



CALAVERAS PUBLIC UTILITY DISTRICT
506 W. St. Charles, Street San Andreas, CA 95249

BOARD OF DIRECTORS MEETING: 9:00 AM
September 19, 2023

Richard Blood
President of the Board

Director Brady McCartney
Director Jack Tressler

Director J.W. Dell 'Orto
Director Steve McDermed

Calaveras Public Utility District hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Directors at the District Office. If you are unable to attend in person, we encourage you to attend remotely as follows:

- **Join the Conference Call meeting**
- **Dial-in number (US): 1(669)900-9128**
- **Join the online ZOOM meeting:**
- **<https://us02web.zoom.us/j/81691372893?pwd=azVkSFN3ZmJrU2V0aS85Vk92YThtZz09>**
- **Meeting ID: 816 9137 2893**
- **Meeting Passcode code: 545381**

Please mute your call before joining. This will limit technical difficulties with audio. Only unmute your call if the President has requested public comment on an item. Upon completing your comments, please mute your call again. Do not put the call on hold, as hold music can ruin the call for all other participants. If that occurs, or in the event of disruptive conduct, staff reserves the right to disconnect that caller. Do no talk over the top of any other callers. Conversations must be one at a time.

AGENDA

1. CALL THE MEETING TO ORDER

2. ROLL CALL OF DIRECTORS

- President Richard Blood
- Director Brady McCartney
- Director J.W. Dell 'Orto
- Director Jack Tressler
- Director Steve McDermed

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT (Limit: 3 min/person)

At this time, members of the public may address the Board on any matter within its jurisdiction which is not on the agenda. The public is encouraged to work with staff to

place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to 3 minutes per person.

5. CONSENT ITEMS

Consent items should be considered together as one motion. Any item(s) requested to be removed will be considered after the motion to approve the Consent Items.

- a. August 1, 2023 Special Board Minutes
- b. August 15, 2023 Regular Board Minutes
- c. Claim Summary

Action: Roll call Vote

Consider motion to approve consent item a-c.

ITEMS FOR BOARD DISCUSSION AND/OR ACTION

Board action may occur on any identified agenda item. Any member of the public may directly address the Board on any identified agenda item of interest, either before or during the Board's consideration of that item.

6. ANNUAL AUDIT ENGAGEMENT LETTER

Action Requested: Roll Call Vote

Approve the professional services agreement with Larry Bain, CPA, An Accounting Firm, to complete the annual financial audit at a cost not to exceed \$10,400.

7. NOTICE OF COMPLETION – CLEARWELL TANK PROJECT

Action Requested: Roll Call Vote

- a. Review Clearwell Tank Project Phase II Memorandum regarding completion of project.
- b. Approve Resolution 2023-14 Accepting The Work On The Clearwell Tank Phase II Site Improvement Project.

8. RESOLUTION 2023-15 UPDATE POLICY 4130 – DIRECTOR COMPENSATION, BENEFITS AND REIMBURSEMENT OF EXPENSES

Action Requested: Roll Call Vote

Approve Resolution 2023-15, which will update the Board Director compensation as per Board Policy 4130 to include dental/vision insurance coverage.

9. FISCAL YEAR 2022/2023 FINAL BUDGET UPDATE AND AMENDMENT

Action Requested: Roll Call Vote

- a. Review Fiscal Year 2022/23 Budget expenses.
- b. Approve Budget Amendments for Fiscal Year 2022/23

10. FISCAL YEAR 2023/2024 BUDGET UPDATE

Action Requested: Discussion

Review current Income and Expenses for Fiscal Year 2023/24.

11. CROWN CASTLE CELL TOWER LEASE AGREEMENT

Action Requested: Roll Call Vote

Approval to add a tenant to the Cell Tower at San Andreas Tank in the amount of \$500 per month added to current lease agreement.

12. CONSIDERATION OF PROPOSALS FOR IT SERVICES

Action Requested: Roll Call Vote

Review scope of services of IT consultants with recommendation to approve agreement with Mission IT Solutions.

13. LETTER OF SUPPORT FOR UPPER MOKELUMNE RIVER WATERSHED AUTHORITY'S (UMRWA) SIERRA NEVADA CONSERVANCY (SNC) GRANT

Action Requested: Roll Call Vote

Authorize General Manager to draft a letter of support for application for SNC project 1636 – Forest Projects Plan (FPP, Phase 1b) and SNC Project 1646 – forest projects plan phase 2 environmental planning.

14. REPORTS

The purpose of these reports is to provide information on projects, programs, staff actions, and committee meetings that are of general interest to the Board and public. No decisions are to be made on these issues.

- a. Legal Counsel's Report
- b. Water System Superintendent's Report
- c. Engineer's Report
- d. General Manager's Report
 - i. Update on Grant Applications and Grant Funded Projects
 - ii. Update on Water Master Plan
- e. Directors' Comments: Directors may make brief announcements or brief reports on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on the future agenda.

15. ADJOURNMENT

If there is no other Board business the President will adjourn to its next regular meeting scheduled for October 17, 2023 at 9:00 a.m.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office at (209) 754-9442. Notification in advance of the meeting will enable CPUD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CPUD for review by the public.

Special Meeting

9:00 A.M

DIRECTORS PRESENT:

President Richard Blood
Director Brady McCartney
Director J.W Dell'Orto
Director Jack Tressler

MEMBERS ABSENT:

Director Steve McDermed

STAFF PRESENT:

Travis Small, General Manager
Molly Soulier, Customer Service Representative
Adam Brown, Legal Counsel (via Zoom)

OTHERS PRESENT:

Joan Griffith (via zoom)

1. **CALL THE MEETING TO ORDER:** The regular meeting was called to order by President Blood at 9:02 A.M.
2. **ROLL CALL OF DIRECTORS:** President Blood, Directors McCartney, Dell'Orto, and Tressler were present. Director McDermed was absent.
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT (Limit 3 minutes per person/15 minutes per subject):** None
5. **PUBLIC HEARING & CONSIDERATION OF RESOLUTION NO. 2023-12 ADOPTING REPORT OF DELINQUENT UTILITY CHARGES AND AUTHORIZING COLLECTION ON THE COUNTY TAX ROLL FOR TAX YEAR 2022 – 2023.**
President Blood asked how many accounts were going to the tax roll. General Manager Travis Small responded. A motion was made by Director Tressler, seconded by Director McCartney, to approve Resolution NO. 2023-12. Directors Blood, Dell'Orto, Tressler, and McCartney voted yes; none opposed. Motion carried 4-0.
6. **CAL-TRANS COVER AGREEMENT FOR RELOCATING VALVES IN CONFLICT WITH CAL-TRANS PROJECT IN SAN ANDREAS.**
Mr. Small explained to the Board that Caltrans is redoing the roads and sidewalks in San Andreas and will be raising valves to grade. Mr. Small also added this will be at no cost to the District, except that the District will have to inspect the work to ensure it meets District Standards. A motion was made by Director Dell'Orto and seconded by Director Tressler, to approve the agreement. Directors Blood, Dell'Orto, Tressler, and McCartney voted yes; none opposed. Motion carried 4-0.

7. RESOLUTION NO. 2023-13: A RESOLUTION OF THE BOARD OF DIRECTORS APPROVING THE THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

President Blood talked about the amended agreement that the UMRA Board of Directors adopted to include forestry topics. President Blood also clarified that this amended agreement could help sponsor projects outside the Mokelumne River water shed if the project benefited UMRWA. A motion was made by Director Tressler and seconded by Director Dell'Orto, to approve Resolution No. 2023-13. Directors Blood, Dell'Orto, Tressler, and McCartney voted yes; none opposed. Motion carried 4-0.

8. ADJOURNMENT

There being no further business to come before the board, President Blood Adjourned the meeting at 9:18 AM.

Respectfully Submitted,



Carissa Bear, Clerk of the Board

CALAVERAS PUBLIC UTILITY DISTRICT

August 15, 2023

Regular Meeting

9:00 am

DIRECTORS PRESENT: Richard Blood
J.W. Dell'Orto
Steve McDermed

MEMBERS ABSENT: Brady McCartney (arrived at 9:09am)
Jack Tressler

STAFF PRESENT: Travis Small, General Manager
Adam Brown, District Legal Counsel
Carissa Bear, Clerk of the Board
Mathew Roberts, Water System Superintendent

OTHERS PRESENT: Jason Thompson (Laketricity)
Eva Pauly (Laketricity)

1. CALL THE MEETING TO ORDER: The regular meeting was called to order by President Blood at 9:02 A.M.
2. ROLL CALL OF DIRECTORS: Directors Blood, Dell'Orto, and McDermed, were present. Director McCartney and Tressler were absent.
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT (Limit 3 minutes per person/15 minutes per subject): None.
5. CONSENT ITEMS
 - a. July 11, 2023 Regular Board Meeting Minutes
 - b. Claim Summary

A motion was made by Director Dell'Orto, seconded by Director McDermed, to approve consent items a-b. A roll call vote was taken. Directors Dell'Orto, McDermed, and Blood voted yes; none opposed. Motion carried 3-0.

6. LAKETRICITY – JEFF DAVIS RESERVOIR

Jason Thompson met Travis Small, General Manager at the Spring ACWA conference and has since prepared a proposal for an agreement between Calaveras Public Utility District and Laketricity.

** Director McCartney arrived.

Mr. Thompson and Eva Pauly presented the Board with a slideshow for the proposed project which would be a 30-year lease agreement. Director McCartney if it would be concerning if the water levels dropped. Mr. Thompson explained that a sonar survey will be conducted but

typically their product can accommodate a 30-40' drop in water level depending on the terrain at the bottom of the reservoir. The proposal estimated about \$34,000 of income for the District by renting the surface water to Laketricity. Director Blood inquired about state permitting amendments and CEQA requirements. Ms. Pauly responded that any fees accrued to state permit amends would be covered by Laketricity and that all of their products are drinking water safe. Director Blood inquired about the amount of water that would be displaced, Ms. Pauly explained that a precise calculation will be done but it is not a significant amount. Director McDermed asked for the material of the flotation devices, Ms. Pauly replied that it is HDPE material. Mathew Roberts, Water System Superintendent, inquired about if anyone has reported negative impacts on their water quality using Laketricity solar panels. Ms. Pauly responded that it has actually been reported that companies have seen improvements in their water quality. Mr. Thomspon informed the Board that all maintenance on the panels will be handled by Laketricity. He went over what to expect for typical maintenance. Maintenance is done about 3-4 times a year. Director Dell'Orto inquired about the impact of snow fall on the solar panels. Ms. Pauly responded that the snow typically melts quicker than on the ground due to the proximity of the water. Laketricity has panels in Massachusetts and Colorado with no issues. The board and staff discussed potential issues with the District's contract with Calaveras Public Power Authority. Mr. Small will look into it. Mr. Small inquired about security protocols; Ms. Pauly responded. Mr. Roberts inquired about Division of Safety of Dams requirements; Ms. Pauly stated that Laketricity will have to provide a plan but their product will not affect the integrity of the dam. Director McCartney inquired about the possibility of owning the panels. Ms. Pauly informed the Board that there is an option to buy it back after 7 years. Director Blood expressed his interest in getting more information about buying after 7 years. Director Blood inquired about the timeframe for the assessment; Ms. Pauly responded that in one year they should be able to tell if it's feasible.

7. BUDGET UPDATE FISCAL YEAR 2022/2023

Mr. Small is working on closing out fiscal year 2022/23. He's anticipating it to be completed by the end of this month. The audit should be done in late October. Mr. Small looked into switching auditors but there's currently a shortage of auditors that are available. Mr. Small has been advised that it might be best to stay with our current auditor, he has plenty of staff to rotate out that there shouldn't be any conflicts. Mr. Small is hopeful for an engagement letter by the next board meeting. Mr. Small went over the 2022/23 fiscal year operating budget and capital outlay. Overall the District did well with staying on budget. A mid-year rate increase for electricity put the District over budget on utilities. This year, Schaads hydro had the best income producing thus far. Mr. Small will have a list of budget amendments for board review.

8. UPDATE POLICY REGARDING BOARD OF DIRECTOR COMPENSATION

Mr. Small as well as Director's Blood and McCartney held a committee meeting regarding board compensation. The two directors recommend keeping the payment at \$100 per meeting with the ability to opt in or out. They also proposed offering dental and vision insurance to the Board with

the ability to opt out. Director McDermed cannot accept anything as an employee. Mr. Small explained that a Board member can receive health benefits and reimbursements but still opt out of the \$100 per meeting. Mr. Small explained that this is what the committee is recommending if the Board is ready to move forward he can bring it to the next Board meeting for the Board to adopt. President Blood would like verbiage to be added that states attendance to Board meeting is required to receive health benefits. Adam Brown, District Legal Counsel, informed the Board that even if you missed a meeting you would still get benefits. The only way benefits would stop is if the Board member is no longer on the Board. Mr. Small reminded the Board that the policy states that if a Board member misses 3 or more meetings, the Board can vote to dismiss a Board member from being on the Board. President Blood would like to clean up section 4125.3 (D) stating that a Board member needs to provide a written report when attending an outside meeting. He thinks a verbal report would suffice. He'd also like verbiage added that Board members should inform the Board when planning to attend outside meetings. Mr. Brown reminded the Board that the Board reviews all claims, he has seen Board members withdrawal claims at that time.

9. POLICY ON RECORDED MEETINGS

President Blood requested this to be on the agenda. He would like the public to have access to recorded meetings when they cannot attend. Mr. Small stated that most agencies will keep the recorded meetings for a maximum of 90 days. He did some research and most districts do not have a policy for recorded minutes but they did have a sub section in their retention guide. In his research Mr. Small has found that it's such a controversial subject as many agencies do not like it. Mr. Brown advised that once the timeframe has been met and the board has approved the minutes that the audio and video recording should be destroyed. Director McDermed feels like this will be creating a lot more work and feels it is unnecessary. Director Blood believes it will provide better transparency. Mr. Small pointed out that currently our meetings are summary minutes and he feels when we have recordings available to the public that they might nitpick what does and doesn't make it to the written minutes. Mr. Brown added that verbatim minutes is a huge burden to staff. Director Blood stated that he is not looking for verbatim just more transparency. Mr. Small reminded the Board that it is just discussion at this point and will need to come back to be voted on by the Board. Director Dell'Orto asked if we would run into the possibility of request for minutes to be amended between the time they were approved and the time for the video and audio to be destroyed. Mr. Brown confirmed that could be a potential problem. Director McCartney feels that recorded meetings could become an issue. President Blood asked for this to be brought back at a later meeting. He would like the public to hear the tone of voice and the back-and-forth discussion that the Board has. Director Dell'Orto would definitely like the minutes destroyed at the 90-day mark if this is approved.

10. REPORTS

a. Legal Counsel's Report

Mr. Brown stated that his report was covered.

b. Water System Superintendent's Report

Mathew Roberts, Water System Superintendent informed the Board that the District has a new operator named Heather Pedro. She has been a great asset to the team so far. President Blood inquired about her certifications. Mr. Roberts informed him that she currently has her treatment certifications but still needs her distribution certifications. Mr. Small stated that he'll bring in the

new employees at the next meeting. Mr. Roberts provided a slideshow of photos for the month of operations. The photos provided the majority of his report. Directors McCartney and McDermed enjoyed the photos.

c. District Engineer Report

Mr. Small reported that the SRF application has been submitted.

d. General Manager's Report

Mr. Small informed the Board that ACWA is holding their annual conference in Indian Wells in the fall. If any of the Board is interested in attending let him know. ACWA sent out an email informing their members that all legislative got defeated, there will be no changes for now. Ms. Bear will be attending the Board Secretary conference in November, if any of the Board would like to attend, let him know. Mountain Counties has reached out asking of the District would like to rejoin. Director Dell'Orto said that we dropped in the past due to the cost. Mr. Small informed the Board that Mountain Counties is good to be a part of as they can act as our voice for a lot of things. Mr. Small informed the Board that the Rich Gulch grant application should be funded within the year as long as there is funding.

e. Director's Comments:

Director Dell'Orto informed the Board that his CAMRA cancelled their meeting. He also had a member of the public reach out about wanting to do fuel reduction at the Mokelumne Hill tank through a grant.

8. ADJOURNMENT

There being no further business to come before the Board, President Blood adjourned the meeting at 11:25 am.

Respectfully Submitted,



Carissa Bear, Secretary/Clerk of the Board

CALAVERAS PUBLIC UTILITY DISTRICT

CLAIM SUMMARY # 8-2023

DATE: August 2023

The claims listed on the schedules attached to this summary have been examined and found to be correct and proper demands against the Calaveras Public Utility District.

Claims Submitted	\$ 202,722.85
Payroll Submitted	\$ 73,987.10
Employee Reimbursement	\$ 242.75
P/R Tax Deposits	\$ 32,208.70
Sub-total	\$ 309,161.40

Claim Summary Approved for	\$ 309,161.40
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Clerk of the Board, Calaveras Public Utility District

Calaveras Public Utility District Expenses by Vendor Detail

August 2023

Name	Date	Memo	Account	Amount
ACWA				
	08/21/2023	ACWA 2023 Fall Conference - 2023	5320 - Seminars & Conferences-Staff	815.00
Total ACWA				815.00
ACWA-Health				
	08/10/2023	Dental/Vision/Life - September	5200 - Medical Benefits	1,534.37
Total ACWA-Health				1,534.37
Alpha Analytical Labs, Inc.				
	08/10/2023	6/30/2023 - 7/28/2023	5685 - Lab & Sampling	530.00
Total Alpha Analytical Labs, Inc.				530.00
American Fidelity Assurance				
	08/21/2023	125 Plan Bill Period 8/1/2023 - 8/31/2023	5275 - Employee Section 125 Plan	503.86
Total American Fidelity Assurance				503.86
American Fidelity Assurance Co.(Flex)				
	08/10/2023	125 Plan Flex	5275 - Employee Section 125 Plan	168.75
Total American Fidelity Assurance Co.(Flex)				168.75
AT & T				
	08/10/2023	San Andreas Tank Special Circuit	5480 - Telephone	51.64
	08/10/2023	Hydro #3 Garamendi	5480 - Telephone	307.22
	08/10/2023	San Andreas Tank	5480 - Telephone	305.46
Total AT & T				664.32
AT & T				
	08/21/2023	Telephone Hydros - Long Distance	5480 - Telephone	62.68
Total AT & T				62.68
AT&T				
	08/21/2023	Shop Phone / Internet	5480 - Telephone	80.70
Total AT&T				80.70
Brawner Automotive Repair				
	08/10/2023	Ditch Witch Repairs	5532 - Repairs & Maintenance-Auto	425.27
Total Brawner Automotive Repair				425.27
Cal-Waste				
	08/10/2023	Office	5760 - Sewer & Garbage	174.15
	08/10/2023	Shop	5760 - Sewer & Garbage	415.11
Total Cal-Waste				589.26
Cal PERS				
	08/15/2023	Health PA Billing - September	5200 - Medical Benefits	34,730.58
	08/15/2023	Employer Contribution, Classic, 1017, CalPERS, 07/16/2023 - 07/29/2023	5230 - Retirement Benefits-CalPERS	3,640.57
	08/15/2023	Employer Contribution, PEPR, 26507, CalPERS, 07/16/2023 - 07/29/2023	5230 - Retirement Benefits-CalPERS	2,345.76
	08/15/2023	Employer Contributions - Unfunded Accrued Liability, Classic, 1017, CalPERS, 2023/2024	5230 - Retirement Benefits-CalPERS	9,388.00
	08/15/2023	GASB 68 Reporting Services Fee, CalPERS	5230 - Retirement Benefits-CalPERS	700.00

**Calaveras Public Utility District
Expenses by Vendor Detail
August 2023**

Name	Date	Memo	Account	Amount
	08/15/2023	Employer Contribution, Classic, 1017, CalPERS, 07/30/2023 - 08/12/2023	5230 - Retirement Benefits-CalPERS	3,640.57
	08/15/2023	Employer Contribution, PEPRA, 26507, CalPERS, 07/30/2023 - 08/12/2023	5230 - Retirement Benefits-CalPERS	2,601.82
	08/29/2023		5200 - Medical Benefits	0.00
	08/29/2023	Employer Contribution, Classic, 1017, CalPERS, 08/13/2023 - 08/26/2023	5230 - Retirement Benefits-CalPERS	3,640.57
	08/29/2023	Employer Contribution, PEPRA, 26507, CalPERS, 08/13/2023 - 08/26/2023	5230 - Retirement Benefits-CalPERS	2,660.91
Total Cal PERS				<u>63,348.78</u>
Calaveras Auto Supply				
	08/10/2023	Truck #10	5532 - Repairs & Maintenance-Auto	27.35
	08/10/2023	Truck #1	5532 - Repairs & Maintenance-Auto	48.26
Total Calaveras Auto Supply				<u>75.61</u>
Calaveras County Clerk/Recorder's Office				
	08/03/2023	Lien Release x 4 (MHSD) x 5 (CPUD)	5605 - Administration Services	180.00
	08/09/2023	Lien Release x 27 (CPUD)	5605 - Administration Services	540.00
Total Calaveras County Clerk/Recorder's Office				<u>720.00</u>
Calaveras Enterprise				
	08/10/2023	Inv# 50696 - Public Hearing Notice	5415 - Advertising	240.00
Total Calaveras Enterprise				<u>240.00</u>
Calaveras Public Power Agency				
	08/10/2023	CPUD Warehouse	5743 - Electricity-Office	116.20
	08/10/2023	Glencoe Booster Pump	5741 - Electricity-Hydros	815.60
	08/10/2023	CPUD Office	5743 - Electricity-Office	386.20
	08/10/2023	Jeff Davis WTP	5742 - Electricity-Treatment	1,716.00
	08/10/2023	Licking Fork Pumping Station	5740 - Electricity-T & D	36,244.00
Total Calaveras Public Power Agency				<u>39,278.00</u>
Carbon Copy Inc.				
	08/10/2023	Copies	5464 - Printing	63.31
Total Carbon Copy Inc.				<u>63.31</u>
Care Free Lawns				
	08/10/2023	July Monthly Service	5670 - Facility Maintenance	150.00
Total Care Free Lawns				<u>150.00</u>
Comcast				
	08/10/2023	District Office	5480 - Telephone	325.32
Total Comcast				<u>325.32</u>
Comcast Business (VE)				
	08/10/2023	Business Voice Edge	5480 - Telephone	292.50
Total Comcast Business (VE)				<u>292.50</u>
Datco Billing				
	08/10/2023	Employee Heather Pedro	5665 - Pre-Employment	49.00
Total Datco Billing				<u>49.00</u>

Calaveras Public Utility District
Expenses by Vendor Detail
August 2023

Name	Date	Memo	Account	Amount
De Lage Landen Financial Services Inc.				
	08/15/2023	Kyocera	5464 - Printing	83.66
Total De Lage Landen Financial Services Inc.				<u>83.66</u>
EDD				
	08/21/2023	Period Ending 30-Sep-2023	2315 - Accrued SUI/ETT Taxes	281.11
Total EDD				<u>281.11</u>
Fischer, Merle				
	08/15/2023	August 2023	5210 - Medical Benefits-Retiree	996.31
Total Fischer, Merle				<u>996.31</u>
Gold & Sons Ready Mix				
	08/10/2023	Leak Repair at Main & St Charles	5536 - Repairs & Maintenance-T&D	726.91
Total Gold & Sons Ready Mix				<u>726.91</u>
Grainger				
	08/10/2023	Tools Inv# 9794902040, 9796371012	5585 - Tools	549.91
	08/10/2023	Materials & Supplies T&D Inv# 979687113	5548 - Materials & Supplies-T&D	92.93
	08/21/2023	T&D Materials & Supplies Inv# 9801306680	5548 - Materials & Supplies-T&D	503.96
Total Grainger				<u>1,146.80</u>
Herd's Machine Shop				
	08/16/2023	Repairs & Maintenance T&D	5536 - Repairs & Maintenance-T&D	80.44
	08/21/2023	Main St. Leak	5536 - Repairs & Maintenance-T&D	1,069.28
Total Herd's Machine Shop				<u>1,149.72</u>
Hill Rivkins Brown & Associates				
	08/16/2023	Legal Services	5645 - Legal Services	4,602.00
	08/21/2023	July 5 - August 1 Inv# 00306	5645 - Legal Services	5,723.00
Total Hill Rivkins Brown & Associates				<u>10,325.00</u>
Hobgood's Cleaning Service				
	08/16/2023	Janitorial Services August 2023	5670 - Facility Maintenance	160.00
Total Hobgood's Cleaning Service				<u>160.00</u>
Hunt & Sons Inc.				
	08/10/2023	Fuel Inv# 257968	5540 - Fuel	1,158.41
	08/10/2023	Fuel Inv# 291185	5540 - Fuel	1,643.10
Total Hunt & Sons Inc.				<u>2,801.51</u>
Lowe's				
	08/10/2023	Materials & Supplies Treatment	5547 - Materials & Supplies-Treatment	2,083.61
	08/10/2023	Materials & Supplies Treatment	5547 - Materials & Supplies-Treatment	531.86
Total Lowe's				<u>2,615.47</u>
Martin Marietta				
	08/10/2023	Aggregate	5536 - Repairs & Maintenance-T&D	163.24
Total Martin Marietta				<u>163.24</u>

Calaveras Public Utility District
Expenses by Vendor Detail
August 2023

Name	Date	Memo	Account	Amount
Matrix Trust Company				
	08/21/2023	Payroll Date 7/29/2023	2317 - 457 Plan	978.28
	08/21/2023	Payroll Date 8/12/2023	2317 - 457 Plan	959.38
Total Matrix Trust Company				1,937.66
McMaster-Carr				
	08/15/2023	Crew Safety Equipment	5566 - Safety Equipment	178.82
Total McMaster-Carr				178.82
Motherlode Answering Service				
	08/15/2023	Answering Service	5606 - Answering Service	433.76
Total Motherlode Answering Service				433.76
Pace Supply				
	08/15/2023	T&D Materials & Supplies	5548 - Materials & Supplies-T&D	12,918.06
	08/21/2023	Repairs & Maintenance Pumping Inv# 058763313	5534 - Repairs & Maintenance-Pumping	273.38
Total Pace Supply				13,191.44
PCP - Gold Strike LP				
	08/24/2023	Refund of Overpayment for Customer Account #381	1371 - A/R Utility Service	37.01
Total PCP - Gold Strike LP				37.01
Peterson-Brustad, Inc.				
	08/21/2023	Clearwell & Tank Divers	5850 - Engineering-Capital	20,416.75
Total Peterson-Brustad, Inc.				20,416.75
PG&E - ENERGY STATEMENT				
	08/15/2023	Shop	5740 - Electricity-T & D	10.20
	08/15/2023	Warehouse Light	5740 - Electricity-T & D	20.28
	08/15/2023	Schaad's	5741 - Electricity-Hydros	54.29
	08/15/2023	Warehouse Light	5740 - Electricity-T & D	17.68
	08/15/2023	Office	5743 - Electricity-Office	8.11
	08/15/2023	Hydro #1	5741 - Electricity-Hydros	263.52
	08/15/2023	Hydro #2	5741 - Electricity-Hydros	93.24
	08/21/2023	Hwy 26 & Ponderosa Way	5741 - Electricity-Hydros	192.82
Total PG&E - ENERGY STATEMENT				660.14
PGE-NON ENERGY INVOICES				
	08/15/2023	Hydro #1	5741 - Electricity-Hydros	7.75
	08/15/2023	Hydro #2	5741 - Electricity-Hydros	7.75
	08/15/2023	Hydro #3	5741 - Electricity-Hydros	7.75
	08/15/2023	Schaad's	5741 - Electricity-Hydros	197.86
Total PGE-NON ENERGY INVOICES				221.11
Pitney Bowes (Lease)				
	08/15/2023	Folding Machine/Postage Machine	5699 - Other Contracted Services	1,446.74
Total Pitney Bowes (Lease)				1,446.74

Calaveras Public Utility District
Expenses by Vendor Detail
 August 2023

Name	Date	Memo	Account	Amount
Progressive Print Solutions				
	08/16/2023	Envelopes	5464 - Printing	119.84
Total Progressive Print Solutions				<u>119.84</u>
Robert Croft				
	08/24/2023	Refund of Overpayment for Customer Account #3	1371 - A/R Utility Service	106.91
Total Robert Croft				<u>106.91</u>
Roberta Held				
	08/24/2023	Refund of Overpayment for Customer Account #506	1371 - A/R Utility Service	190.95
Total Roberta Held				<u>190.95</u>
Safety Center, Inc				
	08/15/2023	Staff First Aid, CPR & AED	5335 - Training	1,600.00
Total Safety Center, Inc				<u>1,600.00</u>
San Andreas Sanitary District				
	08/16/2023	Office	5760 - Sewer & Garbage	102.58
	08/16/2023	Shop	5760 - Sewer & Garbage	120.16
Total San Andreas Sanitary District				<u>222.74</u>
Sarah Pflug (Notary)				
	08/09/2023	Lien Release Notary x 29	4495 - Notary	580.00
Total Sarah Pflug (Notary)				<u>580.00</u>
SEIU Local 1021				
	08/16/2023	Union Dues Pay Period Ending 7/29/23	2322 - SEIU Union Dues	448.69
	08/16/2023	Union Dues Pay Period Ending 8/12/23	2322 - SEIU Union Dues	484.23
Total SEIU Local 1021				<u>932.92</u>
Sender's Market Inc.				
	08/16/2023	Treatment Materials & Supplies Inv# 560869	5547 - Materials & Supplies-Treatment	80.34
	08/16/2023	Treatment Materials & Supplies Inv# 149105	5547 - Materials & Supplies-Treatment	430.41
	08/16/2023	T&D Materials & Supplies	5548 - Materials & Supplies-T&D	122.14
Total Sender's Market Inc.				<u>632.89</u>
Staples Credit Plan				
	08/16/2023	Office Supplies	5475 - Office Supplies	1,250.73
Total Staples Credit Plan				<u>1,250.73</u>
Texas Life Insurance Company				
	08/21/2023	Billing# SMOF2J20230716001 T. Small	5275 - Employee Section 125 Plan	35.00
Total Texas Life Insurance Company				<u>35.00</u>
Treat's General Store				
	08/16/2023	Hydros Materials & Supplies	5546 - Materials & Supplies-Hydros	16.07
	08/16/2023	Treatment Materials & Supplies	5547 - Materials & Supplies-Treatment	60.04
	08/16/2023	Office Materials & Supplies	5475 - Office Supplies	50.68
	08/16/2023	T&D Materials & Supplies	5548 - Materials & Supplies-T&D	311.67

Calaveras Public Utility District
Expenses by Vendor Detail
 August 2023

Name	Date	Memo	Account	Amount
Total Treat's General Store				438.46
USA Blue Book				
	08/16/2023	T&D Materials & Supplies	5548 · Materials & Supplies-T&D	635.71
	08/16/2023	Treatment Materials & Supplies	5547 · Materials & Supplies-Treatment	254.04
	08/21/2023	Materials & Supplies Treatment Inv# 00098231	5547 · Materials & Supplies-Treatment	259.66
Total USA Blue Book				1,149.41
Verizon Wireless				
	08/16/2023	Special Circuits	5480 · Telephone	58.58
Total Verizon Wireless				58.58
Volcano Telephone				
	08/16/2023	13900 Hwy 26	5480 · Telephone	56.11
	08/16/2023	1601 West Forty	5480 · Telephone	56.11
	08/16/2023	10727 Ponderosa Way	5480 · Telephone	56.11
	08/16/2023	3089 Ridge Rd	5480 · Telephone	52.62
	08/16/2023	Treatment Plant	5480 · Telephone	62.09
	08/16/2023	Schaad's Hydro	5480 · Telephone	87.16
	08/16/2023	Special Circuit	5480 · Telephone	56.11
	08/16/2023	Schaad's Hydro	5480 · Telephone	56.11
	08/16/2023	Treatment Plant Hydro	5480 · Telephone	126.90
	08/16/2023	Treatment Plant Long Distance	5480 · Telephone	0.10
Total Volcano Telephone				609.42
Weber, Ghio & Associates				
	08/16/2023	Clearwell Tank Phas II	5850 · Engineering-Capital	19,745.25
Total Weber, Ghio & Associates				19,745.25
Wells Fargo Bank - C. Bear				
	08/22/2023	Office Supplies	5475 · Office Supplies	1,171.01
	08/22/2023	Staff Seminar	5320 · Seminars & Conferences-Staff	400.00
	08/22/2023	Training	5335 · Training	509.52
	08/22/2023	Software Programs & Updates	5470 · Software Programs & Updates	1,373.72
Total Wells Fargo Bank - C. Bear				3,454.25
Wells Fargo Bank - M Roberts				
	08/22/2023	Seminars & Conferences Staff	5320 · Seminars & Conferences-Staff	500.00
	08/22/2023	Pre Employment H. Pedro	5665 · Pre-Employment	58.33
Total Wells Fargo Bank - M Roberts				558.33
Wells Fargo Bank - T Small				
	08/22/2023	Office Supplies	5475 · Office Supplies	280.08
	08/22/2023	Seminars & Conferences Board	5315 · Seminars & Conferences-Board	102.91
	08/22/2023	Billing Services	5615 · Billing Services	555.00
Total Wells Fargo Bank - T Small				937.99

Calaveras Public Utility District
Expenses by Vendor Detail
August 2023

Name	Date	Memo	Account	Amount
Western Hydrologics, LLP				
	08/16/2023	South Fork Pump Station Gaging	5699 - Other Contracted Services	1,209.29
Total Western Hydrologics, LLP				<u>1,209.29</u>
				<u><u>202,722.85</u></u>

LARRY BAIN, CPA

AN ACCOUNTING CORPORATION

Member of American Institute of Certified Public Accountants
Member of AICPA Peer Review Program

2148 Frascati Drive, El Dorado Hills, CA 95762 / 916.601-8894

lpbain@sbcglobal.net

September 12, 2023

Management and Board of Directors
Calaveras Public Utility District
P.O. 666
San Andreas, CA

We are pleased to confirm our understanding of the services we are to provide Calaveras Public Utility District for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities, and the fiduciary fund information,, including the related notes to the financial statements, which collectively comprise the basic financial statements of Calaveras Public Utility District as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Calaveras Public Utility District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Schedule of the district's proportionate share of the net pension liability
- 2) Schedule of the district pension contributions
- 3) OPEB trend information

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in

accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Calaveras Public Utility District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of Calaveras Public Utility District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also assist with preparing the State Controller Financial Transaction Report based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing

activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Larry Bain, CPA, An Accounting Corporation and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Larry Bain, CPA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to State Controller's Office or its designee. The State Controller or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Larry Bain, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on December 6, 2023, and to issue our report no later than January 31, 2024.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses,

will not exceed \$10,400. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Calaveras Public Utility District’s financial statements. Our report will be addressed to management and those charged with governance of Calaveras Public Utility District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Calaveras Public Utility District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Larry Bain, CPA
An Accounting Corporation

RESPONSE:

This letter correctly sets forth the understanding of Calaveras Public Utility District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CALAVERAS PUBLIC UTILITY DISTRICT

MEMORANDUM

TO: The Board of Directors
FROM: Matt Ospital, District Engineer *MSO*
RE: Clearwell Tank Project Phase 2
DATE: August 22, 2023

Recommendation:

This memorandum certifies that all work required for the "The Clearwell Tank Phase II Site Improvement Project" as set forth in the Notice to Contractors dated July 2, 2021, was completed by Farr Construction Corp. on April 28, 2023, in substantial compliance with the plans and specifications.

Table 1 below is a breakout of the total contract price for Farr Construction Corp.:

Table 1: Farr Construction Corporation – Clearwell Phase 2	
Original Contract Price	\$ 2,018,680.00
Change Order #1 – RRF Pump Station Electrical Relocation	\$ 20,950.00
Change Order #2 – Post Clearwell Meter Set	\$ 39,000.00
Change Order #3 – Final (Quantity Adjustments)	\$ - 19,785.12
TOTAL	\$ 2,058,844.88

It is hereby recommended that the Board of Directors, by resolution, accept the work as complete and authorize filing of the Notice of Completion.

After receipt of the maintenance bond, retention of \$102,942.24 may be released.

When Recorded Return To:

Calaveras Public Utility District
P.O. Box 666
San Andreas, CA 95249

**NOTICE OF COMPLETION
CALAVERAS PUBLIC UTILITY DISTRICT**

NOTICE IS HEREBY GIVEN of the completion of a Work of Improvement as follows:

Date of Completion: April 28, 2023.

Name and Address of the Owner: Calaveras Public Utility District (CPUD), P.O. Box 666, San Andreas, California 95249.

Nature of the Interest or Estate of the Owner: Owner in fee simple.

Description of the Site: The work is located at the Jeff Davis Water Treatment Plant (1601 W. Forty Road, Mokelumne Hill, CA 95245).

Name and Address of the Contractor for the above Work of Improvement: Farr Construction Corp. DBA Resource Development Company, 1050 Linda Way, Sparks, NV 89431.

General Statement of Kind of Work Done or Materials Furnished: Construction of a new welded steel 500,000-gallon potable water tank, miscellaneous piping, and electrical work.

CALAVERAS PUBLIC UTILITY DISTRICT – OWNER

By _____
Richard Blood, Board Chair
Board of Directors

Richard Blood declares:

I, the undersigned, declare that I am the Board Chair of the Board of Directors of the Calaveras Public Utility District, and that I have read the foregoing Notice and know its contents, and that the same is true to the best of my knowledge and belief. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed at San Andreas, California on the ____th day of September 2023.

Richard Blood, Board Chair
Calaveras Public Utility District

RESOLUTION NO. 2023-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT ACCEPTING THE WORK ON THE CLEARWELL TANK PHASE II SITE IMPROVEMENT PROJECT

WHEREAS, the District Engineer has certified all work on the "Clearwell Tank Phase II Site Improvement Project" was substantially complete on April 18, 2023, in accordance with the approved project plans and specifications.

NOW THEREFORE BE IT RESOLVED that the work completed by Farr Construction Corp. DBA Resource Development Company on the "Clearwell Tank Phase II Site Improvement Project" has been completed satisfactorily and is hereby accepted.

BE IT FURTHER RESOLVED that the Board Chair is authorized to execute the Notice of Completion and cause it to be filed with the Calaveras County Recorder.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 19th day of September 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Richard Blood, President, Board of Directors

Attest:

Carissa Bear, Secretary/Clerk of the Board

I hereby certify that the foregoing is a true and correct copy of a resolution passed by the Board of Directors of Calaveras Public Utility District.

Carissa Bear, Secretary/Clerk of the Board
Date

Date

CALAVERAS PUBLIC UTILITY DISTRICT POLICIES

Policy Name:	4130 – DIRECTOR COMPENSATION, BENEFITS AND REIMBURSEMENT OF EXPENSES		
Approval Authority:	CPUD BOARD OF DIRECTORS	Adopted:	
Resolution No.	Resolution No. 2023-15	Revised:	

4130.1 Purpose of the Policy

This document sets forth the policy of the Calaveras Public Utility District concerning Directors’ compensation, benefits and the payment of actual and necessary expenses incurred in the performance of official duties and is intended to comply with the requirements of Government Code sections 53201 *et seq.*; 53232 through 53232.4; and California Public Utilities Code Section 16002.

4130.2 Directors’ Compensation

Each member of the Board of Directors of the District will be entitled to receive \$100 per day for each day’s attendance at meetings of the Board, or for each day’s service rendered as a member of the Board by request of the Board, in accordance with Public Utilities Code section 16002(b). Internal Revenue Code section 3401(c) requires Directors of the District to be considered employees for income reporting purposes. A Director must complete form W-4 and are encouraged to sign up for direct deposit. A Director may choose to voluntarily serve on the board and receive no compensation for meeting attendance (Directors who voluntarily serve will still be eligible for health and welfare benefits and for expenses eligible for reimbursements).

4130.3 Types of Service for Which Compensation Will Be Provided

Applicable law (Public Utilities Code section 16002 and Government Code section 53232.1) permits the District to compensate Directors for each day’s attendance at meetings of the Board, or for each day’s service rendered as a Director, subject to a written policy adopted in a public meeting. A Director can be compensated for up to 10 days per calendar month of service in accordance with the Board’s adoption of Resolution No. 2021-13 The District encourages Directors to take advantage of opportunities to be informed concerning matters of interest to the District, and to inform others of the activities and interests of the District. The General Manager or his or her designee will provide to the Board monthly a list of meetings attended by each Director for which the Director has been compensated under this policy. Directors will be compensated (for up to 10 days per calendar month, \$4800 per year) for attending the following types of meetings:

(A) A meeting conducted pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

(B) Representation of the District at a public event, if that representation has been previously approved at a meeting of the Board and the member delivers a written report regarding the member's representation to the Board at the board meeting immediately following the public event.

(C) Representation of the District at a public meeting or a public hearing conducted by another public agency, if that representation has been previously approved at a meeting of the Board and the member delivers a report regarding the member's representation to the Board at the board meeting immediately following the public meeting or public hearing.

(D) Representation of the District at a meeting of a public benefit nonprofit corporation on whose Board the District has membership if that representation has been previously approved at a meeting of the District's Board and the member delivers a written report regarding the member's representation to the Board at the Board meeting immediately following the corporation's meeting.

(E) Participation in a training program on a topic that is directly related to the District if that representation has been previously approved at a meeting of the Board and the member delivers a written report regarding the member's participation to the Board at the Board meeting immediately following the training program.

(F) Committee meetings of the Board, attended as a member of the committee;

(G) Other meetings necessary for the disposition of duties assigned to a Board committee, attended by a member of the committee;

(H) Meetings, water industry events or office visits of a substantial duration concerning substantive District business as requested and approved for payment by the General Manager or the Board President; and

(I) In connection with business, educational and ceremonial meetings, functions, and conferences for which the District has prepaid for a Director's attendance, the Director shall attend such events. If the Director is unable to attend the pre-paid event, the Director shall immediately notify the District. If the District cannot obtain a refund of fees paid, then the District shall bill the Director for reimbursement for all amounts paid, unless the Director's failure to attend the event arises from circumstances beyond the control of the Director.

4130.4 Health and Welfare Benefits

The District is authorized under California Government Code section 53200 *et seq.* to provide health and welfare benefits to its employees, retired employees, and current

Directors of the District. Under this policy, each active Director is entitled to receive Dental and Vision Insurance through the Association of California Water Agencies Joint Power Insurance Authority (ACWA JPIA). The benefit is for the Director plus eligible dependents.

4130.5 Reimbursement of Directors' Expenses

Policy and General Rules

The District encourages Directors to attend conferences, seminars and other meetings that require their participation or provide an opportunity to be informed concerning matters of interest to the District. Each Director is entitled to reimbursement for the reasonable and prudent expenditures (i.e., registration fees, travel, meals, lodging, and other actual and necessary expenses) incurred in the performance of his or her official duties. When a Director pre-pays expenses (e.g., registration, airfare, hotel), the Director may submit such items for expense reimbursement prior to the meeting occurrence.

A Director may use his or her personal funds for meeting registration. The District will reimburse the Director for the actual amount of the registration, if properly reported and documented in accordance with this policy.

The District's annual budget will set an appropriate level of funding for payment of Directors' expenses.

Any exceptions for expenses that do not come within the District's expense reimbursement policy must be approved by the Board in a public meeting in advance of the time when the expense will be incurred. (Government Code, §53232.2, subd. (f).) Any question concerning the propriety of a particular expense should be resolved by the Board before the expense is incurred.

4130.6 Reimbursable Expenses

Directors' direct expenses for attendance at meetings and events authorized by this policy, including registration fees, reasonable travel, lodging, and meal costs, and other actual necessary expenses, will be paid by the District in accordance with the guidelines and per diem rates for an accountable expense reimbursement plan as defined in the United States Internal Revenue Service's Publication 463 ("Travel, Entertainment, Gift and Car Expenses") and Publication 1542 ("Per Diem Rates (For Travel Within the Continental United States)") (collectively, the "IRS Publications"), as such may be amended from time to time.

The following expenses are authorized business-related expenditures:

- a. **Personal Vehicle Mileage.** A Director will be reimbursed for actual vehicle travel miles at the rate authorized under the IRS Publications for all meetings attended and services provided. A Director will be considered to have accounted for personal vehicle expenses by indicating the actual miles traveled, the business purpose of the travel, and the date of travel on the approved District expense reimbursement form and submitted. The District will not reimburse Directors for any other personal vehicle expenses.
- b. **Hotel Expenses.** A Director will be reimbursed for reasonable lodging expenses incurred in accordance with this Policy when a Director attends conferences, seminars, or meetings, if the Director stays at the hotel or other lodging listed in the event's registration materials at the group rate obtained for the event. If a Director travels on District business for which no hotel is designated or is unable to book lodging at a specified conference rate, he or she may either (a) be reimbursed at the per diem hotel rate provided in the IRS Publications for the city in which the hotel is located; or (b) use the Director's personal funds to pay for hotel charges, in which case the District will reimburse the Director for actual charges, but only up to three times the maximum per diem hotel rate provided for in the IRS Publications for the event location.
- c. **Meals.** A Director may be reimbursed for the cost of meals while attending authorized conferences, seminars, or meetings away from the District based on the per meal rate provided for in the IRS Publications. A Director may either (a) report meals at the IRS per diem rate or (b) use the Director's personal funds to pay for meals, in which case the District will reimburse the Director for actual charges, but only up to three times the maximum per diem meal rates provided for in the IRS Publications. If a Director is not traveling for a full day, defined as from 12:01 a.m. to 12:00 Midnight, the per diem meal/incidental allowance will be prorated according to the actual hours of travel unless a Director uses his or her personal funds to pay for meals, in which case the District will reimburse the Director for actual charges for meals incurred while traveling, but only up to three times the maximum meal rate provided for in the IRS Publications. If the District prepays the cost of one or more meals with a meeting, function or conference registration, a Director must attend the prepaid meals. If a Director fails to attend a pre-paid meal, a Director may not submit a claim for reimbursement for an alternative meal taken in lieu of the pre-paid meal.
- d. **Incidental Allowance.** Tips for meals will be reimbursed up to a maximum of 15% of the cost of the reimbursable portion of any meal in accordance with the tip shown on the receipt attached to an expense reporting form. The District will reimburse the Director for tips given to transportation drivers, baggage porters, bellhops and hotel housekeepers that are reasonable and customary for the area. A Director may be reimbursed for toll charges and parking fees up to the actual amount expended.

- e. Common Carrier Travel. When personal vehicle use for District business is impractical due to time and/or distance, a Director may use regularly scheduled commercial carriers for travel. Consistent with scheduling needs and the most-direct route, a Director traveling by plane, train, rental vehicle, bus, or taxi will travel at the least-expensive fare available for the date and time of the travel. When possible, travel should be planned to permit use to use advanced fares. Long-term parking must be used at airports for travel exceeding 24 hours. The District will reimburse the Director for the actual amount of the fare and related, necessary expenses (e.g., baggage fees), if properly reported in accordance with this policy.
- f. Telephone/Fax/Cellular/Internet. A Director will be reimbursed for actual telephone, fax and reasonable internet expenses incurred for District business. Telephone bills should identify which calls were made for District business. For cellular calls when the Director has a particular number of minutes included in the Director's plan, the Director can identify the percentage of calls made for District business.

4130.7 Types of Expenses for Which Reimbursement Will Not be Provided.

Director expenses that are not deemed to be reimbursable business expenses may include, but are not limited to:

- a. Barber and/or beauty shop charges;
- b. Fines for traffic or parking violations;
- c. Expenses of any person accompanying a Director on a District-approved trip or event;
- d. Personal telephone calls;
- e. Fitness/Health Facility or Massages;
- f. Alcoholic beverages;
- g. Entertainment expenses (movies, sporting events, etc.);
- h. Non-Mileage vehicle expenses; and
- i. Charitable contributions

4130.8 Expense Reporting Procedures

To be reimbursed for any expense authorized under this Policy, within 60 days of incurring the expense, a Director must fill out and sign a District-provided expense report form. The expense report form is designed to ensure that Directors' expense reimbursements comply with the requirements of Government Code section 53232.3 and the IRS Publications. Accordingly, the General Manager will review each expense report form, and sign it to indicate compliance with the requirements of this policy. In all cases when a Director seeks reimbursement for expenses incurred while attending a conference, seminar or other meeting, a copy of the conference registration form must either be attached to his or her expense report or on file at the District (e.g. copy attached to check request or purchasing card paperwork). In addition, a Director will

be required to attach the following documentation to his or her expense reimbursement report as a condition of receiving reimbursement for an appropriately-incurred business expense:

- a. **Personal Vehicle Mileage.** To verify mileage, the General Manager or designee will document personal vehicle mileage, using tools such as Google or MapQuest, which will be attached to the Director's expense report.
- b. **Lodging Expenses.** If a Director wishes to be reimbursed for lodging expenses, he or she must attach to the expense report an itemized bill issued by the hotel and a copy of the credit card receipt or other proof of the Director's payment. Except when attending a conference, seminar or other meeting and using the available group rate booked for the event, the District will reimburse a Director only for the actual amount of the hotel expenses incurred up to a maximum amount equal to three times the applicable per diem rate shown in the IRS Publications.
- c. **Meal Expenses.** If a Director wishes to be reimbursed for meal expenses at the IRS per diem rate, he or she may fill out the expense report form and claim the expense without further documentation. If a Director pays for meals with his or her own funds, he or she must attach to the expense report an itemized bill, copy of a credit card receipt or other proof of the Director's payment. In such cases, the District will reimburse a Director only for the actual amount of the meal expense incurred up to a maximum amount of three times the applicable per diem rate shown in the IRS Publications.
- d. **Common Carrier Travel.** A Director must attach to his or her expense report the fare, coupon, or itemized bill from a travel agency, airline, rental vehicle, bus, or train showing the actual amount expended for such travel. A boarding pass, conference badge, business receipt from the destination or other documentation indicating the travel occurred must be attached to the Director's expense report.
- e. **Incidental Expenses.** Whenever possible, a Director should obtain a receipt for incidental expenses such as tolls and parking fees. For incidental expenses where no receipt is available, such as tips and parking meter costs, a reimbursement request for such expenses may be claimed on the District approved expense report. Certification that such expenses were related to District business, reasonable, appropriate, and actually incurred by the Director is made when signing the District approved expense report form.

In all cases, the Director will remain responsible for filing an expense report and attaching the appropriate documentation obtained by the Director in conformance with paragraphs a. through e. above. Flat-rate advances or payments of expenses are prohibited under Government Code section 53232.2, except for per diem payments authorized in accordance with the IRS Publications.

A Director must substantiate all expenses on an expense report with the appropriate documentation attached within 60 days of incurring or paying the expense. An expense report submitted after the 60 days will only be paid if approved by the Board at a regular meeting. Any mis- or late-reported expenses incurred by a Director will not meet the requirements of the IRS Publications and will be considered income to the affected Director. To comply with the applicable tax laws, the District will issue to a Director a Form W-2 including all mis- or late-reported expenses as income.

4130.9 Disclosure

To comply with reporting requirements of Government Code section 53232.3, the District will prepare a list of the meetings attended by each Director for which the District provided compensation, and a list of the amount and purpose of each expense reimbursement paid by the District to each Director. This information will be included with the agenda materials for each regular monthly Board of Directors meeting. At the next regular Board meeting, Directors also must provide either an oral or written report of meetings and other authorized events attended for which they were compensated by the District. If multiple officials attended the same event, a joint report may be made.

All expenses are subject to verification that they comply with this Policy. Directors should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All District expenditures are public records subject to disclosure under the Public Records Act, except that the District will ensure that no Director personal information, such as credit card numbers and home addresses, is provided to the public in the event of a request for such records.

4130.10 Penalties

Government Code Section 53232.4 defines the penalties for falsifying or misusing public funds. The penalties include: (1) loss of the violator's reimbursement privileges; (2) restitution of misused District funds; (3) civil penalties of up to \$1,000 per day for each day of violation and three times the value of the public resources misused; and (4) criminal prosecution and lifetime bar from holding public office. The Board will report any violation of this Policy to the appropriate authorities.

4130.11 Payment of Compensation and Expenses

All reimbursable expenses as outlined in this policy will be paid within the next payroll cycle upon receipt of a completed expense reporting form approved by the General Manager or designee.

4130.12 Policy Review

This Policy shall be reviewed at least biennially.

RESOLUTION 2023-15

RESOLUTION ADOPTING BOARD POLICY 4130 REGARDING DIRECTOR COMPENSATION, BENEFITS AND EXPENSE REIMBURSEMENT

WHEREAS, the Board of Directors of the Calaveras Public Utility District, a public agency formed and existing under the California Public Utility District Act, Public Utilities Code Section 15501, *et seq.*, is responsible for the governance of the District pursuant to its statutory authorization; and

WHEREAS, the Board of Directors is statutorily authorized to adopt District ordinances, resolutions, policies and procedures to ensure the proper and orderly function of the District, its services and operations in providing a safe and reliable drinking water supply to its residents; and

WHEREAS, the Board of Directors of the Calaveras Public Utility District has determined to update and revise District policies pertaining to the proper governance, function and operation of the District; and

WHEREAS, the Board of Directors finds that it is in the best interests of the District and the public to update District policies from time to time to bring them into compliance with existing law and best practices, and to promote public participation, transparency and consistency; and

WHEREAS, in light of the substantial time commitment required to serve on the Board of Directors, and the legal and fiduciary responsibilities attendant thereto in the performance of their obligations to the District and its ratepayers, the Board of Directors finds that it is in the best interests of the District to adopt the attached Policy 4130 regarding Director Compensation, Benefits and Expense Reimbursement, in order to update Director compensation, provide for Director participation in District employee health benefits and to establish procedures for the reimbursement of expenses incurred in connection with District business in accordance with applicable state law;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Calaveras Public Utility District as follows:

1. That the attached Policy 4130, **Director Compensation, Benefits and Expense Reimbursement Policy**, is hereby adopted by the Board of Directors; and
2. That the aforesaid Policy 4130 hereby amends, restates and supersedes any and all prior and currently existing policies of this District pertaining to the subject matter set forth therein; and
3. That unless otherwise amended, restated or superseded herein, all other District policies and procedures presently in existence shall remain unaltered and shall continue in full force and effect.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 19th day of September 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Richard Blood, President, Board of Directors

Attest:

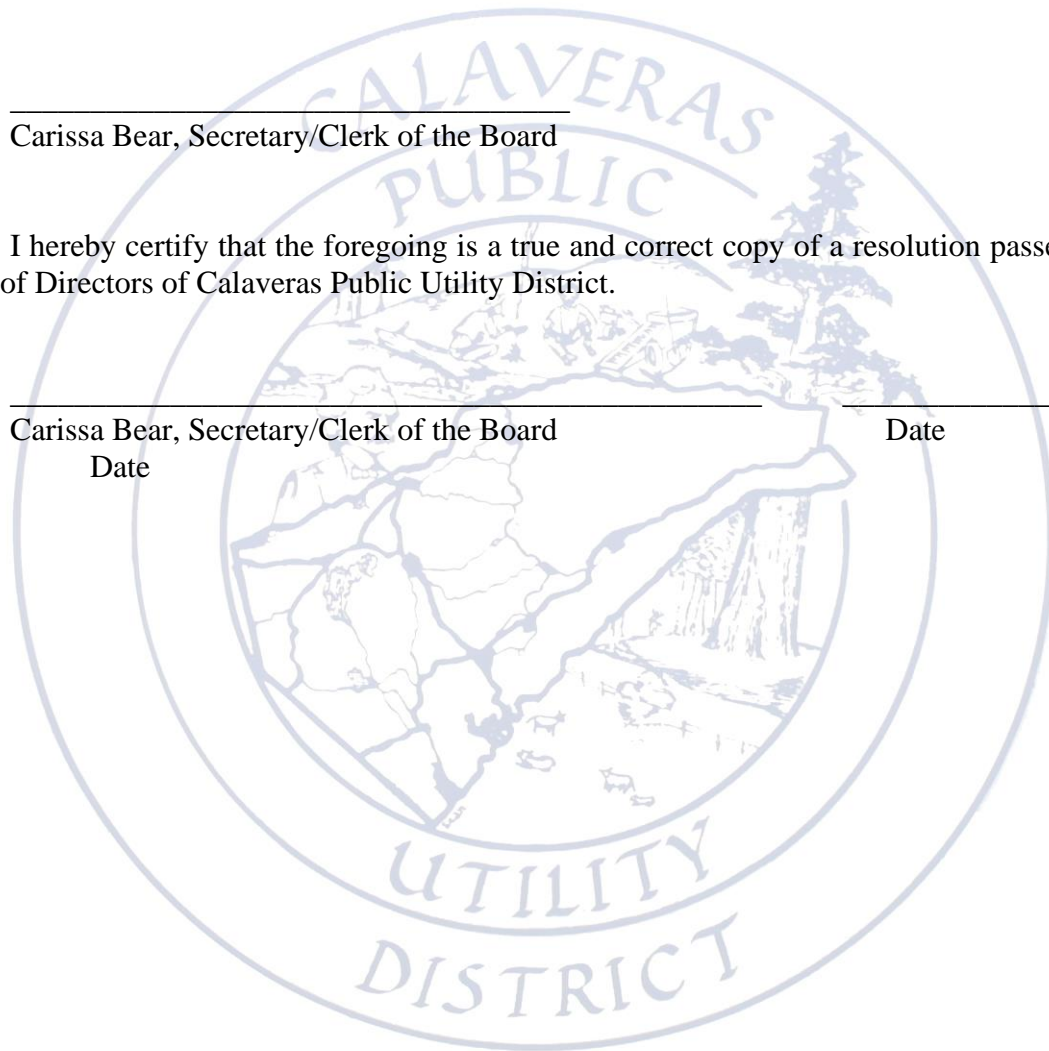
Carissa Bear, Secretary/Clerk of the Board

I hereby certify that the foregoing is a true and correct copy of a resolution passed by the Board of Directors of Calaveras Public Utility District.

Carissa Bear, Secretary/Clerk of the Board

Date

Date



CALAVERAS PUBLIC UTILITY DISTRICT

Memorandum

September 19, 2023

TO: CALAVERAS PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS

FROM: TRAVIS SMALL, GENERAL MANAGER

SUBJECT: Categorical Budget Amendment: Fiscal Year End 2023 Budget

BACKGROUND:

The Calaveras Public Utility District adopted a budget for the Fiscal Year Ending June 30, 2023 that had the following Categorical Expenses:

Salaries - \$952,000

Benefits - \$839,547

Conferences - \$35,952

Administration - \$297,114

Operations - \$313,311

Outside Services - \$206,051

Equipment Rent, Taxes, and Utilities - \$250,817

The District stayed underneath the budgeted amounts in every category except for Equipment Rent, Taxes, and Utilities and ended up expending \$283,873 which is \$33,056 over the categorical budget. To bring balance to this fund, a budget amendment of \$33,056 will need to be applied to both Salaries (reduction) and Equipment Rent, Taxes, and Utilities (increase). The Amendment will also enable staff to close out the Fiscal Year Ending June 30, 2023 budget for preparation of the fiscal year audit.

Recommendation:

Approve Budget Amendment and accept year end budget review.

Respectfully Submitted,

Travis Small

General Manager

Calaveras Public Utility District
Income and Expenses by Category w/ Debt Service Ratio
Actual Fiscal Year Ending June 30, 2023

	<u>Division</u>	<u>Actual FY 22- 23</u>	<u>Budgeted FY 2022-23</u>	
Income		\$ 3,028,840	\$ 2,736,045	111%
Rate Stabilization		\$ -	\$ 338,636	0%
Total Income		<u>\$ 3,028,840</u>	<u>\$ 3,074,681</u>	99%
 Expense Categories				
	<u>Division</u>			
Salaries	100	\$ 785,413	\$ 918,944	85%
Benefits	200	\$ 783,536	\$ 839,547	93%
Conferences, Meetings and Training	300	\$ 17,071	\$ 35,952	47%
Administration Expenses	400	\$ 289,436	\$ 297,114	97%
Operations Expense	500	\$ 308,540	\$ 313,311	98%
Outside Services	600	\$ 194,974	\$ 206,051	95%
Equipment Rent, Taxes, and Utilities	700	\$ 283,842	\$ 283,873	100%
Total Expenses		<u>\$ 2,662,812</u>	<u>\$ 2,894,792</u>	92%
Net Operating Income		<u>\$ 366,027</u>	<u>\$ 179,889</u>	
Capital Projects	800	\$ 1,887,815	\$ 2,913,729	65%
Debt Payments	900	\$ 132,964	\$ 132,964	100%
Total Capital + Debt		\$ 2,020,779	\$ 3,046,693	66%
<u>Debt Ratio (NI/DP)</u>				
Net Operating Income (NI)		\$ 366,027	\$ 179,889	
Debt Payments (DP)		\$ 132,964	\$ 132,964	
Debt Ratio		<u>2.75</u>	<u>1.35</u>	

* Cash Basis

Calaveras Public Utility District
Salaries and Benefit Expenditure Account Detail
Actual Fiscal Year Ending June 30, 2023

Salaries	Division	100	\$ 785,413	\$ 918,944	85%
Benefits	Division	200	\$ 783,536	\$ 839,547	93%
	Total		\$ 1,568,949	\$ 1,758,491	89%

Division	GL	Description	Actual Expense	Budget FY22-23	Ammendments
100	5100	Executive Salary	\$ 113,681	\$ 135,000	
100	5110	Administration Salaries	\$ 151,310	\$ 189,944	-\$33,056.00
100	5120	Operations Salaries	\$ 439,643	\$ 545,000	(-\$73,000) 472,000
100	5130	Overtime Compensation	\$ 60,381	\$ 24,182	+\$37,000) \$61,182
100	5140	On Call Pay	\$ 20,398	\$ 24,818	
100	5150	Holiday Pay	\$ 40,836	\$ 5,292	+\$36,000) \$41,292
100	5160	Vacation Pay	\$ 31,177	\$ 35,277	
100	5170	Sick Pay	\$ 25,178	\$ 42,332	
200	5200	Medical Benefits	\$ 359,879	\$ 282,856	+\$78,000) \$260,856
200	5205	Executive Car Allowance	\$ 2,700	\$ 3,600	
200	5210	Medical Benefits - Retiree (Pay as you Go)	\$ 64,598	\$ 108,000	(-\$40,000) \$68,000
200	5220	Dental/Vision/ Life Insurance	\$ 20,594	\$ 29,150	
200	5230	Retirement Benefits - Calpers	\$ 261,904	\$ 202,236	+\$60,000) \$262,236
200	5240	Other Post Employment Benefits (OPEB)	\$ -		
200	5250	Medical Tax, Social Security and SUI	\$ 59,993	\$ 143,254	(-\$80,000) \$63,254
200	5260	Worker's Compensation Insurance	\$ 11,898	\$ 68,750	(-\$30,000) \$38,750
200	5270	Education Assistance	\$ -	\$ -	
200	5280	Employee Overtime Meals	305.78	\$ 1,200	
200	5290	Employee Recognition	1,664.06	\$ 500	+\$2,000) \$2,500
		Salaries	\$ 882,604	\$ 1,001,844	88%
		Salaries (Reduced Sick, Holiday and Vacation)	\$ 785,413	\$ 918,944	85%
		Benefits	\$ 783,536	\$ 839,547	93%

Notes: Budget Amendments in Salaries and Benefits did not impact the Division/Categorical amounts.
 Budeget Amendment: Lower Categorical Expense of Salaries by \$33,056 to Transfer to Equipment Rent

**Calaveras Public Utility District
 Conferences, Meetings, and Training
 Expenditure Accounts Detail
 Actual Fiscal Year Ending June 30, 2023**

			Actual	Budget	
Conferences, Meetings and Training	Division		300 \$ 17,071	\$ 35,952	47%

Division	GL	Description	Actual Expense	Budget FY22- 23
300	5310	Board Meetings - Director Fees	\$ 5,600	\$ 8,925
300	5315	Seminars & Conferences - Board	\$ 1,388	\$ 5,250
300	5320	Seminars & Conferences - Staff	\$ 6,312	\$ 8,400
300	5325	Mileage Reimbursement, Parking, Tolls	\$ -	\$ 1,470
300	5330	Auto Rental	\$ -	\$ 2,100
300	5335	Training	\$ 3,771	\$ 9,807

Notes: No Ammendments to Budget in Dvision 300

**Calaveras Public Utility District
Administration Expense Accounts Detail
Actual Fiscal Year Ending June 30, 2023**

			Actual	Budget	
Administration Expenses	Division	400	\$ 289,436	\$ 297,114	97%

Division	GL	Description	Actual Expense	Budget FY22-23	Budget Ammendments
400	5415	Advertising	\$ 2,958	\$ 4,000	(\$-1,002) \$2,998
400	5420	Association Dues	\$ 31,346	\$ 64,777	(-\$32,000) \$32,777
400	5425	Insurance	\$ 64,453	\$ 20,269	(+\$45,000) \$65,269
400	5430	License, Certifications, Fees	\$ 1,085	\$ 12,968	(-\$11,000) \$1,968
		Repairs & Maintenance -			
400	5436	Computers	\$ -	\$ 5,000	(-\$5,000) \$0
		Repairs & Maintenance -			
400	5437	Office	\$ 2,254	\$ 7,500	(-\$5,000) \$2,500
400	5440	Election Costs	\$ -	\$ -	
400	5460	Permits	\$ 79,873	\$ 68,355	(+12,000) \$80,355
400	5461	Regulatory Fees	\$ 471	\$ -	(+1,000) \$1,000
400	5462	Postage	\$ 15,864	\$ 16,475	
400	5464	Printing	\$ 5,657	\$ 7,823	(-2,060) \$5,763
400	5470	Software Programs & Updates	\$ 24,886	\$ 28,553	(-3,000) \$25,553
400	5475	Office Supplies	\$ 19,107	\$ 43,021	(-23,000) \$20,021
400	5480	Telephone	\$ 38,324	\$ 16,275	(+27,000) \$39,275
		Water Conservation/CC			
400	5495	Report Materials	\$ 3,159	\$ 2,100	(+1,060) \$3,160

Notes: Budget Ammendments did not change the Division/Categorical Ammount.

**Calaveras Public Utility District
Operations Expenditure Account Detail
Actual Fiscal Year Ending June 30, 2023**

			Actual	Budget	
Operations					
Expense	Division	500	\$ 308,540	\$ 313,311	98%

Division	GL	Description	Actual Expense	Budget FY22-23	Adjustments
500	5520	Water Supply	\$ -	\$ -	
500	5532	Repairs & Maintenance - Automotive	\$ 19,176	\$ 19,176	\$ 10,419
500	5533	Repairs & Maintenance -Dams and Hydros	\$ 5,972	\$ 5,972	\$ (4,528)
500	5534	Repairs & Maintenance -Pumping	\$ 3,313	\$ 3,315	\$ (885)
500	5535	Repairs & Maintenance -Treatment	\$ 6,709	\$ 6,800	\$ (5,275)
500	5536	Repairs & Maintenance -T&D	\$ 32,783	\$ 33,000	\$ (45,250)
500	5540	Fuel	\$ 41,611	\$ 41,700	\$ 7,200
500	5545	Materials and Supplies-Pumping	\$ 1,844	\$ 1,844	\$ (2,724)
500	5546	Materials and Supplies-Hydros	\$ 178	\$ 178	\$ (3,497)
500	5547	Materials and Supplies-Treatment	\$ 62,166	\$ 62,457	\$ 15,207
500	5548	Materials & Supplies-T&D	\$ 87,529	\$ 87,650	\$ 41,083
500	5549	Emergency Response	\$ 18,109	\$ 18,109	\$ 18,109
500	5550	Chemicals	\$ 10,405	\$ 14,175	
500	5555	Meters - Meter Repairs	\$ 1,586	\$ 1,600	\$ (29,900)
500	5566	Safety Equipment	\$ 3,528	\$ 3,600	\$ 608
500	5585	Tools	\$ 6,784	\$ 6,785	\$ 1,535
500	5590	Clothing & Boot Allowance	\$ 4,700	\$ 4,800	\$ 4,800
500	5592	CPUD- Other Clothing	\$ 2,148	\$ 2,150	\$ (2,102)

Notes: 5549 Created as a result of state of emergency declaration for January Floods, all funds in process to be reimbursed by FEMA. Original fund from 5533-5536

Notes: Budget Ammendments made to GLs did not impact the Categorical/Division budget for Operations Expenses

Calaveras Public Utility District
Outside Services Expenditure Account Detail
Actual Fiscal Year Ending June 30, 2023

			Actual	Budget	
Outside					
Services	Division	600	\$ 194,974	\$ 206,051	95%

Division	GL	Description	Actual Expense	Budget FY22-23	Adjusments
600	5605	Administration Services	\$ 40	\$ 40	\$40
600	5606	Answering Service	\$ 4,592	\$ 4,592	\$2,093
600	5610	Bank Charges	\$ 4,919	\$ 4,919	\$3,542
600	5615	Billing Services	\$ 2,089	\$ 2,089	\$865
600	5625	Water Conservation Services	\$ -	\$ -	
600	5630	Accounting Services	\$ 2,000	\$ 2,000	(\$10,750)
600	5632	IT & Computer Support	\$ 100	\$ 100	(\$2,900)
600	5635	Engineering-Non-Capital	\$ 18,188	\$ 29,266	(\$15,734)
600	5640	Special Projects	\$ -	\$ -	
600	5645	Legal Services	\$ 53,932	\$ 53,932	\$4,972
600	5647	Human Resources Consultants	\$ -	\$ -	(\$1,500)
600	5650	Financial Consultants	\$ 31,284	\$ 31,284	(\$16,146)
600	5655	Community Relations	\$ -	\$ -	(\$12,240)
600	5660	Misc. Medical	\$ -	\$ -	
600	5665	Pre-Employment	\$ 434	\$ 434	(\$766)
600	5670	Facility Maintenance	\$ 4,860	\$ 4,860	\$1,539
600	5675	Bond Administration	\$ -	\$ -	
600	5680	Security	\$ 330	\$ 330	(\$3,393)
600	5685	Lab & Sampling	\$ 7,882	\$ 7,882	(\$1,502)
600	5690	Grant Writers	\$ -	\$ -	
600	5695	Consultants-Dam	\$ 64,323	\$ 64,323	\$51,823
600	5699	Other Contracted Services		\$ -	

GL Adjustments did not change the Categorical Amount

* Cash Basis

**Calaveras Public Utility District
Capital Projects Expenditure Account Detail
Actual Fiscal Year Ending June 30, 2023**

			Actual		Budget
Capital Projects	Division	800	\$ 1,887,815	\$	2,913,729

Division	GL	Description	Actual Expense	FY Budget 22-23
800	5810	Land Purchases	\$ -	\$ -
800	5820	Easements and Water Rights	\$ -	\$ -
800	5830	Buildings	\$ 25,752	\$ 55,000
800	5840	Equipment-Capital	\$ 12,016	\$ 23,400
800	5850	Engineering-Capital	\$ 411,832	\$ 595,647
800	5860	Construction-Capital	\$ 1,438,215	\$ 2,239,682
800	5870	Materials for Capital Projects		
800	5880	District Personnel-Capital		

* Cash Basis

**Calaveras Public Utility District
 Nonoperational -Debt Expenditures Account Detail
 Actual Fiscal Year Ending June 30, 2023**

Debt	Division			Actual	Budget
		900	\$ 132,964	\$ 132,964	

Division	GL	Description	Actual Expense	FY 22-23
900	5910	Debt Service-Principal	\$ 79,678	\$ 77,001
900	5920	Debt Service-Interest	\$ 53,286	\$ 55,963
900	5930	Debt Issuance Costs	\$ -	

Debt Payments of \$132964.08/ Year for 20 years

* Cash Basis

Calaveras Public Utility District

Income with Expense Categories

Cash Basis

	<u>Division</u>	<u>Actual 23-24</u>	<u>FY 2023-24</u>
Income		\$ 619,703	\$ 3,282,200
Grants		\$ -	\$ 483,000
Loan Payment Surcharge (\$147737.87/yr)		\$ -	\$ 133,000
Rate Stabilization Reserves (To Balance Budget			
Total Income		<u>\$ 619,703</u>	<u>\$ 3,898,200</u>

Expense Categories	<u>Division</u>		Proposed FY 2023-24
Salaries	100	\$ 127,659	\$ 995,119
Benefits	200	\$ 157,511	\$ 923,591
Conferences, Meetings and Training	300	\$ 4,527	\$ 37,300
Administration Expenses	400	\$ 64,265	\$ 331,837
Operations Expense	500	\$ 30,171	\$ 332,110
Outside Services	600	\$ 17,904	\$ 439,354
Equipment Rent, Taxes, and Utilities	700	\$ 42,283	\$ 314,802
Debt Payments	900	\$ 6,183	\$ 170,064
Total Expenses		<u>\$ 450,503</u>	<u>\$ 3,544,177</u>
Net Income (Minus 800 Expenses)		<u>\$ 169,200</u>	<u>\$ 354,023</u>
Capital Outlay	800	\$ 40,162	\$ 1,074,000

Calaveras Public Utility District
Budgeted Revenue Accounts Detail
For the Fiscal Year Ending June 30, 2024
Cash Basis (July and August 2023)

Revenue	GL CODE	Actual FY 23-24	Budgeted FY 23-24
Water Sales- Res	4110	\$ 432,599	\$ 2,565,119
Water Sales - Comm	4112	\$ 142,230	\$ 470,151
Water Sales - AG	4170	\$ -	\$ 6,776
Water Sales - MISC	4180	\$ 6,118	\$ 60,154
Pipeline Hydro	4200	\$ 6,572	\$ 57,000
Schaads Hydro	4210	\$ 24,870	\$ 45,000
RRF -Surcharge	4211	\$ -	
Install Fees	4230	\$ -	\$ 15,000
Turn On Fees	4231	\$ -	
Connection Fees	4232	\$ -	\$ 35,000
Cell Site Leases	4240	\$ 5,375	\$ 29,000
Investment Interest	4800	\$ -	\$ 2,500
LAIF Interest	4923	\$ -	\$ 4,500
County Taxes	4932	\$ -	\$ 120,000
MHSD Revenue	4975	\$ 1,940	
Grant Revenue	4994	\$ -	\$ 483,000
MISC Revenue	4995	\$ -	
Work Done for Others	4996	\$ -	\$ 5,000
Total Income		\$ 619,703	\$ 3,898,200

Calaveras Public Utility District
Salaries and Benefit Expenditure Account Detail
For the Fiscal Year Ending June 30, 2024
Cash Basis

Salaries	Division	100	\$	127,659.07	\$	995,118.69
Benefits	Division	200	\$	157,510.67	\$	923,591.50

Division	GL	Description	Actual FY 23-24	Budget FY 23-24
100	5100	Executive Salary	\$ 21,548.09	\$ 135,000.00
100	5110	Administration Salaries	\$ 29,905.27	\$ 233,035.00
100	5120	Operations Salaries	\$ 88,320.45	\$ 569,525.00
100	5130	Overtime Compensation	\$ 5,299.67	\$ 31,500.00
100	5140	On Call Pay	\$ 5,243.16	\$ 26,058.69
100	5150	Holiday Pay	\$ 3,443.49	\$ 50,566.00
100	5160	Vacation Pay	\$ 11,627.51	\$ 37,040.64
100	5170	Sick Pay	\$ 7,586.57	\$ 44,448.77
200	5200	Medical Benefits	\$ 70,689.22	\$ 345,000.00
200	5205	Executive Car Allowance	\$ 600.00	\$ 3,600.00
200	5210	Medical Benefits - Retiree (Pay as you Go)	\$ 2,988.93	\$ 108,000.00
200	5220	Dental/Vision/ Life Insurance	\$ 76.79	\$ 30,899.00
200	5230	Retirement Benefits - Calpers	\$ 69,243.05	\$ 212,347.91
200	5240	Other Post Employment Benefits (OPEB)	\$ -	
200	5250	Medical Tax, Social Security and SUI	\$ 13,912.68	\$ 149,700.84
200	5260	Worker's Compensation Insurance	\$ -	\$ 71,843.75
200	5270	Education Assistance	\$ -	
200	5280	Employee Overtime Meals	\$ -	\$ 1,200.00
200	5290	Employee Recognition	\$ -	\$ 1,000.00
		Salaries	\$ 150,316.64	\$ 1,127,174.10
		Salaries (Reduced Sick, Holiday and Vacation)	\$ 127,659.07	\$ 995,118.69
		Benefits	\$ 157,510.67	\$ 923,591.50

**Calaveras Public Utility District
 Conferences, Meetings, and Training
 Expenditure Accounts Detail
 For the Fiscal Year Ending June 30, 2024
 Cash Basis**

Conferences, Meetings and Training	Division	300	\$ 4,527.43	\$ 37,300.00
---------------------------------------	----------	-----	-------------	--------------

Division	GL	Description	Actual FY 23- 24	Budget FY 23-24
300	5310	Board Meetings - Director Fees	\$ 600.00	\$ 9,000.00
300	5315	Seminars & Conferences - Board	\$ 102.91	\$ 5,000.00
300	5320	Seminars & Conferences - Staff	\$ 1,715.00	\$ 6,200.00
		Mileage Reimbursement, Parking, Tolls, Conference or Training Meals		
300	5325		\$ -	\$ 1,500.00
300	5330	Auto Rental	\$ -	\$ 1,200.00
300	5335	Training	\$ 2,109.52	\$ 14,400.00

Calaveras Public Utility District
Equipment Rent, Taxes and Utilities Expenditure Account Detail
For the Fiscal Year Ending June 30, 2024
Cash Basis

Equipment Rent, Taxes, and Utilities	Division	700	\$	42,282.92	\$ 314,802.09
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Division	GL	Description	Actual FY 23-24	FY 23-24
700	5710	Occupancy (rent)	\$ -	\$ 1,200.00
700	5720	Equipment Rental	\$ -	\$ 9,056.25
700	5730	Property Taxes	\$ -	
700	5740	Electricity-Pumping	\$ 36,292.16	\$ 260,394.86
700	5741	Electricity-Hydros	\$ 2,407.69	\$ 5,173.88
700	5742	Electricity-Treatment	\$ 1,716.00	\$ 22,136.80
700	5743	Electricity-Office	\$ 510.51	\$ 5,424.59
700	5750	Natural Gas	\$ -	\$ -
700	5760	Sewer and Garbage	\$ 1,356.56	\$ 11,415.72

**Calaveras Public Utility District
 Nonoperational -Debt Expenditures Account Detail
 For the Fiscal Year Ending June 30, 2024
 Budget - Cash Basis**

Debt	Division		900	\$	6,183	\$	170,064
Division	GL	Description			Actual FY 23-24		FY 23-24
900	5910	Debt Service-Principal		\$	-	\$	77,001
900	5920	Debt Service-Interest		\$	-	\$	55,963
900	5930	Debt Issuance Costs					
900	5940	Lease Payments -JDF		\$	6,183	\$	37,100

Long-Term Debt Payments of \$132964.08/ Year for 20 years

Short Term Lease Payments of \$37100/ Year for 5 years with \$1
 buy out after 60th payment to John Deere Financial



6191 N State Hwy 161 1Suite 200
Irving, TX 75038

Phone: (713) 570-3025
Fax: (724) 416-6524
www.crowncastle.com

September 12, 2023

VIA Email

CALAVERAS PUBLIC UTILITY DISTRICT
PO BOX 666
SAN ANDREAS, CA 95249

RE: BU# 845773 – SAN ANDREAS
Site Address: END OF ANDREAS VISTA OFF MURRAY CREEK RANCH
ROAD, SAN ANDREAS, CA 95249

Dear CALAVERAS PUBLIC UTILITY DISTRICT:

In order to better serve the public and minimize the amount of towers in an area where a Lease is located, DISH Network plans to modify the equipment at the telecommunication facility. The modification will not alter the character or use of the site nor will it change the nature of Crown Castle's occupancy of the site.

The COUNTY OF CALAVERAS, CA requires Landowners Authorization for applications related to Land Use, zoning and/or building permits. Therefore, I respectfully request your notarized signature where indicated on the enclosed Property Owner Letter of Authorization (a notary Acknowledgement form is included, and a notary can be scheduled to meet with you upon request).

Thank you for your continued cooperation with Crown Castle. If you have any questions concerning this request, please feel free contact me at (713) 570-3025 or via email at Christy.McWilliams@crowncastle.com

Yours truly,

Christy McWilliams
Real Estate Specialist
(713) 570-3025
Christy.McWilliams@crowncastle.com

Property Owner Letter of Authorization

**COUNTY OF CALAVERAS, CA
891 MOUNTAIN RANCH ROAD
SAN ANDREAS, CA 95249**

Re: Zoning/ Permitting – Plan / Design Review Process

I hereby represent that I am the legal owner of the property referenced below, and I hereby give my authorization to DISH NETWORK and/or its Agent(s), to act as our Agent(s) in processing and obtaining approval for Building and/or Zoning permits through the COUNTY OF CALAVERAS, CA for the modification of the facility located at the existing wireless communications site described as:

Crown Site ID: **845773/SAN ANDREAS**
DISH NETWORK Site ID: **SCSAC03003A/**
Site Address: **END OF ANDREAS VISTA OFF MURRAY CREEK RA NCH
ROAD, SAN ANDREAS, CA 95249**
APN: **044-009-099-000**

Property Owner: CALAVERAS PUBLIC UTILITY DISTRICT

Signature: _____

Print Name: _____

Date: _____

September 12, 2023

Via EMIAL and Certified Mail, Return Receipt

CALAVERAS PUBLIC UTILITY DISTRICT
PO BOX 666
SAN ANDREAS, CA 95249

Re: CONSENT LETTER (Business Unit # 845773) That certain Option and Site Lease Agreement dated October 10, 1995 , as amended and/or assigned (the “**Lease**”), by and between Lessor and Tenant regarding a portion of that property located at End of Andreas Vista Off Murray Creek Ranch Road (“**Leased Premises**”).

To Whom it May Concern:

This binding letter agreement (“**Letter Agreement**”) sets forth the agreement between NCWPCS MPL 26-Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT , a Delaware limited liability company, its Attorney in Fact] (“**Tenant**”) and Calaveras Public Utility District (“**Lessor**”) allowing DISH Wireless L.L.C. or its affiliate (“**Customer**”) to collocate on the Leased Premises.

The parties agree as follows:

1. Lessor hereby consents to Tenant subleasing, licensing or otherwise granting a similar right of use and occupancy to a portion of the Leased Premises to Customer and for Customer to install, operate, maintain and remove communication equipment at the Leased Premises. The Lessor’s consent is effective as of the date of Lessor’s signature on this Letter Agreement.

As consideration for Landlord’s consent, Tenant agrees to pay to Lessor a monthly fee of Five Hundred and No/100 Dollars (\$500.00) (“**Collocation Consideration**”) effective on the first day of the month following the date that Customer commences construction at the Leased Premises and each subsequent payment shall be due on the first (1st) day of each month thereafter. The Collocation Consideration will terminate when the use of the Leased Premises by Customer is terminated, expires or ceases for any reason.

2. Lessor understands that Tenant is relying on Lessor’s consent and Lessor’s agreement to the amount of consideration outlined in this Letter Agreement to collocate the Customer on the Leased Premises. Lessor also acknowledges that Tenant would not otherwise sublease or license the Leased Premises to the Customer without Lessor’s agreement. Lessor represents and warrants as of the date of this Letter Agreement that Lessor is duly authorized and has the full power, right and authority to enter

into this Letter Agreement and to give its consent and waiver as provided herein. Tenant reserves all rights to itself.

3. This Letter Agreement may be executed in any number of identical counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute but one and the same instrument. Telecopied, facsimile or other form of electronic signatures may be used in place of original signatures on this Letter Agreement.

If this Letter Agreement accurately reflects the understanding regarding the Customer's use and occupancy of the Leased Premises, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

LESSOR:
CALAVERAS PUBLIC UTILITY DISTRICT
PO BOX 666
SAN ANDREAS, CA 95249

TENANT:
NCWPCS MPL 26 – Year Sites Tower Holdings
LLC, a Delaware limited liability company
By: CCATT, a Delaware limited liability
company its Attorney in Fact

By: _____ (seal)
Name: _____
Title: _____
Date: _____

By: _____ (seal)
Name: _____
Title: _____
Date: _____

Mission IT Solutions

**Managed Services
Agreement**

WELCOME LETTER

Dear *Carissa Bear*,

We're thrilled to partner with you to look after your IT!

We really don't like long and boring legal documents (who does?).

But it is important to have some things written down so that we both know what's what, who should do what and when, and what will happen in the unlikely event something goes wrong.

We try hard to not include complicated legal terms or long passages of unreadable text in our Agreement and we have no desire to trick you into signing something that we've tried to hide in legalese.

However, we do want what's best for the safety of both parties, now and in the future.

We can't wait to start working with you!

Talk soon.

Regards,

Abraham Hanes

Abraham Hanes & The Team @ Mission IT Solutions

OVERVIEW

We love simplicity – so in short;

You *Calaveras Public Utility District*,

located at *506 W St Charles St, San Andreas, CA 95249* ("You", "Yourself" or "Your")

are engaging us Mission IT Solutions

of PO Box 4432, El Dorado Hills, CA 95682 ("We", "Us" or "Our")

to provide:

The services to you as outlined in this Agreement for the pricing as outlined in our initial Proposal.

You: You have the authority to enter into this agreement on behalf of Your Business and will do everything you can to allow Us to provide Our World Class services to You.

Us: We have the experience and ability to do everything. We've agreed with You and We'll do it all in a professional and timely manner.

We'll endeavour to provide World Class support to You and on top of that We'll maintain the confidentiality of everything We come across.

Of course, it's a little more complex than that and there are a few more areas we need to cover, so let's get down to the Finer Details!

THE FINER DETAILS

OUR GENERAL TERMS AND CONDITIONS

All of the Terms in this Agreement are in addition to Our *General Terms and Conditions*, which can be found at <https://www.missionitsolutions.com/legal.pdf>

By signing this Agreement, you also agree to those *General Terms and Conditions*.

For any terms that exist in both, the terms in this Agreement will override.

COMMITMENT TERM

The minimum term that You have agreed to use Our Services is outlined in Our Proposal to you and is referred to as the Commitment Term.

The Commitment Term begins from the first day of the next month (after the date of accepting Our Proposal).

After the expiry of the Committed Term, an extension of the Term will automatically commence equal to the period of the original Committed Term, unless earlier terminated as outlined in the 'Termination' section below.

TERMINATION

You agree that if You need to Terminate this Agreement before the end of the Commitment Term, You agree to pay Us the current Agreement Fee multiplied by the number of months left in the current Commitment Term within 14 days of providing Us Notification of Termination.

Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Plan Fee used to calculate any Termination Payment will be based on the latter of the original Proposal or any updated Pricing adjustments made in writing from Us to You.

All Termination requests must be made in writing to: *Mission IT Solutions, PO Box 4432, El Dorado Hills, CA 95762*

ESCALATION

While We strive to provide You with the best possible support at all levels, We leave an open communication channel right up to "the big boss" for You in the event You ever need to Escalate an issue further

If you ever need to escalate a Service Request or Issue, you agree to use the following escalation order to ensure quickest possible resolution time.

- 1. Managing Director / CEO**

Name: Abraham Hanes

Email: abe@missionit.tech

Phone: 209-256-1889

Please note that this Escalation Point is not to be used for lodging Service Requests.

All Service Requests must be lodged through the normal methods as outlined in our General Terms and Conditions.

If You lodge a Service Request through this Escalation Channel, this will be treated as an "Emergency Upgrade" Service Request and will be charged at the "Emergency Upgrade" rate found on our Rate Schedule.

OUR RESPONSIBILITIES

OUR RESPONSE TIME GUARANTEE

We agree to respond to your Service Requests within the Maximum time frames set out in **Appendix A**.

If the response time to an incident exceeds the times set out in **Appendix A** and provided that you reported the incident to Us via the methods as set out in Our General Terms and Conditions, You may make a claim for credit within 7 days of the incident in writing to admin@missionit.tech.

If We agree Your claim is valid, You will be credited 25% of the monthly Agreement amount (this does not include any additional charges incurred in that month) of the month of the incident, to a maximum of 100% per month.

If the support request is lodged outside Our Business Hours Our Response Time Guaranteed does not apply. We will still work on your Service Request as fast as possible, however it will be on a best effort basis.

Response Times are calculated as per the Definition as outlined in **Appendix E**.

Response Times are Guaranteed maximum times to respond to a Service Request.

Response Times are not a guarantee of resolution time.

Please see **Appendix B** for a list of the types of Service Requests that our Response Time Guarantee does not apply to.

SERVICE REQUEST PRIORITIES

We classify Service Request priorities as shown in **Appendix A**.

These priorities tie directly in with Our Response Time Guarantee to provide you with information about how quickly We will respond to Your issues.

If you require a Service Request that would normally be classed as a High, Medium or Low priority to be escalated and remediated as a Critical Priority – then You can request for an “Emergency Upgrade”. Please see our Rate Schedule for more information on “Emergency Upgrades”.

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by Our responding technician.

WHAT'S COVERED

As part of this Agreement, we endeavour to include all the day to day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all the items we will cover under this Agreement in **Appendix C**.

It's important to note that anything not included in **Appendix C** is explicitly excluded from Your Agreement and will be billed at our normal rates as found on our Rate Schedule.

From time to time, we may provide support for items not explicitly included in **Appendix C** without charge – however we will do this at our sole discretion.

YOUR RESPONSIBILITIES

MINIMUM STANDARDS

There are some Hardware and Software requirements that You need to have in place in order for Us to meet Our Service obligations, these can be found here

www.missionitsolutions.com/techplatform. We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If You do not have all of these Minimum Standards in place before Your Agreement start date, we will work with you on a plan to bring your Network up to our Minimum Standards.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet Our Minimum Standards.

However, if an item requiring support does not meet our Minimum Standards, it will be at our sole discretion whether we charge You for any time incurred for supporting that Item.

APPROVED BUSINESS SOFTWARE

The list in **Appendix D** shows all of the Approved software that can be installed on any of the Computers or Devices covered by this Agreement.

This doesn't mean that all other software can't be installed – it simply means that if other software is installed, then it's up to our sole discretion whether we cover any Service Requests related any other Software under the scope of this Agreement.

If We deem any Service Requests to be Out of the scope of This Agreement, We will ask for Your approval before performing any work.

This list may change over the time we work together under this Agreement. We will email any updates to this list to Your Primary IT Contact.

LODGING OF SERVICE REQUESTS

The process for lodging Service Requests is outlined in Our General Terms and Conditions as referenced in the General Section of this Agreement.

Critical and High Priority Service Requests must be lodged via phone only otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level for these.

It's important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorised to lodge Service Requests, as all requests received by us will be chargeable and/ or allocated against this Agreement.

ACCESS REQUIREMENTS

You agree to allow Us full and free access to Your computers, associated equipment. Your premises and Your team for the purposes of providing the Services in this Agreement.

If there is anything that interferes with our access, we may in our absolute discretion charge You for any extra time incurred.

PRIMARY IT CONTACTS

You agree to nominate from Your team a Primary IT Contact and a Secondary IT Contact (who We will treat as the Primary IT Contact should the current Primary IT Contact not be available).

When issues of Critical and High Priority are happening, your Team are to channel all communication through these people during business hours.

This allows Our team to work most effectively in restoring Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Primary IT Contact is to also assist Our team to be the eyes and hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner.

You will be asked to provide the details of your nominated Primary and Secondary IT Contacts during your Onboarding process and you agree to update us if and when these Contacts change during the Term of this Agreement.

THIRD PARTY AUTHORIZATIONS

In order to be able to assist You quickly in times of need, You need to make sure We are authorized to work with all of Your external Vendors that We may require to work with to provide you Our Service.

This includes but is not limited to Your Internet Service Provider, Your Web and Domain Hosting Provider, Your Software Vendors, and Your Telephony Provider.

During your Onboarding process We will run through with You to determine all the Vendors You will need to give authorization to. You can use the template found in **Appendix F** to assist.

If We are not Authorized for a particular Vendor, We may in Our absolute discretion, charge You extra for any Time it takes us to obtain authorization for Us to deal with that Vendor on Your behalf when needed.

If You start working with any new Vendors that We will need to interact with after We start work on this Agreement, You agree to make sure that We are authorized to act on Your behalf on commencement of Your relationship with the new Vendor.

Travis Small






09/12/2023

travis.small@cpud.org

APPENDIX A

GUARANTEED RESPONSE TIMES & PRIORITY LEVELS

The following table shows the Guaranteed Response times for each priority level and provides priority level examples.

PRIORITY	EXAMPLES	GUARANTEED RESPONSE TIMES
 Critical	Your Main Server is offline and all users are unable to work.	1 Hour
	One of your Network Switches has failed and stopped half the company from working.	
	A VPN link between 2 x offices is offline causing one office to be unable to work.	
 High	Your Internet Connection is offline, users can still work locally	2 Hours
	Your industry specific software has stopped working	
	Your main Accounting Software has stopped working	
 Medium	A user's desktop won't turn on so they can't work	6 Hours
	One of the main printers is not working, but users can print to another one	
	A user is having problems connecting to the Wireless network	
 Low	Printing is slower than normal	8 Hours
	A single user is unable to scan	
	A user needs a program installed on their PC	
 No Priority	Pro-Active maintenance of systems	N/A

APPENDIX B

RESPONSE TIME GUARANTEE EXCLUSION LIST

The Response Time Guarantee does not apply to:

- ⇒ Additions, moves or changes to users, devices, configurations, or network
- ⇒ Issues lodged in any other manner than specified in this Agreement and our *General Terms and Conditions*
- ⇒ Issues lodged outside Our Business Hours
- ⇒ Items caused by Hardware or Software not meeting our Minimum Standards
- ⇒ Service Requests related to Software not on our Approved Software List (see Appendix D)
- ⇒ Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us
- ⇒ Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
- ⇒ Service Requests for issues related to user-initiated Virus and Malware Infections
- ⇒ Service Requests for Issues involving the sourcing of hardware/software
- ⇒ Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage

APPENDIX C

AGREEMENT INCLUSION LIST

DESCRIPTION	FREQUENCY	INCLUDED
→ DESKTOP, LAPTOPS AND SERVERS		
Setup New Profiles on Desktops and Laptops	As Needed	YES
Add / Edit / Delete User Accounts	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & Files)	As Needed	YES
Setup & Maintain Security Groups	As Needed	YES
Setup & Maintain Network Drives	As Needed	YES
Restore Files from Backups ⁽¹⁾	As Needed	YES
Troubleshoot Operating System Not Working	As Needed	YES
Troubleshoot Microsoft Office Not Working	As Needed	YES
Troubleshoot Anti-Virus Not Working	As Needed	YES
Reboot Servers	As Needed	YES
Troubleshoot Hardware Issues ⁽³⁾	As Needed	YES
Hard Drive Clean-up (Remove Temp & Unnecessary Files)	As Needed	YES
Warranty Claim Processing ⁽³⁾	As Needed	YES
Microsoft Patch Management (Service Packs & Updates)	Daily	YES
Update Approved 3 rd Party Applications	Daily	YES
Monitor all Critical Server and Computer Services and Fix	24x7x365	YES
Monitor Anti-Virus Running & Protection Enabled	24x7x365	YES
Monitor Anti-Virus Definitions +Updating Correctly	24x7x365	YES
Monitor Anti-Malware Running & Protection Enabled	24x7x365	YES
Monitor Anti-Malware Definitions Updating Correctly	24x7x365	YES

Monitor Hard Disk Health + Space & Defrag if Necessary	24x7x365	YES
Monitor High CPU Usage	24x7x365	YES
Monitor Security and Event Logs	24x7x365	YES
Roll out our Best Practise Security Policies	On-Going	YES
→ BACKUPS AND DISASTER RECOVERY		
Monitor Server and Computer Backups ⁽¹⁾	24x7x365	YES
Troubleshoot Server and Computer Backup Failures ⁽¹⁾	As Needed	YES
Monitor Office365 Backups ⁽¹⁾	24x7x365	YES
Troubleshoot Office365 Backup Failures ⁽¹⁾	As Needed	YES
Manual Test Restore & Report of All Approved Backups ⁽¹⁾	Monthly	YES
→ PRINTERS		
Clear & Reset Printer Queues	As Needed	YES
Troubleshoot Printer Issues	As Needed	YES
Add / Edit / Delete Printer Mapping Group Policies	As Needed	YES
Add / Edit / Delete Printer Drivers for Existing Printers	As Needed	YES
Troubleshoot Printer Hardware Issues ⁽³⁾	As Needed	YES
Warranty Claim Processing ⁽³⁾		
→ NETWORK		
Troubleshoot Internet Service Provider Issues & Outages	As Needed	YES
Troubleshoot Network Switch Issues ⁽⁵⁾	As Needed	YES
Troubleshoot Wi-Fi Access Point Issues ⁽⁶⁾	As Needed	YES
Update Wi-Fi SSID / Keys ⁽⁶⁾	As Needed	YES
Troubleshoot Router Issues ⁽⁴⁾	As Needed	YES
Troubleshoot Firewall Issues ⁽⁴⁾	As Needed	YES
Firewall Security Audit and Adjustment ⁽⁴⁾	Monthly	YES

Monitor Network Switches Operations & Availability ⁽⁵⁾	24x7x365	YES
Monitor Wi-Fi Access Points Operations & Availability ⁽⁶⁾	24x7x365	YES
Monitor Router Operations & Availability ⁽⁴⁾	24x7x365	YES
Monitor Firewall Operations & Availability ⁽⁴⁾	24x7x365	YES
Warranty Claim Processing ⁽³⁾		

→ DOMAIN NAMES

Add / Edit / Delete MX Records	As Needed	YES
Add / Edit / Delete TXT Records	As Needed	YES
Add / Edit / Delete PTR Records	As Needed	YES
Add / Edit / Delete CNAME Records	As Needed	YES
Add / Edit / Delete A Records	As Needed	YES

→ MOBILE PHONES & TABLETS

Configure Outlook or Mail App ⁽²⁾	As Needed	YES
Configure Skype or Voice App ⁽²⁾	As Needed	YES
Configure OneDrive or data storage App ⁽²⁾	As Needed	YES
Configure Teams or continuity App ⁽²⁾	As Needed	YES

→ OFFICE 365/GOOGLE WORKSPACE

Add / Edit / Delete User Accounts	As Needed	YES
Add / Edit / Delete User and Security Groups	As Needed	YES
Add / Edit / Delete Shared Mailboxes	As Needed	YES
Add / Edit / Delete Distribution Groups	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & OneDrive)	As Needed	YES
Restore Files from Backups ⁽¹⁾	As Needed	YES
Install & Connect OneDrive or data storage Desktop Client ⁽²⁾	As Needed	YES

Install & Connect Skype or voice Desktop Client ⁽²⁾	As Needed	YES
Install & Connect Teams or continuity Desktop Client ⁽²⁾	As Needed	YES

(1) Only applies when using the Backup Platforms in our Recommended Technology Platform and subscribed to our managed backup service and/or managed email backup service.

(2) This assumes that you already have the back-end systems and company-wide configurations all setup and configured for this product. If you don't, then We will discuss with You the scope of any potential Project and send You a separate Proposal for your review.

(3) As you can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that we didn't recommend, sell and install.

As such, if the Hardware we are troubleshooting was not purchased from us and/or the device is not currently covered by the Manufacturer's warranty, a care pack or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.

(4) Only applies when using the firewall hardware in our Recommended Technology Platform and when subscribed to our managed firewall/router service.

(5) Only applies when using the networking hardware in our Recommended Technology Platform and when subscribed to our managed network equipment service.

(6) Only applies when using the wifi equipment in our Recommended Technology Platform and when subscribed to our managed wifi service.

APPENDIX D

APPROVED SOFTWARE LIST

- ⇒ Microsoft Software – *Microsoft Office Suite*
- ⇒ Google *Chrome*
- ⇒ Firefox browser
- ⇒ Foxit PDF Editor
- ⇒ Adobe Acrobat
- ⇒ 7-Zip
- ⇒ Trend Micro Endpoint Protection
- ⇒ Veeam Backup and Replication
- ⇒ OpenVPN
- ⇒ Zoom
- ⇒ LastPass

APPENDIX E

DEFINITIONS & INTERPRETATIONS

"Agreement" means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in this Agreement and any corresponding Proposal;

"Plan Fee" means a quote provided to You by Us;

"Proposal" means a Quote or Proposal provided to You by Us;

"Rate Schedule" means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in Our absolute discretion;

"Recommended Technology Platform" is the list of Software and Hardware found at www.missionitsolutions.com/techplatform and updated by Us from time to time.

"Response Time" Response Time is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in our *General Terms and Conditions* and the time that We start providing Service on the Service Request. We do not count any scheduling or dispatch work when calculating Response Times.

"Services" means the provision of any services by Us including Work, advice and recommendations;

"Service Request" means any request for work that either you ask us to perform or we perform proactively on your behalf;

"Software" includes software and any installation, update, associated software and any services provided in connection with any of these things;

APPENDIX F

LETTER TO VENDORS FOR AUTHORIZATION

Copy and paste this text on to your letterhead and then modify to suit each vendor that We will need to work with while We support You.



EMAIL SCRIPT EXAMPLE

To Whom It May Concern,

This letter is to inform you that we have contracted Mission IT Solutions to manage our IT and Technology needs.

To be able to do this effectively, Mission IT Solutions needs to be able to support and manage all of our technology suppliers on our behalf.

As such, this letter authorizes anyone from the team at Mission IT Solutions to access and modify all aspects of our account and all the products and services that we have with <vendor name> effective immediately.

This authorization is valid until we give you written notice otherwise. Should you require any further details, please let us know.

Regards,

<Clients Name>

<Title>



DRAFT QUOTE

Calaveras Public Utility District

Date
Sep 6, 2023

Expiry
Oct 6, 2023

Quote Number
QU-0164

PO Box 4432
EL DORADO HILLS CA
95762

Description	Quantity	Unit Price	Tax	Amount USD
Monthly Recurring charge Mission IT Solutions retainer plus monitoring package for 3 sites (admin building, shop, water treatment). Scope: The fee that a client pays to ensure Mission IT Solution's availability to the client for the month, but not to any extent as compensation for services performed or to be performed. The client receives priority support and response time. Complete, encrypted, up to date, secure, documentation of client's IT infrastructure. FIPS 140-2 compliant remote support software licensing utilized by Mission IT Solutions to support the client remotely. IT infrastructure is 24x7 monitored. Commitment Term: 1 year Expectations: Other outsourced IT vendors will not be simultaneously retained or offered access to client's IT infrastructure without prior notice given to Mission IT Solutions.	1.00	500.00	Tax Exempt	500.00
Monthly Recurring charge Desktop support plan for 17 devices	17.00	15.00	Tax Exempt	255.00
Monthly Recurring charge Ubiquiti UDM Pro appliance security, remote access, maintenance, support, management and subscription bundle (admin building and shop)	2.00	60.00	Tax Exempt	120.00

Description	Quantity	Unit Price	Tax	Amount USD
Monthly Recurring charge Hosted dedicated unifi cloud controller + management/ maintenance/ support for 6 unifi access point	4.00	10.00	Tax Exempt	40.00
Monthly Recurring charge TrendMicro Worry Free Business security - antivirus for PCs and laptops - Management, maintenance, monitoring	17.00	7.50	Tax Exempt	127.50
Monthly Recurring charge Managed backup service for QNAP NAS server	1.00	160.00	Tax Exempt	160.00
Monthly Recurring charge Server management and maintenance, security updates, patch management, log monitoring, cache clearing (3 virtual servers - DC, quickbooks, file server)	3.00	60.00	Tax Exempt	180.00
Subtotal				1,382.50
TOTAL TAX				0.00
TOTAL USD				1,382.50

Terms

See <https://www.missionitsolutions.com/legal.pdf> for full Terms and Conditions



QUOTE

Calaveras Public Utility District

Date
Sep 6, 2023

Expiry
Oct 6, 2023

Quote Number
QU-0165

PO Box 4432
EL DORADO HILLS CA
95762

Description	Quantity	Unit Price	Tax	Amount USD
Priority 1 replacement larger capacity network switch for admin office - current 16 port switch is failing - Layer 3 smart 48 port poe+ switch plus installation and configuration	1.00	2,460.00	Tax Exempt	2,460.00
Priority 2 Migrate to M365 direct channel from Godaddy channel to get away from proprietary plans that are unable to utilize azure or microsoft admin console for integrations - godaddy m365 accounts are severely limited and cannot be properly secured - There is no equipment cost for this, just labor time and migration software licenses - migrating 20 email licenses - after migration, M365 licenses would be provided to you by Mission IT Solutions instead of godaddy	1.00	2,200.00	Tax Exempt	2,200.00
Priority 2 Firewall appliance at all 3 sites to protect networks and provide security features, DDOS protection, web filtering, Intrusion detection and prevention, state based packet inspection and blocking - equipment required: Admin building firewall (\$950), Shop firewall (\$400), water treatment firewall (\$400). Installation and configuration labor is also included in the line item price. There is also a monthly recurring cost for the firewall security packages, licenses, management, and maintenance (\$129+\$40+\$40).	1.00	2,915.00	Tax Exempt	2,915.00
			Subtotal	7,575.00
			TOTAL TAX	0.00
			TOTAL USD	7,575.00

Terms

See <https://www.missionitsolutions.com/legal.pdf> for full Terms and Conditions

mcc

MERINO COMPUTER CONCEPTS

Your IT Department. Superpowered.



Merino Computer Concepts, Inc.

Prepared for: Calaveras Public Utility

Purpose: ProCare Services Contract

Date: 9/12/23

Expiration Date of Proposal; 10/12/23



Executive Summary of Proposed Solution

Merino Computer Concepts, Inc. (MCC) is a Managed Service Security Provider provides organizations with comprehensive guidance on matters of security and compliance, 24/7 live helpdesk support, 24/7 proactive monitoring, and IT infrastructure design and deployment for both on-premise and cloud environments for over 20 years. MCC currently provides IT support and policy governance for a wide range of clients including over 50 healthcare clinics across the United States. Our staff consists of certified CISSP experts and experts in Cyber security with over 20 years' experience in IT.

Merino Computer Concepts', (MCC), primary mission is to provide certified engineers, information technology services and exceptional project management skills specifically designed to meet the needs of your organization. We accomplish this by combining the technical skills, experience, tools, methodologies, and IT acumen generally found only in large enterprises.

Merino Computer Concepts recommends that CALAVERAS PUBLIC UTILITY (the "Calaveras Public Utility") utilize our **MCC ProCare Premium** proactive program which consists of eleven major components:

1. Performance & Availability Monitoring
2. Preventative Maintenance, Patch & Anti-Virus Management
3. Security services
4. System Administration
5. Remote Support
6. Quarterly Reporting
7. Monthly Review Meetings
8. Industry-relevant IT Compliance
11. Application Support



Solution Details

Performance & Availability Monitoring

Merino Computer Concepts' proactive monitoring systems operate 24 x 7 x 365, collecting and evaluating availability and performance statistics from servers and other critical networking components such as networking gear and ISP/WAN connections. In addition to monitoring up/down status of each device, the system monitors critical applications and protocols such as email, data backup, web services, and DNS. The system also monitors performance metrics and other vital statistics such as available disk space, CPU utilization and memory utilization and allocation. Any device running Windows O/S, Linux, or is SNMP enabled can be monitored.

Preventative Maintenance, Patch & Anti-Virus Management

At the core of our ProCare program is a comprehensive monitoring and preventative maintenance program. Our model helps mitigate potential problems and enables Merino Computer Concepts to quickly remediate problems that do occur. Desktops, servers and the network are monitored 24/7 for performance, capacity and proper operation. This allows us to generate historical reports as well as evaluate current and future trends. This analysis ensures we can keep systems running with the greatest possible efficiency and productivity. Network devices are monitored for utilization and error rates, ensuring proper network performance. Patches will be applied to pc's weekly, servers and core infrastructure monthly.

Security Services

Merino Computer Concepts' security services suite is designed to minimize our customers' risks. Through tested methodologies and procedures, we can minimize threats that could expose and corrupt vital data as well as safeguard applications. Merino Computer Concepts maintains an ongoing and evolving approach to comprehensive security management for our customers. Some of the essential services include:

- Firewall and Network Perimeter Management
- Antivirus Management
- Spam & Virus Mail Filtering
- Vulnerability Scanning and Remediation
- Security Policy Creation and Implementation
- Wireless & Remote User Security Management
- Application Support



System Administration

Routine system administration tasks include adding and removing users and resetting passwords, security group and access permissions administration. Email system administration includes adding and removing user mailboxes and account settings, distribution list membership and mailbox sharing.

Remote Support

Merino Computer Concepts (MCC) has Network Operations Centers across the country with call management. MCC allows for overflow calls to be routed between NOC's to other staffed locations in the event of emergencies or weather-related issues that prevent IT staff from being able to reach local sites. The overflow is supported within our cloud-based ticketing system and allows MCC network operation centers to take over during unexpected interruptions.

Quarterly Reporting

Each quarter, the Calaveras Public Utility receives a series of reports regarding the performance and availability of all monitored systems. In addition, all work performed over the course of the quarter will be detailed. As there are numerous reports available, and because reports are highly customizable, the report package delivered each quarter will be tailored to the specific needs of the Calaveras Public Utility.

Application Support

Plans, analyzes, designs and modifies software applications, including testing, debugging and installing to support application systems. Work with vendor's support team to ensure application functions as needed. Troubleshoot errors and workflow issues with vendor support. Create knowledgebases for quick fixes and ensure proper resolution through follow-up.



MCC ProCare Premium – Detail of Proposed Services

- **Performance & Availability Monitoring**
 - Monitoring systems operate 24 X 7 X 365 - Up/Down Status of each device
 - Applications
 - Data backup
 - DNS
 - Disk space, CPU utilization, Memory utilization

- **Preventative Maintenance, Patch & Anti-Virus Management**
 - Generate historical reports
 - System analysis
 - Utilization and error rates for proper performance
 - Application of Patches to pc's – weekly
 - Application of Patches to servers and infrastructure monthly

- **Security Services**
 - Firewall and network perimeter management
 - Antivirus / EDR Management
 - Vulnerability scanning and remediation
 - Security policy creation and implementation
 - Wireless and remote user security management

- **System Administration**
 - Adding and removing users, mailboxes
 - Resetting passwords
 - Security group and access permissions
 - Distribution membership list
 - Mailbox sharing

- **Onsite/Remote Support**
 - MCC helpdesk Operations
 - Emergency contingency procedures

- **Compliance for IT**
 - Apply patches to SMTP relays, POP & DNS servers, routers and all underlying operating systems
 - Regular vulnerability assessments
 - Develop internal security policies



Proposed Devices Under Management

ProCare Premium – Proposed Services	
Feature	Description
Proactive Services, Preventative Maintenance, & Unlimited onsite and remote services for all listed locations.	<p>All Sites (2) Physical Servers (3) Virtual Machines (3) Firewalls (16) Workstations (12) Users</p> <p>Office (6) Workstations (2) Servers (1) Firewall</p> <p>Shop (2) Workstations (1) Firewall</p> <p>Water Treatment Plant (1) Workstations (1) Firewall</p> <p>Mobile Devices (7) Laptops</p>
<ul style="list-style-type: none"> • Calaveras Public Utility system 24x7X365 support • 24x7 Advanced Monitoring, Reporting • (Asset, Availability, Performance, Capacity, Health, anti-virus, • Support with immediate response via our support center. Onsite engineer to be dispatched if issue can't be resolved remotely. 24x7x365 	<p>(2) Physical Servers</p> <p>(3) Firewalls</p>



<ul style="list-style-type: none"> Advanced Monitoring, Reporting (Asset, Availability, Compliance, Anti-Virus) 	<ul style="list-style-type: none"> (16) Workstations (2) Servers (3) Firewalls
<ul style="list-style-type: none"> Anti-Virus/EDR Application Includes applicable software and licenses good for term of contract Management and Maintenance of Antivirus System 	16 Licenses
Total Monthly	\$1,700

EXCLUSIONS

This proposal does not include replacement of, or parts required for repairs on computers, printers, screens or peripherals (PDA's, point of sale scanners, digital cameras, cell phones, or any other specialized accessory), unless this equipment was originally provided under this agreement or a pre-existing agreement. All labor required for repair of the above devices is covered under this agreement. Consumables such as printer maintenance, toner, ink, batteries, paper, etc., are not included or covered under this service agreement.

Additional Exclusions:

- Overtime or after-hours Labor
- Mobile Device Support
- Equipment and Labor Costs for Hardware Upgrades
- Major version or system upgrades defined by vendor/ manufacturer
- MCC does not offer DFIR services pre or post breach as part of this agreement.
- Projects not included in this agreement will be invoiced at MCC's current applicable rates
- Other; a) Neglect, theft, misuse, or accidental damage of the equipment; b) Alterations or modifications to the equipment performed by someone other than MCC; c) the failure of the Calaveras Public Utility to provide proper electrical power, air conditioning, or humidity control; d) use of the equipment for purposes other than those for which it was designed; f) issues caused by faulty wiring; g) acts of God.



Your IT Department. Superpowered.

Financial Summary

Term: This agreement is for a term of 36 months, to begin at conclusion of successful onboarding.

Billing: Invoice will be sent monthly, one month in advance of due date. Due date determined by signed contract date.

Annual Increase: A 3% annual increase will be calculated at the end of each 12 month period (13th month and 25th month of the contract)

Total Services Monthly (outlined above)..... \$1,700 per month

Onboarding Fee (Service Transition & SRA)..... \$1,200 one-time



ADDITIONAL TERMS / CONDITIONS

This Services Agreement (this "Agreement"), made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between CALAVERAS PUBLIC UTILITY ("Calaveras Public Utility") and Merino Computer Concepts, Inc. ("MCC").

Recitals:

MCC represents that it has the qualifications, experience and abilities to provide information technology services described in the ProCare Premium Contract Proposal-On-Site and Remote Support Solution dated September 12, 2023 ("Services") in a professional manner in accordance with customary standards and practices in the industry.

And

Calaveras Public Utility, in reliance on MCC's representations, is willing to engage MCC as an independent contractor in connection with the operations, maintenance, configuration and support of the Services on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the obligations herein made and undertaken, the parties, intending to be legally bound, hereby agree as follows:

1. TERM OF AGREEMENT

The term for this engagement is three years (36 months) from the date MCC counter signs and returns said counter signed agreement to Calaveras Public Utility. MCC will submit a monthly invoice for Services as provided above. Calaveras Public Utility shall pay all invoices within ten (10) days of the invoice date. If neither Calaveras Public Utility nor MCC provide notice of termination one hundred eighty (90) days prior to the expiration of the term of this Agreement, the term shall be extended for an additional twelve (12) months on the same terms and conditions. This agreement is non-cancelable until anniversary date. If cancelled prior to anniversary date, Calaveras Public Utility will be obligated to pay an Early Termination Fee determined by taking the monthly recurring amount, multiplied by the number of months remaining on the agreement.

2. DESCRIPTION OF SERVICES

- 2.1 Services shall be provided as described in this agreement under Proposed Services Under Management.
- 2.2 MCC shall provide the Services in a professional manner in accordance with customary standards and practices in the industry.
- 2.3 The following table provides the response times:



Service Level Agreement

Service Availability	Business Hours
Incident and Problem Management Level	1 - 3

Priority – (Severity)	Target Response	Support Hours
1- (Critical)	2 hours	Business Hours
2- (Non-Critical Medium)	4 hours	Business Hours
3- (Non-Critical Low)	72 hours	Business Hours

Priority (Severity)	Description
1 (Critical)	<p>An incident which involves service not available or a serious mal-function of the service with impact on CALAVERAS PUBLIC UTILITY</p> <ul style="list-style-type: none"> • Total loss of service to all users and no work-around available • Loss of functionality resulting in CALAVERAS PUBLIC UTILITY users/workgroups being unable to continue with normal business processing • Unavailability of one or more supported services • Loss of functionality which severely impedes all or some services • Customers’ users/workgroups being able to continue with normal business processing
2 (Non-Critical Medium)	<p>An incident that involves degradation or risk to quality of service</p> <ul style="list-style-type: none"> • Issue not impeding users/workgroups from being able to continue with normal business processing • Potential to cause more serious issue if not investigated and addressed • Partial loss of availability of one or more supported service
3 (Non-Critical Low)	<p>Interruptions to non-critical business tasks and a temporary workaround is available. Also includes non-critical changes requested by Calaveras Public Utility. MCC shall advise the customer of the likely resolution date and shall notify progress against the date. General service related questions and request for information</p> <ul style="list-style-type: none"> • No immediate impact on the system and/or the business • Equipment replacement request (i.e. monitors, printers etc.) • Equipment move and changes



3. FORCE MAJEURE & MALICIOUS ACTS

This agreement is designed to cover the Services of the Calaveras Public Utility during normal operating conditions. MCC shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to, anomalies and/or abnormal circumstance such as fire, flood, electrical surges, deliberate malicious acts, ransomware, breaches, threat actors, theft, acts of God, wars, insurrections, and/or any other cause beyond the reasonable control of either party.

4. SITE ACCESS

Calaveras Public Utility will provide prompt and adequate site access to MCC's representatives, agents, employees, contractors, and subcontractors ("Personnel"), in order to perform the Services. Personnel shall be subject to Calaveras Public Utility's rules, directives and policies regarding access. Access shall be limited to those areas reasonably related to the Services.

5. SECURITY CREDENTIALS

Calaveras Public Utility acknowledges that MCC and its Personnel must have access to Calaveras Public Utility's systems and resources to perform the work under this Agreement. As such, Calaveras Public Utility hereby agrees to grant MCC and its Personnel access to any and all usernames, passwords, and other pertinent security credentials as reasonably requested by MCC.

6. ADDITIONAL WORK

6.1 In the event MCC reasonably believes additional work outside the scope of Services is required, MCC will provide Calaveras Public Utility with notice describing the item and cost for implementation. Except for any services provided during an Emergency Event (described below), Calaveras Public Utility shall only be liable to pay for additional work that Calaveras Public Utility approves in advance.

6.2 An "Emergency Event" shall be an event that threatens imminent harm or damage to Calaveras Public Utility's system including without limitation, Calaveras Public Utility's hardware, software, equipment, data files, and records. An Emergency Event requiring work outside of the scope of Services shall not require Calaveras Public Utility's prior approval. Notwithstanding not requiring Calaveras Public Utility's prior approval, MCC shall make a reasonable attempt to contact Calaveras Public Utility and advise Calaveras Public Utility of the situation as soon as the situation permits. Calaveras Public Utility shall promptly pay for said Emergency work upon invoicing by MCC.



7. CONFIDENTIAL INFORMATION

- 7.1 MCC acknowledges that in order to perform the Services called for in this Agreement, it may be necessary for the Calaveras Public Utility to disclose to MCC certain trade secret(s) or other confidential and proprietary information including scientific, technical data, marketing, strategic business information, design, process, procedure, formula, methodology, that is commercially valuable to Calaveras Public Utility and not generally known in the industry. (“Confidential Information”) Confidential Information shall not include information which is:
- 7.1.1 independently developed by MCC or already known by MCC prior to MCC ‘s receipt of Confidential Information and without violating its obligations hereunder or any of Calaveras Public Utility’s proprietary rights;
 - 7.1.2 Publicly known (other than through unauthorized disclosure by MCC); or
 - 7.1.3 disclosed by Calaveras Public Utility to a third party without any obligation of confidentiality.
- 7.2 MCC agrees that it shall not disclose, transfer, use, copy, or allow access to any such Confidential Information to any Personnel or to any third parties, except for those who have a need to know such Confidential Information in order to accomplish the requirements of this Agreement and who are bound by contractual obligations of confidentiality and limitation of use sufficient to give effect to this Section.
- 7.3 MCC is the creator of the software and application known as The Learning Portal. This software platform provides users with both visual/audio training sessions for applications used within the organization. The software application and its content is the property of MCC. The Learning Portal is available to the Calaveras Public Utility for the duration of the agreement.
- 7.4 MCC is the creator of a software application called Virtual Reality Portal. This software provides a 360-degree view of server room and electrical rooms. The application serves as a tool for remote staff to physically see the room and equipment as if they were present. The software can be viewed from any desktop and mobile device. MCC owns the software application and its content during the duration of the agreement.



- 7.5 Notwithstanding anything to the contrary that may be contained herein, in the event that MCC is (a) requested to disclose Confidential Information in response to interrogatories, deposition subpoena, civil or criminal investigative demand, requests for information or documents in legal proceedings or similar processes, (b) required to disclose Confidential Information by any applicable CALAVERAS PUBLIC UTILITY, regulation or rule of any judicial, regulatory, investigative, legislative or other body or (c) legally compelled to disclose Confidential Information, MCC may make such disclosure provided that, prior to any such disclosure, MCC provides Calaveras Public Utility with prior written notice of any such request or requirement so that Calaveras Public Utility may seek a protective order or other appropriate remedy.
- 7.6 Notwithstanding any of the foregoing, it is understood and agreed that MCC serves multiple Calaveras Public Utilitys including Calaveras Public Utility and provides hardware and software solutions to each of them. These hardware and software solutions utilized by MCC whether or not developed attendant to the performance of the Agreement hereunder, shall remain the property of MCC.
- 7.7 The parties have agreed to the terms of the Business Associate Agreement attached hereto as Exhibit A. (If applicable)
- 7.8 The obligations set forth in this Section shall survive termination of this Agreement and continue for so long as the relevant information remains Confidential Information.



8. INDEMNIFICATION

- 8.1 MCC agrees to indemnify, defend, protect and hold harmless Calaveras Public Utility, from and against any and all damages arising out of MCC carrying out the provisions of this Agreement. MCC's obligation to indemnify, defend and hold Calaveras Public Utility harmless is on the condition, that as to any particular event: (i) Calaveras Public Utility shall notify MCC in writing as soon as practicable after notice of an injury or claim is received; and (ii) Calaveras Public Utility shall take no steps which will prejudice the defense or otherwise prevent MCC from protecting itself. Nothing contained in this Article shall require MCC to indemnify Calaveras Public Utility or defend or hold Calaveras Public Utility harmless from any claims or actions resulting from acts or omissions which constitute negligence or willful misconduct on the part of Calaveras Public Utility or their employees, representatives and agents. Notwithstanding anything to the contrary contained in this Article, MCC's obligation hereunder to indemnify, defend or otherwise hold Calaveras Public Utility harmless shall be limited to the amount covered and actually paid by MCC's insurance policies; and in no event shall MCC be obligated to indemnify, defend or hold Calaveras Public Utility harmless in an amount exceeding such insurance proceeds.
- 8.2 Calaveras Public Utility agrees to indemnify, defend, protect and hold harmless MCC, from and against any and all damages arising out of Calaveras Public Utility's carrying out the provisions of this Agreement. Calaveras Public Utility's obligation to indemnify, defend and hold MCC harmless is on the condition, that as to any particular event: (i) MCC shall notify Calaveras Public Utility in writing as soon as practicable after notice of an injury or claim is received; and (ii) MCC shall take no steps which will prejudice the defense or otherwise prevent Calaveras Public Utility from protecting itself. Nothing contained in this Article shall require Calaveras Public Utility to indemnify MCC or defend or hold MCC harmless from any claims or actions resulting from acts or omissions which constitute negligence or willful misconduct on the part of MCC or their employees, representatives and agents.



9. INSURANCE

- 9.1 Liability Insurance. At all times during the term of this Agreement, or extension thereof, MCC at its sole cost and expense, shall maintain commercial general liability insurance that shall insure both MCC and Calaveras Public Utility (as an additional named insured) against all liabilities for damage to property and injuries or loss of life sustained by any person or persons arising from MCC's business operations. Such insurance shall be maintained by MCC with coverage limits of no less than \$1 million for bodily injury and property damage consisting of a combination of primary and excess or umbrella policies. Calaveras Public Utility shall be made an additional named insured on Tenant's primary and excess or umbrella policies.
- 9.2 Errors and Omissions Insurance. At all times during the term of this Agreement, MCC, at its sole cost and expense shall maintain a customary Errors and Omissions coverage insurance.
- 9.3 Worker's Compensation Insurance. MCC shall, at all times during the term of this Agreement, or extension thereof, carry and keep in full force and effect worker's compensation insurance.

10. EXCLUSION OF DAMAGES

Notwithstanding any other provision hereof, absent reckless, willful misconduct, criminal activity, or fraud by the responsible party, neither party shall be liable to the other for any indirect, consequential, incidental, special, punitive or exemplary damages, whether arising under contract, warranty, or tort (including negligence or strict liability), including but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, or any other theory of liability, regardless of whether such party knew or should have known of the possibility of such damages.



11. ARBITRATION

The parties shall attempt to resolve any disputes they may have in good faith. Any disputes which cannot be resolved informally between the parties shall be submitted to final and binding arbitration to be held in Sacramento, California. A party seeking to arbitrate a dispute arising out of this Agreement must notify the other party in writing of its intent to arbitrate any claim for breach or enforcement of any provision of this Agreement within the time specified by the applicable statute of limitations for institution of legal or equitable proceedings in a court of CALAVERAS PUBLIC UTILITY based on such claim. In no event shall notice be given after the date provided for in the statute of limitations. Notification to the other party of a written request for arbitration shall comply with Section 12 governing Notices. Any such timely and properly noticed claim for breach or enforcement of any provision of this Agreement shall be submitted to binding arbitration through the Judicial Arbitration and Mediation Services (“JAMS”) in accordance with the rules and procedures of JAMS then in effect, excepting such Rules as may be in conflict with federal or California CALAVERAS PUBLIC UTILITY.

Within twenty (20) business days after notice of a dispute subject to arbitration is given, the parties shall select an arbitrator who is a retired Judicial Officer and who is on JAMS’ list of qualified arbitrators. If the parties fail to select an arbitrator within the designated period, then on the request of either party, JAMS shall select the arbitrator. The arbitrator’s fees and expenses shall be split 50/50 between the parties. Each party shall pay its own attorneys’ fees and costs. The decision of the arbitrator shall be final and conclusive, and the parties waive the right to a trial de novo or appeal excepting only for the purpose of enforcing the arbitrator’s decision or as otherwise may be required by CALAVERAS PUBLIC UTILITY. The parties expressly intend to arbitrate disputes between them and waive their right to a trial by jury. This arbitration clause shall be construed so as to be consistent with applicable federal and California CALAVERAS PUBLIC UTILITY, and to be enforceable to the maximum extent allowable by CALAVERAS PUBLIC UTILITY. If necessary, any portion of this clause that is unenforceable by CALAVERAS PUBLIC UTILITY shall be stricken, and the arbitrator or the court, as the case may be, shall have the power to reform this clause to the extent necessary to comply with applicable CALAVERAS PUBLIC UTILITY and to give effect to the parties’ intent that they shall arbitrate their disputes.



12. TERMINATION

In the event of a material breach of this Agreement by MCC or Calaveras Public Utility, other than a monetary breach, which remains uncured after thirty (30) days written notice to the breaching party, this Agreement may be terminated subject to the Transition Period (defined below) upon notice to the breaching party. In the event of a monetary breach by Calaveras Public Utility, this Agreement may be terminated subject to the Transition Period, upon five (5) days' notice. If either party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, the party who is not bankrupt, insolvent, dissolved or discontinued, this Agreement may be terminated, subject to the Transition Period.

13. TRANSITION

In the event the Agreement is terminated for breach, MCC hereby agrees for a period not to exceed one hundred eighty (180) days ("Transition Period") to work diligently to assist in the transition of Services to Calaveras Public Utility in-house personnel, or a third-party provider, including without limitation granting continued access to reports, documents, password list, address list, software licenses, and other relevant materials maintained for Calaveras Public Utility by MCC. During this Transition Period, MCC shall be paid at the same rate as immediately prior to the termination and all terms of this Agreement shall continue to remain in place during the Transition Period.

14. ATTORNEYS FEES

The prevailing party in any proceeding arising out of or related to this Agreement shall recover attorneys' fees and costs by the other party.

15. INDEPENDENT CONTRACTOR

This Agreement is exclusively a contract for services and Service Provider is acting solely as an independent contractor.

16. NOTICES

Any notice or demand under or in connection with this Services Agreement may be served upon MCC or Calaveras Public Utility by personal service, or by mailing the same by registered mail, postage prepaid, return receipt requested, in any United States Post Office, and addressed as follows:

MCC:
Merino Computer Concepts, Inc.
1822 W. Kettleman lane Suite 4
Lodi, CA 95242

CALAVERAS PUBLIC UTILITY:



Your IT Department. Superpowered.

17. ACCEPTANCE

This Services Agreement is not binding until it is signed by each and every signatory indicated below representing our two companies. Provided the terms of this Services Agreement are acceptable, please print two copies, sign as indicated below, email to cconlee@mccpros.com, then mail the two printed copies (together with a purchase order if required by your internal procedure to MCC, at the following address:

Merino Computer Concepts, Inc.
1822 W. Kettleman lane Suite 4
Lodi, CA 95242

Entire Agreement. This Agreement, including any amendments executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Services to be provided, and supersedes all prior agreements.

Non-Solicitation. Except as otherwise agreed in writing by Calaveras Public Utility and MCC, during the term of this Agreement and for a one (1) year period following termination of this Agreement, neither party shall employ, solicit the employment of, nor aid any third party in soliciting an employee of the other party. It is understood that at the commencement of this Agreement, MCC may offer employment to Calaveras Public Utility' employees.

Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assigns hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement."

Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be sufficient to bind the parties to this Agreement.

CALAVERAS PUBLIC UTILITY

Merino Computer Concepts,

Name (Print): _____

Name (Print): _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

September 29, 2023

Richard Sykes, Executive Officer
Upper Mokelumne River Watershed Authority
15083 Camanche Parkway South
Valley Springs, CA 95252

Subject: Support for Upper Mokelumne River Watershed Authority's (UMRWA) Sierra Nevada Conservancy (SNC) Grant Application for SNC Project 1636 – Forest Projects Plan (FPP, Phase 1B) and SNC Project 1646 – Forest Projects Plan Phase 2 Environmental Planning

Dear Mr. Sykes:

The Calaveras Public Utility District is pleased to submit this letter of support for UMRWA's Forest Projects Plan (FPP) Phase 1B implementation (SNC Project 1636) and Phase 2 – Environmental Planning (SNC Project 1646) grant applications under the Sierra Nevada Conservancy Wildfire Recovery and Forest Resilience Grant Program. These projects advance UMRWA's collaborative partnership with the United States Forest Service (USFS) and the Amador Calaveras Consensus Group (ACCG) which first began with the *Cornerstone Collaborative Forest Landscape Restoration Program* (CFLRP) also known as Cornerstone. Both proposed projects leverage USFS, CALFIRE, and RFFCP block grant funding to plan and implement critical fuels treatment projects that reduce wildfire risk and protect and restore the health of the Upper Mokelumne River watershed.

Since UMRWA and the USFS established a Master Stewardship Agreement in April 2016, UMRWA has received grant funds to implement over 5,150 acres of fuels treatment projects in the FPP Phase 1 project area alone. The proposed FPP Phase 1B requests funds to implement another 1,952 acres to bring the total treated area to 7,340 acres, or 29% of the 25,671-acre FPP Phase 1 project area. This is in addition to the Pumpkin Hollow, Cabbage, Black Springs and West Calaveras Thin Projects which were previously funded by SNC, and reduced fire risk and increased forest resilience on more than 4,000 acres of high-risk public lands in the Mokelumne River watershed.

The proposed Forest Projects Plan – Phase 2 Environmental Planning project will allow the ACCG/UMRWA/USFS partnership to continue this important work by supporting the completion of planning, permitting and environmental documentation that are necessary to implement forest health projects within a 225,000-acre area of at-risk National Forest System lands.

We strongly encourage SNC to approve both UMRWA's Forest Projects Plan Phase 1B implementation and Phase 2 Environmental Planning grant applications to continue these important forest health and resilience efforts.

Sincerely,

Travis Small
General Manager
Calaveras Public Utility District

Maintenance Report

August 2023

LOCATION	DESCRIPTION OF WORK	STATUS
Jeff Davis WTP	Monthly operation and maintenance	Complete
	Routine water sampling and State reporting, WTP compliance Items	Complete
	Treated Water = 41,857,248 Gallons	Complete
	Sold Water = 34,789,494 Gallons	Complete
	Jeff Davis Reservoir 3.5' Below Spill	Ongoing
Warehouse Shop	Routine Operation's	Ongoing
South Fork Pump Station	Weekly routine checks	Complete
	Raw Water Pumped = 153 Acre Feet	Ongoing
	1" over Spill- one pump ran /Shut Down 21st	Ongoing
Schaads Reservoir	Weekly checks	Complete
	Schaads Metered Acc. 364,790 gallons.	Ongoing
	Both Hydro units running	Ongoing
	0-120" Below Spill	Ongoing
	CCWD Pump Data (West Point) = 0 acre Feet	Ongoing
	Annual FERC inspection at Schaads	Complete
Glencoe Pump Station	Weekly checks - routine monitoring	Complete
Ponderosa PRV Hydro	Weekly checks - routine monitoring	Complete
MCV PRV Hydro	Weekly checks - routine monitoring	Complete
Garamendi's PRV Hydro	Weekly checks - routine monitoring	Complete
San Andreas Distribution	Routine operations, sampling	Complete
	Pope St. 4" Main Leaks x4	Complete
Moke Hill Distribution	Routine operations, sampling	Complete
	Paloma 6" Main Leaks x4	Complete
Glencoe Distribution	Routine operations	Complete
	Independence road Service line leak	Complete
Paloma Distribution	Routine operations, sampling	Complete
Rail Road Flat Distribution	Routine operations, sampling	Complete
Red Hawk Res.	Routine operations	Complete
Safety/Training	Routine Safety Talks	Ongoing
	Annual EAP staff review for Schaads	Complete
Spray Program	Spring application bare ground/roads Pre-emergent	Ongoing
Vehicle Maintenance	Dump Truck maintenance and repair- Brown Ford(electrical)Brawners	Complete
Other	50 USA tags completed	Complete
	21 Customer service/work orders	Complete
	Monthly meter reading	Complete
	Complaints- 0 Pressure/ 0 odor/ 0 Color	Complete