

ITEM #1

Discussion and/or action to renew

Sac Suburban WD Service Agreement through September 30, 2020

**CONTRACT SERVICES AGREEMENT BETWEEN SACRAMENTO SUBURBAN
WATER DISTRICT AND DEL PASO MANOR WATER DISTRICT**

This Agreement is entered into as of January 27, 2020, by and between Sacramento Suburban Water District, a County Water District formed and existing under California Water Code § 30000 *et seq.* (hereinafter “SSWD”), and Del Paso Manor Water District, a County Water District formed and existing under California Water Code § 30000 *et seq.* (hereinafter “DPMWD”). SSWD and DPMWD may sometimes be referred to individually as “Party” or together as “Parties” throughout this Agreement.

RECITALS

WHEREAS, SSWD, under its permit with the State of California State Water Resources Control Board, Division of Drinking Water, is a public agency providing domestic drinking water to residential and commercial customers within its boundaries located in the County of Sacramento;

WHEREAS, DPMWD, under its permit with the State of California State Water Resources Control Board, Division of Drinking Water, is a public agency providing domestic drinking water to residential and commercial customers within its boundaries located in the County of Sacramento;

WHEREAS, the entirety of the DPMWD service area is inside of and contiguous with the SSWD service area;

WHEREAS, the Parties are participants in and parties to that certain “Mutual Aid and Assistance Agreement Between Del Paso Manor Water District and Sacramento Suburban Water District”, dated as of January 11, 2011 (the “Mutual Aid Agreement”);

WHEREAS, the Parties maintain interconnections between their respective water systems to enable groundwater and surface water deliveries (where permissible) to each other in the event of an emergency;

WHEREAS, the Mutual Aid Agreement sets forth additional resources, including personnel and equipment, which one Party may deploy to assist the other in the event of an emergency, including the criteria therefore and mechanisms for reimbursement;

WHEREAS, DPMWD requested assistance from SSWD under the Mutual Aid Agreement in May 2019, which request remains in effect, whereby SSWD has provided field personnel to assist SSWD during a staff shortage to ensure adequate, certified field maintenance support in the DPMWD service area in order for DPMWD to remain in compliance with applicable Division of Drinking Water regulations and the terms of its permit, and otherwise protect the public health and safety of customers within the DPMWD service area; and

WHEREAS, the Parties desire that DPMWD contract with SSWD for maintenance and support services on an as-needed basis under non-emergency conditions, based on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, it is hereby agreed by and between SSWD and DPMWD as follows:

1. Recitals

The Recitals herein are expressly made part of this Agreement.

2. Contracted Services

SSWD agrees to provide the following services to DPMWD on a contract basis upon request: Field maintenance support, including on-call certified water treatment or distribution operator(s). Such services may include, but are not limited to, water service line repairs; customer service calls; well site operations; emergency repairs and maintenance support (the “Contracted Services”). Training and mentoring services relevant to water treatment or distribution operations that are provided to SSWD staff will be offered to DPMWD staff.

3. Control and Record Keeping

Field personnel provided by SSWD shall remain under the supervision and control of SSWD, and shall perform such tasks as requested or directed by DPMWD. SSWD shall designate a supervising employee to oversee the performance of any Contracted Services pursuant to this Agreement, and shall otherwise keep accurate records of the work performed, including the preparation of all time sheets for billing purposes.

4. Status

Unless otherwise provided by law, SSWD’s officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in its own jurisdiction while performing Contracted Services within the DPMWD service area.

5. Licenses and Permits

To the extent permitted by law, SSWD personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the performance of any Contracted Services requested by DPMWD under this Agreement.

6. SSWD Discretion Regarding Availability of Personnel

SSWD retains the right to commit or withdraw some or all of its resources at any time for any reason in SSWD’s sole and absolute discretion. SSWD shall have the sole and exclusive discretion to determine availability of personnel and resources requested by DPMWD. SSWD shall make a reasonable attempt to provide DPMWD with 24 hours’ notice of withdrawal of resources and personnel.

7. Personnel

SSWD shall be paid by DPMWD for personnel costs incurred for work performed. Time incurred will be charged at a minimum of 15 minutes and will be rounded up to the next 15-minute increment. DPWMD will be billed overtime for the time SSWD staff spends working outside of normal work hours, which includes time spent working for DPWMD and time spent working on tasks that were delayed when helping DPWMD during normal work hours. SSWD personnel costs shall be calculated according to the most current pricing and in compliance to the terms provided in its employment contracts or other conditions of employment. SSWD's designated supervisor(s) must keep accurate records of work performed by personnel. Payment for services rendered shall consist of all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

8. Equipment

DPMWD shall reimburse SSWD for the use of equipment during the performance of services, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. Applicable rates for equipment used during the performance of Contracted Services are listed on the attached Schedule 1.

9. Materials and Supplies

DPMWD shall reimburse SSWD in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. SSWD will not charge direct fees or rental charges to DPMWD for other supplies and reusable items that are returned to SSWD in a clean, damage-free condition. Reusable supplies that are returned to SSWD with damage must be treated as expendable supplies for purposes of cost reimbursement.

10. Payment Period

SSWD shall provide an itemized invoice to DPMWD for all costs associated with providing Contracted Services. Invoices shall be submitted on a monthly basis for Contracted Services provided during the previous month. DPMWD shall render payment in full of all undisputed invoices by the thirtieth day of the following month.

11. Records

Each Party and its duly authorized representatives shall have access to the other Party's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

12. Term

This Agreement shall take effect on February 1, 2020 and terminate on September 30, 2020, unless extended upon mutual written agreement of the Parties. Upon termination, SSWD

shall be compensated for all work performed to the date of termination as calculated by SSWD based on the above payment provisions.

13. Insurance

Each Party is a member of ACWA-JPIA and has sufficient coverage under the pool's memorandum of coverage to cover all risks that may occur under this Agreement. Each Party shall maintain such coverage in good standing at its sole cost. Each Party shall name the other Party, its officers, agents, and employees as additional insureds on all insurance policies, except its worker's compensation policy, for activities undertaken pursuant to this Agreement.

14. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party and its Directors, officers, employees, representatives, and agents from and against any and all actions, claims, costs, damages, demands (including reasonable outside attorneys' fees), liability, losses, obligations, penalties, suits in law or in equity which are made by a third party to the extent arising out of the Party's negligence or willful misconduct in performing any work or taking any actions authorized by or related to this Agreement.

15. Miscellaneous

15.1 Entire Agreement

This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement of the Parties relating to subject matter hereof.

15.2 Waiver

No waiver of any right or remedy by a Party with respect to any occurrence or event under this Agreement shall constitute a continuing waiver or be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

15.3 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15.4 Severability

If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished.

15.5 Amendments

All amendments to this Agreement shall be in writing and, if approved, must be signed by all Parties.

15.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Legal Action

In addition to any other rights and remedies, either Party may institute legal action to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.

17. Authority to Execute Agreement

The person or persons executing this Agreement on behalf of SSWD and DPMWD warrant and represent that they have the authority to execute this Agreement and the authority to bind SSWD or DPMWD, as appropriate, to the performance of its obligations hereunder.

18. Consent

Where consent or approval of a Party hereto is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

19. Assignment

This Agreement and all rights and obligations under it are personal to the Parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

20. Interpretation of Agreement

All Parties hereto have been represented by legal counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain.

21. No Joint Venture or Partnership

SSWD and DPMWD hereby renounce the existence of any form of joint venture, partnership or other association between them, and agree that nothing in this Agreement or in any

document executed in conjunction with this Agreement shall be construed as creating any such relationship between the Parties.

22. Partial Invalidity Due to Governmental Action

In the event that State or Federal laws or regulations enacted after the effective date of this Agreement, or formal action of any governmental jurisdiction other than SSWD or DPMWD, prevent compliance with one or more provisions of this Agreement, the Parties agree that the provisions of this Agreement shall be modified or suspended only to the minimum extent necessary to comply with such laws or regulations.

23. Further Actions and Instruments

The Parties agree to provide reasonable assistance to each other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

24. No Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right or action based upon any provision of this Agreement.

25. Venue

Any action arising out of this Agreement shall be brought in the Superior Court of Sacramento County, California, regardless of where else venue may lie.

26. Time is of the Essence

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

27. Notices

All notices required or provided under this Agreement shall be in writing and shall be sent by (i) U.S. mail first class postage prepaid with return receipt requested, (ii) by overnight courier or hand delivery, or (iii) by facsimile with original forwarded by U.S. mail, addressed as follows, with any email copies provided to the email addresses below:

Notice to SSWD: Sacramento Suburban Water District
Attention: General Manager
3701 Marconi Avenue
Sacramento, CA 95821
Telephone: (916) 972-7171
Facsimile: (916) 972-7639

Notice to DPMWD: Del Paso Manor Water District
Attention: General Manager

1817 Maryal Drive, #300
Sacramento, CA 95864
Telephone: (916) 487-0419
Facsimile: (916) 487-8534

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

“SSWD”

SACRAMENTO SUBURBAN WATER DISTRICT

By: _____
Daniel R. York
General Manager

APPROVED AS TO FORM:

By: _____
Joshua M. Horowitz
General Counsel

“DPMWD”

DEL PASO MANOR WATER DISTRICT

By: _____
Adam Coyan
General Manager

ATTEST:

By: _____
DPMWD Secretary

APPROVED AS TO FORM:

By: _____
Barbara Brenner
General Counsel

SCHEDULE 1
SSWD LABOR AND EQUIPMENT RATES (2020)

ITEM #2

Discussion and/or action regarding OPEB GASB 75 actuary selection

ITEM #3

Discussion and/or action letter requesting waive of funds due



CSI Engineering

Underground Utilities, Grading, Paving, Asphalt Sealcoat, Concrete,
Commercial & Residential
License # 986489

Cell: 916-233-8623
Office : 916-418-4815
Fax: 916-418-4816
csi.engineering13@yahoo.com

August 3, 2020

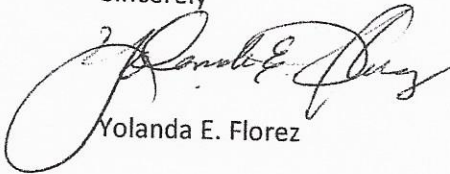
To whom it may concern:

In October 2019, we did some work for the Sacramento Ares Sewer District. When we started to shovel to remove dirt, your lines started to leak and it was almost impossible for us not do some damage to your lines due to them being very old and shallow.

I called the office and spoke to Ken Ingle explaining I was having a difficult time paying both invoices due to the amount of cost. Here we are months later and now with the COVID 19, we have experience extreme hardship especially being a small company and our work slowing down. I would like to ask if you could write off one of the bills due to the circumstances with the COVID 19. I have paid to date \$3,820.00 and am sending another \$910.00. I appreciate greatly if you would consider helping a small business in these difficult times, or in any other way.

I want to thank you in advance for even taking the time to review this request and for your patience and for supporting small business as ourselves. I can be contacted at 916-233-8623, or by email at csi.engineering13@yahoo.com

Sincerely



Yolanda E. Florez

3311 Marshall Ave, Carmichael, California 95608

Paid 08/05/2020



DEL PASO MANOR WATER DISTRICT

DPMWD Invoice Date: 11/08/19
 Project / address: 3708 Atwater emergency repair Oct 2019
 Repair Date(s): 10/30/19

Bill To: CSI Engineering
 Address: 3311 Marshall Avenue
 City, St, Zip: Carmichael, CA 95608
 Attn: Miciah Whelan
 Reference: USA Ticket #X926100970
 Work done for: SASD

4.0 *Man Hours \$120.00 Per Man Hour

\$480.00	DPMWD Labor		
\$0.00	Parts & Costs		
	0.0	None	each \$0.00
	0.0		each \$0.00
	0.0		each \$0.00
	0.0		each \$0.00
	0.0		per foot \$0.00
		Sub Total	\$0.00
		Tax 7.75%	\$0.00
			\$0.00
\$3,820.00	Outside labor and equipment		
		GM Construction	\$3,820.00
\$4,300.00		Sub Total	
\$430.00	10%	Administrative Fee	
\$4,730.00	TOTAL AMOUNT DUE		Payable upon receipt.

NOTES: Damage to service tap and copper line due to digging with a jackhammer over marked water lines. Sacramento County inspector Jennell has confirmed damage caused by CSI activities.

* Labor and or inspection rate is \$120.00 per man per hour
 Attachments

Remit to: 1817 Maryal Drive, Suite 300, Sacramento, CA 95864 - (916) 487-0419



DEL PASO MANOR WATER DISTRICT

DPMWD Invoice Date: 11/08/19
 Project / address: 3933 Loreto emergency repair Oct 2019
 Repair Date(s): 10/29/19

Bill To: CSI Engineering
 Address: 3311 Marshall Avenue
 City, St, Zip: Carmichael, CA 95608
 Attn: Miciah Whelan
 Reference: USA Ticket #X928103449
 Work done for: SASD

	5.0	*Man Hours		\$120.00 Per Man Hour
\$600.00		DPMWD Labor		
\$0.00		Parts & Costs		
	0.0	None	each	\$0.00
	0.0		each	\$0.00
	0.0		each	\$0.00
	0.0		each	\$0.00
	0.0		per foot	\$0.00
		Sub Total		\$0.00
		Tax	7.75%	\$0.00
				\$0.00
\$3,820.00		Outside labor and equipment		
		GM Construction		\$3,820.00
\$4,420.00		Sub Total		
\$442.00	10%	Administrative Fee		
\$4,862.00		TOTAL AMOUNT DUE	Payable upon receipt.	

NOTES: Damage to service tap and copper line due to digging with a jackhammer over marked water lines. Sacramento County inspector Mike has confirmed damage caused by CSI activities.

* Labor and or inspection rate is \$120.00 per man per hour
 Attachments

Remit to: 1817 Maryal Drive, Suite 300, Sacramento, CA 95864 - (916) 487-0419