

**BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
DECEMBER 21, 2022 beginning at 6:00 PM**



**DISTRICT ADMINISTRATIVE OFFICE
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA**

PHONE CALL IN: (253) 215-8782

PHONE MEETING ID: 856 9520 9137

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://us06web.zoom.us/j/85695209137>

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at (916) 725-6873. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

CALL TO ORDER:

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the General Manager.

ROLL CALL OF DIRECTORS:

PUBLIC COMMENT:

CLOSED SESSION:

- CL-1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation pursuant to Government Code, section 54956.9(d)(4):
(one case)

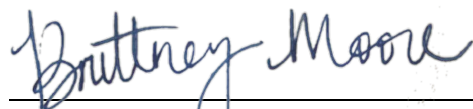
FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

| | | |
|-------------------|---------|-----------------|
| December 21, 2022 | 6:30 PM | Regular Meeting |
| January 18, 2023 | 6:30 PM | Regular Meeting |
| February 15, 2023 | 6:30 PM | Regular Meeting |
| March 15, 2023 | 6:30 PM | Regular Meeting |
| April 19, 2023 | 6:30 PM | Regular Meeting |
| May 17, 2023 | 6:30 PM | Regular Meeting |
| June 21, 2023 | 6:30 PM | Regular Meeting |

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Special Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 24 hours prior to the special meeting in accordance with Government Code Section 54956.



Brittney Moore, Chief Board Clerk

Dated: December 15, 20

**BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
DECEMBER 21, 2022 beginning at 6:30 PM**



**DISTRICT ADMINISTRATIVE OFFICE
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA**

PHONE CALL IN: (253) 215-8782

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Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above.

CALL TO ORDER:

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the General Manager.

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIANCE:

VISITORS:

PUBLIC COMMENT:

The Public shall have the opportunity to directly address the Board on any item of interest to the public before or during the Board's consideration of that item pursuant to Government Code Section 54954.3. Public comment on items of interest within the jurisdiction of the Board is welcome. The Presiding Officer will limit comments to three (3) minutes per speaker.

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (I/A)

All items under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board, Audience, or Staff request a specific item be removed for separate discussion/action before the motion to approve the Consent Calendar.

CC-1a. Minutes of the Regular Meeting – November 16, 2022 (A)

CC-1b. Minutes of the Special Meeting – December 5, 2022 (A)

CC-1c. Minutes of the Special Meeting – December 12, 2022 (A)

Recommendation:

Approve the minutes of the November 16, 2022, Regular Meeting, and the minutes of the December 5, 2022, and December 12, 2022 Special Meetings.

- CC-2. Revenue Analysis Report for November 2022 (I)
- CC-3. Assessor/Collector's Roll Adjustment for November 2022 (I)
- CC-4. Treasurer's Report for November 2022 (I)
- CC-5. Treasurer's Report of Fund Balances for November 2022 (I)
- CC-6. Operating Budget Analysis for November 2022 (I)
- CC-7. Capital Projects Summary for November 2022 (I)
- CC-8. Warrants for November 2022 (I)
- CC-9. Purchase Card Distributions for November 2022 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2022 Water Supply (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Extend Resolution 07-2021 Authorizing Remote Public Meetings (A)
 - Recommendation:
Extend Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.
- CC-18. Discussion and Possible Action to Approve a Professional Services Agreement with JDH Corrosion Consultants, Inc. (A)
 - Recommendation:
Approve the Professional Services Agreement with JDH Corrosion Consultants, Inc. and Authorize the General Manager to Execute the Agreement
- CC-19. Discussion and Possible Action to Approve a Professional Services Agreement with West Yost Associates, Inc.
 - Recommendation:
Approve the Professional Services Agreement with West Yost Associates, Inc. and Authorize the General Manager to Execute the Agreement and Subsequent Task Orders.
- CC-20. Discussion and Possible Action to Approve a Professional Services Agreement with CPS HR Consulting
 - Recommendation:
Approve the professional services agreement with CPS HR Consulting and authorize the General Manager to execute the agreement and subsequent task orders.
- CC-21. Discussion and Possible Action to Ratify Appointment of PERS Annuitant Carlos Urrutia as Interim Director of Finance and Administrative Services, Pursuant to Procedure in Government Code Section 21221(h)
 - Recommendation:
Approve Resolution No 15-2022, requesting approval of PERS for the hiring of PERS annuitant, Carlos Urrutia to Perform Temporary and Critical Services of Interim Director of Finance and Administrative Services, pursuant to the Procedure set forth in Government Code Section 21221(h)

PRESENTATIONS:

- P-1. Administer Oath of Office to Raymond A. Riehle and David C. Wheaton
Recommendation:
Administer the Oaths of Office to Directors of Divisions 2 and 3.

PUBLIC HEARINGS:

None.

STUDY SESSION:

None.

BUSINESS:

- B-1. Selection of President and Vice President (A)

Recommendation:

Consider selection of President and Vice President of the Board of Directors.

- B-2. Discussion and Possible Action to Appoint 2022-2023 Representatives and Alternates (A)

Recommendation:

Consider appointments of member of the Board of Directors or Staff to serve as District representatives to various organizations.

- B-3. Appoint District Officers (A)

Recommendation:

Consider appointments to Officer Positions for the District.

- B-4. Discussion and Possible Action to Approve a Cost of Living Adjustment (A)

Recommendation:

1. Amend District Policy No. 4101.A1 Salary Schedule to include a 4.8 percent Cost-of-Living Adjustment to the District's Salary Schedule effective January 2, 2023; and
2. Amend District Policy 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 to include a 4.8 percent Cost-of-Living Adjustment to the monthly insurance benefit amount for retirees.
3. Amend District Policy No. 4101.A2 Other Compensation to include an Adjustment to the District's Standby Duty Pay
4. Provide direction to staff regarding Compensation of the Board of Directors.

- B-5. Discussion and Possible Action to Approve District Policy Updates (A)

Recommendations:

Approve updates to the District's Human Resources Policies 4311: Compassionate Leave and 4350: Holidays

MANAGEMENT SERVICES REPORTS (I):

- MS-1. 2023 Board Meeting Schedule

CONSULTANTS' AND LEGAL COUNSEL'S REPORTS (I):

None.

DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):

- D-1. Regional Water Authority (Sheehan/Straus).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Wheaton).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Moore).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Park-Kim).
- D-8. RWA Legislative and Regulatory Affairs Update (Park-Kim).
- D-9. Customer Advisory Committee (Riehle/Park-Kim).
- D-10. Other Reports.

CLOSED SESSION:

None.

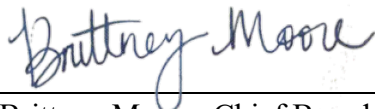
FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

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| April 19, 2023 | 6:30 PM | Regular Meeting |
| May 17, 2023 | 6:30 PM | Regular Meeting |
| June 21, 2023 | 6:30 PM | Regular Meeting |

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Regular Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 72 hours prior to the Regular meeting in accordance with Government Code Section 54954.2.



Brittney Moore, Chief Board Clerk

Dated: December 15, 2022

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
November 16, 2022

The Regular Meeting of the Board of Directors was called to order at 6:39 p.m. by President Sheehan and role was called. Present were:

Caryl F. Sheehan, President
Raymond A. Riehle, Vice President
David C. Wheaton, Director

Staff:

Tamar Dawson, Assistant Engineer
Tim Katkanov, Engineering / GIS Technician
Brittney Moore, Administrative Services Manager/ Chief Board Clerk
Josh Nelson, Assistant General Counsel
Lea Park-Kim, Communications and Public Engagement Manager
Missy Pieri, Director of Engineering
Rebecca Scott, Director of Operations
Hilary Straus, General Manager

Renee Baur, Bender Rosenthal, Inc.
Vivian Thompson, Bender Rosenthal, Inc.

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

- CC-1a. Minutes of the Regular Meeting – October 19, 2022 (A)
- CC-1b. Minutes of the Special Meeting – October 24, 2022 (A)
- CC-1c. Minutes of the Special Meeting – November 7, 2022 (A)

Recommendation:

Approve the minutes of the October 19, 2022, Regular Meeting, and the minutes of the October 24, 2022, and November 7, 2022 Special Meetings.

- CC-2. Revenue Analysis Report for October 2022 (I)
- CC-3. Assessor/Collector's Roll Adjustment for October 2022 (I)
- CC-4. Treasurer's Report for October 2022 (I)
- CC-5. Treasurer's Report of Fund Balances for October 2022 (I)

- CC-6. Operating Budget Analysis for October 2022 (I)
- CC-7. Capital Projects Summary for October 2022 (I)
- CC-8. Warrants for October 2022 (I)
- CC-9. Purchase Card Distributions for October 2022 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2022 Water Supply (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Extend Resolution 07-2021 Authorizing Remote Public Meetings (A)

Recommendation:

Extend Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.

- CC-18. Discussion and Possible Action to Approve District Policy Updates (A)

Recommendations:

1. Approve updates to the District's Operations Policies (5000 Series)
2. Approve updates to the District's Human Resources Policies 4112 and 4120
3. Approve updates to the District Policy 6500: Purchasing and Procurement

Vice President Riehle requested Item CC-18 be pulled from the Consent Calendar for discussion.

Staff presented on District Policy Updates.

Vice President Riehle moved, and President Sheehan seconded a motion to place Item CC-18 back onto the Consent Calendar.

ACTION:

Vice President Riehle moved and Director Wheaton seconded a motion to approve the consent calendar.

The motion carried 3-0 with all Directors voting yes.

PRESENTATIONS:

- P-1. District-Wide Easement Project Update (I/D)

PUBLIC HEARINGS:

None.

STUDY SESSION:

None.

BUSINESS:

None.

MANAGEMENT SERVICES REPORTS (I):

None.

CONSULTANTS' AND LEGAL COUNSEL'S REPORTS (I):

None.

DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):

- D-1. Regional Water Authority (Sheehan/Straus).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Wheaton).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Moore).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Park-Kim).
- D-8. RWA Legislative and Regulatory Affairs Update (Park-Kim).
- D-9. Customer Advisory Committee (Riehle/Park-Kim).
- D-10. Other Reports.

CLOSED SESSION:

None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:53 p.m.

APPROVED:

BRITTNEY C. MOORE
Chief Board Clerk
Citrus Heights Water District

CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
December 5, 2022

The Special Meeting of the Board of Directors was called to order at 6:01 p.m. by President Sheehan and roll was called. Present were:

Caryl F. Sheehan, President
Raymond A. Riehle, Vice President
David C. Wheaton, Director

Staff:

Hilary Straus, General Manager
Carlos Urrutia, Interim Director of Finance and Administrative Services, as a resource for finance and human resources issues

Also:

Terri Highsmith, Colantuono, Highsmith & Whatley, as a resource for legal issues
Katherine Korsak, Regional Government Services, as a resource for finance issues

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

The Board adjourned into Closed Session at 6:03 PM.

CLOSED SESSION:

CL-1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code, section 54957.6
Agency designated representatives: Hilary Straus, General Manager,
Teresa Highsmith, Special Counsel
Employee Organization: Unrepresented Employees

The Board adjourned out of Closed Session at 6:53 PM.

Reportable Action: The Board of Directors met in Closed Session with its designated representatives, reviewed compensation for Citrus Heights Water District's unrepresented employees, and direction was provided to the Agency's designated representatives.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 6:54 p.m.

APPROVED:



HILARY M. STRAUS
Secretary
Citrus Heights Water District

CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
December 12, 2022

The Special Meeting of the Board of Directors was called to order at 6:00 p.m. by President Sheehan and roll was called. Present were:

Caryl F. Sheehan, President
Raymond A. Riehle, Vice President
David C. Wheaton, Director

Staff:

Steve Anderson, General Counsel
Brittney Moore, Administrative Services Manager/ Chief Board Clerk
Lea Park-Kim, Communications & Public Engagement Manager
Melissa Pieri, Director of Engineering/ District Engineer
Rebecca Scott, Director of Operations
Kayleigh Shepard, Management Analyst
Hilary Straus, General Manager
Carlos Urrutia, Interim Director of Finance and Administrative Services

Habib Isaac, IB Consulting
Katherine Korsak, Regional Government Services

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

Charles Goerlich, Resident
Tom Camey, Resident
Kathy Morris, Resident

BUSINESS:

President Sheehan declared the public hearing open at 6:05pm.

Chief Board Clerk, Brittney Moore stated for the record that 14 Proposition 218 Protest Letters were received.

President Sheehan closed the public hearing at 7:38pm.

B-1. Water Rates and Miscellaneous Charges and Fees Effective 2023 (A)

ACTION:

Vice President Riehle moved and Director Wheaton seconded a motion to approve the adoption of Resolution 12-2022 Establishing Water Rates

and Miscellaneous Charges and Fees Effective Fiscal Year 2023.

The motion carried 3-0 with all Directors voting yes.

B-2. Capacity Charges Effective 2023 (A)

ACTION:

Director Wheaton moved and Vice President Riehle seconded a motion to approve the adoption of Resolution 13-2022 Establishing Capacity Charges Effective Fiscal Year 2023.

The motion carried 3-0 with all Directors voting yes.

B-3. 2023 Operating and Capital Improvements Budgets (A)

ACTION:

Vice President Riehle moved and Director Wheaton seconded a motion to approve the adoption of Resolution 14-2022 Establishing Fiscal Year 2023 Operating and Capital Improvement Budgets.

The motion carried 3-0 with all Directors voting yes.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:49 p.m.

APPROVED:

BRITTNEY C. MOORE
Chief Board Clerk
Citrus Heights Water District

CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

November 2022

REVENUE ANALYSIS

Outstanding Receivables

| Aged Trial Balance | | | | | |
|--------------------|-----------|---------|--------|---------|-------------------|
| Total | Current | 31-90 | 91-150 | >150 | Unapplied Current |
| 1,646,120 | 1,464,085 | 128,556 | 54,295 | 100,391 | 101,206 |

| General Ledger Balance | Total |
|-------------------------|---------------------|
| Outstanding A/R | 1,705,378.39 |
| Outstanding Liens | - |
| Outstanding Grants | 1,892 |
| A/R Other | (25,348) |
| Less Unapplied Payments | (118,050) |
| Total | \$ 1,563,873 |

**CITRUS HEIGHTS WATER DISTRICT
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
November 30, 2022**

CC-03

| Reason For Cancellation | Charge Type | Amount |
|------------------------------------|--------------------|------------------|
| Doesn't want to pay deposit | DEPOSIT | 212.00 |
| System not allowing deposit refund | DEPOSIT | <u>225.00</u> |
| | | <u>\$ 437.00</u> |

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
November 2022

| | | |
|---|-----------|-------------|
| Bank of the West | | |
| Beginning Balance | | \$8,325,074 |
| RECEIPTS: | 1,799,112 | |
| DISBURSEMENTS: | | |
| Checks Issued / ACH Payments | 793,769 | |
| Payroll | 565,999 | |
| Returned Checks | 1,507 | |
| | 1,361,276 | 437,837 |
| Bank of the West | | |
| Balance per Bank 11/30/2022 | | 8,762,911 |
| Unaudited Outstanding Checks | | (58,947) |
| Unaudited Deposit in Transit | | 210,859 |
| Unaudited Balance Per Books 11/30/2022 | | \$8,914,822 |

| | |
|------------------------------|--------------|
| RECONCILEMENT: | |
| Bank of the West | \$8,762,911 |
| Local Agency Investment Fund | 14,619,177 |
| Money Mkt Activity Account | 549,176 |
| TOTAL BALANCE | \$23,931,264 |


| | |
|---------------------------------------|--------------|
| CASH & INVESTMENT SUMMARY: | |
| Bank of the West (General Account) | 8,762,911 |
| Local Agency Investment Fund | 14,619,177 |
| Money Mkt Activity Account | 549,176 |
| Total | \$23,931,264 |

| INSTITUTION | MATURITY DATE | INT RATE | DEPOSIT AMOUNT | DATE OF LAST TRANSACTION |
|------------------------------|---------------|----------|----------------|--------------------------|
| Local Agency Investment Fund | Daily | 1.35% | 49,575.00 | 10/15/2022 |

I certify that this report accurately reflects all pooled investments and is in compliance with applicable State of California Government Codes and is in conformity with Investment of District Funds Policy 6300. As Treasurer of the Citrus Heights Water District, I hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six months' estimated expenditures.

Carlos Urrutia

CARLOS URRUTIA
Deputy Treasurer



HILARY M. STRAUS
Secretary

Signed: 12/15/2022

TREASURER'S REPORT OF FUND BALANCES
November 30, 2022

| Fund Name | Beginning Balance 01/01/2022 | Year to Date Transfers In / Collections | Year to Date Transfers Out | Current Month Transfers In / Collections | Current Month Transfers Out | Ending Balance 11/30/2022 | 2022 Target Balance per Policy |
|--|------------------------------------|---|-------------------------------|--|--------------------------------|------------------------------|--------------------------------------|
| Operating Fund | \$ 6,844,823 | \$ 17,183,107 | \$ (14,942,702) | \$ 1,799,112 | \$ (1,361,276) | \$ 9,523,064 | \$ 2,334,017 |
| Operating Reserve | \$ 3,592,065 | \$ - | \$ - | \$ - | \$ - | \$ 3,592,065 | N/A |
| Rate Stabilization Fund | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ 1,000,000 | \$ 1,000,000 |
| Capital Improvement Reserve | \$ 2,796,860 | \$ - | \$ - | \$ - | \$ - | \$ 2,796,860 | \$ 2,681,248 |
| Restricted for Debt Service | \$ 536,963 | \$ - | \$ - | \$ - | \$ - | \$ 536,963 | N/A |
| Water Supply Reserve | \$ 2,623,173 | \$ - | \$ - | \$ - | \$ - | \$ 2,623,173 | N/A |
| Water Efficiency Reserve | \$ 200,000 | \$ - | \$ - | \$ - | \$ - | \$ 200,000 | \$ 200,000 |
| Water Meter Replacement Reserve | \$ 1,725,000 | \$ - | \$ - | \$ - | \$ - | \$ 1,725,000 | N/A |
| Fleet Equipment Reserve | \$ 334,253 | \$ - | \$ - | \$ - | \$ - | \$ 334,253 | \$ 318,559 |
| Employment-Related Benefits Reserve | \$ 986,962 | \$ - | \$ - | \$ - | \$ - | \$ 986,962 | \$ 986,962 |
| | <u>\$ 20,640,099</u> | <u>17,183,107</u> | <u>\$ (14,942,702)</u> | <u>\$ 1,799,112</u> | <u>\$ (1,361,276)</u> | <u>\$ 23,318,340</u> | <u>\$ 7,520,786</u> |

Carlos Urrutia

CARLOS URRUTIA, Deputy Treasurer

TREASURER'S REPORT OF FUND BALANCES
November 30, 2022

Fund Transfers Summary:

| | | |
|---------------------------------|-----------------------|--|
| The Operating Fund Transferred: | \$ 1,799,112 | from funds collected in November 2022 per Treasurer's Report |
| | <u>\$ (1,361,276)</u> | disbursements made in November 2022 per Treasurer's Report |
| | \$ 437,837 | |

Citrus Heights Water District
Budget Performance Report
As of 11/30/2022

CC-06

| | November | Year-to-Date | Year-to-Date | YTD Variance | | Annual |
|--|---------------------|----------------------|----------------------|--------------------|---------------|----------------------|
| | Actual | Actual | Budget | Amount | Percent | Budget |
| Revenues | | | | | | |
| Metered Service Charges | \$1,197,817.97 | \$10,620,913.06 | \$10,151,708.42 | \$469,204.64 | 4.62% | \$11,074,591.00 |
| Metered Water Deliveries | 710,504.78 | 5,392,850.40 | 5,322,729.00 | 70,121.40 | 1.32% | 5,799,716.00 |
| Water Main Replacement Revenue | 140,165.06 | 1,094,500.12 | 1,259,590.75 | (165,090.63) | -13.11% | 1,374,099.00 |
| Non-Metered Service Charges | | 8,850.94 | 128,337.00 | (119,486.06) | -93.10% | 140,000.00 |
| Penalties | 264.00 | 33,243.94 | 137,663.00 | (104,419.06) | -75.85% | 150,000.00 |
| Interest | 3,725.73 | 123,581.01 | 42,163.00 | 81,418.01 | 193.10% | 45,991.00 |
| Backflow Fees | 7,111.44 | 63,638.16 | 106,337.00 | (42,698.84) | -40.15% | 116,000.00 |
| Water Service Install & S&R | | 77,344.19 | 526,075.00 | (448,730.81) | -85.30% | 573,900.00 |
| Grant Funds | | 106,027.81 | | 106,027.81 | 0.00% | |
| Miscellaneous * | 49.00 | 30,129.94 | 134,750.00 | (104,620.06) | -77.64% | 147,000.00 |
| Cost Reimbursements | 4,481.81 | 84,889.53 | | 84,889.53 | 0.00% | |
| Income - Wheeling Water | | 64,559.09 | 2,475.00 | 62,084.09 | 2508.45% | 2,700.00 |
| Income - Connection Fees | | 49,684.00 | | 49,684.00 | 0.00% | |
| Total Revenue | 2,064,119.79 | 17,750,212.19 | 17,811,828.17 | (61,615.98) | -0.35% | 19,423,997.00 |
| *includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources | | | | | | |
| Operating Expenses | | | | | | |
| Cost of Water | | | | | | |
| Purchased Water | 736,195.74 | 2,662,700.61 | 2,874,441.13 | (211,740.52) | -7.37% | 3,135,753.96 |
| Ground Water | 114,023.01 | 935,312.69 | 1,093,618.68 | (158,305.99) | -14.48% | 1,193,038.56 |
| | 850,218.75 | 3,598,013.30 | 3,968,059.81 | (370,046.51) | -9.33% | 4,328,792.52 |
| Labor & Benefits | | | | | | |
| Labor Regular | 393,316.58 | 3,197,753.72 | 3,424,139.29 | (226,385.57) | -6.61% | 3,735,424.68 |
| Labor Taxes | 27,106.00 | 241,871.36 | 260,716.50 | (18,845.14) | -7.23% | 284,418.00 |
| Labor Workers Comp | 18,928.19 | 53,298.20 | 91,758.37 | (38,460.17) | -41.91% | 100,100.04 |
| Labor External | 1,650.19 | 42,072.34 | 99,990.11 | (57,917.77) | -57.92% | 109,080.12 |
| Benefits Med/Den/Vis | 35,114.95 | 488,390.97 | 471,534.91 | 16,856.06 | 3.57% | 514,401.72 |
| Benefits LTD/Life/EAP | 3,685.09 | 60,817.46 | 134,513.94 | (73,696.48) | -54.79% | 146,742.48 |
| Benefits CalPers | 35,312.51 | 270,468.22 | 318,432.73 | (47,964.51) | -15.06% | 347,381.16 |
| Benefits Other | 8,371.11 | 119,300.42 | 126,185.29 | (6,884.87) | -5.46% | 137,656.68 |
| Benefit Retiree Expenses | 4,239.66 | 46,636.26 | 54,189.74 | (7,553.48) | -13.94% | 59,116.08 |
| Benefit Unemployment | | | 8,463.18 | (8,463.18) | -100.00% | 9,232.56 |
| Benefit GASB 68 | | 442,771.00 | 411,743.31 | 31,027.69 | 7.54% | 449,174.52 |
| Capitalized Labor & Benefit Contra | (23,210.53) | (513,104.11) | (458,333.26) | (54,770.85) | 11.95% | (499,999.92) |
| | 504,513.75 | 4,450,275.84 | 4,943,334.11 | (493,058.27) | -9.97% | 5,392,728.12 |
| General & Administrative | | | | | | |
| Fees & Charges | 12,606.99 | 148,667.00 | 221,269.51 | (72,602.51) | -32.81% | 241,384.92 |
| Regulatory Compliance/Permits | 133.00 | 57,539.53 | 120,532.50 | (62,992.97) | -52.26% | 131,490.00 |
| District Events & Recognition | 2,458.50 | 27,872.18 | 55,504.13 | (27,631.95) | -49.78% | 60,549.96 |
| Cash Over/Short | | 0.10 | | 0.10 | 0.00% | |
| Maintenance/Licensing | 9,075.00 | 147,892.01 | 156,499.75 | (8,607.74) | -5.50% | 170,727.00 |

Citrus Heights Water District
Budget Performance Report
As of 11/30/2022

CC-06

| | November | Year-to-Date | Year-to-Date | YTD Variance | | Annual |
|--|---------------------|----------------------|----------------------|-----------------------|----------------|----------------------|
| | Actual | Actual | Budget | Amount | Percent | Budget |
| Equipment Maintenance | 5,890.50 | 67,746.31 | 116,966.63 | (49,220.32) | -42.08% | 127,599.96 |
| Professional Development | 7,684.48 | 84,189.49 | 155,676.62 | (71,487.13) | -45.92% | 169,829.04 |
| Department Admin | | 153.97 | 18,058.48 | (17,904.51) | -99.15% | 19,700.16 |
| Dues & Subscriptions | 2,601.93 | 197,151.53 | 177,529.11 | 19,622.42 | 11.05% | 193,668.12 |
| Fuel & Oil | 7,605.57 | 85,327.90 | 60,720.00 | 24,607.90 | 40.53% | 66,240.00 |
| General Supplies | 996.47 | 63,764.71 | 92,216.74 | (28,452.03) | -30.85% | 100,600.08 |
| Insurance - Auto/Prop/Liab | 22,901.52 | 103,446.17 | 102,850.00 | 596.17 | 0.58% | 112,200.00 |
| Leasing/Equipment Rental | 4,569.28 | 22,906.33 | 31,991.74 | (9,085.41) | -28.40% | 34,900.08 |
| Other Agency Cost Reimbursement | | 1,851.58 | | 1,851.58 | 0.00% | |
| Parts & Materials | 16,464.25 | 476,910.91 | 50,416.63 | 426,494.28 | 845.94% | 54,999.96 |
| Postage/Shipping/Freight | 5,128.27 | 75,203.30 | 126,958.37 | (51,755.07) | -40.77% | 138,500.04 |
| Rebates & Incentives | 1,175.00 | 24,706.33 | 33,916.63 | (9,210.30) | -27.16% | 36,999.96 |
| Telecom/Network | 4,704.04 | 45,584.26 | 47,465.00 | (1,880.74) | -3.96% | 51,780.00 |
| Tools & Equipment | 1,758.77 | 50,204.56 | 73,516.74 | (23,312.18) | -31.71% | 80,200.08 |
| Utilities | 2,825.47 | 34,876.14 | | 34,876.14 | 0.00% | |
| Write-Off Bad Debt Exp | | 65.64 | 4,583.37 | (4,517.73) | -98.57% | 5,000.04 |
| Capitalized G&A Contra | (15,283.88) | (540,117.48) | | (540,117.48) | 0.00% | |
| Capitalized Equipment Contra | (18,971.44) | (460,047.83) | | (460,047.83) | 0.00% | |
| | <u>74,323.72</u> | <u>715,894.64</u> | <u>1,646,671.95</u> | <u>(930,777.31)</u> | <u>-56.52%</u> | <u>1,796,369.40</u> |
| Professional & Contract Services | | | | | | |
| Support Services | 148,550.31 | 1,099,462.10 | 1,365,402.39 | (265,940.29) | -19.48% | 1,489,529.88 |
| Legal Services | 25,027.92 | 223,425.98 | 261,250.00 | (37,824.02) | -14.48% | 285,000.00 |
| Printing Services | 225.00 | 26,155.76 | 44,916.74 | (18,760.98) | -41.77% | 49,000.08 |
| | <u>173,803.23</u> | <u>1,349,043.84</u> | <u>1,671,569.13</u> | <u>(322,525.29)</u> | <u>-19.29%</u> | <u>1,823,529.96</u> |
| Reserves & Debt Services | | | | | | |
| Interest Expense | | 40,863.54 | 63,941.36 | (23,077.82) | -36.09% | 69,754.21 |
| Net Increase(Decrease) in Value of Investments | | (37,190.54) | | (37,190.54) | 0.00% | |
| | | <u>3,673.00</u> | <u>63,941.36</u> | <u>(60,268.36)</u> | <u>-94.26%</u> | <u>69,754.21</u> |
| Total Operating Expenses | <u>1,602,859.45</u> | <u>10,116,900.62</u> | <u>12,293,576.36</u> | <u>(2,176,675.74)</u> | <u>-17.71%</u> | <u>13,411,174.21</u> |
| Net Income / (Expense) | <u>461,260.34</u> | <u>7,633,311.57</u> | <u>5,518,251.81</u> | <u>2,115,059.76</u> | <u>38.33%</u> | <u>6,012,822.79</u> |

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 11/2022

CC-7

| Project Number | Project Name | BUDGET | | AMOUNTS PAID | | | Remaining Budget |
|---------------------------------|--------------------------------|-------------------------|-------------------------|---------------|--------------------|--------------------|--------------------|
| | | Project Forecast Budget | Expenditures to 12/2021 | Month to Date | Year to Date | Project to Date | |
| C16-134 | Auburn Blvd-Rusch Park Placer | \$167,000 | \$3,906 | \$0 | \$4,846 | \$8,752 | \$158,248 |
| C19-108 | 6230 Sylvan East Wall | \$7,653 | \$16,748 | \$0 | \$0 | \$16,748 | \$0 |
| C20-108 | Corp Yard PreArchitecture Stdy | \$100,000 | \$1,676 | \$0 | \$0 | \$1,676 | \$98,324 |
| C20-109 | Corp Yard Plans Specs Estimate | \$400,000 | \$0 | \$0 | \$0 | \$0 | \$400,000 |
| C22-040C | Mariposa SR2S Phase4 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Construction in Progress | | \$674,653 | \$22,330 | \$0 | \$4,846 | \$27,176 | \$656,572 |
| C22-010 | Water Main Replacements | \$50,000 | \$0 | \$0 | \$18,577 | \$18,577 | \$31,423 |
| C22-011 | Water Valve Replacements | \$75,000 | \$0 | \$0 | \$85,787 | \$85,787 | (\$10,787) |
| C22-012 | Water Service Connections | \$825,000 | \$0 | \$0 | \$986,057 | \$986,057 | (\$161,057) |
| C22-013 | Water Meter Replacements | \$100,000 | \$0 | \$0 | \$22,537 | \$22,537 | \$77,463 |
| C22-014 | Fire Hydrants | \$125,000 | \$0 | \$0 | \$122,360 | \$122,360 | (\$122,360) |
| Annual Infrastructure | | \$1,175,000 | \$0 | \$0 | \$1,235,317 | \$1,235,317 | (\$185,317) |
| C15-104B | Document Management System | \$244,639 | \$95,361 | \$0 | \$18,880 | \$114,241 | \$220,398 |
| C22-003 | Fleet/Field Operations Equip | \$260,000 | \$0 | \$0 | \$89,957 | \$89,957 | \$170,043 |
| C22-004 | Technology Hardware/Software | \$56,650 | \$0 | \$0 | \$9,888 | \$9,888 | \$46,762 |
| Fleet and Equipment | | \$561,289 | \$95,361 | \$0 | \$118,725 | \$214,086 | \$437,203 |
| C15-109 | Blossom Hill Way 6" & 10" Inte | \$27,777 | \$0 | \$0 | \$0 | \$0 | \$27,777 |
| C15-110 | Crestmont Ave 6" Intertie | \$24,979 | \$91 | \$0 | \$0 | \$91 | \$24,888 |
| C20-105 | Walnut Drive | \$105,247 | \$15,283 | \$0 | \$0 | \$0 | \$101,515 |
| C20-106 | Wisconsin Drive | \$301,990 | \$42,391 | \$0 | \$0 | \$71 | \$259,599 |
| C21-101 | Antelope & Rusch Park | \$187,741 | \$123,724 | \$0 | \$71 | \$24,710 | \$63,946 |
| C21-102 | Old Auburn Road | \$91,459 | \$1,003 | \$0 | \$0 | \$1,026 | \$91,459 |
| C21-103 | Pratt Ave | \$39,043 | \$46,820 | \$765 | \$37,127 | \$479,441 | \$1,916 |
| C21-104 | Mesa Verde HS | \$118,779 | \$49,767 | \$0 | \$80,623 | \$681,658 | \$38,156 |
| C21-105 | Madison Ave & Dewey Dr | \$28,138 | \$3,147 | \$0 | \$933 | \$7,653 | \$27,205 |
| C22-101 | Carriage Drive | \$427,104 | \$0 | \$3,037 | \$112,733 | \$549,133 | \$314,371 |
| C22-104 | Patton Ave Main | \$45,433 | \$0 | \$0 | \$0 | \$0 | \$45,433 |

| | | | | | | | |
|-------------------------------|--------------------------------|--------------------|--------------------|----------------|--------------------|--------------------|--------------------|
| C22-105 | Reno Ln Main | \$45,000 | \$0 | \$0 | \$0 | \$0 | \$45,000 |
| Water Mains | | \$1,442,690 | \$282,226 | \$3,802 | \$231,487 | \$1,743,783 | \$1,041,265 |
| C21-040 | Other City Partnerships | \$52,551 | \$0 | \$0 | \$0 | \$0 | \$52,551 |
| C21-040A | Greenback Ln Complete Streets | \$0 | \$30 | \$0 | \$16,775 | \$16,805 | (\$16,775) |
| C21-040B | Elec. Greenway Bike Trail | \$0 | \$1,647 | \$0 | \$150 | \$1,797 | (\$150) |
| C21-040C | MSR2S Phase4 | \$0 | \$11,007 | \$0 | \$6,957 | \$17,964 | (\$6,957) |
| C21-040E | Bonita Storm Drain | \$0 | \$29,254 | \$0 | \$958 | \$30,213 | (\$958) |
| C21-041 | Other Misc Infrastructure | \$12,551 | \$0 | \$0 | \$0 | \$0 | \$12,551 |
| C21-041A | Valve Box Raising | \$0 | \$32,407 | \$0 | \$8,000 | \$40,407 | (\$8,000) |
| C21-041B | Greenback Acquisition | \$415,000 | \$2,159 | \$0 | \$298,314 | \$300,474 | \$114,526 |
| C22-005 | Facilities Improvements | \$100,000 | \$0 | \$0 | \$28,848 | \$28,848 | \$71,152 |
| C22-040 | Other City Partnerships | \$100,000 | \$0 | \$0 | \$0 | \$0 | \$100,000 |
| C22-040D | SACOG 22 AC Overlay P1 | \$0 | \$0 | \$0 | \$174 | \$174 | (\$174) |
| C22-040E | San Juan Ave Complete Streets | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| C22-041 | Other Misc Infrastructure | \$82,347 | \$0 | \$0 | \$0 | \$0 | \$82,347 |
| C22-102 | Well Site Acquisition | \$0 | \$0 | \$0 | \$254,058 | \$254,058 | (\$254,058) |
| Miscellaneous Projects | | \$762,449 | \$76,504 | \$0 | \$614,235 | \$690,739 | \$146,055 |
| C17-104 | Groundwater Well Property Acq | \$640,000 | \$370,943 | \$0 | \$0 | \$370,943 | \$264,090 |
| C17-104A | Well #7 Patton | \$250,000 | \$181,377 | \$0 | \$67,726 | \$249,103 | \$897 |
| C17-104B | Well #8 Highland | \$0 | \$251,862 | \$0 | \$0 | \$251,862 | (\$251,862) |
| C20-107 | Well Design & Construction | \$1,105,500 | \$0 | \$526 | \$317,744 | \$317,744 | \$787,756 |
| C22-020 | Groundwater Well Improvements | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$150,000 |
| C22-102A | SJUSD Property | \$0 | \$0 | \$0 | \$5,582 | \$5,582 | (\$5,582) |
| C22-103 | Well Design Construct Highland | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Wells | | \$2,145,500 | \$804,182 | \$526 | \$391,052 | \$1,195,234 | \$945,299 |
| Grand Totals: | | \$6,761,581 | \$1,280,604 | \$4,328 | \$2,595,661 | \$5,106,335 | \$3,041,077 |

NOVEMBER 2022 WARRANTS

| <u>CHECK</u> | <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------|-------------------------------------|---------------------------------|---------------|
| 74566 | MARGARET J CARPENTER TRUST | Customer Refund | \$168.75 |
| 74567 | Potts Family Trust | Customer Refund | \$64.38 |
| 74568 | Donald W/Erin M Purdy | Customer Refund | \$129.57 |
| 74569 | Daniel/Edidia Demian | Customer Refund | \$303.94 |
| 74570 | Charles C Boone Trust | Customer Refund | \$222.35 |
| 74571 | Darin/Holly C Holcombe | Customer Refund | \$143.93 |
| 74572 | Christopher D/Danielle K Williams | Customer Refund | \$7.30 |
| 74573 | SUSANNE M DELL 2005 TRUST | Customer Refund | \$225.00 |
| 74574 | Ting Tsai | Customer Refund | \$32.86 |
| 74575 | Marques General Engineering | Customer Refund | \$1,791.49 |
| 74576 | Andrey Zhuravel | Customer Refund | \$19.30 |
| 74577 | ABA DABA RENTALS AND SALES | Supplies-Field | \$352.42 |
| 74578 | AFLAC | Employee Paid Insurance | \$176.93 |
| 74579 | AREA RESTROOM SOLUTIONS | Equipment Rental- Field | \$159.76 |
| 74580 | CITRUS HEIGHTS COMMUNITY CENTER | Equipment Rental-Office | \$801.00 |
| 74581 | TAMAR DAWSON | Professional Development | \$45.00 |
| 74582 | FERGUSON ENTERPRISES INC 1423 | Material | \$23,132.19 |
| 74583 | KEI WINDOW CLEANING 12 | Janitorial | \$120.00 |
| 74584 | LUND CONSTRUCTION | Contract Services-Engineering | \$36,362.18 |
| 74585 | MESSENGER PUBLISHING GROUP | Publication Notices | \$225.00 |
| 74586 | NOWSPEED INC | Contract Services-Other | \$250.00 |
| 74587 | PACE SUPPLY CORP | Material | \$24,741.52 |
| 74588 | PAT WEST LLC | Contract Services-Other | \$12,311.69 |
| 74589 | POLLARDWATER COM EAST | Small Tools | \$1,724.00 |
| 74590 | QUICK QUACK CAR WASH | Maintenance Agreement-Equipment | \$298.30 |
| 74591 | RDO EQUIPMENT | Repair-Trucks | \$109.75 |
| 74592 | RED WING SHOE STORE | Small Tools | \$507.71 |
| 74593 | REPUBLIC SERVICES 922 | Utilities | \$444.71 |
| 74594 | REGIONAL GOVERNMENT SERVICES | Contract Services-Other | \$22,499.86 |
| 74595 | RIVER CITY STAFFING GROUP | Temporary Labor | \$1,100.00 |
| 74596 | SAGENT | Contract Services-Other | \$5,187.50 |
| 74597 | SHRED CITY | Contract Services-Other | \$1,500.00 |
| 74598 | SMUD | Utilities | \$58,365.58 |
| 74599 | STATE WATER RESOURCES CONTROL BOARD | Dues & Subscriptions | \$65.00 |
| 74600 | T MOBILE | Telephone-Wireless | \$896.40 |
| 74601 | TEE JANITORIAL MAINTENANCE | Contract Services-Other | \$2,989.00 |
| 74602 | THIRDRAIL | Contract Services-Other | \$14,117.76 |
| 74603 | TIAA COMMERCIAL FINANCE INC | Equipment Rental-Office | \$522.59 |
| 74604 | WEST YOST ASSOCIATES | Contract Services-Engineering | \$2,657.25 |
| 74605 | ZANE DEZIGN | Tools/Equipment | \$1,640.93 |
| 74606 | DAVID C FILIMON | Customer Refund | \$24.08 |
| 74607 | Glenn Julyan | Customer Refund | \$273.56 |
| 74608 | Maryann C Castaneda | Customer Refund | \$600.00 |
| 74609 | SCOTT NICHOLS | Customer Refund | \$116.10 |
| 74610 | NMS INVESTMENT CORP | Customer Refund | \$6.61 |
| 74611 | CEC 1 LLC | Customer Refund | \$834.86 |
| 74612 | ALEXANDERS CONTRACT SERVICES | Contract Services-Meter Read | \$4,432.67 |
| 74613 | ANSWERNET | Telephone-Answering Service | \$367.35 |
| 74614 | AWWA | Dues & Subscriptions | \$4,571.00 |
| 74615 | DEBORAH BRYANT | Toilet Rebate Program | \$75.00 |
| 74616 | BSK ASSOCIATES | Water Analysis | \$602.00 |

NOVEMBER 2022 WARRANTS

| <u>CHECK</u> | <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------|-------------------------------------|-----------------------------------|---------------|
| 74617 | CALIFORNIA LANDSCAPE ASSOCIATES INC | Janitorial | \$245.00 |
| 74618 | COGS DALE | Maintenance Agreemnt-Software | \$82,373.58 |
| 74619 | DARRELL COMBS | Toilet Rebate Program | \$75.00 |
| 74620 | ROBIN COPE | Retiree- Health Insurance | \$365.96 |
| 74621 | CSDA | Dues & Subscriptions | \$8,810.00 |
| 74622 | COUNTY OF SACRAMENTO | Permit Fees | \$133.00 |
| 74623 | LOUISA DUBLOIS | Toilet Rebate Program | \$75.00 |
| 74624 | ANDREY FEDOROV | Toilet Rebate Program | \$75.00 |
| 74625 | AARON GLEASON | Toilet Rebate Program | \$50.00 |
| 74626 | GRAINGER | Small Tools | \$147.48 |
| 74627 | JOY GUNGL | Toilet Rebate Program | \$75.00 |
| 74628 | HUNT AND SONS INC | Gas & Oil | \$2,018.27 |
| 74629 | IB CONSULTING LLC | Contract Services- Financial | \$29,725.33 |
| 74630 | J4 SYSTEMS | Contract Services-Other | \$2,526.25 |
| 74631 | MOONLIGHT BPO LLC | Contract Services-Bill Print/Mail | \$6,827.61 |
| 74632 | MICHAEL OR ALLA NAGY | Toilet Rebate Program | \$150.00 |
| 74633 | NAVIANT | Maintenance Agreement-Software | \$3,175.00 |
| 74634 | NINJIO LLC | Dues & Subscriptions | \$130.00 |
| 74635 | ODP BUSINESS SOLUTIONS LLC | Office Expense | \$269.32 |
| 74636 | PACE SUPPLY CORP | Material | \$1,191.06 |
| 74637 | PLANNING PARTNERS INC | Contract Services-Wells | \$4,076.50 |
| 74638 | PAULINE RISBERG | Toilet Rebate Program | \$75.00 |
| 74639 | TRIPEPI SMITH | Contract Services-Other | \$80.00 |
| 74640 | STEPHEN WALKER | Toilet Rebate Program | \$75.00 |
| 74641 | WALKERS OFFICE SUPPLIES | Office Expense | \$96.44 |
| 74642 | WEX BANK | Gas & Oil | \$4,364.43 |
| 74643 | PENNY FAMILY TRUST | Customer Refund | \$35.71 |
| 74644 | MARY ANNE LOTT | Customer Refund | \$21.16 |
| 74645 | FRECHETTE FAMILY TRUST | Customer Refund | \$17.48 |
| 74646 | VICTORIA A GRIESEMER | Customer Refund | \$56.82 |
| 74647 | STEEVE R GELBOND | Customer Refund | \$187.46 |
| 74648 | DONALD KELLI TUCKER | Customer Refund | \$105.94 |
| 74649 | CLAIRE E CAVE TRUST | Customer Refund | \$36.46 |
| 74650 | BARBARA C PACKARD | Customer Refund | \$59.42 |
| 74651 | KEVIN EMILY LEINENWEAVER | Customer Refund | \$40.91 |
| 74652 | JAMBOREE HOUSING CORP | Customer Refund | \$1,703.84 |
| 74653 | BRECKENRIDGE PROP FUND 2016 LLC | Customer Refund | \$106.94 |
| 74654 | ALL PHASE CONSTRUCTION INC | Customer Refund | \$2,006.00 |
| 74655 | ACWA JPIA | Workers Comp Insurance | \$18,928.19 |
| 74656 | MATTHEW OR LESLIE ALLEN | Toilet Rebate Program | \$150.00 |
| 74657 | CALIFORNIA NEVADA SECTION AWWA | Dues & Subscriptions | \$100.00 |
| 74658 | BSK ASSOCIATES | Water Analysis | \$1,369.00 |
| 74659 | COMCAST | Equipment Rental-Office | \$93.45 |
| 74660 | RUSSELL CONNOR | Toilet Rebate Program | \$75.00 |
| 74661 | CONSOLIDATED | Telephone-Local/Long Distance | \$2,949.03 |
| 74662 | CORELOGIC INFORMATION SOLUTIONS INC | Dues & Subscriptions | \$218.55 |
| 74663 | CHARLES OR PATRICIA MELZER | Customer Refund | \$270.39 |
| 74664 | TERRANCE H FARRELL | Customer Refund | \$72.22 |
| 74665 | COLIN RICHARD COOPER | Customer Refund | \$228.14 |
| 74666 | COUNTY OF SACRAMENTO MUNICIPAL SERV | Field Miscellaneous | \$280.50 |
| 74667 | DEBORAH DUDLESTON | Toilet Rebate Program | \$150.00 |
| 74668 | ANTONETTE GAUGHAN | Toilet Rebate Program | \$75.00 |

NOVEMBER 2022 WARRANTS

| <u>CHECK</u> | <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------------|-------------------------------------|---------------------------------|----------------------------|
| 74669 | INTEGRITY ADMINISTRATORS INC | Health Insurance | \$260.80 |
| 74670 | LSL CPAS | Contract Services-Financial | \$8,000.00 |
| 74671 | MISAC | Professional Development | \$650.00 |
| 74672 | PACE SUPPLY CORP | Material | \$868.00 |
| 74673 | RAY RIEHLE | Professional Development | \$315.00 |
| 74674 | RIVER CITY STAFFING GROUP | Temporary Labor | \$1,200.00 |
| 74675 | REGIONAL WATER AUTHORITY | Dues & Subscriptions | \$280.00 |
| 74676 | SIERRA SAFETY | Small Tools | \$1,651.65 |
| 74677 | Void | Void | \$0.00 |
| 74678 | STATE WATER RESOURCES CONTROL BOARD | Dues & Subscriptions | \$105.00 |
| 74679 | DAVID WHEATON | Professional Development | \$290.00 |
| 74680 | ACWA JPIA | Health Insurance | \$92.82 |
| 74681 | BEST BEST AND KRIEGER | Legal & Audit | \$12,310.12 |
| 74682 | COLANTUONO HIGHSMITH WHATLEY PC | Legal & Audit | \$12,827.00 |
| 74683 | AMANI K KYUBWA | Customer Refund | \$392.00 |
| 74684 | ACWA JPIA | Workers Comp Insurance | \$91,606.00 |
| 74685 | AFLAC | Employee Paid Insurance | \$176.93 |
| 74686 | FAST ACTION PEST CONTROL | Contract Services-Miscellaneous | \$168.00 |
| 74687 | GRAINGER | Small Tools | \$94.97 |
| 74688 | KIWANIS OF CITRUS HEIGHTS | Professional Development | \$245.00 |
| 74689 | RIVER CITY STAFFING GROUP | Temporary Labor | \$440.00 |
| 74690 | WATERWISE CONSULTING INC | Contract Services-Conservation | \$1,150.00 |
| 74691 | WOLF CONSULTING | Contract Services-Other | \$3,000.00 |
| Total | | | <u>\$540,982.26</u> |
| ACH | CA CHOICE DEC 2022 | Health Insurance | \$46,334.81 |
| ACH | CHASE OCT 22 | Bank Fee | \$4,472.45 |
| ACH | IC 1168-2022-10 | Bank Fee | \$4,772.80 |
| ACH | ICMA 10/27/22 PAYDAY | Deferred Compensation | \$9,229.62 |
| ACH | ICMA 11/9/22 PAYDAY | Deferred Compensation | \$9,229.62 |
| ACH | JP MORGAN OCT 2022 | See November Agenda Item CC-9 | \$16,300.59 |
| ACH | MID AMERICA 11/1-11/7/22 | Employee Paid Insurance | \$385.00 |
| ACH | PERS 10/13/22 PAYDAY | PERS | \$22,504.97 |
| ACH | PERS 10/27/22 PAYDAY | PERS | \$22,841.93 |
| ACH | PERS 11/9/22 PAYDAY | PERS | \$22,841.93 |
| ACH | PRINCIPAL DEC 2022 | Health Insurance | \$8,633.52 |
| ACH | BANK OF THE WEST | Bank Fee | \$1,067.25 |
| ACH | ADP619062761 | Contract Services-Financial | \$424.95 |
| ACH | ADP618082831 | Contract Services-Financial | \$321.95 |
| Total | | | <u>\$169,361.39</u> |
| Grand Total | | | <u><u>\$710,343.65</u></u> |

**JP Morgan Purchase Card Distributions
Nov-22**

| Name | Gas & Oil | District Events & Recognition | General Supplies | Equipment Maintenance | Fees & Charges | Dues & Subscription | Tools & Equipment | Professional Development | Telecom/Network | Postage/Shipping/Freight | Total Bill |
|-------------------|----------------------|--|-------------------------|------------------------------|---------------------------|--------------------------------|------------------------------|---------------------------------|------------------------|---------------------------------|---------------------|
| Moore | \$ 60.00 | \$ 664.41 | | | | | | \$ 200.00 | | | \$ 924.41 |
| Shockley | | \$ 2,287.72 | \$ 143.46 | \$ 2,600.44 | | \$ 10.00 | \$ 1,397.08 | \$ 18.19 | | \$ 9.90 | \$ 6,466.79 |
| Abaya | | | \$ 381.72 | | | \$ 341.00 | | \$ 1,150.00 | \$ 1,368.08 | | \$ 3,240.80 |
| Spiers | | | | \$ 217.12 | | | | | | | \$ 217.12 |
| Preciado | | \$ 59.65 | | | \$ 5.00 | | | | | | \$ 64.65 |
| Cutler | | | | \$ 847.54 | | | | | | | \$ 847.54 |
| Park-Kim | | | | | \$ 25.86 | \$ 125.00 | | | | | \$ 150.86 |
| Straus | | \$ 163.95 | | | | | | \$ 8.00 | | | \$ 171.95 |
| Nunes | | | \$ 12.48 | | | | | | | | \$ 12.48 |
| Total Bill | \$ 60.00 | \$ 3,175.73 | \$ 537.66 | \$ 3,665.10 | \$ 30.86 | \$ 476.00 | \$ 1,397.08 | \$ 1,376.19 | \$ 1,368.08 | \$ 9.90 | \$ 12,096.60 |

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 REGULAR MEETING

SUBJECT : EMPLOYEE RECOGNITION
 STATUS : Information Item
 REPORT DATE : December 8, 2022
 PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

The following District employees were recognized for perfect attendance during October 2022, and outstanding customer service and quality of work during the month of November 2022.

Administrative Services

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|----------------|-------------------|---|---------------------|
| Dana Mellado | | <p>Provided in-person assistance to an escalated customer, who wanted information related to a construction hydrant meter. Customer called back later that day and thanked Dana for helping to resolve his issue.</p> <p>11/28 – Customer at Ventana Place called to express her gratitude for Dana being so thorough and helpful during a leak investigation.</p> <p>11/28 – Elderly customer on Lin Oak Way, called and expressed her appreciation for the quick response and resolution in turning off her drip irrigation system that was stuck on.</p> | |
| Brittney Moore | Yes | | |
| Lea Park-Kim | Yes | | |

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|------------------|-------------------|-------------------------|--|
| Kayleigh Shepard | | | Assisted with providing payroll documentation to AP during planned staff outage. |
| Beth Shockley | Yes | | |
| Desiree Smith | Yes | | Discovered 15 customer accounts mistakenly had duplicate payments due to a posting error. \$2068.08 total. Removed the duplicate payments and notified customers of the corrections. |

Engineering Department

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|------------------|-------------------|--|---|
| Tamar Dawson | Yes | Presented an update on the District-wide Easement Project at the November Board Meeting. | |
| Timothy Katkanov | Yes | Provided audio/visual support at the November Board Meeting and assisted on the District-wide Easement Project presentation. | Provided prompt support and review of the Information Technology Proposals. |
| Neil Tamagni | | Worked on holiday and Friday 11/4/22, 11/10/22 on the District's Madison and Dewey Water Main Project. | |

Operations Department

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|------------------|-------------------|-------------------------|---|
| Christopher Bell | Yes | | Nov.27 – Responded to emergency service repair on Ziegler Ct. |
| James Buford | | | Nov. 30 – Worked through the evening/night to complete repairs to a water main on Greenback Lane. |

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|------------------|-------------------|-------------------------|--|
| Andrew Callister | Yes | | Nov.27 – Responded to emergency service repair on Ziegler Ct. Nov. 30 – Worked through the evening/night to complete repairs to a water main on Greenback Lane. |
| Aaron Cater | Yes | | Nov. 30 – Worked through the evening/night to complete repairs to a water main on Greenback Lane. |
| Kelly Drake | Yes | | |
| James Ferro | | | Nov.26 – Responded to emergency service repair on Auburn Oaks Ct. |
| Jarrett Flink | | | Nov. 11 – Responded to emergency service repair on Highwood Way. |
| Brandon Goad | Yes | | Nov. 30 – Worked through the evening/night to complete repairs to a water main on Greenback Lane. |
| Brian Hensley | Yes | | |
| Ricky Kelly | | | Nov. 11 – Responded to emergency service repair on Highwood Way. Nov.26 – Responded to emergency service repair on Auburn Oaks Ct. |

| <u>Name</u> | <u>Attendance</u> | <u>Customer Service</u> | <u>Work Quality</u> |
|------------------|-------------------|---|---|
| Mike Mariedth | | <p>11-14 / Customer on Garryanna Drive stated that Mike diagnosed a simple irrigation leak and put her at ease with his friendly disposition.</p> <p>11/28 – Customer at Ventana Place called to express her gratitude for Mike being so thorough and helpful during a leak investigation.</p> <p>11/28 – Elderly customer on Lin Oak Way, called and expressed her appreciation for the quick response and resolution in turning off her drip irrigation system that was stuck on.</p> | |
| Chris Nichols | Yes | | Replaced the gate operator at the Corporation Yard. |
| Ryon Ridner | | | <p>Nov.27 – Responded to emergency service repair on Ziegler Ct.</p> <p>Nov. 30 – Worked through the evening/night to complete repairs to a water main on Greenback Lane.</p> |
| Nick Spiers | Yes | | |

CITRUS HEIGHTS WATER DISTRICT DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 MEETING

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : December 8, 2022
 PREPARED BY : Brittney Moore, Administrative Services Manager

OBJECTIVE:

Listed below is the current Long Range Agenda.

| Legend | |
|--------|------------------|
| S | Study Session |
| CC | Consent Calendar |
| P | Presentation |
| B | Business |
| PH | Public Hearing |
| CL | Closed Session |

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA

| MEETING DATE | MEETING TYPE | ITEM DESCRIPTION | ASSIGNED | AGENDA TYPE | AGENDA ITEM |
|-----------------------------|---------------|---|---------------|-------------|-------------|
| January 18, 2023 | | | | | |
| January 18, 2023 | | Investment Services Agreement | Urrutia | B | A |
| January 18, 2023 | | CIP Update | Pieri | P | I/D |
| January 18, 2023 | | Strategic Plan Update/2023 Strategic Plan Preview | Moore | SS | I/D |
| February 15, 2023 | | | | | |
| February 15, 2023 | Annual | Investment of District Funds | Finance Staff | CC | A |
| March 15, 2023 | | | | | |
| April 19, 2023 | | | | | |
| April 19, 2023 | | 2023 Strategic Plan Update | Moore | CC | I/D |
| May 17, 2023 | | | | | |
| May 17, 2023 | | Annual Financial Report | Finance Staff | CC | I/D |
| May 17, 2023 | Annual | Poster Contest Presentation | Scott/Nunes | P | I/D |
| June 21, 2023 | | | | | |
| June 21, 2023 | Annual | Status of Finance Corporation | Finance Staff | B | A |
| June 21, 2023 | Annual | Sacramento/Placer Counties Tax Assessment | Finance Staff | CC | A |
| June 21, 2023 | Annual | Conflict of Interest | Moore | B | A |
| JULY - SUMMER RECESS | | | | | |
| August 16, 2023 | | | | | |
| August 16, 2023 | | 2024 Strategic Plan Approval | Moore | CC | A |
| August 16, 2023 | | Budget Rate Model Workshop | Finance Staff | P | I/D |
| | | | | | |
| | | | | | |
| Mar-24 | Biennial | Conflict-of-Interest | Moore | B | A |
| Jun-25 | Every 3 Years | Public Health Goals | Hensley | B | A |
| Novmeber-23 | Every 2 Years | EOP | Scott | B | A |
| 2024 | | Board Election | Moore | B | A |
| | | | | | |

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 REGULAR MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : November 30, 2022
 PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

Significant assignments and activities for the Engineering Department are summarized below. I will be available at the meeting to answer questions and/or provide additional details.

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|---|-------------|---|-----------------------------------|-------------------------|--|---|
| PROJECT 2030 Water Main Replacement Project - Pipeline Condition Assessment | Engineering | Director of Engineering and Project Manager | Yes, updates as necessary | Yes | Pipeline Condition Assessment | Phase 2 of Segment 1 Transmission Main condition assessment in progress. 30% Complete. |
| CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout | Engineering | Director of Engineering and Project Manager | Yes, 07/17/19 (Award of Contract) | Yes | Masterplan for office space requirements through 2045. | Pre-Architectural Alternatives Analysis underway. Space Needs Assessment in progress. Project schedule currently under review. |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|---|-------------|--|-----------------------------------|-------------------------|---------------------------------|--|
| CAPITAL IMPROVEMENT PROJECT - Walnut Drive Water Service Project | Engineering | Project Manager and Assistant Engineer | No | Yes | 2021 design, 2022 construction. | 4 of 5 easements acquired. Construction in progress by Operations. 60% Complete. |
| CAPITAL IMPROVEMENT PROJECT - Mesa Verde High School Water Main Project | Engineering | Project Manager and Assistant Engineer | Yes, 04/20/22 (Award of Contract) | Yes | 2021 design, 2022 construction. | Easement from SJUSD recorded and filed. Construction 100% complete. Project closeout underway. |
| CAPITAL IMPROVEMENT PROJECT - Carriage Dr, Mesa Verde High School to Pratt | Engineering | Project Manager and Assistant Engineer | Yes, 04/20/22 (Award of Contract) | Yes | 2021 design, 2022 construction. | Construction 100% complete. Project closeout underway. |
| CAPITAL IMPROVEMENT PROJECT - Pratt Avenue Water Main | Engineering | Project Manager and Assistant Engineer | Yes, 12/15/21 (Award of Contract) | Yes | 2021 design, 2022 construction. | Construction 100% Complete. Project closeout underway. Notice of Completion executed. |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|--|-------------|---|---|-------------------------|---|--|
| CAPITAL IMPROVEMENT PROJECT - Madison Ave & Dewey Dr Water Main | Engineering | Project Manager and Assistant Engineer | Yes, 09/28/22 (Award of Contract) | Yes | 2022 design, 2022 construction. | Easement received and recording is in progress. Construction 100% complete. Project closeout underway. |
| CAPITAL IMPROVEMENT PROJECT - 7515 Greenback Lane Building Demolition | Engineering | Project Manager and Assistant Engineer | Yes | Yes | 2022 design, 2023 construction. | Demolition plans complete. Air Quality permit in process. Obtaining quotes from contractors. Demolition expected in 2023. |
| PRIVATE DEVELOPMENT Mitchell Village - 7925 Arcadia Dr | Engineering | Director of Engineering and Senior Construction Inspector | Yes, 03/30/20, 04/15/20 (Deferment of Fees) | No | 200-300 unit development by Watt Communities. | Project re-started on 07/14/20. Water portion 99% Complete. CHWD sent conditional project acceptance on 01/12/22. |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|--|--------------------|---|---|-------------------------|--|---|
| <p>PRIVATE DEVELOPMENT Lawrence Ave Wyatt Ranch</p> | <p>Engineering</p> | <p>Senior Construction Inspector, Director of Engineering and Assistant Engineer</p> | <p>Yes, 01/20/21 (Deferment of Fees)</p> | <p>No</p> | <p>23 lot subdivision.</p> | <p>District signed plans on 12/04/19.</p> <p>Deferment Agreement signed on 02/11/21.</p> <p>All fees paid.</p> <p>Construction 75% Complete. Construction restarted 08/09/21.</p> |
| <p>PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments</p> | <p>Engineering</p> | <p>Director of Engineering and Assistant Engineer</p> | <p>No</p> | <p>No</p> | <p>Seniors apartment complex with 42 one bedroom and 68 two bedroom units.</p> | <p>All fees paid on 10/18/21.</p> <p>District signed plans on 10/19/21.</p> <p>Construction 90% complete.</p> |
| <p>PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3</p> | <p>Engineering</p> | <p>Director of Engineering and Assistant Engineer</p> | <p>No</p> | <p>No</p> | <p>Parcel being split into 3 for 3 home subdivision.</p> | <p>Plan check fees paid 04/13/21.</p> <p>Plans signed 06/07/22.</p> <p>Awaiting payment of fee balance.</p> |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|--|-------------|--|-----------------------|-------------------------|---|--|
| PRIVATE DEVELOPMENT 208 Langley Ave Parcel Split 1 - 2 | Engineering | Director of Engineering and Assistant Engineer | No | No | Parcel being split into 2 lots. New single family home construction on one lot. | District sent correspondence to property owner on 04/20/20. New will serve letter sent on 10/17/22. |
| PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village Phase 2 | Engineering | Director of Engineering and Assistant Engineer | No | No | Partial redevelopment of Sunrise Village. | Plans signed on 07/21/22. Construction 50% complete. |
| PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe | Engineering | Senior Construction Inspector and Assistant Engineer | No | No | Proposed multi-unit housing complex for low-income and homeless. | All fees paid. Punchlist provided to contractor. Construction 99% complete. |
| PRIVATE DEVELOPMENT Livoti Development | Engineering | Senior Construction Inspector and Assistant Engineer | No | No | Six Parcel Subdivision. | All fees paid. Plans signed on 11/09/21. Construction 75% complete. |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|---|-------------|---|-----------------------|-------------------------|---|--|
| PRIVATE DEVELOPMENT 7951 Antelope Rd American River Collegiate Academy | Engineering | Director of Engineering and Assistant Engineer | No | No | Commercial Development. | Awaiting payment of fees. Final submittal approved. District awaiting to sign plans. |
| PRIVATE DEVELOPMENT 8556 Pheasant Ridge Ln Fire Improvements | Engineering | Director of Engineering and Assistant Engineer | No | No | Extension of water main, addition of fire hydrant, and fire sprinklers. | All fees paid on 03/11/21. District approved plans on 01/24/22. Awaiting construction. |
| PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments | Engineering | Director of Engineering and Assistant Engineer | No | No | Proposed apartments. | Received planning level documents on 04/06/21 and District provided comments on 04/13/21. |
| PRIVATE DEVELOPMENT 7078 Auburn Blvd Auburn Heights Townhomes | Engineering | Senior Construction Engineer and Assistant Engineer | No | No | 8 Townhomes on undeveloped property. | All fees paid as of 11/22/21. Water construction 95% complete. |
| PRIVATE DEVELOPMENT 8136 Auburn Blvd Self Service Coin Laundry | Engineering | Director of Engineering and Assistant Engineer | No | No | Redevelopment of existing building to a self-service coin laundry. | Plan check fees paid. Plans signed on 07/19/21. Awaiting construction. |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|--|--------------------|---|-----------------------|-------------------------|--|--|
| <p>PRIVATE DEVELOPMENT Talbot Way Citrus Place Subdivision</p> | <p>Engineering</p> | <p>Director of Engineering and Assistant Engineer</p> | <p>No</p> | <p>No</p> | <p>8 lot subdivision</p> | <p>Plan check fees paid 6/2022.</p> <p>Plans signed on 6/21/22.</p> <p>Awaiting remaining fees and construction.</p> |
| <p>PRIVATE DEVELOPMENT 7311 Hickory Ave Single Family Home</p> | <p>Engineering</p> | <p>Director of Engineering and Assistant Engineer</p> | <p>No</p> | <p>No</p> | <p>Customer requesting water service for a recently split lot.</p> | <p>Verify lot is split prior to initiating new water service.</p> |
| <p>PRIVATE DEVELOPMENT 7830 Macy Plaza Dr CSL Plasma</p> | <p>Engineering</p> | <p>Director of Engineering and Assistant Engineer</p> | <p>No</p> | <p>No</p> | <p>Tenant Improvements for a medical office.</p> | <p>All fees paid.</p> <p>Plans signed on 04/13/22.</p> <p>Submittals reviewed and approved.</p> <p>Awaiting start of construction.</p> |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|--|--------------------|---|--|-------------------------|---|---|
| <p>PRIVATE DEVELOPMENT 7527 Linden Ave Multi-duplex</p> | <p>Engineering</p> | <p>Senior Construction Inspector and Assistant Engineer</p> | <p>No</p> | <p>No</p> | <p>3 duplex complex.</p> | <p>Revised plans approved on 10/26/22.</p> <p>All fees paid on 10/26/22.</p> <p>Pre-construction meeting occurred on 11/07/22.</p> |
| <p>PRIVATE DEVELOPMENT 8207 Oak Ave Parcel Split, Annexation & Single Family Home</p> | <p>Engineering</p> | <p>Director of Engineering and Assistant Engineer</p> | <p>Yes, Inclusion approved by Board on 05/18/22.</p> | <p>No</p> | <p>Parcel Split, Annexation & 2 single family homes.</p> | <p>Plan check fees paid.</p> <p>Annexation/Inclusion fees paid and approved by Board on 05/18/22.</p> <p>Plans signed on 08/02/22.</p> <p>Awaiting payment of fee balance and construction.</p> |
| <p>CITY OF CITRUS HEIGHTS PROJECT Auburn Blvd - Complete Streets Phase 2</p> | <p>Engineering</p> | <p>Director of Engineering and Assistant Engineer</p> | <p>No</p> | <p>No</p> | <p>City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd from Rusch Park to north.</p> | <p>District & City finalizing cost estimate to prepare a revised Cost Liability.</p> <p>Awaiting final submittal.</p> |

| Items of Interest | Department | Project Team | To Board? If so, Date | Strategic Planning Item | Item Description | Update from Last Report/ Current Status |
|--|-------------|---|--|-------------------------|--|---|
| CITY OF CITRUS HEIGHTS PROJECT Arcade-Cripple Creek Trail Project | Engineering | Director of Engineering and Assistant Engineer | No | No | City of Citrus Heights Bike Trail. | Construction in progress. Coordinating with the City on portion of bike trail through District easement. |
| CITY OF CITRUS HEIGHTS PROJECT San Juan Ave (Madison Ave to Spicer) Road Improvements | Engineering | Director of Engineering and Assistant Engineer | No | No | City of Citrus Heights Road Improvements | City preparing preliminary plans. District and City coordinating Cost Liability. |
| COUNTY OF SACRAMENTO AC Overlay Project SACOG 2022 Phase 1 to 3 | Engineering | Director of Engineering and Assistant Engineer | No | No | County of Sacramento Road Improvements along Greenback Lane from Fair Oaks Blvd. to Hazel Ave. | Received first submittal on 04/20/22. District provided comments on 05/24/22. Cost Liability letter was sent to the County. |
| District-wide Easement Project (Phases 1-3) | Engineering | Director of Engineering, Project Manager and Assistant Engineer | (06/16/21) Award of Contract (11/16/22) Board Presentation | Yes | Research and review District facility locations and easements for potential additions/revisions. | Phases 1 - 3 Complete. Board Presentation completed 11/16/22. Begin Phase 4 in 2023. |

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 REGULAR MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : December 6, 2022
 PREPARED BY : Tim Cutler, Water Distribution Supervisor
 Rebecca Scott, Director of Operations

| Facilities Maintenance | | | CIP Projects | | |
|-------------------------------|----------------|--------------|--|----------------|------------|
| | Completed WO's | | | Completed WO's | |
| | Nov | 2022 YTD | | Nov | 2022 YTD |
| Backflow Maintenance | 0 | 0 | C22-010 Water Mainline | 0 | 2 |
| Blow Off Maintenance | 0 | 3 | C22-011 Water Valves | 2 | 19 |
| Hydrant Maintenance | 51 | 568 | C22-012 Water Services | 11 | 336 |
| Leak Investigation | 1 | 1 | C22-013 Water Meters | 5 | 96 |
| Mainline Repair/Maintenance | 2 | 5 | C22-014 Fire Hydrants | 2 | 14 |
| Meter Box Maintenance | 1 | 34 | C22-103 Pot Hole Main | 0 | 1 |
| Meter Register Replacement | 36 | 427 | TOTAL | 20 | 468 |
| Meter Repair/Test/Maintenance | 0 | 123 | Water Quality | | |
| Pot Hole Work | 0 | 2 | <i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 72 samples were collected with no positive results.</i> | | |
| Water Service Repair/Locate | 0 | 7 | | | |
| Valve, Mainline Maintenance | 139 | 1,106 | | | |
| Valve Box Maintenance | 0 | 7 | | | |
| TOTAL | 230 | 2,283 | | | |

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
DECEMBER 21, 2022 REGULAR MEETING**

SUBJECT : 2022 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : December 5, 2022
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor
 : Rebecca Scott, Director of Operations

OBJECTIVE:

Monthly water supply report, including a comparison to the corresponding month in the prior 5 years. The 2013 data is included for reference as it is the baseline consumption year for water conservation mandates.

| Month | 2013 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | | | | Year-to-Date Comparison to 2013 | |
|--------------|----------------------------------|------------------|------------------|------------------|------------------|------------------|-------------------------|-----------------------|---------------------|--------------------|---------------------------------|--------|
| | Total Water Monthly acre feet | | | | | | Surface Water Purchased | Ground Water Produced | Total Water Monthly | Total Water Annual | acre feet | % |
| | | | | | | | acre feet | | | | | |
| Jan | 602.52 | 506.81 | 531.38 | 520.86 | 519.03 | 575.54 | 332.65 | 196.08 | 528.73 | 528.73 | -73.79 | -12.2% |
| Feb | 606.36 | 443.99 | 525.73 | 447.48 | 589.8 | 485.17 | 323.56 | 281.61 | 605.17 | 1,133.90 | -74.98 | -6.2% |
| Mar | 819.55 | 546.60 | 540.78 | 516.87 | 654.31 | 601.02 | 479.25 | 295.49 | 774.74 | 1,908.64 | -119.79 | -5.9% |
| Apr | 1,029.73 | 575.52 | 646.09 | 682.90 | 767.24 | 1,001.96 | 610.48 | 153.35 | 763.83 | 2,672.47 | -385.69 | -12.6% |
| May | 1,603.43 | 1,138.72 | 1,072.27 | 977.41 | 1,168.99 | 1,277.33 | 1,032.29 | 100.77 | 1,133.06 | 3,805.53 | -856.06 | -18.4% |
| Jun | 1,816.73 | 1,412.94 | 1,387.03 | 1,328.07 | 1,475.82 | 1,541.32 | 1,288.62 | 0.00 | 1,288.62 | 5,094.15 | -1,384.17 | -21.4% |
| Jul | 2,059.21 | 1,650.76 | 1,737.13 | 1,582.40 | 1,682.83 | 1,643.73 | 823.41 | 713.28 | 1,536.69 | 6,630.84 | -1,906.69 | -22.3% |
| Aug | 1,924.28 | 1,570.80 | 1,583.78 | 1,603.36 | 1,660.59 | 1,538.76 | 949.19 | 511.96 | 1,461.15 | 8,091.99 | -2,369.82 | -22.7% |
| Sep | 1,509.82 | 1,441.76 | 1,330.19 | 1,297.12 | 1,381.14 | 1,333.29 | 610.20 | 618.29 | 1,228.49 | 9,320.48 | -2,651.15 | -22.1% |
| Oct | 1,297.42 | 1,128.97 | 1,061.88 | 1,083.17 | 1,185.00 | 972.09 | 448.00 | 617.99 | 1,065.99 | 10,386.47 | -2,882.58 | -21.7% |
| Nov | 911.55 | 631.55 | 807.7 | 839.06 | 779.34 | 576.37 | 582.86 | 54.39 | 637.25 | 11,023.72 | -3,156.88 | -22.3% |
| Dec | 700.94 | 574.43 | 558.97 | 548.17 | 620.34 | 536.97 | | | | | | |
| Total | 14,881.54 | 11,622.85 | 11,782.93 | 11,426.87 | 12,484.43 | 12,083.55 | 7,480.51 | 3,543.21 | 11,023.72 | 11,023.72 | | |
| % of Total | | | | | | | 67.86% | 32.14% | | | | |

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 REGULAR MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : December 5, 2022
PREPARED BY : Brian Hensley, Water Resources Supervisor
Rebecca Scott, Director of Operations

OBJECTIVE:

Receive status report on surface water supplies available to the Citrus Heights Water District (District).

BACKGROUND AND ANALYSIS:

As of December 1, 2022, storage in Folsom Lake (Lake) was at 246,547 acre-feet, 25 percent of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 40,250 acre-feet in the past month. This reduction in the lake level is managed by the US Bureau of Reclamation in anticipation of the upcoming winter season and associated snow melt.

The District's total water use during November 2022 (637.25 acre-feet) was 30 percent below that of November 2013 (911.55 acre-feet).

The District continues to assist with preserving surface water supplies in the Lake by operating its groundwater wells. The District's groundwater production wells: Bonita, Skycrest, Mitchell Farms, and Sylvan are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are available for emergency use.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS December 21, 2022 REGULAR MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
 STATUS : Information Item
 REPORT DATE : December 1, 2022
 PREPARED BY : Jace Nunes, Management Analyst
 Rebecca Scott, Director of Operations

Water Efficiency, Safety and Meter Program updates are summarized below.

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of November 2022 included:
 - Seven High Efficiency Toilet (HET) rebates were processed.
 - Four High Efficiency Clothes Washer (HECW) rebates were processed.
 - Two smart irrigation controllers were installed for customers.
- Three Pressure Reducing Valve (PRV) rebates were issued.
- Nine reports of water waste were received in November. Staff continues reaching out to customers concerning water waste violations and leak notifications.
- Recordings for the District’s last two WaterSmart classes for 2022 have been uploaded to YouTube. After two months on YouTube, the classes have reached a combined 90 views. WaterSmart classes from 2021 to present are archived on CHWD’s website and on YouTube, where they can be viewed any time. The 2023 WaterSmart class lineup is below:

| Date | Title | Format |
|--------------------|---|---|
| Saturday, March 18 | Spring into Seasonal Vegetable Gardening | In-person at the Sylvan Ranch Community Garden (SRCG) |
| Tuesday, April 18 | From Greywater to Green Garden: How to Reuse Your Home's Water to Help Your Garden Thrive | Webinar |
| Thursday, May 11 | Colossal Compost, Miracle Mulch, Spectacular Soil | Webinar |
| Saturday, Sept 9 | Get in Line with Drip Irrigation | In-person at the SRCG |
| Wednesday, Sept 13 | Plant into the Hydrozones for Healthy Plants and Water Savings | Webinar |

- CHWD has three garden plots at the Sylvan Ranch Community Garden featuring water efficient landscaping. CHWD is working with a customer-based volunteer “Garden Corps,” who maintains the plots by removing weeds and checking the irrigation system and controller timers. The dedicated webpage for the garden, www.chwd.org/garden, is now live. The website allows viewers to see detailed information about each plant in the District’s plots, and create a customized plant list for their own residence.

The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD for 2022:

| Month | R-GPCD 2021 | R-GPCD 2022 | % CHANGE |
|-----------|----------------|----------------|----------|
| January | 84 | 75 | -10% |
| February | 78 | 85 | +8% |
| March | 88 | 111 | +26% |
| April | 135 | 113 | -17% |
| May | 169 | 162 | - 4.2% |
| June | 172 | 190 | +10% |
| July | 230 | 219 | -4.5% |
| August | 187 | 209 | +11.4% |
| September | 178 | 156 | -9% |
| October | 118 | 135 | +14% |
| November | 80 | 85* | +7% |

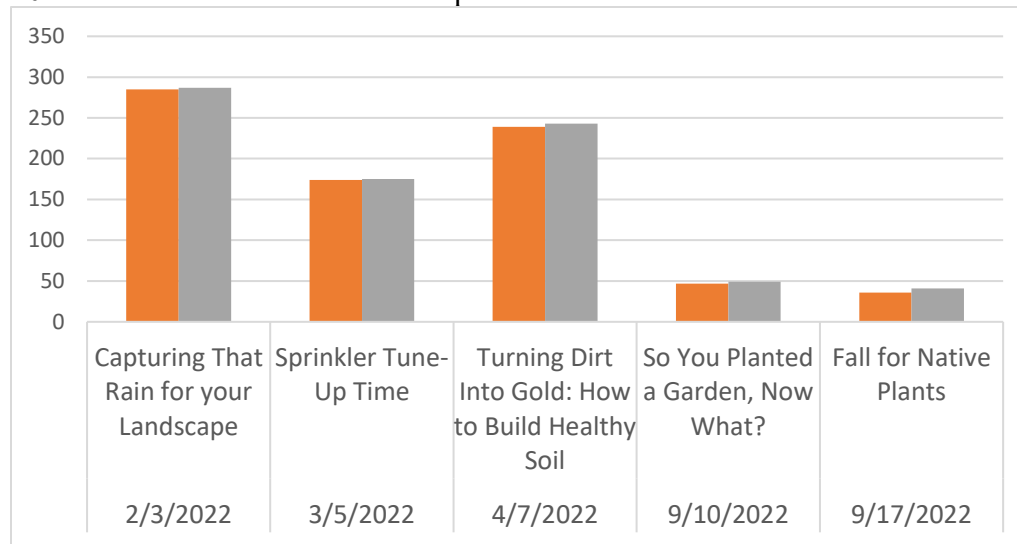
**Preliminary number as of the report date*

The following table summarizes the service requests and work orders of Water Efficiency staff for November 2022:

| Work Orders | Nov 2022 | Nov 2021 |
|---------------------------------|-------------|-------------|
| CHANGE TOUCH-READ TO RADIO READ | 0 | 0 |
| CONVERT TO RADIO-READ METER | 3 | 6 |
| METER BOX MAINTENANCE | 1 | 3 |
| METER REPAIR | 0 | 0 |
| METER REPLACEMENT | 1 | 1 |
| METER TESTING | 0 | 0 |
| REGISTER REPLACEMENT | 27 | 22 |
| RADIO-READ REGISTER REPLACEMENT | 10 | 7 |
| INSTALL METER | 3 | 12 |
| TOTAL | 46 | 51 |

| Service Requests | Nov 2022 | Nov 2021 |
|-----------------------------|-------------|-------------|
| CONSERVATION REQUEST | 9 | 20 |
| CHECK FOR LEAK | 1 | 0 |
| UNABLE TO OBTAIN METER READ | 39 | 41 |
| TRIM SHRUBS | 14 | 23 |
| METER BURIED | 40 | 51 |
| METER MAINT. | 27 | 39 |
| LOCKED GATE | 3 | 5 |
| RE-READ METER | 17 | 21 |
| READ METER | 0 | 0 |
| METER BOX MAINT. | 0 | 2 |
| MOVE-IN/MOVE-OUT | 14 | 39 |
| CAR OVER METER | 12 | 18 |
| TOTAL | 240 | 275 |

2022 WaterSmart Class Viewership



= Viewership, November 6, 2022
 = Viewership, December 1, 2022

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO EXTEND RESOLUTION 07-2021
AUTHORIZING REMOTE PUBLIC MEETINGS

STATUS : Action Item

REPORT DATE : December 12, 2022

PREPARED BY : Brittney Moore, Administrative Services Manager
Joshua Nelson, Assistant General Counsel

OBJECTIVE:

Consider extending Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.

BACKGROUND AND ANALYSIS:

On September 16, 2021, the Governor signed AB 361, 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. AB 361 will sunset by its own provisions on January 1, 2024.

On October 20, 2021 CHWD Board of Directors adopted Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors consistent with the requirements of AB 361. CHWD Board of Directors voted 3-0 to extend Resolution 07-2021 at its November 17, 2021, December 15, 2021, January 19, 2022, and March 16, 2022 Regular Meetings, and at the February 22, 2022 Special Meeting. The Board approved additional extensions of Resolution 07-2021 at its April 20, 2022, May 18, 2022, June 15, 2022, August 17, 2022, September 28, 2022, October 19, 2022, and November 16, 2022 Regular Meetings.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. The findings need not be in the form of a resolution, but a resolution is helpful in formalizing these findings.

Because the Board meets regularly on the third Wednesday of each month, it is possible that more than thirty days may elapse between consecutive meetings. AB 361 is silent as to whether special meetings are required on a more frequent basis to keep up with the thirty-day renewal of findings requirement, although scheduling such meetings would ensure strict compliance. Alternatively, if the Board does not meet within thirty days after its prior meeting, the Board should make its renewed findings at the beginning of its next meeting prior to any other action or discussion. If the Board wishes to continue meetings remotely, staff recommends the Board extend Resolution 07-2021 by motion, and continuously consider this Resolution as a monthly consent calendar item while there is a declared state of emergency, or until state and local orders and recommendations aimed at containing Monkeypox and the COVID-19 virus are rescinded.

RECOMMENDATION:

Extend Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.

ATTACHMENT:

Resolution No. 07-2021 Resolution of the Board of Directors of the Citrus Heights Water District
Authorizing Remote Public Meetings

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 07-2021

RESOLUTION OF THE BOARD OF DIRECTORS
OF CITRUS HEIGHTS WATER DISTRICT
AUTHORIZING REMOTE PUBLIC MEETINGS

WHEREAS, CITRUS HEIGHTS WATER DISTRICT (“CHWD”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of CHWD’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 CHWD’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, CHWD has been permitting virtual participation in meetings during the pandemic in the interest of protecting the health and safety of the public, staff, and Directors; and

WHEREAS, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expired 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 CHWD, specifically, a state of emergency has been proclaimed related to COVID-19, State and Sacramento County 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, THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS 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.

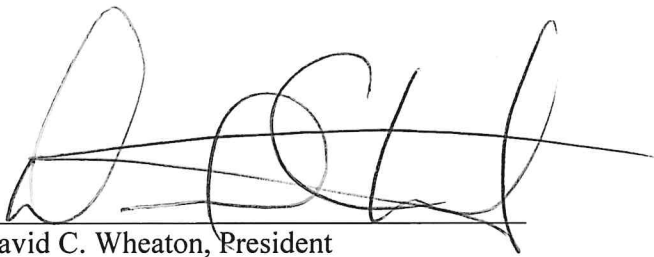
Section 2. Remote Teleconference Meetings: Consistent with the provisions of Government Code Section 54953(e), the Board of Directors finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials in Sacramento County have recommended measures to promote social distancing in connection with COVID-19, including indoor mask recommendations and minimum recommend distance between attendees; and (3) due to the COVID-19 emergency, the transfer of novel coronavirus from person-to-person, and the associated risk of serious illness or death from COVID-19, 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 and other CHWD legislatives bodies under the provisions of Government Code Section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect October 20, 2021, and shall be effective for 30 days or until this Resolution is 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 thirty days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

PASSED, APPROVED, AND ADOPTED this 20th day of October, 2021.

AYES:
NOES:
ABSENT:
ABSTAINED:



David C. Wheaton, President

ATTEST:



Brittney Moore, Deputy Board Clerk

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JDH CORROSION CONSULTANTS, INC.
 STATUS : Action Item
 REPORT DATE : December 12, 2022
 PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

OBJECTIVE:

Consider approval of an agreement with JDH Corrosion Consultants, Inc. for engineering services.

BACKGROUND AND ANALYSIS:

During the past two (2) years, Citrus Heights Water District (CHWD or District), in accordance with District policy, has been working with JDH Corrosion Consultants, Inc. (JDH) to complete condition assessment of the District's distribution system as part of the District's Project 2030 Water Main Replacement Program, including field investigations, specialty inspections, and analysis related to corrosion control and cathodic protection. CHWD staff has leveraged JDH's corrosion-related expertise and resources to complete assigned projects in a timely and effective manner.

As CHWD maintains a small staff, utilizing contract resources such as JDH is essential to keeping ongoing operating expenses down, while assuring that the resources are available as required and on an as-needed basis to complete projects in a timely and effective manner. While CHWD leverages JDH, staff works closely to provide field support, engineering design and oversight and ensures that projects are completed as directed.

JDH has been providing pipeline condition assessment and protection, including corrosion control, cathodic protection, and testing services to public agencies since its inception in 1995. JDH's staff is experienced and knowledgeable, with an in-depth understanding of the challenges involved in protecting water distribution facilities against corrosion and extending the life of water mains through the means of cathodic protection.

Based on the quality of the work performed to date, it is recommended that CHWD formalize a task order style professional services agreement with JDH. The task order style agreement is structured to offer the options of a Time-and-Materials/Hourly Billable arrangement or Project Basis/Not-to-Exceed (NTE) amount with a defined scope of work, schedule, and a not-to-exceed budget. The term of the updated agreement is ongoing, but includes a fifteen (15) day termination provision by either party without cause.

District Policy 6500 "Purchasing and Procurement" states purchasing levels and authority for consultant services as follows:

- General Manager: \$75,000 or less
- Board of Directors: Greater than \$75,000

With this agreement in place, the General Manager would be authorized to issue task orders for necessary services without further Board approval. However, funding for the various services covered in the

agreement will be budgeted for in the Operating Budget, and also included in future proposed budgets. Work performed will be subject to the availability of budgeted funds.

RECOMMENDATION:

Approve the professional services agreement with JDH Corrosion Consultants, Inc. and authorize the General Manager to execute the agreement.

ATTACHMENT:

Professional Services Agreement for Engineering Support Services

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

**CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SUPPORT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of December 2022, by and between the Citrus Heights Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, CA 95610 (“District”) and JDH Corrosion Consultants, Inc., a California corporation with its principal place of business at 1100 Willow Pass Court, Concord, California 94520 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the District and Consultant (“Task Order”). Consultant represents that it is experienced in providing all of the support services listed in the scope of services provided for in Exhibit “A” to public clients, is licensed in the State of California, and is familiar with the plans of the District.

2.3 Project. District desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant agrees to furnish to the District labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, to provide management, planning and other engineering services to the District for the Project (“Services”). The types of Services to be provided are generally described in Exhibit “A”, attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order issued by the District’s General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by

reference, and, as is consistent with the generally accepted professional standard of care, applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall continue in force for a period of one year from the date of execution. Upon expiration thereof, this agreement will continue in force until either party notifies the other party in writing of its intent to terminate this agreement as outlined in Section 3.5.1. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). Consultant shall be required to commence work within five (5) calendar days, or as soon thereafter as reasonably practicable, of receiving a fully executed Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 RESERVED.

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Darby Howard, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Citrus Heights Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including applicable Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all of its violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. It is understood, however, that various laws, rules, and regulations are subject to varying and sometimes contradictory interpretation. Where there are conflicting interpretations in laws, rules or regulations, the more stringent interpretation shall be applied. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or

liability arising out of Consultant's failure or alleged failure to comply with such applicable laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. In the event Consultant is self-insured, Consultant shall provide evidence of self-insured coverage that provides coverage that is equal to the insurance requirements set forth herein. Consultant shall require all of its subcontractors to procure and maintain the same insurance specified herein for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability (Errors and Omissions)*: professional liability or Errors and Omissions insurance appropriate to its profession.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and (4) *Professional Liability (Errors and Omissions)*: One Million Dollars (\$1,000,000) per claim and aggregate (errors and omissions).

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) Professional Liability (Errors and Omissions). This insurance shall include or be endorsed to include contractual liability for negligence only and applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must include work performed under this Agreement. The

policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A:VII, admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and satisfactory to the District.

3.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to

obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall exercise usual and customary professional care in its efforts to be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures. Nothing herein shall be construed as establishing any responsibility or obligation on the part of the Consultant for jobsite safety issues, programs, or precautions or anyone but its own employees and subconsultants for whom it is legally responsible.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in the individual Task Orders to be submitted at time of request for work. The total compensation per Task Order shall be set forth in the relevant Task Order, and Consultant shall be compensated in one of two billable methods: a) Time and Materials/Hourly Billable; or b) Project Basis/Not-to-Exceed (NTE) amount. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall reference the relevant Task Order and describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit "B" or otherwise in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before

performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Either party may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least fifteen (15) business days before the effective date of such termination. Upon termination, Consultant shall be

compensated only for those Services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) business days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

| <u>District</u> | <u>Consultant</u> |
|--|--|
| Citrus Heights Water District 6230 Sylvan Road Citrus Heights, CA 95610-5610 Attn: Melissa Pieri, PE Director of Engineering | JDH Corrosion Consultants, Inc. 1100 Willow Pass Court Concord, California 94520 Attn: J. Darby Howard, Jr. |

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District. This section shall not restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if disclosure is reasonably necessary for the Consultant to defend itself from any suit or claim.

3.5.4 Cooperation; Further Acts. The Parties shall reasonably cooperate with one another, and shall take additional acts or sign additional documents as may be reasonably necessary, appropriate or convenient to attain the purposes of this Agreement. The Consultant shall not be required to execute any documents or take any acts that in any way might, in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in

enforcing the indemnity herein provided, including correction of errors or omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant maintains that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party maintains that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**SIGNATURE PAGE
TO
CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SUPPORT SERVICES**

CITRUS HEIGHTS WATER DISTRICT

JDH CORROSION CONSULTANTS, INC.

By: _____
Hilary M. Straus
General Manager

By: _____

Date: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

December 14, 2022

Citrus Heights Water District
6230 Sylvan Rd.
Citrus Heights, CA 95610

Attention: Missy Pieri, PE
Director of Engineering | District Engineer

Subject: On-Call Corrosion Engineering Services Agreement
Citrus Heights Water District (CHWD)
Citrus Heights, CA

Dear Missy,

Pursuant to your request, we are pleased to provide this scope of work for future on-call corrosion engineering services. Our firm has performed many on-call corrosion engineering service agreements with water agencies similar to CHWD and as such we wish to assure you that we have the experience necessary to accomplish the following scope of work in a timely and professional manner.

Our anticipated scope of work will include the following:

SCOPE OF SERVICES

Engineering Support Services

1. Prepare or Complete Engineering and Condition Assessment Studies, Field Inspections and Testing, Corrosion Control Designs, Computer Analysis, Plan Development and System Energization and Adjustments, Stray Current Studies and Failure Analysis.
2. Perform Project Management & Oversight on Engineering Related Projects.
3. Perform Construction Management, Engineering Services During Construction.
4. Perform Engineering Plan Review.
5. Perform Peer Reviews on Studies or Construction Documents.

The rate or cost for these services will be in accordance with the rates noted on prospective task orders as detailed in Exhibit B.

CHWD Professional Services Agreement
For Engineering Support Services

We thank you for the opportunity to provide you with this proposal and to continue to be of service to **Citrus Heights Water District** on future important and challenging projects.

If you have any questions concerning this proposal or if we can be of any additional assistance, please feel free to contact us at (925) 927-6630.

Respectfully submitted,



J. Darby Howard, Jr., P.E.
JDH CORROSION CONSULTANTS, INC.
Principal

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. _____ (YEAR - ##)

Contract: Agreement for Support Services with Citrus Heights Water District

Consultant: JDH Corrosion Consultants, Inc.

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: (Please provide if any.)

Compensation Form: [INSERT HOURLY OR PROJECT BUDGET/NOT-TO-EXCEED (NTE)]

Reimbursements: [INSERT WHETHER MILEAGE AND OTHER REIMBURSEMENTS WILL BE PROVIDED]

Dollar Amount of Task Order: Not to exceed \$_____, _____00 (If NTE)

Completion Date: _____, 20__

The undersigned consultant hereby agrees that it will provide all labor, equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

Citrus Heights Water District

Consultant

Dated: _____

Dated: _____

By: _____

By: _____

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST ASSOCIATES, INC.
 STATUS : Action Item
 REPORT DATE : December 12, 2022
 PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

OBJECTIVE:

Consider approval of an agreement with West Yost Associates, Inc. for engineering services.

BACKGROUND AND ANALYSIS:

West Yost Associates, Inc. (WYA) has provided various engineering services for Citrus Heights Water District (CHWD or District) over the last decade. Specifically, WYA has provided hydraulic modeling services including a hydraulic model calibration and update, water plan development including a 12-inch and 18-inch transmission main bore under culverts, and District staffing review and analysis. Most recently, WYA prepared a needs assessment study on a District strategic planning item to develop engineering standards and to update engineering related District Policies. Further development of these items is anticipated next year. WYA provides specialty water-related technical expertise that CHWD has utilized to complete assigned projects in a timely and effective manner.

As CHWD maintains a small staff, utilizing contract resources such as WYA is essential to keeping ongoing operating expenses down, while assuring that the resources are available as required and on an as-needed basis to complete projects in a timely and effective manner. While CHWD leverages WYA, staff works closely to provide engineering design and oversight and ensures that projects are completed as directed.

WYA has been providing comprehensive services for the drinking water industry and to public agencies since its inception in 1990. WYA's staff is experienced and knowledgeable, with an in-depth understanding of the challenges involved in the water industry.

Based on the quality of the work performed to date, it is recommended that CHWD formalize a task order style professional services agreement with WYA. The task order style agreement is structured to offer the options of a Time-and-Materials/Hourly Billable arrangement or Project Basis/Not-to-Exceed (NTE) amount with a defined scope of work, schedule, and a not-to-exceed budget. The term of the updated agreement is ongoing, but includes a fifteen (15) day termination provision by either party without cause.

District Policy 6500 "Purchasing and Procurement" states purchasing levels and authority for consultant services as follows:

- General Manager: \$75,000 or less
- Board of Directors: Greater than \$75,000

With this agreement in place, the General Manager would be authorized to issue task orders for necessary services without further Board approval. However, funding for the various services covered in the

agreement will be budgeted for in the Operating Budget, and also included in future proposed budgets. Work performed will be subject to the availability of budgeted funds.

RECOMMENDATION:

Approve the professional services agreement with West Yost Associates, Inc., Inc. and authorize the General Manager to execute the agreement and subsequent task orders.

ATTACHMENT:

Professional Services Agreement for Engineering Support Services

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

**CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SUPPORT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of December 2022, by and between the Citrus Heights Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, CA 95610 (“District”) and West Yost & Associates, Inc., a California Corporation with its principal place of business at 2020 Research Park Drive, Suite 100, Davis, CA 95618 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the District and Consultant (“Task Order”). Consultant represents that it is experienced in providing all of the support services listed in the scope of services provided for in Exhibit “A” to public clients, is licensed in the State of California, and is familiar with the plans of the District.

2.3 Project. District desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant agrees to furnish to the District labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, to provide management, planning and other engineering services to the District for the Project (“Services”). The types of Services to be provided are generally described in Exhibit “A”, attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order issued by the District’s General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by

reference, and, as is consistent with the generally accepted professional standard of care, applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall continue in force for a period of one year from the date of execution. Upon expiration thereof, this agreement will continue in force until either party notifies the other party in writing of its intent to terminate this agreement as outlined in Section 3.5.1. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). Consultant shall be required to commence work within five (5) calendar days, or as soon thereafter as reasonably practicable, of receiving a fully executed Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 RESERVED.

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Charles Duncan, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Citrus Heights Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including applicable Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all of its violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. It is understood, however, that various laws, rules, and regulations are subject to varying and sometimes contradictory interpretation. Where there are conflicting interpretations in laws, rules or regulations, the more stringent interpretation shall be applied. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or

liability arising out of Consultant's failure or alleged failure to comply with such applicable laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. In the event Consultant is self-insured, Consultant shall provide evidence of self-insured coverage that provides coverage that is equal to the insurance requirements set forth herein. Consultant shall require all of its subcontractors to procure and maintain the same insurance specified herein for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability (Errors and Omissions)*: professional liability or Errors and Omissions insurance appropriate to its profession.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and (4) *Professional Liability (Errors and Omissions)*: One Million Dollars (\$1,000,000) per claim and aggregate (errors and omissions).

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) Professional Liability (Errors and Omissions). This insurance shall include or be endorsed to include contractual liability for negligence only and applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must include work performed under this Agreement. The

policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A:VII, admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and satisfactory to the District.

3.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to

obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall exercise usual and customary professional care in its efforts to be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures. Nothing herein shall be construed as establishing any responsibility or obligation on the part of the Consultant for jobsite safety issues, programs, or precautions or anyone but its own employees and subconsultants for whom it is legally responsible.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in the individual Task Orders to be submitted at time of request for work. The total compensation per Task Order shall be set forth in the relevant Task Order, and Consultant shall be compensated in one of two billable methods: a) Time and Materials/Hourly Billable; or b) Project Basis/Not-to-Exceed (NTE) amount. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall reference the relevant Task Order and describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit "B" or otherwise in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before

performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Either party may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least fifteen (15) business days before the effective date of such termination. Upon termination, Consultant shall be

compensated only for those Services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) business days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

| | |
|--|---|
| <u>District</u> Citrus Heights Water District 6230 Sylvan Road Citrus Heights, CA 95610-5610 Attn: Melissa Pieri, PE Director of Engineering | <u>Consultant</u> West Yost Associates 2020 Research Park Drive, Suite 100 Davis, CA 956187 Attn: Kelye McKinney, Engineering Manager |
|--|---|

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District. This section shall not restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if disclosure is reasonably necessary for the Consultant to defend itself from any suit or claim.

3.5.4 Cooperation; Further Acts. The Parties shall reasonably cooperate with one another, and shall take additional acts or sign additional documents as may be reasonably necessary, appropriate or convenient to attain the purposes of this Agreement. The Consultant shall not be required to execute any documents or take any acts that in any way might, in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in

enforcing the indemnity herein provided, including correction of errors or omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant maintains that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party maintains that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**SIGNATURE PAGE
TO
CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SUPPORT SERVICES**

CITRUS HEIGHTS WATER DISTRICT

WEST YOST ASSOCIATES

By: _____
Hilary M. Straus
General Manager

By: _____

Date: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES



2020 Research Park
Drive, Suite 100
Davis CA 95618

530.756.5905 phone
530.756.5991 fax
westyost.com

December 14, 2022

SENT VIA: EMAIL

Missy Pieri
Director of Engineering/District Engineer
Citrus Heights Water District
6230 Sylvan Rd.
Citrus Heights, CA 95610

SUBJECT: Engineering Support Services

Dear Missy:

The purpose of this letter proposal is to provide Citrus Heights Water District (District) with a proposed Scope of Services for performing professional Engineering Support Services for the District as described below. This Scope of Services serves as a basis for the District to issue future task orders under a Professional Services Agreement between the District and West Yost.

SCOPE OF SERVICES

Based on the District's needs and issuance of an approved Task Order, West Yost will accomplish one or more of the following tasks in the performance of providing requested Engineering Support Services including, but not limited to:

1. Prepare or Perform Engineering Studies, Computer Analysis, Plan Development, Standards and Policies.
2. Perform Project Management & Oversight on Engineering Related Projects.
3. Perform Construction Management, Engineering Services During Construction.
4. Perform Engineering Plan Review.
5. Perform Peer Reviews on Studies or Construction Documents.

COMPENSATION

The cost and payment for these services will be in accordance with the rates noted on prospective task orders in one of two billable methods: a) Time and Materials/Hourly Billable; or b) Project Basis/Not-to-Exceed (NTE) amount.

Thank you for providing West Yost the opportunity to be of continued service to the District. We look forward to working with you on this Scope of Services. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST

A handwritten signature in blue ink that reads 'Kelye McKinney'.

Kelye McKinney, PE
Engineering Manager I
RCE #49414

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. _____ (YEAR - ##)

Contract: Agreement for Support Services with Citrus Heights Water District

Consultant: West Yost Associates, Inc.

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: (Please provide if any.)

Compensation Form: [INSERT HOURLY OR PROJECT BUDGET/NOT-TO-EXCEED (NTE)]

Reimbursements: [INSERT WHETHER MILEAGE AND OTHER REIMBURSEMENTS WILL BE PROVIDED]

Dollar Amount of Task Order: Not to exceed \$_____, _____00 (If NTE)

Completion Date: _____, 20__

The undersigned consultant hereby agrees that it will provide all labor, equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

Citrus Heights Water District

Consultant

Dated: _____

Dated: _____

By: _____

By: _____

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CPS HR CONSULTING.
 STATUS : Action Item
 REPORT DATE : December 11, 2022
 PREPARED BY : Brittney Moore, Administrative Services Manager / Chief Board Clerk
 Carlos Urrutia, Interim Director of Finance and Administrative Services

OBJECTIVE:

Consider approval of an agreement with CPS HR Consulting for professional services.

BACKGROUND AND ANALYSIS:

Cooperative Personnel Services (CPS HR Consulting or CPS HR) was established in 1985 and is reputable for providing a full range of integrated human resources (HR) solutions to federal, state, and local governments, public safety, special districts, and nonprofit organizations.

In 2014-15, CPS HR Consulting provided executive recruitment services for Citrus Heights Water District (CHWD or District) to fill an Assistant General Manager vacancy.

In 2023, CHWD anticipates recruiting for two new positions as recommended in the Regional Government Services (RGS) staffing study and the District's Fiscal Year 2023 budget; in addition to filling current vacancies in the Administrative Services Department. As the District maintains a small staff, utilizing contract resources such as CPS HR is essential to recruiting qualified candidates who match the agency's unique needs in a timely and efficient manner.

Further, CPS HR offers a wide range of human resources and organizational development-related services that support the District Strategic planning goal to *promote organizational effectiveness to enhance customer service*. CPS HR's service lines include: Classification and Compensation studies, General HR Services (including complaint investigations), HR consulting (including audit and compliance and HR outsourcing), Licensing and Certification (including accreditation and testing services), Organizational Strategy (including organizational assessment, employee engagement and succession planning), Recruitment and Selection, Testing (testing administration) and Training and Development (including employee coaching and training).

Based upon prior work performed for the District and CPS HR's qualifications and resources, it is recommended that CHWD formalize a task order style professional services agreement with CPS HR. The task order style agreement is structured to offer the options of a Time-and-Materials/Hourly Billable arrangement or Project Basis/Not-to-Exceed (NTE) amount with a defined scope of work, schedule, and a not-to-exceed budget. The term of the updated agreement is ongoing but includes a fifteen (15) day termination provision by either party without cause.

District Policy 6500 "Purchasing and Procurement" states purchasing levels and authority for consultant services as follows:

- General Manager: \$75,000 or less
- Board of Directors: Greater than \$75,000

With this agreement in place, the General Manager would be authorized to issue task orders for necessary services without further Board approval. However, funding for the various services covered in the agreement will be planned for in the Operating Budget, and also included in future proposed budgets. Work performed will be subject to the availability of budgeted funds.

RECOMMENDATION:

Approve the professional services agreement with CPS HR Consulting, and authorize the General Manager to execute the agreement and subsequent task orders.

ATTACHMENT:

Professional Services Agreement for CPS HR Consulting

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

**CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR SUPPORT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of December 2022, by and between the Citrus Heights Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, CA 95610 (“District”) and CPS HR Consulting a Human Resources Consulting Firm with its principal place of business at 2450 Del Paso Road, Suite 220 Sacramento, CA 95834 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the District and Consultant (“Task Order”). Consultant represents that it is experienced in providing all of the support services listed in the scope of services provided for in Exhibit “A” to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issues pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, as necessary to fully and adequately supply the professional human resources and related consulting services necessary for the Project (“Services”). The types of Services to be provided are generally described in Exhibit “A,” attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order issued by the District’s General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits

attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from contract execution date until terminated as provided herein. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). Consultant shall be required to commence work within five (5) days, or as soon thereafter as reasonably practicable, of receiving a fully executed Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 RESERVED.

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Pam Derby, or her designee, to act as its representative for the performance of this Agreement ("Consultant's

Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District’s staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Citrus Heights Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any

subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. In the event Consultant is self-insured, Consultant shall provide evidence of self-insured coverage that provides coverage that is equal to the insurance requirements set forth herein. Consultant shall require all of its subcontractors to procure and maintain the same insurance specified herein for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability (Errors and Omissions)*: professional liability or Errors and Omissions insurance appropriate to its profession.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and (4) *Professional Liability (Errors and Omissions)*: One Million Dollars (\$1,000,000) per claim and aggregate (errors and omissions).

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its

directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) Professional Liability (Errors and Omissions). This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such

insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and satisfactory to the District.

3.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully

required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “A,” attached hereto and incorporated herein by reference. The total compensation per Task Order shall be set forth in the relevant Task Order, and Consultant shall be compensated in one of two billable methods: a) Time and Materials/Hourly Billable; or b) Project Basis/Not-to-Exceed (NTE) amount. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall reference the relevant Task Order and describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit “B” or otherwise in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District’s Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute

the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Either party may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Citrus Heights Water District
P.O. Box 286
Citrus Heights, CA 95611
Attn: Hilary Straus, General Manager

Consultant

CPS HR Consulting
2450 Del Paso Road Ste #220
Sacramento, CA 95834
Attn: Pam Derby

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the

prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[Signatures on Following Page]

**SIGNATURE PAGE
TO
CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR SUPPORT SERVICES**

CITRUS HEIGHTS WATER DISTRICT

CPS HR CONSULTING

By: _____
Hilary M. Straus
General Manager

By: _____
Pam Derby
Project Manager

Date: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

PROPOSAL

Citrus Heights Water District

Recruitment Services

SUBMITTED BY:

MELISSA ASHER

Sr. Practice Leader, Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3358
masher@cpshr.us
Tax ID: 68-0067209

www.cpshr.us



Your Path to Performance

December 15, 2022

Hilary Straus

General Manager

Citrus Heights Water District

PO Box 286

Citrus Heights, CA 95611-0286

Subject: Human Resources Consulting Services

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the Citrus Heights Water District (CHWD) with human resources consulting services. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with their human resources needs.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services. Each engagement is an opportunity to shape and prepare your organization for the future and it is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please feel free to contact me at masher@cps hr.us or (916) 471-3358.**

Sincerely,



Melissa Asher

Senior Practice Leader, Products and Services

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Firm's Qualifications

About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.



CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

With more than 85 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. **CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.**

Our headquarters are located in Sacramento, California. We have regional offices in Austin, TX; Littleton, CO; and Orange County, CA.

Service Offerings

Scope of Work

CPS HR is qualified to provide the Citrus Heights Water District with various human resources services on an as-needed basis, upon the request of the District. The human resources related services and projects may include, but are not limited to the following:

- A. Conduct classification and pay studies/surveys/desk audits.
- B. Provide consultation on organizational development including strategic and workforce and succession planning.
- C. Provide consultation on examination and selection, including test development.
- D. Assess whether State law, regulations, and other policies and procedures are being followed.
- E. Update and draft policies in conformance with State laws, rules and regulations. Assist with development, review, and revision of standard operating procedures.
- F. Provide consultation on organizational performance management.
- G. Conduct recruitment and selection services including developing recruitment plans and strategies, review position descriptions, create and place advertisements, perform outreach to boost candidate pools, develop statement of qualifications and/or interview questions and scoring criteria, screen candidates, design and staff selection processes.
- H. Conduct executive level searches for specified positions.
- I. Provide training/guidance and coaching/mentoring.
- J. Provide consultation on diversity, equity and inclusion.
- K. Provide consultation on extremely sensitive issues relating to employee corrective actions, adverse actions, and merit complaints.
- L. Conduct Employee Engagement Surveys

- M. Facilitate CHWD hiring events, timeline, marketing materials, screening criteria, interview questions, assessments, and other related hiring activity.
- N. Other human resources related services.
- O. Provide organizational development and enterprise learning services for CHWD employees in a wide variety of skill areas, including but not limited to:
 - 1. Leadership development
 - 2. Team development and alignment
 - 3. Change management
 - 4. Culture alignment
 - 5. Analysis/problem solving/decision making
 - 6. Conflict resolution
 - 7. Training-the-trainer
 - 8. Meeting, conference, and workshop design and facilitation
 - 9. Workforce and succession planning
- P. Develop new, or update existing, training curriculum related to CHWD.
- Q. Coordinate and conduct online and classroom training statewide.
- R. Develop continuing education instructional training material and courses in various formats, i.e. manuals, e-manuals, course videos, PowerPoint presentations.
- S. Coordinate and conduct online and classroom training statewide.

Professional Services Fees

CPS HR prices are subject to change and to negotiation based on the District's needs and the scope of services.

PART I: Standard Consultant Billable Hourly Rates

| CPS HR RATE SCHEDULE | |
|---|-------------|
| Category Title | Hourly Rate |
| Coaching (Individual 1:1) | \$300-\$350 |
| Technical Advisor | \$240-\$245 |
| Testimony or Subpoena Activities | \$230-\$240 |
| Executive/Organizational Consulting | \$200-\$220 |
| Private Investigator | \$165-\$200 |
| Technical Expert/Curriculum Development Specialist/Managing Consultant | \$160-\$210 |
| Project Manager | \$140-\$185 |
| Principal Consultant/Executive Recruiter | \$135-\$145 |
| Senior Consultant/Program Coordinator/Mediation or Conflict Resolution Consulting | \$115-\$130 |
| Consultant | \$100-\$125 |
| Technician | \$75-\$85 |
| Clerical | \$60-\$70 |

PART II: Flat Fee Pricing Services

Services may be performed on a fixed fee basis upon the agreement of CPS HR and Citrus Heights Water Agency.

Recruitment Services Flat Fee Rates

| Service | Pricing |
|---|---|
| Outreach Only | \$7,500 Flat Fee |
| Outreach Plus Advertising | \$10,000 Flat Fee (includes direct advertising) |
| Partial - General (Professional/Administrative) | \$11,500 Flat Fee inclusive of expenses |
| Full - General (Professional/Administrative) | \$13,500 Flat Fee inclusive of expenses |
| Partial – Middle Management/Specialized | \$16,000 Flat Fee inclusive of expenses |
| Full – Middle Management/Specialized | \$19,000 Flat Fee inclusive of expenses |
| Partial - Executive Recruitment | \$19,000 Flat Fee inclusive of expenses |
| Full - Executive Recruitment* | \$25,000 Flat Fee inclusive of expenses |



We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the Citrus Heights Water District in this important endeavor.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. _____ (YEAR - ##)

Contract: Agreement for [Contract Name] with Citrus Heights Water District

Consultant: [Consultant Name]

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

[Insert description of services to be provided]

List any attachments: (Please provide if any.)

Compensation Form: [INSERT HOURLY OR PROJECT BUDGET/NOT-TO-EXCEED (NTE)]

Reimbursements: [INSERT WHETHER MILEAGE AND OTHER REIMBURSEMENTS WILL BE PROVIDED]

Dollar Amount of Task Order: Not to exceed \$_____,_____.00 (If NTE)

Completion Date: _____, 20__

The undersigned consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

Citrus Heights Water District

Consultant

Dated: _____

Dated: _____

By: _____

By: _____

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 REGULAR MEETING

SUBJECT DISCUSSION AND POSSIBLE ACTION TO RATIFY APPOINTMENT OF PERS ANNUITANT CARLOS URRUTIA AS INTERIM DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES, PURSUANT TO PROCEDURE IN GOVERNMENT CODE SECTION 21221(h); ADOPTION OF RESOLUTION 15-2022

STATUS : Action Item

REPORT DATE : December 15, 2022

PREPARED BY : Brittany Moore, Administrative Services Manager

OBJECTIVE:

Consider adoption of Resolution 15-2022, to ratify the General Manager’s appointment of Carlos Urrutia as Interim Director of Finance and Administrative Services Director, consistent with Government Code Section 21221(h), as requested by the Public Employees Retirement System (PERS).

BACKGROUND AND ANALYSIS:

Pursuant to Board Policy No. 4001.20, the General Manager has the authority to appoint employees consistent with Board approved classifications and budgetary appropriations; such District employees are considered “direct reports” to the General Manager, and the General Manager is a “direct report” to the District Board of Directors.

Given the recent vacancy in the critical position of Director of Finance and Administrative Services, it was necessary to fill this position with a temporary employee with specialized skills in finance, administration and supervision experience while the District undergoes a recruitment process for a permanent employee replacement. Accordingly, and consistent with Board Policy No. 4001.20, the General Manager (as the appointing authority for direct report employees) entered into an Employment Agreement with PERS annuitant Carlos Urrutia on November 7, 2022 for “Interim” Director of Finance and Administrative Services. This is a temporary employment agreement in which Mr. Urrutia is limited to work no more than 960 hours within the PERS-recognized fiscal year, and will provide service continuity while the District recruits for a permanent replacement for the position.

Although Mr. Urrutia’s appointment is consistent with both Government Code Section 21224(a) (procedure for temporary appointment of PERS annuitant with specialized skills for a “limited duration”) and Government Code Section 21221(h) (procedure for appointment of PERS annuitant during recruitment), PERS has advised staff that they require the use of the procedure pursuant to Government Code Section 21221(h). This necessitates this agenda item to ratify the November 7, 2022 appointment of Carlos Urrutia by General Manager Straus under the authority granted to him by the Board pursuant to Board Policy 4001.20, by adoption of a Board Resolution as documentation of this procedure. Accordingly, a “restated and amended” PERS annuitant employment agreement (Exhibit A to the attached Resolution) has been prepared, which cites to Government Code Section 21221(h), as desired by PERS. This agreement has an effective date of November 7, 2022 (because it is “amended and restated” to recognize the existing time served by the employee); the restated and amended employment agreement would also be executed by the General Manager, on behalf of the District.

RECOMMENDATION:

Approve Resolution No 15-2022, requesting approval of PERS for the hiring of PERS annuitant, Carlos Urrutia to Perform Temporary and Critical Services of Interim Director of Finance and Administrative Services, pursuant to the Procedure set forth in Government Code Section 21221(h)

ATTACHMENTS:

Resolution No. 15-2022 and Exhibit A (Amended and Restated Employment Agreement)

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 15-2022

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CITRUS HEIGHTS WATER DISTRICT REQUESTING
APPROVAL OF PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)
FOR APPOINTMENT OF PERS ANNUITANT
TO CRITICAL POSITION OF INTERIM DIRECTOR OF FINANCE AND
ADMINISTRATIVE SERVICES
PURSUANT TO GOVERNMENT CODE SECTION 21221(h)

WHEREAS, the position of Director of Finance and Administrative Services is a critical position to the Citrus Heights Water District (District) as the Director of Finance and Administrative Services is a Department Head who reports to the General Manager and supervises and provides necessary services for the financial operations of the District, including, but not limited to, completion of the annual District budget and supervision of all budget and accounting, purchasing and accounts receivable within the District. Due to the resignation of the District's full-time Director of Finance and Administrative Services earlier this year, and the subsequent resignation of the accounting employee temporarily assigned to the "Acting" role of the vacant position, and continuing efforts to recruit replacement, the District must provide continuing high level financial services during the transition period for recruitment and appointment and training/mentoring of a new full time Director of Finance and Administrative Services; and

WHEREAS, recruitment and training/mentoring of a new employee to fulfill the Finance and Administrative Director position, requiring specialized skills and services critical to the organization, is anticipated to take up to 12 to 13 months, given the end of year holidays; and

WHEREAS, Carlos Urrutia is an experienced Finance Director who possesses the specialized skills required to serve as the Interim Director of Finance and Administrative Services during the recruitment process and provide short-term training and mentoring, as necessary, to ensure transition and continuity of critical services through a newly recruited and appointed full time Director of Finance and Administrative Services; and

WHEREAS, Carlos Urrutia, is a Public Employees Retirement System (PERS) annuitant, who has been retired from public service through the PERS system for more than 180 days, and is willing to accept temporary employment with the District, within the parameters of Government Code Section 21221(h), as reflected in the attached Exhibit A Employment Agreement; and

WHEREAS, the District seeks approval from PERS that the hiring of Carlos Urrutia to perform specialized services as Interim Director of Finance and Administrative Services, including training and mentoring of a newly appointed Director of Finance and Administrative Services through a recruitment process, for a limited duration, not to exceed 960 hours within a

fiscal year and for an hourly rate consistent with the parameters of Government Code Section 21221(h) shall not trigger reinstatement for this PERS annuitant.

NOW THEREFORE BE IT RESOLVED, by the District Board of Directors of the Citrus Heights Water District that:

1. Subject to approval by PERS, the District Board of Directors ratifies its General Manager's November 7, 2022 appointment of Carlos Urrutia as Interim Director of Finance and Administrative Services, pursuant to the terms of the Employment Agreement attached as Exhibit A; and

2. The District Board of Directors requests that PERS approve temporary employment of PERS annuitant (effective November 7, 2022), Carlos Urrutia to serve as Interim Director of Finance and Administrative Services during the period of recruitment for appointment of a full time Director of Finance and Administrative Services and perform specialized training and mentoring of a newly appointed Director of Finance and Administrative Services for a limited duration, which shall not exceed 960 hours per fiscal year as necessary until appointment and training/mentoring of a new full time Director of Finance and Administrative Services is completed, as set forth in the Employment Agreement attached as Exhibit A.

3. The Board Clerk shall certify to the passage and adopt of this Resolution and enter it in the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2022.

AYES: Directors
NOES: Directors
ABSTAINS: Directors
ABSENT: Directors

SEAL

Caryl F. Sheehan, Board President

ATTEST:

Brittney Moore, Chief Board Clerk

I HEREBY CERTIFY the foregoing resolution was duly adopted by the Board of Directors of the Citrus Heights Water District at a regular meeting held on the ___ day of _____, 2022, by the following vote:

Exhibit A
(Employment Agreement)

AMENDED AND RESTATED CITRUS HEIGHTS WATER DISTRICT
EMPLOYMENT AGREEMENT
WITH CARLOS URRUTIA, A PERS ANNUITANT
TO PERFORM TEMPORARY SERVICES IN
CRITICAL POSITION OF INTERIM DIRECTOR OF FINANCE AND
ADMINISTRATIVE SERVICES, PURSUANT TO GOVERNMENT CODE
SECTION 21221(h)

This Amended and Restated Agreement is entered into November 7, 2022 by and between the CITRUS HEIGHTS WATER DISTRICT, a public agency, hereafter referred to the "District" and Carlos Urrutia, hereafter referred to as "Employee".

WHEREAS, the District's current Interim Director of Finance and Administrative Services has resigned effective November 9, 2022, necessitating the recruitment of a new regular employee to serve as Director of Finance and Administrative Services; and

WHEREAS, in addition to transitioning from the current employee prior to his November 9, 2022 resignation, the District is in the process of updating policies and procedures in the Finance Division associated with financial operations and reporting requirements, and is in need of a temporary employee with special skills regarding budget and accounting who can also provide appropriate direction and supervision of Finance Division and Administrative Services staff, and coordinate this work with the General Manager's office; and

WHEREAS, District is in the process of recruiting a regular employee to fill the Director of Finance and Administrative Services (which recruitment will be launched in early January 2023 due to the holidays), and in the meantime, employee's expertise is necessary to continue the process to complete the budget for the current Fiscal Year, continue to update policies and procedures in the Finance Division, as well as training and mentoring of existing Finance and Administrative Services staff and coordinating all through the General Manager's office; and

WHEREAS, Carlos Urrutia possesses the requisite specialized skills and institutional knowledge needed by the District and is available to provide services as Interim Director of Finance and Administrative Services

WHEREAS, Carlos Urrutia is able to serve in the role of Interim Director of Finance and Administrative Services from November 7, 2022 (in order to overlap for transition purposes for two days with the out-going Interim Director of Finance and Administrative Services) until the District has successfully completed recruitment for a new Director of Finance and Administrative Services and provided for up to a two-week overlap with the new Director of Finance and Administrative Services in order to insure a smooth transition; and

WHEREAS, Carlos Urrutia as a Public Employees Retirement System (“PERS”) annuitant, is limited in his ability to accept public employment pursuant to Government Code Sections 21224(a) and 21221(h); and

WHEREAS, Carlos Urrutia is able to provide temporary services to the Citrus Heights Water District under the terms of this Agreement and within the constraints of either Government Code Sections 21224(a) or 21221(h) as a PERS annuitant and District desires to hire Carlos Urrutia on these terms to provide specialized services of a limited duration, which will not exceed 960 hours within the PERS fiscal year (from July 1st to June 30th); and

WHEREAS, PERS has determined that the most appropriate authority for Carlos Urrutia’s appointment to the Interim Director of Finance and Administrative Services position is Government Code Section 21221(h), due to the District’s recruitment for a permanent employee to this position, and this necessitates this Amended and Restated Agreement to reflect the procedure determined by PERS to authorize this appointment.

NOW THEREFORE, in consideration of the above stated desires and the mutual covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

SECTION 1 – EMPLOYMENT CONDITIONS AND DUTIES

a. Employee is appointed by and shall serve at the pleasure of the General Manager, whose authority to appoint this position is set forth in the District Board approved Policy No. 4001.20. Employee has performed his due diligence to confirm with PERS that he may accept this temporary appointment as a PERS annuitant.

b. The Employee shall be responsible for performing duties of the Interim Director of Finance and Administrative Services position and other duties and special projects as assigned.

SECTION 2 – EMPLOYMENT TERM

a. District agrees to employ Employee and Employee agrees to be employed and remain in the employment of District for a term beginning November 7, 2022, and ending not later than December 31, 2023. This is an at-will position and Employee has no property interest in his position.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the District to terminate the services of the Employee at any time during such employment terms or any renewal thereof subject to the provisions as set forth in this agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the

right to resign at any time from this position with the District, subject to the provisions as set forth in this agreement.

SECTION 3 – EMPLOYEE RESIGNATION

In the event the Employee terminates this Employment Agreement by voluntary resignation, in writing, before expiration of the employment terms or any renewal(s) thereof Employee shall not be entitled to any severance pay but shall be entitled to payment in full for consideration during pay period. In the event that the Employee voluntarily resigns this position before normal expiration date of the employment terms or any renewal he shall give the District at least ten (10) days advanced written notice unless the parties agree otherwise. The Employee, should he resign, shall be paid for any earned salary to which he is entitled as of the final day on District payroll.

SECTION 4 – EMPLOYMENT TERMINATION

Employee serves in an at-will capacity as Interim Director of Finance and Administrative Services, during the period of time stated in this agreement. The District may terminate or remove the Employee with or without cause.

SECTION 5 – WORK HOURS

The General Manager shall coordinate the work schedule based upon needs of the District.

SECTION 6 – SALARY

The District shall pay the Employee for all services rendered and worked pursuant to this agreement at \$88.60 per hour, which represents the annual salary of the Director of Finance and Administrative Services position, divided by twelve months and divided again by 173.333, as required by Government Code Section 21221(h). Employee's salary will be paid on a bi-weekly basis in conformance with the District's established pay periods and pay days; although Employee is required by Government Code Sections 21221(h) to be compensated on an hourly basis, Employee is an FLSA exempt employee and is not entitled to overtime, even if his work week exceeds 40 hours. The Employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement.

SECTION 7 – INDEMNIFICATION

If the employee is named as a party in litigation relating to Employee's actions or inactions as a District employee, the District shall defend Employee and pay any

judgment which may be entered against Employee, consistent with the terms of applicable law including Government Code 810 et seq.

SECTION 8 – ENTIRE AGREEMENT AND AMENDMENTS

a. This agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the District and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

c. Amendments, modifications or changes may be made to this Agreement and shall become effective on the date contained therein when executed in writing and mutually signed by both parties to this Agreement.

d. This Agreement and any amendments, modifications or changes thereto shall be binding upon the District during its term.

e. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Employee and inure to the benefit of the heirs at law and executors of the Employee.

SECTION 9 – SEVERABILITY

If any provision or any portion hereof is held to be unconstitutional invalid or unenforceable, the remainder to this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

“EMPLOYEE”

“DISTRICT”

Carols Urrutia

Hilary M. Straus, General Manager

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 MEETING

SUBJECT : ADMINISTER OATH OF OFFICE TO RAYMOND A. RIEHLE AND DAVID C. WHEATON
STATUS : Discussion Item
REPORT DATE : December 11, 2022
PREPARED BY : Brittney Moore, Administrative Services Manager / Chief Board Clerk

OBJECTIVE:

The Oaths of Office to Director of Division 2—Raymond Riehle, and Division 3—David Wheaton.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 REGULAR MEETING

SUBJECT : SELECTION OF PRESIDENT AND VICE PRESIDENT
STATUS : Action Item
REPORT DATE : December 12, 2022
PREPARED BY : Brittney Moore, Administrative Services Manager

OBJECTIVE:

Consider selection of President and Vice President of the Board of Directors for 2023.

BACKGROUND AND ANALYSIS:

Pursuant to District Board of Directors and Officers, Policy No. 2010 (attached), a President and Vice President of the Board of Directors are to be elected by a majority vote of the Board in December of each year or as otherwise necessary.

The terms of office will begin as soon as acted upon by the Board.

RECOMMENDATION:

1. Receive nominations for President of the Board of Directors and conduct an election.
2. Receive nominations for Vice President of the Board of Directors and conduct an election.

ATTACHMENT:

Policy 2010 – President and Vice President of the Board of Directors

ACTION:

1. For President: _____

Moved by Director _____, Seconded by Director _____, Carried _____

2. For Vice President: _____

Moved by Director _____, Seconded by Director _____, Carried _____

2010.00 PRESIDENT AND VICE PRESIDENT OF THE BOARD OF DIRECTORS

A President and a Vice President of the Board of Directors shall be chosen from members of the Board of Directors. The President and Vice President shall perform duties as established by the Board of Directors and as required by law.

2010.10 Selection and Term of Office of President and Vice President

Each December or as otherwise necessary, the Board of Directors shall elect a President and a Vice President from among its members. Nominations from members of the Board will be requested and a President and a Vice President shall be elected by a majority vote of the Board of Directors. The term of office of the President and the Vice President shall begin immediately upon their election unless otherwise specified by the Board of Directors.

2010.20 Duties of the President

The President of the Board of Directors shall:

- 2010.21 Preside at meetings and hearings of the Board of Directors and conduct said meetings to ensure proper order and decorum.
- 2010.22 Execute documents on behalf of the District that are approved at the meeting including, but not limited to, warrants, resolutions, agreements, and contracts.
- 2010.23 Rule on points of order and passage or failure of motions, resolutions, or ordinances brought before the Board.
- 2010.24 Invite public participation when appropriate during meetings of the Board of Directors.
- 2010.25 Set the time and place for any special or emergency meeting of the Board of Directors.
- 2010.26 Serve as public spokesperson of the Board and express adopted policy of the District when called upon to do so.
- 2010.27 Represent the Board of Directors at public meetings or ceremonies when called upon to do so.
- 2010.28 Perform other duties as may be required by law or as directed by the Board of Directors.
- 2010.29 Appoint a member(s) of the Board of Directors, Officers or staff to serve or represent the District at public meetings, ceremonies or on committees on behalf of the District.

2010.30 Duties of the Vice President

In the absence of the President, the Vice President shall assume the duties of the President until such a time as the President is in attendance. In the event that the office of President is vacant, the

Vice President shall act in the place of the President until the Board of Directors elects a new President.

2010.40 Participation in Meetings of the Board of Directors

The President and Vice President shall have the same rights as other members of the Board of Directors in voting, introducing motions, resolutions, and ordinances, and any discussion of questions that follow said actions.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 MEETING

SUBJECT : APPOINTMENT OF BOARD REPRESENTATIVES AND ALTERNATES
 STATUS : Action Item
 REPORT DATE : December 12, 2022
 PREPARED BY : Brittney Moore, Administrative Services Manager

OBJECTIVE:

Consider appointments of members of the Board of Directors, Officers or staff to serve as District representatives to various organizations.

BACKGROUND AND ANALYSIS:

Appointment of Representatives

Pursuant to District practice, each December or as otherwise necessary, the Board of Directors has appointed its Members, Officers, or staff to serve as District representatives and/or alternates to various organizations as follows:

| Current 2022 Appointments | | | |
|--|----------|-----------------------|--|
| Organization | | Representative | Alternate |
| Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) | Director | David C. Wheaton | Raymond A. Riehle |
| | Staff | Brittney C. Moore | Vacant |
| Association of California Water Agencies (ACWA) Region 4 | | Caryl F. Sheehan | David C. Wheaton |
| Citrus Heights Regional Chamber of Commerce Government Issues Committee | | Lea Park-Kim | Vacant |
| San Juan Family of Agencies | Director | Raymond A. Riehle | Caryl F. Sheehan |
| | Staff | Hilary M. Straus | General Manager Appointee Based on Issue |
| Regional Water Authority (RWA) | Director | Caryl F. Sheehan | Raymond A. Riehle |
| | Staff | Hilary M. Straus | Rebecca A. Scott |
| Sacramento Groundwater Authority (SGA)* | | Caryl F. Sheehan | David C. Wheaton |
| Sacramento Water Forum | | Rebecca A. Scott | Jace Nunes |

*Changes must be confirmed by City of Citrus Heights

Staff will be ready to provide suggestions for these appointments at the December 21 Board Meeting should the Board wish to receive such input. It should be noted that these appointments by the Board of Directors are independent of appointments to ACWA Committees and the Sacramento Local Agency Formation Commission.

RECOMMENDATION:

Appoint Representatives to the following organizations listed below:

| 2023 Worksheet | | | |
|--|----------|-----------------------|--|
| Organization | | Representative | Alternate |
| Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) | Director | | |
| | Staff | Brittney Moore | Kayleigh Shepard |
| Association of California Water Agencies (ACWA) Region 4 | | | Hilary Straus |
| Citrus Heights Regional Chamber of Commerce Government Issues Committee | | Lea Park-Kim | Brittney Moore |
| San Juan Family of Agencies | Director | | |
| | Staff | Hilary Straus | General Manager Appointee Based on Issue |
| Regional Water Authority (RWA) | Director | | |
| | Staff | Hilary Straus | Rebecca Scott |
| Sacramento Groundwater Authority (SGA)* | | | |
| Sacramento Water Forum | | Rebecca Scott | Jace Nunes |

*Changes must be confirmed by City of Citrus Heights

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 MEETING

SUBJECT : APPOINTMENT OF DISTRICT OFFICERS
 STATUS : Action Item
 REPORT DATE : December 12, 2022
 PREPARED BY : Brittney Moore, Administrative Services Manager

OBJECTIVE:

Consider appointments and reconfirmations of District Officers

BACKGROUND AND ANALYSIS:

Pursuant to District Board of Directors and Officers Policy No. 2200 (attached) the Board of Directors shall appoint or reconfirm appointments of District Officers each December or as otherwise necessary. Current appointments are as follows:

| <u>Current Appointments</u> | <u>Officer</u> | <u>Deputy Officer</u> |
|-----------------------------|------------------|-----------------------|
| Assessor/Collector | Vacant | Dana R. Mellado |
| Treasurer | Vacant | Vacant |
| Secretary | Hilary M. Straus | Brittney C. Moore |

Staff recommends that new officers be appointed to the vacant positions, and all officers be reappointed to their respective positions.

Please note, it is recommended to appoint Brittney Moore as Interim Deputy Treasurer until the Accounting Manager/Principal Accountant position is filled, at which time the incumbent of that position will assume the Deputy Treasurer role.

RECOMMENDATION:

Appoint and/or reconfirm the following District Officers:

| | <u>Officer</u> | <u>Deputy Officer</u> |
|--------------------|-------------------|-----------------------|
| Assessor/Collector | Carlos A. Urrutia | Dana R. Mellado |
| Treasurer | Carlos A. Urrutia | Brittney C. Moore |
| Secretary | Hilary M. Straus | Brittney C. Moore |

ATTACHMENT:

Policy No. 2200 – Officers of the District

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

2200.00 OFFICERS OF THE DISTRICT

The offices of Assessor, Collector, Treasurer, and the position of Secretary are recognized as Officers of the District.

The office of Assessor and the office of Collector shall be consolidated into one office and titled Assessor / Collector.

2200.10 Appointment of Officers

The following District offices shall be filled by appointment by the Board of Directors to serve at the pleasure of the Board:

Assessor / Collector

Treasurer

Secretary

2200.20 Duties of Officers

The offices established by this policy shall perform all duties as prescribed by applicable law or District policy.

2200.50 Officers' and Deputy Officers' Compensation

Notwithstanding compensation received as employees of the District, Officers and Employees appointed pursuant to this policy shall not receive any additional compensation for their duties as District Officers and/or Deputy Officers.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A COST-OF-LIVING ADJUSTMENT TO SALARY SCHEDULE, RETIREE INSURANCE BENEFITS DIRECTORS' COMPENSATION, AND OTHER COMPENSATION ADJUSTMENT

STATUS : Action Item

REPORT DATE : December 12, 2022

PREPARED BY : Brittney Moore, Administrative Services Manager

OBJECTIVE:

1. Consider amending District Policy No. 4101.A1 Salary Schedule to include a Cost-of-Living Adjustment effective January 2, 2023;
2. Consider amending District Policy No. 4831, Insurance Benefits for Retirees Retiring After March 19, 1996 for consistency with the amended Salary Schedule;
3. Consider amending District Policy No. 4101.A2 Other Compensation, to include an Adjustment to the District's Standby Duty Pay effective January 2, 2023;
4. Provide direction to staff regarding Compensation of the Board of Directors.

BACKGROUND AND ANALYSIS:

Cost-of-Living Adjustment to District Salary Schedule

CHWD Policy 4102, Salary Cost of Living Adjustments (COLA), provides for considering a COLA to CHWD's salary schedule upon recommendation by the General Manager and approval by the Board of Directors. The policy provides a guideline to utilize the Consumer Price Index for All Urban West Consumers (CPI-U), an index of thirteen states, including California, produced by the U.S. Department of Labor. However, the CPI-U has increased by a total 8.1 percent for the twelve-month period ending in October 2022 (Attachment 1), with area prices up 0.7 percent over the past month.

A significant driver of the year-over-year increase was the price of food, which rose by 10.5 percent and the increased price of gasoline. During years where the economy is experiencing a normal inflation rate, the District's methodology to arrive at a proposed COLA would be to utilize the CPI-U period from January to June of the current year. From January 2022 to June 2022 the average is 8.3 percent.

In an effort to balance costs and available resources in the upcoming budget year, COLA data from 17 comparable agencies were reviewed, along with the District's financial resources, and based upon direction provided by the Board in early December, a COLA adjustment of 4.8 percent for 2023 is included in the recommended action/motion as part of this Board agenda item.

Included with this report is the current Salary Schedule Policy No. 4101.A1 (Attachment 2), and a proposed revised Salary Schedule (Attachment 3) that includes salary range adjustments that reflect the recommended 4.8 percent increase. The revised schedule shows salary ranges based upon hourly rates and a calculated average monthly rate based upon the hourly rate. Dollar amounts on the schedule are rounded to the nearest whole cent or dollar as applicable.

Retiree Insurance Benefits

District Human Resources Policy No. 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 provides as a guideline that the amount of District financial participation in retiree health insurance set forth in the policy will be amended annually in the amount of the percent change in the CPI-U referenced above. However, as is the case with the COLA discussion above, and in keeping with past practice to apply the same COLA to the insurance benefits for retirees as applies to District staff salaries, a copy of Policy No. 4831 is attached as Attachment 4, with a 4.8 percent increase to the retiree insurance benefit.

Standby Duty Pay

District Human Resources Policy No. 4101.A2 Other Compensation (Attachment 5) provides the amounts that field operators receive when holding standby duty during regular workdays, weekends, and District Holidays. Upon review of 2022 Compensation Study data, it was identified that an adjustment to the District's standby duty pay would be recommended to stay consistent and competitive with the District's comparable agencies in its labor market.

Standby duty pay was last adjusted by 8 percent in 2015 from \$320 weekly to \$345. Prior to 2015, there had been no adjustments to standby pay since 2005. Staff is proposing an adjustment to \$500 weekly effective January 2, 2023. The annual cost difference for the District is \$8,060.00. The proposed adjustment has been factored into the 2023 District budget.

Cost-of-Living Adjustment for Directors' Compensation

The Board of Directors approved Ordinance No. 01-2017 on April 5, 2017 setting Directors' compensation at \$150.00 per day for attending Board meetings and other Board-sanctioned functions. This amount was an update from the previous rate of \$145 per day set forth in Ordinance 01-2008, approved on January 8, 2008.

Under the current Ordinance and District Board of Directors and Officers Policy 2040 (Attachment 6), changes in compensation of Directors requires approval of the Board of Directors (adoption of a new ordinance adjusting the compensation) during an Open Session at a Regular Meeting held at least 60 days prior to the effective date of the change.

A 4.8 percent COLA increase in Directors' compensation would result in an increase of \$7.20 in the daily compensation rate, making the rate \$157.20.

If the Board wishes to amend Director's compensation, a new ordinance will need to be prepared for consideration at a future Board meeting. If adopted, the ordinance would go into effect 60 days following adoption, pursuant to provisions of the State Water Code.

RECOMMENDATION:

1. Amend District Policy No. 4101.A1 Salary Schedule (Attachment 3) as presented to include a 4.8 percent Cost-of-Living Adjustment to the District's Salary Schedule effective January 2, 2023; and

2. Amend District Policy 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 (Attachment 4) as presented to include a 4.8 percent Cost-of-Living Adjustment to the monthly insurance benefit amount for retirees to reflect said adjustments in the CPI-U; and
3. Amend District Policy No. 4101.A2 Other Compensation (Attachment 5) to include an Adjustment to the District's Standby Duty Pay
4. Provide direction to staff regarding Compensation of the Board of Directors.

Attachments:

1. Consumer Price Index, West Region – October 2022
2. Policy No. 4101.A1 – Salary Schedule
3. Proposed Policy No 4101.A1 – Salary Schedule
4. Proposed Policy No. 4831 – Retiree Insurance Benefits
5. Proposed Policy No. 4101.A2 – Other Compensation
6. Policy No. 2040 – Director's Compensation

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

ATTACHMENT 1

**Consumer Price Index, West Region-October
2022**



Western Information Office

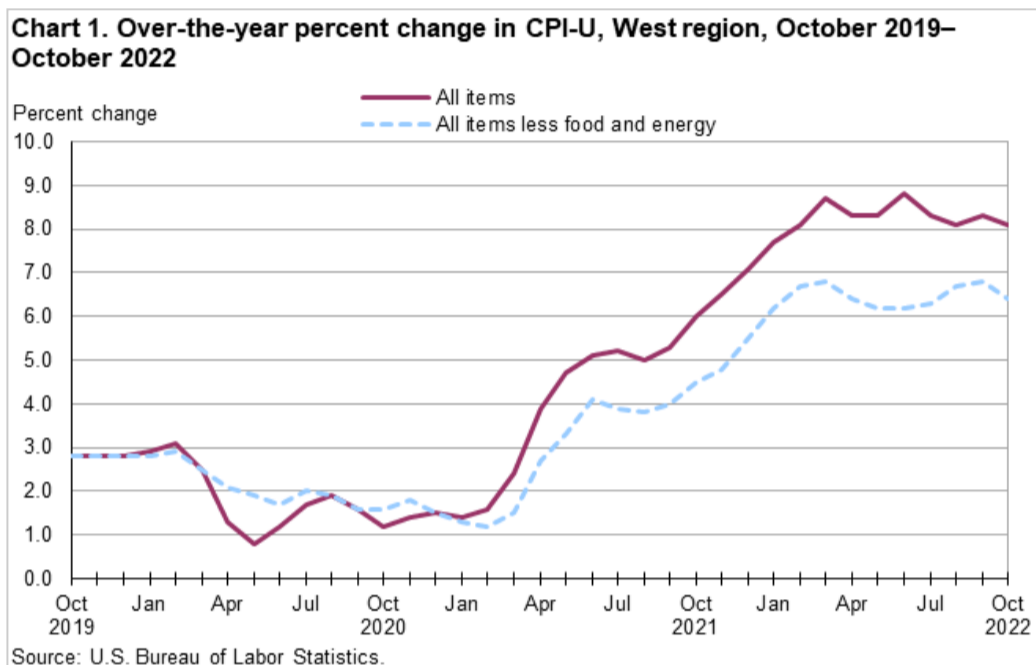
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Consumer Price Index, West Region — October 2022

Area prices were up 0.7 percent over the past month, up 8.1 percent from a year ago

Prices in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), increased 0.7 percent in October, the U.S. Bureau of Labor Statistics reported today. (See [table A.](#)) The October increase was influenced by higher prices for gasoline and shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U increased 8.1 percent. (See [chart 1](#) and [table A.](#)) Food prices rose 10.5 percent. Energy prices increased 24.1 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy increased 6.4 percent over the year. (See [table 1.](#))

[View Chart Data](#)**Food**

Food prices advanced 0.6 percent for the month of October. (See [table 1.](#)) Prices for food at home increased 0.2 percent, with higher prices in four of the six grocery categories. Prices for food away from home rose 1.2 percent for the same period.

Over the year, food prices rose 10.5 percent. Prices for food at home rose 11.8 percent since a year ago. Price increases across food at home expenditure categories ranged from 8.1 percent for meats, poultry, fish, and eggs to 14.9 percent for other food at home. Prices for food away from home rose 8.5 percent.

Energy

The energy index increased 5.2 percent over the month. The increase was mainly due to higher prices for gasoline (8.3 percent). Prices for electricity advanced 1.9 percent, but prices for natural gas service decreased 3.2 percent for the same period.

Energy prices increased 24.1 percent over the year, largely due to higher prices for gasoline (33.6 percent). Prices paid for natural gas service increased 12.7 percent, and prices for electricity rose 9.8 percent during the past year.

All items less food and energy

The index for all items less food and energy increased 0.3 percent in October. Higher prices for shelter (0.6 percent) and recreation (0.5 percent) were partially offset by lower prices for used cars and trucks (-2.2 percent), medical care (-0.5 percent), and household furnishings and operations (-0.3 percent).

Over the year, the index for all items less food and energy increased 6.4 percent. Components contributing to the increase included shelter (7.2 percent), new and used motor vehicles (6.8 percent), and medical care (5.8 percent).

Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

| Month | 2018 | | 2019 | | 2020 | | 2021 | | 2022 | |
|-----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|
| | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month |
| January | 0.5 | 3.1 | 0.2 | 2.7 | 0.3 | 2.9 | 0.2 | 1.4 | 0.9 | 7.7 |
| February | 0.5 | 3.1 | 0.2 | 2.4 | 0.4 | 3.1 | 0.5 | 1.6 | 0.8 | 8.1 |
| March | 0.4 | 3.2 | 0.4 | 2.4 | -0.2 | 2.5 | 0.7 | 2.4 | 1.3 | 8.7 |
| April | 0.4 | 3.2 | 0.8 | 2.9 | -0.4 | 1.3 | 1.0 | 3.9 | 0.7 | 8.3 |
| May | 0.5 | 3.5 | 0.5 | 2.9 | 0.1 | 0.8 | 0.8 | 4.7 | 0.8 | 8.3 |
| June | 0.2 | 3.6 | 0.0 | 2.7 | 0.4 | 1.2 | 0.9 | 5.1 | 1.2 | 8.8 |
| July | 0.1 | 3.6 | 0.0 | 2.7 | 0.5 | 1.7 | 0.6 | 5.2 | 0.1 | 8.3 |
| August | 0.2 | 3.6 | 0.1 | 2.6 | 0.3 | 1.9 | 0.2 | 5.0 | 0.0 | 8.1 |
| September | 0.3 | 3.4 | 0.3 | 2.6 | 0.0 | 1.6 | 0.2 | 5.3 | 0.3 | 8.3 |

News Release Information

22-2150-SAN
Thursday, November 10, 2022

Contacts

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www.bls.gov/regions/west

Media contact:
(415) 625-2270

Related Links

[CPI historical databases](#)

| Month | 2018 | | 2019 | | 2020 | | 2021 | | 2022 | |
|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|
| | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month |
| October | 0.4 | 3.5 | 0.5 | 2.8 | 0.2 | 1.2 | 0.8 | 6.0 | 0.7 | 8.1 |
| November | -0.2 | 3.3 | -0.1 | 2.8 | 0.0 | 1.4 | 0.5 | 6.5 | | |
| December | -0.2 | 3.1 | -0.2 | 2.8 | -0.1 | 1.5 | 0.4 | 7.1 | | |

The November 2022 Consumer Price Index for the West Region is scheduled to be released on December 13, 2022.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The West Region covered in this release is comprised of the following thirteen states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

West (1982-84=100 unless otherwise noted)

| Item and Group | Indexes | | | | Percent change from- | | |
|--|-----------------|-----------|-----------|-----------|----------------------|-----------|-----------|
| | Historical data | Aug. 2022 | Sep. 2022 | Oct. 2022 | Oct. 2021 | Aug. 2022 | Sep. 2022 |
| Expenditure category | | | | | | | |
| All Items | | 314.013 | 315.094 | 317.299 | 8.1 | 1.0 | 0.7 |
| All items (December 1977=100) | | 507.585 | 509.331 | 512.896 | | | |
| Food and beverages | | 321.522 | 323.196 | 325.289 | 10.1 | 1.2 | 0.6 |
| Food | | 323.582 | 325.368 | 327.312 | 10.5 | 1.2 | 0.6 |
| Food at home | | 309.684 | 311.473 | 312.155 | 11.8 | 0.8 | 0.2 |
| Cereals and bakery products | | 315.874 | 316.590 | 320.348 | 14.3 | 1.4 | 1.2 |
| Meats, poultry, fish, and eggs | | 338.220 | 342.424 | 343.299 | 8.1 | 1.5 | 0.3 |
| Dairy and related products | | 284.299 | 285.055 | 283.916 | 14.0 | -0.1 | -0.4 |
| Fruits and vegetables | | 390.537 | 395.247 | 391.901 | 9.7 | 0.3 | -0.8 |
| Nonalcoholic beverages and beverage materials | | 216.670 | 219.904 | 220.708 | 11.0 | 1.9 | 0.4 |
| Other food at home | | 266.031 | 264.816 | 266.416 | 14.9 | 0.1 | 0.6 |
| Food away from home | | 339.446 | 341.180 | 345.261 | 8.5 | 1.7 | 1.2 |
| Alcoholic beverages | | 289.581 | 289.606 | 293.879 | 4.9 | 1.5 | 1.5 |
| Housing | | 341.297 | 343.325 | 345.092 | 7.4 | 1.1 | 0.5 |
| Shelter | | 390.037 | 392.875 | 395.367 | 7.2 | 1.4 | 0.6 |

Footnotes

- (1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.
- (2) Indexes on a December 1982=100 base.
- (3) Indexes on a December 1997=100 base.
- (4) Special index based on a substantially smaller sample.
- (5) Indexes on a December 1993=100 base.
- (6) Indexes on a December 1977=100 base.

- Data not available

Regions defined as the four Census regions. West includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

| Item and Group | Indexes | | | | Percent change from- | | |
|--|-----------------|-----------|-----------|-----------|----------------------|-----------|-----------|
| | Historical data | Aug. 2022 | Sep. 2022 | Oct. 2022 | Oct. 2021 | Aug. 2022 | Sep. 2022 |
| Rent of primary residence ⁽¹⁾ | | 412.007 | 415.793 | 418.953 | 7.2 | 1.7 | 0.8 |
| Owners' equiv. rent of residences ⁽¹⁾⁽²⁾ | | 409.704 | 413.541 | 416.203 | 7.2 | 1.6 | 0.6 |
| Owners' equiv. rent of primary residence ⁽¹⁾⁽²⁾ | | 409.522 | 413.341 | 415.996 | 7.1 | 1.6 | 0.6 |
| Fuels and utilities | | 376.664 | 378.177 | 379.933 | 8.8 | 0.9 | 0.5 |
| Household energy | | 327.690 | 329.464 | 332.078 | 10.8 | 1.3 | 0.8 |
| Energy services ⁽¹⁾ | | 329.254 | 331.435 | 333.224 | 10.5 | 1.2 | 0.5 |
| Electricity ⁽¹⁾ | | 355.707 | 356.042 | 362.797 | 9.8 | 2.0 | 1.9 |
| Utility (piped) gas service ⁽¹⁾ | | 287.655 | 294.166 | 284.737 | 12.7 | -1.0 | -3.2 |
| Household furnishings and operations | | 156.027 | 155.649 | 155.108 | 7.5 | -0.6 | -0.3 |
| Apparel | | 123.502 | 125.596 | 125.343 | 4.3 | 1.5 | -0.2 |
| Transportation | | 283.159 | 281.109 | 287.321 | 15.1 | 1.5 | 2.2 |
| Private transportation | | 281.395 | 279.405 | 285.147 | 14.1 | 1.3 | 2.1 |
| New and used motor vehicles ⁽³⁾ | | 131.094 | 129.218 | 128.176 | 6.8 | -2.2 | -0.8 |
| New vehicles | | 173.955 | 174.083 | 174.748 | 7.0 | 0.5 | 0.4 |
| New cars and trucks ⁽³⁾⁽⁴⁾ | | | | | | | |
| New cars ⁽⁴⁾ | | 173.975 | 174.279 | 174.793 | 8.9 | 0.5 | 0.3 |
| Used cars and trucks | | 204.650 | 195.855 | 191.640 | 2.7 | -6.4 | -2.2 |
| Motor fuel | | 401.599 | 400.726 | 433.144 | 33.8 | 7.9 | 8.1 |
| Gasoline (all types) | | 398.778 | 398.085 | 430.968 | 33.6 | 8.1 | 8.3 |
| Gasoline, unleaded regular ⁽⁴⁾ | | 395.449 | 394.709 | 427.664 | 33.9 | 8.1 | 8.3 |
| Gasoline, unleaded midgrade ⁽⁴⁾⁽⁵⁾ | | 379.059 | 378.897 | 409.380 | 33.0 | 8.0 | 8.0 |
| Gasoline, unleaded premium ⁽⁴⁾ | | 386.612 | 386.142 | 416.636 | 32.2 | 7.8 | 7.9 |
| Medical Care | | 575.535 | 581.386 | 578.273 | 5.8 | 0.5 | -0.5 |
| Medical care commodities | | 434.650 | 433.516 | 433.426 | 3.7 | -0.3 | 0.0 |
| Medical care services | | 619.063 | 627.061 | 623.019 | 6.3 | 0.6 | -0.6 |
| Professional services | | 391.203 | 399.239 | 397.833 | 5.0 | 1.7 | -0.4 |
| Recreation ⁽³⁾ | | 124.640 | 124.771 | 125.367 | 2.4 | 0.6 | 0.5 |
| Education and communication ⁽³⁾ | | 142.874 | 143.433 | 143.188 | 0.8 | 0.2 | -0.2 |
| Tuition, other school fees, and child care ⁽⁶⁾ | | 1,611.267 | 1,631.390 | 1,625.960 | 3.9 | 0.9 | -0.3 |
| Other goods and services | | 508.756 | 506.461 | 509.802 | 5.5 | 0.2 | 0.7 |
| Commodity and Service Group | | | | | | | |
| All Items | | 314.013 | 315.094 | 317.299 | 8.1 | 1.0 | 0.7 |
| Commodities | | 228.731 | 228.268 | 230.415 | 9.8 | 0.7 | 0.9 |
| Commodities less food & beverages | | 182.479 | 181.280 | 183.324 | 9.6 | 0.5 | 1.1 |
| Nondurables less food & beverages | | 239.234 | 239.801 | 247.557 | 14.9 | 3.5 | 3.2 |
| Nondurables less food, beverages, and apparel | | 319.900 | 319.531 | 332.569 | 17.8 | 4.0 | 4.1 |
| Durables | | 131.431 | 129.390 | 128.069 | 4.6 | -2.6 | -1.0 |
| Services | | 391.538 | 394.206 | 396.383 | 7.2 | 1.2 | 0.6 |
| Rent of shelter ⁽²⁾ | | 415.664 | 418.772 | 421.427 | 7.3 | 1.4 | 0.6 |
| Transportation services | | 359.466 | 361.129 | 367.184 | 15.5 | 2.1 | 1.7 |
| Other services | | 386.802 | 388.271 | 390.163 | 2.8 | 0.9 | 0.5 |
| Special aggregate indexes: | | | | | | | |
| All items less medical care | | 301.976 | 302.853 | 305.272 | 8.3 | 1.1 | 0.8 |
| All items less food | | 312.659 | 313.629 | 315.876 | 7.8 | 1.0 | 0.7 |
| All items less shelter | | 284.237 | 284.606 | 286.702 | 8.7 | 0.9 | 0.7 |

Footnotes

(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

(4) Special index based on a substantially smaller sample.













(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1977=100 base.

- Data not available

Regions defined as the four Census regions. West includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

| Item and Group | Indexes | | | | Percent change from- | | |
|--|--|-----------|-----------|-----------|----------------------|-----------|-----------|
| | Historical data | Aug. 2022 | Sep. 2022 | Oct. 2022 | Oct. 2021 | Aug. 2022 | Sep. 2022 |
| Commodities less food |  | 186.834 | 185.649 | 187.765 | 9.4 | 0.5 | 1.1 |
| Nondurables |  | 280.709 | 281.818 | 286.867 | 12.2 | 2.2 | 1.8 |
| Nondurables less food |  | 243.561 | 244.101 | 251.708 | 14.2 | 3.3 | 3.1 |
| Nondurables less food and apparel |  | 316.645 | 316.311 | 328.539 | 16.7 | 3.8 | 3.9 |
| Services less rent of shelter ⁽²⁾ |  | 404.763 | 407.158 | 408.954 | 7.0 | 1.0 | 0.4 |
| Services less medical care services |  | 375.643 | 377.954 | 380.535 | 7.2 | 1.3 | 0.7 |
| Energy |  | 375.830 | 376.137 | 395.694 | 24.1 | 5.3 | 5.2 |
| All items less energy |  | 312.536 | 313.676 | 314.760 | 7.0 | 0.7 | 0.3 |
| All items less food and energy |  | 311.515 | 312.548 | 313.489 | 6.4 | 0.6 | 0.3 |
| Commodities less food and energy commodities |  | 164.285 | 163.111 | 162.359 | 4.7 | -1.2 | -0.5 |
| Energy commodities |  | 408.291 | 407.149 | 440.236 | 33.6 | 7.8 | 8.1 |
| Services less energy services |  | 396.679 | 399.386 | 401.594 | 7.0 | 1.2 | 0.6 |

Footnotes

(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1977=100 base.

- Data not available

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NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

Last Modified Date: Thursday, November 10, 2022

U.S. BUREAU OF LABOR STATISTICS Western Information Office Attn: EA & I, 90 Seventh Street Suite 14-100 San Francisco, CA 94103-6715

Telephone: 1-415-625-2270 www.bls.gov/regions/west [Contact Western Region](#)

ATTACHMENT 2
Policy No. 4101.A1-Salary Schedule

Attachment 4101.A1 SALARY SCHEDULE ADOPTED - EFFECTIVE JANUARY 3, 2022
 HOURLY AND MONTHLY* SALARY RANGE

| JOB TITLE / JOB CLASS | 2022 Base Hourly | 2022 Base Monthly | 2022 Maximum Hourly | 2022 Maximum Monthly |
|--|---------------------|----------------------|---------------------------|----------------------------|
| <u>Organizational Leadership</u> | | | | |
| General Manager (E) | 86.19 | 14,940.06 | 116.37 | 20,170.51 |
| Assistant General Manager (E) | 72.18 | 12,510.87 | 97.45 | 16,891.64 |
| <u>Accounting Series</u> | | | | |
| Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services (E) | 65.62 | 11,374.98 | 88.60 | 15,356.85 |
| Accounting Manager /Principal Accountant (E) | 48.07 | 8,332.23 | 64.89 | 11,247.97 |
| Senior Accountant (E) | 41.14 | 7,130.16 | 55.53 | 9,625.53 |
| Accountant | 37.40 | 6,482.61 | 50.48 | 8,749.02 |
| <u>Customer Service Series</u> | | | | |
| Senior Customer Services Specialist | 35.76 | 6,198.19 | 48.29 | 8,369.80 |
| Customer Service Specialist | 32.32 | 5,602.52 | 43.64 | 7,564.84 |
| Customer Service Technician | 26.72 | 4,631.20 | 36.07 | 6,251.86 |
| <u>Engineering Technical Series</u> | | | | |
| Project Manager (E) | 55.62 | 9,641.63 | 75.09 | 13,015.31 |
| Engineering Supervisor/Principal GIS Specialist (E) | 43.32 | 7,509.38 | 58.48 | 10,137.13 |
| Engineering/GIS Specialist | 37.68 | 6,530.91 | 50.87 | 8,817.00 |
| Engineering/GIS Technician | 34.24 | 5,935.24 | 46.23 | 8,013.82 |

Attachment 4101.A1 SALARY SCHEDULE ADOPTED - EFFECTIVE JANUARY 3, 2022
HOURLY AND MONTHLY* SALARY RANGE

| JOB TITLE / JOB CLASS | 2022 Base Hourly | 2022 Base Monthly | 2022 Maximum Hourly | 2022 Maximum Monthly |
|---|---------------------|----------------------|---------------------------|----------------------------|
| Engineering Aide | 29.77 | 5,160.69 | 40.22 | 6,970.95 |
| <u>Construction Inspection Series</u> | | | | |
| Construction Inspection Supervisor/Principal Construction Inspector (E) | 42.14 | 7,303.67 | 56.88 | 9,859.87 |
| Senior Construction Inspector | 36.64 | 6,350.24 | 49.46 | 8,573.72 |
| Construction Inspector | 33.31 | 5,774.25 | 44.97 | 7,795.59 |
| <u>Engineering Series</u> | | | | |
| Director of Engineering /District Engineer (E) | 72.18 | 12,510.87 | 97.45 | 16,891.64 |
| Principal Civil Engineer (E) | 65.62 | 11,374.98 | 88.60 | 15,356.85 |
| Senior Civil Engineer (E) | 59.66 | 10,341.05 | 80.54 | 13,959.80 |
| Associate Civil Engineer (E) | 54.24 | 9,401.93 | 73.22 | 12,691.54 |
| Assistant Civil Engineer | 47.17 | 8,176.60 | 63.68 | 11,038.68 |
| Assistant Engineer | 37.68 | 6,530.91 | 50.93 | 8,827.73 |
| <u>Information Technology (IT) Series</u> | | | | |
| Information Technology Manager (E) | 51.46 | 8,918.96 | 69.46 | 12,040.41 |
| Principal Information Technology Analyst (E) | 46.78 | 8,108.63 | 63.15 | 10,945.67 |
| Senior Information Technology Analyst | 42.52 | 7,369.86 | 57.41 | 9,951.09 |
| Information Technology Analyst | 38.66 | 6,700.84 | 52.32 | 9,069.22 |

Attachment 4101.A1 SALARY SCHEDULE ADOPTED - EFFECTIVE JANUARY 3, 2022
 HOURLY AND MONTHLY* SALARY RANGE

| JOB TITLE / JOB CLASS | 2022 Base Hourly | 2022 Base Monthly | 2022 Maximum Hourly | 2022 Maximum Monthly |
|---|---------------------|----------------------|---------------------------|----------------------------|
| Information Technology Technician | 32.22 | 5,584.63 | 43.50 | 7,539.79 |
| <u>Management Services (MS) Series</u> | | | | |
| Administrative Services Manager/ Principal Management Analyst /Chief Board Clerk (E) | 48.64 | 8,430.61 | 65.68 | 11,383.92 |
| Senior Management Analyst (E) | 42.29 | 7,330.50 | 57.11 | 9,899.22 |
| Management Analyst | 38.44 | 6,663.28 | 51.92 | 8,999.45 |
| Management Technician | 34.96 | 6,060.45 | 47.19 | 8,180.18 |
| <u>Communications & Public Engagement Series</u> | | | | |
| Communications & Public Engagement Manager /Principal Communications & Public Engagement Analyst (E) | 48.64 | 8,430.61 | 65.68 | 11,383.92 |
| Senior Communications & Public Engagement Analyst (E) | 42.29 | 7,330.50 | 57.11 | 9,899.22 |
| Communications and Public Engagement Analyst | 38.44 | 6,663.28 | 51.92 | 8,999.45 |
| Communications & Public Engagement Technician | 34.96 | 6,060.45 | 47.19 | 8,180.18 |

Attachment 4101.A1 SALARY SCHEDULE ADOPTED - EFFECTIVE JANUARY 3, 2022

HOURLY AND MONTHLY* SALARY RANGE

| JOB TITLE / JOB CLASS | 2022 Base Hourly | 2022 Base Monthly | 202 Maximum Hourly | 2022 Maximum Monthly |
|--|---------------------|----------------------|--------------------------|----------------------------|
| <u>Water Distribution Series</u> | | | | |
| Director of Operations (E) | 65.62 | 11,374.98 | 88.60 | 15,356.85 |
| Water Distribution Supervisor (E) | 49.77 | 8,627.38 | 67.19 | 11,646.88 |
| Assistant Water Distribution Supervisor | 42.55 | 7,375.22 | 57.44 | 9,956.46 |
| Water Distribution Lead Worker/Operator | 37.01 | 6,414.64 | 49.95 | 8,657.79 |
| Water Distribution Operator II | 33.63 | 5,829.70 | 45.41 | 7,870.72 |
| Water Distribution Operator I | 30.58 | 5,300.21 | 41.29 | 7,156.99 |
| Water Distribution Worker | 22.07 | 3,826.24 | 29.79 | 5,164.27 |
| <u>Operations Specialist Series</u> | | | | |
| Principal Operations Specialist | 49.77 | 8,627.38 | 67.19 | 11,646.88 |
| Senior Operations Specialist | 45.24 | 7,842.10 | 61.07 | 10,586.12 |
| Operations Specialist | 38.85 | 6,734.83 | 52.44 | 9,088.89 |
| Operations Technician | 35.32 | 6,121.27 | 47.68 | 8,264.26 |
| <u>Water Efficiency Series</u> | | | | |
| Water Efficiency Supervisor (E) | 38.98 | 6,756.30 | 52.62 | 9,121.09 |
| Senior Water Efficiency Specialist | 33.90 | 5,876.21 | 45.77 | 7,933.33 |
| Water Efficiency Specialist | 30.81 | 5,339.57 | 41.61 | 7,212.44 |
| Water Efficiency Technician | 28.02 | 4,856.59 | 37.81 | 6,554.16 |
| <u>Water Resources Series</u> | | | | |
| Water Resources Supervisor/Chief Operator (E) | 49.77 | 8,627.38 | 67.19 | 11,646.88 |
| Water Resources Specialist | 35.37 | 6,130.22 | 47.76 | 8,278.57 |
| Water Resources Technician | 32.16 | 5,573.90 | 43.41 | 7,523.69 |

| JOB TITLE / JOB CLASS | 2022 Base Hourly | 2022 Base Monthly | 202 Maximum Hourly | 2022 Maximum Monthly |
|------------------------------------|---------------------|----------------------|--------------------------|----------------------------|
| <u>Miscellaneous Series</u> | | | | |
| Intern | 12.79 | 2,216.32 | 25.56 | 4,430.86 |

ATTACHMENT 3

Proposed Policy No. 4101.A1-Salary Schedule

Attachment 4101.A1 SALARY SCHEDULE PROPOSED- EFFECTIVE JANUARY 2, 2023
HOURLY AND MONTHLY* SALARY RANGE

| JOB TITLE / JOB CLASS | 2023 Base Hourly | 2023 Base Monthly | 2023 Maximum Hourly | 2023 Maximum Monthly |
|---|---------------------|----------------------|---------------------------|-------------------------|
| <u>Organizational Leadership</u> | | | | |
| General Manager (E) | 90.33 | 15,657.18 | 121.95 | 21,138.69 |
| Assistant General Manager (E) | 75.64 | 13,111.39 | 102.13 | 17,702.44 |
| <u>Accounting Series</u> | | | | |
| Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services (E) | 68.77 | 11,920.98 | 92.85 | 16,093.98 |
| Accounting Manager /Principal Accountant (E) | 50.38 | 8,732.18 | 68.01 | 11,787.87 |
| Senior Accountant (E) | 43.11 | 7,472.41 | 58.19 | 10,087.56 |
| Accountant | 39.19 | 6,793.78 | 52.90 | 9,168.97 |
| <u>Customer Service Series</u> | | | | |
| Senior Customer Services Specialist | 37.47 | 6,495.70 | 50.61 | 8,771.55 |
| Customer Service Specialist | 33.87 | 5,871.44 | 45.74 | 7,927.95 |
| Customer Service Technician | 28.00 | 4,853.50 | 37.80 | 6,551.95 |
| <u>Engineering Technical Series</u> | | | | |
| Project Manager (E) | 58.29 | 10,104.43 | 78.70 | 13,640.04 |
| Engineering Supervisor/Principal GIS Specialist (E) | 45.40 | 7,869.83 | 61.29 | 10,623.71 |
| Engineering/GIS Specialist | 39.48 | 6,844.39 | 53.31 | 9,240.22 |
| Engineering/GIS Technician | 35.88 | 6,220.13 | 48.45 | 8,398.48 |
| Engineering Aide | 31.20 | 5,408.40 | 42.15 | 7,305.56 |
| <u>Construction Inspection Series</u> | | | | |
| Construction Inspection Supervisor/Principal Construction Inspector (E) | 44.16 | 7,654.25 | 59.61 | 10,333.14 |
| Senior Construction Inspector | 38.39 | 6,655.05 | 51.84 | 8,985.26 |
| Construction Inspector | 34.91 | 6,051.41 | 47.13 | 8,169.78 |
| <u>Engineering Series</u> | | | | |
| Director of Engineering /District Engineer (E) | 75.64 | 13,111.39 | 102.13 | 17,702.44 |
| Principal Civil Engineer (E) | 68.77 | 11,920.98 | 92.85 | 16,093.98 |
| Senior Civil Engineer (E) | 62.53 | 10,837.42 | 84.40 | 14,629.87 |
| Associate Civil Engineer (E) | 56.84 | 9,853.22 | 76.73 | 13,300.73 |
| Assistant Civil Engineer | 49.43 | 8,569.08 | 66.74 | 11,568.54 |
| Assistant Engineer | 39.48 | 6,844.39 | 53.37 | 9,251.46 |
| <u>Information Technology (IT) Series</u> | | | | |
| Information Technology Manager (E) | 53.93 | 9,347.07 | 72.79 | 12,618.35 |
| Principal Information Technology Analyst (E) | 49.03 | 8,497.84 | 66.18 | 11,471.06 |
| Senior Information Technology Analyst | 44.56 | 7,723.61 | 60.17 | 10,428.74 |
| Information Technology Analyst | 40.52 | 7,022.48 | 54.83 | 9,504.54 |
| Information Technology Technician | 33.77 | 5,852.69 | 45.59 | 7,901.70 |
| <u>Management Services (MS) Series</u> | | | | |
| Administrative Services Manager/Principal Management Analyst/Chief Board Clerk (E) | 50.97 | 8,835.28 | 68.83 | 11,930.35 |

| JOB TITLE / JOB CLASS | 2023 Base Hourly | 2023 Base Monthly | 2023 Maximum Hourly | 2023 Maximum Monthly |
|--|------------------|-------------------|---------------------|----------------------|
| Senior Management Analyst (E) | 44.32 | 7,682.36 | 59.85 | 10,374.38 |
| Management Analyst | 40.29 | 6,983.12 | 54.41 | 9,431.42 |
| Management Technician | 36.64 | 6,351.35 | 49.46 | 8,572.83 |
| <u>Communications & Public Engagement Series</u> | | | | |
| Communications & Public Engagement Manager/Principal Communications & Public Engagement Analyst (E) | 50.97 | 8,835.28 | 68.83 | 11,930.35 |
| Senior Communications and Public Engagement Analyst (E) | 44.32 | 7,682.36 | 59.85 | 10,374.38 |
| Communications and Public Engagement Analyst | 40.29 | 6,983.12 | 54.41 | 9,431.42 |
| Communications and Public Engagement Technician | 36.64 | 6,351.35 | 49.46 | 8,572.83 |
| <u>Water Distribution Series</u> | | | | |
| Director of Operations (E) | 68.77 | 11,920.98 | 92.85 | 16,093.98 |
| Water Distribution Supervisor (E) | 52.16 | 9,041.49 | 70.42 | 12,205.93 |
| Assistant Water Distribution Supervisor | 44.59 | 7,729.23 | 60.20 | 10,434.37 |
| Water Distribution Lead Worker/Operator | 38.79 | 6,722.54 | 52.35 | 9,073.36 |
| Water Distribution Operator II | 35.24 | 6,109.53 | 47.59 | 8,248.51 |
| Water Distribution Operator I | 32.05 | 5,554.62 | 43.27 | 7,500.53 |
| Water Distribution Worker | 23.13 | 4,009.90 | 31.22 | 5,412.15 |
| <u>Operations Specialist Series</u> | | | | |
| Principal Operations Specialist | 52.16 | 9,041.49 | 70.42 | 12,205.93 |
| Senior Operations Specialist | 47.41 | 8,218.52 | 64.00 | 11,094.25 |
| Operations Specialist | 40.72 | 7,058.10 | 54.96 | 9,525.16 |
| Operations Technician | 37.01 | 6,415.09 | 49.97 | 8,660.94 |
| <u>Water Efficiency Series</u> | | | | |
| Water Efficiency Supervisor (E) | 40.85 | 7,080.60 | 55.15 | 9,558.90 |
| Senior Water Efficiency Specialist | 35.53 | 6,158.27 | 47.96 | 8,314.13 |
| Water Efficiency Specialist | 32.29 | 5,595.87 | 43.60 | 7,558.64 |
| Water Efficiency Technician | 29.37 | 5,089.71 | 39.63 | 6,868.76 |
| <u>Water Resources Series</u> | | | | |
| Water Resources Supervisor/Chief Operator (E) | 52.16 | 9,041.49 | 70.42 | 12,205.93 |
| Water Resources Specialist | 37.07 | 6,424.47 | 50.05 | 8,675.94 |
| Water Resources Technician | 33.70 | 5,841.45 | 45.49 | 7,884.83 |
| <u>Miscellaneous Series</u> | | | | |
| Intern | 15.50 | 2,686.66 | 26.79 | 4,643.54 |

ATTACHMENT 4

Proposed Policy No. 4831-Retiree Insurance Benefits

4831.00 INSURANCE BENEFITS FOR RETIREES

For employees hired prior to January 31, 2019 who have not opted into the District's health reimbursement account benefit program, the District will participate in the cost of health, dental and vision insurance coverage for retired employees and their qualified spouse, registered domestic partner, and dependents based upon length of employment with the District. Employees hired on or after January 31, 2019 will have the option of the District's health reimbursement account benefit, but no other retiree insurance benefits under this Policy.

4831.10 Length of Employment And Eligibility

For the purpose of calculating the length of employment to determine the District's participation in the cost of insurance benefits for retirees, total employment calculated/credited by PERS as years of service as an employee of Citrus Heights Water District shall be the basis and shall not include credit for years of service attributed to accrued sick leave or credit for purchased years of service time. Such employment shall be cumulative and need not be continuous. No credit will be provided for employment with the District in a Temporary capacity.

Employees must have been employed by the District for a minimum of twenty (20.00) years to qualify for benefits under this Policy and must enroll in Medicare/utilize Medicare as primary upon reaching Medicare eligibility. Employees retiring from the District with less than twenty (20.00) years of service do not qualify for benefits under this Policy.

4831.20 Application of Policy

This policy shall apply to employees retiring from the District following the date of its adoption, March 19, 1996.

Insurance benefits afforded to employees that retired prior to the adoption of this policy shall continue to be governed by the policies, terms, or conditions existing at the time of said prior retirements (see Policy 4830).

4831.30 Qualification of Spouse/Registered Domestic Partner/Dependents

The spouse, registered domestic partner and/or dependents of the employee as of the date of retirement from the District are eligible to participate in the benefits of this Policy. A spouse, registered domestic partner and/or dependents added after retirement are not eligible for participation. Qualified dependent children are eligible to participate up to the age limits as defined by state and/or federal health care regulations.

4831.40 Selection of Benefits

A retiree can choose either to obtain health, dental and vision insurance on their own for themselves and their qualified dependents or, at the time of retirement, the retiree and each dependent covered under the District's insurance plans, while the retiree was on active status, will be offered the Consolidated Omnibus Budget Reconciliation Act of

1985 (COBRA) option to continue health insurance coverage under the “qualifying event” provision as set forth in the law.

Retirees or their surviving dependents, as defined in Section 4831.30 of this policy, shall be eligible to receive reimbursement from the District in an amount not to exceed the maximum District financial participation shown in Section 4831.50 of this Policy.

Reimbursement shall be made only upon presentation of written proof of coverage and proof of payment in a form acceptable to the District. Written proof of coverage must be provided to the Human Resources Department at the beginning of each calendar year before any reimbursement will be issued for the remainder of that year.

4831.50 District Participation

The District's financial participation under this Policy is dependent upon the length of employment with the District as follows:

| Length of Employment | Maximum Monthly District Participation |
|----------------------|--|
| 20.00 years | \$377.00 <u>395.00</u> |
| 25.00 years | \$422.00 <u>442.00</u> |
| 30.00 years | \$472.00 <u>495.00</u> |

No credit, cash back refund, or other consideration will be provided for any unused portion of the maximum District participation.

The Maximum Monthly District Participation shall be amended as of and effective January 1 of each year by the percent change in the Consumer Price Index for All Urban West Consumers (CPI-U) averaged over the first six months (January to June) unless otherwise determined by the Board of Directors. Said amendments shall be rounded up to the nearest whole dollar amount.

Unless otherwise directed by the Board of Directors, the monthly amount of reimbursement received by eligible retirees will be increased by any increase pursuant to the paragraph above, but will not be reduced by a decrease in the Maximum Monthly District Participation amount.

The District shall report contributions and make withholdings from contributions in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements. Retirees bear sole responsibility for the tax consequences of District contributions.

4831.85 Death of Retiree

In the event of a retiree's death, a surviving qualified spouse, registered domestic partner, and/or dependents may choose to continue to participate in the benefits of this Policy. A spouse that remarries or a registered domestic partner that enters into another domestic partnership or marries is no longer eligible for participation.

4831.86 Death of Qualified Employee

In the event of the death, prior to retirement, of a District employee who otherwise has met the length of employment requirements necessary to qualify for insurance benefits for retirees, the surviving spouse, registered domestic partner and/or dependents may choose to participate in the benefits under the terms of this Policy.

4831.90 Amendments

The District reserves the right to amend or discontinue this Policy at its sole discretion at any time.

ATTACHMENT 5

**Proposed Policy No. 4101.A2-Other
Compensation**

Attachment 4101.A2 OTHER COMPENSATION ADOPTED NOVEMBER 15, 2018

4101.A2.01 Regular Employees

In addition to salary compensation received, FLSA (Fair Labor Standards Act) exempt, who are not department heads (Senior Management), and non-exempt Regular Employees (see Policy 4001) are authorized to receive the following compensation:

Certified California State Water Distribution System Operators (see Policy 4401)

| | |
|----------|----------------|
| Grade D1 | \$20.00/month |
| Grade D2 | \$40.00/month |
| Grade D3 | \$60.00/month |
| Grade D4 | \$80.00/month |
| Grade D5 | \$100.00/month |

Certified California State Water Treatment Operators (see Policy 4401)

| | |
|----------|----------------|
| Grade T1 | \$20.00/month |
| Grade T2 | \$40.00/month |
| Grade T3 | \$60.00/month |
| Grade T4 | \$80.00/month |
| Grade T5 | \$100.00/month |

Standby Duty (see Policy 4120)

| | |
|-------------------|---------------------------------------|
| Regular Work Days | \$30.00 <u>44.00</u> /day |
| Friday | \$75.00 <u>108.00</u> /day |
| Saturday | \$75.00 <u>108.00</u> /day |
| Sunday | \$75.00 <u>108.00</u> /day |
| District Holiday | \$30.00 <u>44.00</u> /day |

4101.A2.04 Out-Of-Class Pay

At times, the District needs to temporarily assign an existing employee to perform a more complex level of work or additional work in a higher, equivalent or subordinate position. This need may arise due to a vacancy created by an extended leave, resignation or retirement.

In order to qualify for Out-of-Class Pay, an employee must be assigned in writing by the General Manager or General Manager's Designee to perform the duties of another job classification due to a temporary vacancy extending for a period of more than eight (8) consecutive working days, holidays excluded. Assigned employees will be compensated at a five percent (5%) increase of their current hourly rate of pay in recognition of the increased responsibilities and additional workload. This Out-of-Class rate of pay increase is temporary in nature and will remain in effect until the assignment is complete. The maximum duration of the temporary assignment is one

year. If the need arises to extend the assignment past one year, written justification must be provided by the General Manager and filed in the employee's personnel file. This written justification must include the completion date of the temporary assignment. This Policy section pertains to all positions that report to and/or are subordinate to the General Manager.

4101.A2.05 Personal Cellular Telephone Reimbursement

Exempt employees, including District Department Managers and Supervisors, will receive a monthly stipend in the amount of \$49 to use District sanctioned personal cellular telephones. This stipend will be paid through payroll quarterly. If an employee obtains or currently has a plan that exceeds the monthly stipend, Citrus Heights Water District will not be liable for the cost difference. The device remains the property of the employee, who is responsible for all repairs or replacement of the device.

ATTACHMENT 6

Policy No. 2040-Compensation and Reimbursement for Directors and Officers

2040.00 DIRECTOR'S COMPENSATION

Each member of the Board of Directors shall be entitled to receive compensation, in a dollar amount as specified by Citrus Heights Water District Ordinance Fixing the Compensation of the Board of Directors, per day or partial day for attendance at meetings of the Board and District related functions.

2040.10 Officer's Compensation

The Board appointed District Secretary, District Treasurer, and District Assessor/Collector shall not be compensated for their duties as District Officers.

2040.20 Reimbursement

District Officers and each member of the Board of Directors shall be entitled to reimbursement for actual and necessary expenses incurred in performance of their duties required or authorized by the Board. Reimbursements shall be subject to written documentation and shall be limited to imposed maximums (i.e.: meal expenses, travel expenses, etc.).

2040.30 Approval

Reimbursement pursuant to Section 2040.20 for actual and necessary expenses to the Directors and Officers shall be reviewed and approved monthly by the Board of Directors as part of their review of the Treasurer's report and accounts payable.

2040.90 Reporting

An annual report shall be prepared by the Treasurer quantifying meeting attendance, compensation, and expenses for members of the Board of Directors and District Officers.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE DISTRICT POLICY
UPDATES

STATUS : Action Item

REPORT DATE : December 12, 2022

PREPARED BY : Brittney Moore, Administrative Services Manager
Carlos Urruita, Interim Director of Finance and Administrative Services

OBJECTIVE:

Consider approving updates to the Citrus Heights Water District's (CHWD or District) Human Resources Policies (4000 series)

BACKGROUND AND ANALYSIS:

The District's 2019 Strategic Plan established a goal to review and update the District's entire policy manual. In August 2019, The Board of Directors approved a substantial overhaul of the District's Human Resources Policies (4000 series), with many of the updates reflecting CHWD's commitment to maintain a competitive focus and assisting in: 1) attracting and retaining competent and productive team members; 2) strengthening the District's culture of performance and accountability; and 3) ensuring positive employee relations.

In reviewing the District's 2022 Compensation Survey, and as a proactive effort to continuing retaining and attracting the most competent and productive employees, staff is recommending a proposed policy update to provide additional paid holiday time off for regular employees from December 26 through December 31 going forward. This policy update is advised as it will continue to help CHWD maintain a competitive position in its labor market, and to further its positive employee relations—encouraging the promotion of employee job/life balance, resulting in increased morale, productivity and reduced turnover of employees.

Moreover, as a continued long-term team effort, the District has implemented policy and procedural reviews and updates to reflect changes in applicable law, language clean-up and incorporate best practices.

Recently, California has enacted legislation, Assembly Bill 1949 (AB 1949) that will require employers with five or more employees to offer bereavement leave. Assembly Bill 1949 takes effect January 1, 2023, allowing employees to use up to five days of bereavement leave upon the death of a family member.

The District currently has Board approved Policy 4311 – Compassionate Leave, providing up to three (3) days of Compassionate Leave with pay twice in a calendar year in the event of a death in a Regular employee's close family relative or any family member who resides with or with whom the employee resides. Staff is recommending the District's policy be updated to providing up to five (5) days of Compassionate Leave with pay twice in a calendar year, and requiring that the leave be used within three months of the date of death of the family member to comply with AB 1949. CHWD's Employment Practices Special Counsel has reviewed this update to ensure all applicable changes to law were incorporated into the proposed revision.

RECOMMENDATION:

Approve updates to the District's Human Resources Policies; 4350 Holidays and 4311: Compassionate Leave

ATTACHMENTS:

1. Red-lined Version of Policy 4350: Holidays
2. Clean Copy of Edited Policy 4350: Holidays
3. Red-Lined Version of Policy 4311: Compassionate Leave
4. Clean Copy of Edited Policy 4311: Compassionate Leave

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

ATTACHMENT 1

Red-lined Version of Policy 4350: Holidays

4350.00 HOLIDAYS

To provide paid time-off benefits for its Regular and Part-Time employees, the District recognizes the following holidays for all Regular and Part-Time employees:

| | |
|--|---|
| New Year's Day | January 1 |
| Martin Luther King Jr. Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day Last | <u>Last</u> Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Wednesday before Thanksgiving (1/2 day) | Fourth Wednesday in November |
| Thanksgiving Day | Fourth Thursday in November |
| December 24 (1/2 day) | December 24 |
| December 25 through December 31 | December 25 through December 31 |
| Floating Holiday (1 work day) | Approved for use via vacation leave procedures; cashed out in November each year if unused |

Paid furlough week: December 26 through December 31st. District offices and operations will be closed during the week between Christmas and New Year's Day, and all employees will be "furloughed" with pay during that week.

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With the exception of the paid furlough week, if a holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Friday or Saturday, it will be observed the preceding Thursday. December 24 is an exception, if it falls on a Friday, Saturday or Sunday it will be observed the preceding Thursday.

An employee must be in a paid status (either working or using approved District-paid leave) both the work day before and the work day after a designated holiday in order to receive pay for the holiday. Similarly, employees must be in a paid status both before and after the paid furlough week in order to qualify for the paid furlough week.

ATTACHMENT 2

Clean Copy of Edited Policy 4350: Holidays

4350.00 HOLIDAYS

To provide paid time-off benefits for its Regular and Part-Time employees, the District recognizes the following holidays for all Regular and Part-Time employees:

| | |
|--|---|
| New Year's Day | January 1 |
| Martin Luther King Jr. Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Wednesday before Thanksgiving (1/2 day) | Fourth Wednesday in November |
| Thanksgiving Day | Fourth Thursday in November |
| December 24 (1/2 day) | December 24 |
| December 25 | December 25 |
| Floating Holiday (1 work day) | Approved for use via vacation leave procedures; cashed out in November each year if unused |

Paid furlough week: December 26 through December 31st. District offices and operations will be closed during the week between Christmas and New Year's Day, and all employees will be "furloughed" with pay during that week.

With the exception of the paid furlough week, if a holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Friday or Saturday, it will be observed the preceding Thursday. December 24 is an exception, if it falls on a Friday, Saturday or Sunday it will be observed the preceding Thursday.

An employee must be in a paid status (either working or using approved District-paid leave) both the work day before and the work day after a designated holiday in order to receive pay for the holiday. Similarly, employees must be in a paid status both before and after the paid furlough week in order to qualify for the paid furlough week.

ATTACHMENT 3

Red-Lined Version of Policy 4311: Compassionate Leave

4311.00 COMPASSIONATE LEAVE

The District provides up to ~~three~~ five (53) days of Compassionate Leave with pay twice in a calendaryear in the event of ~~a the~~ death ~~in of~~ a Regular employee's close family relative as defined below or any family member who resides with or with whom the employee resides.

The Compassionate Leave must be used within three (3) months of the death of the close family relative/family member.

Within thirty (30) days of the first day of the leave, the District may require the Regular employee to provide documentation of the death of the family member. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

4311.01 Close Family Relative Defined

Close family relatives include:

| | |
|-----------------------|-----------------------------|
| Spouses* | Mother-in-law* |
| Parents | Father-in-law* |
| Children | Brother-in-law* |
| Brother | Sister-in-law* |
| Sister | Stepchildren* |
| Adopted Children | Stepparents* |
| Grandparents | Domestic Partner |
| Grandchildren | Domestic Partner's Children |
| Aunts / <u>Uncles</u> | |
| Guardians / Wards | |

*current and former

ATTACHMENT 4

Clean Copy of Edited Policy 4311: Compassionate Leave

4311.00 COMPASSIONATE LEAVE

The District provides up to five (5) days of Compassionate Leave with pay twice in a calendar year in the event of the death of a Regular employee’s close family relative as defined below or any family member who resides with or with whom the employee resides.

The Compassionate Leave must be used within three (3) months of the death of the close family relative/family member.

Within thirty (30) days of the first day of the leave, the District may require the Regular employee to provide documentation of the death of the family member. “Documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

4311.01 Close Family Relative Defined

Close family relatives include:

- | | |
|-------------------|-----------------------------|
| Spouses* | Mother-in-law* |
| Parents | Father-in-law* |
| Children | Brother-in-law* |
| Brother | Sister-in-law* |
| Sister | Stepchildren* |
| Adopted Children | Stepparents* |
| Grandparents | Domestic Partner |
| Grandchildren | Domestic Partner’s Children |
| Aunts / Uncles | |
| Guardians / Wards | |

*current and former

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS DECEMBER 21, 2022 MEETING

SUBJECT : 2023 BOARD MEETING SCHEDULE
 STATUS : Information Item
 REPORT DATE : December 13, 2022
 PREPARED BY : Kayleigh Shepard, Deputy Board Clerk

Administrative Services Manager/ Chief Board Clerk, Brittney Moore will discuss and receive direction on the draft 2023 Board Meeting times and dates, proposed below, with the Board.

| Day | Date | Notes |
|------------------|--------------|-------|
| Wednesday | January 18 | |
| Wednesday | February 15 | |
| Wednesday | March 15 | |
| Wednesday | April 19 | |
| Wednesday | May 17 | |
| Wednesday | June 21 | |
| July - Cancelled | | |
| Wednesday | August 16 | |
| Wednesday | September 20 | |
| Wednesday | October 18 | |
| Wednesday | November 15 | |
| Wednesday | December 20 | |

Regular Meetings of the Board of Directors are held beginning at 6:30 PM on the Third Wednesday of each month. Meeting agendas are posted in this space a minimum of 72 hours in advance of each meeting. Meeting dates subject to change with 72 hour advance notice.

***Special Meetings** of the Board of Directors are held as may be necessary and require 24-hour advance posting of the meeting agenda.