

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

April 22, 2024 (6:30 p.m.)

Visitors / Depot Center
6730 Front Street
Rio Linda, CA 95673

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

AGENDA

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

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

1. CALL TO ORDER, ROLL CALL, & PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT

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

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

3.1. Minutes

The Board is being asked to approve the Minutes from the March 25, 2024 Regular Board Meeting.

3.2. Expenditures

The Executive Committee recommends the Board approve the February 2024 Expenditures.

3.3. Financial Reports

The Executive Committee recommends the Board approve the February 2024 Financial Report.

4. REGULAR CALENDAR

ITEMS FOR DISCUSSION AND ACTION

4.1. GM Report. Page 10

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

4.2. Public Works Projects Report. Page 12

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

4.3. Consider Approving the Professional Service Agreement with Provost and Pritchard for Design of Well #15 Hexavalent Chromium Treatment Facility. Page 14

4.4. Consider Declaring Annual Doubtful Recovery Debt. Page 31

4.5. **Consider Approving District Policy Revision to Encourage Board Member Compliance with Mandatory Training. *Page 33***

4.6. **Board Member Disciplinary Hearing Pursuant to Policy 2.01.400. *Page 38***

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

5. INFORMATION ITEMS

5.1. District Activities Reports

5.1.1. Water Operations Report

5.1.2. Completed and Pending Items Report

5.1.3. Leak Repair Report

5.1.4. Conservation Report

5.2. Board Member Reports

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

5.2.2. Sacramento Groundwater Authority – Garrison (primary)

5.2.3. Executive Committee – Gifford, Cline

5.2.4. ACWA/JPIA – Cline

6. DIRECTORS' AND GENERAL MANAGER COMMENTS

6.1. Reminder about Changed Date for May Board Meeting.

7. ADJOURNMENT –

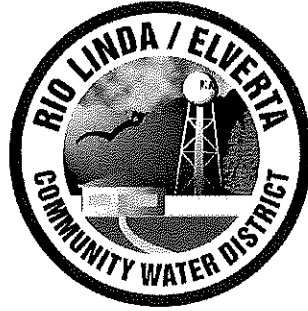
Upcoming meetings:

Executive Committee Meeting

May 8, 2024, Wednesday, 6:00 P.M. Visitors / Depot Center 6730 Front St Rio Linda, CA

Board Meeting

May 20, 2024, Monday, 6:30 P.M. Visitors / Depot Center 6730 Front St Rio Linda, CA



**Consent Calendar
Agenda Item: 3.1**

Date: April 22, 2024

Subject: Minutes

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

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

Current Background and Justification:

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

Conclusion:

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

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Garrison _____ Young _____

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

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**MINUTES OF THE MARCH 25, 2024
BOARD OF DIRECTORS REGULAR MEETING
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

The Link below provides access the video of this meeting.

<https://vimeo.com/927997251?share=copy>

The numbers in parentheses next to each action item correlate to time marks on the video of the meeting.

1. CALL TO ORDER, ROLL CALL

The March 25, 2024 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. Visitor's/Depot Center 6730 Front Street, Rio Linda, CA 95673. This meeting was physically open to the public.

General Manager Tim Shaw took roll call of the Board of Directors: Director Jason Green, Director Chris Gifford, Director Anthony Cline, Director Vicky Young, Director Mary Garrison, General Manager Tim Shaw, Mike Vasquez, Vasquez Engineering, and Legal Counsel were present. Director Cline led the pledge of allegiance.

Director Garrison brought attention to Agenda Item 4.6 Discuss the process for a resolution of Censure. She further stated this item was not discussed at the Executive Committee and would like the Chair have it removed.

(4:01) Director Garrison motioned to remove Agenda Item 4.6. No second. The motion failed.

2. PUBLIC COMMENT—Public member asked GM Shaw if the District recently lost a staff member in the field. GM Shaw answered no. She further stated that someone that fired was brought back as an employee to the District. GM Shaw stated that the District has not employed any new employees.

3. CONSENT CALENDAR (6:50)

3.1. February 26, 2024 Minutes

3.2 January Expenditures

3.3 January Financials

Comments/Questions –No public comment.

(7:09) It was moved by Director Gifford and seconded by Director Green to approve the Consent Calendar.

Directors Green, Young, Garrison, Cline and Gifford voted yes. The motion passed with a roll call vote of 5-0-0.

**4. REGULAR CALENDAR
ITEMS FOR DISCUSSION AND ACTION**

4.1 GM Report (8:14)

The General Manager, Tim Shaw provided his monthly report to the Board of Directors.

Comments/Questions – Director Garrison asked about meetings with the legal counsel and asked if the District opted out of the Water Forum.

The Board took no action on this item.

4.2 Public Works Projects Report (12:15)

Mike Vasques, Vasquez Engineering report provided, General District Engineering.

Comments/Questions – General questions by the Board with regards to the Dry Creek project.

Comments/Questions – No Public comment.

The Board took no action on this item.

4.3 Consider Providing Direction to Staff for Method of Procuring Engineering Design Services for Well 15 Hexavalent Chromium Treatment. (14:45)

Comments/Questions – General questions by the Board with regards to that the money has been budgeted by the District for this project.

Comments/Questions – No Public comment.

(16:40) It was moved by Director Young and seconded by Director Cline to direct staff to procure the Engineering Design Services for Well 15 Hexavalent Chromium Treatment. Directors Green, Young, Cline, and Gifford voted yes. Director Garrison abstained. The motion carried with a roll call vote of 4-0-1.

4.4 Consider Adopting Resolution 2024-01, Calling for an Election. (18:35)

Comments/Questions – General questions about the number of vacancies and election process.

Comments/Questions – No public comment.

(18:35) It was moved by Director Young and seconded by Director Green to adopt Resolution 2024-01, Calling for an Election. Directors and direct staff to submit the necessary paperwork. Green, Young, Cline, Gifford and Garrison voted yes. The motion carried with a roll call vote of 5-0-0.

4.5 Continuing Consideration of the Need for Revisions to Board Members Email Policy. (20:48)

Comments/Questions – General discussion by the Board was this item had been resolved prior to the meeting.

Comments/Questions – No public comment.

(22:29) It was moved by Director Young and seconded by Director Cline to withdrawal Agenda Item 4.5. Directors Green, Young, Cline, Garrison, and Gifford voted yes. The motion carried with a roll call vote of 5-0-0.

4.6 Discuss the process for a Resolution of Censure. (22:48)

Comments/Questions – General Counsel explained the policy contained in the District Handbook pertaining to the process for having a hearing regarding misconduct by a Board member.

Comments/Questions – No public comment.

The Board took no action on this item.

4.7 Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065 (30:43)

Comments/Questions – No public or Board comments.

5. INFORMATION ITEMS

5.1 District Activities Reports (31:09)

- 5.1.1 Water Operations Report – Written report provided.
- 5.1.2 Completed and Pending Items Report – Written report provided.
- 5.1.3 Leak Repair Report – Report provided.
- 5.1.4 Conservation Report – Report Provided.

Comments/Questions – Director Garrison had questions from the Completed and Pending Items report.

5.2 Board Member Report (38:57)

- 5.2.1 Report any ad hoc committees dissolved by requirements in Policy 2.01.065 – No action.
- 5.2.2 Sacramento Groundwater Authority – Harris (primary) –No meeting.
- 5.2.3 Executive Committee – Garrison, Cline – Minutes provided.
- 5.2.4 ACWA/JPIA – Cline – Nothing to report.

6. DIRECTORS’ AND GENERAL MANAGER COMMENTS – No comments.

7. ADJOURNMENT - The meeting was adjourned at 7:14 pm.

Respectfully submitted,

Timothy R. Shaw, Secretary

Vicky Young, President of the Board

DRAFT



**Consent Calendar
Agenda Item: 3.2**

Date: April 22, 2024

Subject: Expenditures

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee forwarded the February 2024 Expenditures report to the April 22nd Board agenda.

Current Background and Justification:

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

Conclusion:

I recommend the Board approve the Expenditures for February 2024.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Harris _____ Young _____

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

**Rio Linda Elverta Community Water District
Expenditure Report
February 2024**

Type	Date	Num	Name	Memo	Amount
Liability Check	02/07/2024	EFT	QuickBooks Payroll Service	For PP Ending 02/03/24 Pay date 02/08/24	20,605.46
Liability Check	02/08/2024	EFT	CalPERS	For PP Ending 02/03/24 Pay date 02/08/24	3,650.10
Liability Check	02/08/2024	EFT	CalPERS	For PP Ending 02/03/24 Pay date 02/08/24	1,385.12
Liability Check	02/08/2024	EFT	Internal Revenue Service	Employment Taxes	7,799.10
Liability Check	02/08/2024	EFT	Employment Development	Employment Taxes	1,559.52
Liability Check	02/08/2024	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,201.12
Bill Pmt -Check	02/08/2024	EFT	Adept Solutions	Computer	1,340.72
Bill Pmt -Check	02/08/2024	EFT	Comcast	Telephone	109.16
Bill Pmt -Check	02/08/2024	EFT	Ramos Oil Inc.	Transportation Fuel	481.16
Bill Pmt -Check	02/08/2024	EFT	Republic Services	Utilities	174.03
Transfer	02/08/2024	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
Transfer	02/08/2024	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	50,984.00
Check	02/08/2024	2896	Customer	Final Bill Refund	271.58
Bill Pmt -Check	02/08/2024	2898	ABS Direct	Printing & Postage	1,081.06
Bill Pmt -Check	02/08/2024	2899	ACWA/JPIA Powers Insurance Authority	EAP	24.80
Bill Pmt -Check	02/08/2024	2900	BSK Associates	Lab Fees	1,760.00
Bill Pmt -Check	02/08/2024	2901	Buckmaster Office Solutions	Printing	37.00
Bill Pmt -Check	02/08/2024	2902	Government Finance Officers Association	Dues & AFRC	610.00
Bill Pmt -Check	02/08/2024	2903	ICONIX Waterworks	Distribution Supplies	334.03
Bill Pmt -Check	02/08/2024	2904	Oreilly Automotive	Transportation Maintenance	168.31
Bill Pmt -Check	02/08/2024	2905	Rio Linda Hardware & Building Supply	Shop Supplies	242.68
Bill Pmt -Check	02/08/2024	2906	Sierra Chemical Company	Treatment Supplies	1,386.00
Bill Pmt -Check	02/08/2024	2907	State Water Resources Control Board	Permit Fees	60.00
Bill Pmt -Check	02/08/2024	2908	Vanguard Cleaning	Janitorial	195.00
Bill Pmt -Check	02/08/2024	2909	Vasquez Engineering	Engineering	5,000.00
Bill Pmt -Check	02/08/2024	2910	Verizon Wireless	Telephone	45.24
Liability Check	02/21/2024	EFT	QuickBooks Payroll Service	For PP Ending 2/3/24 Pay date 2/22/24	20,353.74
EFT	02/23/2024	EFT	WageWorks	FSA Administration Fee	76.25
Liability Check	02/22/2024	EFT	CalPERS	For PP Ending 2/3/24 Pay date 2/22/24	3,650.10
Liability Check	02/22/2024	EFT	CalPERS	For PP Ending 2/3/24 Pay date 2/22/24	1,385.12
Liability Check	02/22/2024	EFT	Internal Revenue Service	Employment Taxes	7,760.76
Liability Check	02/22/2024	EFT	Employment Development	Employment Taxes	1,581.90
Liability Check	02/22/2024	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,215.51
Liability Check	02/22/2024	EFT	Kaiser Permanente	Health Insurance	2,822.86
Bill Pmt -Check	02/22/2024	EFT	PG&E	Utilities	125.68
Liability Check	02/22/2024	EFT	Principal	Dental & Vision Insurance	1,779.83
Bill Pmt -Check	02/22/2024	EFT	Ramos Oil Inc.	Transportation Fuel	715.07
Bill Pmt -Check	02/22/2024	EFT	Umpqua Bank Credit Card	Computer, Office, Postage, Shop Supplies, Staff Training, Telephone	2,127.81
Bill Pmt -Check	02/22/2024	EFT	Verizon	Field Communication, Field IT	487.31
Liability Check	02/22/2024	EFT	Western Health	Health Insurance	12,559.18
Check	02/22/2024	EFT	RLECWD - SURCHARGE ACCOUNT 1	Bi-monthly Transfer	88,358.47



**Rio Linda Elverta Community Water District
Expenditure Report
February 2024**

Type	Date	Num	Name	Memo	Amount
Check	02/22/2024	EFT	RLECWD - SURCHARGE ACCOUNT 2	Bi-monthly Transfer	73,478.04
Check	02/22/2024	2911	Customer	Final Bill Refund	59.53
Check	02/22/2024	2912	Customer	Final Bill Refund	70.81
Bill Pmt -Check	02/22/2024	2913	Continental Utility Solutions	Annual Maintenance & Technical Support	5,320.00
Bill Pmt -Check	02/22/2024	2914	Corelogic Solutions	Subscription	103.00
Bill Pmt -Check	02/22/2024	2915	DirectHit Pest Control	Building Maintenance	80.00
Bill Pmt -Check	02/22/2024	2916	Henrici, Mary	Retiree Insurance	514.30
Bill Pmt -Check	02/22/2024	2917	Oreilly Automotive	Transportation Maintenance	219.30
Bill Pmt -Check	02/22/2024	2918	Rio Linda Elverta Recreation & Park District	Meeting Expense	100.00
Bill Pmt -Check	02/22/2024	2919	RW Trucking	Distribution Supplies	745.30
Bill Pmt -Check	02/22/2024	2920	Sacramento Business Journal	Subscription	170.00
Bill Pmt -Check	02/22/2024	2921	SMUD	Utilities	14,297.09
Bill Pmt -Check	02/22/2024	2922	Spok Inc.	Field Communication	15.69
Bill Pmt -Check	02/22/2024	2923	UniFirst Corporation	Uniforms	416.30
Bill Pmt -Check	02/22/2024	2924	White Brenner	Legal Services	433.20
Bill Pmt -Check	02/22/2024	EFT	Adept Solutions	Capital Improvement: Server Replacement	12,479.15
Bill Pmt -Check	02/22/2024	2925	Ferguson Enterprises	Capital Improvement: Small Meter Replacements	13,476.94
Total 10020 - Operating Account Budgeted Expenditures					<u>386,483.43</u>

Liability Check	02/08/2024	2897	Teamsters	Union Dues	813.00
Liability Check	02/08/2024	EFT	California State Disbursement Unit	Employee Garnishment	227.53
Liability Check	02/15/2024	EFT	AFLAC	Employee Funded Premiums	745.84
Liability Check	02/22/2024	EFT	California State Disbursement Unit	Employee Garnishment	227.53
EFT	02/29/2024	EFT	WageWorks	FSA Expenditures - Employee Funded	866.75
Total 10020 - Operating Account Non-Budgeted Expenditures: Employee Paid Pass-throughs					<u>2,880.65</u>

Rio Linda Elverta Community Water District
Expenditure Report
February 2024

Type	Date	Num	Payee	Memo	Amount
Transfer	02/22/2024	EFT	RLECWD	Capital Improvement Transfer for Funds paid with Operating: Refer to check EFT & 2925	25,956.09
10475 - Capital Improvement-Umpqua Bank					<u><u>25,956.09</u></u>





**Consent Calendar
Agenda Item: 3.3**

Date: April 22, 2024

Subject: Financial Reports

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee forwarded the Financial Report onto the April 22nd Board agenda.

Current Background and Justification:

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

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

Conclusion:

I recommend the Board approve the Financial Reports for February 2024.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____
Cline _____ Gifford _____ Green _____ Garrison _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

Rio Linda Elverta Community Water District
Balance Sheet
 As of February 29, 2024



ASSETS

Current Assets

100 · Cash & Cash Equivalents	
10000 · Operating Account	
10020 · Operating Fund-Umpqua	1,803,559.18
Total 10000 · Operating Account	1,803,559.18
10475 · Capital Improvement	
10480 · General	751,362.90
10485 · Vehicle Replacement Reserve	27,948.49
Total 10450 · Capital Improvement	779,311.39

Total 100 · Non-Restricted Cash & Cash Equivalents **2,582,870.57**

102 · Restricted Assets

102.2 · Restricted for Debt Service	
10700 · ZIONS Inv/Surcharge 1 Reserve	534,707.54
10300 · Surcharge 1 Account	998,121.70
10350 · Umpqua Bank - Revenue Bond	86,989.04
10380 · Surcharge 2 Account	545,208.98
Total 102.2 · Restricted for Debt Service	2,165,027.26

102.4 · Restricted Other Purposes	
10385 · Available Funding Cr6 Projects #1	476,660.57
10481 · Available Funding Cr6 Projects #2	505,000.00
10490 · Future Capital Imp Projects	1,237,414.51
10600 · LAIF Account - Capacity Fees	929,264.92
10650 · Operating Reserve Fund	337,479.13
Total 102.4 · Restricted Other Purposes	3,485,819.13

Total 102 · Restricted Assets **5,650,846.39**

Accounts Receivable 7.31

Other Current Assets

12000 · Water Utility Receivable	48,174.02
12200 · Accrued Revenue	150,000.00
12250 · Accrued Interest Receivable	2,586.93
15000 · Inventory Asset	49,574.32
16000 · Prepaid Expense	57,210.12
Total Other Current Assets	307,545.39

Total Current Assets **8,541,269.66**

Fixed Assets

17000 · General Plant Assets	685,384.68
17100 · Water System Facilites	25,221,550.97
17300 · Intangible Assets	383,083.42
17500 · Accum Depreciation & Amort	-11,848,271.81
18000 · Construction in Progress	873,029.55
18100 · Land	576,672.45
Total Fixed Assets	15,891,449.26

Other Assets

18500 · ADP CalPERS Receivable	440,000.00
19000 · Deferred Outflows	1,106,047.00
19900 · Suspense Account	0.00
Total Other Assets	1,546,047.00

TOTAL ASSETS **25,978,765.92**

Rio Linda Elverta Community Water District

Balance Sheet

As of February 29, 2024

LIABILITIES & NET POSTION

Liabilities	
Current Liabilities	
Accounts Payable	43,634.24
Credit Cards	66.00
Other Current Liabilities	956,957.70
Total Current Liabilities	<u>1,000,657.94</u>
Long Term Liabilities	
23000 · OPEB Liability	37,482.00
23500 · Lease Buy-Back	508,777.27
25000 · Surcharge 1 Loan	2,708,943.73
25050 · Surcharge 2 Loan	2,085,040.16
26000 · Water Rev Refunding	1,349,516.00
26500 · ADP CalPERS Loan	410,000.00
27000 · AMI Meter Loan	85,138.71
29000 · Net Pension Liability	824,024.00
29500 · Deferred Inflows-Pension	97,916.00
29600 · Deferred Inflows-OPEB	44,171.00
Total Long Term Liabilities	<u>8,151,008.87</u>
Total Liabilities	9,151,666.81
Net Position	
31500 · Invested in Capital Assets, Net	9,494,326.46
32000 · Restricted for Debt Service	705,225.24
38000 · Unrestricted Equity	6,140,305.30
Net Income	487,242.11
Total Net Position	<u>16,827,099.11</u>
TOTAL LIABILITIES & NET POSTION	<u><u>25,978,765.92</u></u>

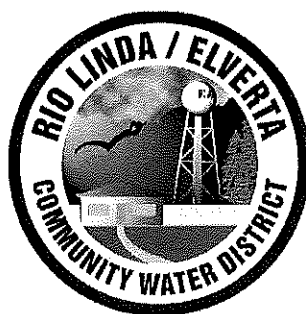
**Rio Linda Elverta Community Water District
Operating Profit & Loss Budget Performance
As of February 29, 2024**

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	Annual Budget	Feb 24	YTD Jul 23-Feb 24	% of Annual Budget	YTD Annual Budget Balance
Ordinary Income/Expense					
Income					
Total 40000 · Operating Revenue	3,146,600.00	157,783.09	2,001,823.19	63.62%	1,144,776.81
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	35.00	3.35	27.01	77.17%	7.99
Surcharge Total 41110 · Investment Revenue	35.00	3.35	27.01	77.17%	7.99
41120 · Property Tax	118,000.00	68,640.35	73,265.25	62.09%	44,734.75
Total 41000 · Nonoperating Revenue	118,035.00	68,643.70	73,292.26	62.09%	44,742.74
Total Income	3,264,635.00	226,426.79	2,075,115.45	63.56%	1,189,519.55
Gross Income	3,264,635.00	226,426.79	2,075,115.45	63.56%	1,189,519.55
Expense					
60000 · Operating Expenses					
60010 · Professional Fees	166,300.00	5,433.20	62,691.20	37.70%	103,608.80
60100 · Personnel Services					
60110 · Salaries & Wages	831,113.00	64,029.74	521,609.32	62.76%	309,503.68
60150 · Employee Benefits & Expense	496,718.00	36,158.71	277,144.11	55.80%	219,573.89
Total 60100 · Personnel Services	1,327,831.00	100,188.45	798,753.43	60.16%	529,077.57
60200 · Administration	251,681.00	11,556.33	182,275.75	72.42%	69,405.25
64000 · Conservation	500.00	0.00	333.84	66.77%	166.16
65000 · Field Operations	601,900.00	43,571.07	349,869.81	58.13%	252,030.19
Total 60000 · Operating Expenses	2,348,212.00	160,749.05	1,393,924.03	59.36%	954,287.97
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	156,908.00	0.00	63,908.00	40.73%	93,000.00
69110 · Interest	44,087.00	0.00	22,521.04	51.08%	21,565.96
Total 69100 · Revenue Bond	200,995.00	0.00	86,429.04	43.00%	114,565.96
69125 · AMI Meter Loan					
69130 · Principle	139,741.00	0.00	139,726.82	99.99%	14.18
69135 · Interest	3,972.00	-9.71	3,961.48	99.74%	10.52
Total 69125 · AMI Meter Loan	143,713.00	-9.71	143,688.30	99.98%	24.70
69200 · PERS ADP Loan					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,628.00	0.00	0.00	0.00%	1,628.00
Total 69100 · PERS ADP Loan	31,628.00	0.00	0.00	0.00%	31,628.00
Total 69010 · Debt Service	376,336.00	-9.71	230,117.34	61.15%	146,218.66
69400 · Other Non-Operating Expense	2,300.00	0.00	1,430.00	62.17%	870.00
Total 69000 · Non-Operating Expenses	378,636.00	-9.71	231,547.34	61.15%	147,088.66
Total Expense	2,726,848.00	160,739.34	1,625,471.37	59.61%	1,101,376.63
Net Ordinary Income	537,787.00	65,687.45	449,644.08		
Net Income	537,787.00	65,687.45	449,644.08		

Rio Linda Elverta Community Water District
CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2023-24
 As of February 29, 2024

	GENERAL		VEHICLE & LARGE EQUIPMENT REPLACEMENT		FUTURE CAPITAL IMPROVEMENT PROJECTS		HEXAVALENT CHROMIUM MITIGATION	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
FUNDING SOURCES								
Fund Transfers								
Operating Fund Transfers In	611,800.00	407,872.00	-	-	-	-	-	-
CIP Fund Intrafund Transfers	(362,645.00)	-	10,000.00	-	352,645.00	-	-	-
PERS ADP Loan Payment								
Principle					30,000.00	-	-	-
Interest					1,628.00	-	-	-
Investment Revenue	85.00	74.98	-	-	175.00	93.21	-	-
PROJECTS								
A · WATER SUPPLY	-							
A-1 · Miscellaneous Pump Replacements	40,000.00	-						
Total A · WATER SUPPLY	40,000.00	-	-	-	-	-	-	-
B · WATER DISTRIBUTION								
B-1 · Service Replacements	30,000.00	-	-	-	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	23,467.72	-	-	-	-	-	-
B-3 · Large Meter Replacements	5,000.00	-	-	-	-	-	-	-
B-4 · Pipeline Replacement	-	-	-	-	366,000.00	358,947.25	-	-
B-5 · Cathodic Protection Replacement - L Street Tower	45,000.00							
B-6 · Raising/Lowering Valve Covers	40,000.00							
B-7 · Well 15 Cr6 Treatment-Design	-	-	-	-	-	-	75,000.00	-
Total B · WATER DISTRIBUTION	240,000.00	23,467.72	-	-	366,000.00	358,947.25	75,000.00	-
M · GENERAL PLANT ASSETS								
M-1 · Server Replacement	24,000.00	12,479.15	-	-	-	-	-	-
Total M · GENERAL PLANT ASSETS	24,000.00	12,479.15	-	-	-	-	-	-
TOTAL BUDGETED PROJECT EXPENDITURES	304,000.00	35,946.87	-	-	366,000.00	358,947.25	75,000.00	-



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

Date: April 22, 2024
Subject: General Manager's Report
Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

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

Conclusion:

No Board action is anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Garrison _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



Date: April 22, 2024

Subject: General Manager Report

Staff Contact: Timothy R. Shaw, General Manager

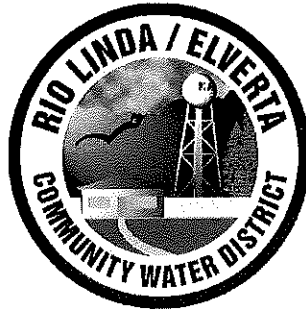
For the given month, I participated in the following reoccurring meetings and special events. For the second consecutive month, responding to specialty legal counsel on discovery items and preparing the Notice of Board Member Disciplinary Hearing demanded additional resources for this reporting period.

1. On March 25th , I met with specialty legal counsel regarding the ongoing litigation.
2. On March 28th. I was deposed for several hours by the attorneys representing the United States.
3. On April 1st the District observed Cesar Chavez day.
4. On April 3rd , I participated in a meeting of the Water Forum. Water Forum staff has distributed draft Purveyor Specific Agreements. In response, and in anticipation of the RLECWD Board inquiries, I have requested information from Water Forum staff on the process to withdrawing from the Water Forum agreement.
5. On April 5th , there was a meeting of the SWRCB Operator Certification Program Advisory Committee.
6. On April 11th , I participated in the regular board meeting of the Sacramento Groundwater Authority (SGA). The SGA Board adopted the fiscal year 2024-2025 budget, which included an \$1,861 increase (6%) in fees charged to District ratepayers/taxpayers.
7. On April 17th , I participated in State Water Resource Control Board (SWRCB) meeting, where the SWRCB re-adopted the 10 Parts Per Billion Hexavalent Chromium Maximum Contaminant Level.
8. On April 22nd , I met with River City Bank, who has initiated unsolicited proposals to provide banking services to the District.

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

- Preparing for a Board Member Disciplinary Hearing
- Corresponding with specialty legal counsel.
- Coordinating with staff for responses to the United States attorneys.

Inflation has trended upward to 3.6% with a sharp incline in fuel prices



**Items for Discussion and Action
Agenda Item: 4.2**

Date: April 22, 2024
Subject: Public Works Projects Report
Contact: Mike Vasquez

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

Contract District Engineer, Mike Vasquez will provide a report of District activities over the period since the last regular Board meeting. The Board may ask for clarifications and may also provide direction in consideration of the reported activities.

Conclusion:

No Board action is anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Garrison _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



16 April 2024

DISTRICT ENGINEER'S REPORT

To: Tim Shaw, General Manager, Rio Linda / Elverta Community Water District
From: Mike Vasquez, PE, PLS, Principal (VE), Contract District Engineer (RL/ECWD)
Subject: District Engineer's Report for the 22 April 2024 Board of Directors Meeting

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 21 March 2024 to 16 April 2024:

1. General District Engineering:

- a. **2024 Sacramento County Paving Project:** Schedule updates from Sacramento County for the paving project have been dynamic. Lowering and raising of water valve frames and covers on Elkhorn Boulevard between 6th Street and Dry Creek Road may take place June through December 2024. Staff has been coordinating with the County's paving contractor on a quote to perform water valve frames and covers grade adjustments. Staff anticipates bringing a professional services agreement with the paving contractor to the 5/20/2024 Board Meeting for consideration. The current District Fiscal Year budget includes \$40,000 of funding for this work, and a portion will need to be carried over into the next Fiscal Year.
- b. **Well 15 Hexavalent Chromium Treatment Project:** At the 3/25/2024 Board Meeting, the Board of Directors directed Staff to draft a Professional Services Agreement (PSA) with Provost & Pritchard Consulting Group for hexavalent chromium treatment design and construction engineering assistance at Well 15. A draft PSA was prepared, discussed at the 4/10/2024 Executive Committee Meeting, and an item was forwarded to the Board by the Committee. District Counsel also reviewed the PSA. This item will be further discussed under a separate agenda item at the 4/22/2024 Board Meeting.
- c. **2024/2025 FY Dry Creek Road Pipeline Replacement Project:** Staff continues to be in communication with the construction contractor and the project is anticipated to commence in August 2024. There are no material supply chain concerns at this time.
- d. **Q Street Vault Cover (East of Dry Creek Road):** Operations Staff performed maintenance on the existing vault cover and currently does not require immediate replacement.
- e. **Ground Level L Street Reservoir Cathodic Protection:** A Professional Services Agreement with Two Brothers Cathodic Service, Inc. to perform cathodic protection maintenance services for the ground level L Street reservoir was executed on 4/3/2024. The work was successfully completed on 4/16/2024.
- f. **Development Review (Gas Station, Convenient Store, & Pair of Fast-Food Restaurants at the northwest corner of West Elkhorn Boulevard and Marysville Boulevard, adjacent to Well 9):** Staff reviewed a proposed development as requested by the Sacramento County Planning Department. Staff provided conditions of approval as they relate to the development's connection to the District's water system and improvements surrounding Well 9. Specific

Tim Shaw, General Manager, RL/ECWD
District Engineer's Report
16 April 2024
Page 2 of 2

conditions were provided to the developer regarding distance separation requirements from Well 9 to proposed development facilities such as fuel storage tanks, grease interceptor tanks, sewer and drainage improvements. Staff met with developer's engineer to discuss the conditions of approval. The District Engineer and Operations Superintendent met at the Well 9 site to review the proposed improvements.

- g. **Pending Litigation Item:** Staff continued to provide assistance to the General Manager with correspondence with outside counsel on a pending litigation item. As this correspondence is related to pending litigation, no further discussion is appropriate in open session due to attorney-client privilege.

Please contact me at (530) 682-9597, or email at gmvasquez@vasquez-engineering.com with any questions or require additional information.

Respectfully,

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



**Items for Discussion and Action
Agenda Item: 4.3**

Date: April 22, 2024

Subject: Professional Service Agreement for Engineering Design Services for Well 15 Hexavalent Chromium Treatment

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommended the Board approve the Professional Service Agreement for design of Hexavalent Chromium treatment facilities.

Current Background and Justification:

Staff have coordinated with Provost and Pritchard to draft the Professional Services Agreement included as a document associated with this item. A few changes to the standard form Professional Services Agreement have been made at the request of the service provider. Legal Counsel has reviewed and contributed to the changes to the standard form agreement.

At their April 17, 2024 Board meeting, the State Water Resources Control Board adopted a resolution to re-establish the Hexavalent Chromium Maximum Contaminant Level at 10 Parts Per Billion.

Conclusion:

Sample Motion - Move to authorize execution of the Professional Service Agreement with Provost and Pritchard for design of the Hexavalent Chromium treatment facilities.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Garrison _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

PROJECT: Well 15 Hexavalent Chromium Treatment Design, Bidding, & Engineering Services During Construction

PROJECT NO. 2024-02

AGREEMENT FOR CONSULTING SERVICES

THIS ENGINEERING SERVICES AGREEMENT (“Agreement”) is made and entered into this 22nd day of April, 2024, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California (“District”) and Provost & Pritchard Consulting Group (“Consultant”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

RECITALS

- A. Consultant represents to District that it is a duly qualified and licensed firm experienced in providing professional engineering consulting services in support of the Well 15 Hexavalent Chromium Treatment Design, Bidding, & Engineering Services During Construction Project (the “Project”).
- B. In the judgment of District, it is necessary and desirable to employ the services of Consultant to perform consulting services on the Project.
- C. The specific services to be provided are described in **Exhibit A** (“Services”). All compensation shall be based on a time and materials not to exceed basis using the billing rates and budgets provided in **Exhibit A**.

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

AGREEMENT

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

Section 2. Term. This Agreement shall commence on the Effective Date and continue for three (3) years (“Term”), provided that either Party may terminate the Agreement by providing thirty (30) days written notice to the other Party.

Section 3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”). Consultant, however, shall not commence the

performance of the Services until it has been given notice to proceed by District (“Notice to Proceed”).

Section 4. Work.

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

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

Section 5. Time of Performance. Consultant warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed, and shall conform to the requirements of the Services provided in **Exhibit A** or as provided in an approved Task Order. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

Section 6. Payment. District shall pay Consultant for all Services described in **Exhibit A**, which are performed and invoiced by Consultant. Consultant shall submit monthly invoices to District for Services performed and expenses incurred during the preceding month. District shall pay Consultant within 30 days of receipt of each invoice. Each invoice shall identify all services performed and any expenses for which reimbursement is requested. Prior to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought.

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

(a) *Standard of Care.* District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby represents that it is qualified to perform the Services as provided in the Task Orders and that all of its services will be performed in accordance with the generally accepted engineering consultant practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the Services, Consultant shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Consultant expressly agrees that it

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shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Consultant.

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

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

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

Section 8. Conformity with Law and Safety. Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. Consultant's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

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

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

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

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

Section 11. Ownership and Disclosure of Work Product.

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

(b) District shall not reuse or make any modification to the Work Product without the prior written authorization of the Consultant. District agrees not to reuse the Work Product, in whole or in part, for any purpose other than the Project. District agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant and its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from or in any way related to the unauthorized reuse or modification of the deliverable documents by District without the written authorization of Consultant.

(c) Upon termination of this Agreement or at the request of District, Consultant agrees to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its consultants, contractors, employees or agents,

in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

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

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

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

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

Section 13. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Consultant's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Consultant. District shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services required by this Agreement. In the event of termination by either Party and upon full compensation under this Agreement, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental

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damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

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

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

(f) *Material Breach.* If Consultant, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

Section 15. Indemnification.

(a) To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, hold harmless and release District, and District's elected and appointed boards, commissions, directors, officers, employees,

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Project: Well 15 Hexavalent Chromium Treatment Design, Bidding, & Engineering Services During Construction

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agents, and representatives (“District’s Agents”) from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Consultant or its sub-consultants), expense and liability of every kind, nature and description that is directly caused by the negligent acts or omissions or willful misconduct of Consultant in the performance of the Services, or of any direct or indirect sub-consultant, employee, representative or agent of Consultant, or anyone that Consultant controls in the performance of the Services (collectively, the “Liabilities”).

(b) The obligations of Consultant to indemnify and hold harmless District and District’s Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District’s Agents, but shall apply to all other Liabilities.

(c) With respect to third party claims against Consultant, Consultant waives any and all rights of any type of express or implied indemnity against District and District’s Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers’ compensation acts, disability benefits acts or other employee benefit acts.

(d) The indemnification obligations of Consultant described herein shall not include any duty to defend District from the Liabilities, but shall include reimbursement of all costs related to such defense upon a final judgment or settlement of all Liabilities asserted against District or District’s Agents (including, without limitation, the costs of such defense and damages suffered by District). This provision shall not be construed to supersede any determination or agreement pertaining to the comparative fault of District and Consultant.

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

If to District:	Rio Linda/Elverta Community Water District 730 L Street Rio Linda, California 95673 Attention: Timothy R. Shaw, General Manager Tel: (916) 991-8891
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Project: Well 15 Hexavalent Chromium Treatment Design, Bidding, & Engineering Services During Construction

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With courtesy copy to:

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

If to Consultant:

Provost & Pritchard Consulting Group
455 W. Fir Ave
Clovis, CA 93611
Attention: Kevin Berryhill, PE
Tel: (559) 449-2700

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

Exhibit Designation

Exhibit Title

Exhibit A:

Services

Section 18. General Provisions.

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

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

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

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

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

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

(g) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled. This provision shall not be construed to supersede any determination or agreement pertaining to the comparative fault of District and Consultant as it relates to the enforcement or interpretation of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE.]

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

DISTRICT:

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

By: _____
Timothy R. Shaw, General Manager

Date: _____

CONSULTANT:

Provost & Pritchard Consulting Group

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT A – SERVICES (WORK SCOPE, SCHEDULE, AND BUDGET)

Work Scope: Consultant shall perform and complete the services for the Well 15 Hexavalent Chromium Treatment Design, Bidding, & Engineering Services During Construction Project pursuant to their submitted Proposal dated December 20, 2023. The proposal is included in the following pages.

The terms and conditions referenced in the proposal are hereby excluded from this Agreement. The Recitals 1-18 of the Agreement shall prevail as terms and conditions for this Agreement.

More specifically, the scope of services includes the following:

- Task 1 Schematic Design: This is a preliminary design including a Basis of Design Memorandum appropriate to a 30% complete design submittal.
- Task 2 Construction Documents: These are design submittals completed to 60%, 90%, and 100% complete levels. The 100% design submittal shall be a “Bid Ready” package sufficiently completed to advertise for construction bids.
- Task 3 Bidding Assistance: This includes assistance from the Consultant during the construction bid process to answer any bid related questions.
- Task 4 Construction Administration Assistance: This includes Engineering Services During Construction to assist the District with specific submittal/shop drawing review, site visits, answering construction contractor questions, operations plan finalization, and punch-list preparation.

All design work shall conform to the latest edition of the Rio Linda / Elverta Community Water District Standard Construction Specifications and to the latest edition of the County of Sacramento Standard Construction Specifications and all of its drawings. Design work shall also conform to the applicable local, state, and federal codes and specifications including OSHA.

The Consultant's proposal follows this page.

PROVOST & PRITCHARD
CONSULTING GROUP455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

December 20, 2023

Tim Shaw, General Manager
Rio Linda Elverta Community Water District
730 L Street
Rio Linda, CA 95673**Subject: Engineering Services for
Well 15 Hexavalent Chromium Treatment, Rio Linda, California**

Dear Mr. Shaw:

Thank you for the opportunity to submit this proposal to provide engineering services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

PROJECT UNDERSTANDING

We understand that Rio Linda Elverta Community Water District (District) Well 15 is contaminated with hexavalent chromium (Cr6) at concentrations that will exceed the proposed California Maximum Contaminant Level (MCL) of 10 parts per billion. It is anticipated that the Cr6 MCL will be promulgated by the State Water Resources Control Board in the next few months. It is our understanding that Well 15 is the District's most productive well, with a flow rate of approximately 2,800 gpm, and that this well must be in continuous service for the water system to have adequate supply capacity. The District previously raised rates to fund treatment of the well and is also seeking compensation from the contamination responsible parties. While the proposed Cr6 MCL rule would give the District three years to come into compliance with the rule, the District is proceeding with the treatment project now and is seeking an engineering consultant to assist with the project.

A preliminary review of available water quality information for Well 15 indicates that, except for the Cr6 contamination, the well has very good water quality. Concentrations of anions that would interfere with strong base anion exchange (SBA IX) treatment for Cr6 removal are very low. The District informs Provost & Pritchard that Cal American Water has been successful utilizing SBA IX treatment on a nearby well with similar water quality in a non-regenerable, "single use" mode. The system is operated until the resin's capacity for Cr6 is nearly exhausted and then the resin is hauled off-site for disposal and new resin is installed in the vessels. The resin is not regenerated. It is currently assumed that a similar single-use SBA IX treatment process will be cost effective at Well 15 and this assumption is the basis for this proposal. Should a different treatment approach, such as regenerable SBA IX treatment, weak base anion exchange treatment, or reduction coagulation filtration treatment, be determined to be necessary, this proposal would need to be revised. While the District desires to remove all Cr6 from the water, it is not known whether it will be able to fund operation of the treatment plant to do so. To allow for a potential reduction in operating

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costs, and subject to DDW approval, it has been assumed that the treatment plant will be designed to bypass a portion of the well flow around the IX system.

The following scope of services and associated estimated fee is for engineering services associated with design, permitting, and limited bid and construction phase services associated with the addition of single-use SBA IX treatment to Well 15. Provost & Pritchard will be responsible for contacting resin suppliers to obtain resin bed life projections, preparation of construction plans, technical specifications, and cost opinions, and assisting the District with permitting the project with the State Water Resources Control Board Division of Drinking Water (DDW). Provost & Pritchard will also provide limited bidding assistance and limited construction phase services.

The District's engineer, Vasquez Engineering, will be responsible for surveying, geotechnical, and environmental permitting services. Vasquez Engineering will also provide and arrange for construction management services and serve as the primary point of contact for contractor requests for information, change orders, and pay requests. The District is exempt from obtaining building permits and no work within the public right of way is anticipated. The District has indicated that there will be no ancillary improvements to the Well 15 facility except for replacement of a wall-mounted air conditioner serving the existing electrical room. Electrical improvements are anticipated to be limited to area lighting around the treatment system and integration of flow meters, pressure transducers, and a bypass flow control valve into the existing RTU, which is reported to have adequate available I/O capacity.

SCOPE OF SERVICES

Our proposed scope of work for this proposal is segregated into several phases, described below.

PHASE SD: (SCHEMATIC DESIGN)

Services under this phase of work will include:

1. Review of available water quality information, record drawings, and other relevant information provided by the District
2. Coordination with one or more SBA resin suppliers to obtain recommended operating parameters, resin usage rate and resin replacement cost information
3. Preparation of a brief Basis of Design Memorandum summarizing the following information:
 - a. Design raw water quality parameters and treatment objectives
 - b. SBA IX process parameters, resin selection, and system sizing
 - c. Preliminary site plan
 - d. Estimated capital and O&M costs
4. Participation in a conference call/video conference with DDW to obtain preliminary approval for the project

PHASE CD: (CONSTRUCTION DOCUMENTS)

Services under this phase of work will include:

1. 60% design submittal
 - a. Prepare 60% plans for the project including the following sheets:
 - i. Cover and index (1 sheet)
 - ii. Legend and abbreviations (1 sheet)
 - iii. Design Criteria and process flow diagram (1 sheet)
 - iv. Site plan (1 sheet)

- v. Site piping plan (1 sheet)
 - vi. Ion exchange vessel Plan (1 sheet)
 - vii. Piping Sections and Details (1 sheet)
 - viii. Electrical site plan
 - b. Prepare 60% opinion of probable construction cost
 - c. Submit 60% plans and cost estimate in electronic (PDF) format
2. 90% design submittal
 - a. Address 60% review comments
 - b. Incorporate remaining plan sheets including
 - i. Demolition plan
 - ii. Grading plan
 - iii. Piping plan
 - iv. Miscellaneous details
 - v. Electrical sheets (as required)
 1. Legend, abbreviations, symbols
 2. Single line diagram and load calculation
 3. Electrical site plan
 4. Conduit cable and equipping plan
 5. Grounding and lighting plan
 6. Electrical schedules
 7. Electrical details
 8. Process and instrumentation diagram
 - vi. Other sheets as necessary to define the work
 - c. Prepare draft Operations Plan
 - d. Prepare technical specifications in six-digit CSI format
 - e. Prepare revised opinion of probable construction cost
 - f. Submit 90% plans, specifications, draft Operations Plan, and cost estimate in electronic format
3. 100% (bid-ready) submittal
 - a. Address 90% review comments
 - b. Prepare signed and stamped plans and specifications and final opinion of probable construction cost
 - c. Submit bid-ready plans, specifications, and cost estimate in electronic format
 - d. Prepare conformed plans and specifications following bidding

PHASE BID: (BIDDING ASSISTANCE)

Services under this phase of work will include:

1. Assist with preparation of addenda and clarifications as necessary during the bid period

PHASE CA: (CONSTRUCTION ADMINISTRATION ASSISTANCE)

Services under this phase of work will include:

1. Review contractor submittals and shop drawings
2. Assist in responding to contractor requests for information (three RFIs have been assumed)
3. Review contractor change orders
4. Finalize Operations Plan
5. Site visit by process and electrical design engineers for final punch-list walkthrough

6. Prepare record drawings based on "as-built" information furnished by the contractor and/or the District. Provide electronic copy of record drawings to the District for its permanent records

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate of \$116,500 without additional authorization.

PROPOSED FEE – WELL 15 TREATMENT	
PHASE	ESTIMATED FEE
Phase SD	\$15,000
Phase CD	\$71,000
Phase BID	\$3,500
Phase CA	\$27,000
Total Estimated Fee:	\$116,500

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line item estimates shown, however total billings will not exceed the Total shown without additional authorization. If the scope changes materially from that described above, as a result of any agency's decision or because of design changes requested by the District, we will prepare a revised estimate of our fees for your approval before we proceed.

SCHEDULE

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and are authorized to proceed, we can prepare the Basis of Design Memorandum for initial submittal in approximately (4 to 6) weeks. We will work with the District to develop a mutually acceptable timeline for the remainder of the project.

ASSUMPTIONS

1. This proposal is based on the selected treatment process being single-use strong base anion exchange.
2. Surveying, geotechnical investigations, and environmental permitting will be by others. Survey basemap information will be provided in AutoCAD version 2017 or newer.
3. Any required permits associated with disposal of resin conditioning water, start-up and flush-to-waste water, or other wastes will be by others.
4. Building permits including, but not limited to structural, electrical, and grading permits, will not be required.
5. Storm water and dust control plans will be prepared by the contractor or others.
6. Cost opinions are to be made on the basis of Provost and Pritchard's experience and qualifications and represents our best judgment as to the probable construction costs. However, since we have no control over costs or the price of labor, equipment or materials, or over the contractor's method of

- pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
7. Any water quality analyses required will be arranged for and paid for by others.
 8. Provost & Pritchard CAD standards and title block will be used for the design of this project.
 9. Provost & Pritchard's current CAD version will be used.
 10. Title 24 calculations will not be prepared for this project.
 11. The facility has existing power provisions and an existing power distribution panel with space for new circuits.
 12. Revised controls software and integration services are not included in this scope of work. The existing onsite communications provisions are adequate and are not included in the scope of work.

ADDITIONAL SERVICES

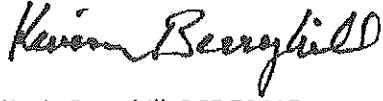
The following services are not included in this proposal, however, these and others can be provided at additional cost, upon request.

1. Assisting the District with prepurchase of equipment
2. Topographic and boundary Survey
3. Geotechnical Investigation
4. Bench- or pilot-scale treatment studies
5. Corrosion control studies
6. Environmental documentation (California Environmental Quality Act/National Environmental Policy Act)
7. Pre-construction and/or post-construction Biological Surveys
8. Contractor prequalification
9. Worker Environmental Awareness Program (WEAP) Training
10. Construction phase services such as: construction review, construction staking, contract management services, as-built survey.
11. Storm Water Pollution Prevention Plan (SWPPP) in compliance with State Water Resources Control Board (SWRCB) Construction General Permit
12. Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures, or requirements after the date of this agreement.
13. Payment of all checking and inspection fees, zoning and annexation application fees, assessment fees, and all other fees, permits, title company charges, and all other similar charges not specifically covered by the terms of this agreement.
14. Services associated with litigation including responding to subpoenas, litigation consulting, and serving as an expert witness. The District agrees that labor and reimbursable costs associated with responding to subpoenas will be paid by the District as additional services.

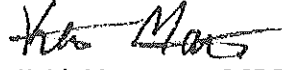
TERMS AND CONDITIONS

In order to convey a clear understanding of our mutual responsibilities under this proposal, our standard Consultant Services Agreement is attached. Please note your approval through consent to your electronic signature below and on the Consultant Services Agreement via DocuSign. Receipt of these documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group



Kevin Berryhill, RCE 70415
Project Manager



Keith Mortensen, RCE 75865
Director of Operations

TERMS AND CONDITIONS ACCEPTED

By Rio Linda Elverta Community Water District

Signature

Printed Name

Title

Date

Schedule: The District and Consultant shall set forth a mutually agreeable schedule upon execution of this Agreement.

Budget: The total budget for performing the Work Scope is a time and materials not to exceed total of \$116,500.00 pursuant to the estimate provided by the Consultant in their proposal. The budget shall not be exceeded without written consent from the District.

Monthly invoices shall provide sufficient task completion information to verify actual work completed. Tasks, billing rates, and budgets breakdowns are shown as an attachment on the next page.

The Consultant's table with tasks, billing rates, and budgets follows this page.

**PROVOST&PRITCHARD
CONSULTING GROUP**

**RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT
WELL 15 HEXAVALENT CHROMIUM TREATMENT
PRELIMINARY ESTIMATE OF STAFF HOURS**

Task No.	Task	Principal Engineer V	Principal Engineer III	Assistant Engineer IV	Senior Structural Engineer II	Senior Technician III	Project Administrator V	Associate Engineer V	Senior Technician IV	Assistant Engineer I	Labor Totals	Sub-consultant Fee	Sub-cons. Fee Markup: 15%	Miles Traveled Rate: \$0.66	Expenses, Fees	Mileage/ Reimb. Costs Markup: 15%	TOTAL
		\$230	\$240	\$143	\$182	\$152	\$114	\$182	\$159	\$115							
1	Schematic Design																
1.1	Project management (12 months)	24					6				\$7,404		\$0			\$0	\$7,404
1.2	Data review and supplier coord	4									\$1,120		\$0			\$0	\$1,120
1.3	BOD memorandum	8	2	2			1				\$9,120		\$0			\$0	\$9,120
1.4	Preliminary site plan	2		12		4					\$2,884		\$0			\$0	\$2,884
1.5	DDW coordination	2		1							\$703		\$0			\$0	\$703
Task 1 Fee Subtotal		40	2	15	0	4	7	0	0	0	\$15,231	\$0	\$0	0	\$0	\$0	\$15,231
2	Construction Documents																
2.1	Cover & Index				2						\$286		\$0			\$0	\$286
2.2	Legend & abbreviations				2						\$286		\$0			\$0	\$286
2.3	Design criteria & process flow	2			4						\$1,132		\$0			\$0	\$1,132
2.4	Site plan	2			12						\$2,276		\$0			\$0	\$2,276
2.5	Site piping plan	3			12						\$2,556		\$0			\$0	\$2,556
2.6	Ion exchange vessel plan	1			8						\$1,424		\$0			\$0	\$1,424
2.7	Piping sections and details	2			12						\$2,276		\$0			\$0	\$2,276
2.8	Demolition plan	1			6						\$1,138		\$0			\$0	\$1,138
2.9	Grading plan	2			10						\$1,990		\$0			\$0	\$1,990
2.10	Miscellaneous details	2			16						\$2,848		\$0			\$0	\$2,848
2.11	Structural details	2			8	12					\$3,888		\$0			\$0	\$3,888
2.12	Electrical sheets and site visit	4						50	20	20	\$15,700	\$3,000	\$3,450	600		\$452	\$19,602
2.13	Specifications	8			16		4	24			\$9,352		\$0			\$0	\$9,352
2.14	Cost estimates	6			4			8			\$3,708		\$0			\$0	\$3,708
2.15	Draft Operations Plan	8	3		16						\$5,248		\$0			\$0	\$5,248
2.16	60% submittal	4	4		8	2	2				\$4,120		\$0			\$0	\$4,120
2.17	90% submittal	4	4		8	2	2				\$4,348		\$0			\$0	\$4,348
2.18	100% submittal	4	4		8	2	2				\$4,348		\$0			\$0	\$4,348
Task 2 Fee Subtotal		55	15	152	18	6	14	82	20	20	\$66,924	\$3,000	\$3,450	600	\$0	\$452	\$70,826
3	Bidding Assistance																
3.1	Clarifications and addenda	4			8	2		2	4		\$3,584		\$0			\$0	\$3,584
3.2											\$0		\$0			\$0	\$0
Task 3 Fee Subtotal		4	0	8	2	0	2	4	0	0	\$3,584	\$0	\$0	0	\$0	\$0	\$3,584
4	Construction Administration																
4.1	Submittals and RFIs	16			32	4					\$14,152		\$0			\$0	\$14,152
4.2	Finalize Operations Plan	6			12			2			\$3,624		\$0			\$0	\$3,624
4.3	Site visit	8							10		\$4,060		\$0	1,000		\$753	\$4,813
4.4	Record drawings	2				12			3	4	\$4,476		\$0			\$0	\$4,476
4.5											\$0		\$0			\$0	\$0
Task 4 Fee Subtotal		32	0	44	4	12	2	42	4	0	\$26,312	\$0	\$0	1,000	\$0	\$753	\$27,065
Project Hour Subtotals		131	17	219	24	22	25	128	24	20	610	\$3,000	\$3,450	\$1,600	\$0	\$1,205	\$116,705
Project Fee Subtotals		\$36,680	\$4,080	\$31,317	\$4,368	\$3,344	\$2,850	\$23,296	\$3,816	\$2,300	\$112,051	\$3,000	\$3,450	\$1,600	\$0	\$1,205	\$116,705

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line item estimates shown, however total billings will not exceed the Total shown without additional authorization.

DRAFT**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2024-****ADOPTING A MAXIMUM CONTAMINANT LEVEL FOR HEXAVALENT CHROMIUM
AND CERTIFYING FINAL ENVIRONMENTAL IMPACT REPORT****WHEREAS:**

1. California public water systems are subject to regulations adopted under the California Safe Drinking Water Act (Health & Saf. Code, div. 104, pt. 12, ch. 4, § 116270 et seq.).
2. Under the California Safe Drinking Water Act, the State Water Resources Control Board (State Water Board) is responsible for adopting primary drinking water standards for contaminants in drinking water. (Health & Saf. Code, § 116365.) Primary drinking water standards are defined in the California Safe Drinking Water Act as the maximum levels of contaminants that, in the judgment of the state board, may have an adverse effect on the health of persons and the monitoring and reporting requirements adopted by the state board that pertain to the maximum contaminant levels (MCLs). (Health & Saf. Code, § 116275, subd. (c).)
3. It is the policy of the state to reduce to the lowest level feasible all concentrations of toxic chemicals that, when present in drinking water, may cause cancer, birth defects, and other chronic diseases. (Health & Saf. Code, § 116270, subd. (d).)
4. Hexavalent chromium is a heavy metal that is carcinogenic and toxic to the liver, and it is present in drinking water due to both natural occurrence and its use in industrial applications.
5. The Legislature directed the State Water Board to adopt a primary drinking water standard for hexavalent chromium. (Health & Saf. Code, § 116365.5.)
6. The State Water Board is required to set the primary drinking water standard for hexavalent chromium at a level that is as close as feasible to the public health goal published by the Office of Environmental Health Hazard Assessment, placing primary emphasis on the protection of public health, and that, to the extent technologically and economically feasible, avoids any significant risk to public health. (Health & Saf. Code, § 116365.)

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7. In 2011, the Office of Environmental Health Hazard Assessment (OEHHA) published a public health goal for hexavalent chromium of 0.02 parts per billion (ppb). In November 2023, as part of its review of the hexavalent chromium public health goal, OEHHA released a draft technical support document for a proposed health-protective concentration for the noncancer effects of hexavalent chromium in drinking water of 5 micrograms per liter (ug/L or ppb). Finalization of a PHG update will likely take at least another year to complete, including development of a health-protective concentration for cancer effects of hexavalent chromium.
8. On June 16, 2023, in accordance with the California Administrative Procedure Act (APA) (Gov. Code, div. 3, pt. 1, ch. 3.5), the State Water Board distributed, and the Office of Administrative Law published, a Notice of Proposed Rulemaking for the proposed regulations, which included a primary drinking water standard for hexavalent chromium.
9. Consistent with the requirements of Government Code section 11346.2, the State Water Board prepared an Initial Statement of Reasons (ISOR) for proposing an MCL for hexavalent chromium of 10 ug/L, including a standardized regulatory impact analysis, as required by Government Code section 11346.3 and title 1 of the California Code of Regulations (CCR), sections 2000-2204, which was made available to the public.
10. Also on June 16, 2023, as lead agency under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) (CEQA), the State Water Board completed a Draft Environmental Impact Report (EIR) for the proposed regulations in accordance with section 15187 of the CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) and distributed a Notice of Availability of Draft EIR.
11. The Notice of Proposed Rulemaking and the Notice of Availability of Draft EIR solicited comments on the proposed regulations and the Draft EIR, respectively, until noon on August 4, 2023, for a public comment period greater than 45 days.
12. After distributing a Revised Notice of Proposed Rulemaking on July 21, 2023, to change the location for a public hearing on the proposed regulations, the State Water Board distributed a Second Revised Notice of Proposed Rulemaking to extend the public comment period on the proposed regulations to noon on August 11, 2023.

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13. On August 2, 2023, the State Water Board held a hearing to receive oral and written comments from the public on the proposed regulations in accordance with the APA, and on the Draft EIR.
14. On August 4, 2023, the State Water Board distributed a Third Revised Notice of Proposed Rulemaking to extend the public comment period on the proposed regulations to noon on August 18, 2023.
15. At the hearing and in written comments, groups representing publicly owned treatment works (POTWs) expressed concerns about the impacts of the hexavalent chromium MCL on their operations, including the need to meet the MCL as a water quality objective to protect municipal and domestic supply beneficial uses of water because some regional water quality control boards have prospectively incorporated by reference drinking water standards as water quality objectives into their water quality control plans.
16. On November 22, 2023, in response to public comments, the State Water Board distributed a Notice of Public Availability of Changes to Proposed Regulations, soliciting comments on changes to the proposed regulations until noon on December 15, 2023.
17. On January 31, 2024, and February 14, 2024, the State Water Board distributed a Notice of Public Availability of Additional Documents Relied Upon and a Revised Notice of Public Availability of Additional Documents Relied Upon, respectively, soliciting public comments on the addition of the documents to the rulemaking record until noon on March 4, 2024.
18. Following the close of the final public comment period on March 4, 2024, State Water Board staff compiled, reviewed, and prepared draft responses to comments on the proposed regulations and the Draft EIR, and made those available to the public as part of the agenda item for the approval of the regulations.
19. Final responses to all comments on the proposed regulations that were received during the public comment periods will be prepared and contained within the Final Statement of Reasons and submitted to the Office of Administrative Law as part of the rulemaking record.
20. The State Water Board did not receive any comments or additional information that constituted significant new information requiring recirculation

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of the Draft EIR under section 21092.1 of the Public Resources Code and section 15088.5 of the CEQA Guidelines.

21. As required by CEQA, no fewer than 10 days before the date of this meeting the State Water Board distributed a copy of the Final EIR, including responses to comments, to all public agencies that commented on the Draft EIR.
22. The State Water Board is required to adopt a finding of the best available technology for each contaminant for which a primary drinking water standard has been adopted at the time the standard is adopted, taking into consideration the costs and benefits of best available treatment technologies that have been proven effective under full-scale field applications. (Health & Saf. Code, § 116370.)
23. The State Water Board finds that the best available technologies for removing hexavalent chromium from drinking water are ion exchange, reverse osmosis, and reduction/coagulation/filtration, as described in the Initial Statement of Reasons for the proposed regulations and as specified in the proposed regulations.
24. The State Water Board submitted the scientific portions of the proposed regulations, along with a statement of the scientific findings, conclusions, and assumptions on which the scientific portions of the proposed regulations are based and the supporting scientific data, studies, and other appropriate materials, for external scientific peer review in accordance with section 57004 of the Health and Safety Code. The State Water Board posted the peer review request, findings, and State Water Board responses on the State Water Board's website.
25. Regulatory package elements are posted on the program webpage at https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/SWRCB/DDW-21-003_hexavalent_chromium.html.
26. The State Water Board finds that the proposed regulations are technologically and economically feasible for the reasons set forth in the Initial Statement of Reasons.
27. It is the policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. (Wat. Code, § 106.3.) The State Water Board has

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considered this policy when adopting the proposed regulations, including the need to consider impacts to affordability from regulations that protect public health and safety. The adoption of the proposed regulations advances the human right to water by setting a primary drinking water standard for hexavalent chromium that is protective of public health, while avoiding substantial impacts to affordability and accessibility. Adoption of the proposed regulations would improve the safety of drinking water from public water systems in California by prohibiting hexavalent chromium above the proposed maximum contaminant level of 10 ppb. As described in the ISOR, the proposed regulations would reduce the risk of cancer and health effects from liver toxicity due to hexavalent chromium. At the same time, and as discussed in the ISOR, the proposed regulations are economically feasible. Nevertheless, it is possible that some customers may struggle to afford safe drinking water as a result of rate increases imposed by affected public water systems to comply with the proposed regulations. That risk, however, can potentially be mitigated by financial assistance for public water systems and alternative means of compliance for small systems, including implementation of point-of-use and point-of-entry treatment units in lieu of centralized treatment. In addition, the ISOR demonstrates that the likely monthly increase for the vast majority of those affected is less than \$8, an affordable increase to protect public health and provide safe drinking water to as many Californians as possible.

THEREFORE, BE IT RESOLVED THAT:

The State Water Board:

1. Certifies that the Final EIR has been completed in compliance with CEQA, that the Final EIR was presented to the State Water Board as the decision-making body, that the State Water Board reviewed and considered the information contained in the Final EIR prior to approving the proposed regulations, and that the Final EIR reflects the State Water Board's independent judgment and analysis.
2. Adopts the CEQA Findings and Statement of Overriding Considerations (Attachment 1).
3. Adopts the proposed regulations for a hexavalent chromium MCL of 10 ppb, and makes modifications to California Code of Regulations, Title 22, sections 64415, 64431, 64432, 64447.2, 64463.4, 64465, and 64481, as appended to this resolution (Attachment 2).

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4. Encourages the regional water quality control boards to work with the POTWs and consider approaches, including schedules of compliance, to avoid imposing unnecessary costs to POTWs to address exceedances of hexavalent chromium in their effluent that will be addressed as public water systems come into compliance with the MCL.
5. Directs the Executive Director or designee to sign Form 400, and directs staff to compile the final statement of reasons, including the final responses to comments, and submit it with the adopted regulations to OAL.
6. Authorizes the Executive Director or designee to make non-substantive revisions to the adopted regulations or supporting documentation, if prior to their filing by OAL with the Secretary of State, the State Water Board or its staff, or OAL, determine that non-substantive revisions are needed.
7. Directs staff to file a Notice of Determination in accordance with CEQA within five working days of the date of this resolution.
8. Directs staff to continue to monitor OEHHA's update of the PHG for hexavalent chromium, and to amend the MCL, as required by section 116365 of the Health and Safety Code, if any updated PHG indicates that hexavalent chromium may present a materially different risk to public health than was previously determined.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on April 17, 2024.

Courtney Tyler
Clerk to the Board

Compliance Plans

- PWS exceeding the MCL before compliance date must submit compliance plan.
- Compliance Plans are proposed to ensure that the additional time granted by the compliance schedule will be spent effectively.
- Compliance Plans must:
 - Be submitted within 90 days of MCL exceedance
 - Include proposed method of compliance
 - Include projected dates for plan submission and treatment construction
 - If proposing treatment, must include pilot study and projected completion date of operations plan
 - Be implemented by PWS once approved
- Compliance Plans may be amended.

Consumer Confidence Report (CCR)

- Annual drinking water report to consumers
- Proposed health effects language:

“Some people who drink water containing hexavalent chromium in excess of the MCL over many years may have an increased risk of getting cancer.”
- Proposed language for exceedances prior to compliance date:

“Chromium (hexavalent) was detected at levels that exceed the chromium (hexavalent) MCL. While a water system of our size is not considered in violation of the chromium (hexavalent) MCL until [insert applicable compliance date], we are working to address this exceedance and ensure timely compliance with the MCL. Specifically, we are [insert actions taken and planned to ensure compliance by applicable compliance date].”

Public Notice – Typical Contaminant Origins

- Used in consumer confidence reports and public notices
- Proposed Typical Contaminant Origins Language:

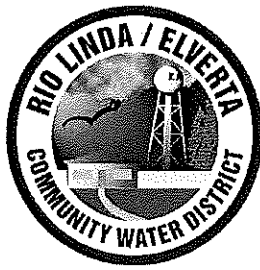
“Erosion of natural deposits; transformation of naturally occurring trivalent chromium to hexavalent chromium by natural processes and human activities such as discharges from electroplating factories, leather tanneries, wood preservation, chemical synthesis, refractory production, and textile manufacturing facilities.”

Public Notice – Tier 2

- Provides consumers with notification of violations based on level of potential public health impact:
 - Tier 1: acute health effects; notification required within 24 hours
 - Tier 2: non-acute health effects, persistent violations; notification required within 30 days
 - Tier 3: monitoring, reporting, recordkeeping; notification required within 1 year
- **Tier 2 notification** for MCL exceedances occurring prior to applicable compliance date
- Would ensure compliance schedule does not result in consumer notification delay

Existing Requirements

- Initial sampling must start within 6 months of the effective date of the regulation.
 - Sampling from previous 2 years may be substituted if performed in accordance with 22 CCR § 64432.
- Permit amendments are required in some cases, including additions or changes in treatment [22 CCR § 64556].



Items for Discussion and Action

Agenda Item: 4.4

Date: April 22, 2024

Subject: Consider Declaring Annual Doubtful Recovery Debt

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends the Board approve the list of doubtful recovery debt.

Current Background and Justification:

The District is a tax-exempt, non-profit government agency owned by the Rio Linda/Elverta community. When customers do not pay for the water services provided and for which the District has incurred costs (payroll, energy, materials, etc.), the District has an obligation to recover the costs via all reasonable methods. Otherwise, failure to collect the cost of providing service results in transferring the cost burden from the non-paying customers to the paying customers. Pursuant to statutory requirements and District policy, the District must make all reasonable efforts to recover the cost of providing service. The various means to compel payment include:

1. Discontinuation of service until the unpaid balance is addressed. (statistically the most effective, but now more complex with the implementation of SB 998.
2. Recording a lien against the property (effectiveness limited by property sale, many customers ignore the lien if sale of the property is not anticipated)
3. Direct Assessment places a charge directly on the property owner's tax bill. If the charge remains unpaid for several years, the County has the authority to auction off the property for at least the amount of unpaid taxes. (effective but limited to once per calendar year.

The District regularly performs all 3 methods described above. However, despite all reasonable efforts, sometimes the District cannot recover the cost of providing service within the time constraints and property ownership limitations. Circumstances leading to non-recovery of costs include; bankruptcy declarations, short sells and other means of transferring property ownership faster than the District can record liens, and failure by the District to exercise all reasonable efforts within the statutory time limits and/or pursuant to statutory requirements.

In the circumstances where the district cannot recover the cost of providing service, the District is compelled to declare the debt as “doubtful recovery” AKA write off (although the term write off is prone to connote the private sector accounting principle of writing off the loss as a tax deduction. The District, a tax-exempt entity, has no such benefit. Failure to declare doubtful recovery debt has the potential to lead to findings in our annual, independent audit because the District’s financial records could fail to reflect the District’s financial position fairly and accurately.

Conclusion:

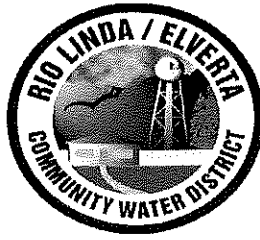
Sample Motion - Move to approve the list of doubtful recovery debt included as a document associated with this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Garrison _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

Account No.	Location No.	Status	Current	1-30 Days	31 - 60 D	61 - 90 Da	91 - 120	>120 Days	Balance
3075505	2210JUBILEE0WAY	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$139.29	\$139.29
3171100	3000MONTAGUE0WA	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158.20	\$158.20
6128002	3210E0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$26.91	\$101.24	\$128.15
6134101	59240W02ND0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164.51	\$164.51
8069106	4610SILVER0CRE	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$137.86	\$137.86
9124002	5440M0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.93	\$12.93
11047000	4370L0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.82	\$115.82
11112005	660807TH0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.38	\$29.38
13022102	1320W0DELANO	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$236.84	\$236.84
13090003	84280MIGUEL	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$443.13	\$443.13
13141103	4190RAFAEL	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.51	\$26.51
13184000	78010ELWYN	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$79.71	\$79.71
14171103	67420SUN0ACER0W	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.42	\$10.42
17035000	7010ALBEMARLE	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.50	\$36.50
18044102	69230DRY0CREEK	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$309.62	\$309.62
18051305	11990O0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.35	\$13.35
20098104	10490OLD0MILLOW	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$340.50	\$340.50
20222002	8140SUN0VISTA0C	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,585.56	\$1,585.56
22043104	10280HAYER0CIR	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170.47	\$170.47
24380001	17120E0ST	Final	\$0.00	\$0.00	\$0.00	\$355.23	\$6.00	\$310.40	\$671.63
24472001	17330G0STREET	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.89	\$21.89
24532100	14490I0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$98.48	\$98.48
25105202	5629020TH0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.63	\$17.63
25428000	6010026TH0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.51	\$15.51
25484003	6633024TH0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77.31	\$77.31
25540200	6703022ND0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.58	\$48.58
25554105	6525022ND0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.21	\$12.21
26786000	6516014TH0STREE	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.52	\$10.52
								Total	\$5,112.51



**Items for Discussion and Action
Agenda Item: 4.5**

Date: April 22, 2024

Subject: Revisions to Policy 2.01.050 to Encourage Board Member Compliance with Mandatory Training

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee forwarded this item onto the April 22nd Board agenda.

Current Background and Justification:

As of the writing of this report, two Board Members are more than 450 days overdue for state mandated training on Ethics and/or Harassment Prevention.

Recently, a Board Member recommended the District should discuss adoption of a policy to encourage compliance. The statutes that require the mandatory Board Member training do NOT include any consequence for non-compliance, i.e. a law with no teeth. By comparison, the statute that mandates annual submittals of the Statement of Economic Interests includes a fine, of \$10 per day for late submittals, and the fines are assessed to the elected official individually (no be paid by the agency)..

In consideration of the above-described insufficient consequences for non-compliance, some agencies have adopted internal policies to increase compliance. Examples of such policies include:

1. Restricting affected Board Member Compensation until compliance is established.
2. Limiting affected Board Member eligibility for assignments, e.g. SGA, ACWA etc.

The Executive Committee directed staff to draft a policy revision to make Board Member compensation contingent upon compliance with mandated training. The General Manager drafted a proposed revision to policy 2.01.050, included as a document associated with this item.

Conclusion:

Sample Motion – Move to approve proposed revisions to policy 2.01.050

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Garrison _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

Item 4.5 Revision to Policy 2.01.050

2.01.050 Compensation of Directors.

(See Ca Water Code §30507 and Resolution 2002-12 adopted November 18, 2002)

Each director shall receive compensation in an amount determined by resolution of the Board not to exceed one hundred dollars (\$100) for each day's attendance at meetings of the Board or for each day's service rendered as a Director by request of the Board, not exceeding a total of six days in any calendar month, together with any expenses incurred in the performance of his/her duties required or authorized by the Board.

Board Members shall be deemed ineligible for the above-described compensation while they are overdue for state mandated Board Member training. State mandated training consists of:

1. Harassment Prevention Training (Ref. California Government Code Section 53237.1).
2. Ethics Training (Ref. AB 1234, California Government Code Section 54952).

Government Code - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607] (Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821] (Division 2 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7] (Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 2. Officers and Employees [53200 - 53299] (Chapter 2 added by Stats. 1949, Ch. 81.)

ARTICLE 2.4. Ethics Training [53234 - 53235.2] (Article 2.4 added by Stats. 2005, Ch. 700, Sec. 4.)

53234

For purposes of this article, the following definitions apply:

(a) "Legislative body" has the same meaning as specified in Section 54952.

(b) "Local agency" means a city, county, city and county, charter city, charter county, charter city and county, school district, county office of education, charter school, or special district.

(c) "Local agency official" means any of the following:

(1) A member of a local agency legislative body or an elected local agency official who receives any type of compensation, salary, or stipend or reimbursement for actual and necessary expenses incurred in the performance of official duties.

(2) An employee designated by a local agency governing body to receive the training specified under this article.

(3) A member of the governing board of a school district, a county board of education, or the governing body of a charter school, whether or not that member receives any type of compensation, salary, or stipend or reimbursement for actual and necessary expenses incurred in the performance of official duties.

(d) "Ethics laws" include, but are not limited to, the following:

(1) Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws.

(2) Laws relating to claiming perquisites of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies.

(3) Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws.

(4) Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

(Amended by Stats. 2022, Ch. 279, Sec. 1. (AB 2158) Effective January 1, 2023.)

53235.

(a) (1) If a local agency provides any type of compensation, salary, or stipend to a member of a legislative body, or provides reimbursement for actual and necessary expenses incurred by a member of a legislative body in the performance of official duties, then all local agency officials shall receive training in ethics pursuant to this article.

(2) All local agency officials who are members of the governing board of a school district, a county board of education, or the governing body of a charter school shall receive training in ethics pursuant to this article, whether or not any member receives any type of compensation, salary, or stipend or reimbursement for actual and necessary expenses incurred in the performance of official duties.

(b) Each local agency official shall receive at least two hours of training in general ethics principles and ethics laws relevant to the official's public service every two years.

(c) If an entity develops curricula to satisfy the requirements of this section, then the Fair Political Practices Commission and the Attorney General shall be consulted regarding the sufficiency and accuracy of the proposed course content. When reviewing any proposed course content the Fair Political Practices Commission and the Attorney General shall not preclude an entity from also including local ethics policies in the curricula.

(d) A local agency or an association of local agencies may offer one or more training courses, or sets of self-study materials with tests, to meet the requirements of this section. These courses may be taken at home, in-person, or online.

(e) A provider of training courses to meet the requirements of this article shall provide participants with proof of participation to meet the requirements of Section 53235.2.

(f) A local agency shall provide information on training available to meet the requirements of this article to its local officials at least once annually.

(Amended by Stats. 2022, Ch. 279, Sec. 2. (AB 2158) Effective January 1, 2023.)

53235.1.

(a) Each local agency official in local agency service as of January 1, 2006, except for officials whose term of office ends before January 9, 2007, shall receive the training required by subdivision (a) of Section 53235 before January 1, 2007. Thereafter, each local agency official shall receive the training required by subdivision (a) of Section 53235 at least once every two years.

(b) (1) Except as provided in paragraph (2), each local agency official who commences service with a local agency on or after January 1, 2006, shall receive the training required by subdivision (a) of Section 53235 no later than one year from the first day of service with the local agency. Thereafter, each local agency official shall receive the training required by subdivision (a) of Section 53235 at least once every two years.

(2) Each local agency official who, as of January 1, 2025, is a member of the governing board of a school district, a county board of education, or the governing body of a charter school, except for officials whose term of office ends before January 1, 2026, shall receive the training required by paragraph (2) of subdivision (a) of Section 53235 before January 1, 2026. Thereafter, each local agency official who is a member of the governing board of a school district, a county board of education, or the governing body of a charter school shall receive the training required by paragraph (2) of subdivision (a) of Section 53235 at least once every two years.

(c) A local agency official who serves more than one local agency shall satisfy the requirements of this article once every two years without regard to the number of local agencies with which the official serves.

(Amended by Stats. 2022, Ch. 279, Sec. 3. (AB 2158) Effective January 1, 2023.)

53235.2.

(a) A local agency that requires its local agency officials to complete the ethical training prescribed by this article shall maintain records indicating both of the following:

(1) The dates that local officials satisfied the requirements of this article.

(2) The entity that provided the training.

(b) Notwithstanding any other provision of law, a local agency shall maintain these records for at least five years after local officials receive the training. These records are public records subject to disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1).

(Amended by Stats. 2021, Ch. 615, Sec. 196. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)



State Ethics Training Requirements For Local Officials: Frequently Asked Questions (FAQs)

9/04/12 Edition

Overview of Requirement

1. What requirements does AB 1234 create regarding ethics training for local officials?

The basic thrust of AB 1234 is to require covered officials (see next question) to take two hours of training in ethics principles and laws every two years.¹

Who's Covered

2. Who must receive mandatory ethics training?

Basically the requirement applies to those elected or appointed officials who are compensated for their service or reimbursed for their expenses.² The specific trigger for this requirement is whether the agency either compensates or reimburses expenses for members of any of its Brown Act covered bodies; if it does, then all elected and appointed "local agency officials" (as defined) must receive this training.³ "Local agency official" means any member of a legislative body or any elected local agency official who receives compensation or expense reimbursement.⁴

"Local agency" means "a city, county, city and county, charter city, charter county, charter city and county, or special district."⁵ Thus the training requirement does *not* include agencies on which local officials serve (for example, redevelopment agency governing boards or joint powers agencies), although many such officials will likely be covered by virtue of their status with cities, counties and special districts. Note that it also does not include school districts.

Note that local agencies also have the option of requiring certain employees to receive this training.⁶

Compliance and Enforcement

7. How do officials demonstrate compliance with the mandatory ethics requirements?

When local agency officials receive the training, they will be given proof of participation.¹⁴ Copies of these certificates must be provided to the agency's custodian of records and maintained as public records subject to disclosure to the media, the public and others for at least five years.¹⁵

8. What is the enforcement mechanism to assure that local officials receive such training?

The new law is directory; there is no specific penalty for failing to complete the required training.¹⁶ Presumably there will be a periodic public records requests by the media, candidates and others to verify which officials have and have not met the requirements.¹⁷

Local agencies are using a variety of techniques to encourage compliance. Options include:

1. **Circulate a List of Complying and Non-complying Officials within the Agency.** Putting who has (and who has not) complied in writing along with a reminder that the agency is expecting media and other inquiries may be one way to encourage compliance. This list can be circulated to officials with a thank you to those who have satisfied the requirement and a list of options for compliance for those who have not.
2. **Create a Financial Penalty.** Another option for encouraging compliance is to adopt a policy that officials who have not complied with their AB 1234 training requirements will not be eligible to have their expenses reimbursed.
3. **Make Compliance a Condition of Agency Service for Appointees.** In situations where the non-compliant official is an appointee, a local policy could provide the appointment be either rescinded or that the non-complying individual is ineligible for re-appointment.
4. **Post Certificates on Agency's Website.** The agency can post scans of those within the agency who have complied with the requirement, which also lets the media and the public know how the official satisfied the training.



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

Date: April 22, 2024

Subject: Board Member Disciplinary Hearing Pursuant to Policy 2.01.400

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee forwarded this item onto the April 22nd Board agenda.

Current Background and Justification:

The process for conducting Board Member disciplinary hearings is established in policy 2.01.400. The Notice of Disciplinary Hearing (included as a document associated with this item) was sent via certified mail to the affected Board Member on April 11th.

At the conclusion of the disciplinary hearing the Board may vote to censure the affected Board Member, or the Board may vote for a lesser form of discipline. If the Board opts for censure, the Board will direct staff to draft a Resolution of Censure. The affected Board Member cannot vote on this item.

Conclusion:

The Board should open the hearing and invite testimony. The affected Board Member will be given an opportunity to present written and/or oral evidence. At the conclusion of the hearing, the Board will vote on the form of disciplinary action.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Garrison _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

Request for Disciplinary Hearing

Sent: Wednesday, March 27, 2024 6:59 PM

Director Mary Garrison recently made contact with a union employee and made a quid-pro-quo request. She'd offer to push for a management position for an employee if they would provide schedule info on the other employees. Sounds a lot like a violation of Meyers-Milias-Brown Act (MMBA going forward)

As a representative of the rate payers I do not want this director's actions to put the district and especially the rate payers in jeopardy of a lawsuit from the union or any other organization or individual due to these actions. Director Garrison has repeatedly in the past taken actions that have been against board policy and her boundaries as a director. She should be censured in hopes that the public and other entities understand that the Rio Linda Elverta Community Water District, it's employees and directors do not condone these actions and behaviors. I would hope this could insulate us from litigation in the future.

Thank you,
Anthony Cline

From: Alan Daurie

Sent: Thursday, April 18, 2024 8:34 AM

To: Tim Shaw <GM@rlecwd.com>

Subject: Please forward this email to the Board for their upcoming disciplinary hearing action on April 22, 2024

Tim Shaw,
General Manager

Please send this email to the Board on behalf of Teamsters Local 150 and our members that we represent at your water district.

Teamsters Local 150 and its members are aware of the incident on March 18, 2024, involving the unfair labor practice discussing hours and working conditions with a union member. This is a repeat of Mary's previous violation of the Meyers Miliias Brown Act (MMB). We would like to be notified of the outcome of the disciplinary hearing of Mary (Harris) Garrison on April 22, 2024 and hope that the Board will take the appropriate action.

Sincerely,
Alan Daurie,
Business Agent
Teamsters Local 150



Teamsters Local 150

Alan Daurie
Business Agent
Phone: 916-392-7070 Ext. 24
7120 East Parkway
Sacramento, CA 95823
www.teamsters150.org

NOTICE OF BOARD MEMBER DISCIPLINARY HEARING
RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT
BOARD OF DIRECTORS MEETING
April 22, 2024 at 6:30 P.M.
6730 Front Street, Rio Linda, Ca. 95673

NOTICE IS HEREBY GIVEN that at its April 22, 2024, Board meeting at 6:30 P.M., or at such date to which the Board may continue the matter, the Board of Directors of the Rio Linda/Elverta Community Water District (hereinafter "District") will consider disciplinary action against Director Mary Garrison pursuant to Section 2.01.400 of the policy manual. Pursuant to Section 2.01.420, you have the right to submit oral or written evidence at the hearing.

District staff has received requests from Board Members to consider against Director Mary Garrison. The allegations involve the following:

1. **Violations of the Meyers-Milias Brown Act, District Resolution 2018-09 and Multiple Elements of Policy 2.01.085 Code of Ethics-** Director Garrison engaged a union represented employee regarding wages, hours or working conditions without the presence of the employees' union representative. On March 18th, Director Garrison made an in-person, unscheduled visit to the District office. While there, in the absence of the General Manager and without notice to the designated employee representative, she engaged a union-represented employee. Director Garrison told the employee that the employee should be promoted to Office Manager (a non-existing position description). Then, Director Garrison requested work schedules for all District employees. Director Garrison then declared that she has changed her mind about not running for re-election in November, so that she may see to it that the General Manager is terminated.

In addition to being a violation of the Meyers-Milias Brown Act, and Resolution 2018-09, Director Garrison also offered to support an employee's promotion in exchange for information. Such conduct violates the Code of Ethics.

Director Garrison has previously been ordered to refrain from such conduct as illustrated by the May 2011 Grand Jury report, "*The attitudes of some board members towards the staff poison the relationship between general managers and staff. Board members have said, in public, that the staff was overpaid and lazy*". In Recommendation 5.1, the Grand Jury recommends, "*The Board, general manager and staff should make it a priority to restore mutual respect, trust and confidence*". In Recommendation 5.2, the Grand Jury recommends, "*The Board must refrain from interfering with the authority of the general manager, The Board must refrain from micro-managing*",

In its formal response to the Grand Jury in July 2011, the District accepted the above Grand Jury recommendations and committed to take actions to preclude recurrences.

2. **Violation of Policy 2.01.090, Email Policy.** On or about 2-29-2024, Director Garrison texted Director Cline regarding District business (see copy below). Using private text messages or private email addresses to discuss District Business is contrary to District Policy, impairs and adds costs to District staff's obligations to respond to public record requests, and has been a recurring practice by Director Garrison. Additionally, this specific aspect of board member email policy had been discussed at the Board meeting 3-days prior to this violation.

Mary Garrison texted on 2-29-2024 at 11:08 A.M.

I followed up with the following text to Anthony... Communication is very important and I have tried to talk to you on several occasions, but you seem to avoid me. I wish you would've communicated with me before you requested it to be put on the agenda to have me removed as the board president... I was hurt, but I had to let that go... i'm not here to hurt your feelings and I'm not looking for agreement.... I'm looking for clarification. As board members we should be getting answers to where our money is going but when I bring up finances everybody gets their feelings hurt or think that I am attacking them... We need to do a better job at protecting the rate payers interest that we were elected to do... I was only trying to do my job nothing personal... Anthony you're good with numbers and have your own business such as myself... why did you wait so long before this become an issue to the point where nobody knows what's going on. that's the reason that I requested your board compensation... This should've been brought up much much sooner. You said you only collected a couple hundred dollars... However the attached document that you were referring to shows... Anthony Cline executive committee was paid \$1000-\$2000 in 2023. I will continue to seek clarification on financial issues, to do the job that I was elected to do. So where do we go from here?

Not only has the Board discussed Director Garrison's recurring non-compliance with policy 2.01.090, but the violations have been a component of a public records act request from Teamsters Local 150, the designate representative of the general employee unit.

Attachments:

- Resolution 2018-09
- District Policy Section 2.01.400
- District Policy Section 2.01.090
- District Policy Section 2.01.085
- Written Board Member Request for Disciplinary Hearing

RESOLUTION NO. 2018-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIO LINDA/ ELVERTA COMMUNITY WATER DISTRICT ESTABLISHING A PROTOCOL FOR THE BOARD OF DIRECTORS ON MATTERS SUBJECT TO MEET AND CONFER

WHEREAS, the Rio Linda Elverta Community Water District (“District”) has commenced labor negotiations with Teamsters Local 150, the exclusive bargaining group of the District; and

WHEREAS, the Rio Linda Elverta Community Water District Board of Directors (“Board”) wishes to establish a protocol which regulates the manner in which members of the Board interact with employees, employee organizations, or representatives thereof during the negotiating process; and

WHEREAS, the District believes it is necessary to clarify the role of each Board member with regard to contact with employees and employee organizations during negotiations; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District to adhere to the following:

- Deliberate in closed session and speak with one voice in public during any labor negotiations;
- Give direction with general parameters and let staff provide regular status reports;
- Refrain from making promises to District employees and/or employee representatives;
- Not negotiate with any District employee, District employee organization, or representative thereof, and if contacted by the aforementioned to request that the employee representatives submit their questions, list of issues, or suggestions in writing to the General Manager;
- If a phone contact or other contact occurs, remind the employee representatives that labor issues require the approval of the entire Board, and as such, decisions must be made collectively;
- If any contact occurs with any District employee, District employee organization, or representative thereof pertaining to labor negotiations, refer that individual to the General Manager;
- Refer any issue dealing with finance or operational impacts to the General Manager;
- Adhere to the California Government Code section 54963(A), which provides that a person may not disclose confidential information that has been acquired in closed session to a person not entitled to receive it, unless the Board has authorized disclosure;
- Not to disclose to the media the status of negotiations or outcomes, and agree that any information be provided to the media or employee representatives by the General Manager, the District’s Chief Negotiator;
- Not to post on social media the status of negotiations or outcomes;

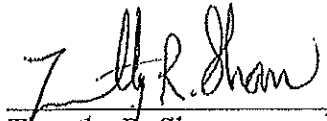
Rio Linda / Elverta Community Water District
Resolution No. 2018-09

- To perform each Board members' fiduciary responsibility to the taxpayers by taking all fiscal and comparative data into consideration prior to making compensation decisions.


APPROVED AND ADOPTED by the Board of Directors of the Rio Linda / Elverta Community Water District on this 19th day of November 2018. By the following vote: 5-0-0

AYES: Brent Dills, Paul Green Jr., Mary Harris, Mary Henrick, John Roldilla
NAYS: None
ABSENT: None
ABSTAIN: None

ATTEST:



Timothy R. Shaw
Secretary of the Board of Directors



Mary R. Harris
President, Board of Directors

2.01.400 COMPLIANCE AND ENFORCEMENT

(Per Res. 2007-02 Repealed and replaced Resolution 2015-02 approved 7/20/2015)

2.01.405 Purpose.

The purpose of this policy is to establish a process for enforcement of the duties and standards of conduct for District Directors as set forth in this Chapter 2.01. Directors themselves have the primary responsibility to assure that these duties and standards of conduct are understood and met, and that the public can continue to have full confidence in the integrity of local government. Policy Manual – Revised 7-18-22

2.01.410 Responsibility to Intervene.

The chairs of committees, the Board President and all Board and committee members have the additional responsibility to intervene when actions of Directors that appear to be in violation of this Chapter are brought to their attention.

2.01.415 Grounds for Disciplinary Action.

The failure of a Director to comply with the provisions of this Chapter or Chapter 2.30 shall constitute grounds for disciplinary action against him/her. Any Director may submit a request to consider disciplinary action of another Director or Directors. The request should contain specific allegations of conduct that, if true, violate this Chapter or any other portion of the Policy Manual.

2.01.415 Disciplinary Actions.

The Board may impose the following disciplinary actions on a Director found to have violated the Policy Manual, depending upon the severity or frequency of the violation:

1. Admonishment. An admonishment is appropriate for allegations of a violation of law or city policy. An admonishment serves as a formal reminder of the rules and is not disciplinary in nature.
2. Reprimand. A reprimand is appropriate when the council finds that a councilmember has committed misconduct but determines that the misconduct does not rise to the level of requiring censure.
3. A censure is a formal resolution to reprimand an individual for misconduct and is a disciplinary action.

2.01.420 Notice.

Notice and the request shall be served upon the accused Director or Directors through personal service or certified mail, unless the Director accepts an alternative method of service, at least ten (10) days before the Board meeting where the request will be evaluated. Such notice shall be prepared by District staff and reviewed by legal counsel. The notice will include the time, place, and date of the meeting, as well as state the Director's right to submit oral or written evidence.

2.01.425 Participation of Director who is Subject to Disciplinary Action.

A Director who is the subject of an alleged violation will have the opportunity to respond to the accusations at the hearing. However, an accused Director shall be ineligible to vote on any matter related to a disciplinary action including, but not limited to, agendaizing the hearing and adopting a Resolution of Censure.

2.01.430 Opportunity to be Heard.

At the disciplinary action hearing, the Director shall have an opportunity to be heard concerning the allegations. The Director may submit a written response to the allegations in addition to, or in lieu of, speaking at the disciplinary action hearing if he/she so chooses. The hearing may be continued from time to time at the discretion of the Board.

2.01.435 Resolution of Censure.

If, at the close of the disciplinary action hearing, the Board finds that the Director's conduct does not comply with the District's standards, the Board may direct staff to prepare a resolution of censure which may include the imposition of sanctions against the Director as a majority of the Board deems appropriate. Such sanctions may include removal from a committee and restrictions on District-related travel privileges. At the next Board Policy Manual – Revised 7-18-22 meeting, the Board may consider and adopt the Resolution of Censure including any sanctions imposed by the Board.

2.01.440 Alternative Discipline.

If the Board finds that a Director or Directors has violated the Policy Manual, but the violation does not rise to the level requiring formal censure, the Board may impose an admonishment or reprimand.

2.01.445 No Basis for Challenging a Board Decision.

A violation of this Chapter shall not be considered a basis for challenging the validity of a Board decision.

2.01.450 Conflicts.

In the event that a majority of the Board is unable to vote at a disciplinary hearing due to a conflict of interest, the General Manager may appoint an ad hoc committee of nonbiased members of the community to conduct an investigation and present a formal report to the Board during a regular open session meeting.

2.01.085 Code of Ethics.

The Board of Directors is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its constituents. The following rules should be observed in order to assist in the governance of the behavior between and among members of the Board of Directors.

1. Directors shall thoroughly prepare themselves to discuss agenda items. Information may be requested pursuant to Section 2.01.090 or exchanged between Directors before meetings in a manner consistent with the Ralph M. Brown Act.
2. The dignity, style, values and opinions of each Director should be respected.
3. Responsiveness and attentive listening in communication is encouraged.
4. The needs of the District's constituents should be the priority of the Board of Directors.
5. When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and route their questions through appropriate channels and to responsible management personnel.
6. The primary responsibility of the Board of Directors is the formulation and evaluation of policy and strategy to give direction and guidance to District staff. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.
7. Directors should commit themselves to emphasizing the positive, avoiding double talk, hidden agendas, gossip, backbiting, and other negative forms of interaction.
8. Directors should commit themselves to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocks based on personalities rather than issues should be avoided.
9. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action Directors should commit to supporting said action and not to create barriers to the implementation of said action.
10. The work of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.
11. Directors should develop a working relationship with the General Manager wherein current issues, concerns, and District projects can be discussed comfortably and openly.
12. Directors should practice the following procedures while working with the General Manager, District staff, and District constituents;
 - (A) In seeking clarification on informational items, Directors may directly approach professional staff members to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.
 - (B) In handling complaints from residents and property owners of the District, said complaints should be referred directly to the General Manager or delegated District staff.
 - (C) In handling items related to safety, concerns for safety or hazards should be reported to the General Manager or to the District office. Emergency situations should be dealt with immediately by seeking appropriate assistance.
 - (D) When approached by District personnel concerning specific District policy, Directors should direct inquiries to the appropriate staff supervisor. The chain of command should be followed.

Policy Manual – Revised 7-18-22

2.01.090 Email Accounts

(Approved 12/6/2010)

In order for the public to contact the Board of Directors each Director must establish an email account through the District's server. It is required that all Directors use their District email addresses instead of personal private email accounts for District business. An email account will be assigned to Board members as they take office.

(Approved by 4/16/2018 Board Minutes)

Director correspondence on matters of District business which are conducted using text messaging are to be copied (e.g. using the multiply recipients feature in text messaging) to the following District e-mail address: PRA@RLECWD.COM. This email account will not be routinely monitored but will be reviewed by appropriate staff if the District receives a Public Records on Private Accounts request. Directors are thereby enabled to delete their text messages on their personal devices after copying the text to the email address stipulated above. The settings of this email account will be such that messages greater than one year old, will be deleted to conserve resources. Director written correspondence regarding District business on social media, e.g. Facebook Private Messaging, Twitter, Instagram etc., are prohibited due to the impracticality of compliance with Public Records on Private Accounts requests when using such correspondence methods.



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

Date: April 22, 2024

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

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A, this is a standing item on all regular meeting agendas.

Current Background and Justification:

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

Generally , this is a standing item, which occurs on every regular meeting agenda.

Conclusion:

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

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Garrison _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



Information Items Agenda Item: 5.1

Date: April 22, 2024

Subject: District Reports

Staff Contact: Timothy R. Shaw, General Manager

DISTRICT ACTIVITY REPORTS

1. Operations Report
2. Completed and Pending Items Report
3. Leak Repair Report
4. Conservation Report

RIO LINDA/ELVERTA C.W.D. 2024

REPORT OF DISTRICT OPERATIONS

47

SOURCE WATER DATA

Water Production (Million Gallons)

January	February	March	April	May	June		Year To Date
38.9	36.8	40.5					
38,888,906	36,769,694	40,533,124					
July	August	Sept.	Oct.	Nov.	Dec.		
							116.2

	Monthly Total					
Gallons = Multiply M.G. by:	1,000,000	40,533,124	Gallons	116,191,724		
Cubic Feet = Divide gallons by:	7.48	5,418,867	Cubic Feet	15,533,863		
Hundred Cu Ft. = Divide cu. ft. by:	100	54,189	Hundred Cubic Feet	155,337		
Acre Ft. = Divide gallons by:	325,829	124.40	Acre Ft.	367		

DISTRIBUTION SYSTEM DATA

Water Quality Complaints						Complaints Total - (Low Psi Complaints)	
January	February	March	April	May	June		Year To Date
2 - (2)	1 - (1)	2 - (2)					
July	August	Sept.	Oct.	Nov.	Dec.		
							5

New Services

New Construction	0		14
Existing Homes	0		0
Paid prior to increase. (2 not installed)	0		0
Total of Service Connections to Date ----->			4685

Distribution System Failures/Repairs

Deterioration March 1 thru 31	6		16
Damaged March 1 thru 31	0		0

Bacteriological Sampling

Routine Bacteriological Samples (Distribution System)	16		52
Raw Water Bacteriological Samples (at Wells)	13		13

March 1, 2024 - March 31, 2024

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

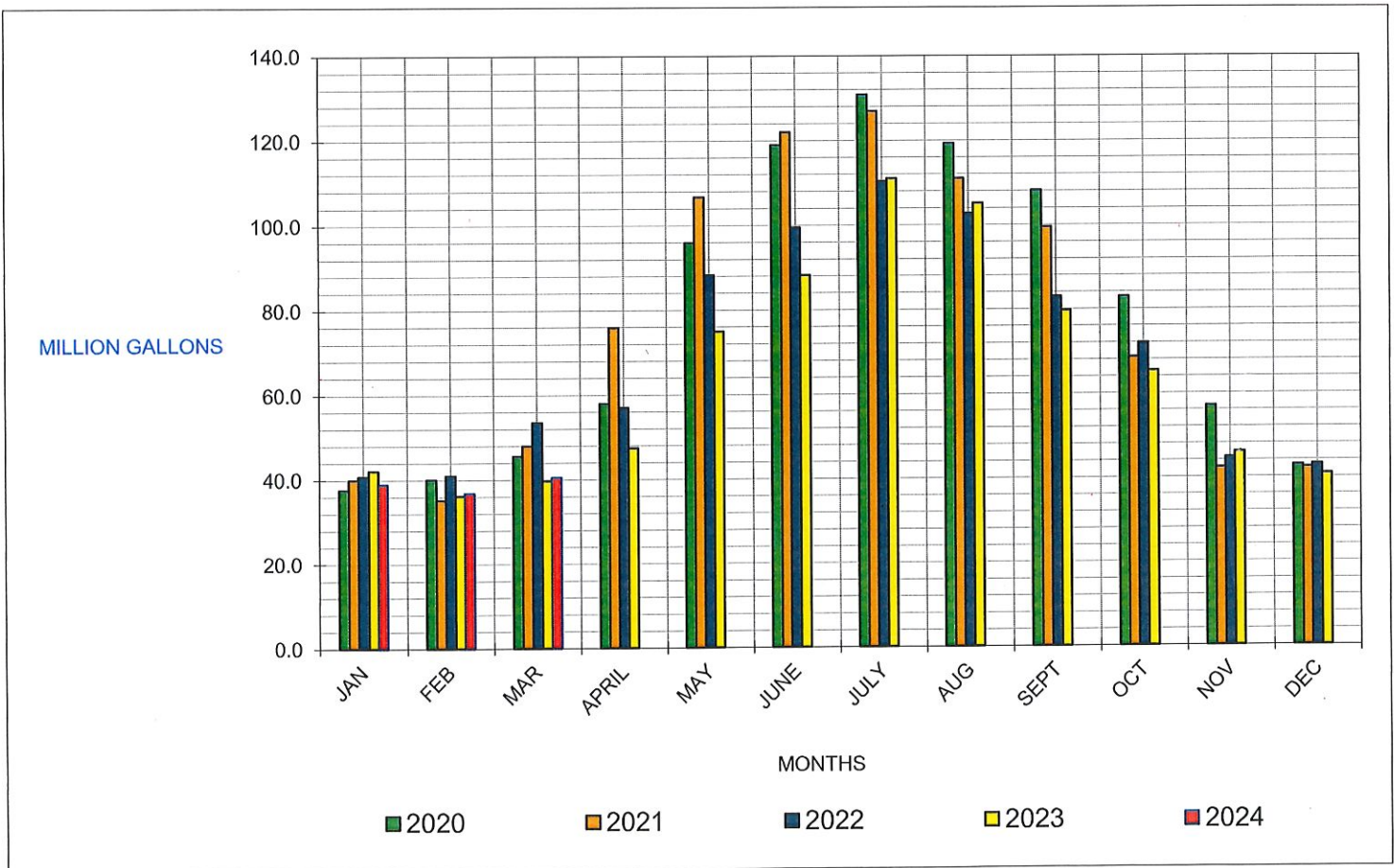
Work Orders Issued - 57	Work Orders Completed - 99	USA's Issued - 76
Change Out Meter - 24	Change Out Meter - 58	
Repair or Replace Box - 1	Repair or Replace Box - 2	WORK ORDERS ISSUED: All work orders issued during the current 1 month reporting period. (March 2024) WORK ORDERS COMPLETED: All work orders completed during the 1 month reporting period. (March 2024) Includes any work orders issued in prior reporting periods that were completed in the current reporting period.
Disconnect Service - 4	Disconnect Service - 3	
Flow Test - 1	Flow Test - 1	
Hydrant Repair - 1	Get Current Read - 1	
Line Leak - 4	Hydrant Repair - 1	
Possible Leak - 13	Install New Service - 1	
Pressure Complaint - 2	Line Leak - 4	
Repair - 1	Possible Leak - 14	
Tag Property - 4	Pressure Complaint - 4	
Turn Off Service - 2	Repair - 1	
	Tag Property - 4	
	Turn Off Service - 4	
	Turn On Service - 1	

RIO LINDA/ELVERTA C.W.D.

WATER PRODUCTION

2020 \ 2024

Month	Water Production in Million Gallons						SSWD Water Purchases				
	2020	2021	2022	2023	2024	Avg.	2020	2021	2022	2023	2024
JAN	37.6	39.9	40.7	42.0	38.9	39.8	0.0	0.0	0.0	0.0	0.0
FEB	40.0	35.2	40.9	36.1	36.8	37.8	0.0	0.0	0.0	0.0	0.0
MAR	45.5	47.9	53.5	39.6	40.5	45.4	0.0	0.0	0.0	0.0	0.0
APRIL	57.9	75.8	57.0	47.3		59.5	0.0	0.0	0.0	0.0	
MAY	95.9	106.6	88.2	74.9		91.4	0.0	0.0	0.0	0.0	
JUNE	118.9	121.9	99.4	88.1		107.1	0.0	0.0	0.0	0.0	
JULY	130.7	126.8	110.3	110.9		119.7	0.0	0.0	0.0	0.0	
AUG	119.2	110.9	102.7	105.1		109.5	0.0	0.0	0.0	0.0	
SEPT	108.1	99.4	82.9	79.6		92.5	0.0	0.0	0.0	0.0	
OCT	82.8	68.5	71.9	65.3		72.1	0.0	0.0	0.0	0.0	
NOV	56.9	42.2	44.6	45.9		47.4	0.0	0.0	0.0	0.0	
DEC	42.7	42.2	42.9	40.7		42.1	0.0	0.0	0.0	0.0	
TOTAL	936.2	917.3	835.0	775.5	116.2	866.0	0.0	0.0	0.0	0.0	0.0



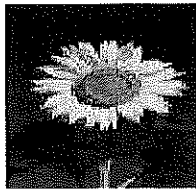


**PENDING AND COMPLETED ITEMS
4-22-2024 BOARD OF DIRECTORS MEETING**

1. **Sampling all wells for hexavalent chromium** – The State Water Resources Control Board adopted the 10-Parts per Billion hexavalent chromium MCL on 4-17-2024. When the Legislative Analyst Office completes their quality control review (anticipated by June), the District will be required to have all wells analyzed for hexavalent chromium. However, we know that several wells will exceed the 10 Parts per Billion limit- **Pending**
2. **Submittal of a Compliance Plan to the State Water Resources Control Board** – When (not if) the wells samples show hexavalent chromium above 10-Parts per Billion, the District will be required to submit a Compliance Plan to the Division of Drinking Water within 90-days, estimated to be due around October / November 2024. -**Pending**
3. **Cathodic protection system on the elevated water storage tank.** – The services provider completed maintenance of the cathodic protection system on the L Street Reservoir. Next the District needs to procure professional services to replace the cathodic protection system on the elevated storage tank– **Pending**
4. **Submittal of the Water Use Efficiency Objective AND SB-606 and AB-1668 planning for compliance** – The District submitted its preliminary Water Use Efficiency Objectives report on December 30th. The report will need to be substantively expanded when the state finalizes the standards in July 2024. - **Pending**
5. **District outreach to customers following implementation of a new rate structure focused on consumption in compliance with SB 606 / AB 1668 requirements** – The Customer Service / Conservation Coordinator is back from leave and has resumed her practice of outreach to customers with indications of abnormal water consumption. The Neptune training this reporting period provided additional tools staff can use/modify to improve targeting customers. **Pending**
6. **Mandated Board Member Training** – Two Board Members are more than 450 days overdue for mandatory training. An item on the 4-22-2024 Board agenda will enable consideration of establishing consequences for overdue Board Member mandated training. - **Pending**
7. **Mandated annual submittals of Statement of Economic Interests (Form 700).** All annual Form 700s have been submitted. **Completed**
8. **Cost of Service Reductions to Mitigate Inflation** –Staff continues to seek out inflation mitigation measures. The more recent focus on mitigation measures on costs for the network fileserver. Additionally, the District is discussing changing the cell phone service provider. -**Pending**
9. **Replacing the District’s file server** – The new file server has been installed at the District office. Now the focus shifts to moving the billing software files to the new server. – **Pending**
10. **Election year submittals to Sacramento County Elections Office** – The Board adopted the Resolution declaring an election at the March 25th meeting – **Completed.**

2024 Leak - Repair Tracking

Work Order #	Leak Type	Street	Date Reported	Date Repaired	Days	
1	24280	Service	26th Street	12/13/2023	1/29/2024	47
2	24289	Service	E Street	1/5/2024	1/5/2024	1
3	24294	Service	W E Street	1/9/2024	1/9/2024	1
4	24329	Service	Quadra Ave	1/29/2024	2/6/2024	8
5	24341	Service	I Street	2/9/2024	2/13/2024	4
6	24344	Service	Fallon Woods Way	2/20/2024	2/21/2024	1
7	24345	Main	Mateo Ct	2/20/2024	2/22/2024	2
8	24347	Service	Castle Creek Way	2/20/2024	2/28/2024	8
9	24351	Service	Sun Acer Way	2/22/2024	2/27/2024	5
10	24378	Service	Silver Crest Cir	2/20/2024	2/20/2024	1
11	24359	Service	W U Street	3/5/2024	3/5/2024	1
12	24362	Service	Hayer Cir	3/12/2024	3/13/2024	2
13	24374	Service	26th Street	3/19/2024	3/21/2024	3
14	24375	Service	C Street	3/19/2024	3/21/2024	3
15	24393	Service	Q Street	3/20/2024	3/25/2024	6
16	24407	Service	Alvide Ct	3/26/2024	3/26/2024	1
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Conservation Report March 2024



Supplies (kits):	Shower heads(0) Kitchen Aerators(0) Bathroom Aerators(0) Shower Timer(0) Nozzle(0) Toilet Tabs(7) Moisture Meters(0) Water Bottles(0) Toilet Tummy(0) Retro-Fit Kits(0) Welcome Kits(0) Kids Kit(0)
Water Waste (calls, emails, letter, leaks detected, and fixed):	1 Water Waste Letter(s) 290 contacts about possible leaks using the AMI system - 1 were called, 0 was mailed, 288 was emailed, 1 tag was hung 57 were confirmed resolved
Water Schedule:	given to customers with all violation letters and new applications
Surveys	0
Workshops, Webinar, Meetings:	
Fines:	None
Other Tasks:	<ul style="list-style-type: none"> ● Assisted with new customers ● Created/completed work orders ● Disconnect properties with no service application ● Notified and offered customers the ACH payment method ● Closed accounts and final billed customers ● Mailed out application requests to new owners ● Scanned and uploaded documents into UMS ● Verbal Demands ● Created Report for High Usage Exceptions ● Emailed Customers about declined autopayments ● Rereads for 3/20/24 billing cycle
Grant Updates:	None



Information Items
Agenda Item: 5.2

Date: April 22, 2024

Subject: Board Reports

Staff Contact: Timothy R. Shaw, General Manager

BOARD REPORTS

- 5.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065
- 5.2.2. Sacramento Groundwater Authority – Garrison (primary)
- 5.2.3. Executive Committee – Gifford, Cline
- 5.2.4. ACWA/JPIA – Cline



SACRAMENTO GROUNDWATER AUTHORITY
MEETING OF THE BOARD OF DIRECTORS

Thursday, April 11, 2024
at 9:00 a.m.

2295 Gateway Oaks, Suite 100
Sacramento, CA 95833
(916) 967-7692

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

IMPORTANT NOTICE REGARDING VIRTUAL PUBLIC PARTICIPATION:

The Sacramento Groundwater Authority currently provides in person as well as virtual public participation via the Zoom link below until further notice. The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker.

Join Zoom Meeting

<https://us06web.zoom.us/j/86234537375>

Meeting ID: 862 3453 7375

Dial by your location

+1 669 444 9171 US

If we experience technical difficulties and the Zoom link drops and you are no longer able to connect to the Board meeting, please dial 1-877-654-0338 – Guest Code 198

Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection on SGA's website. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact jpeifer@rwah2o.org. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. **PUBLIC COMMENT:** Members of the public who wish to address the Board may do so at this time. Please keep your comments to less than three minutes.

3. CONSENT CALENDAR:

All items listed under the Consent Calendar are considered and acted upon by one motion. Anyone may request an item be removed for separate consideration.

3.1 Approve the draft meeting minutes of February 8, 2024 SGA Board meeting.

Action: Approve Consent Calendar items as presented

4. REVISIONS TO POLICY 400.3 (BUDGET POLICY)

Presenter: Tom Hoffart, Finance and Administrative Services Manager

Discussion/Action: Approve Revisions to Policy 400.3 (Budget Policy)

5. FISCAL YEAR 2023/2024 BUDGET AMENDMENT

Presenter: Tom Hoffart, Finance and Administrative Services Manager

Discussion/Action: Approve Fiscal Year 2023/2024 Budget Amendment

6. FISCAL YEAR 2024/2025 BUDGET

Presenter: Tom Hoffart, Finance and Administrative Services Manager

Discussion/Action: Adopt Resolution No. 2024-01 to fund the administrative and program budgets for Fiscal Year 2024/2025 and provide for the collection of said funds

7. INFORMATION: SACRAMENTO REGIONAL WATER BANK UPDATE

Presenter: Trevor Joseph, Manager of Technical Services

8. INFORMATION: SUSTAINABLE GROUNDWATER MANAGEMENT ACT GROUNDWATER SUSTAINABILITY PLAN IMPLEMENTATION AND WATER ACCOUNTING FRAMEWORK UPDATES

Presenter: Trevor Joseph, Manager of Technical Services

9. INFORMATION: LEGISLATIVE UPDATE

Presenter: Ryan Ojakian, Manager of Government Relations

10. EXECUTIVE DIRECTOR'S REPORT

11. DIRECTORS' COMMENTS

ADJOURNMENT**Next SGA Board of Director's Meetings:**

June 13, 2024, 9:00 a.m. at the RWA/SGA office, 2295 Gateway Oaks, Suite 100, Sacramento, CA 95833. The location is subject to change.

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

Posted on: April 4, 2024

Ashley Flores

Ashley Flores, CMC, Secretary

SGA 2024-25 Administrative Budget Fees Schedule

Agency	FY23/24 2022 Retail Connections (1)	FY24/25 2023 Retail Connections (1)	FY 24/25 Base Fee (2)
California American Water	26,371	26,409	\$ 45,829
Carmichael Water District	11,738	11,792	\$ 22,003
Citrus Heights Water District	20,126	20,157	\$ 35,638
Del Paso Manor Water District	1,940	1,897	\$ 12,562
Fair Oaks Water District	14,371	14,380	\$ 26,221
Folsom, City of	1,082	1,040	\$ 12,562
Golden State Water Company	1,770	1,764	\$ 12,562
Natomas Mutual Water Company	200	200	\$ 12,562
Orange Vale Water Company	5,690	5,728	\$ 12,562
Rio Linda/Elverta Water District	4,668	4,671	\$ 12,562
Sacramento, City of	48,534	48,744	\$ 82,235
Sacramento, County of	3,338	3,353	\$ 12,562
Sacramento Suburban	46,670	46,821	\$ 79,100
San Juan Water District	3,405	3,409	\$ 12,562
TOTALS	189,903	190,365	\$ 391,522

41.95%

FY 23/24 2018-2022 Average Groundwater Pumped (Acre-feet)	FY 24/25 2019-2023 Average Groundwater Pumped (Acre-feet)	FY 24/25 Groundwater Fee (3)
9,915	9,630	\$ 74,536
3,541	4,083	\$ 31,602
2,321	2,177	\$ 16,850
1,274	1,273	\$ 9,853
3,024	3,034	\$ 23,483
-	-	\$ -
878	877	\$ 6,788
1,130	1,130	\$ 8,746
-	-	\$ -
2,638	2,613	\$ 20,225
20,326	17,795	\$ 137,733
4,749	4,631	\$ 35,844
24,581	22,746	\$ 176,054
-	-	\$ -
74,377	69,989	\$ 541,714

58.05%

FY 24/25 Proposed Total Fees	FY 23/24 Actual Total Fees	\$ Increase (Decrease) Total Fees	% Increase (Decrease) Total Fees
\$ 120,365	\$ 114,776	\$ 5,589	4.87%
\$ 53,605	\$ 46,402	\$ 7,203	15.52%
\$ 52,488	\$ 50,994	\$ 1,494	2.93%
\$ 22,415	\$ 21,243	\$ 1,172	5.52%
\$ 49,704	\$ 46,890	\$ 2,814	6.00%
\$ 12,562	\$ 12,196	\$ 366	3.00%
\$ 19,350	\$ 18,431	\$ 919	4.99%
\$ 21,308	\$ 20,222	\$ 1,086	5.37%
\$ 12,562	\$ 12,196	\$ 366	3.00%
\$ 32,787	\$ 30,926	\$ 1,861	6.02%
\$ 219,968	\$ 223,717	\$ (3,749)	-1.68%
\$ 48,406	\$ 45,912	\$ 2,494	5.43%
\$ 255,154	\$ 250,979	\$ 4,175	1.66%
\$ 12,562	\$ 12,196	\$ 366	3.00%
\$ 933,236	\$ 907,080	\$ 26,156	2.88%

Notes:

- (1) Retail connections and groundwater pumping amounts are based on SGA boundaries or service area boundaries that are dependent upon SGA for management of the groundwater basin.
- (2) Base fee is \$12,562 plus \$1.63 per retail connection over 6,000 within SGA boundaries.
- (3) Groundwater fee is \$7.74 per 5-year average acre-feet of groundwater pumped within SGA boundaries.

Minutes
Rio Linda / Elverta Community Water District
Executive Committee

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April 10, 2024 @ 6:00 P.M.

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

The meeting was called to order at 6:00 P.M. The meeting was attended in-person by Director Gifford, Director Cline General Manager Tim Shaw, and Contract District Engineer Mike Vasquez.

Call to Order: 6:00 P.M.

Public Comment: *There were no public members present.*

Items for Discussion:

1.	Contract District Engineer's Update.
	<i>The Contract District Engineer presented his written report and expounded on; cathodic protection, valve vault on Q St, raising iron and the proposed commercial development on West Elkhorn.</i>
2.	Discuss DRAFT Professional Services Agreement with Provost and Pritchard.
	<i>The Contract District Engineer presenting amplification to the written report on proposed revisions to the Professional Services agreement.</i> <i>The Executive Committee forwarded the item to the April 22nd Board agenda with the Committee's recommendation for Board approval.</i>
3.	Discuss Board Member Disciplinary Process.
	<i>The Executive Committee discussed the process.</i> <i>The Executive Committee forwarded an item for a Board Member disciplinary hearing at the April 22nd meeting.</i>
4.	Discuss the Annual Doubtful Recovery Debt Declaration.
	<i>The General Manager presented his written report and the Executive Committee discussed the annual process. Director Gifford requested that the customer names be redacted from the Board packet document.</i> <i>The Executive Committee forwarded the item to the April 22nd Board agenda with the Committee's recommendation for Board approval.</i>
5.	Discuss Options to Encourage Compliance with Board Member Mandatory Training and Submittals.
	<i>The General Manager presented his written report and expounded on the absence of enforcement in the state laws that mandate the training. By contrast the Form 700 submittal requirements have an enforcement component where they fine the individual filers \$10 per day for each day the submittal is late. Some agencies have internal policies to encourage compliance with the mandatory training, e.g. Board Members become ineligible for compensation unless they are in compliance with the mandatory training requirement.</i> <i>The Executive Committee forwarded the item onto the April 22nd Board agenda.</i>
6.	Discuss District Website Redesign Services Unsolicited Proposal.
	<i>The General Manager presented his written report and explained the history of this unsolicited quote from Streamline. The Executive Committee agreed the District's website could use improvements, and ask what we are currently paying, which is less than 1/4th what Streamline wants. The Executive Committee recommends staff respond to Streamline that their monthly charge is cost prohibitive.</i>

7. Discuss Expenditures for February.

The Executive Committee reviewed the report. Director Gifford asked why are there two payments to CalPERS? The General Manager responded that we have two classes of employees, Classic and Public Employee Pension Reform Act (PEPRA). The latter are employees hired after January 1, 2013. The amount of employer paid contribution is much less for PEPRA employees and CalPERS requires separate payments for the two classes. Director Cline asked about the Transportation Fuel expenditure to O'Reily's Automotive. The response is that's a typo and should have read, "Transportation Maintenance".

The Executive Committee forwarded the corrected report onto the April 22nd Board agenda with the Committee's recommendation for Board approval.

8. Discuss Financial Reports for February.

The Executive Committee forwarded the Financial Report onto the April 22nd Board agenda with the Committee's recommendation for Board Approval.

Directors' and General Manager Comments:

X – Reminder About Changed Date for May 2024 Board Meeting.

Y – Water Forum Purveyor Specific Agreement

Z - Water Forum Template Purveyor Specific Agreement

The General Manager summarized the timing and significance of including these two Water Forum documents with the Committee packets and further explained that he is seeking written options from Water Forum staff.

Items Requested for Next Month's Committee Agenda: None

Adjournment: 6:40 P.M.