

BOARD MEETING PACKET

July 19, 2022

FAC Meeting at 5:00 PM Regular Meeting at 6:00 PM



Cabazon Water District

14618 Broadway Street • P.O. Box 297 Cabazon, California 92230

FINANCE & AUDIT COMMITTEE MEETING

AGENDA

Meeting Location:

14618 Broadway St. Cabazon, CA 92230

Teleconference:

Dial-in #: 978-990-5321 Access Code: 117188

Meeting Date:

Tuesday, July 19, 2022 - 5:00 PM

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL **FINANCE & AUDIT COMMITTEE**

> 1. Discussion: Finance & Audit Committee Report

> > **Balance Sheet**

Profit and Loss Budget Comparison

2. Finance & Audit Committee District Payables Review and Approval/Signing

PUBLIC COMMENT

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining, AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

ADJOURNMENT

ADA Compliance Issues

In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.



Cabazon Water District

14618 Broadway Street • P.O. Box 297 Cabazon, California 92230

REGULAR BOARD MEETING

AGENDA

Meeting Location:

14618 Broadway St. Cabazon, CA 92230

Teleconference:

Dial-in #: 978-990-5321 Access Code: 117188 Email: info@cabazonwater.org

Meeting Date:

Tuesday, July 19, 2022 - 6:00 PM

CALL TO ORDER PLEDGE OF ALLEGIANCE REMEMBRANCE OF OUR SERVICE MEN AND WOMEN **ROLL CALL**

CONSENT CALENDAR

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

1. Approval of:

- a. Finance and Audit Committee Meeting Minutes and Warrants of June 21, 2022
- b. Regular Board Meeting Minutes and Warrants of June 21, 2022
- c. Board Director Training Minutes of July 11, 2022
- d. Reaffirmation of Resolution 04-2021, declaring the continuation of virtual meetings due to COVID-19
- 2. Warrants None
- 3. Awards of Contracts None

NEW BUSINESS

Approval of ARPA Agreement, pending County of Riverside's acceptance 1. Discussion/Action: ITAB 11

of proposed edits, and subject to changes requested by Management and

Legal

2. Discussion/Action: Approval of Resolution 01-2022: Fixing water Standby Assessments for

[TAB 2] Fiscal Year 2022-2023

3. Discussion/Action: Approval to proceed with Water Rate Study - Last study was conducted in

2020 [TAB 3]

UPDATES

1. Update: San Gorgonio Pass Regional Water Alliance Update

(by Director Morris and Director Davis)

2. Update: **Community Action Committee Update**

(by Director Morris and Director Davis)

3. Update: **CWD Operations Report**

(by District Staff)

OLD BUSINESS

1. Discussion/Action: Unit #001 – Purchase used engine or sell for scraps?

[TAB 4]

CSDA 2022 Annual Conference & Exhibitor Showcase 2. Discussion/Action:

[TAB 5]

PUBLIC COMMENTS

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CLOSED SESSION

1. Discussion/Action: **District Personnel**

OPEN SESSION

Public report of Action Taken in Closed Session Discussion/Action:

GENERAL MANAGER/BOARD COMMENTS

1. Future Agenda Items

The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.

- Suggested agenda items from the Public.
- Suggested agenda items from Management.
- Suggested agenda items from Board Members.

2. Management Comments

Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

3. Board Member Comments

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

MISCELLANEOUS

- 1. Future Board Items/Next Board Meeting Date(s)
 - a. San Gorgonio Pass Regional Water Alliance Meeting Wednesday, July 27, 2022, 5:00 pm
 - b. Community Action Committee Meeting at the Community Center Tuesday, August 9, 2022, 6:00 pm
 - c. Finance & Audit Workshop Tuesday, August 16, 2022, 5:00 pm
 - d. Regular Board Meeting Tuesday, August 16, 2022, 6:00 pm
 - e. Personnel Committee TBD

ADJOURNMENT

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Cabazon Water District

14618 Broadway Street • P.O. Box 297 Cabazon, California 92230

FINANCE & AUDIT COMMITTEE MEETING

MINUTES

Meeting Location:

Cabazon Water District Office 14618 Broadway Street Cabazon, California 92230

Teleconference:

Dial-in #: 978-990-5321 Access Code: 117188

Meeting Date:

Tuesday, June 21, 2022 - 5:00 PM

CALL TO ORDER PLEDGE OF ALLEGIANCE **ROLL CALL**

Director Tincher - Present Director Wargo - Present Evelyn Aguilar, Board Secretary - Present

*Note: This meeting was recorded by the District

FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report

- **Balance Sheet**
- Profit and Loss Budget Comparison
- 2. Finance & Audit Committee District Payables Review and Approval/Signing

Main Reports:

- o Balance Sheet depicts what the District owns and what the District owes.
- Profit & Loss shows monthly revenue and expenses.
- Profit & Loss Budget Performance shows how the District is performing against the budget, and the condition of the District fiscal year to date.

Balance Sheet: The District's combined Cash with Chase and LAIF balance was \$1,162,467 at month end. The District's total liabilities were approximately \$841,909 at month end.

Profit and Loss: - Year to date is 92% of the year

- 10. New Account Fees: This account represents the fees to set up a new utility account. These fees are currently at \$20 for residential accounts and \$65 for construction accounts. These fees are hard to predict and can trend under or over budget. YTD is at 68% of budget.
- 12. Returned Check Fees: These fees are charged to the customer for a bounced check. The fees are budgeted conservatively due to their unpredictable nature. YTD is overbudget due to more fees collected than anticipated.
- 13. Basic Facilities Fee: These are fees charged for new service connections, meter installations & upgrades. These revenues are budgeted conservatively due to their unpredictable nature. YTD activity consists of (2) 3/4" meter installations in July, (1) during August, (1) in December, and (1) in January.
- 20. Interest Income: This account includes interest earnings in the District's LAIF and other investment accounts, and interest charged on overdue customer balances. YTD is over budget due to the resumption of changing interest on unpaid water bills.
- 41. Total Payroll: Summarizes the District's total payroll expenses.
- 51. Facilities, Wells, T&D Other: This account includes the generator service contract expenses, site landscaping & maintenance, chlorinators, and SCADA. YTD is over budget due to a \$3.9K tree trimming service performed in November and a \$7.7K chlorinator purchase in May not budgeted for.
- 57. Trash Pickup & Office Cleaning: Includes trash service & office cleaning services. YTD is over budget due to a \$1.8K detail carpet cleaning performed in March and increased janitorial service rates.
- 65. Printing & Publications: This account includes the printing & publication costs for any District notices or reports. YTD is at 8% of budget.
- 67. Office Storage: This account includes the lease payments for equipment & supply storage to Riverside County. YTD is at 56% of budget.
- 89. Equipment Rental: This account includes equipment rental expenses incurred by the district. YTD is over budget due to increased traffic control services in November and December due to a leak at Bonita and Broadway, and a \$3.9K charge in May due to a project at 46910 Bonita.

As of May 31st, the fiscal year-to-date net income is \$289,360.

PUBLIC COMMENT

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ADJOURNMENT

Meeting adjourned at 5:07 PM on Tuesday, June 21, 2022

Robert Lynk, Board Chair **Board of Directors Cabazon Water District**

Evelyn Aguilar, Secretary Board of Directors Cabazon Water District

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Cabazon Water District

14618 Broadway Street • P.O. Box 297 Cabazon, California 92230

REGULAR BOARD MEETING

MINUTES

Meeting Location: 14618 Broadway St.

Cabazon, CA 92230

Teleconference:

Dial-in #: 978-990-5321 Access Code: 117188 Email: info@cabazonwater.org

Meeting Date:

Tuesday, June 21, 2022 - 6:00 PM

CALL TO ORDER PLEDGE OF ALLEGIANCE REMEMBRANCE OF OUR SERVICE MEN AND WOMEN **ROLL CALL**

Director Alan Davis - Present Director Terry Tincher - Present Director Diana Morris - Present Director Sarah Wargo - Present Director Robert Lynk - Absent for roll call - Joined at 6:55 PM

Ellen Koumparis, Customer Accounts Lead - Present **Evelyn Aguilar, Board Secretary - Present** Travis Romeyn, Krieger & Stewart (Engineering) - Present Cindy Byerrum, Eide Bailly (Accounting) - Present

Note: This meeting was recorded by the District

CONSENT CALENDAR

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- 1. Approval of:
 - a. Finance and Audit Committee Meeting Minutes and Warrants of May 24, 2022
 - b. Regular Board Meeting Minutes and Warrants of May 24, 2022
 - c. Reaffirmation of Resolution 04-2021, declaring the continuation of virtual meetings due to COVID-19
- 2. Warrants None
- 3. Awards of Contracts None

Motion to approve following consent calendar item(s)

- a. Finance and Audit Committee Meeting Minutes and Warrants of May 24, 2022
- b. Regular Board Meeting Minutes and Warrants of May 24, 2022
- Reaffirmation of Resolution 04-2021, declaring the continuation of virtual meetings due to COVID-19 made by Director Davis and 2nd by Director Tincher.

Director Davis - Ave Director Tincher - Ave Director Morris - Aye Director Wargo - Aye Director Lynk - Absent

- 1. Warrants None
- 2. Awards of Contracts None

OLD BUSINESS

1. Discussion/Action: Review or Adoption of Proposed FY 22/23 Budget (by Cindy Byerrum)

- Mrs. Byerrum shared updates from the previous month's proposed budget.
- > The Board expressed that costs for certain payroll items were still uncertain. Mrs. Byerrum stated that the budget could be amended during the Fiscal Year.

Motion to approve the proposed FY 22/23 budget made by Director Tincher and 2nd by Director Davis.

Director Davis - Aye Director Tincher - Ave Director Morris - Aye Director Wargo - Aye Director Lynk - Absent

NEW BUSINESS

- 1. Discussion/Action: **Proposition 1 Test Well project:**
 - Authorization for Krieger & Stewart to prepare the bidding documents and the District to secure bids for the drilling of a temporary 1,200-foot deep exploratory well on an undeveloped property in northeastern Cabazon as part of the Prop 1-funded project
 - Acceptance of the CEQA Notice of Exemption document and authorization for Krieger & Stewart to sign and file the document on behalf of the District

- Authorization for the Board President to sign the Right of Entry agreement with property owner William Estanislau to access his property for the drilling of the exploratory well
- Mr. Romeyn gave a brief overview of the test well project: A test well would be drilled onto the property owned by Mr. Estanislau, and if the results are good, a permanent well will be installed.

Motion to authorize for Krieger & Stewart to prepare bidding documents and secure bids for the test well, accept the CEQA Notice of Exemption document for Krieger & Stewart to sign and file on behalf of the District, and authorize the Board President to sign the Right of Entry agreement with William Estanislau to access his property for the test well made by Director Tincher and 2nd by Director Davis.

Director Davis - Ave Director Tincher - Aye Director Morris - Aye Director Wargo - Ave Director Lynk - Absent

- 2. Discussion/Action: **Authorization for the District to submit funding applications for Proposition** 1 Round 2 IRWM Implementation Grant funding for the following projects:
 - Waterline replacement in the Jensen area on Esperanza Avenue between Elm Street and Lemon Street in the amount of \$500,000
 - Waterline replacement in the Jensen area on Esperanza Avenue between Lemon Street and Lime Street in the amount of \$350,000
- > Mr. Romeyn explained that there is a second round of Prop. 1 IRWM grant funding. Since the funding is to be split between the agencies in the IRWM group, the proposed projects for Cabazon were split into 2 projects to increase the chance of having the project(s) accepted.
- > The proposed project would be to replace the current 4" waterline to an 8" waterline, which would act as a "backbone" for the Jensen area.
- > Mr. Romeyn also shared that the SGPWA had expressed that the Gap Funding intended for Round 1 of funding could possibly be extended, if needed for these projects.

Motion to Authorize the District to submit funding applications for Proposition 1 Round 2 IRWM Implementation Grant funding for waterline replacement in the Jensen area on Esperanza from Elm St. to Lemon St. for the amount of \$500,000, and Lemon St. to Lime St. for the amount of \$350,000 made by Director Davis and 2nd by Director Tincher.

Director Davis - Aye Director Tincher - Ave Director Morris - Ave Director Wargo - Ave Director Lynk - Absent

- 3. Discussion/Action: Customer Concern: High Water Bill - Dolores Ave. (by Banesa Torres & Marquice Washington)
- Mrs. Koumparis shared that this issue had been resolved prior to the Board meeting.

UPDATES

1. Update: San Gorgonio Pass Regional Water Alliance Update (by Director Morris and Director Davis)

Nothing to report.

2. Update: **Community Action Committee Update** (By Director Morris and Director Davis)

- > The CAC meeting was at 3:00 PM. Victor Diaz had mentioned possibly tapping into an existing line leading to the Arrowhead plant. There is a meeting at the Arrowhead plant to discuss this on 06/29/22 at 10:00 AM.
- Mr. Diaz's team reached out to the 80 landowners on Bonita in the project area. 18 did not respond. 75% of those who did respond seemed interested in the development, according to Mr. Diaz.
- > Full costs of the project cannot be determined until after the Arrowhead meeting.
- > According to a property owner. Morongo stated that they would allow connections to their sewer.
- > The Board expressed that this project will probably need to go to legal counsel before any action is taken.
- The next CAC meeting is scheduled to be held on July 12, at 6:00 PM at the Community Center.
 - 3. Update: **CWD Operations Report** (by District Staff)
- On 05/26/22, staff attended a Drought Preparedness Class.
- > On 06/01/22, there was a meeting with the owner of the Dinosaurs regarding meter relocation.
- > On 06/01/22, an insurance reimbursement was received for the Well #2 damages last July for the amount of \$16,033.
- > On 06/02/22, there was an inspection on the Tesla battery system at Well #2. The few concerns are being addressed.
- > On 06/14/22, there was a meeting with engineering regarding the Isolation Valve project plans.
- ➤ On 06/20/22, a leak on Broadway/Carmen was repaired.
- > SGPWA will be posting a billboard about water conservation. Cabazon Water District's seal will be included on it.
- ➤ Tank #1 passed Bac-Ts. There is some other testing that is being processed.

OLD BUSINESS (continued)

2. Discussion/Action: Unit #001 – Purchase used engine or sell for scraps? (by the Board)

> There was no update since the previous month, since Toyota of Redlands had not provided a report on the issues of the vehicle.

This item was tabled, but directed District staff to look into other auto shops for quotes on the repairs.

3. Discussion/Action: CSDA 2022 Annual Conference & Exhibitor Showcase (by the Board)

- > The Board asked if any of the workshops would suffice for the Board training requirements. The Board Secretary did not know, but said she would look into it.
- This "early bird" pricing would still be available after the next Board Meeting.

This item was tabled until the next meeting.

PUBLIC COMMENTS

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- A short break was taken at 6:50 PM, then the Board entered into closed session immediately afterwards.
- Director Lynk arrived right before the closed session.

CLOSED SESSION at 7:00 PM

1. Discussion/Action: **Employee Contract/SEIU MOU**

OPEN SESSION 7:57 PM

Discussion/Action: **Public report of Action Taken in Closed Session**

No reportable actions were taken during closed session.

GENERAL MANAGER/BOARD COMMENTS

1. Future Agenda Items

The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.

- Suggested agenda items from the Public.
- Suggested agenda items from Management.
- Suggested agenda items from Board Members.
- > A closed session will be on the July meeting agenda.
- An update regarding the Arrowhead meeting will be provided at the July Board Meeting.

2. Management Comments

Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

3. Board Member Comments

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

Director Lynk asked the Board Secretary to reach out Riverside County about the ARPA funding, since there hasn't been any word since it's been approved.

MISCELLANEOUS

- 1. Future Board Items/Next Board Meeting Date(s)
 - a. Community Action Committee Meeting at Arrowhead plant June 29, 2022, 10:00 am
 - b. Board Director Training July 11, 2022, at 8:00 am
 - c. Community Action Committee Meeting at Community Center July 12, 2022, 6:00 pm
 - d. Finance & Audit Workshop Tuesday July 19, 2022, 5:00 pm
 - e. Regular Board Meeting Tuesday July 19, 2022, 6:00 pm
 - f. San Gorgonio Pass Regional Water Alliance Meeting Wednesday, July 27, 2022, 5:00 pm
 - g. Personnel Committee TBD

ADJOURNMENT

Motion to adjourn at 8:09 pm made by Director Davis and 2nd by Director Tincher.

Director Davis - Ave Director Tincher - Ave Director Morris - Aye Director Wargo - Ave Director Lynk - Aye

Meeting adjourned at 8:09 pn	m on Tuesday, J	June 21, 2022
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Robert Lynk, Board Chair **Board of Directors Cabazon Water District**

Evelyn Aguilar, Secretary Board of Directors Cabazon Water District

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Cabazon Water District 14618 Broadway Street • P.O. Box 297

Cabazon, California 92230

BOARD DIRECTOR TRAINING

MINUTES

Meeting Location: 14618 Broadway St. Cabazon, CA 92230

Meeting Date: Monday, July 11, 2022 - 8:00 AM

CALL TO ORDER PLEDGE OF ALLEGIANCE, **ROLL CALL**

- No formal Call to Order, Pledge of Allegiance, or Roll Call was taken, the following Directors were present:
 - Director Alan Davis
 - Director Terry Tincher
 - Director Diana Morris

The Directors individually took the following online courses:

- 1. The Brown Act: The People's Business and the Right to Access (online)
- 2. Sexual Harassment Prevention Training for Supervisor/Board Members (online)
- 3. AB1234 Local Ethics Training (online)

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There was no public present.

ADJOURNMENT

> Since each of the Directors took the online courses individually, the meeting did not adjourn at a specific time. By 2:15 PM, all of the Directors were complete with their training.

Robert Lynk, Board Chair	Evelyn Aguilar, Secretary
Board of Directors	Board of Directors
Cabazon Water District	Cabazon Water District

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RESOLUTION NO. 04-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CABAZON WATER DISTRICT AUTHORIZING VIRTUAL BOARD AND COMMITTEE MEETINGS PURSUANT TO AB 361

WHEREAS, the Cabazon Water District ("District") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the District's meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor's executive orders, the District has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, District staff and Directors; and

WHEREAS, the Governor's executive order related to the suspension of certain provisions of the Brown Act expires on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a state of emergency has been proclaimed related to COVID-19, state or local officials are recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

NOW, THEREFORE, BE IT RESOLVED THE BOARD OF DIRECTORS OF THE CABAZON WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings: Consistent with the provisions of Government Code Section 54953(e), the Board of Directors finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) state or local officials have recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Board authorizes staff to conduct remote teleconference meetings of the Board of Directors, including Committee meetings, under the provisions of Government Code Section 54953(e).

Section 3. <u>Effective Date of Resolution</u>. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Board of Directors in accordance with Section 4 of this Resolution.

Section 4. Extension by Motion. The Board of Directors may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

PASSED AND ADOPTED by the Board of Directors of the Cabazon Water District this 16th day of November 2021, by the following vote:

AYES: DIRECTOR SANDERSON, DIRECTOR MORRIS DIRECTOR TINCHER, DIRECTOR WARGO, DIRECTOR

NOES: NONE.

ABSENT: NONE.
ABSTAIN: NONE.

Sarah Wargo

Vice Board Chair

Cabazon Water District

Board of Directors

ATTEST:

Evelyn Aguilar Board Secretary

Cabazon Water District



Cabazon Water District Balance Sheet

As of June 30, 2022

		J	une 30, 22		
1 ASSE	CTS				
2	Current Assets				
3	Checking/Savings	\$	415,161	415,161	Chase
4	Accounts Receivable		257,458	824,823	LAIF
5	LAIF		824,823	\$ 1,239,984	Cash &
6	Bank of NY Trustee Accounts		64,930		l
7	Prepaid Expenses		40,234		
8	Inventory		110,471		
9	Total Current Assets		1,713,078		
10	Fixed Assets				
11	Total Fixed Assets		13,967,156		
12	Accumulated Depreciation		(6,316,059)		
13	Net Fixed Assets		7,651,097		
14 TOT	AL ASSETS	\$	9,364,174		
15 LIAB	SILITIES & EQUITY				
16	Liabilities				
17	Current Liabilities				
18	Accounts Payable	\$	41,930		
19	Other Current Liabilities				
20	Customer Deposits		11,161		
21	Current Portion DWR-H Loan		41,959		
22	Current Portion Zion's Bank Loan		84,949		
23	Current Portion 2022 Ford		76,707		
24	Accrued Expenses		28,557		
25	Employee Deductions				
26	Total Current Liabilities		285,264		
27	Long Term Liabilities				
28	DWR-H Loan Payable (2026)		196,228		
29	Zion's Bank Long Term (2023)		87,077		
30	RCEDA Loan Payable		300,000		
31	Total Long Term Liabilities		583,305		
32	Total Liabilities		868,569		
	Total Equity		8,495,605		
34 TOT	AL LIABILITIES & EQUITY	\$	9,364,174		

^{*}No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



Cabazon Water District Profit & Loss

For the Period Ending June 30, 2022

	THE DISTRICT	Jun-22	Current YTD	FY 21/22 Budget	YTD (100%)
1	REVENUES				
2	OPERATING INCOME				
3	Base Rate - Water Bills	\$ 44,230	\$ 540,137	\$ 522,400	103%
4	Commodity Sales	79,399	753,588	800,900	94%
5	DHPO Contract	19,642	190,938	180,800	106%
6	DHPO Capacity Credit	(1,750)	(21,000)	(21,000)	100%
7	Fire Sales - Water Bills	73	5,033	5,600	90%
8	Fire Flow Income	875	4,355	-	0%
9	Penalty Fees - Water Bills	5,512	26,084	-	0%
10	New Account Fees - Water Bills	100	1,530	2,400	64%
11	Incident Fees	-	250	-	0%
12	Returned Check Fees	30	270	200	135%
13	Basic Facilities Fee	18,998	87,207	10,000	872%
14	Stand By Fees - Tax Revenue	-	100,316	126,800	79%
15	TOTAL OPERATING INCOME	167,109	1,688,707	1,628,100	104%
16	NON-OPERATING INCOME				
17	Property Taxes	86	85,857	74,000	116%
18	Cell Tower Lease Income	3,172	29,558	26,100	113%
19	Miscellaneous Non-Operating Income	16,074	24,637	-	0%
20	Interest Income	905	5,509	2,200	250%
21	Grant Revenue	-	46,864	-	0%
22	TOTAL NON-OPERATING INCOME	20,236	192,425	102,300	188%
23	TOTAL REVENUES	187,345	1,881,132	1,730,400	109%
24	EXPENSES				
25	PAYROLL & BENEFITS				
26	Directors Fees	1,800	12,400	15,000	83%
27	Management & Customer Service				
28	Customer Accounts	4,818	62,874	55,900	112%
29	Customer Accounts - Cash Outs	-	2,081	-	0%
30	Business Admin Assistant	2,804	36,226	36,200	100%
31	General Manager	-	106,380	97,800	109%
32	Total Management & Customer Service	7,622	207,562	189,900	109%
33	Field Workers	11,169	143,830	161,400	89%
34	Employee Benefits Expense				
35	Workers Compensation	1,867	7,627	6,200	123%
36	Employee Health Care	3,379	62,496	66,200	94%
37	Pension	 4,556	68,215	 75,200	91%
38	Total Employee Benefits Expense	9,802	138,338	147,600	94%
39	Payroll Taxes	1,980	29,974	29,000	103%
40	TOTAL PAYROLL & BENEFITS	\$ 32,373	\$ 532,104	\$ 542,900	98%

^{*}No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



Cabazon Water District Profit & Loss

For the Period Ending June 30, 2022

	THE DISTRICT	J	Jun-22	Current YTD]	FY 21/22 Budget	YTD (100%)
41	OPERATIONAL EXPENSES						
42	Facilities, Wells, T&D						
43	Lab Fees	\$	268	\$ 5,306	\$	9,100	58%
44	Meters		-	1,730		4,900	35%
45	Utilities - Wells		24,488	132,121		103,300	128%
46	Line R&M Materials		255	34,896		52,000	67%
47	Well Maintenance		2,010	35,241		38,600	91%
48	Security		1,557	26,717		25,300	106%
49	Engineering Services		12,166	101,393		113,000	90%
50	Facilities, Wells, T&D - Other		995	21,884		11,500	190%
51	Total Facilities, Wells, T&D		41,739	359,287		357,700	100%
52	Utilities - Office						
53	Electricity		1,922	15,970		15,000	106%
54	Gas		15	597		1,100	54%
55	Telephone		211	9,033		10,400	87%
56	Trash Pickup & Office Cleaning		708	7,460		4,700	159%
57	Total Utilities - Office	<u> </u>	2,856	33,061		31,200	106%
58	Office Expenses						
59	Water Billing System		216	2,387		2,100	114%
60	Supplies & Equipment		210	11,529		10,300	112%
61	Copier Lease & Printing Supplies		370	5,018		5,000	100%
62	Dues & Subscriptions		42	1,410		2,500	56%
63	Postage		1,280	9,259		8,300	112%
64	Printing & Publications		-	506		6,400	8%
65	Computer Services		2,981	38,515		42,100	91%
66	Office Storage		-	3,500		6,300	56%
67	Air Conditioning Servicing		453	5,238		5,100	103%
68	CA Water Systems Alliance		250	1,750		3,000	58%
69	Office Expenses - Other		-	1,464		2,100	70%
70	Total Office Expenses		5,801	80,575		93,200	86%
71	Support Services						
72	Financial Audit		4,396	19,250		23,500	82%
73	Accounting		-	38,306		40,000	96%
74	Legal Services		3,456	55,916		71,000	79%
75	Temporary Labor		1,121	6,992		-	0%
76	Bank/Payroll Service		389	5,354		5,500	97%
77	Website Support		75	525		500	105%
78	General Liability Insurance		3,141	31,739		26,100	122%
79	Total Support Services	\$	12,577	\$ 158,082	\$	166,600	95%

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Cabazon Water District Profit & Loss

For the Period Ending June 30, 2022

	THE DISTRICT	Jun-22	Current YTD	FY 21/22 Budget	YTD (100%)
80	Training/Travel	\$ 158	\$ 8,756	\$ 10,500	83%
81	Other Fees/SWRCB	-	8,305	8,900	93%
82	Service Tools & Equipment				
83	Shop Supplies and Small Tools	34	1,138	11,900	10%
84	Vehicle Fuel	1,501	14,290	16,600	86%
85	Employee Uniforms	178	1,678	2,000	84%
86	Safety	33	1,474	1,900	78%
87	Tractor Expenses	-	3,464	3,700	94%
88	Equipment Rental	-	14,404	6,900	209%
89	Service Trucks - R&M	-	14,696	14,500	101%
90	Water Ops Phone & Internet	452	3,759	4,800	78%
91	Total Service Tools & Equipment	2,198	54,901	62,300	88%
92	NON-OPERATING EXPENSES				
93	Grant & Loan Processing Fee	-	1,325	1,400	95%
94	DWR Interest Expense	-	6,732	6,700	100%
95	2022 Ford Purchase Interest Expense	369	1,296	_	0%
96	DHPO Interest Expense	-	3,742	3,800	98%
97	Bad Debt Expense	-	-	1,200	0%
98	Miscellaneous	10	880	3,300	27%
99	TOTAL NON-OPERATING EXPENSES	379	13,975	16,400	85%
100	TOTAL EXPENSES	 98,081	1,249,048	1,289,700	97%
101	TOTAL INCOME BEFORE CAPITAL & GSA	89,264	632,085	440,700	143%
102	CAPITAL PROJECTS				
103	Main Street Improvements (Icehouse Imp.)	-	(15,087)	(50,000)	30%
104	Meter Replacements & Other Capital	-	-	(20,000)	0%
105	Well & Tank Repairs	-	(79,274)	(270,000)	29%
106	Fire Hydrants	-	-	(72,500)	0%
107	TOTAL CAPITAL PROJECTS	-	(94,361)	(412,500)	23%
108	DEBT - PRINCIPAL				
109	Debt Service Principal - 2022 Ford	(1,111)	(3,142)	-	0%
110	Debt Service Principal - DWR	-	(41,959)	(42,000)	100%
111	Debt Service Principal - DHPO (Zion)	-	(84,949)	(84,900)	100%
112	TOTAL DEBT - PRINCIPAL	 (1,111)	(130,050)	(126,900)	102%
113	SGMA / GSA	-	(32,784)	(35,000)	94%
114	NET INCOME / (LOSS)	\$ 88,153	\$ 374,889	\$ (133,700)	

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New Business

1. Discussion/Action Item:

[TAB 1]

Approval of ARPA Agreement, pending County of Riverside's review of proposed edits, and subject to changes requested by Management and Legal (County of Riverside funding for Broadway/Main cluster valve and Reservoir repair)

Attachments:

- 1. Draft ARPA Agreement with proposed edits by BBK: Currently under review by the County of Riverside.*
- 2. Project outlines

^{*}Proposed edits in Section 16: Termination, and Attachment D: Indemnification.

FUNDING AGREEMENT FOR CABAZON WATER DISTRICT AGENCY INFRASTRUCTURE PROJECTS

This Funding Agreement ("Agreement") is entered into by and between the County of Riverside, a political subdivision of the State of California, ("County") and Cabazon Water District, ("Subrecipient"). County and Subrecipient are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law, amending Section 9901 of Title VI of the Social Security Act which establishes the Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds) to provide state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery; and

WHEREAS, on February 8, 2022, Minute Order 3.3, the Board of Supervisors of the County of Riverside approved allocation of ARPA funds to support eligible infrastructure projects within Riverside County; and

WHEREAS, on January 6, 2022, the U.S. Department of the Treasury (U.S. Treasury) adopted a final rule implementing the Fiscal Recovery Funds which takes effect on April 1, 2022 (Final Rule), however, Subrecipient may generally take actions and use funds in a manner consistent with the terms of the Final Rule prior to April 1, 2022, to the extent they are more restrictive than those in the interim final rule, issued on May 10, 2021; and

WHEREAS, to respond to the negative effects of the pandemic, which in turn affect our community as a whole, the County has dedicated a portion of the allotted ARPA funds to local agencies for the delivery and implementation of vital and eligible infrastructure projects; and

WHEREAS, the County desires to reimburse and the Subrecipient desires to accept ARPA Fiscal Recovery Funds in a total amount not to exceed \$600,000, for expenditures identified in Exhibit A related to the Reservoir Corrosion Repair/Prevention Project, and Cluster Valve Repair Project; and

NOW THEREFORE, in consideration of the mutual benefits, covenants, terms and conditions contained herein, the Parties agree as follows:

AGREEMENT

- 1. <u>Incorporation of Recitals.</u> The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
- 2. <u>Contract Documents</u>. This Agreement consists of this Agreement and the following attachments, attached hereto and by this reference incorporated herein:
 - 2.1 Attachment A Infrastructure Projects Scope
 - 2.2 Attachment B U.S. Treasury ARPA Fiscal Recovery Funds Final Rule

- 2.3 Attachment C Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards -2 CFR Part 200 et seq
- 2.4 Attachment D Indemnification and Insurance Requirements
- 2.5 Attachment E Project Monitoring Requirements
- 2.6 Attachment F Construction Requirements
- 3. <u>Infrastructure Projects; Scope of Work.</u> Subrecipient shall be responsible for completion of all activities associated with design, implementation, installation and construction of the Infrastructure Projects, as described in **Attachment A**, on or before December 31, 2026, by first using funds received from the County in the amount provided in Section 4 of this Agreement. The Subrecipient shall also furnish timely reporting and documentation assuring Subrecipient's compliance with the U.S. Treasury ARPA Guidelines (as stated in the Final Rule of the U.S. Department of the Treasury published in the Federal Register on January 27, 2022), and within the timelines and specifications provided in **Attachment E**. Under the provisions of the Agreement, the County shall bear no responsibility for the Infrastructure Projects, including without limitation any activities associated with implementation, installation and construction, or any future operation or maintenance of the Infrastructure Projects.
- 3.1 Project Signage. Subrecipient shall include appropriate acknowledgement of credit to the County for its support when promoting the Infrastructure Projects or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at Infrastructure Project site(s) and shall include the U.S. Department of Treasury's, and the County's color logos, along with the following disclosure statement: "Funding for this project has been provided in full or in part from the American Rescue Plan Act, and through an agreement with the County of Riverside." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

4. Funding.

- 4.1 County shall provide funding to Subrecipient in a total amount not to exceed \$600,000 ("Award"), in quarterly payments in accordance with progress pay estimates submittals, and in compliance with ARPA Guidelines as set forth in **Attachment B**, attached hereto and by this reference incorporated herein, for the completion of the Infrastructure Projects. In the event that there is a conflict in the terms for payment in this Agreement and the terms in Attachments B and C, the terms in Attachments B and C shall take precedence. Subrecipient shall provide other non-federal funding at least equal to the amounts shown in **Attachment A**, attached hereto and by this reference incorporated herein, as a match to the funds provided by the County for the Infrastructure Projects.
- 4.2 Except as expressly provided in **Attachment A** of this Agreement, Subrecipient shall not be entitled to, nor receive from County any additional funding or other type of remuneration for services rendered under this Agreement. The Award amounts described in this Section are specifically for each Infrastructure Project and make up the entire amount which the County has approved to fund for each Infrastructure Project. Subrecipient shall not be entitled by virtue of this Agreement to consideration in excess of specified per-project Award amounts, and Subrecipient shall be responsible for any and all costs incurred above any Award amount for its implementation and completion of the specified Infrastructure Project. Any subsequent amendments to Infrastructure Project scopes or descriptions are not covered by this Agreement, and the funding for any such amendments or for any Infrastructure Project cost overruns shall be the sole responsibility of Subrecipient, unless otherwise approved in writing by the County.
- 4.3 Should it be determined at any time by the Subrecipient or the County that the Subrecipient cannot, will not or is unable to complete an Infrastructure Project subject to this

Agreement in accordance with the applicable State and Federal requirements and the provisions of this Agreement on or before December 31, 2026, then the subrecipient shall return 100% of the Award amount reimbursed to Subrecipient for any uncompleted Infrastructure Project as of the date of notification to the County, within thirty (30) days of notification.

4.4 In the event the actual cost for any Infrastructure Project is less than Award, Subrecipient shall refund the difference to County within thirty (30) days of filing the Notice of Completion for the Infrastructure Project, or by June 30, 2026, whichever occurs first. Subrecipient shall return any reimbursed Award Funds that have not been expended or are not adequately supported by invoices and documentation to the County, within thirty (30) days of completion of construction of the Infrastructure Project, or upon request by the County, whichever occurs first.

5. Invoicing and Billing

- 5.1 Invoices.
- 5.1.1 Invoices shall be submitted via e-mail to RIVCOARPA@RIVCO.ORG. The final invoice from the Subrecipient will be submitted with enough time for the County to reimburse the Subrecipient prior to December 31, 2026, per the final rule of ARPA.
 - 5.1.2 Supporting documentation shall accompany each invoice: copies of paid receipts and invoices of all Subrecipient Infrastructure Project costs incurred by Subrecipient.
 - 5.1.3 To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - 5.1.3.1 County Executive Office staff shall notify Subrecipient to obtain necessary additional documentation or clarification.
 - 5.1.3.2 Subrecipient shall respond within three (3) business days with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - 5.1.3.3 All invoices containing expenses that need additional documentation or clarification not provided to County within three (3) business days of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - 5.1.3.4 Subrecipient may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

5.2 Payments

5.2.1 If the conditions set forth in this Agreement are met, County shall pay, on/or before the thirtieth (30th) day after receipt of a complete and accurate invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed and/or proper backup documentation is provided.

- 5.2.2 County shall not pay for unauthorized costs incurred by Subrecipient or for the claimed work which County monitoring shows have not been provided as authorized.
- 5.2.3 County retains the right to withhold payment on disputed claims.
- 6. <u>Term.</u> The Term of this Agreement shall be from the date of approval of this Agreement until filing of notice of completion for all Infrastructure Projects, or on December 31, 2026, whichever is sooner, unless sooner terminated as provided herein.
- 7. <u>Subrecipient Compliance Obligations</u>. The Subrecipient agrees to comply with the terms and conditions of this Agreement. The Subrecipient also agrees to apply the terms and conditions of this Agreement to all of its subcontractors (if applicable) and to require their strict compliance therewith. If it is determined that the Subrecipient is noncompliant, County may temporarily withhold or disallow reimbursement of costs, under 2 C.F.R. Part 200, as supplemented by 2 C.F.R. Part 910.
- 7.1 Federal Provisions. Subrecipient and all of its subcontractors shall comply with the Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards Provisions contained in **Attachment C**
- 7.2 Additional terms and conditions for Infrastructure Projects. The Subrecipient and all of its subcontractors shall comply with the Drinking Water and / or the Clean Water State Revolving Fund compliance requirements as reflected in the U.S. Treasury ARPA Fiscal Recovery Funds Final Rule.

8. Contract Representatives.

- 8.1 County Representative. The County Executive Officer, or designee, shall be the designated representative who shall administer this Agreement on behalf of the County.
- 8.2 Subrecipient Representative. The General Manager, or designee, shall be the designated representative who shall administer this Agreement on behalf of the Subrecipient.
 - 8.3 The Contract Representatives may be contacted as described in Section 11, below.

9. Records and Audit.

- 9.1 Subrecipient shall store and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof. Any authorized representative of County shall have access to any writings as defined above for the purposes of making a report, audit, evaluation, or examination Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 9.2 If it is determined pursuant to an audit that any funds provided pursuant to this Agreement have been improperly expended, Subrecipient shall, at the direction of the agency performing the audit, reimburse the County within thirty (30) days the full amount of such improperly expended funds. The funds shall be reimbursed in accordance with the recommendations in the audit.

10. Monitoring of Contract Compliance and Infrastructure Progress Reports.

- 10.1 Contract Compliance. The Subrecipient shall comply with the monitoring arrangements set forth in **Project Monitoring Requirements**, and **Construction Requirements**, attached as **Attachments E** and **F**, respectively.
 - 10.2 Infrastructure Projects Progress Reports and Progress Pay Estimates. Subrecipient

shall, as specified herein, provide quarterly reports detailing each Infrastructure Project's progress, including a financial status report and milestone progress report as described in Attachment E.

Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

If to County:

Riverside County Executive Office Attention: Rania Odenbaugh and Scott Bruckner 4080 Lemon Street, 4th Floor,

Riverside, CA. 92501

If to Subrecipient:

Cabazon Water District **Attention: Contact** XXXX Main Road XXXXX, CA 9XXXX

- Subrecipient covenants that it presently has no interest, including but Conflicts of Interest. not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. RECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement. In the event federal funds are used, in whole or in part, for this Project, Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2, C.F.R, section 200,318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through Recipient, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2. C.F.R. section 200.12.
- Nondiscrimination. During any period in which Subrecipient is in receipt of funds from Recipient, Subrecipient and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Subrecipient and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non- discrimination and equal opportunity, including without limitation the County's non-discrimination policy; Title VI of the Civil Rights Act of 1964 (42 US.C. sections 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code

sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy.

Subrecipient shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform work under or as a derivative of this Agreement.

- 14. <u>Indemnification</u>. The Subrecipient shall be bound by the indemnification, hold harmless and defend provisions contained in **Attachment D**.
- 15. <u>Insurance</u>. Subrecipient shall obtain, and maintain, or caused to be obtained and maintained, at all times during the Term of this Agreement, insurance coverage in the amounts and coverage specified in **Attachment D**.
- 16. <u>Termination</u>. <u>The After proceeding through the Dispute Resolution procedures in Section 18, below, and allowing Subrecipient sixty (60) days to cure, the County may terminate this agreement upon a determination that Subrecipient is not complying with ARPA terms and conditions. The County may withhold additional planned distributions of funding to Subrecipient pending receipt of requisite reporting requirements by Subrecipient to the County as described herein.</u>
- 17. <u>Compliance with Laws</u>. The Subrecipient is required to comply with all applicable federal, state and local laws and regulations for all work performed or funded by and through this Agreement. The Subrecipient is required to obtain all necessary federal, state and local permits, authorizations and approvals for all work performed under this Agreement.
- 18. <u>Disputes</u>. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The Subrecipient shall proceed diligently with the Infrastructure Projects described in this Agreement pending the resolution of a dispute. The Parties reserve the right to pursue any remedies at law or in equity should any dispute relating to this Agreement not by resolved by the Parties. Notwithstanding the foregoing, prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.
- 19. <u>Status of Subrecipient</u>. The Subrecipient is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Subrecipient (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties nor is there a joint venture; and Subrecipient shall indemnify and hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.
- 19.1 All acts of Subrecipient and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Subrecipient relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Subrecipient, by virtue of this Agreement, has no authority to bind or incur any obligation on

behalf of County. No agent, officer or employee of the County is to be considered an employee of Subrecipient. At all times during the term of this Agreement, the Subrecipient and its officers, employees, agents, representatives, or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

- 19.2 Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means for completion of the Infrastructure Project described in this Agreement. If necessary, Subrecipient has the responsibility for employing or engaging other persons or firms to assist Subrecipient in fulfilling the terms and obligations under this Agreement.
- 19.3 If in the performance of this Agreement any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Subrecipient. It is further understood and agreed that Subrecipient must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Subrecipient's assigned personnel under the terms and conditions of this Agreement.
- 20. <u>Entire Agreement.</u> This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.
- 21. <u>Amendment; Modification.</u> No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 22. <u>Governing Law and Venue.</u> The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.
- 23. <u>Construction/Interpretation.</u> Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 24. <u>No Waiver.</u> Failure of the Parties to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.
- 25. <u>No Third-Party Beneficiaries.</u> There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 26. <u>Severability.</u> It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall

continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

- 27. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 28. <u>Use of Electronic (Digital) Signatures</u>. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code

[Signature Provisions on Following Page]

28. <u>Authority to Enter Agreement.</u> Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

COUNTY: COUNTY OF RIVERSIDE, a political subdivision of the State of California	SUBRECIPIENT: CABAZON WATER DISTRICT
Ву:	By:
Chair, Board of Supervisors	General Manager
ATTEST: Clerk of the Board Kecia Harper	
By: Deputy	
(Seal)	
APPROVED AS TO FORM County Counsel	
By:	

Attachment A – Infrastructure Project Scope

Reservoir Corrosion Repair/Prevention Project

Bruckner, Scott [SB1] June 23, 2022 05:24 PM Please include all project info

Scope of Work

The Subrecipient will complete

Project Budget

ITEM	DESCRIPTION	COUNTY OF RIVERSIDE ARPA PROJECT FUNDING AMOUNT (Not to Exceed)	CABAZON WATER DISTRICT NON-FEDERAL FUNDING AMOUNT	ESTIMATED PROJECT COST
1	Facility Planning	\$0	\$0	\$0
2	Preliminary Design	\$0	\$0	\$0
3	Final Design	\$0	\$0	\$0
4	Spec Review,	\$0	\$0	\$0
	Bid/Award			
5	Construction	\$0	\$0	\$0
6	Admin Closeout	\$0	\$0	\$0
	TOTAL:	\$500,000	\$0	\$0

Schedule

ITEM	DESCRIPTION OF SUBMITTAL	ESTIMATED DUE DATE
1	Feasibility Report	
2	Preliminary Design Report	
3	Final Design	
4	Spec Review, Bid/Award	
5	Construction and Implementation	
6	Admin Closeout	

Cluster Valve Repair Project

Scope of Work

The Subrecipient will complete

Project Budget

ITEM	DESCRIPTION	COUNTY OF RIVERSIDE ARPA PROJECT FUNDING AMOUNT (Not to Exceed)	CABAZON WATER DISTRICT NON-FEDERAL FUNDING AMOUNT	ESTIMATED PROJECT COST
1	Facility Planning	\$0	\$0	\$0
2	Preliminary Design	\$0	\$0	\$0
3	Final Design	\$0	\$0	\$0
4	Spec Review,	\$0	\$0	\$0
	Bid/Award			
5	Construction	\$0	\$0	\$0
6	Admin Closeout	\$0	\$0	\$0
	TOTAL:	\$100,000	\$0	\$0

Schedule

ITEM	DESCRIPTION OF SUBMITTAL	ESTIMATED DUE DATE
1	Feasibility Report	
2	Preliminary Design Report	
3	Final Design	
4	Spec Review, Bid/Award	
5	Construction and Implementation	
6	Admin Closeout	

Attachment B – U.S. Treasury ARPA Fiscal Recovery Funds Final Rule

Attachment C – Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards -2 CFR Part 200 et seq

2 CFR Part 200 attached hereto

ATTACHMENT C CONTINUED

FEDERAL PROVISIONS

Should funding be allocated through American Rescue Plan Act (ARPA; (Title VI of the Social Security Act Section 602 et seq.), the COUNTY will administer and distribute those funds in accordance with ARPA. ARPA requires that payments from the Coronavirus Fiscal Recovery Fund be used to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay, provide government services to the extent the reduction of revenue due to COVID-19 public health emergency, and to make necessary investments in water, sewer or broadband infrastructure. It is effective beginning May 17, 2021 and ends on December 31, 2026.

Subrecipient acknowledges and agrees that this Agreement is subject to the federal requirements, including but not limited to the federal provisions provided below:

- 1. NON-DISCRIMINATION. Subrecipient shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.
- 2. EQUAL EMPLOYMENT OPPORTUNITY/ FAIR EMPLOYMENT PRACTICES/ FEDERAL PROVISIONS. During the performance of this Agreement, the Subrecipient shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- A. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.
- B. The Subrecipient shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- 3. CLEAN AIR ACT. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California

Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Subrecipient] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By	
Date	

7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- A. Competitively within a timeframe providing for compliance with the contract performance schedule:
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

A. The Subrecipient agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions

- B. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Subrecipient agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

13. FEDERAL PREVAILING WAGE

DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement expenses incurred in connection with the services provided under this Agreement, Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

A. The Subrecipient shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp. Additionally, wages are required to be paid not less than once a week.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Subrecipient and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Subrecipient and subcontractors, the Subrecipient and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

- 14. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)
- A. Compliance: Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of paragraph B of this section, the Subrecipient and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages: Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to

include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

- 15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
- 16. RIGHTS TO DATA AND COPYRIGHTS Subrecipients and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

B. Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv)Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

- (1) This clause does not prohibit contractors from providing—
- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. Page 10
- E. Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

18. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government:
 - b. Reached its final disposition during the most recent five-year period; and
 - c. Is one of the following:
- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition:
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes -
- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Attachment D - Indemnification and Insurance Requirements

INDEMNIFICATION

A. Basic Indemnity

- 1. To the fullest extent permitted by applicable law, Subrecipient agrees to indemnify, hold harmless and defend the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of Subrecipient or its subconsultants or their respective employees, agents, representatives, or independent contractors.
- 2. To the fullest extent permitted by applicable law, County of Riverside agrees to indemnify, hold harmless and defend the Subrecipient, its Board of Directors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of the County of Riverside or its subconsultants or their respective employees, agents, representatives, or independent contractors.
- 3. 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.
- 4. 3. Subrecipient The Parties further agrees agree to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of Subrecipient the other Party for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Agreement and arising out of work performed for County pursuant related to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity, provided however, that nothing contained herein shall be construed as obligating Subrecipient either Party to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B below.

B. Indemnity for Design Professionals

1. To the fullest extent permitted by Applicable Law, Subrecipient agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of Subrecipient or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Subrecipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. Subrecipient shall defend and pay, all costs and fees, including but not limited to

attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Subrecipient arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of Subrecipient. The cost for defense shall apply whether or not Subrecipient is a party to the lawsuit and shall apply whether or not Subrecipient is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of Subrecipient.

- 2. Without affecting the rights of County under any other provision of this Agreement, Subrecipient shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of Subrecipient and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
- C. Subrecipient agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.
- D. Subrecipient's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.
- E. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

INSURANCE REQUIREMENTS

Without limiting or diminishing the Subrecipient's obligation to indemnify or hold the County harmless, Subrecipient shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- A. Workers' Compensation: If the Subrecipient has employees as defined by the State of California, the Subrecipient shall maintain statutory Workers Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.
- B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Subrecipient's performance of its obligations

hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Subrecipient shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.
- D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DESIGN PROFESSIONALS, DOCTORS, AND LAWYERS) Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Subrecipient shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Subrecipient has Maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows. Policy shall name the County as Additional Insureds.

E. General Insurance Provisions - All lines:

- 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2. The Subrecipient must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Subrecipient's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3. Subrecipient shall cause Subrecipient's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance

and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Subrecipient insurance carrier(s) policies does not meet the minimum notice requirement found herein, Subrecipient shall cause Subrecipient's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Subrecipient shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5. It is understood and agreed to by the parties hereto that the Subrecipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the Subrecipient has become inadequate.
- 7. Subrecipient shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- 9. Subrecipient agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

Attachment E - Project Monitoring Requirements

Quarterly Progress Reports shall be submitted on the 21st of the month following the previous quarter. Quarterly reports shall be sent via e-mail to RIVCOARPA@RIVCO.ORG. The quarterly report shall include a brief description of the work performed during the reporting period, including construction status, milestones achieved, financial status report including cost incurred to date, cash flow projections, schedule updates, and any problems encountered in the performance of the work under this Agreement. The progress pay estimate for the reporting period shall be included as part of the quarterly progress report submittal.

In addition to the above, project schedule and cashflow projection updates shall be emailed to the County on a monthly basis.

Attachment F - Construction Requirements

RECIPIENT shall:

- 1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
- 2. To the extent that it has not already done so, the Recipient shall prepare or cause plans and specifications ("Plans") to be prepared for the Project prior to advertising Project for construction bids.
- 3. Provide COUNTY a copy of the engineering design cost proposal and associated design schedule for the PROJECT.
- 4. Advertise and award a public works construction contract for the PROJECT and begin construction within [WRITE OUT NUMBER OF MONTHS] (XX) months of execution of this Agreement.
- 5. Prior to advertising PROJECT for public works construction contract, obtain all necessary permits, approvals, or agreements as may be required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation and maintenance of PROJECT.
- 6. Implement or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of PROJECT.
- 7. Prior to advertising PROJECT for public works construction contract, obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits, and temporary construction easements as may be needed to construct, operate and maintain the PROJECT.
- 8. Advertise, award and administer a public works construction contract for the Project pursuant to the provisions of applicable laws for public works of improvements, including but not limited to the California Public Contract Code, Government Code and Labor Code.
- 9. Shall certify and cause its contractor to certify, that it is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient and its Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order. pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Recipient and its Contractor is required to

Geremy Holm [GH3] June 29, 2022 01:42 PM

BBK: The District is required to have any contractors paid with ARPA funds to certify that it is in compliance with the Russian Sanctions program. This is consistent with our interpretation of Governor Newsom's

The proper certification form is attached a the end of the agreement on page 30.

comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all parties with one or more agreements with the State of California, the County of Riverside, or any other local agency, with a value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in these documents, failure to comply with the economic sanctions and all applicable reporting requirements may result in disqualification or termination of the Construction Agreement, if awarded.

For parties and contractors with an agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia:
- Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
- c. Direct support to the government and people of Ukraine.

To comply with this requirement, please insert your name and Federal ID Number (if available) on the Certification Form attached hereto, execute by a duly authorized representative for the contractor and return to the County.

- 10. The Recipient shall require, and the specifications, bid and contract documents shall require all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Project, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code and applicable laws relating to general prevailing wage rates.
- 11. Each contractor engaged to perform work on the Project shall be required to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Recipient as obligee and issued by a California admitted surety which complies with the provisions of Section 995.660 of the California Code of Civil Procedure.
- 12. Provide COUNTY with written notice that RECIPIENT has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth herein the lowest responsible bid contract amount.
 - 13. Prior to commencing PROJECT construction, provide to County:
 - a. A construction schedule which shall show the order and dates in which RECIPIENT or RECIPIENT's contractor proposes to carry on the various parts of work, including estimated start and completion dates, and
 - b. A confined space procedure specific to PROJECT. The procedure shall

comply with requirements contained in California Code of Regulations, Title 8, Section 5156 et seq. and COUNTY's Confined Space Procedures, SOM-18.

- 14. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all working on the site.
- 15. Order the relocation of all utilities within RECIPIENT rights of way which conflict with the construction of PROJECT and which must be relocated at the expense of who may have superior property rights.
- 16. Procure or caused to be procured insurance coverages during the term of this Agreement. RECIPIENT shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to RECIPIENT issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to COUNTY. At minimum, the procured insurance coverages should adhere to the COUNTY's required insurance provided in **Attachment D** to this Agreement.
- 17. Construct, or cause to be constructed, PROJECT pursuant to a RECIPIENT administered public works construction contract, in accordance with the Plans, and pay all costs associated therewith.
- 18. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager and pay all costs associated therewith.
- 19. Provide COUNTY with a copy of the RECIPIENT's recorded Notice of Completion.
- 20. Keep an accurate accounting of all PROJECT cost and provide this accounting to COUNTY with RECIPIENT's Notice of Completion. The final accounting of construction cost shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, RECIPIENT approved change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for the PLANS. RECIPIENT shall be responsible to pay any amounts in excess of Award amount provided in this Agreement.
- 21. Refund to COUNTY, at the time of providing a Notice of Completion, any unexpended portions of Award amount within thirty (30) days of the Notice of Completion is filed for recordation.

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Prior to bidding on, submitting a proposal, or executing a contract, a party/contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the party/contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

Party/Contractor Name (Printed)		Federal ID Number (or n/a)
By (Authorized Signature)		
Printed Name and Title of Person Sign	ing	
Date		

Geremy Holm [GH4] June 29, 2022 01:43 PM

BBK: As mentioned above, all contractors paid with ARPA funds must fill out this cortification as well.

Summary report: Litera Compare for Word 11.1.0.69 Document comparison done on 7/6/2022 10:09:14 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/40285637/1	
Modified DMS: iw://bbklaw-mobility.imanage.work/IM	IANAGE/40285637/2
Changes:	
Add	10
Delete	10
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	20



14618 Broadway Street • P.O. Box 297 Cabazon, California 92230

AMERICAN RESCUE PLAN ACT PROJECTS

I. RESERVOIR CORROSION REPAIR/PREVENTION PROJECT

Purpose: The District's water distribution system relies on four (4) reservoirs to provide water pressure and storage for the community, with fire suppression protection dependent on this storage capacity. The District works to maintain acceptable water quality and maximize lifespan of the reservoirs by actively taking steps to prevent contamination and corrosion in the reservoirs. Prevention and prompt repair of corrosion on both the interior and exterior surfaces of the reservoirs is a particularly important step in maximizing the service life of these critical facilities.

Scope of Work: Three (3) of the District's reservoirs have been identified as requiring repairs to prevent corrosion and maintain acceptable water quality:

Reservoir #2

- Interior: Remove coating stains and perform touch-up painting
- Exterior: Touch-up paint the reservoir shell, and completely recoat the reservoir roof

Reservoir #3

• Exterior: Touch-up paint reservoir shell and roof

Reservoir #4

- Interior: Remove coating stains, perform corrosion repairs to roof rafters, and perform touch-up painting
- Exterior: Completely recoat the reservoir shell, touch-up paint the reservoir roof, replace the damaged roof hatch, and add an exterior ladder extension to the ground surface with a new security door

Status: The necessary repairs have been identified. Bidding documents can be prepared and the project advertised for bid within 30 days of the District authorizing the project to proceed.

Cost: \$500,000

Reservoir #2: \$200,000
 Reservoir #3: \$20,000
 Reservoir #4 \$280,000

Cabazon Water District American Rescue Plan Projects Page 2

II. CLUSTER VALVE REPAIR PROJECT

Purpose: The District has recently encountered an urgent repair required at one of the main tees in the distribution system. Repair is needed to prevent water loss and damage to the overlying travel way.

Scope of Work: The repair is as follows:

- ➤ Broadway & Main Valve Cluster Replacement
 - Replacement of three (3) valves and associated 12" tee, as well as replacement of pavement disturbed during construction

Status: The necessary repairs have been identified. The District has received a quote for the valve cluster replacement, and can execute a contract for the work immediately.

Cost: \$100,000

683-18P6-ARPA Projects 2/17/2022

New Business

2. Discussion/Action Item: [TAB 2]

Approval of Resolution 01-2022: Fixing water Standby Assessments for Fiscal Year 2022-2023

Attachments:

- 1. Resolution 01-2022
- 2. Proposition 218 Letter to the County of Riverside
- 3. Draft Standby Charges

RESOLUTION NO. 01-2022

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CABAZON WATER DISTRICT FIXING WATER STANDBY ASSESSMENTS FOR FISCAL YEAR 2022-2023

WHEREAS, pursuant to Section 31032.1 of the California Water Code, the Board of Directors of the Cabazon Water District (hereinafter "District") is authorized to annually fix water standby or water availability assessments not to exceed \$30.00 per acre per year for each acre of land, or \$30.00 per year for each parcel of land equal to or less than one acre, to which water is made available for any purpose by the District, whether the water is actually used or not; and

WHEREAS, it is hereby found that the very existence of publicly available water through a public agency is of benefit to the lands to be assessed; and

WHEREAS, the water standby assessments are hereby dedicated to lawful purposes of the District, and will be available to pay the District's long-term indebtedness and for other lawful purposes; and

WHEREAS, pursuant to Sections 31032.1 and 31032.2 the Board of Directors may elect to have the standby or availability assessments collected on the tax rolls after a written report of water standby assessments for fiscal year 2022-2023 is prepared; and

WHEREAS, the Board of Directors elects to have the standby and availability assessments collected on the tax rolls, and, therefore, finds it necessary that a written report of the water standby assessments for the 2022-2023 fiscal year be prepared, and that certain criteria be established to assist the General Manager in the preparation of said written report as it pertains to those parcels of property located within the District's boundaries; and

WHEREAS, the standby and availability assessments for the 2022-2023 Fiscal Year are exempt from Proposition 218 because they do not exceed the rates levied in the 1996-1997 Fiscal Year and the assessments generate revenue for both 1) the operation and maintenance of a water system and 2) the payment of bonded indebtedness; and

RESOLUTION NO. 01-2022 PAGE 2 OF 4

WHEREAS, the District previously caused a report to be prepared and filed with the secretary of the District, describing each parcel of real property and the amount of the assessment for each parcel for the 2022-2023 fiscal year (the "Report"), which report has been on file with the secretary as required under Water Code section 31032.1, and by this reference is incorporated herein; and

WHEREAS, upon filing the Report, the District provided notice as required under Water Code section 31032.2, notifying all interested persons that said Report has been filed, and of the time and place for a public hearing on said Report and the placement of the standby and availability assessments for collection on the property tax roll by the County; and

WHEREAS, at the public hearing called for such purpose, the Board of Directors heard and considered all protests and objections to collection of the standby and availability assessments on the tax roll; and

WHEREAS, at this time, the Board of Directors wishes to overrule all objections, adopt the Report as drafted, subject to any appropriate adjustments that may be necessary as a result of the equalization of the assessment roll subsequent to the date hereof, as authorized under Water Code section 31032.3. NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cabazon County Water District as follows:

- 1. The Recitals set forth above are true and correct, and by this reference incorporated herein.
- 2. Having heard and considered all protests and objections filed or made prior to the end of the public hearing, the Board of Directors hereby overrules all such protests or objections adopts the Report, which was prepared with the following criteria:

Assessments are made without regard to property valuation, and each parcel is hereby classified into one of three zones, with the standby or availability assessment rate for each zone set as follows:

ZONE A: The area within the base water service pressure zone as shown by map on file at the District office.

RESOLUTION NO. 01-2022 PAGE 3 OF 4

Each parcel that has an active metered service connection shall be assessed a water availability assessment of \$10.00 per parcel for each parcel equal to or less than one acre or \$10.00 per acre for which there is an active metered service capacity unit (for assessment purposes, one active metered service capacity unit is equivalent to one acre; see Exhibit "A", attached) plus \$30.00 per acre or portion thereof for each acre or portion thereof in excess of the acreage represented by active metered service capacity units.

Each parcel that does not have an active metered service connection shall be assessed a water standby assessment of \$30.00 per parcel for each parcel equal to or less than one acre or \$30.00 per acre or portion thereof for each parcel greater than one acre.

ZONE B: The area within other water service pressure zones and three Property Types as shown by map on file at District Office. The standby assessment rate for Zone B and each Property Type therein is hereby set as follows:

<u>PROPERTY TYPE 1:</u> Any parcel that is not served by the District through an active meter and has slopes of up to 15% will be assessed \$15.00 per acre or portion thereof within Zone B for that portion of the parcel with described slopes.

PROPERTY TYPE 2: Any parcel that is not served by the District through an active meter and has slopes of between 15% and 25% will be assessed \$10.00 per acre or portion thereof within Zone B for that portion of the parcel with described slopes.

PROPERTY TYPE 3: Any parcel that is not served by the District through an active meter and has slopes greater than 25% will be assessed \$5.00 per acre or portion thereof within Zone B for that portion of the parcel with described slopes.

ZONE C: Each parcel within Riverside County Surface Mining Permit No. 162 shall be assessed \$30.00 per acre or portion thereof.

3. The General Manager, or his or her designee, is hereby authorized to make any appropriate adjustments to the Report that may be necessary as a result of the equalization of the assessment roll subsequent to this public hearing. The General Manager, or his or her designee, is hereby directed to file the Report, as adjusted, with the auditor for the County of Riverside on or prior to the 10th day of August, 2021. The standby and availability assessments shall be collected on the tax bills for the parcels identified in the Report and shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from, general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties to be levied on and collected from the owners of said parcels

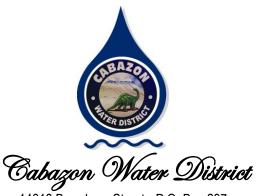
RESOLUTION NO. 01-2022 PAGE 4 OF 4

4. The Board of Directors hereby finds that the adoption of this Resolution and the associated collection of water standby assessment monies on the tax roll are exempt from environmental analysis pursuant to Public Resources Code, Section 21080(b)(8).

PASSED AND ADOPTED by the Board of Directors of the Cabazon Water District, Riverside County, State of California, this 19th day of July 2022.

MOTION:	
SECOND:	
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
SIGNED:	ATTEST:
Robert Lynk President of the Board of Directors Cabazon Water District	Evelyn Aguilar Secretary to the Board of Directors Cabazon Water District

SEAL



14618 Broadway Street • P.O. Box 297 Cabazon, California 92230

July 19, 2022

Paul Angulo, CPA, MA Riverside County Auditor-Controller 4080 Lemon Street, 11th Floor Riverside, CA 92502

Subject: Compliance with Proposition 218

Dear Mr. Angulo:

Cabazon Water District represents that the charges associated with property tax district number 68-4815 identified on the county Tax Roll as Cabazon County Water Standby is in compliance with the articles of article XIII D of the California Constitution (added as part of Proposition 218) cited below.

The County Auditor-Controller/County of Riverside agrees to enter all assessments, fees, charges, or taxes for Cabazon Water District upon receipt of such roll on or about August 10, 2022 based upon such certification.

Cabazon Water District shall be solely liable and responsible, and will defend, indemnify and hold the County and this office harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges, or taxes placed on the roll for Cabazon Water District by the County.

The Cabazon County Standby Charges are assessments for the purpose of article XIII D of the California Constitution, as provided for in article XIII D, section 6(b)(4). Article XIII D, section 5 of the California Constitution provides in relevant part:

"Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt...(1) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for...sewer, water, flood control, drainage systems... Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4."

In compliance with the above provisions, the Cabazon County Standby Charges have not been increased or extended since fiscal year 1996-1997. As such, they meet the exemption described above.		
Cabazon Water District – Robert Lynk, Board Chair	Date	
Attested By:		
District Board Secretary – Evelyn Aguilar		
22527.00000\30041126.1		

	2022-2023 STANDBY
<u>APN</u>	CHARGE
519-100-001	\$15
519-100-002	\$6,114
519-100-002	\$1,497
519-110-009	\$122
519-110-009	\$30
519-110-011	
519-110-015	\$2,403
519-110-038	\$33 \$561
519-110-039	\$56
519-110-044	\$1,096
519-110-046	\$1,004 \$1.5
519-121-003	\$15
519-121-004	\$15
519-121-005	\$15
519-121-006	\$15
519-121-007	\$15
519-121-010	\$15 \$15
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519-122-009	\$10
519-122-010	\$10
519-122-011	\$10
519-122-012	\$10
519-122-013	\$10
519-131-001	\$35
519-131-003	\$30
519-131-004	\$10
519-131-005	\$10
519-131-006	\$10
519-131-007	\$10
519-131-008	\$10
519-131-009	\$10
519-131-010	\$30
519-131-011	\$10
519-131-012	\$10
519-131-013	\$10
519-131-014	\$10
519-131-015	\$10



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4.50.1	2022-2023 STANDBY
<u>APN</u>	<u>CHARGE</u>
519-131-016	\$10
519-131-017	\$30
519-131-018	\$30
519-131-019	\$30
519-131-020	\$32
519-131-021	\$10
519-131-022	\$10
519-131-023	\$10
519-131-024	\$10
519-132-001	\$30
519-132-002	\$30
519-132-003	\$30
519-132-004	\$30
519-132-005	\$30
519-132-006	\$10
519-132-007	\$10
519-132-008	\$10
519-132-009	\$10
519-132-010	\$10
519-132-011	\$10
519-132-012	\$10
519-132-013	\$10
519-132-014	\$10
519-132-015	\$10
519-132-016	\$10
519-132-017	\$10
519-132-018	\$10
519-132-019	\$10
519-132-020	\$30
519-132-021	\$30
519-132-022	\$30
519-132-022	\$10
519-141-034	\$130
519-141-035	\$30
519-142-001	\$30 \$10
519-142-001	\$10 \$10
519-142-002	•
519-142-003	\$10 \$20
0.0= 00 .	\$30 \$30
519-142-005	\$30
519-142-006	\$30 \$40
519-142-007	\$10
519-142-008	\$10
519-142-009	\$30
519-142-010	\$10
519-142-011	\$10
519-142-012	\$30
519-142-013	\$10
519-142-014	\$30
519-151-001	\$10
519-151-002	\$30
519-151-003	\$45
519-151-010	\$30
519-151-011	\$30
519-151-012	\$30



	2022-2022 STANDRY
ADM	2022-2023 STANDBY
APN	<u>CHARGE</u>
519-151-013	\$10
519-151-014	\$10
519-151-015	\$10
519-151-016	\$10
519-151-017	\$30
519-151-018	\$30
519-151-020	\$30
519-151-021	\$30
519-151-022	\$30
519-151-023	\$30
519-151-023	
	\$30 \$40
519-152-004	\$10 \$40
519-152-005	\$10 \$10
519-152-006	\$10
519-152-007	\$30
519-152-008	\$10
519-152-009	\$30
519-152-010	\$30
519-152-011	\$30
519-161-011	\$30
519-161-015	\$41
519-161-016	\$30
519-161-017	\$30
519-161-017	\$30
519-161-019	\$30
519-161-024	\$30
519-161-025	\$30
519-161-028	\$30
519-162-006	\$30
519-162-007	\$36
519-170-001	\$182
519-170-005	\$4,754
519-170-007	\$1,663
519-170-010	\$30
519-170-011	\$1,284
519-180-001	\$1,200
519-180-026	\$1,207
519-190-001	\$30
519-190-002	\$109
519-190-003	\$598
519-190-005	φ396 \$25
519-190-009	\$30
519-190-012	\$30
519-190-013	\$30
519-190-018	\$10
519-190-030	\$30
519-190-031	\$30
519-190-032	\$30
519-190-033	\$30
519-190-034	\$30
519-190-035	\$30
519-190-036	\$30
519-190-038	\$ 56
519-190-040	\$32
J19-130-040	ΨΟΔ



	2022-2023 STANDBY
APN	CHARGE
519-190-041	\$30
519-190-042	\$30
519-190-043	\$152
519-190-046	\$63
519-200-004	\$1,170
519-200-005	\$325
519-200-006	\$275
519-200-007	\$923
519-200-008	\$878
519-200-009	\$1,488
519-210-002	\$225
519-210-003	\$47
519-210-004	\$30
519-210-011	\$18
519-210-012	\$30
519-210-017	\$10
519-210-018	\$36
519-210-020	\$33
519-210-021	\$35
519-210-022	\$35
519-210-023	\$30
519-220-002	\$75
519-220-003	\$75
519-220-004	\$36
519-220-005	\$36
519-220-006	\$30
519-220-007	\$30
519-220-008	\$30
519-220-009	\$40
519-220-010	\$61 \$75
519-220-011	\$75 *****
519-220-013	\$60
519-230-001 519-240-001	\$289
	\$30 \$30
519-240-002 519-240-003	\$30 \$10
519-240-003	\$30
519-240-004	\$189
519-240-009	\$320
519-240-010	\$39
519-250-002	\$30
519-250-003	\$30
519-250-004	\$30
519-250-005	\$10
519-250-006	\$146
519-250-007	\$210
519-260-003	\$75
519-260-004	\$30
519-260-005	\$72
519-260-006	\$72
519-260-007	\$144
519-260-011	\$10
519-260-012	\$14
519-260-013	\$49



	2022-2023 STANDBY
APN	CHARGE
519-260-014	\$69
519-270-001	\$15
519-270-001	\$10
519-270-002	
	\$10 \$10
519-270-004	\$10 \$20
519-270-005	\$30
519-270-006	\$10
519-270-007	\$10
519-270-008	\$98
519-270-009	\$67
519-270-010	\$258
519-280-001	\$283
519-280-003	\$30
519-280-004	\$268
519-280-005	\$30
519-291-001	\$30
519-291-002	\$30
519-291-003	\$30
519-291-004	\$30
519-291-005	\$30
519-291-006	\$30
519-291-007	\$30
519-291-008	\$30
519-291-009	\$30
519-291-010	\$30
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519-291-016	\$30
519-291-017	\$30
519-291-018	\$30
519-291-019	\$30
519-291-020	\$30
519-292-001	\$30
519-292-001	\$30
519-292-002	\$30
519-292-003	\$30 \$30
519-292-004	\$30 \$30
519-292-005	
	\$30 \$30
519-292-007	\$30 \$30
519-292-008	\$30
519-292-009	\$30
519-292-010	\$30
519-292-011	\$30
519-292-012	\$30
519-292-013	\$30
519-292-014	\$30
519-292-015	\$30
519-292-016	\$30
519-292-017	\$30
519-292-018	\$30
519-292-019	\$30



	2022-2023 STANDBY
<u>APN</u>	CHARGE
519-292-020	\$30
519-293-001	\$30
519-293-002	\$30
519-293-003	\$30
519-293-004	\$30
519-293-005	\$30
519-293-006	\$30
519-293-007	\$30
519-293-008	\$30
519-293-009	\$30
519-293-010	\$30
519-294-001	\$240
519-300-001	\$283
519-300-002	\$30
519-300-003	\$30
519-300-016	\$62
519-300-022	\$30
519-310-001	\$124
519-310-005	\$131
519-320-001	\$30
519-320-003	\$30
519-320-004	\$30
519-320-005	\$15
519-320-006	\$30
519-320-007	\$25
519-320-007	\$13
519-320-006	
	\$10 \$15
519-320-010	\$15
519-320-011	\$25
519-320-012	\$40
519-320-013	\$37
519-320-014	\$30
519-320-015	\$10
519-330-009	\$36
519-340-001	\$239
519-340-002	\$289
519-350-001	\$266
519-350-003	\$38
519-350-004	\$17
519-350-007	\$26
519-350-008	\$19
519-350-010	\$20
519-360-001	\$228
519-360-004	\$142
519-360-010	\$142
519-360-011	\$68
519-360-013	\$131
519-360-014	\$116
519-360-015	\$111
519-360-016	\$39
519-360-017	\$10
519-360-024	\$161
519-360-025	\$30
519-360-026	\$30
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	2022-2023 STANDBY
<u>APN</u>	CHARGE
519-360-027	\$30
519-371-001	\$10
519-371-002	\$10
519-371-003	\$30
519-371-004	\$10
519-371-005	\$10
519-371-006	\$10
519-371-007	\$10
519-371-008	\$10
519-371-009	\$10
519-371-010	\$10
519-371-011	\$30
519-371-012	\$10
519-371-013	\$10
519-371-014	\$30
519-371-015	\$10
519-371-018	\$30
519-371-019	\$10
519-371-020	\$10
519-371-021	\$10
519-371-022	\$30
519-371-023	\$10
519-371-024	\$10
519-371-025	\$10
519-371-026	\$30
519-371-027	\$30
519-371-028	\$30
519-371-029	\$30
519-371-032	\$30
519-371-035	\$30
519-371-036	\$10 \$10
519-371-038	\$10 \$10
519-371-039	\$10 \$20
519-371-040	\$30 \$30
519-371-041	\$30 \$30
519-372-001 519-372-002	\$30 \$30
519-372-002	\$30 \$30
519-372-003	\$30 \$30
519-372-004	\$30 \$30
519-372-005	\$30 \$30
519-372-007	\$30 \$30
519-372-007	\$30
519-372-009	\$10
519-372-010	\$10
519-372-011	\$30
519-372-012	\$30
519-372-013	\$10
519-372-016	\$10
519-372-017	\$10
519-372-018	\$10
519-372-019	\$30
519-372-022	\$10
519-372-023	\$10



REVISED: 7/11/2022

	2022-2023 STANDBY
ADN	CHARGE
<u>APN</u> 519-372-024	
	\$10
519-373-001	\$114
519-373-002	\$136
519-373-003	\$10
519-380-001	\$283
519-380-002	\$87
519-380-003	\$202
519-380-004	\$283
519-380-005	\$289
519-380-006	\$278
519-380-007	\$278
519-390-001	\$278
519-390-002	\$46
519-390-003	\$30
519-390-004	\$70
519-390-005	\$36
519-390-007	\$35
519-390-009	\$30
519-390-010	\$55
519-400-001	\$284
519-400-001	\$289
519-400-003	\$284
519-400-004	\$289
519-400-009	\$150
519-410-003	\$10
519-410-004	\$53
519-410-006	\$38
519-410-007	\$150
519-410-008	\$124
519-410-009	\$124
519-410-011	\$12
519-410-012	\$10
519-421-001	\$10
519-421-002	\$10
519-421-003	\$10
519-421-004	\$10
519-421-005	\$10
519-421-006	\$10
519-421-007	\$10
519-421-008	\$10
519-421-009	\$10
519-421-010	\$10
519-421-011	\$10
519-421-012	\$10
519-421-013	\$10
519-421-014	\$10
519-421-014	\$10 \$10
519-421-016	\$10 \$10
519-421-016	•
	\$10 \$10
519-421-018	\$10 \$10
519-421-019	\$10 \$10
519-421-020	\$10 \$40
519-422-001	\$10



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519-422-002

	2022-2023 STANDBY
APN	CHARGE
519-422-003	\$10
519-422-004	\$10 \$10
519-422-004	\$10 \$10
519-422-005	
	\$10 \$40
519-422-007	\$10 \$10
519-422-008	\$10
519-422-009	\$10
519-422-010	\$10
519-422-011	\$10
519-422-012	\$10
519-422-013	\$10
519-422-014	\$10
519-422-015	\$10
519-422-016	\$10
519-422-017	\$10
519-422-018	\$10
519-422-019	\$10
519-422-020	\$10
519-423-001	\$10
519-423-002	\$10
519-423-003	\$10
519-423-004	\$10
519-423-005	\$10
519-423-006	\$10
519-423-007	\$10
519-423-008	\$10
519-423-009	\$10
519-423-010	\$10
519-424-001	\$145
519-424-002	\$10
519-424-003	\$86
519-430-001	\$150
519-430-001	\$139
519-430-002	\$144
519-430-003	\$125
519-430-004	
	\$72 \$73
519-430-006	\$72 \$72
519-430-007	\$72
519-430-008	\$35 \$33
519-430-009	\$32
519-430-010	\$276
519-440-001	\$289
519-440-002	\$289
519-440-003	\$124
519-440-004	\$114
519-440-005	\$278
519-440-010	\$69
519-440-013	\$144
519-440-014	\$78
525-020-001	\$284
525-020-002	\$300
525-020-003	\$289
525-020-004	\$289
525-020-005	\$289



	0000 0000 OTANDDV
	2022-2023 STANDBY
<u>APN</u>	CHARGE
525-020-006	\$278
525-031-001	\$30
525-031-002	\$30
525-031-003	\$30
525-031-004	\$30
525-031-005	\$30
525-031-006	\$30
525-031-007	\$30
525-031-008	\$30
525-031-009	\$30
525-031-010	\$30
525-031-011	\$30
525-031-012	\$30
525-031-013	\$30
525-031-014	\$30
525-031-015	\$30
525-031-016	\$30
525-031-017	\$30
525-031-018	\$30
525-031-019	\$30
525-031-020	\$30
525-031-021	\$30
525-031-022	\$30
525-031-022	\$30 \$30
525-031-023	\$30 \$30
525-031-024	\$30 \$30
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525-031-026	\$30 \$30
525-031-027	\$30
525-031-028	\$30
525-031-029	\$30
525-031-030	\$30
525-031-031	\$30
525-031-032	\$30
525-031-033	\$30
525-031-034	\$30
525-031-035	\$30
525-031-036	\$30
525-032-001	\$30
525-032-002	\$30
525-032-003	\$30
525-032-004	\$30
525-032-005	\$30
525-032-006	\$30
525-032-007	\$30
525-032-008	\$30
525-032-009	\$30
525-032-010	\$30
525-032-011	\$30
525-032-012	\$30
525-032-013	\$30
525-032-014	\$30 \$30
525-032-015	\$30 \$30
525-032-016	
	\$30 \$30
525-032-017	\$30



	2022-2023 STANDBY
ADN	CHARGE
<u>APN</u> 525-032-018	\$30
525-032-018	\$30 \$30
525-032-019	\$30 \$30
	•
525-032-021	\$30
525-032-022	\$30
525-032-023	\$30
525-032-024	\$30
525-032-025	\$30
525-032-026	\$30
525-032-027	\$30
525-032-028	\$30
525-032-029	\$30
525-032-030	\$30
525-032-031	\$30
525-032-032	\$30
525-032-033	\$30
525-032-034	\$30
525-032-035	\$30
525-032-036	\$30
525-033-001	\$30
525-033-002	\$30
525-033-003	\$30
525-033-004	\$30
525-033-005	\$30
525-033-006	\$30
525-033-007	\$30
525-033-008	\$30
525-033-009	\$30
525-033-009	\$30 \$30
525-033-010	\$30 \$30
525-033-012	\$30 \$30
525-033-013	\$30 \$30
525-033-014	\$30
525-033-015	\$30
525-033-016	\$30
525-033-017	\$30
525-033-018	\$30
525-033-019	\$30
525-033-020	\$30
525-033-021	\$30
525-033-022	\$30
525-033-023	\$30
525-033-024	\$30
525-033-025	\$30
525-033-026	\$30
525-033-027	\$30
525-033-028	\$30
525-033-029	\$30
525-033-030	\$30
525-033-031	\$30
525-033-032	\$30
525-033-033	\$30
525-033-034	\$30
525-033-035	\$30
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	2022-2023 STANDBY
<u>APN</u>	<u>CHARGE</u>
525-033-036	\$30
525-041-001	\$30 \$30
525-041-002	\$30
525-041-003	\$30 \$30
525-041-004	\$30 \$30
525-041-005 525-041-006	\$30 \$30
525-041-006	\$30 \$30
525-041-007 525-041-008	\$30 \$30
525-041-009	\$30 \$30
525-041-010	\$30 \$30
525-041-010	\$30 \$30
525-041-011	\$30 \$30
525-041-013	\$30 \$30
525-041-014	\$30
525-041-015	\$30 \$30
525-041-016	\$30
525-041-017	\$30
525-041-018	\$30
525-041-019	\$30
525-041-020	\$30
525-041-021	\$30
525-041-022	\$30
525-041-023	\$30
525-041-024	\$30
525-041-025	\$30
525-041-026	\$30
525-041-027	\$30
525-041-028	\$30
525-041-029	\$30
525-041-030	\$30
525-041-031	\$30
525-041-032	\$30
525-041-033	\$30
525-041-034	\$30
525-041-035	\$30
525-041-036	\$30
525-042-001	\$30
525-042-002	\$30
525-042-003	\$30
525-042-004	\$30
525-042-005	\$30
525-042-006	\$30
525-042-007	\$30
525-042-008	\$30
525-042-009	\$30
525-042-010	\$30
525-042-011	\$30
525-042-012	\$30
525-042-013	\$30
525-042-014	\$30
525-042-015	\$30
525-042-016	\$30
525-042-017	\$30



	2022-2023 STANDBY
<u>APN</u>	<u>CHARGE</u>
525-042-018	\$30 \$30
525-042-019	\$30 \$30
525-042-020	\$30 \$30
525-042-021 525-042-022	\$30 \$30
525-042-023	\$30 \$30
525-042-023	\$30 \$30
525-042-024	\$30 \$30
525-042-026	\$30 \$30
525-042-027	\$30
525-042-028	\$30
525-042-029	\$30
525-042-030	\$30
525-042-031	\$30
525-042-032	\$30
525-042-033	\$30
525-042-034	\$30
525-042-035	\$30
525-042-036	\$30
525-043-001	\$30
525-043-002	\$30
525-043-003	\$30
525-043-004	\$30
525-043-005	\$30
525-043-006	\$30
525-043-007	\$30
525-043-008	\$30
525-043-009	\$30
525-043-010	\$30
525-043-011	\$30
525-043-012	\$30
525-043-013	\$30
525-043-014	\$30
525-043-015	\$30
525-043-016	\$30
525-043-017	\$30
525-043-018	\$30
525-043-019	\$30
525-043-020	\$30
525-043-021	\$30
525-043-022	\$30
525-043-023	\$30
525-043-024	\$30
525-043-025	\$30
525-043-026	\$30
525-043-027	\$30
525-043-028	\$30
525-043-029	\$30
525-043-030	\$30
525-043-031	\$30
525-043-032	\$30 \$30
525-043-033	\$30
525-043-034	\$30 \$30
525-043-035	\$30



	2022-2023 STANDBY
APN	CHARGE
525-043-036	\$30
525-051-001	\$30 \$30
525-051-002	\$30
525-051-003	\$30
525-051-004	\$30
525-051-005	\$30
525-051-006	\$30
525-051-007	\$30
525-051-008	\$30
525-051-009	\$30
525-051-010	\$30
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525-051-012	\$30
525-051-013	\$30
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525-051-019	\$30
525-051-020	\$30
525-051-021	\$30
525-051-022	\$30
525-051-023	\$30
525-051-024	\$30
525-051-025	\$30
525-051-026	\$30
525-051-027	\$30
525-051-027	\$30 \$30
525-051-028	\$30 \$30
525-051-030	\$30 \$30
525-051-031	\$30
525-051-032	\$30
525-051-033	\$30
525-051-034	\$30
525-051-035	\$30
525-051-036	\$30
525-052-001	\$30
525-052-002	\$30
525-052-003	\$30
525-052-004	\$30
525-052-005	\$30
525-052-006	\$30
525-052-007	\$30
525-052-008	\$30
525-052-009	\$30
525-052-010	\$30
525-052-011	\$30
525-052-012	\$30
525-052-013	\$30
525-052-013	\$30
525-052-014	\$30 \$30
525-052-016	\$30 \$30
525-052-017	\$30



	2022-2023 STANDBY
ADN	CHARGE
<u>APN</u> 525-052-018	
	\$30 \$30
525-052-019	\$30
525-052-020	\$30
525-052-021	\$30
525-052-022	\$30
525-052-023	\$30
525-052-024	\$30
525-052-025	\$30
525-052-026	\$30
525-052-027	\$30
525-052-028	\$30
525-052-029	\$30
525-052-030	\$30
525-052-031	\$30
525-052-032	\$30
525-052-033	\$30
525-052-034	\$30
525-052-035	\$30
525-052-036	\$30 \$30
525-053-001	\$30 \$30
525-053-002	\$30
525-053-003	\$30
525-053-004	\$30
525-053-005	\$30
525-053-006	\$30
525-053-007	\$30
525-053-008	\$30
525-053-009	\$30
525-053-010	\$30
525-053-011	\$30
525-053-012	\$30
525-053-013	\$30
525-053-014	\$30
525-053-015	\$30
525-053-016	\$30
525-053-017	\$30
525-053-018	\$30
525-053-019	\$30
525-053-020	\$30
525-053-021	\$30
525-053-022	\$30
525-053-023	\$30
525-053-024	\$30
525-053-025	\$30
525-053-026	\$30
525-053-027	\$30
525-053-028	\$30
525-053-029	\$30
525-053-030	\$30
525-053-031	\$30
525-053-032	\$30
525-053-032	\$30
525-053-033	\$30 \$30
525-053-034	\$30 \$30
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	2022-2023 STANDBY
<u>APN</u>	CHARGE
525-053-036	\$30
525-061-001	\$30
525-061-002	\$30
525-061-003	\$30
525-061-004	\$30
525-061-005	\$30
525-061-006	\$30
525-061-007	\$30
525-061-008	\$30
525-061-009	\$30
525-061-010	\$30
525-061-011	\$30
525-061-012	\$30
525-061-013	\$30
525-061-014	\$30
525-061-015	\$30
525-061-016	\$30
525-061-017	\$30
525-061-018	\$30
525-061-019	\$30
525-061-020	\$30
525-061-021	\$30
525-061-022	\$30
525-061-023	\$30
525-061-024	\$30
525-061-025	\$30
525-061-026	\$30
525-061-027	\$30
525-061-028	\$30
525-061-029	\$30 \$30
525-061-030	\$30 \$30
525-061-031	\$30
525-061-032	\$30
525-061-033	\$30
525-061-034	\$30 \$30
525-061-035	\$30 \$30
525-061-036 525-062-001	\$30 \$30
020 002 00.	400
525-062-002	\$30 \$30
525-062-003	\$30 \$30
525-062-004	\$30 \$30
525-062-005 525-062-006	\$30 \$30
	\$30 \$30
525-062-007 525-062-008	\$30 \$30
525-062-009	\$30 \$30
525-062-010 525-062-011	\$30 \$30
525-062-011	· ·
525-062-013	\$30 \$30
525-062-013	\$30 \$30
525-062-014 525-062-015	\$30 \$30
525-062-016	\$30 \$30
525-062-017	\$30 \$30
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	2022-2023 STANDBY
<u>APN</u>	CHARGE
525-062-018	\$30
525-062-019	\$30
525-062-020	\$30
525-062-021	\$30
525-062-022	\$30
525-062-023	\$30
525-062-024	\$30
525-062-025	\$30
525-062-026	\$30
525-062-027	\$30
525-062-028	\$30
525-062-029	\$30
525-062-030	\$30
525-062-031	\$30
525-062-032	\$30
525-062-033	\$30
525-062-034	\$30
525-062-035	\$30
525-062-036	\$30
525-063-001	\$30
525-063-001	\$30
525-063-002	\$30
525-063-004	\$30 \$30
525-063-004	
	\$30 \$30
525-063-006	\$30
525-063-007	\$30 \$30
525-063-008	\$30
525-063-009	\$30
525-063-010	\$30
525-063-011	\$30
525-063-012	\$30
525-063-013	\$30
525-063-014	\$30
525-063-015	\$30
525-063-016	\$30
525-063-017	\$30
525-063-018	\$30
525-063-019	\$30
525-063-020	\$30
525-063-021	\$30
525-063-022	\$30
525-063-023	\$30
525-063-024	\$30
525-063-025	\$30
525-063-026	\$30
525-063-027	\$30
525-063-028	\$30
525-063-029	\$30
525-063-030	\$30
525-063-031	\$30
525-063-031	\$30 \$30
525-063-032	\$30 \$30
525-063-034	
	\$30 \$30
525-063-035	\$30



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	2022-2023 STANDBY
APN	CHARGE
525-063-036	\$30
525-071-001	\$30
525-071-002	\$30
525-071-003	\$30
525-071-004	\$30
525-071-005	\$30
525-071-006	\$30
525-071-007	\$30
525-071-008	\$30
525-071-009	\$30
525-071-010	\$30
525-071-011	\$30
525-071-012	\$30
525-071-013	\$30
525-071-014	\$30
525-071-015	\$30
525-071-016	\$30
525-072-001	\$30
525-072-002	\$30
525-072-003	\$30
525-072-004	\$30
525-072-005	\$30
525-072-006	\$30
525-072-007	\$30
525-072-008	\$30
525-072-009	\$30
525-072-010	\$30
525-072-011	\$30
525-072-012	\$30
525-072-013	\$30
525-072-014	\$30
525-072-015	\$30
525-072-016	\$30 \$30
525-072-010	\$30 \$30
525-073-002	\$30
525-073-003	\$30
525-073-004	\$30
525-073-005	\$30
525-073-006	\$30
525-073-007	\$30
525-073-008	\$30
525-073-009	\$30
525-073-010	\$30
525-073-011	\$30
525-073-012	\$30
525-073-013	\$30
525-073-014	\$30
525-073-015	\$30
525-073-016	\$30
525-074-001	\$30
525-074-002	\$30
525-074-003	\$30
525-074-004	\$30
323-074-004	ψ30



\$30

525-074-005

	2022-2023 STANDBY
<u>APN</u>	CHARGE
525-074-006	\$30
525-074-007	\$30 \$30
525-074-007	
	\$30
525-074-009	\$38
525-074-010	\$32
525-074-011	\$70
525-075-001	\$30
525-075-002	\$30
525-075-003	\$30
525-075-004	\$30
525-075-005	\$30
525-075-006	\$30
525-075-007	\$30
525-075-008	\$30
525-075-009	\$30
525-075-010	\$30
525-075-011	\$30
525-075-012	\$30
525-075-013	\$30
525-075-014	\$30
525-075-015	\$30
525-075-016	\$30
525-080-001	\$300
525-080-002	\$300
525-080-002	\$278
525-080-003	\$68
525-080-011	\$68
525-080-012	
	\$105 \$20
525-080-014	\$30 \$07
525-080-015	\$97
525-091-001	\$30
525-091-002	\$30
525-091-003	\$30
525-091-004	\$30
525-091-005	\$30
525-091-006	\$30
525-091-007	\$30
525-091-008	\$30
525-091-009	\$30
525-091-010	\$30
525-091-011	\$30
525-091-015	\$30
525-091-016	\$30
525-091-017	\$30
525-091-018	\$30
525-091-019	\$30
525-091-020	\$30
525-091-021	\$30
525-091-022	\$30
525-091-023	\$30
525-091-024	\$30
525-091-025	\$30 \$30
525-091-026	\$30 \$30
525-091-026	\$30 \$30
020-031-021	φου



	2022-2023 STANDBY
<u>APN</u>	CHARGE
525-091-028	\$30
525-091-029	\$30
525-091-030	\$30
525-091-031	\$30
525-091-032	\$30
525-091-033	\$30
525-091-034	\$30
525-091-035	\$30
525-091-036	\$30
525-091-037	\$10
525-092-001	\$30
525-092-002	\$30
525-092-003	\$30
525-092-004	\$30
525-092-005	\$30
525-092-006	\$30
525-092-007	\$30
525-092-008	\$30
525-092-009	\$30
525-092-010	\$30
525-092-011	\$30
525-092-012	\$30
525-092-013	\$30
525-092-014	\$30
525-092-014	\$30
525-092-015	\$30 \$30
525-092-017	\$30 \$30
525-092-017	
	\$30 \$30
525-092-019	\$30 \$30
525-092-020	\$30
525-092-021	\$30
525-092-022	\$30
525-092-023	\$30
525-092-024	\$30
525-092-025	\$30
525-092-026	\$30
525-092-027	\$30
525-092-028	\$30
525-092-029	\$30
525-092-030	\$30
525-092-031	\$30
525-092-032	\$30
525-092-033	\$30
525-092-034	\$30
525-092-035	\$30
525-092-036	\$30
525-093-001	\$30
525-093-002	\$30
525-093-003	\$30
525-093-004	\$30
525-093-005	\$30
525-093-006	\$30
525-093-007	\$30
525-093-008	\$30
020 000 000	\$50



	2022-2023 STANDBY
APN	CHARGE
525-093-009	\$30
525-093-010	\$30
525-093-010	\$30
525-093-011	\$30 \$30
525-093-012	\$30 \$30
525-093-014 525-093-015	\$30 \$30
525-093-016	\$30 \$30
	\$30 \$30
525-093-017	\$30 \$30
525-093-018	\$30
525-093-019	\$30 \$30
525-093-020	\$30
525-093-021	\$30
525-093-022	\$30
525-093-023	\$30
525-093-024	\$30
525-093-025	\$30
525-093-026	\$30
525-093-027	\$30
525-093-028	\$30
525-093-029	\$30
525-093-030	\$30
525-093-031	\$30
525-093-032	\$30
525-093-033	\$30
525-093-034	\$30
525-093-035	\$30
525-093-036	\$30
525-101-001	\$30
525-101-002	\$30
525-101-003	\$30
525-101-004	\$30
525-101-005	\$30
525-101-006	\$30
525-101-007	\$30
525-101-008	\$30
525-101-009	\$30
525-101-010	\$30
525-101-011	\$30
525-101-012	\$30
525-101-013	\$30
525-101-014	\$30
525-101-015	\$30
525-101-016	\$30
525-101-017	\$30
525-101-018	\$30
525-101-019	\$30
525-101-020	\$30
525-101-021	\$30
525-101-021	\$30
525-101-023	\$30
525-101-023	\$30
525-101-024	\$30 \$30
525-101-025	\$30 \$30
323-101-020	ψΟυ



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	2022-2023 STANDBY
<u>APN</u>	<u>CHARGE</u>
525-101-027	\$30
525-101-028	\$30
525-101-029	\$30
525-101-030	\$30
525-101-031	\$30
525-101-032	\$30
525-101-033	\$30
525-101-034	\$30
525-101-035	\$30
525-101-036	\$30
525-103-005	\$30
525-111-001	\$30
525-111-002	\$30
525-111-003	\$30
525-111-004	\$30
525-111-005	\$30
525-111-006	\$30
525-111-007	\$30
525-111-008	\$30
525-111-009	\$30
525-111-010	\$30
525-111-011	\$30
525-111-012	\$30
525-111-013	\$30
525-111-014	\$30
525-111-015	\$30
525-111-016	\$30
525-111-017	\$30
525-111-018	\$30
525-111-019	\$30
525-111-020	\$30
525-111-021	\$30
525-111-022	\$30
525-111-023	\$30
525-111-024	\$30
525-111-025	\$30
525-111-026	\$30
525-111-027	\$30
525-111-028	\$30
525-111-029	\$30
525-111-030	\$30
525-111-031	\$30
525-111-032	\$30
525-111-033	\$30
525-111-034	\$30
525-111-035	\$30
525-111-036	\$30
525-112-001	\$30
525-112-002	\$30
525-112-003	\$30
525-112-004	\$30
525-112-005	\$30
525-112-006	\$30
525-112-007	\$30



	2022-2023 STANDBY
<u>APN</u>	CHARGE
525-112-008	\$30
525-112-009	\$30
525-112-010	\$30
525-112-011	\$30
525-112-012	\$30
525-112-013	\$30
525-112-014	\$30
525-112-015	\$30
525-112-016	\$30
525-112-017	\$30
525-112-018	\$30
525-112-019	\$30
525-112-020	\$30
525-112-021	\$30
525-112-022	\$30
525-112-023	\$30
525-112-024	\$30
525-112-025	\$30
525-112-026	\$30
525-112-027	\$30 \$30
525-112-028	\$30
525-112-029 525-112-030	\$30 \$30
525-112-030	\$30 \$30
525-112-031	\$30 \$30
525-112-032	\$30 \$30
525-112-034	\$30 \$30
525-112-035	\$30
525-112-036	\$30
525-113-001	\$30
525-113-002	\$30
525-113-003	\$30
525-113-004	\$30
525-113-005	\$30
525-113-006	\$30
525-113-007	\$30
525-113-008	\$30
525-113-009	\$30
525-113-010	\$30
525-113-011	\$30
525-113-012	\$30
525-113-013	\$30
525-113-014	\$30
525-113-015	\$30
525-113-016	\$30
525-113-017	\$30
525-113-018	\$30 \$30
525-113-019	\$30 \$30
525-113-020 525-113-021	\$30 \$30
	\$30 \$30
525-113-022 525-113-023	\$30 \$30
525-113-023 525-113-024	\$30 \$30
525-113-02 4 525-113-025	\$30 \$30
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	2022-2023 STANDBY
<u>APN</u>	<u>CHARGE</u>
525-113-026	\$30
525-113-027	\$30
525-113-028	\$30
525-113-029	\$30
525-113-030	\$30
525-113-031	\$30
525-113-032	\$30
525-113-033	\$30
525-113-034	\$30
525-113-035	\$30
525-113-036	\$30
525-121-001	\$30
525-121-002	\$30
525-121-003	\$30
525-121-004	\$30
525-121-005	\$30
525-121-006	\$30
525-121-007	\$30
525-121-008	\$30
525-121-009	\$30
525-121-010	\$30
525-121-011	\$30
525-121-012	\$30
525-121-013	\$30
525-121-014	\$30
525-121-015	\$30
525-121-016	\$30
525-121-017	\$30
525-121-018	\$30
525-121-055	\$139
525-121-056	\$139
525-131-001	\$68
525-131-002	\$30
525-131-003	\$30
525-131-004	\$30
525-131-005	\$30
525-131-006	\$30
525-131-007	\$30
525-131-008	\$30
525-131-009	\$30
525-131-010	\$68
525-132-001	\$30
525-132-002	\$30
525-132-003	\$30
525-132-004	\$30
525-132-005	\$30
525-132-006	\$30
525-132-007	\$30
525-132-008	\$30
525-132-011	\$30
525-132-012	\$30
525-132-013	\$30
525-132-014	\$30
525-132-014	\$30
020-102-010	ψου



	2022 2022 STANDDV
ADN	2022-2023 STANDBY
<u>APN</u>	<u>CHARGE</u>
525-132-016	\$30
525-132-017	\$30
525-133-011	\$127
525-140-001	\$299
525-140-002	\$114
525-140-003	\$156
525-140-004	\$300
525-140-005	\$300
525-140-006	\$300
525-140-007	\$297
525-140-008	\$30
525-140-009	\$169
525-140-010	\$150
525-140-011	\$150
525-140-012	\$102
525-150-001	\$300
525-150-002	\$300
525-150-003	\$300
525-150-004	\$273
525-150-005	\$300
525-150-006	\$300
525-150-007	\$300
525-150-010	\$30
525-150-011	\$126
525-160-001	\$300
525-160-002	\$300
525-160-003	\$296
525-160-004	\$46
525-160-005	\$199
525-160-006	\$133
525-160-007	\$133
525-160-008	\$309
525-160-009	\$312
525-160-010	\$311
525-170-001	\$300
525-170-001	\$71
525-170-002	\$30
	*
525-170-004 525-170-005	\$30 \$30
525-170-005	\$30
525-170-006	\$143
	\$148
525-170-016	\$143
525-170-017	\$99
526-021-001	\$10
526-021-003	\$10
526-021-004	\$30
526-022-001	\$10
526-022-002	\$10
526-022-003	\$30
526-022-004	\$30
526-022-005	\$10
526-022-006	\$10
526-022-007	\$10
526-022-010	\$25



	2022-2023 STANDBY
<u>APN</u>	CHARGE
526-022-011	\$15
526-022-011	\$30
526-022-013	\$20
526-023-001	\$10 \$10
526-023-002	\$10
526-031-006	\$10
526-031-007	\$10
526-031-009	\$10
526-031-010	\$30
526-031-012	\$30
526-031-013	\$10
526-031-014	\$30
526-031-016	\$30
526-031-017	\$10
526-031-018	\$30
526-031-019	\$10
526-032-001	\$30
526-032-002	\$30
526-033-002	\$10
526-033-003	\$30
526-033-004	\$30
526-033-005	\$10
526-033-006	\$30
526-034-001	\$30
526-034-002	\$30
526-034-003	\$30
526-034-005	\$30
526-035-001	\$10
526-035-002	\$10
526-035-003	\$10
526-035-004	\$30
526-035-005	\$30
526-035-006	\$10
526-035-007	\$10
526-035-007	\$10 \$10
526-035-009	\$30
526-035-011	\$30 \$10
526-040-001	\$30
526-040-001	
	\$30 \$53
526-040-003	\$53 \$53
526-040-004	\$52
526-040-005	\$14
526-040-006	\$15
526-040-007	\$35
526-040-008	\$205
526-050-001	\$198
526-050-002	\$30
526-050-005	\$30
526-050-006	\$30
526-050-007	\$30
526-050-009	\$30
526-060-001	\$30
526-060-002	\$30
526-060-008	\$30



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ADM	2022-2023 STANDBY
<u>APN</u>	<u>CHARGE</u>
526-060-014	\$42
526-070-002	\$121
526-070-003	\$251
526-090-003	\$273
526-101-002	\$30
526-101-003	\$10
526-101-004	\$20
526-101-005	\$30
526-101-006	\$10
526-101-007	\$10
526-101-008	\$30
526-101-009	\$10
526-101-010	\$30
526-101-011	\$10
526-101-012	\$30
526-101-013	\$30
526-101-014	\$10
526-101-015	\$10
526-101-016	\$10
526-101-017	\$10
526-101-018	\$10
526-101-019	\$10
526-101-020	\$10
526-101-021	\$10
526-101-022	\$30
526-101-023	\$30
526-101-026	\$10
526-101-027	\$10
526-101-028	\$52
526-101-029	\$30
526-101-030	\$10
526-101-030	\$30
526-102-004	\$30 \$10
526-102-004	
526-102-005	\$30 \$40
526-102-006	\$10 \$10
	\$10 \$10
526-102-008	* -
526-102-009	\$30 \$40
526-102-010	\$10
526-102-011	\$15
526-102-012	\$10
526-102-013	\$10
526-102-014	\$10
526-102-015	\$30
526-102-016	\$10
526-102-017	\$30
526-110-001	\$60
526-110-002	\$30
526-110-009	\$30
526-110-011	\$136
526-121-001	\$10
526-121-002	\$10
526-121-003	\$10
526-121-004	\$30



	2022-2023 STANDBY
APN	CHARGE
526-121-005	\$30
526-121-006	\$10
526-121-008	\$10 \$10
526-121-008	
	\$10 \$10
526-121-010	\$10 \$10
526-121-011	\$10
526-121-012	\$30
526-121-013	\$10
526-121-014	\$10
526-121-015	\$10
526-121-016	\$10
526-121-017	\$10
526-121-018	\$10
526-121-019	\$10
526-121-020	\$10
526-121-021	\$10
526-122-003	\$10
526-122-004	\$10
526-122-005	\$30
526-122-006	\$30
526-122-010	\$10
526-122-011	\$10
526-122-012	\$10
526-122-013	\$10
526-122-014	\$10
526-122-015	\$10
526-122-016	\$30
526-122-017	\$30
526-122-018	\$30
526-123-001	\$271
526-131-002	\$131
526-131-004	\$147
526-132-001	\$10
526-132-002	\$10
526-132-003	\$30
526-132-004	\$38
526-132-004	\$30
526-132-020	\$30
526-132-021	\$81
526-132-024	\$10
526-132-024	
	\$44
526-141-001	\$10 \$10
526-141-002	\$10
526-141-003	\$28
526-141-004	\$10
526-141-005	\$30
526-141-006	\$30
526-141-007	\$30
526-141-008	\$30
526-141-009	\$30
526-141-010	\$30
526-141-011	\$10
526-141-012	\$30
526-141-013	\$10



	2022-2023 STANDBY
<u>APN</u>	CHARGE
526-141-014	\$30
526-141-015	\$30
526-142-001	\$10
526-142-002	\$10 \$20
526-142-003	\$30
526-142-004	\$30
526-142-005	\$30
526-142-006	\$30
526-142-007	\$30
526-142-008	\$10
526-142-009	\$10
526-142-010	\$10
526-142-011	\$30
526-142-012	\$30
526-142-013	\$30
526-142-014	\$30
526-142-015	\$30
526-142-028	\$30
526-142-029	\$30
526-142-030	\$30
526-142-031	\$30
526-142-032	\$30
526-142-033	\$10
526-142-034	\$10
526-142-035	\$10
526-142-036	\$30
526-142-037	\$30
526-142-038	\$30
526-142-039	\$10
526-142-040	\$30
526-142-041	\$10
526-142-042	\$10
526-143-001	\$30
526-143-002	\$10
526-143-003	\$10
526-143-004	\$10
526-143-005	\$30
526-143-006	\$30
526-143-007	\$30 \$30
526-143-007	\$30 \$30
526-143-009	
	\$30 \$30
526-143-010	\$30 \$40
526-143-011	\$10 \$20
526-143-012	\$30
526-143-013	\$30
526-143-014	\$30
526-143-015	\$30
526-143-023	\$35
526-143-024	\$30
526-150-001	\$289
526-150-002	\$277
526-150-003	\$108
526-150-004	\$103
526-150-009	\$110



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	2022-2023 STANDBY
<u>APN</u>	CHARGE
526-150-010	\$136
526-150-011	\$68
526-150-012	\$43
526-160-001	\$168
526-160-002	\$124
526-160-003	\$289
526-160-004	\$289
526-160-006	\$69
526-160-007	\$124
526-160-008	\$277
526-160-009	\$130
526-160-010	\$10
526-160-011	\$10
526-160-012	\$35
526-170-006	\$30
526-170-007	\$10
526-170-008	\$30
526-170-009	\$10
526-170-010	\$10
526-170-011	\$30
526-170-012	\$30
526-170-013	\$10
526-170-014	\$10
526-170-015	\$10
526-170-015	\$10 \$10
526-170-017	\$30
526-170-017	\$30 \$10
526-170-018	
	\$10 \$278
526-180-003	\$278
526-180-004	\$258
526-180-005	\$267
526-191-001	\$10
526-191-002	\$10
526-191-003	\$30
526-191-004	\$10
526-191-005	\$30
526-191-006	\$30
526-191-007	\$10
526-191-008	\$30
526-191-009	\$10
526-191-010	\$10
526-191-011	\$10
526-191-012	\$30
526-191-013	\$10
526-191-014	\$10
526-191-015	\$15
526-191-016	\$30
526-191-017	\$30
526-191-018	\$10
526-191-019	\$10
526-191-020	\$30
526-191-021	\$10
526-191-022	\$10
526-191-023	\$10
	Ŧ -



	2022-2023 STANDBY
<u>APN</u>	CHARGE
526-191-024	\$30
526-191-025	\$10
526-191-026	\$30
526-191-027	
	\$10 \$20
526-191-028	\$30
526-191-029	\$10 \$10
526-191-030	\$10
526-191-031	\$10
526-191-032	\$10
526-191-033	\$10
526-191-034	\$30
526-191-035	\$10
526-191-036	\$10
526-191-037	\$10
526-191-038	\$30
526-191-039	\$10
526-191-040	\$10
526-191-041	\$15
526-191-042	\$10
526-192-001	\$10
526-192-002	\$10
526-192-003	\$10
526-192-004	\$30
526-192-005	\$10
526-192-006	\$10
526-192-007	\$10
526-192-008	\$10
526-192-009	\$10
526-192-010	\$10
526-192-011	\$10
526-192-012	\$10
526-192-013	\$10
526-192-014	\$10
526-192-015	\$10
526-192-016	\$30
526-192-017	\$10
526-192-017	\$10 \$10
526-192-019	\$10 \$10
526-192-019	\$10 \$10
526-192-020	\$10 \$10
526-192-021	
	\$10 \$10
526-192-023	\$10 \$40
526-192-024	\$10
526-192-025	\$10
526-192-026	\$10
526-192-027	\$10
526-192-028	\$10
526-192-029	\$10
526-192-030	\$10
526-192-031	\$10
526-192-032	\$10
526-192-033	\$10
526-192-034	\$10
526-192-035	\$10



	2022-2023 STANDBY
APN	CHARGE
526-192-036	\$10
526-192-037	\$10 \$10
526-192-037	\$10
526-192-039	\$10 \$10
526-192-039	\$10 \$10
526-192-040	\$10 \$10
526-192-041	\$10 \$10
526-193-001	\$10 \$10
526-193-001	\$10 \$10
526-193-002	·
	\$10 \$10
526-193-004 526-193-005	\$10 \$10
	\$10 \$10
526-193-006	\$10 \$10
526-193-007	\$10 \$10
526-193-008	\$10 \$10
526-193-009	\$10 \$10
526-193-010	\$10 \$40
526-193-011	\$10 \$10
526-193-012	\$10
526-193-013	\$10
526-193-014	\$10
526-193-015	\$30
526-193-016	\$15
526-193-017	\$30
526-193-018	\$10
526-193-019	\$30
526-193-020	\$10
526-193-021	\$10
526-201-001	\$10
526-201-002	\$10
526-201-003	\$10
526-201-004	\$30
526-201-005	\$10
526-201-006	\$10
526-201-007	\$10
526-201-008	\$10
526-201-009	\$10
526-201-010	\$10
526-201-011	\$10
526-201-012	\$10
526-201-013	\$30
526-201-014	\$10
526-201-015	\$30
526-201-016	\$10
526-201-017	\$30
526-201-018	\$10
526-201-019	\$10
526-201-020	\$10
526-201-021	\$10
526-201-022	\$30
526-201-023	\$10
526-201-024	\$10
526-201-025	\$30
526-201-026	\$10



	2022-2023 STANDBY
<u>APN</u>	CHARGE
526-201-027	\$10
526-201-028	\$30
526-201-029	
	\$30 \$30
526-201-030	\$30
526-201-031	\$30
526-201-032	\$30
526-201-033	\$10
526-201-034	\$10 \$10
526-201-035	\$10
526-201-036	\$10 • 1 =
526-201-037	\$15 • • •
526-201-038	\$15
526-201-039	\$15
526-201-040	\$10
526-201-041	\$10
526-201-042	\$15
526-202-001	\$30
526-202-002	\$10
526-202-003	\$10
526-202-004	\$10
526-202-005	\$30
526-202-006	\$10
526-202-007	\$10
526-202-008	\$10
526-202-009	\$10
526-202-010	\$10
526-202-011	\$30
526-202-012	\$30
526-202-013	\$30
526-202-014	\$10
526-202-015	\$10
526-202-016	\$10
526-202-017	\$10
526-202-018	\$10
526-202-019	\$10
526-202-022	\$10
526-202-023	\$10
526-202-024	\$10
526-202-027	\$30
526-202-028	\$10
526-202-029	\$10
526-202-030	\$10
526-202-031	\$10 \$10
526-202-031	\$30
526-202-032	\$10
526-202-033	\$15
526-202-035	\$10 \$10
526-202-036	\$10 \$10
526-202-036	
	\$10 \$10
526-202-038	\$10 \$10
526-202-039	\$10 \$10
526-202-040	\$10 \$10
526-202-041	\$10 \$10
526-202-042	\$10



	2022-2023 STANDBY
<u>APN</u>	<u>CHARGE</u>
526-202-043	\$10 \$40
526-202-044	\$10 \$4.44
526-210-001	\$144 \$200
526-210-002	\$289
526-210-003	\$134
526-210-005 526-210-006	\$52
526-210-006	\$173 \$103
526-210-007	\$102 \$289
526-210-009	\$114
526-210-012	\$11 4 \$125
526-210-012	\$145
526-220-001	\$19
526-220-002	\$10
526-220-003	\$30
526-220-004	\$10
526-220-005	\$10
526-220-006	\$30
526-220-007	\$32
526-220-008	\$30
526-220-009	\$30
526-220-011	\$45
526-220-012	\$30
526-220-013	\$30
526-220-014	\$24
526-220-015	\$68
526-220-016	\$30
526-220-017	\$10
526-220-018	\$10
526-220-019	\$10
526-220-020	\$36
526-220-021	\$10
526-220-022	\$30
526-230-001	\$10
526-230-002	\$30
526-230-003	\$43
526-230-004	\$94
526-230-005	\$30
526-230-007	\$30
526-230-008	\$30
526-230-009	\$30
526-230-010	\$289
526-230-011	\$277
526-230-012	\$277
526-230-013	\$292
526-230-014 526-230-015	\$293 \$273
526-230-015	\$273 \$286
528-020-004	ֆ266 \$42
528-020-004	\$42 \$676
529-020-003	\$1,484
529-020-002	\$1,464 \$1,200
529-020-000	\$127
529-020-010	\$782
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REVISED: 7/11/2022

	2022-2023 STANDBY
<u>APN</u>	CHARGE
529-020-011	\$8,213
529-020-012	\$587
529-020-013	\$587
529-020-014	\$587
529-020-015	\$587
529-020-023	\$514
529-020-024	\$514

TOTAL \$118,345



New Business

3. Discussion/Action Item:

[TAB 3]

Approval to proceed with Water Rate Study - Last study was conducted in 2020

*No attachments

Old Business

1. Discussion Item:

[TAB 4]

Unit #001 – Purchase used engine or sell for scraps?

Attachments:

- 1. Quote from Hemet Transmission/Auto Care
- 2. Quote from Bonafide Truck & Heavy Equipment Repair

*Note: Both of these quotes are rough estimates, since the exact details of the vehicle issues are unknown.



Hemet Transmission/Auto Care

115 N. Hamilton Ave. Hemet, CA. 92543

Phone: 951-929-2220 Fax: 951-929-9879

Personalized Service Based On Honesty & Integrity

Sub Estimate

ARD00254349 RC00254349

Estimate Date: 4/29/2022

Estimate for Services.....

Cabazon Water Distri - Dave Cabazon Water Distri 14618 Broadway St

Cabazon, CA 92230

Office #1: 951-849-4442 2 Cell #1: 951-880-5257

2009 Toyota - Tundra SR5 - 5.7L, V8 (346CI) VIN(V)

Lic#: - CA

Odom. In: 0

\/IN # + ETED\/E440 0V00E700

Office #1. 951-049-4442 2 Cell #	1. 901-00	0-5257		VIN # : 51FBV5418 9X085782	
Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
Good Used 5.7L	1.00	7,790.00	7,790.00	ENGINE ASSEMBLY - Removal & Installation - V8,5.7L Eng,4WD w/Aux Trans Cooler - [Includes: R&I	2,100.00
USED Full Synthetic Oil Per Qt. (DEXOS Approved) 5W20Syn	8.50	11.18	95.03	Transmission Assembly.] - [Includes: R&I only those	
Napa Oil Filter Cartridge 27041	1.00	9.04	9.04		2.99
Coolant 50/50 Per Gallon (Green) Coolant	4.00	12.00	48.00		
Radiator 8012994	1.00	317.85	317.85		

Rough estimate

G/L Account:	
Check # Date	
1	

Parts/Supplies: 8,259.92

Labor: 2,100.00

I Authorize Hemet Trans/Auto Care To Perform A Road Test, Applicable Diagnostic Test At The Cost Of \$
This Vehicle For The Purpose Of Testing, Inspection And Delivery At My Own Risk, YES SAVE MY OLD PARTS.

Approved for Payment:

HazMat/Fees: 2.99

Tax: 722.74

Total \$ 11,085.65

Hemet Trans/Auto Care May Operate

THANK YOU FOR YOUR BUSINESS

SIGNATURE			
DatePh#Ph#	Ву	То	Text

I Authorize Hemet Transmission/Auto Care To Remove, Teardown And Inspe Yes I Understand That If I Do Not Authorize The Repairs To My Transmission Vehicle Within 4 Business Days From This Date. Not responsible for loss or designature	on Or Other Automotive Comr	opent it Will Be Rescambled And Installed in M.
vehicle Within 4 Business Days From This Date. Not responsible for loss or d	on Or Other Automotive Complamage to cars or articles left in	nonent It Will Be Reassembled And Installed In M In cars in case of fire, theft or any other cause.

McKenzie, Edward

Page 1 of 1

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Bonafide Truck & Heavy Equipment Repair 33562 Yucaipa Blvd Ste. 4-441 Yucaipa, CA 92399 US (909) 9098092753

ADDRESS

Ellen

Cabazon Water District

SHIP TO

Ellen

Cabazon Water District

Estimate 2048

DATE 07/08/2022

SERIAL/ODOMETER 5TFBV54189X085782 YEAR/MAKE/MODEL 2009/TOYOTA/TUNDRA/SR5/5.7

ACTIVITY	QTY	RATE	AMOUNT
ADVISORY *Please Note: This is a preliminary quote, charges may differ once repair is completed.	1 -	0.00	0.00
Labor ENGINE ASSEMBLY (COMPLETE) - Remove & Replace - [Includes: R&I Engine Assembly. Transfer Fuel and Electrical Assemblies and Engine Mounts. DOES NOT include transfer of Manifolds, Valve Cover(s), Timing Cover(s), Oil Pan and/or Water Pump. NOTE: For bare Engine, refer to Long Block - R&R.] V8,5.7L Eng,4WD w/Aux Trans Cooler - [Includes: R&I Transmission Assembly.]	50	145.00	7,250.00
Parts ENGINE ASSEMBLY (COMPLETE) - [Refer to local supplier for price and ordering information.]	1	8,648.60	8,648.60T
Parts Rebuild Cylinder Heads	2	1,120.00	2,240.00T
Parts Gasket set with valve stem and seals	1	420.00	420.00T
Parts Valves, depending on how many valve stems needed, price will fluctuate up/down	10	16.80	168.00T
Parts Guides, depending on how many guides needed, price will fluctuate up/down	10	16.80	168.00T
Parts ENGINE OVERHAUL GASKET SET V8,5.7L Eng,Eng CD 3UR-FBE w/Flex Fuel	1	742.78	742.78T
Parts Timing gear set	1	490.00	490.00T
Parts Water Pump	1	173.99	173.99T
Parts Thermostat	1	98.99	98.99T
Parts Spark Plugs	8	15.49	123.92T

Bonafide and it's representatives may operate the vehicle for purpose of testing, inspection or delivery at customers risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. Bonafide is NOT responsible for loss, damage, or articles left in vehicle. 30 day warranty on all labor. Parts warranty is set by manufacturer. No warranty on any used parts.

ACTIVITY	QTY	RATE AMOUNT
Parts Hazardous Materials	1	40.00 40.00T
	SUBTOTAL	20,564.28
	TAX	1,031.86
	TOTAL	\$21,596.14

Accepted By

Accepted Date

Bonafide and it's representatives may operate the vehicle for purpose of testing, inspection or delivery at customers risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. Bonafide is NOT responsible for loss, damage, or articles left in vehicle. 30 day warranty on all labor. Parts warranty is set by manufacturer. No warranty on any used parts.

Old Business

2. Discussion/Action Item: [TAB 5]

CSDA 2022 Annual Conference & Exhibitor Showcase

Attachments:

1. CSDA 2022 Annual Conference brochure







TW Marriott

Desert Springs Resort & Spa

Room reservations for the CSDA Annual Conference and Exhibitor Showcase begin at \$139 plus tax plus discounted \$15 resort charge and are based on availability. The room reservation cut-off is July 22, 2022; however, space is limited and may sell out before this date. Information with the link to book hotel reservations in the CSDA room block will be emailed to the attendee within 24 hours of registration.

SDRMA Credit Incentive Points



Special District Risk Management Authority (SDRMA) is committed to establishing a strategic partnership with our members to provide maximum protection, help control losses, and positively impact the overall cost of property/liability and workers' compensation coverage through the Credit Incentive Program. Credit incentive points (CIPs) can be earned based on an agency's attendance at the CSDA Annual Conference & Exhibitor Showcase, reducing SDRMA members' annual contribution amounts.

Monday, August 22, 2022



8:00 a.m.

Pre-Conference Program Events

(pre-registration/payment required)



SDLF Scramble for Scholarships Golf Tournament

Join special district elected officials, staff, and business affiliates at this optional fun event. Great golf skills are not necessary!

Proceeds benefit the Special District Leadership Foundation scholarship fund.

\$120 includes golf with cart, lunch, and prizes!



9:00 a.m. - 3:30 p.m.

Pre-Conference Workshops

(pre-registration/payment required)

Special District Leadership Academy Module 1: Governance Foundations



SDRMA CIP ELIGIBLE

As the core curriculum of CSDA's Special District Leadership Academy, this workshop serves as the "foundation" for the series on effective governance of special districts. It is specifically designed for special district board members and meets the requirement for six hours of governance training for Special District Leadership Foundation programs.

\$225 CSDA Member / \$340 Non-member*

Monday, August 22, 2022

So, You Want to Be a General Manager?

This is a practical career development workshop for senior executives and emerging leaders in special districts. This action-oriented workshop includes group and panel discussions on the journey, roles, and skillsets of a general manager; identifying general manager opportunities; developing positive relations with the board, staff, and peer agency executives; and leadership best practices.

\$100 CSDA Member and Non-member*

NEW! Special District Finance Professionals Forum

Join industry experts and special district professionals for a full-day forum with education and information specifically for special district finance professionals ahead of the CSDA Annual Conference & Exhibitor Showcase. Topics include local government investing, GFOA best practices, long-range financial planning and modeling, GASB reporting, cost-saving measures, and managing pension costs.

\$50 CSDA Member / \$100 Non-member*

*Pre-Conference Workshop Registration Fee includes continental breakfast and lunch. Limited class size, register early!





5:15 - 7:30 p.m.

Conference Officially Begins!

President's Reception with the Exhibitors

Join us in the exhibit hall as we network with business professionals who provide all types of goods and services to special districts. Appetizers, refreshments, and entertainment are provided.

(all registered attendees welcome)



11:30 a.m. - 3:00 p.m.

Pre-Conference Tour:

Southern California Edison (SCE) Green Energy Tour

Join your fellow attendees and representatives of Southern California Edison (SCE) for lunch and a tour of the Devers Substation. Attendees will learn about SCE operations as well as green energy efforts in the area including solar and wind.

\$10 per person, includes transportation to/from the hotel, lunch, and tour

Early registration is encouraged. Limited to 50 attendees.

••••••••••••



1:30 - 3:30 p.m.

Certified Special District Manager (CSDM) Exam, Special District Leadership Foundation

(optional, must be scheduled prior to conference)



3:45 - 5:15 p.m.

Chapter Roundtable Discussion

(optional, no fee but must be attending the conference)

Join CSDA board members and local chapter leaders from across the state to share best practices and discuss issues and opportunities.









7:30 - 8:30 a.m.

CSDA Board Meeting



7:30 a.m. - 6:30 p.m.

Exhibitor Showcase Open



7:30 - 8:30 a.m.

Continental Breakfast in the Exhibit Hall (Raffle)



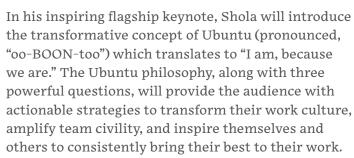
8:45 - 10:45 a.m.

Opening General Session and Keynote

The Courage to Go Together: Three Questions to Change How You Work, Live and Lead

CEO and Founder of Go Together Global and bestselling author, Shola Richards presents "The Courage to Go Together: Three Questions to Change How You Work, Live and Lead."





The audience will leave with:

- The three key questions that they need to ask themselves to increase the likelihood of civil, engaged, and productive work culture.
- The answers to the most common objections to beginning the important (and challenging) work of positively transforming their work culture.
- · The self-awareness to become mindful of how their words, actions, and behaviors affect others.



🙎 Awards Presented

General Manager of the Year, Board Member of the Year, and Staff Member of the Year, SDLF New and Renewing CSDM, and SDLF Certificate in Special District Governance.



11:00 a.m. - 12:00 p.m.

Breakout Sessions

It's All About the Projects

Probolsky Research, Orange County Sanitation District, Santa Margarita Water District

Special districts spend billions of dollars every year on infrastructure projects from pipe replacements and building retrofitting to treatment plants and new trail systems. The public likes to know where their tax and ratepayer dollars are going.

- Learn how to gain public trust by promoting your projects, big and small
- See how other agencies have successfully highlighted infrastructure projects
- Get unique insight from recent research on how to best communicate your infrastructure successes with the public

Violence in the Workplace— Mitigating Risk and Proactively Responding to Threats

Renne Public Law Group

This session will address how special districts can develop policies and procedures aimed at both preventing workplace violence from occurring and responding promptly to threats that do arise.

- The legal standard for obtaining a workplace violence temporary restraining order (TRO) and related court procedures
- How or whether a special district may respond to threatening

- behavior from an employee at work.
- What type of threatening behavior (i.e., on or off duty) warrants a response from the special district
- Guidance on developing workplace violence and related policies to mitigate and manage risk

Lessons Learned from a Disrupted Redistricting Process

Best Best & Krieger LLP and Goleta Sanitary District

The 2021 Redistricting Cycle saw challenges at every turn. From delayed data releases to a lack of qualified demographers to handle the increased workload due to changes in the California Voting Rights Act, Redistricting 2021 has taxed teams and organizations across the state. Participants in this informative session can share their own stories while hearing the good, bad, and ugly about how this massive statewide endeavor unfolded. Revisiting this topic will provide insight into how agencies may plan for other future projects that involve collaboration with a limited number of vendors, as well as how they can interact with other agencies going through the same process, share resources, and solve problems with creativity and optimism.

In this session, participants will learn about:

 redistricting strategies that do or do not work

- how to leverage successful strategies from redistricting to solve other agency problems
- how the legislature impacted key decision making at the local level
- · what to plan for in the future

Change of Course: Master Plan Mini-Updates Using Internal Knowledge Monte Vista Water District

Staff has first-hand knowledge of a district's infrastructure needs and vulnerabilities. In 2020, Monte Vista Water District put this knowledge to use in reevaluating and updating its capital improvement strategy. Through a series of structured workshops with field and administrative staff, MVWD developed a water system master plan "mini-update," including a prioritized five-year capital improvement and pipeline replacement program. Staff then developed and presented to the Board of Directors funding options based on prioritized needs, resulting in an updated five-year financial master plan. Finally, the results of these updated plans were integrated into MVWD's annual budget and five-year strategic plan, ensuring consistency between near- and long-term goals. The presenters will demonstrate how conducting a structured re-evaluation of master plans using internal knowledge led to a successful reorientation of its capital program.

Learning outcomes:

· re-evaluation of capital and

financial master plans

- · use of internal staff knowledge
- near- and long-term planning integration

Social Media Issues: Free Speech, Public Records, and Public Meetings *Meyers Nave*

The use of social media by public entities, elected officials, and employees presents significant legal and regulatory issues. The session will address the three most important social media issues facing special districts:

- First Amendment Does a public official violate First Amendment rights by blocking someone from the official's social media account?
- 2. Public Records Are electronic communications through a social media account provided by a government entity, such as a special district's Facebook page, subject to the Public Records Act?
- Public Meetings What social media activities do and do not comply with public notice,

public access, and public comment requirements of the Brown Act?

MCLE CREDIT

This presentation has been approved for **1 hour of MCLE credit** by the State Bar of California.

Meyers Nave, a Professional Law Corporation, is a MCLE licensed provider. PN #10416

Post Pandemic COVID-19 Workplace Accommodation Challenges

Atkinson, Andelson, Loya, Ruud ধ্র Romo

California public employers have adjusted and adapted to the evolving workplace during the pandemic. As it becomes more likely that employers will now have to work and live side-by-side with COVID-19, employers will be challenged with the new expectations and accommodation requests from the workforce. We will begin with a refresher of the reasonable accommodation process and best practices, and move to a discussion of COVID-19 related

requests for accommodations and how to navigate the process to ensure compliance, maintain productivity, and limit missteps.

How the General Manager Performance Evaluation Can Make a Real Difference for both the Manager and the Board

Rauch Communication Consultants, Inc.

This session details a proven process that will improve communication and understanding between the manager and board, incorporates both subjective and objective metrics, and ensures there is policy level direction to clarify the manager's goals for the coming year.

Learning Outcomes:

- How to plan and implement a general manager performance evaluation
- The role of the board, manager, and legal counsel
- How and when to consider a 360-degree evaluation
- How to set up goals, use of forms, and more



12:15 - 1:30 p.m.

Lunch with the Exhibitors

All conference attendees are welcome to attend lunch in the exhibit hall. Enjoy your lunch while taking time to learn more about our exhibitors and the valuable services they provide. From risk management to accounting, HR, legal, banking services, and more – our exhibitors have some of the best of what you're looking for!

Lunch is included in conference registration.





1:45 - 3:00 p.m.

Breakout Sessions

Required Ethics Compliance Training - AB 1234 (Part 1)

Meyers Nave

AB 1234 mandates agency officials receive two hours of ethics training every two years. This training covers all required topics, including conflicts, financial gain, prerequisites of office, transparency, and fair process.

MCLE CREDIT

This presentation has been approved for 2 hours of MCLE credit by the State Bar of California.

Meyers Nave, a Professional Law Corporation, is a MCLE licensed provider. PN #10416

It's Easier Than You Think! Building and Maintaining an Effective Investment Program for Your Special District

Public Trust Advisors / California CLASS

A comprehensive investment program for public agencies should strive to optimally balance safety, liquidity, and yield considerations. This session will explore some possible ways to evaluate and utilize the different investment vehicles and structures available to California special districts: stable \$1.00 Net Asset Value investment pools; variable Net Asset Value investment pools; and separately managed accounts (SMAs). The session will discuss the application of pools and SMAs in establishing a cash management and investment program at a public agency. Attendees will leave

this session with a more holistic understanding of the role that an investment adviser can fill in helping establish and operate an investment program, both through an investment pool and an SMA.

Setting Your Agency Up for Success: Building Goals and Priorities

Tripepi Smith

As new issues and challenges arise every day, agencies may find themselves shifting and changing policies, processes, service delivery, and more. To set themselves on the right track, these agencies would benefit from reestablishing organizational goals, narrowing their focus on priorities, and reviewing the progress made on current goals. By doing so effectively, agencies can identify areas for improvement and make significant progress towards success and growth.

In this session, Tripepi Smith President Ryder Todd Smith, Director Mike Egan and Director Jennifer Fitzgerald will reflect on their experiences in public service and in assisting agencies with processes such as this to:

- Consider the purpose and benefits of establishing goals for agency staff and the communities they serve
- Review how to remain effective in the goal-setting process
- Discuss accountability and goal measurement practices

 Analyze how building goals can impact the agency's culture

Seriously? Crucial Conversations in a Stressful Environment

Best Best & Krieger LLP

Everyone has experienced a difficult conversation at work, some of their own making and some the result of another person's behavior. This session will both entertain and educate the participants on how to handle crucial conversations, manage stressful situations without regrets and deal with various communication styles of today's multi-generational workplace.

Brown Act: Principles, Traps and Avoiding Unintentional Violations Lozano Smith, Attorneys at Law

This workshop will use entertaining hypotheticals to engage participants in a wideranging, hands-on overview of the Brown Act to help board members stay in compliance when it comes to closed sessions, public comments, serial meetings, and e-communications.

Promoting Civility in Times of Heightened Partisanship and Polarization

Panel moderated by Institute for Local Government

In the wake of contentious elections, local officials statewide are faced with navigating polarization and partisanship at the federal, state, and local levels. Local governments are working

hard to balance this while also managing new board dynamics, continued uncertainty resulting from the COVID crisis and a myriad of other challenges local governments face daily. Join a panel of special district officials to hear strategies and lessons learned about how to manage relationships, increase civility, continue operations, and

communicate effectively with your community.

The Five Functions That Drive Team Success

David Aranda, CSDM

Special districts face unique challenges with individual board members coming together as a unified board and working as a team along with the general

manager. This presentation will discuss the five best practices of an effective team, as based on Patrick Lencioni's book, "The Five Dysfunctions of a Team." The instructor will also share insights and lessons learned from over three decades of serving as a general manager and board member.



3:45 - 4:45 p.m.

Breakout Sessions

Required Ethics AB 1234 Compliance Training (Part 2)

Meyers Nave

See previous session description. (Must attend both sessions for certificate)

You Need It. How Do You Do it? A Stepby-Step Guide to Building an Effective Multi-Year Strategic Plan

Rauch Communication Consultants, Inc.

Whatever the challenges facing your district, it is critical to build a realistic, step-by-step, and well-supported plan to get there. This session will provide concrete guidance on evaluating the issues, challenges, and opportunities facing your district and developing clear board direction for the future. This lively session will feature sharing of actual experiences (good and bad) by the participants and seminar leader. The session will provide numerous practical tips that you can bring home to your district. It will also demonstrate how staff

can develop implementation plans and successfully engage the board, executive team, staff, and the public in this process. You will also learn how to pin down clear direction in plain English, measure results, and more.

Mastering the Art of Crucial Conversations Around DEI

CPS HR Consulting

It is essential to learn how to have hard conversations that address the current environment of social justice and racial equity. We will explore topics like cultural intelligence, acknowledgment vs. agreement, Black Lives Matter vs. All Lives Matter, how to be an ally, and the best way to address employees. This session will share practical and timely guidance on how to engage employees around the complex and passionate issues related to systemic racism, the need for transparency and accountability in organizational practices, and the need for civil discourse.

The Road Ahead for Managing Rising Pension Costs

PARS

As public agencies continue to navigate through the challenges created by the COVID-19 Pandemic, rising pension costs continue to loom like a dark cloud that keeps growing. Pension systems face an uncertain economic outlook with discount rate targets that are mismatched with future expected returns. Recent changes to asset allocations also risk further increasing the gap for funding these obligations. How are agencies addressing their pension liabilities during uncertain times such as these? In this session, industry experts will discuss common questions and concerns related to this topic to help you prepare for the road ahead.

Boards Behaving Badly: How to Stay Out of Trouble

Renne Public Law Group

This session will explain the duties of trust and loyalty board members owe their district and constituents.

Using real-life examples, the session will cover the topics board members need to understand to avoid allegations of misconduct, including:

- The roles of boards and individual members serving on the board
- Handling confidential material
- Safeguarding attorney-client privileged information
- Understanding public contracting requirements
- The relevance and impact of conflict-of-interest laws in the above-contexts

Special Taxes by Majority Voter Approval: How, When, and Why Colantuono Highsmith &

Whatley, PC

Based on recent court opinions, special taxes proposed by initiative may be approved by a simple majority vote (50% + 1). This is a

dramatic change from prior law that required all special taxes to be approved by a supermajority (2/3rds) of voters. This session will discuss the process and law related to this change in special taxes.

10 Cybersecurity Practices to Keep Special Districts Safe

Meriplex, Streamline

Special districts are increasingly becoming a target of cyberattacks. With insurance rates skyrocketing and cyber coverage increasingly hard to qualify for, now is the time to be ready and safe. Join our presenters as they walk you through ten easy steps that will protect you from 99% of threats. They promise to speak plain English and leave you with an easy checklist to protect yourself and the community you serve.



5:00 – 6:30 p.m. **Mix and**

"FlaMingle" in the Exhibit Hall

Stop by the exhibit hall for a cocktail and hors d'oeuvres. Be sure to enter for one more chance to win one of our fabulous prizes!

The exhibit hall closes on Tuesday, August 23rd at 6:30 p.m.



Taste of the City

Casino Might

Wednesday, August 24, 2022 from 6 to 9 p.m.





8:00 - 8:45 a.m.

SDRMA Sponsored Full Plated Breakfast

All registered attendees and exhibitors are welcome.



8:45 - 10:30 a.m.

SDRMA General Session Keynote

Good Anxiety: Harnessing the Power of the **Most Misunderstood Emotion**



Dr. Wendy Suzuki, professor and author presenting "Good Anxiety: Harnessing the Power of the Most Misunderstood Emotion." You know when you get that ambiguous email from your boss or your constituent and you start to feel sweaty palms and that empty, freaked-out sensation in your stomach? Then you know, it's back again.... Anxiety. But what if anxiety isn't always a bad thing? What if, by using tools from neuroscience and psychology, you could learn to turn down the volume on your anxiety and transform all that activation energy that's making your mind race into something that's actually helpful? That jujitsu move of transforming anxiety into something productive and helpful is the topic of Professor Suzuki's talk.



X Awards Presented

SDRMA Safety Awards, New and Renewing Transparency Certificate of Excellence, New and Renewing District of Distinction





10:45 a.m. - 12:00 p.m.

Breakout Sessions

The Bond Market 101: Access. Interest Rates, and Costs CSDA Finance Corporation

Debt financing can be a useful tool for funding capital improvements, but it isn't a one-size-fits-all solution. Different types of financing can mean different interest rates and different costs of issuance. In this panel discussion, **CSDA** Finance Corporation consultants explain how financings are priced (and interest rates are set) in the bond market vs the bank market. Learn about different

types of financings and how they are secured, the difference between tax-exempt and taxable transactions, and the related costs and fees.

Back to Basics -The Power of Your Injury & Illness Prevention Program (IIPP)

Special District Risk Management *Authority*

While the IIPP seems like one of the most basic Cal/OSHA standards, it is actually the essential foundation of an effective safety program. It is a step-bystep guide on how to protect your employees. When all elements of the IIPP are in sync, the result is a powerful safety program that identifies the hazards and exposures employees face, detects required prevention measures to protect employees, and then systematically realigns when conditions change.

During this session, participants will gain a fresh perspective on how the elements of the IIPP work together. Taking a fresh look at your IIPP is no easy feat, but

its value comes from protecting your employees, reducing risks associated with workplace injuries and illnesses, and reducing costs through prevention.

Telling Your Organization's Story Cucamonga Valley Water District Coachella Valley Mosquito and Vector Control District

Special districts do important work for communities, but if we don't tell our story throughout the year, our customers won't understand the need for rate increases, usage decreases, or power adjustments when needed. Messaging proactively with a plan will help your district foster relationships with your stakeholders that will come back in key times. This session will cover how to incorporate strategic communications into your agency's general plan, and you will hear case studies from special districts that have successfully told their story and developed an awareness within their community to gain trust and inspire impactful engagement.

Homelessness: What Special Districts Need to Know and What They Can Do *Meyers Nave*

California continues to have the largest increase in homelessness each year now accounting for 28% of the homeless population in the U.S. and 51% of all unsheltered homeless individuals. The Ninth Circuit Court of Appeals' landmark decision in Martin v. City of Boise held that enforcement of sleep, lie, camping, or similar ordinances where there is insufficient shelter

space to accommodate all homeless people violates the Eighth
Amendment right against cruel and unusual punishment. This session focuses on the challenges and best practices for addressing homelessness and its impact on special districts.

MCLE CREDIT

This presentation has been approved for 1.25 hours of MCLE credit by the State Bar of California. Meyers Nave, a Professional Law Corporation, is a MCLE licensed provider. PN #10416

Best in Class: Collaborations of Individual District's Strengths Forge Regional Excellence

Palmdale Water District United Water Conservation District

Following nearly a year of exploratory meetings, Palmdale Water District and United Water Conservation District agreed to share resources and work on large-scale projects that are of mutual benefit. These include the coordinated development and use of water resources, recreation areas, intern and apprenticeship programs, and advanced water treatment. This promising collaboration, while unique, will provide numerous benefits to the communities served by both agencies.

Wage and Hour Law Update for California Special Districts

Slovak Baron Empey Murphy & Pinkney LLP

California's wage and hour laws are notoriously some of the strictest in the nation for employers. These laws are complex and constantly evolving, intermingling various sources of state and federal statutes, regulations, and advisory opinions from state agencies. Simple and inadvertent mistakes in payroll and timekeeping practices can quickly expose employers to significant liability from classaction lawsuits and representative claims under the Private Attorneys General Act (PAGA).

Learning outcomes for this session will include:

- Understanding the latest developments and trends in California wage and hour laws
- Developing management strategies to mitigate exposure to wage and hour claims
- Appreciating the risks and benefits of using arbitration agreements to protect against class

Changing Climate – Changing Times Panel Discussion

Hear from special districts and other experts at the forefront of climate adaptation issues. Our expert panel includes the Rosamond Community Services District as well as the Resource Conservation District of Greater San Diego County. Rosamond will highlight their innovative water recycling solution, "Water Reuse," and RCD of Greater San Diego County will discuss how they support their community and homeowners through 40+ fire-safe councils and work toward regional wildfire resiliency through a suite of forest health and fire prevention programs.



11:00 a.m. - 12:00 p.m.

SDLF Board and Annual Meeting



12:15 - 1:45 p.m.

Legislative Update Luncheon

(All attendees welcome)

CSDA's legislative and legal affairs team will present attendees with the most up-to-date information on the outcome of the biggest state and federal budgetary, legislative, and legal issues impacting special districts in 2022, as well as a sneak peek of what to expect in 2023. Learn about significant new laws coming your way and what they mean for special districts going forward.



🙎 Awards Presented

- · Innovative Project/Program of the Year Award (large district)
- Innovative Project/Program of the Year Award (small district)
- · Exceptional Public Outreach & Advocacy Award (large district)
- · Exceptional Public Outreach & Advocacy Award (small district)
- Recognition of Previous and Outgoing Board Members
- · Ralph Heim Exceptional Outreach & Advocacy Award
- · William Hollingsworth Award of Excellence







2:00 - 3:00 p.m.

CSDA Finance Corporation Board and Annual Meeting



2:00 - 3:15 p.m.

Breakout Sessions

Sexual Harassment Prevention (Part 1) Richards Watson Gershon

This two-hour training addresses the prevention of sexual harassment and other forms of workplace harassment. It fulfills the requirements for supervisory and non-supervisory employees, as well as elected officials.

Contracting for Indemnification Special District Risk Management **Authority**

This session will provide attendees with information on how to evaluate contracts specifically as they related to indemnity and hold harmless agreements to ensure that your agency is protected.

We will go over recommended limits and template language for contracts. We will also go over the importance of being named as an Additional Insured by your contractors/vendors to protect your agency and how to avoid issues when a claim occurs.

Ballot Measure 101 – Legal Requirements and Processes for Ballot Measures

Richards Watson Gershon

Ballot measures that affect special districts might be infrequent, but the stakes can be quite high. This session will provide an overview of some of the basic issues relating to local ballot measures, including what district staff and officials can and can't do in connection with a ballot measure.

Healthier Local Democracies through Lottery-Selected Panels

Healthy Democracy

Democratic lotteries are being used around the world to guarantee diversity, representation, and inclusion of new voices in public policymaking. Healthy Democracy will provide an introduction to this concept, sharing recent case studies from Oregon and California, followed

by an interactive workshop in which participants will imagine how lottery-selected panels could transform tricky policy decisions in their communities.

Legislative Update - Post Script *CSDA*

Can't get enough of the advocacy and public affairs inside scoop? Attended the Legislative Update Luncheon and still have more questions? We have you covered. Here's your chance to meet with CSDA's advocacy experts in a smaller setting designed to expand upon and answer questions about topics presented at the luncheon. Bring your inner #advocacygeek.

Special Districts and LAFCo – Past Successes and Future Challenges Colantuono, Highsmith and Whatley, PC and LAFCO of Riverside County

This session will discuss the role of special districts on LAFCo,

the municipal service review (MSR) and sphere of influence process and why it's important, and different types of changes of organization and the procedures for each, with specific, real-world examples of special district/LAFCo actions.

Town Hall - Legal Eagles *Liebert Cassidy Whitmore*

Join us this year to get your questions answered! Special districts deal with a number of issues on a daily basis, and it is best to be prepared. Share your questions with others who probably have the same problems, concerns, and issues. This is a great opportunity to get some great legal answers - without those annoying billable hours!



3:30 - 5:00 p.m.

Breakout Sessions

Sexual Harassment Prevention (Part 2)

Richards Watson Gershon

See previous session description. (Must attend both sessions for certificate)

What New in Prevailing Wage Compliance

Contractor Compliance and Monitoring Inc.

Prevailing wage in California continues to change each year.
Attend this session to learn about the latest changes, how the

California DIR is enforcing these requirements, and best practices for your public agency.

Neurodiversity Employment Programs: Appreciating the Dandelions

Valley Sanitary District

Public employers are losing ground in hiring and retaining the next generation of workers. This may be due to outdated recruitment and hiring practices that discourage individuals with neurodivergent conditions. In this session, you'll learn about best practices for transforming the workplace into a neuro-inclusive environment. This session's presenter will broaden your understanding of neurodiversity and highlight successful programs for inclusion.

Five Steps to Successful Community Support

East Valley Water District

East Valley Water District developed a five-step roadmap to successfully receive authorization for reorganization to include

wastewater treatment authority and began constructing the Sterling Natural Resource Center. The roadmap outlined the following process: know your audience, develop key messages, engage with the target audience through formal and informal interactions, outline a feedback loop and develop a localized community benefit program to enhance the quality of life.



6:00 – 9:00 p.m. Taste of the City

Casino Night

Sample local food and beverages while enjoying casino games, music from our DJ, and a silent auction.



5:00 - 6:00 p.m.

SDRMA Member Reception

Light appetizers and drinks to be served

Electronic invitation to SDRMA Members to follow – approximately one month prior to the event



Thursday, August 25, 2022



8:00 - 10:00 a.m.

Closing Breakfast: Connect and Collaborate

Here's your chance to enjoy a light breakfast and connect with similar districts and discuss some of your most pressing issues!



Awards Presented

- · Excellence in Technology
- · Chapter of the Year
- · ILG Beacon Awards



10:00 a.m.

Conference Adjourns

*Guest registration includes all meal functions, receptions (including Taste of the City), and Keynote sessions. We also offer a Taste of the City-only guest registration.

Not sure if you are a member? Contact the CSDA office at 877-924-2732 to find out if your agency or company is already a member. To learn more about the benefits of membership, contact Member Services Specialist Eric Spencer at erics@csda.net or call toll-free 877-924-2732.



Attendee Registration Form

INCLUDE FORM WITH PAYMENT.

Hotel Reservations

JW Marriott Desert Springs Resort & Spa

Room reservations for the CSDA Annual Conference and Exhibitor Showcase begin at \$139 plus tax plus discounted \$15 resort fee. The room reservation cut-off is July 22, 2022; however, space is limited and may sell out before this date.

Information regarding hotel reservations and link to book in the CSDA room block will be emailed to the registered attendee within 24 hours of registration.

Registration Fees Include:

- President's Reception with the Exhibitors
- Keynote Sessions
- Continental Breakfast with the Exhibitors
- ♦ Lunch with the Exhibitors
- ♦ Mix and FlaMingle in the Exhibit Hall
- SDRMA Full Plated Breakfast
- Legislative Update Luncheon
- All Breakout Sessions
- * "Taste of the City" Reception
- Closing Breakfast

Name:		Title:			
District:					
Address:					
City:		State:		Zip:	
Phone:		Fax:			
Email:		Website:			
Special Needs (include dietary):					
Emergency Contact:					
Conference Registration Fees		Early Bird (on /before July 22, 2022)	Regular (after July 22, 2022)		SUBTOTAL
CSDA Member - Full Conference		\$ 650.00	\$ 725.00		
Non-member - Full Conference		\$ 975.00	\$ 1,085.00		
☐ Guest of a Member - Full Conference (Cannot be from a district/company) ☐ Vegetarian		\$ 350.00	\$ 425.00		
☐ Guest of a Non-member - Full Conference (Cannot be from a district/company) ☐ Vegetarian		\$ 525.00	\$ 635.00		
☐ CSDA Member - One-day registration ☐ Tuesday ☐ Wednesday ☐ Thursday		\$ 375.00 each day	\$ 400.00 each day		
☐ Non-member - One-day registration ☐ Tuesday ☐ Wednesday ☐ Thursday		\$ 560.00 each day	\$ 600.00 each day		
Separate Registration Fees		Member	Non-member		SUBTOTAL
☐ Pre-Conference Workshop: SDLA Module 1: Governance Foundations - Aug. 22		\$ 225.00	\$ 340.00		
☐ Pre-Conference Workshop: So, You Want to Be a General Manager - Aug. 22		\$ 100.00			
☐ Pre-Conference Workshop: Special District Finance Professionals Forum - Aug. 22		\$ 50.00	\$ 100.00		
☐ Pre-Conference Tour: SCE Green Energy Tour (includes lunch) - Aug. 22		\$ 10.00			
☐ SDLF Scramble for Scholarships Golf Tournament (includes lunch) - Aug. 22		\$ 120.00			
☐ SDLF "Taste of the City" Casino Night Reception (Guests only) - Aug. 24		\$ 80.00 CSDA Member Guest	\$ 120.00 Non-member Guest		
TOTAL					
Payment Information					
Payment type: ☐ Check ☐ Visa ☐ MasterCard ☐ AMEX ☐ Discover					
Account name:		Account Number:			
Expiration date: CVC:		Authorized Signature:			
3 Ways to register: 1. ONLINE by visiting conference.csda.net. 2. FAX 916-520-2465. 3. MAIL to CSDA, 1112 Street, Suite 200, Sacramento, CA 95814. Check should be made payable to: California Special Districts Association.					

Cancellations/Substitution Policy: Cancellations must be in writing and received by CSDA no later than Thursday, July 22, 2022. All cancellations received by this date will be refunded less a \$75 processing fee. There will be no refunds for cancellations made after July 22, 2022. Substitutions are acceptable and must be done in writing no later than August 12, 2022 at 5:00 p.m. Please submit any cancellation notice or substitution request to meganh@csda.net or fax to 916-520-2465.

Consent to Use Photographic Images: Registration and attendance at, or participation in, CSDA meeting and other activities constitutes an agreement by the registrant to CSDA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.

Anti-Discrimination and Harassment Policy: CSDA is dedicated to a harassment-free event experience for everyone. Our Anti-Discrimination and Harassment Policy can be found under "CSDA Transparency" at www.csda.net/about-csda/who-we-are.



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