

**BOARD MEETING AGENDA  
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
CITRUS HEIGHTS WATER DISTRICT (CHWD)  
MAY 13, 2024 beginning at 6:00 PM**



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

**PHONE CALL IN: (669) 444-9171**

**PHONE MEETING ID: 824 6818 6614**

**COMPUTER AUDIO/LIVE MEETING PRESENTATIONS:** <https://us06web.zoom.us/j/82468186614>

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.

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

Materials related to an agenda item for an open session of a regular meeting of the Citrus Heights Water District are posted on the Citrus Heights Water District website at [www.chwd.org](http://www.chwd.org).

**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:**

(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 requests a specific item be removed for separate discussion/action before the motion to approve the Consent Calendar.

CC-1. Discussion and Possible Action to Fill a Vacancy on the Customer Advisory Committee (A)

Recommendation:

Appoint residential alternate, Richard Moses to the vacant residential member seat; and appoint Julia Eunice as a CAC residential alternate.

**BUSINESS:**

B-1. State Legislative and Regulatory Advocacy (A)

Recommendation:

Approve the professional services agreement with Edelstein Gilbert Robson & Smith, LLC. (EGRS) authorizing the General Manager to enter into task order agreements.

**CLOSED SESSION:**

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

a. Pursuant to Section 54956.8:

Property: Parcel Number 261-0010-054-0000  
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Hilary Straus,  
Annie Liu, Steve Anderson, Brittney Moore  
Negotiating Parties: Winter Water LLC  
Under Negotiation: Price and Terms of Payment

- b. Pursuant to Section 54956.8:  
Property: Parcel Number 261-0010-051-0000  
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Hilary Straus,  
Annie Liu, Steve Anderson, Brittney Moore  
Negotiating Parties: Winter Water LLC  
Under Negotiation: Price and Terms of Payment

CL-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)

CL-3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code, section 54956.9(d)(1)  
*Name of case: Citrus Heights Water District, et al. v. San Juan Water District, et al.,*  
Sacramento Superior Court Case No. 24WM000064

CL-4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code, section 54956.9(d)(1)  
*Name of case: Citrus Heights Water District, et al. v. San Juan Water District, et al.,*  
Sacramento Superior Court Case No. 23WM000080

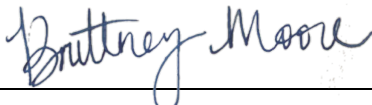
**FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:**

May 28, 2024	6:30 PM	Regular Meeting
June 25, 2024	6:30 PM	Regular Meeting
August 27, 2024	6:30 PM	Regular Meeting
September 24, 2024	6:30 PM	Regular Meeting
October 22, 2024	6:30 PM	Regular Meeting
November 26, 2024	6:30 PM	Regular Meeting
December 12, 2024	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: May 9, 2024

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 13, 2024 SPECIAL MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO FILL A VACANCY ON THE  
CUSTOMER ADVISORY COMMITTEE

STATUS : Action Item

REPORT DATE : May 2, 2024

PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

### **OBJECTIVE:**

Consider appointing a replacement to the vacancy on the Customer Advisory Committee (CAC) and appointing an additional alternate.

### **BACKGROUND AND ANALYSIS:**

Resolution 20-2023 established a Customer Advisory Committee made up of 17-21 voting members and business and institutional representation, including:

1. Nine to thirteen (9-13) seats for residential customers who live throughout the Citrus Heights Water District (CHWD or District) service area.
2. Three seats representing commercial interests from the Citrus Heights Chamber of Commerce, and the Sunrise Marketplace and
3. Five ex-officio seats for the San Juan Unified School District, the Sunrise Parks and Recreation District, Sylvan Cemetery District, the Sacramento Metropolitan Fire District, and the City of Citrus Heights.

In the instance that a member resigns, the Resolution states that the CHWD Board will include one of the approved alternates to fill the vacancy.

On October 20, 2023, the CHWD Board appointed Juan Barillas as a residential CAC member. On April 2, 2024, Mr. Barillas notified District staff of his CAC resignation citing work obligations leaving him unable to meet the responsibilities to perform on the CAC.

### **Filling Vacant CAC Seats**

With a vacancy from the resignation of Juan Barillas, it is requested that the Board appoint residential alternate, Richard Moses to the open member seat. Richard Moses served as a CAC member from 2018 – 2023 and was the previous Alternate Chair. He has consistently attended the 2024 CAC meetings as an alternate. Moreover, Richard has fulfilled the training requirements for this role, and it is recommended that priority consideration be given to alternate members who served as regular members of the CAC previously to move from an alternate position to a regular position on the CAC.

Additionally, staff requests the appointment of Julia Eunice to a residential alternate seat. Ms. Eunice's professional background and involvement in the community suggest that she will be an excellent addition to the CAC. Attached to this staff report are the application materials for Julia Eunice. Staff will be ready to provide additional information for these positions at the May 13 Board Meeting should the Board wish to receive such input.

### **RECOMMENDATION:**

Appoint residential alternate, Richard Moses to the vacant residential member seat; and appoint Julia Eunice as a CAC residential alternate.

**ATTACHMENTS:**

1. Richard Moses Customer Advisory Committee Application
2. Julia Eunice Customer Advisory Committee Application

**ACTION:**

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

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# **ATTACHMENT 1**

Richard Moses CAC Application

**Customer Advisory Committee Application : Entry # 7825**

**Name**

Richard Moses

**Address (Residence):**

[REDACTED]  
Citrus Heights, California 95610-2543  
United States  
[Map It](#)

**Email:**

[REDACTED]

**Phone**

[REDACTED]

**Occupation:**

Retired Teacher, Retired US Military

**Other community involvement**

Member of CHWD Costumer Advisory Board 2018-2023

**How long have you been a CHWD customer?**

11-30 Years

**Please tell us why you would like to join the Customer Advisory Committee? (100 word max)**

It would be an honor to serve the community as a member of the Citrus Heights Water District Customer Advisory Board. Working with fellow customers and Business customers in providing advice to the CHWD and the Citrus Heights Water Board Members is valuable to us as a community for our present and future Water needs.

**Notes**



**Admin Notification (ID: 64f8e0878b290)**

added September 15, 2023 at 9:26 pm

WordPress successfully passed the notification email to the sending server.

## **ATTACHMENT 2**

**Julia Eunice CAC Application**

**Customer Advisory Committee Application : Entry # 7860**

**Name**

Julia Eunice

**Address (Residence):**

[REDACTED]  
Citrus Heights, California 95610  
United States  
[Map It](#)

**Email:**

[REDACTED]

**Phone**

[REDACTED]

**Occupation:**

Preschool teacher turned to Stay at home Mother

**Other community involvement**

Volunteering with schools, churches and sports

**How long have you been a CHWD customer?**

6-10 Years

**Please tell us why you would like to join the Customer Advisory Committee? (100 word max)**

The importance of water to our communities, especially within cities, has seemed to take a back seat to other matters of concern. I appreciate the quality of water that Citrus Heights has held to and see the need for everyone to have full access to good water sources. I would hope to be of help to continue in the development of successful implementation of water to all surroundings and inhabitants therein. I am glad to see the utilization of residents within our neighborhoods to create more insight to properly ensure water projects and initiatives. Thank you for ensuring connections within communities to residents to our most essential need of water

**Notes**



**Admin Notification (ID: 64f8e0878b290)**

added September 22, 2023 at 9 29 am

WordPress successfully passed the notification email to the sending server.



# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MAY 13, 2024, SPECIAL MEETING

SUBJECT : STATE LEGISLATIVE AND REGULATORY ADVOCACY  
 STATUS : Business Item  
 REPORT DATE : May 13, 2024  
 PREPARED BY : Rebecca Scott, Director of Operations

### **OBJECTIVE:**

Approve agreement for State legislative and regulatory advocacy.

### **BACKGROUND AND ANALYSIS:**

The District's public affairs program includes legislative and regulatory affairs. These efforts span local, state, and federal levels. The District has effective coverage at the federal and local levels but there is a gap in state advocacy and funding assistance.

While the District benefits from advocacy from Association of California Water Agencies and Regional Water Authority, it does not have its unique projects and positions fully represented.

The District is actively pursuing grant funding for its three pillars: Project 2030 – Water Main Replacements, Groundwater Expansion and Reinvestment, and Meter Asset Management. The District aims to remain competitive for state grant funds and other one-time or other special funding opportunities at the State level for these and other projects to minimize rate impacts to customers.

The District interviewed six state advocacy firms and found that Edelstein Gilbert Robson & Smith, LLC (EGRS) was the most qualified to support CHWD.

In addition to grant funding advocacy, EGRS would assist the District in establishing a workplan and advocacy on state legislation and regulations. EGRS would ensure that CHWD:

- benefits from a state legislative and regulatory affairs strategy
- has effective advocacy on its established positions
- is informed of and positioned to leverage funding opportunities at the state level
- maintains strong working relationships with its state representatives and staff

Staff recommends that CHWD formalize a task order style professional services agreement with EGRS. Each task order is structured with a fixed fee amount with a defined scope of work and a not-to-exceed budget. The term of the agreement is ongoing and includes termination provisions by either party without cause.

Funding for the various services covered in the agreement is included in the annual budget, and work performed will be subject to the availability of budgeted funds.

### **RECOMMENDATION:**

Approve the professional services agreement with EGRS authorizing the General Manager to enter into task order agreements.

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**ATTACHMENT:**

Letter Agreement with Edelstein Gilbert Robson & Smith, LLC for Legislative and Regulatory Advocacy Services

**ACTION:**

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

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MAY 13, 2024  
Donald B. Gilbert, Partner  
Edelstein Gilbert Robson & Smith, LLC

Dear Mr. Gilbert:

Letter Agreement for Legislative and Regulatory Advocacy Services

This letter shall be our Agreement (“Letter Agreement”) regarding the legislative and regulatory advocacy services described below (“Services”) to be provided by Edelstein Gilbert Robson & Smith, LLC, a California limited liability company (“Consultant”) as an independent contractor to the Citrus Heights Water District (the “District”). Consultant is retained as independent contractor and is not an employee of the District. District and Consultant are sometimes referred to herein as “Party” or “Parties.”

The Services to be provided include the following: legislative and regulatory advocacy services. The particular Services shall be set forth in a Task Order issued by the District to Consultant. The Task Order shall set forth the specific Services, term of performance and compensation.

Consultant shall perform all Services under this Letter 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, and consistent with all applicable laws. 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 any required business license, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of equal competence upon written approval of the District. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as follows: Donald Gilbert and Jason Ikerd.

Compensation shall be set forth in the applicable Task Order. Unless noted in the Task Order, invoices for all outstanding Services shall be submitted to the District on a single invoice on a monthly basis. The District shall review and pay the approved charges on such invoices in a timely manner.

Consultant shall provide proof of commercial general liability and business auto liability insurance to the District in amounts and with policies, endorsements and conditions required by the District for the Services. The District, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Consultant's policies of commercial general liability and automobile liability insurance. If Consultant is an employer or otherwise hires one or more employees during the term of this Project, Consultant shall also provide proof of workers compensation coverage for such employees, which meets all requirements of State law, with endorsements and conditions required by the District.

The District may terminate this Letter Agreement at any time with or without cause. If the District finds it necessary to terminate this Letter Agreement without cause, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter Agreement upon 30 calendar days' written notice to the District in the event of District's failure to perform in accordance with the terms of this Letter Agreement through no fault of Consultant. In addition, Consultant may terminate without cause with written notice to the District in the event there are no outstanding Task Orders.

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its directors, 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subconsultants, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Letter Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents, or volunteers.

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; all emissions limits and permitting requirements imposed by the California Air Resources Board (CARB) or other governmental agencies; and all water quality laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the District.

By executing this Letter Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Consultant shall maintain records of its compliance, including its verification of each employee, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any

costs or expenses related to Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause.

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. Finally, Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant shall indemnify District against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Sacramento County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the District. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the District, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third-party beneficiaries of any right or obligation of the Parties.

This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

Consultant warrants that the individual who has signed this Letter Agreement has the legal power,

right and authority to make this Letter Agreement and bind the Consultant hereto. If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

**CITRUS HEIGHTS WATER DISTRICT**

*Approved By:*

**EDELSTEIN GILBERT ROBSON &  
SMITH LLC**

\_\_\_\_\_  
Hilary M. Straus  
General Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date