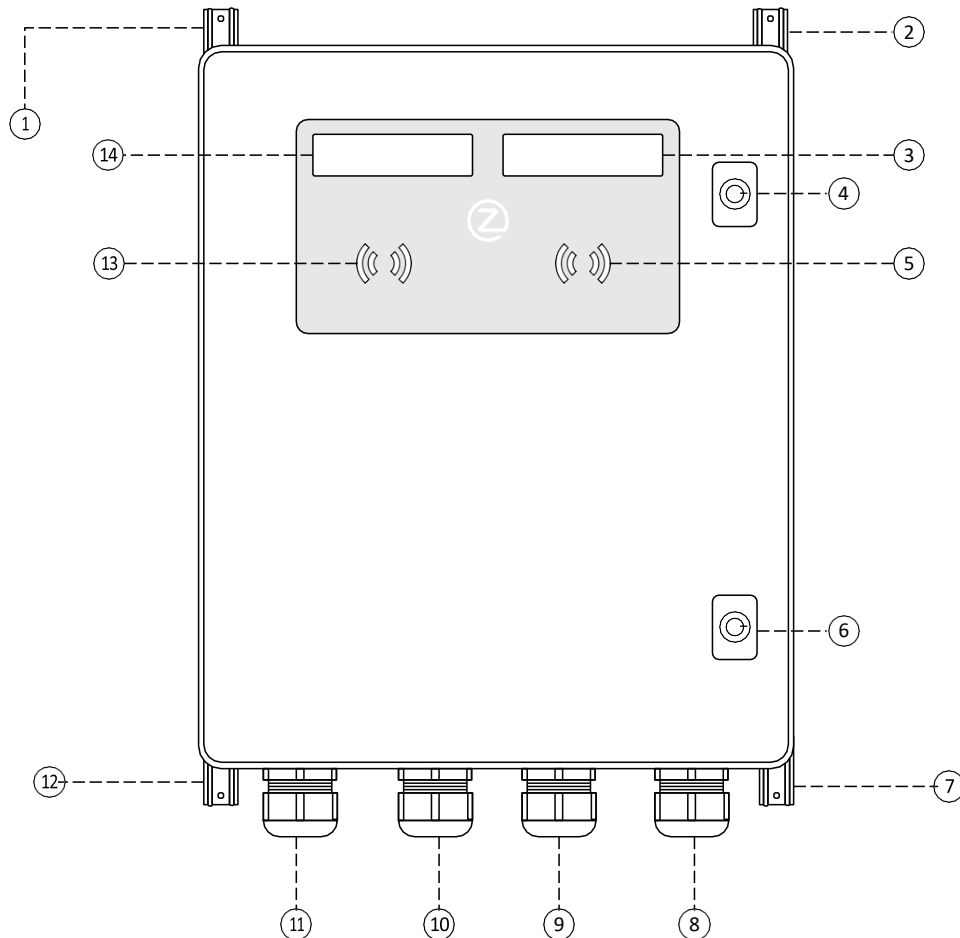


Figure 9: Front view

- | | |
|--|--|
| 1. Wall mount (top left): Mounting bracket for wall attachment | 8. Input for port cable (right charging port) |
| 2. Wall mount (top right): Mounting bracket for wall attachment | 9. Inlet for input cable |
| 3. Operational information screen (right charging port) | 10. Inlet for input cable |
| 4. Secure lock (enclosure access) | 11. Input for port cable (left charging port) |
| 5. RFID reader area (right charging port) | 12. Wall mount (bottom left): Mounting bracket for wall attachment |
| 6. Secure lock (enclosure access) | 13. RFID reader area (left charging port) |
| 7. Wall mount (bottom right): Mounting bracket for wall attachment | 14. Operational information screen (left charging port) |

Maintenance and configuration

G – Product internal view

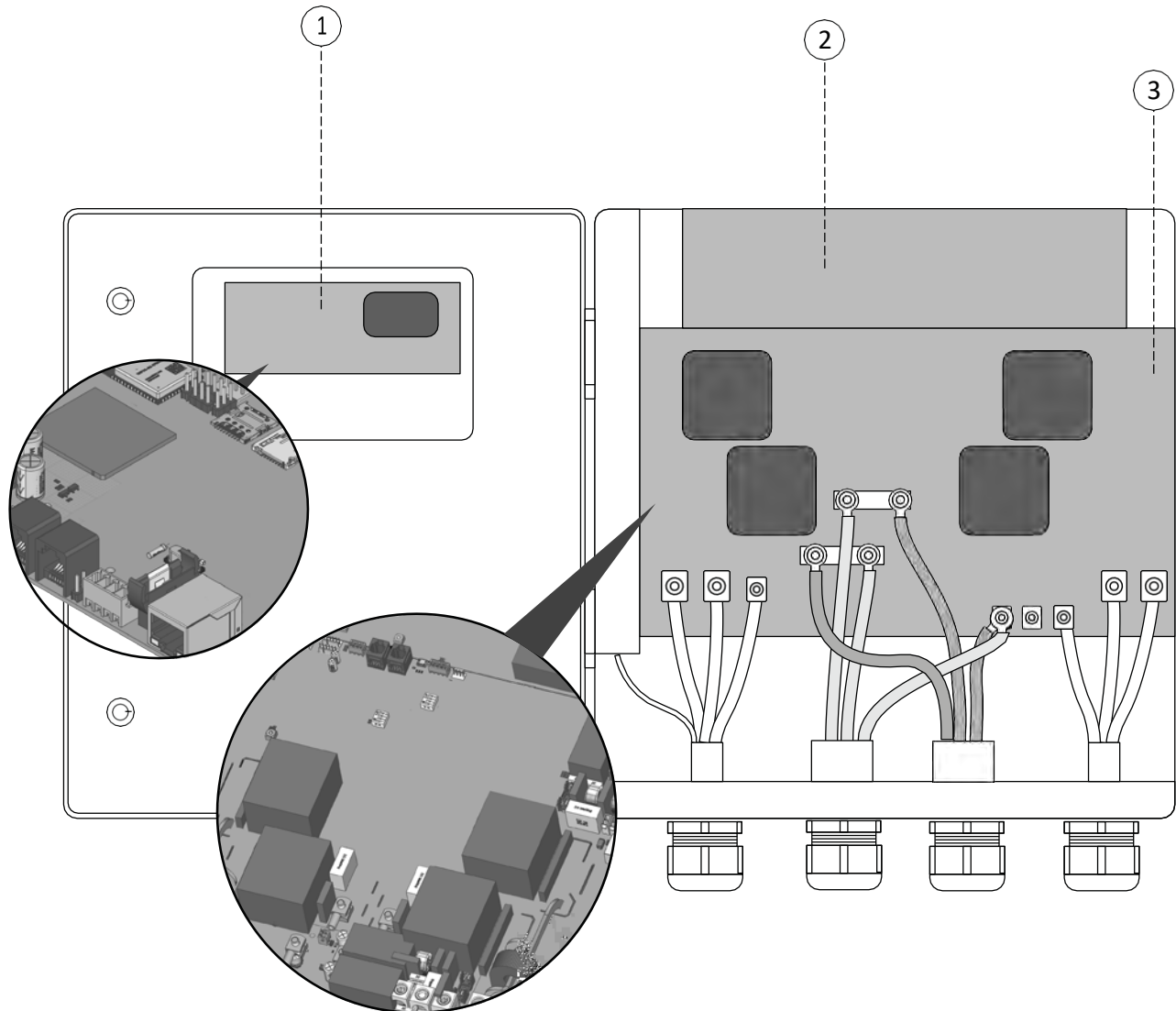


Figure 10: Detailed internal view of product

1. Master board - 100500: Required for network communication
2. Yellow beet - 100227: Hardware to enable ISO 15118 communication
3. Agent board - 100400: Required for power management

Maintenance and configuration

H – Agent board

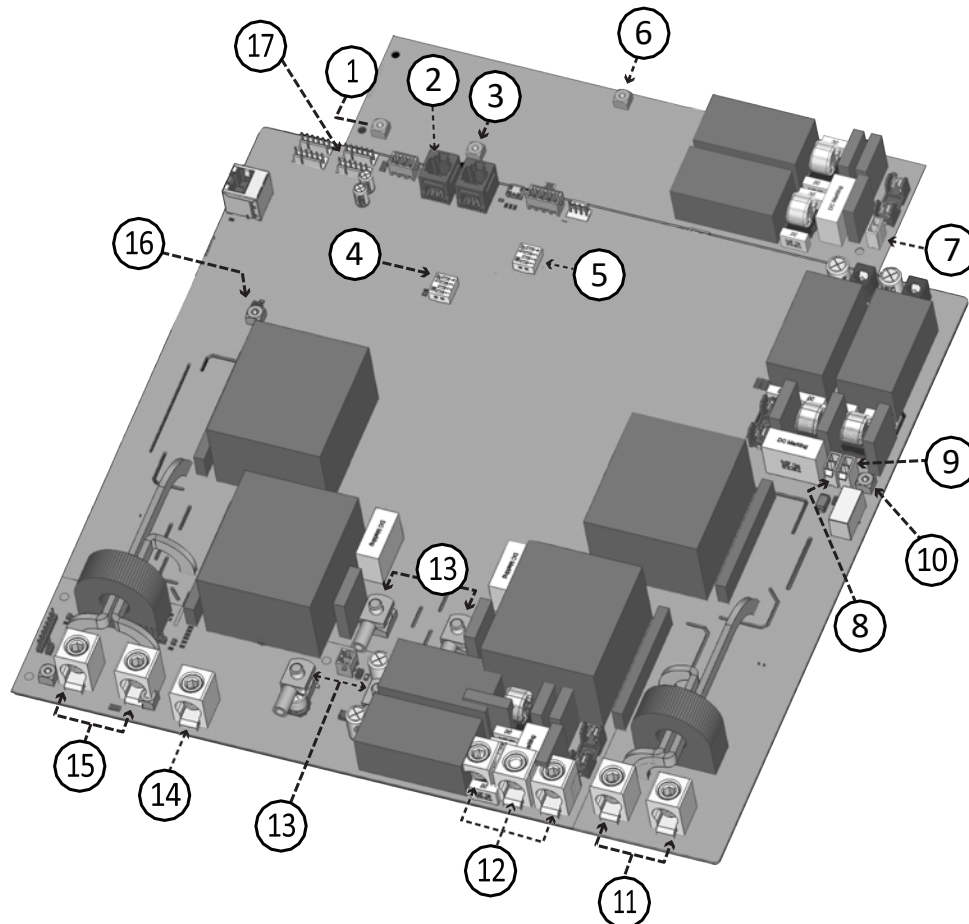


Figure 11: Labelled agent board components

- | | |
|--------------------------------------|----------------------------|
| 1. Channel 1 pilot signal | 9. Yellow beet supply |
| 2. Agent & master communication port | 10. Channel 2 pilot signal |
| 3. Channel 2 pilot signal | 11. Channel 2 output |
| 4. Dip switch set 1 | 12. Ground (earth) |
| 5. Dip switch set 2 | 13. Power input |
| 6. Ground (earth) | 14. Ground (earth) |
| 7. Yellow beet supply | 15. Channel 1 output |
| 8. Master board supply | 16. Channel 1 pilot signal |

Maintenance and configuration

I – Master board

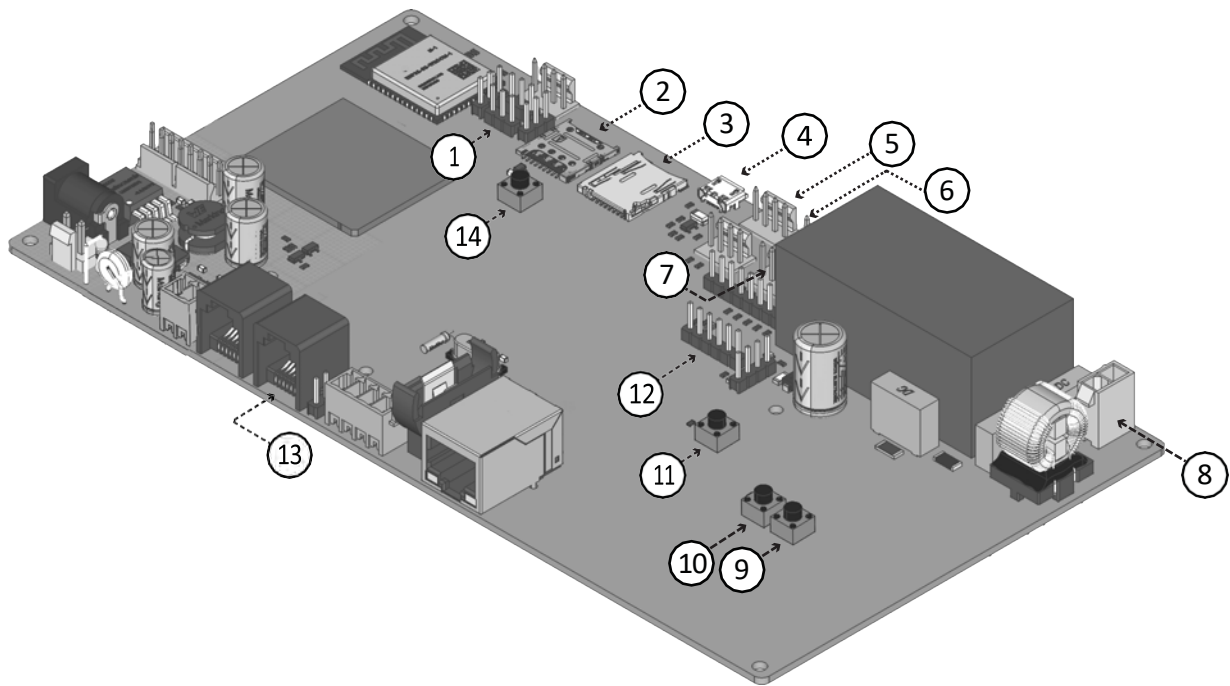


Figure 12: Labelled master board components

- | | |
|--|--|
| 1. ESP32 communication module | 9. SW-2 (no function, for future use) |
| 2. SIM card holder | 10. SW-1 (no function, for future use) |
| 3. SD card holder for local data storage | 11. SW-8 for resetting microcontroller |
| 4. Micro USB port (for future use) | 12. Programming connector (P19) |
| 5. ESP32 communication module | 13. SW-3 for resetting GSM module |
| 6. Channel 1 RFID module | 14. Agent & master board communication connector |
| 7. Channel 2 RFID module | |
| 8. Input supply | |

Maintenance and configuration

J – LED indicators

Agent board LED indicators

D2 LED	'RED' indicates for 12V.
D6 LED	'RED' indicates for 5V.
D10 LED	'ORANGE' indicates microcontroller is enabled.
D18 LED	'BLUE' indicates for 12V relay.
D19 LED (Back of agent board)	'GREEN' indicates status for channel 1 is charging.
D28 LED (Back of agent board)	'GREEN' indicates status for channel 2 is charging.

Master board LED indicators

D1 LED	'BLUE' indicates for network mode.
D2 LED	'GREEN' indicates agent-master communication is enabled.
D5 LED	'BLUE' indicates for network status.
D12 LED	'RED' indicates for 3.3V power.
D13 LED	'RED' indicates for 5V power.
D14 LED	'GREEN' indicates microcontroller is enabled.
D25 LED	'GREEN' indicates for online status.
D27 LED	'RED' indicates for 5V power.

Maintenance and configuration

K – DIP Switch Set configuration

Switch Set 1	Function
Switch 1	Current Configuration (40 Amp, 80 Amp)
Switch 2	Authentication Mode ON/OFF
Switch 3	Not Applicable (NA)
Switch 4	Not Applicable (NA)

Switch Set 2	Function
Switch 1	Not Applicable (NA)
Switch 2	Not Applicable (NA)
Switch 3	Not Applicable (NA)
Switch 4	Not Applicable (NA)

Configuration Details

- 80 Amp, Authentication not required: Set Switch Set 1 to 0000
- 80 Amp, Authentication required: Set Switch Set 1 to 0100
- 40 Amp, Authentication not required: Set Switch Set 1 to 1000
- 40 Amp, Authentication required: Set Switch Set 1 to 1100

Note: Switch positions are represented as 0 (OFF) and 1 (ON)

Maintenance and configuration

L – Instructions for updating charging configuration locally

1. Connect to EVSE Wi-Fi (PW: 123456789)
2. To access the configuration web page, follow the below instructions:
 - a. Open any web browser.
 - b. Enter the IP address 192.168.1.1 in the browser's address bar.
 - c. The configuration web page as in Figure 13 should appear.



The screenshot shows a web interface with five configuration fields, each with a 'Save' button to its right:

- OCCP PServer Save
- OCCP SServer Save
- Network APN Save
- Firmware URL Save
- Other Values Save

Figure 13: Configuration web page

3. Enter configuration values to the input fields in the page. The input needs to be saved for each configuration field.
 - a. In 'OCPP PServer' field: Enter the OCPP server URL link for the charger.
 - b. In 'OCPP SServer' field: Not applicable.
 - c. In 'Network APN' field: Enter the Network APN for the SIM card.
 - d. In 'Firmware URL' field: Enter the local firmware update link.
 - e. In 'Other Values' field: Use to set-reset the charger configuration according to the command as in table.

NOTE: If there are more than 1 ICE-80A Dual chargers within range of your computer when connecting in step 1, You may not be connecting to the desired charger. It is recommended that all other ICE-80A Dual chargers nearby be turned off to ensure Wi-Fi connection is to the desired unit.

Maintenance and configuration

L – Instructions for updating charging configuration locally contd.

Sr No.	Command	Type	Details
1	CP_ID: 'ChargerPointID'	String	Set Custom Charge Point ID
2	CP_ID: Reset	NA	Set the default charge point ID.
3	RBT: 'GSM Reboot Timeout'	Integer	Set the GSM module reboot timeout.
4	ResetUnit	NA	Perform hard reset.
5	QRCode: 'string'	String	Set new QR code.
6	LoadBalancing: 'string'	String (TRUE or FALSE only)	Set-reset load balancing flag.

4. Successful entries will trigger a buzzer sound.
5. Run power cycle for the unit.

Maintenance and configuration

M – Power board errors reported on LCD screen

LCD error message	Details
OTA Dld Fail xx%	OTA downloading failed after xx% progress.
OTA INSTAL FAIL	OTA installation failed.
Fault High Volt	System voltage is high beyond the higher threshold of 265V.
Fault Low Volt	System voltage is below the lower threshold of 165V.
Fault High Amps	Respective channel current is over the max current limit of 80 amps.
Fault Over Temp	Respective channel circuit temperature crossed the higher threshold of 70°C.
Fault Ground NC	System ground fault detected.
Fault CCID Erro	Respective channel CCID fault detected.
Fault Relay Weld	Respective channel relay weld fault detected.
Fault Over Alloc	Respective channel current is over the allocated current limit set by CMS/Dipswitch.
C x Suspended	Channel x charging suspended after current falls between 0.2A and 2A for 45 seconds, indicating charging is completed.



The Electric Vehicle Infrastructure Training Program

Presents this

Certificate of Completion

#4043046

of the 20 hour EVITP Installer Training Course

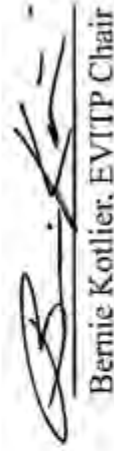
to

Gus Eleopoulos

Date of Certification 2024-03-28

Valid Through 2027-03-28


Jennifer Mcfford, EVITP Chair


Bernie Kotlier, EVITP Chair

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



1079236

License Number

Entity CORP

INCHARGE ENERGY INC

Business Name

Classification(s) C10 A

08/31/2027

Expiration Date

www.cslb.ca.gov



ICE-SAF-010	InCharge Injury and Illness Prevention Plan (IIPP)		
	Document kind	Revision	Document Status
	Procedure	Initial	Issued
	Prepared by	Security level	Effective date
	Michelle Brewer	Internal	11/04/2024

RESPONSIBILITY

The Injury and Illness Prevention Program (IIPP) administrator, Michelle Brewer has the authority and responsibility for implementing and maintaining this IIPP for InCharge Energy. Managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about the IIPP. A copy of this IIPP is available on the InCharge HSE SharePoint site.

COMPLIANCE

All workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. Our systems of ensuring that all workers comply with these practices include the following requirements:

- Inform workers of the provisions of our Injury and Illness Prevention Program (IIPP);
- Provide training to workers whose safety performance is deficient; and
- Discipline workers for failure to comply with safe and healthful work practices (based on our organization's disciplinary procedures). See ICE Fundamental Safety Rules and HR progressive discipline process.

COMMUNICATION

All managers and supervisors are responsible for communicating with all workers about occupational safety and health in a form readily understandable by all workers. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal.

Our communication system includes:

- New worker orientation including a discussion of safety and health policies and procedures.
- Regularly scheduled safety meetings.
- Management/Employee Safety Committee.
- A system for workers to report workplace hazards and submit safety improvement ideas.
- A system for managers/ supervisors to conduct safety observations and discuss safety with employees.

HAZARD ASSESSMENT

Periodic inspections are conducted to identify and evaluate workplace hazards and are performed by a competent observer in the following areas of our workplace

1. Richmond Production Area and Warehouses including Gordon
2. LA Service Office and warehouse
3. Santa Monica office building
4. Field inspections of jobsites

Periodic inspections are performed according to the following schedule:

- At the onset of our HSE program

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	Michelle Brewer	Internal		11/04/2024		

- When new substances, processes, procedures, or equipment, which present potential new hazards are introduced into our workplace.
- When new, previously unidentified hazards are recognized.
- When occupational injuries and illnesses occur.
- Whenever workplace conditions warrant an inspection; and,
- A full inspection/ audit is conducted annually at each physical location.

ACCIDENT/EXPOSURE INVESTIGATIONS

Incidents shall be investigated following the process in the ICE-SAF-004 Incident Reporting and Investigation procedure located on the HSE SharePoint. This shall include the use of the field accident report form and may include accident reports from the vehicle safety procedure. All incidents, hazard reports and safety improvement ideas will be documented in the Velocity EHS software system.

HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices, or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

- When observed or discovered.
- When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition; and
- Workers who are required to correct hazardous conditions are provided with the necessary protection.

TRAINING AND INSTRUCTION

All workers, including managers and supervisors, shall have training and instructions on general and job-specific safety and health practices. Training and instruction are provided:

- When the Injury and Illness Prevention Program (IIPP) is first established.
- To all new workers.
- To all workers given new job assignments for which training has not previously provided.
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
- Whenever the company is made aware of a new or previously unrecognized hazard.
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
- To all workers with respect to hazards specific to each employee's job assignment; and,
- On a frequency as required by each HSE procedure.
- Annually for anyone operating a company vehicle.

General workplace safety and health practices include, but are not limited to, the following:

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- Implementation and maintenance of the IIPP.
- Prevention of musculoskeletal disorders, including proper lifting techniques.
- Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
- Prohibiting horseplay, scuffling, or other acts that can adversely influence safety.
- Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment, and electrical panels.
- Proper reporting of hazards and accidents to supervisors.

RECORDKEEPING

Keep workplace safety records:

- Records of hazard assessment inspections, including the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the action taken to correct the identified unsafe conditions and work practices, are recorded on a hazard assessment and correction form; and maintained at for at least for one year.
- Documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, type(s) of training, and training providers. Records will be maintained for one year except for training records of employees who have worked for at least one year, which are provided to the employee upon termination of employment.

EMPLOYEE ACCESS TO THE IIPP

Our employees – or their designated representatives – have the right to examine and receive a copy of our IIPP. This will be accomplished by accessing the HSE SharePoint site.

1. Provide access in a reasonable time, place, and manner, but in no event later than five (5) business days after the request for access is received from an employee or designated representative.
 - Whenever an employee or designated representative requests a copy of the Program, we will provide the requester a printed copy of the Program, unless the employee or designated representative agrees to receive an electronic copy of the Program.
 - One printed copy of the Program will be provided free of charge. If the employee or designated representative requests additional copies of the Program within one (1) year of the previous request and the Program has not been updated with new information since the prior copy was provided, we may charge reasonable, non-discriminatory reproduction costs for the additional copies.
2. Provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the Program. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or coworkers. How to access the procedure is included in the training program.

Any copy provided to an employee, or their designated representative need not include any of the records of the steps taken to implement and maintain the written IIP Program.

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	Michelle Brewer	Internal		11/04/2024		

An employee must provide written authorization to make someone their “designated representative.” A recognized or certified collective bargaining agent will be treated automatically as a designated representative for the purpose of access to the company IIPP. The written authorization must include the following information:

- The name and signature of the employee authorizing the designated representative.
- The date of the request.
- The name of the designated representative.
- The date upon which the written authorization will expire (if less than 1 year).

REGULATORY/ STATUTORY CITATIONS

- A. Cal/OSHA Title 8 §3203. Injury and Illness Prevention Program requirement
<http://www.dir.ca.gov/Title8/3203.html>

APPENDICES/ ATTACHMENTS

- A. Workplace safety inspection sheet (optional)
 B. InCharge Policy on Health, Safety, Environment, And Security
 C. Employee Safety Orientation
 D. Sample Safety Orientation Checklist
 E. ICE-SAF-004 Incident Reporting and Investigation Procedure
 F. Field Investigation Form
 G. ICE-SAF-002 Vehicle Safety Procedure

REVISION HISTORY

REV.	APPROVED DATE	REVIEWERS	APPROVER	REVISION DESCRIPTION	EFFECTIVE DATE
1.0	11/4/2024	Gina Elia Van Wilkins	Terry O'Day	Initial document	11/4/2024

 InCharge™	Injury and Illness Prevention Plan (IIPP)		
ICE-SAF-010	Document kind Procedure	Revision Initial	Document Status Issued
	Prepared by Michelle Brewer	Security level Internal	Effective date 11/04/2024

WORKPLACE SAFETY INSPECTION CHECKLIST (optional template)

Building location: _____ Date: _____

Inspected by: _____

Description	Yes	No	Comments	Correction Date
Programs and Posters				
Injury and Illness Prevention Program (IIPP or safety program)?				
Hazard Communication Program (Hazcom)?				
Lock Out Tag Out Program (LOTO)?				
Emergency Action Program (EAP)?				
Exit routes and key response people and phone numbers posted?				
Report of unsafe conditions form available to employees?				
Local clinic with Medical Provider Network (MPN) posted?				
Federal and State All-in-One Poster for the current year?				
Cal/OSHA Log 300A summary for previous year (post from February 1 until April 30)?				
Are Certificates of Insurance current and on file for contractors, service companies, and tenants?				
Office areas				
Are desk chairs adjustable, i.e. seat, seatback, and armrest height?				
Are frequent phone users provided with headsets?				
Is office furniture set up ergonomically for the user – wrists in a neutral position?				
Are power strips not daisy-chained (connected)?				
General Emergency Preparedness/Response				
Are first aid kits in place and adequately stocked with bandages (or meds such as aspirin or Tylenol)?				
Has a fire, earthquake, or other emergency response drill been conducted in the past 12 months?				
Are earthquake response supplies available?				
Life Safety				
Are exit corridors, doorways, and stairs unobstructed?				
Is panic hardware in place for exit doors and in working condition?				
Are exits marked and illuminated?				
Is the emergency lighting system in place and working?				
Electrical				
Are electrical cords in good condition; and only for temporary use (<90 days)?				

	Injury and Illness Prevention Plan (IIPP)		
ICE-SAF-010	Document kind Procedure	Revision Initial	Document Status Issued
	Prepared by Michelle Brewer	Security level Internal	Effective date 11/04/2024

Description	Yes	No	Comments	Correction Date
Where work with portable tools/electrical cords are in wet areas, are ground fault circuit interrupters used?				
Do electrical junction, switch, and receptacle boxes have covers that are tightly closed?				
Are outlets in good condition and with no missing covers?				
Are switches clearly marked with their purpose if not obvious?				
Are circuit breakers labeled with their functions and all covers complete (no blanks) and in place?				
Is there a clear 36" access around all electrical panels?				
Fire Safety				
Is there at least an 18" clearance between the fire sprinkler heads, storage, and shelving?				
Portable fire extinguishers provided throughout and clearly marked?				
Portable fire extinguishers recharged at least annually, tagged, signed off monthly? Gauges show them as fully charged?				
Have employees been trained on the use of portable fire extinguishers within the past year?				
Housekeeping/Maintenance				
Are walking surfaces free of tripping and slipping hazards?				
Are combustibles maintained in an orderly and neat fashion throughout; excess paper and trash removed daily?				
Shop				
Is machinery secured and guarded?				
Are proper tools and equipment provided?				
Is proper personal protective equipment (PPE) provided and used - gloves, safety glasses, goggles, face shields, slip-resistant footwear, etc.?				
Ladders inspected regularly and employees trained in their use?				
Are carts or hand trucks provided for moving heavy equipment?				
Employees get help if they have to lift heavy items?				
Are Safety Data Sheets (SDSs) easily accessible to employees for all chemicals?				
Is staff trained in the proper handling of chemicals?				
Are containers clearly labeled and tightly closed?				
Are flammable liquids stored in a flammable storage cabinet?				

ICE-SAF-010	InCharge [™]			Injury and Illness Prevention Plan (IIPP)		
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	Michelle Brewer	Internal		11/04/2024		

Description	Yes	No	Comments	Correction Date
Eyewash station nearby areas where chemicals are dispensed?				
Storage Areas				
Are delivered supplies stored immediately?				
Are objects stored with heaviest on the bottom and lightest on top?				
Are shelves secured to prevent falling?				
Do storage racks appear in good condition?				
Are items stored neatly?				
Are compressed gas cylinders secured?				
Are oxygen cylinders kept at least 20 feet from fuel gas cylinders?				
Are cylinder valves capped and completely closed when stored?				
Mezzanines - guard rails installed if used for storage?				
Are the maximum safe load limits of floors within buildings and structures posted?				
Parking areas				
Overhead doors operational?				
Is there adequate lighting?				
Wheel stops/speed bumps secured/painted a contrasting color?				
Gas meters and electrical panels protected to prevent damage from vehicles, i.e., concrete posts?				
Surfaces free of potholes and uneven surfaces?				
Garbage area clean - no broken glass or slippery liquids?				
Dumpster lids kept closed and wheels locked?				
Employees get help with full trash cans?				

Are there any facilities or equipment issues in need of repair or attention not noted above?

Additional Comments:

InCharge Policy on Health, Safety, Environment, And Security

We are committed to putting Health, Safety, Environment, and Security at the heart of all our activities, including materials sourcing, product design, operations, and services. We achieve this by operating under the following guiding principles:

- We believe all incidents are preventable and we promote health, safety, and environmental excellence on and off the job.

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- We conduct our business in a manner that meets or exceeds all applicable laws and regulations to minimize risk to our personnel, the public, and the environment.
- We ensure that all personnel understand and accept their respective roles and responsibilities in continuously improving our Health, Safety and Environmental performance, as well as holding one another accountable relative to such roles and responsibilities.
- We endeavor to only do business with companies and contractors that share our Health, Safety and Environment commitment and we regularly assess their performance.
- We expect personnel to report and communicate risks, potential hazards, incidents and near misses. We take all reports seriously and fully investigate to identify facts relative to the reporting of all incidents and issues.

In addition to fulfilling our compliance obligations to legal and other requirements, we commit to:

- Provide safe and healthy working conditions to prevent incidents and work-related illness and identify opportunities to eliminate hazards and reduce risks and adverse impacts by systematically identifying, assessing, and prioritizing risks and applying risk control and monitoring systems.
- Protect and prevent undesired effects on the environment, increase resource efficiency, including energy, water, materials, and support efforts to combat climate change.
- Ensure the availability of information, instruction, training, and supervision to support the development of key competencies and skills of our workforce.
- Track and analyze our performance across our operations, and ensure we learn from and invest in our people and resources to achieve our objectives and targets related to HSE & Security.

At InCharge Energy, we believe all personnel are responsible and accountable for Health, Safety and Environmental performance. We recognize HSE and Security as a foundation to drive our future success, and we pledge to take the steps necessary to ensure the safety of those who work for or with InCharge.

ICE-SAF-010	InCharge [™]		
	Injury and Illness Prevention Plan (IIPP)		
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EMPLOYEE SAFETY ORIENTATION

It is vitally important for an employer to promptly provide comprehensive safety orientation for all new employees. When a new employee reports to work, the individual immediately begins gathering information and forms impressions about the company, the job assignment, management, and co-workers.

Normally orientation begins with the Human Resources department or a representative from top management. Every new employee should be shown how to access the company safety program that includes a policy statement. This will help communicate management's commitment and leadership to job safety and health. To establish a positive safety attitude, management must discuss and reinforce the following with every employee:

- The company is committed to providing a safe and healthy working environment for all the employees;
- Management is sincerely interested in the prevention of accidents;
- Although accidents can occur, they are usually preventable;
- All employees are required to report unsafe conditions or unsafe practices to their immediate supervisor;
- Management does not expect an employee to perform a job assignment that is not safe;
- All injuries, no matter how minor, and any near misses, must be reported to the immediate supervisor;
- Supervisors will be responsible for providing detailed job instructions and no employee is expected to perform an assignment until proper instructions have been given, and the assignment has been authorized by the supervisor; and
- Explain supervisors' responsibilities with respect to safety. This includes making certain that a new employee fully understands that supervisors are responsible and accountable for job instructions along with assuring safe working procedures and conditions.

When a new employee reports for the first time to his/her immediate supervisor, the supervisor must provide complete job instructions, a review and reinforcement of the general company safety policies, and include the following:

- Safety record of the company;
- Safety activities performed both by the company and department;
- Introduction to safety committee representative; and
- Safety rules and procedures, including disciplinary measures.

A very important step for a supervisor to take is to review the individual employee's skills, knowledge, and experience prior to giving job instructions. Do not take anything for granted and mistakenly assume the employee has received proper training from previous employers and is therefore capable of performing a job assignment safely. Once the supervisor has verified to his/her satisfaction the level of training, knowledge, and skills that the employee has, he/she can begin providing the employee specific job instructions with emphasis on hazardous exposures and conditions.

The supervisor then should have the employee explain and execute those instructions until the supervisor is completely satisfied that instructions have been understood.

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Sample Safety Orientation Checklist
(Save a copy and modify to the role being filled)

1. Clothing and Attire ☐ Footwear: Discuss type required/permitted. ☐ Personal Clothing: Discuss requirements and hazards of loose fitting clothes and jewelry. ☐ Discuss hazard of hair length around equipment. ☐ Safety Equipment: Discuss and issue required personal protective equipment. Instruct on proper use. 2. Material Handling ☐ Lifting in general: Discuss common sense lifting tips. ☐ Assessing the weight before lifting. ☐ Check for labels giving weight information. ☐ Performing a test tug or lift before trying to fully lift and/or carry it. ☐ Use material handling equipment or ask for help. ☐ Demonstrate the correct way to lift, push, pull, or move every type of item that the employee will be expected to handle. ☐ Storage handling: Review items that are sharp, fragile, caustic, slippery, etc., or that may provide special lifting, moving, or handling problems. ☐ Identify items requiring gloves or other protective devices. ☐ Material storage: Show where materials, pallets, etc., may and may not be stored. 3. Facility Orientation ☐ Take employee on a tour of the facility to familiarize employee with the locations of: ☐ Emergency exits ☐ Fire extinguishers ☐ Alarms ☐ Fire hoses ☐ First aid kits ☐ Emergency supplies ☐ Demonstrate how to use firefighting equipment 4. Hazardous Substances/Materials ☐ Review with the employee all hazardous substances or materials used or stored throughout the facilities.	☐ Review personal protection equipment required to handle hazardous materials. ☐ Review proper handling and storage of chemicals. ☐ Review proper handling and storage of flammable liquids. ☐ Review proper handling and storage of hazardous waste materials. 5. Equipment ☐ Review the proper use and operation of all equipment to be used by the employee. ☐ Forklift ☐ Other material moving equipment ☐ Ladders ☐ Knives ☐ Power tools ☐ Hand tools List other equipment discussed: _____ _____ _____ _____ _____ 6. Accidents and Unsafe Conditions ☐ Discuss the importance of accident prevention and reporting. ☐ Review company policies and procedures on reporting and investigating injuries. ☐ Review how to report unsafe conditions. ☐ Review responsibilities for correcting unsafe housekeeping conditions. 7. Review Safety Rules ☐ Review safety rules and enforcement policy. ☐ Review disciplinary procedures.
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Trainer _____ Trainee _____ Training Date _____

MARCUS KILGO

909-492-5696 | marcus.kilgo@inchargeus.com | Moreno Valley, CA

WORK EXPERIENCE

InCharge Energy, Remote, CA

Director of Project Management

Oct 2022 - Present

- Responsible for site safety initiatives, schedule creation and deadline adherence, plan set design from site assessment and meeting monthly revenue goals through executed projects.
- Managed multiple projects involving electrical infrastructure. Collaborate with our interdisciplinary teams to develop, review and support projects in through the project life-cycle.
- Monitored project progress (schedule, budget, risks) and implementation of corrective measures utilizing Salesforce for the CRM and Teams meetings.
- Managed contracts with 3rd party contractors; optimized WIP of \$41M; Oversaw projects in CA, HI, NV, AZ, CO, and WY.

Grow Glide, Riverside, CA

President and CEO

Dec 2021 – Oct 2022

- 5 direct reports, driven to close 15 to 35 projects every quarter.
- Strategically establish Installation Partnerships to serve 20 states in the U.S. Develop SUB contractors in our ecosystem for rapid deployable teams to serves those states.
- Implement the job package bidding process to control the costs of Installation. Creating a \$1.5 million in savings and \$250K in deferred revenue, until the projects close; in 120 days with the company.

EthosEnergy Group, Remote, CA

Project Manager

Oct 2018 – Dec 2021

- Managed projects up to \$22M, monitoring scope, schedule, and cost; Developed control procedures, EVM templates, and standardized documentation.
- Captured \$100K/month in scope creep through process improvements; Served as the signatory for LAX, PSP, LGB, and SAN Airports.
- RFI, RFP (Bids documents), SOV (monthly billing), and change order processes (changelog and signed authorizations). Build business cases and justifications.

Analytical Industries Inc, Pomona, CA

Sales Engineer

Jan 2016 – Aug 2018

- Shaped new selling techniques to reach our target markets, teaching the product during product hand-off, and quality (ISO9001) of the brand (CCB) for redesign model during new channels to vendors (public works).
- Rehabilitated customer experience and product hand-off implementation. 3.5 Million in annual billing.

OP Products, Inc

Operations Manager

Jul 2010 – Dec 2015

- Directed the administrative, logistics, customer experience, resource (physical and human) management, and KPI for process improvement.
- Redesign processes for continuous improvement and quality assurance.
- Analyze and determine regulatory impacts and requirements of the project.
- Spearheaded production redesign to equipment continuous improvement from root cause analysis.

EDUCATION

Florida Institute of Technology, Melbourne, FL

MBA in Project Management

ECPI University, Virginia Beach, VA

BS in Electronics Engineering

MARCUS KILGO

909-492-5696 | marcus.kilgo@inchargeus.com | Moreno Valley, CA

CERTIFICATIONS AND SKILLS

- **Certification:** Project Management Professional (PMP), Certified ScrumMaster (CSM), Lean Six Sigma Black Belt (LSSBB), OSHA 30
- **Skills:** Project Management, Manufacturing, Cost and Process Control, Material Handling, Customer Service

CAL CRADER, P.E

573-380-7900 | cal.crader@inchargeus.com | Sikeston, MO

WORK EXPERIENCE

InCharge Energy, Inc.

Electrical Infrastructure Engineer

Jul 2024 - Present

- Provide Engineering Design, review, and analysis of EV Charging infrastructure projects
- Manage engineering projects and deliver them on time. Define customer needs and requirements
- Ensure that installations and applications are in line with customer needs and safety standards
- Collaborate with engineers and technicians to design and apply new system processes. Mentor and train engineers and designers.
- Perform quality and performance analysis on new and legacy depots
- Summarize data and report on test results. Examine needs on new equipment, calculate costs and help prepare budgets. Monitor maintenance and inspection plans

SE Energy, LLC

CEO/Partner

Sep 2015 – Mar 2024

- Oversaw startup and management of specialty electrical contractor focused on utility, power generation and heavy industrial markets.
- Developed and implemented plans and practices to operate a distributed workforce.
- Oversaw day to day operations of business office and provided oversight to division and project teams.
- Oversaw day to day operations of business office and provided oversight to division and project teams.
- Primary Focus Areas: Bus Division - Installation, maintenance, modifications and emergency repairs to isolated phase bus duct and other bus duct systems; Power Services Division – Installation of power plant control systems, static exciters, substations, medium voltage switchgear, transformers, protective relaying, microgrid controllers and utility scale inverters, solar and battery energy storage systems.

Schneider Electric Company

Project Manager/Project Engineer

Mar 2012 – Sep 2015

- Managed utility, power generation and heavy industrial projects.
- Provided engineering support to other project teams.
- Developed new projects for microgrids, inverters and battery energy storage systems

Associated Electric Cooperative, Inc.

Senior Electrical Engineer, New Madrid Power Plant

Aug 2008 – Mar 2012

- Electrical maintenance of turbo generators, plant electrical systems
- NERC compliance as related to generator protection systems.
- Implementation of NFPA 70E electrical safe work practices
- Management of O&M and capital projects and budgets.
- EPRI Program Manager
- Supervision of bargaining unit employees and outside contractors.
- Development of project plans and preparation of budget requests

EDUCATION

University of Missouri, Columbia

Bachelor of Science in Electrical Engineering

2024

CERTIFICATIONS AND SKILLS

- **Professional Registrations:** Registered Professional Engineer (Missouri, Florida, Texas, California)
- **Software Skills:** ETAP, SKM, PVSYST, Helioscope, AutoCAD, REVIT, Microsoft Office/365, Microsoft Project, Primavera, Smartsheet, Trimble Accubid Pro, Adobe
- **Leadership and Achievements:** Eagle Scout (1995), Member IEEE (2000-Present)

CODY TOWLES

202-591-7416 | cody.towles@inchargeus.com | Columbia, SC

WORK EXPERIENCE

InCharge Energy, Richmond, VA

Eastern Region Operations

Jul 2023 - Present

- Developed numerous Standard Operating Procedures for Equipment and Turnkey Projects.
- Manage an engineering, Estimator, and project manager team to deliver EVCharging Turnkey solutions across North America.

Parallel

Senior Director Capital Projects

Nov 2021 – Jul 2023

- Managed 70+ leases covering 1.2M sqft with various landlords across four markets (states), including reimbursements, leasehold improvements, progress updates, negotiations, CAM adjustments and other routine matters.
- Managed a team of engineering and construction professionals to build out a Capital Project Delivery Team including Project Controls and Document Management.
- Managed facility budgets and overall spend, including development and implementation of budget versus spend procedures and various facility specific KPIs.
- SOPs: Developed and implemented numerous SOPs including a Capital Stage Gate Procedure (Business Case through Turnover), Construction Management, Commissioning and Project Closeout Procedure, Delegation of Authority, Property Management, Fixed Asset Management, Facilities Management, Documentation Management.
- Created standardized AOR/EOR/General Contractor contracts and standard master service agreements to improve contractual terms and conditions and reduce organizational risk.
- Spearheaded integration of various software platforms (Construction, CMMS, COIs, etc.) with native ERP.
- Led the development of the capital projects accounting procedure to properly capture and code all capital expenditures to the General Ledger including

Director, Construction

Mar 2021 – Oct 2021

- Rapidly ramped knowledge of new industry, earning an expanded scope within 8 months to lead Capital Projects team across 4 markets to deliver and prioritize high priority investments in a constrained capital environment during financial restructuring. Manage team of numerous engineering and construction professionals, contractors and consultants.

Millenium Challenge Corporation, Washington, D.C.

Director, Infrastructure

Oct 2017 – Mar 2021

Associate Director, Infrastructure

Oct 2013 – Sep 2017

Senior Program Officer, Infrastructure

Oct 2010 – Sep 2013

Program Officer, Infrastructure & Environment

Mar 2008 – Sep 2010

- Culminated 13-year tenure developing, implementing, and closing out numerous multimillion-dollar capital investments from initial business case development through board approval, setting up and hiring the project organization and team (including direct reports, consultants, and construction contractors) to generate targeted economic rates of return.
- Built knowledge base across diverse technical disciplines—ports, roads, buildings, dams, irrigations systems, etc.—to effectively structure deals and contracts, and hire/manage qualified teams. Used French-speaking skills as primary operational language throughout tenure.
- Led project development process for numerous projects from inception through economic/financial analysis through project design and implementation.
- Negotiated project agreements with an average value of \$300 million with senior level government officials/ministers on behalf of the US Government.
- Established, recruited, trained, and managed engineering and construction project teams; implemented quality assurance programs and procedures (ISO 9001 equivalent) for each program to ensure consistency and speed of execution.
- Managed organizational change during project implementation, including reductions in inefficient project personnel to better align the team with the project delivery objectives.

CODY TOWLES

202-591-7416 | cody.towles@inchargeus.com | Columbia, SC

- Served as lead on notable projects, including Tunisia Transport and Trade Facilitation Project (\$300M) Maritime, Abidjan Transport Project (\$300M) Urban Transport, Senegal Roads Rehabilitation Project (\$325M), Nepal Road Maintenance Project (\$55M), and Burkina Faso Water Management and Irrigation Project (\$100M).
- Championed project lifecycle cost analysis from project investment, planning and procurement strategy incorporating all multi-disciplinary sectors for infrastructure projects ranging from \$50M to \$350M USD in various technical fields (transport, maritime, irrigation, facilities). Developed and implemented numerous infrastructure asset management systems.

Skanska, Virginia

Field Engineer

Jul 2003 – Jul 2004

Greenhorne & O'Mara Engineering, Washington, D.C.

Field Engineer

Jun 2002 – Jun 2003

Peace Corps, United States

Water Sanitation Agent

Aug 1999 – Dec 2001

EDUCATION

École de Technologié Supérieure, Montreal, QC

Doctor of Philosophy (PhD), Civil Engineering/Asset Management

2014 – 2017

Columbia University, New York, NY

Master's Degree (MS), Advanced Policy & Economic Analysis

2014 – 2017

Clemenson University, Clemenson, SC

Bachelor's Degree (BS), Construction Management

2014 – 2017

CERTIFICATIONS AND SKILLS

- **Training & Certification:** Project Management Professional (PMP, 2010 to present); Certificate Stanford Certified Project Manager (SCPM); FIDIC Red Book (Design Bid Build) and Yellow Book (Design Build) Modules 1, 2, and 3; Extensive experience with AIA Design Build, Design Bid Build and Design contracts
- **Technology:**
 - o Construction: Procore, Aconex, Unifier, Yardi
 - o Scheduling/Cost: Project Primavera (P6), MS Project, Smartsheets
 - o CMMS: Hippo, Upkeep, MaintainX, Yardi
 - o ERP: Sage, Dynamics, Yardi
 - o Basic: Microsoft Word, Excel, PowerPoint, Access, Visio
 - o Others: ArcGIS Online, Trustlayer, Leasequery, HDM4
- **Languages:** French (High Proficiency), Mandarin (Medium Proficiency)

ERICA MADDEN

714-350-8718 | erica.madden@inchargeus.com | Los Angeles, CA

WORK EXPERIENCE

COOP by Ryder, Los Angeles, CA

Regional Account Executive

Feb 2023 – Mar 2024

- Serves as the primary point of contact for State, Local, Education, Port, and Utility (SLED) fleet customers in the Western US, fostering strong, enduring client relationships.
- Negotiates and closes complex contracts, driving revenue growth and increasing customer engagement within the SLED and Utilities sectors.
- Proactively identifies and pursues new business opportunities within existing accounts, consistently meeting or exceeding sales quotas.
- Utilizes Salesforce for accurate sales forecasting, customer relationship management, and tracking of sales activities.

COOP by Ryder, Los Angeles, CA

Business Development Manager, National

Feb 2023 – Mar 2024

- Consistently exceeded 200% of monthly sales goals for 10 consecutive months, ranking as a top sales representative.
- Grew territory by 600% in three months and built a book of business with over 300 active accounts.
- Drove app sales, created logistics solutions for clients, and collaborated with Fortune 100 companies like UPS.
- Successfully transitioned new accounts into loyal customers, driving repeat business revenue.
- Provided training and mentorship to new customer success team members.

Market Manager, U.S. Western Region

Aug 2022 – Jan 2023

- Maintain regular and consistent contact with existing customers to support user experience
- Serve as a facilitator between internal and external customer base to drive revenue growth
- Effectively transition new accounts into a loyal customer base
- Focus on reservation and inventory management to support user experience
- Ensure the placement and fulfillment of reservations to drive customer transactions
- Routinely monitor inventory health, vehicle uploads, and scalability
- Monitor CSI results by account. Conduct regularly scheduled customer meetings for continuous improvement

Customer Success Manager

Dec 2021 – Aug 2022

- Manage a book of business to generate repeat business from existing COOP customers through phone and email engagements
- Generate activity to highlight key areas of interest. Set up follow-up activities to keep prospects engaged
- Load all customer interactions into CRM and setup proper follow-up activities for optimum account conversion
- Guide interested prospects through a platform demo. Use customer knowledge gained through lead
- Help coordinate first time and repeat rental transactions with COOP owners and renters

Westlake Village Inn- The Stonehaus & Mediterraneo, Westlake Village, CA

Job Title

Aug 2017 – Mar 2021

- Managing a staff of 70+ employees on a daily basis
- Managing a restaurant/winery that generated \$17 million in yearly revenue
- Complete all closing and/or opening procedures to company standards
- Directly supervise assigned employees. Responsibilities include training all employees including new assistant managers; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems
- Oversaw alcohol compliance and customer service training, ensuring compliance with all federal, state, local policies
- Timely communication of inventory, cash handling, revenue reports, safety and customer matters
- Maintains and inventories all product in preparation of inventory ordering at the end of every month
- Assist in scheduling staff, voids/closing comps, liquor pulls, cutting staffing levels, checking out all staff

ERICA MADDEN

714-350-8718 | erica.madden@inchargeus.com | Los Angeles, CA

EDUCATION

The University of Alabama, Tuscaloosa, AL

BA Business Administration

Aug 2015 – May 2017

SKILLS

- Sales Presentations Critical Thinking, Portfolio Making, Programming, Word Excel, Communication, Problem Solving, Customer Service, Skills, Management, Organization

GUS ELEOPOULOS

562-682-0936 | gus.eleopoulos@inchargeus.com | Long Beach, CA

WORK EXPERIENCE

InCharge Energy, Remote, CA

Service Field Supervisor

July 2023 - Present

- Supervises and coordinates daily field service operations for EV charging infrastructure, ensuring efficient installation, maintenance, and repair.
- Leads a team of technicians, providing technical guidance and training to optimize performance and adherence to safety standards.
- Manages project timelines and resources, achieving on-time completion of service deployments and minimizing downtime.
- Leverages EVTIP certification to ensure compliance with industry best practices and safety regulations for EV charging systems.

ELEO ELECTRIC, INC., Long Beach, CA

President and CEO

May 2003 – Present

- Plan and direct electrical components of commercial, industrial, and residential construction and renovation projects.
- Oversee installation of photovoltaic (PV) systems for military clients, coordinate installation of DCFC (Level 3 chargers) and Superchargers with city, MEP inspector to conduct annual commercial building inspections
- Develop work schedules for seven general laborers and 35 subcontractors.
- Manage bidding process, review proposals and contracts. Develop and review requests for information (RFI), create and submit responses to Requests for Proposals (RFPs).
- Collaborate and communicate with third-party vendors and national service providers.
- Key Projects:
 - o Electrical and Data Systems Installation
 - Budget: \$20k to \$500k • Design and installation of electrical and data cabling systems
 - Supervised logistics and installation at numerous military facilities in western US to assist special forces with urban assault training.
 - Ensured correct equipment functioning prior to turnover by coordinating testing.
 - o US Army Reserves Secured Data Storage/Installation
 - Budget: \$75,000 • Installation of 1" thick safe with secured data lines from server (in safe) to offices in "Marked" conduit with tamper-proof fittings and connectors
 - Met client electrical and information technology objectives through successful commissioning at several Southern California bases.
 - o Restaurant Interior Demo/Buildout
 - Complete interior demo to final install, including MEP, framing, tile, brick, fire sprinklers, parking lot and installation of fire sprinklers from street to property
 - Achieved all goals for project including on time, on budget delivery, while ensuring compliance with all applicable requirements for safety, code, etc.

XG Communities, Newport Beach, CA

Construction Project Manager

Jun 2022 – Jun 2023

- Provide electrical installations to new sites and 5G upgrades.
- Install new Meter/Mains as necessary and additional
- panels for power/Generators, and batteries.
- Work with Verizon, T-Mobile, AT&T, and Dish personnel to complete projects.

BetaCom, Seattle, WA

Project Manager

Jul 2020 – Feb 2023

- Provided efficient construction project management of tasks for large EV installations for Electrify America for SuperChargers (and others) including directing and supervising multiple contractors, schedules.
- Aligned projects to include Battery Systems (BESS) and Solar. Meet with owners, inspectors, AHJ to align work flow and job completion.

GUS ELEOPOULOS

562-682-0936 | gus.eleopoulos@inchargeus.com | Long Beach, CA

- Work along with Original Contractors and Site Managers to “get the job done”. Submitted daily safety reports and weekly tracking reports. CM for 5G upgrades for TMO, to replacing antennas on towers and upgrading electronic in cabinets

B.A. FANS, Anaheim, CA

Project Manager

Feb 2016 – Nov 2018

- Provided efficient project management of tasks for large fan installations including directing and supervising multiple crews, developing work schedules with key project stakeholders, coordinating necessary inspections and safety checks. Repaired and replaced faulty equipment including VFDs, wall controllers, and fire relays. Created and submitted monthly and weekly reports.
- Ensured customer satisfaction by correctly installing and testing equipment for Crunch Fitness, Fitness 19, and Planet Fitness.

EV Connect, Los Angeles, CA

Project Manager

Nov 2011 – Feb 2018

- Managed multiple complex electric vehicle charging station projects for governmental agencies/jurisdictions at malls
- and parking lots in California, Texas, Florida, Washington, and New York.
- Developed site plans and estimates, coordinated and collaborated with subcontractors and material suppliers.
- Monitored daily project progress; assured compliance with local and state building codes, insurance requirements, and safety regulations; oversaw punch list process; and communicated with key project stakeholders. Created and implemented sales plans, developed and submitted RFI and RFP responses.
- Key Project: Electric Vehicle Charging Stations
 - Budget: Varied - \$250,000 average per site • Installation
- Delivered on client technology objectives by designing, engineering, and installing stations with Eaton, Clipper Creek, Charge Point, Schneider, and Leviton ESVEs.
- Successfully managed crews, subcontractors, and materials suppliers to complete projects as large as 28 stations within budget and on schedule.

EDUCATION

California State University Long Beach, CA

BS in Mathematics and Computer Science

CERTIFICATIONS AND SKILLS

- **Certification:** EVTIP (#4043046)
- **Skills:** Customer Service, Cost Control, Risk Mitigation, Team Leadership, Prioritization & Scheduling, Estimating & Bidding, Stakeholder Communication, Quality Assurance/Control, Renewable Energy, Safety, Regulatory Compliance, MS Office



InCharge Energy, Inc. Standard Warranty Agreement Terms and Conditions

This Standard Warranty Agreement ("Agreement") is entered into by and between InCharge Energy, Inc. ("InCharge") and the customer ("Customer") for the provision of electric vehicle supply equipment ("EVSE") services. This Standard Warranty applies to customers who purchased electric vehicle supply equipment ("EVSE") and/or related products (as applicable, a "Product") from InCharge Energy or one of its authorized reseller, defined as entities with an executed reseller agreement with InCharge.

1. Definitions

1.1 "Electric Vehicle Supply Equipment (EVSE)" refers to the charging station itself, including the connector, cable(s), and control circuitry.

1.5 "Truck roll" is when an InCharge technician is dispatched to a Customer site for a maintenance event.

2. Standard Parts Only Warranty

Subject to the conditions set forth below, InCharge warrants to the original purchaser of the product that all EVSE and Products will be free from any defects in materials and workmanship under normal usage conditions (the "Standard Warranty") for a period of two (2) years after either (i) the date of the initial installation of the Product or (ii) the date 60 days after shipment of the EVSE or Product, whichever is sooner (the "Warranty Period"). If InCharge determines that the Product has become defective in breach of the Standard Warranty, InCharge will, following receipt of written notice of the defect received during the Warranty Period, either repair or replace the defective EVSE or Product, at the election of InCharge. In the event that InCharge is unable to repair the EVSE or Product, InCharge will replace the EVSE or Product with the latest model/version of a similar product then in production.

InCharge may update the terms of the Standard Warranty from time to time. Additionally, InCharge may discontinue any of its products without prior notice, and while we strive to support all our products, we cannot guarantee the repair or replacement of discontinued items. All returned EVSE units or products are subject to review, must remain available for inspection until the claim is finally resolved.

3. Site Visit Cost

3.1 If InCharge determines a site visit is necessary to diagnose a potential defect with the EVSE:

- Customers who have an InControl™, Data Pass Through, or Charger Monitoring subscription for that EVSE will not be charged for the labor time (travel not included) associated with the diagnosis if remote diagnosis is not possible, unless
 - o Remote diagnosis is not possible due to circumstances outside of InCharge's control
 - o Diagnosis identifies a commissioning error if commissioning was performed by a third party
 - o Exclusionary events as defined in Section 5.
- In all other cases, a flat diagnostic site visit fee of two hours plus travel will be charged for AC chargers and 4 hours plus travel for DC chargers.
- All costs of labor and travel related to repair are expressly not covered under this warranty agreement and will be billed directly.

4. Replacement Parts

4.1 Any replacement parts provided by InCharge pursuant to the Standard Warranty may be remanufactured or reconditioned. If the exact part is no longer available or manufactured, InCharge, will supply one with similar functionality (a "Replacement Product"). The Replacement Product will be covered under warranty for either (i) the remainder of the original warranty period or (ii) 90 days from delivery—whichever is the latter.

4.2 If InCharge determines the defect is covered under the Standard Warranty, InCharge shall be responsible for (i) ground shipping costs (from the continental U.S.) to return the defective EVSE or Product, and (ii) ground shipping costs of the Replacement EVSE or Product to the customer (in the continental U.S.)

4.3 Customers requiring expedited service may: (i) return the defective product at their own cost using an expedited shipping method, or (ii) place a purchase order for a replacement, which InCharge will ship via ground service. The customer will be invoiced. If the returned product is later found to be covered under warranty, InCharge will issue a credit memo for the invoiced amount.

5. Exclusions

5.1 The plans do not cover the following:

- **Improper Use:** Use of the EVSE for any purpose other than to charge an electric vehicle or in V2X use cases and caused by Customer's failure to follow or adhere to the manufacturer's operation, care, or maintenance instructions.
- **Misuse:** Abuse, damage, or other problems caused by negligence, misapplication, or misuse of EVSE.
- **Wear and tear:** Normal wear and tear from use and consumable parts that are designed to be periodically replaced during the life of the EVSE.
- **Labor and travel:** All costs of labor associated with installation or repairs and travel are expressly not covered.
- **Interoperability Issues:** Failure to charge or meet the Customer's expectation for power delivery due to the limitations of the vehicle.
- **Unauthorized Charger Modifications:** Use of EVSE with unauthorized software, interfacing, parts, or supplies.
- **Alterations:** Alteration, modification, or enhancements to EVSE not approved in writing by InCharge.
- **Nonfunctional or Aesthetic Parts:** Damages to nonfunctional or aesthetic parts and cosmetic damage that do not impact EVSE's proper operation or functionality, including scratches, peeling, discoloration, dents, and chips.
- **Use of Decals:** Fixing or reapplying decals or custom wraps is not covered.
- **Related Components:** Batteries, solar arrays, and external electrical fixtures, outlets, wiring, circuit boxes, and breakers, and related components of the Customer address' electrical grid.
- **Vehicles:** Electric or hybrid motor vehicles and their components, parts, and accessories (other than EV chargers).
- **Power Grid Issues:** Overvoltage due to lightning strike, grid imperfections, grid instability, and excess grid harmonic distortion as well as service interruptions of the electric utility service.
- **Environmental Conditions:** Use of the product outside specific ambient conditions.
- **Incidental Costs:** Periphery or incidental costs arising from or relating to opening, removing, or restoring walls or floors, countertops, cabinets, or similar fixtures in or around EVSE.
- **Incidental Damages:** Incidental, consequential, or secondary damages, including loss of use, lost profits, and any damages arising from delays in requesting or rendering service, replacement, or reimbursement under this plan.
- **Improper Site Preparation or Maintenance:** Including but not limited to damage due to accident, extreme power surge, extreme electromagnetic field, or customer failure to maintain the recommended preventative maintenance schedule of the OEM equipment.
- **Improper Site Modifications:** Costs arising from or relating to the upgrade or modification of parts, components, or equipment due to incompatibility with existing systems, such as the main distribution panel, sub-panel, and all supporting electrical infrastructure, service, or utility lines at Customer's address or to meet federal, state, or local codes or regulations. Making changes may invalidate the Agreement at InCharge's discretion.
- **Improper Installation:** Improper installation, storage, maintenance, or relocation of a product.

- **Force Majeure:** InCharge will not be liable for any loss or expense, or any loss of profit, damage, detention or delay nor for failure to perform when prevented from doing so by causes beyond its reasonable control including but not Standard to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any Governmental Entity or of Purchaser, compliance with Government Entity regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes (collectively, “Force Majeure”), unless such delay or failure arises as a direct consequence of the willful misconduct of InCharge.
- **Vandalism:** Damage caused by vandalism.
- **Stolen Goods:** EVSE and/or components of EVSE that are lost, misplaced, or stolen.
- **Other 3rd Party Excluded Events:** Internet connectivity, non-InControl™ software applications for authentication (cpops, msps, payment processors), manufacturer recalls (including of parts and other components), and other events not reasonable under InControl™’s control.

5.2 The following are also excluded from the services under this Agreement:

- Hours outside of the identified hours of operation of the EVSE
- Overtime

6. Customer Responsibilities

6.1 Customer must:

- Agree to cooperate with InCharge as reasonably necessary to assist with diagnosis, including granting access to relevant facilities and usage records related to the EVSE and its charging operations
- Ensure the EVSE is used and maintained according to InCharge’s instructions.
- Notify InCharge within three (3) business days of discovering any defect in the EVSE or Product. You may contact InCharge through InControl™, by phone at 1-818-697-GOEV, or via email at support@inchargeus.com. Accurately report a potential defect with a written description of the defect, the EVSE or Product serial number, and any supporting materials such as photos or other documentation.
- For certain components, if requested by InCharge, Customer may be required to return the component to:

InCharge Energy, Inc.
11625 Busy Street
North Chesterfield, VA 23236 USA



7. Limitations

7.1 To the maximum extent permitted by applicable law, InCharge's total liability for any breach or violation of this Agreement shall not exceed the total amount actually paid by the original purchaser for the Preventative Maintenance plan. This limitation applies to all claims for damages, irrespective of the legal basis on which they are asserted (including, but not Standard to, contract, breach of contract, or tort), and regardless of whether InCharge had prior knowledge of the possibility of such damages, except where the Customer establishes that InCharge intentionally caused the damages

7.2 In no event shall InCharge be liable for:

- Downtime or loss of revenue resulting from EVSE malfunction.
- Indirect, incidental, or consequential damages.

7.3 Service response and dispatch times may vary depending on factors such as location, parts availability, manufacturer lead times. InCharge will make reasonable efforts to respond promptly.

7.4 If parts are damaged due to an excluded event necessitating a recommended repair, refurbishment, upgrade, or replacement, InCharge will provide a separate proposal for repairs with associated cost. If the Customer declines to proceed with the recommended repair or replacement, the affected EVSE or Product will not be eligible for warranty coverage.

8. General Provisions

8.1 This Agreement constitutes the entire understanding between the parties regarding maintenance and repair services for the EVSE.

8.2 Modifications to this Agreement must be made in writing and signed by both parties.

8.3 This Agreement is governed by the laws of California, and any disputes arising under or in connection with this maintenance agreement shall be subject to the exclusive jurisdiction of the courts in California.

Revision Date: 7/11/25

InCharge Energy, Inc. Extended Warranty Agreement Terms and Conditions

This Extended Warranty Agreement ("Agreement") is entered into by and between InCharge Energy, Inc. ("InCharge") and the customer ("Customer") for the provision of electric vehicle supply equipment ("EVSE") services. This Extended Product Warranty applies to customers who purchased electric vehicle supply equipment ("EVSE") and/or related products (as applicable, a "Product") from InCharge Energy or one of its authorized reseller, defined as entities with an executed reseller agreement with InCharge.

1. Extended Parts Only Warranty

Subject to the conditions set forth herein, InCharge warrants to the original purchaser that the EVSE or Products will be free from any defects in materials and workmanship under normal usage conditions (the "Extended Warranty") after expiration of two (2) Standard Product Warranty period for an additional period of either one (1) or three (3) years as set forth in the signed quote.

All terms and conditions set forth in the Standard Product Warranty shall apply during the term of the Extended Warranty.

2. Eligibility of Purchase

2.1 The option to purchase Extended Warranty is only available for EVSE or Product purchased from InCharge Energy or one of its authorized resellers.

2.2 Extended Warranty is only available for purchase at the time of purchase of the corresponding EVSE or Product.

Revision Date: 5/22/25

COMMISSION MEMORANDUM NO. 2025.88

DATE: December 2, 2025

TO: SAWPA Commission

SUBJECT: Proposition 4 Overview

PREPARED BY: Ian Achimore, Interim Planning Department Manager

RECOMMENDATION

Receive and file.

DISCUSSION

In July 2024, the Legislature approved Chapter 83 (SB 867, Allen), authorizing a \$10 billion bond - "Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024." Largely designed to increase the state's resilience to the impacts of climate change, the measure was placed on the statewide ballot as Proposition 4 and subsequently approved by voters in November. Much of the funding is to be provided as grants for eligible applicants including local agencies, non-governmental organizations, tribes, and utilities. Remaining funding will support state-led activities, such as addressing deferred maintenance and wildfire resilience activities at state parks and projects at the Salton Sea.

At least 40 percent of total funds must go to projects that benefit "vulnerable populations", or "disadvantaged communities", and at least 10 percent of total funds must go to projects that benefit severely disadvantaged communities. There is \$100 Million in bond funding for Integrated Regional Water Management (IRWM) and Watershed Climate Resilience.

SAWPA is tracking the bond and will provide periodic updates to the OWOW Steering Committee and SAWPA Commission, especially as it relates to the \$100 Million in IRWM funding.

BACKGROUND

The IRWM Program was created in 2002 via State legislation (Integrated Regional Water Management Planning Act; SB 1672) to encourage water resource collaboration between entities that were traditionally "siloed." The goal of the IRWM Program was to break down silos by having these entities develop plans and implement projects together. The State provided large amounts of "seed" grant money to incentivize this water resources effort. Since 2002, through voter-approved bond measures - Propositions 50, 84, and 1 the IRWM Program has awarded grants for planning and projects. There are now twelve "funding areas" that these propositions have allocated funding to through language in the bonds. The Santa Ana River Watershed is a designated Funding Area, and SAWPA has gone through the State's approval process to be recognized as an IRWM Program. The IRWM program for the Santa Ana River Watershed is termed the One Water One Watershed (OWOW) Program.

There is a small amount of funding for IRWM in the Proposition 4 bond. Unlike the previous bonds listed above, there are no "funding areas" referred to in Proposition 4. A Proposition 4 spending plan was passed by the legislature at the end of legislative session in 2025. The

legislature ultimately allocated close to one-third of the total \$10 Billion bond, which includes \$1 Billion for water this year. Allocations include funding for water recycling, clean drinking water, conservation, climate resilience and other categories.

In order to help expedite bond implementation, budget trailer legislation authorizes the lead State agencies for the various funding categories in the bond to use emergency regulations to adopt guidelines and selection criteria for Proposition 4-funded programs. This will allow agencies to move more quickly compared to if they had to adopt regulations following the normal process set forth in the Administrative Procedure Act (APA), but is not as streamlined as the Governor's initial proposal to exempt Proposition 4 programs from the APA altogether. The Department of Water Resources is the lead state agency for the \$100 Million in Proposition 4 IRWM funding.

RESOURCE IMPACTS.

None.

Attachments:

- PowerPoint Presentation
- Proposition 4 Text



Proposition 4 Overview

Ian Achimore

December 2, 2025

SAWPA Commission

History of Proposition 4



- In July 2024, the Legislature approved Chapter 83 (SB 867, Allen), authorizing a \$10 billion bond - “Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024.”
- Largely designed to increase the state’s resilience to the impacts of climate change, the measure was placed on the statewide ballot as Proposition 4 and subsequently approved by voters in November.
- Much of the funding is to be provided as grants for eligible applicants including local agencies, NGOs, tribes, and utilities.

IRWM and Past Bonds

- The Integrated Regional Water Management (IRWM) Program was created in 2002 via State legislation to encourage water resource collaboration between entities that were traditionally “siloed.”
- The goal of the IRWM Program was to break down silos by having these entities develop plans and implement projects together.
- The State provided large amounts of “seed” grant money to incentivize this through bonds – Props 50, 84, and Prop 1.



Important Terms in Prop 4 for Receiving Future Funding

- At least 40 percent of total funds must go to projects that benefit “vulnerable populations”* or “disadvantaged communities”* and at least 10 percent of total funds must go to projects that benefit severely disadvantaged communities.*
- Funds must be prioritized for projects that leverage private, federal, or local funding or provide the greatest public benefit.
- No cost share/match requirements in the bond.

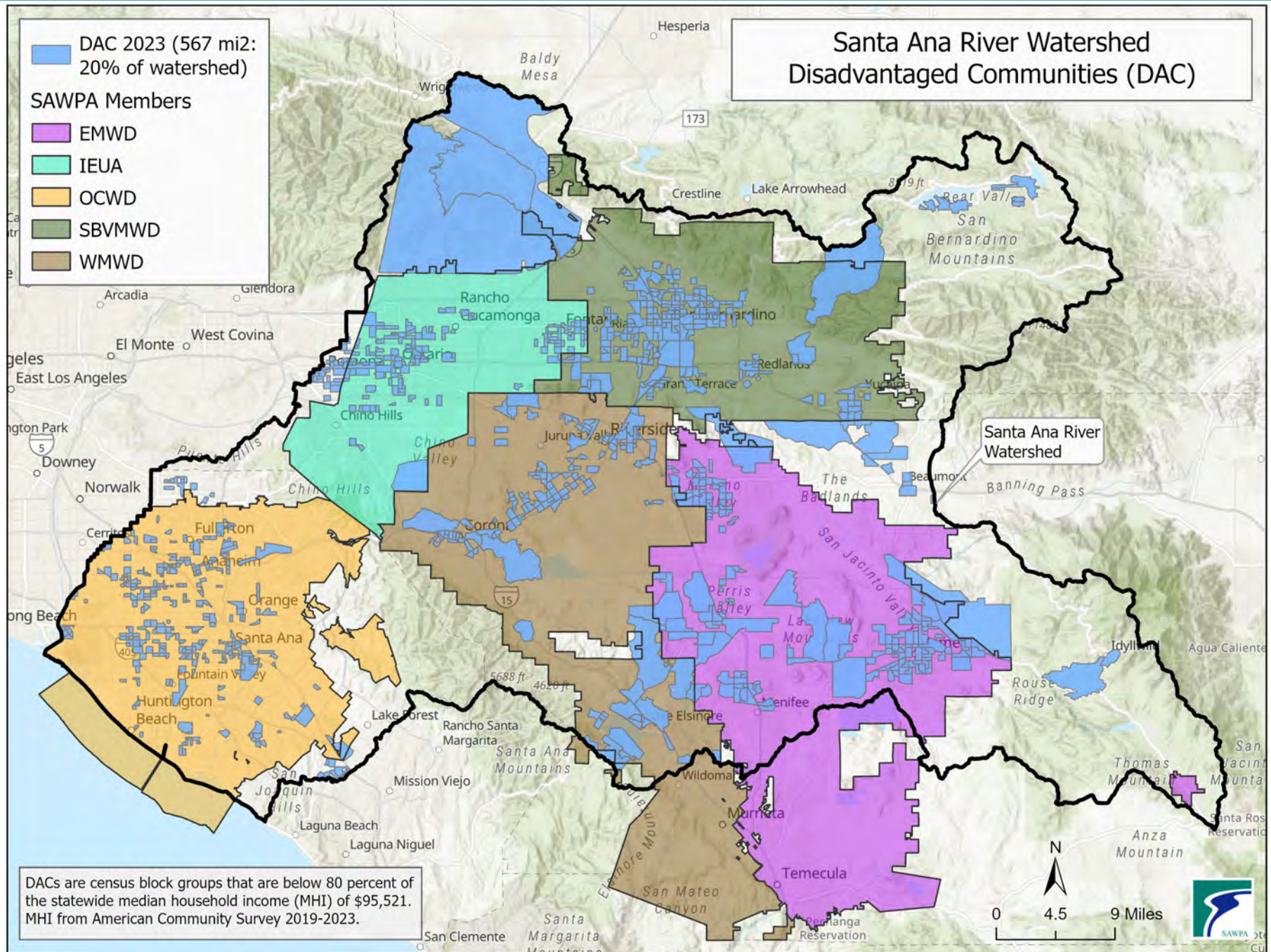
*Terms defined on next slides



Prop 4 Terms Defined

- Disadvantaged community – “a community with a median household income of less than 80% of statewide median household income”
- Severely disadvantaged community – “a community with a median household income of less than 60 % statewide median household income.”
- Vulnerable Populations – “a subgroup of population within a region or community that faces a disproportionately heightened risk or increased sensitivity to impacts of climate change and that lacks adequate resources to cope with, adapt to, or recover from such impacts”





Funding Categories in Bond

Bond Chapter	Bond Chapter Name	Bond Funding (Millions)
2	Safe Drinking Water, Drought, Flood & Water Resilience	\$3,800
3	Wildfire & Forest Resilience	\$1,500
4	Coastal Resilience	\$1,200
5	Extreme Heat Mitigation	\$450
6	Biodiversity & Nature-Based Solutions	\$1,200
7	Climate Smart Ag	\$300
8	Outdoor Access	\$700
9	Clean Air & Energy	\$850
	Total	\$10,000

Sub-Categories of Funding (Water-Related Examples)

Funding Sub-Category	Funding Amount (Millions)
Stream Gages	\$15
Brackish Desalinization	\$62
Conveyance	\$75
IRWM/Watershed Climate Resilience*	\$100
Water Reuse & Recycling	\$385
Water Quality & Safe Drinking Water	\$585

*This is related to the current IRWM Program, but future guidelines from the Department of Water Resources will define the specific scoring criteria and eligibility requirements.

Next Steps

- SAWPA is tracking the bond and will provide periodic updates to the OWOW Steering Committee and SAWPA Commission.
 - Especially as it relates to the IRWM funding.
 - The Department of Water Resources is the lead for this funding.
- The legislature has begun to appropriate funding for Prop 4, and lead state agencies (to spend/allocate this funding) are drafting funding guidelines.





Ian Achimore

Interim Planning Department Manager

ian@sawpa.gov

Senate Bill No. 867

CHAPTER 83

An act to add Division 50 (commencing with Section 90000) to the Public Resources Code, relating to safe drinking water, wildfire prevention, drought preparedness, and clean air, by providing the funds necessary therefor through an election of the issuance and sale of bonds of the State of California and for the handling and disposition of those funds, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor July 3, 2024. Filed with Secretary of State July 3, 2024.]

LEGISLATIVE COUNSEL'S DIGEST

SB 867, Allen. Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024.

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, approved by the voters as Proposition 68 at the June 5, 2018, statewide primary election, authorizes the issuance of bonds in the amount of \$4,100,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program. Article XVI of the California Constitution requires measures authorizing general obligation bonds to specify the single object or work to be funded by the bonds and further requires a bond act to be approved by a $\frac{2}{3}$ vote of each house of the Legislature and a majority of the voters.

This bill would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs.

This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. The people of California find and declare all of the following:

(a) Every human being has the right to safe, clean, affordable drinking water. California was the first state in the nation to legally declare this right.

(b) More than 60 percent of California's rivers and streams fail to meet federal clean water standards, and more than 1,000,000 Californians still lack easy access to safe, affordable, and clean drinking water. California must make needed investments to keep toxic pollution out of our water and ensure every person in the state has clean water to drink.

(c) In recent years, California has experienced the deadliest and most destructive wildfires on record. Fifteen of the 20 most destructive wildfires in state history have occurred in the last decade alone, including the deadliest, the 2018 Camp Fire. These wildfires have claimed more than 100 lives, tens of thousands of homes and structures lost, and more than 2,000,000 acres burned.

(d) California's changing climate creates increased risk of catastrophic wildfires, drought, severe heat events, and sea level rise, as well as impacts to agriculture, water supply and water quality, and the health of the forests, watershed, and wildlife.

(e) These risks and impacts vary by region and can overwhelm the resources of local governments that must cope with severe climate change-related events.

(f) Reducing vulnerability to fire, flood, drought, and other climate change-related events requires a statewide investment to increase climate resilience of communities and natural systems.

(g) Planning, investment, and action to address current and future climate change impacts must be guided by the best available science, including local and traditional knowledge.

(h) Governor Gavin Newsom has issued several reports and executive orders that have created a roadmap to climate resiliency in California that will help guide and direct investments.

(i) California's Water Supply Strategy Adapting to a Hotter, Drier Future outlines actions needed in order to recycle and reuse at least 800,000 acre-feet of water per year by 2030, make available up to 500,000 acre-feet of water through more efficient water use and conservation, and make new water available for use by capturing stormwater and desalinating brackish water in groundwater basins.

(j) The Water Resilience Portfolio serves as a blueprint for equipping California to cope with more extreme droughts and floods and rising temperatures, while addressing longstanding challenges that include declining fish populations, over-reliance on groundwater and lack of safe drinking water in many communities.

(k) California's Wildfire and Forest Resilience Action Plan outlines a strategy to increase the pace and scale of forest health projects, strengthen protection of communities, and manage forests, to achieve the state's economic and environmental goals and drive innovation and measure progress.

(l) The Extreme Heat Action Plan outlines a strategy to protect communities from rising temperatures in order to accelerate readiness and

protection of communities most impacted by extreme heat, including through cooling schools and homes, supporting community resilience centers, and expanding nature-based solutions.

(m) California's strategy for achieving the first-in-the-nation 30x30 conservation goal is described in the Pathways to 30x30: Accelerating Conservation of California's Nature report, which outlines a vision to conserve an additional 6,000,000 acres of lands and 500,000 acres of coastal waters needed to reach 30-percent conservation goals by 2030.

(n) Executive Order No. N-82-20 outlines a strategy to expand nature-based solutions across California. The executive order calls for restoring nature and landscape health to deliver on our climate change goals and other critical priorities, including improving public health and safety, securing our food and water supplies, and achieving greater equity across California.

(o) California Salmon Strategy for a Hotter, Drier Future outlines a path to a healthier, thriving salmon population in California, actions state agencies are already taking to stabilize and recover salmon populations, and additional or intensified actions needed in coming years.

(p) Governor Gavin Newsom signed Senate Bill 1 of the 2021–22 Regular Session (Chapter 236 of the Statutes of 2021) that directed the California Coastal Commission to take sea level rise into account in its planning, policies, and activities, and established a cross-government group tasked with educating the public and advising local, regional, and state government on feasible sea level rise mitigation efforts.

(q) California's Natural and Working Lands Climate Smart Strategy showcases that sustainable agricultural practices have important implications for equity and public health, and can promote economic resilience, buffer communities from extreme heat, improve air and water quality, and provide local food sources. These outcomes benefit all Californians, and are particularly important for rural, vulnerable communities.

(r) The 2022 Scoping Plan for Achieving Carbon Neutrality focuses on the importance of investing in strategies for reducing California's dependency on petroleum, including transitioning to clean energy options that address climate change, improve air quality, and support economic growth and clean sector jobs.

(s) Without intervention, the cost of climate change to California is estimated to reach \$113,000,000,000 annually by 2050, according to the Natural Resources Agency's California's Fourth Climate Change Assessment.

(t) The Federal Emergency Management Agency estimates that every dollar spent on resiliency saves \$6 in disaster relief. A \$10,000,000,000 investment could help avoid \$60,000,000,000 in disaster relief.

(u) Providing a source of funding for comprehensive investment in climate resilience in all regions of the state is cost effective and in the public interest. These investments will result in public benefits that will address the most critical statewide needs and priorities for public funding.

(v) The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 provides a comprehensive and fiscally responsible approach for addressing the varied challenges facing California's current and future climate impacts.

(w) Investing in water infrastructure will provide jobs, improve resiliency, and reduce local government spending.

(x) Continued investments in California's parks, trails, natural and working lands, and greening urban areas will help mitigate the impacts of climate change, making cities more livable, and will protect California's natural resources for future generations.

(y) The expenditure of funds from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 will help communities avoid and recover from the impacts of wildfire, flood, drought, or other climate-related events, and help restore and protect natural systems from the impacts of wildfire, flooding, drought, or other climate-related events.

SEC. 2. Division 50 (commencing with Section 90000) is added to the Public Resources Code, to read:

DIVISION 50. SAFE DRINKING WATER, WILDFIRE PREVENTION, DROUGHT PREPAREDNESS, AND CLEAN AIR BOND ACT OF 2024

CHAPTER 1. GENERAL PROVISIONS

90000. This division shall be known, and may be cited, as the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024.

90050. (a) In expending funds pursuant to this division, an administering state agency shall give priority to projects that leverage private, federal, and local funding or produce the greatest public benefit.

(b) To the extent practicable, a project funded pursuant to this division shall include signage informing the public that the project received funding from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024.

(c) Projects funded pursuant to this division shall, where appropriate, include the planning, monitoring, and reporting necessary to ensure successful implementation of this division's objectives.

90100. For purposes of this division, the following definitions apply:

(a) "Committee" means the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Finance Committee created pursuant to Section 95002.

(b) "Community" has the same meaning as set forth in paragraph (1) of subdivision (a) of Section 65302.10 of the Government Code.

(c) "Critical community infrastructure" means infrastructure that is necessary to providing vital community and individual functions, including, but not limited to, drinking and wastewater infrastructure, emergency

shelters, communication and warning systems, evacuation routes, emergency power and public medical facilities, schools, town halls, hospitals, health clinics, community centers, community nonprofit facilities providing essential services, libraries, homeless shelters, senior and youth centers, childcare facilities, food banks, grocery stores, and parks and recreation sites.

(d) “Disadvantaged community” means a community with a median household income of less than 80 percent of the area average or less than 80 percent of statewide median household income.

(e) “Economically distressed areas” has the same meaning as set forth in Section 79702 of the Water Code.

(f) “Natural infrastructure” has the same meaning as set forth in paragraph (3) of subdivision (c) of Section 71154.

(g) “Nonprofit organization” means a nonprofit corporation qualified to do business in California and qualified under Section 501(c)(3) of the Internal Revenue Code.

(h) “Protection” includes those actions necessary to prevent harm or damage to persons, property, or natural, cultural, and historic resources, actions to improve access to public open-space areas, or actions to allow the continued use and enjoyment of property or natural, cultural, and historic resources. Protection includes site monitoring, acquisition, development, restoration, preservation, and interpretation.

(i) (1) “Restoration” includes the improvement of physical structures or facilities and, in the case of natural systems and landscape features, includes, but is not limited to, any of the following:

(A) The control of erosion.

(B) Stormwater capture, treatment, reuse, and storage, or to otherwise reduce stormwater pollution.

(C) The control and elimination of invasive species and harmful algal blooms.

(D) The planting of native species.

(E) The removal of waste and debris.

(F) Prescribed burning and other fuel hazard reduction measures.

(G) Fencing out threats to existing or restored natural resources.

(H) Improving instream, riparian, floodplain, or wetland habitat conditions.

(I) Other plant and wildlife habitat improvement to increase the natural system value of the property or coastal or ocean resources.

(J) Activities described in subdivision (b) of Section 79737 of the Water Code.

(2) “Restoration” also includes activities, including the planning, permitting, monitoring, and reporting that are necessary to ensure successful implementation of the restoration objectives.

(j) “Severely disadvantaged community” means a community with a median household income of less than 60 percent of the area average or less than 60 percent of statewide median household income.

(k) “Socially disadvantaged farmer or rancher” has the same meaning set forth in Section 512 of the Food and Agricultural Code. This provision shall apply to the extent allowable by law.

(l) “State General Obligation Bond Law” means the State General Obligation Bond Law (Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code), as it may be amended from time to time.

(m) “Structure hardening” includes the installation, replacement, or retrofitting of building materials, systems, or assemblies used in the exterior design and construction of existing nonconforming structures with features that are in compliance with Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations, or any appropriate successor regulatory code, with the primary purpose of reducing risk to structures from wildfire or conforming to the low-cost retrofit list, and updates to that list, developed pursuant to paragraph (1) of subdivision (c) of Section 51189 of the Government Code.

(n) “Tribe” means a federally recognized Native American tribe or a nonfederally recognized Native American tribe listed on the California Tribal Consultation List maintained by the Native American Heritage Commission.

(o) “Vulnerable population” means a subgroup of population within a region or community that faces a disproportionately heightened risk or increased sensitivity to impacts of climate change and that lacks adequate resources to cope with, adapt to, or recover from such impacts.

(p) “Water board” means the State Water Resources Control Board.

90105. Funds provided by this division shall not be expended to fulfill any environmental mitigation requirements or compliance obligations imposed by law.

90107. Funds provided by this division shall not be expended to pay the costs of the design, construction, operation, mitigation, or maintenance of isolated Delta conveyance facilities. Those costs shall be the responsibility of the water agencies that benefit from the design, construction, operation, mitigation, or maintenance of those facilities.

90110. An eligible applicant under this division is a public agency, local agency, nonprofit organization, special district, joint powers authority, tribe, public utility, local publicly owned utility, or mutual water company.

90115. The Legislature may enact legislation necessary to implement programs funded by this division.

90120. It is the intent of the Legislature that bond moneys shall not be used for shareholder incentives or profits for shareholders of private corporations.

90130. For grants awarded for projects under this division, the administering agency may provide advanced payments in the amount of 25 percent of the grant award to the recipient, including state-related entities, to initiate the project in a timely manner. The administering agency shall adopt additional requirements for the recipient of the grant regarding the use of the advanced payments to ensure that the moneys are used properly.

90133. For grants awarded for projects under this division, the administering agency may, when awarding a grant, reimburse the grantee's indirect costs. When reimbursing a grantee for indirect costs, the administering agency shall apply one of the following rates, as requested by the grantee:

- (a) The grantee's negotiated indirect cost rate, pursuant to its negotiated indirect cost rate agreement.
- (b) The de minimis indirect cost rate specified in Part 200 of Title 2 of the Code of Federal Regulations.
- (c) A rate negotiated by the grantee with another state agency within the last five years.
- (d) A rate proposed by the grantee in the grantee's program application with the administering state agency if the grantee does not have an existing state rate.

90135. (a) The Secretary of the Natural Resources Agency shall publish a list of all program and project expenditures pursuant to this division not less than annually, in written form, and shall post an electronic form of the list on the agency's internet website in a downloadable spreadsheet format. The spreadsheet shall include all of the following information:

- (1) Information about the location and footprint of each funded project.
- (2) The project's objectives.
- (3) The status of the project.
- (4) Anticipated outcomes.
- (5) The public benefits to be derived from the project, including whether the project has meaningful and direct benefits to vulnerable populations, disadvantaged communities, or severely disadvantaged communities.
- (6) The total cost of the project, if known.
- (7) The amount of bond funding provided.
- (8) Any matching moneys provided for the project by the grant recipient or other partners.
- (9) The applicable chapter of this division pursuant to which the recipient received moneys.

(b) The Department of Finance shall provide for an independent audit of expenditures pursuant to this division. If an audit, required by law, of any entity that receives funding authorized by this division is conducted pursuant to state law and reveals any impropriety, the California State Auditor or the Controller may conduct or arrange for a full audit of any or all of the activities funded pursuant to this division. Any audit of a federal Department of Energy or National Aeronautics and Space Administration research and development center pursuant to this section shall be conducted in accordance with the Federal Laboratory Contracting Act (Chapter 7 (commencing with Section 12500) of Part 2 of Division 2 of the Public Contract Code).

(c) A state agency issuing any grant with funding authorized by this division shall require adequate reporting of the expenditures of the funding from the grant.

(d) The costs associated with the publications, audits, statewide bond tracking, cash management, and related oversight activities provided for in this section shall be funded from the proceeds of bonds authorized by this division. These costs shall be shared proportionally by each program funded by this division. Actual costs incurred to administer nongrant programs authorized by this division shall be paid from the proceeds of bonds authorized by this division.

90140. At least 40 percent of the total funds available pursuant to this division shall be allocated for projects that provide meaningful and direct benefits to vulnerable populations or disadvantaged communities. At least 10 percent of the total funds available pursuant to this division shall be allocated for projects that provide meaningful and direct benefits to severely disadvantaged communities.

90150. To the extent feasible, a project whose application includes the use of services of the California Conservation Corps or certified community conservation corps, as defined in Section 14507.5, shall be given preference for receipt of a grant under this division.

90500. (a) The proceeds of bonds issued and sold pursuant to this division, exclusive of refunding bonds issued and sold pursuant to Section 95012, shall be deposited in the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Fund, which is hereby created in the State Treasury. Moneys in the fund shall be available, upon appropriation by the Legislature, for purposes of this division.

(b) Proceeds of bonds issued and sold pursuant to this division shall be allocated according to the following schedule:

(1) Three billion eight hundred million dollars (\$3,800,000,000) for safe drinking water, drought, flood, and water resilience programs, in accordance with Chapter 2 (commencing with Section 91000).

(2) One billion five hundred million dollars (\$1,500,000,000) for wildfire and forest resilience programs, in accordance with Chapter 3 (commencing with Section 91500).

(3) One billion two hundred million dollars (\$1,200,000,000) for coastal resilience programs, in accordance with Chapter 4 (commencing with Section 92000).

(4) Four hundred fifty million dollars (\$450,000,000) for extreme heat mitigation programs, in accordance with Chapter 5 (commencing with Section 92500).

(5) One billion two hundred million dollars (\$1,200,000,000) for biodiversity protection and nature-based climate solution programs, in accordance with Chapter 6 (commencing with Section 93000).

(6) Three hundred million dollars (\$300,000,000) for climate-smart, sustainable, and resilient farms, ranches, and working lands programs, in accordance with Chapter 7 (commencing with Section 93500).

(7) Seven hundred million dollars (\$700,000,000) for park creation and outdoor access programs, in accordance with Chapter 8 (commencing with Section 94000).

(8) Eight hundred fifty million dollars (\$850,000,000) for clean air programs, in accordance with Chapter 9 (commencing with Section 94500).

90600. (a) An amount that equals not more than the lesser of 7 percent of the funds or twenty million dollars (\$20,000,000) allocated for a grant program pursuant to this division may be used to pay the administrative costs of that program.

(b) (1) Up to 10 percent of the funds available pursuant to each chapter of this division may be allocated for technical assistance to disadvantaged communities, severely disadvantaged communities, or vulnerable populations. The agency administering the moneys shall operate a multidisciplinary technical assistance program for disadvantaged communities, severely disadvantaged communities, or vulnerable populations.

(2) Funds used for providing technical assistance to disadvantaged communities, severely disadvantaged communities, or vulnerable populations may exceed 10 percent of the funds allocated under each chapter of this division if the state agency administering the moneys determines that there is a need for the additional funding.

90610. To the extent practicable, a project that receives moneys pursuant to this division may provide workforce education and training, contractor, and job opportunities for vulnerable populations.

90620. Funds allocated pursuant to this division may be used by the Natural Resources Agency and its departments, boards, and conservancies to collaboratively fund projects at a landscape or multijurisdictional scale to provide multiple benefits.

CHAPTER 2. SAFE DRINKING WATER, DROUGHT, FLOOD, AND WATER RESILIENCE

91000. The sum of three billion eight hundred million dollars (\$3,800,000,000) shall be available, upon appropriation by the Legislature, for safe drinking water, drought, flood, and water resilience programs.

91010. Of the funds made available by Section 91000, one billion eight hundred eighty-five million dollars (\$1,885,000,000) shall be available, upon appropriation by the Legislature, to protect and increase California water supply and water quality.

91011. (a) Of the funds made available by Section 91010, six hundred ten million dollars (\$610,000,000) shall be available, upon appropriation by the Legislature, to the State Water Resources Control Board for grants or loans that improve water quality or help provide clean, safe, and reliable drinking water. Eligible projects include, but are not limited to, any of the following:

- (1) Projects that help to provide clean, safe, and reliable drinking water.
- (2) Projects that increase water quality monitoring and remediation of perfluoroalkyl and polyfluoroalkyl substances.
- (3) Innovative projects to increase the affordability of safe drinking water.

(4) Projects that implement countywide drought and water shortage contingency plans adopted pursuant to Chapter 10 (commencing with Section 10609.40) of Part 2.55 of Division 6 of the Water Code.

(5) Projects that prevent, reduce, or treat the contamination of groundwater that serves as a major source of drinking water for a community.

(6) Projects to consolidate water or wastewater systems or to extend wastewater service to residences currently served by inadequate onsite sewer treatment systems.

(7) Grants for projects and technical and financial assistance to address hexavalent chromium in drinking water.

(8) (A) Tribal water infrastructure projects that provide safe, clean, and reliable drinking water to tribal communities.

(B) Not less than twenty-five million dollars (\$25,000,000) shall be allocated to projects described in subparagraph (A).

(b) If there is a responsible party identified to have contributed to contamination of a drinking water well, or system, the water system or public agency responsible for the infrastructure may apply for competitive state grant program funding for a drinking water infrastructure project to address water quality issues. The grant applicant may apply for funding in the amount above and beyond what the responsible party is required to contribute to the infrastructure project.

(c) Reasonable geographic allocation to eligible projects throughout the state shall be considered, including both northern and southern California and inland and coastal regions.

(d) At least 40 percent of the allocation made pursuant to this section shall benefit disadvantaged communities, severely disadvantaged communities, or vulnerable populations.

(e) For severely disadvantaged communities with populations of no more than 500 persons that serve no more than 100 service connections, there shall be no maximum amount per service connection for eligible projects.

91012. (a) Of the funds made available by Section 91010, three hundred eighty-six million two hundred fifty thousand dollars (\$386,250,000) shall be available, upon appropriation by the Legislature, to the Department of Water Resources for projects related to groundwater storage, groundwater banking, groundwater recharge, or instream flow projects that support the conjunctive use of groundwater and surface water supplies. Of the funds made available pursuant to this subdivision, a minimum of twenty-five million dollars (\$25,000,000) shall be for projects that provide direct benefits to tribal communities.

(b) Of the funds made available by subdivision (a), one hundred ninety-three million one hundred twenty-five thousand dollars (\$193,125,000) shall be available for projects that increase groundwater storage, improve the management and operation of groundwater storage, or are for groundwater banking, and support implementation of the Sustainable Groundwater Management Act (Part 2.74 (commencing with Section 10720) of Division 6 of the Water Code).

(c) (1) Of the funds made available by subdivision (a), one hundred ninety-three million one hundred twenty-five thousand dollars (\$193,125,000) shall be available for projects that support conjunctive use and groundwater recharge. The projects shall provide the following benefits:

- (A) Provide improved regional watershed management.
- (B) Address current and projected drought conditions and demonstrate adaptation to climate change for a region.
- (C) Provide ecosystem benefits to fish and wildlife and improve stream flow for anadromous fish.

(2) Reasonable geographic allocation to eligible projects throughout the state shall be considered, including both northern and southern California and inland and coastal regions.

91013. Of the funds made available by Section 91010, two hundred million dollars (\$200,000,000) shall be available, upon appropriation by the Legislature, to the Department of Conservation's Multibenefit Land Repurposing Program for groundwater sustainability projects that reduce groundwater use, repurpose irrigated agricultural land, provide wildlife habitat, improve drought resilience or floodwater management, or support implementation of the Sustainable Groundwater Management Act (Part 2.74 (commencing with Section 10720) of Division 6 of the Water Code).

91014. (a) Of the funds made available by Section 91010, three hundred eighty-six million two hundred fifty thousand dollars (\$386,250,000) shall be available, upon appropriation by the Legislature, to the State Water Resources Control Board for grants and projects related to water reuse and recycling, including, but not limited to, the following:

- (1) Treatment, storage, conveyance, and distribution facilities for potable and nonpotable recycling projects.
- (2) Dedicated distribution infrastructure to serve residential, commercial, agricultural, and industrial end user retrofit projects to allow use of recycled water.
- (3) Multiple-benefit recycled water projects that improve water quality.

(b) At least a 50-percent local cost share shall be required for projects funded pursuant to this section. That cost share may be suspended or reduced for disadvantaged communities or severely disadvantaged communities, or prorated for disadvantaged communities or severely disadvantaged communities within a larger service area project. A loan, grant, or other funding received, regardless of funding source, shall qualify as local cost share.

(c) The water board shall adopt modified grant funding requirements for large-scale water recycling or reuse projects, including all of the following requirements:

- (1) Ancillary facilities that are part of large-scale water recycling or reuse projects shall be eligible for funding. Ancillary facilities include, but are not limited to, pipelines, extraction wells, injection wells, recharge basins, and nitrogen removal treatment systems, pertinent structures, and connection assemblies.

(2) This section does not preclude the water board from awarding funding to a large-scale water recycling or reuse project for multiple project phases or components, or more than once during the project development period. The water board shall not require user agreements or contracts for water delivery, nor shall full completion of the project be required before the submission of a subsequent grant application, as a condition for award of grant funding.

(3) At least 10 percent of the grant funding shall be awarded for the purpose of planning and design.

(4) Reasonable geographic allocation to eligible projects throughout the state, including both northern and southern California and coastal and inland regions.

91015. Of the funds made available by Section 91010, seventy-five million dollars (\$75,000,000) shall be available, upon appropriation by the Legislature, to the California Water Commission for projects under the Water Storage Investment Program. Priority for these funds and any funds returned to the commission shall be to support timely completion of existing approved projects by providing supplemental grants to reflect the increase in costs due to inflation since the original grant applications and any increase in public benefits.

91016. Of the funds made available by Section 91010, sixty-two million five hundred thousand dollars (\$62,500,000) shall be available, upon appropriation by the Legislature, for capital investments in brackish desalination, contaminant and salt removal, and salinity management projects to improve California water and drought resilience. Priority shall be given to projects that use new incremental eligible renewable energy resources during operation and reduce greenhouse gas emissions associated with their construction and operation.

91017. Of the funds made available by Section 91010, fifteen million dollars (\$15,000,000) shall be available, upon appropriation by the Legislature, to the Department of Water Resources and the State Water Resources Control Board to improve water data management and to implement Section 144 of the Water Code to reactivate existing stream gages and deploy new gages.

91018. Of the funds made available by Section 91010, seventy-five million dollars (\$75,000,000) shall be available, upon appropriation by the Legislature, to the Natural Resources Agency and the Department of Water Resources for competitive grants for regional conveyance projects or repairs to existing conveyances. Priority shall be given to projects that provide one or more of the following benefits:

(a) Improvements in regional or interregional water supply or water supply reliability.

(b) Increased groundwater recharge or mitigation of conditions of groundwater overdraft, salinity intrusion, water quality degradation, or subsidence.

(c) Adaptation to the impacts of hydrologic changes.

(d) Improvements in water security from drought, natural disasters, or other events that could interrupt water supplies.

(e) Providing safe drinking water for disadvantaged communities and economically distressed areas.

91019. Of the funds made available by Section 91010, seventy-five million dollars (\$75,000,000) shall be available, upon appropriation by the Legislature, to the Department of Water Resources for projects that increase water conservation in agricultural and urban areas.

91020. Of the funds made available by Section 91000, one billion one hundred forty million dollars (\$1,140,000,000) shall be available, upon appropriation by the Legislature, to reduce flood risk and improve stormwater management.

91021. Of the funds made available by Section 91020, five hundred fifty million dollars (\$550,000,000) shall be available, upon appropriation by the Legislature, to the Natural Resources Agency and its departments, boards, and conservancies for flood management projects. Priority shall be given to projects designed and implemented to achieve both flood safety and ecosystem functions, while providing additional benefits. At least 40 percent of the allocation made pursuant to this section shall benefit disadvantaged communities, severely disadvantaged communities, or vulnerable populations. Funding shall be allocated as follows:

(a) One hundred fifty million dollars (\$150,000,000) shall be available for projects in the Sacramento-San Joaquin Delta to improve existing levees to increase flood protection and improve climate resiliency. For purposes of this subdivision, “Sacramento-San Joaquin Delta” has the same meaning as described in Section 12220 of the Water Code.

(b) One hundred fifty million dollars (\$150,000,000) shall be available for projects that implement the Flood Control Subventions Program.

(c) Two hundred fifty million dollars (\$250,000,000) shall be available for projects related to the systemwide evaluation, repair, rehabilitation, reconstruction, expansion, or replacement of levees, weirs, bypasses, and facilities of the State Plan of Flood Control.

91022. Of the funds made available by Section 91020, four hundred eighty million dollars (\$480,000,000) shall be available, upon appropriation by the Legislature, to the Department of Water Resources for the Dam Safety and Climate Resilience Local Assistance Program for competitive grants for projects that enhance dam safety and reservoir operations and protect public benefits pursuant to Section 6700 of the Water Code.

91023. Of the funds made available by Section 91020, one hundred ten million dollars (\$110,000,000) shall be available, upon appropriation by the Legislature, to the State Water Resources Control Board for grants for multiple-benefit urban stormwater management projects. Projects funded pursuant to this section shall address flooding in urbanized areas and provide multiple benefits, with preference given to natural infrastructure projects. Eligible stormwater projects shall include, but are not limited to, stormwater capture and reuse, planning and implementation of low-impact development,

restoration of urban streams and watersheds, debris flow mitigation, and increasing permeable surfaces to help reduce flooding.

91030. Of the funds made available by Section 91000, six hundred five million dollars (\$605,000,000) shall be available, upon appropriation by the Legislature, to protect and restore rivers, lakes, and streams, and to improve watershed resilience, including the resilience of fish and wildlife within the watershed.

91031. Of the funds made available by Section 91030, one hundred million dollars (\$100,000,000) shall be available, upon appropriation by the Legislature, to the Department of Water Resources for projects related to integrated regional water management to improve climate resilience on a watershed basis. The department shall update and revise the guidelines for the integrated regional water management program to address impacts associated with climate risk.

91032. Of the funds made available by Section 91030, three hundred thirty-five million dollars (\$335,000,000) shall be available, upon appropriation by the Legislature, for projects that protect and restore rivers, wetlands, streams, lakes, and watersheds, and improve the resilience of fish and wildlife. Projects shall improve climate resilience, water supplies, or water quality. To the extent feasible, preference shall be given to natural infrastructure projects. At least 40 percent of the allocation made pursuant to this section shall benefit disadvantaged communities, severely disadvantaged communities, or vulnerable populations. The funds made available pursuant to this section shall be allocated as follows:

(a) Forty million dollars (\$40,000,000) shall be available pursuant to Division 22.8 (commencing with Section 32600) for projects that improve the climate resiliency or the protection of the Los Angeles River Watershed or are consistent with the Lower Los Angeles River Revitalization Plan.

(b) Forty million dollars (\$40,000,000) shall be available pursuant to Division 23 (commencing with Section 33000) for projects that improve the climate resiliency or the protection of the Los Angeles River Watershed and are a part of the revitalization plan developed by the Upper Los Angeles River and Tributaries Working Group pursuant to Section 33220 or the Los Angeles River Master Plan.

(c) Fifty million dollars (\$50,000,000) shall be available to the Riverine Stewardship Program established pursuant to Section 7049 of the Water Code for projects that improve climate resiliency.

(d) Twenty-five million dollars (\$25,000,000) shall be available to the State Coastal Conservancy for the Santa Ana River Conservancy Program.

(e) Twenty-five million dollars (\$25,000,000) shall be available for multiple-benefit urban stream and river projects under the Urban Streams Restoration Program established pursuant to Section 7048 of the Water Code that protect and restore riparian habitats, improve climate resilience, enhance natural drainages, protect and restore watersheds, and provide public access.

(f) Twenty-five million dollars (\$25,000,000) shall be available to the Natural Resources Agency for projects that improve conditions on wildlife

refuges and wetland habitat areas. Projects may include the acquisition and delivery of water from willing sellers and water conveyance rights to achieve compliance with subsection (d) of Section 3406 of the federal Central Valley Project Improvement Act (Title 34 of Public Law 102-575) and the acquisition of water and conveyance rights for the Lower Klamath National Wildlife Refuge.

(g) Ten million dollars (\$10,000,000) shall be available to the Wildlife Conservation Board for the Lower American River Conservancy Program.

(h) Twenty-five million dollars (\$25,000,000) shall be available to the State Coastal Conservancy to protect and restore watersheds through the Coyote Valley Conservation Program in the County of Santa Clara.

(i) Twenty-five million dollars (\$25,000,000) shall be available to the State Coastal Conservancy to protect and restore watersheds through the West Coyote Hills Program.

(j) (1) Fifty million dollars (\$50,000,000) shall be available to the water board for loans or grants for projects that will address water quality problems arising in the California-Mexico cross-border rivers and coastal waters. Funds may be made available under this subdivision for water quality projects in the Tijuana River Valley Watershed, as described in the Tijuana River Plan created pursuant to Section 71107, and for projects consistent with the New River Water Quality, Public Health, and River Parkway Development Program, as described in Section 71103.6.

(2) Grants or loans awarded under this subdivision for projects located outside of California shall have a documented water quality benefit to California and its residents.

(3) Funding may be awarded to bilateral financial institutions as a state match pursuant to this subdivision only after federally committed funds have been secured and are available for expenditure on a one-to-one basis.

(k) Twenty million dollars (\$20,000,000) shall be available to improve the climate resiliency or for the protection of the Clear Lake Watershed.

91033. (a) Of the funds made available by Section 91030, one hundred seventy million dollars (\$170,000,000) shall be available, upon appropriation by the Legislature, to implement the Salton Sea Management Program 10-year Plan, and any subsequent revisions to that plan, or any subsequent plans, to provide air quality, public health, and habitat benefits.

(b) Of the funds made available by subdivision (a), ten million dollars (\$10,000,000) shall be available for either of the following:

(1) The creation of a Salton Sea Conservancy.

(2) The Salton Sea Authority.

91040. (a) Of the funds made available by Section 91000, one hundred fifty million dollars (\$150,000,000) shall be available, upon appropriation by the Legislature, to the Wildlife Conservation Board for projects pursuant to the guidelines of the Stream Flow Enhancement Program, including the acquisition of water or water rights, acquisition of land that includes water rights or contractual rights to water, and short- or long-term water transfers and leases.

(b) Of the funds made available by subdivision (a), fifty million dollars (\$50,000,000) shall be available to the Wildlife Conservation Board for the Habitat Enhancement and Restoration Program for fishery enhancement projects and programs that support reintroducing salmon into cold water habitat in the Sacramento and San Joaquin Rivers watersheds.

91045. Of the funds made available by Section 91000, twenty million dollars (\$20,000,000) shall be available, upon appropriation by the Legislature, to the Natural Resources Agency for grants to nature and climate education and research facilities, nonprofit organizations and public institutions, natural history museums, California zoos and aquariums accredited by the Association of Zoos and Aquariums, and geologic heritage sites that serve diverse populations. Grants may be used for buildings, equipment, structures, and exhibit galleries that present collections to promote climate, biodiversity, and cultural literacy. Projects may support species recovery and biodiversity protection in order to advance the state's 30x30 conservation goal.

91050. Projects funded pursuant to this chapter shall be consistent with the policies and guidelines established by the Water Resilience Portfolio, California's Water Supply Strategy, the Central Valley Flood Protection Plan, and the Sustainable Groundwater Management Act (Part 2.74 (commencing with Section 10720) of Division 6 of the Water Code), if applicable.

CHAPTER 3. WILDFIRE AND FOREST RESILIENCE

91500. The sum of one billion five hundred million dollars (\$1,500,000,000) shall be available, upon appropriation by the Legislature, for wildfire prevention, including reducing community wildfire risk and restoring the health and resilience of forests and landscapes.

91510. (a) Of the funds made available by Section 91500, one hundred thirty-five million dollars (\$135,000,000) shall be available, upon appropriation by the Legislature, to the Office of Emergency Services for a wildfire mitigation grant program. The Office of Emergency Services shall coordinate with the Department of Forestry and Fire Protection in administering these moneys. The grant program shall assist local and state agencies to leverage additional funds, including matching grants from federal agencies. Funds may be used to provide loans, rebates, direct assistance, and matching funds for projects that prevent wildfires, increase resilience, maintain existing wildfire risk reduction projects, reduce the risk of wildfires to communities, or increase home or community hardening. Projects shall benefit disadvantaged communities, severely disadvantaged communities, or vulnerable populations. Eligible projects include, but are not limited to, any of the following:

(1) Grants to local agencies, state agencies, joint powers authorities, nonprofit organizations, resource conservation districts, and tribes for

projects that reduce wildfire risks to people and property consistent with an approved community wildfire protection plan.

(2) Grants to local agencies, state agencies, joint powers authorities, tribes, resource conservation districts, fire safe councils, and nonprofit organizations for structure hardening of critical community infrastructure, wildfire smoke mitigation, evacuation centers, including community clean air centers, structure hardening projects that reduce the risk of wildfire for entire neighborhoods and communities, water delivery system improvements for fire suppression purposes for communities in very high or high fire hazard areas, wildfire buffers, and incentives to remove structures that significantly increase hazard risk.

(3) Grants, in coordination with the Public Utilities Commission, to local agencies, state agencies, special districts, joint powers authorities, tribes, and nonprofit organizations for zero-emission backup power, energy storage, and microgrids for critical community infrastructure in order to provide continuity of electrical service, reduced wildfire ignitions, and to safeguard communities from disruption due to deenergization events, wildfire, or air pollution caused by wildfire, extreme heat, or other disaster.

(4) Grants under the Home Hardening Program to retrofit, harden, or create defensible space for homes at high risk of wildfire in order to protect California communities.

(b) The Office of Emergency Services and the Department of Forestry and Fire Protection shall prioritize wildfire mitigation grant funding applications from local agencies based on the Fire Risk Reduction Community list, pursuant to Section 4290.1.

(c) The Office of Emergency Services and the Department of Forestry and Fire Protection shall provide technical assistance to disadvantaged communities, severely disadvantaged communities, or vulnerable populations, including those with access and functional needs, socially disadvantaged farmers or ranchers, and economically distressed areas to ensure the grant program reduces the vulnerability of those most in need.

91520. Of the funds made available by Section 91500, one billion two hundred five million dollars (\$1,205,000,000) shall be available, upon appropriation by the Legislature, to the Natural Resources Agency and to its departments, boards, and conservancies for projects and grants to improve local fire prevention capacity, improve forest health and resilience, and reduce the risk of wildfire spreading into populated areas from wildlands. Where appropriate, projects may include activities on lands owned by the United States. The funding made available by this section shall be allocated as follows:

(a) One hundred eighty-five million dollars (\$185,000,000) shall be available to the Department of Conservation's Regional Forest and Fire Capacity Program to increase regional capacity to prioritize, develop, and implement projects that improve forest health and fire resilience, implement community fire preparedness demonstration projects, facilitate greenhouse gas emissions reductions, and increase carbon sequestration in forests and other landscapes across regions and throughout the state. The funding shall

be allocated based, to the extent feasible, on the Wildfire and Forest Resilience Action Plan.

(b) One hundred seventy million dollars (\$170,000,000) shall be available to implement regional projects, including, but not limited to, landscape-scale projects developed by forest collaboratives as defined in Section 4810, projects developed by regional entities as defined in Section 4208, and projects that implement strategies developed by state conservancies through block grants and direct appropriations by the Legislature.

(c) One hundred seventy-five million dollars (\$175,000,000) shall be available to the Department of Forestry and Fire Protection's Forest Health Program for long-term forest health projects, including improved forest management, prescribed fire, prescribed grazing, cultural fire, forest watershed restoration, reforestation, upper watershed, riparian, and mountain meadow restoration, and activities that promote long-term carbon storage and sequestration. Funds may be used for tribal wildfire resilience grants.

(d) One hundred eighty-five million dollars (\$185,000,000) shall be available to the Department of Forestry and Fire Protection for local fire prevention grants consistent with Article 2.5 (commencing with Section 4124) of Chapter 1 of Part 2 of Division 4 and for grants to conduct workforce development for fire prevention and wildfire resiliency work. Workforce development grants may include, but are not limited to, the construction of designated housing for wildfire prevention workers.

(e) Twenty-five million dollars (\$25,000,000) shall be available to the Department of Forestry and Fire Protection for the creation or expansion of a fire training center.

(f) Two hundred million dollars (\$200,000,000) shall be available to the Natural Resources Agency and the Department of Parks and Recreation for forest health and watershed improvement projects in forests and other habitats, including, but not limited to, redwoods, conifers, oak woodlands, mountain meadows, chaparral, and coastal forests. Projects shall involve the restoration of natural ecosystem functions in very high, high, and moderate fire hazard areas and may include prescribed fire, cultural fire, environmentally sensitive vegetation management, land protection, science-based fuel reduction, watershed protection, carbon sequestration, protection of older fire-resistant trees, or improved forest health.

(g) Fifty million dollars (\$50,000,000) shall be available for grants to conduct fuel reduction, structure hardening, create defensible space, reforestation, or targeted acquisitions to improve forest health and fire resilience.

(h) Thirty-three million five hundred thousand dollars (\$33,500,000) shall be available to the Sierra Nevada Conservancy for watershed improvement, forest health, biomass utilization, chaparral and forest restoration, and workforce development that addresses needs related to this subdivision and is designed to create career pathways for individuals from disadvantaged communities, severely disadvantaged communities, or vulnerable populations.

(i) Twenty-five million five hundred thousand dollars (\$25,500,000) shall be available to the California Tahoe Conservancy for watershed improvement, forest health, biomass utilization, chaparral and forest restoration, and workforce development that addresses needs related to this subdivision and is designed to create career pathways for individuals from disadvantaged communities, severely disadvantaged communities, or vulnerable populations.

(j) Thirty-three million five hundred thousand dollars (\$33,500,000) shall be available to the Santa Monica Mountains Conservancy for watershed improvement, wildfire resilience, chaparral and forest restoration, and workforce development that addresses needs related to this subdivision and is designed to create career pathways for individuals from disadvantaged communities, severely disadvantaged communities, or vulnerable populations.

(k) Thirty-three million five hundred thousand dollars (\$33,500,000) shall be available to the State Coastal Conservancy for watershed improvement, wildfire resilience, chaparral and forest restoration, and workforce development that addresses needs related to this subdivision and is designed to create career pathways for individuals from disadvantaged communities, severely disadvantaged communities, or vulnerable populations.

(l) Thirty-three million five hundred thousand dollars (\$33,500,000) shall be available to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for watershed improvement, wildfire resilience, chaparral and forest restoration, and workforce development that addresses needs related to this subdivision and is designed to create career pathways for individuals from disadvantaged communities, severely disadvantaged communities, or vulnerable populations.

(m) Twenty-five million five hundred thousand dollars (\$25,500,000) shall be available to the San Diego Rivers Conservancy for watershed improvement, wildfire resilience, chaparral and forest restoration, and workforce development that addresses needs related to this subdivision and is designed to create career pathways for individuals from disadvantaged communities, severely disadvantaged communities, or vulnerable populations.

(n) Fifteen million dollars (\$15,000,000) shall be available to the Wildfire Conservancy to improve firefighter health and safety, advance fire attack effectiveness, and promote community resilience and awareness.

(o) Fifteen million dollars (\$15,000,000) shall be available to the California Fire Foundation to support vegetation mitigation and fuels reduction projects, public education and outreach, personal protective equipment, specialized firefighting equipment, and firefighter health and safety.

91530. Of the funds made available by Section 91500, fifty million dollars (\$50,000,000) shall be available, upon appropriation by the Legislature, to the Department of Conservation or State Energy Resources Conservation and Development Commission for projects in California that

provide long-term capital infrastructure to use forest and other vegetative waste removed for wildfire mitigation for noncombustible uses that maximize reductions in greenhouse gas emissions, provide local air quality benefits, and increase local community resilience against climate change impacts.

91535. Of the funds made available by Section 91500, twenty-five million dollars (\$25,000,000) shall be available, upon appropriation by the Legislature, to the Department of Forestry and Fire Protection for technologies that improve detection and assessment of new fire ignitions.

91540. (a) Of the funds made available by Section 91500, thirty-five million dollars (\$35,000,000) shall be available, upon appropriation by the Legislature, for uses to reduce wildfire risk related to electricity transmission.

(b) The proportion of any asset funded pursuant to this section shall be funded without return on equity for the lifetime of the proportion of that asset that would have otherwise been borne by ratepayers.

(c) The proportion of any projects funded pursuant to this section shall be excluded from the ratebase, and no costs may be collected from ratepayers.

91545. (a) Of the funds made available by Section 91500, fifty million dollars (\$50,000,000) shall be available, upon appropriation by the Legislature, to the California Conservation Corps or certified community conservation corps, as defined in Section 14507.5, and nonprofit workforce organizations for demonstrated jobs projects, including either of the following:

(1) Projects to mitigate unemployment and assist the state with the implementation of critical natural resources, transportation, energy, and housing infrastructure to promote climate resilience.

(2) Projects to prepare for, prevent, respond to, and rehabilitate following natural disasters, declared emergencies, or climate-related impacts to communities.

(b) At least 60 percent of the amount available pursuant to subdivision (a) shall be available to certified community conservation corps, as defined in Section 14507.5.

(c) Eligible workforce organizations include nonprofits, local agencies, and joint powers authorities that have programs that provide park and conservation employment training.

(d) The California Conservation Corps may expend the funds made available as grants to certified community conservation corps for purposes specified in this section.

91550. Projects funded pursuant to this chapter shall be consistent with the policies and guidelines established by the California Wildfire and Forest Resilience Action Plan, and by the Natural Resources Agency and the Department of Forestry and Fire Protection, if applicable.

CHAPTER 4. COASTAL RESILIENCE

92000. The sum of one billion two hundred million dollars (\$1,200,000,000) shall be available, upon appropriation by the Legislature, to increase coastal and ocean resiliency and to protect coastal lands, waters, communities, natural resources, and urban waterfronts from sea level rise and other climate impacts. Eligible projects include, but are not limited to, projects to restore coastal wetlands and projects to address sea level rise.

92010. (a) Of the funds made available by Section 92000, four hundred fifteen million dollars (\$415,000,000) shall be available, upon appropriation by the Legislature, for projects identified by the State Coastal Conservancy for coastal resilience projects and programs, including, but not limited to, grants and expenditures to protect, restore, and increase the resilience of beaches, bays, coastal dunes, wetlands, coastal forests, watersheds, trails, and public access facilities. The funds made available pursuant to this section may be allocated to any of the following:

- (1) Grants through the Climate Ready Program pursuant to Section 31113.
- (2) Projects to protect coastal lands and restore habitats, including subtidal habitats, wetlands, riparian areas, redwood forests, grasslands, oak woodlands, and other important wildlife habitats, including projects to protect and restore healthy sea otter populations.
- (3) Natural infrastructure projects that use existing natural areas to minimize coastal flooding, erosion, and runoff.
- (4) Projects to restore coastal land for public uses on surplus land for formerly fossil-fueled powerplants.
- (5) Projects for purposes of the San Francisco Bay Area Conservancy Program established pursuant to Chapter 4.5 (commencing with Section 31160) of Division 21.
- (6) Lower cost coastal accommodation grants consistent with the Lower Cost Coastal Accommodations Program established pursuant to Section 31412.
- (7) Projects that are consistent with the San Francisco Bay Restoration Authority Act (Title 7.25 (commencing with Section 66700) of the Government Code).

(b) Of the funds made available pursuant to subdivision (a), not less than eighty-five million dollars (\$85,000,000) shall be available, upon appropriation by the Legislature, for projects that are consistent with the San Francisco Bay Restoration Authority Act (Title 7.25 (commencing with Section 66700) of the Government Code) or the San Francisco Bay Area Conservancy Program established pursuant to Chapter 4.5 (commencing with Section 31160) of Division 21, including, but not limited to, projects that address sea level rise, flood management, and wetland restoration.

92015. Of the funds made available by Section 92000, three hundred fifty million dollars (\$350,000,000) shall be available, upon appropriation by the Legislature, to the State Coastal Conservancy for the purpose of coastal and combined flood management projects and activities for developed shoreline areas, including areas with critical community infrastructure,

including, but not limited to, transportation and port infrastructure at risk of current flooding and flooding due to sea level rise. Funds shall be allocated to multiple-benefit projects that improve public safety, including shoreline resilience projects designed to address flooding, sea level rise, and shoreline stability that include engineering with nature or nature-based features. These funds shall be available to local agencies as matching funds for federally funded coastal flood risk management and flood risk management projects.

92020. Of the funds made available by Section 92000, one hundred thirty-five million dollars (\$135,000,000) shall be available, upon appropriation by the Legislature, for deposit into the California Ocean Protection Trust Fund for grants to increase resilience from the impacts of climate change. Preference shall be given to projects that conserve, protect, and restore marine wildlife and healthy ocean and coastal ecosystems, including, but not limited to, estuarine habitat, kelp forests, eelgrass meadows, and native oyster beds, or that maintain the state's system of marine protected areas, and support sustainable fisheries. Funding may be used to purchase and install ocean current mapping infrastructure and new maritime research infrastructure to reduce emissions. The funds made available pursuant to this section may be used to establish a program with acre-based targets to advance habitat recovery projects that will contribute to protecting and restoring kelp forests, eelgrass meadows, and native oyster beds.

92030. Of the funds made available by Section 92000, seventy-five million dollars (\$75,000,000) shall be available, upon appropriation by the Legislature, to implement the California Sea Level Rise Mitigation and Adaptation Act of 2021 (Division 20.6.5 (commencing with Section 30970)).

92040. Of the funds made available by Section 92000, fifty million dollars (\$50,000,000) shall be available, upon appropriation by the Legislature, to the Department of Parks and Recreation to implement the Sea Level Rise Adaptation Strategy to address the impacts of sea level rise in coastal state parks, support continued access and recreational opportunities, and protect coastal natural and cultural resources.

92050. Of the funds made available by Section 92000, seventy-five million dollars (\$75,000,000) shall be available, upon appropriation by the Legislature, to the Natural Resources Agency and the Department of Fish and Wildlife for all of the following:

(a) To protect and restore island ecosystems by mitigating the threat of island invasive species and advancing biosecurity initiatives.

(b) To advance climate-ready fisheries management by expanding opportunities for experimentation and adaptive cooperative management, modernizing electronic fisheries data management systems, and increasing the use of electronic technologies to facilitate more nimble decisionmaking and timely management responses under changing ocean conditions.

(c) To support the restoration and management of kelp ecosystems.

92060. Of the funds made available by Section 92000, seventy-five million dollars (\$75,000,000) shall be allocated, upon appropriation by the Legislature, to the State Coastal Conservancy for grants or expenditures to

remove outdated or obsolete dams and for related water infrastructure. Projects may also increase climate resilience, enhance sediment supply, improve wildlife and fish passage, and modernize related water infrastructure, including related planning, monitoring, permitting, habitat restoration, and recreational improvements.

92070. Of the funds made available by Section 92000, twenty-five million dollars (\$25,000,000) shall be available, upon appropriation by the Legislature, to the Department of Fish and Wildlife for hatchery upgrades and expansions and for new conservation hatcheries that increase fish production and include the latest technologies to support species conservation and reintroduction efforts necessary to support genetically diverse populations of Central Valley Chinook Salmon.

92080. Projects funded pursuant to this chapter shall be consistent with the policies and guidelines established by the California Coastal Commission, the Department of Parks and Recreation, the Ocean Protection Council, the State Lands Commission, the San Francisco Bay Conservation and Development Commission, and the State Coastal Conservancy, if applicable.

CHAPTER 5. EXTREME HEAT MITIGATION

92500. The sum of four hundred fifty million dollars (\$450,000,000) shall be available, upon appropriation by the Legislature, to respond to severe weather and increasing temperatures, and address extreme heat and extreme heat events in communities. Priority shall be given to projects that provide meaningful direct benefits to disadvantaged communities, severely disadvantaged communities, and vulnerable populations.

92510. Of the funds made available by Section 92500, fifty million dollars (\$50,000,000) shall be available, upon appropriation by the Legislature, to the Office of Planning and Research's Extreme Heat and Community Resilience Program to fund projects that reduce the impact of extreme heat, reduce the urban heat island effect, and build community resilience in order to strengthen communities that are vulnerable to the extreme heat impacts of climate change.

92520. Of the funds made available by Section 92500, one hundred fifty million dollars (\$150,000,000) shall be available, upon appropriation by the Legislature, to the Strategic Growth Council's Transformative Climate Communities Program established pursuant to Section 75240 for projects that provide local economic, environmental, and health benefits, and improve the resilience of priority populations, as defined by the Transformative Climate Communities Program guidelines.

92530. Of the funds made available by Section 92500, one hundred million dollars (\$100,000,000) shall be available, upon appropriation by the Legislature, to the Natural Resources Agency for competitive grants for urban greening. These funds shall support projects that mitigate the urban heat island effect, rising temperatures, and extreme heat impacts. Eligible projects may include, but are not limited to, the creation and expansion of

green streets and alleyways, and investments that support an expanded urban greening program that supports the creation of green recreational parks and green schoolyards in park-poor communities.

92540. Of the funds made available by Section 92500, fifty million dollars (\$50,000,000) shall be available, upon appropriation by the Legislature, to the Department of Forestry and Fire Protection to protect or augment California's urban forests pursuant to Section 4799.12. Projects shall contribute to mitigating the urban heat island effect and extreme heat impacts.

92550. (a) Of the funds made available by Section 92500, sixty million dollars (\$60,000,000) shall be available, upon appropriation by the Legislature, to the Office of Emergency Services and the Strategic Growth Council for competitive grants for the creation of strategically located community resilience centers across diverse regions of the state at eligible community facilities. These grants shall be awarded to eligible community facilities that model integrated delivery of emergency response services during disruptions, including zero-emission backup power, drinking water, clean air, cooling, food storage, shelter, telecommunications and broadband services, economic assistance, accommodation of pets, and other health protection measures and emergency resources during a disaster, state of emergency, local emergency, or deenergization event. Grants shall be prioritized to proposed centers that demonstrate involvement of community-based organizations and community residents within governance and decisionmaking processes.

(b) The Office of Emergency Services and the Strategic Growth Council shall coordinate with the Department of Food and Agriculture to ensure there is no duplication with funding awarded under Section 92560.

(c) For purposes of this section, the following definitions apply:

(1) "Deenergization event" means a preventative measure to deenergize all, or a portion, of an electric generation, distribution, or transmission system when the electricity provider reasonably believes there is an imminent and significant risk that strong winds, or other extreme and potentially dangerous weather events, increase the probability of a wildfire.

(2) "Eligible community facilities" include, but are not limited to, senior and youth centers, park and recreation sites, libraries, health clinics, hospitals, schools, town halls, food banks, homeless shelters, childcare facilities, community centers, community nonprofit facilities providing essential services, places of worship, mobile sites, and fairgrounds.

92560. Of the funds made available by Section 92500, forty million dollars (\$40,000,000) shall be available, upon appropriation by the Legislature, to the Department of Food and Agriculture for grants to fairgrounds operated by the network of California fairs for modifications or upgrades that do one or both of the following activities:

(a) Enhance the ability of those facilities to serve as multirole community, staging, and evacuation centers to provide community resilience benefits during a disaster, state of emergency, local emergency, or deenergization event.

(b) Deploy communications and broadband infrastructure at those facilities to improve their capability to serve as multirole community, staging, and evacuation centers and enhance local telecommunications service.

92570. Projects funded pursuant to this chapter shall be consistent with the policies and guidelines established by the Protecting Californians From Extreme Heat: A State Action Plan to Build Community Resilience, and the Office of Planning and Research's Extreme Heat and Community Resilience Program, if applicable.

CHAPTER 6. PROTECT BIODIVERSITY AND ACCELERATING NATURE-BASED CLIMATE SOLUTIONS

93000. The sum of one billion two hundred million dollars (\$1,200,000,000) shall be available, upon appropriation by the Legislature, for the protection of California's biodiversity and to protect nature and restore landscape health to achieve California's climate change goals.

93010. (a) Of the funds made available by Section 93000, eight hundred seventy million dollars (\$870,000,000) shall be available, upon appropriation by the Legislature, to the Wildlife Conservation Board for grant programs to protect and enhance fish and wildlife resources and habitat and achieve the state's biodiversity, public access, and conservation goals. Eligible programs include, but are not limited to, any of the following:

- (1) Land acquisition.
- (2) Habitat enhancement and restoration.
- (3) Rangeland, grazing land, and grassland protection.
- (4) Inland wetland conservation.
- (5) Ecosystem restoration on agricultural lands.
- (6) Climate adaptation and resiliency.
- (7) Monarch butterfly and pollinator rescue.
- (8) Desert conservation.
- (9) Oak woodland conservation.

(10) Purposes of reimbursing the General Fund, pursuant to the Natural Heritage Preservation Tax Credit Act of 2000 (Division 28 (commencing with Section 37000)).

(b) Funding made available pursuant to subdivision (a) shall not be used to reduce or offset environmental mitigation or compliance obligations otherwise required, but may be used as part of a funding partnership to enhance, expand, or augment conservation efforts required by mitigation. Nothing in this subdivision authorizes the expenditure of bond funds for voluntary agreements as described in Section 80114.

93020. (a) Of the funds made available by Section 93000, three hundred twenty million dollars (\$320,000,000) shall be available, upon appropriation by the Legislature, to reduce the risks of climate change impacts upon communities, fish and wildlife, and natural resources, and increase public access, and shall be allocated in accordance with the following schedule:

- (1) Baldwin Hills Conservancy, forty-eight million dollars (\$48,000,000).

(2) California Tahoe Conservancy, twenty-nine million dollars (\$29,000,000).

(3) Coachella Valley Mountains Conservancy, eleven million dollars (\$11,000,000).

(4) Sacramento-San Joaquin Delta Conservancy, twenty-nine million dollars (\$29,000,000).

(5) San Diego River Conservancy, forty-eight million dollars (\$48,000,000).

(6) San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, forty-eight million dollars (\$48,000,000).

(7) San Joaquin River Conservancy, eleven million dollars (\$11,000,000).

(8) Santa Monica Mountains Conservancy, forty-eight million dollars (\$48,000,000).

(9) Sierra Nevada Conservancy, forty-eight million dollars (\$48,000,000).

(b) Up to 5 percent of the funds made available pursuant to this section may be allocated for community access projects that benefit disadvantaged communities, severely disadvantaged communities, and vulnerable populations and that include, but are not limited to, the following:

(1) Transportation.

(2) Physical activity programming.

(3) Resource interpretation.

(4) Multilingual translation.

(5) Natural science.

(6) Workforce development and career pathways.

(7) Education.

(8) Communication related to water, parks, climate, coastal protection, and other outdoor pursuits.

93030. Of the funds made available by Section 93010, one hundred eighty million dollars (\$180,000,000) shall be available, upon appropriation by the Legislature, to the Wildlife Conservation Board for projects to improve habitat connectivity and establish wildlife crossings and corridors, including eighty million dollars (\$80,000,000) to establish the San Andreas Corridor Program for the protection and restoration of wildlife corridors along the inner Coast Ranges and the San Andreas Fault.

93040. Of the funds made available by Section 93000, ten million dollars (\$10,000,000) shall be available, upon appropriation by the Legislature, to the Natural Resources Agency for the Tribal Nature-Based Solutions Program.

93050. Of the funds made available by Section 93010, twenty two million dollars (\$22,000,000) shall be available, upon appropriation of the Legislature, to the Wildlife Conservation Board for projects for climate change adaptation improvements to protect, conserve, and restore the health and resilience of the southern Ballona Creek Watershed.

93060. Projects funded pursuant to this chapter shall be consistent with the policies and guidelines established by the Wildlife Conservation Board, the Pathways to 30x30 strategy, the Natural and Working Lands Climate

Smart Strategy, California’s 2022 Scoping Plan for Achieving Carbon Neutrality, and the California Climate Adaptation Strategy, if applicable.

CHAPTER 7. CLIMATE SMART, SUSTAINABLE, AND RESILIENT FARMS,
RANCHES, AND WORKING LANDS

93500. The sum of three hundred million dollars (\$300,000,000) shall be available, upon appropriation by the Legislature, for improving climate resilience and sustainability of agricultural lands.

93510. Of the funds made available by Section 93500, one hundred five million dollars (\$105,000,000) shall be available, upon appropriation by the Legislature, to the Department of Food and Agriculture’s Office of Environmental Farming and Innovation for improvements in climate resilience of agricultural lands and ecosystem health and allocated to eligible projects as follows:

(a) Sixty-five million dollars (\$65,000,000) shall be available for grants to promote practices on farms and ranches that improve soil health, or accelerate atmospheric carbon removal or soil carbon sequestration.

(b) Forty million dollars (\$40,000,000) shall be available for the State Water Efficiency and Enhancement Program to promote onfarm water use efficiency with a focus on multiple-benefit projects that improve resilience to climate change and save water on California agricultural operations.

(c) Funds allocated pursuant to this section shall be allocated to projects that provide meaningful and direct benefits to socially disadvantaged farmers and ranchers.

93520. Of the funds made available by Section 93500, twenty million dollars (\$20,000,000) shall, upon appropriation by the Legislature, be deposited in the Invasive Species Account established pursuant to Section 7706 of the Food and Agricultural Code for purposes of funding invasive species projects and activities recommended by the Invasive Species Council of California. Preference shall be given to projects that restore and protect biodiversity and ecosystem health. Consideration shall be given to geographic equity.

93530. Of the funds made available by Section 93500, fifteen million dollars (\$15,000,000) shall be available, upon appropriation by the Legislature, to the Department of Conservation for projects for the protection, restoration, conservation, and enhancement of farmland and rangeland, including, but not limited to, the acquisition of fee title or easements, that improve climate resilience, open-space soil health, atmospheric carbon removal, soil carbon sequestration, erosion control, watershed health, water quality, or water retention. Projects shall provide multiple benefits. In awarding funds for farmland and rangeland projects pursuant to this section, the Department of Conservation shall give preference to projects for small- and medium-sized farms.

93540. Of the funds made available by Section 93500, ninety million dollars (\$90,000,000) shall be available, upon appropriation by the

Legislature, to the Department of Food and Agriculture for grants that benefit small- and medium-sized farms, socially disadvantaged farmers, beginning farmers or ranchers, and veteran farmers or ranchers, as defined, and increase the sustainability of agricultural infrastructure and facilities that support food systems, and increase market access. Funding made available pursuant to this section shall be allocated as follows:

(a) Twenty million dollars (\$20,000,000) shall be available for infrastructure related to certified mobile farmers' markets, including, but not limited to, a mobile farmers' market vehicle, refrigeration, and other equipment to comply with relevant Health and Safety Code sections and regulations.

(b) Twenty million dollars (\$20,000,000) shall be available to develop year-round infrastructure for certified farmers' markets, as defined in Section 47004 of the Food and Agricultural Code, fishermen's markets, as defined in Section 113780 of the Health and Safety Code, or tribe-operated or native-serving farmers' markets, including, but not limited to, all of the following:

(1) All-weather infrastructure such as canopies and shade structures, tables and seating, market stalls, restrooms and hand wash stations, tent weights and tie-downs, produce washing stations, barricades and bollards for traffic management and pedestrian safety, bicycle parking racks, and other equipment.

(2) Facilities for food preparation, cooking demonstrations, and other nutrition education.

(3) Wireless electronic benefits transfer point-of-sale terminals for market managers and producers to process CalFresh transactions.

(4) Wireless electronic benefits transfer point-of-sale terminals for producers to accept the electronic cash value benefit through the program designed to implement the federal WIC Farmers' Market Nutrition Act of 1992 (Public Law 102-314) pursuant to Section 123279 of the Health and Safety Code, or equivalent tribal programs.

(5) Other equipment to support the seniors farmers' market nutrition program, as described in Section 3007 of Title 7 of the United States Code, or equivalent tribal programs.

(c) Twenty million dollars (\$20,000,000) shall be available for urban agriculture projects that create or expand city or suburban community farms or gardens, including community food producers, as defined in Section 113752 of the Health and Safety Code, through in-ground small plot cultivation, raised beds, mushroom growing, rooftop farms, and cultivation of vacant lots and in parks.

(d) Fifteen million dollars (\$15,000,000) shall be available for grants for regional farm equipment sharing. Preference shall be given to projects and programs that benefit small- and medium- sized farms and socially disadvantaged farmers and ranchers.

(e) Fifteen million dollars (\$15,000,000) shall be available to advance tribes' food sovereignty to grow, produce, procure, and distribute foods that reflect Native American culture and traditions and support the development

of tribal producers and vendors, including, but not limited to, the following projects:

- (1) Irrigation and water infrastructure.
- (2) Utility and power infrastructure.
- (3) Food processing infrastructure.

93550. (a) Of the funds made available by Section 93500, thirty million dollars (\$30,000,000) shall be available, upon appropriation by the Legislature, to the Department of Conservation, in consultation with the California Agricultural Land Equity Task Force at the Strategic Growth Council, to improve land access and tenure for socially disadvantaged farmers or ranchers, tribal producers, and beginning farmers and ranchers.

(b) The Department of Conservation may make low-interest loans to qualified entities, which shall include land trusts, nonprofit organizations, public agencies, farmer cooperatives, tribal governments, or tribal entities, for the purpose of acquiring agricultural lands to transfer or provide long-term leases to socially disadvantaged farmers or ranchers and beginning farmers and ranchers.

(c) Any agricultural land acquired pursuant to this section shall be required to have an agricultural land conservation easement before being leased or transferred, and the department may require additional appropriate resale restrictions, such as affordability provisions, preemptive purchase right, or shared appreciation consistent with the purposes of this subdivision.

(d) The department shall ensure that the proceeds of future resales of land continue to be used for purposes of this chapter.

93560. Of the funds made available by Section 93500, fifteen million dollars (\$15,000,000) shall be available, upon appropriation by the Legislature, to the California Vanpool Authority for grants for the deployment of vanpool vehicles, clean technologies, and related facilities, including, but not limited to, charging and alternative fuel infrastructure, for use by low-income agricultural workers.

93570. Of the funds made available by Section 93500, fifteen million dollars (\$15,000,000) shall be available, upon appropriation by the Legislature, to the State Department of Education, in consultation with the Department of Food and Agriculture, for purposes of providing grants to public postsecondary educational institutions that are designated as Agricultural Experiment Stations or Agricultural Research Institutes, to develop research farms to improve climate resiliency. Funding provided pursuant to this section shall not exceed one million dollars (\$1,000,000) per institution and shall be constructed and maintained with environmentally sustainable infrastructure practices.

93580. Of the funds made available by Section 93500, ten million dollars (\$10,000,000) shall be available, upon appropriation by the Legislature, as part of the Farmworker Housing Component of the Low-Income Weatherization Program through the Department of Community Services and Development, to low-income farmworker households for no-cost energy efficiency upgrades designed to reduce greenhouse gas emissions by saving energy. These energy efficiency upgrades shall include, but are not limited

to, insulation, central heating and cooling system upgrades, lighting upgrades, and window replacement.

93590. For purposes of this chapter, the following definitions apply:

(a) “Beginning farmer or rancher” means a farmer or rancher who has not actively operated and managed a farm or ranch with a bona fide insurable interest in a crop or livestock as an owner-operator, landlord, tenant, or sharecropper for more than five crop years, as determined by the United States Secretary of Agriculture and as defined in Section 1502 of Title 7 of the United States Code.

(b) “Veteran farmer or rancher” means a farmer or rancher who is all of the following:

(1) Has served in the United States Armed Forces, as defined in Section 101 of Title 38 of the United States Code.

(2) Meets either of the following:

(A) Has not operated a farm or ranch.

(B) Has operated a farm or ranch for not more than five years.

(3) Is a veteran, as defined in Section 101 of Title 38 of the United States Code, who first obtained status as a veteran during the most recent five-year period.

(4) Is a beginning veteran farmer or rancher, as that term is used in Section 1502 of Title 7 of the United States Code.

93600. Projects funded pursuant to this chapter shall be consistent with the policies and guidelines established by the Department of Food and Agriculture and the Natural and Working Lands Climate Smart Strategy, if applicable.

CHAPTER 8. PARK CREATION AND OUTDOOR ACCESS

94000. The sum of seven hundred million dollars (\$700,000,000) shall be available, upon appropriation by the Legislature, for the creation and protection of parks, outdoor access, and educational institutions and facilities.

94010. (a) Of the funds made available by Section 94000, two hundred million dollars (\$200,000,000) shall be available, upon appropriation by the Legislature, to the Department of Parks and Recreation for the creation, expansion, and renovation of safe neighborhood parks in park-poor neighborhoods in accordance with the Statewide Park Development and Community Revitalization Act of 2008’s competitive grant program described in Chapter 3.3 (commencing with Section 5640) of Division 5.

(b) When administering grants pursuant to subdivision (a), priority shall be given to projects that provide multiple benefits, including, but not limited to, mitigating impacts of extreme heat, sea level rise, or flooding, enhancing stormwater capture, improving air quality, supporting local biodiversity, and other environmental benefits.

(c) Of the amount available pursuant to subdivision (a), not less than 10 percent shall be available for the rehabilitation, repurposing, or substantial improvement of existing park infrastructure that will lead to increased use

and enhanced user experiences or increase access, including, but not limited to, for individuals with disabilities, as defined by the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.).

94020. Of the funds made available by Section 94000, two hundred million dollars (\$200,000,000) shall be available, upon appropriation by the Legislature, to the Natural Resources Agency and its departments, boards, and conservancies for the reduction of climate impacts on disadvantaged communities and vulnerable populations and the creation, protection, and expansion of outdoor recreation opportunities. Eligible projects include, but are not limited to, any of the following:

(a) Improvements to city parks, county parks, regional parks, and open-space lands to preserve infrastructure, including natural infrastructure, to promote resilience and adaptation or the promotion and enhancement of natural resources and water conservation and efficiencies on local and regional public park lands and open-space lands.

(b) Funding for park-poor communities experiencing a significant loss of parks or open and recreation space resulting from climate-related infrastructure projects.

(c) Multiple-benefit projects that reduce risks of exposure to toxic or hazardous materials that may increase as a result of wildfires, flooding, sea level rise, or reduced water flows to polluted bodies of water.

(d) Improved public access, including for individuals with disabilities, as defined by the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and outdoor recreation at state parks, city parks, county parks, regional parks, and open-space preserves.

(e) Protection, restoration, and enhancement of the natural resource values of the state park system and projects to expand public access for disadvantaged communities, including, but not limited to, the expansion of lower cost coastal accommodation project development.

(f) Coastal public access infrastructure for disadvantaged communities, including, but not limited to, trails, parking areas, restrooms, bicycle lanes, and transportation improvements, including projects consistent with a public access program pursuant to Section 30610.81.

(g) Projects for the creation and improvement of local parks to correct historic underinvestment in communities identified by the department as park deficient for active recreational infrastructure, including aquatic centers, to encourage youth health, fitness, and recreational pursuits.

94030. Of the funds made available by Section 94000, one hundred million dollars (\$100,000,000) shall be available, upon appropriation by the Legislature, to the Natural Resources Agency and its departments, boards, and conservancies for the protection, restoration, and enhancement of the natural resource values of the state park system and for projects to expand recreational opportunities and public access to state and public park nonmotorized trails. Projects may include enhancing and expanding existing trails and creating new trails.

94040. Of the funds made available by Section 94000, one hundred seventy-five million dollars (\$175,000,000) shall be available, upon

appropriation by the Legislature, to the Department of Parks and Recreation to implement projects to address the department's backlog of deferred maintenance.

94050. Of the funds made available by Section 94000, twenty-five million dollars (\$25,000,000) shall be available, upon appropriation by the Legislature, to the Natural Resources Agency for grants to nature and climate education and research facilities, nonprofit organizations and public institutions, natural history museums, California zoos and aquariums accredited by the Association of Zoos and Aquariums, and geologic heritage sites that serve diverse populations. Grants may be used for buildings, equipment, structures, and exhibit galleries that present collections to promote climate, biodiversity, and cultural literacy. Projects may support species recovery and biodiversity protection in order to advance the state's 30x30 conservation goal.

94060. Projects funded pursuant to this chapter shall be consistent with the policies and guidelines established by the Natural Resources Agency, the Outdoors for All strategy, and the Pathways to 30x30 strategy, if applicable.

CHAPTER 9. CLEAN AIR

94500. The sum of eight hundred fifty million dollars (\$850,000,000) shall be available, upon appropriation by the Legislature, for clean energy projects.

94510. (a) The proportion of any asset funded pursuant to this section or Section 94520 or 94530 shall be funded without return on equity for the lifetime of the proportion of that asset that would have otherwise been borne by ratepayers.

(b) The proportion of any projects funded pursuant to this section or Section 94520 or 94530 shall be excluded from the ratebase, and no costs may be collected from ratepayers.

(c) It is the intent of the Legislature that bond moneys shall not be used for shareholder incentives or profits for shareholders of private corporations.

94520. (a) Of the funds made available by Section 94500, three hundred twenty-five million dollars (\$325,000,000) shall be available, upon appropriation by the Legislature, to the California Infrastructure and Economic Development Bank, the State Energy Resources Conservation and Development Commission, or any other entity chosen by the Legislature, upon appropriation by the Legislature, for the public financing of clean energy transmission projects that are necessary to meet the state's clean energy goals to reduce or offset ratepayer costs associated with the public benefits of transmission projects.

(b) Preference may be given to projects under this section that provide multiple benefits, including, but not limited to, reducing the risk of wildfire, reducing reliance on fossil fuel plants in disadvantaged communities, and

reducing rate pressure, including reconductoring and other grid-enhancing technologies.

94530. Of the funds made available by Section 94500, fifty million dollars (\$50,000,000) shall be available, upon appropriation by the Legislature, to the State Energy Resources Conservation and Development Commission for grants or loans to support the Long-Duration Energy Storage Program. Eligible uses may also include zero-emissions distributed energy backup assets, virtual power plants, and demand side grid support.

94540. (a) Of the funds made available by Section 94500, four hundred seventy-five million dollars (\$475,000,000) shall be available, upon appropriation by the Legislature, to the State Energy Resources Conservation and Development Commission to support any of the following activities related to the development of offshore wind generation:

(1) Construction of publicly owned port facilities for manufacturing, assembly, staging, and integration of entitlements and components for offshore wind generation.

(2) Expansion and improvement of public port infrastructure to accommodate vessels involved in the installation, maintenance, and operation of offshore wind generation.

(3) Upgrades to port facilities.

(b) The commission may expend moneys made available pursuant to subdivision (a) consistent with the strategic plan developed pursuant to Section 25991.

(c) The commission shall prioritize projects that can show matching funds or that are located at staging and integration ports that have released a notice of preparation pursuant to the California Environmental Quality Act process on or before February 29, 2024.

CHAPTER 10. FISCAL PROVISIONS

95000. (a) Bonds in the total amount of ten billion dollars (\$10,000,000,000), not including the amount of any refunding bonds issued in accordance with Section 95012, may be issued and sold for carrying out the purposes expressed in this division and to reimburse the General Obligation Bond Expense Revolving Fund pursuant to Section 16724.5 of the Government Code. The bonds, when sold, issued, and delivered, shall be and constitute a valid and binding obligation of the State of California, and the full faith and credit of the State of California is hereby pledged for the punctual payment of both the principal of, and interest on, the bonds as the principal and interest become due and payable.

(b) The Treasurer shall cause the issuance and sell the bonds authorized by the committee pursuant to subdivision (a) in the amount determined by the committee to be necessary or desirable pursuant to Section 95003. The bonds shall be issued and sold upon the terms and conditions specified in a resolution to be adopted by the committee pursuant to Section 16731 of the Government Code.

95001. The bonds authorized by this division shall be prepared, executed, issued, sold, paid, and redeemed as provided in the State General Obligation Bond Law, and all of the provisions of that law, except subdivisions (a) and (b) of Section 16727 of the Government Code, apply to the bonds and to this division and are hereby incorporated in this division as though set forth in full in this division.

95002. (a) Solely for the purpose of authorizing the issuance and sale, pursuant to the State General Obligation Bond Law, of the bonds authorized by this division, the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Finance Committee is hereby created. For purposes of this division, the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Finance Committee is the “committee,” as that term is used in the State General Obligation Bond Law.

(b) The committee consists of the Director of Finance, the Treasurer, the Controller, the Secretary of the Natural Resources Agency, and the Secretary for Environmental Protection. Notwithstanding any other law, any member may designate a representative to act as that member in that member’s place for all purposes, as though the member were personally present.

(c) The Treasurer shall serve as the chairperson of the committee.

(d) A majority of the committee may act for the committee.

95003. The committee shall by resolution determine whether or not it is necessary or desirable to issue and sell bonds authorized by this division in order to carry out the actions specified in this division and, if so, the amount of bonds to be issued and sold. Successive issues of bonds may be authorized and sold to carry out those actions progressively, and it is not necessary that all of the bonds authorized to be issued be sold at any one time.

95004. For purposes of the State General Obligation Bond Law, “board,” as defined in Section 16722 of the Government Code, means the Secretary of the Natural Resources Agency.

95005. There shall be collected each year and in the same manner and at the same time as other state revenue is collected, in addition to the ordinary revenues of the state, a sum in an amount required to pay the principal of, and interest on, the bonds becoming due in that year. It is the duty of all officers charged by law with any duty regarding the collection of the revenue to do and perform each and every act that is necessary to collect that additional sum.

95006. Notwithstanding Section 13340 of the Government Code, there is hereby continuously appropriated from the General Fund in the State Treasury, for the purposes of this division, and without regard to fiscal years, an amount that will equal the total of the following:

(a) The sum annually necessary to pay the principal of, and interest on, bonds issued and sold pursuant to this division, as the principal and interest become due and payable.

(b) The sum that is necessary to carry out Section 95009.

95007. The board may request the Pooled Money Investment Board to make a loan from the Pooled Money Investment Account or any other form

of interim financing in accordance with Section 16312 of the Government Code, for the purpose of carrying out this division. The amount of the request shall not exceed the amount of the unsold bonds that the committee has, by resolution, authorized to be sold for the purpose of carrying out this division, excluding any refunding bonds authorized pursuant to Section 95012, less any amount loaned and not yet repaid pursuant to this section and any amount withdrawn from the General Fund pursuant to Section 95009 and not yet returned to the General Fund. The board shall execute those documents required by the Pooled Money Investment Board to obtain and repay the loan. Any amounts loaned shall be deposited in the fund to be allocated in accordance with this division.

95008. Notwithstanding any other provision of this division, or of the State General Obligation Bond Law, if the Treasurer sells bonds pursuant to this chapter that include a bond counsel opinion to the effect that the interest on the bonds is excluded from gross income for federal tax purposes under designated conditions or is otherwise entitled to any federal tax advantage, the Treasurer may maintain separate accounts for the bond proceeds invested and for the investment earnings on those proceeds and may use or direct the use of those proceeds or earnings to pay any rebate, penalty, or other payment required under federal law or take any other action with respect to the investment and use of those bond proceeds, as may be required or desirable under federal law in order to maintain the tax-exempt status of those bonds and to obtain any other advantage under federal law on behalf of the funds of this state.

95009. For purposes of carrying out this division, the Director of Finance may authorize the withdrawal from the General Fund of an amount or amounts not to exceed the amount of the unsold bonds that have been authorized by the committee to be sold for the purpose of carrying out this division, excluding refunding bonds authorized pursuant to Section 95012, less any amount loaned pursuant to Section 95007 and not yet repaid and any amount withdrawn from the General Fund pursuant to this section and not yet returned to the General Fund. Any amounts withdrawn shall be deposited in the fund to be allocated in accordance with this division. Any moneys made available under this section shall be returned to the General Fund, with interest at the rate earned by the moneys in the Pooled Money Investment Account, from proceeds received from the sale of bonds for the purpose of carrying out this division.

95010. All moneys deposited in the fund that are derived from premiums and accrued interest on bonds sold pursuant to this division shall be reserved in the fund and shall be available for transfer to the General Fund as a credit to expenditures for bond interest, except that amounts derived from premiums may be reserved and used to pay costs of bond issuance before any transfer to the General Fund.

95011. Pursuant to the State General Obligation Bond Law, the cost of bond issuance shall be paid or reimbursed out of the bond proceeds, including premiums, if any. To the extent the cost of bond issuance is not paid from premiums received from the sale of bonds, these costs shall be allocated

proportionally to each program funded through this division by the applicable bond sale.

95012. The bonds issued and sold pursuant to this division may be refunded in accordance with Article 6 (commencing with Section 16780) of Chapter 4 of Part 3 of Division 4 of Title 2 of the Government Code, which is a part of the State General Obligation Bond Law. Approval by the voters of the state for the issuance of the bonds under this division shall include approval of the issuance, sale, or exchange of any bonds issued to refund any bonds originally issued under this division or any previously issued refunding bonds. Any bond refunded with the proceeds of a refunding bond as authorized by this section may be legally defeased to the extent permitted by law in the manner and to the extent set forth in the resolution, as amended from time to time, authorizing that refunded bond.

95013. Notwithstanding Section 16727 of the Government Code, funds provided pursuant to this division may be used for grants and loans to nonprofit organizations to repay financing described in Section 22064 of the Financial Code related to projects that are consistent with the purpose of the respective provisions of this division.

95014. The proceeds from the sale of bonds authorized by this division are not “proceeds of taxes” as that term is used in Article XIII B of the California Constitution, and the disbursement of these proceeds is not subject to the limitations imposed by that article.

95015. Bonds issued under this division may, whenever practical, be aligned with generally recognized principles and best practices guidelines for financing climate mitigation, adaptation, or resilience projects.

SEC. 3. Section 2 of this act shall take effect upon the approval by the voters of the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, as set forth in Section 2 of this act.

SEC. 4. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 5. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to place the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 on the November 5, 2024, statewide general election ballot and to expedite the implementation of the projects supported by that bond act for the protection of public health, safety, and the environment, it is necessary for this measure to take effect immediately.

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Santa Ana Watershed Project Authority Communications Report

To: Commission
From: Emily Fuentes, Senior Communications Specialist
Subject: Communications Highlights from November 2025
Date: December 2, 2025

- **50th Anniversary Preparation:** On Nov. 18, staff presented several event venue options to the Commission for the 50th Anniversary event. Commissioners decided on an evening event at Crestmore Manor in Riverside. Staff is working to complete the content for the commemorative video and book. Two full days of interviews – on Nov. 4 and 24 - were conducted to use in both the book and video. Interviewees included previous staff, Commissioners, and General Managers.
- **CARP Updates:** Staff provided support for the CARP presentation to the OWOW Steering Committee on Nov. 20. Preparations are underway for the third Community Advisory Panel (CAP) meeting, which will take place on Dec. 17. Staff also gathered photos and video from some of our partner community-based organizations (CBOs) to create social media posts to highlight the CARP survey. Staff continue to meet with Woodard and Curran in planning sessions, and also meet with CARP grant partners (the Soboba Band of Luiseno Indians and UC Riverside) every other week. Please encourage your friends and family to take the CARP survey, which can be found at [SAWPA.GOV/CARP](https://www.sawpa.gov/carp)
- **Americans with Disabilities Act (ADA) Digital Work:** Staff has been working with IT on implementing an ADA-compliant solution for the SAWPA website. The need for this solution stemmed from state and federal requirements that make PDFs on websites accessible to people with disabilities.
- **PRSA Gala:** Staff attended the PRSA Inland Empire 60th Diamond Anniversary Polaris Awards Gala at Crestmore Manor in Riverside on Nov. 13. The organization recognizes outstanding public relations and communications through the awards.
- **Planet Bids Process Updates:** Admin staff is working on updating processes and templates for Planet Bids.
- **Commissioner Onboarding Packet:** Staff is working on a standardized Commissioner Onboarding Packet that can be given to new Commissioners when they first join. The packet includes a welcome message, upcoming meeting dates, and other helpful information.
- **Social Media:** Staff is in the final stages of a social media plan with a more robust schedule. In the meantime, please follow SAWPA for the latest news and updates.
 - o **Instagram:** [@sawpa_water](https://www.instagram.com/sawpa_water)
 - o **LinkedIn:** [Santa Ana Watershed Project Authority](https://www.linkedin.com/company/santa-ana-watershed-project-authority)
 - o **YouTube:** [SAWPA Tube](https://www.youtube.com/channel/UC...)