

Cabazon Water District

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

BOARD MEETING PACKET

September 20, 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, September 20, 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.

September 20, 2022 Regular Board Meeting Agenda

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, September 20, 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 August 16, 2022
- b. Regular Board Meeting Minutes and Warrants of August 16, 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****UPDATES**

September 20, 2022 Regular Board Meeting Agenda

1. Update: **Community Action Committee Update
(by Director Morris and Director Davis)**
2. Update: **CWD Operations Report
(by GM Pollack)**

NEW BUSINESS

1. Discussion/Action: **Approval of County of Riverside ARPA Agreement – projects include Broadway/Main cluster gate valve and recoating of multiple tanks**
2. Discussion/Action: **Interview and select a community member for the Board of Director's vacant seat – Applicants: Taffy Brock and Curtis Bittner**
3. Discussion/Action: **Reorganization of the CWD Board of Directors (Board Chair, Vice Chair, Ad Hoc Committees, etc.)**
4. Discussion/Action: **Close Trust Account and reopen a new one due to fraudulent activity**

OLD BUSINESS

1. Discussion/Action: **Nationwide plan – Amendment to Eligibility Requirements**

PUBLIC COMMENTS

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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

September 20, 2022 Regular Board Meeting Agenda

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, Sep. 28, 2022, 5:00 pm
- b. Community Action Committee Meeting at the Community Center – Tuesday, Oct. 11, 2022, 6:00 pm
- c. Finance & Audit Workshop – Tuesday, Oct. 18, 2022, 5:00 pm
- d. Regular Board Meeting – Tuesday, Oct. 18, 2022, 6:00 pm
- e. Personnel Committee – TBD

ADJOURNMENT**ADA Compliance Issues**

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Cabazon Water District
14618 Broadway Street • P.O. Box 297
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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, August 16, 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:

- 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 \$1,242,383 at month end. The District's total liabilities were approximately \$706,709 at month end.

Profit and Loss: - Year to date is 8% of the year

4. Commodity Sales: Volumetric water sales including residential, commercial & construction water sales. YTD is at 12% of budget due to increased consumption.

9. 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 is at 75% of budget due fees collected for ¾" service on Bonita.

18. Total Revenue: YTD for total revenues is at 10% of the budget.

32. Line R&M Materials: This account includes the expenses relating to materials for line repair & maintenance. YTD is at 21% of budget due to timing of bulk material purchases.

36. Facilities, Wells, T&D – Other: This account includes the generator service contract expenses, site landscaping & maintenance, chlorinators, and SCADA. YTD is at 33% of budget due to a \$4K payment for Tank #3 altitude valve repairs.

44. Postage: This account includes the postage expenses for District activities. YTD is at 16% of budget due to timing of FY 23 annual standby fees meeting notices.

45. Printing & Publications: This account includes the printing & publication costs for any District notices or reports. YTD is at 49% of budget due to timing of stand-by charges meeting notices for FY 22-23.

69. Service Trucks R&M: This account includes repair & maintenance costs for district vehicles. YTD is at 15% of budget due to more district vehicle repairs than anticipated.

77. Total Expenses: YTD for total expenses is at 6% of the budget.

As of July 31st, the fiscal year-to-date net income is \$100,135.

5. Meter Replacement: This account is for the Water Meter Replacement Program.

PUBLIC COMMENT

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ADJOURNMENT

Meeting adjourned at 5:07 PM on Tuesday, August 16, 2022

_____, Board Chair
Board of Directors
Cabazon Water District

Evelyn Aguilar, Secretary
Board of Directors
Cabazon Water District

ADA Compliance Issues

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August 16, 2022 Regular Board Meeting Minutes

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, August 16, 2022 – 6:00 PM

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

Director Alan Davis - Absent
 Director Terry Tincher - Present
 Director Diana Morris - Present
 Director Sarah Wargo - Present
 Director Robert Lynk - Present

Ellen Koumparis, Customer Accounts Lead - Present
 Evelyn Aguilar, Board Secretary – Present

Note: This meeting was recorded by the District

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:

August 16, 2022 Regular Board Meeting Minutes

- a. Finance and Audit Committee Meeting Minutes and Warrants of July 19, 2022
- b. Regular Board Meeting Minutes and Warrants of July 19, 2022
- c. Special Board Meeting Minutes of July 26, 2022
- d. Special Board Meeting Minutes of August 2, 2022
- e. 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 items**

- a. Finance and Audit Committee Meeting Minutes and Warrants of July 19, 2022
- b. Regular Board Meeting Minutes and Warrants of July 19, 2022
- c. Special Board Meeting Minutes of July 26, 2022
- d. Special Board Meeting Minutes of August 2, 2022
- e. Reaffirmation of Resolution 04-2021, declaring the continuation of virtual meetings due to COVID-19

made by Director Wargo and 2nd by Director Tincher

Director Davis - Absent

Director Tincher - Aye

Director Morris - Aye

Director Wargo - Aye

Director Lynk - Aye

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

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)**

➤ Nothing to report.

- 3. Update: CWD Operations Report
(by District Staff)**

- ARPA Agreement – has been going back and forth between legal and the County.
- Esperanza service – Waiting on materials and staff
- Chick-Fil-A development – Waiting on Engineering plans
- MKA Dinosaur meter – needs to be moved.
- Unit #001 (2009 Toyota Tundra) – Sold at auction for over \$4,000
- Riza service – completed
- New field crew worker – set to begin in September
- 3 vehicles serviced
- Short one field crew worker for a couple of weeks
- Legend has a district well – waiting on new GM
- Director Lynk thanked the District staff for all of their hard work.

***The following items in the Board meeting were discussed in a different order than shown on the agenda.**

PUBLIC COMMENTS

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- Kevin Walton introduced himself as a Director of Division 3 for the San Geronio Pass Water Agency. He explained that the Agency is interested in helping out disadvantaged communities.

CLOSED SESSION at 6:11 PM

1. Discussion/Action: **Public Employee Appointment (Govt Code § 54957)**
 Title: General Manager

OPEN SESSION at 6:22 PM

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

- The Board welcomed Michael Pollack as the new General Manager of the Cabazon Water District, beginning September 1.

NEW BUSINESS

1. Discussion/Action: **Customer Concern – Ella Ave. – Nand**

- Mrs. Koumparis explained that Mr. Nand asked that the account be wiped clean of all charges then reopened. His wife had lived at the property and passed away in the home, then a high amount of usage was used at the house.
- The Board discussed that since Mr. Nand owns the property as well, he is responsible for all unpaid water charges.

Motion to deny the claim made by Mr. Nand on Ella Ave. made by Director Tincher and 2nd by Director Morris.

**Director Davis - Absent
Director Tincher - Aye
Director Morris - Aye
Director Wargo - Aye
Director Lynk – Aye**

NEW BUSINESS

2. Discussion/Action: **Interconnection requirements per SB 552**

Business (951) 849-4442 • FAX (951) 849-2519

***This item was tabled until the new GM could help with the matter.**

3. Discussion/Action: Meter Replacements & Other Capital

- Mrs. Koumparis explained that since a new field worker is starting in September, the field crew would begin the process of changing out several of the old meters. Mr. Pollack expressed that he had some ideas for the meter replacement program as well.

***This item was just a discussion item, not an action item.**

4. Discussion/Action: Nationwide plan – Amendment to Eligibility Requirements

- Ms. Aguilar shared that she had been in touch with the Nationwide Specialist about amending the plan, but hadn't heard back yet.

***This item was tabled until a response is heard from the Nationwide Specialist.**

GENERAL MANAGER/BOARD COMMENTS

1. 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 shared that this would be his last meeting as a Director, since he is moving. He passed the gavel to Director Wargo, who will be acting as Board Chair until the Board is reorganized.
- Several members of the Board and staff expressed that Lynk's time on the Board was greatly appreciated and that he will be missed.

2. 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.
- Nationwide Amendment
 - ARPA Agreement
 - Reorganization of the Board.

3. Management Comments

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MISCELLANEOUS**1. Future Board Items/Next Board Meeting Date(s)**

- a. Community Action Committee Meeting at the Community Center – Tuesday, Sep. 13, 2022, 6:00 pm
- b. Finance & Audit Workshop – Tuesday, Sep. 20, 2022, 5:00 pm
- c. Regular Board Meeting – Tuesday, Sep. 20, 2022, 6:00 pm
- d. San Gorgonio Pass Regional Water Alliance Meeting – Wednesday, Sep. 28, 2022, 5:00 pm
- e. Personnel Committee – TBD

ADJOURNMENT

Motion to adjourn at 6:58 PM made by Director Tincher and 2nd by Director Morris

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

Meeting adjourned at 6:58 PM on Tuesday, August 16, 2022

_____, Board Chair
 Board of Directors
 Cabazon Water District

 Evelyn Aguilar, Secretary
 Board of Directors
 Cabazon Water District

ADA Compliance Issues

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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. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Resolution No. 04-2021

Page 2 of 2

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. Effective Date of Resolution. 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 LYNK
 NOES: NONE.
 ABSENT: NONE.
 ABSTAIN: NONE.

BY:

Sarah Wargo
 Sarah Wargo
 Vice Board Chair
 Cabazon Water District
 Board of Directors

ATTEST:

Evelyn Aguilar
 Evelyn Aguilar
 Board Secretary
 Cabazon Water District



Cabazon Water District

Balance Sheet

As of August 31, 2022

		August 31, 22	
1	ASSETS		
2	Current Assets		
3	Checking/Savings	\$ 488,559	488,559 Chase
4	Accounts Receivable	293,373	815,681 LAIF
5	LAIF	815,681	\$ 1,304,239 Cash & LAIF
6	Bank of NY Trustee Accounts	73,129	
7	Prepaid Expenses	35,426	
8	Inventory	109,315	
9	Total Current Assets	1,815,483	
10	Fixed Assets		
11	Total Fixed Assets	14,112,350	
12	Accumulated Depreciation	(6,663,221)	
13	Net Fixed Assets	7,449,129	
14	TOTAL ASSETS	\$ 9,264,611	
15	LIABILITIES & EQUITY		
16	Liabilities		
17	Current Liabilities		
18	Accounts Payable	\$ 76,710	
19	Other Current Liabilities		
20	Customer Deposits	7,586	
21	Current Portion DWR-H Loan	43,208	
22	Current Portion Zion's Bank Loan	87,077	
23	Current Portion 2022 Ford	12,590	
24	Accrued Expenses	20,581	
25	Total Current Liabilities	247,752	
26	Long Term Liabilities		
27	DWR-H Loan Payable (2026)	153,019	
28	Ford Long Term	60,728	
29	RCEDA Loan Payable	300,000	
30	Total Long Term Liabilities	513,748	
31	Total Liabilities	761,500	
32	Total Equity	8,503,112	
33	TOTAL LIABILITIES & EQUITY	\$ 9,264,611	



Cabazon Water District
Profit & Loss
For the Period Ending August 31, 2022

	Aug-22	Current YTD	FY 22/23 Budget	YTD (17%)
1 REVENUES				
2 OPERATING INCOME				
3 Base Rate - Water Bills	\$ 44,017	\$ 88,758	\$ 563,300	16%
4 Commodity Sales	87,221	178,008	757,300	24%
5 DHPO Contract	28,611	49,126	182,500	27%
6 DHPO Capacity Credit	(1,750)	(3,500)	(10,500)	33%
7 Fire Sales - Water Bills	343	1,339	5,600	24%
8 Fees & Charges	4,380	13,200	51,000	26%
9 Basic Facilities Fee	18,998	33,027	18,600	178%
10 Stand By Fees - Tax Revenue	4,041	4,041	105,900	4%
11 TOTAL OPERATING INCOME	185,861	363,998	1,673,700	22%
12 NON-OPERATING INCOME				
13 Property Taxes	356	356	86,700	0%
14 Cell Tower Lease Income	2,725	5,450	26,600	20%
15 Miscellaneous Non-Operating Income	-	-	-	0%
16 Interest Income	690	1,701	7,600	22%
17 TOTAL NON-OPERATING INCOME	3,771	7,507	120,900	6%
18 TOTAL REVENUES	189,631	371,505	1,794,600	21%
19 EXPENSES				
20 PAYROLL				
21 Directors Fees	3,100	4,100	25,000	16%
22 Management & Customer Service	15,161	24,864	240,200	10%
23 Field Workers	19,875	33,351	197,700	17%
24 Employee Benefits Expense	12,990	22,821	163,700	14%
25 Payroll Taxes	2,884	5,320	36,600	15%
26 TOTAL PAYROLL	54,010	90,457	663,200	14%
27 OPERATIONAL EXPENSES				
28 Facilities, Wells, T&D				
29 Lab Fees	196	1,320	13,100	10%
30 Meters	50	50	5,100	1%
31 Utilities - Wells	26,396	32,623	150,400	22%
32 Line R&M Materials	19,194	26,816	35,600	75%
33 Well Maintenance	9,118	12,385	40,400	31%
34 Security	2,408	4,222	29,500	14%
35 Engineering Services	16,819	16,819	80,000	21%
36 Facilities, Wells, T&D - Other	131	5,644	16,600	34%
37 Total Facilities, Wells, T&D	74,313	99,878	370,700	27%
38 Office Expenses				
39 Utilities - Office	3,375	6,905	36,800	19%
40 Water Billing System	216	431	2,400	18%
41 Supplies & Equipment	791	986	13,200	7%
42 Copier & Supplies	361	907	5,500	16%

*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 August 31, 2022

		FY 22/23			
		Aug-22	Current YTD	Budget	YTD (17%)
43	Dues & Subscriptions	\$ 42	\$ 84	\$ 2,500	3%
44	Postage	186	1,880	10,600	18%
45	Printing & Publications	-	292	600	49%
46	Computer Services	3,368	6,359	38,400	17%
47	Air Conditioning Servicing	453	906	5,500	16%
48	Community Water Systems Alliance (CWSA)	-	250	3,000	8%
49	Office Expenses - Other	377	477	2,100	23%
50	Total Office Expenses	5,794	12,572	120,600	10%
51	Support Services				
52	Financial Audit	5,410	5,410	24,700	22%
53	Accounting	3,500	3,500	42,000	8%
54	Legal Services	4,379	4,379	63,500	7%
55	Payroll/Bank Service Charge	568	980	5,500	18%
56	Website Support	-	75	500	15%
57	Insurance	3,141	6,281	37,500	17%
58	Total Support Services	16,997	20,624	173,700	12%
59	Training/Travel	602	953	10,500	9%
60	Other Fees/SWRCB	-	510	9,700	5%
61	Service Tools & Equipment				
62	Shop Supplies and Small Tools	47	47	6,300	1%
63	Vehicle Fuel	670	677	17,400	4%
64	Employee Uniforms	-	-	1,100	0%
65	Safety	-	-	1,800	0%
66	Tractor Expenses/ Maintenance	-	-	3,900	0%
67	Equipment Rental	4,465	4,465	9,000	50%
68	Service Trucks - R&M	950	3,054	13,800	22%
69	Water Operations On-Call Phones	261	473	3,800	12%
70	Total Service Tools & Equipment	6,393	8,715	57,100	15%
71	NON-OPERATING EXPENSES				
72	Loan Interest & Processing Fee	305	627	12,600	5%
73	Bad Debt Expense	-	-	1,300	0%
74	Miscellaneous	-	-	1,500	0%
75	TOTAL NON-OPERATING EXPENSES	305	627	15,400	4%
76	TOTAL EXPENSES	161,788	241,242	1,420,900	17%
77	INCOME BEFORE CAPITAL & GSA	27,843	130,263	373,700	35%
78	Capital Projects	-	(922)	(285,000)	0%
79	Debt Service - Principal	(1,174)	(2,332)	(144,000)	2%
80	SGMA / GSA	-	-	(35,000)	0%
81	NET INCOME / (LOSS)	\$ 26,669	\$ 127,008	\$ (90,300)	

*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
Capital Detail
 For the Period Ending August 31, 2022

				FY 22/23	
	Aug-22	Current YTD	Budget	YTD (17%)	
1	CAPITAL PROJECTS				
2	RESERVE FUNDED				
3	Well & Tank Repairs	\$ -	\$ -	\$ (225,000)	0%
4	Customer Shut-Off Valves	-	-	(40,000)	0%
5	Meter Replacement	-	(922)	(20,000)	5%
6	TOTAL RESERVE FUNDED PROJECTS	-	(922)	(285,000)	0%
7	GRANT FUNDED				
8	DWR				
9	Isolation Valves	-	-	(1,243,000)	0%
10	Grant Funding - DWR	-	-	1,243,000	0%
11	SWRCB				
12	Groundwater Well Improvements	-	-	(499,000)	0%
13	Grant Funding - SWRCB	-	-	499,000	0%
14	ARPA				
15	Broadway & Main St. Gate Valve	-	-	(100,000)	0%
16	T2, T3, & T4 Recoating	-	-	(500,000)	0%
17	Grant Funding - ARPA	-	-	600,000	0%
18	NET GRANT FUNDED PROJECTS	-	-	-	0%
19	TOTAL NET COST OF CAPITAL PROJECTS	\$ -	\$ (922)	\$ (285,000)	0%

*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.

New Business

1. Discussion/Action Item:

[TAB 1]

Approval of County of Riverside ARPA Agreement –
projects include Broadway/Main cluster gate valve and
recoating of multiple tanks

Attachments:

1. ARPA Agreement

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 Attachment 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. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. Contract Documents. 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. Infrastructure Projects; Scope of Work. 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. Term. 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. Subrecipient Compliance Obligations. 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**.

11. 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: General Manager
P.O. Box 297
Cabazon, CA 92230

12. Conflicts of Interest. Subrecipient covenants that it presently has no interest, including but 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.

13. 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 U.S.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. Indemnification. The Subrecipient shall be bound by the indemnification, hold harmless and defend provisions contained in **Attachment D**.

15. Insurance. 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. Termination. 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.

17. Compliance with Laws. 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. Disputes. 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 be 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. Status of Subrecipient. 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. Entire Agreement. 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. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

22. Governing Law and Venue. 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. Construction/Interpretation. 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. No Waiver. 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. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

26. Severability. 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. Counterparts. 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. Use of Electronic (Digital) Signatures. 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. Authority to Enter Agreement. 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

By: _____

Chair, Board of Supervisors

By: _____

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

Scope of Work

The Subrecipient will complete repairs to three (3) of its reservoirs as follows 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

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	Final Design	\$12,000	\$0	\$12,000
2	Spec Review, Bid/Award	\$4,000	\$0	\$4,000
3	Construction	\$480,000	\$0	\$480,000
4	Admin Closeout	\$4,000	\$0	\$4,000
TOTAL:		\$500,000	\$0	\$500,000

Schedule

ITEM	DESCRIPTION OF SUBMITTAL	ESTIMATED DUE DATE
1	Final Design	January 31, 2023
2	Spec Review, Bid/Award	March 31, 2023
3	Construction and Implementation	September 30, 2023
4	Admin Closeout	October 31, 2023

Cluster Valve Repair Project

Scope of Work

The Subrecipient will complete the replacement of three (3) valves and associated 12" tee, as well as replacement of pavement disturbed during construction, at a leaking valve cluster at the intersection of Broadway and Main Street.

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	Final Design	\$7,000	\$0	\$7,000
2	Spec Review, Bid/Award	\$3,000	\$0	\$3,000
3	Construction	\$88,000	\$0	\$88,000
4	Admin Closeout	\$2,000	\$0	\$2,000
TOTAL:		\$100,000	\$0	\$0

Schedule

ITEM	DESCRIPTION OF SUBMITTAL	ESTIMATED DUE DATE
1	Final Design	December 16, 2022
2	Spec Review, Bid/Award	January 31, 2023
3	Construction and Implementation	March 31, 2023
4	Admin Closeout	April 30, 2023

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.

5. 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. "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.

3. Subrecipient further agrees 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 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 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 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

Subrecipient shall:

1. Pursuant to the California Environmental Quality Act ("CEQA") and National Environmental Policy Act ("NEPA"), 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 Infrastructure Projects.

2. To the extent that it has not already done so, the Subrecipient shall prepare or cause plans and specifications ("Plans") to be prepared for the Infrastructure Projects prior to advertising Infrastructure Projects for construction bids.

3. Provide County a copy of the engineering design cost proposal and associated design schedule for each Infrastructure Project.

4. Advertise and award a public works construction contract for the Infrastructure Projects and begin construction per the schedules included in **Attachment A** of this Agreement.

5. Prior to advertising Infrastructure Projects 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 Infrastructure Projects. Assume sole responsibility for compliance with the requirements of all regulatory permits, including any amendments thereto, pertaining to the construction, operation and maintenance of Infrastructure Projects.

6. Implement or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of Infrastructure Projects.

7. Prior to advertising Infrastructure Projects 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 Infrastructure Projects.

8. Advertise, award and administer a public works construction contract for the Infrastructure Projects 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 Subrecipient and its Contractor is required to 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:

- a. 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;
- b. 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, Subrecipient and its contractors shall insert their 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 Subrecipient 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 Infrastructure Projects, 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 Infrastructure Projects 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 Subrecipient 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 Subrecipient has awarded a public works construction contract for Infrastructure Projects. The written notice shall include the Contractor's actual bid amounts for Infrastructure Projects, setting forth herein the lowest responsible bid contract amount.

13. Prior to commencing Infrastructure Projects construction, provide to County:
 - a. A construction schedule which shall show the order and dates in which Subrecipient or Subrecipient'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 Infrastructure Projects. 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 Subrecipient rights of way which conflict with the construction of Infrastructure Projects 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. Subrecipient shall require its Infrastructure Projects 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 Subrecipient issuing a Notice to Proceed to its construction contractor(s) to begin construction of Infrastructure Projects, 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, Infrastructure Projects pursuant to a Subrecipient administered public works construction contract, in accordance with the Plans, and pay all costs associated therewith.

18. Inspect each Infrastructure Projects construction or cause each Infrastructure Project's construction to be inspected by its construction manager and pay all costs associated therewith.

19. Provide County with a copy of the Subrecipient's recorded Notice of Completion.

20. Keep an accurate accounting of all Infrastructure Projects cost and provide this accounting to County with Subrecipient'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, Subrecipient approved change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for the PLANS. Subrecipient 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.

<i>Party/Contractor Name (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date</i>	

New Business

2. Discussion/Action Item:

[TAB 2]

Interview and select a community member for the Board of Director's vacant seat – Applicants: Taffy Brock and Curtis Bittner

*No Attachments

New Business

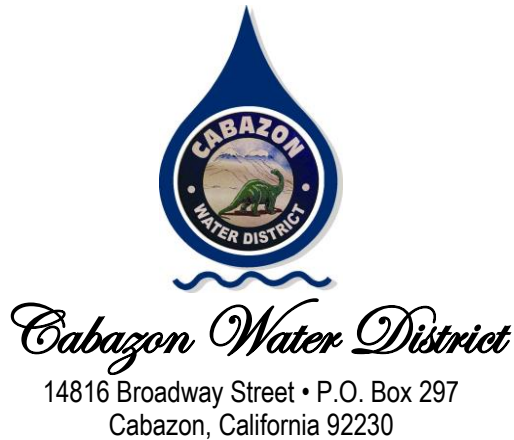
3. Discussion/Action Item:

[TAB 3]

Reorganization of the CWD Board of Directors (Board
Chair, Vice Chair, Ad Hoc Committees, etc.)

Attachments:

1. List of Board positions and committees



Reorganization of the Board of Directors

1. The following Board positions are to be elected and appointed by Board members.
 - a. Board Chair
 - b. Board Vice Chair
 - c. Finance and Audit Committee (Ad hoc)
 - Requires two (2) Board members to meet twice per month.
 - Review all District payables.
 - Dual signatures on all District checks issued.
 - Meet with the Business Admin. Assistant and Financial Advisor in reviewing the proposed fiscal year budgets to report to the Board
 - Meet with the General Manager, Business Admin. Assistant, and other experts or consultants regarding the cost purpose of special projects and Capital Improvement Projects (CIP) to report to the Board.
 - Other major financial issues to report to the Board.
 - d. Personnel Committee (Ad hoc)
 - Requires two (2) Board members
 - Meet with the General Manager annually (on or before September 1st of each year) to render a recommendation on the General Manager's annual performance evaluation.
 - Meet with the General Manager, Business Admin. Assistant, legal counsel, other labor experts or consultants regarding any District employee(s) petitioning the Board to appeal a disciplinary action.
 - Meet with the District's legal counsel on all disciplinary issues involving the General Manager or Board Secretary.

- e. Community Water System Alliance Committee (CWSA - Ad hoc)
 - Requires two (2) Board members.
 - Requires at least one (1) member of the CWSA - Ad hoc committee to commit to attend CWSA meetings, special events, and trips approved by the Board.
 - Any Board members may attend meetings, special events, and trips. It is recommended that no more than two (2) Board members to participate on trips to represent the District, the community of Cabazon, and the CWSA.
 - The General Manager or Business Admin. Assistant may attend meetings, special events, and trips with Board members approved by the Board.
 - Board members participating in these meetings, special events, and trips shall report and distribute information to the Board at the next regular Board meeting.

- f. San Gorgonio Pass Regional Water Alliance Committee (SGPRWA - Ad hoc)
 - Requires two (2) Board members.
 - Requires at least one (1) member of the SGPRWA - Ad hoc committee to commit to attend SGPRWA monthly meetings and special events.
 - Any Board members may attend meetings, special events, and trips. It is recommended that no more than two (2) Board members to participate on trips to represent the District, the community of Cabazon, and the SGPRWA.
 - The General Manager or Business Admin. Assistant may attend meetings, special events, and trips with Board members approved by the Board.
 - Board members participating in these meetings, special events, and trips shall report and distribute information to the Board at the next regular Board meeting.

- g. Special Projects Committee (Ad hoc)
 - Requires two (2) Board members.
 - Both Board members shall meet with the General Manager, Business Admin. Assistant, general counsel, other experts or consultants regarding Special projects and Southern California Edison – Public Safety Power Shut-off (SCE PSPS) matters.
 - Both Board members will provide input during regular Board meeting discussions regarding Special projects, SCE PSPS issues, and proposed procedures.

- h. Community Action Committee (CAC – Ad hoc)
 - Requires two (2) Board members
 - Both Board members shall attend meetings with property owners regarding development on and along the east side of Bonita Ave., (east of Almond St., past the “red house”).
 - Both Board members will report back to the rest of the Board during regular Board meetings.

New Business

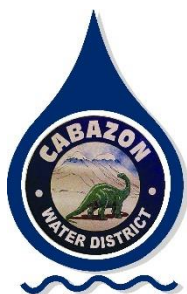
4. Discussion/Action Item:

[TAB 4]

Close Trust Account and reopen a new one due to
fraudulent activity

Attachments:

1. Memo regarding fraud activity



MEMORANDUM

DATE: September 20, 2022
TO: Board of Directors
FROM: Evelyn Aguilar, Board Secretary
SUBJ: RE: Trust Account Fraudulent Activity
cc: Board Meeting Packet

- The Cabazon Water District's Trust bank account is solely used for new customer deposits. The only activity that should be seen in this account is deposits and occasional check payments.
- In July, 2022, there were 4 electronic withdrawals totaling \$244.73 to a merchant called Klarna. Since no District staff or consultants recognized the charges or merchant, I contacted Chase Bank to dispute the charges. The funds were returned to the account.
- In August, 2022, there was a total of 43 electronic withdrawals totaling \$3,276.29 to multiple merchants (Klarna, Spectrum, Genesis Fs-Card, Credit One Bank, and Affirm Inc). I contacted Chase Bank again to dispute these charges, and they also recommended that we close the Trust account and reopen a new one with the money transferred over.

Old Business

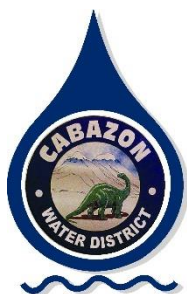
1. Discussion/Action Item:

[TAB 5]

Nationwide plan – Amendment to Eligibility
Requirements

Attachments:

1. Memo regarding Eligibility Requirements



MEMORANDUM

DATE: August 16, 2022 (**Updated 09/14/2022**)
TO: Board of Directors
FROM: Evelyn Aguilar, Board Secretary
SUBJ: RE: Nationwide Eligibility Requirements
cc: Board Meeting Packet

- During the Special Board Meeting on July 26, 2022, the 3rd Cycle Restatement of the District's Nationwide plan was approved. During this meeting, it was noted that currently any employee with the title of General Manager or Administrative Assistant will be automatically eligible to participate in the plan.
- As recommended by legal counsel, the Board expressed that they would like to see the eligibility of participation in the plan be subject to Board approval instead of automatic based on an employee's job title.
- I reached out to the District's Nationwide Specialist, and she explained that usually to amend the plan, the District needs to submit a letter explaining what changes need to be made, although she needs to make sure these changes would be allowed. I did not submit a letter yet since 1. I haven't heard back from the Specialist yet on if this amendment would be allowed, (**See update below**) 2. the Board did not officially approve the changes, and 3. I need to make sure that the changes are clear.

UPDATE (09/14/2022)

- The Nationwide Specialist responded to me, explaining that the Board cannot approve certain employees to enroll in the plan, as that can be seen as discriminatory. They can allow certain positions (which is how the plan currently is), and they can also allow the employees in those positions to be eligible after a certain amount of time (90 days, for example).