

**RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT
REGULAR MEETING OF THE
BOARD OF DIRECTORS**

October 18, 2021 (6:30 p.m.)
Visitor's / Depot Center
6730 Front Street
Rio Linda, CA 95673

THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC WITH SOME REASONABLE LIMITATIONS PURSUANT TO CURRENT STATE AND COUNTY GUIDELINES. ALL IN-PERSON ATTENDEES ARE REQUIRED TO WEAR MASKS PURSUANT TO THE SACRAMENTO COUNTY PUBLIC HEALTH ORDER.

Our Mission is to provide a safe and reliable water supply in a cost-effective manner.

AGENDA

The Board may discuss and take action on any item listed on this agenda, including items listed as information items. The Board may also listen to the other items that do not appear on this agenda, but the Board will not discuss or take action on those items, except for items determined by the Board pursuant to state law to be of an emergency or urgent nature requiring immediate action. The Board may address any item(s) in any order as approved by the Board.

The public will be given the opportunity to directly address the Board on each listed item during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or any majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection at the District office at 730 L Street, Rio Linda, CA 95673. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the District office at (916) 991-1000. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

1. CALL TO ORDER, ROLL CALL

2. PUBLIC COMMENT

2.1. Members of the public are invited to speak to the Board regarding items within the subject matter jurisdiction of the District that are not on the agenda or items on the consent agenda. Each speaker may address the Board once under Public Comment for a limit of 2 minutes. (Policy Manual § 2.01.160).

3. CONSENT CALENDAR (Action items: Approve Consent Calendar Items)

3.1. Minutes

The Board is being asked to approve the Minutes from the September 20, 2021 Regular Board Meeting.

3.2. Expenditures

The Executive Committee recommends the Board approve the August 2021 Expenditures.

3.3. Financial Reports

The Executive Committee recommends the Board approve the August 2021 Financial Report.

REGULAR CALENDAR

4. ITEMS FOR DISCUSSION AND ACTION

4.1. GM Report.

4.1.1. The General Manager, Tim Shaw will provide his monthly report to the Board of Directors.

4.2. District Engineer’s Report.

4.2.1. The Contract District Engineer will provide his monthly report to the Board of Directors.

4.3. Consider approving the standardized contract with Rawles Engineering Inc. for annual pipeline replacement project.

4.4. Consider ratifying the addendum from Continental Utility Systems Inc. (CUSI, billing software services provider) for the rate restructuring modifications.

4.5. Consider approving an addendum to the General Manager’s Employment Agreement.

4.6. Consider voting in the Sacramento LAFCo elections.

4.7. Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065.

5. INFORMATION ITEMS

5.1. District Activities Reports

5.1.1. Water Operations Report

5.1.2. Leak Repair Status Report

5.1.3. Completed and Pending Items Report

5.1.4. SWRCB Notice for Arrearages Funding Workshop

5.1.5. Water Forum Coequal Objectives Email

5.2. Board Member Reports

5.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065

5.2.2. Sacramento Groundwater Authority – Harris (primary), Reisig

5.2.3. Executive Committee – Jason Green, Robert Reisig

5.2.4. ACWA/JPIA – Ridilla

5.2.5. Sacramento County LAFCo, Special Districts Advisory Committee – Reisig

5.2.6. MOU Renewal Negotiating Ad Hoc – John Ridilla, Robert Reisig

6. DIRECTORS’ AND GENERAL MANAGER COMMENTS

7. ADJOURNMENT

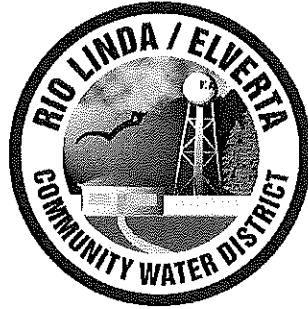
Upcoming meetings:

Executive Committee

November 1, 2021, Monday, 6:00 pm Visitors / Depot Center, 6730 Front St. Rio Linda, CA

Board Meeting

November 15, 2021, Monday, 6:30 pm Visitors / Depot Center, 6730 Front St Rio Linda, CA.



**Consent Calendar
Agenda Item: 3.1**

Date: October 18, 2021

Subject: Minutes

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

N/A -Minutes of Board meetings are not reviewed by committees.

Current Background and Justification:

These minutes are to be reviewed and approved by the Board of Directors.

Conclusion:

I recommend the Board review and approve (as appropriate) the minutes of meetings provided with your Board packets.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____.

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

**MINUTES OF THE SEPTEMBER 20, 2021
BOARD OF DIRECTORS PUBLIC HEARING AND REGULAR MEETING
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

1. CALL TO ORDER, ROLL CALL

The September 20, 2021 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. Visitor’s Depot Center 6730 Front Street, Rio Linda, CA 95673. This meeting will be physically open to the public with some reasonable limitations pursuant to current state and county guidelines. all in-person attendees are required to wear masks pursuant to the Sacramento County public health order and the federal Americans with disabilities act. President Harris led the pledge of allegiance.

General Manager Tim Shaw took roll call of the Board of Directors. President Jason Green, Director Robert Reisig, Director Mary Harris, Director Gifford and General Manager Tim Shaw, Legal Counsel were present. Director Ridilla was absent.

2. PUBLIC COMMENT

Public Member – Ted Costa, Board Member from the San Juan Water District, spoke to the Board of Directors about his running for LAFCo.

3. PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION NO. 2021-04 FY 2021/2022 Budgets.

- 3.1. **Open Public Hearing**
- 3.2. **Presentation of the item by staff of FY 2021-22 Operating and Capital Budget**
- 3.3. **Public Comment-** Members of the public made comments to the Board and General Manager.
- 3.4. **Close Public Hearing -**
- 3.5. **Consider Adoption of Resolution No. 2021-04 FY 2021-22 Operating and Capital Budget**

It was moved by Director Reisig and seconded by Director Gifford to adopt Resolution No. 2021-04 Fiscal Year 2021-2022.

Directors Green, Harris, Reisig, Gifford voted yes. Director Ridilla was absent. The motion carried with a vote of 4-0-0.

Public member made a comment.

4. CONSENT CALENDAR

- 4.1 Minutes – August 16, 2021 Meetings
- 4.2 July Expenditures
- 4.3 July Financial Reports

No public comment.

It was moved by Director Harris and seconded by Director Green to approve the Consent Calendar. Directors Green, Reisig, Gifford and Harris voted yes. The motion carried with a roll call vote of 4-0-0.

REGULAR CALENDAR

5. ITEMS FOR DISCUSSION AND ACTION

5.1 General Manager's Report

The General Manager presented his monthly report and offered to answer any questions the Board may have.

The Board made no action on this item.

5.2 District Engineer's Report – Mike Vasquez

Mike Vasquez provided a written report to the Board of projects in the works since the last meeting of the Board and offered to answer questions. The report highlighted topics of General Engineering, Active Development Reviews, Well 16 Pumping Station Construction Project.

Comments/Questions – No public Comment.

The Board made no action on this item.

5.3 Consider approving the Request for Proposals (RFP) for professional services to draft the RLECWD 2020 Urban Water Management Report.

2020 UWMPs were due for submittal to the California Department of Water Resources (DWR) on July 1, 2021. The RLECWD Board previously directed staff to bring an RFP to the Board for consideration. This process was postponed due to the unanticipated postponement of the June 2021 rates adjustment public hearing. It was virtually infeasible to move forward on drafting a 2020 UWMP under the uncertainty of the 2016-2020 rate structure. Furthermore, the 2016-2020 rate structure and its incompatibility with water loss, water efficiency and conservation mandates would have been unjustifiable.

The statutes and principles associated with the every 5-years cycle for adopting UWMPs continues to provide grants and low-interest loan ineligibility as a deterrent to those agencies considering NOT adopting an UWMP. Similarly, even if an agency adopts a new UWMP, written to comply with DWR published guidelines, grant and loan eligibility may be compromised if the agency fails to continue compliance with tangible, key elements of the 2020 UWMP. For example, an agency can adopt a new UWMP, get DWR approval of their 2020 UWMP, then fail to comply with indoor water use efficiency standards and become grants/loans ineligible despite having an adopted plan.

Contrastingly, if an agency decides to intentionally opt out of UWMP adoption to save the \$30,000 to \$50,000 preparation cost because the agency doubts its ability to comply with water loss, water efficiency or water conservation mandates, that agency may save money on the 2020 UWMP preparation cost, but that agency will likely see those savings offset by fines levied by the state for failing to achieve water loss, water efficiency or water conservation standards. In a sense, agencies can be penalized either way.

Public/Director -Comments/Questions – Public member Suella commented on the UWM Report. GM Shaw responded. Director Harris asked about the cost for which GM Shaw responded of an estimate of about \$50k.

It was moved by Director Reisig and seconded by Director Green to approve the RFP for professional services to draft the RLECWD 2020 UWM Report. Directors Green, Reisig, and Gifford voted yes. Director Harris voted no. Director Ridilla was absent. The motion carried with a vote of 3-1-0.

5.4 Status Report on Engaging Professional Services for Pipe Replacement Project.

The District Engineer reported to the Executive Committee on 9/7/2021 the status of the Annual Pipe Replacement Project RFP. At that time, contract negotiations were ongoing with the second most qualified respondent, but were not finalized. The Executive Committee's action was to forward an item to the 9/20/2021 Board Meeting with a recommendation to award the contract to the contractor if negotiations were complete. As of the date of preparing this agenda item, negotiations with the second most qualified respondent have not been finalized. Therefore, this item will serve as a status update and Board discussion, with no recommendation or requested Board action.

Negotiations with the most qualified contractor were unsuccessful, and therefore Staff commenced negotiations with the second most qualified respondent at the direction of the Executive Committee on 8/2/2021.

No Board action is required on this item for informational only.

5.5 Consider approving the small-scope engagement contract with Affordable Heating and Air to replace the dysfunctional 1986 3-ton AC/Heat Pump package unit.

The District office is served by 3 separate heating ventilation and air conditioning (HVAC) units. The middle HVAC unit began to deteriorate this summer. The unit cannot cool the office when the outside temperature approaches 90 degrees. Staff contacted a local HVAC service provider, who inspected the HVAC unit on the roof of the office. The local service provider confirmed the dysfunction and stated that the unit was built in 1986 (35-yrs ago) and they recommended replacement instead of attempted repair.

The threshold for prevailing wage services for a government agency is \$1,000, the cost to replace this old HVAC unit is well over \$1,000. The District's practice for documenting and compelling compliance with prevailing wage requirements is to use the District's standardized, Board pre-approved small-scope contract. This standardized contract stipulates all applicable statutory requirements; e.g., prevailing wage, workers comp insurance, liability insurance etc.

Staff has been corresponding with at least two local HVAC service providers to obtain quotes and verify qualification / experience. One observed impediment is the lack of experience for service to government agencies, which inspires reluctance by the service providers when they review the District's small-scope contract.

Public member Suela commented on this item.

It was moved by Director Harris and seconded by Director Reisig approved the contract with Affordable Heating and Air to replace the 1986 3-ton AC/Heat Pump packing unit. Directors Green, Reisig, Harris, and Gifford voted yes. Director Ridilla was absent. The motion carried with a vote of 4-0-0.

5.6. Consider nominating any interested RLECWD Board Member(s) to participate in the Sacramento LAFCo elections.

The notice from Sacramento County LAFCo, included as a document associated with this item.

No public comment. **No action was taken by the Board on this item.**

5.7. Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065

No action taken.

6. INFORMATION ITEMS

6.1. DISTRICT ACTIVITY REPORT

- 6.1.1. Water Operations – Written Report provided.
- 6.1.2. Leak Repair Status Report – Written Report Provided.
- 6.1.3. Completed and Pending Items Report- Report provided.

Public member Suela commented on the Leak Repair Status reports.

6.2. BOARD REPORTS

- 6.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065
- 6.2.2. Sacramento Groundwater Authority – Harris, Reisig. – No meeting.
- 6.2.3. Executive Committee – Green, Reisig - Minutes provided.
- 6.2.4. ACWA/JPIA – Ridilla –No meeting.
- 6.2.5 LAFCo Special District Advisory Committee – Reisig –No. meeting.
- 6.2.6 MOU Renewal Negotiating Ad Hoc – John Ridilla, Robert Reisig

7. Public Comment Prior to Closed Session.

No public comment.

8. CLOSED SESSION - The Board of Directors will meet in closed session to discuss the following items:

8.1. CONFERENCE WITH LABOR NEGOTIATORS - (Pursuant to Government Code Section 54957.6) District Negotiators, Shaw.RLECWD Employee General Unit, Teamster Local 150: MOU renewal negotiations.

9. RECONVENE IN OPEN SESSION

9.1. Announce any reportable actions authorized in closed session.

President Green reported there is no action taken during closed session.

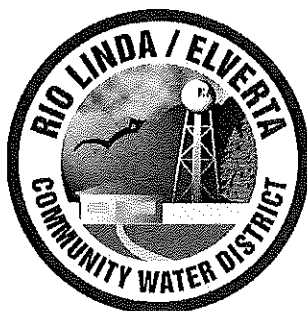
10. DIRECTORS' AND GENERAL MANAGER COMMENTS – GM Shaw will be off the week of September 27th.

11. ADJOURNMENT President Green adjourned the meeting at 8:36 p.m.

Respectfully submitted,

Timothy R. Shaw, Secretary

Jason Green, President of the Board



Consent Calendar Agenda Item: 3.2

Date: October 18, 2021

Subject: Expenditures

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends approval of the Expenditures for the month of August 2021.

Current Background and Justification:

These expenditures have been completed since the last regular meeting of the Board of Directors.

Conclusion:

I recommend the Board approve the Expenditures for August 2021.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____.

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

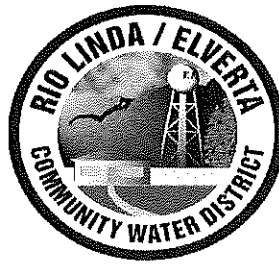
**Rio Linda Elverta Community Water District
Expenditure Report
August 2021**

Type	Date	Num	Name	Memo	Amount
Liability Check	08/11/2021	EFT	QuickBooks Payroll Service	For PP Ending 08/7/21 Pay date 08/12/21	16,218.56
Bill Pmt -Check	08/16/2021	EFT	WageWorks	FSA Administration Fee	76.25
Bill Pmt -Check	08/17/2021	EFT	ARCO	Transportation Fuel	579.27
Liability Check	08/12/2021	EFT	CalPERS	For PP Ending 08/7/21 Pay date 08/12/21	2,623.59
Liability Check	08/12/2021	EFT	CalPERS	For PP Ending 08/7/21 Pay date 08/12/21	1,110.54
Liability Check	08/12/2021	EFT	Internal Revenue Service	Employment Taxes	6,367.82
Liability Check	08/12/2021	EFT	Employment Development	Employment Taxes	1,333.49
Liability Check	08/12/2021	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,928.39
Bill Pmt -Check	08/12/2021	EFT	Adept Solutions	Computer Maintenance	1,208.00
Bill Pmt -Check	08/12/2021	EFT	Comcast	Phone/Internet	274.75
Bill Pmt -Check	08/12/2021	EFT	PG&E	Utilities	78.28
Bill Pmt -Check	08/12/2021	EFT	Republic Services	Utilities	91.46
Bill Pmt -Check	08/12/2021	EFT	Umpqua Bank Credit Card	Computer, Office, Postage, Publishing, Shop Supplies, Staff Training, Uniforms	1,551.10
Bill Pmt -Check	08/12/2021	EFT	Verizon	Field Communication, Field IT	75.46
Bill Pmt -Check	08/12/2021	EFT	Voyager	Transportation Fuel	444.69
Check	08/12/2021	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	65,720.00
Check	08/12/2021	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	16,775.00
Check	08/12/2021	1808	Teamsters	Union Dues	624.00
Check	08/12/2021	1809	Customer	Hydrant Meter Refund	993.60
Check	08/12/2021	1810	Customer	Final Bill Refund	11.35
Check	08/12/2021	1811	Customer	Final Bill Refund	40.00
Check	08/12/2021	1812	Customer	Final Bill Refund	95.95
Check	08/12/2021	1813	Customer	Final Bill Refund	75.39
Check	08/12/2021	1814	Customer	Final Bill Refund	341.91
Bill Pmt -Check	08/12/2021	1815	ABS Direct	Printing & Postage	855.04
Bill Pmt -Check	08/12/2021	1816	ACWA/JPIA Powers Insurance Authority	Property Insurance 2021-22	7,154.79
Bill Pmt -Check	08/12/2021	1817	ACWA/JPIA Powers Insurance Authority	EAP	25.70
Bill Pmt -Check	08/12/2021	1818	Affordable Heating & Air	Pumping Maintenance	875.00
Bill Pmt -Check	08/12/2021	1819	BSK Associates	Lab Fees	2,120.50
Bill Pmt -Check	08/12/2021	1820	CA Underground Facilities Safe Ex Board	Annual 811 Regulatory Fees	752.36
Bill Pmt -Check	08/12/2021	1821	CoreLogic Solutions	Metro Scan	134.75
Bill Pmt -Check	08/12/2021	1822	DirectHit Pest Control	Building Maintenance	75.00
Bill Pmt -Check	08/12/2021	1823	ICONIX Waterworks	Distribution Supplies	6,597.13
Bill Pmt -Check	08/12/2021	1824	Inductive Automation	Annual Maintenance Agreement Fee	2,472.00
Bill Pmt -Check	08/12/2021	1825	Intermedia.net	Phone/Internet	90.80
Bill Pmt -Check	08/12/2021	1826	Lechowicz & Tseng Municipal Consultants	Professional Fees	1,170.00
Bill Pmt -Check	08/12/2021	1827	Oreilly Automotive	Transportation Maintenance	143.78
Bill Pmt -Check	08/12/2021	1828	Rio Linda Elverta Recreation & Park	Meeting Expense	50.00
Bill Pmt -Check	08/12/2021	1829	Rio Linda Hardware & Building Supply	Shop Supplies	222.45
Bill Pmt -Check	08/12/2021	1830	RW Trucking	Distribution Supplies	703.15
Bill Pmt -Check	08/12/2021	1831	Sierra Chemical	Chemical Supplies	2,339.32
Bill Pmt -Check	08/12/2021	1832	SMUD	Utilities	27,923.59



**Rio Linda Elverta Community Water District
Expenditure Report
August 2021**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	08/12/2021	1833	Tesco Controls	Annual EMASS Maintenance, Pumping Maintenance	6,926.07
Bill Pmt -Check	08/12/2021	1834	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	08/12/2021	1835	White Brenner, LLP	Legal-June 2021 Prop 218 Fees	2,485.20
Liability Check	08/25/2021	EFT	Kaiser Permanente	Health Insurance	1,275.76
Liability Check	08/25/2021	EFT	Principal	Dental & Vision Insurance	1,691.46
Liability Check	08/25/2021	EFT	Western Health Advantage	Health Insurance	10,535.85
Liability Check	08/25/2021	EFT	QuickBooks Payroll Service	For PP Ending 08/21/21 Pay date 08/26/21	16,659.94
Liability Check	08/26/2021	EFT	CalPERS	For PP Ending 08/21/21 Pay date 08/26/21	2,649.49
Liability Check	08/26/2021	EFT	CalPERS	For PP Ending 08/21/21 Pay date 08/26/21	1,110.54
Liability Check	08/26/2021	EFT	Internal Revenue Service	Employment Taxes	6,372.02
Liability Check	08/26/2021	EFT	Employment Development	Employment Taxes	1,288.48
Liability Check	08/26/2021	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,965.47
Bill Pmt -Check	08/26/2021	EFT	Voyager	Transportation Fuel	425.98
Transfer	08/26/2021	EFT	RLECWD	Annual Operating Reserve Budget Transfer	7,300.00
Transfer	08/26/2021	EFT	RLECWD - SURCHARGE ACCOUNT 1	Bi-monthly Transfer	87,599.19
Transfer	08/26/2021	EFT	RLECWD - SURCHARGE ACCOUNT 2	Bi-monthly Transfer	72,845.63
Bill Pmt -Check	08/26/2021	1836	Buckmaster Office Solutions	Office Equipment	95.73
Bill Pmt -Check	08/26/2021	1837	EKI Environment & Water	Engineering	5,000.00
Bill Pmt -Check	08/26/2021	1838	Government Finance Officers Association	Membership Dues	150.00
Bill Pmt -Check	08/26/2021	1839	ICONIX Waterworks	Distribution Supplies	5,209.72
Bill Pmt -Check	08/26/2021	1840	Pacific Shredding	Office Expense	30.00
Bill Pmt -Check	08/26/2021	1841	Sierra Chemical	Chemical Supplies	1,739.58
Bill Pmt -Check	08/26/2021	1842	Spok, Inc.	Field Communication	15.40
Check	08/26/2021	1843	VOID	VOID	0.00
Bill Pmt -Check	08/26/2021	1844	Vulcan Materials Company	Distribution Supplies	839.45
Bill Pmt -Check	08/26/2021	1845	White Brenner, LLP	Legal	1,618.80
Bill Pmt -Check	08/26/2021	1846	Staples	Office Expense	125.41
Total 10000 - Bank - Operating Account					408,494.38



**Consent Calendar
Agenda Item: 3.3**

Date: October 18, 2021

Subject: Financial Reports

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends approval of the Districts Financial Reports for the month of August 2021.

Current Background and Justification:

The financial reports are for the District’s balance sheet, profit and loss, and capital improvements year to date.

These financials are to be presented to the Board of Directors in order to inform them of the District’s current financial condition.

Conclusion:

I recommend the Board approve the Financial Reports for August 2021.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____
Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

Rio Linda Elverta Community Water District
Balance Sheet
 As of August 31, 2021



ASSETS

Current Assets

Checking/Savings

100 · Cash & Cash Equivalents	
10000 · Operating Account	
10020 · Operating Fund-Umpqua	1,020,464.98
Total 10000 · Operating Account	1,020,464.98
10475 · Capital Improvement	
10480 · General	270,206.92
10481 · Cr6 Mitigation	454,500.00
10485 · Vehicle Replacement Reserve	90,000.00
Total 10450 · Capital Improvement	814,706.92
10490 · Future Capital Imp Projects	1,278,991.76
Total 100 · Cash & Cash Equivalents	3,114,163.66

102 · Restricted Assets

102.2 · Restricted for Debt Service	
10700 · ZIONS Inv/Surcharge Reserve	525,690.91
10300 · Surcharge 1 Account	815,386.47
10350 · Umpqua Bank Debt Service	66,052.77
10380 · Surcharge 2 Account	310,959.58
10385 · OpusBank Checking	557,805.32
Total 102.2 · Restricted for Debt Service	2,275,895.05
102.4 · Restricted Other Purposes	
10600 · LAIF Account	336,071.12
10650 · Operating Reserve Fund	309,124.80
Total 102.4 · Restricted Other Purposes	645,195.92

Total 102 · Restricted Assets	2,921,090.97
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Total Checking/Savings	6,035,254.63
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Accounts Receivable	50,700.00
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Other Current Assets

12000 · Water Utility Receivable	100,826.20
12200 · Accrued Revenue	150,000.00
12250 · Accrued Interest Receivable	721.31
15000 · Inventory Asset	37,280.90
16000 · Prepaid Expense	79,637.00

Total Other Current Assets	368,465.41
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Total Current Assets	6,454,420.04
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Fixed Assets

17000 · General Plant Assets	661,464.54
17100 · Water System Facilites	24,938,800.63
17300 · Intangible Assets	373,043.42
17500 · Accum Depreciation & Amort	-10,472,675.54
18000 · Construction in Progress	424,288.05
18100 · Land	576,673.45

Total Fixed Assets	16,501,594.55
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Other Assets

18500 · ADP CalPERS Receivable	500,000.00
19000 · Deferred Outflows	227,638.00
19900 · Suspense Account	153.83

Total Other Assets	727,791.83
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TOTAL ASSETS	23,683,806.42
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Rio Linda Elverta Community Water District

Balance Sheet

As of August 31, 2021

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable 44,095.54

Credit Cards 60.00

Other Current Liabilities 904,909.60

Total Current Liabilities 949,065.14

Long Term Liabilities

23000 · OPEB Liability 115,693.00

23500 · Lease Buy-Back 607,287.27

25000 · Surcharge 1 Loan 3,468,784.61

25050 · Surcharge 2 Loan 2,555,040.16

26000 · Water Rev Refunding 1,658,697.00

26500 · ADP CalPERS Loan 470,000.00

27000 · Community Business Bank 193,071.58

29000 · Net Pension Liability 1,055,771.00

29500 · Deferred Inflows-Pension 20,431.00

29600 · Deferred Inflows-OPEB 82,332.00

Total Long Term Liabilities 10,227,107.62

Total Liabilities 11,176,172.76

Equity

31500 · Invested in Capital Assets, Net 6,941,771.46

32000 · Restricted for Debt Service 705,225.24

38000 · Unrestricted Equity 4,724,019.26

Net Income 136,617.70

Total Equity 12,507,633.66TOTAL LIABILITIES & EQUITY 23,683,806.42

Rio Linda Elverta Community Water District
Operating Profit & Loss Budget Performance
As of July 31, 2021

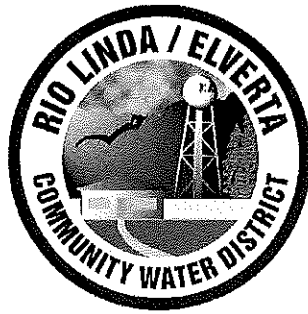


	<u>Annual Budget</u>	<u>Aug 21</u>	<u>Jul-Aug 21</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Ordinary Income/Expense					
Income					
Total 40000 · Operating Revenue	2,862,870.00	166,920.29	348,344.06	12.17%	2,514,525.94
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	300.00	3.09	280.24	93.41%	19.76
Surcharg Total 41110 · Investment Revenue	300.00	3.09	280.24	93.41%	19.76
41120 · Property Tax	95,700.00	2,332.59	2,332.59	2.44%	93,367.41
Total 41000 · Nonoperating Revenue	96,000.00	2,335.68	2,612.83	2.72%	93,387.17
Total Income	2,958,870.00	169,255.97	350,956.89	11.86%	2,607,913.11
Gross Income	2,958,870.00	169,255.97	350,956.89	11.86%	2,607,913.11
Expense					
60000 · Operating Expenses					
60010 · Professional Fees	100,050.00	8,308.24	10,308.24	10.30%	89,741.76
60100 · Personnel Services					
60110 · Salaries & Wages	770,402.00	51,633.62	97,234.79	12.62%	673,167.21
60150 · Employee Benefits & Expense	463,569.00	25,608.02	47,332.20	10.21%	416,236.80
Total 60100 · Personnel Services	1,233,971.00	77,241.64	144,566.99	11.72%	1,089,404.01
60200 · Administration	216,767.00	8,362.24	53,084.84	24.49%	163,682.16
64000 · Conservation	300.00	0.00	0.00	0.00%	300.00
65000 · Field Operations	538,200.00	41,638.26	73,063.64	13.58%	465,136.36
Total 60000 · Operating Expenses	2,089,288.00	135,550.38	281,023.71	13.45%	1,808,264.29
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	148,158.00	0.00	0.00	0.00%	148,158.00
69110 · Interest	53,111.00	0.00	0.00	0.00%	53,111.00
Total 69100 · Revenue Bond	201,269.00	0.00	0.00	0.00%	201,269.00
69125 · AMI Meter Loan					
69130 · Principle	51,344.00	0.00	25,474.75	49.62%	25,869.25
69135 · Interest	7,170.00	0.00	3,782.21	52.75%	3,387.79
Total 69125 · AMI Meter Loan	58,514.00	0.00	29,256.96	50.00%	29,257.04
69200 · PERS ADP Loan					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,850.00	0.00	0.00	0.00%	1,850.00
Total 69100 · PERS ADP Loan	31,850.00	0.00	0.00	0.00%	31,850.00
Total 69010 · Debt Service	291,633.00	0.00	29,256.96	10.03%	262,376.04
69400 · Other Non-Operating Expense	3,000.00	0.00	0.00	0.00%	3,000.00
Total 69000 · Non-Operating Expenses	294,633.00	0.00	29,256.96	9.93%	265,376.04
Total Expense	2,383,921.00	135,550.38	310,280.67	13.02%	2,073,640.33
Net Ordinary Income	574,949.00	33,705.59	40,676.22		
Net Income	574,949.00	33,705.59	40,676.22		

Accrual Basis

Rio Linda Elverta Community Water District
CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2020-21
 As of August 31, 2021

	GENERAL		FUTURE CAPITAL IMPROVEMENT PROJECTS		VEHICLE & LARGE EQUIPMENT REPLACEMENT	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
FUNDING SOURCES						
Fund Transfers						
Operating Fund Transfers In	576,700.00	131,140.00	-	-	-	-
CIP Fund Intrafund Transfers	(381,468.00)	-	371,468.00	-	10,000.00	-
Fund Transfer from Operating			28,000.00			
Surcharge 2 Surplus Repayment	79,747.00	-	-	-	-	-
Investment Revenue	300.00	12.83	125.00	21.73	-	-
PROJECTS						
A · WATER SUPPLY	-					
A-1 · Miscellaneous Pump Replacements	40,000.00	-				
Total A · WATER SUPPLY	40,000.00	-	-	-	-	-
B · WATER DISTRIBUTION						
B-1 · Service Replacements	30,000.00	-	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	-	-	-	-	-
B-3 · Large Meter Replacements	5,000.00	-	-	-	-	-
B-4 · Pipeline Replacement	-	-	450,000.00	-	-	-
Total B · WATER DISTRIBUTION	155,000.00	-	450,000.00	-	-	-
M · GENERAL PLANT ASSETS						
M-1 · Urban Water Management Plan	50,000.00	-	-	-	-	-
M-2 · Office Air Conditioner Replacement	8,200.00	-	-	-	-	-
M-3 · Server Replacement	8,000.00	-	-	-	-	-
M-4 · Dump Truck	-	-	-	-	85,000.00	-
Total M · GENERAL PLANT ASSETS	66,200.00	-	-	-	85,000.00	-
TOTAL BUDGETED PROJECT EXPENDITURES	261,200.00	-	450,000.00	-	85,000.00	-



**Items for Discussion and Action
Agenda Item: 4.1**

Date: October 18, 2021
Subject: General Manager’s Report
Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

The General Manager will provide a written report of District activities over the period since the last regular Board meeting. The Board may ask for clarifications and may also provide direction in consideration of the reported activities.

Conclusion:

No Board action is anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green ____ Gifford____ Reisig____.
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



Date: October 18, 2021

Subject: General Manager Report

Staff Contact: Timothy R. Shaw, General Manager

For the given month, I participated in the following reoccurring meetings and special events: The HVAC system repair was completed this week. The repair should actually lower the energy bills for the office. Demands of time for MOU renewal negotiations was significant for this reporting period.

1. On September 22nd, The medical, dental, vision insurance broker met with RLECWD employees for the annual open enrollment process.
2. On September 24th, I met with the Contract District Engineer to discuss staff reports and the negotiation with Rawles Engineering Inc for the annual pipe replacement project.
3. Sept. 27th to Sept. 30th · I took vacation days and completed a number of deferred maintenance items for my family.
4. On Oct. 5th, I participated in the State Water Resources Control Board (SWRCB) meeting to ask questions and provide feedback on the SWRCB Arrearages Program Requirements, which among other issues, requires water agencies to waive late fees to be eligible for funding.
5. On Oct. 6th, I met with the District Engineer and one of the interested firms for the 2020 Urban Water Management Plan.
6. On October 6th, I participated in a Water Forum, Water Caucus meeting. There was an unreasonable volume of debate on the established protocols for reaching consensus. There was also contention regarding the Environmental Caucus efforts to amend the coequal objectives to include Social Equity and Environmental Justice elements.
7. On Oct. 7th, I met with an Amazon account representative to transition the Districts account to a business account, which has elements more beneficial to a government agency and includes free shipping on most items. The transition has zero membership fee.
8. On October 11th, I met with the RLECWD MOU Renewal Ad Hoc Committee to discuss a response to the counter proposal received that same morning.

9. On October 14th, I participated in the SGA regular and special meetings held at 9:00 and 2:00 respectively. Agendas from these meetings are included in the packet of documents associated with the October 18th RLECWD Board meeting.

Throughout the reporting period, additional demands for resources were incurred from:

- MOU Renewal
- HR issues associated with employees work status
- HVAC unit and duct work modifications.

Additional items of interest:

I interacted with SWRCB staff beyond the SWRCB meeting. I requested and received contact information for the staff person assigned to the Hexavalent Chromium MCL re-establishment. Melissa Hall, PE, Senior Water Resources Control Engineer emailed to update the current projected schedule for readoption of the MCL. The Notice of Proposed Rulemaking is now late January to Early February. Ms. Hall also phoned me to convey the reasons for delay (previously the SWRCB website indicated Summer of 2021).

I have also been working with U.S. Environmental Protection Agency on a mandate for the District to update it's Vulnerability Assessment and corresponding Emergency Response Plan.



Items for Discussion and Action
Agenda Item: 4.2

Date: October 18, 2021
Subject: District Engineer's Report
Staff Contact: Mike Vasquez, District Engineer

Recommended Committee Action:

N/A this item is not discussed at committees.

Current Background and Justification:

The District Engineer will provide a written report to the Board of Directors on engineering activities since the previous monthly meeting. The Board may ask for clarifications and may also provide direction in response to the report.

Conclusion:

There is no Board action anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

13 October 2021

DISTRICT ENGINEER'S REPORT

To: Tim Shaw, General Manager, Rio Linda / Elverta Community Water District

From: Mike Vasquez, PE, PLS, Principal (EKI), District Engineer (RL/ECWD)

Subject: **District Engineer's Report for the 18 October 2021 Board of Directors Meeting**

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 16 September 2021 to 13 October 2021:

1. General District Engineering:

- Met with the General Manager on 9/24/2021 for a general check in on District tasks and expectations.
- Reviewed an online tutorial with guidance on preparing a Risk and Resilience Assessment (RRA) as required by Section 2013 of America's Water Infrastructure Act of 2018 (AWIA) for community water systems that serve more than 3,300 people. The RRA assesses the risks to and resilience of the water system from malevolent acts and natural hazards. A task order to prepare the RRA using the United States Environmental Protection Agency's (EPA) Small System RRA Checklist as a template was submitted to the General Manager for consideration.

2. Active Development Reviews (only projects with updates from the last Board Meeting):

- 5845 Dry Creek Road (Between E Street and C Street) – The developer's engineer submitted plans and paid review fees on 9/29/2021 to install a new 1.5" water service and an 8" hydrant connection for a new residential structure. Comments were provided on the same day.
- 428 West Delano Street (5 residential lots, between El Rio Avenue and Marindell Street) – The developer submitted plans and paid review fees on 9/29/2021 to install of approximately 650 feet of new 8" water main and 5 water services for 5 new residential lots. The new water main would connect to an existing 8" water main on Delano Street. Comments were provided on the same day.

3. Well 16 Pump Station Construction Project:

- Staff continues to anticipate that the project final completion report will be approved by DWR by the end of October 2021.

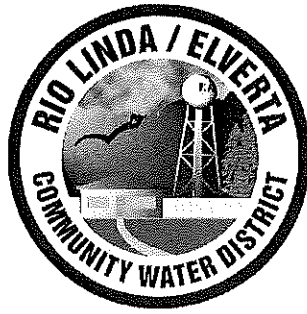
4. 2020 Urban Water Management Plan (UWMP) Request for Proposals (RFP):

- Publicly advertised the RFP on 9/21/2021. Conducted a pre-proposal conference with the General Manager on 10/6/2021. Two firms have shown continual interest in responding to the RFP. Proposals are due on 10/22/2021 at 2 PM.

Please contact me directly at the office (650) 292-9112, cell phone (530) 682-9597, or email at mvasquez@ekiconsult.com with any questions or require additional information.

Very truly yours,

Mike Vasquez, PE, PLS
Principal (EKI), District Engineer (RL/ECWD)



Items for Discussion and Action

Agenda Item: 4.3

Date: October 18, 2021

Subject: Consider approving the standardized contract with Rawles Engineering Inc. for the annual pipeline replacement project

Staff Contact: Mike Vasquez, PE, PLS, Contract District Engineer

Recommended Committee Action:

The Executive Committee on 10/4/2021 forwarded an item to the 10/18/2021 Board of Director's Meeting with a recommendation to award a contract to Rawles Engineering, Inc. to construct the annual pipeline replacement project.

Current Background and Justification:

Four proposals were received by the District on 6/3/2021 from Anvil Builders, Inc., Rawles Engineering, Inc., North Star Construction and Engineering, Inc., and C.E. Cox Engineering, Inc. Anvil Builder's Inc. was deemed the most qualified respondent, but negotiations with them were unsuccessful. Staff then commenced negotiations with the second most qualified respondent, Rawles Engineering, Inc. at the direction of the Executive Committee. These negotiations resulted in a pipe replacement project that most efficiently utilizes the District's budget and installs the most amount of pipeline and a reasonable cost. It is recommended that the District award the contract to Rawles Engineering, Inc., to install approximately 1,500 feet of 8-inch diameter ductile iron water main pipeline on Dry Creek Road, 19 water services, and appurtenances. The proposed project would commence at U Street and run south approximately 1,500 feet along Dry Creek Road.

The current, temporary in-house staffing limitations prevent the potential of the District's Operations Staff to assist with construction, therefore the entirety of the pipe replacement project is proposed to be constructed by Rawles Engineering, Inc.

The proposed contract amount to be awarded to Rawles Engineering, Inc. is \$449,343.75. Annual pipe replacement project Capital Improvement Program (CIP) budgets for fiscal years 2020/2021 and 2021/2022 in the amount of \$422,400 will be utilized for this project, along with an additional budgeted amount of \$28,000, and an allocated interest amount of \$114, for a grand total of \$450,514.

It is recommended to award the contract now to Rawles Engineering, Inc., but wait to issue the Notice to Proceed with construction notice until Spring 2022 to allow for procurement of an encroachment permit from Sacramento County and for weather and regulatory requirements during the defined rainy season (Storm Water Pollution Prevention Plan or SWPPP). In addition, asphalt paving and roadway slurry seal requirements are also weather dependent.

The standardized contract document associated with this item is included in your agenda packet.

Conclusion:

I recommend the Board of Directors approve the standardized contract with Rawles Engineering, Inc. for construction of the annual pipe replacement project, and further direct staff to execute all documents necessary to award and construct the project.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Harris: _____ Green: _____ Gifford: _____ Reisig: _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RLECWD Agenda Item Checklist

Item 4.3

Date

Initial Potential Meeting Date

10/18 /2021

Circle High/Medium/Low priority of Item and Identify if in line with Mission/
Goal/Strategic Planning issues or state of emergency

Approving the standardized contract with Rawles Engineering Inc. for the annual pipeline replacement project

09/27/2021

Staff Work Completed

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

Committee Review of Item and Staff Work

10/4/2021

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review

N/A

Legal Counsel should have enough time to review all potential legal matters for correctness and legality

GM Review

10/14/2021

Actual Meeting Date Set for Agenda Item

10/18/2021

**RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT
PROJECT: 2020/2021 & 2021/2022 CIP PIPELINE REPLACEMENT PROJECT - DRY
CREEK ROAD
PROJECT NO. 2021-01**

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of October 2021, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California ("District") and [Rawles Engineering, Inc.], ("Contractor") (each individually a "Party" and collectively the "Parties"). There are no other parties to this Agreement.

RECITALS

- A.** Contractor represents to District that it is a duly qualified and licensed firm experienced in providing professional construction services in support of the 2020/2021 & 2021/2022 CIP PIPELINE REPLACEMENT PROJECT - DRY CREEK ROAD.
- B.** In the judgment of the Board of Directors of District, it is necessary and desirable to employ the services of Contractor to perform construction services on the 2020/2021 & 2021/2022 CIP PIPELINE REPLACEMENT PROJECT - DRY CREEK ROAD (the "Project").
- C.** Contractor has been selected as the most qualified to provide construction services resulting from their submitted Proposal dated June 3, 2021, in response to the District's Request for Proposals dated April 20, 2021, a description of such services is attached hereto as **Exhibit A** ("Services").

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 18 of this Agreement, Sections 1 through 18 shall prevail.

Section 2. Term. This Agreement shall commence on the Effective Date and continue until the project is accepted by the District and a Notice of Completion is filed, provided

that either Party may terminate the Agreement by providing thirty (30) days written notice to the other Party, or extend the agreement by mutual consideration.

Section 3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the "Effective Date"). Contractor, however, shall not commence the performance of the Services until it has been given notice by District ("Notice to Proceed").

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, Contractor shall perform the Services as described in **Exhibit A** and as provided in approved Task Orders. Contractor shall not receive additional compensation for the performance of any services unless they are approved by the District in writing.

(b) *Modification of Services.* Only the District's General Manager may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services within thirty (15) calendar days of the Notice to Proceed, and shall conform to the requirements of the Services provided in **Exhibit A** and as provided in approved Task Orders. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

Section 6. Payment. The District shall pay Contractor for all Services described in **Exhibit A**, which are performed and invoiced by Contractor.

Contractor shall submit monthly invoices to District for Services performed and expenses incurred during the preceding month. District shall pay Contractor within 30 days of receipt of each invoice. Each invoice shall identify all services performed and any expenses for which reimbursement is requested. Prior to payment, District may require Contractor to furnish supporting information and documentation for all charges for which payment is sought.

Section 7. Representations of Contractor. District relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services as described in this contract

and that all of its services will be performed in accordance with the generally accepted Contractor practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the services hereinafter specified, Contractor shall act as an independent Contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Contractor.

(c) *Authority.* Contractor represents that it possesses the necessary licenses, permits and approvals required to perform the Services or will obtain such licenses, permits or approvals prior to the time such licenses, permits or approvals are required. Contractor shall also ensure that all sub-Contractors are similarly licensed and qualified. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered including registration for public works projects with the Department of Industrial Relations.

(d) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by District, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the Sacramento County Clerk disclosing their financial interests.

(e) *Prevailing Wage.* Contractor agrees to pay all craftsmen and laborers required as part of the construction services at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Contractor understands and agrees that it is Contractor's responsibility to determine the minimum prevailing wage and to report compliance as required under California law.

Section 8. Conformity with Law and Safety. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions.

Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Contractor's sub-Contractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify District. Contractor shall not store hazardous materials or hazardous waste within the District limits without a proper permit from District.

Section 9. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

Section 10. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 11. Ownership and Disclosure of Work Product. District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, surveys, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor ("Work Product") in the performance of and prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its Contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 12. Termination by Default. If a Party should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow such Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all services satisfactorily rendered, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Contractor. If payment under this Agreement is based upon a lump sum in total or by individual task, payment for services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by District by virtue of any breach of this Agreement by Contractor.

(a) Contractor shall deliver copies of all Work Product prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement before District issues the Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Contractor. If District terminates this Agreement after District has issued the Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, District shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to District such financial information, as in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

(c) Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Contractor after the date of the notice of termination.

Section 13. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed

to Contractor. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 14. Insurance Coverage. During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A. M. Best's rating of no less than A VII, and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows:

(a) *Professional Liability.* professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by sub-Contractor in the amount of One Million Dollars (\$1,000,000.00) combined single limit each occurrence and annual aggregate. If the Contractors prime agreement requires the sub-Contractor to carry additional Professional Liability insurance the sub-Contractor shall increase their Professional Liability insurance to meet the prime agreement's requirements for the duration of the Project.

(b) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each Project or the general aggregate shall be no less than Two Million Dollars (\$2,000,000.00).

(c) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code.

(d) *Automobile Liability Insurance.* Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

(e) *Policy Obligations.* Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(f) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to

Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

Section 15. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release District, and District's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its sub-Contractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to acts or omissions of Contractor, or any direct or indirect sub-Contractor, employee, Contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against District and District's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

Section 16. Notices. Any notice or communication required hereunder between District and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District:

Rio Linda/Elverta Community Water District
730 L Street
Rio Linda, California 95673
Attention: Timothy R. Shaw, General Manager
Tel: (916) 991-8891

With courtesy copy to: Churchwell White LLP
1414 K Street, Third Floor
Sacramento, California, 95814
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950

If to Contractor: Rawles Engineering, Inc.
109 Natoma Street
Folsom, CA 95630
Attention: Ryan Rawles
Tel: 916-351-1302

Section 17. Exhibits. All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Services

Section 18. General Provisions.

(a) *Modification.* No alteration, amendment, extension, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement by mutual consideration.

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(d) *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(e) *Audit.* District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to District under this Agreement.

(f) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(g) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(h) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Contractor as of the Effective Date.

DISTRICT: Rio Linda Elverta Community Water District, a county water district of the State of California

By: _____
Timothy R. Shaw, General Manager

Date: _____

CONTRACTOR:

Rawles Engineering, Inc.

By: _____

Name: _____

Title: _____

Date: _____

**Exhibit A - Services
Construction Cost Form**

ITEM NO.	ITEM	Qty.	Unit	Unit Cost	Item Cost
1	Mobilization, Demobilization, Bonds, SWPPP	1	LS	\$33,000.00	\$33,000.00
2	Potholing	10	EA	\$600.00	\$6,000.00
3	Traffic Control	1	LS	\$22,500.00	\$22,500.00
4	Furnish and Install 8" DIP Water Pipeline	1500	LF	\$160.00	\$240,000.00
5	Connect New Pipeline to Existing Pipeline	2	EA	\$10,000.00	\$20,000.00
6	Connect Existing Water Service to New Pipeline	19	EA	\$2,000.00	\$38,000.00
7	Connect Existing Fire Hydrant to New Pipeline	1	EA	\$6,500.00	\$6,500.00
8	Pressure Testing and Disinfection	1	LS	\$7,500.00	\$7,500.00
9	Furnish and Install Asphalt Concrete	6000	SF	\$7.50	\$45,000.00
10	Furnish and Install Slurry Seal	17625	SF	\$1.75	\$30,843.75

TOTAL PRICE = \$449,343.75

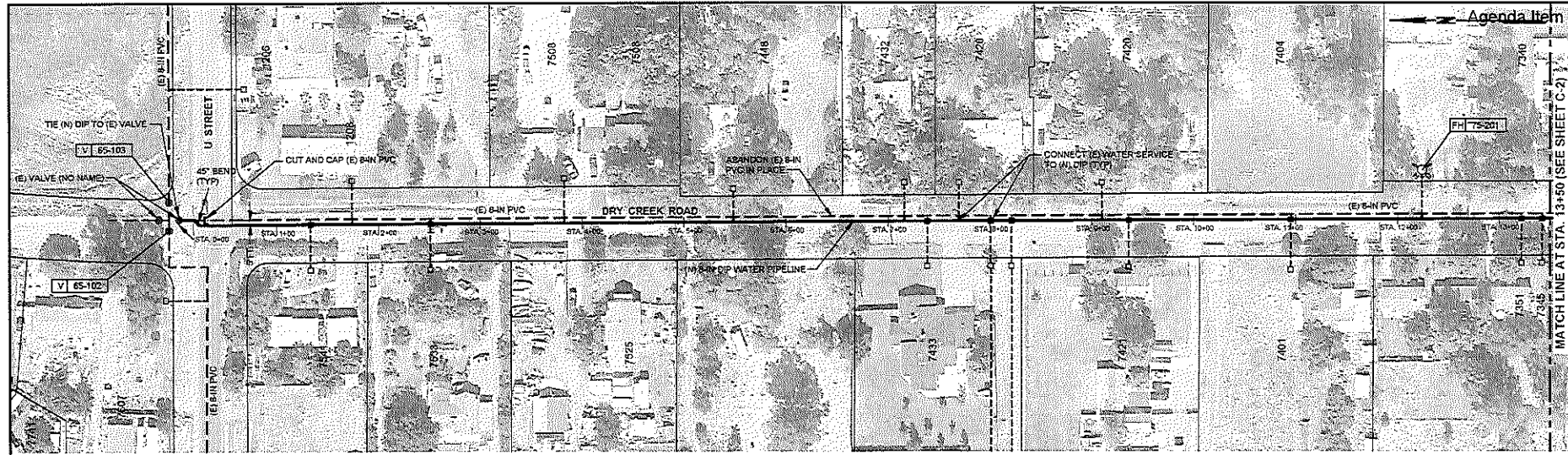
Notes:

1. Work performed shall be pursuant to Sheets C-1 and C-2 as part of Exhibit A - Services.
2. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the cost amount.
3. Mobilization and Demobilization shall be included in the cost of furnishing and installing the items identified in the construction cost form with no additional compensation provided. Shall be no more than 5% of the total cost.
4. All other necessary construction work and services required for the successful completion of the project shall be included in the cost of furnishing and installing the items identified in the construction cost form with no additional compensation provided.

LF = Linear Foot, EA = Each, LS = Lump Sum, SF = Square Foot

DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY
01/13/2021	DESIGN	CEK	01/13/2021	DESIGN	CEK
01/13/2021	DESIGN	CEK	01/13/2021	DESIGN	CEK
01/13/2021	DESIGN	CEK	01/13/2021	DESIGN	CEK
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01/13/2021	DESIGN	CEK	01/13/2021	DESIGN	CEK

VERTICAL SCALE	1" = 10'
HORIZONTAL SCALE	1" = 10'
DATE	01/13/2021
PROJECT NUMBER	2020-2022 CIP PIPELINE PROJECT - DRY CREEK ROAD
SHEET NUMBER	C-1
TOTAL SHEETS	1 OF 2

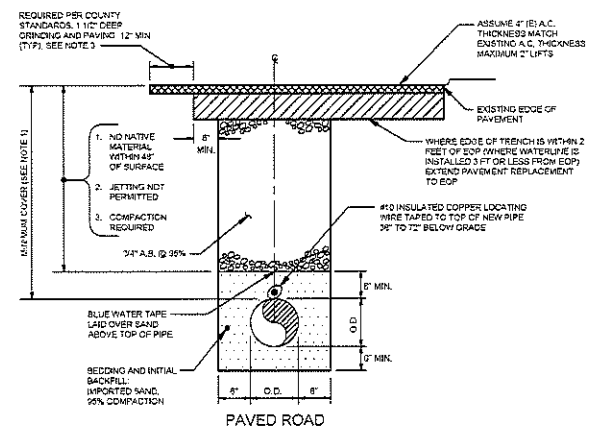


DRY CREEK ROAD WATER PIPELINE LAYOUT AT STA. 0+00 TO STA. 13+50



GENERAL NOTES:

- WORK INCLUDED (BUT NOT LIMITED TO)
 - ALL WORK SHALL CONFORM TO THE APPLICABLE LOCAL, STATE AND FEDERAL CODES AND SPECIFICATIONS INCLUDING OSHA.
 - EXCAVATIONS SHALL BE CARRIED OUT IN THE DRY AND PROVISIONS SHALL BE MADE TO PREVENT THE BOTTOM OF EXCAVATION FROM FLOODING AT ALL TIMES.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE JOB SAFETY. LOCAL, STATE AND FEDERAL INCLUDING OSHA LAWS AND RULES SHALL BE ENFORCED BY THE CONTRACTOR AT ALL TIMES.
 - THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) (800) 442-2344, 48 HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL ALSO NOTIFY ALL OTHER UTILITIES, NOT IN USA, 48 HOURS PRIOR TO ANY EXCAVATION.
 - ALL STRUCTURES AND FACILITIES DAMAGED BY CONTRACTOR SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE DISTRICT CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ACTUAL LOCATIONS.
- ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION OF RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT'S STANDARD CONSTRUCTION SPECIFICATIONS.
- PRIOR TO COMMENCEMENT OF ANY WORK SHOWN ON THESE PLANS LOCATED WITHIN EXISTING RIGHT-OF-WAY OR EASEMENTS, THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM SACRAMENTO COUNTY PLANNING, INSPECTION AND PERMITTING DEPARTMENT. THE CONTRACTOR WILL BE REQUIRED TO POST A PERFORMANCE BOND AND PROVIDE PROOF OF INSURANCE NAMING THE DISTRICT AS ADDITIONAL INSURED.
- THE COMPLETED WATER SYSTEM MUST BE DISINFECTED, HYDRO-TESTED, AND FLUSHED. THE CONTRACTOR SHALL PROVIDE ALL TESTING AND PAY FOR ALL DISTRICT INSPECTION COSTS.
- PIPELINES SHALL BE INSTALLED ON UNIFORM GRADES TO MINIMIZE HIGH SPOTS AND LOW SPOTS IN THE LINE.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL, TRAFFIC CONTROL AND PAVEMENT CUTTING AND RESTORATION ARE UNDER THE JURISDICTION OF SACRAMENTO COUNTY. A TRAFFIC PLAN SHALL BE SUBMITTED TO THE DISTRICT PRIOR TO SUBMITTING TO SACRAMENTO COUNTY.
- FOR LOCATIONS WHERE TUNNELING/TRENCHING OCCURS UNDER EXISTING STORM DRAIN PIPE, CONTROL DENSITY BACKFILL SHALL BE USED CONSISTENT WITH SECTION 16-13 OF THE SACRAMENTO COUNTY STANDARD CONSTRUCTION SPECIFICATIONS (SEPTEMBER 2001, REVISED MARCH 2004, REVISED JANUARY 1, 2016).
- SACRAMENTO COUNTY DEPARTMENT OF WATER RESOURCES REQUIRES A MINIMUM HORIZONTAL SEPARATION OF 30 INCHES AND A MINIMUM VERTICAL SEPARATION OF 18 INCHES FROM NEAREST SIDE OF STORM DRAIN FACILITY. ALL DRAINAGE FACILITIES SHALL BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION ACTIVITY.
- ALL CONSTRUCTION WORK AND INSTALLATION SHALL CONFORM TO THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS AND ALL OF ITS DRAWINGS, DATED FEBRUARY 2017. ALL WORK IS SUBJECT TO THE APPROVAL OF THE ENGINEER.
- FOR ALL TRENCH EXCAVATIONS FIVE FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM CAL OSHA (CALIFORNIA) STATE AGENCY FOR OCCUPATIONAL SAFETY AND HEALTH (OSHA) PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
- BASEMAP SOURCE: GOOGLE EARTH PRO, DATE OF IMAGERY: 10 MAY 2016.



NOTES:

- MINIMUM COVER FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 36 INCHES. CONTRACTOR TO PROVIDE CURRY SEAL COAT FOR HALF WIDTH OF THE ROAD, PLUS A MINIMUM OF 24" ON EACH SIDE OF THE TRENCH OR TO THE EOP (WHERE WATERLINE IS INSTALLED 3 FT OR LESS FROM EOP) PER SACRAMENTO COUNTY STANDARDS. REQUIRED ONLY FOR PAVEMENT BETWEEN THESE AND FIVE FEET G.D. SEE ENCROACHMENT PERMIT FOR ADDITIONAL INFORMATION.
-
-

WATER LINE T-TRENCH DETAIL 1
NOT TO SCALE

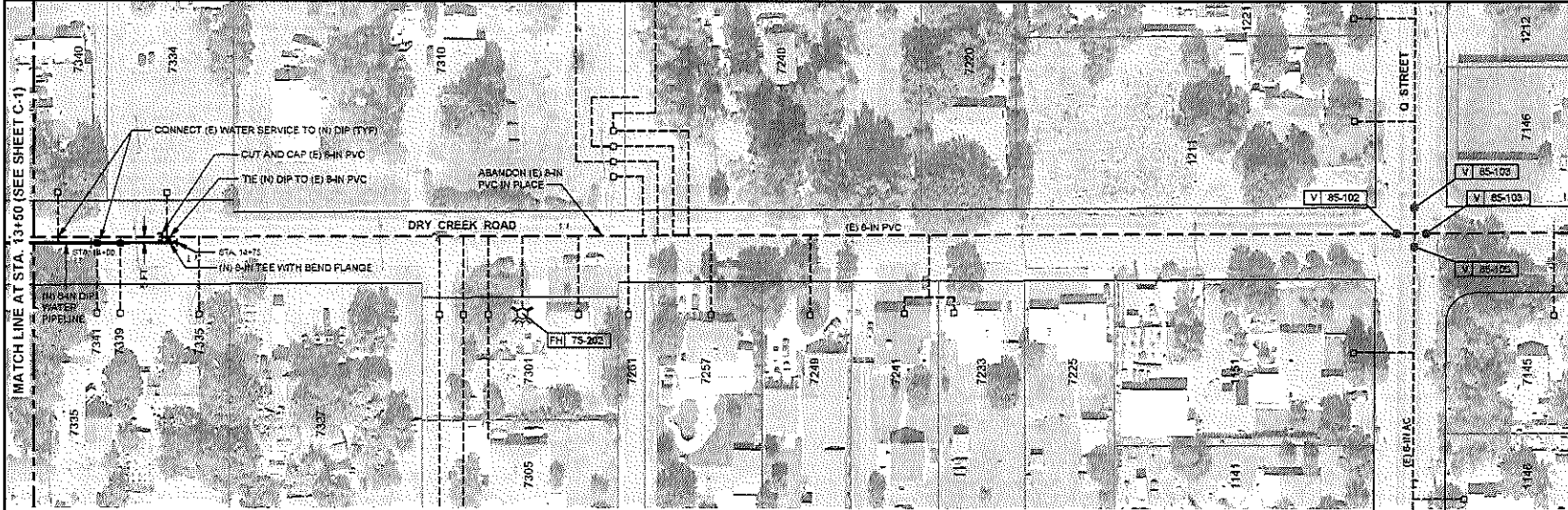
LEGEND:

- (N) DIP WATER PIPELINE
- (N) WATER SERVICE CONNECTION
- CUT AND CAP
- (E) DISTRIBUTION SYSTEM PIPING
- (E) DISTRIBUTION SYSTEM VALVE
- (E) FIRE HYDRANT
- (E) WATER SERVICE
- (E) VALVE IDENTIFICATION PAGE NUMBER - UNIQUE NUMBER
- (E) FIRE HYDRANT IDENTIFICATION (PAGE NUMBER - UNIQUE NUMBER)
- 7401 ADDRESS NUMBER

ABBREVIATIONS:

- (E) = EXISTING
- (N) = NEW
- EOP = EDGE OF PAVEMENT
- DIP = DUCTILE IRON PIPE (CLASS 350, BITUMEN COATED MORTAR LINED DOUBLE WRAPPED)
- FEET = FEET
- IN = INCH OR INCHES
- O.D. = OUTSIDE DIAMETER
- MIN. = MINIMUM
- PVC = POLYVINYL CHLORIDE
- STA = STATION
- TYP. = TYPICAL

DATE: 01/13/2021 10:58:11 AM
 PROJECT: 2020-2022 CIP PIPELINE PROJECT - DRY CREEK ROAD
 SHEET: C-1 OF 2
 USER: KENNETH



DRY CREEK ROAD WATER PIPELINE LAYOUT AT STA. 13+50 TO STA. 14+75



Agenda Item 4.3



RIO LINDA / TELMEXIA COMMUNITY WATER DISTRICT
2020/2022 CIP PIPELINE REPLACEMENT PROJECT - DRY CREEK ROAD
RIO LINDA, CALIFORNIA
**EXHIBIT A - SERVICES
PROPOSED WATER PIPELINE**

VERIFY SCALE		DATE	ISSUED FOR	BY	DATE	ISSUED FOR	BY
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Items for Discussion and Action

Agenda Item: 4.4

Date: October 18, 2021

Subject: Consider ratifying the addendum from Continental Utility Systems Inc. (CUSI, billing software services provider) for the rate restructuring modifications

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

The Executive Committee forwarded this item onto the October 18th Board agenda with the Committee's recommendation for Board ratification.

Current Background and Justification:

The Board approved the rate restructuring at the August 16, 2021 public hearing. Prior to that action, staff has been coordinating with the billing software (CUSI) for implementing the changes to the rate structure once approved by the Board. The coordination was protracted by the unanticipated postponement of the June 21, 2021 public hearing. Consequently, CUSI corresponded to indicate they would suspend the transition until authorized by the Board.

After the August 16th public hearing staff notified CUSI that the Board approved the rate restructuring and the effective date for the new rate structure is established to be on or after September 15, 2021.

Today (9-23-2021) I received a forwarded email and attachment that indicated CUSI requires the District sign another agreement before CUSI will implement the new rate structure. This type of last-minute, "oh, by the way" notice has been exercised by CUSI before and the District has expressed its disappointment for such practice.

In consideration of the foreseeable consequences for delaying rates restructuring until after the Board meets at its next regular meeting on October 18, 2021, the General Manager has signed the agreement and ask the Board to ratify his actions at the October 18, 2021 Board meeting.

Conclusion:

The Executive Committee recommends the Board ratify the addendum with Continental Utility Systems Inc. (CUSI) require for modifying the billing software rate structure.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____.
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RLECWD Agenda Item Checklist

Item 4.4

Date

Initial Potential Meeting Date

10/18/2021

Circle High/Medium/Low priority of Item and Identify if in line with Mission/
Goal/Strategic Planning issues or state of emergency

Ratifying the addendum from Continental Utility Systems Inc. (CUSI, billing software services provider) for the rate restructuring modifications

09/23/2021

Staff Work Completed

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

Committee Review of Item and Staff Work

10/4/2021

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review

N/A

Legal Counsel should have enough time to review all potential legal matters for correctness and legality

GM Review

10/14/2021

Actual Meeting Date Set for Agenda Item

10/18/2021



**CONTINENTAL UTILITY SOLUTIONS, INC.
RATE MANAGEMENT SERVICE AGREEMENT**

THIS RATE MANAGEMENT SERVICE AGREEMENT ("Agreement") is made as of June 7th, 2021 (the "Effective Date"), by and between CONTINENTAL UTILITY SOLUTIONS, INC., a Delaware corporation with offices at 300 South Church Street, Suite 200, Jonesboro, Arkansas 72401 ("CUSI") and Rio Linda/Elverta Water District (the "Licensee").

Licensee desires to acquire consulting services from CUSI related to the implementation of Licensee's utility tariffs and rates into Licensee's licensed proprietary software of CUSI. This Agreement sets forth the terms and conditions under which CUSI will provide such services to Licensee.

1. DEFINITIONS. As used in the Agreement hereto:

- 1.1 "Acceptance Test" means that one certain set of application test procedures mutually agreed by the parties that Licensee will perform to verify the results of CUSI's services and accept all liability for placing the Deliverables into live production.
- 1.2 "Confidential information" means all trade secrets, business and financial information, computer software and documentation, machine and operator instructions, business methods, procedures, know-how, and other information that relates to the business or technology of either party.
- 1.3 "Deliverables" mean the implementation of the Rates and Tariffs into the Licensed Software.
- 1.4 "Fees" means the service fees negotiated by the parties set forth in a Sales Agreement.
- 1.5 "Licensed Software" means CUSI's proprietary computer software program licensed to Licensee under a separate Software License Agreement.
- 1.6 "Rates and Tariffs" shall mean the documentation provided by Licensee to CUSI upon which CUSI shall be entitled to rely and utilize in the development of the Deliverables.
- 1.7 "Sales Order" means collectively the documents documenting the Rate Management services purchased by Licensee from time to time.

2. CUSTOMER RESPONSIBILITIES.

- 2.1 **Rates and Tariffs.** Licensee shall provide a written copy of any Rates and Tariffs to be implemented by CUSI. Licensee shall further provide access to an individual that is knowledgeable about the Rates and Tariffs and that can answer within a reasonable time period and who is able to obligate the Licensee by their responses. Licensee certifies that the Rates and Tariffs comply with all of Licensee's regulatory requirements.
- 2.2 **Test Server.** Licensee may provide access to a Licensee provided server that includes a complete loaded backup of the Licensed Software and all data currently being used with the Licensed Software to calculate utility bills. Such data set shall be utilized with the Deliverables to perform the Acceptance Test on the Deliverables.
- 2.3 **Acceptance Test.** Licensee shall provide personnel to perform an Acceptance Test on the Deliverables within three (3) business days of their provision to Licensee by CUSI. Licensee shall thoroughly examine the results of the Acceptance Test to insure that all data is processed correctly and that the utility bills generated are in accordance with the Rates and Tariffs. If Licensee does not provide CUSI written notice of a discrepancy between the Rates and Tariffs and the Deliverables within five (5) business days of the completion of the Acceptance Test the Acceptance Test shall be deemed accepted. If a discrepancy is determined, CUSI shall revise the Deliverables and resubmit same for an additional Acceptance Test. Upon completion of the revised Deliverables to meet such revised Rates and Tariffs the Acceptance Test procedures will be repeated.
- 2.4 **Acceptance of Responsibility.** Licensee shall not place the Deliverables into live production until such time as it has completed the Acceptance Test. Licensee accepts all responsibility between the parties for any errors in billing, compliance with all regulatory requirements and any third party claims from customers billed utilizing the Deliverables.

3. **INDEMNITY.** Licensee hereby agrees to indemnify, defend and hold harmless CUSI from and against any and all claims arising out of the implementation of the Deliverables into a live production environment after completion of the Acceptance Test and acceptance by Licensee. Licensee will defend at its own expense any such action against CUSI and Licensee will pay those costs and damages finally awarded against CUSI in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on CUSI: (1) notifying Licensee promptly in writing of such action; (2) giving Licensee sole control of the defense thereof and any related settlement negotiations; and (3) cooperating and, at Licensee's request and expense, assisting in such defense.

4. FEES AND PAYMENT.

- 4.1 **Fees and Payments.** All Fees and payment terms are specified in a Sales Agreement.

5. **Disclaimers.** THE EXPRESS WARRANTIES IN THIS SECTION 5 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE DELIVERABLES, AND CUSI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN AND THAT NO WARRANTIES ARE MADE HEREIN BY ANY OF CUSI'S LICENSORS.

LICENSEE ACKNOWLEDGES THAT THE DELIVERABLES ARE PROVIDED TO ASSIST LICENSEE AND NOT AS A REPLACEMENT OF LICENSEE'S EXPERTISE AND KNOWLEDGE OF ITS BUSINESS. THE APPLICATION AND IMPACT OF LAWS CAN VARY WIDELY BASED ON THE SPECIFIC FACTS INVOLVED. GIVEN THE CHANGING NATURE OF LAWS, RULES AND REGULATIONS, THE DELIVERABLES ARE NOT WARRANTED TO BE IN COMPLIANCE WITH THESE LEGAL CHANGES AT ALL TIMES. LICENSEE IS SOLELY RESPONSIBLE FOR ANY DATA INPUT INTO THE DELIVERABLES AND THE ACCURACY OF ANY CONFIGURATION OF THE LICENSED SOFTWARE, INCLUDING THE DELIVERABLES. THE DELIVERABLES ARE PROVIDED WITH THE UNDERSTANDING THAT CUSI IS NOT RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR OTHER PROFESSIONAL ADVICE OR SERVICES FROM CUSI. AS SUCH, SUCH CONSULTATION AND DELIVERABLES SHOULD NOT BE USED AS A SUBSTITUTE FOR CONSULTATION WITH PROFESSIONAL ACCOUNTING, TAX, LEGAL OR OTHER COMPETENT ADVISERS AND FROM A COMPLETE REVIEW AND TESTING BY LICENSEE PRIOR TO IMPLEMENTING THE DELIVERABLES INTO A PRODUCTION ENVIRONMENT.

LICENSEE AGREES THAT IT HAS FULL RESPONSIBILITY FOR THE SECURITY OF ITS SYSTEMS AND DATA.

6. **LIMITATION OF LIABILITY.** CUSI'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE DELIVERABLES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO CUSI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL CUSI BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, TORT, LOST, DAMAGED OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR REPUTATION, BUSINESS INTERRUPTION, WASTED MANAGEMENT TIME, DATA CONVERSION OR FOR DAMAGE TO LICENSEE'S COMPUTERS OR COMMUNICATIONS NETWORK, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING

FROM OR RELATING TO THIS AGREEMENT AND THE DELIVERABLES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, INTENTIONAL MISCONDUCT, STRICT LIABILITY, CONTRACT OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CUSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. CONFIDENTIALITY.

7.1 Confidentiality Obligations. Each party agrees to maintain any Confidential Information received from the other party in confidence using the same degree of care that it uses to maintain its own confidential information in confidence, but in no event not less than reasonable care. The recipient of any Confidential Information shall not disclose any Confidential Information to any third party without prior written approval of the disclosing party or use such Confidential Information for any purpose not contemplated by this Agreement. The foregoing restrictions shall not apply to any information for which the receiving party can document: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) is disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) is independently developed by the receiving party without access to, or use of, the disclosing party's Confidential information. In addition, the receiving party may disclose Confidential information of the other party to the extent required by applicable law or regulation; provided that the party required to make such disclosure gives the other party prompt written notice and sufficient opportunity to object to such disclosure, or to request confidential treatment.

7.2 Return of Confidential Information. The receiving party will return to the disclosing party or destroy all Confidential Information of

the disclosing party in the receiving party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the disclosing party upon the expiration or termination of the Agreement. The receiving party will certify in writing signed by an officer of the receiving party that it has fully complied with its obligations under this Section 7.2.

8. TERM AND TERMINATION

8.1 Term. The term of the Agreement will begin on the Effective Date and will continue unless earlier terminated by either party as provided in Section 8.2.

8.2 Termination. Either party may terminate the Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof.

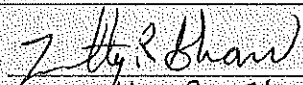
8.3 Effects of Termination. Upon termination of the Agreement for any reason any amounts owed to CUSI under this Agreement before such termination will be immediately due and payable and Licensee must promptly discontinue all use of the Deliverables, erase all copies of the Deliverables from Licensee's computers, and return to CUSI or destroy all copies of the Deliverables on tangible media in Licensee's possession.

8.4 Survival. Sections 1, 2.3, 2.4, 3, 5, 6, 7, 8, and 9, together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

9. GENERAL.

Licensee and CUSI agree that the terms of the General section of Licensee's Software License Agreement shall also apply to this Agreement as though copied herein.

IN WITNESS WHEREOF, the parties by their authorized representatives have entered into this Agreement as of the Effective Date.

<p>CONTINENTAL UTILITY SOLUTIONS, INC.</p> <p>Signed: _____</p> <p>Name: Michael F. Guerriero</p> <p>Title: President</p> <p>Date: _____</p>	<p>LICENSEE: Rio Linda/Everett Water District</p> <p>Signed: </p> <p>Name: Timothy R. Shaw</p> <p>Title: General Manager</p> <p>Date: 9-23-2021</p>
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**Items for Discussion and Action
Agenda Item: 4.5**

Date: October 18, 2021

Subject: Proposed Addendum to General Manager’s Employment Agreement

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

The Executive Committee forwarded this item onto the October 18th Board agenda, open session, with the Committee’s recommendation for Board approval.

Current Background and Justification:

The Employment Agreement for the General Manager stipulates that the Board may consider a merit raise following a Board finding of satisfactory performance in the Board’s annual performance review of the General Manager. Last year, although the Board found the General Manager’s performance to be satisfactory, both parties mutually agreed to forego a merit increase in consideration of the economic impacts of the pandemic. Further stipulating that foregoing the merit increase was not at all reflective of the General Manager’s performance.

This year following the Board’s performance review, the Board has provided direction to the General Manager for preparing an addendum to the Employment Agreement. The change delineated in the draft addendum is simple and unambiguous. Accordingly, it is not anticipated that the Board will need closed session to debate and/or negotiate to reach agreement.

The current Employment Agreement stipulates the General Manager is to receive 1% of base pay paid by the District for the General Manager’s 457 deferred compensation plan. The proposed addendum increases the District contribution from 1% to 3%.

Conclusion:

The Executive Committee has recommended the Board approve the addendum included as a document associated with this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green ____ Gifford ____ Reisig ____.

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RLECWD Agenda Item Checklist

Item 4.5

Date

Initial Potential Meeting Date

10/18 /2021

Circle High/Medium/Low priority of Item and Identify if in line with Mission/
Goal/Strategic Planning issues or state of emergency

Proposed Addendum to General Manager’s Employment Agreement

Staff Work Completed

09/23/2021

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

Committee Review of Item and Staff Work

10/4/2021

Review by appropriate Executive or Ad Hoc Committees to prepare board recommendations

Formal Legal Counsel Review

N/A

Legal Counsel should have enough time to review all potential legal matters for correctness and legality

GM Review

10/14/2021

Actual Meeting Date Set for Agenda Item

10/18/2021

Effective Date October 18, 2021

**Addendum #2 to the Employment Agreement between Rio Linda Elverta
Community Water District and Timothy R. Shaw, General Manager.**

Modification to Section 3.6 to increase the District's contribution for the Deferred Compensation Plan from 1% to 3% as further depicted bellow.

Section 3.6 Deferred Compensation. Employee may enroll in the Deferred Compensation Plan. The District will contribute ~~one-three~~ percent (~~1~~3%) of his Base Salary on an annual basis either throughout the year or annually, as determined by the District in addition to Employee's Base Salary.

DRAFT



**Items for Discussion and Action
Agenda Item: 4.6**

Date: October 18, 2021

Subject: Consider voting in the Sacramento LAFCo elections

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

This item was discussed at the September 20th Board meeting, e.g., it would have been superfluous to discuss it at the subsequent Executive Committee meeting.

Current Background and Justification:

The documents associated with this item, which were provided by Sacramento County LAFCo, thoroughly provide the background and justification.

Conclusion:

I recommend the Board review the documents associated with this item, which include each candidate's qualifications for office. Then, the Chair should entertain discussion and motions as appropriate.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green ____ Gifford ____ Reisig_____.

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RLECWD Agenda Item Checklist

Item 4.6

Date

Initial Potential Meeting Date10/18/2021

Circle High/Medium/Low priority of Item and Identify if in line with Mission/
Goal/Strategic Planning issues or state of emergency

Consider voting in the Sacramento LAFCo elections.

09/20/2021**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

Committee Review of Item and Staff WorkN/A

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel ReviewN/A

Legal Counsel should have enough time to review all potential legal matters for correctness and legality

GM Review10/14/2021**Actual Meeting Date Set for Agenda Item**10/18/2021



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939
www.saclafco.org

30

DATE: October 1, 2021

TO: Special Districts' Selection Committee

FROM: José C. Henríquez, Executive Officer ✓
Sacramento Local Agency Formation Commission

RE: **Selection of Special District Commissioner and Alternate Special District Commissioner**
For the Sacramento Local Agency Formation Commission
Term of Office: **January 1, 2022 to December 31, 2025**

Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting a Special District Commissioner [Office No. 7] and Alternate Special District Commissioner [Office No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

Please see the attached Ballot

Please select one candidate for Special District Commissioner.

AND

Please select one candidate for Alternate Special District Commissioner.

Please return the ballot to the LAFCo office no later than:

4:00 P.M. on WEDNESDAY, NOVEMBER 17, 2021 To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an official meeting of that board and certified by the secretary or clerk of the board.

Any ballot received after the date specified above shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off selection held in the same format as the initial selection. The LAFCo Executive Officer will announce the results of the selection within seven days of the specified date.

If you have questions regarding selection procedures, please contact the Sacramento LAFCo Commission Clerk, Diane Thorpe, at (916) 874-6458.

Return:

**Sacramento LAFCo
1112 "I" Street; Suite 100
Sacramento, CA 95814**

or e-mail:

Diane.Thorpe@SacLAFCo.org



Sacramento

Ballot

LAFCo Special District Commissioner & Alternate

Commissioner & Alternate Commissioner

Please select one candidate from each COLUMN

Ballot A

Commissioner - Office No. 7

Please select **ONE** candidate **BELOW**

Edward J. "Ted" Costa
San Juan Water District

Michael Hanson
Arcade Creek Recreation & Park District

Gay Jones (Incumbent)
Sacramento Metropolitan Fire District

Ballot B

Alternate Commissioner - for Offices No. 6 & 7

Please select **ONE** candidate **BELOW**

Michael Hanson
Arcade Creek Recreation & Park District

Charlea Moore (Incumbent)
Rio Linda Elverta Recreation & Park District

Ballot must be received by 4:00 pm on Wednesday November 17, 2021

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. *The information below must be complete*

The candidate who receives the most votes will be determined the winner outright.

The LAFCo Executive Officer will announce the results of the election within seven days of the specified date.

Please mail completed ballot to LAFCo Commission Clerk at 1112 "I" Street, Suite 100; Sacramento CA 95814 or send via e-mail to: Diane.Thorpe@SacLAFCo.org

contact Diane Thorpe at (916) 874-6458 if you have any questions.

Rio Linda Elverta Community Water District

Name of Special District

730 L St. Rio Linda, CA

Street Address

WWW.RLECWD.COM

District Website Address

10-18-2021

Date of Meeting

(916) 991-1000

District Phone Number

(916) 991-8891

Signature of Secretary or Clerk of the Board

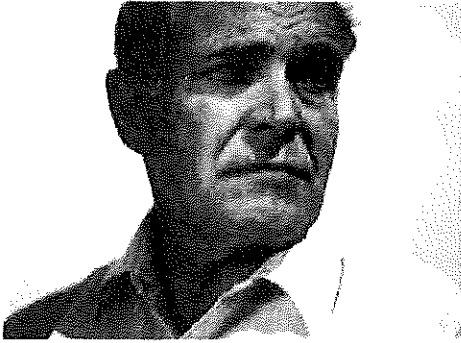
Phone Number

Timothy R. Shaw

GM@RLECWD.COM

Print Name

E-mail Address



Resume of Edward J. (Ted) Costa

TESTED AND TRUSTED

TED COSTA IS:

I was born and raised on a family farm in South Natomas and educated in local schools---American River College and UC Davis;

Mentored in politics by the late Paul Gann and Senator S.I. Hayakawa;

Intricately involved in thirteen state-wide initiatives----from Prop. 13 to Re-Reducing Reform. I drafted three sections of the California State Constitution. I managed 16 lawsuits before the Court of Appeals and Supreme Court. We won 15.

I am currently a board member of the San Juan Water District, a Community Service District that takes American River water, treats it and sends it to water districts in the northeast part of Sacramento County AND at the lowest cost in the entire state.

I live in Citrus Heights with my wife Dr. Jayna and our many animals.

TED COSTA BELIEVES:

Special Districts are the backbone of government. When our water main breaks, we don't call a Legislator. When our power goes out, we don't call a Congressman. We call our Special Districts for all these services. It is so important our special districts are run as efficiently as possible and held accountable to the people. LAFCO is the agency that makes that happen.

LAFCO powers come straight from the Legislature and are rightfully divided up by counties, cities and special districts with the intent of making local governmental subdivisions work more efficiently for the people.

If you vote for me, I will work hard to be a good steward of your trust. Please feel free to contact me:
(916) 599-2986, tedcosta@tedcosta.com

Michael Hanson, PMP

5668 Rolling Oak Drive
Sacramento, CA 95841

510-386-0345
Sacramento, CA 95841

mhanson2013@outlook.com

Dedicated Project manager and Technical Analyst bringing focus leadership, team building, relationship building, communication, technical skills, innovative approaches, and with critical thinking assess complex problems and work towards solutions. A self-starter with excellent communication skills and solid project management background in the areas of consulting, initiation, requirements gathering and validation, change management, staffing and team building, task estimation, and client interaction. Build strong teams with a focus on delivering on customer needs through teamwork, positive attitude, being well organized, using critical thinking, continuous improvement, conflict resolution, with a hands-on approach, and a single point of contact. Experience managing projects and teams in various environments including Insurance, Government, Technology, and Non-profit.

Experience

**Arcade Creek Recreation and Park District
Director**

12/2014 – present

- Chair 2015
- Director leading the Master Plan project
- Secretary/Treasurer and member of the Finance committee 2017-2019
- Vice-Chair and member of search committee for new GM (2020)
- Served on Sacramento Special District Advisory Commission (2 terms)

Key accomplishments:

- 1) Worked to get ACRPD out of debt with CalPERS. In 2015, we had a debt with CalPERS of ~500K and today, we are current. This frees up financial capability to equipment and capabilities for our employees and begin to address community needs related to the Parks.
- 2) Part of the team to update a master plan that was 20+ years old. The district needs to have a direction so we can build a patchwork towards the common goal using available resources.
- 3) On the search committee to locate the replacement GM for the district. We found an ideal individual who has a wealth of experience, wanted to come to Sacramento, and would fit in with the current employees.
- 4) I was granted a scholarship to the CARPD Convention in Tahoe. This provided the impetus to pursue a Shine Grant resulting in lighting Arcade Creek Park with LED lighting powered by solar panels.

**Benevolent and Protective Order of Elks
Officer Carmichael Elks Lodge #2103**

12/2014 – present

Worked in various roles including being elected as "president" twice and elected as a trustee to the board of directors twice. I chaired the operational aspects of the 1300-member Lodge through the COVID-19 shutdowns, etc. Worked with members to keep the finances positive. While we lost ~100 members during COVID, we have recovered almost that many this year and are continuing to grow. The Lodge building was built in the 1960s, 1970s, and 1980s. It has a large footprint on the 9+ acre lot. We have been managing significant costs related to the air conditioning and general upkeep of the buildings.

30+ Years in Data Processing

During my years in data processing, I worked in varied industries: Government/Technical (Stanford Research Institute), Chip Manufacturing (Advanced Micro Devices), Education (University of California at Davis), Insurance (CSAA), and support/outsourcing companies (EDS, HP). During my time in these organizations, I was a developer, team lead, department manager and project manager. The opportunities afforded in these organizations provided the background to aid other organizations in their growth.

Highlights:

- At Stanford Research, I worked on the Headstart Project consolidation of data tracking children across years and schools. This helped provide the winning of the contract related to the Follow-Thru project.
- During my 10 years at AMD, I managed a team supporting Shipping and the fabrication units, managed one of the Computer Operations teams to streamline the processing, and started into Project Management. One of the efforts I completed cut computer report paper usage by over half by isolating the needed reports for the specific organization and eliminating superfluous copies of reports.
- At UC Davis, my team was responsible in supporting the HR/Payroll systems and Departmental Computing. While much of the actual data processing occurred at the Office of the President so all campus reporting was consistent, our role was to deliver the information and support to the various departments on campus. As part of the Departmental Computing effort, we won the contract with the Transportation and Parking Unit to replace their system with one that would be maintained and supported on campus.
- At CSAA, I lead a team supporting Membership systems, brought in new technologies, helped to test and discard one system replacement that did not work consistently, and moved into project management. During my time at CSAA I was part of an outsourcing effort to move all computing support to an external vendor (EDS) while the support team continued to sit at their current desks and support CSAA. This arrangement continued for over 20 years as I was either working for the vendor, EDS then HP, managing the work for CSAA or working for CSAA managing the work being performed by the vendor. We moved data centers, applications, and generally supported the work associated with CSAA until they were finally able to insource their data processing.

Fellow Special District Directors,

I respectfully request your vote to continue as Special District Commissioner, Seat # 7, on the Sacramento County Local Agency Formation Commission. Representing Special Districts on Sacramento LAFCO is a privilege and an honor.

Special Districts represent the most basic connection between citizens and their government. We really are the closest public entity to our community. We provide our neighborhoods with services and responsiveness that are found no where else. This close connection makes it imperative that the voice of Special Districts is heard and represented at our Local Agency Formation Commission. This is why I want to serve on LAFCO.

As the incumbent, there are several areas in which I want to continue to build upon.

The first is the Special District Advisory Committee (SDAC). As a member since inception, I have continued to expand the voice of Special Districts at Sacramento LAFCO. Emphasizing the importance of Municipal Service Reviews, maintaining an open dialogue among Special Districts in our county, and discussing the impacts of proposed LAFCO applications upon Districts are very important to me. Sharing information amongst ourselves contributes to our success, and SDAC facilitates this exchange.

The second is to continue to work closely with the California Special District Association (CSDA). A strong, professional and valuable relationship exists between us. It is very important to continue working together in areas of mutual concern to make Special Districts strong and successful.

A third area is the California Association of Local Agency Formation Commissions (CALAFCO). I have served on the Board of Directors of CALAFCO since 2006. This work informs me on statewide issues that can carry many implications for LAFCOs.

Thank you for your support. Please contact me with any questions or comments you may have.

Sincerely,

Gay Jones, Director
Sacramento Metropolitan Fire District

Special District Commissioner
Sacramento LAFCO.

916-208-0736



Gay Jones (Incumbent)

Sacramento Metropolitan Fire District
 10545 Armstrong Avenue, Suite 200
 Mather, CA 95655
 Phone: (916) 208-0736

STATEMENT OF QUALIFICATIONS

My experience representing Special Districts continues to broaden and deepen. This is reflected by my service as a Sacramento Metropolitan Fire District Director, as a Sacramento County LAFCO Commissioner and as a CALAFCO Board Member.

The challenge to use critical thinking to make decisions never diminishes. It is hard work to investigate and study all aspects surrounding an issue. Asking questions and listening to the replies requires a commitment to weigh, measure and balance all the information. That analysis, in turn, must be informed by sound public policy.

My goal is to support this process where critical thinking joins sound public policy resulting in good decisions.

EXPERIENCE

- 2000 – Present: Director for Sacramento Metropolitan Fire District
- 1981 – 2006: Sacramento Fire Department (Retired Captain)
- 1973 – 1979: United States Peace Corps

LAFCo Experience

- 2006 – Present: Special District Commissioner for Sacramento LAFCo
- 2004 – 2006: Alternate Commissioner for Sacramento LAFCo

CALACFO State Level Experience

- 2006 – Present: Board Member for California Association of LAFCo (CALAFCO)

- 2013 – 2018 : Executive Board Member, CALAFCO
- 2015: Chair for CALAFCO Annual Conference

EDUCATION AND CERTIFICATES

- Master's Degree, California State University, Sacramento
- Bachelor of Science, Lewis and Clark College
- Associate Degree, American River Community College
- Chief Officer Certification, California State Board of Fire Service
- Special District Leadership and Management Certification, Special District Institute

COMMUNITY ACTIVITIES

- Chair, Cordova Community Planning Advisory Council, Sacramento County
- Steering Committee Member, Butterfield Riviera East Community Association (BRECA) since 1998
- Member, American River Parkway Coalition

*Charlea R Moore**8840 El Verano Ave. • Elverta, CA 95626**Phone 916-991-0338 (home)**Cell 916-275-3275 (best contact)**Email - Charhorseranch@aol.com***Applicant Statement for the Special District LAFCO Representative**

I moved from Glassboro New Jersey to Rio Linda Elverta in 1981, along with my 3 year old daughter and my husband.

Almost immediately I became involved with Sacramento County Service Area #3 which was the forerunner of our current independant Parks and Recreation District serving the Rio Linda Elverta Communities. This involvement was the result of reading a statement in the local paper, indicating that the Parks Advisory Board had determined that there were sufficient equestrian trails in the area. I was very happy to advocate for additional trails and in the process begin my education in local governance processes.

Over the next several decades I was appointed to numerous County and Local advisory boards, steering committees and ad hoc committees. My interest expanded to include growth issues, flood issues and agriculture/suburban/urban issues.

I learned a great deal about how government works and how Special Districts fit into the process. I became a strong advocate for local governance after going through 3 incorporation attempts in the Rio Linda Elverta communities and in the education process I switched from anti-incorporation to pro-incorporation for unincorporated communities.

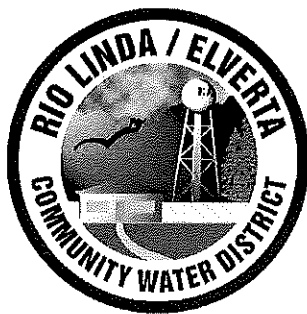
In about 1992 I was appointed to the RLE CPAC in and served during the Community Plan Update. I am familiar with the governance process and with procedures for arriving at a decision as a board member. I have served several terms on CPAC under four different County Supervisors since that initial appointment. All of these experiences were very educational for me.

In 2002 I successfully ran for the Rio Linda Elverta Recreation and Parks District. I truly enjoyed and have greatly benefited from the experience of becoming an elected board member. I ran again in 2016 and am currently serving as Secretary for the RLE Recreation and Parks District.

I believe that my history in the community and experience as an elected public official will be an asset for Special Districts as a LAFCO Special District Board member.

Thank you,

Charlea R. Moore



**Items for Discussion and Action
Agenda Item: 4.7**

Date: October 18, 2021

Subject: Authorize any new Board Member Assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A

Current Background and Justification:

District policy and various statutes stipulate Board approval of any Board Member assignments.

Conclusion:

I recommend the Board consider approving any specific nominations and assignments as may be deemed necessary and appropriate.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green ____ Gifford ____ Reisig ____.

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



Information Items
Agenda Item: 5.1

Date: October 18, 2021

Subject: District Reports

Staff Contact: Timothy R. Shaw, General Manager

1. DISTRICT ACTIVITY REPORT

1. Water Operations Report
2. Leak Repair Status Report
3. Completed and Pending Items Report
4. SWRCB Notice for Arrearages Funding Workshop
5. Water Forum Coequal Objectives Email

RIO LINDA/ELVERTA C.W.D. 2021

REPORT OF DISTRICT OPERATIONS

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SOURCE WATER DATA

Water Production (Million Gallons)

January	February	March	April	May	June	Year To Date
39.9	35.2	47.9	75.8	106.6	121.9	
39,900,384	35,233,381	47,855,206	75,774,182	106,611,124	121,894,350	
July	August	Sept.	Oct.	Nov.	Dec.	
126.8	110.9	99.4				764.40
126,848,184	110,917,486	99,418,500				
			Monthly Total			
Gallons = Multiply M.G. by:			1,000,000			Gallons 764,452,797
Cubic Feet = Divide gallons by:			7.48			Cubic Feet 102,199,572
Hundred Cu Ft. = Divide cu. ft. by:			100			Hundred Cubic Feet 1,021,995
Acre Ft. = Divide gallons by:			325,829			Acre Ft. 2,348

DISTRIBUTION SYSTEM DATA

Water Quality Complaints

Complaints Total (Low Psi Complaints)

January	February	March	April	May	June	Year To Date
2 (2)	1 (1)	0	0	4 (4)	3 (1)	
July	August	Sept.	Oct.	Nov.	Dec.	
1 (1)	1 (1)	3 (3)				15

New Services

New Construction	2	4
Existing Homes	0	0
Paid prior to increase. (2 not installed)	0	0
Total of Service Connections to Date ----->		4646

Distribution System Failures/Repairs

Deterioration September 1 thru 30	6	64
Damaged September 1 thru 30	0	3

Bacteriological Sampling

Routine Bacteriological Samples (Distribution System)	16	156
Raw Water Bacteriological Samples (at Wells)	11	37

September 1, 2021 - September 30, 2021

6 - Distribution leaks repaired by District staff, 0 - by Contractor or with Contractor assistance.

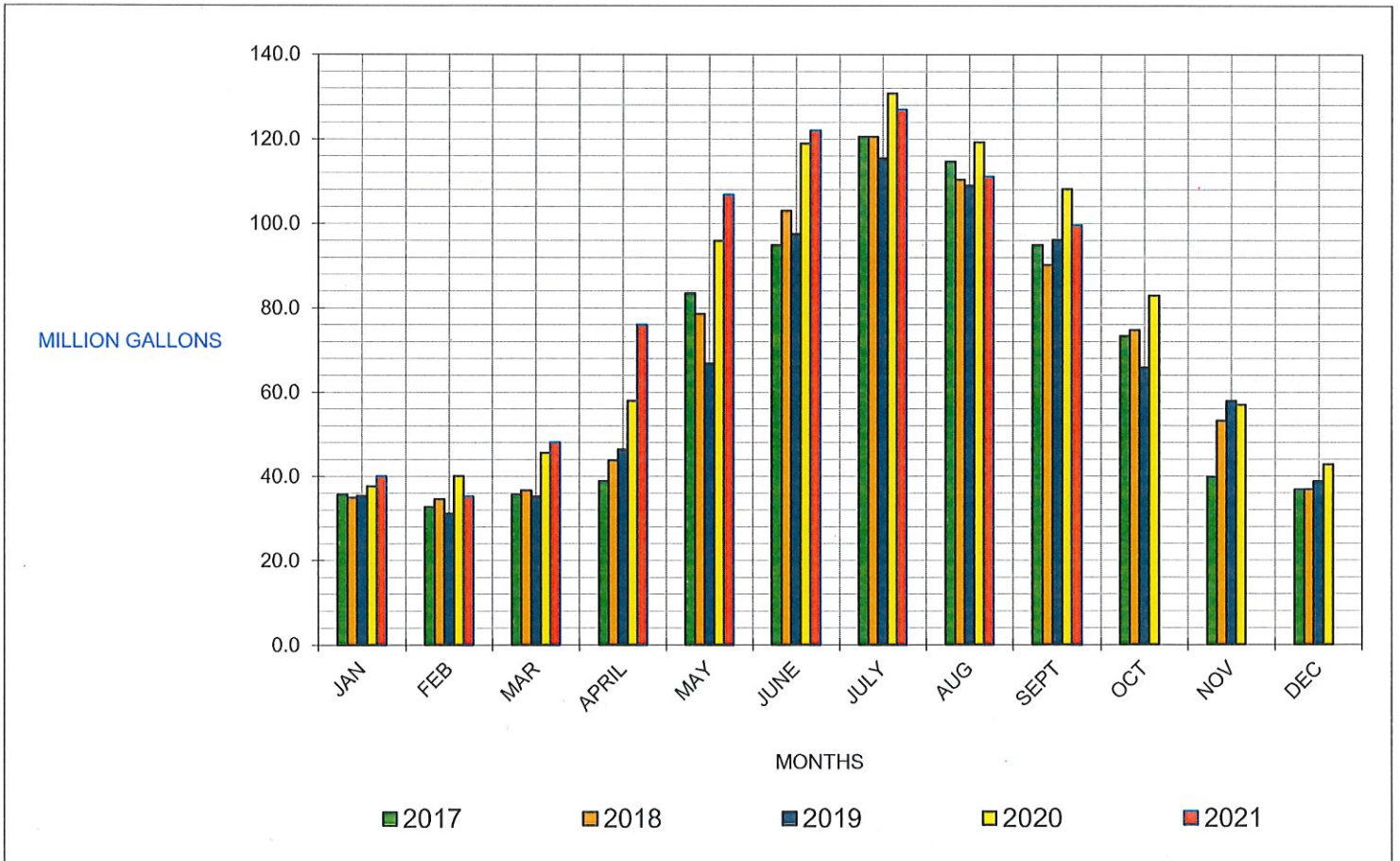
Work Orders Issued - 71	Work Orders Completed - 47	USA's Issued - 101
Change Out Meter - 40	Repair or Replace Box - 1	
Disconnect Service - 1	Change Out Meter - 11	
Flow Test - 1	Disconnect Service - 2	
Get Current Read - 2	Flow Test - 1	
Install New Service - 2	Get Current Read - 2	
Repair/Replace Lid - 3	Install New Service - 2	
Line Leak - 1	Repair/Replace Lid - 3	
Other Work - 3	Line Leak - 1	
Possible Leak - 9	Other Work - 3	
Pressure Complaint - 3	Possible Leak - 8	
New Service Quote - 1	Pressure Complaint - 3	
Tag Property - 1	Raise Existing Service - 1	
Turn Off Service - 2	New Service Quote - 1	
Turn On Service - 2	Tag Property - 2	
	Turn Off Service - 2	
	Turn On Service - 3	

RIO LINDA/ELVERTA C.W.D.

WATER PRODUCTION

2017 \ 2021

Month	Water Production in Million Gallons						SSWD Water Purchases				
	2017	2018	2019	2020	2021	Avg.	2017	2018	2019	2020	2021
JAN	35.6	34.8	35.3	37.6	39.9	36.6	0.0	0.0	0.0	0.0	0.0
FEB	32.7	34.5	31.1	40.0	35.2	34.7	0.0	0.0	0.0	0.0	0.0
MAR	35.6	36.5	35.1	45.5	47.9	40.1	0.0	0.0	0.0	0.0	0.0
APRIL	38.8	43.7	46.3	57.9	75.8	52.5	0.0	0.0	0.0	0.0	0.0
MAY	83.4	78.5	66.8	95.9	106.6	86.2	0.0	0.0	0.0	0.0	0.0
JUNE	94.9	102.9	97.5	118.9	121.9	107.2	0.0	0.0	0.0	0.0	0.0
JULY	120.5	120.5	115.4	130.7	126.8	122.8	0.0	0.0	0.0	0.0	0.0
AUG	114.6	110.3	108.9	119.2	110.9	112.8	0.0	0.0	0.0	0.0	0.0
SEPT	94.9	90.1	96.1	108.1	99.4	97.7	0.0	0.0	0.0	0.0	0.0
OCT	73.2	74.7	65.8	82.8		74.1	0.0	0.0	0.0	0.0	
NOV	39.7	53.1	57.8	56.9		51.9	0.0	0.0	0.0	0.0	
DEC	36.7	36.8	38.7	42.7		38.7	0.0	0.0	0.0	0.0	
TOTAL	800.6	816.4	794.8	936.2	764.4	837.0	0.0	0.0	0.0	0.0	0.0



2021 Leak - Repair Tracking

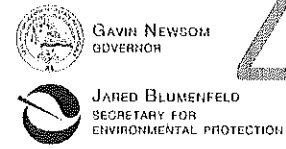
Work Order #	Leak Type	Street	Date Reported	Date Repaired	Days	
1	22401	Service Line	Dry Creek Rd	1/5/2021	1/5/2021	1
2	22404	Service Line	24th Street	1/7/2021	1/7/2021	1
3	22459	Service Line	Silver Crest Circle	1/26/2021	1/28/2021	2
4	22487	Service Line	Kenora St	3/3/2021	3/8/2021	5
5	22488	Service Line	I Street	3/4/2021	3/8/2021	4
6	22540	Service Line	Silver Glen Wy	3/25/2021	3/25/2021	1
7	22543	Service Line	W 2nd Street	3/29/2021	4/12/2021	15
8	22545	Service Line	I Street	4/6/2021	4/6/2021	1
9	22550	Service Line	I Street	4/8/2021	4/14/2021	6
10	22552	Service Line	G Street	4/13/2021	4/14/2021	2
11	22565	Service Line	Fallon Woods Way	4/26/2021	4/26/2021	1
12	22567	Service Line	Lilac Ln	4/29/2021	5/3/2021	4
13	22568	Service Line	Silver Sky Ct	4/30/2021	5/3/2021	3
14	22570	Service Line	Silver Glen Wy	4/30/2021	5/5/2021	5
15	22572	Service Line	Lilac Ln	5/4/2021	5/11/2021	7
16	22581	Service Line	C Street	5/12/2021	5/26/2021	14
17	22582	Service Line	6th Street	5/13/2021	5/25/2021	12
18	22583	Service Line	22nd Street	5/13/2021	5/19/2021	6
19	22584	Service Line	Q Street	5/17/2021	5/25/2021	8
20	22591	Service Line	G Street	5/18/2021	5/18/2021	1
21	22569	Main	Silver Glen Wy	6/17/2021	6/17/2021	1
22	22579	Service Line	Dabney Wy	5/10/2021	6/14/2021	34
23	22627	Service Line	24th Street	5/26/2021	6/17/2021	21
24	22650	Service Line	C Street	6/14/2021	6/22/2021	8
25	22654	Service Line	G Street	6/15/2021	6/15/2021	1
26	22656	Service Line	5th Street	6/16/2021	6/16/2021	1
27	22660	Service Line	24th Street	6/21/2021	6/22/2021	2
28	22663	Service Line	Vickery Ct	6/23/2021	6/23/2021	1
29	22640	Service Line	Rio Linda Blvd	6/3/2021	6/24/2021	21
30	22644	Service Line	22nd Street	6/8/2021	6/11/2021	3
31	22664	Service Line	8th Ave	6/24/2021	6/30/2021	6
32	22667	Service Line	Jaimie Ct	6/29/2021	7/2/2021	4
33	22672	Service Line	8th Street	7/1/2021	7/1/2021	1
34	22673	Service Line	K Street	7/5/2021	7/5/2021	1
35	22674	Service Line	Withington Ave	7/6/2021	7/15/2021	9
36	22677	Service Line	Eloise Ave	7/6/2021	7/6/2021	1
37	22689	Service Line	26th Street	7/13/2021	7/13/2021	1
38	22693	Service Line	W 2nd Street	7/16/2021	7/21/2021	5
39	22695	Service Line	Castle Creek Wy	7/21/2021	7/22/2021	1
40	22699	Main	W Delano	7/21/2021	7/21/2021	1 Hr
41	22743	Service Line	26th Street	7/28/2021	7/28/2021	1
42	22702	Service Line	Milldale Circle	7/26/2021	8/3/2021	8
43	22703	Service Line	K Street	7/26/2021	8/17/2021	22

44	22739	Service Line	22nd Street	7/28/2021	8/4/2021	7
45	22740	Service Line	Milldale Circle	7/28/2021	8/3/2021	8
46	22741	Service Line	Silver Park Ave	7/28/2021	8/5/2021	8
47	22744	Service Line	26th Street	7/28/2021	8/4/2021	7
48	22756	Service Line	O Street	8/3/2021	8/9/2021	6
49	22760	Service Line	G Street	8/9/2021	8/11/2021	3
50	22762	Service Line	Q Street	8/10/2021	8/10/2021	1
51	22763	Service Line	O Street	8/16/2021	8/19/2021	3
52	22764	Service Line	Q Street	8/16/2021	8/25/2021	9
53	22765	Service Line	I Street	8/16/2021	8/16/2021	1
54	22769	Service Line	I Street	8/17/2021	8/26/2021	9
55	22774	Main	7th Street	8/18/2021	8/18/2021	1
56	22777	Service Line	Beamer Way	8/19/2021	8/19/2021	1
57	22779	Service Line	24th Street	8/20/2021	8/24/2021	4
58	22780	Service Line	I Street	8/23/2021	9/1/2021	9
59	22785	Service Line	Rio Linda Blvd	8/26/2021	9/1/2021	6
60	22786	Service Line	20th Street	8/30/2021	8/31/2021	1
61	22789	Service Line	M Street	8/31/2021	8/31/2021	1
62	22795	Service Line	Hayer Circle	9/7/2021	9/8/2021	1
63	22804	Service Line	Milldale Circle	9/14/2021	9/24/2021	14
64	22811	Service Line	16th Street	9/20/2021	9/30/2021	10
65	22812	Service Line	26th Street	9/20/2021	9/29/2021	9
66	22821	Service Line	Hayer Circle	9/20/2021	9/27/2021	7
67	22860	Service Line	Dry Creek Rd	9/28/2021	9/28/2021	1
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**PENDING AND COMPLETED ITEMS
10-18-2021 BOARD OF DIRECTORS MEETING**

1. **SB-606 and AB-1668 planning for compliance** – The Board adopted rate restructuring at the August 16th meeting has an effective date of September 15th. Therefore, water service for the September 15th to November 15th billing cycle will be the first cycle to be effected by the water use efficient rates. The Customer Service / Conservation Coordinator returned to in-office work on October 12th. As she catches up, she will be directed to increase efforts on Best Management Practices (BMPs) for Commercial Industrial, Institutional (CII) customers. BMPs are the SB 606 required mechanisms for CII compliance. **Pending**
2. **Hexavalent Chromium MCL economic feasibility** Designated staff at State Water Resources Control Board now indicate the scheduled publication of the Notice of Proposed Rulemaking is “late January to early February”. **Pending**
3. **District outreach to customers in anticipation of implementing a new rate structure focused on consumption in compliance with SB 606 / AB 1668 requirements** – The 25 additional Innov8 devices for phase 2 of the pilot study have been received, with 20 devices having been installed. The integration of WaterScope software with our Billing software is complete and the Innov8 readings are integrated into the CUSI billing system. Considerable outreach continues to be exerted for a water wasting service with Twin Rivers Unified School District (TRUSD) . It is plausible that a formal letter to TRUSD . for compliance with Ordinance 2015-1 will be necessary. **Pending**
4. **Procuring a replacement for the existing 25-year-old dump truck** –The purchase order for the new dump truck has been places and the District is waiting for delivery. I reached out to the fleet coordinator, who projects delivery on or near October 25th. **Pending**
5. **Fiscal Year 2020/2021 Independent Audit**, The independent audit for fiscal year ending June 30, 2021 is wrapping up, but the audit firm has recently experienced personnel vacancies, which is delaying their review of the final report **Pending**
6. **Billing Software and Bill Revisions to Implement Rates Restructuring** – The Board is being asked to consider ratifying an addendum with CUSI for rate structure modifications. The actual modifications are complete and the next billing cycle will reflect the new structure. **Pending**
7. **Fiscal Year 2021/2022 Budget Adoption -**
The RLECWD Board adopted the FY 2021-2022 final budget at the September 20th Public Hearing. **Completed**
8. **Collective Bargaining Agreement Renewal** – Meetings with Teamster Local 150 for renewal of the MOU are continuing. **Pending**



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State Water Resources Control Board

**NOTICE OF PUBLIC WEBINAR
Remote Participation Only**

**California Water and Wastewater Arrearage Payment
Program Application Webinar**

Date: October 20, 2021

Start Time: 10:00 a.m.

Register [HERE](#)

NOTICE IS HEREBY GIVEN that the State Water Resources Control Board (State Water Board) will hold a public webinar training session on how to complete the California Water and Wastewater Arrearage Payment Program Application. The application information and attachments will allow the Division of Financial Assistance (DFA) to issue payments to community water systems for their arrearages. A quorum of State Water Board members may be present; however, no action will be taken.

If you wish to watch the meeting: A webcast will be available at video.calepa.ca.gov/ and should be used unless you intend to discuss an agenda item or ask a question.

If you wish to discuss an agenda item or ask a question: Information about participating telephonically or via the remote meeting platform is available in the public comment section of this notice (below).

MEETING MATERIALS

The presentation will be emailed to registered parties prior to the webinar.

PUBLIC COMMENT

This meeting is open to the public. Members of the public will be provided an opportunity to discuss agenda items via videoconference or telephonically. Public comments on agenda items will be limited to three (3) minutes.

LANGUAGE SERVICES

Spanish language interpretation can be provided for the webinar. If you require Spanish-language interpretation, please RSVP to safer@waterboards.ca.gov.

If you require interpretation for a language other than Spanish, or if you require sign language services, please email a request to safer@waterboards.ca.gov at least 10 business days before the meeting.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

BACKGROUND

The State Water Board is developing a program to distribute \$1 billion of relief to reduce outstanding customer water bills that went unpaid as a result of the COVID-19 pandemic.¹ This funding covers water debt from residential and commercial customers accrued between March 4, 2020 and June 15, 2021. Legislation requires the State Water Board to survey water systems for outstanding debt and adopt program guidelines.

The State Water Board surveyed community water systems from August 11 through September 10, 2021. The Arrearage Program Guidelines were adopted by the State Water Board on September 21, 2021. Legislation requires the application to be available 14 days after adoption. Those community water systems that completed the survey and reported arrearages will be able to open an application on October 5, 2021. The application will be available in the electronic annual report (EAR) platform.

Community water systems that missed the survey deadline or that chose not to participate may still participate in the arrearages program by filling out an abbreviated survey that is also accessed through the EAR platform.

PURPOSE

Provide an overview of how to access and complete the Arrearage Program Application.

AGENDA

Items on this Agenda are numbered for identification purposes only.

1. Overview and Status of the California Water and Wastewater Arrearage Payment Program
2. Purpose of the Arrearage Application
3. How to Access the Application
4. Overview of Application Questions and Attachments
5. How to Access Assistance to Complete the Application

CALIFORNIA WATER AND WASTEWATER ARREARAGE PAYMENT APPLICATION WEBINAR

The State Water Board will open the application for community water systems that completed a survey and reported arrearages on October 5, 2021. When released, systems will have 60 days to complete the application. The purpose of this webinar is to provide an overview of the application process and provide assistance to those community water systems that are filling out the application.

¹ Chapter 4.7 (commencing with Section 116773) of Part 12 of Division 104 of the Health and Safety Code.

PROCEDURAL MATTERS

Due to ongoing circumstances related to the COVID-19 emergency, all public participation will be remote via an online hosted platform. Questions, comments, and discussion items will be collected via the webinar.

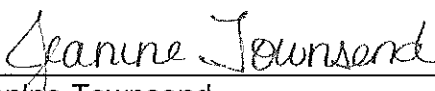
FUTURE NOTICES

The State Water Board will hold the public webinar at the time and place noted above. Any change in the date, time, or place of the webinar will be noticed through the State Water Board's community water system Administrative Contact (AC) e-mail distribution list.

CONTACT INFORMATION

Questions regarding this notice may be directed to Jennifer.toney@waterboards.ca.gov

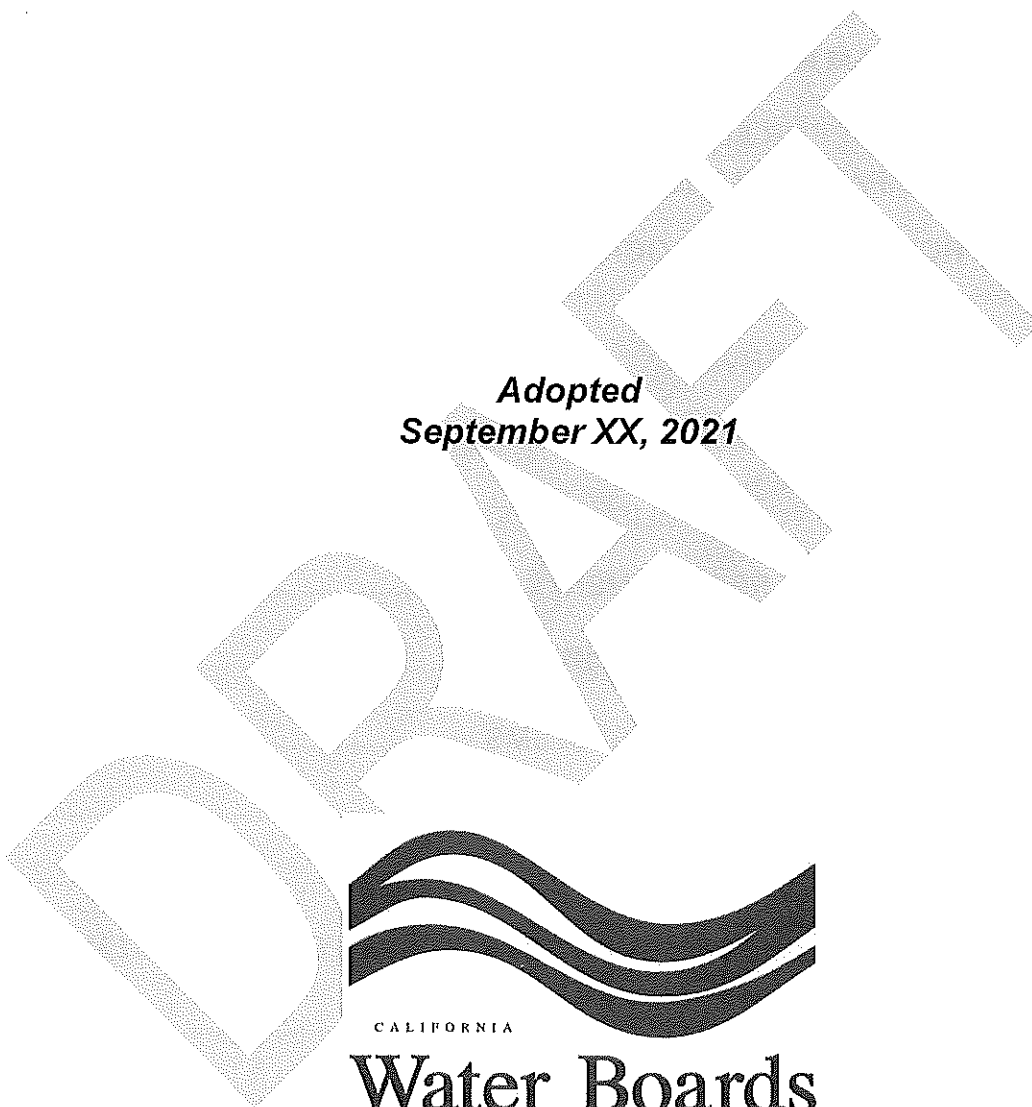
October 12, 2021
Date



Jeanine Townsend
Clerk to the Board

**CALIFORNIA WATER AND WASTEWATER
ARREARAGE PAYMENT PROGRAM
GUIDELINES: WATER ARREARAGES**

*Adopted
September XX, 2021*



CALIFORNIA
Water Boards
STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

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DRAFT

INTRODUCTION

The purpose of this document is to establish the process and criteria for the allocation and administration of the funds appropriated to the State Water Resources Control Board (State Water Board) in the Fiscal Year 2021-22 Budget for the California Water and Wastewater Arrearage Payment Program: Water Arrearages (Program). The criteria include requirements associated with establishing payment plans for customers, and prohibitions on discontinuation of service for water systems participating in the Program. The funding source for the Program is the American Rescue Plan Act (ARPA) of 2021. Any federal requirements associated with the funding source may be requirements of the Program. The State Water Board will notify water systems' administrative contacts via email if any requirements change during Program implementation and correspondingly post changes to its website.

The Deputy Director of the Division of Financial Assistance (DFA) and the Deputy Director of the Division of Drinking Water (DDW) may make clarifying, non-substantive amendments to these Guidelines. Future changes to these Guidelines may be necessary due to changes in law or in State Water Board policy. If substantive changes are necessary, amendments to the Guidelines will be considered by the State Water Board.

DEFINITIONS

Arrearage – amount of money owed to a water system from nonpayment of residential and commercial accounts that accrued from completed billing periods during the COVID-19 pandemic bill relief period. Arrearage does not include late fees and interest on outstanding balances, or customer debts that have been forgiven by the community water system, or credits applied to customer accounts from other assistance programs.

Community water system – a system described and regulated under the Safe Drinking Water Act (commencing with section 116270 of the Health and Safety Code): a public water system that serves at least 15 service connections used by permanent residents or regularly serves at least 25 permanent residents of the area served by the system. (Health & Saf. Code, § 116275, subd. (i).)

Commercial customer – a water system customer or connection that serves a commercial/institutional customers e.g., hotels, motels, restaurants, office buildings, government and military facilities, gas stations, hospitals, educational institutions, retail establishments, dormitories, nursing homes, churches, jails, prisons, mental health facilities, addiction recovery centers, farmworker housing, and campgrounds. Commercial customer does not include industrial (manufacturing, chemical, refineries, cooling towers, animal & food processing, etc.); agriculture irrigation (crops, aquaculture, etc.); or landscape irrigation (parks, golf courses, etc.).

COVID-19 pandemic bill relief period – the period from March 4, 2020, to June 15, 2021, inclusive, and includes any customer billing period that includes these dates.

Customer notification – a written notification to residential and commercial water system customers or connections of the amount of debt/arrearage bill credit provided by the Program. Notification must acknowledge the source of funds from the State. Notification language will be provided at a later date.

Default – either of the following:

- A customer's failure to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more;
- A customer's failure to pay current residential service charges for 60 days or more from its due date, regardless of whether the customer is subject to an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges.

Disadvantaged Community (DAC) – a community with an annual median household income that is less than 80 percent of the statewide annual median household income. (Wat. Code, § 79505.5.)

Large community water system – a community water system that serves more than 3,300 connections or a yearlong population of more than 10,000 persons.

Past-due bills – customer water bills that are 60 days or more past due and includes both active and inactive accounts and accounts that have payment plans or payment arrangements.

Payment plan – a plan for deferred or reduced payment including, but not limited to minimum payments, alternate payment schedules, or amortization of unpaid balances. The payment plan should allow 12 or more months for repayment of outstanding balances.

Residential customer – water service customers, including groundwater well owners charged for water in managed basins, residing in single-family residences, multifamily residences, mobile homes, including, but not limited to, mobile homes in mobile home parks, or farmworker housing that receive a bill for water service.

Small community water system – a community water system as defined above that serves no more than 3,300 service connections or a yearlong population of no more than 10,000 persons. (Health and Saf. Code, § 116275, subd. (z).)

State – the State of California.

Wastewater treatment provider – city, county, special district, or joint powers authority that provides wastewater collection, treatment or disposal services through a publicly owned treatment works. (Health & Saf. Code, § 116773.2 subd. (g).)

Water enterprise revenue shortfall – water service revenue decrease accrued as a difference between a water system’s 2019 fiscal or calendar year and its 2020 fiscal or calendar year as a result of the COVID-19 pandemic.

Water shutoff – discontinuation of water service for nonpayment.

DRAFT

SECTION A: ELIGIBILITY

The following are eligible for funding:

- Community water systems that accrued residential and commercial customer arrearages during the COVID-19 pandemic bill relief period are eligible for the Program. This includes community water systems that transferred arrearage debt to a third-party such as a county under a Teeter Plan or a debt collection entity.
- Community water systems that collect revenue through property tax rolls are also eligible.
- Community water systems that accrued residential and commercial customer arrearages during the COVID-19 pandemic bill relief period and used a customer assistance program for that arrearage.

SECTION B: PROGRAM REQUIREMENTS

Water systems that participate in the Program must:

- Waive customer late fees for any arrearages accrued during the COVID-19 pandemic bill relief period in their entirety;
- Allocate payments as bill credits to customer accounts within 60 days of receiving payment;
- Notify customers of the amount credited, and if splitting the credit between tax years, when the second credit will be applied;
- Offer to enroll customers with remaining debt into a payment plan by direct notification to each customer;
- Allow customers 30 days to enroll in a payment plan;
- Not discontinue water service until the customer defaults on the payment plan or misses the deadline to enroll in the payment plan;
- Not discontinue water service prior to the date established in 116733.4 (e)(2)(A);
- Comply with all terms and conditions of payment; and
- Report on expenditures and customer credits.

More detail on Program requirements is provided below.

Participating water systems that do not comply with Program requirements may be subject to enforcement actions by the Division of Drinking Water and may be required to return moneys to the State Water Board.

B.1 REQUIREMENT FOR ALL COMMUNITY WATER SYSTEMS – REGARDLESS OF PARTICIPATION IN THE PROGRAM

All community water systems, regardless of size or participation in the Program, must offer payment plans to customers with arrearages, pursuant to AB 148. The payment plans and their associated rules must be consistent with the Water Shutoff Protection Act established under Health and Safety Code section 116900 et seq. (Health and Safety Code, § 116773.4, subd. (e).) Associated rules include, but are not limited to, rules and practices relating to the timing and manner of notice and discontinuation of service for payment plan defaults. Community water systems that violate provisions of the Water Shutoff Protection Act may be subject to enforcement action by DDW or the Attorney General.

SECTION C: PROPORTIONAL ALLOCATION OF FUNDS TO COMMUNITY WATER SYSTEMS

C.1 PURPOSE AND OVERVIEW

Section C of the Guidelines describes the process the State Water Board will use to establish the total statewide need and the allocation methodology. One-time payments will be made to water systems based on the allocation methodology established in this section. Community water systems receiving payments will credit customer bills in accordance with the methodology established in Section E after receiving payment from the State Water Board.

C.2 TOTAL STATEWIDE WATER NEED

The State Water Board surveyed all community water systems from August 11, 2021 through September 10, 2021 to determine accrued residential and commercial arrearages, as well as revenue loss, during the COVID-19 pandemic bill relief period (March 4, 2020 through June 15, 2021).

Approximately 87% of community water systems that charge for water submitted the survey. For systems that were not able to disaggregate the arrearages for drinking water from other non-drinking water charges on their bill, State Water Board staff used data from systems that reported all debt information to estimate drinking water arrearages for those systems.

For the 13% of community water systems that charge for water and did not respond to the survey, the State Water Board staff estimated their residential and commercial arrearages based on the average reported arrearages of systems of similar size proportionally by the proportion of reported accounts in arrears. These estimates were added to the total statewide need numbers.

Table 1 shows the data and calculations used to establish the total statewide need.

Table 1: Drinking Water Arrearage Survey Data Analysis

	Reported	Estimated	Total
Community Water Systems (2,844)	2,293 (80.6%)	n/a	
Community Water Systems that Charge for Water	1,845 (86.7%)	283 (13.3%)	2,128
Total Arrearages	\$315,400,661	\$8,324,272	\$323,724,934
Residential	\$276,583,036	n/a	
Commercial	\$42,817,626	n/a	
Total Late Fees	\$16,009,161	\$578,291	\$16,587,992
Residential	\$13,008,330	n/a	
Commercial	\$3,001,371	n/a	
3% Administrative Costs*	\$8,031,399	\$267,077	\$8,298,416
TOTAL Estimated Maximum Program Need**:	\$339,441,221	\$9,169,640	\$348,611,342
*Not to exceed \$1 million.			
**This total includes the addition of late fees as they were reported in the survey, but does not mean they will be an eligible amount.			

C.3 METHODOLOGY TO ESTABLISH ALLOCATION

Because the funding amount is sufficient to cover the full statewide need plus requested administrative costs, the State Water Board will provide water systems with 100 percent of their requested amounts (arrears plus administrative costs). Water systems may update the arrearage amounts they reported in the survey as part of the application.

SECTION D: APPLICATION REQUIREMENTS

State Water Board staff sent multiple emails to water systems requesting initial documents (i.e., Payee Data Record (STD. 204)) that systems are required to provide in order to process applications and receive state funds. Technical assistance was provided to water systems that requested help in completing the documents. Systems that have not completed the initial documents **MUST** submit them as part of their application.

State Water Board staff will provide an application package to all eligible community water systems and begin accepting complete applications within 14 days of State Water Board adoption of these Guidelines. The applications will be accepted through the EAR or another online portal. Technical assistance will be available through the Division of Drinking Water staff, and outside providers to assist community water systems that need help completing the application.

The application will consist of the following forms:

- Application/disbursement form - identifying the maximum amount of funding the water system may apply for. The application form must be signed by the community water system's authorized representative or designee.
- Conditions of payment form – details the program requirements with which the authorized representative, on behalf of the system, agrees to comply.

There will be an initial 60-day application period. State Water Board staff will attempt to contact any community water system that does not apply during the initial application period and provide technical assistance with the application. State Water Board staff will also contact community water systems with incomplete applications to assist them.

D.1 SMALL COMMUNITY WATER SYSTEMS

The State Water Board will provide small community water systems with an application that identifies the amount of funding the system is eligible to receive based on the reported or estimated arrearages. Small community water systems may update their reported arrearages as part of the application. Small community water systems must upload the application, signed by the authorized representative or designee for the system, to the application portal or mail the forms to the State Water Board prior to December 6, 2021. The authorized representative, or its designee, must attest that the application is true and accurate based on the community water system's documentation or the methodology used by the State Water Board if the community water system lacks documentation on customer arrearages or revenue shortfalls.

D.2 LARGE COMMUNITY WATER SYSTEMS

D.2.1 Application Process

State Water Board staff will notify large community water systems of the amount of funding the system is eligible to receive based on their reported arrearages. Large water systems may update their reported arrearages as part of the application. Large water systems must provide documentation from accounting or billing systems verifying the reported arrearages as part of the application. Applications must be submitted no later than December 6, 2021. The authorized representative, or its designee, must attest to the accuracy of the application material and the reported arrearages.

D.2.2 Application Review Process

State Water Board staff will verify that the reported arrearages are supported by the community water systems' documentation. Staff may request additional information if the arrearages submitted with the application differ from those reported in the survey, or documentation is inadequate to support the amount. Technical assistance may be available for systems serving disadvantaged communities that lack supporting documentation of arrearages.

D.3 COMMUNITY WATER SYSTEMS WITH COMBINED BILLING SYSTEMS

For systems that combine water with other utilities including but not limited to wastewater, stormwater, refuse, and/or energy, only the water-related portion of the arrearage is eligible for total or partial reimbursement. Community water systems with combined billing may not shut off water due to non-payment of the portion of the bill for other services that accrued during the COVID-19 pandemic relief bill period. This prohibition does not apply to debt accrued before or after the COVID-19 pandemic relief bill period.

For systems that cannot determine the proportion of the arrearage related to drinking water service for each customer account, the water system will use an average customer approach to estimate the proportion of a system's arrearage that is attributable to the water portion of the bill for its residential and commercial customer classes. For each customer class, the water system will first calculate the average annual bill. Next the water system will calculate the average annual drinking water portion of the average annual customer bill. Then the average annual water portion will be determined using the following formula:

Average Annual Percentage of Drinking Water Charge =

(Average Annual Drinking Water Charges / Total Average Annual Bill) x 100

The average annual percentage of drinking water charge will be the percentage that is applied to the water system's customer arrearages.

The Deputy Director of DDW is authorized to resolve any disputes regarding the estimation methodology.

D.4 LATE APPLICATIONS

The State Water Board will allow water systems that did not respond to the initial survey to complete an abbreviated survey and apply for funds. The State Water Board will also hold funds allocated to water systems that do not complete the application by December 6, 2021 until January 15, 2022. The State Water Board will contact water systems that are late with applications to assist the systems in applying. Third-party technical assistance providers will also be utilized to assist systems. State Water Board staff will post lists of systems that have not applied during the initial 60-day application period on the Program website. Community water systems that submit late surveys and applications are not guaranteed funding.

SECTION E: DISBURSEMENT PROCESS AND PRIORITY

State Water Board staff will process disbursements as soon as complete applications are received and reviewed. Staff will prioritize the timing of disbursements to small community water systems. State Water Board staff may also prioritize the timing of

disbursements to community water systems serving disadvantaged communities. Staff will begin disbursing funds by November 1, 2021. In order to expedite payments, checks may be sent to either the water system's physical address or the address of the Authorized Representative, if that address is on file with DFA.

Staff will contact systems with incomplete or missing applications to assist systems and expedite payments.

SECTION F: WATER SYSTEM ALLOCATION TO CUSTOMERS

F.1 ALLOCATION

Community water systems may expend up to three percent (3%), or up to \$1 million, whichever is less, for costs the system incurs in applying for assistance or complying with Program requirements. Because there are sufficient funds to cover the statewide arrearagetotal plus the administrative costs, system may request enough funds to cover both. System costs to apply for funds and comply with Program requirements must be documented and reported to the State Water Board. The State Water Board will provide a template for reporting administrative costs.

F1.1 Debt Transferred to Third Parties

Community water systems that have transferred their arrearages that qualify for the Program to a third party are eligible and may still apply to receive funding. Community water systems that no longer hold the arrearage debt may credit qualifying customer accounts by doing any of the following: (1) directly paying the third party to reduce or eliminate the debt; (2) refunding the credited amount to the customer; or (3) creating a positive balance for customers to apply toward future water bills. Community water systems must notify their customers of this credit and must indicate that the relief afforded by this credit should be used to pay down the debt that was transferred to the third party.

F.1.2 Water Systems that Utilized Customer Assistance Funds

Community water systems that utilized an existing customer assistance program to aid customers with qualifying arrearages may be eligible for the Program and receive payment for those arrearages previously covered by their customer assistance program. Eligibility will be determined after consultation with the State Water Board to determine that all program requirements can be met.

F.1.3 Late Fees

Water systems must waive late fees for customers with arrearages. Late fees cannot be included in the calculation of the system's total arrearages, or deducted from the amount to credit to customers' bills.

F.2 CUSTOMER CREDIT AND NOTIFICATION

F.2.1 Notification of Customer Bill Credits

Water systems must allocate the funds as bill credits to customers within 60 days of receiving funds. Water systems may apply the credits in two installments within in different tax years provided they notify the customer when the second credit will be applied and meet the requirement to remit any moneys not credited to customers within six months of receipt back to the State Water Board. Water systems must notify customers in writing of the amount credited. The acknowledgement must state that the credited amount is being provided through the California Water and Wastewater Arrearage Payment Program through funding from the State Water Resources Control Board using federal ARPA funds.

F.2.2 Payment Plans

Water systems must offer to enroll any residential and commercial customers with remaining balances after the credits have been applied in a payment plan. The notice offering the payment plan must provide the customer with 30 days to enroll in the plan from the date of the notice. All other provisions of Health and Safety Code section 116900 related to payment plans apply to any plans established under this Program, regardless of the size of the community water system.

- Policies and related notices must be in English and any other language spoken by 10% or more of the community water system's customers
- A formal mechanism for a customer to contest or appeal a bill must exist and must be shared with customers.
- The community water system must provide a telephone number to allow a customer to contact a system representative to discuss options for averting water shutoff for nonpayment.

Water systems must also include a referral statement in the payment plan notice that additional assistance may be available through the Low Income Household Water Assistance Program administered by the Department of Community Services and Development (CSD) or other low-income assistance programs.

The State Water Board recommends that water systems consider coordinating with CSD and local service providers to share appropriate information and to identify and target assistance to customers at risk of being shutoff.

F.2.3 Shut Off Prohibition

A community water system receiving funds from this Program due to non-payment of bills may not discontinue water service before the later of the following dates: (1) the date identified in Health and Safety Code section 116773.4 (i.e., September 30, 2021 or a later date if amended); or (2) for a customer that has been offered a payment plan,

the date the customer misses the enrollment deadline for, or defaults on, the payment plan. A community water system may not discontinue water service to a customer that remains current on a payment plan. Community water systems, regardless of size, must comply with Health and Safety Code section 116908 *et seq.* regarding discontinuation of service.

F.2.4 Consumer Debt Reporting and Third-Party Collection

The community water system must agree to not furnish information regarding arrearages for which credits have been provided to customers under this Program to any consumer reporting agency, as that term is defined at 15 U.S.C. section 1681a, subdivision (f). The system must also agree not to assign to a third party any arrearage for which a credit has been provided to a customer under this Program for purposes of collection.

If a water system has furnished information regarding arrearages for which credits have been provided to customers under this Program to a consumer reporting agency, as that term is defined at 15 U.S.C. section 1681a, subdivision (f), the water system agrees to, within thirty days of receiving payment:

Instruct each such consumer reporting agency to delete all information regarding the arrearages for which credits have been provided to customers under this Program; and

Cease further furnishing of information regarding the arrearages for which credits have been provided to customers under this Program to any consumer reporting agency.

If a water system has assigned arrearages for which credits have been provided to customers under this Program for purposes of collection to a third party that is not a tax agency, the water system agrees to recall the debt. If the third party at any time furnished information regarding the debt to one or more consumer reporting agencies, as that term is defined at 15 U.S.C. section 1681a, subdivision (f), the water system agrees to, within thirty days of receiving payment, require the third party to:

Instruct each such consumer reporting agency to delete all information regarding the debt; and

Cease further furnishing of information regarding the debt to any consumer reporting agency.

F.2.5 Tax Information

Water systems should consult with tax professionals regarding potential tax liability and reporting requirements. The State Water Board is not authorized to provide federal or state tax advice to water systems.

The State Water Board has been directed to issue a 1099-G to each community water system that receives funding. A water system's tax liability will depend on various

factors, which may include the water system's entity status, if the water system has an offsetting loss, any other relevant factors specific to each water system, and current federal and state tax laws. Water systems should consult their own tax professional for questions about potential tax liability.

Some water systems may be subject to tax reporting requirements, including the issuance of a 1099-C or other tax form to customers who receive debt relief. Water systems must include in the notification to customers of the bill credits a statement that the bill credits may be taxable and that customers should consult with their own tax advisors regarding taxability. Water systems should also repeat this statement in a notice to credited customers in January of the next calendar year after the bill credits were allocated (i.e., the year that taxes on the allocations may be due). Water systems should consult their own tax professional for questions about tax reporting requirements. If the State Water Board receives clarifying information regarding tax information for this Program from the Internal Revenue Service, a notice will be posted on the website and an email will be sent to all participating community water systems.

F.3 RETURN OF FUNDS NOT CREDITED TO CUSTOMERS

Water systems must remit any funds not credited to customers, or used by the water system to apply for funds and comply with Program requirements, back to the State Water Board within six months of receiving payment.

SECTION G: REPORTING REQUIREMENTS

All community water systems that receive funds must provide certification to the State Water Board that, except for authorized administrative costs, Program funds were applied as credits to customer bills to offset COVID-19 arrearages. Systems must report the total amount credited, the number of accounts credited, the number of customers enrolled in a payment plan and the number of customers that did not enroll in a payment plan. Systems must also report the amount used for administration of the Program. The State Water Board will provide a template or online portal for reporting, including a template for reporting administrative costs. The State Water Board may request the supporting documentation to validate the reported amounts. Water systems accepting funds may be audited and must retain documentation supporting the reported amounts for seven years following final reporting.

SECTION H: WASTEWATER ARREARAGE PROGRAM

Because the appropriated amount exceeds the Statewide Need for water system arrearages and the total amount requested by water systems, the State Water Board will initiate a program for funding wastewater treatment provider arrearages and revenue shortfalls. The State Water Board will establish the wastewater arrearage program no later than February 1, 2022.

Subject: FW: Water Forum update - long email alert

From: Paul Helliker
Sent: Thursday, October 7, 2021 4:23 PM
To:
Cc: Greg Zlotnick
Subject: Water Forum update - long email alert

Greetings - sorry for the verbosity, but it's been a while since we have given you a status report on the process to update the Water Forum Agreement (WFA). The project began over 18 months ago, but has significantly slowed over the past year with the arrival of the new Executive Director, Jessica Law, as well as the addition of new participants in the Public Caucus (one of the four caucuses, which also include the Business, Environmental and Water Caucuses, the latter of which we and the other water agency participants are members). Jessica and new Public Caucus members have brought a number of questions to the discussions. It has taken quite a few months to define specifics and start to provide them with the information and education they need.

We are about to restart workgroups that will negotiate updates of each of the seven elements of the current Agreement (surface water diversions, dry year actions, instream flows, water use efficiency, groundwater management, habitat restoration, and funding). We had almost completed the habitat element when workgroup work was suspended, but the others have yet to be initiated. Jessica's latest schedule projects completing the update of all the current Agreement elements between January and July of next year, but that is likely wildly optimistic. The good news is that the Agreement does not expire until 2030, so we have some time to negotiate an update.

One issue that we need to resolve immediately is whether the co-equal goals of reliable water supply and protection of the ecosystem of the Lower American River continue to be the foundation of the WFA update negotiations. We believe there was consensus among all caucuses on this being the case back in February of last year, when we started this project, but some members recently added to the Public Caucus have strongly suggested that we also consider incorporating addressing homelessness and environmental justice/social equity (EJ/SE), etc., while some want to expand the WF's geographic scope to include the Cosumnes River basin.

The Water Caucus, from the outset, has been quite clear about its support of the original co-equal goals and its expectation that they would continue to define the scope of the funding and operational commitments that water agencies would make to implement the updated Agreement, but if other Water Forum members want to pursue grant funding to work on broader issues, we would support their efforts to do so. At the Water Caucus yesterday, however, after we and some others raised concern about potentially moving beyond the dual objectives as the basis of the WF 2.0 negotiation, representatives of PCWA and the City of Sacramento stated their willingness to consider doing so, including potentially adding EJ/SE considerations, if that was necessary to reach agreement on what PCWA termed the "peace treaty" of the WFA. These statements did not engender vocal support from other Water Caucus members. We and other Water Caucus members have stated that, unless there is a clear nexus between our mission

or operations and any activity we would undertake or fund because of the Water Forum Agreement, we could not justify recommending to our Board of Directors that they approve the expenditure of ratepayer dollars on such activities.

Another issue that needs to be resolved soon in the Plenary (the bimonthly meetings of all the Agreement signatories) is the planning horizon for the update. The original Agreement was signed in 2000, and included analyses and implementation measures (and a commitment to funding by water agencies) through 2030, so we will need to decide if we want the update to last another 30 years, or some other timeframe. Urban Water Management Plans (and other local government plans, such as general plans) typically have 20–25-year horizons, and our own UWMP projects supplies and demands out through 2045. Beyond that timeframe, information and projections are hypothetical, at best.

We will continue to keep you apprised of the progress of this project. We have yet to get into the detailed negotiations, but we have already heard from members of the Environmental Caucus that they think that the water use efficiency requirements that are under development from the 2018 legislation will not be adequate, and they want us to do more, even though they have not articulated what that “more” would consist of. They have also commented that the Groundwater Sustainability Plans that are almost ready to submit to DWR may also be inadequate. As we have shared with you in previous discussions on this topic, the Water Caucus has expressed in its interest statement the position that we believe the foundation for the Agreement update should be current regulatory and statutory requirements, but we are open to considering additional actions, if they are warranted.

As you can see, the update of the Agreement will not be quick, nor easy. Please let either of us know if you have any questions, and we would be happy to add this topic to an upcoming Board agenda, if you would like the Board as a whole to discuss it.

Thanks,

Paul and Greg



Information Items Agenda Item: 5.2

Date: October 18, 2021

Subject: Board Reports

Staff Contact: Timothy R. Shaw, General Manager

5.2 BOARD REPORTS

1. Report ad hoc committee(s) dissolved by requirements in Policy 2.01.065
2. Sacramento Groundwater Authority – Harris (Primary), Reisig
3. Executive Committee – Green, Reisig
4. ACWA/JPIA –Ridilla
5. Sacramento County LAFCo, Special Districts Advisory Committee – Reisig
6. MOU Renewal Negotiating Ad Hoc – John Ridilla, Robert Reisig

SACRAMENTO GROUNDWATER AUTHORITY
REGULAR MEETING OF THE BOARD OF DIRECTORS
Thursday, October 14, 2021; 9:00 a.m.

AGENDA

The Board will discuss all items on this agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on this agenda but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection on SGA's website. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact cpartridge@rwah2o.org. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

Meeting Information:

SGA Board Meeting
Thu, Oct 14, 2021 9:00 AM - 11:00 AM (PDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/830412549>

You can also dial in using your phone.
United States: +1 (646) 749-3122

Access Code: 830-412-549

1. **CALL TO ORDER AND ROLL CALL**
2. **AUTHORIZE A TELECONFERENCE MEETING**
Action: Adopt Resolution 2021-02, including requisite findings, to continue to hold meetings of the Board of Directors via teleconference pursuant to Assembly Bill 361 until such time as the State of Emergency resulting from the COVID-19 pandemic no longer impacts the ability of Board members and the public to safely meet in person.
3. **PUBLIC COMMENT:** Members of the public who wish to address the Board may do so at this time. Please keep your comments to less than three minutes.
4. **CONSENT CALENDAR**
Minutes of August 12, 2021 meeting
Action: Approve Consent Calendar
5. **GROUNDWATER SUSTAINABILITY PLAN IMPLEMENTATION MEMORANDUM OF AGREEMENT**
Information and Discussion: Brett Storey, West Yost and Rob Swartz, Manager of Technical Services

6. DRAFT GROUNDWATER SUSTAINABILITY PLAN

Presentation and Discussion: Rob Swartz, Manager of Technical Services

7. GROUNDWATER MANAGEMENT PROGRAM UPDATE

Information and Discussion: Rob Swartz, Manager of Technical Services

8. SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

Discussion: Jim Peifer, Executive Director

9. APPOINTMENT OF NOMINATIONS COMMITTEE FOR 2022 SGA OFFICERS

Action: Chair Ewart to Appoint Nominations Committee for 2022 SGA Officers

10. EXECUTIVE DIRECTOR'S REPORT

11. DIRECTORS' COMMENTS

ADJOURNMENT

Next SGA Board of Director's Meetings

October 14, 2021, 2:00 p.m., SGA Special Board Meeting - Getting to Know SCGA, at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights. The location is subject to change depending on the COVID-19 emergency.

December 9, 2021, 9:00 a.m. SGA Board Meeting, at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights. The location is subject to change depending on the COVID-19 emergency.

Notification will be emailed when the SGA electronic packet is complete and posted on the SGA website at <https://www.sgah2o.org/meetings/board-meetings/>.

**SACRAMENTO GROUNDWATER AUTHORITY
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Thursday, October 14, 2021; 2:00 p.m.**

AGENDA

WORKSHOP: GETTING TO KNOW THE SCGA

The Board will discuss all items on this agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on this agenda but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection on SGA's website. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact cpartridge@rwah2o.org. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**SGA Special Board Meeting - Getting to Know SCGA
Thu, Oct 14, 2021 2:00 PM - 3:00 PM (PDT)**

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/674567389>

You can also dial in using your phone.

United States: +1 (872) 240-3311

Access Code: **674-567-389**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PUBLIC COMMENT:** Members of the public who wish to address the Board may do so at this time. Please keep your comments to less than three minutes.
- 3. WORKSHOP: GETTING TO KNOW SCGA**
Presentation: Jim Peifer, RWA and SGA Executive Director and John Woodling
SCGA Interim Executive Director

ADJOURNMENT

Minutes
Rio Linda / Elverta Community Water District
Executive Committee

55

October 4, 2021
6:00 p.m.

Visitors / Depot Center
6730 Front St.
Rio Linda, CA 95673

Attendance: The meeting was called to order at 6:00 P.M. The meeting was attended by Director Reisig, Director Green, General Manager Tim Shaw, and Contract District Engineer Mike Vasquez.

Call to Order: 6:00 P.M.

Public Comment: None (no public members attended)**Items for Discussion:**

1.	Update from Contract District Engineer.
	<i>The Contract District Engineer presented his written report and expounded on the two projects having paid their plan check fees. Mr. Vasquez also reported that Sacramento Metro Fire has indicated it will be requiring a hydrant installation for one of the projects. Mr. Vasquez further explained that the District has received indications of interest for two of the eight consulting firms known to have received the Request for Proposals for the 2020 Urban Water Management Plan.</i>
2.	Discuss the Status of the Annual Pipe Replacement RFP.
	<i>The Contract District Engineer presented his written report and the Committee discussed the timing of the Contract award with respect to weather and regulatory requirements during the defined rainy season. (storm water pollution prevention plan or SWPPP). Mr. Vasquez further characterized the current, temporary in-house staffing limitations on the potential for a relatively lower-cost project consequent to the mix of in-house and outsourced tasks.</i>
3.	Discuss the addendum to the General Manager's Employment Agreement.
	<i>The General Manager presented his written report and further explained that the Board has the privilege of discussing this matter in closed session. Eventually, however, the addendum to the General Manager Employment Agreement, would have to be approved by the Board in open session or at least reported and publicly posted subsequent to Board approval. The General Manager indicated that the Districts past GMs and less than optimal transparency inspires his recommendation to consider the addendum in open session.</i> <i>The Executive Committee forwarded the item to the October 18th Board agenda, open session. The Committee further recommends Board approval of the simple addendum to the General Manager's Employment Agreement.</i>
4.	Status Report on State Water Resources Control Board Arrearages Funding.
	<i>The General Manager presented his written report along with the excerpt from the State Water Resources Control Board (SWRCB) recently adopted Program Requirements. The General Manager further conveyed the tone he perceived from the SWRCB Board Members social reform agenda. The General Manager believes there are pre-existing taxpayer advocacy statutes that preclude public agencies from charging some ratepayers/taxpayers for the benefit of other ratepayers/taxpayers. The SWRCB Program Requirements stipulate that participating agencies must waive all late fees to be eligible for arrearages funding.</i> <i>The Executive Committee forwarded this item onto the October 18th Board agenda. The Committee intentionally withheld its recommendation for Board action, citing the need for additional analysis, e.g., informal legal opinion and written clarifications from SWRCB staff on the definition of "late fees".</i>

<p>5. Discuss the Report from the Sacramento Regional Water Utilities Collaboration Study (continuing from 9-7-2021 Executive Committee).</p>
<p><i>The General Manager presented his written report. Directors Green and Reisig provided observations including the potential benefits for Human Resource capacity at RLECWD via collaboration. Director Reisig conveyed having spent considerable time reviewing the voluminous report. Director Reisig's comments were context for his recommendation that the eventual Board discussion be scheduled for a Board Meeting with a relatively light agenda, which would better accommodate a lengthy Board discussion.</i></p> <p><i>The Executive Committee directed staff to place an item on the November 1st Executive Committee agenda to discuss the timing of forwarding this item to a future Board meeting agenda.</i></p>
<p>6. The status of leak repairs on service lines.</p>
<p><i>The General Manager presented the written report and the leak repairs report. The General Manager explained the timing associated with generating these monthly reports in context with the timing of posting agendas and documents for public meetings. The Executive Committee documents are often finalized prior to the end of the reporting period. Accordingly, the monthly reports should be part to the monthly Board meeting documents, similar tot the Operations Report and Production Report.</i></p> <p><i>The Executive Committee agreed and directed staff to include the monthly Leak Repairs Report on regular Board meeting agendas.</i></p>
<p>7. Billing Software (CUSI) Agreement Required for Rate Restructuring Implementation.</p>
<p><i>The General Manager presented his written report and explained that this awkward tactic by Continental Utility Systems Inc. (CUSI) are not unprecedented. CUSI initiated a similar untimely requirement when the District changed credit/debit processing vendors. The General Manager shared that he had expressed the Districts dissatisfaction then and now.</i></p> <p><i>The Executive Committee forwarded an item onto the October 18th Board agenda to enable the Board to consider ratifying the agreement with CUSI. The Committee recommends Board ratification of the agreement.</i></p>
<p>8. Discuss Expenditures for August 2021.</p>
<p><i>The Executive Committee forwarded this item onto the October 18th Board agenda with the Committee's recommendation for Board approval.</i></p>
<p>9. Discuss Financial Reports for August 2021.</p>
<p><i>The Executive Committee forwarded this item onto the October 18th Board agenda with the Committee's recommendation for Board approval.</i></p>

Directors' and General Manager Comments:

The General Manager explained that at the time the October 4th Executive Committee agenda was written, staff and the Independent Auditor believed that the 2020/2021 audit report would be ready for Board consideration at the October 18th meeting. However, the Independent Auditor's firm has experienced some unforeseen staff vacancies, and the personnel shortage has impacted their schedule.

Items Requested for Next Month's Committee Agenda

Adjournment: 7:26 P.M.