

**Agenda**  
**Rio Linda / Elverta Community Water District**  
**Executive Committee**

May 2, 2022 @ 6:00 P.M.

Visitor's / Depot Center  
6730 Front Street  
Rio Linda, CA 95673

THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC WITH SOME REASONABLE LIMITATIONS PURSUANT  
TO CURRENT STATE AND COUNTY GUIDELINES.

Public documents relating to any open session items listed on this agenda that are distributed to the Committee members less than 72 hours before the meeting are available for public inspection on the counter of the District Office at the address listed above.

The public may address the Committee concerning any item of interest. Persons who wish to comment on either agenda or non-agenda items should address the Executive Committee Chair. The Committee Chair will call for comments at the appropriate time. Comments will be subject to reasonable time limits (3 minutes).

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability related modification or accommodation to participate in this meeting, then please contact the District office at (916) 991-1000. Requests must be made as early as possible and at least one full business day before the start of the meeting.

**Call to Order**

**Public Comment**

This is an opportunity for the public to comment on non-agenda items within the subject matter jurisdiction of the Committee. Comments are limited to 3 minutes.

**Items for Discussion:**

1. Engineers update
2. Discuss options for filling the Board Member vacancy.
3. Disseminate information on the planned memorial service for Robert Reisig on May 14<sup>th</sup> and discuss a Resolution of Commendation.
4. Discuss alternate place and time for June 6, 2022 Executive Committee meeting (election ballot drop-off precludes using Depot).
5. Discuss the responses to the Request for Proposals (RFP) for General Counsel legal services.
6. Discuss the process for implementing Resolution 2021-03, Exhibit A, July 2022 Column.
7. Discuss a request from a resident for an installment plan for water system connection costs.
8. Discuss engagement contract with CoreLogic for parcel ownership and lien data.
9. Discuss Expenditures for March 2022.
10. Discuss Financial Reports for March 2022.

**Directors' and General Manager Comments:**

- a) Executive Order N-7-22 mandate for expedited Water Supply / Demand Assessments.

**Items Requested for Next Month's Committee Agenda**

**Adjournment**

Next Executive Committee meeting: To be Determined due to unavailability of the Depot on June 6<sup>th</sup>.

**ADA COMPLIANCE STATEMENT**

*In compliance with the Americans with Disabilities Act, if you need special assistance or materials to participate in this meeting, please contact the District Office at 916-991-1000. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting and agenda materials.*



## **Executive Committee**

### **Agenda Item: 1**

**Date:** May 2, 2022

**Subject:** General Status Update from the District Engineer

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

#### **Recommended Committee Action:**

Receive a status report on specific focus items currently being addressed by the District Engineer.

#### **Current Background and Justification:**

Subjects anticipated for discussion include:

1. Annual Pipe Replacement Project – Dry Creek Road
2. Well 16 Pump Station
3. 2020 UWMP
4. Active Developments
  - a. Fox Hollow Residential Development (28 lots, 6th Street between Q Street and S Street)
  - b. 6221 16<sup>th</sup> Street Phase 2 Worship Development (Northwest corner G Street and 16<sup>th</sup> Street)

#### **Conclusion:**

I recommend the Executive Committee receive the status report from the District Engineer. Then, if necessary and appropriate, forward an item(s) onto the May 16, 2022 Board of Directors Meeting agenda with recommendations as necessary.



## **Executive Committee Agenda Item:2**

**Date:** April 4, 2022

**Subject:** Options for Filling Board Vacancy

**Contact:** Timothy R. Shaw, General Manager

### **Recommended Committee Action:**

Engage staff in discussion regarding the options available for filling the vacancy on the Board created by the passing of Director Robert Reisig.

### **Current Background and Justification:**

The California Elections Code delineates options and time constraints for the governing body of a special district for filling a Board Member vacancy. The Sacramento County Elections Office guide for filling vacancies is included as a document associated with this item.

The basic options are filling the vacancy via appointment or via election. The timing of this vacancy, however, presents a timing aspect which precludes the necessity for a costly special election if the Board opts for filling the vacancy by election. Such election would be consolidated with the general election in November 2022. This option would effectively be two 4-year seats and one 2-year seat.

### **Conclusion:**

I recommend the Executive Committee review the materials and forward an item onto the May 16<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.

# **VACANCIES IN SPECIAL DISTRICTS**

## **1. Action Required by the Governing Board**

The district shall notify the county elections official of the vacancy no later than 15 days following either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.

The remaining district board members have 60 days immediately subsequent to either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, to either fill the vacancy:

- a.) By appointment, or
- b.) By calling a special election

GOV § 1780

## **2. Appointments to Fill Vacancies**

If the Board decides to appoint someone to fill the vacancy, the board first must post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the appointment is made.

The Board must notify the county elections of the appointment no later than 15 days after the appointment is made.

The person appointed shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall fill the balance of the unexpired term. If the term of office is due to expire following the next general district election and that election is scheduled 130 or more days after the date the county elections official is notified of the vacancy, the person appointed to the vacancy shall fill the balance of the unexpired term of his or her predecessor. GOV § 1780(d)

## **3. Elections to Fill Vacancies**

In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.

The election shall be held on the next established election date that is 130 or more days after the date the district board calls the election. GOV § 1780(2)

A regular election as defined by Elections Code 1000:

- a.) The second Tuesday of April in each even-numbered year.
- b.) The first Tuesday after the first Monday in March of each odd-numbered year.
- c.) The first Tuesday after the first Monday in November of each year.
- d.) The first Tuesday after the first Monday in March in each even-numbered year.

**4. If the District Board Fails to Act**

If the vacancy is not filled by the district board by either making an appointment or calling a special election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the following shall occur.

Within the next 90 days, the City Council of the city in which the district is wholly located, or if the district is not wholly located within a city, the Board of Supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may fill the vacancy by appointment or may order the district to call an election to fill the vacancy.

The election shall be held on the next established election date (see previous list) that is 130 or more days after the date the city council or board of supervisors calls the election. GOV § 1780

**5. If the District Board Lacks a Quorum to Act Within 60 Days**

If the number of remaining members of the district board falls below a quorum, at the request of the district secretary, or a remaining member of the district board, the appropriate board of supervisors or the city council shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy.

Again, the council or board may either appoint immediately to fill the vacancy, or may call an election to fill the vacancy.

The election shall be held on the next established election (see previous list) that is 130 or more days after the date the district board calls the election.

The board of supervisors or the city council shall only fill enough vacancies to provide the board with a quorum. GOV § 1780

**6. If the City Council or Board of Supervisors Fails to Act**

If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, no action has been taken by any governing body to fill the vacancy by appointment or by calling for a special election, the district must call an election to fill the vacancy. GOV § 1780

The election shall be held on the next established election (see page 7) that is 130 or more days after the date the district board calls the election. GOV § 1780

**7. Term of Office**

**A person appointed to fill a vacancy** shall hold office only until the next general district election that is scheduled 130 or more days after the date the county elections official is notified of the vacancy and thereafter until the person elected at that election to fill the vacancy has been qualified to fill the vacancy for the remainder of the unexpired term. GOV § 1780

**A person elected at an election to fill the vacancy** shall hold office for the remainder of the unexpired term. GOV § 1780

**A person elected at a regular board member election or appointed in-lieu of election** takes office at noon on the first Friday in December following his or her election in November and shall serve for four years. EC §§ 10554, 10507



## **Executive Committee**

### **Agenda Item: 3**

**Date:** May 2, 2022

**Subject:** Memorial Service for Robert Reisig – May 14<sup>th</sup> at 11:00 A.M.

**Staff Contact:** Timothy R. Shaw, General Manager

#### **Recommended Committee Action:**

The objective of this item is to disseminate information on the plans for a memorial service to honor Board Member Robert Reisig.

#### **Current Background and Justification:**

A memorial service for Director Reisig is planned to occur at 11:00 A.M. on Saturday, May 14<sup>th</sup>. The service is to be held at the New Beginnings Fellowship, 7008 10<sup>th</sup> St. Rio Linda. The announcement about the planned service has already been posted in the Rio Linda Messenger and the District's Facebook page.

Additionally, there is a draft resolution included as a document associated with this item. Resolution 2022-04 is a Resolution of Commendation for Director Reisig's considerable contributions to the community.

#### **Conclusion:**

I recommend the Executive Committee provide staff with feedback on the draft resolution, then forward Resolution 2022-04 onto the May 16<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.

## **RESOLUTION NO. 2022-04**

### **A RESOLUTION IN APPRECIATION FOR OUTSTANDING PUBLIC SERVICE BY ROBERT REISIG**

**WHEREAS**, Robert Reisig was appointed to the RLECWD Board of Directors in June of 2019, then subsequently re-elected in November 2020, and

**WHEREAS**, Robert Reisig has shown exceptional leadership in service to our community through serving as Board President, Board Vice President, Chair of the Executive Committee District representative to Sacramento Groundwater Authority and District Representative to Sacramento County Local Agency Formation Committee (LAFCo), and

**WHEREAS**, Robert Reisig has brought respect, honor and integrity to the Rio Linda Elverta Community Water District through leading by example, exhibiting the highest level of ethics and maintaining a superior moral character, and

**WHEREAS**, Robert Reisig has volunteered numerous hours, incurred personal sacrifice and exhibited outstanding community spirit in his service, acting as an agent of change, while maintaining a demeanor that made working with him a pleasure, and

**WHEREAS**, Robert Reisig's unwavering commitment, willingness and ability to understand and respond to the concerns of the people of Rio Linda Elverta Community Water District has made a substantial contribution to the betterment of the District;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Rio Linda/Elverta Community Water District does hereby posthumously commend Robert (Bob) Reisig for his legacy of dedication, enthusiasm, and outstanding public service given to the Rio Linda Elverta Community Water District for the past four years.

**APPROVED AND ADOPTED** by the Board of Directors of the Rio Linda / Elverta Community Water District on this 16th day of May 2022. By the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Jason Green  
President, Board of Directors

\_\_\_\_\_  
Timothy R. Shaw  
Secretary of the Board of Directors



## **Executive Committee**

### **Agenda Item: 4**

**Date:** May 2, 2022

**Subject:** Alternative Place / Date for June Executive Committee

**Staff Contact:** Timothy R. Shaw, General Manager

#### **Recommended Committee Action:**

The Executive Committee should engage staff in discussion regarding the unavailability of the Visitors / Depot Center on June 6, 2022.

#### **Current Background and Justification:**

The normal meeting place for Executive Committee is unavailable on June 6<sup>th</sup>, due to Sacramento County Elections use of the Depot for several consecutive days in June.

Selecting an alternative meeting location, which is open to the public and within the service area boundaries of the District may also lead the need for flexibility in the meeting dates/time.

#### **Conclusion:**

I recommend the Executive Committee discuss the options and, if necessary, report back to staff when an alternative site, date and time for the June Executive Committee meeting has been confirmed.





## **Executive Committee**

### **Agenda Item: 5**

**Date:** May 2, 2022

**Subject:** Responses to Legal Services RFP

**Staff Contact:** Timothy R. Shaw, General Manager

#### **Recommended Committee Action:**

The Executive Committee should discuss the number of responses received to the District's published Request for Proposals (RFP). Then, as deemed necessary, forward an item onto the May 16<sup>th</sup> Board agenda to consider the process for selecting the most suitable law firm.

#### **Current Background and Justification:**

The RFP stipulates the deadline for respondent's submittal is May 2<sup>nd</sup> at 3:00 P.M. (3-hours prior to the start of the May Executive Committee meeting. Accordingly, the May Committee should have a preliminary indication of the number and quality of responses.

Depending on the number of responses, it may be appropriate to direct staff to objectively evaluate the responses to create a short list of the most suitable responses. With a short list of respondents, the District may reasonably establish and interview process with either an ad hoc committee or the full Board.

#### **Conclusion:**

I recommend the Executive receive a report from staff on the number and quality of the RFP responses, then recommend any Board actions deemed necessary and appropriate, e.g. establishing an ad hoc committee.



## **Executive Committee Agenda Item: 6**

**Date:** May 2, 2022

**Subject:** Multi-Year Rate Adjustments for July 2022

**Staff Contact:** Timothy R. Shaw, General Manager

### **Recommended Committee Action:**

The Executive Committee should engage staff in dialog regarding the adjustment stipulated for July 2022, then forward an item onto the May 16<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.

### **Current Background and Justification:**

The objectives and Prop 218 requirements for a multi-year rate adjustment entails the process of projecting increases in the cost of service over the span of the multi-year adjustment. The obvious and most typical adjustment is for anticipated inflation in the cost of service. Fuel, electricity and admin expenses virtually never stay flat. The amount of inflation the entire country is experiencing is far greater than the 3% assumed in the Rate Study / Cost of Service adopted by the Board in July of 2021.

In addition to inflation adjustments, multi-year costs of service projections evaluate the anticipated increases to the cost of service due to regulatory and operational changes, e.g., water treatment requirements. The State Water Resources Control Board has already published their draft notice regarding re-establishing the Hexavalent Chromium Maximum Contaminant Level (MCL) at 10-parts per billion.

Exhibit A to Resolution 2021-03 is included as a document associated with this item.

### **Conclusion:**

I recommend the Executive Committee engage staff in discussion. Then, if deemed appropriate by the Committee, forward an item onto the May 16<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.

## Exhibit A Water Rates

**TABLE 1: Proposed Bimonthly Water Rates – Normal Water Year  
Rate Study / Cost of Service Study  
Rio Linda Elverta Community Water District**

Meter Size	Current FY 2021	September 15, 2021	Proposed on or after			
			July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
5/8"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
3/4"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
1"	\$99.77	\$55.25	\$56.38	\$57.83	\$60.34	\$62.94
1.5"	\$199.53	\$105.87	\$108.03	\$110.79	\$115.60	\$120.59
2"	\$319.25	\$166.61	\$170.01	\$174.35	\$181.92	\$189.77
3"	\$698.37	\$358.95	\$366.28	\$375.63	\$391.94	\$408.84
4"	\$1,257.06	\$642.41	\$655.52	\$672.24	\$701.43	\$731.68
Inactive	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
<b>Single Family Residential Inoperable Meter Fees</b> (fixed bimonthly fee, no additional volume charges; cold weather period is November to April; warm weather period is May to October)						
5/8" - Cold Weather		\$68.61	\$69.91	\$71.80	\$74.95	\$78.18
5/8" - Warm Weather		\$120.93	\$123.19	\$126.52	\$132.07	\$137.94
3/4" - Cold Weather		\$68.61	\$69.91	\$71.80	\$74.95	\$78.18
3/4" - Warm Weather		\$120.93	\$123.19	\$126.52	\$132.07	\$137.94
1" - Cold Weather		\$88.85	\$90.57	\$92.99	\$97.06	\$101.24
1" - Warm Weather		\$141.17	\$143.85	\$147.71	\$154.18	\$161.00
Commercial, institutional, and industrial (CII) and irrigation inoperable meter rates may be based on past average consumption						
<b>Volume Rates \$/ccf</b>						
Current Rate per ccf (over 6 ccf)	\$0.81					
Single Family Residential						
Tier 1: 0-17 ccf		\$1.72	\$1.75	\$1.80	\$1.88	\$1.96
Tier 2: 17+ ccf		\$2.18	\$2.22	\$2.28	\$2.38	\$2.49
CII (all use)		\$1.94	\$1.98	\$2.03	\$2.12	\$2.22
Irrigation (all use)		\$2.22	\$2.27	\$2.33	\$2.43	\$2.54
<b>Standby Fire Protection (Fixed Bimonthly Charge)</b>						
1.5"	\$4.12	\$4.12	\$4.31	\$4.50	\$4.70	\$4.91
4"	\$40.00	\$54.38	\$56.83	\$59.39	\$62.06	\$64.85
6"	\$60.00	\$157.96	\$165.07	\$172.50	\$180.26	\$188.37
8"	\$80.00	\$157.96	\$165.07	\$172.50	\$180.26	\$188.37
<b>Backflow Prevention (Fixed Bimonthly Charge)</b>						
Per device	\$8.33	\$9.00	\$9.27	\$9.55	\$9.84	\$10.14



## **Executive Committee**

### **Agenda Item: 7**

**Date:** May 2, 2022

**Subject:** Resident's Request for Installment Plan for Connection Charges

**Staff Contact:** Timothy R. Shaw, General Manager

#### **Recommended Committee Action:**

The Executive Committee should review the request received from a current resident on a private well. Then engage staff in discussion and forward an item onto the May 16<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.

#### **Current Background and Justification:**

The District received the subject request on April 26<sup>th</sup> (document associated with this item). The requestor is currently on a private well but wants/needs to switch to a municipal drinking water supply. However, the requestor conveys an affordability issue associated with the cost for connecting to the District's water system (capacity fee, excavation, asphalt cutting and repair).

The capacity fee is the largest component of the connection costs and is the only charge component under the purview of the District. While home builders and developers can evaluate the total cost for building a new home and correspondingly adjust the sales price, the same aspects are not typically available to residents such as this requestor. Accordingly, this requestor is exploring opportunities for relief.

#### **Conclusion:**

If the Executive Committee is amenable, direct staff to draft policies and forms to enhance water capacity affordability via an installment option.

## Tim Shaw

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**From:** n[REDACTED]om>  
**Sent:** Tuesday, April 26, 2022 7:24 PM  
**To:** Tim Shaw; Chris Gifford  
**Subject:** Payment options?

Hello,

I am currently on a well and I wjhas exploring the option of tapping in to city water. I was informed that the cost would be over \$20,000. I was wondering if there are any payment options through the Rio Linda Elverta Water District. Any information would be greatly appreciated.

Thank you for your time,

[REDACTED]



## **Executive Committee Agenda Item: 8**

**Date:** May 2, 2022

**Subject:** CoreLogic Contract

**Staff Contact:** Timothy R. Shaw, General Manager

### **Recommended Committee Action:**

The Executive Committee should engage staff in discussion regarding the required process for public agency contracting, then forward an item onto the May 16<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.

### **Current Background and Justification:**

CoreLogic has been providing services to the District for years. The services provided include property / parcel ownership records, lien reports etc.

Apparently, there has been a merger or consolidation at CoreLogic which CoreLogic has asserted requires the District to execute an agreement. Such agreement includes typical contract language such as indemnity clauses. The authority to agree to contract terms and conditions is the sole authority of a public agencies elected Board. The Board cannot delegate their authority and must consider such contracts at a properly notices public meeting.

Further, public agency contracts must be reviewed by the public agency Legal Counsel, who ultimately represents the public served by the public agency. It is reasonable to assume that Legal Counsel charges for review of the proposed contract will not be negligible.

### **Conclusion:**

I recommend the Executive Committee direct staff to request Legal Counsel review of the proposed CoreLogic contract, and to place an item on the May 16<sup>th</sup> agenda to allow Board consideration of the proposed contract.



## MASTER SERVICES AGREEMENT

This Master Services Agreement (“**MSA**”) is entered into between CoreLogic Solutions, LLC, a California limited liability company, having its principal place of business at 40 Pacifica, Suite 900, Irvine, California 92618, together with its subsidiaries and affiliates (collectively, “**CoreLogic**”) and the customer identified below on this signature page, together with its subsidiaries and affiliates (“**Customer**”) (collectively, the “**Parties**,” or individually, a “**Party**”). This MSA is effective as of the date of 05-01-2022 (the “**Effective Date**”).

This “**Agreement**” consists of: (i) this signature page; (ii) this MSA; (iii) any addendum that may be executed by the Parties from time to time setting forth additional terms related to specific CoreLogic services (each, an “**Addendum**”); and (iv) any written orders for CoreLogic services, together with any related exhibits or purchase orders thereto, executed by the Parties under this MSA (“**SOWs**”), all of which are incorporated herein by this reference.

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the relevant SOW(s). There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This MSA may only be modified by a written document expressly stated for such purpose and executed by the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this MSA to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this MSA.

<b>RIO LINDA ELVERTA COMMUNITY WATER DISTRICT</b> <b>("CUSTOMER")</b>	<b>CORELOGIC SOLUTIONS, LLC</b> <b>("CORELOGIC")</b>
By:	By:
<hr/>	<hr/>
Authorized Signature	Authorized Signature
Name:	Name: Tom Stapleton
Title:	Title:
Date:	Date:
Address:	Address: 40 Pacifica, Suite 900 Irvine, California 92618

**CORELOGIC**  
**STANDARD TERMS AND CONDITIONS**

**1. Agreement Structure.**

1.1 Each SOW executed by the Parties under this MSA shall be subject to these terms and conditions as well as any additional terms and conditions set forth in the Addendum hereunder applicable to such SOW, if any. Each SOW shall specifically reference this MSA, the Addendum to which such SOW is subject, if any, the specific services provided by CoreLogic to Customer (together with any applicable documentation, corrections, bug fixes, updates or other modifications, the “**Services**”), delivery methods, and Fees; and set forth, to the extent applicable: (1) the authorized use of the Services (“**Permitted Applications**”); (2) any third parties authorized to use the Services or Customer’s products incorporating or relying on the Services, as permitted in the Permitted Applications, for their own internal purposes only (“**End Users**”); (3) any entities authorized to use the Services as long as such entity controls, is controlled by, or is under common control with Customer (“**Permitted Affiliate**”); and (4) any independent entities authorized to store, access, process, or use the Services solely on behalf of Customer (“**Permitted Processor**”) (End Users, Permitted Affiliates, and Permitted Processors collectively and as applicable, “**Permitted Users**”).

1.2 When fully executed by authorized signatories of the Parties, each SOW shall be incorporated into, and shall form a part of, this Agreement. Only the CoreLogic entity executing a specific Addendum or SOW shall incur any obligation or liability to Customer under such Addendum or SOW. Only the Customer entity executing a specific Addendum or SOW or named as a Permitted Affiliate shall incur any rights under such Addendum or SOW. The provisions of the various Agreement documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between this MSA, the Addendum and the applicable SOW, the order of precedence shall be as follows, listed in descending order of priority: the SOW; the Addendum; and this MSA.

**2. Ownership.** CoreLogic or its third party licensors own and hold all right, title and interest in and to the Services, including without limitation, all underlying data compilations and information, all materials related to the Services and all patents, trademarks, copyrights and trade secrets (collectively, “Intellectual Property”) derived from the Services, notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources. For the avoidance of doubt, CoreLogic does not own or have any right in and to Customer’s data and other materials received by Customer from its other suppliers.

**3. Fees; Taxes.**

3.1. **Fees.** Customer shall pay CoreLogic the fees for the Services (“Fees”) as set forth in each SOW within 30 days of the date of CoreLogic’s invoice via check, electronic check, wire transfer/ACH, credit card (“Card”), or other payment method agreed by the Parties. If Customer elects to pay any Fees using a Card or via any electronic invoicing system or portal (“Invoicing Portal”), it may be subject to additional fees. In the event that Customer reasonably disputes any portion of an invoice and provides written notice and documentation of such dispute, the Parties shall resolve such dispute in good faith, provided that in all cases, Customer shall timely pay the undisputed portion of any disputed invoice. If Customer does not deliver a notice of dispute within such 30 day period, Customer shall be deemed to have agreed to the Fees set forth therein. If full payment is not made in compliance with this Section 3.1 or the applicable SOW, Customer may be assessed a late charge equal to 1½ percent of the unpaid amount per month, or the maximum limit permitted by law, whichever is less. If Customer fails to pay any past due Fees not reasonably in dispute within 30 days of CoreLogic’s written notice of such delinquency, CoreLogic, at its sole option, may suspend access or delivery of any Services provided under this Agreement until all past due charges and any related late charges are paid, or terminate the applicable SOW(s). During any period for which access or delivery of the Services is suspended, Customer shall continue to incur and pay any Fees due.

3.2. **Taxes.** Fees are exclusive of taxes. Customer shall be responsible for all legally required taxes, duties, or other assessments imposed upon the Services, exclusive of any income taxes imposed upon CoreLogic. When CoreLogic has the legal obligation to collect taxes, the appropriate amount shall be added to CoreLogic’s invoice via a separate line item and paid by Customer, unless Customer provides CoreLogic with a valid tax exemption certificate prior to issuance of the invoice. Such certificate must be in a form authorized by the appropriate taxing authority.

**4. Trademarks.** No right or license for either Party to use the trademarks or service marks (collectively, the “Marks”) of the other Party is granted under this Agreement, except that Customer shall have the limited right to use the Marks solely as they appear in the Services. Neither Party shall use the Marks of the other in any advertising or promotional material nor shall Customer disclose CoreLogic as a data source to any third party, except for such disclosures required by federal, state or local government law or regulations, or as otherwise may be prior authorized in writing by the other Party. Customer shall not remove, alter or obscure any Marks or proprietary notices contained in the Services or other materials provided by CoreLogic. For purposes of clarification, maintaining such Marks or proprietary notices in the Services or other materials provided by CoreLogic shall not be considered by CoreLogic to be a disclosure by Customer of CoreLogic as a data source.

**5. Compliance with Law; CCPA.**

5.1 **Compliance with Law.** CoreLogic’s provision of the Services and Customer’s use of the Services shall comply with all applicable laws, statutes, ordinances and regulations, including if and to the extent applicable, the Gramm-Leach Bliley Act of 1999 (15 U.S.C. Section 6801 et seq.) and the regulations promulgated thereunder and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information. Unless otherwise expressly stated in a SOW, Customer agrees and acknowledges that the Services are not “consumer reports” as defined in the Fair Credit Reporting Act, 15 U.S.C. 1681, et. seq., and Customer shall not use, or permit any End User to use, the Services in whole or in part for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance, employment purposes, or any other purpose enumerated in 15 U.S.C. 1681b.

5.2 **California Consumer Privacy Act (CCPA)** This Section 5.2 applies to the extent that either Party receives personal information of California consumers (“Personal Information”) from the other Party for the purpose of providing services for the other Party under a SOW that is not otherwise subject to an exception or exclusion under the CCPA, provided that such SOW does not also permit the Personal Information to be licensed, resold, or redistributed to third parties. The Party providing the services is a “service provider” and the Party receiving the services is a “business” as defined by the CCPA (Cal. Civ. Code §§ 1798.100 et seq.) and the CCPA Regulations (Title 11, Div. 1, Ch 20. §§ 999.300 et seq.). The service provider will comply with the provisions set forth in § 999.314 (Service Providers), or successor provision, of the CCPA Regulations.

**6. Confidentiality**

6.1. **Confidential Information.** Each Party may obtain nonpublic information from the other Party that is confidential and proprietary in nature (“Confidential Information”). Such Confidential Information includes, but is not limited to, the terms of this Agreement, the Services and any information relating thereto, information regarding a Party’s current, future and proposed products and services, product designs, plans and roadmaps, prices and costs, trade secrets, patents, patent applications, development plans, ideas, samples, media, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents, data, formulas, financial information, procurement requirements, customer lists, suppliers, investors, employees, business and contractual



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relationships, sales and marketing plans, Personal Information, nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act (15 U.S.C. Section 6809) and any implementing regulations or guidelines, and any other information the receiving Party knows or reasonably ought to know is confidential, proprietary, or trade secret information of the disclosing Party. Confidential Information may be written or verbal. Confidential Information also includes any and all third-party nonpublic information provided to the receiving Party by the disclosing Party.

**6.2. Obligations.** The Parties agree that at all times, and notwithstanding the termination or expiration of this Agreement, they shall hold all Confidential Information of the other Party in strict confidence and trust, and shall not use, reproduce or disclose the Confidential Information of the other Party to any person or entity except as specifically permitted in this Agreement. Any reproduction of Confidential Information shall remain the property of the disclosing Party and shall contain all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the disclosing Party. Each Party may disclose Confidential Information of the other Party only to those of its contractors, consultants and advisors (collectively, "Representatives") who have previously agreed to be bound by confidentiality terms and conditions at least as restrictive as those set forth in this Agreement and who have a need to know such information. The receiving Party shall be responsible for any use of the disclosing Party's Confidential Information by the receiving Party's Representatives. The receiving Party shall promptly notify the disclosing Party upon confirming any loss or unauthorized disclosure of the disclosing Party's Confidential Information. Within 30 days of the disclosing Party's request, the receiving Party shall destroy the disclosing Party's Confidential Information and certify such destruction in writing signed by an authorized representative of the receiving Party.

**6.3. Exclusions to Confidentiality.** The restrictions on use and disclosure of Confidential Information set forth in Section 6.2 shall not apply to the extent the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving Party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by the receiving Party or a third party without reference or access to the disclosing Party's Confidential Information; or (v) is otherwise agreed upon in writing by the Parties not to be subject to the restrictions set forth in Section 6.2. Notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources, the Services and any of CoreLogic's databases used in deriving the Services are proprietary, copyrighted and trade secrets of CoreLogic and, for the avoidance of doubt, are not excluded under this Section 6.3 from the restrictions on use and disclosure set forth in Section 6.2. For clarification purposes, the foregoing sentence applies only to the Services and does not limit Customer's ability to use information obtained from other sources.

**6.4. Disclosures Required by Law.** The receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation, subpoena or court order, provided that, to the extent legally permitted: (i) the receiving Party shall provide the disclosing Party with at least 10 days' prior notice of such disclosure, (ii) the receiving Party shall disclose only that portion of the Confidential Information that is legally required to be furnished, (iii) the receiving Party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information; and (iv) the receiving Party allows the disclosing Party to intervene in the action at its own cost.

**7. Information Security.** Each Party shall implement or have an information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of consumer information; (ii) protect against

any anticipated threats or hazards to the security or integrity of consumer information; (iii) protect against unauthorized access to or use of consumer information that could result in substantial harm or inconvenience to any consumer; (iv) notify the other Party of a security breach that materially impacts such Party's Confidential Information and (v) ensures disposal of the consumer information in a secure manner. CoreLogic will furnish copies of applicable SSAE 18 or equivalent reports it has in its control for processing Services to Customer upon request. Customer is responsible for all activities that occur within Customer's assigned CoreLogic account(s), excluding CoreLogic's actions within such accounts. Customer shall: (i) prevent unauthorized access to, or use of, the CoreLogic provided applications (if any), and notify CoreLogic promptly of any such unauthorized access or use of which Customer becomes aware; (ii) ensure that a user login is used by only one person (a single login shared by multiple persons is not permitted); and (iii) maintain the security of its users' CoreLogic account names and passwords.

**8. Business Continuity.** CoreLogic shall maintain appropriate contingency plans providing for continued operation in the event of a catastrophic event affecting CoreLogic business operations. CoreLogic will furnish a summary of its business continuity policies and practices to Customer upon request.

**9. Indemnification.**

**9.1. Indemnification by CoreLogic.**

(a) CoreLogic shall indemnify, defend and hold Customer harmless from and against any losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against Customer by a third party to the extent it is based on a claim that the Services infringe a United States Intellectual Property right (each, an "**Infringement Claim**"). CoreLogic's obligations with respect to this Section 9.1 are conditioned upon: (i) Customer providing CoreLogic prompt written notice of the Infringement Claim or threat thereof; (ii) Customer giving CoreLogic full and exclusive authority to conduct the defense and settlement of the Infringement Claim and any subsequent appeal; and (iii) Customer giving CoreLogic all information and assistance reasonably requested by CoreLogic in connection with the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal.

(b) In addition to CoreLogic's indemnification obligations under Section 9.1(a) above, if an Infringement Claim has been made, or in CoreLogic's opinion is likely to be made, CoreLogic may, at its sole option and expense: (i) procure for Customer the right to continue using the Services; (ii) replace the applicable Services with substantially similar services; (iii) modify the Services so that it becomes non-infringing but maintains substantially similar functionality; (iv) instruct Customer to terminate its use of the affected Services and, in such instance, refund to Customer a pro-rata amount of any prepaid Fees actually paid by Customer for the unused portion of such Services. If Customer does not accept or comply with CoreLogic's chosen option, CoreLogic shall have no obligation to indemnify Customer for the Infringement Claim to the extent resulting from such refusal or noncompliance.

(c) Notwithstanding the foregoing, CoreLogic shall have no obligation to indemnify Customer to the extent an Infringement Claim arises from (i) the combination, operation or use of the Services with any other software, data, products or materials not supplied by CoreLogic, (ii) the use of the Services other than as expressly provided in the Permitted Applications or otherwise in violation of the terms and conditions of this Agreement; (iii) the alteration or modification of the Services by any person other than CoreLogic; (iv) CoreLogic's compliance with Customer's designs, specifications or instructions.

(d) THIS SECTION 9.1 SETS FORTH CORELOGIC'S ENTIRE LIABILITY AND SOLE INDEMNIFICATION OBLIGATIONS TO CUSTOMER WITH RESPECT TO ANY THIRD PARTY CLAIMS.

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**9.2. Indemnification by Customer.** Except for CoreLogic's indemnity obligations set forth in Section 9.1, Customer shall indemnify, defend and hold CoreLogic harmless from and against all losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against CoreLogic by a third party to the extent it is based on: (i) the use of the Services by the Customer or its Permitted Users (as defined in the applicable Addendum or set forth in the applicable SOW), and/or (ii) Customer's provision of or CoreLogic's use of any data, documentation or other materials provided by Customer under this Agreement. CoreLogic shall control the defense and any settlement of such claim, and Customer shall cooperate with CoreLogic in defending against such claim.

**10. Term; Termination.**

**10.1. Term.** This MSA shall commence on the Effective Date. Provided there are no active SOWs in place, either Party may terminate this MSA without cause upon notice to the other Party. The term of each SOW is as specified in such SOW.

**10.2. Termination for Cause.** A SOW may be terminated by either Party if the other Party breaches any provision of such SOW, including a provision of this Agreement: (i) upon at least 30 days' notice to the breaching Party if such breach is capable of being cured and the breaching Party does not cure such breach within the 30 day period; or (ii) immediately upon notice to the breaching Party for a breach of any license grant, breach of Section 5 (Compliance with Law), or if such breach is not capable of being cured. Additionally, in the event of a breach of any license grant by Customer, CoreLogic may immediately suspend access to or delivery of the Services and/or all obligations of CoreLogic under this Agreement related to such Services shall cease until such breach is remedied. During any period for which access or delivery of the Services is suspended, Customer shall continue to incur and pay any Fees due

**10.3. Termination for Insolvency.** Either Party may immediately terminate this MSA upon written notice to the other Party in the event the other Party: (i) becomes insolvent; (ii) files, submits, initiates, agrees to or is subject to any bankruptcy petition, conservatorship, request or petition for appointment of a receiver, or demand or application for voluntary or involuntary dissolution; or (iii) makes a general assignment for the benefit of its creditors. In the event that Customer files bankruptcy, Customer agrees that, upon the written direction by CoreLogic, CoreLogic is a critical vendor under the Bankruptcy Code and will continue to be treated as a critical vendor throughout the bankruptcy case. In the event that the Customer files bankruptcy, Customer agrees that this Agreement is subject to Section 365 of the Bankruptcy Code. In the event that Customer files bankruptcy, Customer consents that the automatic stay is hereby lifted with regard to the amounts owed by Customer to CoreLogic without need for further court order by CoreLogic.

**10.4. Effects of Termination.** Upon expiration or termination of a SOW, all license rights granted by CoreLogic to Customer pursuant to such SOW shall terminate and Customer shall promptly pay CoreLogic in full for all Services accessed, ordered, or delivered. Customer acknowledges that Fees are based on a minimum term. If any SOW is terminated due to Customer's breach, Customer shall, if applicable, promptly pay CoreLogic the full amount of any outstanding Fees for the remainder of the applicable term. Notwithstanding the foregoing, the Parties agree that if Customer orders or continues to use the Services after the expiration or termination of the applicable SOW, and CoreLogic accepts such orders or delivers such Services, then such orders and use of the Services shall be governed by the terms and conditions of this Agreement; provided, however, that acceptance by CoreLogic of any order or delivery of any Services after the expiration or termination of the SOW shall not be considered an extension or renewal of the applicable SOW, nor obligate CoreLogic to accept any future orders or continue to deliver the Services.

**11. Disclaimer.** CERTAIN SERVICES ARE BASED UPON DATA COLLECTED FROM PUBLIC RECORDS SOURCES. UNLESS OTHERWISE SET FORTH IN AN ADDENDUM OR SOW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, AVAILABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO CORELOGIC), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

**12. Limitation of Liability.** EXCEPT FOR CORELOGIC'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO ANY SOW UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO CORELOGIC UNDER SUCH SOW DURING THE 3 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THE APPLICABLE SOW ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORELOGIC, OR ANY PROVIDER OF INFORMATION USED BY CORELOGIC IN PREPARING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

**13. Customer Oversight; Regulatory Oversight; Pre-Screening of CoreLogic Personnel.**

**13.1. Customer Oversight** CoreLogic agrees to provide an annual due diligence package which will include: (i) an information security program overview; (ii) a business continuity program overview; and (iii) a SSAE 18 or equivalent SOC report. Customer, upon request, will also be entitled to review via a secure data portal, CoreLogic's policies, standards, and collateral evidence of security controls. In addition, CoreLogic agrees to conduct quarterly client audits (each a "Quarterly Audit") for its clients to verify that CoreLogic understands and is capable of complying with its obligations under this Agreement and applicable law. Customer (subject to a non-disclosure agreement reasonably acceptable to CoreLogic) will be able to participate in the Quarterly Audit once per calendar year, which will include the ability for Customer to perform a limited inspection of CoreLogic's premises under CoreLogic's supervision, provided that Customer shall not have access to files or systems that contain information of other customers. If any Quarterly Audit results in a finding that the Parties agree constitutes CoreLogic's noncompliance with the material terms of this Agreement, CoreLogic shall take reasonable steps to remedy such finding or provide Customer with a detailed report as to why it cannot be remedied.

**13.2. Regulatory Oversight.** If Customer is required to grant audit rights to a regulator having jurisdiction over Customer under applicable law ("Regulator") to verify CoreLogic's performance under the Agreement, Customer shall promptly provide written notice to CoreLogic of such request, and any information provided by CoreLogic shall be treated as CoreLogic's Confidential Information. CoreLogic shall reasonably cooperate with such examination.

**13.3 Pre-Screening of CoreLogic Personnel.** CoreLogic agrees prior to any employee providing Services to Customer pursuant to this Agreement, CoreLogic shall, to the extent permitted by applicable law, have administered the following background screening guidelines: (i)

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social security number verification (verifies and analyzes social security numbers to match previous address information and potential alias); (ii) criminal background check (for the past 10 years or to the extent permitted by applicable law); (iii) employment verification; (iv) education verification (highest degree attained); (v) where required by applicable law, employee's enrollment in and participation in the requisite federal work authorization program; (vi) drug screen, (vii) Extended Global Sanctions Search (including an Office of Foreign Asset Control (OFAC) check); (viii) credit history (for certain positions) and (ix) driving record history (for certain positions).

#### **14. GENERAL PROVISIONS.**

**14.1. Relationship of Parties.** The Parties acknowledge that this is a business relationship based on the express provisions of this Agreement, they are independent of each other, and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement. Neither Party is the legal representative or agent of, nor has the power or right to obligate, direct or supervise the daily affairs of the other Party, and neither Party shall act, represent or hold itself out as such. Notwithstanding any use of the term "partner" in this Agreement or any Services, product or programs made available to Customer, the Parties do not intend to create any legal relationship or partnership between each other, and neither Party will assert to any third party or otherwise claim that such a legal relationship exists between each other.

**14.2. Notices.** All notices required under this Agreement shall be sent to the addresses on the signature page of this Agreement, and, if the notice relates to a specific SOW, to any additional addresses listed in such SOW, to the attention of the signatories, with a copy to the Legal Department of the Party. All notices under this Agreement shall be deemed given: (i) when delivered by hand; (ii) one day after being sent by commercial overnight courier with written verification of receipt; or (iii) five days after being sent by registered or certified mail, return receipt requested, postage prepaid. Either Party may change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it will become effective.

**14.3. Assignment.** Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement without CoreLogic's prior written consent, which shall not be unreasonably withheld. A change in control of Customer constitutes an assignment under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of this Agreement by CoreLogic. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

**14.4. Severability.** If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

**14.5. No Waiver.** Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

**14.6. Injunction.** Customer acknowledges that the Services are a valuable commercial product, the development of which involved the expenditure of substantial time and money. Any violation of the licenses granted hereunder, confidentiality obligations or infringement or misappropriation of CoreLogic's intellectual property rights may result in irreparable harm to CoreLogic, for which CoreLogic may not have adequate remedy in money or damages, and CoreLogic may seek injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

**14.7. Force Majeure.** Neither Party shall be liable for any failure or delay in its performance under this Agreement or interruption of service, resulting directly or indirectly, from circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), act of any government, any acts of God, pandemic, civil or military authority, labor disputes, shortages of suitable parts, materials or labor, or any similar cause); provided that it notifies the other Party as soon as practicable and uses commercially reasonable efforts to resume performance.

**14.8. Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of California, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either Party in a court of competent jurisdiction located in Orange County, California, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

**14.9. Insurance.** CoreLogic shall carry and maintain at all times during the term of this Agreement, the lines of insurance coverage with minimum policy limits as follows: (i) Workers' Compensation with limits as required by applicable statute; (ii) Employers' Liability with limits of \$1,000,000.00, per accident or disease and policy limit; (iii) Commercial General Liability with limits of \$1,000,000.00, combined single limit bodily injury and property damage, per occurrence and \$2,000,000 in the aggregate; (iv) Business Automobile Liability with limits of \$1,000,000.00, combined single limit, each accident; and (v) Professional (Errors and Omissions) and Cyber Liability coverage with a minimum combined single limit of \$2,000,000. CoreLogic shall use an insurance provider having an A.M. Best Company rating of A- or better with financial size category of X or higher.

**14.10. No Third Party Beneficiaries.** CoreLogic and Customer agree that this Agreement, including each Addendum and each SOW, are for the benefit of the entities executing such document(s) and are not intended to confer any rights or benefits on any third party, including any employee or client of either entity executing such document(s), and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

**14.11. Survival.** The following sections shall survive the expiration or termination of this Agreement: 2 (Ownership); 3 (Fees; Taxes); 6 (Confidentiality); 9 (Indemnification); 10.4 (Effects of Termination); 11 (Disclaimer); 12 (Limitation of Liability); and 14 (General Provisions).

**14.12. Construction.** Section headings of this Agreement have been added solely for convenience of reference and shall have no effect upon construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular shall include the plural and vice-versa. The words "include," "includes" and "including" shall mean "include without limitation," "includes without limitation" and "including without limitation," it being the intention of the Parties that any listing following thereafter is illustrative and not exclusive or exhaustive. All references to "days" shall mean calendar days, unless otherwise specified. The Parties acknowledge that this Agreement was prepared by both Parties jointly, and any uncertainty or ambiguity shall not be interpreted against any one Party.

**14.13. Counterparts.** This Agreement and each Addendum and SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory is bound until all Parties have duly executed this Agreement. Any signature executed and/or transmitted by electronic means, facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this Agreement.

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## LICENSING ADDENDUM TO MASTER SERVICES AGREEMENT

This Licensing Addendum ("Licensing Addendum") is entered into between CoreLogic Solutions, LLC, together with its subsidiaries and affiliates (collectively, "CoreLogic") and the customer identified below in the signature block to this Licensing Addendum, together with its subsidiaries and affiliates ("Customer") (collectively, the "Parties," or individually, a "Party"). This Licensing Addendum is subject to the 05-01-2022 Master Services Agreement and all subsequent amendments, exhibits, or attachments thereto ("MSA") between CoreLogic and Customer. Capitalized terms used without definition in this Addendum have the meanings ascribed to them in the MSA. This Licensing Addendum is effective as of 05-01-2022

### 1. LICENSE.

- 1.1 **License Grant.** Subject to the terms and conditions of this Licensing Addendum and the MSA, CoreLogic grants to Customer and Permitted Users a non-exclusive, non-transferable, limited license to use the Services set forth in each SOW solely for the Permitted Applications for each of the Services. There are no implied licenses under this Licensing Addendum or the MSA. All rights not expressly granted herein are reserved.
- 1.2 **License Restrictions.** Customer and Permitted Users shall not use the Services for any purposes other than the Permitted Applications in the applicable SOW. Without limiting the foregoing, and except to the extent expressly authorized in the Permitted Applications in the applicable SOW, Customer and Permitted Users shall not: (i) disclose, disseminate, reproduce or publish any portion of the Services in any manner; (ii) use the Services to create models, analytics, derivative products or other derivative works; (iii) disassemble, decompile or reverse engineer CoreLogic's Confidential Information or any portion of the Services; (iv) allow access to the Services through any servers located outside of Customer's or any Permitted Users' network; (v) use or store the Services outside the United States or Canada; or (vi) use the Services in any way that is defamatory, threatening or harassing.
- 1.3 **Destruction Of Services.** Within 30 days of expiration or termination of a SOW, Customer shall, to the extent reasonably practicable, destroy all Services in Customer's possession or control delivered under the terminated SOW(s) and, upon request by CoreLogic, certify in writing signed by an officer of Customer that all Services have been destroyed. If such Services are not destroyed in accordance with the foregoing, Customer shall pay CoreLogic the Fees ordinarily and reasonably charged by CoreLogic for the Services until such time as such Services are destroyed by Customer. Notwithstanding the foregoing, Customer may retain a copy of the Services in an archival database, as required for regulatory compliance or internal record-keeping, and for no other use, commercial or otherwise.

### 2. CUSTOMER ACKNOWLEDGEMENT.

Customer acknowledges and agrees to the following:

- 2.1 **Availability of Data.** The availability of data elements in the Services varies substantially from area-to-area, and circumstances may exist or arise that prevent CoreLogic from providing such data or achieving complete representation of all data elements in the Services. Notwithstanding anything to the contrary, CoreLogic may limit or discontinue the provision of the Services for geographic locations where: (i) CoreLogic is restricted by rules, regulations, laws or governmental entities; (ii) CoreLogic has discontinued the collection of data; or (iii) CoreLogic is prohibited by third party providers. In addition, CoreLogic may discontinue any Services it no longer generally provides to its customers, and upgrade or change the support, delivery and maintenance of any Services.
- 2.2 **Limitations of Services.**
  - 2.2.1 The Services do not constitute an appraisal of any subject property, and do not include a physical or visual inspection of any subject property or an analysis of current market conditions by a licensed or certified appraiser. The condition of any subject property and current market conditions may greatly affect the validity of the Services. Customer shall not use the Services in lieu of a walk-through appraisal or other form of appraisal by a certified appraiser.
  - 2.2.2 Customer shall not construe the Services as a representation by CoreLogic as to the condition of title to real property. The Services may not include all recorded conveyances, instruments or documents that impart constructive notice with respect to any chain of title described in the Services.

- 2.3 Use of Data.** CoreLogic may use non-personally identifiable information provided by Customer for statistical purposes, product enhancement, marketing analysis and related purposes. For purposes of this Licensing Addendum, “non-personally identifiable information” means aggregated and anonymized data which does not identify a specific person or organization.

**3. PERMITTED USERS.**

Before providing any Services to a Permitted User, Customer shall require the Permitted User to agree in writing that its use of the Services will comply with the Permitted Applications contained in the applicable SOW. Such agreement also shall name CoreLogic as an express third party beneficiary to the agreement. Notwithstanding the foregoing, Customer shall remain fully responsible for any use of the Services by its Permitted Users.

**4. AUDITS.**

Upon 5 days’ prior written notice, CoreLogic may audit Customer for purposes of ensuring Customer’s compliance with the terms and conditions of the Agreement. CoreLogic may choose the auditor in its sole discretion. CoreLogic or its designee may, during the course of such examination, make copies or extracts of Customer’s books and records relating to Customer’s compliance with the terms of the Agreement. CoreLogic shall treat all information reviewed during an audit as confidential.

Any such audit shall take place during regular business hours, shall not unreasonably disrupt Customer’s operations, and shall be conducted under Customer’s supervision. If the audit indicates there is a breach in Customer’s compliance with the Agreement, Customer shall pay for the cost of such audit. Additionally, in the event CoreLogic finds that Customer has underpaid the Fees due to CoreLogic, Customer shall, within 30 days of discovery of such underpayment, remit to CoreLogic the full amount of such underpayment. If Customer does not cooperate with CoreLogic’s request to audit for compliance, Customer shall be deemed to be in breach of the Agreement, for which CoreLogic may immediately terminate the Agreement.

**6. SURVIVAL.**

The following sections shall survive the expiration or termination of this Licensing Addendum: 1.2 (License Restrictions), Section 4 (Audits) and Section 5 (Survival).

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties have caused this Licensing Addendum to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Licensing Addendum.

<b>RIO LINDA ELVERTA COMMUNITY WATER DISTRICT ("CUSTOMER")</b>	<b>CORELOGIC SOLUTIONS, LLC ("CORELOGIC")</b>
By:	By:
_____	_____
Authorized Signature	Authorized Signature
Name:	Name: Tom Stapleton
Title:	Title:
Date:	Date:
Address:	Address: 40 Pacifica, Suite 900 Irvine, California 92618
Facsimile:	Facsimile: (949)214-1030



## STATEMENT OF WORK FOR RISK ANALYSIS SERVICES

This Statement of Work ("SOW") is between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic") and RIO LINDA ELVERTA COMMUNITY WATER DISTRICT ("Customer") (collectively, the "Parties", or individually, a "Party"). This SOW is subject to the Master Services Agreement and the Licensing Addendum of even date herewith, and all subsequent amendments, exhibits, or attachments between the Parties (collectively, the "Agreement"). This SOW is effective as of the date of the last signature below ("SOW Effective Date"). The Parties agree as follows:

- I. **SERVICES, DELIVERY & FEES:** CoreLogic shall provide Customer with the Services listed in the attached Exhibit detailing Services, Delivery and Fee information ("Fee Schedule") via the specified delivery method. If the Fee Schedule indicates that an exhibit is attached, the additional terms and conditions set forth in the exhibit apply to the Service.
- II. **ADDITIONAL FEE INFORMATION:**
  - A. **Monthly Minimum Fee:** Customer shall pay to CoreLogic monthly minimum fee per month as set forth in the Fee Schedule ("Monthly Minimum Fee"). The Fees accrued each month for the Services apply towards satisfying the Monthly Minimum Fee for such month. Fees accrued in excess of the Monthly Minimum Fee in a given month do not carry-over towards satisfying the Monthly Minimum Fee for any other month.
- III. **PERMITTED APPLICATIONS:** The Services shall be used solely for the applications specified below in accordance with the terms and conditions of this Agreement.
  - A. **Customer's Use:**
    1. **Internal Use:** Customer shall use the Services solely for Customer's own internal business purposes of risk management. Customer shall not resell, relicense or redistribute the Services in whole or in part.
- IV. **SOW TERM AND RENEWAL:** The term of this SOW is for 3 months, commencing on the SOW Effective Date ("Term"). Thereafter, the term shall not renew, unless mutually agreed upon by the Parties in writing via an amendment to the SOW.
- V. **EXECUTION:** This SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this SOW is executed in counterparts, no signatory is bound until all Parties have duly executed this SOW and all Parties have received a fully executed SOW. The Parties acknowledge that any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this SOW. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

[SIGNATURES ON FOLLOWING PAGE]



**THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW.**

<b>RIO LINDA ELVERTA COMMUNITY WATER DISTRICT</b> <b>("CUSTOMER")</b>	<b>CORELOGIC SOLUTIONS, LLC</b> <b>("CORELOGIC")</b>
By:	By:
<hr/>	<hr/>
Authorized Signature	Authorized Signature
Name:	Name: Tom Stapleton
Title:	Title:
Date:	Date:
Address:	Address: 40 Pacifica, Suite 900 Irvine, California 92618

## FEE SCHEDULE EXHIBIT

### Risk Analysis Services, Delivery & Fee Schedule

CoreLogic shall deliver the Services to Customer via any of the following delivery platforms, as applicable: (i) CoreLogic's secure, password-protected Internet site: realquest.com ("RealQuest"); or (ii) RealQuest Self-Service Batch; or (iii) Connect2Data XML as further described in the Connect2Data Requirements above ("C2D XML"); or (iii) CoreBatch; or (iv) the following Third Party Platforms: Ellie Mae's Encompass ("Encompass"); Calyx Point; CounselorDirect; Mortgage Cadence Portal ("Mortgage Cadence"); DRI Default Portal ("DRI"); Dorado's Channel Master Portal ("Dorado"); RealEC Portal ("RealEC"); and QuestSoft Compliance EAGLE.

RQ Migration Observation Package \$134.75 per month				
Services	Base Fees (per report / record)	Code	# of Reports/ Records Included per Month	Overage Price(per report/ record)
Property Detail	\$0.00	IQ2RPQ	0	\$0.00
Comparable Sales - Detailed	\$0.00	IQ2RWQ	0	\$0.00
Street Map Plus	\$0.00	IQ2SMQ, IQ2MSQ, IQ2MVQ	0	\$0.00
Full Transaction History	\$0.00	IQ2TRQ	0	\$0.00
Foreclosure Activity/Detail	\$0.00	IQ2FRQ	0	\$0.00
Parcel Map/Assessor Map	\$0.00	IQ2MSQ, IQ2MPQ	0	\$0.00
Flood Map	\$0.00	IQ2FMQ	0	\$0.00
Neighborhood Information	\$0.00	IQ2NIQ	0	\$0.00
Legal And Vesting	\$0.00	IQ2RLQ	0	\$0.00
Voluntary Lien	\$0.00	IQ2LNQ	0	\$0.00
Voluntary and Involuntary Lien	\$0.00	IQ2TLQ	0	\$0.00
Principal Data	\$0.00	IQ2PDQ	0	\$0.00
Foreclosure Indicator	\$0.00	IQ2FHQ	0	\$0.00
For Sale Indicator	\$0.00	IQ2FSQ	0	\$0.00
Listing And Market Activity Report	\$0.00	IQ2LMQ	0	\$0.00
Custom Search: Standard Property Detail	\$0.00	IQ2REQ	0	\$0.00
Custom Search: Transaction Information	\$0.00	IQ2ETQ	0	\$0.00
Custom Search: Property Characteristics	\$0.00	IQ2ECQ	0	\$0.00
Custom Search: Mortgage Information	\$0.00	IQ2EMQ	0	\$0.00

Custom Search: Expanded Property Characteristics	\$0.00	IQ2EXQ	0	\$0.00
Custom Search: Specialty Fields	\$0.00	IQ2ESQ	0	\$0.00
Document Image	\$0.00	IQ2IAQ, IQ2IBQ, IQ2IFQ, IQ2IHQ, IQ2IMQ, IQ2IRQ, IQ2ISQ, IQ2ITQ	10	\$4.50
Market Portal	\$0.00	IQ2DPQ	10	\$1.50
Property Detail Batch Data	\$0.00	IQ2BPQ	100	\$0.85
Property Detail Batch Full Report	\$0.00	IQ2FPQ	100	\$0.10
Voluntary & Involuntary Lien Batch Data	\$0.00	IQ2BUQ	100	\$11.00
Voluntary & Involuntary Lien Batch Full Report	\$0.00	IQ2FUQ	100	\$2.00
Listing and Market Activity Batch Data	\$0.00	IQ2BLQ	100	\$3.50
Listing and Market Activity Batch Full Report	\$0.00	IQ2FLQ	100	\$1.00
Listing History Batch Data	\$0.00	IQ2BHQ	100	\$2.50
Listing History Batch Full Report	\$0.00	IQ2FHQ	100	\$0.63

**GEOGRAPHIC COVERAGE EXHIBIT**

- RQ Migration Observation Package - Multi-States
  - Package - \$134.75 per month
  - States included:



## **Executive Committee Agenda Item: 9**

**Date:** May 2, 2022

**Subject:** Expenditure Report

**Staff Contact:** Timothy R. Shaw, General Manager

### **Recommended Committee Action:**

The Executive Committee should review the Finance Reports of the District for the month of March 2022, then forward the report onto the May 16, 2022 Board agenda with the Committee's recommendation for Board approval.

### **Current Background and Justification:**

The financial reports are the District's balance sheet, profit and loss, and capital improvements year to date. This report provides the snapshot of the District's fiscal health for the period covered.

### **Conclusion:**

Consistent with District policies, these financials are to be reviewed by this committee and presented to the Board of Directors to inform them of the District's current financial situation.

**Rio Linda Elverta Community Water District  
Expenditure Report  
March 2022**

Type	Date	Num	Name	Memo	Amount
Liability Check	03/09/2022	EFT	QuickBooks Payroll Service	For PP Ending 03/05/22 Pay date 03/10/22	17,851.84
Liability Check	03/10/2022	EFT	CalPERS	For PP Ending 03/05/22 Pay date 03/10/22	3,007.85
Liability Check	03/10/2022	EFT	CalPERS	For PP Ending 03/05/22 Pay date 03/10/22	1,149.24
Liability Check	03/10/2022	EFT	Internal Revenue Service	Employment Taxes	6,971.88
Liability Check	03/10/2022	EFT	Employment Development	Employment Taxes	1,350.32
Liability Check	03/10/2022	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,617.86
Bill Pmt -Check	03/10/2022	EFT	Adept Solutions	Computer Maintenance	1,208.00
Bill Pmt -Check	03/10/2022	EFT	Comcast	Phone/Internet	280.97
Bill Pmt -Check	03/10/2022	EFT	PG&E	Utilities	145.37
Bill Pmt -Check	03/10/2022	EFT	Republic Services	Utilities	95.01
Bill Pmt -Check	03/10/2022	EFT	Umpqua Bank Credit Card	Computer, Office, Postage,Pump Maint, Shop Supplies, Staff Training	3,492.51
Bill Pmt -Check	03/10/2022	EFT	Voyager	Transportation Fuel	262.18
Check	03/10/2022	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
Transfer	03/10/2022	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	44,526.00
Bill Pmt -Check	03/10/2022	2049	Teamsters	Union Dues	684.00
Bill Pmt -Check	03/10/2022	2050	ABS Direct	Printing & Postage	217.56
Bill Pmt -Check	03/10/2022	2051	ACWA/JPIA Powers Insurance Authority	EAP	23.80
Bill Pmt -Check	03/10/2022	2052	Affordable Heating & Air	Building Maintenance	135.00
Bill Pmt -Check	03/10/2022	2053	BSK Associates	Lab Fees	454.50
Bill Pmt -Check	03/10/2022	2054	Corelogic Solutions	Metro Scan	134.75
Bill Pmt -Check	03/10/2022	2055	EKI Environment & Water	Engineering	5,000.00
Bill Pmt -Check	03/10/2022	2056	Intermedia.net	Phone/Internet	85.15
Bill Pmt -Check	03/10/2022	2057	O'Reilly Automotive	Transportation Maintenance	42.75
Bill Pmt -Check	03/10/2022	2058	Quill	Office Expense	123.88
Bill Pmt -Check	03/10/2022	2059	Rio Linda Elverta Recreation & Park	Meeting Expense	50.00
Bill Pmt -Check	03/10/2022	2060	Rio Linda Hardware & Building Supply	Shop Supplies	157.74
Bill Pmt -Check	03/10/2022	2061	Sierra Chemical Company	Treatment	2,045.08
Bill Pmt -Check	03/10/2022	2062	SMUD	Utilities	14,111.52
Bill Pmt -Check	03/10/2022	2063	State Water Resource Control Board	Permit: Annual Water System Fees	25,974.27
Bill Pmt -Check	03/10/2022	2064	State Water Resource Control Board	Permit: Annual Waste Discharge Fees	763.00
Bill Pmt -Check	03/10/2022	2065	UniFirst Corporation	Uniforms	342.79
Bill Pmt -Check	03/10/2022	2066	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	03/17/2022	EFT	ARCO	Transportation Fuel	623.33
Liability Check	03/23/2022	EFT	QuickBooks Payroll Service	For PP Ending 03/19/22 Pay date 03/24/22	18,526.97
Liability Check	03/24/2022	EFT	CalPERS	For PP Ending 03/19/22 Pay date 03/24/22	3,007.85
Liability Check	03/24/2022	EFT	CalPERS	For PP Ending 03/19/22 Pay date 03/24/22	1,149.24
Liability Check	03/24/2022	EFT	Internal Revenue Service	Employment Taxes	7,206.82
Liability Check	03/24/2022	EFT	Employment Development	Employment Taxes	1,452.17
Liability Check	03/24/2022	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,628.09
Liability Check	03/24/2022	EFT	Kaiser Permanente	Health Insurance	1,777.00
Liability Check	03/24/2022	EFT	Principal	Dental & Vision Insurance	1,724.51

**Rio Linda Elverta Community Water District  
Expenditure Report  
March 2022**

Type	Date	Num	Name	Memo	Amount
Liability Check	03/24/2022	EFT	Western Health Advantage	Health Insurance	10,909.42
Bill Pmt -Check	03/24/2022	EFT	Verizon	Field Communication, Field IT	482.61
Bill Pmt -Check	03/28/2022	EFT	WageWorks	FSA Administration Fee	76.25
Check	03/24/2022	2067	Customer	Hydrant Deposit Refund	1,000.00
Check	03/24/2022	2068	Customer	Final Bill Refund	58.53
Check	03/24/2022	2069	Customer	Final Bill Refund	160.00
Bill Pmt -Check	03/24/2022	2070	BSK Associates	Lab Fees	351.00
Bill Pmt -Check	03/24/2022	2071	Buckmaster Office Solutions	Office Equipment	86.63
Bill Pmt -Check	03/24/2022	2072	Pacific Premier Bank	Surcharge 2 Loan Payment	158,788.67
Bill Pmt -Check	03/24/2022	2073	Pacific Shredding	Office Expense	34.65
Bill Pmt -Check	03/24/2022	2074	Quill	Office Expense	23.48
Bill Pmt -Check	03/24/2022	2075	Sacramento County Utilities	Utilities	113.70
Bill Pmt -Check	03/24/2022	2076	Spok, Inc	Field Communication	15.29
<b>Total 10000 - Bank - Operating Account</b>					<b><u>360,696.03</u></b>

**Rio Linda Elverta Community Water District  
Expenditure Report  
March 2022**

Type	Date	Num	Payee	Memo	Amount
Check	03/24/2022	EFT	RLECWD	Surcharge 2 Loan Payment	158,788.67
<b>10375 - Surcharge Account 2</b>					<b><u>158,788.67</u></b>





## **Executive Committee**

### **Agenda Item: 10**

**Date:** May 2, 2022

**Subject:** Financial Statements

**Staff Contact:** Timothy R. Shaw, General Manager

#### **Recommended Committee Action:**

The Executive Committee should review the Finance Reports of the District for the month of March 2022, then forward the report onto the May 16, 2022 Board agenda with the Committee's recommendation for Board approval.

#### **Current Background and Justification:**

The financial reports are the District's balance sheet, profit and loss, and capital improvements year to date. This report provides the snapshot of the District's fiscal health for the period covered.

#### **Conclusion:**

Consistent with District policies, these financials are to be reviewed by this committee and presented to the Board of Directors to inform them of the District's current financial situation.

## Rio Linda Elverta Community Water District

## Balance Sheet

As of March 31, 2022

## ASSETS

## Current Assets

## Checking/Savings

100 - Cash &amp; Cash Equivalents

10000 - Operating Account

10020 - Operating Fund-Umpqua

1,179,582.34

Total 10000 - Operating Account

1,179,582.34

10475 - Capital Improvement

10480 - General

461,076.95

10481 - Cr6 Mitigation

454,500.00

10485 - Vehicle Replacement Reserve

17,292.45

Total 10450 - Capital Improvement

932,869.40

10490 - Future Capital Imp Projects

1,279,066.06

Total 100 - Cash &amp; Cash Equivalents

3,391,517.80

## 102 - Restricted Assets

102.2 - Restricted for Debt Service

10700 - ZIONS Inv/Surcharge Reserve

507,998.08

10300 - Surcharge 1 Account

848,131.40

10350 - Umpqua Bank Debt Service

96,436.17

10380 - Surcharge 2 Account

215,689.45

10385 - OpusBank Checking

557,837.72

Total 102.2 - Restricted for Debt Service

2,226,092.82

102.4 - Restricted Other Purposes

10600 - LAIF Account

395,501.11

10650 - Operating Reserve Fund

309,142.76

Total 102.4 - Restricted Other Purposes

704,643.87

Total 102 - Restricted Assets

2,930,736.69

Total Checking/Savings

6,322,254.49

Accounts Receivable

76,270.10

## Other Current Assets

12000 - Water Utility Receivable

511,305.55

12200 - Accrued Revenue

0.00

12250 - Accrued Interest Receivable

1,165.62

15000 - Inventory Asset

37,280.90

16000 - Prepaid Expense

42,342.89

Total Other Current Assets

592,094.96

Total Current Assets

6,990,619.55

## Fixed Assets

17000 - General Plant Assets

635,814.44

17100 - Water System Facilities

24,938,800.63

17300 - Intangible Assets

373,043.42

17500 - Accum Depreciation &amp; Amort

-10,472,675.54

18000 - Construction in Progress

424,288.05

18100 - Land

576,673.45

Total Fixed Assets

16,475,944.45

## Other Assets

18500 - ADP CalPERS Receivable

500,000.00

19000 - Deferred Outflows

729,108.00

19900 - Suspense Account

0.00

Total Other Assets

1,229,108.00

TOTAL ASSETS

24,695,672.00

## Rio Linda Elverta Community Water District

## Balance Sheet

As of March 31, 2022

## LIABILITIES &amp; EQUITY

## Liabilities

## Current Liabilities

Accounts Payable 24,570.90

Credit Cards 60.00

Other Current Liabilities 914,562.11

Total Current Liabilities 939,193.01

## Long Term Liabilities

23000 - OPEB Liability 81,433.00

23500 - Lease Buy-Back 607,287.27

25000 - Surcharge 1 Loan 3,468,784.61

25050 - Surcharge 2 Loan 2,555,040.16

26000 - Water Rev Refunding 1,658,697.00

26500 - ADP CalPERS Loan 470,000.00

27000 - Community Business Bank 193,071.58

29000 - Net Pension Liability 1,117,944.00

29500 - Deferred Inflows-Pension 39,277.00

29600 - Deferred Inflows-OPEB 74,020.00

Total Long Term Liabilities 10,265,554.62

Total Liabilities 11,204,747.63

## Equity

31500 - Invested in Capital Assets, Net 8,593,770.46

32000 - Restricted for Debt Service 705,225.24

38000 - Unrestricted Equity 3,535,043.26

Net Income 656,885.41

Total Equity 13,490,924.37

TOTAL LIABILITIES &amp; EQUITY 24,695,672.00

**Rio Linda Elverta Community Water District**  
**Operating Profit & Loss Budget Performance**  
**As of March 31, 2022**

	<u>Annual Budget</u>	<u>Mar 22</u>	<u>Jul 21-Mar 22</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Ordinary Income/Expense</b>					
Income					
<b>Total 40000 · Operating Revenue</b>	2,888,520.00	230,964.48	2,007,523.40	69.50%	880,996.60
<b>41000 · Nonoperating Revenue</b>					
41110 · Investment Revenue					
41112 · Interest Revenue	300.00	3.41	27.91	9.30%	272.09
<b>Surcharg Total 41110 · Investment Revenue</b>	300.00	3.41	27.91	9.30%	272.09
41120 · Property Tax	95,700.00	0.00	63,433.93	66.28%	32,266.07
<b>Total 41000 · Nonoperating Revenue</b>	96,000.00	3.41	63,461.84	66.11%	32,538.16
<b>Total Income</b>	<u>2,984,520.00</u>	<u>230,967.89</u>	<u>2,070,985.24</u>	<u>69.39%</u>	<u>913,534.76</u>
<b>Gross Income</b>	2,984,520.00	230,967.89	2,070,985.24	69.39%	913,534.76
Expense					
<b>60000 · Operating Expenses</b>					
60010 · Professional Fees	100,050.00	5,000.00	62,230.46	62.20%	37,819.54
60100 · Personnel Services					
60110 · Salaries & Wages	770,402.00	57,669.24	529,190.62	68.69%	241,211.38
60150 · Employee Benefits & Expense	458,434.00	33,995.70	280,422.11	61.17%	178,011.89
<b>Total 60100 · Personnel Services</b>	<u>1,228,836.00</u>	<u>91,664.94</u>	<u>809,612.73</u>	<u>65.89%</u>	<u>419,223.27</u>
60200 · Administration	221,902.00	11,534.48	179,967.93	81.10%	41,934.07
64000 · Conservation	300.00	0.00	0.00	0.00%	300.00
65000 · Field Operations	538,200.00	22,507.54	260,940.30	48.48%	277,259.70
<b>Total 60000 · Operating Expenses</b>	2,089,288.00	130,706.96	1,312,751.42	62.83%	776,536.58
<b>69000 · Non-Operating Expenses</b>					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	148,158.00	0.00	61,158.00	41.28%	87,000.00
69110 · Interest	53,111.00	0.00	27,012.48	50.86%	26,098.52
<b>Total 69100 · Revenue Bond</b>	<u>201,269.00</u>	<u>0.00</u>	<u>88,170.48</u>	<u>43.81%</u>	<u>113,098.52</u>
69125 · AMI Meter Loan					
69130 · Principle	51,344.00	0.00	51,344.36	100.00%	-0.36
69135 · Interest	7,170.00	0.00	7,169.56	99.99%	0.44
<b>Total 69125 · AMI Meter Loan</b>	<u>58,514.00</u>	<u>0.00</u>	<u>58,513.92</u>	<u>100.00%</u>	<u>0.08</u>
69200 · PERS ADP Loan					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,850.00	0.00	0.00	0.00%	1,850.00
<b>Total 69100 · PERS ADP Loan</b>	<u>31,850.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>31,850.00</u>
<b>Total 69010 · Debt Service</b>	<u>291,633.00</u>	<u>0.00</u>	<u>146,684.40</u>	<u>50.30%</u>	<u>144,948.60</u>
69400 · Other Non-Operating Expense	3,000.00	0.00	2,767.00	92.23%	233.00
<b>Total 69000 · Non-Operating Expenses</b>	<u>294,633.00</u>	<u>0.00</u>	<u>149,451.40</u>	<u>50.73%</u>	<u>145,181.60</u>
<b>Total Expense</b>	<u>2,383,921.00</u>	<u>130,706.96</u>	<u>1,462,202.82</u>	<u>61.34%</u>	<u>921,718.18</u>
<b>Net Ordinary Income</b>	<u>600,599.00</u>	<u>100,260.93</u>	<u>608,782.42</u>		
<b>Net Income</b>	<u><u>600,599.00</u></u>	<u><u>100,260.93</u></u>	<u><u>608,782.42</u></u>		

**Rio Linda Elverta Community Water District**  
**CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2021-22**  
As of March 31, 2022

	GENERAL		FUTURE CAPITAL IMPROVEMENT PROJECTS		VEHICLE & LARGE EQUIPMENT REPLACEMENT	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
<b>FUNDING SOURCES</b>						
Fund Transfers						
Operating Fund Transfers In	576,700.00	442,822.00	-	-	-	-
CIP Fund Intrafund Transfers	(381,468.00)	(10,000.00)	371,468.00	-	10,000.00	10,000.00
Fund Transfer from Operating			28,000.00			
Surcharge 2 Surplus Repayment	79,747.00	-	-	-	25,650.10	-
Investment Revenue	300.00	64.81	125.00	96.03	-	-
<b>PROJECTS</b>						
<b>A • WATER SUPPLY</b>	-					
A-1 • Miscellaneous Pump Replacements	40,000.00	31,417.41				
<b>Total A • WATER SUPPLY</b>	<b>40,000.00</b>	<b>31,417.41</b>	-	-	-	-
<b>B • WATER DISTRIBUTION</b>						
B-1 • Service Replacements	30,000.00	-	-	-	-	-
B-2 • Small Meter Replacements	120,000.00	27,721.92	-	-	-	-
B-3 • Large Meter Replacements	5,000.00	-	-	-	-	-
B-4 • Pipeline Replacement	-	-	450,000.00	-	-	-
<b>Total B • WATER DISTRIBUTION</b>	<b>155,000.00</b>	<b>27,721.92</b>	<b>450,000.00</b>	-	-	-
<b>M • GENERAL PLANT ASSETS</b>						
M-1 • Urban Water Management Plan	50,000.00	-	-	-	-	-
M-2 • Office Air Conditioner Replacement	8,200.00	5,622.00	-	-	-	-
M-3 • Server Replacement	8,000.00	-	-	-	-	-
M-4 • Dump Truck	-	-	-	-	85,000.00	82,707.55
<b>Total M • GENERAL PLANT ASSETS</b>	<b>66,200.00</b>	<b>5,622.00</b>	-	-	<b>85,000.00</b>	<b>82,707.55</b>
<b>TOTAL BUDGETED PROJECT EXPENDITURES</b>	<b>261,200.00</b>	<b>64,761.33</b>	<b>450,000.00</b>	-	<b>85,000.00</b>	<b>82,707.55</b>

**Rio Linda Elverta Community Water District**  
**Capacity Revenue Profit & Loss Budget Performance**  
**January - March 2022**

	<u>Annual Budget</u>	<u>Jan-Mar 22 Current QTR</u>	<u>Jul 21-Mar 22 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
<b>41000 · Non-Operating Revenue</b>					
<b>41110 · Investment Revenue</b>					
<b>41112 · Interest Revenue</b>	1,400.00	225.35	704.16	50.3%	695.84
	<u>1,400.00</u>	<u>225.35</u>	<u>704.16</u>	<u>50.3%</u>	<u>695.84</u>
<b>44100 · Capacity Fee Revenue</b>	500,000.00	0.00	62,262.70	12.45%	437,737.30
<b>Total Income</b>	<u>501,400.00</u>	<u>225.35</u>	<u>62,966.86</u>	<u>12.56%</u>	<u>438,433.14</u>
<b>Gross Income</b>	<u>501,400.00</u>	<u>225.35</u>	<u>62,966.86</u>	12.56%	438,433.14
<b>Net Income</b>	<u><u>501,400.00</u></u>	<u><u>225.35</u></u>	<u><u>62,966.86</u></u>		

**Rio Linda Elverta Community Water District**  
**Surcharge 1 Profit & Loss Budget Performance**  
**January - March 2022**

	<u>Annual Budget</u>	<u>Jan-Mar 22 Current QTR</u>	<u>Jul 21-Mar 22 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
<b>41000 • Non-Operating Revenue</b>					
<b>41110 • Investment Revenue</b>					
<b>41111 • Dividend Revenue</b>	0.00	3.34	14.42	100.0%	-14.42
<b>41112 • Interest Revenue</b>	2,500.00	1,443.39	4,199.77	167.99%	-1,699.77
<b>41113 • Market Value Adjustment</b>	0.00	-13,902.12	-19,770.15	100.0%	19,770.15
	<u>2,500.00</u>	<u>-12,455.39</u>	<u>-15,555.96</u>	<u>-622.24%</u>	<u>18,055.96</u>
<b>43010 • Surcharge 1 Revenue</b>	<u>523,374.00</u>	<u>175,459.89</u>	<u>379,246.70</u>	<u>72.46%</u>	<u>144,127.30</u>
<b>Total Income</b>	<u>525,874.00</u>	<u>163,004.50</u>	<u>363,690.74</u>	<u>69.16%</u>	<u>162,183.26</u>
<b>Gross Income</b>	525,874.00	163,004.50	363,690.74	69.16%	162,183.26
<b>Expense</b>					
<b>69150 • Surcharge 1 Loan</b>					
<b>69155 • Principle</b>	369,821.00	0.00	183,729.73	49.68%	186,091.27
<b>69160 • Interest</b>	91,534.00	0.00	46,947.59	51.29%	44,586.41
<b>69170 • Admin Fees</b>	2,100.00	518.85	1,612.69	76.8%	487.31
<b>Total 69150 • Surcharge 1 Loan</b>	<u>463,455.00</u>	<u>518.85</u>	<u>232,290.01</u>	<u>50.12%</u>	<u>231,164.99</u>
<b>Total Expense</b>	<u>463,455.00</u>	<u>518.85</u>	<u>232,290.01</u>		
<b>Net Income</b>	<u><u>62,419.00</u></u>	<u><u>162,485.65</u></u>	<u><u>131,400.73</u></u>		

**Rio Linda Elverta Community Water District**  
**Surcharge 2 Profit & Loss Budget Performance**  
**January - March 2022**

	<b>Annual Budget</b>	<b>Jan-Mar 22 Current QTR</b>	<b>Jul 21-Mar 22 YTD</b>	<b>% of Annual Budget</b>	<b>YTD Annual Budget Balance</b>
<b>Income</b>					
<b>41000 · Non-Operating Revenue</b>					
<b>41110 · Investment Revenue</b>					
<b>41112 · Interest Revenue</b>	800.00	22.64	62.72	7.84%	737.28
	<u>800.00</u>	<u>22.64</u>	<u>62.72</u>	<u>7.84%</u>	<u>737.28</u>
<b>43050 · Surcharge 2 Revenue</b>	439,019.00	145,905.17	315,362.05	71.83%	123,656.95
<b>Total Income</b>	<u>439,819.00</u>	<u>145,927.81</u>	<u>315,424.77</u>	<u>71.72%</u>	<u>124,394.23</u>
<b>Gross Income</b>	439,819.00	145,927.81	315,424.77	71.72%	124,394.23
<b>Expense</b>					
<b>69175 · Surcharge 2 Loan</b>					
<b>69180 · Principle</b>	225,000.00	115,000.00	225,000.00	100.0%	0.00
<b>69185 · Interest</b>	104,632.00	43,788.67	89,381.33	85.42%	15,250.67
<b>Total 69175 · Surcharge 2 Loan</b>	<u>329,632.00</u>	<u>158,788.67</u>	<u>314,381.33</u>	<u>95.37%</u>	<u>15,250.67</u>
<b>Total Expense</b>	<u>329,632.00</u>	<u>158,788.67</u>	<u>314,381.33</u>		
<b>Net Income</b>	<u><u>110,187.00</u></u>	<u><u>-12,860.86</u></u>	<u><u>1,043.44</u></u>		