#### **Indian Valley CSD**

Mail: PO Box 207 Crescent Mills, CA. 95934 127 Crescent Street #1 Greenville, CA. 95947 530.284.7224 Phone Serving
INDIAN VALLEY
Since 1974

Since 1974

**Board of Directors** 

Wanda Carpenter
Bob Orange
Susan Doran
Kristine Gorbet
Roger Cherry

www.indianvalleycsd.com

ivcsd@frontiernet.net

#### **AGENDA**

# IVCSD REGULAR MEETING OF THE BOARD WEDNESDAY, JUNE 8, 2022, AT 6:30 P.M. TAYLORSVILLE HISTORIC HALL, 4322 MAIN STREET TAYLORSVILLE, CALIFORNIA 95983

- 1. Call to Order/Roll Call:
  - Board Clerk Titcomb will call the roll and confirm a quorum.
- 2. Pledge of Allegiance:
  - Board Chair will lead the group in the pledge.
- 3. Approve the Agenda:
  - Discussion/Action:
- 4. Public Comment:
  - This portion of the agenda may be utilized by any member of the public to address and voice concerns, or issues to the Board of Directors on any matter that is **NOT** on the agenda within the jurisdiction of the IVCSD. Depending upon the subject matter, the Board of Directors may be unable to respond at this time, or until the specific item is placed on the agenda at a future IVCSD Board Meeting in accordance with the Ralph M. Brown Act, or as decided upon by the Board Chair.
- 5. Water Systems and Sewer Systems Update.
  - Chief Plant Operator Silva Reports.
  - Discussion Only:
- 6. Financials Report.
  - List of Checks for April and May 2022.
  - Profit & Loss Statements and Budget vs Actual.
- 7. IVCSD Preliminary Budget "Public Hearing" 2022-23 Budget Approval.
  - Public Hearing was noticed in the local press for the IVC\$D 2022-23 Preliminary Budget Adoption.
  - Discussion/Action.
- 8. Proposal for Attorney Services. Prentice/Long PC
  - Presentation is in the Board Packet for the Proposal.
  - Discussion/Action.
- 9. Board of Director's Action Plan Document, Weekly Meetings, Update:
  - Vice Chair Gorbet Reporting on Actions and Progress for FEMA and Non-FEMA Projects, and Assignments.
  - Discussion/Action:





#### 10. Fire Department Report.

- Acting Chief Orange, Written Report in the Packet.
- Discussion Only.

#### **11.** Approval of Minutes.

- Sets of Minutes will be Included in the Board Packet.
- Discussion/Action.
- 12. USDA/USFS Contract for Fire Department, Long Term Contract Presentation.
  - Acting Chief Orange will Lead the Discussion and Presentation.
  - Discussion/Action.

#### 13. IVCSD Rate Study Proposal for Approval.

- CRWA Proposal to Perform a Comprehensive Rate Study for All Rates.
- Information Supplied in the Board Packet for Review Ahead of the Meeting.
- Discussion/Action.
- 14. Professional Services Agreement Amendment with Sectaris Partners.
  - GM Services, Amendment #1, Effective June 1, 2022 Authorized Maximum Hours to 30, in Office or Remotely, No other Agreement Changes.
  - Discussion/Action.

#### 15. District Reorganization Plan.

- GM Cox will present the plan for Reorganization.
- **16.** Permission for Hot Dog Vendor Cart at the GV Community Park.
  - Wanda Carpenter is asking to use the Park to sell Food, Self Contained Unit, No Power, No Water, No Garbage, Parking Space Sized.
  - Discussion/Action.

#### 17. Adjournment

Discussion/Action.

**REASONABLE ACCOMMODATION:** 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 IVCSD to make reasonable arrangements to ensure accessibility [28 CFR 35 .102.35.104 ADA Title II].

May Checks 2	2022
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01 1 11 1						
Check Number	Pay To The Order Of		Amount	Purpose of Expense	Expense Code	Dept.
13681	One Stop Gas Station	\$	4,626.13		40041	Split
13682	Sectaris Partners	\$	6,500.00	Professional Services- GM	40031	Admin
13683	CA. State Disbursement	\$	516.00	Garnishment		Wages
13684	Feather River Solar Electric	\$	77.04	Electricity-TV Fire Dept.	40051	Fire
13685	Jean Johns	\$	750.00	Office Rent	40026	Admin
13686	VOIDED	\$	-	N/A		
13687	Jon Robinson	\$	105.13	Deposit Refund	N/A	Water
13688	Mandy McGarva	\$	850.00	Accounting Services	40031	Admin
13689	McMaster-Carr	\$	89.35	Supplies	40056	Water-Sewer
13690	Napa Auto Parts	\$	97.43	Auto Parts	40042	Water-Sewer
13691	Napa Auto Parts	\$	419.19	Auto Parts	40042	Water-Sewer
13692	Neff's Mobile Detail	\$	420.00	Professional Services- Trucks	40031	Fire
13693	Network Innovations	\$	1,167.81	I.T. Services	40017	Admin
13694	PAC Machine Co.	\$	9,215.37	Equipment Rental	40026	Sewer
13695	Pace Analytical	\$	943.60	Required State Testing	40062	Water
13696	P.C. Environmental Health	\$	500.00	Permits-Fees	40068	Parks-Pool
13697	Sauer's Engineering	\$	4,290.00	Engineering-Capital Improvements	50506	Water-Sewer
13698	Taylorsville Historic Hall	\$	200.00	Hall Rental	40026	Admin
13699	US Bank	\$	812.86	Supplies	Multiple	Split
13700	Wells Fargo	\$	102.31	Copier/Printer Lease	40026	Admin
13701	Western Nevada Supply	\$	7,186.45	Supplies	40056	Water-Sewer
13702	VOIDED			3451133	40000	water-Sewer
13703	Ferguson Waterworks	\$	878.19	Meters	40056	Water
13704	Jeff Titcomb	\$	221.99	Education-Testing-Training	40035	Admin
13705	Joe Branch Electric	\$	9,211.80	Professional Services-Electrician	40031	Sewer
13706	McMaster-Carr	\$	498.85	Supplies	40056	Water-Sewer
13707	Neff's Mobile Detailing	\$	795.00	Professional Services	40030	Fire
13708	Quill	\$	182.29	Supplies-Office	40025-40028	Admin
13709	Sectaris Partners	\$	6,500.00	Professional Services-GM	40031	Split
13710	Singleton-Auman	\$	600.00	Professional Services	40031	Admin
13711	Smile Busniess Inc.	\$	186.16	Copier Service Agreement	40026	Admin
13712	SST Oil Inc.	\$	342.75	Fuel-Gas	40020	
13713	The Collin's Company	\$	172.85	Supplies		Fire
13714	J&C Enterprises	\$	25,000.00	Professional Services-Tree Removal	40056	Water-Sewer
13715	Napa- Chester	\$	50.25	Auto Parts	40031	Split
13716	CA. State Disbursement	\$	258.00		40061	Water-Sewer
13717	CRWRMA	\$	24,241.00	Garnishment	24001	Payroll
13718	SST Oil Inc.	\$	100	Insurance-Liability	40023	Water-Sewer
	SST OII IIIC.	Ф	242.88	Fuel-Gas	40041	Fire

INDIAN VALLEY CSD CASH ALLOCATION BY FUND May 31, 2022

Plumas 9449 Umpqua 8878 LAIF Cash Balances at 3/31/22	Main Chkg  Merchant proc Reserve Acct  Admin \$ (88,936.91) \$	g 72 g; [5]	Balance 3/31/2022 2,658,881.34 23,643.71 774.71 332,275.07 3,015,574.83 \frac{\text{Fire}}{5}\$	Lighting \$ 22,067.36	Total General \$ 1,483,433.13	Water \$ 1,334,454.30	Salance       Balance         31/2022       3/31/2022         49,440.86       2,658,881.34         20,625.07       23,643.71         754.72       774.71         832,536.91       332,275.07         83,357.56       3,015,574.83         91,494.00       \$ 1,458,808.68       \$ 22,067.36       \$ 1,483,433.13       \$ 1,334,454.30       \$ 197,687.40	<u>Total</u> 3,015,574.83
Net change to Cash Apr-May 2022	(42,747.08)	(2,983.34)	(17,420.83)	(89.88)	(64,059.93)	(11,609.35)	(36,547.99)	(112,217.27)
Cash Balances at 5/31/22	\$ (131,683.99) \$	1 11	\$ 1,441,387.85	\$ 21,158.68	\$ 1,419,373.20	\$ 1,322,844.95	88,510.66 \$ 1,441,387.85 \$ 21,158.68 \$ 1,419,373.20 \$ 1,322,844.95 \$ 161,139.41 \$ 2,903,357.56	2,903,357.56

## **IVCSD**

Deposit analysis-April 2022

	Original
	28,589.14
	7,735.91
	36,325.05
	33,138.82
	4,598.71
	37,737.53
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500.00	)
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_	
1,029.72	L
	 1,529.71
	36,207.82
	•
	117.23
	500.00 - - 1,029.71

## IVCSD

Deposit analysis-May 2022

		Original
Water Collections per spreadsheet		27,905.79
Wastewater Collections per spreadsheet		13,405.52
Total collections per spreadsheets		41,311.31
Plumas checking deposits		51,661.64
Umpqua Merchant Processing deposits		3,777.96
Total received-Banks		55,439.60
Less other deposits from daily deposit spreadsheet:		
Fire Dept insurance payout		
Restitution	_	
Donations	_	
Water customer deposit	-	
PG&E Fire Dept settlement	15,000.00	
Liability insurance rebate	738.00	
Escrow payments	466.69	
Total other known deposits		16,204.69
Remaining should be = collections		39,234.91
Difference		2,076.40

# **IVCSD** Profit & Loss Budget vs. Actual-ADMIN July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
30320 · Administrative Service Income	241,037.50	262,950.00	-21,912.50	91.7%
31321 · Tax Revenue	1,432.22			
31326 · Interest Revenue 31330 · Misc. Revenue	955.84	4,000.00	-3,044.16	23.9%
	800.00	4,500.00	-3,700.00	17.8%
Total Income	244,225.56	271,450.00	-27,224.44	90.0%
Gross Profit	244,225.56	271,450.00	-27,224.44	90.0%
Expense				
40010 · Salaries and Wages - ST	115,813.18	137,473.00	-21,659.82	84.2%
40011 · Salaries and Wages - OT	15,982.98	4,000.00	11,982.98	399.6%
40012 · Pager Duty	527.25			
40015 · EE Benefits	32,029.52	31,917.00	112.52	100.4%
40016 · Workers Compensation	18.04	6,500.00	-6,481.96	0.3%
40017 · Mapping & CAD & GIS & Software	9,426.09	7,000.00	2,426.09	134.7%
40018 · Advertising/Legal Notices	815.03	1,500.00	-684.97	54.3%
40023 · Insurance	35,150.25			
40024 · Communication	1,086.39	3,600.00	-2,513.61	30.2%
40025 · Office Expense	18,785.23	8,000.00	10,785.23	234.8%
40026 · Rent/Lease	11,541.21	18,600.00	-7,058.79	62.0%
40027 · Memberships	5,063.00	4,000.00	1,063.00	126.6%
40028 · Food & Household Items	1,432.41			
40030 · Bank Fees	2,115.04			
40031 · Professional Service	137,804.00	31,000.00	106,804.00	444.5%
40035 · Travel, Education and Training	603.22	7,500.00	-6,896.78	8.0%
40040 · Vehicle Expenses				
40041 · Fuel	215.23	500.00	-284.77	43.0%
40042 · Repairs	0.00	500.00	-500.00	0.0%
40043 · Mileage Reimbursement	0.00	1,800.00	-1,800.00	0.0%
Total 40040 · Vehicle Expenses	215.23	2,800.00	-2,584.77	7.7%
40050 · Utilities				
40051 · Electric	739.54	1,560.00	-820.46	47.4%
40053 · Propane/Oil	19.37	250.00	-230.63	7.7%
Total 40050 · Utilities	758.91	1,810.00	-1,051.09	41.9%
40056 · Supplies	1,566.67	500.00	1,066.67	313.3%
40057 · Postage	184.80	500.00	-315.20	37.0%
40061 · Repairs and Maintenance	33,440.47	250.00	33,190.47	13,376.2%
40075 · Safety	0.00	500.00	-500.00	0.0%
40099 · County Admin Fee	3,100.01	000.00	-500.00	0.078
66001 · *Payroll Expenses	0.00			
Total Expense	427,458.93	267,450.00	160,008.93	159.8%
Net Ordinary Income	-183,233.37	4,000.00	-187,233.37	-4,580.8%
Other Income/Expense				.,
Other Expense				
50506 · Capital Improvements	5,240.69	4,000.00	1,240.69	131.0%
Total Other Expense	5,240.69	4,000.00	1,240.69	131.0%
			1.010.00	
Net Other Income	-5,240.69	-4,000.00	-1,240.69	131.0%

2021-2022	ΙΠ	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	NOI	Totals
Billed	led \$85,334.53	53 \$73,783.03	\$11,182.80	\$8,656.20	\$43,102.92	\$42,355.49	\$41,964.82	\$34,061.81	\$33,162.63	\$43,058.68	\$33,503.69	\$0.00	\$450,166.60
Collected	sed \$59,149.14	14 \$33,517.63	\$6,664.36	\$9,533.98	\$6,974.93	\$40,448.58	\$78,892.48	\$23,739.57	\$58,479.02	\$36,325.05	\$41,311.31	\$0.00	\$395,036.05
Uncollected	ed (\$26,185.39	(\$40,265.40)	(\$4,518.44)	\$877.78	(\$36,127.99)	(\$1,906.91)	\$36,927.66	(\$10,322.24)	\$25,316.39	(\$6,733.63)	\$7,807.62	\$0.00	(\$55,130.55)
Water Used	ed \$25,465.85	\$22,963.59	\$7,106.19	\$0.00	\$39.52	\$0.00	\$4,381.78	\$4,769.57	\$4,161.95	\$5,562.44	\$5,179.83	\$0.00	\$79,630.72
Service Charge	ge \$30,684.42	42 \$32,841.66	\$3,954.73	\$0.00	\$28,365.61	\$27,675.89	\$19,617.20	\$19,731.94	\$19,350.53	\$19,650.32	\$19,278.95	\$0.00	\$221,151.25
USDA Reserve	ve \$1,563.30	30 \$1,429.32	\$121.88	\$0.00	\$1,272.90	\$1,268.72	\$830.14	\$835.40	\$833.66	\$831.30	\$803.66	\$0.00	\$9,790.28
Interest	est \$299.19	19 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$299.19
Penalties	ies \$466.33	33 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.33
Total	tal \$58,479.09	\$57,234.57	\$11,182.80	\$0.00	\$29,678.03	\$28,944.61	\$24,829.12	\$25,336.91	\$24,346.14	\$26,044.06	\$25,262.44	\$0.00	\$311,337.77
Collected	ed \$44,825.27	27 \$24,805.17	\$6,504.36	\$6,543.02	\$3,888.95	\$28,032.02	\$57,256.08	\$17,904.45	\$46,839.50	\$28,589.14	\$27,905.79	\$0.00	\$293,093.75
Uncollected	ed (\$13,653.82	(\$32,429.40)	(\$4,678.44)	\$6,543.02	(\$25,789.08)	(\$912.59)	\$32,426.96	(\$7,432.46)	\$22,493.36	\$2,545.08	\$2,643.35	\$0.00	(\$18,244.02)
Service Charge	ge \$26,390.93	93 \$16,548.46	\$0.00	\$8,656.20	\$13,424.89	\$13,410.88	\$17,135.70	\$8,724.90	\$8,816.49	\$17,014.62	\$8,241.25	\$0.00	\$138,364.32
Interest	est \$285.09	00:0\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$285.09
Penalties	ies \$179.42	42 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179.42
Total	tal \$14,323.87	87 \$8,712.46	\$160.00	\$2,990.96	\$3,085.98	\$12,416.56	\$21,636.40	\$5,835.12	\$11,639.52	\$7,735.91	\$13,405.52	\$0.00	\$101,942.30
Collected	ed \$14,323.87	\$8,712.46	\$160.00	\$2,990.96	\$3,085.98	\$12,416.56	\$21,636.40	\$5,835.12	\$11,639.52	\$7,735.91	\$13,405.52	\$0.00	\$101,942.30
Uncollected	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Billed	pa												
Collected	pa												
Billed	pa												
Collected	pa												
	JUL	AUG	SEP	100	NOV	DEC	JAN	FEB	MAR	APR	MAY	NOI	
USDA RESERVE	\$1,563.30	30 \$1,429.32	\$121.88	\$0.00	\$1,272.90	\$1,268.72	\$830.14	\$835.40	\$833.66	\$831.30	\$803.66		\$9,790.28
SERVICE CHARGE	\$30,684.42	42 \$32,841.66	\$3,954.73	\$0.00	\$28,365.61	\$27,675.89	\$19,617.20	\$19,731.94	\$19,350.53	\$19,650.32	\$19,278.95		\$221,151.25
WATER USED	\$25,465.85	85 \$22,963.59	\$7,106.19	\$0.00	\$39.52	\$0.00	\$4,381.78	\$4,769.57	\$4,161.95	\$5,562.44	\$5,179.83		\$79,630.72
	\$299.19	19 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$299.19
	\$466.33	33 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$466.33
Billed	ed \$58,479.09	\$57,234.57	\$11,182.80	\$0.00	\$29,678.03	\$28,944.61	\$24,829.12	\$25,336.91	\$24,346.14	\$26,044.06	\$25,262.44	\$0.00	\$311,337.77
Collected	ed \$44,825.27	\$24,805.17	\$6,504.36	\$6,543.02	\$3,888.95	\$28,032.02	\$57,256.08	\$17,904.45	\$46,839.50	\$28,589.14	\$27,905.79		\$293,093.75
	\$26,390.93	33 \$16,548.46	\$0.00	\$8,656.20	\$13,424.89	\$13,410.88	\$17,135.70	\$8,724.90	8816.49	17014.62	8241.25		
	\$285.09		\$0.00	0		0	\$0.00	0	0				
	\$179.42	12 \$0.00	0	0		\$0.00	\$0.00	0	0				
Billed		\$16,548.46	\$0.00	\$8,656.20	\$13,424.89	\$13,410.88	\$17,135.70	\$8,724.90	\$8,816.49	\$17,014.62	\$8,241.25	\$0.00	
Collected	ed \$14,323.87	87 \$8,712.46	\$160.00	\$2,990.96	\$3,085.98	\$12,416.56	\$21,636.40	\$5,835.12	\$11,639.52	\$7,735.91	\$13,405.52		

# **IVCSD** Profit & Loss Budget vs. Actual-WATER July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income	204 454 25	000 057 00	100 005 75	
30314 · Service Charges Water 30314.1 · USDA Reserve Revenue	221,151.25 9,790,28	382,057.00 29,000.00	-160,905.75 -19,209.72	57.9% 33.8%
30315 · Water Use	79,630.72	175,000.00	-95.369.28	45.5%
30316 · Penalties Water	466.33	17,000.00	-16,533.67	2.7%
31321 · Tax Revenue	165,839.27			
31326 · Interest Revenue 31327 · Grant Revenue	299.19	1,000.00	-700.81	29.9%
31330 · Misc. Revenue	0.00 10,174.66	428,000.00 9,500.00	-428,000.00 674.66	0.0% 107.1%
Total Income	487,351.70	1,041,557.00	-554,205.30	46.8%
Gross Profit	487,351.70	1,041,557.00	-554,205.30	46.8%
Expense				
40010 · Salaries and Wages - ST	41,043.10	98,993.00	-57,949.90	41.5%
40011 · Salaries and Wages - OT 40012 · Pager Duty	118.15	2,970.00	-2,851.85	4.0%
40015 · EE Benefits	2,230.15 19,070.27	2,600.00 19,600.00	-369.85 -529.73	85.8% 97.3%
40016 · Workers Compensation	3,146.64	3,800.00	-653.36	82.8%
40017 · Mapping & CAD & GIS & Software	0.00	2,000.00	-2,000.00	0.0%
40018 · Advertising/Legal Notices	0.00	50.00	-50.00	0.0%
40023 · Insurance 40024 · Communication	903.00	16,906.00	-16,003.00	5.3%
40024 · Communication 40025 · Office Expense	5,808.96 1,277.74	4,751.00	1,057.96	122.3%
40026 · Rent/Lease	0.00	1,600.00 1.000.00	-322.26 -1,000.00	79.9% 0.0%
40027 · Memberships	695.00	800.00	-105.00	86.9%
40028 · Food & Household Items	68.59	250.00	-181.41	27.4%
40030 · Bank Fees	0.00	2,000.00	-2,000.00	0.0%
40031 · Professional Service	59,540.06	20,000.00	39,540.06	297.7%
40035 · Travel, Education and Training 40040 · Vehicle Expenses	0.00	2,500.00	-2,500.00	0.0%
40041 · Fuel	7,370.64	5,600,00	1,770.64	131.6%
40042 · Repairs	1,807.11	3,500.00	-1,692.89	51.6%
40043 · Mileage Reimbursement	0.00	500.00	-500.00	0.0%
Total 40040 · Vehicle Expenses	9,177.75	9,600.00	-422.25	95.6%
40050 · Utilities	0.570.00			
40051 · Electric 40052 · Garbage	8,570.23 0.00	32,000.00 25.00	-23,429.77	26.8%
40053 · Propane/Oil	1,065.62	2,000.00	-25.00 -934.38	0.0% 53.3%
Total 40050 · Utilities	9,635.85	34,025.00	-24,389.15	28.3%
40055 · Small Tools	5,962.09	3,000.00	2,962.09	198.7%
40056 · Supplies	43,833.63	15,000.00	28,833.63	292.2%
40057 · Postage	420.00	1,180.00	-760.00	35.6%
40061 · Repairs and Maintenance	86,194.39	6,500.00	79,694.39	1,326.1%
40062 · State Required Eng. Reports 40068 · Permits and Inspections	12,653.40	16,000.00	-3,346.60	79.1%
40075 · Safety	44,067.12 53.63	17,430.00 2.000.00	26,637.12 -1.946.37	252.8% 2.7%
40100 · Administration Expense	131,605.43	143,569.00	-11,963.57	91.7%
Total Expense	477,504.95	428,124.00	49,380.95	111.5%
Net Ordinary Income	9,846.75	613,433.00	-603,586.25	1.6%
Other Income/Expense				
Other Income 39000 · Other Income	4 500 000 70			
Total Other Income	1,508,296.79			
Other Expense	1,508,296.79			
50500 · USDA/ UMPQUA Debt Service Pmts	201,048.81	193,028.00	8,020.81	104.2%
50506 · Capital Improvements 50508 · RCAC/Plumas Co. Debt Serv/SRF	69,107.96 0.00	428,000.00 4,542.00	-358,892.04 -4,542.00	16.1% 0.0%
Total Other Expense	270,156.77	625,570.00	-355,413.23	43.2%
Net Other Income	1,238,140.02	-625,570.00	1,863,710.02	-197.9%
Net Income	1,247,986.77	-12,137.00	1,260,123.77	-10,282.5%

Accrual Basis

# IVCSD Balance Sheet As of May 31, 2022

	May 31, 22		Apr 30, 22
ASSETS			
Current Assets Checking/Savings			
10005 · Plumas Bank 9449	2,549,440	0.86	2,634,798.56
10130 · UMPQUA Bank 6454	20,625		22,182.83
10135 · UMPQUA 8878		.72	764.72
10150 · LAIF	332,536	3.91	332,536.91
Total Checking/Savings	2,903,357	7.56	2,990,283.02
Accounts Receivable	85 t 0		
11000 · Accounts Receivable	203,408	3.86	209,140.08
Total Accounts Receivable	203,408	.86	209,140.08
Total Current Assets	3,106,766	.42	3,199,423.10
Fixed Assets	6,073,571	.64	6,073,571.64
TOTAL ASSETS	9,180,338	.06	9,272,994.74
LIABILITIES & EQUITY			
Liabilities Current Liabilities			
Accounts Payable			
20000 · Accounts Payable	0	.00	11,384.13
Total Accounts Payable		.00	11,384.13
Other Current Liabilities			11,001,10
Accrued Interest	30,463	00	30,463.00
<b>Current Portion of Debt</b>	172,159		172,159.00
21100 · Notes Payable	372,292	.00	372,292.00
23000 · Customer Deposits 24001 · *Payroll Liabilities	4,160		4,265.24
Section 18 Section Section Condition Condition (Condition Condition Conditi	1,711	.35	1,209.83
Total Other Current Liabilities	580,785	.46	580,389.07
Total Current Liabilities	580,785	.46	591,773.20
Long Term Liabilities			
250100 · Umpqua Note	1,934,920	.00	1,934,920.00
Total Long Term Liabilities	1,934,920	.00	1,934,920.00
Total Liabilities	2,515,705	46	2,526,693.20
Equity			
26010 · Invested of FA, Net of Debt	3,699,218.		3,699,218.00
26050 · Unrestricted Fund Equity 26400 · Debt Reserve	-80,603.		-80,603.83
32000 · Retained Earnings	52,653. 663,955.		52,653.00 663,955.38
Net Income	2,329,410.		2,411,078.99
Total Equity	6,664,632.	60	6,746,301.54
TOTAL LIABILITIES & EQUITY	9,180,338.	06	9,272,994.74



# IVCSD Balance Sheet As of May 31, 2022

	May 31, 22		Apr 30, 22
ASSETS Current Assets Checking/Savings			
10005 · Plumas Bank 9449 10130 · UMPQUA Bank 6454 10135 · UMPQUA 8878 10150 · LAIF	2,549,440 20,625 754 332,536	.07 .72	2,634,798.56 22,182.83 764.72 332,536.91
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TOTAL ASSETS	9,180,338	.06	9,272,994.74
LIABILITIES & EQUITY Liabilities Current Liabilities			
Accounts Payable 20000 · Accounts Payable	0	.00	11,384.13
Total Accounts Payable	0	.00	11,384.13
Other Current Liabilities Accrued Interest Current Portion of Debt 21100 · Notes Payable 23000 · Customer Deposits 24001 · *Payroll Liabilities	30,463 172,159 372,292 4,160 1,711	.00 .00 .11	30,463.00 172,159.00 372,292.00 4,265.24 1,209.83
Total Other Current Liabilities	580,785	.46	580,389.07
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Total Long Term Liabilities	1,934,920	.00	1,934,920.00
Total Liabilities	2,515,705	.46	2,526,693.20
Equity 26010 · Invested of FA, Net of Debt 26050 · Unrestricted Fund Equity 26400 · Debt Reserve 32000 · Retained Earnings Net Income	3,699,218 -80,603 52,653 663,955 2,329,410	.83 .00 .38	3,699,218.00 -80,603.83 52,653.00 663,955.38 2,411,078.99
Total Equity	6,664,632	.60	6,746,301.54
TOTAL LIABILITIES & EQUITY	9,180,338	.06	9,272,994.74

PROPOSAL FOR ATTORNEY SERVICES

Indian Valley Community Service District

prentice|LONG\*



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# prentice|LONG

A LAW FIRM FOUNDED ON THE PRINCIPLE OF SERVICE

Margaret Long
Margaret@prenticelongpc.com

May 27, 2022

Adam Cox, General Manager Indian Valley Community Service District 127 Crescent Street, Suite #1 Greenville, CA 95947

Re: IVCSD Attorney Services

Dear Mr. Cox:

Thank you for reaching out to Prentice Long, PC, we respectfully submit this proposal to serve as District Counsel for Indian Valley Community Service District ("IVCSD").

Prentice|Long, PC is a law firm founded on the principle of service. Our Firm is comprised of seasoned and experienced attorneys with a proven track record. Every attorney in the Firm stays up-to-date on the changing laws surrounding municipalities.

We are pleased to be able to offer the full-service legal services to the IVCSD. We advise public agencies on issues such as labor/employment, municipal law, water law, wastewater issues, and law enforcement/fire issues. We have a successful litigation record that extends all the way up to the Supreme Court of the United States. Prentice|Long, PC is also known for our trainings, which are made available to all of our clients on such matters as the Ralph M. Brown Act, sexual harassment, ethics standards for public employees, and personalized trainings to meet your needs.

If you have any questions, please feel free to contact me at (530) 691-0800 or via email at <a href="margaret@prenticelongpc.com">margaret@prenticelongpc.com</a>. We also encourage you to visit our website at <a href="www.prenticelongpc.com">www.prenticelongpc.com</a>. Thank you for considering our proposal for legal services and we very much look forward to the opportunity to serve IVCSD in this District.

Very Truly Yours,

Margaret Long, Managing Partner



### INTRODUCTION

Prentice|Long, PC is a municipal law firm founded with the purpose of providing public agencies with first class legal services at a fair and reasonable rate. The Firm is a full-service municipal law firm which is able to provide affordable rates due to a business structure that maintains a reasonable overhead with built-in efficiencies. Prentice|Long, PC is extremely qualified to provide the services necessary to safeguard the legal needs of the IVCSD. The Firm has built a reputation for being responsive, accurate and proactive. We look forward to bringing our passion for protecting and serving public entities to the IVCSD.

# APPROACH TO LEGAL SERVICES

Prentice|Long, PC views the role of District Counsel as a partnership with the other department heads to advance policies of the District Board. It is our goal to find legal solutions to problems that may interfere with District Board's goals and objectives.

The District Counsel will provide regular reports to the District Board regarding any outstanding litigation or other pending legal issues. However, we do not provide legal advice to an individual member as doing so could create a conflict of interest. We are able to serve the District on site, so we can be present if any issues arise. In addition, we are always available by email and telephone, including cell phone.

We strive to address the District's questions and concerns on the spot, and we do this by staying current with legal standards and case law. However, there are times when a question from a councilmember or staff may require further research. Under those circumstances, we generally try to respond within 24 hours to avoid keeping our clients waiting.

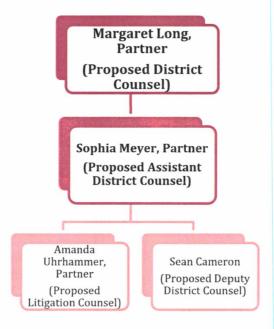
The tracking of legal fees is done through advanced technology and personnel. Fees are always reviewed, prior to billing, by at least two partners for accuracy and to identify trends in billing which may be problematic.

The Firm has never had a contract terminated by any public or private entity.

# LOCATION

The Firm has offices in Redding and Fresno. The District Counsel will serve the District from the Redding location, and will attend all Board meetings as requested. The office location is our brick and mortar location, but we would prefer to be on site at the District.

# LEGAL TEAM



In addition to Ms. Long, Ms. Meyer, Ms. Uhrhammer, and Mr. Cameron, the Firm has additional attorneys trained to handle all of the legal needs of the IVCSD.

Prentice Long, PC prides itself on employing the best available para-professional and clerical support staff. Our legal secretaries and paralegals are all versed in municipal law and litigation support, and are included as part of the fixed rate.

No attorneys in the Firm are the subject of a State Bar complaint.

### RESUMES



Margaret E. Long

Margaret Engelhardt Long is a founding member of Prentice|Long, PC, and its managing partner. Ms. Long's practice includes municipal law, civil litigation, labor and employment law, and business law.

Prior to forming Prentice|Long, PC, Ms. Long was the managing partner of Cota Cole, LLP's Redding office. From 2005-2013, Ms. Long was an associate with the law firm of Kenny, Snowden & Norine in Redding, California. From 2003-2005, Ms. Long worked at Legal Services of Northern California, where she was the Managing Attorney.

Ms. Long has considerable experience in advising municipalities and public agencies on issues relating to employment, labor, public nuisance, law enforcement, land use, code enforcement, eminent domain, housing, public contracting, unlawful detainer, medical marijuana abatement, Proposition 218, and the Brown Act. Ms. Long's expertise includes facilitating local elections and initiatives, and engaging in labor negotiations on behalf of the local entity. Ms. Long also has experience in providing advice to planning commissions, water districts, community services districts, municipal airports and local transportation authorities. Ms. Long provides training to public and private entities on a wide variety of topics, including sexual harassment, ethics, employment matters, governance, and legal updates. In addition, Ms. Long represents five counties on their child dependency and Public Guardian matters.

For her private sector clients, Ms. Long regularly provides advice regarding wage and hour issues, employment practices, discrimination and sexual harassment matters. Ms. Long's transactional practice includes representing and advising clients on corporate formation and compliance, as well as contract drafting and review. In litigation, Ms. Long has represented clients in the full range of issues, with particular emphasis on complex labor and employment matters. Ms. Long remains actively involved with her clients through the appellate process, and was the lead attorney on two published matters:



Dutra v. Mercy Medical Center Mt. Shasta (2012) 209 Cal.App.4th 750, and Erlin v. United States (9th Cir. 2004) 364 F.3d 1127.

#### **Education and Activities:**

Ms. Long received her Bachelor of Arts degree with honors from Wesleyan University in 2000. She received her Juris Doctorate from University of California, Davis in 2003, where she received the prestigious honor of becoming a member of The Order of the Barristers.

Ms. Long is a member of the California State Bar Association and Shasta-Trinity Counties Bar Association. Ms. Long has served as the Treasurer of the Shasta-Trinity Counties Bar Association, and President of the Shasta County Women's Refuge Board of Directors (One Safe Place), and as a Board Member for Habitat for Humanity.

#### ADMISSIONS:

- California Bar (2003)
- Supreme Court of the United States of America
- Ninth Circuit Court of Appeals
- United States District Court, Eastern District of California



Sophia R. Meyer PROPOSED ASSISTANT DISTRICT COUNSEL

Sophia R. Meyer is a senior associate attorney in the Redding office of Prentice|Long, PC. Ms. Meyer's practice includes municipal law, dependency law, civil litigation, labor and employment law and business law.

Ms. Meyer's previous experience includes a position as Assistant District Attorney for Modoc County. As a prosecutor, Ms. Meyer handled a variety of misdemeanor and felony cases including child sexual abuse, domestic violence, juvenile offenders, dependency matters and public administration. Her knowledge of the law, litigation procedure and trials assist Ms. Meyer to resolve conflicts while avoiding traumatic and expensive time in court. When mediation and settlement are not possible, Ms. Meyer is a zealous litigator and will fight for her clients in the courtroom.

Ms. Meyer serves as Assistant County Counsel for Modoc County, Deputy County Counsel for Alpine County, Sierra County and Trinity County and Assistant District Counsel for the District of Ione. She is actively involved in providing these clients with a full range of services, and has developed an expertise in a number of areas, including code enforcement, labor negotiations, public administration, marijuana abatement issues and labor relations/human resources.

#### **Education and Activities:**

Ms. Meyer completed her undergraduate degree in Agriculture Business at California State University, Chico in Chico, California and her Juris Doctor at Cal Northern School of Law in Chico, California. She is a member of the California State Bar Association and presently serves as the President of the Shasta-Trinity Counties Bar Association.

#### ADMISSIONS:

• California Bar (2011)





Amanda Uhrhammer PROPOSED LITIGATION COUNSEL

Amanda Uhrhammer is a partner at Prentice|Long, PC. Ms. Uhrhammer's practice includes municipal law, workplace investigations, civil litigation, labor and employment law, and business law. Ms. Uhrhammer is currently the County Counsel for Lassen County.

Prior to joining Prentice|Long, PC, Ms. Uhrhammer was the Assistant County Counsel and then Interim HR Director of Nevada County. From 2011-2015, Ms. Uhrhammer was Senior Counsel at Spinelli, Donald & Nott in Sacramento, California, representing primarily school districts. In 2010, Ms. Uhrhammer worked as an Associate at Hansen, Kohls, Jones, Sommer and Jacob handling legal malpractice defense. From, 1997-2009, Ms. Uhrhammer worked at Mastagni Holstedt, departing as the Managing Partner.

Ms. Uhrhammer has considerable experience in advising municipalities, and public and private organizations, on issues relating to employment, labor, workplace investigations, law enforcement, land use, eminent domain, public contracting, cannabis law, Proposition 218, and the Brown Act. Ms. Uhrhammer's expertise includes workplace investigations and employment matters. Ms. Uhrhammer also has experience in providing advice to planning commissions, water districts, community services districts, municipal airports and local transportation authorities. Ms. Uhrhammer provides training to public and private entities on a wide variety of topics, including sexual harassment, ethics, employment matters, and legal updates.

For her private sector clients, Ms. Uhrhammer regularly provides advice regarding workplace investigations, wage and hour issues, employment practices, discrimination and sexual harassment matters. In litigation, Ms. Uhrhammer has represented clients in the full range of civil litigation issues, with particular emphasis on complex labor and employment matters. Ms. Uhrhammer remains actively involved with her clients from intake through the appellate process and has three published matters: *Pitts v. District of Sacramento* (2006) 138 Cal.App.4<sup>th</sup> 853; *Coleman v. Standard Life Ins. Co.*, 288 F.Supp.2d 1116 (E.D.Cal. 2003); *Guarino v. County of Siskiyou* (2018) 21 Cal.App.5<sup>th</sup> 1170.



#### **Education and Activities:**

Ms. Uhrhammer received her Bachelor of Arts degree University of California at Davis. She received her Juris Doctorate from McGeorge School of Law in 1996.

Ms. Uhrhammer has received awards as Top Lawyer in Employment Benefits from Sacramento Magazine in 2015 and 2016.

Ms. Uhrhammer is a member of the Association of Workplace Investigators, California State Bar Association and Shasta-Trinity Counties Bar Association.

#### ADMISSIONS:

- California Bar (1998)
- United States District Court, Eastern District of California
- United States District Court, Northern District of California
- United States District Court, Central District of California
- United States District Court, Southern District
- Ninth Circuit Court of Appeals
- United States Supreme Court



Sean Cameron
PROPOSED DEPUTY ASSISTANT DISTRICT COUNSEL

Sean Cameron is an associate attorney in the Redding office of Prentice|Long, PC. His practice includes transactional, regulatory, statutory, and land use matters. Recent areas of focus include advising municipalities on issues related to contracts, memorandums of understanding, code amendments, code enforcement, nuisance abatement, and special projects.

#### **Education and Activities:**

Mr. Cameron completed his undergraduate degree at the University of California, Santa Cruz, majoring in politics and legal studies, and received his Juris Doctorate from Golden Gate University School of Law, focusing on land use and environmental law.

#### ADMISSIONS:

California Bar



# EXPERIENCE

Prentice|Long, PC is a law firm founded on the principle of service. Our Firm is comprised of seasoned and experienced attorneys with a proven track record of success as advice and litigation counsel. The attorneys of Prentice|Long, PC are dedicated to the welfare of our clients. We pride ourselves on being knowledgeable, and, importantly, understanding our clients' needs. This depth of experience and concern for our clients allows us to truly serve, not just represent.

The principle attorneys of the Firm, Margaret Long, David Prentice, Amanda Uhrhammer and Sophia Meyer, have 60 plus years of municipal law experience. Moreover, every attorney in the Firm has ongoing municipal contact and routinely advise public agencies regarding the full panoply of municipal law, political issues, public employment, labor negotiations and litigation on a daily basis.

Our current client list is evidence of our experience in this field. Below are just some of the areas in which attorneys may assist the District:

#### General Municipal Matters

Prentice|Long, PC has an exceptional depth of experience in the full range of legal issues affecting public agencies. We routinely advise on matters involving public contracts, labor and employment, constitutional restrictions on local government, municipal finance, the California Public Records Act, municipal liability and immunities, and police/fire department operations. We regularly advise boards and commissions, and have extensive experience in the myriad laws governing public agency proceedings, such as the Ralph M. Brown Act, Political Reform Act, and restrictions on conflicts of interest.

# Personnel, General Liability and Employee Relations

Our Firm has incomparable experience in all aspects of personnel and employee relations matters. We have advised our public agency clients on virtually all aspects of employee relations, up to and including employee separation and discipline, *Skelly* hearings, and employee arbitrations. When necessary, we have successfully defended public agencies in litigation filed by both current and former employees.

We have handled all types of municipal employment litigation including defense of Department of Fair Employment and Housing (DFEH) claims, Civil Service Commission claims, proceedings before the Public Employee Relations Board (PERB), defense of actions arising from claims before the Equal Employment Opportunity Commission



(EEOC), the State Personnel Board, actions under the Family Medical Leave Act (FMLA) and the Fair Labor Standards Act (FLSA). Our experience in state and federal court has produced exceptional results for our clients, particularly in matters involving disability discrimination and alleged violations of the interactive process.

#### Preparation of Ordinances, Resolutions, Orders and Written Memoranda

Prentice|Long, PC regularly prepares ordinances, resolutions and orders for its public agency clients. Whether requested by the public agency or suggested by District Counsel, we have drafted ordinances to assist our clients in pursuing their legislative policies, including code enforcement, land use, resolutions of necessity for eminent domain, and environmental and water-related issues. Prentice|Long, PC also regularly prepares advice memoranda, status letters, and other written information to advise and inform its public agency clients.

#### Eminent Domain, Code Enforcement and Unlawful Detainer

Prentice Long, PC has experience in the areas of eminent domain, unlawful detainer and code enforcement issues. We routinely manage abatement issues and work closely with code enforcement officers. We have developed code enforcement regulations for municipalities, and have provided training designed to assist code enforcement officers in achieving cost effective and legal solutions.

#### Water and Wastewater Treatment Facilities

Prentice|Long, PC attorneys have represented multiple water districts throughout California, and are well versed in water-related issues. As water issues are a concern to every municipality in California, Prentice|Long, PC is prepared to utilize its expertise and technical knowledge to provide effective representation and counsel on these issues, including challenges involving wastewater treatment facilities.

#### Public Records Act and Brown Act

Prentice|Long, PC has extensive knowledge of the Public Records Act, the Ralph M. Brown Act, and Elections Code compliance. The Firm has assisted newly-formed public agencies to establish policies and procedures to comply with the Ralph M. Brown Act from inception. We have also developed an interactive training seminar which we offer to educate our clients as to recent developments in the Ralph M. Brown Act and the legislatively or judicially enacted modifications. On behalf of our public agency clients, we regularly and routinely respond to requests made pursuant to the Public Records Act.



#### Land Use, CEQA and Other Environmental Issues

Prentice|Long, PC represents clients in all aspects of land use and environmental law. Our attorneys have significant familiarity litigating environmental disputes, defending clients against government enforcement actions, and handling real property issues and transactions, including purchase, sale and leasing of contaminated property, rights-of-way and easements, property disposal, and public improvements. Our scope of this experience includes advice and representation on site investigations and remedial actions, general plans and zoning, special use permits, the Subdivision Map Act, CEQA and NEPA, CERCLA, California Hazardous Substance Account Act, RCRA, Porter-Cologne, Proposition 65, air and water quality, water supply and rights, and utilities issues.

Prentice|Long, PC 's attorneys have the capability of advising public and private clients regarding compliance with hazardous materials laws and regulations, including those involving preparation of hazardous materials business plans and regulation by certified unified program agencies. Our attorneys have litigated a variety of matters involving hazardous waste discharges, including claims under CERCLA and HSAA, RCRA, and other federal and state laws, and have also handled and are familiar with NPDES permitting issues.

#### **Municipal Ligation**

Prentice|Long, PC attorneys have distinguished themselves as public agency litigators and have far-reaching practice in bench and jury trials, as well as administrative hearings. We are well versed in the issues that commonly face rural communities, as well as rules of procedure. Prentice|Long, PC attorneys are pleased to report a very high rate of success in litigation matters.

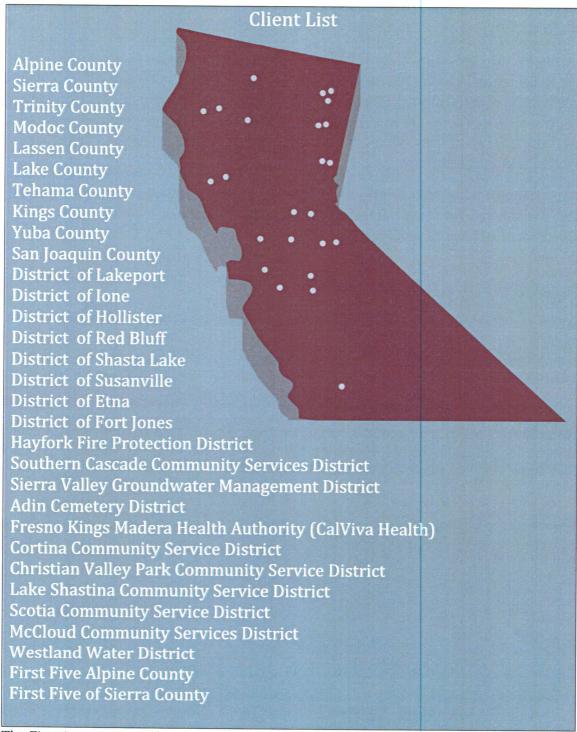
#### Groundwater Management

Prentice|Long, PC has broad experience with the local groundwater management and Sustainable Groundwater Management (SGM) Programs. Specifically, the Firm serves as Attorney to Sierra Valley Groundwater Management District and Modoc County Groundwater Advisory Committee. We are experienced and understand resources available to local agencies and can provide detailed guidance in managing groundwater basins sustainably.

#### **Proposition 218 Compliance**

Prentice Long, PC is considered one of the leading experts on Proposition 218 compliance. The firm frequently lectures on that subject, and wrote and published a popular Proposition 218 manual that is still used today.

# CONFLICTS



The Firm is not aware of any conflict of interest with our current clients. Should an actual conflict arise after our appointment, Prentice|Long, PC would take all necessary steps to eliminate such conflict and ensure proper representation.



# ADDITIONAL SERVICES

Prentice|Long, PC offers its clients a full range of trainings specialized for their specific needs. Specifically, the Firm offers all mandated training, including the Ralph M. Brown Act, ethics and sexual harassment are offered, with written materials. We also offer non-mandated training that are frequently requested and reduce liability within the District. These trainings are personalized to fit the needs of each client and include handouts, presentation materials, and case studies specifically tailored to assist our clients in understanding the complex issues involved in public agency law.

Prentice|Long, PC has recently provided personalize training sessions in several subjects, including the, the Fair Labor Standards Act, Labor Negotiations, Workplace Discipline, Workplace Investigations, and Proposition 218.

# FEE SCHEDULE

Hourly rates for services not	\$185 per hour for attorney time spent on litigation
included in retainer	and labor negotiations. \$80 per hour for
	Paralegal/Legal Professional.

The proposed fee structure and hourly rates are subject to further negotiation or revision, depending on the IVCSD's needs. If a flat rate option is preferred please let our office know and we can provide a revised compensation proposal.

# COST SCHEDULE

Reasonable travel expenses (mileage)	Applicable IRS rate per mile x number of miles
Duplication/reproduction fees	Actual cost if performed by outside service; no charge if inhouse



	Actual Cost and upon preapproval of District Manager
1	Based on the amount of fees billed during the month

# INSURANCE

Prentice | Long, PC maintains professional malpractice insurance in the amount of not less than \$2 million per occurrence, and will agree to maintain throughout the term of this Agreement.

# CONCLUSION

Prentice|Long, PC, and especially Margaret Long, Sophia Meyer and Amanda Uhrhammer, are excited about the opportunity to represent IVCSD as District Counsel. We are qualified to take on this task, and are committed to working closely with staff and the Council should we be selected. We ask that you contact our references and very much appreciate the District's consideration.

Thank you.

FEMA Projects						
Topic	Action Item	Start	End	Debit	Credit	Balance
#1	Motion approved for short term repair plan	2/9/2022	2/9/2022	\$ (336,000.00)		(336,000.00)
552391 - Lift Stations	FEMA DI 934482 - Sewer Plant Content	2/1/2022	3/11/2022			(336,000.000)
(Short Term Repairs Cat B)	FEMA DI 919888 - Sewer Panel Insp	2/1/2022	3/11/2022			(336,000.00)
Bob/Krisi #1 ppiopity	FEMA Maint Record Request	3/7/2022	3/15/2022			(336,000.00)
#1 PRIORITY 15 #1 - Fire Damage to plimp and controls	1. Dean create work/cost estimate design by 4/8	2/24/2022				\$ (336,000.00)
currently operating on a rental generators	2. Add generator to design	2/25/2022	3/7/2022			\$ (336,000.00)
LS #2 - Pump/Well OK, Controls were	3. Add Replacement Trailer on 5 acre parcel	2/25/2022	3/7/2022			\$ (336,000.00)
damaged by flood out from the fire	4. Approve Hazard Mitigation Plan	3/4/2022	3/11/2022			\$ (336,000.00)
LS #3 - Pump 1 is damaged and pump 2 is not	5. Contact Attorney about legal easments	3/15/2022				\$ (336,000.00)
working properly. Recommendation is to	6. #2 Lift Station Controls Complete (off generator)					\$ (336,000.00)
purchase two chopper pumps and I new	7. FEMA payment for temp gen					\$ (336,000.00)
(located on property that does not have a						\$ (336,000.00)
legal easement)						\$ (336,000.00)
						\$ (336,000.00)
#2	Action Item(s):			\$ (5,150,000.00)		\$ (5,486,000.00)
547558 - Water Treatment Plant	FEMA DI 934455 Water Plant Contents	2/1/2022	3/7/2022			\$ (5,486,000.00)
(Cat E)	1. Dean to develop a pre-design report (taste/odor/compliance)	2/1/2022				\$ (5,486,000.00)
Susan/Roger Deplace Dall membrane filtration system with	2. Approve Hazard Mitigation Plan	3/1/2022	3/11/2022			\$ (5,486,000.00)
rapid sand filtration system.						\$ (5,486,000.00)
						\$ (5,486,000.00)
#3	Action Item(s):			\$ (520,000.00)		\$ (6,006,000.00)
553117 - Raw Water Supply Line	1. Hydro-geologist to assess well site vs surface water \$8700.00	2/1/2022				\$ (6,006,000.00)
(Cat F)	2. Line inventory review length 1130 vs 900	2/28/2022				\$ (6,006,000.00)
Susan/ Koger Deniscement of 5000' of raw water pipeline	3. Request USFS use permit (Diane) - \$205 annual fee	3/1/2022	4/7/2022			\$ (6,006,000.00)
replacement of 3000 of raw water piperine from reservoir	4. Request Cost Estimate to Repair from Dean	3/1/2022				\$ (6,006,000.00)
	5. Approve Hazard Mitigation Plan	3/4/2022	3/11/2022			\$ (6,006,000.00)
						\$ (6,006,000.00)
						\$ (6,006,000.00)
						\$ (6,006,000.00)
						\$ (6,006,000.00)
#4	Action Item(s):					\$ (6,006,000.00)
553114 - Cemetery Raw Water Supply Line	1. Meet with cemetery committee 4/14	2/1/2022				\$ (6,006,000.00)
(Cat F)	2. Approve Hazard Mitigation Plan	3/4/2022	4/1/2022			\$ (6,006,000.00)
Susany noger 267' of 4" nine replacement and ends of the	3. Check with attorney about donating 267' to cemetery					\$ (6,006,000.00)
meter box	4. Check with attorney about reduced rate for cemetery					\$ (6,006,000.00)
	5. Don to provide SOW for 267' and potential alt Hideaway					\$ (6,006,000.00)
	6. Hideaway service operational decision made to reduced risk		4/7/2022			\$ (6,006,000.00)
						\$ (6,006,000.00)
						\$ (6,006,000.00)

##5 Action Item(5):  ##5 Action Item(5):  ##6 Sequest Time Cards from Texas and Meters  ##6 Sequest Protection Measures  ##6 Sequest Time Cards from Texas Instructions and Meters  ##6 Sequest Pay Stubs from Texas Instructions and Meters  ##6 Sequest Pay Stubs from Texas Instructions and Meters  ##6 Sequest Pay Stubs from Texas Instructions and Meters  ##7 Action Item(5):  ##7 Action Item(5):  ##7 Action Item(5):  ##8 Sequest Time Cards from Texas Instruction	Action Item:  1. Susan to meet with new Cal OES people 2. Request Canceled Checks from Accountant 3. Request Time Cards from Jeff 4. Request Pay Stubs from Jeff Action Item(s): 2. List Damaged Hydrants 3. List Damaged Hydrants 3. List Damaged Valve Covers 4. Replacement Meters - 3/4" or 1" - AMR Yes/No add \$100 5. Photos in Grants Portal 4. Replacement Meters - 3/4" or 1" - AMR Yes/No add \$100 7. Photos in Grants Portal 7. J&C Enterprises will start Debris Removal - request an end date	3/3/2022 3/3/2022 3/3/2022 3/3/2022 2/1/2022 2/1/2022 3/14/2022	3/7/2022 3/7/2022 3/7/2022			\$ (6,006,000.00) \$ (6,006,000.00) \$ (6,006,000.00) \$ (6,006,000.00)
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ge to Hydrants and Meters  Removal Trees  i, signed contract with J&C all hazard trees (ck issued by 2021)  Removal Bidgs, Equipment,	damaged or removed meters (78) ed Hydrants ed Valve Covers nt Meters - 3/4" or 1" - AMR Yes/No add \$100 rants Portal irises will start Debris Removal - request an end date	2/1/2022 2/1/2022 2/1/2022 3/14/2022 2/1/2022	3/7/2022 3/7/2022 3/7/2022			\$ (6,006,000.00)
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, signed contract with J&C all hazard trees (ck issued by 2021)  Removal Bldgs, Equipment,						\$ (6,031,000.00)
y, signed contract with Jac. all hazard trees (ck issued by 2021)  Removal Bldgs, Equipment,						\$ (6,031,000.00)
Removal Bldgs, Equipment,						\$ (6,031,000.00)
Removal Bldgs, Equipment,						\$ (6,031,000.00)
Removal Bldgs, Equipment,						\$ (6,031,000.00)
Removal Bidgs, Equipment,	):			\$ (389,000.00)		\$ (6,420,000.00)
	1. Select Environmental Contract (pre 11/30)					\$ (6,420,000.00)
	2. Received signed agreement from County	3/4/2022	3/4/2022			\$ (6,420,000.00)
4. additional in	3. Authorize Select Environmental to start debris removal		3/5/2022			\$ (6,420,000.00)
	4. additional insurance payment \$149,000					
S. DIK Number	r					\$ (6,420,000.00)
#9 Action Item(s):	):			\$ (3,500.00)		\$ (6,423,500.00)
izebo (Cat G)	<ol> <li>Request cost estimate to repair (Jeff)</li> </ol>	2/28/2022				\$ (6,423,500.00)
Krisi/Susan #5 ppinpiry	5. Approve Hazard Mitigation Plan	3/4/2022	3/11/2022			\$ (6,423,500.00)
#3 TNON I						\$ (6,423,500.00)
#10 Action Item(s):						\$ (6,423,500.00)
	<ol> <li>Send FEMA email regarding add late project</li> </ol>	3/1/2022				\$ (6,423,500.00)
Fire House - Donated Resources (Cat E)						\$ (6,423,500.00)
BOD/MISI						\$ (6,423,500.00)
#11 Action Items(s)	s):					\$ (6,423,500.00)
Additional Project???						\$ (6,423,500.00)
New Standards for 5/4 Meters						\$ (6,423,500.00)
Insurance Action Item(s):						\$ (6,423,500.00)
Insurance - Gle	Insurance - Gletfelter (Karl Thompson)					\$ (6,423,500.00)
- Advance Payr	- Advance Payment (real property)		8/9/2021		\$ 100,000.00	\$ (6,323,500.00)
- Real Property	٨		9/15/2021		\$ 1,292,678.00	\$ (5,030,822.00)
- Less Deductible	ble		9/15/2021		\$ (5,000.00)	\$ (5,035,822.00)
- Debris Removal	val		9/15/2021		\$ 19,881.76	\$ (5,015,940.24)
- Debris Removal	val		9/15/2021		\$ 1,547.23	\$ (5,014,393.01)
- Outdoor Property	perty		9/15/2021		\$ 68,733.55	\$ (4,945,659.46)
- Pollution Remediation	nediation		9/15/2021		\$ 456.25	\$ (4,945,203.21)
- Trees ,Shrubs, Plants	s, Plants		9/15/2021		\$ 25,000.00	\$ (4,920,203.21)
- Lift Station Rental Pump	ental Pump		2/18/2022		\$ 26,850.72	\$ (4,893,352.49)
Totals				\$ (6,423,500.00)	\$ 1,5	\$ (4,893,352.49)



FireHouse	Action Items					
547549 - Fire Station & Equipment	Action Item(s):			\$ (3,800,000.00)		\$ (3,800,000.00)
(Cat E)	FEMA DI # Inventory List					\$ (3,800,000.00)
Bob/Susan	1. Combine Clean up with County approved	2/1/2022	3/1/2022			\$ (3,800,000.00)
#3 PRIORITY	2. Conduct Pre-Const Meeting with stakeholders	2/19/2022 2/19/2022	2/19/2022			\$ (3,800,000.00)
Replace Fire nall and equipment	3. Board Approved NSF to draft a preliminary design	2/23/2022 2/23/2022	2/23/2022			\$ (3,800,000.00)
	4. Send updated square footage 2975' vs 2500'	2/1/2022	3/1/2022			\$ (3,800,000.00)
	5. Request Pre-Construction Est from NFS	3/1/2022				\$ (3,800,000.00)
	6. Determine hourly rate for labor \$30-40	3/14/2022				
	7. Apply for Cal Fire Grant by May 4th					
	8. FEMA Content Grant					
	9. 100K from Sheriff					
	10. 325K from PDH					
						\$ (3,800,000.00)
Insurance	Allied World (Fire House) - Insurance					\$ (3,800,000.00)
	- Real Property Initial Payment		12/7/2021		\$ 250,000.00	\$ (3,550,000.00)
	- District Fire Trucks			\$ (200,000.00)		\$ (3,750,000.00)
	Paint Fire Truck \$6500.00					\$ (3,750,000.00)
	- District Tools		2/18/2022 \$	\$ (100,000.00)	\$ 25,000.00	\$ (3,825,000.00)
	Don's Tools \$5710.00		2/18/2022		\$ 5,710.00	\$ (3,819,290.00)
	- Real Property Balance Payment		2/25/2022		\$ 1,106,383.00	\$ (2,712,907.00)
	TOTALS			\$ (4,100,000.00)	\$ (4,100,000.00) \$ 1,387,093.00 \$	(2,712,907.00)

Non-FEMA Projects	Action Items						
Topic	Action Item	Start	Fnd	Debit	Cradit	Balance	
#1	Action Item(s):				\$ 304,000.00	\$ 304	304.000.00
RWMP Grant (Uma Hinman 916-813-0818)	1. Rescope project main replacment Main St, Hot Springs, and	3/4/2022	4/7/2022		1		444,000.00
Susan/Roger	bore under Hwy to install Hydrant on Hillside					\$ 444	444,000.00
Grant Awarded - awaiting funding	2. County Planning (Tracy Ferguson)					\$ 444	444,000.00
Shovel ready project funded from prior SRF						\$ 444	444,000.00
Planning Grant.						\$ 444	444,000.00
	Totals					\$ 444	444,000.00
-							
#2	Action Item(s):						
Crescent Mills Water Treatment Plant Rehab	1. Submit Grant Proposal	2/1/2022					
Close to Completion							
- Funded by current SRF Planning Grant							
- Scope includes replacement of filtration							
equipment and controls							
- SEI is working on plans and specifications							
(on hold since the fire)							
#3	Action Item(s):			\$ 900,000.00			
Lift Stations (Long Ierm)	1. Submit SRF - pre-application engineering study	3/1/2022					
Susan/ Roger	2. Smoke Test System CWA will pay						
Modernize Greenville sewer system	3. Submit Long Term Design to Potter Handy	3/4/2022					
9' x 15' tall new wet well							
new control w/scada							
3 pumps (2 high 1 los)							
Generators with new control							
#4	Action Item(s):			\$ 10,000.00			
Remove Park Bug Kill Trees Bob/Krisi	1. Request bids from Tree Contractors (Jeff)	2/28/2022					

District Action Items	Action Item(s):			
Engineering	Request Fema/Non-Fema Contract with Sauers Engineering	3/2/2022		
	Send Procurment Acceptance Letter to Sauers Eng.	3/2/2022	3/2/2022	
	Send FEMA project numbers to Dean	3/2/2022	3/2/2022	
	Create Category Z for Management Charges (meetings etc.)	3/2/2022	3/2/2022	
PG&E Law Suit	1. Meet with primary attorney 1st week March	2/28/2022 2/28/2022	2/28/2022	
Krisi/Susan	2. Forward Project Plans to Potter Handy (Veronica)	3/4/2022	3/5/2022	
Cook/Potter Handy	3. Forward Insurance Documents to Potter Handy (Veronica)	3/4/2022	3/5/2022	
cook roughly				
Accounting/Budget	Action Item(s):			
Susan/Krisi				
Staffing Plan	Action Item(s):			
Susan/Bob				
District Logistics	Action Item(s):			
	Map District boundries and parcels ESRI	3/1/2022		
	Pay Stubs			
	News Letter	Monthly		
	Billing			
CSDA Legislative Days	Register interested Board members	3/17/2021		
Adam Cox				
Calif. Rural Water Assoc Annual Expo	Register interested Board members	3/17/2021		
Adam Cox				

Body work and painting has been completed for the ambulance support vehicle and the Type 1 Engine from San Ramon. IVFD graphics have been applied to the San Ramon Engine and its designated call number is #7621. The Engine from Truckee Meadows Fire has also had IVFD graphics applied to it with its designation as #7622. Roof identifying numbers were also applied for aerial identification and to comply with fire contract specifications.

The Engine from Redlands receives it new graphics and ID on June 8 and should be completed when this report is read. Designation #7671. The support rig receives it IVFD decals next week.

I met with representatives of Downrange in Chico and one pair of wildland fire personal protective gear has been ordered for active members of the fire department. Still awaiting confirmation of acceptance of additional fire protective gear from CalFire through the 50/50 rural assistance grant.

Trainings continue to be held each Tuesday evening except for two weeks ago when volunteers were unable to make the meeting due to a wide variety of conflicts. Summer has arrived and volunteers have many things personally going on that conflict with training. We will continue to do as best we can as the situation allows.

We are transitioning to a new phone app for communication within the FD. Previously we used the CREW app but it is limited to 10 individuals before we have to pay for the service. We are switching to another where there is no charge for more members.

Hopefully we will receive our new portable radios from Sierra Electronics within the next two weeks. The FD only has a couple of current portables working and they are very old. Lack of good communication equipment within the FD has been a huge issue for years and is critical for safe operations. Gravel has been placed in front of the temporary Greenville Engine Bays to cut down on dust and mud.

Painting has been completed for the ex-CalFire Engine received from Central Calaveras Fire. It is still currently at the joint paint/maintenance shop in Oroville. During painting hydraulic and water leaks were observed. I requested that the necessary repairs and maintenance be performed so that it will be ready to roll on incidents when we get it back. After we receive this Engine back and it is outfitted with its complement; Westwood CalFire has agreed to come down and train us on use of this Engine since it originally came from that agency.

The Type 1 Engine from San Ramon has a significant water leak at a connection in the pump compartment that will necessitate repairs. Two new applications to be volunteer firefighters have been received and will start attending fire meetings immediately. They are a welcome addition.

Volunteer Lucas Giese and Steve Sjotvedt from OES Fire have submitted paperwork on behalf of the IVCSD & IVFD to the USFS for payment of work performed during the Northstate Complex Fires. This is for services provided during August & September 2020. The appropriate paperwork for payment was never submitted to the USFS. Hopefully this will result in substantial funds to the FD and volunteers worked during that time. This required a lot of work and effort on their part & is much appreciated.

#### **Indian Valley CSD**

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#### **Minutes**

# IVCSD REGULAR MEETING OF THE BOARD WEDNESDAY, MAY 11, 2022 AT 6:30 P.M. TAYLORSVILLE HISTORIC HALL, 4322 MAIN STREET TAYLORSVILLE, CALIFORNIA 95983

- 1. Call to Order/Roll Call:
  - Board Chair called the meeting to order at 6:30 p.m.
  - Board Clerk Titcomb called the roll with Director Orange, Director Gorbet,
     Director Cherry, Director Doran, and Director Carpenter all being present.
- 2. Pledge of Allegiance:
  - Chairperson Orange led the group in the pledge.
- 3. Approve the Agenda:
  - A motion to approve the agenda as presented was made by Director Gorbet and seconded by Director Carpenter. The vote was 5- Yes, 0- No, and 0- Absent. This passes with a unanimous yes vote.
- 4. Public Comment.
  - No comments were sent in prior to the meeting and no comments were offered at the meeting.
- 5. Water-Sewer System Update- Don Silva, Chief Water Plant Operator.
  - The report was submitted to the GM for the meeting.
  - Greenville Water- Select Environmental is finished with the water plant clean-up and it looks good. Water flow testing has been completed on 7 homes for Greenville. Hydrant testing has been completed and locations of hydrants are mapped in the ARC-GIS, and corresponds to the software operating system used by the IVCSD, Continental Utility System Inc. or CUSI-UMS.
  - Greenville Waste Water System- The rented sewer pump has been returned and final billing received.
  - Taylorsville Waste Water System- the faulty sump pump has been replaced. The generator hasn't been replaced but is in need of replacement.
- 6. Financials.
  - GM Cox expressed that financials need to be done each month in time for the regular meeting. The Office Manager was off for some time in April so April and May financials should be ready for the June regular meeting.
  - The April List of Checks was included in the board packet.



#### 7. B.O.D. Action Plan.

- Director Gorbet reports that engineering is nearing completion for the sewer treatment station. Due to the engineering plans unfinished, getting contracts to build it are being delayed until the engineering can be finished. The raw water supply line is a separate project from the Greenville Cemetery water supply line. The IVCSD Board will be represented at the next Cemetery Board meeting by Director Gorbet and Director Doran to discuss options for bringing water back to the cemetery. It is uncertain that the IVCSD wants to see it back as it was prior to the fire damage. There are other options to consider. There was discussion about the Emergency Protection Measures and what tasks are required for that project, and what will be the benefit.? The meeting earlier in the week was reported as the most productive one yet. New information was shared by replacement personnel at the FEMA operations center and they all came to meet with the IVCSD in Greenville. All felt much better about the direction based on the new information.
- IRWMP Update- Uma Hinman was updated as to the scope of the project. The previous new water tank project is now modified and approved to move forward with a pipe replacement project in the Greenville Main Street area. The \$304,000 approved amount will be spent and possibly another \$144,000 will be granted, and will be allocated to pipe replacement in Greenville.
- Greenville Park Tree Removal- this project will be flown again for contractors to bid on.
  There's a specific requirement for a public works project when the bidding is
  considered for prevailing wage and insurance. GM Cox reports that it will be advertised
  again soon and then awarded properly.

#### 8. Fire Department Report.

- Acting Chief Orange submitted a report for the packet and he was present to give the report to the group. They are meeting regularly on Tuesday evenings. There are 4 fire engines that need to be designated as surplus. A fire truck that was previously purchased in Texas by the IVCSD was sold to the Crescent Mills Fire Dept. for \$1.00 Some truck doors will need to be repainted as the decal removal process damaged the paint. He wants them ready for the 4th of July Parade in Taylorsville so that all of our new trucks can participate. The USDA-USFS contract is in the board packet for review and will be brought back for approval soon. There are some new trainee volunteers that have attended the Fire Academy in Quincy and will graduate from the program, and Chief Orange will get them sweatshirts and T-shirts with department insignia. The Cal-Fire 50/50 grant has been applied for and accepted, waiting approval from the State for a total of \$39,000.00 in equipment, half from Cal-Fire and half from the IVCSD. At the end of the approval process if there's funding left over that's not committed then we can apply for a larger dollar amount. He received the first installment from the County that was received from PG&E to all the fire departments in the County, a check for \$15,000.00 He reports that the State fire engine donated to the IVCSD during the Dixie Fire would be officially transferred to the District permanently.
- 9. Replacement of the IVCSD Office Copier/Printer.
  - The information was in the board packet for an updated Sharp copier. The District currently pays a lease payment each month for the current copier but it has come to



the end of that lease period and it is time to renew the lease with a new machine. Office Manager Titcomb described some features that the new machine should have that will make it better and more efficient than the older model. A copier payment and service contract will always be a regular monthly expense for the office A motion was made to have staff sign a new lease contract with Smile Business Machines Inc. for a new copier/printer for the IVCSD office by Director Doran, and seconded by Director Carpenter. The vote was 5- Yes, 0- No, and 0- Absent. This motion passes with a unanimous vote.

- 10. Approval of Meeting Minutes from April 20, 2022
  - A motion to approve the minutes was made by Director Gorbet and seconded by Director Carpenter. The vote was 5- Yes, 0- No, and 0- Absent. This motion passes with a unanimous vote.
- 11. USDA-USFS Fire Agreement Contract.
  - Acting Chief Orange added the contract to the packet so that Board Members can review it and see what changes, if any, that they want to make. It's a fairly standard contract that gets signed every 4 to 5 years with the USFS. He reports that other Fire Chiefs in the County were not happy with parts of the contract and that they wanted to discuss it further at their June 6, 2022 meeting of County Fire Chiefs. This item will come up again for the Board to approve or modify at a future meeting. This was a discussion only and no action was taken or asked for.
- 12. IVCSD Office Billing ACH and Auto Credit Card Payments.
  - This item was a discussion item only and gave information to the Board concerning
    automatic payments that the District used to do monthly prior to the fire, and we will
    again bring back regular monthly automatic billing. The District was processing ACH and
    Automatic credit cards prior to the August 4, 2021 Dixie Fire in Greenville. The GM has
    decided that we will start up soon processing those payments again on a monthly basis.
- 13. Meter Charges for 3/4ths and 1" Meters.
  - It was discussed that Staff needs direction for billing on returning customers that need to increase the size of their meters to a larger than 5/8ths meter. Would there be a reduction is price for the larger meter or will the current listed price be charged on a monthly basis for whichever meter is needed? The Board rejected the idea of dropping the meter charges for installing a new larger meter and felt that the current pricing would be sufficient. GM Cox added that it's been a long time since a rate study was done and that this would be a good time to do a rate study, and then take the recommendation from the rate study to determine pricing for the future of the District. He said that he would contact California Rural Water Association and possibly others for a rate study.

#### **14.** Adjournment.

 A motion was made to adjourn the meeting by Director Cherry and seconded by Director Carpenter. The vote was 5- Yes, 0- No, and 0- Absent. This passes with a unanimous vote. The meeting was adjourned at 8:15 p.m.

#### **Indian Valley CSD**

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# MINUTES IVCSD SPECIAL MEETING WEDNESDAY, MAY 25, 2022, AT 6:00 P.M. 127 CRESCENT STREET, SUITE #1 GREENVILLE, CA. 95947

- 1. Call to Order:
  - Board Chair Orange called the meeting to order at 6:00 p.m. and Board Clerk Titcomb called the roll with Director Cherry, Director Doran, Director Carpenter, Director Gorbet, and Director Orange being present. All board members are present and accounted for creating a quorum of the board.
- 2. Pledge of Allegiance:
  - Board Chair Orange led the group in the pledge.
- 3. Approve the Agenda:
  - A motion to approve the agenda as presented was made by Director Gorbet and seconded by Director Carpenter. The vote was 5- Yes, 0- No, and 0- Absent. This motion passes with a unanimous vote of the board.
- 4. Public Comment:
  - No comments were sent to the office and no public was in attendance at the meeting.
- **5.** Permission for Director Gorbet to Represent the IVCSD at the Rebuilding Greenville Collaborative meetings:
  - A motion was made to assign Director Gorbet to attend the public Rebuild Greenville Collaborative meetings and to represent the board at those meetings. The motion was made by Director Orange and seconded by Director Doran. The vote was 5- Yes, 0- No, and 0- Absent. This motion passes with a unanimous vote of the board.
- 6. Closed Session:
  - The board went into closed session at 6:09 p.m.
- 7. Report Out of Closed Session:
  - No actions were taken during closed session, but direction was given to the GM.
- 8. Adjournment:
  - A motion to adjourn the meeting was made and properly seconded. The meeting was adjourned at 7:31 p.m. by a unanimous vote of the board.

Signed Board Chair	
Signed Board Clerk	



TO: Indian Valley Community Services District

FROM: Specialized Utility Services Program

**DATE:** May 25, 2022

**SUBJECT:** Proposal for a Water and Wastewater Rate Study

Mr. Adam Cox,

The Specialized Utility Services Program (SUSP) respectfully submits the following proposal to the Indian Valley Community Services District based on preceding correspondence requesting assistance with a water and wastewater rate study.

Specialized Utility Services Program, Inc. (SUSP) started as an active subsidiary of the California Rural Water Association (CRWA) in 2010; it was incorporated in 2012. SUSP was developed initially to work with systems that needed contract operations and management. Since then, CRWA developed and assembled a team of professionals to supplement SUSP's capabilities; and today, SUSP provides a full range of managerial, engineering, and technical assistance.

In the last twelve years, SUSP has provided technical and professional assistance to water and wastewater systems of various sizes from 1 to 10,000 connections across the state. We are pleased to assist the Indian Valley Community Services District in providing the attached proposal.

Thank You,

**Dustin Hardwick** 

**Deputy Director** 

**SUSP** 

Phone: (916) 283-8531

Email: dhardwick@calruralwater.org

Dustin Hardion

Toll free: 800.833.0322

Phone: 916.553.4900

Fax: 916.553.4904



## Proposal for a Water and Wastewater Rate Study Indian Valley Community Services District

- 1. Introduction
- 2. Scope of Services
- 3. Budget
- 4. Summary
- 5. Signatures

Toll free: 800.833.0322 Phone: 916.553.4900 Fax: 916.553.4904



#### 1. Introduction

Specialized Utility Services Program, Inc. (SUSP) is a subsidiary company of California Rural Water Association (CRWA). CRWA established the SUSP program to answer requests from member and non-member systems for assistance and services that require more time and resources than CRWA can provide to systems utilizing our technical assistance and training programs. The SUSP program is set up to provide water and wastewater services from engineering and full-scale design; to operations; rate studies; MHI studies; contract management; and operator training.

#### 2. Scope of Services

SUSP will provide Indian Valley Community Services District (District) with a comprehensive Rate Study Report including an analysis and recommendations on the District's rates. Consultant shall conduct a water and wastewater rate study to evaluate whether the current rates achieve the objectives of revenue stability, equitable cost recovery, and rate payer affordability. The Consultant will produce administrative reports outlining findings. The administrative reports will include analysis of revenue requirements, cost of service, and recommended rate adjustments. The draft report will be produced within three months after receiving all the necessary data to complete a study. The Rate Study Report will be based on information provided by the Utility's management or designated staff.

Consultant, if requested and for an additional fee, will provide Prop 218 support related to this Rate Study including assistance with a notice to rate payers and attendance at any necessary Prop 218 hearing (virtual or otherwise). Such fees for additional service will be paid only when the work is authorized in writing by the Client in advance of the performance of the additional services.

The District will provide Consultant with the following information and data to assist in compiling a Rate Study Report for Drinking Water and Wastewater:

- ✓ Individual customer's monthly billing records (for the last five (5) to ten (10) years)
- ✓ Peaking Demand Data
- ✓ Financial Information
- ✓ Lond-term CIP Plans
- ✓ Water Source Information
- ✓ Water demand projections/population growth projections
- ✓ Sewer strengths and flows
- ✓ Previously performed rate studies
- ✓ Water and wastewater planning documents
- ✓ Any issues or concerns regarding current rates



#### 3. Budget

SUSP will provide the services outlined in Section 2 - Scope of Services for a fixed fee, not to exceed \$21,750 based on 580 water and 572 sewer connections for the rate study. This price includes travel and time for one (1) meeting (in-person or otherwise) with the appropriate staff, committee, and/or board for review and presentation of the rate study. Any additional meetings/travel will be billed at federal per-diem and mileage rates, plus a fee of \$75.00 per hour.

#### 4. Summary

Although are prices for the services we provide are fixed, we are flexible in providing these services, so please feel free to discuss any aspect of this price proposal with me for clarification. If you would like to see changes in the scope of services, we will be glad to discuss any ideas or options that you might want to bring to the table. Upon acceptance of this proposal, you will be asked to sign our Professional Services Agreement. If you agree with this price proposal, please sign, date, and return to: ncook@calruralwater.org

Submitted by:		
	Dustin Hardwick, Deputy Director Specialized Utility Services Program, Inc.	Date
Accepted by:		
	Signature	Date
_	Printed Name and Title	

### SPECIALIZED UTILITY SERVICES PROGRAM, INC. PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered the day of	, 2022, by and
between Specialized Utility Services Program, Inc., a Californi	a corporation and wholly-
owned subsidiary of California Rural Water Association, with o	offices at 1234 North
Market Boulevard, Sacramento, CA 95834, hereinafter referre	d to as "CONSULTANT",
and the Indian Valley Community Services District, located at	127 Crescent Street #1,
Greenville, California, 95947, hereinafter referred to as "CLIEN	IT." CONSULTANT and
CLIENT may be individually referred to herein as a "party" and	iointly as the "parties."

The parties do hereby mutually agree as follows:

#### 1. <u>Services</u>.

On the terms and conditions hereinafter set forth, CLIENT retains CONSULTANT to perform technical water utility related and general engineering consulting services on an "On-Call" basis (the "Services"). The Services to be performed shall be described in individual specific scopes-of-work, hereinafter referred to as "Task Orders", and are to be performed in accordance with agreed-upon schedules as set forth in the "Task Orders" issued by CLIENT to CONSULTANT. Each Task Order shall be construed as part of and be consistent with all other terms and conditions of this agreement.

#### 2. <u>Compensation for Services Performed.</u>

An estimated budget for each Task Order shall be included in each Task Order form and agreed to by CLIENT and CONSULTANT prior to the commencement of work, as set forth in the applicable Task Order. CLIENT shall pay CONSULTANT for

performance of the services on a direct cost basis within the maximum budget of each Task Order. For purposes of this Section 2, "costs" shall include labor costs and other direct costs (including, but not limited to, reproduction, shipping, mileage, lodging, and reasonable per diem). Total Compensation shall be calculated as the total number of hours of service multiplied by the applicable hourly rate for the service rendered, plus the total reimbursable costs incurred during the applicable billing period.

#### 3. Invoices and Payment.

Invoices shall be submitted to CLIENT on a monthly basis. CLIENT shall pay all undisputed invoice amounts within 30 days following receipt of an invoice. Payments shall be remitted to: 1234 North Market Boulevard, Sacramento, CA 95834.

- 4. Representations and Acknowledgments. Each party represents to the other that:
- a. The execution, delivery, and performance of this Agreement is duly authorized by all necessary actions on the part of each obligated party and the agreement is binding on any such obligated party;
- b. The execution, delivery, and performance of the duties under this
  Agreement by any such obligated party shall not, as of the date this Agreement is
  entered, violate any provision of law, nor will it conflict with or result in a breach of any
  of the terms or conditions of, or constitute a default under any indenture, mortgage,
  agreement, or other instrument to which the obligated party is also obligated, where
  such conflict, breach, or default would have a materially adverse effect on the business
  operations or financial condition of such party or on its ability to perform its obligations
  under this Agreement;

c. To the best of each party's knowledge, as of the date this Agreement is entered, there are no actions, suits, or proceedings pending against or involving such party, and to the best of its knowledge, there are no actions, suits, or proceedings threatened against such party, which might have a materially adverse impact on the business operations or financial conditions of such party or on its ability to perform its obligations under this agreement; and

#### 5. CLIENT'S Obligations.

- a. CLIENT shall grant or cause to be granted to CONSULTANT access to all locations as necessary for performance of the Services under this Agreement;
- b. CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that reasonably relate to the Services.

  CLIENT specifically represents to CONSULTANT that such information is accurate to the best of the CLIENT's knowledge;
- c. Unless noted otherwise, CLIENT shall pay, or reimburse CONSULTANT the cost of all necessary approvals, permits, licenses, easements, and consents necessary for performance of the services.
- d. CLIENT shall have sole ownership and responsibility for all hazardous or toxic substances found or identified at any location at which CONSULTANT performs services under this Agreement. CLIENT shall have the sole responsibility for the treatment, temporary storage, transport, and disposal of all hazardous or toxic substances found or identified at any location at which CONSULTANT performs Services under this Agreement.

#### 6. CONSULTANT's Obligations.

- a. CONSULTANT shall perform the Services with the standard of care, skill, and diligence normally provided by a professional person or firm in the performance of services similar to the Services at the same time, under similar conditions, and in the same or a similar locality. This commitment is in lieu of all other warranties either express or implied.
- b. CONSULTANT shall advise CLIENT about the status of the Services and will make reasonable efforts to coordinate its activities with CLIENT, the property owner, and any government agency having regulatory oversight over the underlying activities.
- c. CONSULTANT shall accommodate other CLIENT activities at the site.

  CONSULTANT shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

#### 7. Confidentiality.

a. To the extent permitted by law (particularly including the California Public Records Act, codified at Government Code Sections 6250 et seq.), each party shall keep confidential all business and technical information identified as "Confidential" and obtained from the other party in connection with the performance of the Services. Any such information shall be labeled "Confidential" and shall be retained in a separate part of the materials comprising this agreement. Neither party shall disclose such information without the other party's consent except to the extent required by (1) the performance of the Services; (2) compliance with the professional conduct standards for preservation of the public safety, health, or welfare; or (3) compliance with any court order or other governmental directive, including requests from government agency

having regulatory oversight over the underlying activities. In the event that there is a request for materials that are identified as "Confidential", the party receiving such request shall promptly notify the party claiming confidentiality, so that the party claiming confidentiality may take appropriate action to protect the claimed confidentiality. The party receiving the request shall not be obligated to take any action to protect the claimed confidentiality, other than notifying the party claiming the confidentiality.

- b. Notwithstanding the immediately preceding paragraph, with CLIENT consent, CONSULTANT may include CLIENT's name and a general description of the Services to be provided, including narrative and photographic representations of the Services, in general informational presentations made by CONSULTANT for the promotion of its expertise and experience.
- c. The obligations created by this Section 7 shall survive the termination or expiration of this agreement.

#### 8. Ownership of Documents.

All reports, drawings, specifications, and other work products produced under this Agreement, and any materials or documents purchased by CONSULTANT, the cost of which is charged to this Agreement, shall become the property of the CLIENT. The obligations created by this Section 8 shall survive the termination or expiration of this agreement.

#### 9. Insurance.

CONSULTANT now carries and will continue to carry during the term of this agreement the following insurance types and minimum coverages:

- a. Worker's compensation and Occupational Disease Insurance to comply with the laws of the State of California.
- b. Comprehensive General Liability Insurance covering activities performed under this agreement, including coverage of liability assumed in this Agreement, with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) for bodily injury for each occurrence and \$1,000,000 (ONE MILLION DOLLARS) for property damage for each occurrence.
- c. Automobile Liability Insurance covering all non-owned and hired motor vehicles used in connection with the Engagement Services with \$2,000,000 (TWO MILLION DOLLARS) combined single limit for bodily injury and property damage liability.
- d. Professional Errors & Omissions/Pollution Liability Insurance with
   minimum limits of \$1,000,000 (ONE MILLION DOLLARS) for each claim and \$2,000,000
   (TWO MILLION DOLLARS) aggregate.
- e. CLIENT shall be named as an additional insured on all of the insurance policies required by this Section 9. At CLIENT's request, CONSULTANT shall furnish CLIENT certificates evidencing the required coverages and identifying CLIENT as an additional insured.

#### 10. Indemnification.

- a. Except as otherwise provided in this Section 10, CONSULTANT shall indemnify and hold harmless CLIENT from and against any and all liability for bodily injury (including death) or third-party property damage to the extent such injury or damage results from CONSULTANT's negligence in connection with and during its performance of the Services, except to the extent such liability results from CLIENT's negligence or intentional misconduct.
- b. CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all claims, demands, losses, penalties, fines, and causes of action (including reasonable attorney fees and court costs) arising from or relating to CLIENT's negligence or contractual breach including any noncompliance with the obligations as set forth in Section 5 herein, except to the extent such liability results from CONSULTANT's negligence or intentional misconduct.
- c. Each Party shall hold harmless the other Party from and against any and all liability, costs, expenses, damages, claims, suits, or demands for which the Party is solely or may become solely liable on account of bodily injury, disease, or death suffered by any employee of the other Party in connection with the performance of the Services under this Agreement. Each Party shall bear the risk of loss or damage to its own equipment, materials, supplies, structures, or property.
- d. CLIENT acknowledges that CONSULTANT has not created, generated, or contributed to the generation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution, whether latent or

patent, or the release thereof, or the violation of any law or regulation relating thereto, prior to the date on which the performance of services is commenced hereunder (collectively referred to as "Preexisting Conditions"). Accordingly, except to the extent covered by the "Scope of Work" herein, or where the injury is solely caused by a failure of CONSULTANT's obligations under Section 6 of this Agreement, CLIENT shall defend (with counsel approved by CONSULTANT) protect, indemnify, and hold harmless CONSULTANT and its employees against all claims, demands, losses, penalties, fines, and causes of action of every kind and character, whether based on contract, tort (including negligence), statute, or regulation (including reasonable attorneys and court costs) arising from or relating to preexisting conditions.

CONSULTANT shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.

e. The obligations created under this Section 10 shall survive the termination or expiration of this Agreement,

#### 11. Non-Discrimination Clause.

a. During the performance of this Agreement, CONSULTANT and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, military and veteran status, or any other protected class under state or federal law.

- b. The CONSULTANT, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. The CONSULTANT, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d. The CONSULTANT, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

#### 12. Limitation of Liability.

- a. Neither party hereto, nor any of its affiliates, subcontractors, or vendors at any tier, shall be liable to the other party or its affiliates, subcontractors, or vendors for any loss of profit, loss of product, loss of use, or for any other indirect, consequential, or special damages, even if the claimed injury is caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof.
- b. CLIENT agrees that in consideration of this Agreement and the comparative levels of risk taken, all claims for indemnification or contribution shall be limited to the amounts and coverages listed in the insurance provisions in Section 9 herein. All claims against CONSULTANT shall be deemed waived unless made by

CLIENT in writing and received by CONSULTANT within six months after

CONSULTANT has completed that portion of the Engagement Services with respect
to which the claim is made.

- c. Any limitation on or exculpation from liability afforded CONSULTANT by this Agreement shall be applicable regardless of whether the action or claim is based on contract, tort (including negligence), statute, strict liability or otherwise and shall likewise limit the liability of CONSULTANT, its affiliates, subcontractors, and vendors of any tier and their respective officers, agents, and employees.
- d. There are no third-party beneficiaries of this Agreement and no third party may rely upon obligations or representations herein or on the findings of any report produced hereunder.
- e. The obligations created under this Section 12 shall survive the termination or expiration of this Agreement.

#### 13. Changes in Performance.

- a. CLIENT may at any time, by written order, make changes within the general scope of the Services contemplated by this Agreement and any Task Order issued hereunder, in any one of the following areas:
  - (1) Specific services to be performed;
  - (2) Specific deliverables;
  - (3) Schedule for completion and delivery of product.
- b. If any changes requested pursuant to paragraph a. of this Section 13, or otherwise pursuant to any other provision of this Agreement, results in an increase or decrease in the costs of providing those services or in the time required to perform

those services, an equitable adjustment shall be made in the (1) Price; (2) Schedule; and, (3) in such other provisions of this agreement as may be appropriate, and this Agreement shall be modified in writing accordingly.

c. It is further understood that field conditions may dictate changes in the Services to be performed, and those services may be required to be performed by written change order from CLIENT prior to an agreement on price, schedule or other relevant provisions of this Agreement. Reimbursement for such activities shall be on a time and materials basis in accordance with the hourly rates and cost-plus provisions included in Attachment 2, and extensions to the Schedule shall be based on the actual delays and ramifications caused by said changes in field conditions.

#### 14. Independent Contractor.

The Services shall be performed by CONSULTANT under the sole supervision, management, and control of CONSULTANT. CLIENT shall look to CONSULTANT for results only and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's agents or employees in the performance of the Services or as to the manner, means, or methods by which the Services are performed. CONSULTANT shall be an independent contractor of CLIENT and not an employee, and no such employment relationship is intended to be created by this Agreement.

#### 15. Force Majeure.

It is agreed that in the event CONSULTANT is rendered unable wholly or in part by force majeure to carry out its obligations hereunder, the obligation of CONSULTANT shall be suspended during the pendency of any inability, and such

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inability shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein shall mean strikes, lockouts or other industrial and labor disturbances, pandemics, acts of public enemies, wars, insurrections, civil disturbances, explosions, earthquakes, fires, severe storms, floods, or orders, restraints, or prohibitions by any regulatory agency, board, department, commission, or court having jurisdiction over CONSULTANT, or any other cause not within CONSULTANT's control.

#### 16. Termination for Default.

If either party:

- (a) Breaches any material obligation under this Agreement;
- (b) Becomes insolvent or otherwise unable to meet its financial obligations;or,
- (c) Is adjudicated as bankrupt, or has an involuntary petition in bankruptcy filed against it;

the other party may terminate this Agreement without any further liability. If this Agreement is terminated pursuant to the provisions of this paragraph, CLIENT shall be obligated to pay for those Services performed and goods received as of the date of the termination, along with the reasonable costs of settling outstanding commitments, including the cost of terminating any subcontracts.

#### 17. Termination for Convenience.

Either party may terminate this Agreement for its own convenience by providing the other party thirty (30) days' prior written notice. Should CLIENT terminate this Agreement pursuant to the terms of this Section 17, CLIENT shall be

obligated to pay for those Services performed and goods received as of the date of the termination, along with the reasonable costs of settling outstanding commitments, including the cost of terminating any subcontracts.

#### 18. Certain Litigation Expenses.

CLIENT acknowledges that, due to unforeseen future circumstances, litigation may result concerning the subject matter of the Services, to which CONSULTANT may not be named as a party, but for which CONSULTANT, as a consultant to CLIENT, may be compelled by court order or subpoena to retrieve and produce documents in its possession, or to provide testimony related to the Services, and that such document production or testimony entails significant costs, for which CONSULTANT may not be wholly reimbursed under the applicable rules of civil or criminal procedure. Therefore, except where CONSULTANT is also named as a party to the underlying action, and where CONSULTANT is found to be partially or wholly liable in the underlying action, CLIENT agrees to reimburse CONSULTANT for any costs incurred as a result of such compelled document production or testimony that are not reimbursed by others, within 60 days after CLIENT receives an invoice for such costs. For purposes of this Section 18, "costs" shall include labor costs and other direct costs (including, but not limited to, reproduction, shipping, mileage, lodging, and reasonable per diem) plus 15% charge on direct expenses. The obligations created by this Section 18 survive the termination or expiration of this Agreement.

#### 19. Waiver.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.

#### 20. Severability.

If any provision or portion of this Agreement is finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and shall be binding on the parties hereto.

#### 21. Notice.

Any notice to be given under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, or sent by overnight courier service, the receipt of which is confirmed by telephone, or mailed by certified mail, return receipt requested and postage prepaid, to the address specified on page 1 of this Agreement.

#### 22. Governing Law; Venue.

This Agreement shall be governed by and in accordance with the laws of the State of California.

#### 23. Entire Agreement.

This Agreement is the entire understanding and agreement between the parties and supersedes any previous communications, representations, or agreements by either party, whether oral or written. This Agreement may be changed only by a written instrument signed by both parties.

- 24. <u>No Assignment</u>. This Agreement shall not be assigned by CONSULTANT without CLIENT's written consent.
- 25. <u>Counterparts; Electronic Signatures</u>. This Agreement may be signed in counterparts and shall be deemed to be fully executed when so signed. This Agreement may be signed by electronic signatures or signatures transmitted by email, DocuSign or other electronic means and such electronic signatures shall be deemed as valid as an original "wet" signature.

Specialized Utility Services	Indian Valley CSD
Program Representative	District Representative
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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www.sectaris.partners (209) 631-3803

Adam Cox, Managing Partner adam@sectaris.partners

Bob Orange, Board President Indian Valley Community Services District 127 Crescent Street, Suite 1 Greenville, CA 95947

June 1, 2022

#### Amendment No. 1 to Professional Services Agreement for General Manager Services

Effective June 1, 2022, authorized maximum weekly hours for GM services will be increased from 20 hours to 30 hours. The additional hours may be worked off-site (remotely). All other terms of the Agreement remain unchanged.

Respectfully,

Adam Cox Managing Partner Sectaris Partners LLC

> Bob Orange Board President Indian Valley CSD

Accepted by:

Indian Valley Community Services District

June 1, 2022

PO Box 899

Greenville Ca 95947

Dear Indian Valley Community Services District,

I would like to request permission to park my hot dog cart on IVCSD property

At 300 Greenville Park Rd. I would only be parking during the daytime for approximately four hours.

The cart is completely self-contained. There is no need for water or power.

It is insured and will be certified by the health department.

Thank you, Thanda Carpentee

Wanda Carpenter

333 Kinder Ave

Greenville, CA 95947

530-616-0401

1wandac@frontier.com



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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Indian Valley Community Service District 300 Greenville Park Rd Greenville CA 95947					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
					AUTHOR	RIZED REPRESEN	ITATIVE	-	ently.			

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