

**RIVER PINES PUBLIC UTILITY DISTRICT
REGULAR MEETING
22900 Canyon Avenue
River Pines, CA
6:00 P.M.**

AGENDA

Board: Chairman Rocky Raymond, Kayla Christensen, Vice Chairperson and Members Black and Landgraf.

1. CALL TO ORDER 5:30 P.M.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

At this time, members of the public may bring up any items that are not on the agenda; however, no action may be taken. Any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per topic.

5. INFORMATION ITEMS

Information items are strictly for information and no action by the Board is needed.

- a. January 2025 Operations Report.
- b. Letter from Amador Water Agency regarding outstanding balance.

6. CONSENT AGENDA

Consent items are considered routine and may be adopted with one motion and vote by the Board.

- a. Minutes of January 15, 2025*
- b. Resolution 2025-* Authorizing signature authority for the District's bank accounts.*

**RIVER PINES PUBLIC UTILITY DISTRICT
REGULAR MEETING
22900 Canyon Avenue
River Pines, CA
6:00 P.M.**

7. ADMINISTRATIVE AGENDA

- a. Professional Services Contract with Amy Gedney for Interim General Manager services.*

Recommendation: Adopt Resolution 2025- Authorizing the Board Chairman to sign a Professional Services contract with Amy Gedney for Interim General Manager services.*

- b. Proposition 218 for Water and Sewer services.

Recommendation: For information, discussion, and staff direction.

- c. Fulfillment of vacant Director position.

Recommendation: Advertise vacancy, request interest letters, and appoint a citizen at your next Board meeting, March 19, 2025.

8. BOARD OF DIRECTORS' REPORTS

9. INTERIM GENERAL MANAGER'S REPORT*

10. FUTURE AGENDA ITEMS

**11. ADJOURNMENT TO NEXT REGULARLY SCHEDULED MEETING OF
MARCH 19, 2025.**

*Denotes an attachment

River Pines Department Report

January 2025

Water Production/Sold

Well 2:	244,000 gallons	Total Produced:	1,323,090 gallons
Well 3R:	613,800 gallons	Total Sold:	577,550 gallons
Well 6R:	465,290 gallons	Unaccounted Loss:	56%

Regulatory Compliance Specialist

- December monthly and 4th quarter Water reporting completed
- December monthly and 4th quarter WW reporting completed

Wastewater

- Routine operation and maintenance
- Influent flow 1,350,600 gallons. Effluent Discharged 972,100 gallons.

Water Treatment / Distribution

- Routine sampling and maintenance
- Two (2) leak repairs

Staff Hours: 56 Water hrs. 47 Wastewater hrs.

Prepared by: Operations Department Staff

Reviewed by: Rick Ferriera, Operations and Engineering Manager

A Public Agency



12800 Ridge Road, Sutter Creek, CA 95685-9630 • www.amadorwater.org • OFFICE: (209) 223-3018
FAX: (209) 257-5281

January 28, 2025

Rocky Raymond, Board Chair
River Pines Public Utility District
PO Box 70
River Pines, CA 95675

Re: AWA Services Agreement

Dear Director Raymond:

Amador Water Agency has provided water and wastewater operation and other services related to your water and wastewater systems under a series of agreements, most recently an Agreement executed in 2017. Per that Agreement, AWA provides specified services on a time and materials basis and bills the District monthly. Bills are to be paid monthly.

Over a period of many months, the District has fallen into arrears in its payments to AWA. This arrearage is now approximately \$100,000. This is a serious problem because AWA cannot legally subsidize services to the District with rate revenue from our customers. We have forbore other action on this arrearage because we understood the District was considering a rate increase that was expected to provide the funds needed to remain current on payments going forward and to pay the arrearages.

We recently learned that your Board of Directors has declined to move forward with a rate increase. We are very concerned that the District will not be able to pay for services rendered. I am therefore providing notice, by my Board's direction, that per Section 6 of the 2017 Agreement, the Agency will terminate that Agreement and cease providing water and wastewater services 120 days from the date of this letter. Per the Agreement, the District is required to pay costs incurred in providing services to the District up to the date of the termination.

The 120-day notice period for termination of the Agreement may also serve as a "cure" period, during which the District may demonstrate that it will bring and maintain its account current, in which case the Agency will reconsider its decision to terminate the Agreement.

Sincerely,


Larry B. McKenney
General Manager

**RIVER PINES PUBLIC UTILITY DISTRICT
MEETING OF JANUARY 15, 2025**

MINUTES

1. CALL TO ORDER

The meeting was called to Order at ** by Chairman Raymond.

2. ROLL CALL

Present at the meeting were: Chair Raymond, Christensen, and Black.
Staff present: Candi Bingham, Leslie Garrett, and Giselle Wurtzberger.

3. PLEDGE OF ALLEGIANCE

Chairman Raymond led the Pledge of Allegiance.

4. PROPOSITION 218 HEARING

There was considerable discussion regarding this item whether or not the rate increase was for both water and sewer or just water.

Due to discrepancies, the Board determined that they wanted to restart the process.

Candi Bingham and Giselle Wurtzberger stated they resigned, and hung up their phone lines.

5. APPROVAL OF AGENDA

M/S Black/Christensen to approve the agenda. UNANIMOUS.

AYES: Raymond, Christensen, Black.

NOES:

ABSTAIN:

ABSENT:

6. PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA

7. MINUTES

M/S Christensen/Raymond to approve the Minutes. UNANIMOUS.

AYES: Raymond, Christensen, Black.

NOES:

ABSTAIN:

ABSENT:

8. CONSENT ITEMS:

- a. Monthly Financial Statements – Period Ending November 30, 2024.
- b. Monthly Financial Statements – Period Ending December 31, 2024.
- c. Expenditure Report – Submitted Check Approval through November30, 2024.
- d. Expenditure Report – Submitted Check Approval through December 31, 2024

M/S Christensen/Black to approve the consent items. UNANIMOUS.

AYES: Raymond, Christensen, Black.

NOES:

ABSTAIN:

ABSENT:

9. MONTHLY OPERATIONS REPORT

- a. Monthly Operations Report - Period Ending November 30, 2024.
- b. Monthly Operations Report - Period Ending December 31, 2024.
- c. Monthly General Manager Report – Period Ending November30, 2024.
- d. Monthly General Manager Report – Period Ending December 31, 2024.

So noted.

10. BOARD MATTERS:

- a. Appoint One New Board Member for the Vacating Board Member Position at the Election 2024.

M/S Raymond/Christensen to appoint Cathy Landgraf. UNANIMOUS.

AYES: Raymond, Christensen, Black.

NOES:

ABSTAIN:

ABSENT:

Director Landgraf was sworn in by Chairman Raymond.

- b. Continued Discussion Account #73-002 Wants Water on with Large Account Balance.

M/S Black/Christensen to *****UNANIMOUS.

AYES: Raymond, Christensen, Black.

NOES:

ABSTAIN:

ABSENT:

c. Distribution Project Update.
There was no update.

d. Managerial Consolidation with AWA
There was no update.

11. BOARD OF DIRECTORS COMMENTS/REPORTS.

a. Capital Improvements and general repairs necessary at the District.
This item was not discussed.

Director Black asked to be taken off of the bank account. This item will be brought back for Board approval.

12. COMMITTEE COMMENTS/REPORTS.

No reports were given.

13. FUTURE AGENDA TOPICS.

The Board requested that the signature cards be brought back for consideration at the next meeting.

14. ADJOURNMENT – The meeting was adjourned at 7:47 P.M.

RESOLUTION 2024-2025-*

A RESOLUTION OF THE RIVER PINES PUBLIC UTILITY DISTRICT AUTHORIZING SIGNING AUTHORITY FOR THE CHAIRMAN, VICE CHAIRMAN, INTERIM GENERAL MANAGER, AND OFFICE MANAGER ON BEHALF OF THE DISTRICT

WHEREAS, the River Pines Public Utility District, “District”, is responsible for the production, treatment, and distribution of water and wastewater services; and

WHEREAS, in the course of business for the District, it establishes relationships with various financial institutions (“banks”) for purposes including, but not limited to depository of District funds, investment of funds, borrowing money, or making payments on bonds and other debt issued by the District; and

WHEREAS, banks with whom the District does business normally require a District resolution designating which District officials are authorized to open bank accounts and to execute checks and other orders for payment of District funds; and

WHEREAS, the District desires to designate certain District officials to open bank accounts and execute checks and other orders for payment of District funds;

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the River Pines Public Utility District hereby delegates the following Directors to sign on the District’s behalf.

1. Roscoe “Rocky” Raymond, Board Chairman
2. Karla Christensen, Vice Chairman
3. Leslie Garrett, Office Manager
4. Amy Gedney, Interim General Manager

The foregoing Resolution was duly passed and adopted by the Board of Directors of the River Pines Public Utility District at a regular meeting held on the 19th of February 2025, by the follow vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

River Pine Public Utility District

Chair

ATTEST:

Leslie Garrett, Office Manager

RESOLUTION 2024-2025-*

**A RESOLUTION OF THE RIVER PINES PUBLIC UTILITY DISTRICT AUTHORIZING
THE CHAIRMAN TO SIGN A CONTRACT WITH AMY GEDNEY FOR INTERIM
GENERAL MANAGER SERVICES**

WHEREAS, the River Pines Public Utility District, “District”, is responsible for the production, treatment, and distribution of water and wastewater services; and

WHEREAS, the District desires to have an Interim General Manager to perform oversight and administrative functions for the District on behalf of the Board of Directors; and

WHEREAS, Amy Gedney is capable, willing and able to perform said services; and

WHEREAS, through its Attorney, the District has drafted and Amy Gedney has accepted the terms of interim employment as outlined in Exhibit A;

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the River Pines Public Utility District hereby authorizes its Board Chairman to execute the Agreement as noted with Amy Gedney for Interim General Manager services.

The foregoing Resolution was duly passed and adopted by the Board of Directors of the River Pines Public Utility District at a regular meeting held on the 19th of February 2025, by the follow vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

River Pine Public Utility District

Chair

ATTEST:

Leslie Garrett, Office Manager

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(River Pines Public Utility District / Amy Gedney)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the River Pines Public Utility District, a California Special District (“District”), and Amy Gedney, a natural person (“Consultant”).

2. RECITALS

- 2.1 The District has determined that it requires the following professional services from a consultant: Interim General Manager consultant services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 Consultant represents that it has no known relationships with third parties, board members, or employees of the District which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the District and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposed Scope of Services to the District attached hereto as Exhibit A and incorporated herein by this reference.

- 3.2 “Agreement Administrator”: The Agreement Administrator for this project is District Board of Directors. The Agreement Administrator shall be the principal point of contact at the District for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. The District reserves the right to change this designation upon written notice to Consultant.
- 3.3 “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4 “Maximum Amount”: The highest total compensation and costs payable to Consultant by the District under this Agreement. The Maximum Amount under this Agreement is Forty Nine Thousand Five Hundred Ninety Dollars and Eighty Four Cents (\$49,590.84).
- 3.5 “Commencement Date”: February 1, 2025
- 3.6 “Termination Date”: January 31, 2026

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below.

5. CONSULTANT’S DUTIES

- 5.1 **Services.** Consultant shall perform the services identified in the Scope of Services. The District shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 **Coordination with the District.** In performing services under this Agreement, Consultant shall coordinate all contact with the District through its Agreement Administrator.

- 5.3 **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to the District. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.4 **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, the District may consent in writing to Consultant's performance of such work.
- 5.5 **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed District official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to District prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.6 **Appropriate Personnel.** All services identified in the Scope of Services shall be performed by Consultant.
- 5.7 **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement

shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

6.1 **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed.

7. COMPENSATION

7.1 **General.** The District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the District in advance.

7.2 **Invoices.** Consultant shall submit to the District an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced.

7.3 **Taxes.** The District shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4 **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7.5 **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the District through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the District.

- 7.6 **District Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until the District is satisfied that the services are satisfactory.
- 7.7 **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, the District shall have the right to withhold payments under this Agreement to offset that amount.

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of the District without restriction or limitation upon its use or dissemination by the District except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

9. RELATIONSHIP OF PARTIES

- 9.1 **General.** Consultant is, and shall at all times remain as to the District, a wholly independent contractor.
- 9.2 **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise to act on behalf of the District as an agent. Neither the District nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of the District.
- 9.3 **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the District as an employer. Consultant is an independent contractor and shall not be entitled to any employment benefits. District makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for

making such a determination. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend the District from and against any and all claims, losses, costs, tax liabilities, payroll deductions, or other expenses arising out of or in connection with Consultant's status as an independent contractor or status as an employee, as may be determined from time to time by any governmental entity or agency, including all claims, losses, costs or expenses arising out of or in connection with Consultant's independent contract / employment status. The obligations in this paragraph shall apply to first-party claims and third-party claims. Such costs and expenses shall include, but not be limited to, reasonable attorneys' fees for counsel of the District's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 9.4 **Definitions.** For purposes of Section 9.3, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "District" shall include the District, its officers, agents, employees and volunteers.

10. INDEMNIFICATION

- 10.1 **Definitions.** For purposes of this Section 10, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "District" shall include the District, its officers, agents, employees and volunteers.

- 10.2 **Consultant to Indemnify District.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend the District from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

- 10.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify

the District for such loss or damage as is caused by the sole active negligence or willful misconduct of the District.

- 10.4 **Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of the District's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 10.5 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to the District.
- 10.6 **Insurance Not a Substitute.** The District does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 11.2 **Documentation of Insurance.** The District will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with the District:
- Certificate of Insurance, indicating companies acceptable to the District, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Interim General Manager Consultant Services.
 - Documentation of Best's rating acceptable to the District.

- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

11.3 **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate

General Liability:

- General Aggregate: \$2,000,000
- Products Comp/Op Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (any one fire) \$ 50,000
- Medical Expense (any 1 person) \$ 5,000

Workers' Compensation:

- Workers' Compensation Statutory Limits
- EL Each Accident \$1,000,000
- EL Disease - Policy Limit \$1,000,000
- EL Disease - Each Employee \$1,000,000

Automobile Liability:

- Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

11.4 **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

- 11.5 **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 11.6 **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 11.7 **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000.
- 11.8 **Additional Insured Endorsements.** The District and its board members, officers, employees, and consultants must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the District, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 11.9 **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, the District has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 11.10 **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the

required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: River Pines Public Utility District, Attn: Leslie Garrett, Office Manager, 22900 Canyon Ave, River Pines, CA 95675.

- 11.11 **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to the District. Any insurance or self-insurance maintained by the District and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.12 **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the District. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 11.13 **Report of Claims to District.** Consultant shall report to the District, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 11.14 **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, the District must approve all such amounts prior to execution of this Agreement.

The District has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to the District's approval.

11.15 **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify the District under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

12. MUTUAL COOPERATION

12.1 **District Cooperation in Performance.** The District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against the District relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that the District may require in the defense of that claim or action.

13. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and the District's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to the District
River Pines Board of Directors
22900 Canyon Ave
River Pines CA 95675
Telephone: (209) 245-6723

If to Consultant
Amy Gedney
[Address]
[Address]
Telephone: (209) 509-9110

With courtesy copy to:
Gary B. Bell, Esq.
General Counsel
Colantuono, Highsmith & Whatley, PC
555 University Avenue, Suite 275
Sacramento, CA 95825
Telephone: (916) 898-0049

14. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.7 (Records), Section 10 (Indemnification), Section 11 (Insurance), Section 12 (Mutual Cooperation), Section 14 (Surviving Covenants), Section 16 (Interpretation of Agreement), and Section 17 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

15. TERMINATION

- 15.1 **District Termination.** The District may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the District data, documents, objects, materials or other tangible things shall be returned to the District upon the termination or expiration of this Agreement.
- 15.2 **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement by the District upon 30 days' notice.
- 15.3 **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The District shall have the benefit of such work as may have been completed up to the time of such termination.
- 15.4 **Remedies.** The District retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

16. INTERPRETATION OF AGREEMENT

- 16.1 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 16.2 **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. In the event of

any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by the District and Consultant.

- 16.3 **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 16.4 **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 16.5 **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 16.6 **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

17. GENERAL PROVISIONS

- 17.1 **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement

are deemed confidential and Consultant shall not disclose it without prior written consent by the District. The District shall grant such consent if disclosure is legally required. All the District data shall be returned to the District upon the termination or expiration of this Agreement.

- 17.2 **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the District's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 17.3 **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, and any attempt to do so shall be void and of no effect. The District shall not be obligated or liable under this Agreement to any party other than Consultant.
- 17.4 **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 17.5 **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 17.6 **Attachments.** To the extent a conflict exists between the attachments and the terms of this Agreement, the terms of this Agreement will control.
- 17.7 **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

- 17.8 **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 17.9 **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by the District or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by the District or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 17.10 **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in the District's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 17.11 **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 17.12 **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party

shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

17.13 **Venue.** The venue for any litigation shall be the Superior Court of California for the County of Amador and Consultant hereby consents to sole jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

17.14 **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

(Signature page follows)

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“DISTRICT”

River Pines Public Utility District

Signature: _____

Printed: Rocky Raymond

Title: Board Chair

Date: _____

“CONSULTANT”

Amy Gedney

Signature: _____

Printed: Amy Gedney

Date: _____

Attest:

Signature: _____

Printed: Leslie Garrett

Title: Office Manager

Date: _____

Approved as to form:

Signature: _____

Printed: Gary B. Bell

Title: General Counsel

Date: _____

EXHIBIT A

Scope of Services

GENERAL MANAGER

As established by the California Water Code section 71340, the General Manager shall be appointed by and serve at the pleasure of the Board of Directors, reporting to and under policy direction from the Board, except as otherwise provided herein. The General Manager plans, directs and controls the activities and operations of the River Pines Public Utility District consistent with the District's mission to provide a quality water supply in a reliable quantity, sewer and wastewater treatment at the lowest possible cost to District customers. In addition the General Manager coordinates activities with other District employees, develops policy recommendations for the Board of Directors' action, and provides responsible administrative support to the Board of Directors.

RESPONSIBILITIES and DUTIES

- Implement policies and directives of the Board of Directors
- Enforce policies and ordinances of the District
- Supervise day-to-day operations of the District
- Keep the Board advised of the District's financial condition and needs, answer questions concerning financial issues at Board meetings
- Oversee the general accounting system and financial records, approve invoices and payroll and submit for payment, ensure timely signing of District checks by authorized personnel
- Prepare or oversee the preparation of the District's annual budget, making recommendations to the Board on final expenditure levels
- Oversee purchase of all District supplies with expenditures submitted to the Board on recommendation of the General Manager only
- Perform office duties required for the day to day operation of the District
- Oversee development of Board agendas
- Attend and take part in District Board meetings

- Recommend long term strategic techniques and plans to achieve River Pines Public Utility District's mission of providing reliable quantity and quality water, sewer, and wastewater treatment services in a cost-efficient manner
- Provide recommendations to the Board for operations, finances, capital improvements, policies, resolutions, and ordinances as deemed necessary
- Oversee that all State and Federal water, wastewater, and distribution reporting and sampling requirements are met
- Oversee security of District facilities
- Oversee service and maintenance of all District equipment
- Oversee and direct District employees and contracted professionals performing services for the District
- Effect administrative reorganization, positions, or practices as may be indicated in the interests of effective, efficient, and economic operation of the District
- Investigate and report to the Board any complaint made to the District
- Select and recommend to the Board for appointment/hiring qualified individuals to fill staff vacancies
- Perform, at minimum, annual evaluations of staff and make any necessary recommendations to the Board based on the results of those evaluations
- Represent the District's policies and services with other governmental organizations, community groups, and the public
- Act as the District's liaison to other governmental organizations/agencies, community and civic groups, the media, and general public
- Maintain a cooperative working relationship with the Board, District staff, external agencies and organizations, and the public

Perform other duties and exercise other powers which may become necessary to fulfill the District's mission and to accomplish the effective and efficient operation of the District or as assigned by the District Board of Directors.

EDUCATION and EXPERIENCE

High school diploma or GED required. Four years of progressively responsible management experience and BA degree. Must qualify for fiduciary bonding.

CERTIFICATES, LICENSES, REGISTRATIONS,

Possession of a valid California Driver's License and a continuing acceptable driving record.

ABILITIES, SKILLS and KNOWLEDGE.

- Computer operation and standard applications software and standard office equipment
- Effective verbal and written communication skills
- Effective practices of planning, organizing, coordinating, and preparing information, written documents and reports
- Principles and practices of financial planning, budgeting, expenditure control, and reporting
- Technological awareness
- Strong multi-task and multi-focus abilities
- Committed to increased training and knowledge for the benefit of the District operations
- Participate in meetings and individually with personnel of various professional and non- professional backgrounds to solve problems and develop plans of action
- Plan, organize, coordinate, analyze and direct staff to achieve efficient operations and meet District goals
- Committed to honest, transparent, customer-focused management
- High sense of ethics, integrity and professional attitude

PHYSICAL DEMANDS and WORKING CONDITIONS

- Sitting, standing, bending, and reaching
- Manual dexterity sufficient to operate computer and standard office equipment
- Hearing and speech to clearly communicate in person or by telephone
- Vision to read handwritten and printed materials and computer screen

- Work well under stress and to meet deadlines
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EXHIBIT B

Salary Schedule

Interim General Manager shall be compensated \$1,907.34 every two weeks for District job duties in Exhibit A.

RIVER PINES PUBLIC UTILITY DISTRICT

STAFF REPORT

MEETING DATE: FEBRUARY 19,2025

TO: RIVER PINES PUBLIC UTILITY DISTRICT

FROM: AMY GEDNEY, INTERIM GENERAL MANAGER

SUBJECT: MONTHLY REPORT – FEBRUARY 2025

WATER AND WASTEWATER OPERATIONS:

- As noted in the agenda, the monthly operations staff report for January was submitted. At the time of this writing, I have a meeting scheduled with AWA GM on the 19th and will report the discussion at your meeting.
- I will also be working with field staff to tour all of our facilities.

ADMINISTRATION/FINANCE:

- The Office Manager and I have been working on the GM transition. There have been many mistakes that I have made in the billing, but we are working to rectify those. We are working to refine the process for meter readings etc.
- I will be working on getting trained on our in house processes.
- I would like to set up individual meetings with each board member.

CAPITAL PROJECTS:

- Our engineer, Jack Scroggs, provided an overview of the distribution project. The State is currently reviewing the revisions of the reduced scope. We are awaiting their approval.

MISCELLANEOUS:

- Staff will be working on reviewing our processes for facilities.