



# BOARD OF DIRECTORS MEETING AGENDA

**October 12, 2021 SPECIAL Meeting  
7:00 p.m.**

Join Zoom Meeting

<https://sweetwaterspringswaterdistrict.my.webex.com/sweetwaterspringswaterdistrict.my/j.php?MTID=mdd0dec1d6ecbe53d4e67afd116eb1556>

Meeting ID: 2557 260 3849

Passcode: mFPfAFRM376

OR

Join by phone: 1-415-655-0001 US Toll

Access Code: 2557 260 3849

Password: 63732376

***All guests that join the virtual meeting will be muted with their camera/ video turned off. Guest(s) will be unmuted and video turned on when they are speaking. Proper decorum including appearance is required.***

NOTICE TO PERSONS WITH DISABILITIES: It is the policy of the Sweetwater Springs Water District to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request made at least 48 hours in advance of the need for assistance, this Agenda will be made available in appropriate alternative formats to persons with disabilities. This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).

Any person who has any questions concerning any agenda item may call the General Manager or Assistant Clerk of the Board to make inquiry concerning the nature of the item described on the agenda; copies of staff reports or other written documentation for each item of business are on file in the District Office and available for public inspection. All items listed are for Board discussion and action except for public comment items. In accordance with Section 5020.40 et seq. of the District Policies & Procedures, each speaker should limit their comments on any Agenda item to five (5) minutes or less. A maximum of twenty (20) minutes of public comment is allowed for each subject matter on the Agenda unless the Board President allows additional time.

## I. CALL TO ORDER ***(Est. time: 2 min.)***

- A. Board members Present
- B. Board members Absent
- C. Others in Attendance

II. PUBLIC COMMENT: The District invites public participation regarding the affairs of the District. This time is made available for members of the public to address the Board regarding matters which do not appear on the Agenda, but are related to business of the District. Pursuant to the Brown Act, however, the Board of Directors may not conduct discussions or take action on items presented under public comment. Board members may ask questions of a speaker for purposes of clarification.

III. ADMINISTRATIVE

- A. Discussion/Action re Resolution 21-18, AB 361 Covid Virtual Meeting Extension Approval
- B. Discussion/Action re Resolution 21-19, Human Resources Consultant Contract Approval
- C. Discussion/Action re Resolution 21-17, Amended Meter Reading Contract Approval

IV. CLOSED SESSION

- A. Pursuant to Gov. Code Section 54957(b)(1)-PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: All Employees
- B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: one case

ADJOURN

## **Sweetwater Springs Water District Mission and Goals**

The mission of the Sweetwater Springs Water District (SSWD) is to provide its customers with quality water and service in an open, accountable, and cost-effective manner and to manage District resources for the benefit of the community and environment. The District provides water distribution and maintenance services to five townships adjacent to the Russian River:

- Guerneville
- Rio Nido
- Guernewood Park
- Villa Grande
- Monte Rio

**GOAL 1: IMPLEMENT SOUND FINANCIAL PRACTICES TO ENSURE EFFECTIVE UTILIZATION OF DISTRICT RESOURCES**

**GOAL 2: PROVIDE RELIABLE AND HIGH QUALITY POTABLE WATER WITH FACILITIES THAT ARE PROPERLY CONSTRUCTED, MANAGED AND MAINTAINED TO ASSURE SYSTEM RELIABILITY**

**GOAL 3: HAVE UPDATED EMERGENCY PREPAREDNESS PLANS FOR ALL REASONABLE, FORESEEABLE SITUATIONS**

**GOAL 4: DEVELOP AND MAINTAIN A QUALITY WORKFORCE**

**GOAL 5: PROVIDE EXCELLENT PUBLIC OUTREACH, INFORMATION AND EDUCATION**

**GOAL 6: ENHANCE BOARD COMMUNICATIONS AND INFORMATION**

# SWEETWATER SPRINGS WATER DISTRICT

**TO:** Board of Directors

**AGENDA NO. IV-A**

**FROM:** Ed Fortner, General Manager

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Meeting Date: October 12, 2021

**SUBJECT: DISCUSSION/ACTION RE RESOLUTION 21-18 FINDING PROCLAIMED STATE OF EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF LEGISLATIVE BODIES**

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**RECOMMENDED ACTION:** Discussion and direction from Board. Continued approval of Resolution 21-18, making findings necessary under the Brown Act, as amended by Assembly Bill 361, to continue holding meetings virtually.

**FISCAL IMPACT:** None

## **DISCUSSION:**

Over the past eighteen months, Board meetings have been held virtually to protect attendees, including members of public, District employees, and Board member, from potential exposure to the novel coronavirus disease ("COVID-19"). Until September 30, 2021, these virtual meetings were authorized by Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act ("Brown Act").

On September 16, 2021, the Governor signed Assembly Bill 361 (2021) ("AB 361") amending the Brown Act to allow local legislative bodies to continue to conduct meetings virtually under specified conditions and pursuant to special rules on notice, attendance, and other matters. AB 361 took full effect on October 1, 2021.

Prior to the adoption of AB 361, Board Members attending meetings by "teleconference" were required to, among other things, notice the location from which the Board Member was attending by teleconference and to allow the public to participate from that location. AB 361 authorizes the Board of Directors to meet during declared states of emergency if certain findings are made and certain procedures are followed.

The current circumstances of the COVID-19 pandemic meet the criteria for Section 54953 of the Brown Act, as amended by AB 361. The Governor's March 4, 2021 declaration of a State of Emergency remains in effect, and the current circumstances would support a determination by the Board that meeting in person would present imminent risks to the health and safety of attendees.

Approved Resolution 21-18 allows the Board to meet virtually for 30 days, after which the Board will need to reconsider its findings and confirm the need to hold virtual meetings. This reconsideration and confirmation will need to occur every thirty days until the Board determines it is safe to meet in person. It is recommended that the Board approve the continued approval of Resolution 21-18 by motion to extend the ability for virtual Board meetings for thirty days.

# SWEETWATER SPRINGS WATER DISTRICT

**TO:** Board of Directors

**AGENDA NO. IV-B**

**FROM:** Rachel Hundley, District Counsel

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Meeting Date: October 12, 2021

**SUBJECT: DISCUSSION/ACTION RE AUTHORIZATION TO CONTRACT FOR HUMAN RESOURCES SERVICES**

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**RECOMMENDED ACTION:** Discussion and direction from Board. Authorize Board President to enter into agreement for human resources services.

**FISCAL IMPACT:** None

**DISCUSSION:**

The Board of Directors directed a subcommittee of Directors Schaap and Holmer to solicit, receive, and evaluate proposals for certain human resources services. The Board also directed the subcommittee to work with District Counsel to prepare proposed agreement(s) or agreement terms with recommended service provider(s) for Board consideration and possible approval.

Staff recommends the Board consider the proposal(s) recommended by the subcommittee and authorize the Board President to execute an agreement with the service provider selected by the Board, if any, subject to terms or conditions that may be set by the Board. Staff also recommends the Board give direction to staff on facilitation and implementation of the services.

# SWEETWATER SPRINGS WATER DISTRICT

**TO:** Board of Directors

**AGENDA NO. IV-C**

**FROM:** Ed Fortner, General Manager

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Meeting Date: October 12, 2021

**SUBJECT: DISCUSSION/ACTION RE APPROVAL OF METER READING  
AMENDED CONTRACT**

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**RECOMMENDED ACTION:** Discussion and direction from Board. Continued approval of Resolution 21-17, approving the third amendment to the Dale Dross meter reading contract.

**FISCAL IMPACT:** ~\$2,000 per year

**DISCUSSION:**

Attached is a draft third amendment to the Service Agreement with Dale Dross for meter-reading services. It includes a new term (current term expired in 2012), a 6% increase in per-read compensation amount (last increased in 2011), and an accommodation for the use of a District vehicle (if available) for the performance of the services up to thirty days per calendar year. The existing insurance requirement already requires automobile liability insurance, including "non-owned" vehicle coverage. The revision to Exhibit A allowing use of a District vehicle requires the contractor to show proof of that endorsement. It also requires him to comply with District policies related to District-owned vehicles.

Resolution 21-19 describes the amended contract for services for meter reading as discussed. Approval of Resolution 21-19 is recommended.

ORIGINAL

**SERVICES AGREEMENT BETWEEN  
SWEETWATER SPRINGS WATER DISTRICT  
AND DALE DROSS**

THIS AGREEMENT for Meter Reading services is made by and between SWEETWATER SPRINGS WATER DISTRICT ("District") and Dale Walter Dross ("Contractor") as of November 14, 2002.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on November 14, 2005.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.
- 1.3 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be necessary to meet the Contractor's obligations hereunder. Although the pace and rate of performing the services described herein are generally left to the discretion of Contractor, the parties agree that the amount of time required to perform the services described in Exhibit A, as well as anticipated "non-meter reading" activities that may be necessary from time to time, can be reasonably performed in less than 84 hours per month.

**Section 2. COMPENSATION.** District hereby agrees to pay Contractor a sum not to exceed

**2.1 Meter Reading Compensation**

1. \$1.40/meter accurately read.
2. \$.50/meter for all meters electronically read in the event that the District acquires an automated meter reading system.
3. \$1.15/meter read in the event District acquires an electronic recording device
4. There shall be no payment for any meter not read, whether or not due to obstruction.
5. There shall be no payment for misread meters. It shall be the responsibility of the Contractor to reread all misread meters. Rereads shall be paid if shown to be accurate. If on a reread, a XX'd meter is shown to have been read accurately on the first read, then payment shall be made for the original read and the reread.
6. In the event that a meter was paid, and later determined to be mis-read, District will make an adjustment in a subsequent pay period.



- 2.2 **Hourly Fees.** All work performed on an hourly basis ("non-meter reading") must be pre-approved by the District General Manager (or designee). Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the following fee schedule:
1. For all hourly scheduled work performed outside of meter reading, and authorized by the District, the contractor shall be paid at the rate of \$16.50/hour.
  2. Contractor shall not be eligible for overtime or holiday rates
- 2.3 **Monthly Payment.** District shall make monthly payments for services satisfactorily performed. District shall determine the number of meters satisfactorily read and shall pay Contractor based on completed meter books for that month. District may make adjustments as necessary in subsequent months. District will determine the number of "non-meter reading" work hours for all hours worked, based upon a timesheet, which must be approved by the District. Payment shall be made within 7 days after each monthly Board meeting.
- 2.4 **Reimbursable Expenses.** Contractor is responsible for his or her own expenses. Contractor shall not submit any expenses for reimbursement by the District, except as authorized by General Manager.
- 2.5 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 **Payment upon Termination.** In the event that the District or Contractor terminates this Agreement pursuant to Section 8, the District shall compensate the Contractor for work satisfactorily completed as of the date of termination.
- 2.7 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement unless authorized by District.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Contractor only the facilities and equipment listed in Exhibit A, and only under the terms and conditions set forth herein.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the District. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement.

4.1 **Workers' Compensation.** Contractor may, at his sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance. In the alternative, Contractor may rely on a self-insurance program to meet the statutory Workers' Compensation Insurance requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Any insurer providing Workers' Compensation Insurance to Contractor, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. District and its officers, employees, agents, and volunteers shall be covered as additional insured's with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, or agents.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to DISTRICT and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District. Contractor shall notify District within 14 days of notification from Contractor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

#### 4.3 **All Policies Requirements.**

4.3.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.

4.3.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish District with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.3.3 **Variation.** The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

4.3.4 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to District at Contractor's earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.

4.4 **Remedies.** In addition to any other remedies District may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall indemnify, defend with counsel selected by the District, and hold harmless the District and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or by acts for which he could be held strictly liable, or by the quality or character of his work.

**Section 6. STATUS OF CONTRACTOR.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. Contractor shall not be entitled to any District health or retirement benefits. Contractor's sole compensation shall be as provided for in Section 2 herein. The contractor shall work no more
- 6.2 **Contractor No Agent.** Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment,

contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** District may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 180 days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination, provided however that Contractor has returned all District equipment and property to the District.

- 8.2 **Extension.** This contract may be extended and/or amended in writing signed by both parties.

- 8.3 **Assignment and Subcontracting.** District and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor. Contractor shall not subcontract any portion of the performance contemplated and provided for herein without expressed written approval of DISTRICT.

- 8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, District's remedies shall included, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement; and/or

8.4.2 Retain a different contractor or a District employee to complete the work described in Exhibit A not finished by Contractor; and/or

**Section 9. MISCELLANEOUS PROVISIONS.**

- 9.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 9.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sonoma or in the United States District Court for the Northern District of California.

- 9.3 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any District official or District employee in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate Cal. Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the District. If Contractor was an employee, agent, appointee, or official of the District in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 9.4 **Contract Administration.** This Agreement shall be administered by the General Manager for the District ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 9.5 **Notices.**

Any written notice to Contractor shall be sent to:


Dale Walter Dross  
P.O. Box 1462  
Forestville, Ca. 95436

Any written notice to District shall be sent to:

Sweetwater Springs Water District  
P.O. Box 48  
Guerneville, California, 95446

- 9.6 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

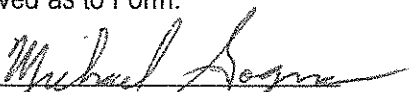
SWEETWATER SPRINGS WATER DISTRICT

  
Phil Guidotti, President, Board of Directors

CONTRACTOR

  
Dale Walter Dross

Approved as to Form:

  
\_\_\_\_\_  
Michael Gogna, Associate District Counsel

C:\meglsswd services agreement.doc

## EXHIBIT A

### SCOPE OF SERVICES

1. Read all meters within the District service area and record all readings accurately and timely pursuant to District procedure. This includes uncovering and if necessary pumping flooded meters as necessary. Meters blocked by vehicles or inaccessible shall be marked on the meter books for reading by the District or estimated for billing. Meter reader shall note leaks, damaged meter boxes or similar problems in services lines. District shall continue to read meters for change in billing, shutoffs, and turn-ons.
  - a. Hours of work. Contractor may determine his own hours of work. However, meters shall not be read prior to 7:00 a.m. nor after sunset.
  - b. Timeframe to complete reads: Meters for the cycle must be read after the 15<sup>th</sup> of the previous month, and completed prior to the 8<sup>th</sup> day of the month in which billed. If the cycle is not read by the 8<sup>th</sup> day of the billing month, Contractor shall be deemed to have materially breached this Contract and may be subject to any remedies described in Section 8.4 of the Agreement, "Options upon Breach by Contractor"
  - c. Reread: Meters not read that will not be estimated will be gathered and sent out for reread. Rereads must be completed and returned to the office by the end of the business day on the 13<sup>th</sup> of the billing month.
  - d. Uniform. While meter reading, contractor must carry a District-issued Contractor I.D. and/or wear a District t-shirt.
2. To avoid excessive rereads, note with a "XX" all meter reads that seem high.
3. Meters that cannot be read due to obstruction (for example, a car over or brush over) shall be so noted with a post-it in the meter book.
4. District will supply the following tools/equipment: Meter books, post-its, hand pump, meter stick, and District-issued Contractor ID and/or t-shirts.
5. Contractor to supply own vehicle, gasoline, and any other tools/equipment Contractor wishes to use other than #4 above.
6. All meters shall be read in an accurate manner. For the purpose of this Contract, the standard for rate of errors shall be no more than one (1) error per two thousand (2,000) meters read.



## **Resolution No. 21-17**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT APPROVING THIRD AMENDMENT TO SERVICES AGREEMENT FOR METER READING SERVICES**

**WHEREAS**, Sweetwater Springs Water District entered into a Services Agreement with Dale Dross (“Contractor”) for meter-reading services in 2002; and

**WHEREAS**, the District has been satisfied with the performance of the meter-reading services by the Contractor; and

**WHEREAS**, the Services Agreement was last amended in 2009, and the compensation rate has not been increased since 2011; and

**WHEREAS**, the District desires to increase the compensation paid for the meter-reading services by eight percent (8%) due to a history of satisfactory performance; and

**WHEREAS**, recently, the Contractor requested the use of a District vehicle from time to time in the event his personal vehicle is unavailable due to repairs; and

**WHEREAS**, the existing Service Agreement requires vehicle liability insurance, including non-owned vehicle coverage; and

**WHEREAS**, use of a District vehicle would be subject to District policies.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Sweetwater Springs Water District that the Third Amendment to the Services Agreement Between Sweetwater Springs Water District and Dale Dross, attached hereto as Exhibit A, is hereby approved.

**BE IT FURTHER RESOLVED** that the General Manager is hereby authorized to take actions necessary to implement this Resolution.

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I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the Sweetwater Springs Water District, Sonoma County, California, at a meeting held on October 12, 2021, by the following vote:

<b>Director</b>	<b>Aye</b>	<b>No</b>
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Gaylord Schaap	_____	_____
Larry Spillane	_____	_____

\_\_\_\_\_  
Sukey Robb-Wilder  
President of the Board of Directors

\_\_\_\_\_  
Attest: Julie A. Kenny  
Clerk of the Board of Directors

**Summary of Changes**

**Third Amendment to Services Agreement  
Dale Dross / Meter-Reading Services**

**1.1 Term of Services**

**Current  
(Second Amendment)**

“The term of this Amendment shall begin on the date first noted above (the "Commencement Date") and shall end on the third anniversary of the Commencement Date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Original Agreement. The time provided to Contractor to complete the services required by this Agreement shall not affect the District's right to terminate the original Agreement, as provided for therein.”

**Proposed**

“The term of this Agreement shall begin on the date first noted above and shall continue until terminated by either Party in accordance with Section 8 herein or by mutual agreement. The time provided to Contractor to complete the services required by this Agreement shall not affect the District's right to terminate the original Agreement, as provided for therein.”

**2.1 Meter Reading Compensation**

**Current  
(Agreement, Second Amendment)**

“1. \$1.50 for each meter accurately read, beginning on the Commencement Date and continuing for a period of one year following the Commencement Date.

2. \$1.55 for each meter accurately read, beginning one year following the Commencement Date and continuing for a period of one year thereafter (i.e., until the second anniversary of the Commencement Date).

3. \$1.60 for each meter accurately read, beginning two years following the Commencement Date and continuing for a period of one year thereafter (i.e., until the third anniversary of the Commencement Date).”

**Proposed**

“In compensation for the Services, District shall pay Contractor One Dollar and Seventy Cents (“1.70”) for each meter accurately read.”

(Continued below)

4. There shall be no payment for any meter not read, whether or not due to obstruction.

5. There shall be no payment for misread meters. It shall be the responsibility of the Contractor to reread all misread meters. Rereads shall be paid if shown to be accurate. If on a reread, a XX'd meter is shown to have been read accurately on the first read, then payment shall be made for the original read and the reread.

6. In the event that a meter was paid, and later determined to be mis-read, District will make an adjustment in a subsequent pay period.”

“No payment shall be made to Contractor for any meter not read, whether or not due to obstruction, or for any meter misread. It shall be the responsibility of the Contractor to reread all misread meters. Rereads shall be paid if shown to be accurate. If on a reread, an XX'd meter is shown to have been read accurately on the first read, then payment shall be made for the original read and the reread. In the event that a meter was paid and later determined to be misread, District will make an adjustment in a subsequent pay period.”

#### **Exhibit A, Scope of Services Sections 4 and 5**

##### **Redline (Agreement)**

4. District will supply the following tools/equipment:
  - a. Meter books, post-its, hand pump, meter stick, and District-issued Contractor ID and/or t-shirts.
  - b. If available, the District may provide a District-owned vehicle for Contractor use in providing the Services as an accommodation. Contractor may submit request of such vehicle to the General Manager, who may determine in their sole discretion whether the District is able to accommodate the request. District vehicle may be used only for performances of the Services, and Contractor shall provide and/or replace gasoline used. Contractor shall comply with District policies applicable to District vehicle use. Contractor use of District vehicle pursuant to this section is limited to no more than thirty (30) days in a calendar year. Contractor shall provide proof of “non-owned car” endorsement. This section does not affect the requirements of Section 4 of the Agreement.
5. Except as provided in Section 4 of this Exhibit A, above, Contractor to supply own vehicle, gasoline, and any other tools/equipment Contractor wishes to use other than #Section 4, above.

**AMENDMENT TO THE  
SERVICES AGREEMENT BETWEEN  
SWEETWATER SPRINGS WATER DISTRICT AND  
DALE DROSS**

This Third Amendment (“Amendment”) to the Services Agreement Between Sweetwater Springs Water District and Dale Dross dated November 14, 2002, as amended on or about March 6, 2008 and October 1, 2009 is made and entered into this \_\_\_\_ day of October, 2021 by and between the Sweetwater Springs Water District, a county water district (“District”), and Dale Dross, an individual (“Contractor”), and is effective as of the commencement date of this Amendment.

**RECITALS**

WHEREAS, on or about November 14, 2002, District and Contractor entered into a Services Agreement (“Agreement”) for meter-reading and other services (“Services”); and

WHEREAS, the parties subsequently amended the Agreement, on or about March 6, 2008 and October 1, 2009; and

WHEREAS, both parties wish to further modify the Agreement, as amended as further described in this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Section 1.1 of the Agreement is hereby amended to read in full as follows:

**“1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall continue until terminated by either Party in accordance with Section 8 herein or by mutual agreement. The time provided to Contractor to complete the services required by this Agreement shall not affect the District's right to terminate the original Agreement, as provided for therein.”

2. Section 2.1 of the Agreement is hereby amended to read in full as follows:

**“2.1 Meter Reading Compensation.** In compensation for the Services, District shall pay Contractor One Dollar and Seventy Cents (“1.70”) for each meter accurately read. No payment shall be made to Contractor for any meter not read, whether or not due to obstruction, or for any meter misread. It shall be the responsibility of the Contractor to reread all misread meters. Rereads shall be paid if shown to be accurate. If on a reread, an XX'd meter is shown to have been read accurately on the first read, then payment shall be made for the original read and the reread. In the event that a meter was paid and later determined to be misread, District will make an adjustment in a subsequent pay period.

3. Exhibit A of the Agreement entitled “Scope of Services” is hereby replaced with Exhibit A attached to this Amendment and incorporated herein.

4. Except as set forth above, each and every provision of the Agreement between the parties, as amended by the First and Second Amendments, shall remain in full force and effect.

SWEETWATER SPRINGS  
WATER DISTRICT

DALE DROSS

By: \_\_\_\_\_  
Ed Fortner  
General Manager

\_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

**Exhibit A**  
Scope of Services

1. Read all meters within the District service area and record all readings accurately and timely pursuant to District procedure. This includes uncovering and if necessary pumping flooded meters as necessary. Meters blocked by vehicles or inaccessible shall be marked on the meter books for reading by the District or estimated for billing. Meter reader shall note leaks, damaged meter boxes or similar problems in services lines. District shall continue to read meters for change in billing, shutoffs, and turn-ons.

a. Hours of work. Contractor may determine his own hours of work. However, meters shall not be read prior to 7:00 a.m. nor after sunset.

b. Timeframe to complete reads: Meters for the cycle must be read after the 15th of the previous month, and completed prior to the 8th day of the month in which billed. If the cycle is not read by the 8th day of the billing month, Contractor shall be deemed to have materially breached this Contract and may be subject to any remedies described in Section 8.4 of the Agreement, "Options upon Breach by Contractor"

c. Reread: Meters not read that will not be estimated will be gathered and sent out for reread. Rereads must be completed and returned to the office by the end of the business day on the 13th of the billing month.

d. Uniform. While meter reading, contractor must carry a District-issued Contractor I.D. and/or wear a District I-shirt.

2. To avoid excessive rereads, note with a "XX" all meter reads that seem high.

3. Meters that cannot be read due to obstruction (for example, a car over or brush over) shall be so noted with a post-it in the meter book.

4. District will supply the following tools/equipment:

a. Meter books, post-its, hand pump, meter stick, and District-issued Contractor ID and/or t-shirts.

b. If available, the District may provide a District-owned vehicle for Contractor use in providing the Services as an accommodation. Contractor may submit request of such vehicle to the General Manager, who may determine in their sole discretion whether the District is able to accommodate the request. District vehicle may be used only for performances of the Services. Contractor shall comply with District policies applicable to District vehicle use. Contractor use of District vehicle pursuant to this section is limited to no more than thirty (30) days in a calendar year. Contractor shall provide proof of "non-owned car" endorsement. This section does not affect the requirements of Section 4 of the Agreement

5. Except as provided in Section 4 of this Exhibit A, above, Contractor to supply own vehicle, gasoline, and any other tools/equipment Contractor wishes to use other than Section 4, above.

6. All meters shall be read in an accurate manner. For the purpose of this Contract, the standard for rate of errors shall be no more than one (1) error per two thousand (2,000) meters read.