



AGENDA

Special Meeting of the Board of Directors

Wednesday, March 31, 2021 at 6:00 pm
Town Hall, 120 Bidwell Street, Greenville, CA 95947

In alignment with State of California and Plumas County COVID-19 regulations, MASKS ARE MANDATORY at this meeting. Sitting will be spaced 6' apart to ensure social distancing.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Agenda Approval
4. **Public Comment:** *The public may address the Board **ONLY** on items on the agenda. Pursuant to state law, the Board may not discuss nor take action on non-agenda items except under special circumstances. Speakers should limit their remarks to **five minutes** or as decided by the Chairperson.*
5. **Board of Directors: (45 mins)**
 - a. **Approve Minutes** Discussion/Action
 - March 17, 2021 – Special Meeting ([page 2](#))
 - b. **Approve Resolution #2021-009 Routine Office Business** Discussion/Action
 - Appoint Chair Orange as District Signatory for Routine Office Business. ([page 6](#))
 - c. **Approve Resolution #2021-010 Employee Acknowledgements** Discussion/Action
 - Appoint Chair Orange as District Signatory for Employee Acknowledgements. ([page 7](#))
 - d. **Review & Approve Consulting Agreement** Discussion/Action
 - Amend as necessary and approve Consulting Agreement. ([page 8](#))
6. Adjournment

REASONABLE ACCOMMODATIONS: *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at 530-284-7224. Notification 72-hours prior to the meeting will enable the District staff to make reasonable arrangements to ensure accessibility [28 CFR § 35.102.35.104 ADA Title II].*

UPCOMING MEETINGS at 6:00 pm at the Town Hall, 120 Bidwell St., Greenville, CA 95947

Wednesday, April 7, 2021 Special Meeting

Wednesday, April 14, 2021 **Regular Meeting**



MINUTES

Special Meeting of the Board of Directors

Wednesday, March 17, 2021 at 6:00 pm
Town Hall, 120 Bidwell Street, Greenville, CA 95947

In alignment with State of California and Plumas County COVID-19 regulations, MASKS WERE MANDATORY at this meeting. Sitting was spaced 6' apart to ensure social distancing.

1. Call to Order and Roll Call

Chair Orange called the meeting to order at 6:02 pm.

Vice Chair Schramel and Director Admire were present.

Directors Dannemiller and Heard (*see Item 3 Agenda Approval*) were absent.

Board Clerk Titcomb was present.

2. Pledge of Allegiance

Chair Orange led the pledge of Allegiance.

3. Agenda Approval

➤ MOTION:

Director Schramel made a motion to approve the agenda with the addition of **Item 5c Appoint IVASA Board Back-up** and **Item 5d Director Heard's Resignation & Acceptance**.

Director Admire seconded the motion.

➤ VOTE:

The vote was 3-Yes, 0-No, and 2-Absent (*Directors Dannemiller & Heard*).

The motion passed with a unanimous "Yes" vote.

4. Public Comment: *The public may address the Board ONLY on items on the agenda. Pursuant to state law, the Board may not discuss nor take action on non-agenda items except under special circumstances. Speakers should limit their remarks to five minutes or as decided by the Chairperson.*

There were no members of the public present, therefore, there were no comments.

5. Board of Directors:

a. Review January Financial Statements Discussion/Action

1. Checklist (*page 2 of the packet*)

The Board reviewed the Checks List provided by Office Manager Titcomb. Vice-Chair Schramel requested additional regarding Check #13103 in the amount of \$34.76 to T-Mobile Communications for the GV Park. Office Manager Titcomb explained the system was purchased to monitor District facilities and is moved to different locations as needed.



2. Profit & Loss Statement *(page 3 of the packet)*

The Board reviewed the Profit & Loss Statement that was provided by Mandy McGarva, the District’s CPA. Vice-Chair Schramel questioned why Line Item #40078 Property Tax is consistently over budget year after year. Office Manager Titcomb explained the District is being charged for a pond at the Greenville Sewer facility that is no longer in use and should not be incorporated on the District’s property tax bill. Vice-Chair Schramel suggested the District contact Kevin Goss, Plumas County Supervisor for District 2, to get this issue resolved.

3. Cash Allocation by Fund *(page 5 of the packet)*

The Board reviewed the Cash Allocation by Fund spreadsheet provided by CPA McGarva. While reviewing the net change to the cash in the Water Department, Vice-Chair Schramel suggested we talk to Lead Plant Operator Silva about water sales and if the District is required to conserve water this summer, whether there is enough water storage and ability to meet CA State mandates.

CSDA’s website has noted there are federal monies related to Covid-19 available for individuals who may have difficulties paying their utilities. Information should be coming forth regarding help with payments for water bills. CSDA is currently lobbying the State for monies to go directly to CSDs to offset loss of income from customers who cannot pay their water/sewer bills due to direct impact from Covid-19.

Director Admire indicated that Covid-19 does not absolve individuals from having to pay their debts for utilities. And, that anyone applying for assistance from Covid-19 funds will be required to prove direct impact from losing a job *(related to the Covid-19 shutdown)*, losing income due to personal illness from Covid-19, the need to take care of a family member who is ill from Covid-19, or any other loss directly related to the Covid-19 pandemic.

It was mentioned that Plumas County may be getting an extra \$4,000,000 from the American Rescue Plan that was signed by the President on March 11, 2021. Vice-Chair Schramel suggested the Board invite Supervisor Goss to attend an upcoming IVCSD Board meeting to discuss how these funds might be used.

4. Deposit Analysis *(page 6 of the packet)*

The Board reviewed the Deposit Analysis spreadsheet provided by CPA McGarva. The difference of (\$216.17) was noted. Office Manager Titcomb indicated that when a month closes over a weekend, it creates discrepancies in the deposits due to customers having the ability to make payments via the online system after the closed of business on the last Friday of the month.

b. Approve Minutes *Discussion/Action*

1. March 4, 2021 – Special Meeting *(page 7 of the packet)*

➤ **MOTION:**

Director Admire made a motion to approve the March 4, 2021 Minutes.

Chair Orange seconded the motion.

➤ **VOTE:**

The vote was 3-Yes, 0-No, and 2-Absent *(Directors Dannemiller & Heard)*.

The motion passed with a unanimous “Yes” vote.



c. IVASA Board Appointment Discussion/Action

With Director Heard’s pending resignation from the Board and his position as one of the Directors representing the District on the IVASA Board, his pending vacancy on the IVASA Board would need to be filled. The Board discussed the requirements of this position and the urgency of filling it by the next IVASA Board Meeting on Tuesday, March 23, 2021 at 5:30 pm.

➤ **MOTION:**

Chair Orange made a motion to appoint Vice-Chair Schramel as a representative on the IVASA Board.

Director Admire seconded the motion.

➤ **VOTE:**

The vote was 3-Yes, 0-No, and 2-Absent (*Directors Dannemiller & Heard*).

The motion passed with a unanimous “Yes” vote.

d. Director Heard’s Resignation Discussion/Action

The Board acknowledged Director Heard’s resignation. Board Clerk Titcomb has posted the required notices. The Board will need to review the regulations and fill the vacancy within 60 days.

➤ **MOTION:**

Vice-Chair Schramel made a motion to accept Director Heard’s resignation, thanking him for his years of service and wishing him the best.

Chair Orange seconded the motion.

➤ **VOTE:**

The vote was 3-Yes, 0-No, and 1-Absent (*Director Dannemiller*).

The motion passed with a unanimous “Yes” vote.

6. CLOSED SESSION:

The Board went into Closed Session at **6:45 pm** to discuss **Public Employment** (*Gov’t Code § 54957*) Title: *Fire Chief*.

7. Report Out of Closed Session 8:53 pm

The Board reported out of Closed Session at 8:53 pm.

Direction Given:

The Board gave direction to Chair Orange to:

- 1) proceed with LiveScan, etc. for 2 firefighter applicants, enabling them to move forward in the process to become District volunteer firefighters;
- 2) move forward with 2-3 Temporary Employee Agreements for short-term projects to accomplish critical work that had not been completed prior to the former Fire Chief leaving; *and*
- 3) enter into a Temporary Employee Agreement with Acting Fire Chief Frank Hanson.

8. Adjournment

➤ **MOTION:**

Vice-Chair Schramel made a motion to adjourn the meeting at **8:54 pm**.

Chair Orange seconded the motion.



➤ **VOTE:**

The vote was 3-Yes, 0-No, and 1-Absent (*Director Dannemiller*).

The motion passed with a unanimous “Yes” vote.

REASONABLE ACCOMMODATIONS: *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at 530-284-7224. Notification 72-hours prior to the meeting will enable the District staff to make reasonable arrangements to ensure accessibility [28 CFR § 35.102.35.104 ADA Title II].*

UPCOMING MEETINGS at 6:00 pm at the Town Hall, 120 Bidwell St., Greenville, CA 95947

Wednesday, April 14, 2021 Regular Meeting

INDIAN VALLEY COMMUNITY SERVICES DISTRICT

RESOLUTION No. 2021-009

**A RESOLUTION OF THE INDIAN VALLEY COMMUNITY SERVICES DISTRICT
AUTHORIZING AND DESIGNATING THE BOARD CHAIR TO SIGN IN PLACE OF
GENERAL MANAGER FOR ALL DOCUMENTS OF AND CONCERNING ROUTINE
DISTRICT BUSINESS, FOLLOWING REVIEW BY THE BOARD.**

WHEREAS, because the Indian Valley Community Services District (District) General Manager position is vacant, the District needs to authorize a designee to sign documents of and concerning routine district business, following review by the Board, in place of the General Manager.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Indian Valley Community Services District that District Board Chair Bob A. Orange is hereby authorized and designated to sign all documents of and concerning routine district business, following review by the Board, on behalf of the District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Indian Valley Community Services District, at a special meeting of said board held on March 31, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Bob A. Orange, Chair
Board of Directors

ATTEST:

Jeff Titcomb
Board Clerk

INDIAN VALLEY COMMUNITY SERVICES DISTRICT

RESOLUTION No. 2021-010

A RESOLUTION OF THE INDIAN VALLEY COMMUNITY SERVICES DISTRICT AUTHORIZING CERTAIN EMPLOYEE ACKNOWLEDGEMENTS IN THE RANGE OF \$750 -\$2,500 (AFTER TAXES) AND DESIGNATING THE BOARD CHAIR TO SIGN IN PLACE OF GENERAL MANAGER FOR ALL DOCUMENTS OF AND CONCERNING THE ACKNOWLEDGEMENTS.

WHEREAS, because the Indian Valley Community Services District (District) General Manager position has been vacant since September 30, 2020, District staff have had to change their work processes to incorporate working directly with the District Board of Directors (Board). The Board acknowledges the effort expended and difficulties this change has often presented.

WHEREAS, because the District General Manager position has been vacant, the District has accumulated salary savings of approximately \$35,000 to date.

WHEREAS, because the District has accumulated savings, the Board would like to acknowledge certain employee efforts by sharing a part of that savings within a range of \$750-\$2,500 (after taxes).

WHEREAS, because the District General Manager position is vacant, the District needs to authorize a designee to sign documents of and concerning the District's Employee Acknowledgement effort.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Indian Valley Community Services District that certain Employee Acknowledgements may be offered and that District Board Chair Bob A. Orange is hereby authorized and designated to sign all documents of and concerning the Employee Acknowledgement effort, on behalf of the District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Indian Valley Community Services District, at a special meeting of said board held on March 31, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Bob A. Orange, Chair
Board of Directors

ATTEST:

Jeff Titcomb
Board Clerk



Consulting Agreement

THIS CONSULTING AGREEMENT, (the "Agreement") is dated this 31st day of March, 2021.

CLIENT

Indian Valley Community Services District
(the "District")

CONSULTANT

Chad J. McMullen
(the "Consultant")

BACKGROUND:

WHEREAS, the District is engaged in the providing water, wastewater, fire, parks, and lighting services throughout Indian Valley;

WHEREAS, the District is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to the District; and

WHEREAS, the Consultant is agreeable to providing such consulting services to the District on the terms and conditions set out in this Agreement.

NOW, THEREFORE, In Consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the District and the Consultant (*individually the "Party" and collectively the "Parties" to this Agreement*) agree as follows:

1. SERVICES PROVIDED.

- a. The District hereby agrees to engage the Consultant to provide the District with the following consulting services (*the "Services"*):
 - FY 2021/2022 Budget
 - GV Water Planning Grant Implementation
 - Wildland Fire Program
 - Greenville Water Tank Project
- b. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the District.

2. **TERM OF AGREEMENT.** The term of this Agreement (*the "Term"*) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

3. **PERFORMANCE.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4. COMPENSATION.

- a. The Consultant will charge the District a fee of \$50.00 per hour for the Services (*the "Compensation"*) not to exceed \$5,000.00 at completion of this Agreement.
- b. The District will be invoiced on a monthly basis for Services provided.



- c. Invoice submitted by the Consultant to the District are due within 30 days of receipt.
- d. In the event that this Agreement is terminated by the District prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.
- e. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the District in addition to the Compensation.

5. REIMBURSEMENT OF EXPENSES.

- a. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
- b. All expenses must be pre-approved by the District.

6. CONFIDENTIALITY.

- a. Confidential information (*the "Confidential Information"*) refers to any data or information relating to the District, whether business or personal, which would reasonably be considered to be private or proprietary to the District and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the District.
- b. The Consultant agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the District or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- c. All written and oral information and material disclosed or provided by the District to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

7. OWNERSHIP OF INTELLECTUAL PROPERTY.

- a. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (*the "Intellectual Property"*) that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the District. The use of the Intellectual Property by the District will not be restricted in any manner.
- b. The Consultant may not use the Intellectual Property for any purpose other than that contract for in the Agreement except with the written consent of the District. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

8. RETURN OF PROPERTY. Upon the expiration or termination of this Agreement, the Consultant will return to the District any property, documentation, records, or Confidential Information which is the property of the District.

9. CAPACITY/INDEPENDENT CONTRACTOR. In providing the Services under this Agreement, it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the District acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The District is not required to pay, or make any contributions to, any social security, local, state or federal tax,



unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Consultant under this Agreement.

10. RIGHT OF SUBSTITUTION.

- a. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third-party subcontractor to perform some or all of the obligations of the Consultant under this Agreement and the District will not hire or engage any third parties to assist with the provision of the Services.
- b. In the event that the Consultant hires a subcontractor:
 - the Consultant will pay the subcontractor for its services and the Compensation will remain payable by the District to the Consultant.
 - For the purposes of the indemnification clause of this Agreement, the subcontractor is an agent of the Consultant.

11. AUTONOMY. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the District. However, the Consultant will be responsible to the reasonable needs and concerns of the District.

12. EQUIPMENT. Except as otherwise provided in the Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials, and any other supplies necessary to deliver the Services in accordance with the Agreement.

13. NO EXCLUSIVITY. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

14. INDEMNIFICATION. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

15. MODIFICATION OF AGREEMENT. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

16. TIME OF THE ESSENCE. Time is of the essence of this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

17. ASSIGNMENT. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the District's authorized representative.



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18. **ENTIRE AGREEMENT.** It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.
19. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
20. **SEVERABILITY.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
21. **WAIVER.** The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
22. IN WITNESS WHEREOF, each of the Parties has executed this Agreement (*the District by its duly authorized officer*) as of March 31, 2021.

Indian Valley Community Services District (*the "District"*)

Bob A. Orange, Chair

Date

Consultant

Chad J. McMullen

Date