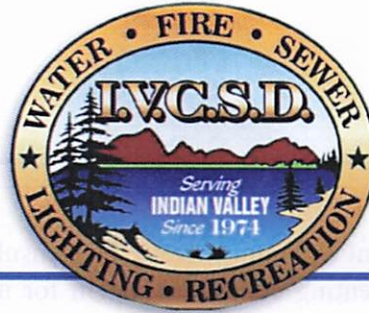


Indian Valley CSD
PO Box 899
127 Crescent Street
Greenville, CA 95947
530.284.7224 phone
530.284.0894 fax
ivcsd@frontiernet.net



Board of Directors
Mina Admire
Wayne Dannemiller
Robert Heard
Bob Orange
Lee Anne Schramel
www.indianvalleycsd.com

AGENDA

Special Meeting of the Board of Directors

Thursday, March 4, 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: (60 mins)**
 - a. **Mid-year Adjusted Budget Approval** – Director Admire Discussion/Action
 - 2020/2021 Fiscal Budget Mid-Year Adjustments – Final (page 4)
 - b. **Approve Minutes** Discussion/Action
 - January 5, 2021 – Special Meeting (page 8)
 - February 24, 2021 – Special Meeting (page 10)
 - c. **Distribution of Approved/Signed Minutes** Discussion/Action
 - Provide written direction for signatures and distribution of minutes upon approval. (page 17)
 - d. **Approve Resolution #2021-004 Audit Signatory** Discussion/Action
 - Appoint Chair Orange as District Signatory for the Audit. (page 19)
6. **District Office: (15 mins)**
 - a. **General Liability Insurance** – Office Manager Titcomb Discussion/Action
 - Review and amend renewal questionnaire. (page 21)



7. **Water Department: (20 mins)**
 - a. **PALL System** – Lead Plant Operator Silva & IT Consultant Fisher *Discussion/Action*
 - Review estimate for renting computer system for upcoming Greenville Water Plant inspection. *(page 41)*
 - b. **Approve Resolution #2021-005 - Community/Emergency Water Tank Signatory** *Discussion/Action*
 - Appoint Chair Orange as District Signatory for the Greenville Water Tank Project with Plumas County. *(page 57)*
8. **Wastewater Department: (10 mins)**
 - a. **FEMA Grant Close Out** – Director Orange & Office Manager Titcomb *Discussion*
 - Update on progress.
 - b. **Approve Resolution #2021-006** – Director Schramel *Discussion/Action*
 - Appoint Chair Orange as District Signatory for any procedures related to the FEMA Grant Closeout. *(page 59)*
9. **Parks Department: (20 mins)**
 - a. **Taylorville Pool MOU** – Director Schramel *Discussion/Action*
 - Introduce the MOU created by Indian Valley Recreation & Parks. *(page 61)*
 - b. **Riley’s Greenville Park Proposal** – Director Schramel *Discussion/Action*
 - Review partnering opportunity to replace basketball standards and hoops at the Greenville Park. *(page 70)*
10. **Topics for Future Board Meetings (15 minutes)** *Discussion/Action*
 - a. **Board of Directors:**
 - Technical Equipment for Meetings
 - Updating/Revising Volunteer/Partnering Agreement
 - Closed Session: General Manager
 - CAL OES Disaster-Authorized Representative
 -
 - b. **District Office:**
 - Continuing Operations Plan
 -
 - c. **Water Department:**
 - SWBRCB EAR Application & Process
 - Greenville Water Plant Health Assessment
 -
 - d. **Wastewater Department:**
 -



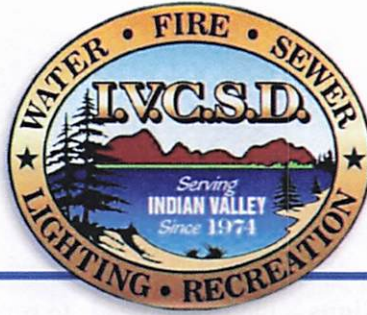
-
- e. **Fire Department:**
 - **Fire Safety Address Signs** – the Board needs to revisit this topic but will require additional information from Fire Chief Balbiani. *(See February 24, 2021 Special Meeting Minutes for further information.)*
 - Emergency Siren System
 -
- f. **Parks Department:**
 - Revised Taylorsville Pool MOU & Signature
 -
- g. **Lighting Department:**
 -

11. 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, March 10, 2021 Regular Meeting



Special Meeting of the Board of Directors
Thursday, March 4, 2021

Item #5a

Mid-year Adjusted Budget Approval



TOTAL BUDGET SUMMARY

Approved: March 4, 2021

INCOME	Water	Sewer	Fire	Parks	Lights	TOTAL	Admin
30304 · Service Charge Sewer		214,318				214,318	
30314 · Service Charges Water	382,057					382,057	
30314.1 · USDA Res. Revenue	29,000					29,000	
30315 · Water Use	175,000					175,000	
30316 · Penalties Water	17,000					17,000	
30318 · Penalties Sewer		4,565				4,565	
30320 · Admin. Service Income							262,950
31321 · Tax Revenue		17,000	150,000	40,000	23,300	230,300	
31326 · Interest Revenue	1,000	2,500				3,500	4,000
31327 · Grant Revenue	428,000		10,000			438,000	
31330 · Misc. Revenue	9,500	20,000	43,000	18,500		91,000	4,500
Total Income	1,041,557	258,383	203,000	58,500	23,300	1,584,740	271,450

EXPENSES	Water	Sewer	Fire	Parks	Lights	TOTAL	Admin
40010 · Salaries/Wages - ST	98,993	98,993	32,414	9,650		240,050	139,973
40011 · Salaries/Wages - OT	2,970	2,970		312		6,252	9,000
40012 · Pager Duty	3,100	2,600				5,700	
40015 · EE Benefits	19,100	14,600	2,500	600		36,800	33,917
40016 · Workers Compensation	3,800	3,500	7,500	562		15,362	6,500
40017 · Map/CAD/GIS/Software	2,000					2,000	7,000
40018 · Ads/Legal Notices	550	100				650	1,000
40023 · Insurance	16,906		6,800			23,706	5,100
40024 · Communication	4,751	4,456	1,750			10,957	3,600
40025 · Office Expense	1,100	1,500	600			3,200	7,000
40026 · Rent/Lease	1,000	500				1,500	18,600
40027 · Memberships	800	250	250			1,300	4,050
40028 · Food/Household Items	250	1,000	800	50		2,100	500
40030 · Bank Fees	2,000	1,500				3,500	2,000
40031 · Professional Service	20,000	9,000	750			29,750	34,500
40035 · Travel, Ed., Training	2,500	2,000	43,000			47,500	2,500
40040 · Vehicle Expenses	9,600	7,500	9,800	500		27,400	2,300
40050 · Utilities	34,025	14,780	4,400	2,900	18,600	74,705	2,560
40055 · Small Tools	3,000	800	1,200	200		5,200	
40056 · Supplies	18,000	6,000	5,000	3,800		32,800	500
40057 · Postage	1,180	1,180				2,360	2,000
40061 · Repairs & Maintenance	3,500	5,500	5,000	40,000		54,000	250
40062 · ST Req'd Eng. Reports	16,000	5,500				21,500	
40068 · Permits/Inspections	17,430	45,315	4,500	340		67,585	
40075 · Safety	2,000	1,250		307		3,557	700
40078 · Property Tax		350				350	
40100 · Admin. Expense	143,569	60,460	39,779	13,689	5,452	262,949	
Total Expense	428,124	291,604	166,043	72,910	24,052	982,733	283,550

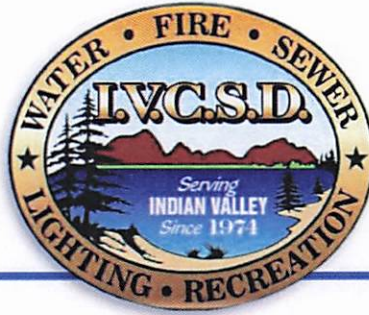
Net Ordinary Income 613,433 (33,221) 36,957 (14,410) (752) 602,007 (12,100)



TOTAL BUDGET SUMMARY

Updated: March 4, 2021

OTHER EXPENSES	Water	Sewer	Fire	Parks	Lights	TOTAL	Admin
50500 · USDA/ UMPQUA <i>Debt Service Pmts</i>	193,028	24,582	15,712			233,322	
50501 · USDA Reserve <i>Requirement 10% pmt</i>			1,571			1,571	
50506 · Capital Improvements	428,000	125,000	19,736	10,000	5,000	587,736	
50508 · RCAC/Plumas Co. <i>Debt Serv/SRF</i>	4,542					4,542	
Total Other Expense	625,570	149,582	37,019	10,000	5,000	827,171	
Net Other Income	613,433	(33,221)	36,957	(14,410)	(752)	602,007	(12,100)
Net Income	(12,137)	(182,803)	(62)	(24,410)	(5,752)	(225,164)	(12,100)

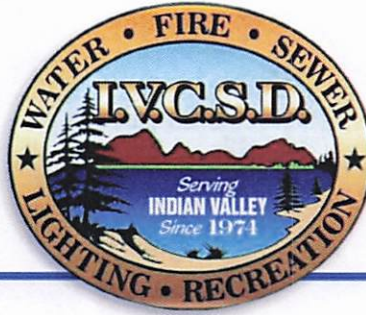


Special Meeting of the Board of Directors

Thursday, March 4, 2021

Item #5b

Approve Minutes



Minutes

Special Meeting of the Board of Directors Tuesday, January 5, 2021 at 5:30 pm

NOTE: *This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.*

1. Call to Order and Roll Call

Vice-Chair Schramel called the meeting to order at 5:38 pm and did the roll call.
Directors Schramel, Admire, Dannemiller, and Heard were present via Zoom.
Director Orange was absent.

2. Pledge of Allegiance

The pledge of allegiance was not performed due to lack of flag.

3. Agenda Approval

➤ MOTION:

Director Admire made a motion to approve the agenda adding Item #3.5 Appoint Meeting Facilitator and Note Taker.

Director Dannemiller seconded the motion.

➤ VOTE:

The vote was 4-Yes, 0-No, and 1-Absent (*Director Orange*).

The motion passed with a unanimous "Yes" vote.

3.5 Appoint Meeting Facilitator and Note Taker.

Director Admire was appointed Meeting Facilitator with Director Schramel as Note Taker.

4. Public Comment:

Vice-Chair Schramel read the following statement, "*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.*"

No public comments were received.

5. Closed Session

The Board went into closed session at 5:41 pm to discuss **Public Employment** (Gov't Code § 54957)
Title: General Manager

6. Report out of Closed Session

The Board reported out of closed session at 9:24 pm.



No actions were taken. Direction was given.

7. Adjournment

➤ MOTION:

Director Admire made a motion to adjourn the meeting at 9:24 pm.

Director Dannemiller seconded the motion.

➤ VOTE:

The vote was 4-Yes, 0-No, and 1-Absent (*Director Orange*).

The motion passed with a unanimous “Yes” vote.

Next Adjourned Regular Meeting, January 21, 2020 at 6:00 pm (*location/format pending*)

UPCOMING MEETINGS at 6:00 pm (*location/format pending*).

- January 7, 2021 Special Meeting
- January 21, 2021 Adjourned Regular Meeting**
- January 28, 2021 Special Meeting

These Minutes were duly approved by the IVCSD Board of Directors at the Special Meeting on March 4, 2021 and attested to by:

Bob A. Orange

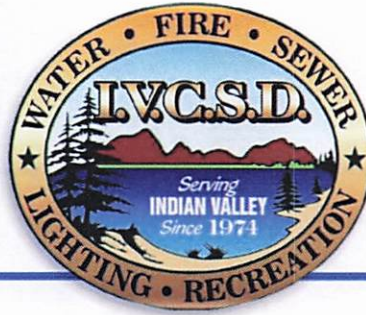
Board Chair

Signature

Jeff Titcomb

Board Clerk

Signature



Minutes Special Meeting of the Board of Directors

Wednesday, February 24, 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 **6:04 pm** and did the roll call.
Directors Orange, Schramel, Admire, Dannemiller, and Heard were present.
Board Clerk/Office Manager Titcomb was present.
Member of the Public 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.
Director Dannemiller seconded the motion.

> VOTE:

The vote was 5-Yes and 0-No.
The motion passed with a unanimous "Yes" vote.

4. Public Comment:

Chair Orange read this statement, *"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.*
No comments were received or offered.

5. Board Business: (10 mins)

a. Mid-year Budget Review – Mandy McGarva, CPA Discussion/Action

- 2020/2021 Fiscal Budget Mid-Year Adjustments – Proposed

It was noted that Ms. McGarva would not be attending via Zoom due to technical difficulties. In the CPA's absence, the Board reviewed the suggested adjustments and noted a change would need to be made in the Fire Department budget:

- (1) The recommended adjustment in **Line Item #31330 – Misc. Revenue** will need to be increased from \$20,000 to \$23,000.



(2) The same increase will need to be made in the corresponding expense account in **Line Item #40035 – Travel, Ed., Training.**

It was noted that the Board will be reviewing the Cash Allocations report at the Regular Meeting on March 10, 2021 to see how much money is in reserve for the Lighting Department to cover the addition expense paid this fiscal year on PG&E bills that were in arrears from previous fiscal years.

A request was made by a member of the public for clarification on how the Admin Department is funded and whether other departments are being double billed for expenses listed in the Admin Department.

Directors Schramel and Admire explained that each department (*Water, Wastewater, Fire, Parks, and Lighting*) are charged a set percentage* to be allocated to the Admin Department to help pay for the administrative expense to run the District as a whole. (*This percentage is based on the percentage of revenue each department contributes to the overall budget of the District.*)

It was further explained that expenses listed in the Admin Department's budget are specific to the management and office support provided by the District's GM, Office Manager, and office staff.

For example, the Admin Dept's Line Item #40026 – Rent/Lease expense is strictly for the lease of office space and office equipment. This expense is not included in the Water Department's Line Item #40026 – Rent/Lease expense. The Water Dept's line-item expense covers equipment or special tools the Water Dept may need to rent or lease to complete a job.

Director Schramel suggested the Board revisit the budget in a 3-months with the NEW GM and CPA to start preparing for end-of-year adjustments. This will be added to the Board's calendar.

➤ **DIRECTION GIVEN:**

Direction was given to Director Admire to condense the Mid-year Budget Adjustment spreadsheets (*removing the comparative columns*) into the standard budget format and submit the Adjusted Budget to the Board for final approval at the Special Meeting on March 4, 2021.

b. Approval of Minutes *Discussion/Action*

- (1) October 29, 2020 – Special Meeting
- (2) December 17, 2020 – Special Meeting
- (3) February 4, 2021 – Special Meeting
- (4) February 10, 2021 – Regular Meeting

➤ **MOTION**

Director Dannemiller made a motion to approve the minutes from October 27, 2020, December 17, 2020, February 4, 2021, and February 10, 2021.

Director Heard seconded the motion.

➤ **VOTE:**

The vote was 5-Yes and 0-No.

The motion passed with a unanimous "Yes" vote.

c. Temporarily Reassign Agenda and Minute Duties *Discussion/Action*

- *Related Policies for reference: 1010, 4045, 5010, 5020, and 5060*

The Board's Legal Counsel, Greg Einhorn, provided advice regarding temporarily reassigning the Minutes from the Board Clerk to the Board, particularly Directors Admire and Schramel. Per Legal Counsel, the policies themselves do not need to be modified. Rather, a board action, reflected in the



minutes, is sufficient to temporarily reassign duties, such as the minutes. The Board retains the option to reassign duties to anyone.

Director Schramel noted District policy states the Board Chair and General Manager create the agenda. Therefore, this duty does not need to be reassigned.

Office Manager/Board Clerk Titcomb was asked if reassigning the Minutes would remove pressure from him at the office given his additional demands without a GM in place. Mr. Titcomb stated not doing the Minutes would help lessen his workload.

➤ **MOTION**

Director Schramel made a motion to temporarily reassign the Board minutes to Directors Admire and Schramel until such time as a GM can make suggestions to the Board for permanent assignments.

Director Heard seconded the motion.

➤ **VOTE:**

A roll call vote was requested with Directors Schramel, Dannemiller, Orange, Admire, and Heard voting “Yes.”

The vote passed with a unanimous “Yes” vote.

d. Review Covid-19 Requirements for District Vehicles *Discussion/Action*

- *Covid-19 Guidelines Excerpt from 12/09/2020 Regular Meeting*

The Board reviewed the Covid-19 Guidelines that were given at the Regular Meeting on December 9, 2020. It was decided written direction will be provided to District Staff to continue to use Covid-19 preventative items listed in 2a.

➤ **MOTION**

Director Admire made a motion to instruct District personnel via a memo of the District’s Covid-19 Guidelines to continue using Covid-19 preventative equipment, hand-sanitizers, and social distancing.

Director Heard seconded the motion.

➤ **VOTE:**

The vote was 5-Yes and 0-No.

The vote passed with a unanimous “Yes” vote.

➤ **DIRECTION GIVEN:**

Direction was given to Directors Schramel and Admire to generate a memo to District personnel regarding the Covid-19 Guidelines, to be signed by the Chair and then emailed and hardcopies provided to department leads (*Office Manager Titcomb, Lead Plant Operator Silva, and Fire Chief Balbiani*) to be distributed throughout their departments.

6. Fire Department: (20 mins)

a. 4th Quarter Points – Chief Balbiani *Discussion/Action*

It was noted that Chief Balbiani was not able to be present at the meeting.

On February 10, 2021, the 3rd and 4th Quarter Points of 2020 were provided to the Board via Office Manager Titcomb. Director Schramel expressed great concern that the points had not been provided to the Office Manager/Board in a timely manner stating the volunteers needed to be reimbursed immediately. The Board concurred.



The submission did not include any supporting documentation for the 4th Quarter Points. The 3rd Quarter Points were approved at the Regular Meeting on February 18, 2021 where an addendum packet with supporting documentation was provided to the Board. *(NOTE: The addendum has been added to the February 18, 2021 Special Meeting agenda packet on the District's website and a copy is available for public viewing in the agenda binder at the District office.)*

A member of the public asked if there had been two sets of conflicting Points submitted to the Board for the 3rd Quarter and, if so, how did the Board determine which set to approve. Chair Orange confirmed that two sets had been received. The Board approved the set with the required backup documentation which also benefited the volunteers the most.

The 4th Quarter Points, with some of the requisite supporting documentation, were provided to the Board for review at this meeting.

➤ **MOTION:**

Director Admire made a motion to approve reimbursements to the volunteers based on the 4th Quarter points provided, with the assurance that quarterly points will be received by the Board no later than noon on the Friday before the monthly Regular Meeting following the end of the quarter and will include all of the supporting documentation listed herein.

Director Schramel seconded the motion.

➤ **VOTE:**

The vote was 5-Yes and 0-No.

The vote passed with a unanimous "Yes" vote.

Upon request from Director Heard for further clarification as to what documents would be required as supporting documentation for the Points, it was determined the following are required:

- 1) Training spreadsheet indicating each attendee.
- 2) All sign-in sheets for trainings, etc.
- 3) Runs log reflecting the:
 - a) Incident with date and time; and
 - b) Names of the volunteers responding *(each should be initial the run log)*.

It was reiterated these documents would need to be submitted to the District office at the end of each quarter no later than the Friday before the monthly Regular Meeting following the end of the quarter. The Office Manager is to store the training documents in a locked file until needed for the agenda packet.

➤ **DIRECTION GIVEN:**

Direction will be given via Director Heard to Fire Chief Balbiani regarding these requirements.

- b. Ratify Direction to Resume In-person Meetings** – Director Heard..... *Discussion/Action*
- *Covid-19 Guidelines Excerpt from 12/09/2020 Regular Meeting.*

On January 12, 2021, Governor Gavin Newsom announced the Regional Stay Home for the Greater Sacramento Region, which includes Plumas County, had been lifted effective immediately. With the stay home order being lifted, Plumas County fell into the Purple Tier thereby allowing great freedom for social gatherings.



On or about January 19, 2021, Director Heard provided direction for Fire Chief Balbiani to reinstate in-person meetings and trainings for Indian Valley Fire & Rescue provided Covid-19 safety precautions were in place and adhered to.

It was noted at the Special Meeting on February 18, 2021, that the Board had not ratified the direction given to the Fire Chief.

> DECISION RATIFIED:

Director Heard requested, via memo, the Board ratify the direction given to Chief Balbiani on or about January 19, 2021 to reinstate in-person meetings and trainings for Indian Valley Fire & Rescue volunteers.

> MOTION:

Director Admire made a motion to ratify the direction given to Chief Balbiani, on or about January 19, 2021, to reinstate in-person meetings and trainings for Indian Valley Fire & Rescue volunteers.

Director Dannemiller seconded the motion.

> VOTE:

The vote was 5-Yes and 0-No.

The motion passed with a unanimous “Yes” vote.

7. Next Week’s Meeting Topics Discussion/Action

The Board reviewed the proposed list provided on the agenda and determined the following topics would be included on the agenda for the Special Meeting on Thursday, March 4, 2021. Associated documentation will need to be submitted to Director Admire no later than 5:00 pm on Monday, March 1, 2021.

a. Water Department:

- (1) **PALL System** – computer rental proposal may need to be approved.

This will be a Discussion/Action item with attachment.

- (2) **GV Water Tank Resolution** – a resolution will need to be approved for Chair Orange to be the signatory for the Plumas County documents regarding the Greenville Water Tank.

This will be a Discussion/Action item with attachment.

b. Parks:

- (1) **Taylorville Pool MOU** – the Board will introduce the Indian Valley Rec & Parks Pool MOU and other background materials (*submitted by IVRP Pool Committee*).

This will be a Discussion/Action item with attachment.

- (2) **Riley’s Greenville Park Proposal** – discuss partnering opportunity to replace basketball standards and hoops at the Greenville Park.

It was noted the District needs to update its volunteer/partner agreement.

> DIRECTION GIVEN:

Direction was given to Director Schramel to work with Legal Counsel and develop a new, up-to-date agreement.

This will be a Discussion/Action item that may or may not have an attachment.



c. District Office:

- (1) **General Liability Insurance** – the renewal paperwork needs several corrections made as soon as possible. Properties have been omitted and/or mislabeled. Renewal is pending the form being corrected and submitted to the insurance agency.

This will be a Discussion/Action item with attachment.

- (2) **Continuing Operations Plan** – Directors Orange and Schramel are to work with Office Manager Titcomb for a plan on how to keep operations running smoothly and how to maintain a separation of duties in his absence. This is critical for insuring District functions and protecting office staff.

This will be a Discussion item.

d. Board Business

- (1) **Approve Minutes**

This will be a Discussion/Action item with attachment(s).

- (2) **Distribution of Approved/Signed Minutes** – the Board wishes to temporarily amend policy and clarify that meeting minutes need to be signed and distributed immediately upon approval.

This will be a Discussion/Action item with attachment(s).

- (3) **Memo to Employees** – Office Manager Titcomb requested the Board, while acting in absence of a GM, provide clear and direct instructions to personnel regarding directions that have been given to individuals either in person or through meeting minutes. The department leads should be emailed with a “read” response and clarify specific directions given to that department. The Board will be more conscientious in providing written direction in the future.

The Board will be following up with this.

- (4) **Approve Mid-year Adjusted Budget** – this will be the final review of the mid-year budget adjustments.

This will be a Discussion/Action item with attachment.

- (5) **Technical Equipment** – add a booster to the GV Fire Station’s internet and purchase a projector, screen, speakers, microphones, etc. for better facilitating remote attendance at Board meetings and other District functions.

This will be a Discussion/Action item with attachment(s).

The Board further discussed the need to add the following item to the agenda for the Regular Meeting on March 10, 2021:

e. Fire Department

- (1) **Fire Safety Address Signs** – the Board needs to revisit this topic but will require additional information from Fire Chief Balbiani.

➤ DIRECTION GIVEN:

Direction was given to Director Heard to provide direction to Fire Chief Balbiani regarding preparation for presenting this topic to the Board at the Regular Meeting on March 10, 2021.

This will be a Discussion/Action item that may or may not have an attachment.

8. Closed Session

The Board went into closed session at 8:42 pm to discuss **Public Employment** (Gov’t Code § 54957) Title: General Manager.



9. Report out of Closed Session

The Board reported out of closed session at 9:50 pm.

No actions were taken. Direction was given.

10. Adjournment

> MOTION:

Director Dannemiller made a motion to adjourn the meeting at 9:51 pm.

Director Heard seconded.

> VOTE:

The vote was 5-Yes, 0-No, and 0-Absent.

This motion passed with a majority “Yes” vote.

Adjourned to next Regular Meeting, March 10, 2021 at 6:00 pm to be held in-person at the Town Hall, 120 Bidwell Street, Greenville, CA 95947.

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

March 4, 2021 Special Meeting

March 10, 2021 Regular Meeting

These Minutes were duly approved by the IVCSD Board of Directors at the Special Meeting on March 4, 2021 and attested to by:

Bob A. Orange
Board Chair

Signature

Jeff Titcomb
Board Clerk

Signature



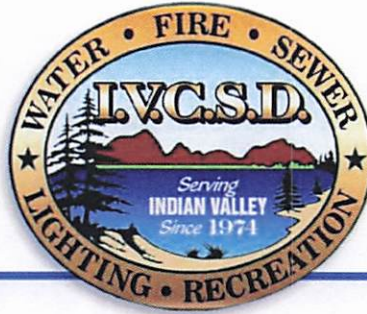
Special Meeting of the Board of Directors

Thursday, March 4, 2021

Item #5c

Distribution of Approved/Signed Minutes

Indian Valley CSD
PO Box 899
127 Crescent Street
Greenville, CA 95947
530.284.7224 phone
530.284.0894 fax
ivcsd@frontiernet.net



Board of Directors
Mina Admire
Wayne Dannemiller
Robert Heard
Bob Orange
Lee Anne Schramel

www.indianvalleycsd.com

M * E * M * O * R * A * N * D * U * M

Date: March 4, 2021
To: Bob A. Orange, Board Chair
From: Mina Admire, Director
RE: Temporary Direction to Sign/Distribute Minutes

Mr. Chair:

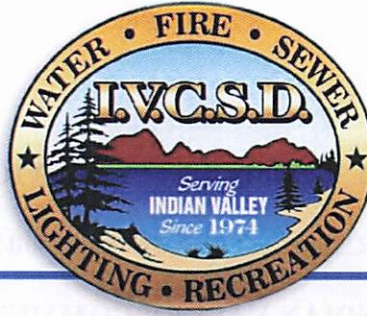
At the Special Meeting on February 24, 2021, the Board discussed the need to temporarily provide direction for Minutes to be signed and distributed immediately upon approval. Per that expressed desire, we have included the topic at tonight's meeting.

I would like to propose we direct Director Admire to have final copies of the Minutes prepared and ready for the signatures of the Chair and Board Clerk when they are presented on the agenda for approval.

If the Minutes are approved as is, she will scan and email them to the Board Clerk the following day.

If the Minutes require changes, the Minutes will be edited, signed at the next scheduled Board meeting then scanned and emailed to the Board Clerk the following day.

The Board Clerk will be directed to upload the Minutes to the District's website no later than close of business on the day following receipt.



Special Meeting of the Board of Directors
Thursday, March 4, 2021

Item #5d

Resolution #2021-004

INDIAN VALLEY COMMUNITY SERVICES DISTRICT

RESOLUTION No. 2021-004

**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 THE 2019-
2020 AUDIT**

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 the 2019-2020 District Audit, 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 the 2019-2020 District Audit, 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 5, 2021 by the following vote:

AYES:

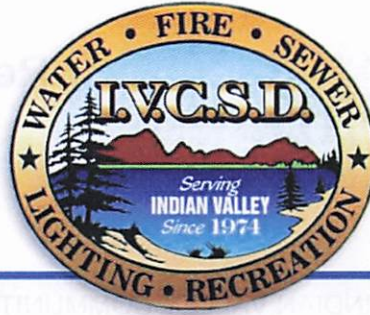
NOES:

ABSENT:

Bob A. Orange, Chair
Board of Directors

ATTEST:

Jeff Titcomb
Board Clerk



Special Meeting of the Board of Directors
Thursday, March 4, 2021

Item #6a

General Liability Insurance Renewal Questionnaire

Renewal Questionnaire

Authority Member: C58406 INDIAN VALLEY COMMUNITY SERVICES DISTRICT

Broker: A10978

Flanigan-Leavitt Insurance Agency Inc
P.O. Box 3556
Quincy, CA 95971

Please complete and return this Renewal Questionnaire to **Glatfelter Insurance Services** no later than **January 16, 2021**. Important: Use this Renewal Questionnaire instead of any broker generated documents. All information should be verified for accuracy, and all questions should be answered. **Note: The purpose of the Renewal Questionnaire is to gather updated underwriting/rating information. If we do not receive an updated Renewal Questionnaire by January 16, 2021, we will automatically renew the coverages based on the exposures shown in this document. Any changes submitted after that date will be endorsed onto the Memorandum of Coverage and adjustments to the contribution amount will be made at that time.** Refer to the Memorandum of Coverage (MOC) for a complete listing of the coverages currently provided.

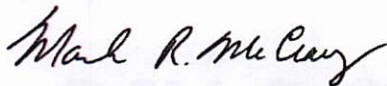
If any additional lines of coverage are needed to broaden coverage, we encourage you to request them by completing our New Business Application. Refer to our website, www.MyMemberGuard.com, for our New Business Application.

Dear Broker:

We hope that you will use this Renewal Questionnaire as an efficient means to communicate any changes to us for the upcoming renewal. Please carefully review and complete all information in this Renewal Questionnaire. Once completed, please return it to your underwriter, KELLY L. ANDERSON at klanderson@glatfelters.com or PO Box 2726, York, PA 17405.

On behalf of the California Rural Water Risk Management Association, I sincerely thank you for your continued support and patronage. If you have any questions, please do not hesitate to contact your underwriter or me at (800) 233-1957.

Sincerely,



Mark R. McCrary, ARM-P, AIC
President, Glatfelter Public Practice

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

GENERAL INFORMATION

Member's Name: INDIAN VALLEY COMMUNITY SERVICES DISTRICT

Member's Mailing Address: PO BOX 899
GREENVILLE, CA 95947

County: PLUMAS

Notice: As changes are made throughout this document, a system-generated "U"pdate indicator will appear in the left margin.

Contact Name/Title: _____ Phone: _____

<u>Coverage</u>	<u>Status</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>MOC Number</u>
Property	In-Force	04/01/2020	04/01/2021	CRWA-JP-0011102-00
Crime	In-Force	04/01/2020	04/01/2021	CRWA-JP-0011102-00
Inland Marine	In-Force	04/01/2020	04/01/2021	CRWA-JP-0011102-00
Auto	In-Force	04/01/2020	04/01/2021	CRWA-JP-0011102-00
General Liability	In-Force	04/01/2020	04/01/2021	CRWA-JP-0011102-00
Public Officials & Mgmt Liab	In-Force	04/01/2020	04/01/2021	CRWA-JP-0011102-00
Excess Liability	In-Force	04/01/2020	04/01/2021	CRWA-JP-0011102-00

What is your total number of Full-time Employees? _____ 4

What is your total number of Part-time Employees? _____ 2

What is your total number of Seasonal / Temporary Employees? _____ 1

What is your total number of Volunteers? _____ 17

What is your total number of Public Officials, Directors or Officers not already included above? _____ 5

Please attach Current Budget Expenditures.

General Comments:

Please describe below any material change in the Member's operations.

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

PROPERTY

Based upon your current Property coverage information, please provide updated information. Attach supporting information where appropriate.

Is there any property under construction or a Builder's Risk exposure? Yes No
If yes, submit completed values and construction or advise if coverage is placed elsewhere.

Do any pumps or motors exceed 750 HP? Yes No

Schedule of Locations

No Changes

<u>Delete</u>	<u>Prem.</u>	<u>Item</u>	<u>Address (2 lines)</u>	<u>City, State, Zip</u>	<u>Occupancy</u>
<input type="checkbox"/>	1	1	339 CARTER ST	CRESCENT MILLS CA 95934	SEWER PLANT
<input type="checkbox"/>	1	2	339 CARTER ST	CRESCENT MILLS CA 95934	SEWER PLANT EQUIPMENT
<input type="checkbox"/>	2	1	127 ROUND VALLEY ROAD	GREENVILLE CA 95947	STORAGE TANK - 720,000 GALLON
<input type="checkbox"/>	2	2	127 ROUND VALLEY ROAD	GREENVILLE CA 95947	WATER TREATMENT PLANT
<input type="checkbox"/>	2	3	127 ROUND VALLEY ROAD	GREENVILLE CA 95947	SEWER PLANT EQUIPMENT
<input type="checkbox"/>	3	1	320 GREENVILLE PARK RD	GREENVILLE CA 95947	PUMPHOUSE
<input type="checkbox"/>	3	2	320 GREENVILLE PARK RD	GREENVILLE CA 95947	CONCESSION STAND
<input type="checkbox"/>	3	3	320 GREENVILLE PARK RD	GREENVILLE CA 95947	SOFTBALL FACILITY
<input type="checkbox"/>	3	4	320 GREENVILLE PARK RD	GREENVILLE CA 95947	POOL FACILITY
<input type="checkbox"/>	4	1	APN 004090032	GREENVILLE CA 95947	PUMP STATION
<input type="checkbox"/>	4	2	APN 004090032	GREENVILLE CA 95947	PUMP STATION
<input type="checkbox"/>	5	1	4610 NELSON STREET	TAYLORSVILLE CA 95983	PUMP STATION
<input type="checkbox"/>	6	1	11119 NORTH VALLEY RD	TAYLORSVILLE CA 95983	LEACH FIELD EQUIPMENT
<input type="checkbox"/>	7	1	4526 MAIN STREET	TAYLORSVILLE CA 95983	POOL FACILITY
<input type="checkbox"/>	8	1	115 CRESCENT STREET	GREENVILLE CA 95947	SOFTBALL FACILITY

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

Delete	Prem.	Item	Address (2 lines)	City, State, Zip	Occupancy
<input type="checkbox"/>	9	1	APN 004080019	GREENVILLE CA 95947	SEWER POND EQUIPMENT
<input type="checkbox"/>	10	1	APN 110190017	GREENVILLE CA 95947	SEWER POND EQUIPMENT
<input type="checkbox"/>	11	1	102 CALAIS	GREENVILLE CA 95947	LIFT STATION #1
<input type="checkbox"/>	12	1	APN 004080018	GREENVILLE CA 95947	LIFT STATION #2
<input type="checkbox"/>	13	1	18964 HWY 89	GREENVILLE CA 95947	LIFT STATION #3
<input type="checkbox"/>	14	1	127 CRESCENT STREET	GREENVILLE CA 95947	OFFICE

Add

Add

Add

Coverages A and B Schedule of Property Limits

No Changes

Deductible: \$1,000

Please note: The limits shown below reflect what will be provided on the upcoming renewal and contemplate the inflation guard percentage provided on your expiring coverage as indicated below. Newly added premises/items are subject to Underwriting approval.

Real Property

Personal Property

Delete	Prem.	Item	Const.	Limit	Valuation	Coins.	Incl. in Blanket	Inflation Guard	Limit	Valuation	Coins.	Incl. in Blanket	Inflation Guard
<input type="checkbox"/>	1	1	1	\$29,247	RC	N/A	Yes	4%	Not Covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	1	2	<input type="checkbox"/>	\$93,589	RC	N/A	Yes	4%	Included	RC	N/A	Yes	4%
<input type="checkbox"/>	2	1	8	\$292,465	RC	N/A	Yes	4%	Not Covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	2	2	1	\$46,795	RC	N/A	Yes	4%	Not Covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	2	3	<input type="checkbox"/>	\$175,479	RC	N/A	Yes	4%	Included	RC	N/A	Yes	4%
<input type="checkbox"/>	3	1	1	\$12,869	RC	N/A	Yes	4%	Not Covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	3	2	1	\$23,397	RC	N/A	Yes	4%	\$11,699	RC	N/A	Yes	4%
<input type="checkbox"/>	3	3	1	\$52,000	RC	N/A	Yes	4%	Not Covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	3	4	1	\$104,000	RC	N/A	Yes	4%	Not Covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	4	1	1	\$81,890	RC	N/A	Yes	4%	Not Covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	4	2	<input type="checkbox"/>	\$70,192	RC	N/A	Yes	4%	Included	RC	N/A	Yes	4%
<input type="checkbox"/>	5	1	<input type="checkbox"/>	\$87,740	RC	N/A	Yes	4%	Included	RC	N/A	Yes	4%
<input type="checkbox"/>	6	1	<input type="checkbox"/>	\$35,096	RC	N/A	Yes	4%	Included	RC	N/A	Yes	4%
<input type="checkbox"/>	7	1	3	\$104,000	RC	N/A	Yes	4%	\$4,679	RC	N/A	Yes	4%
<input type="checkbox"/>	8	1	3	\$4,679	RC	N/A	Yes	4%	Not Covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	9	1	<input type="checkbox"/>	\$9,359	RC	N/A	Yes	4%	Included	RC	N/A	Yes	4%

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

Real Property

Personal Property

<u>Delete</u>	<u>Prem.</u>	<u>Item</u>	<u>Const.</u>	<u>Limit</u>	<u>Valuation</u>	<u>Coins.</u>	<u>Incl. in Blanket</u>	<u>Inflation Guard</u>	<u>Limit</u>	<u>Valuation</u>	<u>Coins.</u>	<u>Incl. in Blanket</u>	<u>Inflation Guard</u>
<input type="checkbox"/>	10	1	▼	\$23,397	RC	N/A	Yes	4%	Included	RC	N/A	Yes	4%
<input type="checkbox"/>	11	1	▼	\$29,247	RC	N/A	Yes	4%	Included	RC	N/A	Yes	4%
<input type="checkbox"/>	12	1	▼	\$40,945	RC	N/A	Yes	4%	Included	RC	N/A	Yes	4%
<input type="checkbox"/>	13	1	▼	\$29,247	RC	N/A	Yes	4%	Included	RC	N/A	Yes	4%
<input type="checkbox"/>	14	1	1	Not Covered	▼	▼	▼		\$11,699	RC	N/A	Yes	4%
Add			▼		▼	▼	▼			▼	▼	▼	
Add			▼		▼	▼	▼			▼	▼	▼	
Add			▼		▼	▼	▼			▼	▼	▼	

CONSTRUCTION CODES					
1	Frame	4	Masonry Non-combustible	7	Concrete
2	Joisted Masonry	5	Modified Fire Resistive	8	Steel
3	Non-combustible	6	Fire Resistive	9	Reinforced Masonry

Schedule of Property Blanket Limits

<u>Premises</u>	<u>Blanket Limit of Coverage</u>
All	\$1,373,710

Coverages C and D: Schedule of Limits

No Changes

Loss of Income	Loss sustained up to:	\$250,000	per occurrence
Extra Expense	Loss sustained up to:	\$250,000	per occurrence

Property Coverage Extensions Limits

No Changes

<u>Extension</u>	<u>Limit of Coverage</u>
Accounts Receivable:	\$500,000
Fine Arts (without certified appraisal):	\$25,000 (subject to \$1,500 per item)
Fine Arts (with certified appraisal):	\$50,000
In Transit or Off Premises:	\$100,000
Valuable Papers & Records:	\$500,000
Outdoor Property:	\$150,000
Trees, Shrubs, Plants and Lawns:	\$25,000
Software:	\$500,000

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

Flood

Flood coverage is not currently provided at any premises. If coverage is desired, please provide details. Note: Flood coverage cannot be provided for any location determined to be in a 100 year flood zone or is eligible for the National Flood Insurance Program.

Earthquake

Earthquake coverage is not currently provided at any premises. If coverage is desired, please provide details. Note: Earthquake coverage is subject to Underwriting guidelines.

Property Additional Interests

Please indicate any additions, changes or deletions in the Property Comments section below.

<u>Premises/Item</u>	<u>Type</u>	<u>Name/Address</u>	<u>Description</u>
----------------------	-------------	---------------------	--------------------

Property Comments

Please indicate any other additions, changes or deletions as applicable.

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

CRIME

Based upon your current Crime coverage information, please provide updated information.
Attach supporting information where appropriate.

Government Crime

No Changes

<u>Coverage Agreement</u>	<u>Limits of Coverage</u>	<u>Deductible Amount</u>
Employee Theft	\$100,000 per Employee	\$1,000 per Employee
Includes Faithful Performance:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Forgery or Alteration	\$100,000 per Occurrence	\$1,000 per Occurrence
Inside the Premises – Theft of Money & Securities	\$100,000 per Occurrence	\$1,000 per Occurrence
Inside the Premises – Robbery/Safe Burglary	\$100,000 per Occurrence	\$1,000 per Occurrence
Outside the Premises	\$100,000 per Occurrence	\$1,000 per Occurrence
Computer and Funds Transfer Fraud	\$100,000 per Occurrence	\$1,000 per Occurrence
Money Orders	\$100,000 per Occurrence	\$1,000 per Occurrence
Fraudulent Impersonation	\$100,000 per Occurrence	\$1,000 per Occurrence

Requested Limit Option change: _____ (See chart below. Limits are restricted to the options shown.)

Limits Option	Employee Theft	Forgery or Alteration	Inside the Premises		Outside the Premises	Computer and Funds Transfer Fraud	Money Orders	Fraudulent Impersonation
			Theft of Money & Securities	Robbery/Safe Burglary				
1	\$10,000	\$10,000	\$10,000	\$5,000	\$10,000	\$20,000	\$10,000	\$10,000
2	\$25,000	\$25,000	\$25,000	\$5,000	\$25,000	\$20,000	\$10,000	\$10,000
3	\$50,000	\$50,000	\$50,000	\$5,000	\$50,000	\$50,000	\$25,000	\$25,000
4	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
5	\$250,000	\$250,000	\$250,000	\$100,000	\$250,000	\$250,000	\$250,000	\$250,000
6	\$500,000	\$250,000	\$250,000	\$100,000	\$250,000	\$250,000	\$250,000	\$250,000
7	\$1,000,000	\$500,000	\$250,000	\$100,000	\$250,000	\$500,000	\$250,000	\$250,000
8	\$1,500,000	\$500,000	\$250,000	\$100,000	\$250,000	\$500,000	\$250,000	\$250,000
9	\$2,000,000	\$500,000	\$250,000	\$100,000	\$250,000	\$500,000	\$250,000	\$250,000

Requested Deductible change: _____ (Deductibles above \$1,000 are only available with Limits Options 5, 6, 7, 8 and 9.)

- \$250 \$1,000 \$5,000 \$15,000
 \$500 \$2,500 \$10,000 \$25,000

Number of Ratable Employees: _____ 11 _____

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

Crime Comments

Please indicate any other additions, changes or deletions as applicable.

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

INLAND MARINE

Coverage

Coverage A – Blanket Tools and Equipment:

Limit
\$25,000 *

Deductible
\$1,000

Coverage B – Scheduled Equipment:

see schedule below

see schedule below

* subject to a per item limit of \$10,000

Coverage B – Scheduled Equipment

No Changes

<u>Delete</u>	<u>Description</u>	<u>Serial Number</u>	<u>Limit</u>	<u>Deductible</u>	<u>Valuation</u>
<input type="checkbox"/>	JD BACKHOE 110 TLB	1199	\$40,263	\$1,000	RC
<input type="checkbox"/>	KUBOTA EXCAVATOR KX121-3		\$25,000	\$1,000	RC
Expiring Total:			\$65,263		
Add				<input type="checkbox"/>	<input type="checkbox"/>
Add				<input type="checkbox"/>	<input type="checkbox"/>
Add				<input type="checkbox"/>	<input type="checkbox"/>

Rented or Borrowed Equipment Extension Limit: \$250,000

Watercraft Extension Limit: \$25,000

Unmanned Aircraft Systems (Drones)

Does your organization own or operate drones?

Yes No

Unless previously provided, please complete the schedule below.

<u>Model</u>	<u>Serial Number</u>	<u>Weight (lbs/oz.)</u>	<u>Value of Drone</u>	<u>Value of Attached Equipment</u>
Add				
Add				
Add				

Are all operations being conducted in accordance with FAA rules?

Yes No

How many personnel are authorized to operate the drones? _____

How many hours of training are required prior to personnel being authorized to operate the drones? _____

Does your organization loan, rent or lease the drones to others?

Yes No

If yes, a. Describe to whom: _____

b. Will you loan, rent or lease: with your authorized operator without your operator

Based upon your current Inland Marine coverage information, please provide updated information. Attach supporting information where appropriate.

Inland Marine Additional Interests

Please indicate any additions, changes or deletions in the Inland Marine Comments section below.

<u>Type</u>	<u>Name/Address</u>	<u>Description</u>
-------------	---------------------	--------------------

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

Inland Marine Comments

Please indicate any other additions, changes or deletions as applicable.

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

AUTO

<u>Coverage</u>	<u>Symbol</u>	<u>Limits</u>
Combined Single Limit for Bodily Injury & Property Damage (each accident):	1	\$1,000,000
Auto Medical Payments:	7	\$10,000
Uninsured Motorists:	2	\$1,000,000
Underinsured Motorists:	2	\$1,000,000
Physical Damage Comprehensive:	7,8	see schedule below
Physical Damage Collision:	7,8	see schedule below

Based upon your current Auto Liability and Auto Physical Damage coverage information, please provide updated information. Attach supporting information where appropriate.

Schedule of Vehicles

No Changes

<u>Delete</u>	<u>Vehicle No.</u>	<u>Year / Make / Model</u>	<u>VIN</u>	<u>ACV</u>	<u>RC</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
<input type="checkbox"/>	1	1997 / DODGE / 3500	3B7MFTTD9VM502607	X		\$100	\$500	
<input type="checkbox"/>	2	2019 / FORD / F250	1FDBF2B6XKEE26008	X		\$100	\$500	
<input type="checkbox"/>	3	2019 / FORD / F350	1FD8W3BT0KEE26010	X		\$100	\$500	
<input type="checkbox"/>	4	2019 / INTERSTATE / TRAILER	4RAVS1013KN108386	X		\$100	\$500	
<input type="checkbox"/>	5	2019 / CARRYON / TRAILER	4YMBD1424KR003381	X		\$100	\$500	
<input type="checkbox"/>	6	2009 / TNJIN / TRAILER	LECP22B09T000266			LIAB	ONLY	
<input type="checkbox"/>		HIRED CAR PHYSICAL DAMAGE		X		\$50	\$100	
Add						<input type="checkbox"/>	<input type="checkbox"/>	
Add						<input type="checkbox"/>	<input type="checkbox"/>	
Add						<input type="checkbox"/>	<input type="checkbox"/>	
Add						<input type="checkbox"/>	<input type="checkbox"/>	
Add						<input type="checkbox"/>	<input type="checkbox"/>	

Auto Additional Interests

Please indicate any additions, changes or deletions in the Auto Comments section below.

<u>Vehicle No.</u>	<u>Type</u>	<u>Name/Address</u>
2	Loss Payee	UMPQUA BANK, RENO-NORTHWEST
3		1680 ROBB DRIVE RENO, NV 89523

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

Auto Comments

Please indicate any other additions, changes or deletions as applicable.

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

GENERAL LIABILITY

	<u>Limits of Coverage</u>
Each Occurrence:	\$1,000,000
Damage to Premises Rented to You:	\$1,000,000
Medical Expense:	\$10,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$10,000,000
Products – Completed Operations Aggregate:	\$10,000,000
Deductible:	\$0

Based upon your current General Liability coverage information, please provide updated information. Attach supporting information where appropriate.

Are there any new Dam, Reservoir, or Levee structures? Yes No
If yes, complete the Dam, Reservoir or Levee Section of the New Business Application shown on our website.

Are there any new operations? Yes No
If yes, identify details:

Are there any discontinued operations? Yes No
If yes, identify details:

Are there any changes in Independent Contractors? Yes No
If yes, identify details:

Are there any changes in Purchased Services? Yes No
If yes, identify details:

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

Schedule of Exposures

No Changes

Note: Payroll includes remuneration paid to direct employees (except clerical office and executive officers), 100% of contract cost for leased employees, and 33% of total contracts costs (less capital costs) when direct employee remuneration is not known. Ditch miles include total miles of canals and laterals owned.

<u>Class</u>	<u>Basis</u>	<u>Exposure</u> (enter value or indicate not applicable)
Gas, Electric or Water Utility Operations	Payroll	\$ 100,000 <input type="checkbox"/> N/A
Irrigation Operations	Payroll	\$ _____ <input type="checkbox"/> N/A
Wastewater Operations	Payroll	\$ 93,000 <input type="checkbox"/> N/A
Cemetery Operations	Per Interment	_____ <input type="checkbox"/> N/A
All Other Special District Operations	Payroll	\$ _____ <input type="checkbox"/> N/A
Streets and Roads – existence hazard	Miles	_____ <input type="checkbox"/> N/A
Laboratory – Testing or Consulting	Receipts	\$ _____ <input type="checkbox"/> N/A
Day Care	Average Daily Attendance	_____ <input type="checkbox"/> N/A
Waterslides	Number	_____ <input type="checkbox"/> N/A
Grandstands, Bleachers w/ seating capacity above 5,000	Number	_____ <input type="checkbox"/> N/A
Utility Construction or Repair	Payroll	\$ _____ <input type="checkbox"/> N/A
Irrigation Ditches – existence hazard	Miles	_____ <input type="checkbox"/> N/A
Wastewater Treatment Plant Connector Lines – existence hazard	Miles	_____ <input type="checkbox"/> N/A
Boat Docks or Marina	Receipts	\$ _____ <input type="checkbox"/> N/A
Campgrounds	Receipts	\$ _____ <input type="checkbox"/> N/A
Dwellings	Number	_____ <input type="checkbox"/> N/A
Fee-based Recreation	Receipts	\$ _____ <input type="checkbox"/> N/A
Golf Course	Number of Annual Rounds	_____ <input type="checkbox"/> N/A
Meeting, Convention or Rental Halls	Per Day	_____ <input type="checkbox"/> N/A
Swimming Area, Outdoor Pool, Beach or River (Seasonal)	Number	1 <input type="checkbox"/> N/A
Swimming Pool – indoor facility	Number	_____ <input type="checkbox"/> N/A
Skateboard Parks	Number	_____ <input type="checkbox"/> N/A

Dam, Reservoir or Levee

No Changes

Dam or Reservoir – existence hazard Number 1 N/A

The following dams, reservoirs or levees have structural failure or collapse coverage:

<u>Delete</u>	<u>NPDP ID</u>	<u>Dam, Reservoir or Levee Name</u>
<input type="checkbox"/>	CA00530	BIDWELL LAKE

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

Add

Add

Add

General Liability Additional Interests

Please indicate any additions, changes or deletions in the General Liability Comments section below. If you are adding an Additional Interest, please indicate if there is a written contract.

<u>Type</u>	<u>Name/Address</u>	<u>Description</u>
-------------	---------------------	--------------------

General Liability Comments

Please indicate any other additions, changes or deletions as applicable.

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

PUBLIC OFFICIALS & MANAGEMENT LIABILITY

Coverage Type: Occurrence

Limits of Coverage

Coverage A: \$1,000,000 Each Wrongful Act or Offense
Coverage A includes Employee Benefits Liability

Coverage B: \$5,000 Each Action

Aggregate Limit: \$10,000,000 Coverage A and B Combined

Coverage A Deductible: \$0

CYBER LIABILITY AND PRIVACY CRISIS MANAGEMENT EXPENSE

Coverage D – Cyber Liability

Each Event Limit: \$1,000,000 Each Electronic Information Security Event

Retroactive Date: 06/14/2017

Coverage E – Privacy Crisis Management Expense

Each Event Limit: \$50,000 Each Privacy Event

Retroactive Date: 06/14/2017

Deductible: \$0 Each Privacy Event

Coverage F – Cyber Extortion Expense

Each Event Limit: \$20,000 Each Cyber Extortion Threat

Deductible \$0 Each Cyber Extortion Threat

Coverage E – Privacy Crisis Management Expense and Coverage F – Cyber Extortion Expense

Aggregate Limit: \$50,000 Aggregate

Public Officials & Management Liability Additional Interests

Please indicate any additions, changes or deletions in the Public Official & Management Liability Comments section below.

Type

Name/Address

Description

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

Public Officials & Management Liability Comments

Please indicate any other additions, changes or deletions as applicable.

Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

EXCESS LIABILITY

Limits of Coverage

Each Occurrence: \$1,000,000
General Aggregate: \$1,000,000

- Unmanned aircraft (drones) \$1,000,000 sublimit applies and cannot be increased.

Based upon your current Excess Liability coverage information, please provide updated underlying information if applicable.

Attach supporting information where appropriate. If an optional quote is being requested, please request below.

Excess Liability Comments

Please indicate any other additions, changes or deletions as applicable.

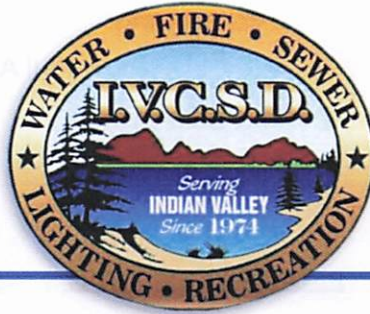
Renewal Questionnaire

Authority Member: INDIAN VALLEY COMMUNITY SERVICES DISTRICT
C58406

I agree the information contained in this Renewal Questionnaire is true and accurate to the best of my knowledge. If I have requested Blanket Coverage for Real and or Personal Property, I have a signed statement of values on file and will submit upon request.

Please sign and date below. By signing, you represent that the information contained in this Renewal Questionnaire is true and accurate to the best of your knowledge.

Signature: _____ Date: _____



Special Meeting of the Board of Directors
Thursday, March 4, 2021

Item #7a

PALL Summary Proposal

PROPOSAL SUMMARY

Date: February 22, 2021
 Company: Indian Valley Community
 Services District
 Quote No.: OPP1577868

Inquiry Date		Customer Reference No.		FCA	Quote Valid for
				Factory	60 days
PASS MM# or Item #	Part Number / Description	Quantity	Unit Price	Total Value	
N/A	Four-week laptop rental – setup included	1	\$3,300.00	\$3,300.00	
TOTAL				\$3,300.00	

Terms of Sale: Net 30 Days. Shipment is made via 3rd party billing (please provide an account number), or origin collect. Please include Palls' shipping terms on your purchase order.
 Shipment Lead Time: 4-5 weeks ARO, subject to prior sale

Comments:

Pall's minimum order value is \$500.00. Exception to this will be taken only on a case by case basis. An order processing fee may apply to orders that are accepted, but do not meet the minimum order value. If the ordered quantity is different than the quoted quantity, the unit price is subject to change and will require confirmation from Pall Advanced Separations Systems prior to order acceptance.

Spare Parts Order acceptance and payment terms: Pall Advanced Separations Systems requires all Accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing and good shipment delays, please insure your account is up to date in advance of placing your order.

Please Address Your Order to: PALL ADVANCED SEPARATIONS SYSTEMS, Attn: Customer Service, E-mail to Pall_Technology_CSC@pall.com

Respectfully Submitted,
PALL ADVANCED SEPARATIONS SYSTEMS
 Pall Technology Services

By: Jay Garcia
 Title: Key Account Manager

All sales made by Pall are subject to general conditions of sales set forth on the attached page.

Standard Terms and Conditions of Sale
Non-Systems – The Americas

1. Applicability: Entire Agreement:

- 1.1. These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods identified on Buyer's purchase order (the "**Goods**") by Seller to Buyer. By placing a purchase order, Buyer makes an offer to purchase the Goods pursuant to these Terms, including (a) a list of the Goods to be purchased; (b) the quantity of each of the Goods ordered; (c) the requested delivery date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the delivery location (the "**Basic Purchase Order Terms**"), and on no other terms.
- 1.2. The accompanying quotation, proposal, confirmation of sale, invoice, order acknowledgment or similar document delivered by Seller to Buyer (the "**Sales Confirmation**"), the Basic Purchase Order Terms and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
- 1.3. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Non-delivery:

- 2.1 The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's Shipment Point (as defined in **Section 4**) is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
- 2.2 Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 10 days of the date when the Goods would in the ordinary course of events have been received.
- 2.3 Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

3. Delivery:

- 3.1 The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's Sales Confirmation or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller shall not be liable for any delays, loss or damage in transit or for any other direct, indirect, or consequential damages due to delays, including without limitation, loss of use.
- 3.2 Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Goods to Buyer and ship the Goods as they become available, in advance of the quoted delivery date. If the Goods are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable.
- 3.3 Seller shall make the Goods available to Buyer at Seller's factory or designated shipment point (each, "**Seller's Shipment Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 5 days of Seller's written notice that the Goods have been delivered to the Seller's Shipment Point.
- 3.4 If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Seller's Shipment Point, or if Seller is unable to deliver the Goods at the Seller's Shipment Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) title and risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. **Shipping Terms:** Unless otherwise mutually agreed to in writing by the parties, delivery shall be FCA (Seller's Shipment Point) INCOTERMS 2010. At Buyer's request, Seller will, at Buyer's risk and expense, arrange for the delivery of the Goods to Buyer's site/facility and Buyer will pay, or reimburse Seller, for all freight charges, taxes, duties, entry fees, brokers' fees, special, miscellaneous and all other ancillary charges and special packaging charges incurred.

5. **Title and Risk of Loss:** Title and risk of loss passes to Buyer upon the earlier of (i) delivery of the Goods at the Seller's Shipment Point or (ii) deemed delivery pursuant to clause 3.4 above. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

6. Inspection and Rejection of Nonconforming Goods:

- 6.1 Buyer shall inspect the Goods within 10 days of receipt (the "**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. Such notification shall identify each and every alleged nonconformity of the Goods and describe that portion of the shipment being rejected. Seller shall then respond with instructions as to the disposition of the Goods.
- 6.2 If Buyer timely notifies Seller of any nonconforming Goods, Seller shall, in its sole discretion, (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to Seller's Shipment Point. If Seller exercises its option to replace nonconforming Goods, Seller shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Seller's Shipment Point.
- 6.3 Buyer acknowledges and agrees that the remedies set forth in **Section 6.2** are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under **Section 6.2**, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
- 6.4 If Seller delivers to Buyer a quantity of Goods of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

7. **Services:** Seller will provide such services as are expressly described in the Sales Confirmation (collectively, the "**Services**"), during normal business hours, unless otherwise specified in the Sales Confirmation. Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Seller's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in the Sales Confirmation.

8. **Purchase Price:** The price for the Goods and/or Services thereof shall be Seller's quoted price. Seller may also at any time assess a fuel or energy surcharge (in addition to the price of the Goods) (the "**Purchase Price**"). The Purchase Price is based on the project schedule defined in this Agreement, Sales Confirmation or applicable contract documents. Notwithstanding anything to the contrary set out herein, in the event of any delay to Seller's delivery schedule caused by Buyer or its representatives (other than for Force Majeure or delays caused by Seller), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased Purchase Price.

9. **Taxes:** The Purchase Price is exclusive of any applicable federal, state or local sales, use, excise or other similar taxes, including, without limitation, value added tax, goods and services tax or other similar tax imposed by any governmental authority on any amounts payable by Buyer. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent, but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.

10. Payment:

- 10.1 Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder by EFT, wire transfer, or check and in US dollars. Payment for foreign billing shall be in accordance with Seller's written instructions.
- 10.2 Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend performance of any Purchase Order, or suspend the delivery of any Goods, if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following written notice thereof. Additionally Seller may require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
- 10.3 All sales are subject to the approval of Seller's credit department.
- 10.4 Buyer may not withhold or setoff any amounts that may be claimed by Buyer against any amounts that are due and payable to Seller by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty:

11.1 Limited Warranty for Goods. Seller warrants to Buyer that for a period of twelve months from the date of delivery of the Goods, including deemed delivery pursuant to clause 3.4 above (the "**Warranty Period**"), that the Goods manufactured by Seller, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Seller, will materially

conform to Seller's specifications for such Goods set forth in Seller's proposal, or, in the absence of such a proposal, such specifications for such Goods appearing in Seller's product catalogues and literature or in the Sales Confirmation, at the time of the order and will be free from material defects in material and workmanship (this "Limited Warranty"). Buyer shall notify Seller promptly in writing of any claims within the Warranty Period and provide Seller with an opportunity to inspect and test the Goods or service claimed to fail to meet this Limited Warranty. Buyer shall provide Seller with a copy of the original invoice for the product or service, and prepay all freight charges to return any Goods to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full particulars, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Seller shall, at its option and in its sole discretion, either: (a) accept return of the defective Goods and furnish replacement Goods; (b) furnish replacement parts for the defective Goods; (c) repair the defective Goods; or (d) accept return of the defective Goods and return payments made, or issue credits for, such defective Goods. If Seller determines that any warranty claim is not, in fact, covered by this Limited Warranty, Buyer shall pay Seller its then customary charges for any additionally required service or products.

11.2 Limited Warranty for Services. Seller further warrants that all Services performed hereunder, if any, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this "Limited Warranty for Services"); this Limited Warranty for Services shall survive for 30 days following Seller's completion of the Services (the "Service Warranty Period"). In the event of a warranty claim under this Limited Warranty for Services, Buyer shall inform Seller promptly in writing of the details of the claim within the Service Warranty Period. Seller's liability under any service warranty is limited (in Seller's sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the service. If Seller determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Buyer shall pay Seller its then customary charges for all services performed by Seller.

11.3 No Warranty as to Third Party Products. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11.1. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

11.4 Other Limits. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11.1 and 11.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Seller does not warrant against, and in no event shall Seller be liable for, damages or defects arising out of improper or abnormal use, misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer. In no event shall Seller be liable for any Goods repaired or altered by someone other than Seller other than pursuant to written authorization by Seller.

11.5 Exclusive Obligation. THIS WARRANTY IS EXCLUSIVE. THE LIMITED WARRANTY AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF SELLER WITH RESPECT TO THE DEFECTIVE GOODS AND SERVICES. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTIONS 11.1 AND 11.2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.1 AND 11.2.

11.6 Buyer Breach. In no event shall Buyer be entitled to claim under the above Limited Warranties if Buyer is in breach of its obligations, including but not limited to payment, hereunder.

12. Limitation of Liability:

12.1 IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, INCLUDING WITHOUT LIMITATION, REMANUFACTURING COSTS AND REWORK COSTS, DE-INSTALLATION OR RE-INSTALLATION COST, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (TORT, CONTRACT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND WHATEVER THE FORUM, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE OR NON-USE OF ANY OF ITS GOODS OR SERVICES OR ANY OTHER CAUSE WHATSOEVER.

12.2 IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER

12.3 The limitation of liability set forth in Section 12.2 above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. **Cancellation:** Buyer may not cancel this Agreement after Sales Confirmation unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.
14. **Termination:** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 10 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
15. **Changes:** Seller shall not be obligated to implement any changes or variations in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.
16. **Intellectual Property Infringement:** Buyer has no authorization to make any representation, statement or warranty on behalf of Seller relating to any Goods sold hereunder. Buyer shall indemnify and defend, at its own expense, Seller against claims or liability for U.S. or applicable foreign patent, copyright, trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of the Goods according to Buyer's specifications or instructions, or from Buyer's unauthorized or improper use of the Goods or part thereof, or from any changes or alterations to the Goods or part thereof made by persons other than Seller, or from the use of the Goods in combination with products not furnished by Seller or from the manufacture or sale or use of Buyer products which incorporate or integrate the Goods.
17. **Ownership of Materials:** All ideas, concepts, whether patentable or not, devices, inventions, copyrights, improvements or discoveries, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information that are: a) created, prepared, reduced to practice or disclosed by Seller; and/or b) based upon, derived from, or utilize the Confidential Information of Seller, and all related intellectual property rights, shall at all times remain Seller's property. No right, title or interest in any patents, trademarks, trade names or trade secrets, or in any pattern, drawing or design for any of the Goods or in any other Seller intellectual property right, shall pass or transfer to the Buyer and Seller shall at all times retain ownership rights therein. Notwithstanding the foregoing, Seller grants Buyer a non-exclusive, non-transferable license to use any such material to the extent necessary and solely for Buyer's use of the Goods purchased by Buyer from Seller hereunder. Buyer shall not disclose any such material to third parties without Seller's prior written consent. As a condition to Seller's delivery to Buyer of the Goods, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the Goods, (ii) disassemble, decompile or otherwise reverse engineer or analyze the Goods, (iii) remove any product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Seller's rights in the technology and intellectual property relating to the Goods, (vi) assist or ask others to do any of the foregoing.
18. **Export:** As a condition to Seller's delivery to Buyer of the Goods, Buyer agrees, with respect to the exportation or resale of the Goods by Buyer, to comply with all requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), regulations issued thereunder and any subsequent amendments thereto, and all other national, including, but not limited to, European, government laws and regulations on export controls, including laws and regulations pertaining to export licenses, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities. Buyer further agrees that the shipment and/or delivery of the Goods by Seller is contingent upon Seller obtaining all required export authorizations, licenses, and permits (collectively, "Authorizations") and Buyer agrees that Seller shall not be liable to Buyer for any failure or delay in the shipment or delivery of the Goods if such Authorizations are delayed, conditioned, denied or not issued by the regulatory or governmental agencies having jurisdiction over such Authorizations.
19. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement (the "Confidentiality Agreement"), the terms and conditions of the Confidentiality Agreement shall take precedence over the terms of this paragraph.
20. **No Waiver:** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. Seller's failure to exercise, or to delay in exercising, any right, remedy, power or privilege arising from this Agreement, or to insist on Buyer's strict performance of these Terms shall not operate as or be construed as a waiver by Seller.
21. **Force Majeure:** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.
22. **No Third-Party Beneficiaries:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
23. **Relationship of the Parties:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. **Validity:** If any provision of this Agreement, the Sales Confirmation or these Terms is held by any competent authority to be invalid or unenforceable in whole or in any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision nor the other provisions, which shall not be affected.

25. **Governing Law:** This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

The parties expressly exclude the application of the United Nations Conventions on Contracts for the International Sale of Goods, and further exclude the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, C.13, and the International Sale of Goods Act, R.S.O. 1990, C.I. 10, as amended.

26. **Submission to Jurisdiction:** Buyer and Seller hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to this Agreement and the purchase and supply of the Goods. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.

27. **No Jury Trial:** BUYER AND SELLER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

28. **Survival:** All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

29. **Amendment and Modification:** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

Pall Proposal No.: OPP1525343

Date: October 27, 2020

Don Silva
Indian Valley Community Services District

Re: Windows 10 SCADA PC Upgrade

As a follow up to your discussion with Pall, we are pleased to offer a proposal for technical parts and services:

Scope of Services

Pall Water proposes to upgrade the existing desktop SCADA PC by replacing it with a new, 64-bit PC fully configured to operate as the plant SCADA system, operating on Microsoft Windows 10. The SCADA programming will be converted from RSView to FactoryTalk View SE as part of this upgrade. A new 22" wide-screen monitor is included. Installation is by others.

***Please note that the current SCADA software used at the customer's site, Rockwell Software RSView, will only operate on the 32-bit version of Microsoft Windows 7. Microsoft will end support of Windows 7 in January 2020. Since the RSView software will not function on 64-bit operating systems or Windows 10, Pall Water is urging customers to upgrade their RSView software to Rockwell Software FactoryTalk SE. This allows an easier upgrade path while maintaining security in their SCADA systems. An upgrade to FactoryTalk SE operating on 64-bit Windows 10 is included in this proposal. ***

As part of this proposal, Pall Water will provide the following services:

- Provision and installation of two new licenses of FactoryTalk SE SCADA software and associated utilities, add-ons and extensions. This computer will be provided with FactoryTalk SE with View capabilities as well, allowing full operation and monitoring of the SCADA system. FactoryTalk is an updated SCADA software that operates on modern 64-bit computers and operating systems.
- Re-creation of existing screens in FactoryTalk SE format, based on the existing RSView screens
- Installation and set up of Microsoft Office
- Set up and configuration of Pall Water's data reporting spreadsheets, based on previous computer's installation
- Set up and configuration of WIN-911 software, including new Granstream voice-modem
- Installation and set up of McAfee anti-virus software.
- Installation and configuration of a second network interface card (NIC) to facilitate communication with both the control system and internet connectivity
- Simulation & testing of the PC's operation before shipment to site

Pall will send the PC to the customer as a "plug-and-play" installation. No site visit by a Pall Field Service Engineer is provided. The customer will install the computer upon its return to the customer's site. The customer will then be required to contact Pall to log into the computer remotely to make any final modifications. Pall will provide remote telephone support to guide the customer through the installation process as needed.

All software licenses for the software listed above, with the exception of RSLinx Single Noce and FactoryTalk SE, will be moved from the old computer to the new one, unless otherwise noted. New licenses of RSLinx Single Node and FactoryTalk SE will be provided by Pall. As necessary, Pall will work with the customer to obtain the most current copies of SCADA screens and other site-specific programming for installation on the new PC. Customer must verify current software license numbers of all Rockwell Software (RSView, RSLinx). Installation of any software not originally provided by Pall, as listed above, is not included and must be completed by others.

Schedule - Usually, customers receive upgraded PC's within 5 weeks after PO acknowledgement. Pall anticipates the project progressing as follows:

- Week 1 after receipt of customer PO: Purchase computer, monitor, SCADA, MSOffice and anti-virus software.
- Week 2: Receive software.
 - Obtain copies of current programming from existing computer
- Week 3: Begin conversion of RSView screens to FactoryTalk
- Week 4: Complete conversion of RSView SCADA files to FactoryTalk
 - Install 2nd network interface card (NIC)
 - Install anti-virus software
 - Install data reporting ("Daily Report")
 - Install WIN-911 software and configure Grandstream modem
 - Complete Factory Acceptance Testing of new computer and simulation testing of new FactoryTalk SCADA Package and ship computer to site
- Week 5: Customer receives computer and installs, contactings Pall Water for assistance as needed.

This schedule is provided for informational purposes only. Pall Water understands the urgency of this request and will work to complete this work as quickly as possible. Schedule may change during execution for unforeseen reasons.

Freight charges are not included.

Disclaimer: This proposal is based on information and conditions known at the time of quotation. Pall Water reserves the right to revise this proposal through change order(s) should conditions vary significantly from those known at the time of quotation and require additional work or materials.

PROPOSAL SUMMARY

Windows 10 SCADA PC \$ 30,357.16

Total amount for purchase order: \$ 30,357.16

Service Reports: If service reports are required by your site to comply with your company or state regulations, please indicate on your order that service report documents are required. Service reports detailing the visit and recommendations will then be provided.

Materials: This proposal covers parts and services.

Validity: This proposal is valid for 30 days.

Terms of Sale: Standard Terms and Conditions of Sale Non-Systems - The Americas

Terms of Service:

- Regular minimum service charge is for a 10-hour day. Maximum workday is 12 hours including travel time.

Service Order acceptance and payment terms: Pall Advanced Separations Systems requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing,

goods shipment or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be billed automatically upon completion of the service, and sign-off of the service report, and become payable within 30 business days of receipt of the invoice.

Changes: Pall shall not implement any changes in the scope of services described in Pall's proposal unless the Customer and Pall agree to the details of the change. Any resulting price, schedule or other contractual modifications, will require a verbal change called into Pall's Customer Service Department, with a follow up written confirmation. This includes any changes necessitated by a change in applicable law.

A Purchase Order or written authorization to accept the contract of work as described, along with a signed copy of the attached Customer authorization for service is required in advance of PASS providing the service defined in this proposal.

Please direct your purchase order to:

Pall Water
Pall System Services
P.O. Box 5630
839 State Route 13
Cortland, New York 13045-5630
Tel: 866-475-0115 / Fax: 607.758.4526
Email: Pall_Technology_csc@pall.com
Attn: Customer Service

Pall Systems Support

To obtain support for your Pall systems installation, our Customers can contact Pall via our toll free number at 866-475-0115 or by email to pall_technology_csc@pall.com. Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

Pall Customers have access to this 24/7 Service Hotline. Pall System Engineers are on full-time rotation to provide around-the-clock availability of live technical support. This service is charged at \$250 for support time for the first 30 minutes, during normal workday hours between 9:00-AM and 4:00-PM EST, excluding weekends and holidays.

If your system is out of warranty or does not have a 24/7 service support contract, there will be a charge when technical support is to be provided for intervals longer than 30 minutes, or after-hours technical support to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on a minimum 1-hour charge at Pall's off-site hourly service rate. You will be asked to provide

your credit card number or service contract purchase order number that will be billed at Pall's Off-Site Service Rates, with a minimum 1-hour charge. If the problem cannot be resolved over the telephone, the Customer can request a Pall System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

Please feel free to call me at your convenience with any questions or comments. We look forward to providing you with field services to assist you with system operation, and await your purchase order.

Sincerely,

Jay Garcia
Key Account Manager Phone: 516.301.6332
E-mail: jay_garcia@pall.com

Customer Authorization for Service

I am an authorized representative of the customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the customer. I authorize Pall Corporation to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company: _____

Print Name	Title/Position
------------	----------------

Signature	Date
-----------	------

Purchase Order No. or Reference for Billing: _____

Circle Service Visit Frequency: Annual Semi-Annual Quarterly Single Emergency

Requested Date(s) to Schedule Service Visit(s): _____
(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Pall.)

Pall Proposal No.: _____

Effective Date and Duration: This Agreement will be effective as of the date signed below, and will remain in effect:

- until on site service work has been completed by Pall,
- or until 30 days after receipt of notice of termination by either party.

Customer Billing Address: _____

Customer Comments: _____

Standard Terms and Conditions of Sale
Non-Systems – The Americas

1. Applicability: Entire Agreement:

- 1.1. These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods identified on Buyer's purchase order (the "Goods") by Seller to Buyer. By placing a purchase order, Buyer makes an offer to purchase the Goods pursuant to these Terms, including (a) a list of the Goods to be purchased; (b) the quantity of each of the Goods ordered; (c) the requested delivery date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the delivery location (the "Basic Purchase Order Terms"), and on no other terms.
- 1.2. The accompanying quotation, proposal, confirmation of sale, invoice, order acknowledgment or similar document delivered by Seller to Buyer (the "Sales Confirmation"), the Basic Purchase Order Terms and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
- 1.3. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Non-delivery:

- 2.1 The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's Shipment Point (as defined in Section 4) is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
- 2.2 Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 10 days of the date when the Goods would in the ordinary course of events have been received.
- 2.3 Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

3. Delivery:

- 3.1 The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's Sales Confirmation or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller shall not be liable for any delays, loss or damage in transit or for any other direct, indirect, or consequential damages due to delays, including without limitation, loss of use.
- 3.2 Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Goods to Buyer and ship the Goods as they become available, in advance of the quoted delivery date. If the Goods are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable.
- 3.3 Seller shall make the Goods available to Buyer at Seller's factory or designated shipment point (each, "Seller's Shipment Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 5 days of Seller's written notice that the Goods have been delivered to the Seller's Shipment Point.
- 3.4 If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Seller's Shipment Point, or if Seller is unable to deliver the Goods at the Seller's Shipment Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) title and risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. Shipping Terms: Unless otherwise mutually agreed to in writing by the parties, delivery shall be FCA (Seller's Shipment Point) INCOTERMS 2010. At Buyer's request, Seller will, at Buyer's risk and expense, arrange for the delivery of the Goods to Buyer's site/facility and Buyer will pay, or reimburse Seller, for all freight charges, taxes, duties, entry fees, brokers' fees, special, miscellaneous and all other ancillary charges and special packaging charges incurred.

5. Title and Risk of Loss: Title and risk of loss passes to Buyer upon the earlier of (i) delivery of the Goods at the Seller's Shipment Point or (ii) deemed delivery pursuant to clause 3.4 above. As collateral security for the payment of the purchase price of the Goods, Buyer

hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

6. Inspection and Rejection of Nonconforming Goods:

- 6.1 Buyer shall inspect the Goods within 10 days of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. Such notification shall identify each and every alleged nonconformity of the Goods and describe that portion of the shipment being rejected. Seller shall then respond with instructions as to the disposition of the Goods.
- 6.2 If Buyer timely notifies Seller of any nonconforming Goods, Seller shall, in its sole discretion, (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to Seller's Shipment Point. If Seller exercises its option to replace nonconforming Goods, Seller shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Seller's Shipment Point.
- 6.3 Buyer acknowledges and agrees that the remedies set forth in Section 6.2 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6.2, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
- 6.4 If Seller delivers to Buyer a quantity of Goods of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

7. Services: Seller will provide such services as are expressly described in the Sales Confirmation (collectively, the "Services"), during normal business hours, unless otherwise specified in the Sales Confirmation. Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Seller's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in the Sales Confirmation.

8. Purchase Price: The price for the Goods and/or Services thereof shall be Seller's quoted price. Seller may also at any time assess a fuel or energy surcharge (in addition to the price of the Goods) (the "Purchase Price"). The Purchase Price is based on the project schedule defined in this Agreement, Sales Confirmation or applicable contract documents. Notwithstanding anything to the contrary set out herein, in the event of any delay to Seller's delivery schedule caused by Buyer or its representatives (other than for Force Majeure or delays caused by Seller), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased Purchase Price.

9. Taxes: The Purchase Price is exclusive of any applicable federal, state or local sales, use, excise or other similar taxes, including, without limitation, value added tax, goods and services tax or other similar tax imposed by any governmental authority on any amounts payable by Buyer. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent, but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.

10. Payment:

- 10.1 Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder by EFT, wire transfer, or check and in US dollars. Payment for foreign billing shall be in accordance with Seller's written instructions.
- 10.2 Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend performance of any Purchase Order, or suspend the delivery of any Goods, if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following written notice thereof. Additionally Seller may require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
- 10.3 All sales are subject to the approval of Seller's credit department.

10.4 Buyer may not withhold or setoff any amounts that may be claimed by Buyer against any amounts that are due and payable to Seller by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty:

11.1 Limited Warranty for Goods. Seller warrants to Buyer that for a period of twelve months from the date of delivery of the Goods, including deemed delivery pursuant to clause 3.4 above (the "Warranty Period"), that the Goods manufactured by Seller, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Seller, will materially conform to Seller's specifications for such Goods set forth in Seller's proposal, or, in the absence of such a proposal, such specifications for such Goods appearing in Seller's product catalogues and literature or in the Sales Confirmation, at the time of the order and will be free from material defects in material and workmanship (this "Limited Warranty"). Buyer shall notify Seller promptly in writing of any claims within the Warranty Period and provide Seller with an opportunity to inspect and test the Goods or service claimed to fail to meet this Limited Warranty. Buyer shall provide Seller with a copy of the original invoice for the product or service, and prepay all freight charges to return any Goods to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full particulars, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Seller shall, at its option and in its sole discretion, either: (a) accept return of the defective Goods and furnish replacement Goods; (b) furnish replacement parts for the defective Goods; (c) repair the defective Goods; or (d) accept return of the defective Goods and return payments made, or issue credits for, such defective Goods. If Seller determines that any warranty claim is not, in fact, covered by this Limited Warranty, Buyer shall pay Seller its then customary charges for any additionally required service or products.

11.2 Limited Warranty for Services. Seller further warrants that all Services performed hereunder, if any, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this "Limited Warranty for Services"); this Limited Warranty for Services shall survive for 30 days following Seller's completion of the Services (the "Service Warranty Period"). In the event of a warranty claim under this Limited Warranty for Services, Buyer shall inform Seller promptly in writing of the details of the claim within the Service Warranty Period. Seller's liability under any service warranty is limited (in Seller's sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the service. If Seller determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Buyer shall pay Seller its then customary charges for all services performed by Seller.

11.3 No Warranty as to Third Party Products. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11.1. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

11.4 Other Limits. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11.1 and 11.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Seller does not warrant against, and in no event shall Seller be liable for, damages or defects arising out of improper or abnormal use, misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer. In no event shall Seller be liable for any Goods repaired or altered by someone other than Seller other than pursuant to written authorization by Seller.

11.5 Exclusive Obligation. THIS WARRANTY IS EXCLUSIVE. THE LIMITED WARRANTY AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF SELLER WITH RESPECT TO THE DEFECTIVE GOODS AND SERVICES. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTIONS 11.1 AND 11.2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.1 AND 11.2.

11.6 Buyer Breach. In no event shall Buyer be entitled to claim under the above Limited Warranties if Buyer is in breach of its obligations, including but not limited to payment, hereunder.

12. Limitation of Liability:

12.1 IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, INCLUDING WITHOUT LIMITATION, REMANUFACTURING COSTS AND REWORK COSTS, DE-INSTALLATION OR RE-INSTALLATION COST, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (TORT, CONTRACT, OR

OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND WHATEVER THE FORUM, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE OR NON-USE OF ANY OF ITS GOODS OR SERVICES OR ANY OTHER CAUSE WHATSOEVER.

12.2 IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER

12.3 The limitation of liability set forth in Section 12.2 above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

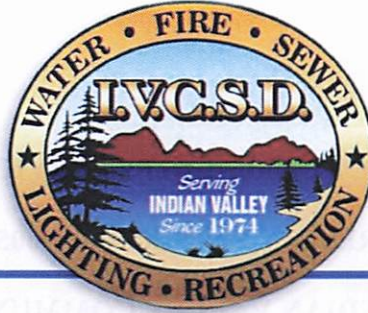
13. **Cancellation:** Buyer may not cancel this Agreement after Sales Confirmation unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.
14. **Termination:** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 10 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
15. **Changes:** Seller shall not be obligated to implement any changes or variations in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.
16. **Intellectual Property Infringement:** Buyer has no authorization to make any representation, statement or warranty on behalf of Seller relating to any Goods sold hereunder. Buyer shall indemnify and defend, at its own expense, Seller against claims or liability for U.S. or applicable foreign patent, copyright, trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of the Goods according to Buyer's specifications or instructions, or from Buyer's unauthorized or improper use of the Goods or part thereof, or from any changes or alterations to the Goods or part thereof made by persons other than Seller, or from the use of the Goods in combination with products not furnished by Seller or from the manufacture or sale or use of Buyer products which incorporate or integrate the Goods.
17. **Ownership of Materials:** All ideas, concepts, whether patentable or not, devices, inventions, copyrights, improvements or discoveries, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information that are: a) created, prepared, reduced to practice or disclosed by Seller; and/or b) based upon, derived from, or utilize the Confidential Information of Seller, and all related intellectual property rights, shall at all times remain Seller's property. No right, title or interest in any patents, trademarks, trade names or trade secrets, or in any pattern, drawing or design for any of the Goods or in any other Seller intellectual property right, shall pass or transfer to the Buyer and Seller shall at all times retain ownership rights therein. Notwithstanding the foregoing, Seller grants Buyer a non-exclusive, non-transferable license to use any such material to the extent necessary and solely for Buyer's use of the Goods purchased by Buyer from Seller hereunder. Buyer shall not disclose any such material to third parties without Seller's prior written consent. As a condition to Seller's delivery to Buyer of the Goods, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the Goods, (ii) disassemble, decompile or otherwise reverse engineer or analyze the Goods, (iii) remove any product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Seller's rights in the technology and intellectual property relating to the Goods, (vi) assist or ask others to do any of the foregoing.
18. **Export:** As a condition to Seller's delivery to Buyer of the Goods, Buyer agrees, with respect to the exportation or resale of the Goods by Buyer, to comply with all requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), regulations issued thereunder and any subsequent amendments thereto, and all other national, including, but not limited to, European, government laws and regulations on export controls, including laws and regulations pertaining to export licenses, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities. Buyer further agrees that the shipment and/or delivery of the Goods by Seller is contingent upon Seller obtaining all required export authorizations, licenses, and permits (collectively, "Authorizations") and Buyer agrees that Seller shall not be liable to Buyer for any failure or delay in the shipment or delivery of the Goods if such Authorizations are delayed, conditioned, denied or not issued by the regulatory or governmental agencies having jurisdiction over such Authorizations.
19. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement (the "Confidentiality Agreement"), the terms and conditions of the Confidentiality Agreement shall take precedence over the terms of this paragraph.
20. **No Waiver:** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. Seller's failure to exercise, or to delay in exercising, any right, remedy, power or privilege arising from this Agreement, or to insist on Buyer's strict performance of these Terms shall not operate as or be construed as a waiver by Seller.
21. **Force Majeure:** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war

conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.

22. **No Third-Party Beneficiaries:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
23. **Relationship of the Parties:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **Validity:** If any provision of this Agreement, the Sales Confirmation or these Terms is held by any competent authority to be invalid or unenforceable in whole or in any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision nor the other provisions, which shall not be affected.
25. **Governing Law:** This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

The parties expressly exclude the application of the United Nations Conventions on Contracts for the International Sale of Goods, and further exclude the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, C.13, and the International Sale of Goods Act, R.S.O. 1990, C.I. 10, as amended.

26. **Submission to Jurisdiction:** Buyer and Seller hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to this Agreement and the purchase and supply of the Goods. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.
27. **No Jury Trial:** **BUYER AND SELLER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**
28. **Survival:** All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.
29. **Amendment and Modification:** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.



Special Meeting of the Board of Directors

Thursday, March 4, 2021

Item #7b

Resolution

#2021-005

INDIAN VALLEY COMMUNITY SERVICES DISTRICT

RESOLUTION No. 2021-005

**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 THE
LOCAL PROJECT SPONSOR AGREEMENT, INCLUDING ADVANCED PAYMENT
AND REIMBURSEMENT REQUESTS, WITH PLUMAS COUNTY FOR THE
COMMUNITY/EMERGENCY WATER STORAGE TANK**

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 the Local Project Sponsorship Agreement, including advanced payment and reimbursement requests, with Plumas County for the Community/Emergency Water Storage Plant.

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 the Local Project Sponsorship Agreement, including advanced payment and reimbursement requests, with Plumas County for the Community/Emergency Water Storage Plant, 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 5, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Bob A. Orange, Chair
Board of Directors

ATTEST:

Jeff Titcomb
Board Clerk



Special Meeting of the Board of Directors

Thursday, March 4, 2021

Item #8b

Resolution

#2021-006

INDIAN VALLEY COMMUNITY SERVICES DISTRICT

RESOLUTION No. 2021-006

**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 CLOSING
PROJECT DR 4308 WITH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES
FOR THE WOLF CREEK SEWER LINE REPLACEMENT.**

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 closing project DR 4308 with the California Office of Emergency Services for the Wolf Creek Sewer Line Replacement.

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 closing project DR 4308 with the California Office of Emergency Services for the Wolf Creek Sewer Line Replacement 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 5, 2021 by the following vote:

AYES:

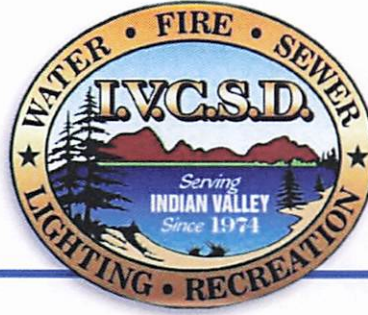
NOES:

ABSENT:

Bob A. Orange, Chair
Board of Directors

ATTEST:

Jeff Titcomb
Board Clerk



Special Meeting of the Board of Directors

Thursday, March 4, 2021

Item #9a

Taylorville Pool MOU

February 24, 2012

Dear Board Members of IVCSO,

I am writing today to address the Board about the Memorandum of Understanding (MOU) that IVRPD has with IVCSO regarding the Indian Valley Community Pool. The Pool Committee has read through the latest version of our MOU which expired September 15, 2020. We have also compared it with the previous MOU which expired September 30, 2016. I have included copies of both of these for your consideration.

I would like to start by giving you all a huge thank you for all you do to serve our community. Your volunteer work is greatly appreciated. The partnership that I have witnessed with our two organizations has been seamless and beneficial and I hope to continue this way moving forward.

There are a couple of wording changes that our Committee feels need to be addressed as we formulate our new MOU. It is our intention to create an agreement that is straight forward, fair, and clear to all involved what this joint cooperation entails.

Attached I have included a draft of what our Committee would like the MOU to state.

Thank you for your time and consideration.

Sincerely,

Laura Kearns, Volunteer Pool Manager, IVRPD Board Member
lauradhkearns@gmail.com
284-9980

Draft Language for Review - Created by Indian Valley Rec & Parks

MEMORANDUM OF UNDERSTANDING
INDIAN VALLEY COMMUNITY SERVICES DISTRICT
INDIAN VALLEY RECREATION AND PARK DISTRICT

JOINT POWERS AGREEMENT
FOR OPERATION, PROGRAMMING AND ADMINISTRATION OF THE INDIAN VALLEY COMMUNITY POOL IN
TAYLORSVILLE, INCLUDES LEASE AGREEMENT

Whereas, the agencies entering into this agreement are the Indian Valley Community Services District (herein after referred to as **IVCSD**), and the Indian Valley Recreation and Park District (herein after referred to as **IVRPD**) and their governing Boards find and determine that;

1. California Government Code Section 6500 et seq. (The joint exercise of powers act), authorizes California public agencies to enter an agreement to any power common to the contracting parties; and pursuant to section 65030, the purpose of this agreement is to establish by joint cooperation, financial and participation, a community pool (**Pool**) and programming of said Pool to be located in Taylorsville, CA.
2. The parties undertake this joint exercise of powers for the public purpose of providing recreation programming, management and administration for activities associated with the Indian Valley Community Pool (**Pool**).
3. The term of this agreement will be from the date of signing to **September 15, 2024**.

Now, therefore, it is agreed upon by and between the parties as follows:

- a. IVCSD owns the physical property that includes the Indian Valley Community Pool and Chuck Clay Memorial Park (**Park**) (APN 120-072-004-000) and is responsible for all repairs and maintenances of the facilities for the public safety and the efficient operation of the Pool and Park during the non-pool months (the day after Labor Day-Friday prior to June 15) of each year. IVCSD is responsible for all repairs and maintenances of the adjoining Chuck Clay Memorial Park, excluding the Pool, all year long. IVCSD will pay for and make every reasonable attempt to complete all repairs and maintenance of the facilities and have the Pool ready for operation prior to June 15 of each year. Prior to June 10, IVRPD will walk through the facility with IVCSD personnel and sign off regarding the readiness of the Pool. The IVCSD General Manager will approve all expenditures for the Park.
- b. IVRPD will take possession of the Pool on the Monday prior to June 15 each year and operate through Labor Day. In no case will the Pool operation be open more than 59 days during this time period.
- c. IVRPD is responsible for all programming, administration, repairs, and maintenance of all activities and facilities within the Pool during the 59 days of Pool operation. Any expenses incurred by IVCSD during this time for work approved by IVRPD will be billed back to IVRPD.

- d. All actual costs associated with the Pool programming and operations during the 59 days of operations, including lifeguard wages, laborer wages, utilities, chemicals, liability insurance, supplies, repairs and maintenance, will be funded by donation and revenue from user fees and other programming, and will be paid by IVRPD. A list of repairs will be kept by IVRPD and presented to IVCS D at the end of the 53rd day of operation. IVCS D will inspect such repairs to insure workmanship prior to taking back possession of the Pool. Any repairs found not to be satisfactory will be repaired by IVRPD to the satisfaction of IVCS D at the expense of IVRPD. IVRPD will not be billed a sewer fee.
- e. IVCS D will continue to provide all maintenance for the adjoining Chuck Clay Memorial Park.
- f. Either party may terminate this agreement in writing with a ninety-day (90) notice. Amendments may be executed with written consent of both parties.
- g. IVRPD will send to IVCS D each year a certificate of insurance naming IVCS D as an additional insured with a minimum coverage of \$1,000,000 in general liability coverage.

INDEMNIFICATION

IVRPD agrees to indemnify, defend and hold IVCS D harmless and free and clear from and against any liability, debt, obligation, claim, judgment, action, cause of action or cost or expense, of any amount and nature whatsoever incurred by or imposed upon IVCS D as a result of, related to or in any way in connection with the operation of the Pool between June 15 through Labor Day; provided, however, that this indemnity provision shall not apply to any negligent or other wrongful conduct of the IVCS D, or employee, agent, officer thereof.

Indian Valley Community Services District

Indian Valley Recreation Park District

Board Chair

Board Chair

Print Name

Print Name

Date

Date



Indian Valley Community Services District

"Providing services for our community health, well-being, and prosperity."

P.O. Box 899, 127 Crescent St. Greenville CA. 95947
Phone (530) 284-7224, Fax (530) 284-0894
indianvalleycsd.com Email: ivcsd@frontiernet.net

Board of Directors

Lee Anne Schramel
Sarah Holcomb
Philip Shannon
Robert Heard
Mina Admire

2016-2020

MEMORANDUM OF UNDERSTANDING INDIAN VALLEY COMMUNITY SERVICES DISTRICT INDIAN VALLEY RECREATION AND PARK DISTRICT

JOINT POWERS AGREEMENT

FOR OPERATION, PROGRAMMING AND ADMINISTRATION OF THE INDIAN VALLEY
COMMUNITY POOL IN TAYLORSVILLE, INCLUDES LEASE AGREEMENT

Whereas, the agencies entering into this agreement are the Indian Valley Community Services District (herein after referred to as **IVCSD**), and the Indian Valley Recreation and Park District (herein after referred to as **IVRPD**) and their governing Boards find and determine that;

1. California Government Code Section 6500 et seq. (The joint exercise of powers act), authorizes California public agencies to enter an agreement to any power common to the contracting parties; and pursuant to section 65030, the purpose of this agreement is to establish by joint cooperation, financial and participation, a community pool (**Pool**) and programming of said Pool to be located in Taylorsville, CA.
2. The parties undertake this joint exercise of powers for the public purpose of providing recreation programming, management and administration for activities associated with Chuck Clay Park and the Indian Valley Community Pool (**Park**).
3. The term of this agreement will be from the date of signing to September 15, 2020.

Now, therefore, it is agreed upon by and between the parties as follows:

- a. IVCSD owns the physical property that includes the Indian Valley Community Pool and Chuck Clay Memorial Park (APN 120-072-004-000) and is responsible for all repairs and maintenance of the facilities during the non-pool months (the day after Labor Day – Friday prior to June 15) for the safe and efficient operations of the Park. IVCSD will pay for and make every reasonable attempt to complete all repairs and maintenance of the facilities and have the Pool ready for operation prior to June 15 of each year. Prior to June 10, IVRPD will walk through the facility with IVCSD personnel and sign off regarding the readiness of the pool. The IVCSD General Manager will approve all expenditures for the Park.

- b. IVRPD will take possession of the Park on the Monday prior to June 15 each year and operate through Labor Day. In no case will the Pool operation be open more than 59 days during this time period.
- c. IVRPD is responsible for all programming, administration, repairs, and maintenance of all activities and facilities within the Park during the 59 days of Pool operation. All electrical bills during this time will be paid by IVRPD. Any expenses incurred by IVCSD during this time for work approved by IVRPD will be billed back to IVRPD.
- d. All actual costs associated with the Pool programming and operations during the 59 days of operations, including lifeguard wages, laborer wages, utilities, chemicals, liability insurance, supplies, repairs and maintenance, will be funded by donation and revenue from user fees and other programming, and will be paid by IVRPD. A list of repairs will be kept by IVRPD and presented to IVCSD at the end of the 53rd day of operation. IVCSD will inspect such repairs to insure workmanship prior to taking back possession of the Park. Any repairs found not to be satisfactory will be repaired by IVRPD to the satisfaction of IVCSD at the expense of IVRPD. IVRPD will not be billed a sewer fee.
- e. Either party may terminate this agreement in writing with a ninety-day (90) notice. Amendments may be executed with written consent of both parties.
- f. IVRPD will send to IVCSD each year a certificate of insurance naming IVCSD as an additional insured with a minimum coverage of \$1,000,000 in general liability coverage.

INDEMNIFICATION

IVRPD agrees to indemnify, defend and hold IVCSD harmless and free and clear from and against any liability, debt, obligation, claim, judgement, action, cause of action or cost or expense, of any amount and nature whatsoever incurred by or imposed upon IVCSD as a result of, related to or in any way in connected with the operation of the Pool between June 15 through Labor Day; provided, however, that this indemnity provision shall not apply to any negligent or other wrongful conduct of the IVCSD, or employee, agent, officer thereof.

Indian Valley Community Services District

Robert Hearst
Board Chair

Robert Hearst
Print Name

2/15/17
Date

Indian Valley Recreation and Park District

Matt Cerney
Board Chair

MATT CERNEY
Print Name

10/19/16
Date



Indian Valley Community Services District

"Providing services for our community health, well being, and prosperity."

P.O. Box 899, 127 Crescent St. Greenville CA. 95947
Phone (530) 284-7224, Fax (530) 284-0894

Board of Directors

Blake Shelters, Chair
Brad Smith, Vice-Chair
Judi Yocum
Mike Yost
Jane Braxton Little

2013-2016

Memorandum of Understanding INDIAN VALLEY COMMUNITY SERVICES DISTRICT INDIAN VALLEY RECREATION AND PARK DISTRICT

JOINT POWERS AGREEMENT

FOR OPERATIONS, PROGRAMMING AND ADMINISTRATION OF THE INDIAN VALLEY COMMUNITY POOL IN TAYLORSVILLE. INCLUDES LEASE AGREEMENT

Whereas, the agencies entering this agreement are the Indian Valley Community Services District (IVCSD) and the Indian Valley Recreation and Park District (IVRPD) and their governing Boards find and determine that:

1. California government codes section 65000 et seq. (The joint exercise of powers act), authorizes California public agencies to enter an agreement to any power common to the contracting parties: and pursuant to section 65030 the purpose of this agreement is to establish by joint cooperation, financing and participation a community pool and programming of said pool to be located in Taylorsville, CA.
2. The parties undertake this joint exercise of powers for the public purpose of providing programming, management and administration for activities associated with the Indian Valley Community Pool.

Now therefore it is agreed upon by and between the parties as follows:

Whereas, IVCSD owns the physical property that includes the Indian Valley Community Pool and the Chuck Clay Memorial Park and is responsible for all the repairs necessary for the public safety and the efficient operation of the Pool and the Park. All expenditures for repairs require authorization by the IVCSD Board of Directors. IVCSD will make every reasonable attempt to complete repairs before June 1 of each year and:

Whereas, IVRPD has the responsibility of programming and administration of all activities and is responsible for the necessary maintenance for said pool, and;

Whereas, the IVRPD has requested that IVCSO lease the Indian Valley Community Pool to the IVRPD to provide programming for the seasons of 2013-2016. Such programming includes development of programs of activities and implementation of such, hiring of necessary staff including lifeguards and administrative personnel, collection of user fees, payment of all actual expenses incurred, by operating the pool and such activities, record keeping and risk management. The goal of the IVRPD is to do everything possible to make the pool operate in a financially self-sustaining manner.

IVRPD commits to notify IVCSO of all necessary repairs by the end of each pool season.

All actual costs associated with pool programming and operating including lifeguard wages, utilities, chemicals, extra liability insurance, supplies, etc., will be funded by donations and revenue from user fees and other programming and will be paid by IVRPD. In addition, IVRPD will be billed for the sewer charges due for the pool bathrooms, for the months of June, July, and August.

IVCSO will continue to provide all maintenance for the adjoining Chuck Clay Memorial Park. Inasmuch as the Indian Valley Community Pool and the Chuck Clay Memorial Park use the same well, water pump and electric meter, the IVCSO agrees to provide IVRPD a flat rate of \$100.00 each year to power the necessary irrigation equipment for the park.

Lease Amount and Term

IVCSO will lease the Indian Valley Community Pool to IVRPD for \$1.00 per season through September 30, 2016. This lease will expire on September 30, 2016.

Accounts and Records

Both parties agree to keep a proper accounting of all monies received or disbursed pursuant to this agreement and to share records of all fiscal transactions so as to provide a full and public accountability for all receipts and expenditures.

Term

The term of this agreement is effective from the signature of both parties through June 1, 2013.

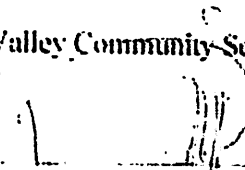
Amendments

This agreement may be amended by an instrument in writing consented to and executed by both parties to this agreement.

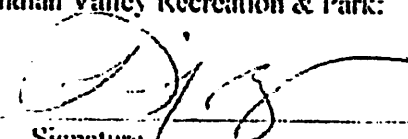
Indemnification

IVCSD and IVRPD shall hold harmless and indemnify the other agency for any costs or expenses attributable to any alleged injury or damage, or any claim or lawsuit arising out of circumstances related to the operation of the Indian Valley Community Pool, except as to negligent conduct by the other parties, jointly or severally. IVRPD will name IVCSD as an additional insurer on their liability policy through SDRMA insurance.

Indian Valley Community Service District
District:

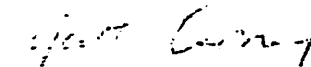

Signature
CHAD BROWN
Print Name
CHAD BROWN, DIRECTOR
Title
DIRECTOR
Date


Indian Valley Recreation & Park:

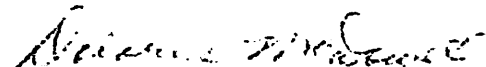

Signature
LINDSEY BUIS KELLEY
Print Name
Board Chair
Title
5/20/2013
Date

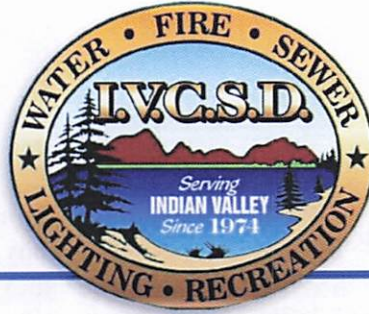
Michael Yost
Michael Yost
Board Member
5/20/13

Bradley J. Smith
Bradley J. Smith
Board Member
5/20/13


MATT CONROY
IVRPD VICE-CHAIR
5/20/2013


Dan Hitchfield
IVRPD Treasurer
5/20/2013

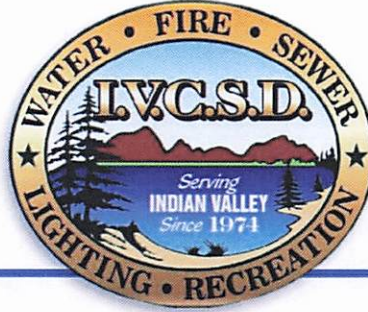

Amanda Proctor
IVRPD Board Member
5/20/2013



Special Meeting of the Board of Directors
Thursday, March 4, 2021

Item #9b

Riley's Greenville Park Proposal



M * E * M * O * R * A * N * D * U * M

Date: March 4, 2021

To: Bob A. Orange, Board Chair

From: Lee Anne Schramel, Vice Chair

RE: Request to Replace Basketball Standards and Hoops

Mr. Chair:

We have received a proposal to replace the basketball standards and hoops on the court at the Greenville Park. The existing standards and hoops are in complete disrepair and cannot be fixed.

Background:

- Kaley Benz coaches the only Plumas County AAU basketball team in Plumas County. The team includes players from Chester, Quincy, Loyalton and Greenville.
- The team would like to start practice now that the state of CA has approved outdoor basketball. This is the only viable court on which to play as school courts are not available. Covid Guidelines apply.
- The proposal includes the cost of the equipment, estimated at \$4,000, and installation completed by the partner (Benz & group).
- The team would like to have their reservation fees waived for the use of the court.
- Other improvements could be considered in the future with costs raised by the group.

Current Situation:

If the Board considers moving ahead with the project, the following would likely need to be established:

- Project Agreement
- Volunteer Agreement
- Insurance Liability Waiver
- Other considerations include:
 - condition of the court surface and necessary repairs
 - a liability waiver between the District and the adjacent landowner who shares part of the court surface with the District.