

INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT  WATER SYSTEM

12781 SIR FRANCIS DRAKE BLVD • P.O. BOX 469 • INVERNESS CA 94937 • (415) 669-1414

Board of Directors

AGENDA

Regular Meeting

Tuesday, May 21, 2024

4:00 p.m.

Inverness Firehouse, 50 Inverness Way

1. **Call to Order; Attendance Report**
2. **Public Expression:** Opportunity for members of the public to address the Board on matters under the Board's jurisdiction but not on the posted agenda. Directors or staff "*may briefly respond to statements made or questions posed*" during Public Expression, but "*no action or discussion shall be undertaken on any item not appearing on the posted agenda*" (Gov. Code §54954.2(a)(3)). Members of the public may comment on any item listed on the posted agenda at the time the item is considered by the Board.
3. **Approval of Minutes:** Regular meeting of April 16, 2024
4. **Wilson/Heron Request for Reduction of HighWater Usage Charge**

The State of the District

5. **Management Report:** Shelley Redding
 - Cash On Hand Report for April 2024
 - Capital Projects Plan and Reserve Accounts
 - 2024 New Service Connection Fee
 - Water System Rates Discussion
 - LAFCO MSR - Jurisdictional Boundary Adjustment
6. **Water System Report**
 - April 2024, Senior Water Operator Ken Fox
 - Colby/Seahaven Tank Replacement Project Update – Chief of Operation Jim Fox
 - Water System SCADA Project Update – Chief of Operations Jim Fox
7. **Fire Department Report**
 - April 2024, Fire Chief Jim Fox
 - April 2024 Marin Wildfire Prevention Authority (MWPA) – Assistant Chief Briggs
 - Emergency Radio Authority (MERA) update – Chief Jim Fox

The Business of the District

8. **Approve Expenditures and Credit Card Charges:** April 2024
9. **Accept and Approve FY 2023-2024 Budget Amendment**
10. **Extension of 2023/24 Operating Budget into FY 2024/25:** Authorization to continue funding operations at the same level as under the current (2023/24) year's budget for up to 60 days of FY 2024/25.
11. **Ordinance 113-2024:** Amending Water System Regulation 301 to Set Water Rates Effective July 1, 2024 (CPI Adjustment).
12. **Resolution 284-2024:** Calling an Election on November 5, 2024, for Members of the Board of Directors.

Material provided in the meeting packet is available on the District's website, www.invernesspubd.org, or by contacting the District office.

Items may not be taken up in the order shown on this Agenda.

For assistance in participating in this event due to a disability as defined under the ADA, please call in advance to (415) 669-1414.

THE PUBLIC IS CORDIALLY INVITED TO ATTEND AND TO COMMENT ON AGENDA ITEMS

BOARD OF DIRECTORS: KATHRYN DONOHUE, PRESIDENT • KENNETH J. EMANUELS, VICE PRESIDENT
DAVID PRESS, TREASURER • BRENT JOHNSON • DAKOTA WHITNEY



SHELLEY REDDING, GENERAL MANAGER/CLERK OF THE BOARD
JAMES K. FOX, CHIEF OF OPERATIONS (FIRE CHIEF, WATER SYSTEM SUPERINTENDENT)

13. **Acceptance of Extra-Help Work Agreements with Annuitants for Fiscal Year 2024-2025:** Agreements with Wade B. Holland and Kaaren S. Gann for extra-help employment during FY 2024-2025.
14. **Consider and Approve Letter to California State Senator Scott Weiner, Chair, Senate Budget Committee Opposing the Governor's Budget Proposal regarding Charter Schools Eligibility for ERAF.**
15. **Employee Pay Rates for FY 2024/25:** Approve the proposed pay rates for FY 2024/25, which reflect the 3.67% annual change in the San Francisco Bay Area Consumer Price Index for All Urban Consumers (CPI-U).
16. **Consider and Approve Employment Placement Agreements with Occupational Technical Services:** Approve the execution of two (2) agreements for Direct Hire and Contract-to-Hire for Water Supervisor Positions.
17. **Committee Meetings/Reports**
 - **Personnel Committee Report**
18. **Closed Session:** Public Employee Performance Evaluation (General Manager) pursuant to Gov. Code Sec. 54957
19. **Re-Convene in Open Session:** Report on Action Taken in Closed Session
20. **Ordinance 114-2024:** Setting General Manager Compensation for Fiscal Year 2024-2025
21. **Adjournment**

Posted: 5/17/2024



Inverness Public Utility District
Board Meeting

Agenda Item No. 1

Call to Order; Attendance Report



Inverness Public Utility District Board Meeting

Agenda Item No. 2

Public Expression

Opportunity for members of the public to address the Board on matters under the Board's jurisdiction but not on the posted agenda.

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Inverness Public Utility District
Board Meeting

Agenda Item No. 3

Meeting Minutes



INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT ✧ WATER SYSTEM

POST OFFICE BOX 469, INVERNESS, CA 94937

OFFICE: 12781 SIR FRANCIS DRAKE BLVD., SUITE 5, INVERNESS, CA

415-669-1414 📞 WWW.INVERNESSPUD.ORG 🌐 ADMIN@INVERNESSPUD.ORG

**Board of Directors
Minutes, Re-Scheduled Regular Meeting
Tuesday, April 16, 2024, 4:00 p.m.
Inverness Firehouse, 50 Inverness Way, Inverness CA**

1. Call to Order; Attendance Report

President Donohue called the meeting to order at 4:02 p.m.

Directors Present: Kathryn Donohue, Ken Emanuels, Dakota Whitney, Brent Johnson

Directors Delayed: David Press

Directors Absent: None

Staff Present: Shelley Redding, General Manager; Jim Fox, Chief of Operations; David Briggs, Assistant Fire Chief; Ken Fox, Sr. Water Operator

2. Public Expression: No one responded to the invitation to address the Board.

3. Approval of Minutes: Regular Meeting of March 19, 2024

GM/Clerk Redding noted that the sentence in item 4, sub-section Marin LAFCo and NMWD stating “*Director Emanuels volunteered to discuss the issue if no other Board Member were available*” did not occur during the meeting but was conveyed via an email communication. She would remove it from the meeting minutes.

M/S Johnson/Emanuels to approve the minutes of the Regular Meeting of March 19, 2024, but with the correction of the sentence being removed from the minutes as noted by GM/Clerk Redding. AYES 4, NOES 0

Director Press arrived at 4:08 pm.

4. Management Report

FY 2023-2024 3rd Quarter Financial Reports

Budget V. Actual Report: General Manager Redding presented the 3rd Quarter Financial Reports with a year-to-date budget analysis. She noted that there will need to be some decreased revenue adjustments to both the TOT budget and the Water Usage budget. She did note however that the budget amount from interest earnings would be increased. She also noted increased costs associated with Operational and Administrative Services, including utilities, supplies, and fuel. Additionally, she noted that the budget projections for staff costs were overestimated and will reflect a decrease in costs. She also stated that she plans to bring an amended budget for FY 2023-2024 to the Board for approval at the next meeting in May.

Cash Report/Reserve Funds: GM Redding noted the Cash Report which also shows a summary of the Reserve Accounts held in LAIF listed by Fund. She also noted that the 3rd quarter interest for the deposits in LAIF was received in April and amounted to over \$15,000. She also noted that the District received most of the 2nd County disbursement of Ad Valorem Revenue in April. She noted that after discussion with Bookkeeper Kaaren Gann, she initiated a transfer of funds from both checking accounts into LAIF which totaled \$784,000. This transfer will be able to benefit from increased interest rate revenue for the 4th quarter of FY 2023-2024.

District 5-Year Capital Project Plan:

GM Redding presented the draft of the current District’s 5-Year Capital Projects Plan. She noted that with the Cash Report showing the Reserve Funds, the request from Director Johnson at the previous meeting prompted

BOARD OF DIRECTORS: **KATHRYN DONOHUE**, PRESIDENT • **KENNETH J. EMANUELS**, VICE PRESIDENT
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SHELLEY REDDING, GENERAL MANAGER • **JAMES K. FOX**, CHIEF OF OPERATIONS

Staff to work on a better report that will demonstrate the District's ability to achieve the Capital Project plans as scheduled. She noted that the new report will be provided at the next Board meeting in May.

Hazard Mitigation Planning and Preparations with County of Marin-Update

GM Redding provided a report after the submission of a Letter of Interest to the Marin County OEM for IPUD to be added to the Extension Grant Application for the current FEMA Approved 5-year plan for the County. She also provided screenshots of the County OEM website with interactive mapping that show the areas and the scale of vulnerability to specific hazards. Discussion as to source of data for website, accuracy, and benefits the District and Community would achieve by being added to the County plan. Discussion about future activity with IPUD staff, County staff and a potential for a community meeting in the future to outline the effort.

5. Water System Report:

March 2024: Senior Water Operator Ken Fox presented the Water System report for March 2024. He highlighted some of the data presented and noted that the rainfall recorded through April 15, 2024 was now over 40". He also noted that the report shows previous year's comparisons.

Colby/Seahaven Tank Replacement Project Update: Chief of Operations Jim Fox reported that there have been additional survey activities, and he was awaiting the finalization of the reports as well as the draft drawings for the two sites for review. GM Redding provided a copy of the DWR Quarterly Project Report she submitted. Director Emanuels asked about the timeline and if there was any concern about the project completion. COP Fox stated he too has posed this question to the Engineer and there did not seem to be any concern.

Water System SCADA Project Update: Senior Water Operator Ken Fox reported on the SCADA project, noting that he redrew the schematics and provided notes to the IT Contractor CORE. He also summarized the project that the project is to update the general SCADA operations and replace the PLC's and have them programmed to all run independently. COP Fox noted that the next step is another site visit from CORE to finalize the schematics and then draw up the plan for the process. He also reported that due to the increased rainfall, it is a good time to tackle this project because the water availability is higher and the demand is low on the system, allowing for components to be taken offline without a big impact to water delivery.

6. Fire Department Report: March 2024

Activity Report: Chief Fox presented the monthly report of the Fire Department's activities. He reported on a joint training attended by several volunteers at the Coast Guard site, with Marin County Fire. He also noted Assistant Chief Briggs is facilitating a donation of the old, barely used SCBA's to an organization that provides equipment to underserved areas around the world. The new SCBA's purchased with the FEMA grant in collaboration with other West Marin Fire Agencies were put into service due to new regulations.

Marin Wildfire Prevention Authority (MWPA) Report: A monthly activity report was presented to the Board. Chief Fox noted that there was a meeting with the Environmental Consultant Panorama to go over the drafted packet for the public Works plan being submitted to the Coastal Commission for the West Marin CORE plan. Discussion about activity windows for MWPA work. It was noted that the District has submitted its Local and Defensible Space plans for 2024-2025 and has submitted a request for the purchase of a utility task vehicle (UTV) along with a chipper to use for mitigation activities and emergency response on fire roads.

Marin Emergency Radio Authority (MERA) Update: Chief Fox noted that the only activity is discussions with staff for determining the best pagers for Volunteers and how they will work with the new MERA system.

7. Approval of Expenditures and Credit Card Charges: March 2024

General Manager Redding presented the March 2024 expenditures and credit card ledgers for approval. GM Redding noted that the payments being made to Brelje & Race Engineers are being made from a separate bank account to maintain operations cash flow. The invoices paid will be reimbursed with the grant from DWR. Director Emanuels asked about the payment to Riley Hurd. GM Redding noted that was a billing pertaining to the North Marin Water District Intertie Agreement renewal.

M/S Whitney/Emanuels to approve the March 2024 expenditures and credit card purchases as presented. AYES 5, NOES 0

8. Accept and Approve FY 2022-2023 Financial Audit Report

GM Redding presented an informational staff report summarizing the results of the Audit by Auditor Nigro & Nigro, PC. The documents provided to the Board included a) 2022-2023 Board Presentation Document, b) Audited Financial Statements, and c) Independent Auditor Governance Letter. It was noted that the District financial result is favorable as it has shown improvement in its financial position, with increased net position and revenues. The District has a positive fund balance, manageable long-term debt, and participates in various programs for pension, joint venture, and risk management. These factors indicate a stable financial position for the District. Director Emanuels asked if there were any Management recommendations, and it was reported that there were no findings. The Board conveyed their congratulations to staff.

M/S Emanuels/Press to approve the FY 2022-2023 Financial Audit Report as presented AYES 5, NOES 0

9. Accept and Approve 10-year Renewal of Emergency Intertie Agreement with North Marin Water District

GM Redding presented a staff report and a final draft of the Emergency Intertie Agreement with North Marin Water District, that was reviewed by Legal Counsel for both parties. The renewal is for another 10-year period and expires in June 2034.

M/S Whitney/Johnson to approve the renewal of the Emergency Intertie Agreement with North Marin Water District for a term of 10 years, expiring in June 2034.

10. Committee Meetings/Reports

GM Redding reported that she has hired a candidate for the Administrative Assistant position. Her start date is May 1st and initially will be working with Wade Holland to learn the customer-based tasks for the water system, then will work with staff to learn some of the administrative tasks for the District and will also work with Kaaren to learn about the bookkeeping. Staff has re-worked the job posting of the Water Superintendent to be changed to an Operations Manager to better reflect the needs of the position and the requirement for, including hands-on management in the field.

GM Redding also reported that she has conducted staff evaluations and noted that her evaluation needed to be scheduled prior to the May meeting. Director Emanuels will chair the Personnel committee to conduct the evaluation. GM Redding stated that she would send him her self-evaluation and provide the form for the committee evaluation.

11. June Regular Board Meeting

GM Redding reported that she will not be present for the June Board Meeting and asked for consideration to reschedule the meeting to a date before the June meeting or to cancel the Board meeting. She noted that if they chose to cancel the June meeting, the May meeting will have several items of business to be considered including the current fiscal year budget amendment, the Proposed FY 2024-2025, setting the Appropriations Limit, and adjusting the water rates for the annual CPI increase. She also noted that 3 Directors had terms ending in December and the District will have a resolution to call for an election on November 5th with the general election. Director Emanuels asked when the resolution would need to be submitted to the County Elections Office and GM Redding reported it was May 31st. The Board determined that if they could conduct all business at the May meeting, they would make the decision to cancel the June meeting in May.

12. Adjournment

President Donohue adjourned the meeting at 5:07 p.m. The next regular meeting is scheduled for May 21, 2024, at 4:00 pm.

Attest: /s/

Date: 04/16/2024

Shelley Redding, Clerk of the Board



Inverness Public Utility District
Board Meeting

Agenda Item No. 4

Wilson/Heron Request for Reduction of High Water
Usage Charge



Board Agenda Item Staff Report

Subject: Wilson/Heron Request for Reduction of High Water Usage Charge
Meeting Date: May 21, 2024
Date Prepared: May 23, 2024
Prepared by: Wade Holland, Customer Services Manager
Attachments: Application packet from customer

Recommended Action: Authorize staff to apply standard adjustment formula to reduce leak-related water usage charge on April 2024 water bill for account 510-000-11 (Wilson/Heron) from \$22,056.84 to \$156.64.

A significant water leak in the customer service line for 185 Vision Road was discovered when meters were read on April 19 (for the April 26 water bills). The tenant at the property was notified immediately and authorized our meter reader to shut off the water supply while he quickly found where the line was leaking. It appeared that a break in the line had been caused by growth of tree roots. The tenant repaired the line, and the repair was inspected and approved by Water System staff.

Although the amount of water lost to the leak was very high (estimated at 581,944 gallons), this would normally have qualified for an adjustment of the usage charge at the staff level. However, a leak at a different location along this same, lengthy service line had occurred during the previous (January/February) billing period, for which a usage adjustment was granted by staff.

Staff is not authorized to grant more than one usage adjustment to the same customer within a three-year period; instead, in such a case the request for adjustment must be approved by the Board.

The previous leak resulted in a water usage charge of \$5,492.16 for an estimated 260,820 gallons of excess water usage; that usage charge was reduced to \$151.40 (for total bill of \$308.72).

The two leaks were very far apart on the long service line and do not appear to staff to have been related.

Staff recommends that the request for a reduction in the usage charge on the April 26 water bill for 185 Vision Road be granted by applying the normal adjustment formula specified in Water System Regulation 115 (which charges the customer for the average usage at the premises during that billing period over the preceding three years plus a Prop. 218-consistent processing charge of \$100.00). The adjusted bill would total \$313.96, consisting of the Basic Charge of \$157.32 and usage charge of \$156.64.

Note: The property owner (customer of record) is Scott C. Wilson; the tenant (who has been paying the water bills) is Amelia Heron.

Application for Adjustment of Usage Charge

[Please read the "Information & Instructions" sheet before filling out the application]

- Your name Amelia Heron
- Mailing Address Po Box 728
City INVERNESS State CA ZIP 94937
- Email amelia.heron@gmail.com Phone 618-946-9794
- Water System account number: 510-000-11
- Service address (Inverness street address) 185 VISION RD
- Service "from" and "to" dates on water bill containing the high charges 02/22/24 - 04/19/24
~~April 1st - April 26th 2024~~
- Date you first became aware of the high usage April 20th 10AM 2024
- Date (or range of dates) water loss or high usage occurred April 1st - April 26th 2024
- How did you learn about the high usage or water loss problem?

Cassidy came by our house and alerted us there was a leak. The water was promptly shut off and Tommy repaired the leak w/in a few hours.

- 9-1. At any time during the period of the high usage was the property used for short-term rental (such as Airbnb, HomeAway, VRBO, etc.)? no If "Yes," attach explanation.
- 9-2. At any time during the period of the high usage were there house guests on the premises while neither you nor any member of your family was present on a daily basis? no If "Yes," attach explanation.

DO NOT WRITE BELOW THE LINE

[Please continue on reverse side]

RECEIVED
FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

MAY 13 2024

Period _____ CCF _____ Chg _____ Bill total _____

Y-1 _____
Y-2 _____
Y-3 _____
Credit _____

Total _____ Adjusted Bill _____

150% _____ Excess _____ Avg _____

3-yr _____

VUB _____

Adjustment basis _____ Chg _____

Database _____

Proc Chg _____

Bill Reg _____

Credit _____

Use Stats _____

Ltr to Cust. _____

Approved _____ Date _____

10. Explain, to the best of your knowledge, the cause of the abnormally high usage.

Check here and initial here _____ if cause is "Unknown"

Leak caused by a root of a tree growing in girth and putting pressure on the pipe.

11. What repairs were (or will be) required to resolve the problem (if "none," write "None")?

Repaired PVC line, diverted it around tree roots to prevent any future damage. Added a FLUME device at the meter to alert us to any further leaks/breaks.

12. Have the repairs been made? Yes ___ No ___ Not applicable

13. Are you enclosing documentary evidence that the repairs have been made?

Yes ___ No ___ Not applicable

(If repairs are necessary but documentary evidence is not enclosed, the evidence must be submitted within 90 days.)

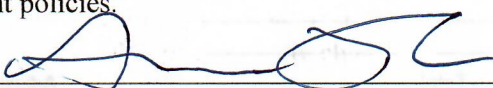
14. If no repairs are needed, what measures have you taken (or will you take) to prevent a recurrence of the problem (leave blank if you checked the "Unknown" box in No. 10 above)?

15. **ONLY IF YOU CHECKED THE "UNKNOWN" BOX IN NO. 10 ABOVE**, complete the following:

"I attest that the reason for the high usage of water for which I am applying for an adjustment of usage charge is not known to me, and that it is my belief and conviction that the high usage was not intentional on my part or on the part of any resident, employee, or guest at the premises."

Signed _____

16. **Sign:** I attest that all information provided on this application is true and accurate to the best of my knowledge. I understand that Regulation 115, a copy of which is available to me on request, governs the District's usage charge adjustment policies.

Signed  Date 5/5/24

Application (or request for an extension) must be submitted within 60 days of the statement date on the water bill containing the charge for which adjustment is being requested.



Inverness P.U.D. Water System

P.O. Box 469
Inverness, CA 94937-0469



0
(415) 669-1414 billing@invernesspud.org

Service Location:
185 VISION
INVERNESS CA 94937

AMELIA HERON
PO BOX 728
INVERNESS, CA 94937-0728

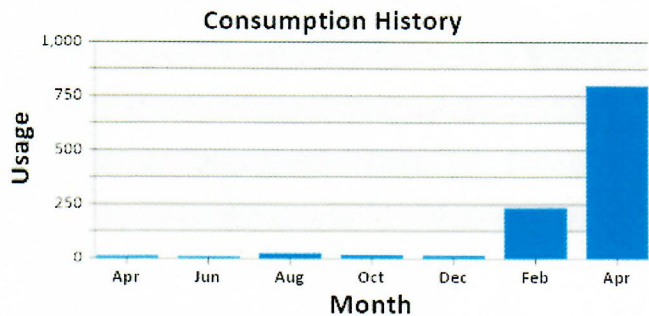
Account Number **510-000-11**
Billing Date April 26, 2024
DUE DATE: May 17, 2024
Previous Statement 5,649.48
Payments Received -5,513.83
Past Due 308.72
Current Charges 22,214.16
Total Amount Due **\$22,522.88**

Your Water Usage Profile

The right-most bar is your usage during the period shown on this bill. The left-most bar is your usage during the same period one year ago. Usage is shown in units. 1 unit = 748 gallons.

Usage from 02/22/2024 to 04/19/2024

Meter Readings		Usage	Usage Charge	Fixed Charges*	Total Current Charges
Previous	Current				
4019	4815	796	22,056.84	157.32	22,214.16



This year's rainfall in Inverness is already at 108% of the annual average (of 37.39 inches). That means the landscape is well primed for a banner year of grass and groundlevel growth - and a heightened threat of wildfire when that new green turns to tinder. We must all be firewise as we head into the drier summer months. Check spark arresters on chimneys, replace smoke alarm batteries, check your emergency grab-and-go packs, and revisit your emergency evacuation plans. Remember the Hi-Lo siren:

When you hear the Hi-Lo, it's time to GO!

* FIXED CHARGES ARE FOR MAY/JUN 2024.

Current period's average usage per day **** Gals

AutoPay: Pay your water bill effortlessly by direct debit from your bank account. Safe, reliable, convenient. You can also sign up for email billing. Call us at 415-669-1414 or go to www.invernesspud.org for an application.

Return this portion with your payment

AMELIA HERON
PO BOX 728
INVERNESS, CA 94937-0728

Account #	Billing Date
510-000-11	April 26, 2024

Service at: 185 VISION

Payment Due Date	Total Amount Due
May 17, 2024	22,522.88

Make checks payable to:



Inverness P.U.D. Water System
P.O. Box 469
Inverness, CA 94937-0469



Inverness Public Utility District
Board Meeting

Agenda Item No. 5
Management Report

Inverness Public Utility District		4/30/2024	
Cash on Hand Statement			
DISTRICT	Cash in Bank of America, Acct. 0150	\$133,852.13	
	Cash in Bank of America, Acct. 4089	\$30,352.50	
	Cash in County Account	\$3,892.59	
	LAIF - Uncommitted Funds	\$815,365.48	\$784,000.00 + \$31,365.48
	LAIF - Committed Funds (<i>see below</i>)	\$283,826.92	
	Total for District		\$1,267,289.62
WATER	LAIF - Uncommitted Funds	(\$1,700,519.00)	
	LAIF - Committed Funds (<i>see below</i>)	\$566,147.51	
	Total for Water		(\$1,134,371.49)
FIRE	LAIF - Uncommitted Funds	\$1,604,904.00	
	LAIF - Committed Funds (<i>see below</i>)	\$558,893.02	
	Total for Fire		\$2,163,797.02
	Total Cash on Hand		\$2,296,715.15
	Water Customers Accounts Receivable	\$43,733.18	

Local Agency Investment Fund (LAIF)

Current Rate: 4.30 % Rate Last Quarter: 4.0 % Rate 1 Year Ago: 2.74 %

DISTRICT	
LAIF Total:	
Committed Funds	
Emergency Reserves	\$20,402.64
CalPERS Liability	\$263,424.28
Assigned Funds	\$95,615.00
Total Committed	\$283,826.92

FIRE	
LAIF Total:	
Committed Funds	
Equipment Replacemen	\$81,827.20
Vehicle Replacement	\$54,551.47
Emergency Reserves	\$422,514.35
Total Committed	\$558,893.02

WATER	
LAIF Total:	
Committed Funds	
Main Replacement	\$27,275.73
Tank Replacement	\$137,990.28
Vehicle Replacement	\$15,034.08
Emergency Reserves	\$336,514.35
CalPERS Liability	\$9,333.07
Trossach Road	\$40,000.00
Total Committed	\$566,147.51

Local Agency Investment Fund (LAIF)		
FYE JUNE 30, 2024		
		Audited Balance @ 6/30/23
WATER FUNDS		
Uncommitted	1-110	0.00
Operating Reserves (Assigned)	1-115	0.00
Main Replacement (Committed)	1-120	27,275.73
Tank Replacement (Committed)	1-121	137,990.28
Vehicle Replacement (Committed)	1-123	15,034.08
Emergency Reserves	1-124	336,514.35
CalPERS Liability	1-125	9,333.07
Assigned Funds	1-126	(1,700,519.00)
Trossach Road Rehab	1-127	40,000.00
FIRE FUNDS		
Uncommitted Funds	2-110	
Operating Funds (Assigned)	2-115	
Equipment Replacement (Committed)	2-122	81,827.20
Vehicle Replacement (Committed)	2-123	54,551.47
Emergency Reserves	2-124	422,514.35
Assigned Funds	2-126	1,604,904.00
DISTRICT (GENERAL) FUNDS		
Uncommitted	3-110	31,365.48
Operating Reserves (Assigned)	3-115	0.00
Emergency Reserves	3-124	20,402.64
CalPERS Liability	3-125	263,424.28
Assigned Funds	3-126	95,615.00
		1,440,232.93
LAIF Statement @ 6/30/23		1,440,252.91
		(19.98)
LAIF Interest		
Apr - Jun 2023		11,308.00
Jul - Sept 2023		13,089.59
Oct - Nov 2023		14,714.10
Jan - Mar 2024		15,806.64
Total Interest		54,918.33
4/15/24 Transfer from Bank of America to LAIF		784,000.00
Balance at 4/30/2024		2,279,171.24
As defined in Res. 250-2020		
Restricted Funds:		
1. WMES Fund - F		
2. TOT Funds - F		
3. Placeholder for any fund required by DWSRF loan (W)		
Committed Funds:		
1. Water System Tank Replacement		
2. Fire Department Vehicle Replacement		
3. Water System Vehicle Replacement		
Assigned Funds:		
Operating reserve for General Fund		
Operating reserve for Water Fund		
Operating reserve for Fire Fund		
Unassigned Funds:		
Operating Fund		

Inverness Public Utility District
 May 21, 2024

IPUD Capital Projects - 5 years Proposal						
Water System						
Project Description	Proposed Priority	23/24	24/25	25/26	26/27	27/28
		Water Tanks				
Seahaven-Recoat interior of 70K tank	1			75,000		
Seahaven-Cathodic protection 70K tank	2			25,000		
Valve Replacements	1		10,000			
Colby Steel Roof Repair	3			50,000		
Colby Wood Tank Replacement	1	100,000	850,000			
Colby Steel Interior Recoat	3			100,000		
Replace Seahaven 15K wood tank	1	50,000	200,000			
Total Water Tanks	1,460,000	150,000	1,060,000	250,000		-
Treatment & Distribution						
Membrane Replacement	3	10,000	10,000	10,000		
SCADA IT System	1	10,000	45,000			
Ultra and Nano Replacement (Pure Aqua)	2	10,000	6,000			
Main Replacement	1		TBD			
Generator 10kw - F3 Backup	1	20,000				
Distribution System Repair	3		10,000	10,000		
Total Treatment & Distribution	141,000	50,000	71,000	20,000		-
Vehicles						
Jeep Replacement-small pickup	1		30,000			
Utility crane for truck	2		4,000			
Total Vehicles	34,000	-	34,000	-		-
Total Costs Water System		200,000	1,165,000	270,000	-	-
Total Projected Costs	1,635,000	200,000	1,165,000	270,000	-	-
Grant Funds	(1,200,000)					
LAIF Reserves (Committed)	(180,309)					
Unfunded	254,691					

IPUD Capital Projects - 5 years Proposal						
District						
Project Description	Proposed Priority	District				
		23/24	24/25	25/26	26/27	27/28
District Operations						
Server Rack	1		5,000			
Data Servers	2		15,000			
Total District Operations Costs	20,000	-	20,000	-	-	-
Total Projected Costs	20,000	-	20,000	-	-	-
LAIF Reserves (Uncommitted)	(31,365)					
Remaining LAIF Funds	(11,365)					

IPUD Capital Projects - 5 years Proposal						
Fire Department						
Project Description	Proposed Priority	Fire Department				
		23/24	24/25	25/26	26/27	27/28
Firehouse						
Firehouse Roof Replacement	1		50,000			
Firehouse Siding Replacement	3				50,000	
Firehouse Window Replacement	2			50,000		
Total Firehouse	150,000		50,000	50,000	50,000	-
Equipment						
Chipper	2	10,000				
Building Vent Fan	1	5,000				
Turnouts	3		86,912			
Firehose Replacements	4		21,511			
Total Equipment	123,423	15,000	108,423	-	-	-
Vehicles						
Type VI Wildland	2		386,278			
Duty Officer Response Vehicle	1		40,000			
UTV with Water Skid	3		35,000			
Replace Chief's Vehicle	4			75,000		
Total Vehicles	536,278	-	461,278	75,000		-
Total Projected Costs	809,701	15,000	619,701	125,000	50,000	-
Projected FEMA Grant Funds (75% of Grant Reques	(371,026)					
Restricted Funds (MWPA/TOT)	(35,000)					
LAIF Reserves (Committed)	(136,379)					
Unfunded	267,297					

Inverness Public Utility District

NEW SERVICE CONNECTION FEE

Effective January 1, 2024 – December 31, 2024

Regulation 101 of the Regulations of the Inverness P.U.D. Water System, as amended by Ordinance 32-93 (March 15, 1993), provides the method of setting the New Service Connection Fee that is charged for a new service connection.

Subparagraph (4) of paragraph (r) of Regulation 101 provides that the New Service Connection Fee that shall be in effect during the calendar year shall be set to equal the

“Total value of the Fixed Assets of the Water System, excluding construction in progress and with deduction for accumulated depreciation, as of June 30 of the year preceding the year during which the New Service Connection Fee will be in effect, as reported in the General Purpose Financial Statements of the District prepared by the District’s independent auditors.”

divided by the

“Total number of customer connections (active and inactive) of the Water System, excluding connections owned by the District itself or by any District-owned entity, and excluding customer accounts for public owned fire hydrants, on June 30 of the year preceding the year during which the New Service Connection Fee will be in effect.”

the resulting amount to be

“rounded up to the next even One Hundred Dollars (\$100.00).”

The following documents the amount of the New Service Connection fee to be in effect during the calendar year 2024 (January 1, 2024 through December 31, 2024):

<i>Total value of fixed assets (excluding land), June 30, 2023</i>	<i>\$4,934,109</i>
<i>Less construction in progress</i>	<i>\$ <u>0</u></i>
<i>Net value of fixed assets, June 30, 2023</i>	<i>\$4,934,109</i>
<i>Total number of customer connections, June 30, 2023</i>	<i>518</i>

$$\$4,934,109 \div 519 = \$9,507 = \$9,600 \text{ (rounded up)}$$

I hereby certify that the foregoing data and calculations are correct to the best of my knowledge, and that the amount of the New Service Connection Fee for the period of January 1, 2024, through and including December 31, 2024, is correctly set and shall be Nine Thousand Six Hundred Dollars (\$9,600.00).

Attest: 
Shelley Redding, General Manager
May 13, 2024

included Ocean Marin (1969), Point Reyes Station/Inverness Park (1970), Olema (1973), Tomales (1975), and Paradise Ranch Estates (1979). The annexations were approved with the expectation of NMWD purchasing and assuming the service responsibilities from the preexisting private utilities that were presently operating. NMWD constructed and operated a community wastewater system for Tomales in 1979. The community eventually formed the Tomales Village Community Service District and, in 1999, the wastewater system was turned over to the newly created district as part of a voter-approved reorganization in which the unincorporated community was detached from NMWD.

In 2001, Marin Municipal Water District agreed to a reorganization of its service area with NMWD premised on simplifying the alignment of NMWD's Novato service area southern boundary to match the City of Novato. This effectively removed the area of the former Hamilton Air Force Base (which was officially closed in 1996) from the Marin Municipal Water District's boundary. On June 24th, 2002, the agreement became fully effective.

In 2006, the Stafford Lake Water Treatment Plant upgrade project was completed. The project cost approximately \$16 million and increased daily treatment capacity for the facility to 6 million gallons. This was followed in 2007 by the completion and beginning of operations of the Deer Island Recycled Water Facility. The facility opened with a 500,000-gallon-per-day capacity and provided recycled water for irrigation purposes at Stone Tree Golf Course. NMWD's recycled water system has subsequently expanded such that NMWD is the distributor of recycled water in central and northern Novato with Novato Sanitary District as the producer. A similar agreement between NMWD and Las Gallinas Valley Sanitary District exists for recycled water distribution in southern Novato.

As part of a significant multi-year project by the California Department of Transportation (Caltrans) known as the Marin-Sonoma Narrows project, the District was forced to relocate a large apportionment of its North Marin Aqueduct. In partnership with Caltrans and Marin Municipal Water District, the Aqueduct Energy Efficiency Project was created and completed in 2015. The project enlarged 5 miles of the North Marin Aqueduct's 30' diameter pipe with 42" pipeline from South Petaluma, which helped to eliminate the need for the Kastania Pump Station and reduce energy costs and greenhouse gas emissions. The total cost of the project was \$22 million of which 2/3 was paid by Caltrans and the remaining cost was split between NMWD and MMWD.

6.3 DISTRICT BOUNDARY AND SPHERE OF INFLUENCE

North Marin Water District's service boundary currently encompasses just over 100 square miles and covers 64,628 acres of both incorporated and unincorporated Marin County and Sonoma County. Since LAFCoS were created in 1963 and Marin LAFCo assumed responsibility in overseeing the District's service area, the jurisdictional boundary has grown by approximately 30%, with the most significant additions occurring between 1966 and 1975 during the multiple annexations in West Marin. There have been 19 recorded boundary changes to NMWD since 1963, with the most recent of significant total acreage being the reorganization of 980 acres comprising the former Hamilton Air Force Base from Marin Municipal Water District to North Marin Water District.

The District also maintains outside service agreements for water services to approximately 33 parcels in Sonoma County just south of the City of Petaluma. These parcels all reside within an unincorporated area that Sonoma County has dubbed the Petaluma Dairy Belt. The Petaluma Dairy Belt Area Plan, which helps guide the planning in the area, was most recently updated in September of 2008.

The District has provided Marin LAFCo with documentation showing five parcels⁹ in the District's service area that are adjacent to the Sonoma/Marin County boundary on the Sonoma County side. Documentation for the parcels on the eastern side of the highway shows that they were added in 1967, while the one on the western side was added in 1962 which would be pre-LAFCo establishment. As opposed to the 33 parcels just to the north of these for which the District maintains outside service agreements, these five parcels were formally annexed to the District.

An area of the District's jurisdictional boundary is coterminous with the boundary of the **Inverness Public Utility District (IPUD)**. NMWD provides no services in this area as IPUD provides potable water services within its jurisdictional boundary. While there is an intertie between the two agencies that would allow for the transfer of potable water, at this time there is no agreement between the two districts for regular supplemental water purchases due to the most recent attempt failing to receive the necessary voter support. NMWD has intimated that it is open to detaching the area from its service boundary. Additionally, there is one parcel within the District's current jurisdictional boundary outside of the community of Olema that neither the District nor Marin LAFCo has any record of within that particular area's annexation and, as such, should be removed from the District's official boundary.

The District's sphere of influence was established by Marin LAFCo as part of two separate actions. The first action occurred in 1982 and established the sphere of influence for the East Marin (Novato) service area. This sphere boundary was entirely coterminous with the jurisdictional boundary in that area at the time. The second action took place in 1984 and established the sphere of influence for the West Marin service area. This sphere of influence was coterminous with the District's jurisdictional boundary with the exceptions of the exclusion of jurisdictional lands on the east shore of the Tomales Bay (Marshall) as well as the area that comprised the jurisdictional boundary of the Inverness Public Utility District. At the time, the Commission's explanation for excluding the Marshall area was in anticipation of the County adopting the "East Shore Community Plan".

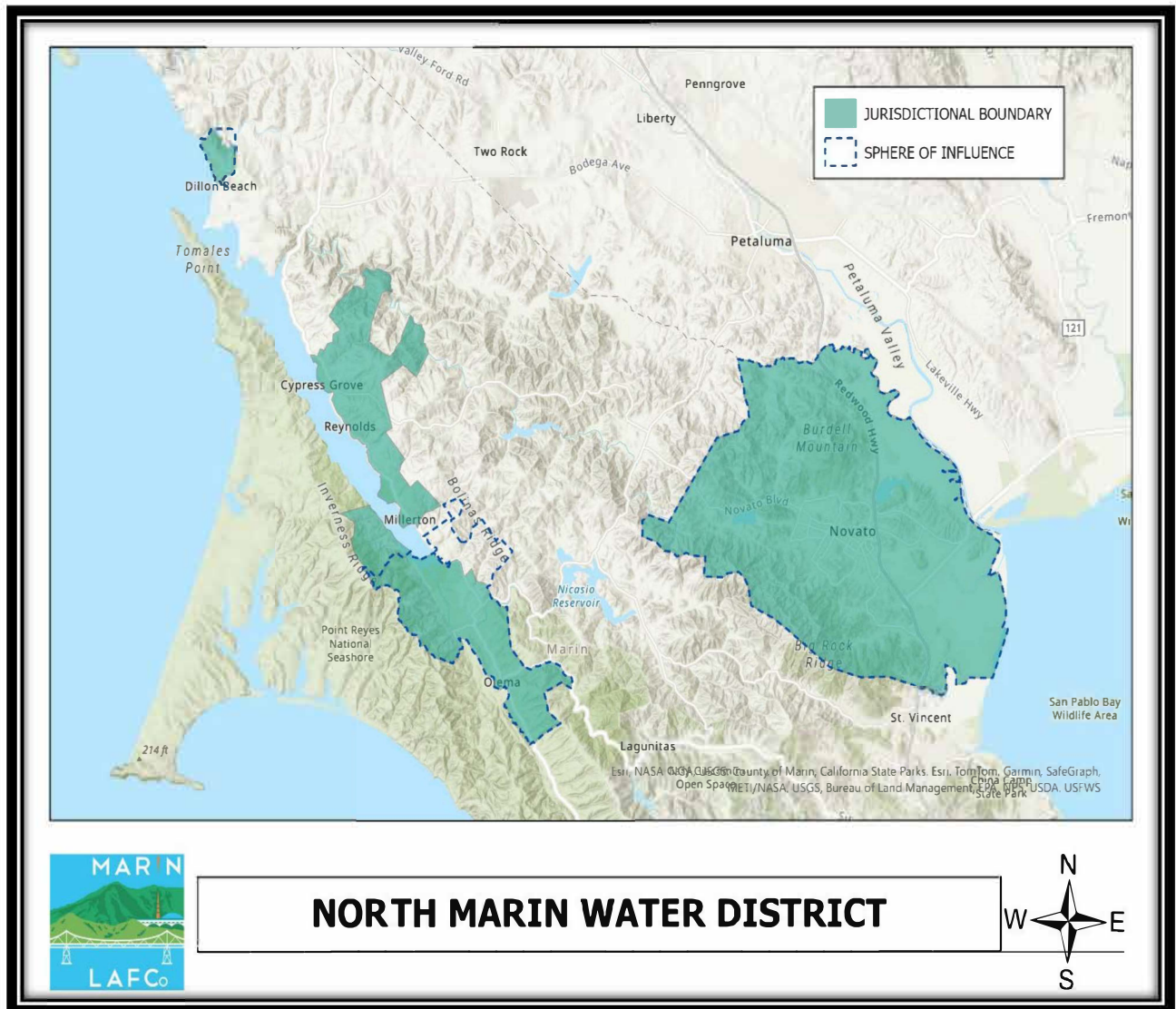
The sphere of influence received its next update in 2002. The update was a partial update specific to only the East Marin service area in response to the reorganization of the Hamilton Air Force Base reorganization. This update again made the East Marin service area's sphere of influence to be coterminous with its jurisdictional boundary. The most recent sphere of influence update was performed in October of 2017. This update reaffirmed the East Marin service area sphere as well as amending the sphere in West Marin to add approximately 2,230 acres of unincorporated lands off of State Highway 1 adjacent to the Pt. Reyes Station service

⁹ Parcel APN #s 019-290-001; 019-280-014; 019-280-012; 019-280-013; 019-280-005

area and just south of the East Shore jurisdictional lands. This area is made up of 11 parcels, largely under commercial agricultural uses along with 7 residential units (as well as the adjacent right-of-way along State Highway 1). This area was added "...to recognize the existing service commitments to the majority of the affected lands as part of pre-CKH outside service agreements."

A map of NMWD's jurisdictional lands within Marin County¹⁰ as well as the current sphere of influence for the District can be seen below in Figure 6-1.

Figure 6-1: North Marin Water District Jurisdictional Boundary and Sphere of Influence



¹⁰ Marin LAFCo does not have access to GIS information from the County of Sonoma at this time, and as such cannot accurately portray the District's service area outside of Marin County within this map.



Inverness Public Utility District
Monthly Water System Report

APRIL 2024

Prepared by Ken Fox, senior operator

APRIL	Rainfall (in inches ")		April		April			
April Rainfall "	2024	2023	2022	2021	2020	2019	2018	2017
Total for Month	2.05	1.39	3.85	0.11	1.66	1.59		
Year To Date (7/01 →5/01)	40.32	47.65	31.05	15.32	20.9	48.33		
Average yearly since 1925	37.39"	37.26	37.32	37.57	37.72	37.26		

(* GPD = gallons per day; gpm = gallons per minute;

End of Month Stream Flow Measurements				
Diversions	2024		2023	
	April		April	
1st Valley Upper Intakes	<i>gpm*</i>	GPD*	<i>gpm</i>	GPD
D1	190	273,600	81	116,640
D2	215	309,600	130	187,200
D3	200	288,000	95	136,800
605			306	
2nd Valley Upper Intakes				
D4	200	288,000	81	116,640
D5	220	316,800	110	158,400
D6	220	316,800	120	172,800
640			311	
3rd Valley Upper Intakes				
D7	230	331,200	115	165,600
D8	45	64,800	48	69,120
275			163	
Totals	1,520	2,188,800	780	1,123,200

Recent 3-month EOM Streamflow Trends			
→	Mar-24	Feb-24	Jan-24
<i>gpm</i>	1,520	1,720	1,130
GPD	2,188,800	2,476,800	1,627,200

Sources Used: April	2024	2023
1st Valley Upper Intakes	84%	75%
2nd Valley Upper intakes	0%	
3rd Valley Upper intakes	16%	25%
1st Valley Lower Intake (L1)		
2nd Valley Lower intake		
Wells. (W1, W3, W4, etc.)		
Total	100.0%	100%

Distribution System Usage /	# days → 30		30	30	
	Apr-24				Apr-23
	Gallons	% of Use			% of Use
Colby	579,300	35%	637,400	40%	
Tenney	790,800	47%	545,100	34%	
Conner	34,100	2%	20,000	1%	
Stockstill	151,000	9%	270,700	17%	
Seahaven	112,200	7%	127,000	8%	
Total for Month =>	1,667,400	100%	1,600,200	100%	
Average for Month =>	GPD	<i>gpm</i>	GPD	<i>gpm</i>	
	55,580	38.6	53,340	37.0	



INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT • WATER SYSTEM

POST OFFICE BOX 469

INVERNESS, CA 94937

(415) 669-1414 • FAX (415) 669-1010 • INFO@INVERNESSPUD.ORG

APRIL 2024 – WATER SYSTEM REPORT

Water Quality

(* GPD = gallons per day; gpm = gallons per minute; ppm= parts per million

[**APRIL 2024 TOTAL: 1,667,400 GALLONS: AVERAGE 55,580 gal/day = 38.6 average gpm**]

All sources are filtered by first Ultra and then Nano filters; chlorine and turbidity correct continuously; no positive coliform bacteria samples from distribution sample grabs. Samples of distribution water are tested twice monthly and influent raw water sources are being collected once a month for lab analysis of coliform content.

Average Chlorine (CL₂) dose at F1→ approximately 0.55 ppm; Average CL₂ dose at F3→ approximately 0.6 ppm

Major Activities and Events

1. Monthly reports sent to CA RWQCB DHS / SWRCB Drinking Water Division
2. Regular flushing of 4" iron main on Via de la Vista & Escondido 2" PVC lines
3. F1 CIP cleaning of Ultra A unit completed/
 - Power cut off by PG&E to replace power poles, Saturday night April 20th to early morning, April 21st. power was out at F1 during this period, ran Generator only briefly to exercise, but left off during night as had plenty of capacity and usage low.
4. F3 CIP cleaning of Nano unit, dirty
 - SCADA radio communication to F3 still inconsistent so still use Sea Haven telemetry to control F3 pump
5. Hydrants: clearing vegetation and exercising valves. valve covers painted as progressed
6. 1st and 2nd valley plus Perth fire roads clearing trees and water bars continued
7. Perth fire road cleared of fallen trees/ ongoing clearing of trees and water bars.
8. Valve malfunction on Tenney overflow feed at Colby tanks ... hydraulic valve was stuck open by small pieces of wood (twice) left over from the dismantled 60,000 wooden Tenney tank. Utilized transfer at old F2 filter plant during repair
9. Colby yard clearing grass and debris
10. L-2 access road at end of Aberdeen: (2nd valley Lower intake and Well 4): issue not yet resolved.
11. Continuing to identify type of material for each Service in district, per government requirements which specify that we identify pipe material on both sides of each water meter. Installing gopher protection mesh at same time (will make meter reading more efficient)
12. All customer meters read
13. Several customer leaks found or reported)

Water Customer Accounts Receivable Totals, Mar/Apr 2024

- The Accounts Receivable balance on March 1, 2024, consisted of:

Current balances (from bills sent out on February 26, 2024)	93,135.88
Past-due balances (3.59% of total accounts receivable)	<u>3,468.99</u>
Beginning Accounts Receivable balance on Mar. 1, 2024:	<u>96,604.87</u>
- During Mar/Apr, we received the following **payments** from our customers:

Electronic payments:	65,190.32	(75.7%)
Payments by check:	<u>20,916.62</u>	(24.3%)
Total payments received:		- 86,106.94
- During Mar/Apr, we posted the following **charges** to our customers' accounts:

Write-offs:	--	
Adjustments:	--	
Basic charges (future):	81,334.44	(519 Basic charges billed on 4/26 for <u>May/Jun*</u>)
X-C charges (future):	226.62	(18 Cross-Connection charges billed 4/26 for <u>May/Jun</u>)
Usage charges (net):	22,642.35	(Usage charges billed 4/26 for 2/22 to 4/23/24†)
Misc. charges:	--	(Such as account setup charges, late payment charges)
Refused payments:	--	
Refunds:	<u>--</u>	
Total charges posted:		+ 104,203.41
- Thus, the Accounts Receivable balance on April 30 (the end of the period) was: **114,701.34**
(of which 6.13%, or \$7,033.89, was past due)

* Bimonthly Basic Charges (for May/Jun): 516 customers at \$157.32; 1 Lifeline customer at \$78.66; 2 Lifeline customers at \$39.33. **NOTE: One new customer connection was added during this period.**

† Total billed usage was \$28,784.10, less 2 credits totaling \$6,063.09 for leak adjustments and 2 credits totaling \$78.66 for prior-period meter reading errors.

Reconciliation with BofA checking account:

There were no deposits in transit on 4/30/2024. Thus, the A/R balance on the District's books as of 2/29 should also be \$114,701.34.

Scheduled AutoPay receipts: \$50,548.58 on May 17, 2024 (from 309 customers, which is 59.5% of the total of 519 billed customers).

A temporary security debit will be posted to IPUD's checking account in the amount of \$52,036.45 on or about May 15, 2024 (subject to adjustments).

Report on Number of Discontinuations of Residential Service (pursuant to paragraph (g) of IPUD Water System Regulation 303 and in compliance with Chapter 6, "Discontinuation of Residential Water Service," of Part 12, Division 104, of the Health and Safety Code (HSC) of the State of California)

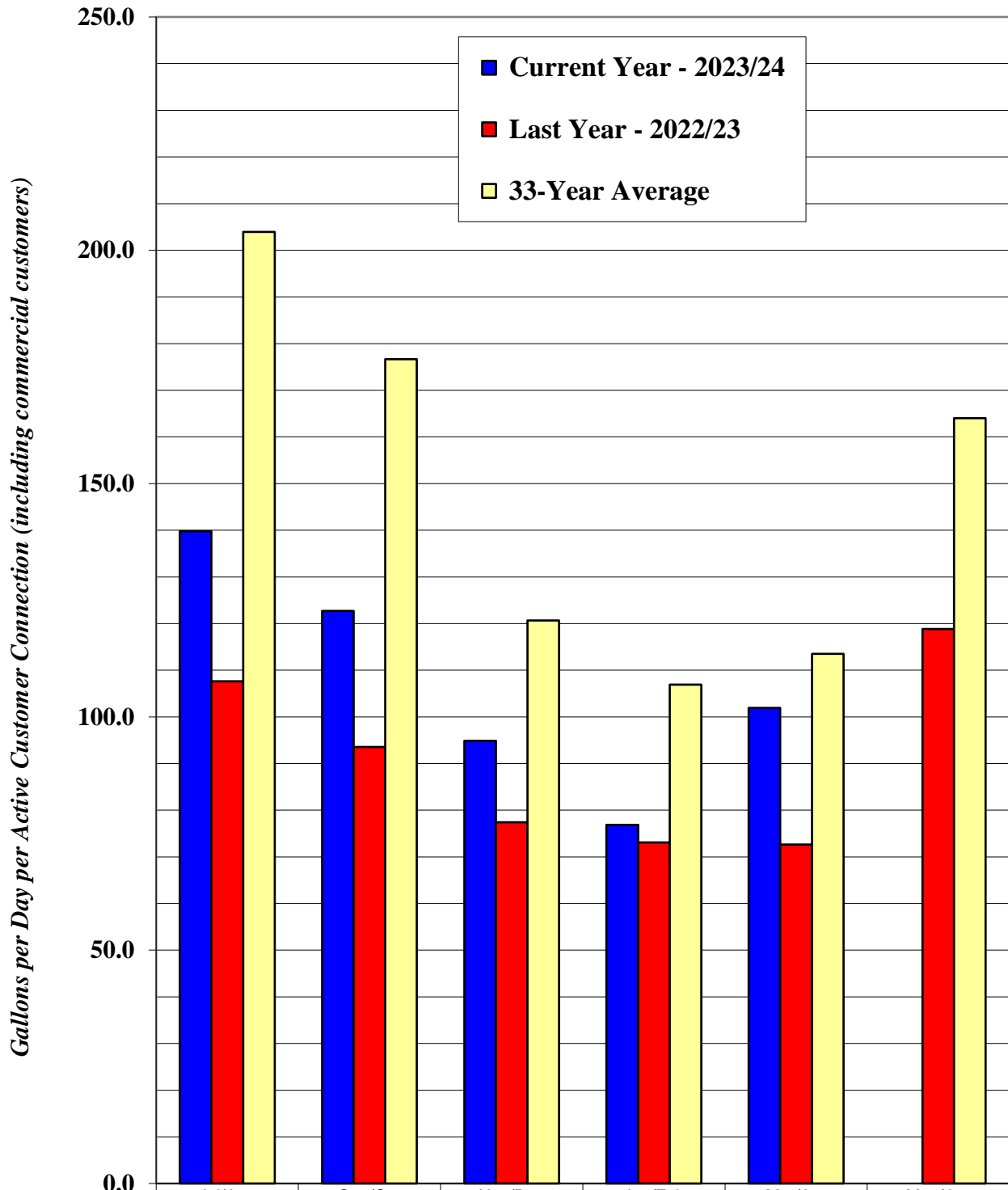
Period covered: March/April 2024

Number of residential services discontinued for inability to pay during the covered period: 0

Number of residential services discontinued for inability to pay during a previous period and still on discontinued status at the close of the covered period: 0

Inverness Public Utility District Water System

Average Daily Water Usage per Active Customer



■ Current Year - 2023/24	139.8	122.7	94.9	76.9	101.9	0.0
■ Last Year - 2022/23	107.7	93.6	77.4	73.1	72.6	118.8
■ 33-Year Average	204.0	176.7	120.7	106.9	113.5	164.0

FIRE DEPARTMENT REPORT

April 2024 / May Board Meeting

Incidents

Number Date

- #24-037 4/3 **Vehicle accident** @ 12451 SFD. Unoccupied.
Attendance: Jim Fox
- #24-038 4/4 **EMS** @ Perth Way for diabetic problem. No transport.
Attendance: Jim Fox, Brian Cassel, Greg Eastman, Tim Olson
- #24-039 4/4 **EMS** @ Sir Francis Drake Blvd for chest pain. M94 code 2 transport
Attendance: Jim Fox, Tom Fox, Tim Olson
- #24-040 4/11 **EMS** @ Perth Way for sudden immobility.
Attendance: Jay Borodic, Tom Fox, Tim Olson
- #24-041 4/12 **Vehicle accident** @ 12700 SFD. Unoccupied.
Attendance: Jim Fox, Ken Fox, Tom Fox
- #24-042 4/14 **Fire alarm** @ Inverness School. No merit.
Attendance: Jim Fox
- #24-043 4/18 **EMS** @ Sir Francis Drake Blvd for a fall. M94 code 2 transport.
Attendance: Brian Cassel, Cassidy Russell, David Briggs, Jim Fox, Ken Fox, Tom Fox
- #24-044 4/21 **Vehicle accident** @ SFD and Pierce Point Rd. Non-injury.
Attendance: Brian Cassel, David Briggs, Jacob Leyva, Tim Olson, Tom Fox
- #24-045 4/24 **EMS** @ Pine Hill for high heart rate. No transport.
Attendance: David Briggs, Jim Fox, Tom Fox
- #24-046 4/29 **Vehicle accident** @ 12759 SFD for vehicle over the side. Non-injury.
Attendance: David Briggs, Dennis Holton, Jim Fox, Tim Olson, Tom Fox

Trainings

April 14: Pumping to Siamese and hydrant hookup.

Attendees: Brian Cassel, Greg Eastman, Jacob Leyva, Andrew Bock, Jim Fox, Ken Fox, Tom Fox, Tim Olson

April 30: Vertical ventilation and ladder safety on props at Commodore Webster in PRS.

Attendees: Jim Fox, Tom Fox, David Briggs, Jacob Leyva, Jay Borodic, Liam Riley, Tim Olson, Brian Cassel, Andrew Bock

Activities and Maintenance

1. NFIRS data preparation.
2. 381 pump repair.
3. Maintenance on engine 360.

4. EMS policy handbook.
5. Ball intake valve research and work.
6. New MERA paging setup.

Personnel

Jim Fox, Ken Fox, Tom Fox, Burton Eubank, Brian Cassel, Tim Olson, Dennis Holton, David Briggs, David Wright, Nikki Spencer, Greg Eastman, Jay Borodic, Liam Riley, Jack von Thær, Andrew Bock, Jacob Leyva, Cassidy Russell, Andrew Bock

Jim Fox, Chief

MWPA MONTHLY REPORT

April 2024 / May Board Meeting

Local Core Projects

- Vegetation maintenance activities in watershed on evacuation routes as needed.

Defensible Space

- Inspection activity to resume soon.

West Marin CORE Project Activity

- Awaiting approval of submitted projects.

Meetings / Committees

- April 3: Advisory/Technical Committee meeting (Jim Fox voting member):
 - Described and discussed submitted local and core projects.
 - Inverness is asking again for approximately half of our local funds for defensible space to be put towards a chipper to use in district. The amount proposed is \$11,310.
 - Inverness will use the other half of our local funds (\$11,310) for evacuation route vegetation management.
 - Inverness will again contract with the county for defensible space inspections. Approximately half of the houses in the district will be inspected this year. Our budget for these inspections is \$22,619.
 - Inverness Fire, in collaboration with Marin County Fire is requesting \$70,000 (\$35,000 for each agency) as part of a core project to purchase two utility Task Vehicles. These vehicles will allow both agencies to shuttle personnel and equipment to and from hard to reach areas, conducting day and nighttime patrols for illegal campfires or fireworks, performing fuel reduction work in difficult terrain, maintaining trails and fire roads, and assisting groups conducting prescribed burn activities.
- April 11: Operation Committee meeting (David Briggs voting member):
 - Same as above.
- April 24: Advisory/Technical Committee (Jim Fox voting member):
 - 80% of revenue generated within a zone must be spent within that zone, averaged over 5 years. The additional 20% may be allocated as needed to projects in the larger JPA area. Discussed what to do with additional 20% this year and decided it will go back to member agencies.
- May 2: Operation Committee meeting (David Briggs voting member):
 - Approved budget and work plan to send to managing board.



Inverness Public Utility District
Board Meeting

Agenda Item No. 8

Review and Approve Expenditures

Inverness Public Utility District Check Detail

April 2024

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Bill Pmt -Check	ACH	04/15/2024	Truist Bank	ARBOX March 2024	1-103 · Bank of America 4809		-9.23
Bill	0108	04/01/2024		ARBOX March 2024	870-12 · Billing & Collections	-9.23	9.23
TOTAL						-9.23	9.23
Bill Pmt -Check	EFT	04/01/2024	Inverness Properties		1-103 · Bank of America 4809		-1,200.00
Bill		04/01/2024			870-15 · Admin. Office Rent	-1,200.00	1,200.00
TOTAL						-1,200.00	1,200.00
Bill Pmt -Check	EFT	04/08/2024	Diversified Tech		1-103 · Bank of America 4809		-726.00
Bill		04/01/2024			870-12 · Billing & Collections	-726.00	726.00
TOTAL						-726.00	726.00
Bill Pmt -Check	EFT	04/08/2024	CalPERS Health		1-103 · Bank of America 4809		-12,212.07
Bill		04/10/2024			810-07 · Health Insurance	-4,843.38	4,843.38
					810-07 · Health Insurance	-2,906.03	2,906.03
					810-07 · Health Insurance	-31.38	31.38
					810-08 · Retiree Health Ins.	-268.62	268.62
					810-08 · Retiree Health Ins.	-2,106.53	2,106.53
					412 · Health Insurance Payable	-1,285.08	1,285.08
					412 · Health Insurance Payable	-771.05	771.05
TOTAL						-12,212.07	12,212.07
Bill Pmt -Check	EFT	04/09/2024	U. S. Bank Bancorp Purchashin...		1-103 · Bank of America 4809		-826.26
Bill		03/20/2024			CalCard xx6591 Jim Fox	-667.94	667.94
Bill		03/22/2024			CalCard xx7757 S. Redding	-134.66	134.66
Bill		03/22/2024			CalCard xx0239 David Briggs	-23.66	23.66
TOTAL						-826.26	826.26
Bill Pmt -Check	EFT	04/15/2024	Innovative Business Solutions	95952	1-103 · Bank of America 4809		-91.50
Bill	188962	04/15/2024			870-06 · Banking & Payroll Charges	-91.50	91.50
TOTAL						-91.50	91.50
Bill Pmt -Check	EFT	04/23/2024	Verizon Wireless	Wireless Communication for SCADA	1-103 · Bank of America 4809		-40.01
Bill	99606...	04/01/2024		Wireless Communication for SCADA	840-08 · Distribution Utilities	-40.01	40.01
TOTAL						-40.01	40.01
Bill Pmt -Check	EFT	04/30/2024	Innovative Business Solutions	95952	1-103 · Bank of America 4809		-88.30
Bill	189867	04/30/2024			870-06 · Banking & Payroll Charges	-88.30	88.30
TOTAL						-88.30	88.30
Bill Pmt -Check	14505	04/22/2024	Brelje & Race Engineering		1-104 · Bank of America 0150		-19,861.25
Bill	00282...	04/15/2024		Colby Tank improvement plans - professional...	1371-35 · Colby & Seahaven Tan...	-18,438.75	18,438.75
				Seahaven Tank improvement plans - professi...	1371-35 · Colby & Seahaven Tan...	-662.50	662.50
				Environmental services	1371-35 · Colby & Seahaven Tan...	-760.00	760.00
TOTAL						-19,861.25	19,861.25
Bill Pmt -Check	60374	04/11/2024	Brelje & Race Laboratories, Inc.		1-103 · Bank of America 4809		-240.00
Bill	155081	04/04/2024			835-01 · BacT & Raw Samples	-240.00	240.00
TOTAL						-240.00	240.00
Bill Pmt -Check	60375	04/11/2024	Building Supply & Hardware		1-103 · Bank of America 4809		-399.39
Bill	150269	03/28/2024			850-01 · Supplies & Inventory	-199.70	199.70
					850-01 · Supplies & Inventory	-199.69	199.69
TOTAL						-399.39	399.39
Bill Pmt -Check	60376	04/11/2024	Hach Company	108425	1-103 · Bank of America 4809		-509.62
Bill	13976...	03/28/2024			850-01 · Supplies & Inventory	-509.62	509.62
TOTAL						-509.62	509.62

Inverness Public Utility District Check Detail

April 2024

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Bill Pmt -Check	60377	04/11/2024	Horizon Cable TV Inc.		1-103 · Bank of America 4809		-195.08
Bill	March...	03/27/2024		Admin Office Internet	870-01 · Telephone & Internet	-105.04	105.04
Bill	March...	03/27/2024		Fire Station Internet	870-01 · Telephone & Internet	-90.04	90.04
TOTAL						-195.08	195.08
Bill Pmt -Check	60378	04/11/2024	John's Dairy Equipment & Supply		1-103 · Bank of America 4809		-97.80
Bill	T39121	03/12/2024			850-01 · Supplies & Inventory	-97.80	97.80
TOTAL						-97.80	97.80
Bill Pmt -Check	60379	04/11/2024	McMaster-Carr		1-103 · Bank of America 4809		-122.54
Bill	24815...	04/03/2024			850-01 · Supplies & Inventory	-122.54	122.54
TOTAL						-122.54	122.54
Bill Pmt -Check	60380	04/11/2024	Quill LLC		1-103 · Bank of America 4809		-66.65
Bill	37810...	03/20/2024			870-05 · Office Supplies	-66.65	66.65
TOTAL						-66.65	66.65
Bill Pmt -Check	60381	04/11/2024	Bound Tree Medical LLC	VOID:	1-103 · Bank of America 4809		0.00
TOTAL						0.00	0.00
Bill Pmt -Check	60382	04/11/2024	AT&t CalNet		1-103 · Bank of America 4809		-334.94
Bill	93910...	03/07/2024		F3 Phone & Alarm	870-01 · Telephone & Internet	-29.80	29.80
Bill	93910...	03/07/2024		F1 Phone	870-01 · Telephone & Internet	-29.80	29.80
Bill	93910...	03/07/2024		Firehouse 911 Phone	870-01 · Telephone & Internet	-51.95	51.95
Bill	93910...	03/07/2024		Fire Phone	870-01 · Telephone & Internet	-50.47	50.47
Bill	93910...	03/07/2024		Admin Office	870-01 · Telephone & Internet	-125.64	125.64
Bill	93910...	03/07/2024		Firehouse Fax Line	870-01 · Telephone & Internet	-47.28	47.28
TOTAL						-334.94	334.94
Bill Pmt -Check	60383	04/11/2024	Bound Tree Medical LLC	Nitrile Gloves	1-103 · Bank of America 4809		-52.12
Bill	85289...	03/22/2024		Nitrile Gloves	850-01 · Supplies & Inventory	-52.12	65.83
TOTAL						-52.12	65.83
Bill Pmt -Check	60384	04/11/2024	Amazon Capital Services	Arrow Pictogram Tape	1-103 · Bank of America 4809		-53.53
Bill	146L-...	04/07/2024		Arrow Pictogram Tape	850-01 · Supplies & Inventory	-53.53	53.53
TOTAL						-53.53	53.53
Bill Pmt -Check	60385	04/11/2024	CORE Utilities, Inc.	IT Services - March 2024	1-103 · Bank of America 4809		-240.00
Bill	42707	04/08/2024		IT Services - March 2024	870-11 · Office IT Support	-240.00	240.00
TOTAL						-240.00	240.00
Bill Pmt -Check	60386	04/11/2024	Flume, Inc.	1 Rebate for Flume Device	1-103 · Bank of America 4809		-102.84
Bill	2054	03/31/2024		Rebate on 1 water monitor	844-03 · Miscellaneous	-102.84	102.84
TOTAL						-102.84	102.84
Bill Pmt -Check	60387	04/11/2024	Recology Sonoma Marin	Garbage pick-up at Firehouse April - June...	1-103 · Bank of America 4809		-161.28
Bill	43905...	04/01/2024		Garbage pick-up at Firehouse April - June 20...	840-09 · Firehouse Utilities	-161.28	161.28
TOTAL						-161.28	161.28
Bill Pmt -Check	60388	04/11/2024	Riley F. Hurd III	Legal Review NMWD Emergency Intertie A...	1-103 · Bank of America 4809		-640.00
Bill	23812...	04/10/2024		Legal Review NMWD Emergency Intertie Agr...	870-07 · Legal & Attorneys	-640.00	640.00
TOTAL						-640.00	640.00
Bill Pmt -Check	60389	04/16/2024	AT&T- F1 Internet	139584573	1-103 · Bank of America 4809		-117.70
Bill		03/01/2024		F1 Internet	870-01 · Telephone & Internet	-117.70	117.70
TOTAL						-117.70	117.70

Inverness Public Utility District
Check Detail

April 2024

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Bill Pmt -Check	60390	04/16/2024	AT&t CalNet		1-103 · Bank of America 4809		-361.26
Bill	93910...	04/07/2024		F3 Phone & Alarm	870-01 · Telephone & Internet	-29.75	29.75
Bill	93910...	04/07/2024		F1 Phone	870-01 · Telephone & Internet	-57.07	57.07
Bill	93910...	04/07/2024		Firehouse 911 Phone	870-01 · Telephone & Internet	-51.95	51.95
Bill	93910...	04/07/2024		Fire Phone	870-01 · Telephone & Internet	-49.18	49.18
Bill	93910...	04/07/2024		Admin Office	870-01 · Telephone & Internet	-126.04	126.04
Bill	93910...	04/07/2024		Firehouse Fax Line	870-01 · Telephone & Internet	-47.27	47.27
TOTAL						-361.26	361.26
Bill Pmt -Check	60391	04/16/2024	AT&T Mobility	VOID: 287322251032	1-103 · Bank of America 4809		0.00
TOTAL						0.00	0.00
Bill Pmt -Check	60392	04/16/2024	AT&T Mobility	287322251032	1-103 · Bank of America 4809		-242.14
Bill	28732...	04/01/2024		First Net	870-01 · Telephone & Internet	-45.41	45.41
				First Net Fire and Disasster Council	870-01 · Telephone & Internet	-146.29	146.29
				First Net General Manager Phone	870-01 · Telephone & Internet	-50.44	50.44
TOTAL						-242.14	242.14
Bill Pmt -Check	60393	04/22/2024	AT&T- F1 Internet	139584573	1-103 · Bank of America 4809		-117.70
Bill		04/01/2024		F1 Internet	870-01 · Telephone & Internet	-117.70	117.70
TOTAL						-117.70	117.70
Bill Pmt -Check	60394	04/22/2024	Cheda's Garage		1-103 · Bank of America 4809		-932.52
Bill		03/31/2024		2000 Chevy	860-01 · Vehicle Oil & Gas	-932.52	932.52
TOTAL						-932.52	932.52
Bill Pmt -Check	60395	04/22/2024	Grainger	836141895	1-103 · Bank of America 4809		-204.25
Bill	90793...	04/08/2024			850-01 · Supplies & Inventory	-204.25	204.25
TOTAL						-204.25	204.25
Bill Pmt -Check	60396	04/22/2024	McPhail Fuel Company	INVPUB	1-103 · Bank of America 4809		-1,089.30
Bill	U017...	04/12/2024			840-07 · Collection/Treat Utilities	-1,063.62	1,063.62
Bill	I025030	04/12/2024			840-10 · Admin Office Utilities	-25.68	25.68
TOTAL						-1,089.30	1,089.30
Bill Pmt -Check	60397	04/23/2024	Nick Barbieri Trucking, LLC	Acct 35-0005216	1-103 · Bank of America 4809		-141.40
Bill	01065...	04/16/2024		Ultra Low Sulfur Diesel - 55 Gallon Drum	860-01 · Vehicle Oil & Gas	-141.40	346.40
TOTAL						-141.40	346.40

Inverness Public Utility District CalCard Credit Card Report March 23 through April 22, 2024

Type	Date	Name	Memo	Account	Split	Amount	Balance
2670 · US Bank Cal Card							
CalCard xx0239 David Briggs							
Credit Card Charge	04/01/2024	Palace Market	Training Supplies	CalCard xx0239 David Briggs	843-01 · Volunteer Appreciation	58.13	58.13
Credit Card Charge	04/03/2024	AED Brands LLC	Community AED Machine	CalCard xx0239 David Briggs	850-01 · Supplies & Inventory	956.93	1,015.06
Bill	04/22/2024	U. S. Bank Bancorp Purchasing...		CalCard xx0239 David Briggs	20000 · Accounts Payable	-1,015.06	0.00
Total CalCard xx0239 David Briggs						0.00	0.00
CalCard xx6591 Jim Fox							
Credit Card Charge	03/25/2024	Inverness Store	Training Supplies	CalCard xx6591 Jim Fox	843-01 · Volunteer Appreciation	17.60	17.60
Credit Card Charge	03/27/2024	Inverness Store	Training Supplies	CalCard xx6591 Jim Fox	843-01 · Volunteer Appreciation	53.29	70.89
Credit Card Charge	03/29/2024	Tool Repair Parts	Small Tools	CalCard xx6591 Jim Fox	850-01 · Supplies & Inventory	28.21	99.10
Credit Card Charge	03/29/2024		Pager Repair Postage	CalCard xx6591 Jim Fox	830-01 · Radio/Pager Repair	20.05	119.15
Credit Card Charge	04/15/2024	Adobe	Monthly Subscription	CalCard xx6591 Jim Fox	870-02 · Dues/Publications/Subscriptions	29.99	149.14
Credit Card Charge	04/15/2024	Amazon Marketplace	Supplies	CalCard xx6591 Jim Fox	850-01 · Supplies & Inventory	32.57	181.71
Credit Card Charge	04/15/2024	Bovine Bakery	Training Supplies	CalCard xx6591 Jim Fox	843-01 · Volunteer Appreciation	39.60	221.31
Credit Card Charge	04/16/2024	Palace Market	Training Supplies	CalCard xx6591 Jim Fox	843-01 · Volunteer Appreciation	57.88	279.19
Bill	04/22/2024	U. S. Bank Bancorp Purchasing...		CalCard xx6591 Jim Fox	20000 · Accounts Payable	-279.19	0.00
Total CalCard xx6591 Jim Fox						0.00	0.00
CalCard xx7757 S. Redding							
Credit Card Charge	04/01/2024	U. S. Postal Service	Stamps	CalCard xx7757 S. Redding	870-05 · Office Supplies	68.00	68.00
Credit Card Charge	04/11/2024	GHA Technologies	3 yr Subscription to Trend Micro Cyber Protection	CalCard xx7757 S. Redding	-SPLIT-	1,209.50	1,277.50
Bill	04/22/2024	U. S. Bank Bancorp Purchasing...		CalCard xx7757 S. Redding	20000 · Accounts Payable	-1,277.50	0.00
Total CalCard xx7757 S. Redding						0.00	0.00
Total 2670 · US Bank Cal Card						0.00	0.00
TOTAL						0.00	0.00

Inverness Public Utility District

Payroll Expenses

April 2024

	Water (Enterprise Fund)	Total Enterprise Fund	District (General Fund)	Fire (General Fund)	Total General Fund	TOTAL
Expense						
810 · Personnel Costs						
810-01 · Management Wages	5,031.10	5,031.10	9,225.96	5,031.09	14,257.05	19,288.15
810-02 · Operations Wages	20,556.72	20,556.72	0.00	4,046.64	4,046.64	24,603.36
810-03 · Administrative Wages	1,054.00	1,054.00	4,404.95	0.00	4,404.95	5,458.95
810-04 · Employers Payroll Tax	1,878.26	1,878.26	1,209.54	628.53	1,838.07	3,716.33
810-06 · Duty Officer Stpend	0.00	0.00	0.00	225.00	225.00	225.00
810-07 · Health Insurance	4,843.38	4,843.38	31.38	2,906.03	2,937.41	7,780.79
810-08 · Retiree Health Ins.	0.00	0.00	2,106.53	268.62	2,375.15	2,375.15
810-09 · Health Ins in Lieu	0.00	0.00	1,060.00	0.00	1,060.00	1,060.00
Total 810 · Personnel Costs	33,363.46	33,363.46	18,038.36	13,105.91	31,144.27	64,507.73
Total Expense	33,363.46	33,363.46	18,038.36	13,105.91	31,144.27	64,507.73
Net Income	-33,363.46	-33,363.46	-18,038.36	-13,105.91	-31,144.27	-64,507.73



Inverness Public Utility District
Board Meeting

Agenda Item No. 9

Fiscal Year 2023-2024 Budget Amendment



Board Agenda Item Staff Report

Subject: Fiscal Year 2023-2024 Budget Amendment
 Meeting Date: May 21, 2024
 Date Prepared: May 15, 2024
 Prepared by: Shelley Redding, General Manager
 Attachments: Financial Spreadsheets for each Separate Fund

Recommended Action: Approve Budget Amendment for Fiscal Year 2023-2024

Each year staff prepares a preliminary budget for review and approval by the Board for the fiscal year as a guide for District operations and projects. At the time the preliminary budget was approved, the anticipated revenue and costs were calculated with the most current information available and with the anticipated plans for the District activities.

The current approved budget requires amendments to allow for increased revenue from the amounts originally budgeted for interest income & customer work agreements while the projected Measure C (TOT) revenue, new service connection fee and merchandise income and the Miscellaneous income require reductions. In addition, the CERBT reimbursement amount was not submitted in time and therefore, needs to be removed from the projected income.

The expenses require amendment to allow for the increased costs for operations and administration activities. The original budget for personnel costs, which was created in anticipation of additional staff earlier in the fiscal year for the District Office and the Water System. The original budget had projected a different cost allocation for the Chief of Operations. With the hiring of a District Office staff member in May and the anticipation of a new hire for the Water System next Fiscal Year, an adjustment in projected costs is being corrected for all 3 funds to reflect the actual costs anticipated for the current fiscal year.

To summarize, as shown below, the projected net revenue decreased by \$5,179 and the net expenses decreased by \$113,770.

		District	Water	Fire
Tax Revenue	(8,527)	(8,527)		
Restricted Revenue	(24,500)			(24,500)
Water Revenue	-			
Miscellaneous	27,848	33,898	(1,100)	(4,950)
Revenue change	(5,179)	25,371	(1,100)	(29,450)

EXPENSES

		District	Water	Fire
Personnel	(68,901)	(21,994)	(99,769)	52,862
Operations	(28,914)	(7,150)	(10,872)	(10,892)
Administration	(15,955)	16,916	(30,107)	(2,764)
Expense change	(113,770)	(12,228)	(140,748)	39,206

Staff recommends the Board approve and adopt the budget amendment as presented on the attachment.

Inverness Public Utility District Budget Amendment Summary July 2023 through April 2024

	Jul '23 -Apr '24 Actuals	Approved Annual Budget	\$ Over Budget () Under Budget	% of Budget Earned/Spent	Amendments	Suggested Revised Budget
Income						
Total 600 - Taxes Income	754,185	830,530	(76,345)	1	(8,527)	822,003
Total 650 - Restricted Agency Funds	83,455	201,928	(118,473)	0	(24,500)	177,428
Total 700 - Water Charges	480,139	582,460	(102,321)	1	-	582,460
Total 710 - Miscellaneous Income	48,345	75,077	(26,732)	1	27,848	102,925
Total Income	1,366,125	1,689,995	(323,871)	1	(5,179)	1,684,816
Expense						
Total 835 Lab & Monitoring	9,428	10,700	(1,272)	1	(307)	10,393
Total 840 Maintenance & Utilities	45,796	70,750	(24,954)	1	(17,787)	52,963
Total 843 Fire Prevention	20,223	54,496	(34,273)	0	(28,207)	26,289
Total 844 Storage & Distribution	2,736	3,500	(764)	1	(915)	2,585
Total 850 Supplies & Inventory	46,625	39,740	6,885	1	14,500	54,240
Total 870 Administration	101,202	127,639	(26,437)	1	(17,155)	110,484
Total 810 - Personnel Costs	823,077	1,167,376	(344,299)	1	(68,901)	1,098,475
Total 830 - Dispatch & Communications	18,864	16,760	2,104	2	2,152	18,912
Total 841 - Training & Courses	125	6,000	(5,875)	0	(5,875)	125
Total 860 - Vehicle Expenses	23,736	24,000	(264)	1	6,500	30,500
Total Expense	1,091,810	1,520,961	(429,151)	1	(113,770)	1,407,191
Net Income	274,314	169,034	105,280	2		277,626

Inverness Public Utility District Water System Budget Amendment Summary July 1, 2023 through April 30, 2024

	Jul 1, '23 - Apr '24	Budget	\$ Over Budget	% of Budget	Adjustment	Revised Budget
Income						
Total 700 · Water Charges	480,139	582,460	(102,321)	1	-	582,460
Total 710 · Miscellaneous Income	5,647	12,100	(6,453)	0	(1,100)	11,000
Total Income	485,785	594,560	(108,775)	1	(1,100)	593,460
Expense						
Total 835 Lab & Monitoring	9,428	10,700	(1,272)	1	(307)	10,393
Total 840 Maintenance & Utilities	35,409	55,500	(20,091)	1	(13,475)	42,025
Total 844 Storage & Distribution	2,736	3,500	(764)	1	(915)	2,585
Total 850 Supplies & Inventory	20,696	21,000	(304)	1	1,000	22,000
Total 870 Administration	31,167	63,787	(32,620)	0	(30,107)	33,680
810 · Personnel Costs						
810-01 · Management Wages	55,687	128,835	(73,148)	0	(66,474)	62,361
810-02 · Operations Wages	231,643	279,248	(47,605)	1	(15,449)	263,799
810-03 · Administrative Wages	10,540	33,213	(22,673)	0	(22,252)	10,961
810-04 · Employers Payroll Tax	21,669	33,789	(12,120)	1	(7,999)	25,790
810-05 · Volunteer Wages	-	-	-	-	-	-
810-06 · Duty Officer Stpend	-	-	-	-	-	-
810-07 · Health Insurance	46,754	69,246	(22,492)	1	(6,385)	62,861
810-08 · Retiree Health Ins.	-	2,286	(2,286)	-	(2,286)	-
810-09 · Health Ins in Lieu	-	-	-	-	-	-
810-10 · Retirement Premiums	38,866	62,326	(23,460)	0	26,833	89,159
810-12 · Unfunded Accrued Liability	22,291	23,036	(745)	1	(745)	22,291
810-13 · Workers Comp	874	17,837	(16,963)	0	(5,362)	12,475
810-14 · CalPERS Fees	350	-	350	1	350	350
810-15 · Employee Garnishments	-	-	-	-	-	-
810 · Personnel Costs - Other	-	-	-	-	-	-
Total 810 · Personnel Costs	428,674	649,816	(221,142)	1	(99,769)	550,047
Total 830 · Dispatch & Communications	-	800	(800)	-	(800)	-
Total 841 · Training & Courses	125	500	(375)	0	(375)	125
Total 860 · Vehicle Expenses	15,507	13,000	2,507	1	4,000	17,000
Total Expense	543,741	818,603	(274,862)	1	(140,748)	677,855
	(57,956)	(224,043)	166,087	0	139,648	(84,395)

Inverness Public Utility Fire Department Budget Budget Amendment Summary

	July 1, 2023 through April 24					
	Jul 1, '23 - Apr 23, 24	Budget	\$ Over Budget	% of Budget	Amendment	Revised
Total 600 - Taxes Income	42,270	77,000	(34,730)	1	-	77,000
Total 650 - Restricted Agency Funds	83,455	201,928	(118,473)	0	(24,500)	177,428
Total 710 - Miscellaneous Income	550	5,500	(4,950)	0	(4,950)	550
	<u>126,276</u>	<u>284,428</u>	<u>(158,152)</u>	<u>0</u>	<u>(29,450)</u>	<u>254,978</u>
Total 840 Maintenance & Utilities	8,267	10,500	(2,233)	1	(1,637)	8,863
Total 843 Fire Prevention	20,223	54,496	(34,273)	0	(28,207)	26,289
Total 850 Supplies & Inventory	25,800	11,490	14,310	2	18,500	29,990
Total 870 Administration	25,316	30,452	(5,136)	1	(2,764)	27,688
Total 810 - Personnel Costs	164,912	166,278	(1,366)	1	52,862	219,140
Total 830 - Dispatch & Communications	18,864	15,960	2,904	1	2,952	18,912
Total 841 - Training & Courses	-	5,000	(5,000)	-	(5,000)	-
Total 860 - Vehicle Expenses	8,229	11,000	(2,771)	1	2,500	13,500
	<u>271,610</u>	<u>305,176</u>	<u>(33,566)</u>	<u>1</u>	<u>39,206</u>	<u>344,382</u>
	<u>(145,335)</u>	<u>(20,748)</u>	<u>(124,587)</u>	<u>7</u>	<u>(68,656)</u>	<u>(89,404)</u>

**Inverness Public Utility District
District
Budget Amendment Summary
July 1, 2023 through April '24**

	Jul 1, '23 - Apr 23, 24	Budget	\$ Over Budget	% of Budget	Amendment
Income					
Total 600 - Taxes Income	711,915	753,530	(41,615)	1	(8,527)
Total 710 - Miscellaneous Income	42,148	57,477	(15,329)	1	33,898
Total Income	754,064	811,007	(56,943)	1	25,371
Expense					
Total 840 Maintenance & Utilities	2,120	4,750	(2,630)	0	(1,650)
Total 850 Supplies & Inventory	129	7,250	(7,121)	0	(5,000)
Total 870 Administration	82,984	69,142	13,842	1	16,916
Total 810 - Personnel Costs	229,491	351,282	(121,791)	1	(21,994)
Total 841 - Training & Courses	-	500	(500)	-	(500)
Total Expense	314,724	432,924	(118,200)	1	(12,228)
	439,340	378,083	61,257	1	37,600

**Inverness Public Utility District
District
Budget Amendment Summary
July 1, 2023 through April '24**

	<u>Revised</u>
Income	
Total 600 · Taxes Income	745,003
Total 710 · Miscellaneous Income	91,375
Total Income	836,378
Expense	
Total 840 Maintenance & Utilities	3,100
Total 850 Supplies & Inventory	2,250
Total 870 Administration	86,058
Total 810 · Personnel Costs	329,288
Total 841 · Training & Courses	-
Total Expense	420,696
	415,683



Inverness Public Utility District
Board Meeting

Agenda Item No. 10

Extension of FY 23/24 Operating Budget into
FY 24/25



Inverness Public Utility District

Board Agenda Item Staff Report

Subject: Extend 2023/24 Budget for up to 60 Days into FY 2024/25
Meeting Date: May 21, 2024
Date Prepared: May 6, 2024
Prepared by: Shelley Redding
Attachments: None

Recommended Action: Authorize IPUD's operations to continue for up to 60 days into fiscal year 2024/25 based on a pro rata extension of the District's 2023/24 operating budget.

Staff expects to have an operating budget proposal for fiscal year 2024/25 ready for submission to your Board in July.

To keep the District functioning after June 30, we need an authorization from your Board to continue funding operations at the same level as under the current (2023/24) year's budget (except that any changes for 2024/25 in employee pay rates that have been approved by your Board would go into effect on July 1). While we expect to have a budget proposal ready for your consideration and adoption in July, we are asking for a 60-day extension (into August) to be on the safe side in the event of delays for unforeseen reasons.



Inverness Public Utility District
Board Meeting

Agenda Item No. 11

Ordinance 113-2024
Amending Water System Regulation 301 to Set Water Rates
Effective July 1, 2024 (CPI Adjustment)



Board Agenda Item Staff Report

Subject: Ordinance 113-2024: Amending Water System Regulation 301 to Set Water Rates Effective July 1, 2024 (CPI Adjustment)

Meeting Date: May 21, 2024

Date Prepared: April 17, 2024

Prepared by: Wade B. Holland, Customer Services Manager

Attachments: Draft Ordinance 113-2024; Markup copy of Regulation 301 showing proposed changes; U.S. Bureau of Labor Statistics CPI-U Table

Recommended Action: Adopt Ordinance 113-2024

The most recent increase in water rates went into effect on July 1, 2023, pursuant to Ordinance 110-2023 adopted by the Board on May 24, 2023, in accordance with the requirements of Prop. 218 (Sec. 6, Art. XIII D of the State Constitution).

The procedure used to enact the July 2024 rates derived from the Board’s adoption in 2021 of Ordinance 104-2021, which enabled the rates to be adjusted annually on July 1 of 2023, 2024, 2025, and 2026 by a factor equal to the change over the preceding calendar year in the Consumer Price Index for our urban area (Marin is part of the San Francisco/Oakland/Hayward urban area). Last year’s Ordinance 110-2023 set the Basic Charge for the current (2023/24) year at \$157.32 bimonthly and set schedules of water usage charges.

The proposed Ordinance 113-2024 makes the necessary changes to the Water System’s Regulation 301, “Rates and Charges,” so that new water rates and charges will go into effect on July 1, 2024, to reflect the change in the consumer price index (CPI) during the calendar year 2023. Included in the attachments is a page from the website of the U.S. Bureau of Labor Statistics that contains the table from which we determined that the adjustment factor to be used is +3.67%.

Also included in the attachments is a copy of the existing Regulation 301 showing with markup (strikeouts and underlining) the changes that would be made to the regulation by adopting Ordinance 113-2024.

There are no changes to rates and charges that would necessitate a new Prop. 218 process. All the proposed changes to rates and charges derive exclusively from the applicable CPI adjustment, pursuant to authority provided for (for the years 2023 through 2026) in the Prop. 218 hearing conducted on November 17, 2021, and the resulting adoption of Ordinance 104-2021.

Because an ordinance is required to change rates and charges, and because an ordinance does not go into effect until 30 days after it is adopted by the Board, it is necessary to adopt Ordinance 113-2024 before the end of May so it will be in effect by July 1, the intended effective date of the adjusted rates and charges.

ORDINANCE 113-2024

**AN ORDINANCE AMENDING REGULATION 301, "RATES AND CHARGES,"
OF THE REGULATIONS OF THE
INVERNESS PUBLIC UTILITY DISTRICT WATER SYSTEM**

WHEREAS, the Board of Directors of the Inverness Public Utility District on November 17, 2021, enacted Ordinance 104-2021, which Ordinance amended Regulation 301, "Rates and Charges," of the Regulations of the Inverness Public Utility District Water System increasing certain specified rates and charges for provision of water service to customers of the Inverness Public Utility District Water System effective on January 1, 2022; and

WHEREAS, said increases in the rates and charges were adopted in accordance with the provisions of Sec. 6 of Article XIII D of the Constitution of the State of California; and

WHEREAS, said amendments to Regulation 301 included provision for adjusting the cited rates and charges on July 1 of each of the years 2023, 2024, 2025, and 2026 by a factor equal to the ratio of change during the preceding calendar year in the U.S. Department of Labor's U.S. Bureau of Labor Statistics' published Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose (subsequently redesignated by the Bureau of Labor Statistics as San Francisco-Oakland-Hayward) Area (1982-1984=100), provided that no annual change in the rates and charges shall exceed an increase of five percent (5%); and

WHEREAS, said ratio of change in the applicable CPI-U for calendar year 2023 was 0.0366599, equivalent to three and 67/100s percent (3.67%), which ratio the Board of Directors desires to apply to the applicable rates and charges for its Water System's customers effective on July 1, 2024, by amending the applicable rates and charges itemized in Regulation 301 of the Regulations of the Inverness Public Utility District Water System,

NOW, THEREFORE, BE IT ENACTED by the Board of Directors of the Inverness Public Utility District that Regulation 301 of the Regulations of the Inverness Public Utility District Water System shall be and is amended as follows:

SECTION 1. Paragraph (b), "Amount of Basic Charge," of Regulation 301 is amended to read as follows::

“(b) Amount of Basic Charge

Effective July 1, 2024, the amount of the bimonthly Basic Charge shall be One Hundred Sixty-three and 9/100s Dollars (\$163.09), except as the amount of the Basic Charge is modified for qualifying customers pursuant to the applicable provisions of Regulation 302, "Lifeline Program.””

SECTION 2. Paragraph (d), "Metered Usage Charge Rates," of Regulation 301 is amended to read as follows:

“(d) Metered Usage Charge Rates

The metered usage charge for all customers, unless provided for otherwise in this Regulation, for water usage measured in units of 100 cubic feet (ccf) or fraction thereof shall be calculated in accordance with the schedule shown below, this schedule of usage charge rates to become effective for any metered usage charge based on a customer water meter reading conducted on or after July 1, 2024:

Usage (ccf)	Residential service rate (per ccf)	Non-residential service rate (per ccf)
1 – 4	\$0.00	0.00
5 – 12	\$3.27	\$3.27

13 – 24	\$5.43	\$5.43
25 – 36	\$6.52	\$6.52
37 – 48	\$10.87	\$10.87
49 – 60	\$13.05	\$13.05
61 & up	\$30.45	\$13.05

A service’s categorization as “Residential service” or “Non-residential service” shall be based on the prevailing use of the property served by a water service connection, as determined by the General Manager, whose determination may be appealed in writing to the Board of Directors; the determination by the Board of Directors shall be final and binding. In the case of a connection serving undeveloped property, the categorization as “Residential service” or “Non-residential service” shall be based on the intended usage of the property, based on the principal use of the property as determined by Marin County zoning.”

SECTION 3. Paragraph (k), “Cross-Connection and Backflow Prevention Rates,” of Regulation 301 is amended to read as follows:

“(k) Cross-Connection and Backflow Prevention Rates

In the case of a customer connection for which a “cross-connection condition” exists, as defined pursuant to Regulation 108, “Cross-Connection and Backflow Prevention,” of the Regulations of the Inverness Public Utility District Water System, the bimonthly charge provided for in Paragraph (o) of said Regulation 108 shall be as stipulated by the schedule shown below, effective July 1, 2024:

<u>Inspection Frequency</u>	<u>Charge (bimonthly)</u>
Annual	\$13.05
Semiannual	\$26.10
Quarterly	\$52.20
Monthly	\$156.60”

SECTION 4. This Ordinance shall be and hereby is declared to be in full force and effect as of thirty (30) days from and after the date of its adoption. The Clerk of the Board shall cause this Ordinance to be published in a newspaper of general circulation in the District at least one (1) week before the expiration of said thirty (30) days and shall also cause copies of this Ordinance to be posted in at least three (3) public places in the District for thirty (30) days, and said publication and said posted copies shall show the names of the Directors voting for and against adoption of this Ordinance.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Inverness Public Utility District on the 21st day of May, 2024, by the following vote, to wit:

- AYES: Directors**
- NOES:**
- ABSTAINING:**
- ABSENT:**

Kathryn Donohue, President

ATTEST:

Shelley Redding, Clerk of the Board

.....
I hereby certify that the foregoing instrument is a true and correct copy of the original of Ordinance 113-2024 on record in this office, and that subsequent to its adoption no provision of Ordinance 113-2024 has been amended, modified, or revoked by the governing body.

_____, Clerk of the Board, Inverness Public Utility District,
County of Marin, State of California.

By _____ Date _____

Databases, Tables & Calculators by Subject

[Special Notices](#) 12/05/2023

Change Output Options: From: To:

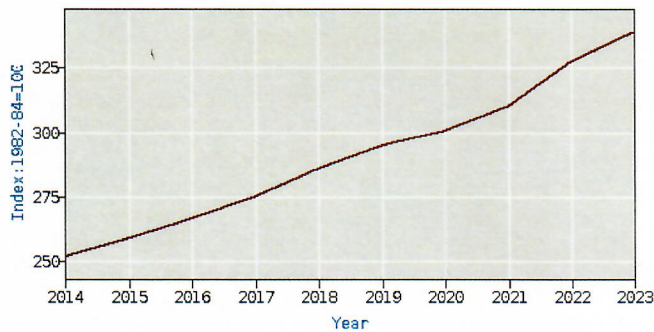
include graphs include annual averages

[More Formatting Options](#) 

Data extracted on: April 17, 2024 (4:33:51 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUURS49BSA0
 Not Seasonally Adjusted
Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
Area: San Francisco-Oakland-Hayward, CA
Item: All items
Base Period: 1982-84=100



Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626		274.589		275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018		281.308		283.422		286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019		291.227		294.801		295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020		299.690		298.074		300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021		304.387		309.419		309.497		311.167		313.265		315.805	309.721	306.724	312.718
2022		320.195		324.878		330.539		328.871		332.062		331.222	327.060	323.408	330.711
2023		337.173		338.496		340.056		340.094		341.219		339.915	339.050	337.689	340.411

339.050
~~327.060~~

 11.99 / 327.060 =
 0.0367 =
 + 3.67%
 for 7/1/2024

Regulation 301

RATES AND CHARGES

(a) **Basic Charge**

A Basic Charge shall be applied to each service connection, whether the service is actually or constructively installed. The Basic Charge shall be applied bimonthly for the periods of January-February, March-April, May-June, July-August, September-October, and November-December, and shall be billed in advance to each service connection customer concurrently with the billing for the immediately preceding period's metered usage charges. In the event of a change in the customer for a service connection during a stated bimonthly period, the Basic Charge for that period shall be prorated between the old and new customers on the basis of the number of days each customer was the customer of record.

(b) **Amount of Basic Charge**

Effective July 1, ~~2023~~2024, the amount of the bimonthly Basic Charge shall be One Hundred ~~Fifty-seven~~Sixty-three and ~~329~~/100s Dollars (~~\$157.32~~\$163.09), except as the amount of the Basic Charge is modified for qualifying customers pursuant to the applicable provisions of Regulation 302, "Lifeline Program."

(c) **Metered Usage Charge**

Each metered customer connection shall be charged bimonthly for the amount of water drawn through the customer meter, as determined by reading the customer's meter. Such metered usage charge shall be based on the metered usage rates provided for in paragraph (d) of this Regulation. The bimonthly period for purposes of determining the metered usage charge shall be such that no bimonthly period consists of fewer than 45 days nor more than 75 days, and shall be as close to 60 days as is operationally practical. The ending date of each meter-reading period shall be such that statements are rendered to customers close to the last day of the bimonthly period for purposes of the Basic Charge provided for in paragraph (a) of this Regulation. Usage by a customer for less than a full bimonthly period shall be billed as if it represented the total usage for the bimonthly period.

(d) **Metered Usage Charge Rates**

The metered usage charge for all customers, unless provided for otherwise in this Regulation, for water usage measured in units of 100 cubic feet (ccf) or fraction thereof shall be calculated in accordance with the schedule shown below, this schedule of usage charge rates to become effective for any metered usage charge based on a customer water meter reading conducted on or after July 1, ~~2023~~2024:

Usage (ccf)	Residential service rate (per ccf)	Non-residential service rate (per ccf)
1 – 4	\$0.00	0.00
5 – 12	\$3.15 \$3.27	\$3.15 \$3.27
13 – 24	\$5.24 \$5.43	\$5.24 \$5.43
25 – 36	\$6.29 \$6.52	\$6.29 \$6.52
37 – 48	\$10.49 \$10.87	\$10.49 \$10.87
49 – 60	\$12.59 \$13.05	\$12.59 \$13.05
61 & up	\$29.37 \$30.45	\$12.59 \$13.05

A service's categorization as "Residential service" or "Non-residential service" shall be based on the prevailing use of the property served by a water service connection, as determined by the General Manager, whose determination may be appealed in writing to the Board of Directors; the determination by the Board of Directors shall be final and binding. In the case of a connection serving undeveloped property, the

categorization as “Residential service” or “Non-residential service” shall be based on the intended usage of the property, based on the principal use of the property as determined by Marin County zoning.

(e) **Rates for Public Water Service from Publicly Owned Fire Hydrants**

No charge shall be made for water drawn from a publicly owned fire hydrant, standpipe, or similar device when such draw is for public, firefighting, emergency, or water system purposes and is by, under the direction of, or pursuant to authorization by firefighting or other emergency officials, or by, under the direction of, or pursuant to authorization by officials or employees of the Inverness P.U.D. Water System.

(f) **Rates for Private Water Service from Publicly Owned Fire Hydrants**

The rate for water drawn for private use from a publicly owned fire hydrant, standpipe, or similar device pursuant to a permit issued by the System shall be equal to the highest residential metered usage rate shown in Paragraph (d) of this Regulation. In the event such usage is not metered, usage shall be estimated by the System. The System may, at its sole discretion, require that a deposit be posted with the System in advance of any draw of water for private use from a publicly owned fire hydrant, standpipe, or similar device in an amount equal to the estimated total cost of the water anticipated to be drawn.

If a temporary line connection is made to a publicly owned fire hydrant, standpipe, or similar device pursuant to a permit issued by the System in order to convey water from the hydrant, standpipe, or similar device to the location of the private use, a Connection/Disconnection Charge of One Hundred Dollars (\$100.00) shall be payable in advance of installation of said connection. In addition to the charge for water drawn through such a temporary line connection, a connection device rental charge and water availability charge of Ten Dollars (\$10.00) per calendar day shall be assessed. The usage and rental/availability charges may be billed to the customer on a weekly, biweekly, monthly, or bimonthly basis, at the discretion of the system, and any such invoice shall be payable within 15 days of the invoice being rendered to the customer. The System shall provide only the connection at the hydrant, standpipe, or similar device; provision and installation of the temporary conveyance line shall be the obligation of the user, and such conveyance line must be approved by the System as adequate and in sufficiently good repair to accommodate the volume and pressure of the water to be conveyed.

(g) **Refused Payment Charge**

A charge shall be applied to the customer’s account for each instance in which the customer’s payment of any charges is refused by the customer’s bank for any reason. The charge shall be Twenty-Five Dollars (\$25.00) as a handling and processing charge plus whatever, if any, is charged by the System’s bank to the System for the bank’s processing and handling of the returned payment.

(h) **Late Payment Charge**

A Late Payment Charge shall be applied to the account of any customer on whose account any invoiced charge has not been paid after sixty (60) days from the date of the invoice showing the charge. The Late Payment Charge shall be applied at such time that the System sends to the customer a Ten-Day Service Shutoff Notice. The amount of the Late Payment charge when the Ten-Day Service Shutoff Notice is issued shall be Thirty-Five Dollars (\$35.00). In the event the customer who received the Ten-Day Service Shutoff Notice does not respond, a Forty-Eight-Hour Service Shutoff Notice shall be issued and posted on the property and an additional Sixty-Five Dollars (\$65.00) shall be charged.

(i) **Special Meter Reading Charge**

A charge of Thirty Dollars (\$30.00) shall be applied to the account of a customer at such time that the meter serving the customer’s service is read by System personnel at a time not regularly scheduled for a reading of the meter and pursuant to a request from the customer that the meter be read, except that this charge shall not be applied if the request that the meter be read is in conjunction with a change in the customer for the service connection, or if the request that the meter be read is in conjunction with the filing of a formal

request for a testing of the accuracy of the meter, or if the request that the meter be read is in conjunction with the filing by the customer of a request for investigation of a disputed bill.

(j) **Account Setup Charge**

A charge of Fifty Dollars (\$50.00) shall be applied to the account of a new customer as a processing and setup charge to cover costs of changing the account from the previous customer to the new customer. Any customer-initiated change in customer information that necessitates assignment of a new account number shall be construed as constituting a change in the customer for purposes of application of this charge. This charge shall also be applied as a processing fee in order to place into effect an Authorization to Forward Statements. However, this charge shall not be applied to set up the account of the first customer for a newly installed service connection.

(k) **Cross-Connection and Backflow Prevention Rates**

In the case of a customer connection for which a “cross-connection condition” exists, as defined pursuant to Regulation 108, “Cross-Connection and Backflow Prevention,” of the Regulations of the Inverness Public Utility District Water System, the bimonthly charge provided for in Paragraph (o) of said Regulation 108 shall be as stipulated by the schedule shown below, effective July 1, 2023:

<u>Inspection Frequency</u>	<u>Charge (bimonthly)</u>
Annual	\$12.59 <u>\$13.05</u>
Semiannual	\$25.17 <u>\$26.10</u>
Quarterly	\$50.34 <u>\$52.20</u>
Monthly	\$151.03 <u>\$156.60</u>

(l) **Automatic Annual Adjustment of Rates and Charges to Reflect the Change in the Consumer Price Index**

The customer rates and charges specified below shall be adjusted in the years 2023, 2024, 2025, and 2026 effective with each year’s bimonthly billing for the period of July/August to reflect the ratio of change during the preceding calendar year in the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-Hayward area (1982-1984=100) as published by the U.S. Department of Labor, U.S. Bureau of Labor Statistics, except that no annual change in the rates and charges shall exceed an increase of five percent (5%). This annual adjustment shall apply to the Basic Charge rates, the Cross-Connection and Backflow Prevention rates, the rates for Private Water Service from Publicly Owned Fire Hydrants, and the Metered Usage Charge rates (effective for any metered usage charge based on a customer water meter reading conducted on or after July 1 of the subject year).

(m) **Fixed Charges**

The aggregate of a customer’s Basic Charge and Cross-Connection and Backflow Prevention Charge, as applicable, constitutes the customer’s “fixed charges.” The components constituting the fixed charges need not be itemized separately on the customer water bills, but may be aggregated as the Fixed Charges.

* * * * *

As Regulation 54: 1986, May 21: Adopted (Ordinance 5-86)
1988, March 21: Amended (Ordinance 12-88)
1988 July 11: Amended (Ordinance 17-88)
1988, November 21: Amended in its entirety (Ordinance 18-88)
1989, May 22: Fixed charges in Paragraph a amended (Ordinance 21-89)
1990, June 18: Fixed charges in Paragraph a amended (Ordinance 25-90)
1991, May 20: Fixed charges in Paragraph a, metered usage charges in Paragraph c, and rate for fire hydrants system in Paragraph e amended (Ordinance 27-91)

- 1992, May 18: Fixed charges in Paragraph a and rate for fire hydrants system in Paragraph e amended, effective 7/1/92 (Ordinance 31-92)
- 1992, May 18: Fixed charges in Paragraph a amended, effective 9/1/92 (Ordinance 31-92)
- 1993, May 17: Fixed charges in Paragraph a amended and Paragraph e rewritten (Ordinance 34-93)
- 1993, July 19: Fixed charges in Paragraph a amended (Ordinance 36-93)
- 1997, May 27: Replaced in its entirety by Regulation 301 (Ordinance 44-1997)

- As Regulation 301:
- 1997, May 27: Adopted (amending and replacing Regulation 54) (Ordinance 44-1997) [Conforms water rates to Proposition 218]
- 1997, September 29: Basic Charge in Paragraph (b) and Usage Charge Rates in Paragraph (d) amended (amended Paragraph (b) to become effective January 1, 1998; amended Paragraph (d) to become effective November 1, 1997) (Ordinance 46-1997) [Reverts to pre-Prop. 218 tiered water rates]
- 1998, June 15: Basic Charge in Paragraph (b) amended, to become effective Sept. 1, 1998 (Ordinance 49-1998)
- 2001, July 2: Usage Charge Rates in Paragraph (d) amended (effective 7/1/2001), distinction between residential and non-residential usage rates introduced, and Account Setup Charge in Paragraph (j) increased from \$5.00 to \$10.00 (Ordinance 57-2001)
- 2002, June 22: Usage Charge Rates in Paragraph (d) amended, effective 7/1/2005 (Ordinance 67-2005).
- 2008, June 25: Basic Charge in Paragraph (b), Metered Usage Charge Rates in Paragraph (d), Returned Check Charge in Paragraph (g), Special Meter Reading Charge in Paragraph (i), and Account Setup Charge in Paragraph (j) amended, effective July 1, 2008 (Ordinance 72-2005).
- 2009, June 24: Basic Charge in Paragraph (b), Metered Usage Charge Rates in Paragraph (d), Late Payment Charge in Paragraph (h) amended, effective July 1, 2009 (Ordinance 76-2009)
- 2017 October 25: Basic Charge in Paragraph (b) and Metered Usage Charge Rates in Paragraph (d) amended, effective January 1, 2018 (Ordinance 87-2017).
- 2019, May 22, Basic Charge in Paragraph (b), Metered Usage Charge Rates in Paragraph (d), and paragraph in Paragraph (d) on "A service's categorization..." amended, effective July 1, 2019 (Ordinance 90-2019).
- 2020: May 27: Basic Charge in Paragraph (b) amended, Metered Usage Charge Rates in Paragraph (d) amended, and Paragraph (k) on "Rates and Charges for Temporary Service" added, effective July 1, 2020 (Ordinance 93-2020).
- 2021: November 17: Paragraph (b), "Amount of Basic Charge," amended and Paragraphs (l), "Automatic Annual Adjustment of Rates and Charges to Reflect the Change in the Consumer Price Index," (m), "Drought Surcharge," and (n) "Fixed Charges" added, effective January 1, 2022 (Ordinance 104-2021).
- 2023: May 24: Ordinance 110-2023 adjusted rates and charges effective July 1, 2023, to reflect 4.88% cost-of-living increase (Consumer Price Index) during calendar year 2022 (Basic Charge in Paragraph (b), Metered Usage Charge Rates in Paragraph (d), and Cross-Connection and Backflow Prevention Rates in Paragraph (k)); made minor changes in Paragraph (c) (Metered Usage Charge), first paragraph of Paragraph (f) (Rates for Private Water Service from Publicly Owned Fire Hydrants), Paragraph (h) (Late Payment Charge), Paragraph (i) (Special Meter Reading Charge), and Paragraph (l) (Automatic Annual Adjustment of Rates and Charges to Reflect the Change in the Consumer Price Index); changed "Returned Check Charge" in Paragraph (g) to "Refused Payment Charge"; deleted Paragraph (m) (Drought Surcharge); and modified and redesignated Paragraph (n) as Paragraph (m) (Fixed Charges).

NOTE: Whenever a change in water rates occurs, be sure to update the file "IPUD Water Rates History.docx" at S:\2Water\9 Water Rates-Rate Change\IPUD Water Rates History.docx.



Inverness Public Utility District
Board Meeting

Agenda Item No. 12

**Resolution 284-2024
Calling an Election on November 5, 2024 for Members
of the Board of Directors**



Inverness Public Utility District

Board Agenda Item Staff Report

Subject: Resolution 284-2024: November Board Election
Meeting Date: May 21, 2024
Date Prepared: April 16, 2024
Prepared by: Shelley Redding, General Manager
Attachments: Draft Resolution 284-2024; Elected Officials Roster

Recommended Action: Approve and adopt Resolution No. 284-2024

Election time is here again! The first order of business is that the District must file the above-referenced Resolution by May 31, 2024.

Second, you must decide if you would like to continue serving on the Board. Below are the current terms and who will be up for election in November:

<u>Board Member</u>	<u>Term Expiration</u>	<u>2022 Election</u>
David Press	2026	No
Ken Emanuels	2026	No
Kathryn Donohue	2024	Yes
Brent Johnson	2024	Yes
Dakota Whitney	2024	Yes

Candidate Guidelines will be emailed by the Registrar of Voters office by mid-June 2024. The nomination period for all candidates is between July and August, with dates to be determined. Incumbents must file during this period.

Inverness Public Utility District

RESOLUTION NO. 284-2024

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INVERNESS PUBLIC UTILITY DISTRICT
PROPOSING AN ELECTION BE HELD IN ITS JURISDICTION,
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE SAID ELECTION
WITH ANY OTHER ELECTION CONDUCTED ON THE SAME DAY,
AND REQUESTING ELECTION SERVICES BY THE REGISTRAR OF VOTERS**

WHEREAS, it is the determination of the Board of Directors of the Inverness Public Utility District that a Consolidated School, District and Municipal Election is to be held on the 5th day of November 2024, at which election the issue of electing members of said Board of Directors shall be presented to the voters:

BE IT RESOLVED TO ELECT THE FOLLOWING MEMBERS OF THE BOARD:

Number of Regular Term Positions (4 year) 3

Number of Short-Term Positions (2 year) 0

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Marin is hereby requested to:

- 1) Consolidate said election with any other applicable election conducted on the same day;
- 2) Authorize and direct the Registrar of Voters to provide, at District expense, all necessary election services and to canvass the results of said election.

PASSED AND ADOPTED this 21st day of May, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Kenneth J. Emmanuel, Vice President

ATTEST: _____
Shelley Redding
Secretary/Clerk of the Board

I hereby certify that the foregoing instrument is a true and correct copy of the original of Resolution 284-2024 on record in this office, and that subsequent to its adoption no provisions of Resolution 284-2024 has been amended, modified, or revoked by the governing body.

_____, Clerk of the Board, Inverness Public Utility District, County of Marin,
State of California.

By _____ Date _____



Inverness Public Utility District
Board Meeting

Agenda Item No. 13

**Acceptance of Extra-Help Work Agreements with
Annuitants for Fiscal Year 2024-2025**

Inverness Public Utility District

Extra-Help Position Work Agreement with Retired Annuitant

This Agreement is made on May 21, 2024, by and between the Board of Directors of the Inverness Public Utility District ("District") and Kaaren S. Gann ("Retiree") and shall be effective on July 1, 2024, provided said Agreement has been executed by both parties, as noted by the Acceptances below.

1. Retiree is a retired annuitant who has been receiving a service retirement pension benefit from California Public Employees' Retirement System ("CalPERS") since 2010. District contracts with California Public Employees' Retirement System for pension benefits for its employees (as a "CalPERS employer").
2. District desires to appoint the Retiree to a limited-duration extra-help position in the bookkeeper function and to provide support to the General Manger.
3. District finds that Retiree, as a former General Manager of the District, has specialized skills needed to perform the work.
4. Retiree's work for District and any other employer in the same retirement system shall under no circumstances exceed 960 hours in a fiscal year.
5. Retiree is not subject to the 180-day waiting period since retirement before returning to work for an employer in the same retirement system because Retiree retired in 2010.
6. Retiree will not be employed in a permanent full-time or part-time or regular staff position because the position the Retiree is being hired for does not currently exist.
7. Retiree was not under the applicable normal retirement age when she retired.
8. District and Retiree hereby certify that Retiree did not receive a "golden handshake" or any other employer incentive to retire.
9. Retiree shall not be entitled to, nor shall Retiree receive, any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.
10. The Retiree's hourly pay rate shall be based on the monthly base salary paid to the position currently assigned to perform comparable duties, divided by 173.333, which position is that of the General Manager.
11. By accepting this Agreement, Retiree certifies to District that she has not within the preceding 12-month period received unemployment insurance compensation for prior retired annuitant employment with any public employer and is in compliance with the requirement of G.C. 7522.56(e)(1).
12. District and Retiree agree that Retiree's employment as provided for by this Agreement is not as an independent contractor, consultant, or contract employee.
13. District declares that this Agreement constitutes an "appointment by the appointing power" of the District because the Retiree "has skills needed to perform work of limited duration," pursuant to G.C. 7522.56(c).
14. District acknowledges its obligation to report in my|CalPERS all the hours worked by Retiree.
15. During the term of employment, Retiree shall ensure smooth, timely, and efficient functioning of the District's finances, bookkeeping, and accounting.
16. This Agreement shall be in effect from July 1, 2024, for a period of up to 12 consecutive calendar months. Retiree agrees that the maximum number of hours worked by Retiree during said period of effectiveness shall not exceed 440.00 unless any hours in excess of 440.00 are authorized by an action of the Board of Directors.

- 17. This Agreement shall not extend beyond June 30, 2025, unless extended in advance of said date by an action of the Board of Directors.
- 18. This Agreement may be amended only by mutual agreement of the parties.

ACCEPTANCES:

Inverness Public Utility District

Retiree

Kathryn Donohue President
Board of Directors

Kaaren S. Gann

Date: _____

Date: _____

DRAFT

Inverness Public Utility District

Extra-Help Position Work Agreement with Retired Annuitant

This Agreement is made on May 21, 2024, by and between the Board of Directors of the Inverness Public Utility District ("District") and Wade B. Holland ("Retiree") and shall become effective on July 1, 2024, provided said Agreement has been executed by both parties, as noted by the Acceptances below.

1. Retiree is a retired annuitant who has been receiving a service retirement pension benefit from California Public Employees' Retirement System ("CalPERS") since 2001. District contracts with California Public Employees' Retirement System for pension benefits for its employees (as a "CalPERS employer").
2. District desires to appoint the Retiree to a limited-duration extra-help position in the Inverness Water System's Accounts Receivable function and to provide training and on-the-job oversight to the General Manager and other administrative employees.
3. District finds that Retiree, as a former General Manager of the District, has specialized skills needed to perform the work.
4. Retiree's work for District and any other employer in the same retirement system shall under no circumstances exceed 960 hours in a fiscal year.
5. Retiree is not subject to the 180-day waiting period since retirement before returning to work for an employer in the same retirement system because Retiree retired in 2001.
6. Retiree will not be employed in a permanent full-time or part-time or regular staff position because the position of Customer Services Manager is not shown on the District's organization chart.
7. Retiree was not under the applicable normal retirement age when he retired.
8. District and Retiree hereby certify that Retiree did not receive a "golden handshake" or any other employer incentive to retire.
9. Retiree shall not be entitled to, nor shall Retiree receive, any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.
10. The Retiree's hourly pay rate shall be based on the monthly base salary paid to the position currently assigned to perform comparable duties, divided by 173.333. District affirms that said monthly base salary is that of the General Manager.
11. By accepting this Agreement, Retiree certifies to District that he has not within the preceding 12-month period received unemployment insurance compensation for prior retired annuitant employment with any public employer and is in compliance with the requirement of G.C. 7522.56(e)(1).
12. District and Retiree agree that Retiree's employment as provided for by this Agreement is not as an independent contractor, consultant, or contract employee.
13. District declares that this Agreement constitutes an "appointment by the appointing power" of the District because the Retiree "has skills needed to perform work of limited duration," pursuant to G.C. 7522.56(c).
14. District acknowledges its obligation to report in my|CalPERS all the hours worked by Retiree.
15. During the term of employment, Retiree shall ensure smooth, timely, and efficient functioning of the Inverness Water System's Accounts Receivable function.

- 16. This Agreement shall be in effect from July 1, 2024, for a period of up to 12 consecutive calendar months. Retiree agrees that the maximum number of hours worked by Retiree during said period of effectiveness shall not exceed 960.
- 17. This Agreement shall not extend beyond June 30, 2025, unless extended in advance of said date by an action of the Board of Directors.
- 18. This Agreement may be amended only by mutual agreement of the parties.

ACCEPTANCES:

Inverness Public Utility District

Retiree

Kathryn Donohue, President
Board of Directors

Wade B. Holland

Date: _____

Date: _____

DRAFT



Inverness Public Utility District
Board Meeting

Agenda Item No. 14

**Approve Letter to State Budget Committee Chair
Opposing Governor's Budget Proposal Regarding
Charter Schools Eligibility for ERAF**



INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT & WATER SYSTEM

POST OFFICE BOX 469

INVERNESS, CA 94937 - 0469

May 21, 2024

State Senator Scott Weiner
Chair, Senate Budget Committee
1021 O Street, Suite 8620
Sacramento, CA 95814

Assemblymember Jesse Gabriel
Chair, Assembly Budget Committee
1021 O Street, Suite 8330
Sacramento, CA 95814

Re: Governor's Proposed Budget: Charter School Eligibility for Education Revenue Augmentation Funds (ERAF) – OPPOSE

Dear Senator Weiner and Assemblymember Gabriel,

On behalf of the Board of Directors of the Inverness Public Utility District, I write to convey our Board's strong opposition to the Governor's 2024-25 budget proposal regarding Charter School Eligibility for Education Revenue Augmentation Funds (ERAF). This proposal would result in the **permanent loss of \$1.1 to \$2.7 million annually** in Excess ERAF funding to 65 local governmental entities throughout Marin County that deliver vital emergency, transportation, public safety, safety net, and other services. Critically, **it would not result in any more funding for schools.**

We understand the difficult situation of the state budget this year, and that tough budgetary decisions must be made. However, given other proposed cuts to state safety net programs, infrastructure funding, and other state-administered services, now is not the time to also pass on additional ongoing – and disproportionate – cuts to a handful of counties, cities and special districts facing difficult challenges of their own.

As you know, Excess ERAF results from ERAF property tax funds left over once the state has fulfilled its funding obligations to Marin schools and community colleges. Excess ERAF funds collected from Marin residents are then returned to Marin County, its cities, towns, and special districts to provide general public services. The services supported by Excess ERAF provide some of the most direct impacts on the day-to-day lives of residents including parks, libraries, public safety, affordable and workforce housing, economic vitality, initiatives to address homelessness, and other key local government functions.

BOARD OF DIRECTORS: KATHRYN DONOHUE PRESIDENT • **KENNETH J. EMANUELS**, VICE PRESIDENT
DAVID PRESS, TREASURER • **BRENT JOHNSON** • **DAKOTA WHITNEY**



SHELLEY REDDING, GENERAL MANAGER/CLERK OF THE BOARD
JAMES K. FOX, CHIEF OF OPERATIONS (FIRE CHIEF, WATER SYSTEM SUPERINTENDENT)



INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT & WATER SYSTEM

POST OFFICE BOX 469

INVERNESS, CA 94937 - 0469

Additionally, the Governor's proposal would result in approximately **\$440,000 in cuts to 58 special districts** in Marin. Special districts deliver key services that our residents and visitors rely on, from sanitary districts to flood zone protection infrastructure to volunteer fire districts in West Marin, which provide emergency medical services to residents and visitors alike on a shoestring budget.

To be clear, we **strongly support our public schools** and are concerned with any funding cuts that impact learning and education. However, this proposal maintains the same level of state funding to our charter schools while actually **reducing funding to public libraries**. The net result is a loss in public education funding in our communities.

Finally, we not only believe that this proposal is poor public policy for the reasons stated in this letter, but we also maintain that Excess ERAF funds are constitutionally protected for the localities that generate them. Please see the February 14, 2024, letter from the Marin County Executive which highlights these legal concerns.

Thank you for your consideration of our concerns, and we urge the state not to move forward with the Governor's proposal, which would result in permanent cuts to dozens of local entities without benefiting our schools.

Sincerely,

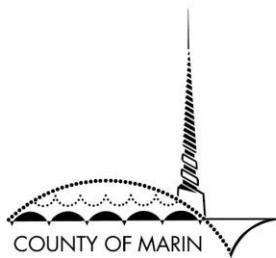
Kenneth J Emanuels, Vice President
Board of Directors

Cc: Senator Mike McGuire
Assemblymember Damon Connolly

BOARD OF DIRECTORS: KATHRYN DONOHUE PRESIDENT • **KENNETH J. EMANUELS**, VICE PRESIDENT
DAVID PRESS, TREASURER • **BRENT JOHNSON** • **DAKOTA WHITNEY**



SHELLEY REDDING, GENERAL MANAGER/CLERK OF THE BOARD
JAMES K. FOX, CHIEF OF OPERATIONS (FIRE CHIEF, WATER SYSTEM SUPERINTENDENT)



Matthew H. Hymel
COUNTY EXECUTIVE

February 14, 2024

Daniel Eilerman
ASSISTANT COUNTY EXECUTIVE

State Senator Scott Weiner
Chair, Senate Budget Committee
1021 O Street, Suite 8620
Sacramento, CA 95814

Ariel Espiritu Santo
ASSISTANT COUNTY EXECUTIVE

Assemblymember Jesse Gabriel
Chair, Assembly Budget Committee
1021 O Street, Suite 8330
Sacramento, CA 95814

Marin County Civic Center
3501 Civic Center Drive
Suite 325
San Rafael, CA 94903
415 473 6358 T
415 473 4104 F
CRS Dial 711
MarinCounty.org/cao

Re: Governor's Proposed Budget: Charter School Eligibility for Education Revenue Augmentation Funds – OPPOSE

Dear Senator Weiner and Assemblymember Gabriel,

On behalf of the Marin County Board of Supervisors, I write to oppose the Governor's budget proposal that purports to "clarify" that charter schools are eligible to receive Education Revenue Augmentation Funds (ERAF)¹. This is the latest in a series of attempts by the State Department of Finance (DOF) to take constitutionally protected funds from local governments for State use at the expense of local health and safety programs and services.

ERAF allocations are constitutionally protected.

Faced with a fiscal crisis in 1992, the Legislature, seeking to meet State minimum educational funding obligations under Proposition 98, required local governments to shift a significant portion of their local property tax revenues into a newly established Educational Revenue Augmentation Fund (ERAF). Under that scheme, once school funding levels were met, any remaining property tax contributions in the ERAF were considered "excess ERAF". Excess ERAF must be returned pro rata to the county, cities, and special districts that originally contributed those property taxes to ERAF.

To satisfy the State's constitutional school funding obligations, the Legislature has periodically mandated additional funding shifts, significantly impairing local government budgets and planning efforts. In 2004, as a State budget balancing compromise, the Legislature and the Administration agreed to a one-time local shift in funding (known as "the triple flip") in exchange for putting a measure on the ballot (Proposition 1A), which was adopted by fully 83.7 percent of the State's voters. That constitutional amendment prohibits the Legislature "from reduc[ing] for any fiscal year the percentage of the total amount of ad valorem property tax revenues in a

¹Governor's Budget Summary-2024-25, p. 18, available at <https://ebudget.ca.gov/budget/2024-25/#/BudgetSummary>.

county that are allocated among the county, cities, and special districts in that county below the percentage that was allocated among those agencies on November 3, 2004.”²

The Legislative Analyst's Prop 1A ballot summary stated that the measure “[e]nsures local property tax and sales tax revenues remain with local government thereby safeguarding funding for public safety, health, libraries, parks, and other local services.”³ “Proposition 1A was intended to prevent the Legislature from statutorily reducing the existing allocations of property taxes among cities, counties, and special districts. In essence, it was intended to stop the periodic funding shifts of property tax revenues from local agencies to satisfy the State’s school funding obligations.”⁴

The Governor’s Proposal, in any case, is unconstitutional.

One of DOF’s most recent attempts was to erroneously assert that excess ERAF decreases school funding statewide. They also supported the California School Boards Association in a lawsuit challenging the State Controller’s determination that charter schools are not entitled to receive ERAF⁵. Both the trial and appellate courts rejected their arguments⁶. DOF now seeks to “clarify” a matter already addressed in statutes and expressly decided by the courts. DOF’s proposal to change the law to use excess ERAF to fund charter schools, even if successful legislatively to provide the “clarity” they seek, would explicitly violate the California Constitution because it would reduce the total percentage of property tax revenues allocated to counties, cities, and special districts below the amount that was in effect on November 3, 2004 when Proposition 1A was enacted.

The Governor’s Proposal would have significant consequences to local governments.

Apart from conflicting with Proposition 1A, the proposal would yield no additional funding to charter schools or school districts. State law already provides a mechanism for charter schools to receive "local" funding through "in lieu" payments from their host school district⁷. However, the impact to the affected local governments, including Santa Clara, San Mateo, San Francisco, Marin, Napa, and Alpine Counties, would be significant.

In Marin County, the proposed budgetary change affects 65 governmental entities and would cost the Marin community \$1.1 million per year, including approximately \$713,000 per year to the County of Marin and the Marin County Free Library; \$179,000 to Marin’s eleven cities and towns; and \$173,000 to various special district

² Cal. Const. art. XIII, § 25.5(a)(l)(A), emphasis added. This provision protects counties, cities, and special districts from State actions to shift local property taxes to schools because it defines "local agency" for these purposes as "a city, county, and a special district." (Cal. Const. art. XIII, § 25.5(b); Rev. & Tax Code, § 95(a).)

³ *Official Voter Information Guide-November 3, 2004* General Election, p. 3, available at https://repository.uclawsf.edu/cgi/viewcontent.cgi?article=2237&context=ca_ballot_props.

⁴ *City of Cerritos v. State of California* (2015) 239 Cal.App.4th 1020, 1041.

⁵ The evidence submitted by CSBA in its lawsuit included a declaration and other documents from DOF staff.

⁶ *California School Bds. Ass'n v. Cohen*, 2023 WL 4853693 (3rd Dist. Court of Appeal, unpublished) ("CSBA"). Although the appellate decision is unpublished, it constitutes a final judicial determination that charter schools do not receive ERAF.

⁷ See Educ. Code §§ 42238.02(i)-(k), 42238.03(a), (e), 46735; CSBA, 2023 WL 4853693, *4. This in lieu payment is a percentage of the school district's property tax revenues based on the ratio of the school district's average daily attendance (ADA) and the charter school's ADA. Non-basic aid school districts are effectively reimbursed from ERAF for their charter school in lieu payments.

agencies. This latest effort by the state to take local revenue would compound local fiscal challenges, including critical public programs and safety net services to our most vulnerable populations.

We respectfully urge the Legislature to reject this latest State taking of property tax revenue, which violates the clear voice of the voters of the State of California when they approved Prop 1A in 2004 – and purportedly does so in the name of charter schools when, in fact, charter schools will not benefit.

Sincerely,

A handwritten signature in black ink that reads "MHymel". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Matthew Hymel
Marin County Executive

Cc: Senator Mike McGuire
Assemblymember Damon Connolly



April 3, 2024

The Honorable Sharon Quirk-Silva, Chair
Assembly Budget Subcommittee No. 5
1021 O Street, Suite 4210
Sacramento, CA 95814

Re: **Educational Revenue Augmentation Fund: New Entitlements for Charter Schools – OPPOSE**

Dear Assembly Member Quirk-Silva:

On behalf of the Urban Counties of California (UCC), the Rural County Representatives of California (RCRC), the California State Association of Counties (CSAC), the California Special Districts Association (CSDA), the League of California Cities (CalCities), as well as the Counties of Marin and Santa Clara, we write in opposition to the Administration’s proposal to “clarify” that charter schools are eligible for Educational Revenue Augmentation Funds (ERAF). While we still have not yet seen the Administration’s draft trailer bill language to execute the proposal, which limits our ability to accurately assess the fiscal impact on affected local agencies that will result, we are confident in our “oppose” position. The Administration’s conceptual proposal not only directly conflicts with constitutional protections approved by voters in 2004, but will result in dramatic losses of local general purpose revenues that will affect critical local programs and services for the foreseeable future. The assertion that charter schools are entitled to ERAF and that this proposal is a “clarification” of existing law also directly conflicts with a recent appellate court decision.¹

As you are aware, in the early 1990’s, the state – facing a fiscal crisis – required local governments (counties, cities, and special districts) to shift a portion of their local property tax revenues to ERAF. These funds are subsequently transferred to county offices of education, school districts, and community colleges to offset state minimum funding obligations under Proposition 98. Once school funding levels are met, any funds remaining

¹ *California School Boards Assoc. v. Cohen* (2023) 2023 WL 4853693 (“CSBA”).

**Educational Revenue Augmentation Fund:
New Entitlements for Charter Schools – OPPOSE
Page 2 | April 3, 2024**

in the ERAF – termed “excess ERAF” – are returned to the county, cities, and special districts in the same proportion from which they were initially shifted.

The rules governing the calculation of excess ERAF, which are performed by county auditor-controllers, are enshrined in the Education Code and Revenue & Taxation Code, and subject to regular audits by the State Controller. Since 1994, when the first county experienced excess ERAF, county auditor-controllers in the affected counties have worked diligently in a transparent and collaborative manner to effectuate a complex set of calculations to ensure that property taxes are accurately allocated.

In 2004, after a lengthy negotiation between the Administration, Legislature, and local governments, Proposition 1A was considered and overwhelmingly approved by voters. Proposition 1A amended the state Constitution to bar the Legislature from “reducing for any fiscal year the percentage of the total amount of ad valorem property tax revenues in a county that is allocated among all of the local agencies in that county below the percentage of the total amount of those revenues that would be allocated among those agencies for the same fiscal year under the statutes in effect on November 3, 2004.”

When the dispute over ERAF and charter schools arose in 2021, the Legislature directed the State Controller’s Office to issue guidance to county auditor-controllers in affected counties; in that guidance, the Controller **did not** include charter schools in the allocation methodology. The California School Boards Association sued on the basis that the guidance violated the ERAF statutes, as well as the constitutional minimum funding guarantee. The trial and appellate courts rejected these arguments, finding that the Association failed to establish that the statute includes charter schools in the allocation of ERAF and that such an exclusion lowers the constitutional minimum funding guarantee.

The Administration’s proposal to “clarify” that charter schools should receive funds from ERAF would clearly violate the constitutional provisions contained in Proposition 1A, as it would reduce the total percentage of property tax revenues allocated to counties, cities, and special districts below what the laws in effect on November 3, 2004 would have provided. The Third District Court of Appeal recently determined in the *CSBA* case that existing provisions in the Education and Revenue and Taxation Codes statutes **do not** give charter schools ERAF, as reflected in the guidance from the State Controller’s Office.

In addition to the constitutional conflict presented by the Administration’s proposal, we must point out that the fiscal and programmatic impacts of the proposal on local agencies and the communities they collectively serve would be significant. (Again, without the ability to review draft trailer bill language it is difficult to assess with precision the anticipated revenue losses that would result. However, we do know that those revenue losses would be permanent and growing.) While we appreciate the state’s difficult fiscal situation, please know that local agencies are also experiencing their own fiscal challenges; many are experiencing difficult budget deficits that will require painful reductions. When contemplating the additional impact of the Administration’s proposal, the final result will

**Educational Revenue Augmentation Fund:
New Entitlements for Charter Schools – OPPOSE**
Page 3 | April 3, 2024

be dramatic cuts to important public programs and safety net services precisely when they are most in need.

We respectfully urge that your subcommittee reject the proposed trailer bill language when it becomes publicly available. Please reach out if you have questions about our position.

Sincerely,



Jean Kinney Hurst
Legislative Advocate
Urban Counties of California



Sarah Dukett
Policy Advocate
Rural County Representatives of California



Eric Lawyer
Legislative Advocate
California State Association of Counties



Ben Triffo
Legislative Advocate
League of California Cities



Marcus Detwiler
Legislative Representative
California Special Districts Association



Dennis Rodoni
President
Marin County Board of Supervisors



Joelle Gallagher
Chair
Napa County Board of Supervisors



David Campos
Deputy County Executive Officer
County of Santa Clara

cc: Members and Consultants, Assembly Budget Subcommittee No. 5
Jason Sisney, Office of Assembly Speaker Rivas
Katie Kolitsos, Office of Assembly Speaker Rivas
Teresa Calvert, Program Budget Manager, Department of Finance
Chris Ferguson, Program Budget Manager, Department of Finance



Marin County Fire Chiefs Association

May 6, 2024

State Senator Scott Weiner
Chair, Senate Budget Committee
1021 O Street, Suite 8620
Sacramento, CA 95814

Assemblymember Jesse Gabriel
Chair, Assembly Budget Committee
1021 O Street, Suite 8330
Sacramento, CA 95814

Re: Governor's Proposed Budget: Charter School Eligibility for Education Revenue Augmentation Funds (ERAF) - OPPOSE

Dear Senator Weiner and Assemblymember Gabriel,

On behalf of the Marin County Fire Chiefs Association, I write to convey our strong opposition to the Governor's 2024-25 budget proposal regarding Charter School Eligibility for Education Revenue Augmentation Funds (ERAF). This proposal would result in the permanent **loss of \$1.1 to \$2.7 million annually** in Excess ERAF funding to 65 local governmental entities throughout Marin County that deliver vital transportation, public safety, safety net, and other services. Critically, **it would not result in any more funding for schools.**

We understand the difficult situation of the state budget this year, and that tough budgetary decisions must be made. However, given other proposed cuts to state safety net programs, infrastructure funding, and other state-administered services, now is not the time to also pass on additional ongoing - and disproportionate - cuts to a handful of counties, cities and special districts facing difficult challenges of their own.

As you know, Excess ERAF results from ERAF property tax funds left over once the state has fulfilled its funding obligations to Marin schools and community colleges. Excess ERAF funds collected from Marin residents are then returned to Marin County, its cities, towns, and special districts to provide general public services. The services supported by Excess ERAF provide some of the most direct impacts on the day-to-day lives of residents including parks, libraries, public safety, affordable and workforce housing, economic vitality, initiatives to address homelessness, and other key local government functions.

Many residents who rely most on these services include vulnerable, low-income communities of color, older adults, those living with disabilities, and unhoused residents. We know these groups would be most affected by any ongoing cuts to Excess ERAF revenues because **cuts to the general fund will mean cuts to discretionary services.**

Within the Fire Agencies represented by the Marin County Fire Chiefs Association, some of the largest discretionary, general fund-funded programs include capital projects for emergency services equipment, public education and outreach programs and/or services, firefighter cancer screening, behavioral health programs, and recruitment and retention initiatives. Furthermore,

solving state fiscal challenges with local Excess ERAF revenues sets a dangerous precedent. Local governments, with small budgets and limited room to manage cuts without serious consequences to local services, should not disproportionately shoulder the burden of the state's deficit.

Additionally, the Governor's proposal would result in approximately **\$440,000 in cuts to 58 special districts** in Marin. Special districts deliver key services that our residents and visitors rely on: from sanitary districts to flood zone protection infrastructure to volunteer fire districts in West Marin, which provide emergency medical services to residents and visitors alike on a shoestring budget.

To be clear, **we strongly support our public schools** and are concerned with any funding cuts that impact learning and education. However, this proposal maintains the same level of state funding to our charter schools while actually **reducing funding to public libraries**. The net result is a loss in public education funding in our communities.

Finally, we not only believe that this proposal is poor public policy because of the reasons stated in this letter, but we also maintain that Excess ERAF funds are constitutionally protected for the localities that generate them. Please see the attached February 14, 2024, letter from the Marin County Executive which highlights these legal concerns.

Thank you for your consideration of our concerns, and we urge the state not to move forward with the Governor's proposal, which would result in permanent cuts to dozens of local entities without benefiting our schools.

Respectfully,

Ruben Martin, Fire Chief
President MCFCA

Attachment A: February 14, 2024, letter from the County of Marin

Cc: Senator Mike McGuire
Assemblymember Damon Connolly

Marin Excess ERAF - Impact of Governor's Budget Proposal

Potential Excess ERAF loss from Charter School Funding Proposal in Governor's FY 2024-25 budget proposal

Prepared by Marin County Office of the County Executive

Talia.Smith@marincounty.gov

[Governor's January Budget, pg. 18](#)

Any ERAF that cannot be absorbed by basic aid schools—which are statutorily ineligible to receive ERAF—is termed “Excess ERAF.” This Excess ERAF is returned to the local agencies from which it was generated.

Charter schools were established in the state in 1992, almost concurrently with the ERAF statutes. However, charter schools are not explicitly addressed within existing ERAF distribution statutes. To explicitly address charter schools and their interaction with existing ERAF distribution statutes, **the Budget proposes statutory changes to clarify that charter schools are eligible to receive ERAF.**

		Annual, ongoing loss under Governor's proposal	
		Estimate (low)	Estimate (high)
Total Excess ERAF*			
Countywide Total		\$1,100,000	\$2,700,000
County, Cities, Towns			
County of Marin	\$53,126,429	\$702,885	\$1,725,262
City of San Rafael	\$3,019,517	\$39,949	\$98,058
City of Mill Valley	\$2,075,955	\$27,466	\$67,416
City of Novato	\$1,829,848	\$24,210	\$59,424
City of Larkspur	\$1,364,890	\$18,058	\$44,324
Town of San Anselmo	\$1,316,406	\$17,417	\$42,750
Town of Tiburon	\$867,704	\$11,480	\$28,178
Town of Corte Madera	\$800,247	\$10,588	\$25,988
Town of Fairfax	\$599,557	\$7,932	\$19,470
City of Belvedere	\$540,024	\$7,145	\$17,537
City of Sausalito	\$532,902	\$7,051	\$17,306
Town of Ross	\$467,204	\$6,181	\$15,172
County, Cities, Towns Total		\$880,361	\$2,160,885
Libraries			
Marin County Free Library	\$2,526,654	\$33,429	\$82,052
Tiburon Library	\$372,353	\$4,926	\$12,092
Belvedere Library	\$164,338	\$2,174	\$5,337
Libraries Total		\$40,529	\$99,481
Special Districts			
Novato Fire Protection District	\$1,937,325	\$25,632	\$62,914
Ross Valley Sanitary District	\$1,337,553	\$17,696	\$43,437
Southern Marin Fire Protection District	\$1,218,747	\$16,125	\$39,578
CSA #17 Kentfield	\$815,066	\$10,784	\$26,469
Richardson Bay Sanitary District	\$632,509	\$8,368	\$20,541
Marin County Open Space District	\$614,544	\$8,131	\$19,957
San Rafael Sanitation District	\$607,593	\$8,039	\$19,731
Tiburon Fire Protection District	\$557,091	\$7,371	\$18,091
Marin County Transit District	\$468,057	\$6,193	\$15,200
Las Gallinas Sanitary District	\$465,714	\$6,162	\$15,124
Sanitary District No. 5 Marin County - Belvedere Tiburon	\$392,016	\$5,187	\$12,731

	<i>Total Excess ERAF*</i>	Annual, ongoing loss under Governor's proposal	
		Estimate (low)	Estimate (high)
FCZ 1 Novato	\$385,664	\$5,102	\$12,524
Kentfield Fire Protection District	\$372,209	\$4,924	\$12,087
Stinson Beach County Water District	\$315,783	\$4,178	\$10,255
FCZ 7 Santa Venetia	\$306,972	\$4,061	\$9,969
Tamalpais Community Services District	\$289,099	\$3,825	\$9,388
Marinwood Community Service District	\$253,556	\$3,355	\$8,234
Sausalito - Marin City Sanitary District	\$234,376	\$3,101	\$7,611
Marin County Lighting District	\$228,974	\$3,029	\$7,436
Corte Madera Sanitary District No 2	\$194,484	\$2,573	\$6,316
Strawberry Recreation District	\$192,959	\$2,553	\$6,266
Novato Sanitary District	\$192,821	\$2,551	\$6,262
CSA #19 San Rafael	\$187,023	\$2,474	\$6,074
FCZ 3 Richardson Bay	\$180,629	\$2,390	\$5,866
Inverness Public Utility District	\$120,364	\$1,592	\$3,909
Sleepy Hollow Fire Protection District	\$116,952	\$1,547	\$3,798
FCZ 9 Ross Valley	\$109,028	\$1,442	\$3,541
Muir Beach Community Services District	\$93,703	\$1,240	\$3,043
Homestead Valley Sanitary District	\$89,204	\$1,180	\$2,897
Stinson Beach Fire Protection District	\$76,005	\$1,006	\$2,468
Marin City CSD	\$74,344	\$984	\$2,414
FCZ 4 Bel Aire	\$69,975	\$926	\$2,272
Bel Marin Keys CSD	\$59,037	\$781	\$1,917
Bolinas Fire Protection District	\$54,937	\$727	\$1,784
Almonte Sanitary District	\$51,280	\$678	\$1,665
Bolinas Community Public Utility District	\$50,512	\$668	\$1,640
CSA #13 Upper Lucas Valley	\$47,555	\$629	\$1,544
CSA #14 Homestead Valley	\$37,062	\$490	\$1,204
Alto Sanitary District	\$28,403	\$376	\$922
CSA #16 Greenbrae	\$23,968	\$317	\$778
CSA #18 Las Gallinas	\$13,347	\$177	\$433
CSA #6 Santa Venetia	\$12,136	\$161	\$394
FCZ 5 Stinson Beach	\$8,452	\$112	\$274
FCZ 6 San Rafael Meadows	\$5,568	\$74	\$181
San Quentin Village Sewer Maintenance District	\$4,343	\$57	\$141
CSA #1 Loma Verde	\$3,629	\$48	\$118
Paradise Estate Permanent Road Division	\$3,219	\$43	\$105
CSA #9 Northridge	\$1,120	\$15	\$36
CSA #20 Indian Valley	\$891	\$12	\$29
Bolinas Highlands Permanent Road Division	\$854	\$11	\$28
Monte Cristo Permanent Road Division	\$525	\$7	\$17
Inverness Subdivision No. 2 Permanent Road Div	\$303	\$4	\$10
Mt View Ave-Lagunitas Permanent Road Div.	\$262	\$3	\$8
Special Districts Total	\$13,537,743	\$179,110	\$439,633

*based on current year, esimated as of 4/10/2024

LOCAL NEWS

Marin could lose \$1.1M from governor's budget proposal



By [RICHARD HALSTEAD](#) | rhalstead@marinij.com | Marin Independent Journal

PUBLISHED: January 29, 2024 at 2:43 p.m. | UPDATED: January 30, 2024 at 4:29 p.m.

The budget proposal for 2024-25 that Gov. Gavin Newsom submitted to the Legislature this month contains a bitter pill for Marin County.

If the budget were to be enacted in its current form, this pill could cost the county, its municipalities and its special districts more than \$1 million annually in revenue.

Newsom is proposing to “specify that charter schools are explicitly eligible for ERAF dollars,” Talia Smith, a county administrative analyst, reported to county supervisors on Jan. 23. ERAF stands for the Educational Resource Augmentation Fund.

That’s important because the way charter schools are treated plays a vital role in determining how many excess ERAF dollars, if any, counties receive.



The fund shifts local property taxes from the county, cities and special districts to help offset the state's obligation to fund public schools.

Once the schools are fully funded, any remaining ERAF money is returned to the non-school agencies at the same proportion as they contributed to the ERAF. These returned funds are so-called excess ERAF.

Most cities, counties and special districts pay into ERAF, but don't get any money back. Marin County is unusual because it typically gets back more than half of its ERAF contributions. Last year, it received \$86 million in excess ERAF; but the governor's proposal would affect only a fraction of that.

In March 2020, however, the Legislative Analyst's Office issued a report asserting that Marin and four other counties were "calculating excess ERAF in ways that seem contrary to state law and shift too much property tax revenue from schools to other agencies."

The primary problem, according to the office, was that these five counties — Marin, San Francisco, Santa Clara, San Mateo and Napa — were not including charter schools in their calculations, which resulted in \$350 million in additional excess ERAF for them annually.

Initially, there was talk of making the counties refund excess ERAF money from past years. Instead, the Legislature amended tax law in the counties' favor.

However, a legal dispute developed when California State Controller Betty Yee issued guidance sanctioning the counties' continued practice of excluding charter school average daily attendance from their ERAF calculations. The California School Boards Association challenged Yee's ruling in court, but lost.

Smith said, "So what the governor is now saying in his January budget is: Fine, then I will explicitly add charter schools to this law so that I can use ERAF for that."

County Executive Matthew Hymel, in an email on Friday, wrote: "Although we believe this proposal is unconstitutional because of the passage of Proposition 1A in 2004 that protects local governments from further state funding shifts, we estimate that this proposal could reduce the amount of returned ERAF by \$1.1 million countywide."

Smith said proposed cuts to funding for housing in the governor's budget could prove even more problematic for the county than the ERAF adjustment. Smith wrote in her report to supervisors that Newsom is seeking to reduce funding for various housing programs by \$1.2 billion in the current year and next, including programs that fund affordable and multifamily housing development, foreclosure intervention and home ownership.

The county government is under a state mandate to foster the creation of 3,569 residences by 2031. Last January, county supervisors adopted a housing element with zoning changes to accommodate 5,197 new residences on 148 sites in unincorporated areas.

"But the county's ability to make affordable housing happen really relies on funding," Smith said. "You can't pencil low-income and very-low-income housing without a major infusion of assistance to affordable housing developers from the state."

At the Jan. 23 meeting, Supervisor Katie Rice said, "I'm just hearing a loud message that a lot of the potential grant opportunities for various kinds of infrastructure housing development and voucher programs are going to be a lot less than what we expected."

Hymel said that, on the brighter side, while the governor's budget proposal would reduce the county's opportunity for new state grants, "we will not have to reduce our current services."

Hymel also reminded supervisors that the governor will submit a revised budget proposal in May, and his final plan must secure the approval of the Legislature.

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Inverness Public Utility District
Board Meeting

Agenda Item No. 15

Employee Pay Rates Approval for FY 2024-2025

**Inverness Public Utility District
Proposed
PAY RATES FOR FY 2024/2025
3.67% CPI Increase, Effective 7/1/2024**

<u>Position (2024/25)</u>	<u>Employee</u>	<u>2023/2024 Rate</u>	<u>2024/2025 Approved</u>
General Manager	Shelley L. Redding	9226.53/mo., 40 hrs.	\$9,565.14/Mo. 40 hrs./wk
Bookkeeper	Kaaren S. Gann*	\$53.23/hr., 8 hrs./wk	\$55.18/hr., 8 hrs./wk
Water/District Analyst	Sarah Flamm	\$35.00/hr., 32 hrs/wk	\$36.28/hr, 32 hrs/wk
Grants/Projects Coord.	Jenna Nicolas	\$37.00/Hr, 32 hrs/wk	\$38.36/Hr., 20 hrs/wk
Admin & Water A/R	Wade B. Holland*	\$53.23/hr., 16 hrs./wk	\$55.18/hr., 16 hrs/wk
Chief of Operations	James K. Fox	\$10,062.00/mo., 40 hrs.	\$10,431.28/Mo. 40 hrs./wk
Sr. Water Operator	Kenneth J. Fox	\$8,221.20/mo., 40 hrs.	\$8,522.92/Mo. 40 hrs./wk
Assistant Fire Chief	David Briggs	\$4,046.64/Mo. 24 hrs/wk	\$4,195.15/Mo. 24 hrs/wk
Water Treatment Op.	Jacob Leyva	\$37.61/hr., 40 hrs wk	\$39.00/hr., 40 hrs/wk
Water Operator	Cassidy Russell	\$37.61/hr., 32 hrs wk	\$39.00/hr., 32 hrs./wk
Fire Duty Officer	As Scheduled	\$75.00 / 12-hour Shift	\$125 / 12-hour Shift.

Retirement: Retirement contribution is offered on a pro-rata basis for PERS-eligible employees. The district pays both employer and employee retirement costs.

Health Benefits: Employees who work 24 hours and over per week (or more than 1,000 hours in a fiscal year), the District pays 100% of Healthcare Benefits for Employee and their Dependents, up to the cost of Western Health Advantage for Healthcare (\$807.23 Employee, \$1614.46 Employee & 1 Dependent, \$2,098.80 Employee & 2+ Dependents). If an employee chooses coverage above the cost of Western Health Advantage, the employee pays the difference in the premium cost by payroll deduction. If an employee opts-out of health coverage and can annually demonstrate they have coverage through their spouse, or by other means, they are paid a taxable amount monthly through a Cafeteria Section 125 plan equal to 50% of the Subscriber Premium Average offered through CalPERS.

Ancillary Benefits:

- Paid sick leave accrued on a pro rata basis depending upon the number of hours worked (24 hours per calendar year is pre-loaded at the beginning of each calendar year) to a maximum equivalent to 80 hours per calendar year.
- Paid vacation (0-3 months: no accrual), 3 months through 5 years: 10 days per year or 80 hours); 6 years and thereafter: 15 days per year or 120 hours); accrued on a pro rata basis depending upon the number of hours worked; can be carried over into the next calendar year; up to a maximum of 240 hours.
- 11 paid holidays.

** As a retired annuitant, cannot work more than 960 hours in a fiscal year. The hours and wages are reported to CalPERS, and cannot be paid for holidays, sick time, vacation, or bonus compensation. The pay rate must be the same as that of the General Manager.*



Inverness Public Utility District
Board Meeting

Agenda Item No. 16

**Consider and Approve Employment Placement
Agreements with Occupational Technical Services**



Board Agenda Item Staff Report

Subject: Employment Placement Contracts with Occupational Technical Services (OTS)
Meeting Date: May 21, 2024
Date Prepared: May 16, 2024
Prepared by: Shelley Redding, General Manager
Attachments: OTS Informational Fliers, Direct Hire Agreement, Contract-to-Hire Agreement

Recommended Action: Approve execution of both Direct Hire Agreement and Contract-to-Hire Agreement for placement services for Water Supervisor Position(s)

Background: For the past 2 years, staff have been working to find a replacement for the Water Superintendent that will be retiring. The job posting had on water industry websites, the California Special District Association website, Craigslist and Indeed had some responses, but most of the applicants saw the position as more Administrative than Operational. Staff did have one applicant person who had the skills, education, and experience but ultimately, the applicant was not ready to move from his residence in Placer County to Marin. Staff decided to reconsider the title and duties of the position, considering that the current employee desires to continue working with the District post-retirement as a retired annuitant, to continue the training for the new employee.

Discussion: Staff received an email solicitation from a representative with Occupational Technical Services about industry specific placements for water and wastewater utilities. Staff responded that they were interested in discussing the services they could provide and if it would work for a small, rural utility such as IPUD with the challenges for recruitment IPUD faces.

On May 7, staff received a response from the representative with encouraging information and a brief description of the options they provide., noting that they have many clients who face the same issue with location and housing and the solutions they offer. They give the option of a direct hire placement or contact/contract-to-hire operators. The fee is different for both, for Direct Hire they charge 25% of the first year's annual salary and for contract there is an hourly bill rate that is different for each position, based upon the pay rate offered for the position and they then add in their burden, markup etc. They provided both agreements, the Professional Services Agreement that provides information on contract/temp-to-hire placement and the Direct Hire Agreement that provides the information about permanent employees. The contract route offers housing for candidates while they are on assignment. There is no limit on the contract term, and they have the option to convert them over to full-time.

On May 13, 2024 staff had a phone meeting with the representative to gather more information and speak about the position for current recruitment and the possibility of another position in the near future. After consideration of the services of recruitment, background checks, technical review for qualifications, reference verification and medical review, before referral for consideration by the District, staff feels that entering into an agreement for both Direct Hire and Contract-to-Hire provides the best option for the District. By doing both, it gives the District the option to hire a replacement for the current Water Superintendent, but also provides the ability to hire a temporary Operator should the need arise.

Recommendation: Staff recommends that the Board approve the execution of both the Direct Hire Agreement and the Contract-to-Hire Agreement.



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Operational Technical Services LLC (OTS) was founded to offer a comprehensive utility package to facilitate the overall needs of the Water and Wastewater industry.

Currently, OTS has over 95 active PSA (Professional Service Agreements) throughout California and Arizona, that facilitate staffing and operations for certified operators, administrative, or construction management support. We offer specialized talent recruitment and will provide the best candidates whose skills, background and personalities fit your organization. In addition, we provide great customer service with 24/7 emergency on-call staffing support.



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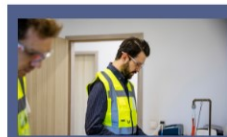
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CONTROLS

INDUSTRIES

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- Wastewater
- Collections
- Storm water Systems



RECRUITMENT

- Temporary Staffing
- Contract to Hire
- Direct Hire
- Emergency On Call

SERVICES

- Standard Operating Procedures (SOPs)
- Commissioning, Testing and Startup
- On-Site Operation Training
- Compliance Review



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All OTS candidates carry an extensive insurance coverage to ensure compliance with all labor laws.

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Direct Hire Agreement

1. **THIS DIRECT-HIRE AGREEMENT (“Agreement”)** is entered into on May 10th, 2024, (the “Effective Date”), by and between Operational Technical Services, LLC also known as OTS, a California limited liability company OTS with offices at 10250 Constellation Blvd, Ste 2300 Los Angeles, CA 90067 and Inverness Public Utility District, with offices at 50 Inverness Way, Inverness, California 94937.
2. Client has requested OTS to provide employment recruitment services, and OTS has agreed to provide such services under the terms and conditions contained in this Agreement.
3. OTS will provide, at its discretion, resumes or profiles for candidates to Client. OTS will use diligent efforts to recruit and refer qualified personnel as available and as requested by Client. The following candidate checks will be performed on each candidate prior to referring to client:
 - 1.1 Criminal Background Investigation for convictions in applicable counties, states, and federal convictions.
 - 1.2 10 Panel Drug Screening consisting of screening for Amphetamines, Cocaine, Marijuana, Opiate, Phencyclidine PCP, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, and Methaqualone. OTS may revise its verification and testing procedures as it determines appropriate.
 - 1.3 Professional Reference Checks which will consist of two (2) past supervisory references and two (2) peer references
 - 1.4 Professional Certification Checks to validate the status of licenses on file with each respective state licensing board claimed by the candidate.
 - 1.5 OTS and Client agree that neither shall engage in any exchange of information with regard to referred candidates that would violate laws, rules or regulations, including without limitation the Equal Employment Opportunity Act or the Americans with Disabilities Act. Both parties acknowledge that each is making decisions without regard for consideration for an individual’s race, color, religion, sex, age, national origin, ancestry, citizenship, marital status, physical or mental disability, or other protected status. Both parties agree to provide services accordingly under the terms of this Agreement.

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4. **TERMS OF SERVICE:** This Agreement shall have a term of one (1) year and shall be automatically extended for additional terms of one (1) year each unless either party shall give written notice to the other of its decision not to renew this Agreement at least sixty (60) days prior to the end of the then-current term of this Agreement. This Agreement and services rendered with regard to the Agreement shall be deemed to have been entered into and performed at OTS's company headquarters is located in the State of California and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or any rights, or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of California.
5. **SCOPE OF AGREEMENT:** The terms of this Agreement only pertain to transactions where OTS is providing recruitment services, through the provision of resumes or candidate profiles for Client's evaluation, in support of Client's stated desire to locate, identify, and hire candidates as full-time employees. Client will provide position descriptions to OTS, and OTS will use diligent efforts to identify only those candidates whose qualifications are consistent with the descriptions provided by Client. Any request by client for project support, short term temporary water or wastewater operations, or project management needs shall be subject to a separate agreement.
6. **NON-SOLICITATION:** During the term of this Agreement, OTS agrees that it will not actively solicit any full-time employee of Client's regarding other employment opportunities, unless specifically authorized in writing by Client. Client agrees that it will not directly or indirectly contact any employee of OTS or any candidate recommended by OTS regarding employment opportunities unless that employee's resume has specifically been provided to Client under the terms of this Agreement.
7. **FEES:** Placement fees are payable to OTS on a contingency basis in the event that Client hires a candidate referred by OTS within one (1) year after that candidate was presented to Client. Client must provide OTS a copy of the Offer Letter within 10 days of the candidate accepting the offer. The fee payable is equal to **twenty-five percent (25%)** of the candidate's offered and accepted first year expected salary. No other earnings are included in this Agreement. Fees are to be paid within thirty (30) calendar days from the starting date of the candidate's employment with Client.

OTS acknowledges that Client is not liable for multiple search firm fees for the same candidate. If duplicate resumes are received from competing search firms for the same candidate, the firm that has presented the candidate first to Client will be entitled to the fee.

8. **REFUND / GUARANTEE PERIOD:** Subject to the timely payment of fees as provided in section 7 above, if Client terminates the candidate for any reason other than a company-

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initiated reduction in workforce, elimination of the position, or insufficient work for the candidate, OTS will, at Client's election, either replace the candidate or refund a pro rata portion of the fee paid to OTS. In addition to the timely payment of fees to OTS, Client must notify OTS of the candidate's termination and the reasons for termination. If Client chooses not to replace the terminated candidate, the refund will be an amount equal to the fee paid by Client, multiplied by a fraction, the denominator of which is 90 and the numerator of which is the number of whole or partial days the candidate worked for Client prior to termination.

9. **CONFIDENTIALITY:** During the performance of this Agreement, it may be necessary for the parties to provide confidential or proprietary information to one another. The parties agree that such information will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. No information shall be subject to protection of this section if such information is:
- or becomes publicly available;
 - proven to be already known to or rightfully in the possession of a party or its personnel at the time of disclosure;
 - or becomes known or developed by the receiving party independently of the confidential and/or proprietary information of the other party; or
 - released in response to a subpoena, court order or other legal process.

Neither party shall be liable, however, for inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party upon the request of the disclosing party will return all writings or documents that contain information subject to the protections of this subsection.

10. **TERMINATION:** Either party may terminate this Agreement, with a thirty (30) day written notice. Client shall remain responsible for all outstanding invoices, even after any such termination.
11. **ARBITRATION:** Any claim of breach or non-compliance with any provision of this Agreement and all claims, in law or equity, arising out of this Agreement, shall be

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resolved by binding arbitration before Judicial Arbitration and Mediation Service before one arbitrator, to be conducted at its office located in Los Angeles, California. Arbitration shall be commenced by written demand of either party to the other, with a copy of the written demand being sent to Judicial Arbitration and Mediation Service, identifying the issue to be arbitrated and the claim of the party. If any party who is required to sign the petition to arbitrate refuses or fails to sign said petition, any of the remaining parties may petition alone for arbitration of the dispute before a single arbitrator with Judicial Arbitration and Mediation Service or may petition the appropriate judicial tribunal for an Order Compelling Arbitration. The parties shall jointly select an arbitrator from the list of arbitrators provided by Judicial Arbitration and Mediation Service. If the parties are unable to select an arbitrator from the Judicial Arbitration and Mediation Service list of available arbitrators, within ten (10) business days, the arbitrator shall be appointed by Judicial Arbitration and Mediation Service. Arbitration hearing shall take place on a date and time selected by the parties, or, in the event that the parties cannot agree, on the date and time selected by the arbitrator. Discovery shall be permitted as authorized by the arbitrator. The successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that arbitration proceeding, in addition to any other relief to which it or they may be entitled. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

12. General Provisions:

- (a) This Agreement, its interpretation and all work performed under this Agreement, shall be governed by the laws of the State of California. Any arbitration concerning this Agreement, or the parties' rights or obligations pursuant hereto shall be instituted in the County of Los Angeles, California. The parties hereby waive any rights they may have to a change of venue.
- (b) OTS reserves the right to enter into one or more contracts with one or more third party providers to provide similar services at any time.
- (c) This Agreement may not be assigned by either party without the express written consent of the other party.
- (d) Neither party will be responsible for any failure or delay in performing any of its obligations under this Agreement due to causes beyond its reasonable control, and such obligations will be suspended for the period during which a fire, flood, war, natural disaster, earthquake, other acts of God," riots, new laws which prevent the carrying out of the Services, or the results of terrorist activity prevent the affected

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party from performing its obligations under this Agreement. A party affected by a force majeure event shall promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

- (e) This Agreement shall not confer any rights or benefit on any third party.
- (f) Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to so execute this Agreement, and this Agreement, when executed and delivered by such party, shall constitute the valid and binding agreement of such party, enforceable in accordance with its terms. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.
- (g) This Agreement is subject to amendment only by the written agreement of all of the parties hereto. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions incorporated in earlier documents, the most recent provisions shall be controlling.
- (h) Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. An electronic copy of this entire Agreement, including the signature page(s) and all Exhibit(s), shall be deemed an original.
- (i) This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. It contains all of the covenants, conditions and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the parties to the Agreement.
- (j) The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- (k) A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been

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given, unless given in writing and in compliance with the “Notices” paragraph herein below recited.

- (l) In the event that any party herein commences any legal or equitable action or other proceeding, including without limitation, arbitration, an action for declaratory relief or any other form of relief, or to enforce, interpret, reform, rescind, or in any other manner affect the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees which may be set by the arbitrator or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.
- (m) All representations and warranties made herein shall survive the execution of this Agreement.
- (n) All notices under this Agreement shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized overnight courier service, and addressed to the party to be notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with Federal Express or other recognized overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing:

(o)

For Operational Technical Services, LLC:	For Client: <u>Inverness Public Utility District</u>
Name: David S. Sibelman	Name:
Title: Chief Executive Officer	Title:
Address: 10250 Constellation Blvd, Ste 2300 Los Angeles, CA 90067	Address: 50 Inverness Way, Inverness, California 94937
Email: david@getots.com	Email:
Phone: (424) 203-6352	Phone:
Fax: (424) 285-0122	Fax:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Operational Technical Services, LLC

Inverness Public Utility District

For: Operational Technical Services, LLC

For Client: Inverness Public Utility District

David S. Sibelman

Printed Name

Printed Name

Chief Executive Officer

Title

Title

Signature

Signature

Date

Date

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Operational Technical Services, LLC
Professional Services Agreement

This Professional Services Agreement (“Agreement”) is entered into on 10th day of May, 2024, (the “Effective Date”), by and between Operational Technical Services, LLC also known as OTS, a California limited liability company OTS with offices at 10250 Constellation Blvd, Ste 2300 Los Angeles, CA 90067, and Inverness Public Utility District, with offices located at 50 Inverness Way, Inverness, California 94937.

RECITALS

WHEREAS OTS is in the business of providing specialty technical staffing services to accommodate public and private utilities with Temporary, Temporary-to-Hire, and Emergency on-Call Water and Wastewater Professionals who are experienced in wastewater treatment, water treatment, collections, water distribution, maintenance, regulatory compliance, and laboratory compliance.

WHEREAS Client desires to retain OTS to utilize the specialty technical staffing services provided by OTS and Temporary Employees, as defined below.

NOW, THEREFORE, in consideration of the parties’ mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES

- 1.1. OTS agrees to provide Client with specialty technical staffing services as may be assigned from time to time, in writing by the Client. Personnel provided by OTS shall be referenced in this Agreement in the singular as “Temporary Employee” or in the plural as “Temporary Employees.” Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but not be limited to, a description of the nature and scope of services to be performed by OTS Temporary Employee, the services fee schedule, the location of Premises where services will be performed, the name and title of direct supervisor provided by Client responsible for supervising the OTS Temporary Employee, and the expected duration of the services.
- 1.2. Unless otherwise agreed, all services performed by a Temporary Employee shall be performed at Client’s business Premises, as set forth in a future Task Order. Client will not change the scope of services in the Task Order without prior written approval of OTS. Client will not reassign or relocate a Temporary Employee without prior approval of OTS. Client agrees to assume all liability for any third-party claim arising after any reassignment, change in Task Order or relocation of any Temporary Employee without OTS’s prior written approval.
- 1.3. OTS agrees to provide Client with any other services provided by OTS and OTS affiliates through Task Orders to facilitate all duties needed to aid operations for Client’s facilities and equipment (including all maintenance, engineering, construction, housing, and training).

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2. COMPENSATION

- 2.1. In consideration for the services to be performed by OTS, Client agrees to pay OTS as provided for in each Task Order. Each Task Order shall specify a Fee Schedule for the hourly rate of OTS services performed by Temporary Employee, which is set forth on an exhibit to be attached to each Task Order issued to Client. The hourly rate shall be based upon, but be not limited to, the nature of work to be performed, the risk level of such work, the technical skill level required of Temporary Employee, the level of responsibility of such work, and the duration of the Task Order.
- 2.2. OTS shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by Client in writing.

3. TERM AND TERMINATION

- 3.1. This Agreement shall commence as of the date set forth above and shall continue in full force and effect for two (2) years following the Effective Date (the “Initial Term”) unless earlier terminated as provided herein.
- 3.2. Either party may terminate this Agreement at any time for any reason or no reason, by giving thirty (30) days’ notice in writing to the other party.
- 3.3. In the event that this Agreement is terminated prior to conclusion of the Initial Term, all fees, costs and reimbursements owed, due, accrued, or earned as provided in this Agreement remain owed, due, accrued, or earned and shall be paid within ten days after termination. Further, all provisions in the Agreement regarding Proprietary Software, Non-Solicitation, Confidentiality, Work Product and Indemnification shall continue in full force and effect through the period of the Initial Term.
- 3.4. In the event of a declared Federal or State emergency, where the OTS Temporary Employee on assignment with Client is determined to possess skills critical to the response to said disaster response, either natural or manmade, OTS reserves the right to remove Temporary Employee from Client site to redeploy to the emergency scenario.

4. PREQUALIFICATION OF TEMPORARY EMPLOYEES

- 4.1. OTS shall complete the following verifications for all Temporary Employees: I-9 verification; Confirmation of specified professional certifications; Confirmation of professional references
- 4.2. OTS may also complete any other screening as it deems necessary to determine the qualifications and suitability of the Temporary Employees. Professional reference checks for Temporary Employees shall be based solely upon application information provided by the Temporary Employees. OTS shall be entitled to rely upon any and all information received from Temporary Employees and their references with respect to such Temporary Employees.

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- 4.3. OTS shall arrange for third party verifications which will include a criminal background check from all counties, states, and federal territories where the applicant has lived in the past 7 years. These third-party verifications also search all names the applicant has identified to OTS as having been used in the past. OTS will also request and review a driving record in the states where the applicant has indicated a license has been issued for the 7 years prior to application. Each potential Temporary Employee must submit to a full 10 panel drug test which includes Amphetamines, Cocaine, Marijuana, Opiate, Phencyclidine PCP, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, and Methaqualone. OTS may revise its verification and testing procedures as it determines appropriate.
- 4.4. Except as specifically provided herein or mutually agreed upon between Client and OTS, OTS shall not provide or conduct any other background, reference or qualification checks or testing.

5. COMPENSATION OF TEMPORARY EMPLOYEES

- 5.1. OTS shall be responsible for the compensation of its Temporary Employees, including payment of wages, applicable federal, state, and local taxes, and the payment of any required insurance (FUTA, SDI, Unemployment Insurance). OTS shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance, which is imposed upon OTS and required as a consequence of OTS's employment of Temporary Employees under this Agreement. OTS agrees to hold Client harmless from all applicable federal, state, and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon OTS for wages paid by OTS to Temporary Employees.

6. SUPERVISION OF TEMPORARY EMPLOYEES

- 6.1. Client agrees to provide direct supervision and training to Temporary Employees at all such times that the Temporary Employees are at Client's business Premises. Client further agrees that Temporary Employees shall not be permitted, without express advance written approval by an officer of OTS, while on Client's business Premises or providing services to Client, to (a) engage in travel or otherwise operate a motor vehicle or any motorized equipment on behalf of Client, (b) handle cash or negotiable instruments, (c) be permitted unsupervised or uncontrolled access to confidential or proprietary information, (d) be permitted unsupervised access to or control of the Client's Premises, (e) remove any property of Client from Client's business Premises, (f) consume any alcohol, or (g) consume drugs, unless advance written authorization is provided by a physician, while the Temporary Employees are on assignment to Client.
- 6.2. In the event written approval is granted by OTS for item (a) the operation of a Client motor vehicle or motorized equipment in support of the execution of the scope of services, Client shall provide copies of current motor vehicle or motorized equipment maintenance logs, registration, and proof of insurance for any motor vehicle or motorized equipment that Temporary Employee is charged with operating in the execution of the scope of the services. Client shall provide written authority to Temporary Employee certifying that Temporary Employee is authorized by Client to operate any motor vehicle or motorized equipment for the duration of the assignment.
- 6.3. Client shall not pay Temporary Employees other than through its payments to OTS under this Agreement or advance any funds to them.

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7. WORK ENVIRONMENT FOR TEMPORARY EMPLOYEES; EQUAL OPPORTUNITY

- 7.1. Client agrees to comply with all applicable laws and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace, notices and training required by the Hazardous Communications Standard established by the Occupational Safety and Health Administration (“OSHA”), Title VII of the Civil Rights Act of 1964, and any other law applicable to employees. Client agrees that it shall always have in place during the term of this Agreement an ongoing safety program in compliance with all applicable state and federal laws. If Client has operations in states with Heat Illness Prevention Standards, Client must comply with such laws and regulations.
- 7.2. Client agrees to indemnify, defend and hold harmless OTS for claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970, or any similar state law and any and all regulations, rules or orders adopted thereunder with respect to workplaces owned, leased or supervised by Client, and/or to which OTS employees are assigned.
- 7.3. In the event of an accident, medical treatment, serious illness or injury, or death involving a OTS employee assigned to Client, Client shall notify OTS immediately. For any serious injury, illness or death, of a OTS employee occurring in a place of employment or in connection with a Temporary Employee, Client shall report immediately, by telephone or fax, to the nearest OSHA office and shall make the report on behalf of both OTS and Client. Client shall provide to OSHA all information required by applicable law, as well as OTS’s name, address, phone number and contact person, and the OTS employee’s name. Client shall notify OTS concurrently with or, if that is not possible, immediately after the report has been made.
- 7.4. OTS is an equal opportunity employer and actively supports federal, state and local laws prohibiting discrimination in employment practices because of race, color, religion, sex, age, handicap, marital status, Vietnam Era and/or special disabled veteran status, national origin, sexual orientation, or any other classification protected by law, and OTS further complies with any and all other federal, state and local employment laws and regulations (including those pertaining to family and medical leave and other fair employment practices), including but not limited to the Equal Opportunity Clause in 41 C.F.R. Section 60-1.4 (all of the foregoing being collectively referred to as the “Employment Obligations”). Client hereby agrees to comply with all of the Employment Obligations.

8. TERMINATION OF TEMPORARY EMPLOYEE JOB ASSIGNMENT OR REASSIGNMENT OF TEMPORARY EMPLOYEE BY OTS

- 8.1. Client acknowledges that OTS has the sole and exclusive right to terminate the assignment of any Temporary Employee, or to reassign any Temporary Employee to other positions including positions with other clients of OTS. Client may notify OTS at any time of Client’s request that any Temporary Employee with whom Client is not satisfied be removed from a particular assignment or from performing services at Client altogether.

9. OTS AS INDEPENDENT CONTRACTOR

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- 9.1. OTS shall be considered for all purposes to be an independent contractor of Client and nothing in this Agreement shall be construed to create a partnership, employment relationship, joint venture, or enterprise between OTS, and Temporary Employees, and Client.

10. COMPLIANCE WITH LAW

- 10.1. Client agrees to comply with all applicable local, state, and federal laws, rules, regulations, and orders. Without limiting the foregoing, Client will comply with all applicable laws, federal and state, pertaining to labor and employment, including but not limited to Title VII of the 1964 Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Immigration Reform and Control Act, all applicable Civil Rights laws, Wage and Hour laws, and any other labor law or regulation where the Client does business, including, but not limited to all laws governing acts of sexual harassment, retaliation, or discrimination in the workplace. OTS shall incur no liability with regard to any alleged violation of laws by Client.

11. UNAUTHORIZED CONVERSION OF TEMPORARY EMPLOYEE BY CLIENT; NON-SOLICITATION

- 11.1. Client understands that Temporary Employees are assigned to Client to render temporary services, and absent agreement to the contrary, are not assigned to become employees of Client. Client acknowledges that considerable expense is incurred by OTS to advertise, recruit, evaluate, train, screen, and provide appropriate quality controls relative to Temporary Employees.
- 11.2. Accordingly, Client will not, without the prior written consent of OTS, which may be granted or withheld in OTS's sole discretion, solicit a Temporary Employee for employment other than through OTS, interfere with the employment relationship between OTS and Temporary Employees, or directly or indirectly cause a Temporary Employee to transfer to another temporary staffing service.
- 11.3. If Client, either directly or indirectly, including through any company or entity within Client's control or a company affiliated with Client, hires a Temporary Employee of OTS as an employee, consultant, independent contractor of Client, or utilizes the Temporary Employee's services through another temporary or outsourcing service during such Temporary Employee's employment by OTS or an affiliate of OTS, or within twelve (12) months after termination of this person's temporary assignment by OTS at Client, Client agrees to pay OTS a direct hire fee stipulated by the parties to be set forth in an Exhibit A Fee Schedule which is attached to the end of this agreement or, in the case of a direct placement of a full-time hire, a fee equal to twenty-five percent (25%) of the employee's annualized wage or salary.

12. PRICING, INVOICING AND PAYMENT

- 12.1. OTS shall invoice Client weekly following the Client approval of Temporary Employee's approved hours and charges of work completed and agreed upon other direct charges. Client agrees to pay such invoices net thirty (30) days of receipt of invoice. Any invoice that is not paid in full within thirty (30) days after the invoice due date will bear default interest of the lesser of one and one-half percent (1.5%) per month or the highest amount allowed by law. Client shall

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pay any such default charges and any costs incurred by OTS in collecting its fees and costs.

12.2. Rates and fees under this Agreement may be increased upon written notice to include any increase or addition of any government-imposed taxes, fees or costs, including costs incurred in complying with applicable laws, rules and regulations, imposed after the Effective Date.

12.3. In addition to the payment provisions set forth in the applicable Task Order, OTS shall be entitled to reimbursement from Client for Other Direct Costs (ODCs) which may include meal per diem's, hotel, automobile rental, gas, and airfare by Temporary Employees whose residence is more than forty (40) miles from Client Business Premises.

13. PROPRIETARY SOFTWARE

13.1. To satisfy Client's Temporary Employee requirements, data and invoices may be generated using OTS's proprietary or licensed software to which Client and Temporary Employees may have access. Client agrees that OTS software, including its data formats and any other related information pertaining to the software and its functions, shall remain the exclusive property of OTS or licensor, and shall not be duplicated, copied or disclosed, or utilized for any other purpose.

14. INSURANCE

14.1. OTS shall provide all pertinent and necessary insurance at its own cost and expense, which shall include:

14.1.1. Workers' Compensation insurance as prescribed by the law of the state(s) in which the work is performed.

14.1.2. Employer's Liability insurance with limits of at least \$1,000,000 for each occurrence, \$1,000,000 Disease – Policy limit, and \$1,000,000 Disease - Each employee; and

14.1.3. Commercial General Liability insurance with total limits of at least \$1,000,000 Per Occurrence / \$2,000,000 Aggregate.

14.1.4. Contractors Pollution Liability with at least \$5,000,000 Per Occurrence

14.1.5. Excess Liability insurance with at least \$4,000,000 Per Occurrence / \$4,000,000 Aggregate. This policy is written as follow form basis.

14.1.6. Commercial Auto Policy - Hired Auto Only and Non-Owned Autos with combined single limit each accident \$1,000,000.00

14.1.7. Employment Practice Liability Insurance with limits of \$5,000,000 per occurrence.

14.2. Client shall agree to list OTS under their General Liability Policy as a named insured prior to any Temporary Employee working at a Client site.

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15. CONFIDENTIALITY

15.1. During the performance of this Agreement, it may be necessary for the parties to provide confidential or proprietary information to one another. The parties agree that such information will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. No information shall be subject to protection of this section if such information is:

15.1.1. or becomes publicly available other than through a breach of this Agreement by the party seeking to disclose the information.

15.1.2. proven to be already known to or rightfully in the possession of a party or its personnel at the time of disclosure.

15.1.3. or becomes known or developed by the receiving party independently of the confidential and/or proprietary information of the other party; or

15.1.4. released in response to a subpoena, court order or other legal process, provided that the party receiving the subpoena or subject to court order or other legal process shall notify the other party and provide such party with an opportunity to seek a protective order preventing disclosure of such information, and in any event, the party subject to such subpoena, court order or other legal process shall disclose only such information as is necessary to comply therewith.

15.2. Neither party shall be liable, however, for inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party upon the request of the disclosing party will return all writings or documents that contain information subject to the protections of this subsection.

16. WORK PRODUCT

16.1. OTS agrees that all inventions, innovations or improvements, including copyright in any product, software, reports, surveys, marketing, promotional and collateral material prepared by the Temporary Employee assigned to the Client pursuant to the terms of this Agreement shall be the exclusive property of the Client. OTS acknowledges and agrees that the work product shall be considered a work made for hire within the meaning of the patent and copyright laws of the United States and that Client is entitled, as author thereof, to the copyright and all rights therein, including, but not limited to the right to make such changes therein and such uses thereof, as it may determine in its sole and absolute discretion; provided, that under no circumstances shall a Temporary Employee be considered an employee of Client.

17. PERSONAL INFORMATION

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17.1. This Agreement is made on the basis that each party is entitled to assume that the other has complied and will continue to comply with its obligations arising from data protection and privacy laws in force from time to time to the extent applicable to this Agreement and the scope of services detailed in the Task Order. The parties acknowledge that any use or processing by OTS of Personal Information, which is defined as "any information relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996" shall be done solely on behalf of Client and for Client's purposes and OTS shall deal with such Personal Information only in accordance with such reasonable instructions as Client may from time to time provide or as reasonably necessary for the purpose of providing the services contemplated hereby. OTS shall take such technical and organizational measures as it has determined appropriate to guard against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information in accordance with applicable law.

18. INDEMNIFICATION

18.1. OTS shall defend, indemnify and hold harmless Client and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "**Client Parties**") from and against any and all liabilities, losses, claims, injuries, suits, judgments, expenses, fines, interest or penalties (collectively, "**Losses**") to the extent caused by OTS's failure to comply with the terms of this Agreement or negligence or willful misconduct of OTS, for Losses arising from the usual and customary business of OTS to an amount no greater than \$5 million.

18.2. Client shall defend, indemnify and hold harmless OTS and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents, and representatives (collectively, "OTS Parties") from and against any and all Losses to the extent caused by Client's failure to comply with the terms of this Agreement or negligence or willful misconduct of Client, for Losses arising from the usual and customary business of Client. Despite anything to the contrary in this Agreement, Client shall indemnify, defend and hold harmless OTS Parties from and against any and all Losses arising out of claims that any member of Client Parties, under the control of Client, sexually harassed or in any way discriminated against any Temporary Employee.

18.3. To the maximum extent permitted by applicable law, no member of Client Parties or OTS Parties shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages, unless such party has engaged in willful misconduct or the damages arise from a third party claim for which a party is entitled to indemnification in this Agreement.

19. AUDIT RIGHTS

19.1. Client shall have the right to audit timekeeping and billing records maintained by OTS for

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services provided to Client, upon reasonable notice to OTS. Such audit shall be performed at the corporate headquarters of OTS located in Los Angeles, California.

20. ARBITRATION

20.1. Any claim of breach or non-compliance with any provision of this Agreement and all claims, in law or equity, arising out of this Agreement, shall be resolved by binding arbitration before Judicial Arbitration and Mediation Service before one arbitrator, to be conducted at its office located in Los Angeles, California. Arbitration shall be commenced by written demand of either party to the other, with a copy of the written demand being sent to Judicial Arbitration and Mediation Service, identifying the issue to be arbitrated and the claim of the party. If any party who is required to sign the petition to arbitrate refuses or fails to sign said petition, any of the remaining parties may petition alone for arbitration of the dispute before a single arbitrator with Judicial Arbitration and Mediation Service or may petition the appropriate judicial tribunal for an Order Compelling Arbitration. The parties shall jointly select an arbitrator from the list of arbitrators provided by Judicial Arbitration and Mediation Service. If the parties are unable to select an arbitrator from the Judicial Arbitration and Mediation Service list of available arbitrators, within ten (10) business days, the arbitrator shall be appointed by Judicial Arbitration and Mediation Service. Arbitration hearing shall take place on a date and time selected by the parties, or, in the event that the parties cannot agree, on the date and time selected by the arbitrator. Discovery shall be permitted as authorized by the arbitrator. The successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that arbitration proceeding, in addition to any other relief to which it or they may be entitled. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. OTHER TERMS

- 21.1. This Agreement, its interpretation and all work performed under this Agreement, shall be governed by the laws of the State of California. Any arbitration concerning this Agreement, or the parties' rights or obligations pursuant hereto shall be instituted in the County of Los Angeles, California. The parties hereby waive any rights they may have to a change of venue.
- 21.2. OTS reserves the right to enter into one or more contracts with one or more third party providers to provide Temporary Employees at any time.
- 21.3. This Agreement may not be assigned by either party without the express written consent of the other party.
- 21.4. Neither party will be responsible for any failure or delay in performing any of its obligations under this Agreement or any Task Order due to causes beyond its reasonable control, and such obligations will be suspended for the period during which a fire, flood, war, natural disaster, earthquake, other acts of God, riots, new laws which prevent the carrying out of the Services, or the results of terrorist activity prevent the affected party from performing its obligations under this Agreement or any Task Order. A party affected by a force majeure event shall promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably

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capable of being remedied.

- 21.5. Neither this Agreement nor any Task Order is intended to confer any rights or benefit on any third party.
- 21.6. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to so execute this Agreement, and this Agreement, when executed and delivered by such party, shall constitute the valid and binding agreement of such party, enforceable in accordance with its terms. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.
- 21.7. This Agreement is subject to amendment only by the written agreement of all the parties hereto. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions incorporated in earlier documents, the most recent provisions shall be controlling.
- 21.8. Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. An electronic copy of this entire Agreement, including the signature page(s), shall be deemed an original.
- 21.9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. It contains all the covenants, conditions and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the parties to the Agreement.
- 21.10. The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 21.11. A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given, unless given in writing and in compliance with the “Notices” paragraph herein below recited.
- 21.12. In the event that any party herein commences any legal or equitable action or other proceeding, including without limitation, arbitration, an action for declaratory relief or any other form of relief, or to enforce, interpret, reform, rescind, or in any other manner affect the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees which may be set by the arbitrator or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.
- 21.13. All representations and warranties made herein shall survive the execution of this Agreement.

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21.14. All notices under this Agreement shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized overnight courier service, and addressed to the party to be notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with Federal Express or other recognized overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing:

<u>For Operational Technical Services, LLC</u>		<u>Inverness Public Utility District</u>	
Name:	David S Sibelman	Name:	
Title:	Chief Executive Officer	Title:	
Address:	10250 Constellation Blvd, Ste 2300 Los Angeles, CA 90067	Address:	
Email:	David@getots.com	Email:	
Phone:	(424) 285-0051	Phone:	
Fax:	(424) 285-0122	Fax:	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Operational Technical Services, LLC
For Operational Technical Services, LLC:

Client Name
Inverness Public Utility District

David S Sibelman

Printed Name

Printed Name

Chief Executive Officer

Title

Title

Signature

Signature

Date

Date



EXHIBIT A

TEMP TO HIRE CONVERSION FEE SCHEDULE EARLY CONVERSION OPTION

Client has the right, upon notification to OTS, to hire any Temporary Employee to be a permanent Employee after 25 weeks of service or 1,000 hours worked. Client must provide OTS a copy of the Offer Letter within 10 days of the candidate accepting the offer. In the event Client chooses to convert the Temporary Employee prior to Temporary Employee completing 1,000 straight time hours, or approximately 25 weeks, on assignment, Client will pay OTS a conversion fee for a direct-hire placement fee according to the below schedule:

Number of Hours on Operational Technical Services Payroll	Percent (%) of Employee's Annual Salary
1,000 Hours	25%
1000 – 1250 Hours	20%
1251 – 1400 Hours	15%
1401+ 1600 Hours	10%
1601+ Hours	No Fee

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Inverness Public Utility District
Board Meeting

Agenda Item No. 17

Committee Meetings/Reports



Inverness Public Utility District
Board Meeting

Agenda Item No. 18

Closed Session:

**Public Employee Performance Evaluation (General
Manager) Pursuant to Gov. Code Sec. 54957**



Inverness Public Utility District
Board Meeting

Agenda Item No. 19

Reconvene in Open Session



Inverness Public Utility District
Board Meeting

Agenda Item No. 20

**Ordinance 114-2024
Setting General Manager Compensation for
Fiscal Year 2024-2025**

ORDINANCE 114-2024

**AN ORDINANCE PROVIDING FOR THE COMPENSATION OF THE
GENERAL MANAGER OF THE INVERNESS PUBLIC UTILITY DISTRICT**

BE IT ENACTED by the Board of Directors of the Inverness Public Utility District as follows:

SECTION 1. The salary of the General Manager of the Inverness Public Utility District shall be Nine Thousand Five Hundred Sixty Five and 14/100s Dollars (\$9,565.14) per month, effective July 1, 2024.

SECTION 2. The General Manager shall be classified as an exempt employee.

SECTION 3. The General Manager salary shall be allocated each month by the following method:

- a. Time attributable to work on capital projects and reimbursable projects shall be allocated to each applicable project at the General Manager’s calculated hourly rate, which shall be the monthly salary divided by 173.333 (or \$55.18 per hour), times the number of hours attributable to the project.
- b. What remains shall be allocated to District General Fund expenses.

SECTION 4. This Ordinance shall be and hereby is declared to be in full force and effect as of thirty (30) days from and after the date of its adoption. The Clerk of the Board shall cause this Ordinance to be published in a newspaper of general circulation in the District at least one (1) week before the expiration of said thirty (30) days and shall also cause copies of this Ordinance to be posted in at least three (3) public places in the District for thirty (30) days, and said publication and said posted copies shall show the names of the Directors voting for and against adoption of this Ordinance.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Inverness Public Utility District on the 21st day of May 2024, by the following vote, to wit:

- AYES:**
- NOES:**
- ABSTAINING:**
- ABSENT:**

Kenneth J Emmanuels, Vice President

ATTEST:

Shelley Redding, Clerk of the Board

I hereby certify that the foregoing instrument is a true and correct copy of the original of Ordinance 108-2023 on record in this office, and that subsequent to its adoption no provision of Ordinance 114-2024 has been amended, modified, or revoked by the governing body.

_____, Clerk of the Board, Inverness Public Utility District, County of Marin,
State of California.

By _____ Date _____



Inverness Public Utility District
Board Meeting

Agenda Item No. 21

Adjournment