

NOTICE

OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF ALLEGHANY COUNTY WATER DISTRICT

Date: Tuesday June 11, 2024 Time: 6:00 pm

**Location: Alleghany Firehouse 105 Plaza Court with conference call option
for non-board members only.**

Dial-in number (US): (978) 990-5144 Access code: 6919768#

All meeting documents available online: alleghanywater.org

Send an email to: alleghanywater@gmail.com for meeting notices.

This agenda has been prepared and posted at least 72 hours prior to the regular meeting of the Board of Directors in accordance with the Ralph M. Brown Act. Agenda items are numbered for identification purposes only and will not necessarily be considered in the indicated order. Details and supporting materials concerning agenda items are available for public reference in the box at the Post Office at the time of agenda posting or on the district's website: alleghanywater.org

1. Call to Order & Establish a Quorum

2. Consent Calendar

- a) Approval of agenda
- b) Reading and approval of the minutes for the regular meeting dated May 14, 2024.
- c) Ratification of Treasury Report and bill payments for May 2024.

3. Information/Discussion Items:

- a) Correspondence – Provided in GM report
- b) SRF Projects Update – Provided in writing.
- c) Board/Staff Reports –Chief Water Operator (CWO) & General Manager (GM)
- d) Historical Church/Library report –
- e) Park report -

4. Unfinished Business (Discussion & Possible Action Items):

- a) Customer Accounts/Billings/Disconnects: Four accounts are over 90 days past due and two accounts are over 60 days past due.
- b) Ordinances, Policies & Procedures and Bylaws: nothing prepared for meeting.

5. New Business (Discussion & Possible Action Items):

- a) Adopt Preliminary Budget for Fiscal Year 24/25
- b) Adopt Resolution 124 to Request consolidating ACWD election with Sierra County Election
- c) Adopt Resolution 125 to provide Worker's Comp. Insurance to Volunteers
- d) Renew Secretary Contract for Services
- e) Renew General Manager Contract for Services

6. Public Response Time: The public may be heard before or during the consideration of any agenda item to be considered by the board, subject to reasonable time limitations for each speaker. Members of the public may address matters under the jurisdiction of the Board of Directors, and not on the posted agenda, provided that no action shall be taken by the board unless the matter is deemed urgent by a 2/3 vote. Per the district's bylaws: complaints about board members or district staff are to be submitted in writing (not to be aired at meetings).

Next regular meeting date July 9, 2024 Agenda items:

7. Adjournment.

Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. Please make your request to District Secretary, P.O. Box 860, Alleghany CA 95910 specifying your disability and the format in which you would like to receive this Agenda and future Agendas as well.

**Regular Meeting of the Alleghany County Water District Board of Directors
Tuesday May 14, 2024 Meeting was held at the Alleghany Firehouse and over phone**

1. Call to Order & Establish a Quorum The meeting was called to order by President Tobyn Mehrmann at 6:04 pm.

Directors present: Tobyn Mehrmann, Brianne Price, Burns Tenney, and Coral Spencer CWO Bruce Coons (by phone), GM Rae Bell, and WDO Eddie Snyder, Secretary Amber Mehrmann was present and took minutes. Public: Vicky Tenney, and Jan Stitche. Robbin DeWeese was absent.

2. Consent Calendar:

Motion was made to approve the consent calendar by Burns Tenney and Coral Spencer
2nd .**Ayes: Tobyn Mehrmann, Burns Tenney, Brianne Price and Coral Spencer Nays: 0
Absent: Robbin DeWeese Abstain: 0**

3. Information/Discussion Items

a) Correspondence: Provided in the Report and read at the meeting.

b) SRF Project Update: Provided in the Report. Burns Tenney asked some questions about the Warranty; Rae Bell was able to fill him in on the ins and outs of the warranty.

~

c) Board/Staff Reports: *CWO and GM Reports*

G.M. Rae Bell: The Report was in the packet. The board also had a discussion on where the money is coming from to pay the staff.

CWO Bruce Coons: The Spring flow GPM is 133 and the Total finished water production for April was 61,960 gallons.

~The labs were brought in late, so the results weren't in yet.

WDO Eddie Snyder: Eddie received a call from a company called Hypertech (the creators of our SCADA system), asking about how the system was working and if there was any assistance needed.

~ A Hypertech technician was able to come out and do some programming on the system to make it function the way it is supposed to. Afterwards the SCADA system was able to work better.

~ There are still a few 'kinks' in the system, so the technician said he will come back to work on it some more after our new tank is fully installed.

~Eddie was also informed that Aqua Sierra (the company that installed the SCADA system), does not know how to program the system properly. Needless to say, ACWD will no longer be working with Aqua Sierra in the future.

d) Historical Church/Library Report: Rae Bell was informed by Lee Adams, that Plumas County Library is talking about closing our little mountain library.

~Robbin DeWeese is working with Judi Behlke to hopefully keep our library open.

~One idea is to try to find a different building in town to house the library; if anyone knows of a good place, please contact Rae Bell.

~ If you are interested in keeping our library open, please get a library card and check out a couple of books.

e) Park Report: Dean has been mowing the park.

~The public bathroom needs to be cleaned.

4. Unfinished Business

a) Customer Accounts/Billings/Disconnects: There are five accounts over 90 days and one over 60 days.

b) Ordinances: Nothing prepared for meeting.

5. New Business

a.) A Preliminary Budget was provided to be looked over and adopted at June's meeting.

6) Public Response Time: Vicky Tenney asked what a landscape irrigation lot is. Rae Bell explained that a landscape irrigation lot is a lot with water service but no residence or commercial building; an example would be the cemetery.

7) Next meeting date, items for next agenda and adjournment:

Next meeting will be on June 11, 2024; at 6:00 P.M.

Agenda Items: Adopt Preliminary Budget for the fiscal year.

~A resolution needs to be made to provide worker's compensation to volunteers.

~A contract renewal for the G.M. Rae Bell and Secretary Amber Mehrmann

There being no further business the meeting was adjourned at 7:15 P.M.

Respectfully Submitted:

Amber Mehrmann, Secretary



Allegany County Water District
Treasury Report

May 2024

MAIN CHECKING ACCOUNT **Beginning Balance \$ 1,522.58**

Deposits				Amount
Date	From:	For:		
5/7	Undeposited funds	Sierra property Tax Income \$2,032.98 + worker's comp dividend \$56.25		\$ 2,089.23
5/7	Undeposited funds	Water Revenue		\$ 864.65
5/7	Undeposited funds	Water Revenue		\$ 410.87
5/10	Deposit	Water Revenue		\$ 594.69

Deposits Total \$ 3,959.44

Expenditures				Amount
Ck #	Date	To:	For:	
1163	5/1	Rae Bell Arbogast	reimburse for 1/3 QB payroll subscription	\$ 183.33
5874	5/3	Bruce Coons	WDO April Bill - Gross \$555.24	\$ 464.26
EFT	5/13	PG&E	Pumphouse - two months	\$ 646.74
1164	5/15	Amber Mehrmann	Secretary - Oct, Nov, Dec, Jan, Feb, Mar - \$30x6	\$ 180.00
5875	5/31	AT&T		\$ 55.11
5876	5/31	Cranmer Engineering	Water Tests	\$ 220.00
5877	5/31	SWRCB	Annual Operating Fee	\$ 331.10
5878	5/31	Edda Snyder	Bookkeeper April Bill - Gross \$200	\$ 184.70
5879	5/31	Edward Snyder	WDA April Bill - Gross \$629	\$ 580.88

Expenditures/Transfers Total \$ 2,846.12

RESERVE FUND SAVINGS ACCOUNT			Notes:
Contingency Fund	\$	14,500.00	
Equip. Maint. Fund	\$	1,000.00	
Interest earned	\$	10.30	
TOTAL	\$	15,510.30	

Ending Main Account Balance \$ 2,635.90
Plus Undeposited Funds \$ 2,752.79
Cash \$ 724.75
Operating Funds at month-end \$ 6,113.44
 (does not include reserves)

PETTY CASH			Notes:
Beginning balance	\$	764.75	
Cash Deposits			
Cash withdrawals		\$40.00	Dump fee tank project
Cash ending balance	\$	724.75	

NON-ENTERPRISE ACCOUNT (Historical Church, Library & Park) **Beginning Balance \$ 8,741.06**

Deposits				Amount
Date	From:	For:		
				Deposits Total \$ -

Expenditures				Amount
Ck #	Date	To:	For:	
				Expenditures Total \$ -

Report Prepared by Edda Snyder
Verified against Bank Statement

Ending Non-enterprise Account Balance \$ 8,741.06

x _____
Print

Historical Church Balance	\$	5,779.26
Library Balance	\$	1,353.64
Park Balance	\$	1,608.16
Balance	\$	8,741.06

~ State Revolving Fund (SRF) Projects Update

Meeting Date: 5/6/2024 Prepared by Rae Bell Arbogast GM

1. Ram Spring Improvement Project (RSIP) Project ID 4600012-008C

This is a continuation of Planning Project ID 4600012-0008P started in 2015 and completed 12/31/2020.

Funding Agreement dated 10/12/2023 ~ Estimated completion date: 2/28/2026 ~

Budget: Up to \$1.5 Million

Primary objective: To reconfigure the Ram Spring Pumphouse and facilities to accommodate and protect the driven pipes that were installed in May of 2017 as part of the planning project.

Other objectives: To build a 12' x16' building at the Ram Spring that can be used as a "sample lab" and to store district tools and records. To upgrade all residential water meters under a special program for that purpose. To update the stand-by generator and pumps that are over 30 years old.

Progress since last board meeting:

- Status of Bridge Loan: our Division Of Finance Representative finally looked at the letter asking for approval for the bridge loan that was sent on April 23rd. On May 29th we got the following message regarding the letter: "I routed the bridge loan letter for management to approve. There are 5 signatures it has to go to".
- Also, at the end of May I found out that the 2nd disbursement request that I sent on April 3rd should have been emailed and uploaded to the State's FFAST system. After I emailed the 1st disbursement request they told me that it had to be uploaded in FFAST, so I assumed that is how they are submitted. Evidently we have to do BOTH, email and upload, so that request is about two months behind schedule. DARN IT! In July we can submit the 3rd request.
- On May 2nd Edward and I met onsite with Scott Woodland of Coleman and a young engineer named Eli. This was on a day that they were here for the tank repair job.
- I came across a rough drawing that shows both the existing fence line and the proposed new fence line and the parcel boundaries. It is attached.

2. Water Tank Repair Project:

This project is to repair the water tank that was put in service in November of 2018 and that was still under warranty when it failed. This project has two main parts: 1. The warranty repair work, to be completed by the original contractor Thompson Tank (not funded by SRF) 2. The Technical Assistance Request awarded to Coleman Engineering to oversee the repair work. (Funded by SRF)

Status since last meeting: The tank has been almost completely reassembled, but a few side panels were found that needed to be replaced. The new panels arrived on 6/6/2024 at Thompson Tank's facility and they are planning on being back on Monday 6/10/2024. They think that they will be done by Wednesday 6/12/2024.

However, they did do damage to the electrical conduit and wire,s and as of 6/6/2024 ACWD put in a request that they fix it. As of this writing we have not heard back

Tank failure timeline Tank put in service Dec. 2018. 1-year warranty inspection done in Jan. 2020 found problem with rusting bolts in floor, bolts repaired in June of 2020. Tank started leaking and failure discovered: 10/30/2021 Tank drained and inspected mid-November 2021. First Technical Assistance (TA) request submitted to State Dec. 2021 and approved in Jan. of 2022 with RCAC as the TA provider. TA report provided in Dec of 2022 concluded electrolysis (dissimilar metals in contact) was the main cause of corrosion but was inconclusive as to cause of sealant failure. Warranty claim letter prepared by ACWD attorney Marsh Burch and submitted to BRCO contractors 3/17/2023. Second TA request approved May 13, 2023 with Coleman Engineering as the TA provider to oversee the repair work. Repair work scheduled for late April 2024 to avoid winter weather.

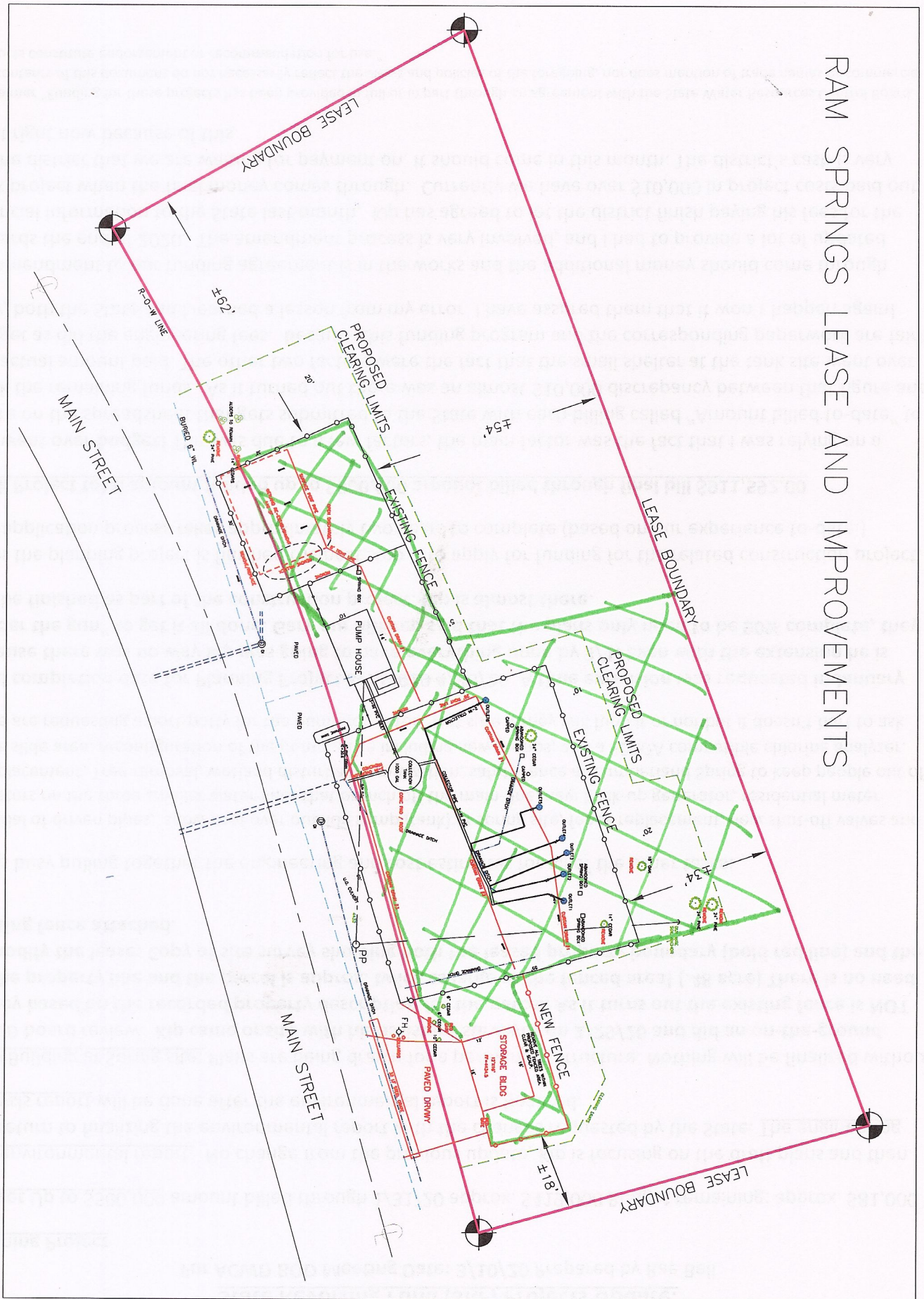
3. Cathodic Protection Project This project is to add cathodic protection to the water tank that was not included in the original design (other than the coating which was supposed to provide protection). A grant for up to \$125,000 has been applied for under an “Urgent Needs” program also funded by the State Revolving Fund (SRF) and approval has been granted for the first \$110,000. ACWD is responsible for administering this grant (it will go through ACWD’s books) but ACWD cannot bill any time or materials. (ACWD has to eat our direct expenses associated with administering and facilitating the project.)

Progress since last meeting.

- The Bridge Loan for this project has been executed!
- The parts are on their way as of this writing (6/6/2024).
- It is looking like Thompson tank might finish before the parts arrive. We will see.

Disclaimer “Funding for these projects has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

RAM SPRINGS LEASE AND IMPROVEMENTS



ACWD General Manager (GM) Report June 2024

Prepared by Rae Bell Arbogast

Correspondence **Outgoing, Incoming** Elections material from Sierra County Clerk-recorder. **emails back and forth:** Cranmer Eng. re: water sample results, Coleman Eng. & Thompson Tank re: water tank repair. Coleman Eng. (mainly Scott Woodland) re: Ram Spring Project (RSIP) & Cathodic Protection Project, RCAC re Bridge Loans (one for Ram Spring Project and One for Cathodic Protection Project, The district's insurance carrier Golden State RMA had to provide insurance documentation to RCAC for the Bridge Loan, Golden State RMA re: Worker's Comp resolution (for volunteers) and revision to contracts for Secretary and GM.

Agenda Item 3. c) GM Report

Preliminary budget: The insurance bill came in as budgeted which is \$768 less than the quote that we were given earlier this year. I did not make any changes to the preliminary budget document that was presented in May. Please bring your copy from last month to the meeting.

Under New Business Contract renewals for Secretary and Treasurer: In the process of being vetted by PRISM the bigger insurance Pool that Golden State RMA belongs to, we were told that the contracts needed some cleaning up. Based on that, I edited both contracts, the main change is that General Liability Coverage is not extended to Contractors.

The job descriptions are more detailed, but this does not represent a change in duties from what both have been doing. The job descriptions were developed with RCAC as part of the Technical Managerial and Financial Analysis that we did and are now being incorporated into the contracts. No pay change was included in either contract.

CONTRACT FOR SERVICES #2024-1

This contract is made and entered into this 11th day of June 2024 between Allegheny County Water District (hereinafter referred to as the "District") and an individual Amber Mehrmann (hereinafter referred to as "Contractor") for the position of Secretary/Clerk of the Board.

I TERMS AND STATUS

A. Terms of Contract

This Contract is effective July 1, 2024 through June 30, 2025, and shall terminate automatically on that date unless renewed by both parties. The Contract may be terminated at any time for any reason by either the District or the Contractor upon giving fifteen (15) day written notice to the other party.

- B. For the purposes of this Contract, and at all times during the term of this Contract, the Contractor understands that she is an independent contractor for the District, and no relationship of employer-employee exists between the parties, and that under no circumstances shall Contractor be deemed to be an employee of the District.

District will provide Worker's Compensation insurance. District will not pay or provide State Disability insurance benefits, Unemployment Insurance, or Social Security. Contractor shall be responsible to pay or provide for such insurance or benefits, and to pay its own federal and state income tax responsibilities, Social Security, and any other payroll tax obligations that it may owe as a result of compensation received for services rendered pursuant to this Contract.

The sole interest of the District is to ensure that the services provided will be performed and rendered in a competent, efficient, and satisfactory manner.

C. Services Provided

1. Contractor shall perform the services required under this contract in a competent, efficient, and satisfactory manner.
2. Provide such other services as deemed necessary by Contractor to fulfill the obligations and duties under this contract.
3. The parties expressly agree that no work, act, commission or omission of Contractor shall be construed to make or render Contractor an employee of the District.

Services include:

- Attend all board meetings and type the minutes which must include at minimum: date, time, location, attendance, time called to order, documentation of all actions of the board including a record of how each director voted, and time adjourned. If unable to attend a meeting delegate minute preparation to either the Deputy Secretary or a board member.
- Post meeting agendas on the district website and in one public place in compliance with the Brown Act, a minimum of 72 hours before each regular meeting. Note: the 72-hour rule applies to the agenda only, other documents can be prepared later if necessary but must be made available by the meeting date. An email notification of the agenda posting is also sent to the District's email list.
- Agenda preparation and posting is the duty of the Secretary unless it is delegated to another person. Currently the GM prepares the monthly agenda and posts it on the website.

- Prepare monthly meeting packet including certificate of posting each month. Meeting packet includes at minimum: the agenda, the DRAFT minutes from the previous month, treasury report and written staff reports. (Exceptions noted above)
- Once the DRAFT minutes are approved by the board they need to be signed and scanned with all other meeting documents for that date (including the certificate of posting) and posted on the district's website (there is a spot for the approved minutes on each meeting date) Put the hard copy of the approved minutes in the permanent file.

Website: alleghanywater.org

4. Confidentiality

All documents, together with any knowledge otherwise acquired by Contractor relating to the District's business shall be treated by Contractor as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information, other than in the performance of this Contract. District shall have access to all written documents related to work done under this Contract.

5. Conflict of Interest

Contractor covenants that she presently has no interest and shall not acquire any interest that would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Contract.

Contractor further agrees to submit full disclosure statements, if such be legally required, pursuant to the requirements of the California Fair Political Practices Act or any other federal, state or local provision of law, regulations, or conflict of interest code.

II **COMPENSATION TERMS**

A. Compensation

District agrees to compensate Contractor at the rate of \$30 per meeting plus another \$15 for each half hour (or \$7.50 per quarter hour) over 1 hour not to exceed \$60 per meeting. This rate shall be reviewed upon renewal of said contract.

B. Invoice

The contractor shall submit an invoice to the bookkeeper for each meeting after the approved minutes are filed in the permanent file and posted on the district website.

C. Payment Exclusive

For services authorized and provided under the Contract, payment set forth under Paragraph A shall be exclusive. Contractor shall be prohibited from billing or otherwise seeking payment for such services from the county or any other government agencies.

D. Taxes

Contractor will be solely responsible for any and all federal, state, and local taxes, charges, fees, or contribution required to be paid with respect to Contractor's performance of this Contract (including, but not limited to, Social Security and income tax withholding).

Contractor shall indemnify, defend and hold harmless the District and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all federal,

state and local taxes, chares, fees, or contributions required to be paid with respect to the Contractor for the services performed under this contract.

If the Internal Revenue Service or any other federal or state governmental agency should inquire about, question, or challenge the independent contractor status or Contractor with respect to the District, the parties agree that: (1) each shall inform the other party of such inquiry or challenge; and (2) the District shall have the right to participate in any discussion or negotiation occurring with the federal or state agency without regard to who initiated such discussions or negotiation. In the event the federal or state agency concludes that an independent contractor relationship does not exist, the District or Contractor may terminate this Contract immediately upon written notice.

E. Benefits

Contractor shall have no claim under this Contract or otherwise for unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other employment benefits.

F. Worker's Compensation

During the term of this Contract, Contractor shall be covered by the District.

G. Indemnification

Contractor shall indemnify, defend, and hold harmless the District and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claim, liabilities, and loses whatsoever (including, but no limited to, damages to property and injuries to death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of, connected with, or incidental to the Contractor's performance of services under this Contract, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

III GENERAL PROVISIONS

A. Non-Discrimination

During the performance of this Contract, Contactor shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, citizenship, physical or mental disability, medical condition, marital status, age, veteran status, sex or sexual orientation, perceived or otherwise, in connection with or related to the performance of this Contract.

B. Non-Assignment

None of the rights, privileges, interests, immunities, duties, or obligations created by this Contract are assignable by Contractor. Upon disability or inability to provide services by Contractor, this Contract shall terminate.

C. Qualifications

Contractor shall have the ability to take notes and type minutes and must have access to a computer with WORD or another compatible word processing program. Internet access is required. Contractor must attend all meetings of the Board of Directors and/or shall notify the board in advance if unable to do so. Contractor shall follow policies and procedures as established by the board.

D. Governing Law

This Contract will be deemed to have been made and shall be construed, interpreted, and enforced pursuant to and in accordance with the laws of the State of California.

E. Compliance with Applicable Laws

All services to be performed by the Contractor shall be performed in accordance with all applicable federal, state, and county laws. Such services shall be performed in accordance with all applicable ordinances and regulations, including, but not limited to, provision pertaining to confidentiality or records and applicable quality assurance regulations.

F. Amendment

This Contract constitutes the entire understanding between the parties and supersedes any and all prior understandings and agreement, oral or written, relating to the subject matter of this Contract. Each party acknowledges that no representation, inducement, promise, or agreements, oral or otherwise, which are not included in this contract and no other agreement, statement or promise not contained in this Contract shall be valid or binding. No alternation, variation, or amendment to the terms of this Contract shall be valid unless it is made in writing and is signed by the parties, and no oral understanding or agreement shall be binding on the parties.

G. Attorney's Fee and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in additions to any other relief to which the party may be entitled.

H. Severability

If any provision of the Contract is held to be invalid, void or unenforceable, the remainder of this Contract shall be severable and not affected.

I. Termination

This Contract may be terminated either by the District or the Contractor, at any time for any reason giving fifteen (15) days written notice to the other party. If so terminated, the amount payable hereunder shall be made for the services provided up to the date of termination and as agreed by both District and Contractor. In the event of a material breach of this Contract, the District may cancel and terminate said Contract immediately upon written notice to Contractor. "Material breach" included, but is not limited to the failure of the Contractor to perform an essential requirement of this Contract that: (1) causes substantial harmer to the interests of the District; or (2) substantially deprives the District of

a substantial benefit it reasonable expected under the Contract. A breach of contract may be deemed "material" if the cumulative effect of the nonmaterial breaches is material. Upon termination, the District agrees to pay Contractor for all services performed prior to termination that meet the requirement of this Contract.

J. Notice

Any notice required under this Contract shall be in writing and shall be deemed effective (1) upon actual delivery, if delivery is by hand; or (2) upon deposit in the United States mail, postage prepaid with return receipt requested and addressed:

To Contractor: Amber Mehrmann
P.O. Box 956
Alleghany, CA 95910

To District: Alleghany County Water District
Rae Bell Arbogast, General Manager
P.O. Box 860
Alleghany, CA 95910

Signed: _____
Amber Mehrmann

Signed: _____
Rae Bell Arbogast

CONTRACT FOR SERVICES

CONTRACT # 2024-2

This contract is made and entered into this 11th day of June between Alleghany County Water District (hereinafter referred to as the "District") and an individual Rae Bell Arbogast (hereinafter referred to as "Contractor") for the position of General Manager.

I TERMS AND STATUS

A. Terms of Contract

This Contract is effective June 1, 2024 through June 30, 2025, and shall terminate automatically on that date unless renewed by both parties. This Contract may be terminated at any time for any reason by either the District or the Contractor upon giving fifteen (15) day written notice to the other party.

- B. For the purposes of this Contract, and at all times during the term of this Contract, the Contractor understands that she is an independent contractor for the District, and no relationship of employer-employee exists between the parties, and that under no circumstances shall Contractor be deemed to be an employee of the District.

District will provide Worker's Compensation insurance. District will not pay or provide State Disability insurance benefits, Unemployment Insurance, or Social Security. Contractor shall be responsible to pay or provide for such insurance or benefits, and to pay its own federal and state income tax responsibilities, Social Security, and any other payroll tax obligations that it may owe as a result of compensation received for services rendered pursuant to this Contract.

The sole interest of the District is to ensure that the services provided will be performed and rendered in a competent, efficient, and satisfactory manner.

C. Services Provided

1. Perform the services required under this contract in a competent, efficient, and satisfactory manner.
2. Provide such other services as deemed necessary by Contractor to fulfill the obligations and duties under this contract.
3. The parties expressly agree that no work, act, commission or omission of Contractor shall be construed to make or render Contractor an employee of the District.
 - Acts as a liaison between the board of directors and staff ensuring that the district's policies and procedures are carried out.
 - Performs accounting duties including preparation of financial statements and annual budget preparation, works directly with independent auditor to complete annual audit
 - Oversees bookkeeper, providing technical support as needed.
 - Oversees website content and administration.
 - Oversees the continual development and updating of policies, procedures, and ordinances.
 - Acts as project manager for State and Federally funded projects (grants).
 - Maintains master calendar of administrative tasks and water testing schedule

D. Confidentiality

All documents, together with any knowledge otherwise acquired by Contractor relating to the District's business shall be treated by Contractor as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information, other than in the performance of this Contract. District shall have access to all written documents related to work done under this Contract.

E. Conflict of Interest

Contractor covenants that she presently has no interest and shall not acquire any interest that would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Contract.

Contractor further agrees to submit full disclosure statements, if such be legally required, pursuant to the requirements of the California Fair Political Practices Act or any other federal, state or local provision of law, regulations, or conflict of interest code.

II **COMPENSATION TERMS**

A. Compensation

1. Time that can be allocated to the State Funded Projects shall be billed to the district at a rate of \$30 per hour and will subsequently be billed directly to the State Funded Projects for reimbursement.

2. Deputy Secretary Duties shall be billed to the District at a rate of \$30 per meeting plus \$15 for each half hour over 1 hour (rounded by the quarter hour) and capped at \$60 per meeting.

3. A flat rate of \$200 to be paid for completing the following annual reports: DDW Annual Usage report, Consumer Confidence report & water rights report.

B. Invoice

Contractor shall submit an invoice for work completed.

C. Payment Exclusive

For services authorized and provided under the Contract, payment set forth under Paragraph A shall be exclusive. Contractor shall be prohibited from billing or otherwise seeking payment for such services from the county or any other government agencies.

D. Taxes

Contractor will be solely responsible for any and all federal, state, and local taxes, charges, fees, or contribution required to be paid with respect to Contractor's performance of this Contract (including, but not limited to, Social Security and income tax withholding).

Contractor shall indemnify, defend and hold harmless the District and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all federal, state and local taxes, chares, fees, or contributions required to be paid with respect to the Contractor for the services performed under this contract.

If the Internal Revenue Service or any other federal or state governmental agency should inquire about, question, or challenge the independent contractor status or Contractor with respect to the District, the parties agree that: (1) each shall inform the other party of such inquiry or challenge; and (2) the District shall have the right to participate in any discussion or negotiation occurring with the federal or state agency without regard to who initiated such discussions or negotiation. In the event the federal or state agency concludes that an independent contractor relationship does not exist, the District or Contractor may terminate this Contract immediately upon written notice.

E. Benefits

Contractor shall have no claim under this Contract or otherwise for unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other employment benefits.

F. Worker's Compensation

During the term of this Contract, Contractor shall be covered by the District's Worker's compensation policy.

G. Indemnification

Contractor shall indemnify, defend, and hold harmless the District and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claim, liabilities, and loses whatsoever (including, but not limited to, damages to property and injuries to death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of, connected with, or incidental to the Contractor's performance of services under this Contract, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

III GENERAL PROVISIONS

A. Non-Discrimination

During the performance of this Contract, Contactor shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, citizenship, physical or mental disability, medical condition, marital status, age, veteran status, sex or sexual orientation, perceived or otherwise, in connection with or related to the performance of this Contract.

B. Non-Assignment

None of the rights, privileges, interests, immunities, duties, or obligations created by this Contract are assignable by Contractor. Upon disability or inability to provide services by Contractor, this Contract shall terminate.

C. Qualifications and expectations

Required skills

- Proficient in the use of Microsoft WORD, Excel and Quickbooks accounting software.
- Knowledge of Generally Accepted Accounting Principles and Standard Business Practices.
- Ability to track and facilitate the completion of scheduled tasks with district staff.

D. Governing Law

This Contract will be deemed to have been made and shall be construed, interpreted, and enforced pursuant to and in accordance with the laws of the State of California.

E. Compliance with Applicable Laws

All services to be performed by the Contractor shall be performed in accordance with all applicable federal, state, and county laws. Such services shall be performed in accordance with all applicable ordinances and regulations, including, but not limited to, provision pertaining to confidentiality of records and applicable quality assurance regulations.

F. Amendment

This Contract constitutes the entire understanding between the parties and supersedes any and all prior understandings and agreement, oral or written, relating to the subject matter of this Contract. Each party acknowledges that no representation, inducement, promise, or agreements, oral or otherwise, which are not included in this contract and no other agreement, statement or promise not contained in this Contract shall be valid or binding. No alternation, variation, or amendment to the terms of this Contract shall be valid unless it is made in writing and is signed by the parties, and no oral understanding or agreement shall be binding on the parties.

G. Attorney's Fee and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in additions to any other relief to which the party may be entitled.

H. Severability

If any provision of the Contract is held to be invalid, void or unenforceable, the remainder of this Contract shall be severable and not affected.

I. Termination

This Contract may be terminated either by the District or the Contractor, at any time for any reason giving fifteen (15) days written notice to the other party. If so terminated, the amount payable hereunder shall be made for the services provided up to the date of termination and as agreed by both District and Contractor. In the event of a material breach of this Contract, the District may cancel and terminate said Contract immediately upon written notice to Contractor. "Material breach" included, but is not limited to the failure of the Contractor to perform an essential requirement of this Contract that: (1) causes substantial harmer to the interests of the District; or (2) substantially deprives the District of a substantial benefit it reasonable expected under the Contract. A breach of contract may be deemed "material" if the cumulative effect of the nonmaterial breaches is material. Upon termination, the District agrees to pay Contractor for all services performed prior to termination that meet the requirement of this Contract.

J. Notice

Any notice required under this Contract shall be in writing and shall be deemed effective (1) upon actual delivery, if delivery is by hand; or (2) upon deposit in the United States mail, postage prepaid with return receipt requested and addressed:

To Contractor: Rae Bell Arbogast
P.O. Box 919
Alleghany, CA 95910

To District: Alleghany County Water District
Tobyn Mehrmann, President
P.O. Box 860
Alleghany, CA 95910

For District:

X _____ Dated: _____
Tobyn Mehrmann, President

X _____ Dated: _____
Rae Bell Arbogast, Contractor

**RESOLUTION ORDERING AN ELECTION,
REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION,
AND REQUESTING CONSOLIDATION OF THE ELECTION**

ALLEGHANY COUNTY WATER DISTRICT

Resolution No. ~~1024~~ 124

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2024;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT THE governing body of the Alleghany County Water District hereby orders an election be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the district request to the Board of Supervisors of the County of Sierra to order such consolidation under Elections Code Section 10401 and 10403.

BE IT FURTHER RESOLVED AND ORDERED that said governing body hereby requests the Board of Supervisors to permit the Sierra County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County Elections Department conduct the election for the following offices on the November 5, 2024, ballot:

SEATS OPEN

3 Directors

OFFICE TERM

4 Year Terms

PASSED AND ADOPTED this _____ day of _____, 2024 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Chairperson of said Governing Board

Attested: _____
Secretary

**NOTICE TO COUNTY CLERK
OF ELECTIVE OFFICES TO BE FILLED
AND
TRANSMITTAL OF MAP AND BOUNDARIES

ALLEGHANY COUNTY WATER DISTRICT**

To the County Clerk of Sierra County:

- (1) Notice is hereby given that the elective offices of the district/city to be elected at large at the General Election scheduled for November 5, 2024, are as follows:

(PLEASE PRINT OR TYPE)

<u>OFFICE</u>	<u>INCUMBENT'S NAME</u>	<u>TERM</u>
Director	Oregon Tenney IV	4 years
Director	Coral Spencer	4 years
Director	Brianne Price	4 years

SPECIAL DISTRICTS: No election will be held if there are an insufficient number of nominees.

CITIES: If there is an insufficient number of nominees, city council will decide to fill the office by appointment by E-75 or proceed with the election. If any city measure is on the ballot, the election is held regardless.

- (2) The qualifications of a nominee of an elective officer of the district/city are as follows (i.e. a registered voter in the district/city):
- (3) The Candidate's Statement of Qualifications shall be limited to 200 words.

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Pamphlet at the time of filing his/her statement.

CHECK ONE: YES NO The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

Candidates for special districts pay the County Clerk. Candidates for city offices pay the City Clerk.

- (4) Tie votes for City and District elections are resolved by lot according to Elections Code §15651 and §10551.
- (5) A map showing the boundaries of the district within this county are on file in the County Clerk's office.

(Seal of the District/City)

Signature (District Secretary/City Clerk)

Dated: _____