



# Indian Valley Community Services District

## Indian Valley Community Services District **AGENDA**

Thursday, August 28<sup>th</sup> at 6pm  
127 Crescent St., Suite 1, Greenville, CA 95947  
<https://www.indianvalleycsd.com/>

Board of Directors

Wanda Carpenter • Andy Meyers  
Susan Doran • Dan Kearns • Roger Cherry

### **1. Call to Order**

- A. Roll Call
- B. Pledge of Allegiance

### **2. Public Comment: Agenda Items**

The board cannot take action on comments regarding non-agenda items. We do, however, value public input and will consider comments for future action. Comments on non-agenda items are not accepted at special meetings. Public Comment: Agenda Items The chairperson or presiding officer shall have the exclusive authority to recognize speakers from the public during the point of discussion and before action is taken for each agenda item within the agenda. Although there is no time limit, comments are respectfully requested to be within 3 minutes per speaker per agenda item.

### **REASONABLE ACCOMMODATIONS**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the clerk of the Board at 530-284-7224. Notification 72 hours prior to the meeting will

enable the IVCS D to make reasonable arrangements to ensure accessibility  
{28 CFR 35.102.35.104 ADA Title II}

**3. Approve Agenda**

**Discussion \_\_Possible Action\_\_**

**4. Approve 8-22-2025 Special Meeting Minutes**

**Discussion \_\_Possible Action\_\_**

**5. General Manager Report**

**6. Operation Managers Report**

**7. Approve Greenville Park Renovation Project/Landscaping & irrigation contract**

**Spurs Trucking and Equipment**

**Discussion \_\_Possible Action\_\_**

**8. Award Greenville Park Renovation Project/Fencing contract pending insurance and bonds**

**Willard Fence Company**

**Discussion \_\_Possible Action\_\_**

**9. Approve Greenville Park Renovation cost increase from \$749,000 to \$846,200**

**10. CLASS Fund Account Update:**

**Remove: Adam Cox/General Manager, Keegin Lee/ Administrative Supervisor; and Patti Nordt/Financial Controller**

**Add: Wanda Carpenter, Susan Doran, Andrew Myers, Roger Cherry, and Daniel Kearns.**

**Add for view only: Jamie Little/General Manager**

**Discussion \_\_Possible Action\_\_**

**11. Discuss IVCS D use of CivAssist for Board of Directors Meetings**

**Discussion \_\_Possible Action\_\_**

- 12. Request draft Audit From Singleton-Auman to get clarification on IVCS D financial position as of 6-30-2025**  
**Discussion\_\_Possible Action\_\_**
- 13. Change Agenda Format to include: Approve minutes from prior month's meeting(s) Operator's report, Office Reports, Unfinished Business, New Business, Additional items of discussion by Board Members, Action Items, and Public Comment.**  
**Discussion\_\_Possible Action\_\_**
- 14. Ad Hoc Committee Findings**  
**Discussion\_\_Possible Action\_\_**
- 15. Job Posting for part time/temporary Administrative Assistant II to help IVCS D get caught up on important tasks**  
**Discussion\_\_Possible Action\_\_**
- 16. Umpqua Bank Account Credit Card(s) Updated:**  
**Remove: Keegin Lee/ Administrative Supervisor; and Patti Nordt/ Financial Controller**  
  
**Add: Charles Slagter/ Operations Manager**  
  
**Discussion\_\_Possible Action\_\_**
- 17. Open new account at Plumas Bank to separate Indian Valley Recreation & Park District funds from IVCS D funds**  
  
**Discussion\_\_Possible Action\_\_**

**18. Plumas Bank Signature Cards Updated:**

**Remove: Keegin Lee/ Administrative Supervisor; and Patti Nordt/  
Financial Controller**

**Discussion\_\_Possible Action\_\_**

**19. Umpqua Bank Signature Cards Updated:**

**Remove: Keegin Lee/ Administrative Supervisor; and Patti Nordt/  
Financial Controller**

**Add: Daniel Kearns & Roger Cherry**

**Discussion\_\_Possible Action\_\_**

**20. Request approval from IVCSB Board of Directors for general manager to  
get quotes from CPA's**

**Discussion\_\_Possible Action\_\_**

**21. Appoint Jessica Johnson as temporary Board Clerk**

**Discussion\_\_Possible Action\_\_**

**22. Approve locksmith, EJ Quality Doors to change locks in office**

**Discussion\_\_Possible Action\_\_**

**23. Public Comment:**

**24. CLOSED SESSION:**

**A. Government Code §54957 with respect of every item of business to be discussed in closed session pursuant to section 54957**

**Public Employee Performance Evaluation, Title:Administrative Assistant**

**B. CLOSED SESSION: §54957 with respect of every item of business to be discussed in closed session pursuant to section 54957 Public Employee Performance Evaluation, Title: General Manager**

**C. CLOSED SESSION: Government Code §54957 (E) with respect of every item of business to be discussed in closed session pursuant to section 54957 Public Employee Appointment, Title: General Manager**

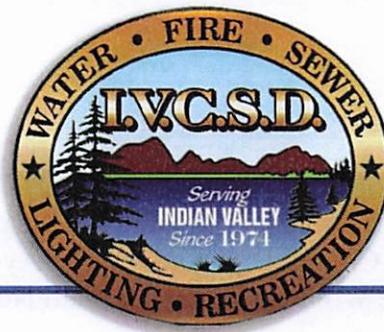
**25. Report of action taken in closed session**

**A. Report of action taken in closed session**

**26. Adjournment**

**\*This agenda was posted at least 72 hours prior meeting time listed above**

**Indian Valley CSD**  
PO Box 160, Greenville,  
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Greenville, CA 95947  
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office@indianvalleycsd.com

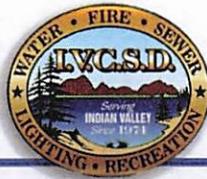


**Board of Directors**  
Wanda Carpenter  
Roger Cherry  
Andy Meyers  
Susan Doran  
Dan Kearns

www.indianvalleycsd.com

**MINUTES**  
**IVCSD SPECAIL BOARD MEETING**  
**AUGUST 22, 2025 AT 6:00PM**  
**IVCSD OFFICE, 127 CRESCENT STREET #5**  
**GREENVILLE, CA. 95947**

1. Call to Order: Board Wanda Carpenter called the meeting to order at 6:00pm.
  - Attendance: Roll call by Board Chair Wanda Carpenter: Director Meyers, Director Kearns, Director Cherry. Director Doran was absent.
  - Pledge of Allegiance: Led by Board Chair Wanda Carpenter.
2. Public Comments: Agenda Items- See Agenda Items for comments. Public attendance – David Presto, Jennifer Meyers, Mary Hobbs, John Hunter, Chrystal Leininger, Russel Peter, Laura Wheeler, Jane Braxton Little, Greg Walsh.
3. Agenda Approval: Motion to approve the agenda made by Dan Kearns. Second by Andy Meyers.  
**Vote: Meyers yes, Kearns yes, Meyers yes, Carpenter yes, Doran absent.**
4. Award Greenville Park Renovation Project/Landscaping & Irrigation Bids:  
Spurs Trucking and Equipment  
All Phase Landscaping
  - Recommendation from Kaley Bentz was Spurs Trucking, Bid was lower than All Phase Landscaping.
  - Motion was made by Dan Kearns, Second by Andy Meyers.**Vote: Meyers yes, Kearns yes, Meyers yes, Carpenter yes, Doran absent.**
5. Award Greenville Park Renovation Project/Fencing  
Willard Fence Company (only Bid)
  - Motion was made by Dan Kearns, second by Andy Meyers (Pending Willard Fence Company Insurance and Bond and Contract being turned in to the IVCSD office.)**Vote: Meyers yes, Kearns yes, Meyers yes, Carpenter yes, Doran absent.**
6. Umpqua Bank Account Credit Card(s) Updated:



Remove: Kristine Gorbet/ Board Chair; Adam Cox/ General Manager; Mike Sundby/ Operation Manager; Mary Cronin/ Director; Jennifer Ayres/ Business Manager; Bob Orange/Fire Chief; George Wolley/ Operator II; Patti Nordt/ Financial Controller; Chris Gallager/ Office Manager

Add: Wanda Carpenter/ Board Chair

- Motion was made by Andy Meyers, Second by Roger Cherry with Amendment leaving Patti Nordt/Financial Controller on Umpqua Bank Account Credit Card(s) Pending HR recommendation and Add Wanda Carpenter.
- Public Comment- David Preston: You're talking about adding somebody with a credit card, and on item #9 on the agenda says to cancel all Credit cards. Jamie Little responded- We are seeing a lot of pervious employee's names on these Credit Cards who are no longer with the company at this time.

**Vote: Meyers yes, Kearns yes, Meyers yes, Carpenter yes, Doran absent.**

**7. Plumas Bank Signature Cards Updated:**

Remove: Kristine Gorbet/ Board Chair; Adam Cox/ General Manager; Keegin Lee/ Administrative Supervisor/Board Clerk; Patti Nordt/ Financial Controller; Mary Cronin/Director

Add: Jamie Little/ Interim General Manager; Daniel Kearns/ Director; Roger Cherry/Director.

- Motion was made by Dan Kearns, Second by Roger Cherry with Amendment pending HR recommendation on removing Patti Nordt/ Financial Controller and Keegin Lee/Administrative Supervisor/Board Clerk
- Public Comment- David Preston: Just after the fact comment, this is where I would say those signature things at just like Plumas Bank didn't entitle those people to sign checks. Your internal controls require two Board Members signatures to sign checks and having Dan and Roger will keep within that. The other people didn't have the ability to write and sign checks. Roger Cherry responded- No, they did not have the ability to Sign checks.

**Vote: Meyers yes, Kearns yes, Meyers yes, Carpenter yes, Doran absent.**

**8. Umpqua Bank Signature Cards Updated:**

Remove: Kristine Gorbet/ Board Chair; Adam Cox/ General Manager; Keegin Lee/ Administrative Supervisor/Board Clerk; Patti Nordt/ Financial Controller; Mary Cronin/Director

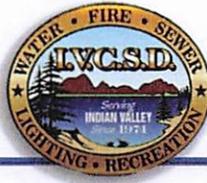
Add: Jamie Little/ Interim General Manager

- Motion was made by Dan Kearns, second by Andy Meyers with Amendment pending HR recommendation on removing Patti Nordt/ Financial Controller and Keegin Lee/Administrative Supervisor/Board Clerk

**Vote: Meyers yes, Kearns yes, Meyers yes, Carpenter yes, Doran absent.**

**9. Cancel all current District Debit/Credit Cards**

- Motion was made by Roger Cherry, Second by Dan Kearns



- Public Comment- David Preston: Just a brief question, you're changing the agenda on the fly as you go? Jamie little responded- No, this will need to be put on the next Agenda for Thursday Aug 28<sup>th</sup>, 2025.

**Vote: Meyers yes, Kearns yes, Meyers yes, Carpenter yes, Doran absent.**

**10.** Emergency temporary appointment of Administrative Assistant to assist General Manager with duties as needed

- Motion was made by Andy Meyers, second by Roger Cherry.
- Public Comment- Crystal Leininger: I noticed in the last audit report that was conducted that you know, recommendations in the audit report that concerned as to what Mr. Preston said about internal control, and there should be a separation of duties and because there was as little staff that, you know there has to be a rule bit of a change so there is reporting to the Board. Wanda Carpenter responded- I have asked Jessica and Kristi to take their Job Descriptions and highlight what they actually do, Because the Job Descriptions are filled with a bunch of fluff that they don't ever really do. Then we can make a standard operating procedure booklet for each station. So, if someone left unexpectedly, someone can come in and take over with a binder with instructions.
- Public Comment- David Preston: Just a brief comment, Id like to remind you that Jessica does a great job you've been blessed in here with great staff for quite a while through all the issues and stuff that have been going on here. I hope you appreciate it. Jamie Little responded- We wouldn't be doing anything quite well enough without her. (Jessica Johnson) She's super helpful. David Preston- And the staff before her. Jamie Little responded- I didn't work with any of them.

**Vote: Meyers yes, Kearns yes, Meyers yes, Carpenter yes, Doran absent.**

**11.** CLOSED SESSION: Government Code §54957 (E) with respect of every item of business to be discussed In closed session pursuant to section 54957 Public employee Appointment Interim General Manager: JLL LLC, Jamie Little

- Closed session entered at 6:25pm
- Closed session adjured at 7:18pm

**12.** Report of action taken in closed session

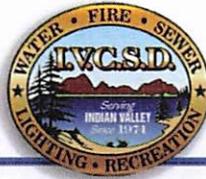
- All Board members approved Interim General Manager Jamie Little, JLL LLC contract with Amendment to cap monthly salary.

**Vote: Meyers yes, Kearns yes, Meyers yes, Carpenter yes, Doran absent.**

**13.**Adjournment

- Motion made by Roger Cherry, Second by Andy Meyers

**Vote: Meyers yes, Kearns yes, Meyers yes, Carpenter yes, Doran absent.**



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Public Comment: Agenda items: Jennifer Meyers- Were really glad you're here.

Signed Board Chair: \_\_\_\_\_

Signed Board Clerk: \_\_\_\_\_

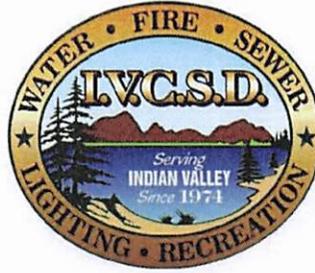
## General Manager Report 8-28-25

During my first week at IVCS D I have been working on the following tasks:

1. Trying to get access to all the important programs and documents we need to keep track of financial transactions and keep the district running
2. I went over the bids for the park and had a few discussions with Kaley Bentz to familiarize myself with IVCS D's role in these projects
3. I sent a template for the construction contracts to Margaret Long to edit and get back to us
4. I reached out to our state regulators and introduced myself
5. I sent 9 letters to FEMA requesting extensions for each of the FEMA grants the district received
6. I spoke with Scott Risser from CalOES and he has been very helpful with FEMA grants
7. There have been several public records requests made that we have had to send information about
8. We have been trying to make sure we have our backup documentation posted with the agendas each week. I have been passing our agendas and any other important documents through CPS, the HR Consulting firm, to make sure I don't get IVCS D in any trouble.
9. I have gotten a short introduction to the payroll software
10. I met with Karisa Joseph about the PG&E settlement. PG&E is requesting more discovery. Kristie is working on getting Karisa all of the documents she requested
11. I have reached out to SDRMA to remove past employees from Health Benefits
12. I have reached out to our current liability insurance carrier to get a list of items and properties the district insures. We may be able to get a lower rate through SDRMA for our liability insurance. I will bring a quote from them to our next regular board meeting for approval.
13. I met with Dean Marsh, the engineer that has been working with IVCS D on several projects
14. I have received a job duty summary from Kristie, and I will get one from Jessica as soon as she has a minute to send one
15. I have gained a better understanding of the Ad Hoc committee and the work they are doing. It is an immense help to us.
16. I have spoken with Charles Slagter about some of the challenges the operations crew are facing and have called CRWA (California Rural Water Association) to see if we can get on their schedule for free leak detection.

17. Kristie is working hard on getting the meter reading sheets and billing software discrepancies to match so we have an idea of exactly how many customers we bill and how much water we treat vs. How much water we provide for the community.

It is going to take some time, patience and hard work to get things on track, but I think the employees that currently work for IVCSD are very valuable and if we all work together, we can get there.



## Indian Valley Community Services District

*Providing services for our community health, well-being, and prosperity*

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### Utility Manager Operations Report

Taylorsville Septic System underwent inspection from the State Water Resources Control Board, inspection report determined compliance with the General Order for operation. Annual solids tank pumping to continue as part of the operations plan.

Installed a new water meter and chlorine injection port for the production well at Crescent Mills water plant. Waiting for a replacement meter for the spring water source and once water consumption is down and both water systems are not needed replacement plumbing and valves will be installed on the spring influent line.

Staff finished installing timbers around the new playground structure and laying down woodchips.

Work completed on the Greenville water plant access road, site access should be possible during snow and heavy rain events.

Staff responded to and resolved two sanitary sewer back ups along Highway 89. Concrete debris deposited into the sewer system dammed up the lines which required assistance from the utility department from Chester. Chester PUD staff used a high-pressure sewer jetter to rod the line and clear the blockage. We are grateful for the ongoing mutual support from the neighboring community.

Staff repaired between 6-10 water leaks throughout the system; some were created by contractors breaking lines while others were a result of aging water infrastructure. We appreciate the public's notification as they find them, and we will repair them as timely as possible.

Staff installed a new service on Round Valley Road for a customer with low water supply and pressure.

IVCSD staff prepared the main yard on highway 89 for groundbreaking of the new safety service building by hauling off dirt and concrete, metal scrap and debris. The flood control connex was relocated and several surplus vehicles were staged away from the work site.

Staff continued to assist utility companies with underground services location identification. Approximately 30 parcels a week are marked for sewer and water in an effort to reduce line breakages.

## COSTS

|              |                                     |
|--------------|-------------------------------------|
| \$195,000.00 | CONTRACTOR #1 (FENCES)              |
| \$145,000.00 | CONTRACTOR #2 (DIRT/IRRIGATION)     |
| \$220,000.00 | CONTRACTOR #3 (SOD/SOIL AMENDMENTS) |
| \$91,000.00  | CONTRACTOR #4 (BASKETBALL COURTS)   |
| \$11,000.00  | SNACK SHACK                         |
| \$184,200.00 | MISC                                |

**\$846,200.00**

## FUNDERS

|              |                                   |
|--------------|-----------------------------------|
| \$100,000.00 | GREENVILLE LITTLE LEAGUE          |
| \$100,000.00 | DIXIE FIRE COLLABORATIVE          |
| \$100,000.00 | NORTH VALLEY COMMUNITY FOUNDATION |
| \$100,000.00 | IVCSD                             |
| \$500,000.00 | IVRPD                             |

**\$900,000.00**

**NEW PERIMETER FENCES/DUG OUT CAGES/BACKSTOPS**

*All fencing and backstops to be black vinyl coated*

*Each field to include (2) 10' gates and (6) 3' gates*

*Outfields fence to have green "privacy slats" included for durability and wind break*

*All dugouts to be fully fenced in front*

*All new fencing to be Little League approved (at least 5' height)*

*Ball pass throughs to be installed on each side of home plate (2 per field)*

*Back Stops to be 20'x22' with 15'x22' wings, a curve out towards home plate (per drawing)*

*Little league approved equipment cages to be added to each dugout*

*Fence removal to be done prior to dirt work, fence replacement to be done after dirt work, sprinklers and sod*

**\$195,000.00**

|  |   |              |              |                     |
|--|---|--------------|--------------|---------------------|
| GRADE ENTIRE GRASS AREA  | 2 | \$15,000.00  | \$30,000.00  |                     |
| GRADE/RESURFACE INFIELD  | 2 | \$5,000.00   | \$10,000.00  |                     |
| RE SQUARE FIELDS ETC   | 2 | \$2,500.00   | \$5,000.00   |                     |
| <i>Bases, mound, foul poles, etc to be square and Little League approved</i> |   |              |              |                     |
| INSTALL NEW SPRINKLERS/REMOVE OLD SPRINKLERS                                 | 1 | \$100,000.00 | \$100,000.00 | <b>\$145,000.00</b> |

|                            |   |             |              |                     |
|----------------------------|---|-------------|--------------|---------------------|
| SOIL AMENDMENTS/FERTILIZER | 1 | \$25,000.00 | \$25,000.00  |                     |
| FERTILIZER                 | 1 | \$15,000.00 | \$15,000.00  |                     |
| RE-SOD THE ENTIRE PARK     | 2 | \$90,000.00 | \$180,000.00 | <b>\$220,000.00</b> |

|   |   |             |             |             |
|---|---|-------------|-------------|-------------|
| RESURFACE EXISTING BASKETBALL COURT   | 1 | \$35,000.00 | \$35,000.00 |             |
| Saw cut dips and repair/resurface existing court                            |   |             |             |             |
| NEW BASKETBALL COURT  | 1 | \$51,000.00 | \$51,000.00 |             |
| Grade dirt, fill/compact, asphalt surface, and install new basketball hoops |   |             |             |             |
| Paint both courts   | 1 | \$5,000.00  | \$5,000.00  |             |
| Resurface both courts (high level court add on)                             | 1 | \$0.00      | \$0.00      | \$91,000.00 |

**REDO SNACK SHACK**

|  |   |            |            |                    |
|--|---|------------|------------|--------------------|
| <i>BBQ SLAB OUT BACK/FILL IN FRONT</i>   | 1 | \$5,000.00 | \$5,000.00 |                    |
| <i>CONNECT THE 2 BUILDINGS</i>           | 1 | \$1,000.00 | \$1,000.00 |                    |
| <i>COUNTERTOP AND CABINETS INSIDE</i>    | 1 | \$1,500.00 | \$1,500.00 |                    |
| <i>REFRIGERATOR/FREEZER/SINK IN SIDE</i> | 1 | \$2,000.00 | \$2,000.00 |                    |
| <i>FIX ANY EXISTING VANDALISM</i>        | 1 | \$500.00   | \$500.00   |                    |
| <i>INSTALL A MORE SECURE DOOR</i>        | 1 | \$1,000.00 | \$1,000.00 | <b>\$11,000.00</b> |

|   |    |             |             |              |
|---|----|-------------|-------------|--------------|
| SCOREBOARDS                                   | 2  | \$29,000.00 | \$58,000.00 |              |
| SCOREBOARD INSTALLATION                       | 2  | \$2,500.00  | \$5,000.00  |              |
| SECURITY SYSTEM                               | 1  | \$5,000.00  | \$5,000.00  |              |
| PA SYSTEM                                     | 2  | \$3,000.00  | \$6,000.00  |              |
| NEW BLEACHERS                                 | 6  | \$3,000.00  | \$18,000.00 |              |
| NEW BLEACHER PADS                             | 6  | \$2,500.00  | \$15,000.00 |              |
| INSTALL NEW DUGOUTS                           | 2  | \$1,000.00  | \$2,000.00  |              |
| CLEAN UP VOLLEYBALL COURT                     | 1  | \$500.00    | \$500.00    |              |
| INSTALL NEW HORSE SHOE PITS (4)               | 4  | \$500.00    | \$2,000.00  |              |
| 3 CONNEX BOXES                                | 1  | \$7,500.00  | \$7,500.00  |              |
| NEW PICNIC TABLES                             | 8  | \$400.00    | \$3,200.00  |              |
| GRAVEL PARKING LOT                            | 1  | \$10,000.00 | \$10,000.00 |              |
| NEW WATER FOUNTAINS                           | 4  | \$3,000.00  | \$12,000.00 |              |
| NEW BARBECUES                                 | 6  | \$1,500.00  | \$9,000.00  |              |
| AETHETICS (ROCKS/TREES/FLAG/SIGN/FLOWER POTS) | 1  | \$15,000.00 | \$15,000.00 |              |
| YELLOW FENCE TOPPER                           | 2  | \$1,500.00  | \$3,000.00  |              |
| NEW FOUL POLES                                | 4  | \$1,500.00  | \$6,000.00  |              |
| FLAG POLES                                    | 2  | \$1,500.00  | \$3,000.00  |              |
| FOOT MARKERS ON FENCE                         | 10 | \$100.00    | \$1,000.00  |              |
| SPONSORSHIP SIGNS ON FENCE                    | 25 | \$0.00      | \$0.00      |              |
| REMOVABLE LITTLE LEAGUE FENCE                 | 2  | \$1,500.00  | \$3,000.00  | \$184,200.00 |

**OPTIONAL**

|   |   |              |                     |
|---|---|--------------|---------------------|
| CONCRETE INNER AREA FOR AESTHETICS, SAFETY, ETC | 1 | \$150,000.00 | \$150,000.00        |
| LIGHTING  | 1 | \$45,000.00  | \$45,000.00         |
| POLES   | 1 | \$50,000.00  | \$50,000.00         |
| INSTALLATION                                    | 1 | \$25,000.00  | \$25,000.00         |
| COVER BLEACHERS                                 | 7 | \$5,000.00   | \$35,000.00         |
|   |   |              | <b>\$270,000.00</b> |

# Terms of Service

Home » Terms of Service

THESE CivAssist SAAS TERMS OF SERVICE ARE EXPRESSLY INCORPORATED INTO THE SAAS AGREEMENT BETWEEN CIVASSIST (“COMPANY”) AND USER. USER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO.

## 1. DEFINITIONS

The following capitalized terms will have the following meanings whenever used in this Agreement.

**1.1. “User Data”** means all information processed or stored through the SaaS by User or on User’s behalf. User data does not include payment records, credit card information or other information User uses to pay Company, or other information and records related to User’s account, including without limitation identifying information related to User staff involved in payment or other management of such account.

**1.2. “Documentation”** means any documents, either electronic or written) related to use of the SaaS.

**1.3. “Privacy/Security Law”** means privacy and security laws governing Company’s handling of User Data (if any).

**1.4. “SaaS”** means Company’s CivAssist software.

**1.5. “Term”** is defined in Section 11.1 below.

## 2. THE SAAS

**2.1. Use of the SaaS.** During the Term, User may access and use the SaaS pursuant to the terms set forth herein.

**2.2. Documentation.** User may reproduce and use the Documentation solely as necessary to support Users’ use of the SaaS.

**2.3. SaaS Revisions.** Company may revise SaaS features at any time, including without limitation by removing features and functions at its own discretion. If any such revision to the SaaS materially reduces features or functionality, User may terminate this Agreement without cause.

### 3. PAYMENT

**3.1. Subscription Fees.** User shall pay Company the fee set forth on the first page (the "Subscription Fee") for each Term. Company's invoices are due upon receipt. Company will not be required to refund the Subscription Fee under any circumstances.

### 4. USER DATA & PRIVACY

**4.1. Use of User Data.** Company shall not: (a) access, process, or otherwise use User Data other than as necessary to facilitate the SaaS; or (b) give User Data to any third party, except Company's subcontractors that have a need for such access to facilitate the SaaS and are subject to a reasonable written agreement governing the use and security of User Data. Company: (a) shall exercise reasonable efforts to prevent unauthorized disclosure or exposure of User Data; and (b) shall comply with all Privacy/Security Laws that are applicable both specifically to Company and generally to data processors in the jurisdictions in which Company does business and operates physical facilities.

**4.2. Privacy Policy.** User acknowledges Company's privacy policy, and User recognizes and agrees that nothing in this Agreement restricts Company's right to alter such privacy policy.

**4.3. Erasure.** Company will not permanently erase User Data if User's account is delinquent, suspended, or terminated. User Data can be archived and available to the User during the Term of this Agreement.

**4.4. Required Disclosure.** Notwithstanding the provisions above of this Article 4, Company may disclose User Data as required by applicable law or by proper legal or governmental authority. Company shall give User prompt notice of any such legal or governmental demand and reasonably cooperate with User in any effort to seek a protective order or otherwise to contest such required disclosure, at User's expense.

**4.5. Risk of Exposure.** User recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS, User assumes such risks. Company offers no representation, warranty, or guarantee that User Data may not be exposed or disclosed through errors or the actions of third parties.

**4.6. Data Accuracy.** Company shall have no responsibility or liability for the accuracy of data uploaded to the SaaS by User, including without limitation User Data and any other data uploaded by Users.

## **5. USER'S RESPONSIBILITIES & RESTRICTIONS**

**5.1. Acceptable Use.** User shall not: (a) use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit the SaaS; (b) provide SaaS passwords or other log-in information to any third party; (c) share non-public SaaS features or content with any third party; (d) access or use the SaaS in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the SaaS, or to copy any ideas, features, functions or graphics of the SaaS; or (e) engage in web scraping or data scraping on or related to the SaaS, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that it suspects any breach of the requirements of this Section 5.1, including without limitation by Users, Company may suspend User's access to the SaaS without advanced notice, in addition to such other remedies as Company may have. This Agreement does not require that Company take any action against User or other third party for violation of the terms herein, this Section 5.1, or this Agreement, but Company is free to take any such action it sees fit.

**5.2. Unauthorized Access.** User shall take reasonable steps to prevent unauthorized access to the SaaS, including without limitation by protecting its passwords and other log-in information. User shall notify Company immediately of any known or suspected unauthorized use of the SaaS or breach of its security and shall use best efforts to stop said breach.

**5.3. Compliance with Laws.** In its use of the SaaS, User shall comply with all applicable laws, including without limitation Privacy/Security laws.

**5.4. Users & SaaS Access.** User is responsible and liable for: (a) Users' use of the SaaS, including without limitation unauthorized User conduct and any User conduct that would violate the provisions of this Agreement applicable to User; and (b) any use of the SaaS through User's account, whether authorized or unauthorized.

## **6. IP & FEEDBACK**

**6.1. IP Rights to the SaaS.** Company retains all right, title, and interest in and to the SaaS, including without limitation all software used to provide the SaaS and all graphics, user interfaces, logos, and trademarks reproduced through the SaaS. This Agreement does not grant User any intellectual property license or rights in or to the SaaS or any of its components, except to the limited extent that such rights are necessary for User's use of the SaaS as specifically authorized by this Agreement. User recognizes that the SaaS and its components are protected by copyright and other laws.

**6.2. Feedback.** Company has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that User, User's Clients, or other Users give Company, and nothing in this Agreement or in the parties' dealings arising out of or related to these Terms will restrict Company's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting User. Feedback will not be considered User's trade secret. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Company's products or services.)

## 7. CONFIDENTIAL INFORMATION

**7.1. "Confidential Information"** refers to the following items Company discloses to User: (a) any document Company marks "Confidential"; (b) any information Company orally designates as "Confidential" at the time of disclosure; (c) any other nonpublic, sensitive information User should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in User's possession at the time of disclosure; (ii) is independently developed by User without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of User's improper action or inaction; or (iv) is approved for release in writing by User. User is on notice that the Confidential Information may include Company's valuable trade secrets.

**7.2. Nondisclosure.** User shall not disclose Confidential Information to any other third party without Company's prior written consent. Without limiting the generality of the foregoing, User shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. User shall promptly notify Company of any misuse or misappropriation of Confidential Information that comes to User's attention. Notwithstanding the foregoing, User may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. User shall give Company prompt notice of any such legal or governmental demand and reasonably cooperate with Company in any effort to seek a protective order or otherwise to contest such required disclosure, at Company's expense.

**7.3. Injunction.** User agrees that: (a) no adequate remedy exists at law if it breaches any of its obligations in this Article 7; (b) it would be difficult to determine the damages resulting from its breach of this Article 7, and such breach would cause irreparable harm to Company; and (iii) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that Company prove actual damage or post a bond or other security. User waives any opposition to such injunctive relief or any right to such proof, bond, or other security. (This Section 7.3 does not limit either party's right to injunctive relief for breaches not listed.)

**7.4. Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Company will retain all right, title, and interest in and to all Confidential

Information.

**7.5. Exception & Immunity.** Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), User is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) Immunity. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

## **8. REPRESENTATIONS & WARRANTIES**

**8.1. From Company.** Company represents and warrants that it is the owner of the SaaS and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the SaaS set forth in this Agreement without the further consent of any third party. Company's representations and warranties in the preceding sentence do not apply to use of the SaaS in combination with hardware or software not provided by Company. In case of breach of the warranty above in this Section 8.1, Company, at its own expense, shall promptly: (a) secure for User the right to continue using the SaaS; (b) replace or modify the SaaS to make it non infringing; or if such remedies are not commercially practical in Company's reasonable opinion, (c) refund the fees paid for the SaaS for every month remaining in the then-current Term following the date after which User access to the SaaS ceases as a result of such breach of warranty. If Company exercises its rights pursuant to Subsection 8.1(c) above, User shall promptly cease all use of the SaaS and all reproduction and use of the Documentation and erase all copies in its possession or control. This Section 8.1, in conjunction with User's right to terminate this Agreement where applicable, states User's sole remedy and Company's entire liability for breach of the warranty above in this Section 8.1.

**8.2. From User.** User represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the SaaS; and (c) it is a governmental entity, corporation, limited liability company,

partnership, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.

**8.3. Warranty Disclaimers.** Except to the extent set forth in Section 8.1 above, USER ACCEPTS THE SAAS "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) COMPANY HAS NO OBLIGATION TO INDEMNIFY OR DEFEND USER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SAAS WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SAAS IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT USER DATA WILL REMAIN PRIVATE OR SECURE.

## **9. INDEMNIFICATION.**

User shall defend, indemnify, and hold harmless Company and the Company Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to User's alleged or actual use of, misuse of, or failure to use the SaaS, including without limitation: (a) claims by Users or by User's employees, as well as by User's own Users; (b) claims related Data Incidents (as defined below); (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the SaaS through User's account, including without limitation by User Data; and (d) claims that use of the SaaS through User's account, including by Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. INDEMNIFIED CLAIMS INCLUDE, WITHOUT LIMITATION, CLAIMS ARISING OUT OF OR RELATED TO COMPANY'S NEGLIGENCE. EXCEPT FOR COMPANY'S SOLE NEGLIGENCE. User's obligations set forth in this Article 9 include, without limitation: (i) settlement at User's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys' fees incurred before Users' assumption of the defense (but not attorneys' fees incurred thereafter). If User fails to assume the defense on time to avoid prejudicing the defense, Company may defend the Indemnified Claim, without loss of rights pursuant to this Article 9. Company will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or a Company Associate admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation. ("Company Associates" are Company's officers, directors, employees, agents, shareholders, parents, subsidiaries,

agents, successors, and assigns. A "Data Incident" is any (1) unauthorized disclosure of, access to, or use of User Data, including without limitation Excluded Data, or (2) violation of Privacy/Security Law through User's account. Data Incidents include, without limitation, such events caused by User, Company, User's users or other users, hackers, and any other third party.)

## 10. LIMITATION OF LIABILITY

**10.1. Excluded Damages.** Except with regard to breaches of Article 7 (Confidential Information), IN NO EVENT WILL COMPANY OR USER BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

**10.2. Clarifications & Disclaimers.** THE LIABILITIES LIMITED BY THIS ARTICLE 9 APPLY TO THE BENEFIT OF COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF USER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. User acknowledges and agrees that Company has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages in this Article 10 and that such terms form an essential basis of the bargain between the parties. If applicable law limits the application of the provisions of this Article 9, Company's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Company's liability limits and other rights set forth in this Article 9 apply likewise to Company's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

## 11. TERM & TERMINATION

**11.1. Term.** The term of this Agreement (the "Term") will commence on the Effective Date and continue for the period set forth in the first page herein. Thereafter, the Term will renew for successive periods, unless either party refuses such renewal by written notice before the renewal date, or within 30 days of receipt of invoice for subscription renewal.

**11.2. Termination for Cause.** Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.

**11.3. Effects of Termination.** Upon termination of this Agreement, User shall cease all use of the SaaS.

## 12. MISCELLANEOUS

**12.1. Independent Contractors.** The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

**12.2. Notices.** Company may send notices pursuant to this Agreement to User's email contact points provided by User, and such notices will be deemed received 72 hours after they are sent. User may send notices pursuant to this Agreement to an email address designated by Company and such notices will be deemed received 72 hours after they are sent. In addition, User is on notice and agrees that: (a) for claims of copyright infringement, the complaining party may contact an email address designated by Company; and

**12.3. Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

**12.4. Assignment & Successors.** User may not assign this Agreement or any of its rights or obligations hereunder without Company's express written consent. Except to the extent forbidden in this Section 12.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

**12.5. Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

**12.6. No Waiver.** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

**12.7. Choice of Law & Jurisdiction:** This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of California, including without limitation applicable federal law. The parties consent to the personal and exclusive jurisdiction of the

state courts of Mendocino County, California. This Section 12.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

**12.8. Conflicts.** In the event of any conflict between this Agreement and any Company policy posted online, including without limitation Privacy Policy, the terms of this Agreement will govern.

**12.9. Construction.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

**12.10. Technology Export.** User shall not: (a) permit any third party to access or use the SaaS in violation of any U.S. law or regulation; or (b) export any software provided by Company or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, User shall not permit any third party to access or use the SaaS in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

**12.11. Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

**12.12. Amendment.** Company may amend this Agreement from time to time by posting an amended version at its Website and sending User written notice thereof. Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the "Proposed Amendment Date") unless User first gives Company written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of User's next Term following the Proposed Amendment Date (unless User first terminates this Agreement pursuant to Article 11, Term & Termination). User's continued use of the Service following the effective date of an amendment will confirm User's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by authorized representatives of each party. Company may revise the Privacy Policy and Acceptable Use Policy at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted; provided if such amendment materially reduces User's rights or protections, notice and consent will be subject to the requirements above in this Section 12.12.

**LETTERHEAD  
DATE/TIME  
ADDRESS  
WEBSITE/ZOOM LINK  
BOARD MEMBERS**

Public comment is limited to two minutes per person during the public comment section. After the Board discusses an action item the public may also have an additional 2 minutes to discuss only that specific action item, before the Board approves the motion. The Board can request comments from a public member any time, but it must be initiated by a member of the Board. Public comment may also be submitted in writing prior to the meeting and be read by staff. Responses by the Board will generally be given in writing.

**CALL TO ORDER: ROLL CALL**

1. **APPROVE MINUTES:** Approve minutes from prior month's meeting(s)
2. **OPERATOR'S REPORT:** See operators report
3. **OFFICE REPORTS:** See office reports
4. **UNFINISHED BUSINESS:**
5. **NEW BUSINESS:**
  - a) Additional items of discussion by board members
6. **ACTION ITEMS:**
7. **PUBLIC COMMENT:** Public may address the board regarding any matter related to WCSD. There is a 3 minute time limit per person. Public may also comment on each action item on the agenda after the board discusses it but before they vote. 3 minute limit per person, per action item. The board will not respond to the comments during the meeting but will follow up in writing. This is to allow for a smooth, professional, respectful meeting where everyone can be heard and stay on topic. Another option for communicating with the board is to submit a letter prior to the meeting for them to review
8. **CLOSED SESSION:**
9. **ADJOURN:** This agenda was posted at the Weott Post Office at least 72 hours prior to the meeting. The Americans with Disabilities Act provides that no qualified individual shall be excluded from participation in, or denied the benefits of, District business. If you need assistance to participate in this meeting, please contact the District Office 24 hours prior to the meeting at (707) 572-8581 or 707-946-2367. Materials related to items on this agenda are available for public inspection.

**Item 1. Introduction** – Chair of the Committee, Crystal Leininger and two Board Members, Wanda Carpenter and Dan Kearns

Thank you all for the public participation both here in the office and virtually on Zoom.

At any time during the meeting, for the folks who are on Zoom, please type your questions in the Zoom chat, raise your hand or just announce you have a question.

We will be sure to get those questions answered as we move through the meeting.

**Item 2. Public Comment**

**Item 3. The purpose, inventory process and timeline of the Ad Hoc Committee**

This committee is all volunteer that combines grant administration knowledge, Banking expertise and best business practices.

Due to the financial reliance on grants, the District must have an accurate financial account of all applied for grants and active grants which are significantly important to inform a yearly budget for the District.

The District Board has formed the committee and given the committee members authorization to request grant information from grantors to fill recordkeeping gaps and

To understand the current financial grant obligations and revenues; and, any future obligations should a grant be awarded. Again, this information is key to building an effective budget for the District.

These grants are a combination of state, federal and foundation grants. Grant administration of state and federal grants is governed by California regulations and

Federal Regulations codified in the Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200 – the Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.

These regulations are intended to ensure accountability, transparency and the effective use of taxpayer dollars.

Please see the handouts provided for state and federal regulations.

The regulations are all based on proper accounting principles, financial reporting and proper documentation that justify the release of grant funds.

To initiate the Grant process, Grant applications are submitted to grant programs and if awarded a grant agreement is executed which is a legal binding contract. Under the grant agreement there is a line-item budget that describes tasks outlining the work to be

performed, a timeline in which to complete the task and a stated deliverable for the work performed described in the task.

When invoices from contractors are submitted to the grantee, the grantee will immediately complete a detailed invoice for submission to the grantor that includes back up documentation justifying the costs detailed in the invoice to the grantor.

Payment for contractor invoices is held until monies are transferred from the grantor to the grantee. This hold time can be anywhere from 30 to 60 to 90 days.

It is critical to ensure that invoices are submitted in a timely manner, not held over for any length of time and that the accounting is accurate.

For example, a week ago an invoice was submitted to DWR that included 2024 and 2025 invoices.

Payment was paid out from the District budget to the contractors in 2024 and 2025 before receipt of monies from DWR were received by the District.

Grantors do not expect that the grantees to have the capacity to advance contractor costs before receiving funding from the grantor – that's why grants exist.

It is very difficult to reconcile a yearly budget when monies paid out in one year are reimbursed later in another year.

That issue may sometimes occur in the period between December and January; however, this is late in the budget year for invoicing 2024 costs to the project.

Quarterly reports are required to summarize the work completed. This written communication to the grantor that memorializes in writing that the project is on time, within budget and progressing, according to the Grant Agreement.

Grantors are obligated to track the progress of a project to ensure that project does not become a stranded project.

There can be severe consequences to the grantee if the grantee fails to complete the project because grant monies are insufficient.

An example, recently, an email was sent to the District explaining that the FEMA grant was due to expire on August 20 unless written communication was submitted to FEMA to extend the end date of the grant.

This late notice was not just warning for a small issue like missing a task deliverable date, the notice was for the entire grant.

The grant performance period was from 7/1/2022 through 6/30/2024 and the amount of the grant is \$7,000,000.

Key infrastructure was agreed to be constructed with funds from the FEMA grant and may be in jeopardy due to deferred grant administration during the entire life of the grant.

Let me emphasize that written, as well as verbal, communication with the grantor is obligatory to ensure successful grant administration.

Susan had direct communication with the FEMA grant manager, and she will be able to explain more about the conversation.

To move on with the discussion, often, grants require a match contribution from the grantee.

Depending on the percentage of the match requirement, when the grantee receives the funds from the grantor to pay grant costs, the grantee must contribute their own funds, determined by the match percentage that should be obligated in the grantee's budget.

If there is a 10% match then the grantor would pay 90% of the invoice and the grantee will contribute 10% of their own funds to pay the invoice.

An example, the District was awarded a US Forest Service Grant in the amount of \$180,110 with a 50% match.

The District must obligate \$90,055 in the District budget spread out between years depending on the work schedule to ensure that the District will have the funds available to contribute to the grant invoices.

Any application for grants and any Grant Agreement must be approved by the Board and evidenced by a Board Resolution to the grantor.

Any changes to grant budgets must also be approved by the Board due to the direct impact to the grantor's budget. This is a standard internal control policy for very good reasons.

For example, 2 changes orders were issued under a DWR grant that came directly out of the District budget totaling \$97,916. This is common with construction grants. Hopefully, there was a 10% contingency written into the grant to draw on for some of the change order costs.

Reporting this information to grantee's board is a must due to the direct impact to the grantee's budget.

This committee is charged with providing the District with important information regarding only grants to complete an effective budget. The committee will compile what obligations

must still be met, what revenues are still left to be invoiced and if the grants are up to date with all reporting obligations.

This committee is not charged to be an oversight committee. The committee is a technical work group to research and compile financial information that District may use to prepare a solid budget.

There has been concern that private information may be exposed in the inventory process.

All grant information is available to the public and should not include any sensitive private information.

The committee has in place two internal controls. Brandy, a VP at Plumas Bank who will serve as one internal control to ensure that no private information will become included in the inventory.

In addition, all the accounting information will be provided to the two participating Board members for a second review before disseminating to the committee members for compiling accurate reports.

**Item 4. Introduction of Committee Members.**

**Item 5. Current (but not limited to) List of Applied for and Active Grants**

- California Department of Water Resources – IRWM
- California Department of Water Resources - SCDR
- Federal Emergency Management Agency
- Plumas County – BRIC Grant
- Plumas County – Safety Center (Agreement)
- North Valley Community Foundation – Biomass Project
- US Forest Service Biomass Project – Biomass Project
- US Environmental Protection Agency

**Item 6. Outreach Assignments of Grant Managers and Financial Institution Representatives to Committee Members**

The committee will split the grantors and grant reviews between me, Susan and Lucas. Brandy will review the transfer of monies from the grantor to the grantee to reconcile the funds received and funds distributed. Susan is compiling and reviewing information on the FEMA Grant, I am reviewing and compiling information on the State and County Grants and Lucas is reviewing and compiling information on the Foundation Grants.

On a weekly basis a report will be submitted to the District Board and a final report at the end of 4 weeks, unless extended with District Board approval. All the reports will be public information.

**Item 7. Request Board Action Amend District Resolution establishing the Ad Hoc Committee.**

There is a request to add indemnification for Ad Hoc Committee members and language that guarantees that all reports will be made public. This request and language will be presented to District Board at their next meeting.

**Item 8. Set Next Meeting Date (One-week intervals for 4 weeks)**

Depending on the inventory process, the next meeting may overlap a week by a day or two. Please be sure to monitor the District website for the next scheduled meeting.

That concludes our first meeting. Thank you so much for your participation and feedback.

Meeting adjourned at 5:30 p.m.

**JOB DESCRIPTION FOR ADMINISTRATIVE ASSISTANT II PART TIME/TEMPORARY**

**Assist Billing Specialist, Administrative Assistant, and General Manager with general office functions as needed.**

# AGT

For monthly accounting services including performing reconciliation and making adjusting journal entries we would quote \$2,500/month for routine monthly services with the option for an evaluation after the first quarter of services, including evaluation of adequacy of the fee and services being provided. Seasonal or extra projects would be outside the scope of these services. This would also be under the assumption that we are able to access the accounting system remotely. If you were to anticipate switching to QuickBooks or QuickBooks Online (QBO), we have several QBO experts on staff that have extensive experience using these systems and could assist with a transition. Our firm does have the capacity and the knowledge to perform these services. Since we are auditors, we also know what auditor's would be looking for when reviewing your financial statements.

For annual audit services our quote for the first year is \$27,000. First year audits tend to run higher as there is a set up cost, then audit fees going forward will be less as the setup cost is no longer in consideration. Our audit team uses a thorough approach and methodology that adheres to the standards. The financial statements that you receive are vetted for quality by our multiple layers of review and our team is very communicative and proactive throughout the process. We are also able to provide references from other audit clients of ours if you would like their contact information.

Please let me know if you have any questions or would like to discuss further before we put this into a formal quote.

# Fees and Expenses

## Standard Hourly Billing Rates for Professional Personnel

|                        | Professional Fees<br>Per Hour |        |
|------------------------|-------------------------------|--------|
|                        | Standard                      | Quoted |
| Partner                | \$ 325                        | \$ 244 |
| Manager                | \$ 275                        | \$ 206 |
| Professional Staff     | \$ 175                        | \$ 131 |
| Clerical/Support Staff | \$ 75                         | \$ 56  |

## Total All-Inclusive Maximum Price Proposed Fee Schedule

|  | Hours | Hourly<br>Rate | 3-Year Period    |                  |                  | Optional 2-Year  |                  |  |
|--|-------|----------------|------------------|------------------|------------------|------------------|------------------|--|
|  |       |                | 2025             | 2026             | 2027             | 2028             | 2029             |  |
| <b>Base audit fees:</b>                            |       |                |                  |                  |                  |                  |                  |  |
| Partner  | 17    | \$ 244         | \$ 4,140         | \$ 4,430         | \$ 4,740         | \$ 5,119         | \$ 5,477         |  |
| Manager  | 43    | \$ 206         | 8,869            | 9,490            | 10,154           | 10,966           | 11,734           |  |
| Professional Staff                                 | 36    | \$ 131         | 4,725            | 5,056            | 5,410            | 5,842            | 6,251            |  |
| Clerical/Support Staff                             | 13    | \$ 56          | 731              | 782              | 837              | 904              | 968              |  |
| Total base audit fees                              | 109   |                | \$ 18,465        | \$ 19,758        | \$ 21,141        | \$ 22,832        | \$ 24,430        |  |
| Onboarding fee                                     |       |                | 2,500            | -                | -                | -                | -                |  |
| <b>Net professional Fees</b>                       |       |                | <b>\$ 20,965</b> | <b>\$ 19,758</b> | <b>\$ 21,141</b> | <b>\$ 22,832</b> | <b>\$ 24,430</b> |  |
| Plus allowance for out-of-pocket expenses (Note 1) |       |                | 1,500            | 1,605            | 1,717            | 1,855            | 1,985            |  |
| <b>Total all-inclusive maximum price fee</b>       |       |                | <b>\$ 22,465</b> | <b>\$ 21,363</b> | <b>\$ 22,858</b> | <b>\$ 24,687</b> | <b>\$ 26,415</b> |  |
| Monthly bookkeeping fees                           |       |                | 1,200            | 1,284            | 1,374            | 1,484            | 1,588            |  |

Monthly bookkeeping to include reconciling accounts, preparation of reporting package to the Board which will include monthly financial reports with check registers and deposits ledgers. Additional fees may apply based on the work requested.

Note 1 - Expenses are invoiced as incurred at actual amounts, this is our best estimate of what we expect to incur at the time of proposal. Expenses will be invoiced at actual up to this amount.

Omits pennies so some rounding errors are present.

The above fees anticipates that your books and records will be audit ready on scheduled dates. Should there be additional unanticipated work to be completed, rescheduling as a result of your staff's time, or other situations that require additional time on our part, will result in additional fees.

You will be notified of any change in fees prior to us performing additional work. Monthly bookkeeping fees will be discussed in detail with our contractor.

## **Administrative Assistant/ Board Clerk Job Description**

**Communication & Coordination:** Answering and direction phone calls, managing emails and mail, and serving as the primary point of contact for internal and external inquiries.

**Document Management:** Preparing, editing, and proofreading documents, maintaining efficient physical and digital filing systems.

**Office Operations:** Tracking and ordering office supplies, coordination with vendors, and ensuring the overall smooth functioning of the office.

**Administrative Support:** Supporting team members and managers with various task.

**Meeting Management:** Preparing, organizing, and distributing agendas and information packets for board.

**Compliance:** Ensuring al actions, records, and proceeding comply with applicable state and federal law, rules and polices.

**Jessica Johnson**

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**From:** EJ's Quality Doors <ejdoors@outlook.com>  
**Sent:** Tuesday, August 19, 2025 9:37 AM  
**To:** Jessica Johnson  
**Subject:** Estimate from EJ's Quality Doors

Dear Jessica:

Thank you for giving us an opportunity to take care of your service needs.

Below and attached is your estimate for the services you requested. Should you have any questions or concerns, please feel free to call us at (530) 258-9566

Please note: our estimates are valid for 30 days.

**Estimate**

| Description            | Qty  | Unit Cost | Total    |
|------------------------|------|-----------|----------|
| Lock Work Service Call |      |           |          |
| Service Call           | 1.00 | \$200.00  | \$200.00 |
| Re-Key Locks           |      |           |          |
| Re-Key Locks           | 2.00 | \$85.00   | \$170.00 |

\$370.00

Estimate Total:

View & Accept Estimate Online → <<https://shortenme.co/4OgWE8QL>>

Thank You,

EJ's Quality Doors  
(530) 258-9566  
PO Box 553  
Chester, CA 96020

<<https://emailtracking.servicefusion.com/wf/open?upn=u001.NCr8mY98Ynq83foLmwt4vSAR9TQifFAkBTC83gd3JDEgly-2BBdLPqUbUUakzTlbsEvFpXAqwng5USm7myZd7peHFYw8nl7fYQHa1oTvmRQhaPI3j1-2F-2By3DdxX0xO-2Fz5zPWgOhtjAVCWqLeEFnKgeYtxqNkEu3blxyQ0p-2BvZ3SyNwFpsPwa5Eb5GFTTyNxCiUokytC2EPqy-2F6bnM29DxX5qkzps2mOCp1oC5p8ScQbOwk-3D>>  
<<https://admin.servicefusion.com/emailActivityLog/updateLog?trackId=6b8bc7f40f895add72396d73492e98ff>>