



Helendale Community Services District

26540 Vista Road, Suite C, Helendale, CA 92342

NOTE: New Time
REGULAR BOARD MEETING
Thursday, April 6, 2023, at 6:00 PM

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

This meeting of the Board of Directors of the Helendale Community Services District is Open to the public both in-person at the District Office located at 26540 Vista Road, Suite C, Helendale, California, and via teleconference by clicking the following link: www.zoom.com Meeting ID 463 173 8547 Passcode: HCSD. (Dial-in instructions will be provided after registering at the link)

Call to Order - Pledge of Allegiance

1. Approval of Agenda

2. Public Participation

Anyone wishing to address any matter pertaining to District business listed on the agenda or not, may do so at this time. However, the Board of Directors may not take action on items that are not on the agenda. The public comment period may be limited to three (3) minutes per person. Any member wishing to make comments may do so by filling out the speaker's card in person or using the "raise the hand" or "chat" feature. If viewing remotely a speaker's card may be filled out at the following link:

<https://www.surveymonkey.com/r/HKGNLL8> or use the features referenced above. The District requests that all speaker cards be submitted at any time prior to the close of public participation.

3. Consent Items

- a. Approval of Minutes: March 16, 2023, Regular Board Meeting
- b. Bills Paid Report

4. Reports

- a. Directors' Reports
- b. General Manager's Report

Regular Business:

5. Discussion and Possible Action Regarding Approval of Directors' Expense Reports
6. Discussion Only Regarding Review of Ordinance 2022-02: An Ordinance of the Helendale Community Services District Setting Compensation for Its Board of Directors
7. Discussion and Possible Action Regarding Adoption of the Table of Organization
8. Discussion and Possible Action Regarding Request to Declare as Surplus Various District-Owned Equipment
9. Discussion and Possible Action Regarding Approval of Professional Services Agreement for Financial Support Services
10. Discussion and Possible Action Regarding Approval of Change Order #4 for Maintenance Building Drawings

Other Business

11. Requested items for next or future agendas (Directors and Staff only)

Closed Session

12. Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)
Two Potential Cases

13. Report of Closed Session Items

14. Adjournment

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought in order to participate in the above agenda public meeting should be directed to the District's General Manager's office at (760) 951-0006 at least 24 hours prior to said meeting. The regular session of the Board meeting will be recorded. Recordings of the Board meetings are kept for the Clerk of the Board's convenience. These recordings are not the official minutes of the Board meetings.



Helendale Community Services District

Date: April 6, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #3
Consent Items

CONSENT ITEMS

- a. Approval of Minutes: March 16, 2023 Regular Board Meeting
- b. Bills Paid Report



Helendale Community Services District

Date: April 6, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Cheryl Vermette
SUBJECT: Agenda item #3a
Minutes from Board meeting 3/16/2023



Minutes of the Helendale Community Services District
REGULAR BOARD OF DIRECTORS MEETING
March 16, 2023, at 6:30 PM
26540 Vista Road, Suite C. Helendale, CA 92342

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

This meeting of the Board of Directors of the Helendale Community Services District is Open to the public both in-person at the District Office located at 26540 Vista Road, Suite C, Helendale, California, and via teleconference by clicking the following link: www.zoom.com Meeting ID 463 173 8547 Passcode: HCSD. (Dial-in instructions will be provided after registering at the link)

Board Members Roll Call:

Present: President Henry Spiller; Vice President Ron Clark; Secretary Sandy Haas; Director Annette Roper

Absent: Director George Cardenas

Staff Members Present:

Kimberly Cox, General Manager; Craig Carlson, Water Operations Manager; Alex Aviles, Wastewater Operations Manager; Cheryl Vermette, Parks, Recreation & Programs Supervisor

Consultants/Guests:

Steve Kennedy, Legal Counsel (Zoom)
Richard Nino, Burrtec Waste
Michael Heffman, Burrtec Waste

Members of the Public:

There was one member of the public attending via Zoom.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 pm by President Spiller, after which the Pledge of Allegiance was recited.

1. Approval of Agenda

Discussion: General Manager Cox requested to remove item 11 from closed session, as there is no longer a need to discuss this item.

Action: A motion was made by Vice President Clark to approve the agenda as amended. The motion was seconded by Director Haas.

Vote: The motion carried by the following roll call vote: 4 - Yes; 0 – No; 1 – Absent. President Spiller-Yes; Vice President Clark-Yes; Director Clark -Yes; Director Haas -Yes; Director Cardenas - Absent; Director Roper - Yes.

2. Public Participation

None

3. Consent Items

- a. Approval of Minutes: March 2, 2023, Regular Board Meeting
- b. Bills Paid Report
- c. January 2023 Financial Report

Motion: Director Haas made a motion to approve the consent items as presented. Vice President Clark seconded the motion.

Vote: The motion carried by the following roll call vote: 4 - Yes; 0 – No; 1 – Absent. President Spiller-Yes; Vice President Clark-Yes; Director Clark -Yes; Director Haas -Yes; Director Cardenas -Absent; Director Roper - Yes.

4. Reports

- a. Directors' Reports

President Spiller thanked Staff for their efforts on the basketball season.

- b. General Managers Report

the CBB investment was locked in at 5.15% last week. The market value is up by \$5,614 already. The treasury rate reduced by 4.71% since last week. Victorville leased 744 acre-feet of water at \$525.60 per acre-foot for \$391,046.40. This will pay the loan of \$298,894.90. The balance of \$92,151.50 will more than cover the cost of a new service truck at a cost of \$64,000. Wastewater Operations Manager Aviles gave the wastewater report. The new sludge air compressors and dryers were installed and are operating nicely. Evans Hydro performed preventative maintenance on the Smithson Lift Station pumps. Pulled a filtrate pump to get bowl and shaft measurements for pump suppliers to give quotes. Staff received odor complaints from Schooner area due to the lift station being in bypass mode, new flow control units were ordered so the station can be put back into normal operations. Staff also attended forklift training. The wet well lid on the Smithson lift station was smashed in this past Sunday. Staff cut off the old lid and replaced it with a 2 ¾ piece of plywood bolted to the lift station riser for safety and security. Staff pulled recycled irrigation pump from the park reuse area and installed it at the alfalfa fields adjacent to the treatment plant. One of the reuse pumps lost a bearing causing the pump to seize and fail.

General Manager Cox provided an administrative update. There were 25 account transfers in February, a map was also presented showing the distribution of account transfers. January and February 2023 were the lowest months ever for account transfers. Twelve deposit letters were mailed to "high risk" customers (a customer who has had at least one disconnect for nonpayment during the past 12 months). There were 11 credit checks processed in February, 9 people were approved and 2 were denied. The District's total cash balance is \$6,083,575, the water department has \$2,038,151; the wastewater department has \$3,053,057; the park department has \$506,417; and the solid waste department has \$212,261. The District has

\$132,962 in DCB; \$848,247 in CBB checking; \$1,038,544 in LAIF; \$2,024,188 in CBB Trust; and \$2,039,632 in CLASS.

Regular Business

5. Discussion and Possible Action Regarding Approval of Directors' Expense Reports

Motion: Vice President Clark made a motion to approve the consent items as presented. President Spiller seconded the motion.

Vote: The motion carried by the following roll call vote: 4 - Yes; 0 - No; 1 - Absent. President Spiller-Yes; Vice President Clark-Yes; Director Clark -Yes; Director Haas -Yes; Director Cardenas - Absent; Director Roper - Yes.

6. Discussion and Possible Action Regarding Request from Burrtec for Inflation-Based Increase and Other Related Fee Increases for Solid Waste Services

Discussion: Each year Burrtec presents the CPI increase for solid waste pick up services. The contract requires notice no later than April 1st and section 10.05 outlines the annual formula-based compensation adjustment. Past CPI adjustments were: 3.07% effective 7/1/20; 1.87% effective 7/1/21; 5.76% effective 7/1/22. The current CPI is 8.7%. The contract caps the CPI increase at 4%. The Board has discretion to award more or hold to the cap. The cap only applies to the service component of the rate. Burrtec has the right to request extra-ordinary increases. Section 10.08 discusses extraordinary rate adjustments related to changes in law or extraordinary changes in operating costs brought about by unforeseen circumstances beyond the control of contractor and change in disposal facilities. The presentation went over the residential rates, commercial rates were included in documents that were handed out. The commercial rates vary widely based on type of service. Customers who do not pay for disposal (ESFR) on their tax bill pay an additional \$7.26 per month to cover disposal costs (primarily multi-family and new construction). The recycling fee will increase slightly by \$0.08. General Manager Cox presented a chart that showed the fee increases at 4% vs. the fee increases at 8.7%. The total increase at 4% would be \$2.58 per month and the increase at 8.7% is \$3.51 per month. The difference between the 4% increase and the 8.7% increase is \$0.93 per month. One of the components in the increase is new costs that have been included for SB1383 compliance. The District added cost for Staff involvement in program compliance and reporting, the Board could elect to remove this line item. The residential rate would be \$26.92 at 4% and \$27.85 at 8.7%. The green waste disposal fee was added two years ago to help offset the cost for hauling the green waste to the composter. Because we operate a green waste program, it helps with SB1383 compliance. The Board discussed the CPI increase and decided to send the notices out informing the residents of a rate increase of 8.7% and directed Staff to prepare the public noticing and set the hearing schedule.

Motion: Director Roper made a motion to direct Staff to prepare the 218 public notice and set the schedule for the public hearing for increased solid waste costs to include an 8.7% increase. Vice President Clark seconded the motion.

Vote: The motion carried by the following roll call vote: 3 - Yes; 1 - No; 1 - Absent. President Spiller-Yes; Vice President Clark-Yes; Director Clark -Yes; Director Haas - No; Director Cardenas - Absent; Director Roper - Yes.

7. Discussion Only Regarding Annual Review of Park Development Impact Fee

Discussion: On January 18, 2018, the Board adopted a Park Development Impact Fee (DIF). The fee is \$1720 per new rooftop, the purpose for the fee is for new development to pay a small portion of the costs of the park. The initial study was completed in April 2017. The amount of the Development Impact Fees collected is reviewed by the Board annually. To date, the District has collected \$46,440 in development impact fees (\$8,600 in 2018; \$6,880 in 2019; \$5,160 in 2020; \$22,360 in 2021 and \$3,440 in 2022). Only two new homes were constructed last year. There was no activity in the first quarter of 2023. If the Board wished to increase the fee a new DIF study would be required, a public hearing would need to be held and a new fee would need to be adopted by the Board.

Motion: There was no action on this item

8. Discussion Only Regarding Park Capital Improvement Plan

Discussion: Individual CIP's are reviewed as part of the budget development process each year. The CIP is a fluid document. Not all items identified in the CIP can be completed in a fiscal year. The cost estimates are based on Staff level guestimates. The CIP can be modified based upon Board input, additional modifications can be made between now and budget adoption based upon additional information. Park and Recreation Supervisor Vermette went through each line item in detail. The Board requested a sound system for the park to be added to the CIP.

Motion: There was no motion on this item.

9. Discussion and Possible Action Regarding Approval of Workers Compensation Insurance Policy

Discussion: In 2020, the Board approved the transition from SDRMA to Cal Mutual's JPA insurance carrier which represented a substantial savings. Zenith is regulated by the Workers compensation Insurance Bureau (WCIB) and as such is required to perform audits of its clients. The driver for workers compensation are safety record, District payroll and employee classification. Workers compensation coverage is required. Staff feels Zenith is a good value. The District's safety record has kept our net rates stable. Staff helps keep the rates low through safe work practices and participates in weekly safety meetings, tailgate meetings, and goes over a safety review before performing complicated or dangerous tasks. GM Cox presented a chart of workers compensation costs; from 7/1/20 to 4/30/2021 the cost was \$24,343; for 5/1/2021 to 4/30/2022 the cost was \$32,294; for 5/1/2022 to 4/30/2023 the cost was \$30,446, and the estimated cost for 5/1/2023 to 4/30/2024 is \$33,565.

Motion: Vice President Clark made a motion to approve the amount of \$33,565 for workers compensation costs from May 1, 2023, through April 30, 2024. Director Haas seconded the motion.

Vote: The motion carried by the following roll call vote: 4 - Yes; 0 - No; 1 - Absent. President Spiller-Yes; Vice President Clark-Yes; Director Clark -Yes; Director Haas -Yes; Director Cardenas - Absent; Director Roper - Yes.

Other Business

10. Requested items for next or future agendas (Directors and Staff only)

Update on Flag Football

President Spiller called for a brief recess at 7:45 pm to be followed by closed session.
Closed Session began at 7:50 pm

Closed Session

~~11. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)
One Potential Case~~

12. Conference with Real Property Negotiator
(Government Code Section 54956.8)
Property: 26538 Lakeview Drive
District Negotiator: Kimberly Cox
Negotiating Parties: Towerpoint
Under Negotiation: Price and Terms of Payment

13. Report of Closed Session Items

Legal Counsel Kennedy reported that the Board met in Closed Session, there was no reportable action resulting from closed session items.

14. Adjournment

President Spiller adjourned the meeting at 8:00 pm

Submitted by:

Approved by:

Henry Spiller, President

Sandy Haas, Secretary

The Board actions represent decisions of the Helendale Community Services District Board of Directors. A digital voice recording and copy of the PowerPoint presentation are available upon request at the Helendale CSD office.



Helendale Community Services District

Date: April 6, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Sharon Kreinop, Senior Account Specialist
SUBJECT: Agenda item #3 b
Consent Items: Bills Paid and Presented for Approval

STAFF RECOMMENDATION:
Updated Report Only. Receive and File

STAFF REPORT:

Staff issued 43 checks and 14 EFT's totaling \$156,932.22.

Total Cash Available:	<u>03/30/23</u>	<u>03/13/23</u>
Cash	\$6,061,817.65	\$6,083,575.05
Drafts /Checks/EFT's Issued	\$ 156,932.22	\$ 201,016.28

INVESTMENT REPORT:

The Investment Report shows the status of the invested District funds. The interest rate is 2.624% for LAIF and 4.6439% for CA Class for February 2023. Interest earned February 2023 on CA Class account is \$3,164.66



Helendale CSD

Bills Paid and Presented for Approval

Transaction Detail

Issued Date Range: 03/14/2023 - 03/30/2023

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
Bank Account: 251229590 - CBB Checking					
03/14/2023	26145	Victorville Chevrolet / Cadillac	-64,142.47	Check	Accounts Payable
03/15/2023	26146	Brunick, McElhane & Kennedy Professional Law Corp	-6,575.00	Check	Accounts Payable
03/15/2023	26147	Pacific Advanced Civil Engineering, Inc	-18,703.02	Check	Accounts Payable
03/17/2023	26148	California State Disbursement Unit	-230.76	Check	Accounts Payable
03/17/2023	26149	State of California - Franchise Tax Board	-50.00	Check	Accounts Payable
03/16/2023	26150	Burrtec Waste Industries Inc	-475.78	Check	Accounts Payable
03/16/2023	26151	Cardmember Services	-1,975.26	Check	Accounts Payable
03/16/2023	26152	Choice Builder	-1,093.59	Check	Accounts Payable
03/16/2023	26153	County of San Bernardino, Environmental Health Services	-570.00	Check	Accounts Payable
03/16/2023	26154	Frontier Communications	-83.30	Check	Accounts Payable
03/16/2023	26155	Frontier Communications	-50.84	Check	Accounts Payable
03/16/2023	26156	Frontier Communications	-62.24	Check	Accounts Payable
03/16/2023	26157	Frontier Communications	-162.15	Check	Accounts Payable
03/16/2023	26158	Ryan Herco Products Corp	-291.60	Check	Accounts Payable
03/16/2023	26159	Silver Lakes Association	-500.00	Check	Accounts Payable
03/16/2023	26160	Surplus Office Sales	-1,400.53	Check	Accounts Payable
03/16/2023	26161	United States Treasury	-455.99	Check	Accounts Payable
03/16/2023	26162	Verizon Wireless	-698.89	Check	Accounts Payable
03/16/2023	26163	Verizon Wireless	-106.32	Check	Accounts Payable
03/16/2023	26164	BRIAN LAMMER	-206.47	Check	Utility Billing
03/16/2023	26165	PREMIUM TITLE OF CALIFORNIA, INC.	-336.00	Check	Utility Billing
03/16/2023	26166	BRECKENRIDGE PROPERTY FUND 2016 LLC	-233.00	Check	Utility Billing
03/16/2023	26167	SHERRILYN WALL	-47.54	Check	Utility Billing
03/16/2023	26168	Inland Water Works Supply Co.	-5,189.09	Check	Accounts Payable
03/22/2023	26170	CLYDE BAKER	-1,100.00	Check	Utility Billing
03/23/2023	26171	A Step Above Carpet & Tile Cleaning	-275.00	Check	Accounts Payable
03/23/2023	26172	ACI Payments, Inc	-56.40	Check	Accounts Payable
03/23/2023	26173	Burrtec Waste Group, Inc	-10,772.47	Check	Accounts Payable
03/23/2023	26174	County of San Bernardino, Solid Waste Mgmt. Div.	-714.02	Check	Accounts Payable
03/23/2023	26175	Geo-Monitor, Inc.	-199.00	Check	Accounts Payable
03/23/2023	26176	Home Depot Credit Services	-1,709.98	Check	Accounts Payable
03/23/2023	26177	Mark Roberts	-1,500.00	Check	Accounts Payable
03/23/2023	26178	Staples Credit Plan	-301.35	Check	Accounts Payable
03/28/2023	26179	Amazon Capitol Services	-249.20	Check	Accounts Payable
03/28/2023	26180	Business Card Reversal	2,482.97	Check Reversal	Accounts Payable
03/28/2023	26180	Business Card	-2,482.97	Check	Accounts Payable
03/28/2023	26181	Frontier Communications	-94.02	Check	Accounts Payable
03/28/2023	26182	Helendale Community Services District	-127.72	Check	Accounts Payable
03/28/2023	26183	James Harvey	-341.25	Check	Accounts Payable
03/28/2023	26184	Rebecca Gonzalez	-165.00	Check	Accounts Payable
03/28/2023	26185	Sierra Analytical Labs, Inc	-905.00	Check	Accounts Payable
03/30/2023	26188	Amazon Capitol Services	-267.22	Check	Accounts Payable
03/30/2023	26189	Burrtec Waste Industries Inc	-133.79	Check	Accounts Payable
03/30/2023	26190	Business Card	-2,842.97	Check	Accounts Payable
03/30/2023	26191	K. C. Fabrication & Restoration	-925.00	Check	Accounts Payable
03/14/2023	EFT0004511	SW Gas ACH 4-Plex Acct # 910000817466	-306.65	EFT	General Ledger

Bank Transaction Report

Issued Date	Number	Description	Amount	Type	Module
03/14/2023	EFT0004512	SW Gas Water Shop Acct # 910001037540	-16.46	EFT	General Ledger
03/14/2023	EFT0004513	SCE ACH 4-Plex Acct 700392338368	-354.58	EFT	General Ledger
03/14/2023	EFT0004514	ACH Water Shop SCE Acct 700453074415	-104.59	EFT	General Ledger
03/21/2023	EFT0004520	SCE Street Lighting Acct # 700013030275	-1,688.95	EFT	General Ledger
03/22/2023	EFT0004522	SCE ACH Park Wellheads Acct 700448234519	-236.35	EFT	General Ledger
03/28/2023	EFT0004529	SCE ACH Sod Farm Acct 700255337588	-1,172.32	EFT	General Ledger
03/17/2023	EFT0004532	CalPERS 457 Pmt PPE 3/12/23	-5,220.01	EFT	General Ledger
03/27/2023	EFT0004534	CalPERS Classic Pmt PPE 2/26/23	-7,946.90	EFT	General Ledger
03/27/2023	EFT0004537	CalPERS PEPRA Pmt PPE 2/26/23	-2,117.46	EFT	General Ledger
03/30/2023	EFT0004542	SCE ACH Well 6,7,8,9 & 2 Acct 700620711734	-613.55	EFT	General Ledger
03/20/2023	EFT0004554	To record Tasc Flex Claim Pmt PPE 3/12/23	-770.81	EFT	General Ledger
03/16/2023	EFT0004555	CalPERS Classic Pmt PPE 2/12/23	-7,946.90	EFT	General Ledger
03/16/2023	EFT0004557	CalPERS PEPRA Pmt PPE 2/12/23	-2,117.46	EFT	General Ledger
Bank Account 251229590 Total: (59)					-156,932.22
Report Total: (59)					-156,932.22

Summary

Bank Account
[251229590_CBB Checking](#)

Count	Amount
59	-156,932.22
Report Total: 59	-156,932.22

Cash Account
[99 99-111000_Cash in CBB - Checking](#)

Count	Amount
59	-156,932.22
Report Total: 59	-156,932.22

Transaction Type	Count	Amount
Check	44	-128,802.20
Check Reversal	1	2,482.97
EFT	14	-30,612.99
Report Total: 59		-156,932.22

DCB Visa Statement 3/2/23									
Acct #	Description	Charges	Total						
01-545000	Fuses for New Water Service Truck	5.97							5.97
01-553600	Logos for Employee Uniforms	89.49							89.49
02-541000	Meals to p/up items won @ Sacramento Auction	27.76	19.35						47.11
02-545001	Fuel to p/up items won @ Sacramento Auction	80.00	60.00	102.35					242.35
02-553000	Audible Alarm for Cameras	75.41							75.41
02-553600	Logos for Employee Uniforms	89.49							89.49
02-552700	Hotel to p/up items won @ Sacramento Auction	146.33							146.33
03-553600	Logos for Employee Uniforms	89.50							89.50
05-550002	Basketball Medals	536.05							536.05
05-553000	Partial refund for Park Supplies / Plexiglass for Bulletin Board	(26.77)	48.48						21.71
05-553600	Logos for Employee Uniforms	89.49							89.49
10521600	Website Hosting	71.88							71.88
10-522510	Board Meeting Snacks / Name Tags / Bottled Water	32.29	65.25	13.89	3.49	43.06			157.98
10-553000	Cleaning Supplies / Desk Organizers	5.39	5.71						11.10
10-553600	Logos for Employee Uniforms	89.50							89.50
10-556800	15 Yr. Anniversary Gift Cards - B. Kuhlmann	105.95	105.95						211.90
Total									1,975.26
Due 3/28/23									
	Staff Key:	KC	CC	AA	JT	CV			

Master Card February 17 - March 16, 2023

Acct #	Description	Charges	Charges	Charges	Charges	Charges	Charges	Charges	Total
01-524500	CEU Training Course - C. Carlson /HDMWA Class	125.00	180.00						305.00
01-541000	Re-key Water Shop Doors	350.00							350.00
01-553000	Costco -Water Operating Supplies	23.78							23.78
01-556500	HDMWA Membership	100.00							100.00
02-541000	Re-key WW shop Door	50.00							50.00
02-553000	Costco -WW Operating Supplies	23.78							23.78
03-545000	Forklift Maint	45.14							45.14
03-553000	Costco -Thrift Store Supplies	23.78							23.78
03-556800	Thrift Store Employee Incentive Gift Cards	360.00							360.00
05-545000	Gator Starter	117.92							117.92
05-553000	Costco - Park Operating Supplies / Sprayer	23.77	30.12						53.89
05-5530000-3	Door Sweeps Unit C	46.56							46.56
05-553400	Memorial Bench Plaque	106.60							106.60
05-550002	Basketballs/ End f Season Pizza Party	51.76	400.00						451.76
10-522505	Brkfst & Lunch Meetings KC, H. Spiller, & R. Clark	28.24	44.76						73.00
10-522510	HDMI Cords / Board Member Business Cards / Snacks	49.54	261.78	215.28	65.00				591.60
10-526650	Lunch Meeting @ Silver Lakes Inn KC & Mike Plozink	30.70							30.70
10-553000	Costco -Admin Operating Supplies	23.78	37.69						61.47
10-556500	San Bernardino Sun Monthly Subscriptions (Auto-pay) / Press Digital Monthly Subscription (Auto Pay)	18.00	9.99						27.99
Total		Staff Key:	KC	CC	CV				2,842.97
Due 4/15//23									Total Due



Helendale Community Services District

DATE: April 6, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #5
Discussion and Possible Action Regarding Approval of Directors' Expense Reports

STAFF RECOMMENDATION

None.

STAFF REPORT

This matter is at the discretion of the Board. Included herein for the Board's consideration are expense reports submitted since the last Board meeting.

FISCAL IMPACT: NA

POSSIBLE MOTION: At the discretion of the Board.

ATTACHMENTS: Expense Reports

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: **George Cardenas** Pay Period Ending: **March 26, 2023**

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
Jan. 27, 2023	Event Distribution System Tour 7:30-9:00am		\$	\$	\$	No	No	G
	Description of Public Benefit Understanding distribution system - Production wells (active and abandoned) and storage							
Feb. 2, 2023	Event Meeting with GM 2:00-2:30pm		\$	\$	\$	No	Yes	G
	Description of Public Benefit Review Board meeting agenda							
Feb. 2, 2023	Event Board Meeting - 6:30pm		\$	\$	\$	No	No	A
	Description of Public Benefit Zoom - partial participation - table item requested and granted							
Feb. 16, 2023	Event Meeting with GM - 2:30-3:30pm		\$	\$	\$	No	Yes	G
	Description of Public Benefit Review Board meeting agenda							
Feb. 16, 2023	Event Board meeting - 6:30pm		\$	\$	\$	Yes	No	A
	Description of Public Benefit discuss and take action on agenda items / colsed session							
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
		\$ 0.00	\$ 0	\$ 0	\$ 0	1	\$ 150	\$ 150

Signature: _____ Date: **March 25, 2023**

Expense Categories	
A: Public Meeting governed by Brown Act	
B: Public Event *	
C: Representation at Public Meeting/Event *	
D: Representation at 501C3 Board *	
E: Conference/seminar/Training Program related to District *	
F: Ad Hoc committee of the Board	
G: Meeting w/GM or Designee regarding District Operations	
H: Meeting w/auditors, attorney or consultant retained by District	
I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD	
J: Meeting w/organization with interests in matters involving functions or	
K: Meeting pre-approved by the Board of Directors	
* Written or verbal report required to be presented at the next Board meeting	
Mileage 65.5 c	

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: **George Cardenas** Pay Period Endng: **March 26, 2023**

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
Feb. 23, 2023	Event Nobel Systems Geoviewer Submit		\$	\$	\$	No	No	E
March 2, 2023	Description of Public Benefit Zoom participation - HCSD GIS and potential enhancements to existing application							
March 2, 2023	Event Meeting with GM		\$	\$	\$	No	Yes	G
March 2, 2023	Description of Public Benefit Review Board meeting agenda							
March 2, 2023	Event Board Meeting		\$	\$	\$	Yes	No	A
March 8, 2023	Description of Public Benefit discuss and take action on agenda items / closed session - 6:00-8:00pm							
March 8, 2023	Event Cyber Security Workshop		\$	\$	\$	No	No	E
March 16, 2023	Description of Public Benefit JCSD - Workshop #3 - Plan - security plan requirements (representative)							
March 16, 2023	Event Meeting with GM		\$	\$	\$	No	No	G
March 16, 2023	Description of Public Benefit Review Board meeting agenda (out of town - did not participate in Board meeting)							
		Total Miles	\$ 0.00	\$ 0	\$ 0	Total # of Compensable Meetings	1	Total
								\$150

Signature:  Date: **March 25, 2023**

Expense Categories	Mileage 65.5 c
A: Public Meeting governed by Brown Act	
B: Public Event *	
C: Representation at Public Meeting/Event *	
D: Representation at 501C3 Board *	
E: Conference/seminar/Training Program related to District *	
F: Ad Hoc committee of the Board	
G: Meeting w/GM or Designee regarding District Operations	
H: Meeting w/auditors, attorney or consultant retained by District	
I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD	
J: Meeting w/organization with interests in matters involving functions or	
K: Meeting pre-approved by the Board of Directors	
* Written or verbal report required to be presented at the next Board meeting	

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: Sandy Haas Pay Period Ending: 3/12/23

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
3/1	Meeting w/ Gov		\$		\$	Y		G
3/2	Agenda & other dist business		\$		\$	Y		A
3/7	Public & other Comm		\$		\$	Y		A
	Trusts, contracts, programs		\$		\$			
			\$		\$			
			\$		\$			
			\$		\$			
		Total Miles		Total Meals	Total Lodging	Total Other Expense	Total Compensable Meetings	
							400-	

Signature: Sandy Haas Date: 3-12-2023

- Expense Categories**
- A: Public Meeting governed by Brown Act
 - B: Public Event *
 - C: Representation at Public Meeting/Event *
 - D: Representation at 501 C3 Board *
 - E: Conference/seminar/Training Program related to District *
 - F: Ad Hoc committee of the Board
 - G: Meeting w/GM or Designee regarding District Operations
 - H: Meeting w/auditors, attorney or consultant retained by District
 - I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
 - J: Meeting w/organization with interests in matters involving functions or operations of the District
 - K: Meeting pre-approved by the Board of Directors
- * Written or verbal report required to be presented at the next Board meeting

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: Sammy Shaw Pay Period Ending: 3-26-2023

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
3-14	Meeting w/GM		\$	\$		Y	N	G
3-16	Agenda & other Dist. Business		\$	\$		Y	N	A
3-17	Meeting w/GM		\$	\$		Y	N	G
3-22	Re-Water at Bridge, Cash & gas, idg rest		\$	\$		Y	Y	G
	Meeting w/GM		\$	\$		Y	Y	G
	See dr. Constituent information included		\$	\$				
			\$	\$				
			\$	\$				
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total Compensable Meetings		
						600		

Signature: Sammy Shaw Date: 3-27-2023

Expense Categories
 G: Meeting w/GM or Designee regarding District Operations
 H: Meeting w/auditors, attorney or consultant retained by District
 I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
 J: Meeting w/organization with interests in matters involving functions or operations of the District
 K: Meeting pre-approved by the Board of Directors
 * Written or verbal report required to be presented at the next Board meeting

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: Annette Roper
 Pay Period Ending: 02/28/2023

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
01/19/2023	Event Description of Public Benefit		\$	\$	\$	Yes	No	A
01/27/2023	Event Description of Public Benefit		\$	\$	\$	Yes	No	G
02/01/2023	Event Description of Public Benefit		\$	\$	\$	No	No	G
02/02/23	Event Description of Public Benefit		\$	\$	\$	Yes	No	A
02/14/23	Event Description of Public Benefit		\$	\$	\$	No	Please Self	G
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
		\$ 0.00	\$ 0	\$ 0	\$ 0	3	\$ 450	\$ 450

Digitally signed by Annette M Roper
 Date: 2023.03.15 07:40:53 -07'00'

Signature: _____ Date: _____

Expense Categories

A: Public Meeting governed by Brown Act
 B: Public Event *
 C: Representation at Public Meeting/Event *
 D: Representation at 501 C3 Board *
 E: Conference/seminar/Training Program related to District *
 F: Ad Hoc committee of the Board

G: Meeting w/GM or Designee regarding District Operations
 H: Meeting w/auditors, attorney or consultant retained by District
 I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
 J: Meeting w/organization with interests in matters involving functions or
 K: Meeting pre-approved by the Board of Directors
 * Written or verbal report required to be presented at the next Board meeting
 Mileage 65.5 ¢

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: Annette Roper Pay Period Ending: 02/28/2023

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
02/16/23	Event HCSD Board Meeting		\$	\$	\$	Yes	No	A
	Description of Public Benefit							
02/27/23	Event Meet with GM		\$	\$	\$	No	Please Selk	G
	Description of Public Benefit							
	Preview upcoming agenda items							
	Event		\$	\$	\$	Please Select	Please Selk	
	Description of Public Benefit							
	Event		\$	\$	\$	Please Select	Please Selk	
	Description of Public Benefit							
	Event		\$	\$	\$	Please Select	Please Selk	
	Description of Public Benefit							
		Total Miles	\$ 0.00	\$ 0	\$ 0	Total # of Compensable Meetings	Meeting Total	Total
				\$ 0	\$ 0	1	\$ 150	\$ 150

Digitally signed by Annette M Roper
Date: 2023.03.15 07:44:34 -07'00'

Signature _____ Date _____

Expense Categories	Total
A: Public Meeting governed by Brown Act	
B: Public Event *	
C: Representation at Public Meeting/Event *	
D: Representation at 501 C3 Board *	
E: Conference/seminar/Training Program related to District *	
F: Ad Hoc committee of the Board	
G: Meeting w/GM or Designee regarding District Operations	
H: Meeting w/auditors, attorney or consultant retained by District	
I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD	
J: Meeting w/organization with interests in matters involving functions or	
K: Meeting pre-approved by the Board of Directors	
* Written or verbal report required to be presented at the next Board meeting	
Mileage 65.5 ¢	

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER
 Name: **HENRY SALLER** Pay Period Ending: **4/9/23**

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
3/2/23	Board Meeting		\$	\$	\$	Y		A
3/7/23	Public meeting governed by the Brown Act		\$	\$	\$	Y		A
3/8/23	Public meeting governed by the Brown Act		\$	\$	\$	Y		B
3/14/23	Meeting with GM		\$	\$	\$	Y		G
3/15	Meeting regarding district business/ops.		\$	\$	\$	Y		B

Signature: *Henry Saller* Date: **3/30/23**

Expense Categories	Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
A: Public Meeting governed by Brown Act		\$	\$	\$		\$	\$
B: Public Event *		\$	\$	\$		\$	\$
C: Representation at Public Meeting/Event *		\$	\$	\$		\$	\$
D: Representation at 501C3 Board *		\$	\$	\$		\$	\$
E: Conference/seminar/Training Program related to District *		\$	\$	\$		\$	\$
F: Ad Hoc committee of the Board		\$	\$	\$		\$	\$
* Written or verbal report required to be presented at the next Board meeting							Mileage 65.5 ¢



Helendale Community Services District

Date: April 6, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #6
Discussion Only Regarding Review of Ordinance 2022-02: An Ordinance of the Helendale Community Services District Setting Compensation for Its Board of Directors

STAFF RECOMMENDATION:

None

STAFF REPORT:

As part of the budget preparation, the Board has a process in place whereby it may consider an increase in the stipend for a day of service. Currently the amount is \$150 and was adopted on April 7, 2022. In 2019, the amount was increased to \$135.50 per day of service. Prior to 2019, the amount was \$100 per meeting day since the District began in 2006.

The number of meetings for which compensation can be paid has increased from six meetings per month to a maximum of 10 meetings per month as allowed under the water code. The number of meetings is established within the document that sets Board compensation (Ordinance 2022-02 attached). This is separate from the resolution that outlines the policies for compensation and reimbursement (Resolution 2023-08).

If the Board is interested in increasing the compensation up to the maximum of 5% increase allowed per year, Staff would receive such direction and schedule the public hearing and publication of the required public notice in the newspaper accordingly.

FISCAL IMPACT: To be determined.

Possible Motion: None

ATTACHMENTS: Ordinance 2022-02: An ordinance setting compensation for the Board
Resolution 2023-08: Policies for compensation, reimbursement and ethics training

ORDINANCE NO. 2022-02

**AN ORDINANCE OF THE
HELENDALE COMMUNITY SERVICES DISTRICT
SETTING COMPENSATION FOR ITS BOARD OF DIRECTORS**

WHEREAS, the Board of Directors of the Helendale Community Services District (“the District”) finds as follows:

A. Pursuant to Ordinance No. 2019-02 adopted by the District’s Board of Directors (“the Board”) on or about August 15, 2019, each member of the Board is currently entitled to receive compensation in the amount of \$137.50 for each day of service rendered on behalf of the District, not exceeding a total of ten (10) compensable days in any calendar month.

B. Pursuant to Water Code Section 20202, the rate of such compensation may be increased by an amount not to exceed five percent (5%) for each calendar year following the operative date of the last adjustment.

C. The Board has not made any adjustment in the amount of compensation paid to a director since its adoption of Ordinance No. 2019-02.

THEREFORE, THE BOARD OF DIRECTORS of the District does hereby adopt and ordain as follows:

1. Each Board member of the District shall be entitled to receive compensation in the amount of \$150.00 for each day of service (as that term is defined in Section 1.2 of Resolution No. 2022-04 as may be amended from time to time) rendered on behalf of the District, not exceeding a total of ten (10) days in any calendar month, after the effective date of this Ordinance.

2. Compensation shall be paid to a director in accordance with Section 1.3 of Resolution No. 2022-04 (as may be amended from time to time).

3. This Ordinance shall take effect on July 1, 2022.

ADOPTED this 7th day of April, 2022.

ROLL CALL:

Ayes: 5

Noes: 0

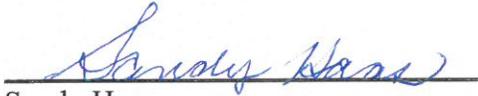
Abstain: 0

Absent: 0



Tim Smith
President, Board of Directors

ATTEST:



Sandy Haas
Secretary, Board of Directors



RESOLUTION NO. 2023-08

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
HELENDALE COMMUNITY SERVICES DISTRICT ESTABLISHING POLICIES FOR ITS
COMPENSATION, REIMBURSEMENT, AND ETHICS TRAINING**

WHEREAS, the Board of Directors of the Helendale Community Services District finds as follows:

A. The Helendale Community Services District (the District) is a community services district organized and operating pursuant to California Government Code Section 61000 et seq.

B. The District is governed by an elected Board of Directors (the Board) whose activities are subject to the requirements of California law, including but not limited to the Local Government Sunshine Bill (AB 1234).

C. The purpose of this resolution is to ensure compliance with AB 1234 and to establish policies with respect to (1) Board member compensation, (2) Board member reimbursement, and (3) Board member ethics training.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS of the Helendale Community Services District as follows:

Section 1. **COMPENSATION.**

1.1. **Amount.** The amount of Board member compensation by the District shall be determined in accordance with all applicable requirements of California law. Pursuant to said requirements, the Board shall set the amount of such compensation at a rate established by adoption of a separate ordinance or resolution.

1.2. **Day of Service.**

1.2.1. **Definition.** For purposes of determining eligibility for compensation of Board members pursuant to the ordinance or resolution referred to in Section 1.1 above, the term "day of service" is defined as follows, and Board member attendance, representation, and participation shall be deemed previously approved by the Board, pursuant to Government Code Section 61047(e):

- (a) Attendance at a meeting of the Board;

- (b) Participation at a meeting of a standing committee of the Board;
- (c) Attendance at a meeting of an ad hoc committee of the Board;
- (d) Attendance at a meeting with the District's General Manager / the General Manager's Delegate involving the operations of the District;
- (e) Attendance at a meeting with the District's auditors, attorneys, or other consultants involving matters for which the consultants have been retained by the District;
- (f) Attendance at a meeting of a local, state, or federal body with subject matter jurisdiction affecting the operations of the District;
- (g) Attendance at a meeting with a local, state, or federal representative concerning matters involving the operations of the District;
- (h) Participation in the following activities, provided that the Board member delivers a written or oral report to the Board regarding the member's participation at the next Board meeting outlining the purpose of the meeting and the benefit to the public following the event:
 - (1) A conference, seminar, or organized educational or training activity involving matters related to the functions and operations of the District; and
 - (2) A meeting of organizations or community members with interests in matters involving the function and operations of the District;
- (i) Representation of the District at the following events, provided that the Board member delivers a written or oral report to the Board regarding the member's representation at the next Board meeting following the event:
 - (1) A public meeting or a public hearing conducted by another public agency;
 - (2) A public benefit nonprofit corporation on whose board the District has membership;
- (j) Any occurrence that is listed in Exhibit "A" attached hereto and incorporated herein by this reference; and
- (k) All other occurrences for which the Board member has obtained prior approval from the Board to attend or participate on behalf of the District.

(I) Compensation for phone calls will be handled on a case-by-case basis. As a rule, phone calls do not constitute a meeting.

1.2.2. Daily Limitation. If a Board member attends or participates in multiple meetings in a single day, the Board member shall only be eligible for compensation for one meeting on that day.

1.3. Procedure. To receive compensation for a day of service within the scope of this Resolution, a Board member shall submit a payment request to the District's General Manager. Thereafter, the District's General Manager will issue payment to the Board member consistent with the District's regular payroll cycle and will include the payment request in the agenda materials for the next public meeting. At that meeting, the Board will review and approve or deny the payment request. Payments made by District staff prior to Board consideration of compensation requests are expressly subject to reconciliation following Board action thereon.

Section 2. REIMBURSEMENT.

Pursuant to Government Code Section 61047(c), the District shall reimburse Board members for their actual and necessary traveling and incidental expenses incurred while on official business as provided herein.

2.1. Qualifying Events. Pursuant to Government Code Section 53232.2(b), the types of occurrences that qualify a Board member to receive reimbursement of eligible expenses set forth in Section 2.2 below shall be any occurrence that is listed in Section 1.2.1 of this Resolution.

2.2. Eligible Expenses. Expenses eligible for reimbursement shall be limited to (1) registration or tuition costs, or other charges for participation at the meeting; (2) transportation to and from the meeting, including airfare, car rental, or mileage for use of a Board member's own automobile, and other miscellaneous transportation costs (shuttle, taxi, parking, etc.); (3) lodging at the single-room rate; and (4) costs of meals as set forth in Section 2.3.4.

2.3. Rates.

2.3.1. Registration, Tuition, and Meeting Charges. The District reimbursement rate for registration or other charges for participation at a meeting shall be the actual amount incurred, not to exceed the maximum rate published by the conference or activity sponsor for timely registration after applying all applicable deductions for any available discounts.

2.3.2. Transportation.

(a) Members of the Board must use government and group rates offered by a provider of transportation services for travel when available. If such rates are not available, the District reimbursement rate for Board member transportation shall be the actual amount incurred, not to exceed the cost of round-trip coach airfare.

(b) The District reimbursement rate for mileage by use of a Board member's own vehicle shall be calculated on the basis of total miles driven for District purposes at the rate specified in the Internal Revenue Code in effect at the time of the vehicle usage.

(c) The District reimbursement rate for vehicle parking by a Board member shall be the actual amount incurred.

2.3.3. Lodging. Members of the Board must use government and group rates offered by a provider of lodging services when available. If the lodging is in connection with an accepted conference or organized educational activity, lodging costs must not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of the Board at the time of booking. If a government or group rate is not available, the District reimbursement rate for Board member lodging shall be the actual amount incurred, not to exceed the rate for comparable lodging.

2.3.4. Meals. The District reimbursement rate for Board member meals shall be the actual amount incurred, not to exceed the applicable Internal Revenue Service rates for reimbursement as established in Publication 463 or any successor publication, or \$100.00, whichever is less, for each day of service outside the District's boundaries.

2.3.5. Other. District reimbursement of all other actual and necessary expenses incurred by a Board member shall be computed using the applicable Internal Revenue Service rates for reimbursement as established in Publication 463, or any successor publication. All expenses that do not fall within this reimbursement policy or the Internal Revenue Service reimbursable rates, as provided above, shall be approved by the Board in a public meeting before the expense is incurred.

2.4. Budget Limits. The maximum amount of District-paid expenses that each Board member may annually incur without separate prior Board approval is \$2,000 each fiscal year.

2.5. **Ineligible Expenses.** Board members shall not be eligible for District reimbursement of any expenses incurred by any person traveling or attending a meeting as a guest of the Board member. No Board member shall be eligible for District reimbursement of any expenses for personal services not related to District business.

2.6. **Expense Forms.** The District shall provide expense report forms to be filed by the members of the Board for reimbursement for actual and necessary eligible expenses incurred on behalf of the District in the performance of official duties. The expense reports shall document that said expenses meet the policy reflected in this Resolution for expenditure of public resources. Board members shall submit such expense reports to the District's General Manager, and the reports shall be accompanied by the receipts documenting each expense. Thereafter, the District's General Manager will issue payment to the Board member in the amount requested in the expense report consistent with the District's regular payroll cycle and will include the reimbursement request in the agenda materials for the next public meeting. At that meeting, the Board will review and approve or deny the reimbursement request. Payments made by District staff prior to Board consideration of expense reimbursement requests are expressly subject to reconciliation following Board action thereon. All documents related to reimbursable District expenditures are public records subject to disclosure under the California Public Records Act.

2.7. **Report.** Board members shall provide brief reports on meetings attended at the expense of the District at the next regular meeting of the Board.

Section 3. **ETHICS TRAINING.**

3.1. **Requirement.** Each local agency official of the District must receive training in ethics laws no later than one year from the first day of service with the District. Thereafter, each local agency official must receive such training at least once every two years.

3.2. **Application.**

3.2.1. **Local Agency Official.** As used in Section 3.1 of this Resolution, the term "local agency official" means all of the following:

- (a) All Board members; and
- (b) All executive staff of the District.

3.2.2. Ethics Laws. As used in Section 3.1 of this Resolution, the phrase “ethics laws” includes, but is not limited to, the following:

(a) Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws;

(b) Laws relating to claiming prerequisites of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies;

(c) Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws; and

(d) Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

3.3. District Responsibilities.

3.3.1. Records. The District shall maintain records indicating (a) the dates that local agency officials satisfied the requirements of Section 3 of this Resolution and (b) the entity that provided the training. The District shall maintain these records for at least five years after local agency officials receive the training. These records are public records subject to disclosure under the California Public Records Act.

3.3.2. Notice. The District is required to provide information on training available to meet the requirements of Section 3 of this Resolution to its local agency officials at least once annually.

Section 4. REVIEW OF RESOLUTION ON ANNUAL BASIS.

Each year the Board shall review this Resolution to determine its effectiveness and the necessity for its continued operation. The District’s General Manager shall report to the Board on the operation of this Resolution, and make any recommendations deemed appropriate, including proposals to amend the Resolution. Upon conclusion of its review, the Board may take

any action it deems appropriate concerning this Resolution. Nothing herein shall preclude the Board from taking action on the Resolution at times other than upon conclusion of the annual review.

Section 5. **SEVERABILITY.**

If any provision of this Resolution or the application thereof to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 6. **EFFECTIVE DATE.**

This Resolution supersedes Resolution No. 2022-12 adopted by the Board on June 16, 2022, and shall take effect immediately upon its adoption.

ADOPTED this 16th day of February 2023

AYES:

NOES:

ABSTAIN:

ABSENT:

Henry Spiller, President

ATTEST:

Sandy Haas, Secretary

Exhibit "A"

This list is to be used as examples of meetings outlined under Section 1.2.1 and is subject to change at the discretion of the Board.

Brown Act Meetings
Regular and Special Board Meetings

Representation at a public hearing or public meeting of another government agency
Mojave Water Agency
Watermaster
San Bernardino County
LAFCO
Various City Councils
VWRA

Meeting with a representative from County, State, or Federal Government
Elected officials or representatives

Ad hoc committees of the Board
Park and Rec Committee
Recycled Water Committee

Meeting with District Consultants
Attorney, Engineer, Auditor, etc.

Meetings of County, Special District or LAFCO
Tri-Communities Special District Luncheon
Association of San Bernardino County Special Districts (ASBCSD)

Representation of the District on a non-profit Board
Chamber of Commerce
Homeowners Association

Training or education involving matters related to the functions and operations of the District
Board member training through CSDA

Farmers Market

Mojave Water Agency Tours

Concerts-in-the-Park if carrying out a function or helping with the event



Helendale Community Services District

Date: April 6, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #7
Discussion and Possible Action Regarding Adoption of the Table of Organization

STAFF RECOMMENDATION:

Staff requests approval

STAFF REPORT:

Statutory and regulatory requirements from CalPERS outline that the pay schedules for District Staff be publicly available and adopted in a separate action duly noticed according to the Brown Act. Attached for the Board's consideration are the current ranges and series that meet the specific requirements. The "Table of Organization" includes all ranges, starting pay and top pay for each position, the number of Full-Time Equivalents (FTE's) for each title and the range for each position. The adopted Table of Organization and Organization Chart are incorporated into the budget document and will also be posted on the District's website. The District endeavors to have complete transparency related to salaries and related staffing.

The Table of Organization for FY2024 reflects a 8% cost of living adjustment (COLA) approved by the Board at the March 2, 2023, regular board meeting that will become effective on July 1, 2023 for the 2024 Fiscal Year (July 1, 2023 through June 30, 2024). The cost of living adjustment is intended to keep staff salaries in line with inflationary factors included in the Consumer Price Index for the new Riverside-San Bernardino market area. Prior to 2019, the District used the Los Angeles, Orange County index until this new, more applicable index was created.

MODIFICATIONS:

The proposed Table of Organization and Organizational Chart show some modifications in FTE's related to anticipated promotions during the course of the year related to job performance and achievement of certification levels and new/modified positions. The changes represent an increase in .5 Full-Time Equivalents (FTE), or 1040 hours per year. Following are some particular modifications:

Wastewater: It is anticipated this year that the current Wastewater Operator I will test and qualify for the Wastewater Operator II certification level. In addition, Wastewater is requesting a new position for a level I operator. The maintenance requirements of the plant and the collection system justifies the request for an additional staff member.

Parks: In November 2022, the Board approved the addition of a Program Assistant charged 50% to Admin, 30% to Parks and 20% to Solid Waste. This multi-support position is working out better than anticipated in relieving some of the Program Coordinator/Park Supervisor's workload as well as providing support for other District functions. Staff is proposing a reorganization of the remaining park staff. The District will recruit for a Maintenance Worker to fill an existing vacancy from Maintenance Worker I through Maintenance Worker III. In the event the recruitment attracts a higher skilled candidate, the range will allow adequate compensation. The second Maintenance Worker position in Parks would be reduced to 25% of the time charged to the Parks budget and the balance to water as outlined below.

Water: The existing Maintenance Worker I in the Parks Department would be reassigned to the Water Department and provide support for maintenance work under the oversight of a certified Water System Operator. In the past two years the District has fallen behind in valve and hydrant maintenance. In addition, the continuing work on meter installation and maintenance would benefit from the additional support. For the past two years, the Water department has had several valves that needed to be changed, however, staffing has limited the ability to complete this scope of work. The part-time Mechanic position will be eliminated which will provide a budgetary savings of approximately \$43,000 per year. This expense was shared primarily between Water (\$18,500) and Wastewater (\$17,243) with modest contribution from the other departments.

Solid Waste: For the current Fiscal Year 30% of the Recycling Center Supervisor wages only was charged to the Recycling Fund. Staff is proposing that 50% of the Supervisor's costs is charged to that fund reducing the burden on the struggling solid waste fund. Currently there are 1.90 FTE's charged to that account with the addition of the new Program Assistant position at 20% (MW I at 100% and Recycling Center Supervisor at 70%).

Recycling Center: Move the Recycling Center Supervisor Title from Range 18 to Range 20. This does not result in an increase in pay as the incumbent is already within the range but rather provides and appropriate spread between the MWI that the position supervises.

BACKGROUND:

Failure to follow the CalPERS requirements could (and has had) a negative impact to retirement pay calculations of employees in the PERS system. It is required for employers to follow the specific criteria outlined in California Code of Regulations, section 570.5. These requirements were reiterated in CalPERS Circular Letter 200-003-20 (attached). There are eight requirements that must be met to satisfy the criteria.

- Approved and adopted by the Board in a duly agendized meeting
- Identify position title for every employee
- Show payrate as a single amount or multiple amounts for each position
- Indicate the time base (i.e. hourly, etc.)
- Make it available for the public via posting in office, website or make available upon request
- Must include an effective date

- Retain for five years and have available for public review for that duration.
- Does not reference another document (i.e. contract) instead of disclosing the payrate

If these requirements are not met then the CalPERS “Board in its sole discretion, may determine an amount that will be considered to be payrate” for the perspective retiree.

FISCAL IMPACT: As outlined in the Budget

REQUESTED ACTION: Adopt the Employee Pay Schedule for FY 2024

ATTACHMENTS: Proposed Table of Organization FY 2024
Proposed Organizational Chart for FY2024
CalPERS Circular Letter 200-003-20

**Helendale Community Services District
Table of Organization FY 2024
Pay Schedule for FY2024
Effective 7/1/2023 through 6/30/2024**

Title	Range	Annually		Monthly		Per Pay Period		Hourly		FTE
		Min	Max	Min	Max	Min	Max	Min	Max	
Rec Leader	9							\$ 17.84	\$ 22.27	0.08
MWI	16	\$ 44,097	\$ 55,072	\$ 3,675	\$ 4,589	\$ 1,696.05	\$ 2,118.14	\$ 21.20	\$ 26.48	0.25
MWIII	19	\$ 52,418	\$ 65,463	\$ 4,368	\$ 5,455	\$ 2,016.07	\$ 2,517.80	\$ 25.20	\$ 31.47	1

Modified
Revised

Water	Range	Min	Max	Min	Max	Min	Max	Min	Max	FTE
MWI	16	\$ 44,097	\$ 55,072	\$ 3,675	\$ 4,589	\$ 1,696.05	\$ 2,118.14	\$ 21.20	\$ 26.48	0.75
WSO I	28	\$ 59,306	\$ 74,065	\$ 4,942	\$ 6,172	\$ 2,281.00	\$ 2,848.66	\$ 28.51	\$ 35.61	1
WSO II	32	\$ 65,463	\$ 81,754	\$ 5,455	\$ 6,813	\$ 2,517.80	\$ 3,144.39	\$ 31.47	\$ 39.30	1
WSOIII	36	\$ 72,259	\$ 90,241	\$ 6,022	\$ 7,520	\$ 2,779.18	\$ 3,470.81	\$ 34.74	\$ 43.39	1
WOM	55	\$ 115,516	\$ 144,264	\$ 9,626	\$ 12,022	\$ 4,442.93	\$ 5,548.62	\$ 55.54	\$ 69.36	1

New

Wastewater	Range	Min	Max	Min	Max	Min	Max	Min	Max	FTE
TPO I	28	\$ 59,306	\$ 74,065	\$ 4,942	\$ 6,172	\$ 2,281.00	\$ 2,848.66	\$ 28.51	\$ 35.61	1
TPO II	32	\$ 65,463	\$ 81,754	\$ 5,455	\$ 6,813	\$ 2,517.80	\$ 3,144.39	\$ 31.47	\$ 39.30	1
TPO III	36	\$ 72,259	\$ 90,241	\$ 6,022	\$ 7,520	\$ 2,779.18	\$ 3,470.81	\$ 34.74	\$ 43.39	1
WWOM	55	\$ 115,516	\$ 144,264	\$ 9,626	\$ 12,022	\$ 4,442.93	\$ 5,548.62	\$ 55.54	\$ 69.36	1

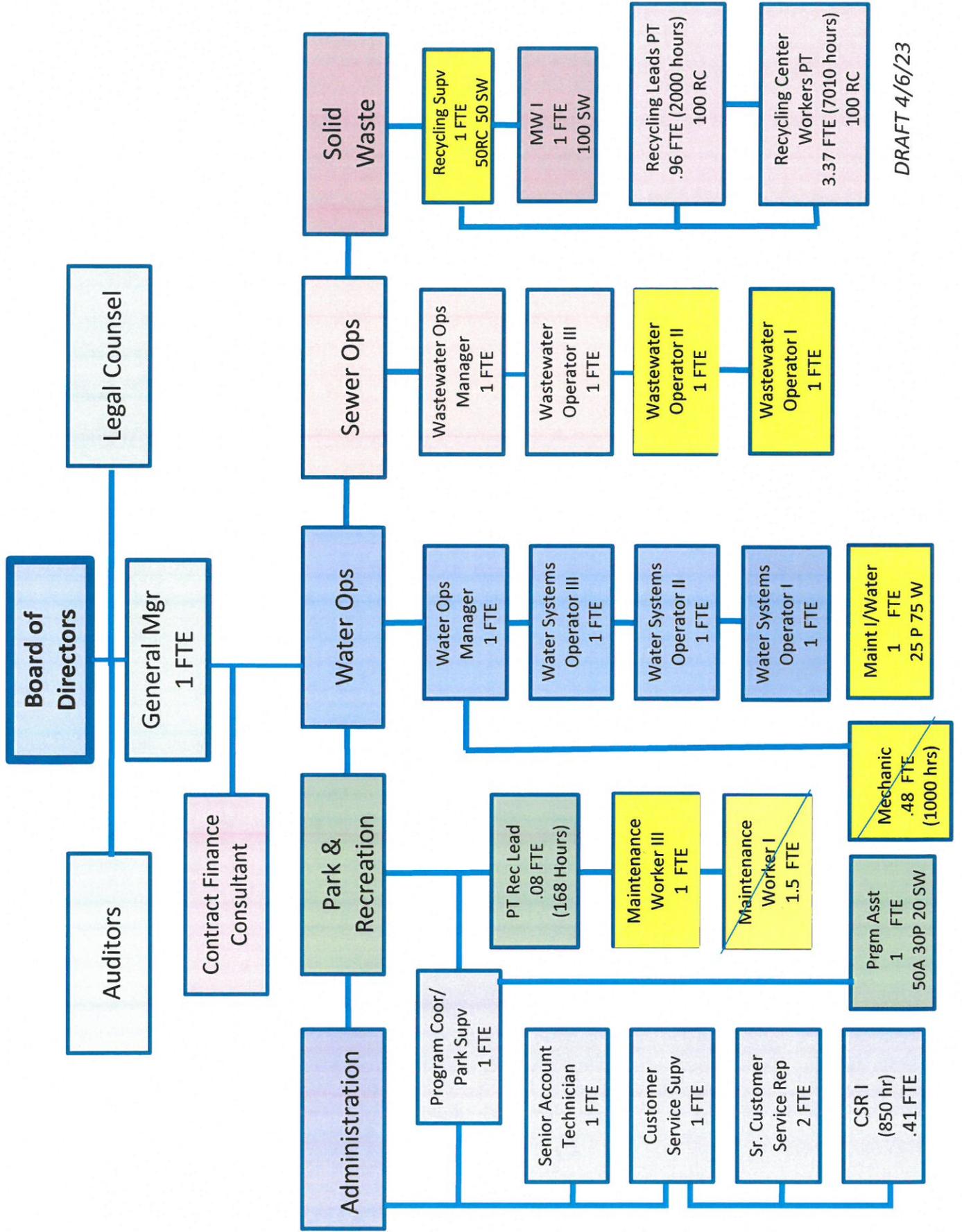
New

Solid Waste/Recy Cntr	Range	Min	Max	Min	Max	Min	Max	Min	Max	FTE
Recycling Center Worker-PT	5							\$ 15.50	\$ 20.18	3.37
Recycling Center Lead-PT	10							\$ 18.28	\$ 22.83	0.96
MW I	16	\$ 44,097	\$ 55,072	\$ 3,675	\$ 4,589	\$ 1,696.05	\$ 2,118.14	\$ 21.20	\$ 26.48	1
Recycling Center Supv	20	\$ 48,675	\$ 60,789	\$ 4,056	\$ 5,066	\$ 1,872.12	\$ 2,338.03	\$ 23.40	\$ 29.23	1

Change Range

Administration	Range	Min	Max	Min	Max	Min	Max	Min	Max	FTE
CSR I	15							\$ 20.68	\$ 25.83	0.35
Program Assistant	15	\$ 43,022	\$ 53,728	\$ 3,585	\$ 4,477	\$ 1,654.68	\$ 2,066.47	\$ 20.68	\$ 25.83	1
Sr. CSR	23	\$ 52,418	\$ 65,463	\$ 4,368	\$ 5,455	\$ 2,016.07	\$ 2,517.80	\$ 25.20	\$ 31.47	2
Sr. Acct Tech	29	\$ 60,789	\$ 75,917	\$ 5,066	\$ 6,326	\$ 2,338.03	\$ 2,919.87	\$ 29.23	\$ 36.50	1
CSR Supv	41	\$ 81,754	\$ 102,100	\$ 6,813	\$ 8,508	\$ 3,144.39	\$ 3,926.91	\$ 39.30	\$ 49.09	1
Program/ Park Supv	41	\$ 81,754	\$ 102,100	\$ 6,813	\$ 8,508	\$ 3,144.39	\$ 3,926.91	\$ 39.30	\$ 49.09	1
General Manager	80	\$ 214,161	\$ 267,457	\$ 17,847	\$ 22,288	\$ 8,236.95	\$ 10,286.82	\$ 102.96	\$ 128.59	1

Helendale Community Services District



DRAFT 4/6/23



California Public Employees' Retirement System
P.O. Box 942715 | Sacramento, CA 94229-2715
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442
www.calpers.ca.gov

Payroll

Circular Letter

January 8, 2020

Circular Letter: 200-003-20

Distribution: IV, VI, X, XII, XVI

To: All CalPERS Contracted Agencies (Public Agency, Schools, and State)
Subject: Statutory and Regulatory Requirements for Publicly Available Pay Schedules

Purpose

The purpose of this Circular Letter is to inform all CalPERS Contracted Agencies of the requirements for providing CalPERS with a Publicly Available Pay Schedule in compliance with the Public Employees' Retirement Law (PERL), Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR).

Purpose of Publicly Available Pay Schedules

Under the PERL and PEPRA, compensation earnable and pensionable compensation are determined in accordance with amounts identified on publicly available pay schedules.

Compensation Earnable

Under Government (Gov.) Code sections 20636 and 20636.1, compensation earnable means the pay rate and special compensation of the member, as further defined by those statutes.

Pay rate for contracting agency and school members is deemed the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. Pay rate for contracting agency and school members who are not in a group or class is deemed the monthly rate of pay or base pay of the member, paid in cash and pursuant to publicly available pay schedules, for services rendered on a full-time basis during normal working hours, subject to specified limitations.

Pay rate for state members is deemed the average monthly remuneration paid in cash out of funds paid by the employer to similarly situated members of the same group or class of employment, in payment for the member's services or for time during which the member is excused from work, as further specified by subdivision (g) of Gov. Code 20636, pursuant to publicly available pay schedules.

Pensionable Compensation

Pursuant to Gov. Code section 7522.34, pensionable compensation of a new member of any public retirement system means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules, subject to specified limitations.

Requirements of Publicly Available Pay Schedules

Subdivision (a) of CCR section 570.5 defines the requirements for a publicly available pay schedule used to determine pay rates.

Pay rates shall be limited to the amount listed on a pay schedule that must meet all the following eight (8) requirements:

1. Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws
2. Identify the position title for every employee position
3. Show the pay rate as a single amount or multiple amounts within a range for each identified position
4. Indicate the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually
5. Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's website
6. Indicate an effective date and date of any revisions
7. Is retained by the employer and available for public inspection for not less than five years
8. Does not reference another document in lieu of disclosing the pay rate

Here is an example of a compliant pay schedule, to the extent it has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws, it is posted on the employer's website, and it is retained by the employer and available for public inspection for not less than five years:

City of CalPERS						
Salary Schedule for Fiscal Year 17-18						
Effective as of 07/01/2017						
Classification	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	Monthly	\$10,500	\$11,000	\$11,500	\$12,000	\$12,500
City Counsel	Monthly	\$10,000	\$10,500	\$11,000	\$11,500	\$12,000
City Clerk	Monthly	\$5,500	\$6,000	\$6,500	\$7,000	\$7,500
Call Center Representative	Monthly	\$5,000	\$5,500	\$6,000	\$6,500	\$7,000
Analyst	Monthly	\$5,000	\$5,500	\$6,000	\$6,500	\$7,000
Assistant	Monthly	\$4,500	\$5,000	\$5,500	\$6,000	\$6,500
Revised as of 09/01/2017 and adopted by the Board as of 09/15/2017						

Special Compensation

Pursuant to CCR section 571 for classic members, and CCR section 571.1 for new members under PEPR, special compensation items are defined under an exclusive list. Each special compensation item shall be reported separately from pay rate, in accordance with the criteria described in those regulations. Therefore, a publicly available pay schedule in which the special compensation items are reflected in the pay rates does not comply with CCR section 570.5.

Absence of Publicly Available Pay Schedule

If an employer fails to meet the requirements of subdivision (a) of CCR section 570.5, under subdivision (b), the board may determine in its sole discretion an amount that will be considered as pay rate, taking into consideration all information it deems relevant including, but not limited to, the following:

- Documents approved by the employer's governing body in accordance with requirements of public meeting laws and maintained by the employer
- Last pay rate listed on a pay schedule that conforms to the requirements of subdivision (a) with the same employer for the position at issue
- Last pay rate for the member that is listed on a pay schedule that conforms with the requirements of subdivision (a) with the same employer for a different position
- Last pay rate for the member in a position that was held by the member and that is listed on a pay schedule that conforms to the requirements of subdivision (a) of a former CalPERS employer.

Importance of Publicly Available Pay Schedule

Publicly available pay schedules are required by CalPERS and are a critical component to verify all members' pay rates when calculating members' retirement benefits. Maintaining a compliant publicly available pay schedule will support transparency and expedite CalPERS' review process.

Failure to provide CalPERS with a compliant publicly available pay schedule may result in a retirement benefit being delayed.

Questions

It is the employer's responsibility to comply with all terms and conditions set forth in the employer's contract with CalPERS and to ensure all reportable information is compliant with the PERL, PEPPRA, and the CCR.

If you have any questions or concerns, contact the CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**), or email MOU_Review@calpers.ca.gov.

Renee Ostrander, Chief
Employer Account Management Division



Helendale Community Services District

Date: April 6, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #8
Discussion and Possible Action Regarding Request to Declare as Surplus Various District-Owned Equipment.

STAFF RECOMMENDATION:

Staff requests approval from the Board.

STAFF REPORT:

In 2008, the Board approved a policy for the disposal of District-owned assets which outlines the process to be followed when equipment and vehicles have exceeded their useful life or are not longer needed by the District. Typically, the District uses equipment until the asset's repair costs exceeds its usability and then parts it for surplus at a later date. The Equipment Salvage Policy is attached for the Board's review. When there are several items to be surplus, the matter is then agendized for Board consideration. The last time items were surplus was 9/6/2018 and again on 5/6/21.

A spreadsheet is included in this staff report that outlines all pertinent data on the vehicle including license, VIN, purchase cost, etc. If approved by the Board, Staff will seek to liquidate the items in a manner to garner the highest value to the District as outlined in Section 4A(3) of the policy. This may include utilizing an auction service, social marketing site such as Craigs List, or salvaging. Staff would recommend the Shopsmith and Tapmate be liquidated through the Thrift Store. The 12" Concrete Saw should be discarded through the Recycling center waste outlet.

FISCAL IMPACT: NA

POSSIBLE MOTION: None

ATTACHMENTS: Vehicle and Equipment Inventory List for Disposal
Surplus Equipment and Salvage Policy and Procedures

Helendale Community Services District Vehicle and Equipment Inventory

2017-18

(New Equipment in BOLD)

Year	Make	Description		License #	GVMR	Serial Number	Value Purchase	Life (Years)	Salvage Value	Depreciable Value	Annual Depreciation	Monthly Depreciation	Vendor
		Model											
2005	Ford	Explorer 4X4 Sport Utility Vehicle		1209403		1FMEU72E46UA15576	19,163.00	10	2,000.00	17,163.00	1,716.30	143.03	STLMT
2003	Chevrolet	3500 Utility Service Truck		1323461	10,000	1GBIC34V93-E316776	7,227.00	7	500.00	6,727.00	961.00	80.08	HDU Ck#8680
2008	ford	F550 Vactor Truck		1279011	10,010	1FD5F57R78ED73407	40,000.00	10	2,500.00	37,500.00	3,750.00	312.50	Twain/Harte
1999	Ford	F350 Service Truck		1008880	5604	1FTSX3168XE865774	3,345.00	7	500.00	2,845.00	406.43	33.87	CSA
2007	Chevrolet	C3500 Service Truck		1429871	8440	1GBIC34U7E181474	15,300.00	7	2,000.00	13,300.00	1,900.00	158.33	Atlantis Auto
1988	Lee Boy	Motor Grader (Tonka Toy)				DW772BX519696	25,121.25	10	1,000.00	24,121.25	2,412.13	201.01	AUCTION09
	Olympian	Generator - OLY00000KNPF00341				119772/13	12,201.75	15	2,001.00	10,200.75	680.05	56.67	AUCTION09
	Shopsmith	Mark V Shop System # 5				021596	1,500.00	10	200.00	1,300.00	130.00	10.83	Prvt Prty
	Romac	Tapmate 2 (Up to 2" Taps)					500.00	5	50.00	450.00	90.00	7.50	Summit Piping
	Target	12" Concrete Saw with 16 hp Motor					1,000.00	5	-	1,000.00	200.00	16.67	Summit Piping

HELENDALE COMMUNITY SERVICES DISTRICT
Surplus Equipment and Salvage Policy and Procedures

Section 1. Purpose.

The purposes of this policy are to standardize the procedures for the disposal of surplus equipment, vehicles and salvage items of the Helendale Community Services District; and to set forth the duties and responsibilities of the General Manager and District staff in connection therewith.

Section 2. Definitions.

A) Inventorial Equipment – means District-owned free-standing equipment and vehicles with a useful life of more than two years and a purchase price of \$5,000 or more. Furnishings, computer equipment, portable radios and other electronics costing \$200 or more are inventoried for purposes of security and control and included in this category.

B) Inventorial Property – means any District-owned building, office, garage, facility, well, free-standing structure, water system, sewer system or exempt Surplus Land with recorded title, proof of purchase and ownership, letter of contribution, letter of transfer, or proof of self-construction and cost exceeding \$1.

C) Surplus Inventory – means any Inventorial Equipment that the District's Board of Directors has determined to be no longer necessary or useful to the District.

D) Salvage – means any District reclaimed or discarded equipment, material, furniture or supply which only has residual value as scrap.

Section 3. Applicability.

This policy shall apply to the disposal of Surplus Inventory and Salvage by the District.

Section 4. Disposal of Surplus Inventory.

A) Determination

1. The District Board of Directors shall, upon presentation of documentation from the General Manager, determine if Inventorial Equipment or Inventorial Property is Surplus Inventory. The documentation presented by the General Manager shall list the Inventorial Equipment or Inventorial Property sought to be declared Surplus Inventory and shall include license, VIN number or other identifying serial number or property identification number, address or physical location, assessor parcel number, estimated book or trade-in value and property description.

HELENDALE COMMUNITY SERVICES DISTRICT
Surplus Property and Salvage Policy and Procedures

B) Disposal of Inventorial Equipment

1. **Trade-in.** When the Surplus Inventory involves a vehicle or equipment to be used as trade-in for a newer vehicle or piece of equipment, the property title shall be signed by the General Manager at the time of transfer or after and remanded to the buyer. The trade-in value of the vehicle or equipment shall be recorded and the sold equipment record kept for five years. Only the District Board of Directors shall have the authority to determine if Inventorial Equipment determined to be Surplus Inventory may be used as trade-in.

2. **Disposal or Sale.** The sale of Inventorial Equipment determined to be Surplus Inventory shall be by the means determined to garner the greatest monetary value. This could include competitive bid, auction, E-Bay sale or advertisement in the local newspaper miscellaneous advertisements. If sold by competitive bid, the sale date, sale location, list of vehicles or equipment to be sold shall be advertised in a local paper and/or trade publication and posted at the District offices and facilities at least ten days before the sale date. Employees, their immediate family or relatives, members of the Board of Directors, and hired consultants are prohibited from bidding during this first process. Inventorial Equipment determined to be Surplus Inventory may be sold on E-bay after a minimum reserve amount has been established. In all circumstances, the bidder with the highest bid price shall be deemed the successful bidder.

a. If the advertised sale of Inventorial Equipment determined to be Surplus Inventory fails to generate a competitive bid, District employees may at this time submit sealed bids for any such items. The employee with the highest bid price shall be deemed the successful bidder.

b. If the offer of sale to employees fails to generate any bids, the Inventorial Equipment determined to be Surplus Inventory shall be sold for scrap or disposed of in a legal manner.

c. All sold or disposed Inventorial Equipment determined to be Surplus Inventory shall be removed from District property within 48 hours of the sale and title transfer unless otherwise agreed by the General Manager and successful bidder.

d. Proceeds of the sale of Inventorial Equipment determined to be Surplus Inventory shall be posted to each fund from which the surplus originated .

3. **Salvage.** If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property has no reasonable resale value, the General Manager may consider such property Salvage and proceed with the disposal thereof pursuant to Section 6 below.

4. **Donation.** If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property is obsolete with no reasonable resale or Salvage value, the General Manager may, upon prior approval of the District's Board of Directors, donate such property to another governmental agency or to a certified local non-profit organization that is eligible to receive such items from the District and which provides benefits to the constituents within the District's service area.

C). Disposal of Inventorial Property.

1. The District Board of Directors shall upon presentation of documentation from the General Manager determine if any Inventorial Property is Surplus Inventory. The Board

HELENDALE COMMUNITY SERVICES DISTRICT
Surplus Property and Salvage Policy and Procedures

shall provide guidance to the General Manager as to how to dispose of the property, whether by competitive bid, auction, demolition, scrap or trade or other such method as determined by the Board and General Manager.

2. The District's Board of Directors may authorize the General Manager to hire property consultants, real estate agents, appraisers, or other professional service providers, as necessary, to assist with the sale or disposal of Inventorial Property determined to be Surplus Inventory.

3. Proceeds from the sale of Inventorial Property determined to be Surplus Inventory shall be posted to the each fund from which the surplus originated, unless otherwise directed by the District Board of Directors.

Section 5. Disposal of Salvage.

A) Unless otherwise prohibited by law, the General Manager, from time to time, may authorize the sale of Salvage items. Salvage items determined to be surplus, may be sold to recycle centers, other agencies, private businesses, public or private organizations, or non-profit organizations.

B) Proceeds from the sale of Salvage items shall go to the employee benefit and morale fund to offset costs of employee morale and incentive programs to a maximum of \$1,000.00 per quarter or \$4,000.00 per fiscal year.

C) Funds received from the sale of Salvage items shall be posted to the Salvage and Scrap Sales account in the General Fund. Employee expenses paid shall be posted to the Employee Benefit and Morale Expense account. The balance remaining shall be kept in a separate spreadsheet and the balance and account activity reported to the General Manager on a monthly basis.

Section 6. Extent of Authorization.

A) The District Board of Directors and the General Manager, to the limited extent expressly set forth herein, are the only parties authorized to sell Surplus Inventory and Salvage. No other District employee shall sell or donate any District vehicles, equipment, furniture or material without the express written authorization of the Board of Directors.

B) Unauthorized removal, disposal, or expropriation of any District-owned Inventorial Equipment, regardless of estimated value, constitutes a breach of District policy and could be construed as misappropriation of public funds.



Helendale Community Services District

Date: April 6, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #9
Discussion and Possible Action Regarding Approval of Professional Services Agreement for Financial Support Services

STAFF RECOMMENDATION:

Staff requests approval of this item.

STAFF REPORT:

In 2020, the Board approved a contract with Eide-Bailly, LLP for Fiscal year 2021 in an amount not to exceed \$58,394. For FY22 and FY23, the Consultants submitted a contract amount of \$50,000 for the year based upon projected work. Due to the highly competitive market for accountants, the firm has increased its rates for the upcoming fiscal year, however, the District can offset the increase by having District Staff pick up more of the lower level functions and have Eide-Bailly provide review. The proposed cost of \$53,245 for FY24 services has increased by 9%. Staff is requesting the contract be rounded to \$55,000.

Eide-Bailly staff has been a valuable asset to the District's ability to manage its finances. They have provided significant support related to the audit, payroll, Pers compliance and other accounting procedures. The monthly financials reports helps keep the board apprised of the District's finances throughout the year. It has been a tremendous tool for public transparency.

If approved by the Board, Staff will prepare the contract documents for the continuation of the financial consulting services for the upcoming fiscal year.

FISCAL IMPACT: Up to \$55,000

POSSIBLE MOTION: Approve a professional services agreement with Eide Bailley for FY24 in the amount not to exceed \$55,000

ATTACHMENTS: Letter regarding increase in hourly rates
Draft Professional Services Agreement



March 31, 2023

Dr. Kimberly Cox
Helendale Community Services District
26540 Vista Road
Helendale, CA. 92342

Dear Dr. Cox,

It is with a heavy hearts that we must raise the Eide Bailly rates for FY 24. In the past two years in particular, the Special District's team billing rates have not kept up with demand, staff turnover and retention costs, and inflationary costs of the technology we use to provide our services. Additionally, the firm's fiscal year begins on May 1st, which is the start of new rates/salaries and benefits for our staff to retain them and remain competitive in the industry. All other clients will be starting each year with new rates effective May 1st to avoid the constant lag Eide Bailly has struggled with in keeping up with current level costs and ever-changing business dynamics. For Helendale CSD, for this year only, we offer to start the new rates effective July 1, 2023.

The accounting industry is extremely competitive right now - large CPA firms are openly and brazenly poaching staff from all levels from smaller firms. Although Eide Bailly is a national firm, we must pay our staff competitively, offer top of the line benefits, and create a positive work environment to retain existing staff and recruit new talent, a non-stop challenge across the industry as the new workforce does not consider accounting to be the "sexy" job that they want (go figure, we think accounting is fun, but we are in the minority).

In the past, I have unilaterally given a geographic region lower than Eide Bailly standard billing rates because of the dynamics of the region and my affinity for the desert. I am afraid I will no longer be able to price in that fashion. Additionally, in the past two years we have not raised rates to keep up with inflation and the double digit increases to staff compensation we are incurring to remain competitive.

Current Special District clients are paying the following rates, even though a few of my clients in the desert region, such as Helendale CSD, are not:

Cost of Services

Hourly Rates by Staff Level

Table with 2 columns: Staff Level, Hourly Rate. Rows include Partner (\$265), Senior Manager (\$230), Manager (\$210), Certified Payroll Professional (\$200), and Senior and Associate (\$175/145).

What inspires you, inspires us. | eidebailly.com

Rates for current clients shown above are expected to increase across the firm on May 1, 2023, the beginning of the Eide Bailly fiscal year.

For Helendale only, following are the FY 24 billings rates, which I can extend to start on July 1, 2024 (instead of May 1, 2023) for this year and hold them open through April 1, 2024. Primary personnel on Helendale CSD are Corey Mize, Dana Buschini, Scott Nelsen, Samantha Prall for payroll related items, and Cindy Byerrum.

5/1/2023		Effective 5/1/23-4/30/24	Premium
		FY 24 Rates	5%
		Standard Rates	PERS/Payroll
			Rates
Partner	Cindy Byerrum	\$ 285.00	\$ 299.25
Sr. Mgr	Ian Berg	\$ 230.00	\$ 241.50
Sr. Mgr	Kristi Even	\$ 230.00	\$ 241.50
Manager	Scott Nelsen	\$ 210.00	\$ 220.50
Manager	Samantha Prall	\$ 205.00	\$ 215.25
Sr. Acct	Devin Sinner	\$ 182.00	\$ 191.10
Sr. Acct	Nina Quiamboa	\$ 175.00	\$ 183.75
Sr. Acct	Daniela Uriarte	\$ 175.00	\$ 183.75
Staff	Dana Buschini	\$ 160.00	\$ 168.00
Staff	Corey Mize	\$ 145.00	\$ 152.25
Staff	Bianca Carillo	\$ 145.00	\$ 152.25

As always, we strive to become more and more efficient at what we do to be able to provide the same or better level of service at the lowest cost possible to the District. If it was just me and my team back in the Platinum Consulting Group days, we could offer a lower cost due to lower overhead and cost of doing business, particularly as it relates to increasing California labor regulations. That said, we will do our best to keep the costs low and operate in a highly efficient manner.

I understand the District has choices and may need to send this out to RFP to ensure the District is getting the best value for the services we provide. If you need any help in drafting the RFP please let me know.

Best regards,



Cindy Byerrum
 Partner, Government Advisory Services
 Eide Bailly

**AGREEMENT FOR SERVICES
BETWEEN
HELENDALE COMMUNITY SERVICES DISTRICT
AND
EIDE BAILLY LLP**

THIS AGREEMENT is made this 1st day of July, 2023 (hereinafter referred to as the “Effective Date”), by and between the HELENDALE COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”), and EIDE BAILLY LLP (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

RECITALS

WHEREAS, the DISTRICT desires to contract with CONSULTANT to provide financial and accounting consulting services for the DISTRICT (hereinafter referred to as “Project”); and

WHEREAS, CONSULTANT is willing to contract with the DISTRICT to provide such services for the Project; and

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, and CONSULTANT is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed herein; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONSULTANT to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the Parties hereto agree as follows:

**ARTICLE I
ENGAGEMENT OF CONSULTANT
AND AUTHORIZATION TO PROCEED**

1.1 **ENGAGEMENT:** The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform the Project services described in Section 2.1 of this Agreement for the term set forth in Section 5.1 of this Agreement.

1.2 **AUTHORIZATION TO PROCEED:** Authorization for CONSULTANT to proceed with all or a portion of the Project services described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both Parties sign the Agreement and all

applicable insurance documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work promptly upon receipt of the Notice to Proceed.

1.3 NO EMPLOYEE RELATIONSHIP: The Project services to be provided by CONSULTANT are outside the usual course of the DISTRICT's business. CONSULTANT shall perform the Project services provided for herein as an independent contractor, and not as an employee of the DISTRICT. CONSULTANT is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONSULTANT shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the DISTRICT may be required to make on behalf of CONSULTANT or any agent or employee of CONSULTANT for work performed under this Agreement.

ARTICLE II SERVICES OF CONSULTANT

2.1 SCOPE OF SERVICES: The Project services to be performed by the CONSULTANT under this Agreement are described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

2.2 [Intentionally omitted]

2.3 HOURS AND WORKING CONDITIONS: The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT; provided that the Parties acknowledge that this Agreement does not relate to a public works construction project. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours.

ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT

3.1 DUTIES OF THE DISTRICT: The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT's performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports,

information, and/or data so provided, although DISTRICT reasonably believes any financial information to be provided to CONSULTANT in connection with the services to be provided in connection with the Project is accurate. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT designates Kimberly Cox as the person to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the work, although such person will not control or direct CONSULTANT's work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

3.3 DUTIES OF CONSULTANT: CONSULTANT shall perform the Project work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, and timely completion, which standards shall also apply to all other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONSULTANT or its subcontractors. CONSULTANT's obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONSULTANT or its subcontractors as set forth above in this paragraph.

ARTICLE IV PAYMENTS TO CONSULTANT

4.1 PAYMENT: During the Term of this Agreement, the DISTRICT will pay CONSULTANT for services performed in accordance with the rates and estimated hours and costs set forth in the Scope of Work. The amounts set forth in the Scope of Work constitute the maximum compensation to which CONSULTANT may be entitled for the performance of services for the Project, unless this Agreement and/or the Scope of Work are changed in writing

by the DISTRICT in advance of the services to be performed hereunder. Adjustments in the payment amount shall only be allowed pursuant to Section 6.4 of this Agreement.

4.2 **PAYMENT TO CONSULTANT:** Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete and CONSULTANT's work product and services are provided and performed in compliance with the terms and conditions of this Agreement. CONSULTANT shall invoice DISTRICT monthly for services performed under this Agreement. In the event that a payment dispute arises between the Parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 **COST FOR REWORK:** CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's negligent act or omission or otherwise due substantially to CONSULTANT's fault.

ARTICLE V COMPLETION SCHEDULE

5.1 **TERM:** The Term of this Agreement shall begin on the Effective Date, and shall continue until June 30, 2024, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

5.2 **TIME OF ESSENCE:** CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner. Time is of the essence in this Agreement.

ARTICLE VI GENERAL PROVISIONS

6.1 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** CONSULTANT shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 **SUBCONTRACTORS AND OUTSIDE CONSULTANTS:** No subcontract shall be awarded by CONSULTANT unless prior written approval thereof is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subcontractors and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of

CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 INSURANCE: CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.
 - (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
 - (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
 - (4) Waiver of Subrogation: The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.
 - (5) Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the

- coverage afforded under the policies to the DISTRICT.
- (6) Deductible/Retention: If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, CONSULTANT shall be solely responsible for payment of any such deductible or self-insured retention.
 - (7) Sub-Contractors: CONSULTANT shall furnish separate certificates of insurance and policy endorsements for each sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to CONSULTANT under this Agreement.
- (c) Insurance Company Requirements: CONSULTANT shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) Workers' Compensation: CONSULTANT shall maintain Workers' Compensation insurance as required by law in the State of California to cover CONSULTANT's obligations as imposed by federal and state law having jurisdiction over CONSULTANT's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.
 - (2) General Liability: CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
 - (3) Automobile Liability: CONSULTANT shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
 - (4) Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.

- (5) Property Coverage – Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONSULTANT under this Agreement.

6.4 CHANGES: If the DISTRICT requests a change in the Scope of Work, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONSULTANT must assert any claim for adjustment under this clause in writing within the earlier of (i) thirty (30) calendar days after CONSULTANT becomes aware of the need for a change, or (ii) thirty (30) calendar days from the date of receipt from CONSULTANT of the notification of change, unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 NOTICES: All notices to either Party by the other shall be made in writing and delivered or mailed to such Party at their respective addresses as follows, or to other such address as either Party may designate, and said notices shall be deemed to have been made when personally delivered, delivered by nationally recognized overnight courier, or, if mailed, five (5) days after mailing.

To DISTRICT: Helendale Community Services District
26540 Vista Road, Suite B
P.O. Box 359
Helendale, CA 92342
Attn: General Manager

To CONSULTANT: Eide Bailly LLP
10681 Foothill Blvd., Ste. 300
Rancho Cucamonga, CA 91730-3831
Attn: Cindy Byerrum, Partner

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates Cindy Byerrum to have immediate responsibility for the performance of the work for the Project and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon written notice thereof to CONSULTANT; provided that DISTRICT shall provide CONSULTANT at least seven (7) days' written notice if the termination is without cause and shall provide CONSULTANT with written notice of any alleged breach of this Agreement and seven (7) days in which CONSULTANT may cure that alleged breach. CONSULTANT may terminate its obligation to provide further services under

this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.

- (b) In the event of termination of this Agreement, or abandonment of any portion of the Project by the DISTRICT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT based on the work CONSULTANT has completed through the date of termination. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement, except to the extent that CONSULTANT's hourly rates include any such profit relative to work completed prior to termination.

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONSULTANT brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either Party in relation thereto, the prevailing Party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both Parties mutually agree before, during, or after any such action or proceeding has begun.

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONSULTANT; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONSULTANT, any of CONSULTANT's subcontractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only to the extent such matters arise from the negligence or willful misconduct of the DISTRICT.

- (b) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.
- (c) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.
- (d) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.
- (e) DISTRICT shall defend, indemnify and hold CONSULTANT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by the DISTRICT of its obligations under this Agreement, or from the DISTRICT's negligence or willful misconduct in connection with the Project, excepting only to the extent such matters arise from the negligence or willful misconduct of the CONSULTANT.

6.10 SAFETY: CONSULTANT shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

- (a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the

safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.

- (b) To the extent required by law, CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to California Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with California Labor Code Section 6401.7 by promptly making a copy of its Injury and Illness Prevention Plan available to the DISTRICT upon request.

6.11 EXAMINATION OF RECORDS: All original reports, calculations, and other documents or electronic data developed by CONSULTANT for the Project shall be furnished to and become the property of the DISTRICT. CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement.

6.12 [Intentionally omitted]

6.13 INTEGRATION AND AMENDMENT: This Agreement contains the entire understanding between the DISTRICT and CONSULTANT as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the Parties hereto. Each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing signed by all Parties hereto.

6.14 ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without written consent of the other Party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.15 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both Parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same. In the event of a conflict between the provisions of this Agreement and the Scope of Work, the provisions of this Agreement shall control. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with jurisdiction in the County of San Bernardino, State of California.

6.16 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

6.17 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.18 EFFECT OF DISTRICT'S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

6.19 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CONSULTANT

DISTRICT

By: _____
Cindy Byerrum, Partner
Eide Bailly LLP

By: _____
Henry Spiller, President, Board of Directors
Helendale Community Services District

EXHIBIT A

SCOPE OF WORK

Helendale CSD

FY 24 Consulting Services Budget

Proposal Category	Description	Staff	Estimated Hours	Times	Budgeted Hours	Hourly Rate	Total Budget
Miscellaneous	Engagement Assistance/Advisement	Partner	10	1	10	\$ 285	\$ 2,850
Monthly Close	Review / Advisement	Partner	1.25	12	15	\$ 285	\$ 4,275
Audit Preparation	Review / Advisement	Partner	4	1	4	\$ 285	\$ 1,140
Meetings with Kimberly	Executive Updates	Partner	2	4	8	\$ 285	\$ 2,280
Audit Preparation	Preparation/Review	Manager	16	1	16	\$ 210	\$ 3,360
Monthly Close	Review / Advisement	Manager	2	12	24	\$ 210	\$ 5,040
1099 and W-2 Review/Assistance	Review / Advisement	Manager	10	1	10	\$ 210	\$ 2,100
Audit Preparation	Preparation, Review	Associate	50	1	50	\$ 160	\$ 8,000
GCC Report	Preparation/Review	Associate	2	1	2	\$ 160	\$ 320
Monthly Close	Preparation	Associate	12	12	144	\$ 160	\$ 23,040
Quarterly Payroll Filing Review	Review / Advisement	Manager	1	4	4	\$ 210	\$ 840
Total Estimate							\$ 53,245

Personnel Summary			
Personnel	Ttl Hours	Rate	\$
Partner	37	\$ 285	\$ 10,545
Sr Migr	-	\$ 230	
Manager	54	\$ 210	\$ 11,340
SA	-	\$ 175	
Associate	196	\$ 160	\$ 31,360
Total			\$ 53,245

Cindy Byerrum
Scott Nelsen
Dana Buschini

Through February 2023	\$ 41,679
Projected March	\$ 2,238
Projected April	\$ 1,501
Projected May	\$ 2,176
Projected June	\$ 1,355
Total FY 23	\$ 48,949

Increase in FY 24 \$ 4,296
% Increase 9%

AMOUNT NOT TO EXCEED \$55,000



Helendale Community Services District

Date: April 6, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #10
Discussion and Possible Action Regarding Approval of Change Order #4 for
Maintenance Building Drawings

STAFF RECOMMENDATION:

Staff requests approval of this item.

STAFF REPORT:

The completion of the maintenance buildings has been languishing for several months due to supply chain issues. There was a delay of three months due to the availability and installation of the fire alarm panel. When that scope of work was completed and County came out for final inspection and there was an issue with the approval based upon the additional work that had been completed. County Fire determined they will not final the building shell until they have received additional approved drawings for the interior office improvements. In discussion with the building contractor over the past couple of months, it was determined that they would be able to complete the additional engineering drawings that have been requested by County Fire. The amount of the Change Order #4 is \$15,000.

Staff will provide a review of building construction at the Board meeting.

FISCAL IMPACT: \$15,000

POSSIBLE MOTION: Approve Change Order #4 in the amount of \$15,000

ATTACHMENTS: Proposed Change Order requested by the District.



MWC GROUP, INC.

4037 PHELAN RD. STE# A145, PHELAN, CA 92371

PHONE (760) 563-2017

FAX: (760) 418-4658

03/02/2023

Kimberly Cox
Helendale CSD

26540 Vista R.

Helendale, CA 92342

Phone: 760-951-0006

Email: KCox@helendalecsd.org

MWC Group, Inc. proposes to bid on the following items for Helendale CSD TI Improvements as follows.

Phase #1: Tenant Improvement Drawings

Provide design drawings for the tenant improvement phase of the Helendale CSD as follows:

- Floor plan
- Reflected Ceiling plan
- Framing plan
- Electrical
- Plumbing
- Title 24

Drawing lead time will take approximately 4-6 weeks. The pricing above includes the design costs for both the Water and Wastewater buildings. Upon completion, MWC Group will submit plans to Building & Safety for approvals. The pricing above includes all plan check responses (permit fees not included, to be reimbursed with regular invoicing).

Result: \$15,000

MWC group proposes to exclude any bathroom accessories (phase 2), painting (phase 2), plumbing and/or fixtures (phase 2), electrical and/or fixtures (phase 2), signage (phase 2), cove base (phase 2), low voltage (rough or finish), casework, windows, flooring or concrete sealing, exterior finish over plywood, fire rated assemblies, fire sprinklers, fire extinguishers, HVAC, saw cutting concrete and/or concrete demo, wood framing, stairs, guard railing, stucco, solar, permits and/or fees, and any item not listed above.

Any questions with the above scope of work should be directed to Robert Masseth (PH: 760-701-0254, Fax: 760-418-4658, Email: Robert.Masseth@mwgroup.net). In addition, MWC is interested in bidding on your future projects; we have in-house engineers, detailed project managers, and can provide a wide range of construction services from providing pre-engineered buildings to constructing structures with virtually any architectural finish (engineering, drafting, fabrication and/or erection).

Respectfully,