



AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
District Board Room, 2890 Mosquito Road, Placerville, California
August 8, 2022 — 9:00 A.M.

Board of Directors

Lori Anzini—Division 4
President

Brian K. Veerkamp—Division 3
Vice President

George Osborne—Division 1
Director

Pat Dwyer—Division 2
Director

Alan Day—Division 5
Director

Executive Staff

Jim Abercrombie
General Manager

Brian D. Poulsen, Jr.
General Counsel

Jennifer Sullivan
Clerk to the Board

Jesse Saich
Communications

Brian Mueller
Engineering

Jamie Bandy
Finance

Jose Perez
Human Resources

Tim Ranstrom
Information Technology

Dan Corcoran
Operations

PUBLIC COMMENT: Anyone wishing to comment about items not on the Agenda may do so during the public comment period. Those wishing to comment about items on the Agenda may do so when that item is heard and when the Board calls for public comment. Public comments are limited to five minutes per person.

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CALL TO ORDER

Roll Call
Pledge of Allegiance
Moment of Silence

ADOPT AGENDA

COMMUNICATIONS

General Manager's Employee Recognition

PUBLIC COMMENT

COMMUNICATIONS

General Manager

Brief reports on District activities or items of interest to the public, including activities or developments that occur after the agenda is posted.

Clerk to the Board

Board of Directors

Brief reports on community activities, meetings, conferences and seminars attended by the Directors of interest to the District and the public.

APPROVE CONSENT CALENDAR

Action on items pulled from the Consent Calendar

CONSENT CALENDAR

1. Clerk to the Board (Sullivan)

Consider approving the minutes of the June 27 and July 25, 2022 regular meetings of the Board of Directors.

Option 1: Approve as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

2. Office of the General Manager (Abercrombie)

Consider ratifying Resolution No. 2022-001 to maintain an ongoing emergency declaration related to the Caldor Fire.

Option 1: Ratify Resolution No. 2022-001 to maintain an ongoing emergency declaration related to the Caldor Fire.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

3. Office of the General Manager (Abercrombie)

Consider ratifying Resolution No. 2022-019 to maintain the drought emergency and the Stage 1 Water Alert requesting up to 15 percent voluntary conservation.

Option 1: Ratify Resolution No. 2022-019 to maintain the drought emergency and the Stage 1 Water Alert requesting up to 15 percent voluntary conservation.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

4. Finance / Engineering / Operations (Downey/Mueller/Wilson)

Consider approving payments to Regional Water Authority in the not-to-exceed amounts of \$81,536 for general membership and \$39,370 for water efficiency program membership dues for total payment of \$120,906 for Regional Water Authority membership dues for fiscal year 2022-2023.

Option 1: Approve payments to Regional Water Authority in the not-to-exceed amounts of \$81,536 for general membership and \$39,370 for water efficiency program membership dues for total payment of \$120,906 for Regional Water Authority membership dues for fiscal year 2022-2023.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

5. Information Technology (Proctor)

Consider awarding a contract to CDW-G in the not-to-exceed amount of \$337,000 for purchase of data storage equipment and implementation services; authorize funding of \$317,000 for equipment purchases and \$20,000 for implementation services for a total funding request of \$337,000 for the Datacenter Storage Replacement, Project No. 22020.01; and approve an extended service contract with CDW-G through September 1, 2025 in the not-to-exceed amount of \$185,069.

Option 1: Award a contract to CDW-G in the not-to-exceed amount of \$337,000 for purchase of data storage equipment and implementation services; authorize funding of \$317,000 for equipment purchases and \$20,000 for implementation services for a total funding request of \$337,000 for the Datacenter Storage Replacement, Project No. 22020.01; and approve an extended service contract with CDW-G through September 1, 2025 in the not-to-exceed amount of \$185,069.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

END OF CONSENT CALENDAR

INFORMATION ITEMS

6. Operations (Corcoran)

Status update on 2022 water supplies.

Recommended Action: None – Information only.

7. Office of the General Manager / Office of General Counsel (Abercrombie/Poulsen)

Key Performance Indicators and Goals update.

Recommended Action: None – Information only.

ACTION ITEMS

8. Finance (Pasquarello)

Consider ratifying EID General Warrant Registers for the periods ending July 12, July 19 and July 26, and Board and Employee Expense Reimbursements for these periods.

Option 1: Ratify the EID General Warrant Registers, and Board and Employee Expense Reimbursements as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

9. Operations (Leanos)

Consider awarding a contract to Rexel in the not-to-exceed amount of \$469,227 for electrical preventative maintenance and service of the Folsom Lake Intake electrical equipment for a period of six years.

Option 1: Award a contract to Rexel in the not-to-exceed amount of \$469,227 for electrical preventative maintenance and service of the Folsom Lake Intake electrical equipment for a period of six years.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

CLOSED SESSION

A. Conference with General Counsel –Anticipated Litigation (Poulsen)

Government Code Section 54956.9(d)(2) (numerous potential cases)

B. Public Employee Employment/Performance Evaluation (Abercrombie)

Government Code Section 54957(b)(1)

Position Title: General Manager. Annual performance review.

Closed Session continued

C. Public Employee Employment/Performance Evaluation (Poulsen)

Government Code Section 54957(b)(1)

Position Title: General Counsel. Annual performance review.

REVIEW OF ASSIGNMENTS

ADJOURNMENT

TENTATIVELY SCHEDULED ITEMS FOR FUTURE MEETINGS

Engineering

- Pacileo Annexation, Consent, August 22 (Brink)
- Negative Declaration for the Main Pipeline Conserved Water Transfer, Public Hearing, August 22 (Deason/Mueller)
- Flume 45 Section 3 design contract, Action, August 22 (Mutschler)
- Motherlode Force Main Phase 3 design contract change order, Action, August 22 (Carrington)

Information Technology

- Capital Improvement Plan funding requests: Network perimeter security upgrades, Consent, August 22

Information Technology / Engineering

- Geographic Information System (GIS) software, Consent, August 22 (Sundaram/Dawson)

Office of the General Counsel

- Permit 21112 Modeling contract change order and funding request, Action, August 22 (Leeper)

Operations

- Stage 4 Emergency Declaration for Outingdale, Action, August 22 (Wilson)
- Combination sewer cleaner/vacuum trucks Capital Improvement Plan Funding, Consent, August 22



MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
District Board Room, 2890 Mosquito Road, Placerville, California
June 27, 2022 — 9:00 A.M.

Board of Directors

Lori Anzini—Division 4
President

Brian K. Veerkamp—Division 3
Vice President

George Osborne—Division 1
Director

Pat Dwyer—Division 2
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CALL TO ORDER

President Anzini called the meeting to order at 9:00 A.M.

Roll Call Board

Present: Directors Osborne, Dwyer, Anzini and Day

Absent: Director Veerkamp

Staff

Present: General Manager Abercrombie, General Counsel Poulsen and Board Clerk Sullivan

Pledge of Allegiance and Moment of Silence

Director Anzini led the Pledge of Allegiance.

ADOPT AGENDA

ACTION: Agenda was adopted.

MOTION PASSED

Ayes: Directors Day, Osborne, Dwyer and Anzini

Absent: Director Veerkamp

COMMUNICATIONS

Awards and Recognitions

General Manager Abercrombie along with Dan Corcoran, Operations Director presented Radenko Odzakovic the Board President Lifetime Service Award in recognition for his nearly 25 years of service and leadership to the District.

PUBLIC COMMENT

None

COMMUNICATIONS

General Manager

None

Clerk to the Board

None

Board of Directors

Director Dwyer reported that he attended the El Dorado County Farm Bureau dinner.

Director Osborne commented on a drought article in a recent California Special Districts Association publication.

Director Anzini reported on her participation in the Mountain Counties Water Resources Association conference. She also thanked Dan Corcoran, EID Operations Director, for his participation during the conference.

APPROVE CONSENT CALENDAR

ACTION: Director Dwyer pulled Item No. 5. Consent Calendar was then approved as amended.

MOTION PASSED

Ayes: Directors Day, Osborne, Dwyer and Anzini

Absent: Director Veerkamp

CONSENT CALENDAR

1. Clerk to the Board (Sullivan)

Consider approving the minutes of the June 13, 2022 regular meeting of the Board of Directors.

ACTION: Option 1: Approved as submitted.

MOTION PASSED

Ayes: Directors Day, Osborne, Dwyer and Anzini

Absent: Director Veerkamp

2. Office of the General Manager (Abercrombie)

Consider ratifying Resolution No. 2022-001 to maintain an ongoing emergency declaration related to the Caldor Fire.

ACTION: Option 1: Ratified Resolution No. 2022-001 to maintain an ongoing emergency declaration related to the Caldor Fire.

MOTION PASSED

Ayes: Directors Day, Osborne, Dwyer and Anzini

Absent: Director Veerkamp

3. Office of the General Manager (Abercrombie)

Consider ratifying Resolution No. 2022-019 to maintain the drought emergency and the Stage 1 Water Alert requesting up to 15 percent voluntary conservation.

ACTION: Option 1: Ratified Resolution No. 2022-019 to maintain the drought emergency and the Stage 1 Water Alert requesting up to 15 percent voluntary conservation.

MOTION PASSED

Ayes: Directors Day, Osborne, Dwyer and Anzini

Absent: Director Veerkamp

4. Engineering

Consider authorizing additional funding for the No Name Creek Diversion Gauging Project in the amount of \$76,000 for capitalized labor and \$15,000 for material purchase for a total funding request of \$91,000 for the No Name Creek Diversion Gauging Project, Project No. 20017.01.

ACTION: Option 1: Authorized additional funding for the No Name Creek Diversion Gauging Project in the amount of \$76,000 for capitalized labor and \$15,000 for material purchase for a total funding request of \$91,000 for the No Name Creek Diversion Gauging Project, Project No. 20017.01.

MOTION PASSED

Ayes: Directors Day, Osborne, Dwyer and Anzini

Absent: Director Veerkamp

5. Engineering (Brink)

Consider awarding a contract to Webster Environmental Associates, Inc. in the not-to-exceed amount of \$137,000 for an odor evaluation at the Deer Creek Wastewater Treatment Plant.

ACTION: Option 1: Awarded a contract to Webster Environmental Associates, Inc. in the not-to-exceed amount of \$137,000 for an odor evaluation at the Deer Creek Wastewater Treatment Plant.

MOTION PASSED

Ayes: Directors Dwyer, Anzini, Osborne and Day

Absent: Director Veerkamp

6. Clerk to the Board (Sullivan)

Consider adopting a resolution requesting the County of Sacramento Elections Department to hold a Consolidated District Election on Tuesday, November 8, 2022.

ACTION: Option 1: Adopted Resolution No. 2022-020 requesting the County of Sacramento Elections Department to hold a Consolidated District Election on Tuesday, November 8, 2022.

MOTION PASSED

Ayes: Directors Day, Osborne, Dwyer and Anzini

Absent: Director Veerkamp

END OF CONSENT CALENDAR

PUBLIC HEARING

7. Engineering (Graham)

Consider adopting the 2022 Triennial Public Health Goal Report for Drinking Water in the Main Water System.

Public Hearing opened at 9:22 A.M.

ACTION: Option 1: Adopted the 2022 Triennial Public Health Goal Report for Drinking Water in the Main Water System.

MOTION PASSED

Ayes: Directors Day, Dwyer, Osborne and Anzini

Absent: Director Veerkamp

INFORMATION ITEMS

8. Operations (Corcoran)

Status update on 2022 water supplies.

ACTION: None – Information only.

ACTION ITEMS

9. Finance (Pasquarello)

Consider ratifying EID General Warrant Registers for the periods ending May 31 and June 7, 2022, and Employee Expense Reimbursements for these periods.

ACTION: Option 1: Ratified the EID General Warrant Registers and Employee Expense Reimbursements as submitted.

MOTION PASSED

Ayes: Directors Day, Dwyer, Osborne and Anzini

Absent: Director Veerkamp

10. Finance (Pasquarello)

Consider receiving and filing the 2021 annual audit and 2021 report on applying agreed-upon procedures related to the appropriations limit.

ACTION: Option 1: Received and filed the 2021 annual audit and 2021 report on applying agreed-upon procedures related to the appropriations limit.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Anzini and Day

Absent: Director Veerkamp

11. Engineering (DeLongchamp)

Consider approving a contract amendment to WaterWorks Engineers, LLC in the not-to-exceed amount of \$35,000 for additional engineering services, and authorize additional funding of \$358,000 for capitalized labor for a total funding request of \$393,000 associated with the Camino Safety Project, Project No. 19008.01.

ACTION: Option 1: Approved a contract amendment to WaterWorks Engineers, LLC in the not-to-exceed amount of \$35,000 for additional engineering services, and authorized additional funding of \$358,000 for capitalized labor for a total funding request of \$393,000 associated with the Camino Safety Project, Project No. 19008.01.

MOTION PASSED

Ayes: Directors Day, Osborne, Dwyer, and Anzini

Absent: Director Veerkamp

12. Engineering (Money)

Consider awarding a contract to Royal Electric Company in the not-to-exceed amount of \$409,409.01 for construction of the Headquarters Backup Power Modifications Project, and authorize additional funding of \$41,000 in project contingency for a total funding request of \$450,409 for the Headquarters Backup Power Modifications Project, Project No. 21042.

ACTION: Option 1: Awarded a contract to Royal Electric Company in the not-to-exceed amount of \$409,409.01 for construction of the Headquarters Backup Power Modifications Project, and authorized additional funding of \$41,000 in project contingency for a total funding request of \$450,409 for the Headquarters Backup Power Modifications Project, Project No. 21042.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Anzini and Day

Absent: Director Veerkamp

13. Finance (Deakyne /Royal)

Consider approving a contract change order to Hunt & Sons, Inc. in the not-to-exceed amount of \$200,000 for cardlock and bulk fuel purchases to support District operations.

ACTION: Option 1: Approved a contract change order to Hunt & Sons, Inc. in the not-to-exceed amount of \$200,000 for cardlock and bulk fuel purchases to support District operations.

MOTION PASSED

Ayes: Directors Day, Dwyer, Osborne and Anzini

Absent: Director Veerkamp

REVIEW OF ASSIGNMENTS

Director Anzini requested District Counsel to prepare a memo to the Board on what constituents a gift of public funds.

ADJOURNMENT

President Anzini adjourned the meeting at 11:17 A.M.

Lori Anzini
Board President
EL DORADO IRRIGATION DISTRICT

ATTEST

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

Approved: _____



MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
District Board Room, 2890 Mosquito Road, Placerville, California
July 25, 2022 — 9:00 A.M.

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President

Brian K. Veerkamp—Division 3
Vice President

George Osborne—Division 1
Director

Pat Dwyer—Division 2
Director

Alan Day—Division 5
Director

Executive Staff

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General Manager

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CALL TO ORDER

President Anzini called the meeting to order at 9:00 A.M.

Roll Call Board

Present: Directors Osborne, Dwyer, Veerkamp and Anzini

Absent: Director Day

Staff

Present: General Manager Abercrombie, General Counsel Poulsen and Acting Board Clerk Costa

Absent: Board Clerk Sullivan

Pledge of Allegiance and Moment of Silence

Director Anzini led the Pledge of Allegiance.

Director Day arrived at 9:01 A.M. and was present the remainder of this meeting.

ADOPT AGENDA

ACTION: Agenda was adopted.

MOTION PASSED

Ayes: Directors Veerkamp, Dwyer, Osborne, Anzini and Day

COMMUNICATIONS

Awards and Recognitions

General Manager recognized Patrick Wilson as the District's new Operations Director.

PUBLIC COMMENT

None

COMMUNICATIONS

General Manager

None

Clerk to the Board

None

Board of Directors

Director Osborne reported that he attended the recent El Dorado Agricultural Commission meeting.

Director Dwyer reported that he received an email from Christopher Beach, Blackstone resident.

Director Veerkamp reported on his participation in the El Dorado Local Agency Formation Commission meeting. He also recently attended the Dorado Oaks community meeting.

APPROVE CONSENT CALENDAR

ACTION: Consent Calendar was approved.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

CONSENT CALENDAR

1. Clerk to the Board (Sullivan)

Consider continuing approval of the minutes from the June 27, 2022 regular meeting of the Board of Directors until the next regular Board Meeting.

ACTION: Option 1: Continued approval of the minutes from the June 27, 2022 regular meeting of the Board of Directors until the next regular Board Meeting.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

2. Office of the General Manager (Abercrombie)

Consider ratifying Resolution No. 2022-001 to maintain an ongoing emergency declaration related to the Caldor Fire.

ACTION: Option 1: Ratified Resolution No. 2022-001 to maintain an ongoing emergency declaration related to the Caldor Fire.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

3. Office of the General Manager (Abercrombie)

Consider ratifying Resolution No. 2022-019 to maintain the drought emergency and the Stage 1 Water Alert requesting up to 15 percent voluntary conservation.

ACTION: Option 1: Ratified Resolution No. 2022-019 to maintain the drought emergency and the Stage 1 Water Alert requesting up to 15 percent voluntary conservation.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

4. Engineering

Consider authorizing additional funding for the Motherlode Force Main Phase 3 Project in the amount of \$20,000 for environmental services, \$25,000 for engineering services and \$25,000 for capitalized labor for a total funding request of \$70,000 for the Motherlode Force Main Phase 3 Project, Project No. 21081.01.

ACTION: Option 1: Authorized additional funding for the Motherlode Force Main Phase 3 Project in the amount of \$20,000 for environmental services, \$25,000 for engineering services and \$25,000 for capitalized labor for a total funding request of \$70,000 for the Motherlode Force Main Phase 3 Project, Project No. 21081.01.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

5. Engineering (Mutschler)

Consider awarding a contract to Ross Clark Material Handling in the not-to-exceed amount of \$121,295 for the purchase and installation of a lumber storage rack system and authorize additional funding of \$35,000 for capitalized labor for a total funding request of \$35,000 for the Hydro Lumber Rack Project, Project No. 22015.01.

ACTION: Option 1: Awarded a contract to Ross Clark Material Handling in the not-to-exceed amount of \$121,295 for the purchase and installation of a lumber storage rack system and authorized additional funding of \$35,000 for capitalized labor for a total funding request of \$35,000 for the Hydro Lumber Rack Project, Project No. 22015.01.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

6. Human Resources (Perez)

Consider adopting revised pay schedules for the Association of El Dorado Irrigation District Employees and the El Dorado Irrigation District Confidential Non-Represented and Contract Employee group.

ACTION: Option 1: Adopted revised pay schedules for the Association of El Dorado Irrigation District Employees and the El Dorado Irrigation District Confidential Non-Represented and Contract Employee group.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

7. Operations (Mikkola)

Consider awarding a contract to El Dorado Water and Shower in the not-to-exceed amount of \$194,590 for potable water hauling to the Outingdale Water System.

ACTION: Option 1: Awarded a contract to El Dorado Water and Shower in the not-to-exceed amount of \$194,590 for potable water hauling to the Outingdale Water System.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

8. Finance (Pasquarello)

Consider receiving and filing the District's Investment Report for the quarter ending June 30, 2022.

ACTION: Option 1: Received and filed the District's Investment Report for the quarter ending June 30, 2022.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

9. Finance (Downey)

Consider adopting a resolution approving non-ad valorem charges and authorizing El Dorado County Auditor/Controller's Office to place said charges on the tax roll and the Tax Collector's Office to collect said charges for the tax roll year 2022/2023.

ACTION: Option 1: Adopted Resolution No. 2022-021 approving non-ad valorem charges and authorizing El Dorado County Auditor/Controller's Office to place said charges on the tax roll and the Tax Collector's Office to collect said charges for the tax roll year 2022/2023.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

10. Information Technology (Proctor)

Consider awarding a contract to CDW-G in the not-to-exceed amount of \$454,402.32 for the renewal of existing software maintenance through July 29, 2025 and \$202,500 for new security software licenses; and authorize funding of \$202,500 for software licenses, \$45,000 for capitalized labor, and \$12,500 in contingency for a total funding request of \$260,000 for the Software License Purchase, Project No. 22032.

ACTION: Option 1: Awarded a contract to CDW-G in the not-to-exceed amount of \$454,402.32 for the renewal of existing software maintenance through July 29, 2025 and \$202,500 for new security software licenses; and authorized funding of \$202,500 for software licenses, \$45,000 for capitalized labor, and \$12,500 in contingency for a total funding request of \$260,000 for the Software License Purchase, Project No. 22032.

MOTION PASSED

Ayes: Directors Veerkamp, Day, Osborne, Dwyer and Anzini

END OF CONSENT CALENDAR

ACTION ITEMS

11. Finance (Pasquarello)

Consider ratifying EID General Warrant Registers for the periods ending June 14, June 21, June 28 and July 5, 2022, and Board and Employee Expense Reimbursements for these periods.

ACTION: Option 1: Ratified the EID General Warrant Registers, Board and Employee Expense Reimbursements as submitted.

MOTION PASSED

Ayes: Directors Osborne, Day, Dwyer, Veerkamp and Anzini

12. Engineering (Mutschler)

Consider awarding a contract to Sierra Mountain Construction Inc. in the not-to-exceed amount of \$2,280,830 for construction of the Flume 45 Abutment Replacement Project and authorize additional funding of \$225,000 for capitalized labor, \$317,773 for construction engineering services, and \$282,360 in contingency for a total funding request of \$3,105,963 for the Flume 45 Abutment Replacement Project, Project No.17025.01.

ACTION: Option 1: Awarded a contract to Sierra Mountain Construction Inc. in the not-to-exceed amount of \$2,280,830 for construction of the Flume 45 Abutment Replacement Project and authorize additional funding of \$225,000 for capitalized labor, \$317,773 for construction engineering services, and \$284,860 in contingency for a total funding request of \$3,105,963 for the Flume 45 Abutment Replacement Project, Project No.17025.01.

MOTION PASSED

Ayes: Directors Osborne, Dwyer, Veerkamp, Anzini and Day

Action Items continued

13. Finance / Operations (Royal/Crane)

Consider awarding a contract to Owen Equipment in the not-to-exceed amount of \$1,139,726 for the purchase of two Vactor 2100i combination sewer cleaner vacuum truck.

ACTION: Option 1: Awarded a contract to Owen Equipment in the not-to-exceed amount of \$1,139,726 for the purchase of two Vactor 2100i combination sewer cleaner vacuum trucks.

MOTION PASSED

Ayes: Directors Day, Veerkamp, Osborne, Dwyer and Anzini

REVIEW OF ASSIGNMENTS

None

ADJOURNMENT

President Anzini adjourned the meeting at 9:53 A.M.

Lori Anzini
Board President
EL DORADO IRRIGATION DISTRICT

ATTEST

Alison Costa
Acting Clerk to the Board
EL DORADO IRRIGATION DISTRICT

Approved: _____

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider ratifying Resolution No. 2022-001 to maintain an ongoing emergency declaration related to the Caldor Fire.

PREVIOUS BOARD ACTION

August 23, 2021 – Board adopted Resolution No. 2021-012 ratifying the General Manager’s declaration of an emergency for the Caldor Fire.

September 13, October 12, October 25, November 8, and December 13, 2021 – Board ratified Resolution No. 2021-012 to maintain an emergency declaration regarding the Caldor Fire.

January 10, 2022 – Board adopted Resolution No. 2022-001 declaring an ongoing emergency related to the Caldor Fire.

At every regular Board meeting since its adoption the Board has ratified Resolution No. 2022-001.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 2050 Administrative Leeway in the Absence of Policy

BP 3060 Contracts and Procurement

Public Resources Code section 21080(b) and California Environmental Quality Act (“CEQA”) Guidelines section 15269

SUMMARY OF ISSUE

The Caldor Fire caused significant damage to District facilities and surrounding lands and impacted the District’s water conveyance system. While the District recently replaced the damaged flumes and is now conveying water through the new facilities, recovery efforts are ongoing. The ongoing emergency declaration related to the Caldor Fire reflects the continued emergency, and will facilitate emergency recovery efforts such as hazard tree removal. The General Manager will provide periodic updates to the Board on the District’s response to the Caldor Fire damages.

BACKGROUND/DISCUSSION

The Caldor Fire erupted near the town of Grizzly Flats on August 14, 2021. Shortly thereafter, both the El Dorado County Board of Supervisors and Governor Gavin Newsom proclaimed a state of emergency for El Dorado County. On August 23, 2021, the District adopted Resolution No. 2021-012, ratifying the General Manager’s emergency declaration and directing the General Manager to take all necessary and appropriate actions in response. On September 1, 2021, President Biden declared a federal state of emergency as a result of the Caldor Fire and on September 12, upgraded that designation to a federal disaster status.

The Caldor Fire caused extensive damage to District facilities and surrounding lands, including damage to District flumes that convey water supplies. In response, the District took immediate and numerous actions to mitigate and address the damage to District facilities. Those emergency actions continued into 2022, and on January 10, 2022, the Board adopted Resolution No. 2022-001, declaring an ongoing emergency related to the Caldor Fire.

Emergency recovery efforts are ongoing, including time-sensitive hazard tree removal. In light of the continued emergency response and recovery efforts, ratification of Resolution No. 2022-001 to maintain the ongoing emergency related to the Caldor Fire is appropriate.

BOARD OPTIONS

Option 1: Ratify Resolution No. 2022-001 to maintain an ongoing emergency declaration related to the Caldor Fire.

Option 2: Take other action as directed by the Board.

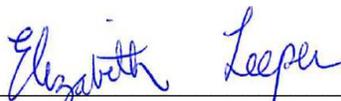
Option 3: Take no action.

RECOMMENDATION

Option 1.

ATTACHMENTS

Attachment A: Resolution No. 2022-001


_____ for
Brian Poulsen
General Counsel


_____ for
Jim Abercrombie
General Manager

**RESOLUTION OF THE BOARD OF DIRECTORS OF
EL DORADO IRRIGATION DISTRICT
DECLARING AN ONGOING STATE OF EMERGENCY
AS A RESULT OF THE CALDOR FIRE**

1 WHEREAS, El Dorado Irrigation District (District) provides critical water services and
2 wastewater services to the residents of El Dorado County; and

3
4 WHEREAS, on August 14, 2021, the Caldor Fire started burning in the Middle Fork
5 Cosumnes River Canyon in El Dorado County; and

6
7 WHEREAS, on August 17, 2021, Governor Newsom proclaimed a state of emergency to
8 exist in El Dorado County due to the Caldor Fire; and

9
10 WHEREAS, on August 23, 2021, the District’s Board of Directors adopted Resolution No.
11 2021-012 declaring a state of emergency due to the Caldor Fire and directed the District General
12 Manager to take all actions reasonable deemed necessary to respond to the emergency conditions;
13 and

14
15 WHEREAS, on September 1, 2021, President Biden declared a federal state of emergency
16 as a result of the Caldor Fire; and

17
18 WHEREAS, on September 12, 2021 President Biden declared the Caldor Fire to be a
19 federal disaster; and

20
21 WHEREAS, the District has taken, and continues to take, numerous actions in response to
22 the damage caused by the Caldor Fire, in an effort to ensure safe and continuous services to the
23 public; and

24
25 WHEREAS, the Caldor Fire caused extensive damage to the District’s Project 184 system,
26 including the loss of wooden Flumes 4, 5, 6, and 30 along the El Dorado Canal, resulting in
27 ongoing efforts to rebuild and replace damaged flume sections and remove fire-damaged hazard
trees; and

WHEREAS, the damage caused by the Caldor Fire to District facilities and surrounding
lands requires ongoing and immediate action to prevent or mitigate loss of, or damage to life,
property, and the essential District public services; and

WHEREAS, Public Resources Code section 21080(b)(4) and CEQA Guidelines section
15269(c) exempt from CEQA any actions that are necessary to prevent or mitigate an
emergency; and

1 WHEREAS, CEQA Guidelines section 15359 defines “emergency” as “a sudden, unexpected
2 occurrence, involving a clear and imminent danger, demanding immediate action to prevent or
3 mitigate loss of, or damage to life, health, property, or essential public services;” and

4 WHEREAS, Public Contract Code section 20567 authorizes irrigation districts to let contracts
5 without notice for bids in case of an emergency; and

6 WHEREAS, Public Contract Code section 22050(a)(2) requires that before action is taken to
7 procure equipment, services, and supplies without giving notice for bids, the governing body must
8 first make a finding, based on substantial evidence set forth in the minutes of its meeting, that the
9 emergency will not permit a delay resulting from a competitive solicitation for bids, and that the
action is necessary to respond to the emergency; and

10 WHEREAS, Public Contract Code section 11102 defines “emergency” as “a sudden,
11 unexpected occurrence that poses a clear and imminent danger, requiring immediate action to
12 prevent or mitigate the loss or impairment of life, health, property, or essential public services;” and

13 WHEREAS, District Board Policy 2050 authorizes the District’s General Manager to act “in
14 emergency situations where no Board Policies or Administrative Regulations exist;” and

15 WHEREAS, District Board Policy 3060 authorizes the District’s General Manager to
16 approve all contracts or procurements or change orders with values of up to and including
\$100,000; and

17 WHEREAS, in the event of an emergency requiring immediate contract or procurement
18 action, District Board Policy 3060 authorizes the District’s General Manager to “approve any and
19 all contracts necessary to abate the emergency after first informing the President of the Board of
20 Directors and scheduling an emergency meeting of the Board of Directors at the earliest possible
opportunity;” and

21 WHEREAS, District Board Policy 3060 requires the District’s General Manager to bring
22 any and all contracts or procurements with values exceeding \$100,000, approved during an
23 emergency, to the Board of Directors for ratification at the first meeting of the Board immediately
24 following the emergency; and

25 WHEREAS, District Administrative Regulation 3061.05, subdivision E, provides for single
26 source procurement for good cause, which may include when “emergency or extraordinary
27 circumstances require immediate action that cannot be delayed for obtaining bids or proposals;”
and

1 NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors
2 of the El Dorado Irrigation District as follows:

- 3 1. The Board finds and declares that the Caldor Fire damage continues to constitute an
4 emergency within the meaning of Public Resources Code section 21080(b)(4), CEQA
5 Guidelines section 15359, Public Contracts Code section 11102, District Board Policy
6 2050 and 3060, and District Administrative Regulation 3061.05, subdivision E.
- 7 2. The Board finds and declares that the adoption of this Resolution and all of the
8 delegations, authorizations, and directions to the General Manager and District staff
9 specified in paragraph 4, below, satisfy the requirements and criteria of Public
10 Resources Code section 21080(b)(4), CEQA Guidelines section 15269(c), and Public
11 Contract Code sections 22050(a)(2) and 20567.
- 12 3. The foregoing findings and declarations are based upon all written, oral, and visual
13 evidence, including both facts and professional opinions, presented to the Board at the
14 adoption of this Resolution.
- 15 4. The Board hereby delegates, authorizes, and directs the District General Manager and his
16 designees to take all actions reasonably deemed necessary to respond to the emergency
17 conditions declared herein, including but not limited to the following specific actions:
 - 18 a. Enter into professional services and construction contracts as reasonably deemed
19 necessary to respond to the Caldor Fire damage.
 - 20 b. Report to and seek ratification of the Board for any actions taken in excess of normal
21 authority or authority expressly granted by this Resolution, at the first regular Board
22 meeting held after each such action.
- 23 5. This Resolution shall take effect immediately upon adoption. Subject to the ratification
24 required by Public Contract Code sections 22050(b)(3), (c)(1), and (c)(2), and by District
25 Board Policy 3060, this Resolution shall remain in full force and effect until rescinded by a
26 subsequent Resolution of the Board of Directors.
27

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The foregoing Resolution was introduced at a regular meeting of the Board of Directors of the EL DORADO IRRIGATION DISTRICT, held on the 10th day of January 2022, by Director Dwyer who moved its adoption. The motion was seconded by Director Veerkamp and a poll vote taken which stood as follows:

AYES: Directors Dwyer, Veerkamp, Anzini and Day

NOES:

ABSENT: Director Osborne

ABSTAIN:

The motion having a majority of votes "Aye", the resolution was declared to have been adopted, and it was so ordered.


Lori Anzini, President
Board of Directors
EL DORADO IRRIGATION DISTRICT

ATTEST:


Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

(SEAL)

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EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider ratifying Resolution No. 2022-019 to maintain the drought emergency and the Stage 1 Water Alert requesting up to 15 percent voluntary conservation.

PREVIOUS BOARD ACTION

June 14, 2021 – Board adopted the 2021 Drought Action Plan.

June 28, 2021 – Board adopted a resolution declaring a drought emergency and a Stage 1 Water Alert Districtwide, and authorized the General Manager, subject to subsequent Board ratification, to declare a Stage 4 Water Emergency for Outingdale customers when necessary.

July 26, 2021 – Board ratified Resolution No. 2021-009 to maintain the drought emergency and ratified the General Manager’s declaration of a Stage 4 Water Emergency for Outingdale customers.

October 25, 2021 – Board ratified Resolution No. 2021-009 to maintain a drought emergency and declared a return to Stage 1 Water Alert for Outingdale customers.

At every regular Board meeting since the Board adopted Resolution No. 2021-009, the Board ratified Resolution 2021-009 until it adopted Resolution No. 2022-019.

May 23, 2022 – Board adopted Resolution No. 2022-019 renewing and updating the drought emergency declaration and reaffirming a Stage 1 Water Alert requesting up to 15 percent voluntary conservation.

At every regular Board meeting since its adoption the Board has ratified Resolution No. 2022-019.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR), AND BOARD AUTHORITY

BP 5010 Water Supply Management

SUMMARY OF ISSUE

On March 28, 2022, Governor Newsom issued Executive Order N-7-22, which ordered the State Water Resources Control Board (SWRCB), by May 25, 2022, to consider adopting emergency regulations for urban water conservation that would require each urban water supplier to implement, at a minimum, water shortage response actions for a shortage level of up to 20 percent (Level 2). On May 24, 2022, the SWRCB adopted an emergency regulation to implement the Governor’s directives. The regulations require each urban water supplier to implement, at a minimum, the demand reduction actions identified in the supplier’s water shortage contingency plan for a shortage level of 10 percent to 20 percent.

The District’s Stage 1 voluntary actions requesting 15 percent conservation, which have been in effect since June of 2021, are consistent with these new regulations. Therefore, on May 23, 2022, the Board adopted Resolution No. 2022-019 to renew and update the Board’s declared drought emergency, and to maintain the Stage 1 Water Alert to ensure compliance with the SWRCB’s emergency regulations. To comply with the regulations, the District must continue its Stage 1 Water Alert.

BACKGROUND/DISCUSSION

Due to local water supply conditions, the District has been under a Stage 1 Water Alert since June 28, 2021 and has requested voluntary conservation of up to 15 percent compared with 2020 demand levels. The Governor also subsequently in 2021 declared a statewide drought emergency and similarly called on Californians to reduce water usage by 15 percent.

After a highly variable weather year in 2021 that saw heavy precipitation and snow events early, followed by an extended dry period, and then some late season rain and snow, the District's water supply picture in 2022 is much improved compared to this time last year. However, much of the state continues to experience drought conditions and many of the State's key water supply reservoirs, notably Shasta and Oroville, remain well below average. The overall worsening State-wide drought conditions prompted the Governor's March executive order calling on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out, and called on the SWRCB to adopt the emergency regulations described below.

On May 24, 2022, the SWRCB adopted emergency regulations (Attachment B) to implement the Governor's executive order. Some of the key requirements of the regulation are highlighted below, followed by District staff discussion:

- *Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.*
 - Staff prepared the preliminary annual water supply and demand assessment and submitted the assessment by June 1, 2022. The report shows the District has adequate water supply to meet expected demand through June 2023. A final assessment was submitted by July 1, 2022.
- *Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten to twenty percent (Level 2).*
 - On May 23, 2022, the Board adopted Resolution No. 2022-019 to renew and update the drought emergency declaration and reaffirmed the Stage 1 Water Alert requesting up to 15 percent voluntary conservation
- *To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.*
 - On June 9, 2022, staff sent a letter to our Commercial, Industrial and Institutional customers informing them of the new regulation and the associated prohibition on irrigation of non-functional turf.

In addition, due to the ongoing drought conditions, the SWRCB is curtailing water rights based on the water right priority date, informing water right holders that water is not available for particular water rights. The SWRCB has now curtailed all of the District's post-1914 water rights, including the District water right that serves the Outingdale community, District storage rights at Jenkinson Lake, and direct diversion and storage rights under Permit 21112. Fortunately, the District has sufficient water in storage and numerous pre-1914 water rights that are not currently curtailed. At this time, the curtailments are not expected to affect the availability of water for District customers.

For Outingdale water service, the District has sought and obtained permission from the SWRCB Division of Water Rights to make releases from Jenkinson Lake to offset continued diversions of water at Outingdale. Therefore, the District is allowed to continue Outingdale diversions, despite the curtailment, so long as the District is able to physically divert at the Outingdale location. However, similar to 2021, it is possible that stream conditions at the Outingdale diversion will continue to diminish over the summer, and may necessitate water hauling to Outingdale and a Stage 4 Water Emergency for Outingdale. Regarding Jenkinson Lake storage, the curtailment of storage rights is expected to have a minimal impact on the overall storage in Jenkinson Lake because the licensed season of diversion to storage ended July 1. Similarly, the curtailment of Permit 21112 has minimal impact, as the season of direct diversion for that water right ended July 31st, so the curtailment simply requires the District to transition to relying on releases from storage to support Permit 21112 diversions at Folsom Reservoir slightly earlier than it otherwise would. Therefore, at this time, the existing curtailments have minimal impact on the District's overall water supply and operations. Given the current curtailments and overall District water supply, and in light of the SWRCB's emergency regulations, District staff requests that the Board ratify Resolution No. 2022-019 to maintain a drought emergency and the existing Stage 1 Water Alert, requesting up to 15 percent customer conservation.

BOARD OPTIONS

Option 1: Ratify Resolution No. 2022-019 to maintain the drought emergency and the Stage 1 Water Alert requesting up to 15 percent voluntary conservation.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

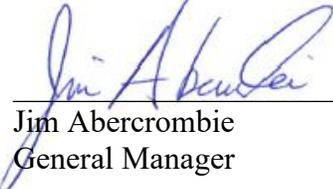
Option 1

ATTACHMENTS

Attachment A: Resolution No. 2022-019

Attachment B: SWRCB Emergency Regulation


_____ for
Brian Poulsen
General Counsel


_____ for
Jim Abercrombie
General Manager

1 **RESOLUTION OF THE BOARD OF DIRECTORS OF**
2 **EL DORADO IRRIGATION DISTRICT RENEWING THE DECLARATION OF A**
3 **DROUGHT EMERGENCY AND STAGE 1 WATER ALERT DISTRICT-WIDE**

4 WHEREAS, El Dorado Irrigation District (District) has experienced dry and critically dry
5 conditions since 2020; and

6 WHEREAS, on May 10, 2021, Governor Gavin Newsom proclaimed that a drought
7 emergency existed in El Dorado County; and

8 WHEREAS, on June 14, 2021, the Board adopted the District’s 2021 Drought Action Plan; and

9 WHEREAS, the District's adopted 2021 Drought Action Plan provides for an incremental,
10 multi-stage drought response, summarized as follows:

- 11 • In a declared Stage 1 Water Supply Alert, customers are called on to voluntarily
12 reduce water usage by up to 15%;
- 13 • In a declared Stage 2 Water Supply Warning, a combination of voluntary and
14 mandatory actions are intended to reduce water usage by up to 30%;
- 15 • In a declared Stage 3 Water Supply Crisis, mandatory actions and/or water
16 rationing are intended to reduce water usage by up to 50%; and
- 17 • If water supplies are still insufficient, a Water Supply Emergency is declared
18 and mandatory rationing is imposed to reduce water usage by more than 50%; and

19 WHEREAS, on June 15, 2021, the State Water Resources Control Board (SWRCB) sent
20 notices of water unavailability to post-1914 water right holders in the Bay-Delta watershed,
21 including the District, urging them to stop diverting to preserve dwindling water supply for both
22 this year and the next; and

23 WHEREAS, on June 28, 2021, the District’s Board of Directors adopted Resolution 2021-
24 009 declaring a drought emergency and a Stage 1 Water Alert District-wide, and authorized the
25 General Manager, subject to subsequent Board ratification, to declare a Stage 4 Water Emergency
26 for Outingdale customers when necessary; and

27 WHEREAS, on July 26, 2021, the District’s Board of Directors ratified Resolution No.
2021-009 to maintain the drought emergency and ratified the General Manager’s declaration of a
Stage 4 Water Emergency for Outingdale customers; and

WHEREAS, in August of 2021, the SWRCB issued curtailment orders, curtailing the
District’s water rights and those curtailments remained in place until late October of 2021; and

1 WHEREAS, on October 25, 2021, the District's Board of Directors ratified Resolution No.
2 2021-009 to maintain a drought emergency and declared a return to Stage 1 Water Alert for
3 Outingdale customers; and

4 WHEREAS, on March 21, 2022, the SWRCB sent a notice to water right holders warning of
5 the potential for even earlier water right curtailments in 2022 than those issued in 2021; and

6 WHEREAS, on March 28, 2022, Governor Gavin Newsom issued Executive Order N-7-22,
7 which required the SWRCB, by May 25, 2022, to consider adopting emergency regulations that
8 include all of the following:

- 9 a. A requirement that each urban water supplier, as defined in section 10617 of the Water
10 Code, shall submit to the Department of Water Resources a preliminary annual water
11 supply and demand assessment consistent with section 10632.1 of the Water Code no later
12 than June 1, 2022, and submit a final annual water supply and demand assessment to the
13 Department of Water Resources no later than the deadline set by section 10632.1 of the
14 Water Code; and
- 15 b. A requirement that each urban water supplier that has submitted a water shortage
16 contingency plan to the Department of Water Resources implement, at a minimum, the
17 shortage response actions adopted under section 10632 of the Water Code for a shortage
18 level of ten to twenty percent (Level 2), by a date to be set by the Water Board; and
- 19 c. A definition of "non-functional turf" (that is, a definition of turf that is ornamental and not
20 otherwise used for human recreation purposes such as school fields, sports fields, and
21 parks); and
- 22 d. A ban on irrigation of non-functional turf in the commercial, industrial, and institutional
23 sectors except as it may be required to ensure the health of trees and other perennial non-
24 turf plantings.

25 WHEREAS, the SWRCB staff has prepared a draft water conservation emergency regulation
26 to comply with the Governor's order, and the SWRCB will consider its adoption on May 24, 2022;
27 and

WHEREAS, if approved the new regulation would be in effect beginning June 10, 2022; and

WHEREAS, Public Resources Code section 21080(b)(4) and CEQA Guidelines section
15269(c) exempt from CEQA any actions that are necessary to prevent or mitigate an emergency; and

1 WHEREAS, CEQA Guidelines section 15359 defines “emergency” as “a sudden, unexpected
2 occurrence, involving a clear and imminent danger, demanding immediate action to prevent or
3 mitigate loss of, or damage to life, health, property, or essential public services;” and

4 WHEREAS, District Board Policy 2050 authorizes the District’s General Manager to act “in
5 emergency situations where no Board Policies or Administrative Regulations exist;” and

6 WHEREAS, District Board Policy 3060 authorizes the District’s General Manager to
7 approve all contracts or procurements or change orders with values of up to and including
8 \$100,000; and

9 WHEREAS, in the event of an emergency requiring immediate contract or procurement
10 action, District Board Policy 3060 authorizes the District’s General Manager to “approve any and
11 all contracts necessary to abate the emergency after first informing the President of the Board of
12 Directors and scheduling an emergency meeting of the Board of Directors at the earliest possible
13 opportunity;” and

14 WHEREAS, District Board Policy 3060 requires the District’s General Manager to bring any
15 and all contracts or procurements with values exceeding \$100,000, approved during an emergency,
16 to the Board of Directors for ratification at the first meeting of the Board immediately following
17 the emergency; and

18 WHEREAS, District Administrative Regulation 3061.05, subdivision E, provides for single
19 source procurement for good cause, which may include when “emergency or extraordinary
20 circumstances require immediate action that cannot be delayed for obtaining bids or proposals;”
21 and

22 WHEREAS, Water Code sections 350 et seq. authorize the Board of Directors to declare a
23 water supply emergency whenever it finds and determines, during a noticed public hearing, that
24 the ordinary demands and requirements of water consumers cannot be satisfied without depleting
25 the District’s water supplies; and

26 WHEREAS, the District previously published notice of a public hearing to consider a water
27 supply emergency, pursuant to Water Code section 351 and Government Code section 6061, on
June 21, 2021; and

WHEREAS, on June 28, 2021, the District’s Board of Directors adopted Resolution 2021-
009 declaring a drought emergency, and at every regular Board meeting since the Board adopted
Resolution No. 2021-009, the Board has ratified Resolution 2021-009; and

1 WHEREAS, in response to the proposed SWRCB water conservation emergency regulations,
2 which will require the District to implement, at a minimum, the shortage response actions adopted
3 for a shortage level of ten to twenty percent (Level 2), it is appropriate for the Board of Directors
4 to renew and update its drought emergency declaration; and

5 WHEREAS, Water Code section 10632 identifies six standard water shortage levels from the
6 normal reliability (10, 20, 30, 40, 50 and greater than 50 percent shortage), with Level 2 of the six
7 standard water shortage levels corresponding to a shortage level of ten to twenty percent; and

8 WHEREAS, the District's Drought Action Plan describes four shortage levels, Stage 1, Stage
9 2, Stage 3, and Stage 4, and cross-references the six standard water shortage levels identified in
10 Water Code section 10632; and

11 WHEREAS, the State's standard Level 2 (10% to 20% shortage), corresponds to both Stage
12 1 (up to 15% shortage) and Stage 2 (up to 30% shortage) in the District's Drought Action Plan;
13 and

14 WHEREAS, the District is currently implementing a Stage 1 Water Alert and has requested
15 that customers take voluntary conservation actions to achieve up to 15% conservation; and

16 WHEREAS, given the District's favorable local water supply conditions and given that the
17 District's Stage 1 Water Alert corresponds to the Level 2 shortage level required in the emergency
18 regulations, it is appropriate for the District to remain at a Stage 1 Water Alert.

19 NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors
20 of the El Dorado Irrigation District as follows:

- 21 1. The Board renews and continues its declaration of a drought emergency and a
22 Stage 1 Water Alert, as first declared in Resolution 2021-009.
- 23 2. The Board finds and declares that the ongoing and current drought conditions
24 continue to constitute an emergency within the meaning of CEQA Guidelines
25 section 15359, District Board Policies 2050 and 3060, and District
26 Administrative Regulation 3061.05, subdivision E.
- 27 3. The Board finds and determines, consistent with Water Code section 350, that
a water shortage emergency condition continues to exist within all or part of
the District's service area and that the ordinary demands and requirements of
District customers cannot be satisfied without depleting District supplies.

- 1 4. Consistent with the Governor's Executive Order N-7-22 and the SWRCB's
2 proposed water conservation emergency regulations, the Board renews the
3 declaration of a Stage 1 Water Alert District-wide.
- 4 5. The Board finds and declares that the adoption of this Resolution and all of
5 the delegations, authorizations, and directions to the General Manager and
6 District staff specified in paragraph 7, below, satisfy the requirements and
7 criteria of Public Resources Code section 21080(b)(4), and CEQA Guidelines
8 section 15269(c).
- 9 6. The foregoing findings and declarations are based upon all written, oral, and
10 visual evidence, including both facts and professional opinions, presented to
11 the Board at the meetings held since June of 2021 and in consideration of this
12 Resolution.
- 13 7. The Board hereby delegates, authorizes, and directs the District General
14 Manager and his designees to take all actions reasonably deemed necessary to
15 respond to the continuing emergency conditions declared herein, including but
16 not limited to the following specific actions:
 - 17 a. Implement the Stage 1 Water Alert actions, as detailed in the Drought Action
18 Plan.
 - 19 b. Enter into professional services and construction contracts as reasonably
20 deemed necessary to expedite the preservation and enhancement of water
21 supply availability for the District's customers.
 - 22 c. Report to and seek ratification of the Board for any actions taken in excess of
23 normal authority or authority expressly granted by this Resolution, at the first
24 regular Board meeting held after each such action.
 - 25 d. Report to the Board at least monthly, and more often if necessary, on the
26 current status of the drought conditions, responsive actions taken, weekly
27 water usage data, and the need, if any, for further Board actions.
8. This Resolution shall take effect immediately upon adoption. Subject to the ratification
required by District Board Policy 3060, this Resolution shall remain in full
force and effect until rescinded by a subsequent Resolution of the Board of Directors.

The foregoing Resolution was introduced at a regular meeting of the Board of Directors of EL DORADO IRRIGATION DISTRICT, held on the 23rd day of May 2022, by Director Day, who moved its adoption. The motion was seconded by Director Veerkamp, and a poll vote taken which stood as follows:

AYES: Directors Day, Veerkamp, Osborne and Anzini

NOES:

ABSENT: Director Dwyer

ABSTAIN:

The motion having a majority of votes "Aye", the resolution was declared to have been adopted, and it was so ordered.

Lori Anzini, President
Board of Directors
EL DORADO IRRIGATION DISTRICT

ATTEST:

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

(SEAL)

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1 I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT
2 hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the
3 Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a
4 regular meeting of the Board of Directors held on the 23rd day of May 2022.



6 Jennifer Sullivan
7 Clerk to the Board
8 EL DORADO IRRIGATION DISTRICT

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**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0018**

**TO ADOPT AN EMERGENCY REGULATION
TO REDUCE WATER DEMAND AND IMPROVE WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, July 8, and October 19, 2021, Governor Newsom issued proclamations that a state of emergency exists statewide due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. These proclamations urge Californians to reduce their water use.
3. On March 28, 2022, Governor Newsom signed an Executive Order directing the State Water Resources Control Board (State Water Board or Board) to consider adopting emergency regulations to increase water conservation. The Executive Order includes a request that the Board require urban water suppliers to implement Level 2 of their water shortage contingency plans, establish water shortage response actions for urban water suppliers that have not submitted water shortage contingency plans, taking into consideration model actions that the Department of Water Resources, and establish a ban on the irrigation of non-functional turf by entities in the commercial, industrial, and institutional sectors.
4. Many Californians and urban water suppliers have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought requires additional conservation actions from urban water suppliers, residents, and the commercial, industrial, and institutional sectors.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend limited water supplies through this summer and into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers added flexibility to manage their systems effectively over time. The more water that is conserved now, the less likely it is that a community will experience dire shortages that may require water rationing or other emergency actions.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for irrigation of lawns and outdoor landscaping irrigation. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. The use of potable water to irrigate turf on commercial, industrial, or institutional properties that is not regularly used for human recreational purposes or for civic or community events can be reduced in commercial, industrial, and institutional areas to protect local water resources and enhance water resiliency.
8. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](https://www.saveourwater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
9. [SaveWater.CA.Gov](https://www.savewater.ca.gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Board and relevant local water supplier.
10. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
11. On March 28, 2022, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
12. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
13. On May 13, 2022, the State Water Board issued public notice that it will consider the adoption of the regulation at the Board’s regularly scheduled May 24, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
14. The emergency regulation exempts suppliers from enforcing connection moratoria, if their Level 2 demand management actions call for them, because new residential connections are critical to addressing the state’s housing supply shortage. However, the Board recognizes connections for other projects may not be appropriate given the shortage conditions and urges water suppliers to carefully evaluate new development projects for their water use impacts.

15. Disadvantaged communities may require assistance responding to Level 2 conservation requirements, including irrigation restrictions, temporary changes to rate structures, and prohibited water uses. State shortage contingency plans aimed at increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation. This assistance should include but not be limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
16. The Board directs staff to consider the following in pursuing any enforcement of section 996, subdivision (e): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
17. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 16. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 996, as appended to this resolution as an emergency regulation that applies to urban water suppliers, as defined by Water Code section 10617.
2. State Water Board staff shall submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulation.
6. The State Water Board directs staff to, by January 1, 2023, survey urban water suppliers on their experience protecting trees and tree cover during drought, with attention to disadvantaged communities. The survey shall inquire about challenges encountered, strategies used, costs, and successes in protecting trees.
7. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on May 24, 2022.

AYE: Chair E. Joaquin Esquivel
 Vice Chair Dorene D'Adamo
 Board Member Sean Maguire
 Board Member Laurel Firestone

NAY: None

ABSENT: Board Member Nichole Morgan

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED EMERGENCY REGULATION TEXT

Version: May 24, 2022

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) “Commercial, industrial and institutional” refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners’ associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities’ members or separate interests.

(2) “Common interest development” has the same meaning as in section 4100 of the Civil Code.

(3) “Community service organization or similar entity” has the same meaning as in section 4110 of the Civil Code.

(4) “Homeowners’ association” means an “association” as defined in section 4080 of the Civil Code.

(5) “Non-functional turf” means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) “Plant factor” has the same meaning as in section 491.

(7) “Separate interest” has the same meaning as in section 4185 of the Civil Code.

(8) “Turf” has the same meaning as in section 491.

(9) “Urban water supplier” has the same meaning as Water Code section 10617.

(10) “Water shortage contingency plan” means the plan required by Water Code section 10632.

(b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section

10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.

- (c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).
- (2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.
- (3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:
- (i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.
- (ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.
- (iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.
- (d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:
- (1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.
- (2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.
- (3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

- (e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.
- (2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.
- (3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.
- (f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.
- (g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider approving payments to Regional Water Authority in the not-to-exceed amounts of \$81,536 for general membership and \$39,370 for water efficiency program membership dues for total payment of \$120,906 for Regional Water Authority membership dues for fiscal year 2022-2023.

PREVIOUS BOARD ACTION

July 21, 2003 – Board adopted Resolution No. 03-74, approving a Joint Powers Agreement to join the Regional Water Authority.

The Board annually authorizes payment of both the general and water efficiency program memberships.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3060 Contracts and Procurement
AR 3061 Procurements and Contracts

SUMMARY OF ISSUE

The Regional Water Authority (RWA) was organized in June 2001 by 17 water utilities in the Sacramento region. RWA's stated mission is "To serve and represent regional water supply interests and assist RWA members with protecting and enhancing the reliability, availability, affordability and quality of water resources." The District joined these other water utilities by becoming a member of RWA in 2003, and has benefited from this membership over the years through regional advocacy for and receiving funding to help build the District's projects, providing programs that ensure the water rights and entitlements, and assistance with planning and implementing water management projects and programs. As RWA's ability to help members within the region continue to grow, our regional voice on statewide issues is gaining influence. The Board has authorized payment of the annual dues since joining, and it is time to consider renewing both the general and water efficiency program memberships.

BACKGROUND/DISCUSSION

General Membership

The District's general membership in RWA provides many benefits, including integrated regional planning, grant application and assistance, and consistent messaging related to regional water supply interests. The unique interests of the American River water purveyors are better heard when voiced collectively through RWA. Significant grant funding has been obtained through the RWA American River Basin, Integrated Regional Water Management Plan (IRWMP). The District has received Proposition 84 grant funding from the State of California with RWA assistance and administration, including most recently \$1 million for the Easy Street Waterline Replacement Project and \$160,000 for improvements to the Outingdale raw water intake. The District also participates in regional efforts through RWA including the Sacramento Regional Water Bank project, Regional Water Reliability and Drought Contingency Planning, proposed Voluntary Settlement Agreements to the Water Quality Control Plan Updates, drought regulations, water conservation and water loss legislation.

The 2022-2023 annual dues of \$81,536 reflect a four percent increase over last year.

Water Efficiency Category 1 Program

Participation in RWA's Water Efficiency Category 1 Program (WEP) has been highly beneficial to the District in the past, and the WEP continues to support the District in meeting required state and federal mandates, including Best Management Practices (BMPs). As the state moves forward with Water Loss and Water Use Efficiency regulatory implementation, RWA continues to have a leadership role in the development of these regulations and will continue to advocate to the state on behalf of the region's interests during this process. In 2021 and 2022, the WEP was busy implementing their \$2.4 million Proposition 1 (The Water Quality, Supply, and Infrastructure Improvement Act of 2014) Grant, which included increased media advertising to help communicate water efficiency practices to customers. Looking toward the second half of 2022, the WEP will begin implementation of additional Proposition 1 projects including a commercial, industrial, and institutional high water users regional rebate program and an outdoor water use study.

Prior grant funding received from membership in RWA has provided \$681,000 in water efficiency programs to the District.

In accordance with the District's membership in the California Water Efficiency Partnership (CalWEP), the WEP assists the District in meeting the adopted BMPs. The District's BMP compliance in turn meets the required demand management measures of both the U.S. Bureau of Reclamation for District's water service contract at Folsom Reservoir, and the California Department of Water Resources for our Urban Water Management Plan reporting.

The WEP provides BMP compliance documentation, grant procurement and implementation, working subcommittees for meeting specific BMP requirements, and training opportunities. In addition, participation by District staff in the Regional Water Efficiency Program Advisory Committee continues to provide valuable resources in order to stay abreast of changing statewide requirements, pending legislation, technology advancements, and learning from the challenges faced by other member agencies.

The 2022-2023 WEP annual dues of \$39,370 reflect a zero percent increase over last year. The detailed benefits of WEP membership are outlined below by category, including compliance or support with the specific BMP Requirement.

1. BMP Requirements

a. Public Outreach

- i. Provides regional water efficiency messages through multi-media venues (radio, television, newspaper, and website).
- ii. Coordinates partnerships with ACWA's *Save Our Water* campaign, the River Cats Sutter Health Park, the Sacramento Kings, and local events.
- iii. Produces outreach materials which are used by the District and other water agencies for consistent messaging.
- iv. Launches regional rebate program for water-wise landscaping at business and institutional properties.
- v. Provides a regional website *BeWaterSmart.info* as a resource for up-to-date drought information for each water agency, water efficiency tips, and regional rebate programs.

b. School Education – WEP complies with BMP requirement

- i. The *Be Water Smart News* supplement is funded by the WEP and co-sponsored by the Sacramento Bee to promote water efficiency education in schools.
- ii. In partnership with the WEP, the *Water Education Foundation* holds workshops for teachers on required water efficiency curriculum.

FUNDING

The annual RWA membership is funded 100% from the Water operations budget. A summary of requested funding is as follows:

General Membership	\$81,536
Water Efficiency Program	\$39,370
TOTAL FUNDING REQUESTED	\$120,906

BOARD OPTIONS

Option 1: Approve payments to Regional Water Authority in the not-to-exceed amounts of \$81,536 for general membership and \$39,370 for water efficiency program membership dues for total payment of \$120,906 for Regional Water Authority membership dues for fiscal year 2022-2023.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

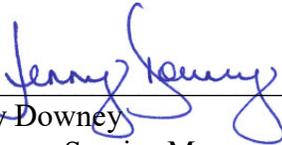
RECOMMENDATION

Option 1

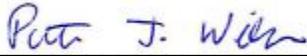
ATTACHMENTS

Attachment A: General Membership Invoice

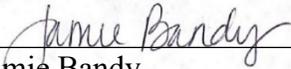
Attachment B: Water Efficiency Category 1 Program Membership Invoice



Jenny Downey
Customer Service Manager



Patrick Wilson
Drinking Water Operations Manager



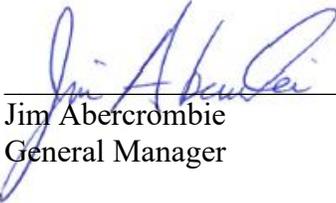
Jamie Bandy
Finance Director



Dan Corcoran
Operations Director



Brian Mueller
Engineering Director



Jim Abercrombie
General Manager

Attachment A
INVOICE

Regional Water Authority



5620 Birdcage Street, Ste. 180
Citrus Heights, CA 95610
Phone 916.967.7692 Fax 916.967.7322

4050.01
DATE: July 1, 2022
INVOICE # RWA 22-310

Bill To:

Jim Abercrombie
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

DESCRIPTION	AMOUNT
Regional Water Authority 2022-2023 Annual Dues	\$81,536.00
Payment due 30 days upon receipt	
TOTAL	\$ 81,536.00

Make checks payable to Regional Water Authority
If you have any questions concerning this invoice, contact Josette Reina-Luken, josette@rwah2o.org

THANK YOU FOR YOUR BUSINESS!

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider awarding a contract to CDW-G in the not-to-exceed amount of \$337,000 for purchase of data storage equipment and implementation services; authorize funding of \$317,000 for equipment purchases and \$20,000 for implementation services for a total funding request of \$337,000 for the Datacenter Storage Replacement, Project No. 22020.01; and approve an extended service contract with CDW-G through September 1, 2025 in the not-to-exceed amount of \$185,069.

PREVIOUS BOARD ACTION

November 8, 2021 – Board adopted the 2022-2026 CIP, subject to available funding.

July 23, 2018 – Board approved the data center storage replacement project.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3060 Contracts and Procurement
AR 3061.07 Piggyback Procurements

SUMMARY OF ISSUE

The District's primary data storage system has reached the end of its useful life and must be replaced. The proposed purchase of data storage equipment and implementation services, combined with extended support contract fees, total over \$520,000 and therefore requires Board approval.

BACKGROUND/DISCUSSION

The primary data storage system is one of the District's most critical Information Technology (IT) assets and integral to District operations. The current system securely holds about 160 terabytes of information and is distributed across two geographically distant and distinct data centers for data protection and to provide business continuity in the event of a disaster. The data contained in the system is accessed and updated by District employees and systems 24 hours a day, 7 days a week through a network of about 250 virtualized workstations, 180 virtual servers and 35 production databases that must remain reliable and performing optimally. The current system was installed in 2018, and while proven to be very reliable, has reached its end of useful life and must be replaced.

Data storage is a very competitive market with many potential solutions and architectures available. Staff researched potential solutions based upon the product's ability to integrate with existing District systems and provide the required levels of availability, security, and performance. Staff then evaluated the leading products in further detail to determine the optimal solution for current and anticipated District needs while also being cost effective to implement, maintain, and scale if necessary.

The proposed equipment purchase and extended service support piggybacks a competitively negotiated public agency contract solicited and awarded by Sourcewell. Sourcewell is a national public service agency providing cooperative purchasing solutions for Government and Education entities through a collaborative effort of public agencies to reduce procurement costs by leveraging group volume.

FUNDING

The requested funds would come from the Planned Information Network Infrastructure Replacement Program in the currently adopted 2022-2026 CIP, which contains this and several other IT infrastructure initiatives. Funding for the proposed project would be water rates 60% and wastewater rates 40%.

Operations Maintenance and Support – CDW-G

Staff recommends the purchase of a subscription-based extended service contract which is additive to the equipment purchase cost. The contract provides replacement of any failed hardware components, plus software updates and technical support of covered equipment. The service proactively upgrades critical product components every three years to sustain performance and eliminate the need for future storage system replacements. Staff estimates the proposed approach to data storage will ensure more optimal system performance over time plus save the District about 30% versus comparable data storage products that must be replaced approximately every four to five years.

Equipment maintenance and support is an operating expense and therefore not included in the requested CIP project funding. Staff recommends the Board authorize the purchase of the extended service contract via CDW-G for a term of three years through September 1, 2025, for a total contract award in the not-to-exceed amount of \$185,069.

BOARD OPTIONS

Option 1: Award a contract to CDW-G in the not-to-exceed amount of \$337,000 for purchase of data storage equipment and implementation services; authorize funding of \$317,000 for equipment purchases and \$20,000 for implementation services for a total funding request of \$337,000 for the Datacenter Storage Replacement, Project No. 22020.01; and approve an extended service contract with CDW-G through September 1, 2025 in the not-to-exceed amount of \$185,069.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

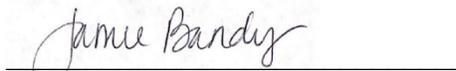
Option 1

ATTACHMENTS

Attachment A: CIP Worksheet


James Proctor
Information Technology Analyst II


Tim Ranstrom
Information Technology Director


Jamie Bandy
Finance Director


Elizabeth Leeper for
Brian Poulsen
General Counsel


Jim Abercrombie
General Manager

2022

CAPITAL IMPROVEMENT PLAN

Program:

General District

Project Number: PLANNED
Project Name: IT Network Infrastructure Replacement
Project Category: Reliability & Service Level Improvements

Priority: 2 **PM:** Eberhard **Board Approval:** 11/08/21

Project Description:

Ongoing program to ensure the reliability, security, and performance of mission critical networking and data processing technologies include:
- Local & Wide Area Networks (LANs/WANs): network equipment providing connectivity to facilities, servers, workstations, and other services
- Data Processing & Storage: cloud or on premise platforms providing shared computing, data storage and backup
- Access & Identity Management: enterprise software to manage, monitor and control access to computers, software, data, and services
- Network Security Systems: equipment and software designed to monitor, detect, and respond to a variety of cyber threats

Network infrastructure technologies evolve steadily and manufacturers will typically cease new feature development 3 to 5 years after the product was initially released and usually end all support and security fixes when the product reaches about 5 to 10 years of age. The program tracks technologies in use at the District and provides modern, efficient, flexible, scalable, and secure replacement solutions before current equipment, systems, or services lose manufacturer support and/or fail with potentially catastrophic results.

Basis for Priority:

Continued use of obsolete or failing technology causes operational inefficiencies at a minimum, and quite possibly increased risk of service interruptions, regulatory fines, data breach, or worse. Network infrastructure technologies typically have Internet access which exposes them regularly to a multitude of advanced persistent cyber threats. While access to the Internet can provide tremendous benefit, outdated or unpatched computer systems or software can become compromised in a matter of minutes.

Project Financial Summary:

Funded to Date:	\$ -	Expenditures through end of year:	\$ -
Spent to Date:	\$ -	2022 - 2026 Planned Expenditures:	\$ 1,830,000
Cash flow through end of year:	\$ -	Total Project Estimate:	\$ 1,830,000
Project Balance	\$ -	Additional Funding Required	\$ 1,830,000

Description of Work	Estimated Annual Expenditures					Total
	2022	2023	2024	2025	2026	
Network Upgrades	\$ 550,000	\$ 150,000				\$ 700,000
Data Processing & Storage Upgrades	\$ 580,000	\$ 300,000				\$ 880,000
Identity, Access & Security Upgrades	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
TOTAL	\$ 1,180,000	\$ 500,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 1,830,000

Estimated Funding Sources	Percentage	2022	Amount
Water Rates	60%		\$708,000
Wastewater Rates	40%		\$472,000
Total	100%		\$1,180,000

Funding Comments:

EL DORADO IRRIGATION DISTRICT

SUBJECT: Status update on 2022 water supplies.

PREVIOUS BOARD ACTION

The Board periodically receives updates regarding the status of District water supplies and hydrologic, regulatory, and legal constraints to fully exercising these rights and entitlements.

June 28, 2021 – Board adopted Resolution No. 2021-009 declaring a drought emergency and a Stage 1 Water Alert District-wide, authorized the General Manager, subject to subsequent Board ratification, to declare a Stage 4 Water Emergency for Outingdale customers when necessary. The Board has ratified Resolution No. 2021-009 at every Board meeting since the adoption.

July 26, 2021 – Board ratified General Manager’s declaration of a Stage 4 Water Emergency for the Outingdale Water System.

October 25, 2021 – Board ratified Resolution No. 2021-009 to maintain a drought emergency and declared a return to a Stage 1 Water Alert for Outingdale customers.

May 23, 2022 – Board adopted Resolution No. 2022-019 to renew and update the drought emergency declaration and reaffirm a Stage 1 Water Alert requesting up to 15 percent voluntary conservation.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 5010 Water Supply Management
BP 5030 Water Conservation
BP 5040 Drought Preparedness and Climate Variability
BP 5050 Watershed Management

SUMMARY OF ISSUE

After filling all Project 184 reservoirs, typical annual drawdown has begun as the District generates hydroelectric power from reservoir storage to offset Project 184 operational costs to meet consumptive water demands. Jenkinson Lake end of season carryover is trending higher than previously forecasted due to customer conservation and ongoing inflow through Camp Creek Tunnel. The water right curtailments implemented by the State Water Resources Control Board (SWRCB) have not impacted District operations, and the District remains well positioned to meet 2022 customer demands while also preparing for continued dry conditions during 2023 if necessary. Nevertheless, overall demands remain lower than 2021 signaling continued customer conservation and drought awareness.

BACKGROUND/DISCUSSION

Reservoir Management

The District was successful in filling all Project 184 reservoirs this year due to favorable conditions during late spring. Only minimum releases are planned for Weber Reservoir during 2022, unless stored water is utilized for water transfer. Approximately 4-5 cubic feet per second (cfs) continues to flow into Jenkinson Lake, which, combined with steady customer conservation

over the past several months, has increased Jenkinson Lake carryover storage projections by nearly 1,000 acre-feet (AF).

Prevailing Weather Patterns

After a series of thunderstorms during June that boosted Project 184 reservoir inflows, July has been relatively quiet and there is no significant thunderstorm activity in the near-term forecast. Therefore, Project 184 reservoirs are now experiencing the traditional seasonal drawdown. The latest long-term climatic forecast issued by the National Oceanic and Atmospheric Administration Climate Prediction Center on July 14, 2022 continues to indicate an increased probability of weak La Nina conditions through the rest of 2022, but is now showing increased chance of average eastern equatorial Pacific Ocean temperatures during spring of 2023. This, in turn, increases the chances of more typical precipitation patterns during the first half of 2023. While the latest forecast is encouraging, it is important to remember this is only a forecast and it is predicting prevailing weather conditions six months from now. Nevertheless, this is positive news.

Recent Demand Trends

Conscious conservation efforts from our customers continue. Despite periods of significant heat, during July customer demand was 15% less than 2021 and 10% less than 2020. Given the District is observing a steady conservation trend from our customers, late summer and fall demand projections have been reduced, which in return has increased carryover projections at Jenkinson Lake over the 23,800 AF target to approximately 24,750 AF before annual precipitation returns and reservoir storage once again increases.

Folsom Reservoir Operations

As predicted, after reaching 90% capacity during early June, Folsom Reservoir has experienced a marked decline in storage over the past two months and, considering current releases, is anticipated to be approximately 55% capacity at the time of the Board meeting. There is indication the Bureau of Reclamation (Reclamation) may reduce releases as it works to meet its Delta outflow requirements, but staff are planning for low reservoir elevations heading into the fall. Staff still plans to rely solely on local supplies provided by Permit 21112, and pre-1914 ditch rights if needed, to meet water supply needs at the Folsom Reservoir diversion during 2022.

Water Right Curtailments

On July 7, 2022, the SWRCB implemented its next round of water right curtailments that affected the District's water rights portfolio. The licensed water rights for Weber Reservoir and permitted rights for Permit 21112 were both curtailed. The District continues to exercise its pre-1914 water rights for Project 184 and, given current hydrologic conditions, there was no material impact to the District's operations as a result of these curtailments. Staff continues to check the SWRCB website daily for any further curtailments.

Drought Outreach

EID staff remain committed to communicating the challenges associated with the continued State-wide drought conditions compared to improved local supply conditions. Staff continues its outreach efforts to our community through a variety of means, including the District's bimonthly Waterfront newsletter and information placed in local newspapers. Also, the District sent a letter to all Commercial, Industrial and Institutional customers notifying them of the non-functional turf irrigation ban contained in the new SWRCB drought regulation. In the recent July/August 2022 Waterfront EID featured irrigation awareness and resources. Information is regularly shared to the EID social media channels, including Waterfront articles and localized information like turning irrigation systems off during and for 48 hours following recent rains. Regional

drought messaging is also shared across channels to maintain customer information about not only ways to reduce water usage, but also awareness of region-wide water supply issues. Communications staff implemented a targeted social campaign relating to “smart irrigation” throughout the month of July on the District website, Facebook, Twitter, and Nextdoor to inform our customers and community members about how to most efficiently use water outdoors.

BOARD OPTIONS

None – Information only.

RECOMMENDATION

None – Information only.

ATTACHMENTS

None



Dan Corcoran
Operations Director

 for

Jesse Saich
Communications and Media Relations Manager

 for

Brian Mueller
Engineering Director

 for

Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

2022 WATER SUPPLY UPDATE



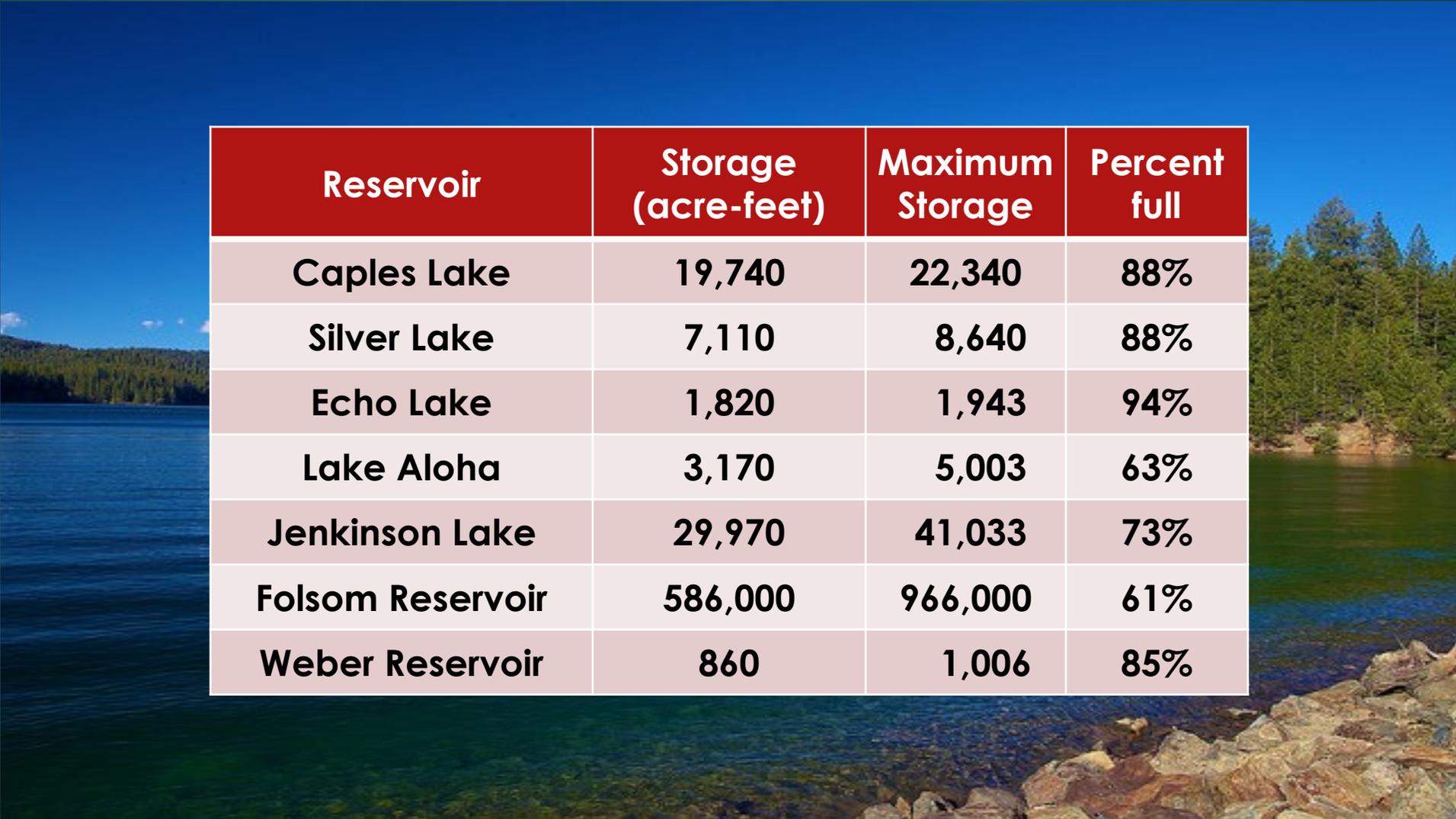
August 8, 2022

SUMMARY OF ISSUE

- ▶ **Project 184 reservoirs filled and now drawing down**
- ▶ **Jenkinson Lake end of season carryover trending higher**
 - ▶ Customer conservation
 - ▶ Camp Creek Tunnel inflow
- ▶ **Additional State Water Resources Control Board (SWRCB) curtailments**
 - ▶ No impact to District operations
- ▶ **District remains well positioned to meet 2022 customer demands**
 - ▶ Ready for continued dry conditions during 2023 if necessary

RESERVOIR STORAGE (AUGUST 2)

3

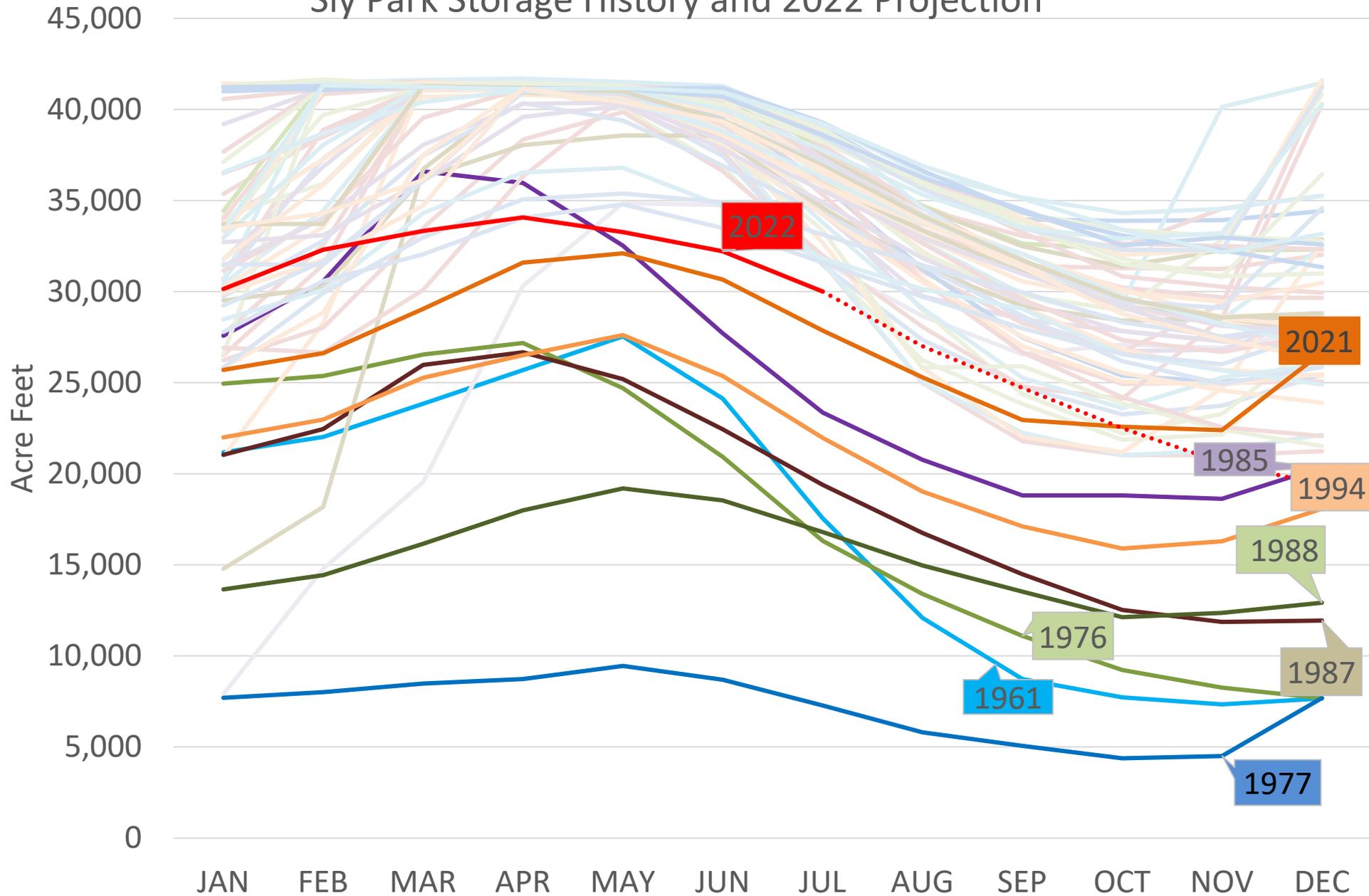


Reservoir	Storage (acre-feet)	Maximum Storage	Percent full
Caples Lake	19,740	22,340	88%
Silver Lake	7,110	8,640	88%
Echo Lake	1,820	1,943	94%
Lake Aloha	3,170	5,003	63%
Jenkinson Lake	29,970	41,033	73%
Folsom Reservoir	586,000	966,000	61%
Weber Reservoir	860	1,006	85%

RESERVOIR MANAGEMENT

- ▶ All Project 184 reservoirs filled
- ▶ Jenkinson Lake carryover storage projections increased by nearly 1,000 acre-feet (AF)
 - ▶ 4-5 cubic feet per second (cfs) through Camp Creek Tunnel
- ▶ Only minimum releases will be provided from Weber Reservoir

Sly Park Storage History and 2022 Projection

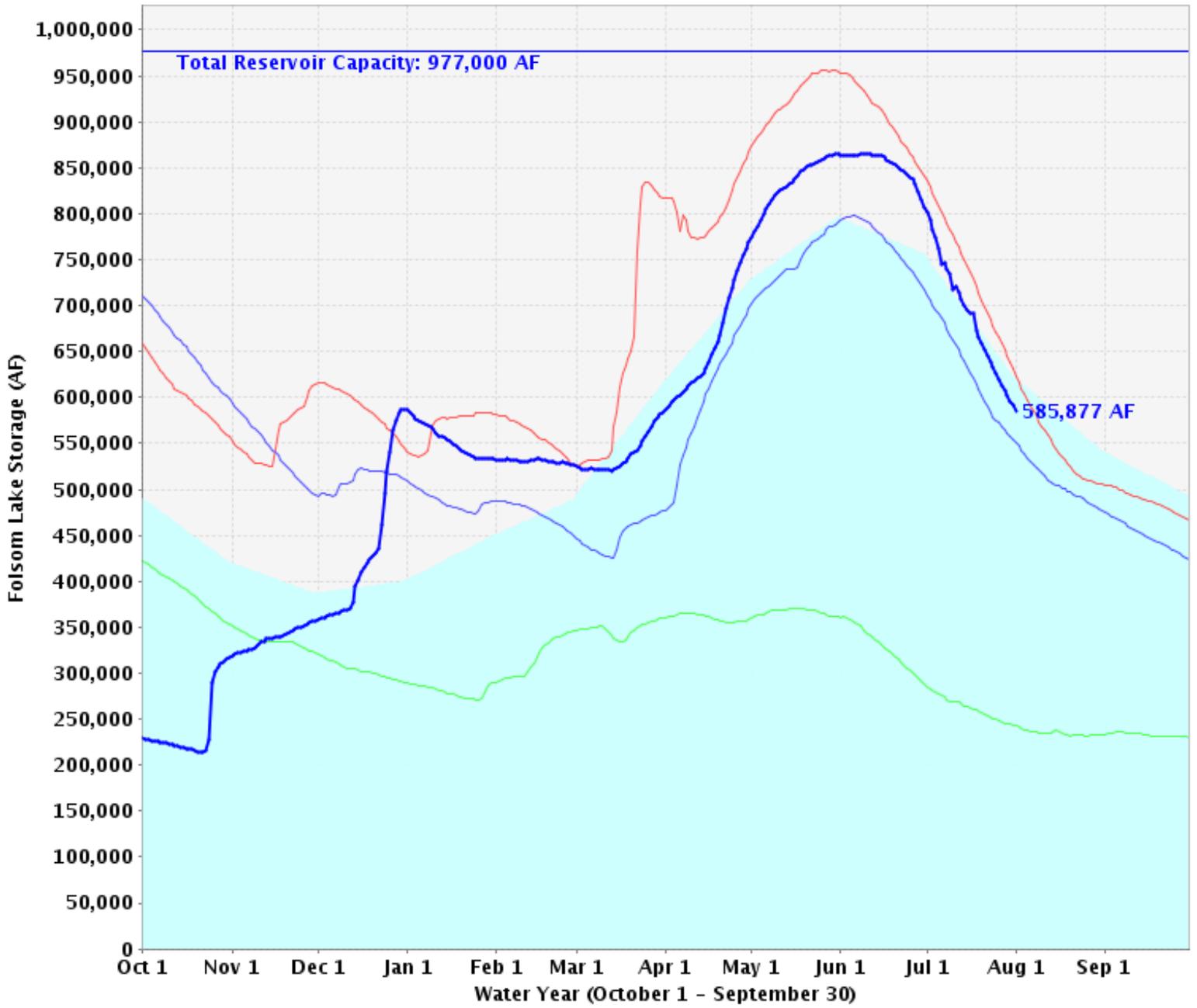


FOLSOM RESERVOIR OPERATIONS

6

- ▶ **90% capacity during early June**
- ▶ **Marked decline over past two months**
 - ▶ **Anticipating approximately 55% capacity by early August**
 - ▶ **Delta outflow requirements**
- ▶ **Staff planning for low reservoir elevations heading into fall**
- ▶ **Use only local supplies provided by Permit 21112**

Folsom Lake Storage Levels

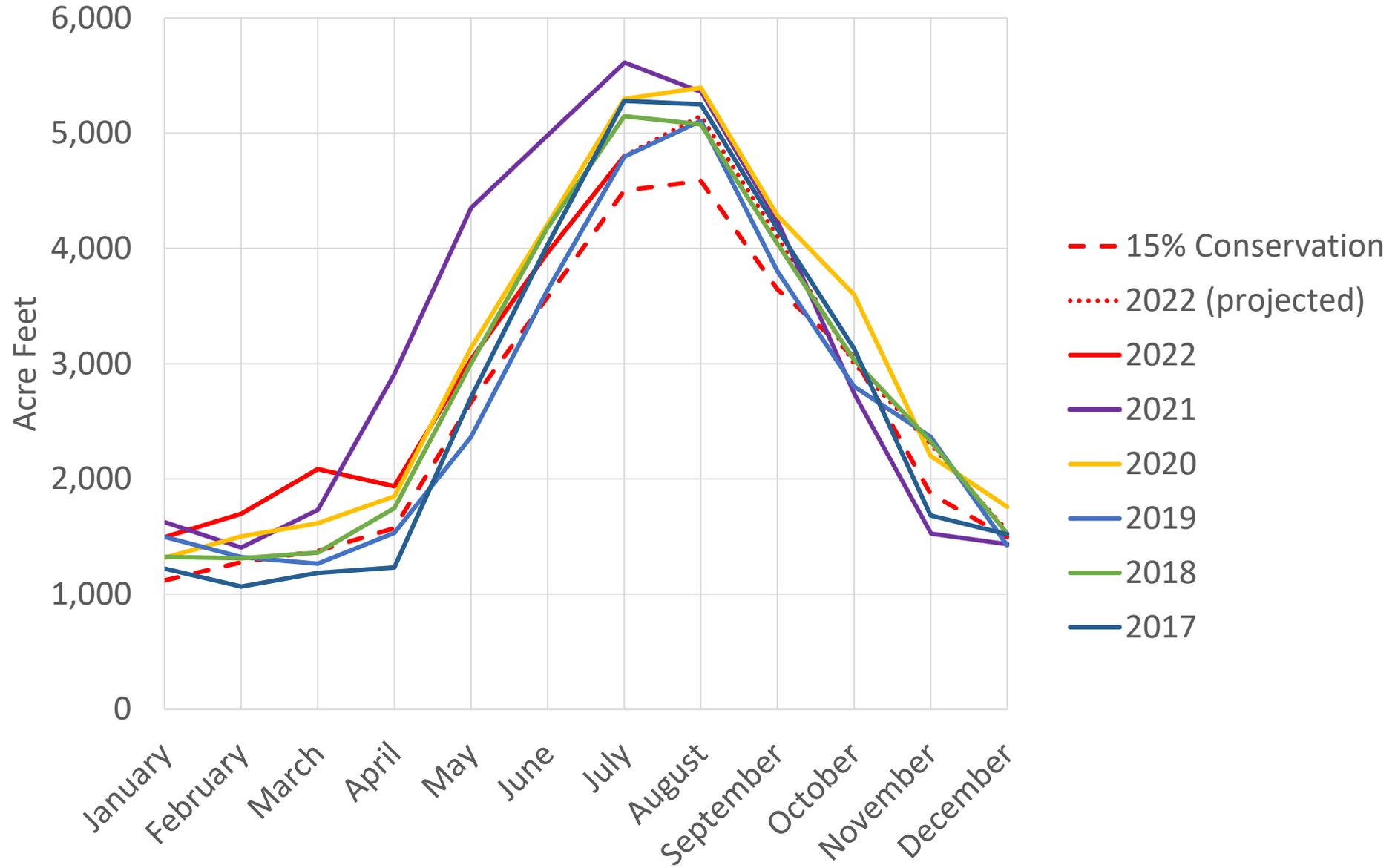


Historical Average — Total Reservoir Capacity — 2017-2018 — 2019-2020 — 2020-2021 — 2021-2022(current)

RECENT DEMAND TRENDS

- ▶ **Conscious conservation efforts from our customers continue**
- ▶ **Despite periods of significant heat demand lowest since 2019**
 - ▶ **15% less than 2021**
 - ▶ **10% less than 2020**
- ▶ **Late summer and fall demand projections decreased due to consistent conservation**
 - ▶ **Updated carryover Jenkinson Lake projection now 24,750AF (60%)**

Monthly Demand 2018-2022



WATER RIGHT CURTAILMENTS

10

- ▶ **July 7, 2022 – SWRCB curtailed Weber Reservoir and Permit 21112**
- ▶ **No material impact to District operations from curtailments**
- ▶ **District continues to exercise its pre-1914 water rights for Project 184 and Camp Creek**

PREVAILING WEATHER PATTERNS

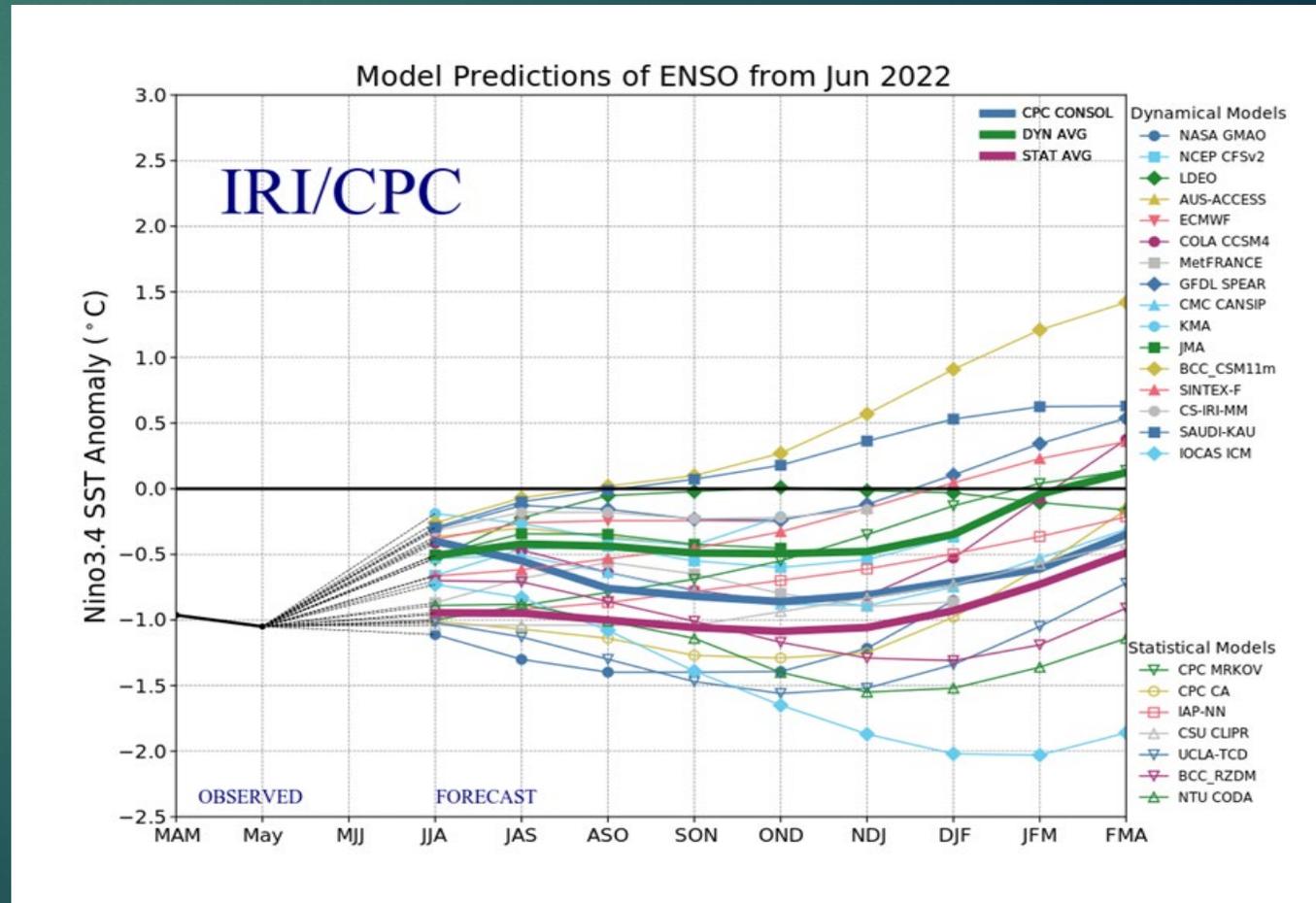
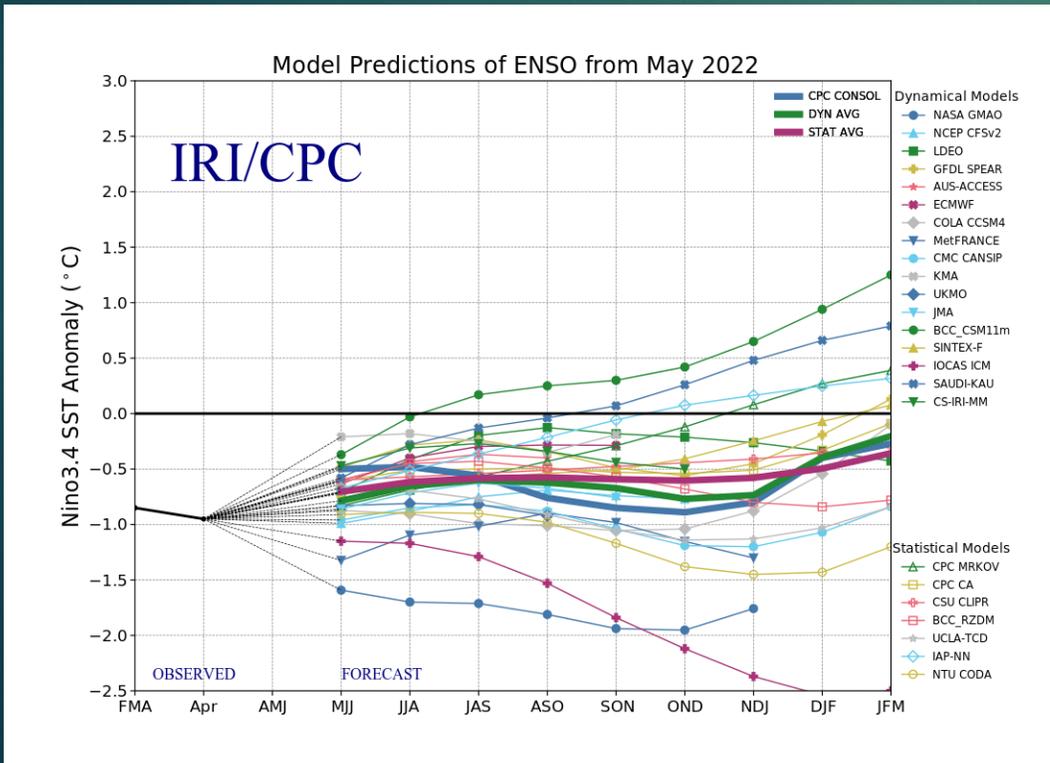
11

- ▶ No significant thunderstorm activity during July
- ▶ National Oceanic and Atmospheric Administration Climate Prediction Center forecast
 - ▶ Increased probability of weak La Nina conditions through 2022
 - ▶ Increased chance of more typical precipitation patterns during first half of 2023

LONG-TERM FORECASTING

12

- ▶ National Weather Service's Climate Prediction Center (CPC)
- ▶ Continued La Niña conditions Fall/Winter 2022



DROUGHT OUTREACH

13

- ▶ Outreach efforts continue, including the District's bimonthly Waterfront newsletter and information placed in local newspapers
- ▶ July/August 2022 Waterfront - irrigation awareness
- ▶ July - targeted social campaign relating to "smart irrigation" throughout the month
 - ▶ District website, Facebook, Twitter, and Nextdoor
 - ▶ How to most efficiently use water outdoors

QUESTIONS?

EL DORADO IRRIGATION DISTRICT

SUBJECT: Key Performance Indicators and Goals update.

PREVIOUS BOARD ACTIONS

The General Manager reviews the Key Performance Indicators and Goals report annually.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 12020 Duties and Powers

BP 0030 Accountability

SUMMARY OF ISSUE

The Key Performance Indicators and Goals report was initially developed in 2010 to track many strategic initiatives. It was subsequently expanded to include performance indicators that are used to track improvement or benchmark with other similar utilities to measure the District's performance against industry standards.

BACKGROUND/DISCUSSION

In 2021, the District achieved excellent financial performance, customer satisfaction ratings, and made significant progress on its 2020–2025 goals. However, warning signs continue to appear in the trends and measurements of the District's performance in service reliability. One of the Board's priorities in 2021 was to replace aging assets in order to improve utility infrastructure reliability, specifically water service line replacement, while balancing pay-as-you-go projects with debt issuance to fund needed capital replacement projects and maintain sound financial planning for long-term infrastructure reinvestment needs.

100% Safety

The District continues to maintain high standards of employee safety training, practices and performance. Safety-related incidents remained low in 2021, with four lost-time injuries (LT), 11 injuries requiring medical attention (IRMAs), and 15 avoidable vehicle accidents. These statistics are comparable to previous years. One of the four LT's was COVID-19 related. Nonetheless, the low number of incidents reflects an ongoing excellent industrial safety record of staff. On August 4, 2022, the District will have achieved one year with zero lost time injuries.

It is also important to highlight the District's 2021 (July 2020–July 2021) annual workers' compensation insurance premium, which hit a record low of \$234,698. The insurance premium is down from \$1.9 million in 2003. The ongoing, year-over-year annual savings achieved by the District on insurance premiums is a direct result of employees working safely. The year 2021 marks the third year in a row the District has achieved a record low premium—no small accomplishment. It is anticipated that the District will once again receive the "President's Special Recognition Award" from the Association of California Water Agencies/Joint Powers Insurance Agency (ACWA/JPIA) as we continue to be among the best rated agencies within ACWA/JPIA's pool of insured members.

The Key Performance Indicators for public health and safety track the number of regulatory violations in the water, wastewater and hydroelectric systems. In 2021, the District did not have any regulatory violations, illustrating staff's commitment to providing high quality services and the District's Guiding Principle of 100% safety.

Respect for the Individual

The District prides itself on establishing and maintaining a positive and respectful work environment. Every few years, the District conducts employee surveys which seek to measure the work environment. The results of a 2019 survey indicated high satisfaction levels with internal human resources services. Based upon a 2017 employee engagement survey, 99% of employees know the District's mission statement and four guiding principles, 88% agreed that they received the safety and skill training they need to be successful in their job, and 73% are satisfied or very satisfied to be working at the District. The next employee engagement survey will be conducted in 2022.

Excellent Customer Service

The District regularly conducts customer satisfaction surveys every two years and the results continue to be positive. Overall in 2021, 91% of customers were satisfied or very satisfied with the District's service. They rate phone service at 97% satisfied or very satisfied and field service at 96% satisfied or very satisfied. We continue to expand services on the District's website and have expanded email notification and online bill pay opportunities. Currently, 60% of customers are using the District's online bill payment feature, and as of December 31, 2020, 91% of customers either receive information from the District via email, or have expressly opted not to do so. We have used this email database to tell the District's story on project status, budgeting and even legislative activity affecting their services. The database has also been vital for EID's communications effort during emergencies like the Caldor Fire.

Excellent customer service also requires a robust and varied communications and public outreach component. In order to better serve our customers and community, the District endeavors to create trustworthy, transparent communications about the projects and services our customers depend upon. The District pursues this goal by utilizing a range of growing platforms and communications methodologies to inform, educate and serve District ratepayers. By tracking Key Performance Indicators associated with website usage and social media engagement and reach, the District can continuously tailor its messaging to increase its impact on our customers and community. The District also expanded the use of Facebook and Nextdoor to communicate with our customers and continues to increase engagement on its YouTube channel.

Service Reliability

To quantify the reliability of the District's water and wastewater services, the District tracks the number, duration, and rate of water outages and line breaks, and the rate of sanitary sewer overflows (SSOs), and compares each to industry benchmarks. Using the most recent 2021 American Water Works Association (AWWA) benchmark, it is apparent that the District is performing well below industry medians (mostly in the bottom quartile nationally, and even lower in the western region) in the number of short- and medium-duration outages, as well as the number of breaks per 100 miles of pipe. System losses also remain stubbornly high, however the new Main Ditch pipeline completed in 2022 eliminated a large contributor to overall water losses. Overall, water system reliability remains below industry standards. Continued, sustained investment in the Capital Improvement Plan (CIP) will help the District gradually close the gap.

In the wastewater system, the rate of SSOs remains within industry standards. This rating was achieved thanks to the extensive preventative maintenance on 700 miles of sewer lines utilizing hydro-cleaning, chemical root treatments, and camera inspections designed to proactively monitor for signs of pipeline failures. However, like the water system, the wastewater system is aging and continued capital investments are needed to replace these assets before they fail.

It is important to note industry standards and regulatory standards are not necessarily synonymous. Industry standards are considered either industry average or industry best practice targets, depending on the benchmark, while regulatory standards are legal requirements that must be met to avoid civil or administrative liability. The District could face significant monetary penalties and costly mandated facility upgrades if it is unable to consistently meet regulatory standards, even while meeting industry standards overall. Therefore, it remains staff's objective to prioritize aging infrastructure rehabilitations or replacements in advance of such situations to avoid unnecessary emergency expenditures by the District.

The service reliability metrics indicate that improvement is needed, particularly on the water side. To improve results, the District will have to invest significant capital funds into pipeline and asset replacements. The Board approved the 2022–2026 CIP which includes a five-year total of \$25.7 million for service line replacement and \$21.5 million for water line replacements, not including the important Main Ditch piping project that was just completed earlier this spring. To put these figures in perspective, the District has nearly 1,300 miles of drinking water pipelines with an average service life of 80 years and many of those lines are over a half century old. Therefore, the desired rate of replacement would be about 16 miles each year—approximately 10 times the rate programmed into the current CIP.

Recent efforts to replace sewer force mains have improved the overall picture for the wastewater side of the business, and similar levels of collection line replacement are needed to avoid increased SSOs and interruptions of wastewater service.

The District continues to make good progress in carrying out our CIP. Over the past several years, the District has met the overall goal for CIP expenditures, averaging 88% of planned expenditures to ensure the District continues to reinvest in replacement of aging assets, maintain reliability and address regulatory mandates and safety. Recent achievements have been made on several large projects, including completion of the Folsom Lake Intake, Outingdale Water Intake Replacement, and Upper Main Ditch piping project. The Caldor Fire required the emergency replacement of four flume sections. The District has also completed most of the capital intensive requirements of our Federal Energy Regulatory Commission (FERC) license conditions with the recent completion of the Caples and Silver Lake campgrounds, Caples Spillway channel improvements and Pacific Crest Trail Bridge. Finally, and equally important to reliability, is the automation and replacement of various electronic infrastructure that control our water and wastewater treatment plants and sewer lift stations to maximize the efficiency of District operations and decrease the potential for service interruptions.

The District was successful in securing State and Federal grant funding for some of these projects, including \$10.75 million to replace the Sly Park Intertie, \$7.1 million for the Folsom Lake Intake, \$1.8 million for backup generators at water pump stations and sewer lift stations, \$1 million for the Upper Main Ditch pipeline, \$1 million for the Easy Street water line replacement, and \$160,000 for the Outingdale pump station. Staff is currently seeking additional grant funding for flume replacement and hazard fuel reduction projects to protect our water conveyance system from the effects of wildfire.

Given the ongoing need to replace aging infrastructure, staff continues to respond to Pacific Gas and Electric (PG&E) Public Safety Power Shutdown (PSPS) events, which have the potential to disrupt service to large portions of District customers during high fire threat periods. In addition to PSPS, PG&E has implemented a new Enhanced Powerline Safety Settings (EPSS) program during 2022 following a pilot trial in 2021. The EPSS program, which disables circuit reclosers intended to minimize service outages, and requires PG&E staff to fully inspect the affected portion of the circuit prior to re-energizing. This, in turn, can result in extended outages of some EID service connections, particularly when multiple circuits are affected concurrently and PG&E inspection resources are limited. The greatest challenge with this new program is the fact that, based upon the nature of the program, there is no advanced notice of outages so the District is unable to deploy staffing and/or resources prior to the outage to mitigate the impact. Thus, while the EPSS program has the beneficial impact of reducing wildfire risk and potentially reducing the scale and frequency of PSPS events, it presents a new challenge for the District.

To help guard against the impacts of the PSPS and EPSS programs, the Board has invested in significant additional backup generator capability. Today, staff can deploy and maintain a fleet of up to 196 generators including nine large portable and 79 stationary generators providing emergency power to critical District water, wastewater and hydro facilities. Additionally, the District can deploy 110 small portable generators to power monitoring equipment during each PSPS or EPSS event or other power outages such as rolling blackouts or winter storms. The additional generators that will eventually be installed through the previously mentioned \$1.8 million FEMA grant will further support ongoing operations during these challenging conditions.

Fiscal Responsibility—Operating and Personnel Expenses

In 2010, the District's total operating expenses, net of depreciation and Other Post-Employment Benefits (OPEB) non-cash accrual, were approximately \$38.6 million. Of that total, \$24.29 million (63%) were attributable to personnel expenses. The total operating expenses for 2021 are \$52.2 million, an increase of 35.2% over that 11-year period, and the total personnel expenses are \$26.4 million, net of capitalized labor, an 11-year increase of 8.6% or 0.8% annually.

The compound average growth rate in operating expenses increased 3.1% during this period. The increase was related to the increased employer California Public Employees' Retirement System (CalPERS) costs required by the State to close the gap, over time, of the unfunded pension liability and increases in cost of materials as the economy has surged.

The compound average growth rate in personnel expenses increased 0.8% per year during this period and has been achieved in the face of sharp, ongoing increases in employee pension and medical insurance rates.

- Beginning in 2008 and continuing through 2021, the District has reduced and maintained staffing levels from 310 to 226.5. Annual salaries in 2008 and 2021 totaled \$21,772,200 and \$21,352,513, respectively.

The controlled growth of the District's operating expenses and personnel expenses demonstrate its ongoing success in meeting the guiding principle of fiscal responsibility.

Fiscal Responsibility—Rate Comparability

Comparing the District average water bill to neighboring utilities, the District's average water bill was \$128.21 compared to area average \$151.73. Additionally, the average wastewater bill for EID was \$133.98, down from \$140.77 in 2020 and well below similar agencies.

Fiscal Responsibility—Indebtedness

The face value of the District’s debt peaked at \$392.2 million in 2009. That amount decreased every year through the end of 2019 when the face value of debt was \$280 million—a reduction of \$112.2 million (21%) over the ten-year period. In 2020, the District refinanced much of its outstanding debt and issued new debt with a face value of \$61.1 million. Because of a bond premium of \$14.2 million, the net proceeds of the 2020 debt issuance were \$75.3 million. The new debt was issued to continue the District’s capital replacement program and fund large capital improvement projects such as the Folsom Lake intake, flume replacement and Upper Main Ditch piping. The face value of outstanding debt on December 31, 2021 was \$339.1 million. The District’s refinanced debt in 2020 provided a net present value savings of \$16.9 million. The District’s Total Debt to Total Net Capital Assets is 42%, which Standard & Poor’s rates as “strong” for US water and sewer utility enterprises.

Moody’s and Standard & Poor’s credit ratings of the District are AA- and Aa3 credit rating tier, respectively, and were reaffirmed as part of the major refinance transactions in 2021. The high credit ratings lowered the District’s true interest costs by increasing the premiums at which the bonds sold. This saved additional money by allowing the District to forego municipal bond insurance to enhance the bonds’ ratings and reduce the premiums.

Business Practices

Over the last several years, the District has pursued two significant water supply accomplishments. First, the District executed a long-term Warren Act Contract in 2016 to authorize the withdrawal of the District’s Permit 21112 water supplies provided by the operation of Project 184 downstream at Folsom Reservoir. Beginning in 2019, staff began working on a project to add multiple upstream points of diversion for this water right that will maximize the benefit of this water supply by allowing the District to use it throughout the entirety of the District’s service area.

Second, on January 11, 2021, the District Board of Directors authorized the conversion of the District’s existing Long-Term Central Valley Project Water Service Contract, No. 14-06-200-1357A-LTR1-P, pursuant to the Water Infrastructure Improvements for the Nation Act. This contract will remain in place for perpetuity, making permanent an important water supply for the District’s western service area.

The District continues to make steady progress toward another identified goal in succession planning, however much work remains. The recent and pending loss of experienced staff and institutional knowledge is a significant risk to District operations with up to half of the District’s current staff eligible to retire over the next five years. The risk is spread across all levels and departments of the organization. Departments are working collaboratively to develop and share promising talent through training and internal promotional opportunities, capture and preserve valuable institutional knowledge in systems and software databases, enhance functional and best practices training, improve decision support data and resources, automate and optimize workflows when the opportunities arise and other steps while the District continues to accept retirements and fill vacancies.

Ongoing progress and improvements are being made in the District’s Information Technology (IT) investments. Significant upgrades to the Geographic Information System (GIS) now enable staff in the field to access and make redline updates to system maps and asset data on mobile devices without the need for wireless network access. Major upgrades are in progress to enhance the reliability, security, functionality, and performance of the District’s Supervisory Control and Data Acquisition (SCADA) system which controls and monitors water and wastewater treatment

and delivery processes. Efforts to upgrade the aging and mission-critical Hansen software application supporting customer service, utility billing, new development, permitting and asset management and maintenance functions are well underway. The integration will further transform and optimize District operations in many ways, including significantly enhancing mobile capabilities for field staff, automating tasks, speeding service delivery, capturing institutional knowledge, plus improving asset, maintenance, and performance management programs and more. In order to ensure project success while also sustaining District operations, the District dedicated a core team of experienced system integrators and critical cross-functional staff to the project, and temporarily backfilled portions of the core team members' duties with temporary job assignments and limited term employees.

2022–2026 Goals

Staff will continue to pursue additional points of diversion for Permit 21112 water supplies to efficiently utilize existing water rights, and will continue efforts to obtain additional drought-year water supplies to improve our resiliency.

The District must be engaged in the new and upcoming conservation regulations and how the potential for mandated conservation will impact future rates. Additionally, staff will strive to reduce water losses to meet new water efficiency standards.

The District will continue to focus on increasing non-rate revenues, including surplus property sales and water transfer opportunities such as the planned transfer of up to 2,550 Acre Feet (AF) of water during 2022 not needed by District customers.

The District will need to continue to optimize the capital replacement of the District's aging infrastructure and manage replacement funding through pay-as-you-go projects and long-term low-interest debt financing. In the next five to 10 years, there will be a continued need to finance additional major infrastructure projects. The 2022–2026 CIP includes infrastructure spending of \$238 million. This includes continued flume replacement and the Sly Park Intertie replacement to strengthen water system reliability, water line and sewer line replacement, and other projects to replace or upgrade storage tanks, pressure reducing stations and pump stations. Also looming within the 10-year horizon is the replacement of Silver Lake dam to address dam safety mandates. These endeavors are key to the long-term reliability and rate stability for District ratepayers.

Also, the District plans to update the new developer hookup fees (Facility Capacity Charges) in 2023 following completion of an update to the District's water master plan that identifies future infrastructure needs to serve new connections.

Staff will continue to negotiate a voluntary settlement to the State Water Resources Control Board (SWRCB) Phase 2 Bay-Delta Water Quality Control Plan Update. The SWRCB has proposed to implement an "unimpaired flow" requirement in all Bay-Delta tributaries, including the American River from which the District obtains much of its water supplies. Such a requirement would restrict the District's ability to divert water for its customers as it has historically done. District staff are working with regional partners, such as Placer County Water Agency and the many water agencies in the greater Sacramento region to negotiate a voluntary settlement agreement that will avoid the imposition of "unimpaired flow" restrictions in place of voluntary measures that will meet the objectives of the Bay-Delta Water Quality Control Plan Update.

The Key Performance Indicators and Goals report advances the District’s mission and values, as well as our Guiding Principles. It is the foundation for high-priority, districtwide goals and performance assessment, and is used to assign departmental responsibilities and tasks to meet designated targets and timelines. As a living, working document, it also forms the basis of performance evaluations for all District employees, including the General Manager and General Counsel. Accomplishing these goals will help ensure continued success for the District and its ratepayers.

BOARD OPTIONS

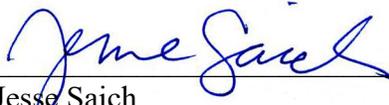
None – Information only.

RECOMMENDATION

None – Information only

ATTACHMENTS

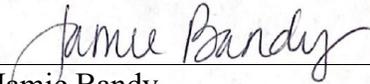
Attachment A: Key Performance Indicators and Goals summary



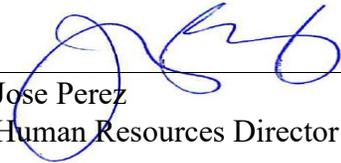
Jesse Saich
Communications and Media Relations Manager



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Engineering Director



Jamie Bandy
Finance Director



Jose Perez
Human Resources Director



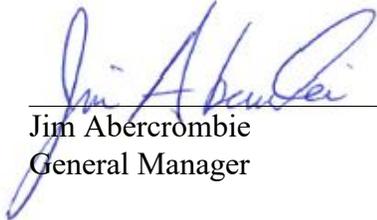
Tim Ranstrom
Information Technology Director



Dan Corcoran
Operations Director



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

El Dorado Irrigation District



Key Performance Indicators and Goals

Mission Statement

We are a public agency dedicated to providing high quality water, wastewater treatment, recycled water, hydropower and recreation services in an environmentally and fiscally responsible manner.

Guiding Principles

100% Safety

Respect for the Individual

Excellent Customer Service

Fiscal Responsibility

100% Safety

Employee					
Key Performance Indicators	Target	Results 2018	Results 2019	Results 2020	Results 2021
Lost-time injuries (LT)	0	3	3	6 ¹	4 ²
Injuries Requiring Medical Attention (IRMA) ³	0	3	8	4	11
Avoidable Accidents (AA)	0	14	11	15	15
Safety training	100%	99.9%	99.5%	99.9%	99.4%
Other required training	100%	100%	99.9%	100%	100%

¹Four of six recordable cases were COVID-19 related

²One of four recordable cases were COVID-19 related

³Includes OSHA non-recordable incidences

100% Safety

Fiscal Responsibility

Key Performance Indicators	Target	Results 2019 ³	Results 2020 ³	Results 2021 ³
Control Annual Workers' Compensation Premiums ¹	<1.0% Experience Modification Rating ²	0.59%	0.59%	0.59%

¹The District maintains workers' compensation insurance coverage, as required by the State, from the Association of California Water Agencies/ Joint Powers Insurance Authority (AWCA/JPIA)

²The Experience Modification Rating (EMR) is a metric that insurers use to calculate workers' compensation premiums; it takes into account the number of claims (work related injuries/illnesses) a company has had in the past and the corresponding costs. An EMR of 1.0% is the benchmark average, therefore if the EMR is lower than average (e.g., less than 1.0%) then the workers' compensation insurance premium will be lower than average. An EMR greater than 1.0% will result in higher than average premium.

³For the last three years, the District has maintained a record low EMR of 0.59%. The 2021 annual workers' compensation premium for the District was \$234,698; by comparison, the highest workers' compensation insurance premium paid by the District was in 2003 (\$1,937,393) resulting from an EMR of 1.74%.

100% Safety

Public - Meet all Health and Safety Standards

Regulatory Violations

Key Performance Indicators	Target	Results 2018	Results 2019	Results 2020	Results 2021
Water	0	0	0	0	0
Wastewater	0	1	7 ¹	1 ²	0
Hydro	0	0	0	1 ³	0

¹Biological regrowth in Deer Creek Wastewater Treatment Plant (WWTP) ultraviolet disinfection channel (all violations were associated with a single event)

²Pipeline leak resulted in chemical release increasing the pH at the El Dorado Hills WWTP

³Under release from Echo Lake

Respect for the Individual

Employee			
Key Performance Indicators	Target	Results 2017	Results 2020
District employee engagement survey	Bi-annual	Completed 2017; 73% very satisfied or satisfied; Next survey planned 1 st Qtr. 2020	Delayed; Next survey planned for 3 rd Qtr. 2022
Labor Management Committee (LMC)	Monthly meetings; Evaluate success in employee survey	Completed 2017; 73% agree or strongly agree	Delayed; Next survey planned for 3 rd Qtr. 2022

Excellent Customer Service

Customer Satisfaction Survey¹

Key Performance Indicators	Target	Results 2017	Results 2019	Results 2021
Overall	Greater than 90%	89%	90%	91%
Phone	Greater than 90%	95%	96%	97%
Field	Greater than 90%	96%	96%	96%
Reasonableness of water rates	Greater than 80%	61%	61%	61%
Reasonableness of wastewater rates	Greater than 60%	45%	51%	51%

¹Survey performed bi-annually - Next survey is scheduled to begin March 2023

Excellent Customer Service

Customer Engagement

Key Performance Indicators	Target	Results 2019	Results 2020	Results 2021
Online bill pay customers	Trend	59%	62%	68%
Customers with email addresses	Trend	87%	90%	91%

Excellent Customer Service

Customer Engagement

Key Performance Indicators	Target	Results 2019	Results 2020	Results 2021
District website visitors	Trend	373,449	520,966	432,049
District website eNews subscribers	Trend	1,392	2,504	2,738
District website email notifications	Trend	101,810	143,446	162,087
Facebook Post: Engagement ¹	>2%	---	---	4%
Facebook: Reach ²	Trend	---	---	147,672
Facebook: Impressions ³	Trend	---	---	160,922
Nextdoor: Impressions ⁴	Trend	---	---	205,723

¹Percentage derived from the number of people a post reaches who then like, comment, share or click (engagement) on the post, divided by the total reach of the post

²Number of people who saw any content from a Facebook page or about the page

³Number of times any content from the page or about the page entered a person's screen

⁴Number of residents who viewed a post, the number of opens of email notifications that are sent, and number of clicks on a post

Excellent Customer Service

Service Reliability

Key Performance Indicators	Target ¹	Results 2020	Results 2021
Number of unplanned water outages per 1,000 accounts			
Less than 4 hours	0.27 top 0.69 median 1.48 bottom	7.38 outages (288 outages)	8.43 outages (329 outages)
4 to 12 hours	0.05 top 0.30 median 0.96 bottom	3.28 outages (128 outages)	1.77 outages (69 outages)
Greater than 12 hours	0.00 top 0.01 median 0.11 bottom	0.08 outages (3 outages)	0.08 outages (3 outages)

¹American Water Works Association (AWWA) Benchmarking Performance Indicators for Water and Wastewater: 2021 Edition (nationwide statistics)

Excellent Customer Service

Service Reliability

Key Performance Indicators	Target ¹	Results 2020	Results 2021
Number of water system leaks/breaks per 100 miles	6.7 top 14.0 median 28.9 bottom	42.71 outages (598 leaks/breaks)	45.35 outages (635 leaks/breaks)
Sanitary Sewer Overflows (SSO) per 100 miles of pipe	0.8 top 1.9 median 3.4 bottom	1.87 ² (13 SSOs)	2.16 ³ (14 SSOs)

¹American Water Works Association (AWWA) Benchmarking Performance Indicators for Water and Wastewater: 2021 Edition (nationwide statistics)

²Increase attributed to toilet paper shortage during COVID-19 pandemic

³Increase attributed to root intrusion associated with drought

Excellent Customer Service

Service Reliability			
Key Performance Indicators	Target	Results 2020	Results 2021
Number of fire hydrants serviced ¹	6,565	1,642	809
	20%	25%	12.9%
Number of service lines replaced			
Unplanned (leaks/failures)	165	350	458
	33%	69%	72.9%
Planned	335	155	170
	67%	31%	27.1%

¹American Water Works Association (AWWA) annually; District target: serviced once every five years

Excellent Customer Service

Meter Function			
Key Performance Indicators	Target ¹	Results 2020	Results 2021
Small Meters	99.7% top 99.0% median 97.5% bottom	99.996% (1,154 of 292,236)	99.995% (1,182 of 294,582)
Large Meters	99.9% top 99.1% median 98.0% bottom	99.998% (13 of 9,090)	99.997% (19 of 9,072)

¹American Water Works Association (AWWA) Benchmarking Performance Indicators for Water and Wastewater: 2021 Edition (nationwide statistics)

Formula: Total number of confirmed “stuck” meters divided by (total number of meters multiplied by number of billing cycles per year)

Small Meters = 1 inch or smaller (including commercial, agriculture, residential, multifamily, recreational turf)

Large Meters = 1.5 inches or larger (including commercial, agriculture, wholesale, residential, multifamily, recreational turf)

Stuck = Meters that under register water usage

Fiscal Responsibility

Budget Compliance

Key Performance Indicators	Target	Audited 2020	Audited 2021	Unaudited 2022
Operating expenses	Less than 100% at year-end	1 st Qtr. = 20.8%	1 st Qtr. = 20.5%	1 st Qtr. = 19.6%
		2 nd Qtr. = 45.1%	2 nd Qtr. = 45.8%	
		3 rd Qtr. = 67.7%	3 rd Qtr. = 66.5%	
		4 th Qtr. = 95.8%	4 th Qtr. = 91.9%	

Note: Each quarter is shown year-to-date

Fiscal Responsibility

Budget Compliance

Key Performance Indicators	Target	Results 2020	Results 2021	Results 2022
Capital expenses	Between 70-90% at year-end	1 st Qtr. = 7.8%	1 st Qtr. = 21.8%	1 st Qtr. = 29.7% ¹
		2 nd Qtr. = 14.2%	2 nd Qtr. = 42.4%	
		3 rd Qtr. = 28.2%	3 rd Qtr. = 54.4%	
		4 th Qtr. = 80.0%	4 th Qtr. = 88.5%	

Note: Each quarter is shown year-to-date ¹Includes Caldor Fire flume replacement costs

Fiscal Responsibility

Debt Service Coverage

Key Performance Indicators	Target	Audited 2019	Audited 2020	Audited 2021
Annual Ratio without FCCs ¹	≥1.25	1.54	1.78	1.83
Annual Ratio with FCCs ²	2.93% top 2.44% median 1.90% bottom	2.12	2.23	2.68

Facility Capacity Charge (FCC)

¹Board Policy 3010

²Moody's Investor Service, May 26, 2022 (publication rating similar utilities)

Fiscal Responsibility

Debt Management

Outstanding Debt (in millions)

2010	2017	2018	2019	2020 ¹	2021
\$387.9	\$323.8	\$310.0	\$280.0	\$353.4	\$339.1

¹Issued \$61.1 million new debt

Fiscal Responsibility

Delinquencies

Key Performance Indicators	Target	Results 2019	Results 2020	Results 2021
Delinquency Rate ¹	1.9% top 8.5% median 15.8% bottom	1.30%	2.00%	1.80%
Write off	<1%	0.06%	0.03%	0.04%

¹American Water Works Association (AWWA) Benchmarking Performance Indicators for Water and Wastewater: 2021 Edition (nationwide statistics)

Business Practices

Trends Over Time

Key Performance Indicators	Target	Results 2019	Results 2020	Results 2021
Operating expenses per service	Trend	\$341.18	\$337.10	\$333.57
Services per employee	Trend	324	329	323
Overtime hours ¹	Trend	6.79%	6.05%	7.49%
Outside legal expenses - operating	<1%	0.12% \$63,040	0.12% \$68,079	0.05% \$31,409
Outside legal expenses - capital	<1%	-1.05% (\$542,920) ²	0.37% \$206,775	0.07% \$43,271

¹Based on non-exempt employees

²Includes \$285,235 distribution of funds related to the dissolution and winding up of the El Dorado Water and Power Authority agreement and \$384,000 settlement proceeds related to the Camp 2 Bridge litigation

Business Practices

Customer Services Per Employee¹

Agency	Service	Services	Employees	Services / Employee
Tuolumne Utilities District (TUD)	Water/Wastewater	26,135	74	353
El Dorado Irrigation District (EID)	Water/Wastewater Recycled	73,268	228	321
Calaveras County Water District	Water/Wastewater	17,928	66	272
San Juan Water District	Water	10,675	48	222
Amador Water Agency	Water/Wastewater	8,643	45	192
Placer County Water Agency (PCWA)	Water	42,873	232	185
Nevada Irrigation District (NID)	Water	24,882	203	123

¹As of June 2022

Business Practices

Trends Over Time

Key Performance Indicators	Target	Results 2020	Results 2021	Results 2022
<u>Water rates</u> (bi-monthly)	At or below median of similar agencies (\$151.73*)	\$113.65 ¹	\$122.10 ¹	\$128.21 ¹
<u>Wastewater rates</u> (bi-monthly)	At or below median of tertiary agencies (\$170.03*)	\$140.77 ²	\$133.98 ²	\$133.98 ²

*June 2022 other agency comparisons; ¹assuming 30 ccf water usage; ²assuming 16 ccf winter water usage
Hundred Cubic Feet (ccf)

Business Practices

Water and Sewer Utility Credit Ratio Ranges

Key Performance Indicators	Target	Actual 2019	Actual 2020	Actual 2021
Debt to capitalization ratio	35 - 50% Strong ¹	43%	43%	42%

¹Standard & Poor's Global Credit Portal RatingsDirect®, January 19, 2016

Historical costs of depreciable assets is \$1.13 billion

Summary of Goals

Summary

2022 - 2026 Goals			
Goal	Target	Revised Target	Results
Pursue drought year water supply (SMUD) transfer agreement	2021 - 2022	2023	Pending negotiations with EDWA
Add points of diversion to Permit 21112	2021 - 2022	2023	Completed project description in 2019; Hired EIR and modeling consultants in 2020; Conducting stakeholder outreach and analyzing environmental impacts 2020 to current
Reduce unaccounted for water loss by 20% by 2025	2025	---	Main Ditch Project will significantly reduce water losses

Summary

2022 - 2026 Goals

Goal	Target	Results
Expand non-rate revenue through marketing water transfers	Annual	Completed 8,000 AF transfer in 2020; Annual evaluation; Planned 2022
Evaluate hydro power sales contract	2018 - 2021	New contract executed May 2021
Continue with succession planning and transition	Annual	Annual evaluation
Replace Hansen 7	2019 - 2022	Contract awarded March 2021; Underway with expected go-live for CMMS in February 2023; CIS in April 2023; CDR April 2024

Acre Feet (AF)

Customer Information System (CIS)

Computerized Maintenance Management System (CMMS)

Community Development Resources (CDR)

Summary

2022 - 2026 Goals		
Goal	Target	Results
Complete improvements of Forebay Dam, Folsom Lake Intake, Main Ditch, Silver Lake Dam, Flume 46 and Sly Park Intertie	Included in 2022-2026 CIP	Forebay Dam: Completed Folsom Lake Intake: Completed Main Ditch piping: Completed Silver Lake Dam: Preliminary design underway, Start construction by 2027 Flume 46: Feasibility 2022 Sly Park Intertie: Construction 2024-2025
Complete Bass Lake relocation and transition	2018	Under construction 2022
Update COS study and implement findings	2024	

Capital Improvement Plan (CIP)

Cost of Services (COS)

Summary

2022 - 2026 Goals

Goal	Target	Results
Reduce unfunded OPEB obligation by allocating non-rate revenue	Reduce UAL by 5% per year pending Board action	\$6 million prepayment into OPEB CERBT in 2012; Current value \$12.7 million
Develop and implement disposition strategy for surplus properties	2022	Completed phase 1 in 2018; Resuming phase 2 (Texas Hill) per Board direction
Successfully negotiate SWRCB Phase 2 Water Quality Control Plan Update Voluntary Settlement Agreement	---	In negotiations

Other Post-Employment Benefits (OPEB)
California Employers' Retiree Benefit Trust (CERBT)

Unfunded Actuarial Liability (UAL)
State Water Resources Control Board (SWRCB)

Summary

2022 - 2026 Goals

Goal	Target	Results
Revise EID division boundaries based upon 2020 U.S. Census data	2021 - 2022	Completed in 2022
Rebuild Flumes 4, 5, 6 and 30	March 2022	Completed May 2022
Powerhouse interconnection agreement with PG&E	November 2023	Scheduled to engage PG&E fall 2022
Successfully negotiate multi-year MOUs for both labor units	4 th Qtr. 2021	Achieved ratification of new multi-year (3 years) MOUs for both labor units

Memorandum of Understanding (MOU)

Summary

2022 - 2026 Goals		
Goal	Target	Results
Update Master Plan, FCC study and implement findings	2021	Master Plan underway in 2022; FCC update 2023
Continue to explore opportunities to refinance or pay down debt to lower overall costs	Ongoing	In 2022, issued Refunding Revenue Bonds to pay off \$70.8 million unfunded pension liability in 2022: Cash flow savings of \$16.2 million; Net present value savings of \$10.5 million
Bond issuance for major projects	2024	

Facility Capacity Charge (FCC)

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider ratifying EID General Warrant Registers for the periods ending July 12, July 19 and July 26, and Board and Employee Expense Reimbursements for these periods.

PREVIOUS BOARD ACTION

The Board ratifies the District’s General Warrant Registers at each regular meeting of the Board.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

Section 24600 of the Water Code provides that no claim shall be paid unless allowed by the Board.

SUMMARY OF ISSUE

District staff notifies the Board of proposed payments via email and requests ratification of the warrant registers at the subsequent regular meeting of the Board. Copies of the Warrant Registers are sent to the Board on the Friday preceding the Warrant Register’s date. If no comment or request to withhold payment is received from any Director prior to the following Tuesday morning, the warrants are mailed out and formal ratification of said warrants is agendized on the next regular Board agenda.

BACKGROUND/DISCUSSION

Current Warrant Register Information

Warrants are prepared by Accounts Payable; reviewed and approved by the Finance Manager, the Director of Finance and the General Manager or their designee.

Register Date	Check Numbers	Amount
July 12, 2022	698251 – 698383	\$422,212.57
July 19, 2022	698384 – 698532	\$4,582,445.39
July 26, 2022	698533 – 698714	\$1,119,160.41

Current Employee Expense Reimbursements

Employee Expenses and Reimbursements have been reviewed and approved by the Finance Manager and General Manager prior to the warrants being released. These expenses and reimbursements are for activities performed in the interest of the District in accordance with Board Policy 12065 and Resolution No. 2007-059.

Additional information regarding Board and employee expense reimbursements is available for copying or public inspection at District headquarters in compliance with Government Code Section 53065.5.

BOARD OPTIONS

Option 1: Ratify the EID General Warrant Registers, and Board and Employee Expense Reimbursements as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

Option 1

ATTACHMENTS

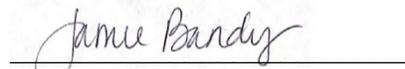
Attachment A: Executive Summaries

Attachment B: Board Expense Reimbursements

Attachment C: Employee Expense Reimbursements totaling \$100 or more



Tony Pasquarello
Finance Manager



Jamie Bandy
Finance Director



Jennifer Sullivan
Clerk to the Board



Jim Abercrombie
General Manager

July 7, 2022

To: Jim Abercrombie, General Manager
From: Tony Pasquarello, Finance Manager
Via: Jamie Bandy, Director of Finance
RE: Warrant Register Executive Summary Approval

Attached is the summary for July 12, 2022 for your review and approval.

Executive Summary for July 12, 2022 -- \$422,212.57:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105) — none to report

General District Operations (Fund 110)

- \$79,660—Aqua Metric Sales Company for a computer tower and warehouse inventory
- \$4,955—C & H Motor Parts, Inc. for miscellaneous vehicle maintenance supplies
- \$10,607—Dataprose, LLC for May 2022 billing services
- \$11,317—Hunt & Sons, Inc. for card lock fuel and fuel deliveries at various locations
- \$46,578—Iconix Waterworks (US), Inc. for warehouse inventory
- \$3,647—JD Pasquetti Engineering, Inc. for a credit balance refund on customer account
- \$3,743—Jeffrey Chan for a credit balance refund on customer account
- \$13,065—Snap-On Industrial for Pro-Link Edge diagnostic vehicle scanner

Engineering Operations (Fund 210) — none to report

Water Operations (Fund 310)

- \$11,700—El Dorado County Transportation Department for encroachment application fees
- \$3,038—McMaster-Carr Supply Company for pipe fittings, pressure gauges and other miscellaneous operating supplies
- \$20,686—Mountain Counties Water Resource Association for 2022-2023 membership dues
- \$6,988—Pape Machinery, Inc. for an excavator bucket
- \$10,266—Sterling Water Technologies, LLC for flocculant, polymer and chlorinated paraffin at EDHWTP
- \$6,908—Trench Plate Rental for trench plate and K-rail rentals

Wastewater Operations (Fund 410)

- \$21,875—Arrow Fence Company for fencing at EDHWWTP
- \$4,612—Crusader Fence Company, LLC for a drive through gate
- \$3,539—Ferguson Enterprises, LLC for channel struts and gate valves
- \$6,363—Herc Rentals, Inc. for equipment rentals
- \$8,940—Solenis, LLC for preastol at EDHWWTP
- \$4,051—Transcat, Inc. for an electric pressure calibrator

Recycled Water Operations (Fund 510) — none to report

Hydroelectric Operations (Fund 610)

- \$4,935—A & P Helicopters, Inc. for helicopter services
- \$3,735—Tri-Signal Integration, Inc. for a 5-year sprinkler system service agreement and the installation of a cell dialer

Recreation Operations (Fund 710)

- \$18,034—Blue Ribbon Personnel Services for temporary labor at Sly Park Recreation
- \$3,000—Sierra Site Services for portable toilet and shower rental

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$6,894—El Dorado County Transportation Department for inspection services – Water Service Line Replacement (Project #22002.01)
- \$11,700—Rexel USA, Inc. for generator installation and start-up service:
 - >Project #20031.01 – DCWWTP VFD Replacement (\$900)
 - >Project #21029.01 – EDHWWTP Tertiary Filter Pump VFD (\$2,700)
 - >Project #21033.01 – EDHWWTP Reclaim VFD Replacement (\$4,050)
 - >Project #21038.01 – EDHWWTP Nutrient Return Pump (\$2,700)
 - >Project #21068.01 – EDHWWTP Equalization Tank VFD (\$1,350)
- \$4,261—Trench Plate Rental Co. for equipment rentals – Water Service Line Replacement (Project #22002.01)
- \$8,794—Wunschel & Sons, Inc. for access road repair and water line relocation:
 - >Project #21051.01 – Reservoir 2 Roof/Rafter Replacement (\$5,919)
 - >Project #18048.09 – Woodside Pump Station Generator (\$2,875)

July 14, 2022

To: Jim Abercrombie, General Manager
From: Tony Pasquarello, Finance Manager
Via: Jamie Bandy, Director of Finance
RE: Warrant Register Executive Summary Approval

Attached is the summary for July 19, 2022 for your review and approval.

Executive Summary for July 19, 2022 -- \$4,582,445.39:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105) — none to report

General District Operations (Fund 110)

- \$5,487—Agiloft, Inc. for 3 year software license renewal
- \$4,005—Aqua Metric Sales Company for warehouse inventory
- \$10,048—AT&T for phone service
- \$10,025—Business Oriented Software Solutions, Inc. for software subscriptions
- \$5,817—C & H Motor Parts, Inc. for miscellaneous vehicle maintenance supplies
- \$34,395—CDW Government for software renewal for SharePoint
- \$20,535—Dataprose, LLC for June 2022 billing services
- \$158,353—Dell Marketing LP for annual districtwide Microsoft software maintenance
- \$3,309—Guardian Life Insurance Company for June 2022 vision claims
- \$39,763—Hunt & Sons, Inc. for card lock fuel and fuel deliveries at various locations
- \$34,359—Iconix Waterworks (US), Inc. for warehouse inventory
- \$4,336—Imperial Printing for July/August 2022 Waterfront newsletters
- \$4,106—Maze & Associates for audit services for the fiscal year 2021
- \$3,563—Pavement Coatings Company for a credit balance refund on customer account
- \$9,500—Reeb Government Relations, LLC for July 2022 retainer
- \$3,754—U.S. Bank for recruitment, handbooks, employee meals during meetings and impound fees to recover a stolen vehicle

Engineering Operations (Fund 210)

- \$3,480—EAN Services, LLC for two truck rentals due to shortage of District fleet vehicles
- \$3,655—Larry Walker Associates, Inc. for regulatory permitting ordinate update assistance
- \$4,150—Zanjero for surface water hydrology modeling technical support and analysis

Water Operations (Fund 310)

- \$490,390—Advanced Industrial Services, Inc. for Reservoirs 2 and 2A recoating (\$516,200). Retention held \$25,810
- \$6,612—All Electric Motors, Inc. for motor repair parts and labor
- \$3,838—CFM-SF, Inc. for two grounding rigs and a flowmeter
- \$6,806—Crusader Fence Company, LLC for fence repair services
- \$11,547—Frank A Olsen Company for 3 rotary actuators
- \$3,111—Grainger for valves, a valve repair kit, warehouse inventory and other miscellaneous operating supplies
- \$15,836—MCS Inspection for coating inspection services at Reservoirs 2 and 2A
- \$3,630—Olin Chlor Alkali Products for sodium hypochlorite at EDHWTP
- \$43,278—Ryan Process, Inc. for a streaming monitor replacement, a pump and a lab charge analyzer with probe

- \$13,250—Technical Systems, Inc. for hardware installation and configuration at Reservoirs 1 and EDHWTP

Wastewater Operations (Fund 410)

- \$6,041—Asphalt Kingdom for asphalt repair supplies
- \$5,712—CLS Labs for regulatory lab testing
- \$3,500—Crusader Fence Company, LLC for fence repair services
- \$3,179—Frank A Olsen Company for bonnet gaskets, gear sectors and other miscellaneous repair and maintenance supplies
- \$54,647—Hach Company for annual process control sensor maintenance, a high-output air blower and other miscellaneous operating supplies
- \$11,595—Industrial Electrical Co. for Bass Lake pump repair parts and labor
- \$4,863—Joe Vicini, Inc. for asphalt patch paving services
- \$6,740—Polydyne, Inc. for clarifloc at EDHWTP
- \$20,105—Semitorr Group, LLC for digester flare maintenance parts and labor at EDHWTP
- \$12,000—Tesco Controls, Inc. for lift station maintenance and SCADA system service

Recycled Water Operations (Fund 510)

- \$6,893—All Electric Motors, Inc. for motor repair parts and labor

Hydroelectric Operations (Fund 610)

- \$8,406—BZ Service Station Maintenance, Inc. for 87 drop tube and canister replacement parts and labor
- \$4,043—Herc Rentals, Inc. for two mini-excavator rentals and attachments
- \$10,577—Maccaferri, Inc. for composite cabled wire rock mesh
- \$4,562—McMaster-Carr Supply Company for erosion anchors, drill bits, screws, pipe fittings and other miscellaneous operating supplies

Recreation Operations (Fund 710)

- \$3,082—Crusader Fence Company, LLC for fence repair services
- \$10,635—El Dorado Disposal Service, Inc. for trash disposal

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$17,706—A T.E.E.M. Electrical Engineering for engineering services:
 - >Project #21040.01 – Generator FEMA Grant-Water (\$8,853)
 - >Project #21041.01 – Generator FEMA Grant-Wastewater (\$8,853)
- \$160,313—Big Valley Electric for construction services (\$168,750) – Reservoir A WTP Programmable Logic Controller Replacement (Project #19033.01). Retention held \$8,437
- \$6,142—Black & Veatch Corporation for engineering services – Folsom Lake Intake Improvements (Project #15024.01)

- \$123,763—Carollo Engineers, Inc. for construction management and engineering services:
 - >Project #15024.01 – Folsom Lake Intake Improvement (\$101,388)
 - >Project #STUDY03.01 – WTP Assessments-Reservoir 1 (\$2,231)
 - >Project # STUDY03.02 – WTP Assessments-Reservoir A (\$10,117)
 - >Project # STUDY03.03 – WTP Assessments-EDHWTP (\$8,644)
 - >Project # STUDY03.04 – WTP Assessments-Strawberry WTP (\$1,383)
- \$159,960—DG Granade, Inc. for construction services (\$168,379) – Wastewater Collection Facility Relocation (Project #17034.01). Retention held \$8,419
- \$18,822—Domenichelli and Associates, Inc. for engineering design services:
 - >Project #18003.01 – Indian Creek Lift Station Upgrades (\$15,362)
 - >Project #21026.01 – St. Andrews Lift Station Upgrade (\$1,140)
 - >Project #17023.01 – Rancho Ponderosa Lift Station Relocation (\$2,320)
- \$12,428—Dudek for biological studies and survey services:
 - >Project #17034.01 – Wastewater Collections Facility Relocation (\$9,863)
 - >Project #21081.01 – Motherlode Force Main Phase 3 (\$2,565)
- \$20,100—GEI Consultants, Inc. for consulting services – Silver Lake Dam Rehabilitation (Project #19031.01)
- \$150,244—GHD, Inc. for design and inspection services:
 - >Project #16022.01 – Flume 38-40 Canal Conversion (\$23,775)
 - >Project #21047.01 – Flume 4 Replacement (\$21,849)
 - >Project #21048.01 – Flume 5 Replacement (\$21,849)
 - >Project #21049.01 – Flume 6 Replacement (\$21,849)
 - >Project #17041.01 – Flume 30 Rehabilitation Project (\$40,989)
 - >Project #21008.01 – Diversion-Facility Upgrade (\$8,460)
 - >Project #21013.01 – Flumes 45A, 46A, 47A and 47B Replacement (\$11,473)
- \$8,900—Herwit Engineering for engineering construction support services:
 - >Project #18035.01 – EDHWWTP WAS DAFT Rehabilitation (\$2,600)
 - >Project #21006.01 – EDHWWTP Anoxic Mixing Box Improvement (\$6,300)
- \$28,178—ICM Group, Inc. for construction management services – Wastewater Collection Facility Relocation (Project #17034.01)
- \$57,933—MGE Engineering, Inc. for engineering design services – Flume 45 Abutment Replacement (Project #17025.01)
- \$72,517—National Auto Fleet Group for two 2022 Ford Explorers – 2022 Vehicle Replacement Program (Project #22003.01)
- \$3,855—National Concrete Cutting Co. for concrete wall cutting service – EDHWTP Pump Station Air Conditioner (Project #21031.01)
- \$268,358—Quantum Resolve, Inc. for consulting services – Hansen 7 Software Replacement (Project #18055.01)
- \$2,246,998—Syblon Reid for construction services (\$2,365,261):
 - >Project #21047.01 – Flume 4 Replacement (\$1,209,919). Retention held 60,496
 - >Project #21048.01 – Flume 5 Replacement (\$609,540). Retention held \$30,477
 - >Project #21049.01 – Flume 6 Replacement (\$545,802). Retention held \$27,290
- \$15,300—Technical Systems, Inc. for hardware installation and configuration:
 - >Project #15024.01 – Folsom Lake Intake Improvement (\$12,000)
 - >Project #21042.01 – Headquarters Backup Power Modifications (\$3,300)

July 21, 2022

To: Jim Abercrombie, General Manager

From: Tony Pasquarello, Finance Manager

Via: Jamie Bandy, Director of Finance

RE: Warrant Register Executive Summary Approval

Attached is the summary for July 26, 2022 for your review and approval.

Executive Summary for July 26, 2022 -- \$1,119,160.41:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105) – none to report

General District Operations (Fund 110)

- \$4,044—Aqua Metric Sales Company for warehouse inventory
- \$6,683—CDW Government for contracted hardware repair and maintenance, annual software maintenance and secure remote access devices
- \$3,884—City of Placerville for water and sewer service
- \$36,017—Hunt & Sons, Inc. for card lock fuel and fuel deliveries at various locations
- \$9,415—Key2life Janitorial for June and July 2022 janitorial service
- \$4,062—Mission Critical Specialists, Inc. for uninterrupted power supply and battery maintenance service
- \$6,643—Pace Supply Corporation for warehouse inventory
- \$5,277—Sierra Nevada Tire and Wheel for tires and service calls
- \$7,750—Telcion Communications Group for voice assessment services and Cisco telephone maintenance

Engineering Operations (Fund 210)

- \$4,188—Larry Walker Associates, Inc. for permitting ordinate update assistance

Water Operations (Fund 310)

- \$7,110—CLS Labs for regulatory lab testing
- \$6,331—GEI Consultants, Inc. for California Environmental Quality Act support related to the Vegetation-Right-of-Way Reinforcement Program
- \$3,477—Hastie’s Capitol Sand and Gravel Company for rock deliveries
- \$3,173—Ken Grady Company, Inc. for pneumatic liquid level control transmitter
- \$35,367—NTU Technologies, Inc. for polymer for Reservoir 1 WTP
- \$10,886—Olin Chlor Alkali Products for sodium hypochlorite at Reservoir 1 and Reservoir A
- \$3,348—Pace Supply Corporation for two sampling stations and various types of valves, nuts and bolts
- \$290,802—PG&E for electric service
- \$29,995—U.S. Bureau of Reclamation for Sly Park restoration fees
- \$6,785—USA Bluebook for a portable UV meter, hazard disclosure signs, Thermo Scientific PH electrodes and other miscellaneous operating supplies

Wastewater Operations (Fund 410)

- \$3,707—Flo-Line Technology, Inc. for two hydraulic service kits
- \$10,109—Industrial Electrical Co. for lift station pump repair parts and labor
- \$12,005—Muniquip, LLC for parts for the belt press feed at EDHWWTP
- \$64,433—PG&E for electric service
- \$6,740—Polydyne for polymer at EDHWWTP

- \$8,940—Solenis, LLC for flocculant at EDHWWTP
- \$6,551—Suez Treatment Solutions, Inc. for UV assembly, switch box and module at EDHWWTP
- \$10,941—USA Bluebook for an integral digester display, struvite remover, a dissolved oxygen sensor and other miscellaneous operating supplies
- \$6,195—USP Technologies for facility maintenance and sulfelox for odor control
- \$3,555—Vector Process Solutions, Inc. for a float and seal assembly
- \$4,194—Vega Americas, Inc. for a radar level sensor
- \$8,457—Xylem Water Solutions USA, Inc. for mixer repair parts and labor at DCWWTP

Recycled Water Operations (Fund 510)

- \$15,953—Carollo Engineers, Inc. for Bridlewood tank analysis services
- \$16,311—Momar, Inc. for wastewater carbon source additive and electron donor for EDHWWTP
- \$3,637—Olin Chlor Alkali Products for sodium hypochlorite at EDHWWTP
- \$18,120—PG&E for electric service
- \$15,960—Univar Solutions USA, Inc. for sodium hydroxide at EDHWWTP

Hydroelectric Operations (Fund 610)

- \$8,180—Dudek for preconstruction nesting survey services
- \$8,639—Helix Environmental Planning, Inc. for cultural studies and cultural resource support
- \$5,355—PG&E for electric service

Recreation Operations (Fund 710)

- \$3,000—A.C. Septic Service for septic pump service
- \$34,164—Blue Ribbon Personnel Services for temporary labor at Sly Park Recreation
- \$10,635—El Dorado Disposal Service, Inc. for trash disposal

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$3,888—Apex Underground Supply for four splitter heads and six expanders for pipe bursting – Water Service Line Replacement (Project #22002.01)
- \$34,653—Area West Engineers, Inc. for boundary survey services:
 - >Project #21081.01 – Motherlode Force Main Phase 3 (\$4,778)
 - >Project #21079.01 – Sly Park Intertie Improvements (\$29,875)
- \$6,000—Department of Water Resources for dam alteration application filing fee – Silver Lake Dam Rehabilitation (Project #19031.01)
- \$38,035—Domenichelli and Associates, Inc. for engineering design services – Motherlode Force Main Phase 3 (Project #21081.01)
- \$60,714—El Dorado County Planning Department for building permit fees – Wastewater Collection Facility Relocation (Project #17034.01)
- \$5,483—El Dorado County Office of Education for building permit fees – Wastewater Collection Facility Relocation (Project #17034.01)
- \$5,086—El Dorado County Planning Department for building permit fees – Wastewater Collection Facility Relocation (Project #17034.01)

- \$4,432—EN2 Resources, Inc. for noxious weed monitoring services – FERC C44 Noxious Weed Monitoring (Project #08025H.01)
- \$14,306—Flo-Line Technology, Inc. for a submersible pump – Highland Hills Pump Replacement (Project #22006.01)
- \$13,030—Frank A Olsen Company for a control pinch valve – Main Ditch-Forebay to Reservoir 1 (Project #11032.01)
- \$14,531—GEI Consultants, Inc. for biological resource surveys and consulting services:
 - >Project #STUDY20.01 – Canal Fire Burned Assessment (\$5,755)
 - >Project #17028.01 – Flume 48 Replacement (\$5,088)
 - >Project #22014.01 – Flume 45 Section 3 (\$3,688)
- \$5,094—Hastie’s Capitol Sand and Gravel Company for rock deliveries – Water Service Line Replacement (Project #2202.01)
- \$7,680—Helix Environmental Planning, Inc. for cultural studies and cultural resource support – Sly Park Intertie Improvements (Project #21079.01)
- \$3,925—Peterson Brustad, Inc. for tank storage analysis – Reservoir 1 Tank Upgrade (Project #21030.01)
- \$6,708—Zanjero for technical assistance and hydrologic modeling support – Permit 21112 Change in Point (Project #16003.01)

Board Expense Reimbursements
Warrant Registers dated 07/12/22 - 07/26/22

DESCRIPTION	Lori Anzini	Alan Day	Pat Dwyer	Brian Veerkamp	George Osborne	Total
Personal Vehicle Expense					\$39.78	\$39.78
Hotel						\$0.00
Meals or Incidentals Allowance						\$0.00
Airfare, Car Rental, Misc Travel						\$0.00
Fax, Cell or Internet Service						\$0.00
Meeting or Conference Registration						\$0.00
Meals with Others						\$0.00
Membership Fees/Dues						\$0.00
Office Supplies						\$0.00
Reimburse prepaid expenses						\$0.00
Miscellaneous Reimbursements						\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$39.78	\$39.78

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider awarding a contract to Rexel in the not-to-exceed amount of \$469,227 for electrical preventative maintenance and service of the Folsom Lake Intake electrical equipment for a period of six years.

PREVIOUS BOARD ACTION

February 24, 2020 – The Board approved multiple contracts for construction and support of the Folsom Lake Intake Improvement Project.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3010 Budget

BP 3060 Contracts and Procurement

BP 5010 Water Supply Management

SUMMARY OF ISSUE

The Folsom Lake Intake (Intake) delivers District water supplies available at Folsom Lake to the El Dorado Hills Water Treatment Plant. The Intake is critical to ensuring reliable service for the El Dorado Hills service area, particularly during peak demand periods. As part of the recently completed extensive upgrade to the Intake, four new medium voltage submersible pumps were installed, which are powered by four variable frequency drives (VFDs). A detailed preventive maintenance and service program is needed to ensure the reliability of these VFDs and protect the District's significant investment. Staff requests the Board approve the proposed contract to complete the required preventative maintenance and provide service of the electrical components as needed for a period of six years.

BACKGROUND/DISCUSSION

The Intake, which allows the District to exercise its water rights and contract entitlements to water contained in Folsom Reservoir, is key to meeting the growing water needs of the El Dorado Hills community. The District recently completed a significant upgrade to the Intake by eliminating the original 1960s-era equipment and replacing that end of life equipment with new equipment that will support the District's operations for the next half century or longer.

Due to the large and powerful water pumping demands required by the Intake, the pumps installed as part of the upgrade utilize specialized, medium voltage VFDs. Medium voltage is defined by the National Electric Code (NEC) as 600 volts to 69,000 volts. The Intake operates in the lower end of this range at 4,160 volts. This voltage is substantially higher than the 480 voltage that the District has historically used at its pump stations. This change to medium voltage requires specialized resources to ensure the proper skills sets, training and tools are used to provide reliable maintenance while mitigating the hazards that medium voltage can introduce to personnel maintaining the new electrical equipment.

Given the criticality and sensitivity of the Intake's equipment along with the unique safety considerations, staff recommends the Board award a preventative maintenance contract to complete the required work. Technical support of Rockwell Automation VFDs is only available through Rexel. Therefore, Rexel is considered the sole vendor for Rockwell Automation products and services and, as such, staff recommends award of the contract to Rexel.

The contract covers two important areas that improve equipment reliability and reduce down time if there is a problem. The preventive maintenance scope of the contract optimizes the performance of the drives by performing annual maintenance including replacing commonly wearing parts and verifying the VFDs are operating to specifications. The integrated support agreement assurance scope (i.e., technical support and service) provides 24 hours per day/ 7 days per week factory technical phone support for troubleshooting issues impacting operations of the Intake that may arise during the contract period. If the issue cannot be resolved remotely, under the agreement a field service technician will be dispatched to the site at no additional fee. The price for both of these services would provide a six year controlled cost for maintenance and support.

The proposed duration of the contract is six years. The contract is structured for this term because the maintenance of the VFDs is proposed by the manufacturer to be performed in seven year cycles. The first year of ownership is covered by the construction contract warranty. Therefore, staff is requesting a proposed contract that would address the remaining six years of the first seven-year maintenance cycle. After the first cycle, the District will have an opportunity to evaluate the contract for renewal or other action, such as training of staff for this medium voltage work to be completed in house.

FUNDING

The breakdown of proposed contract costs is provided below:

Cost Overview of Rockwell Automation Contract		
Contract Section	Annual Cost	Cost for 6 years
Preventive Maintenance Service Contract	\$47,510	\$285,060
Integrated Support Contract Assurance	\$30,694.50	\$184,167
Total Cost	\$78,204.50	\$469,227

The proposed contract would incur \$78,204.50 to the District’s Drinking Water Operations budget annually during the period of 2023-2028, with a total six year cost of \$469,227. If the proposed contract is approved by the Board, future annual planned expenditures allocated to this effort would be included within the respective annual Drinking Water Operations budget.

<p>BOARD OPTIONS</p> <p>Option 1: Award a contract to Rexel in the not-to-exceed amount of \$469,227 for electrical preventative maintenance and service of the Folsom Lake Intake electrical equipment for a period of six years.</p> <p>Option 2: Take other action as directed by the Board.</p> <p>Option 3: Take no action.</p>
--

RECOMMENDATION

Option 1

ATTACHMENTS

Attachment A: Rexel Preventive Maintenance and Service Proposal

Attachment B: District standardization for electrical and instrumentation components including variable frequency drives



Jess Leanos
Electrical and Process Control Supervisor



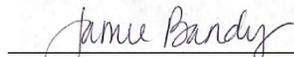
Dan Gibson
Hydroelectric Manager



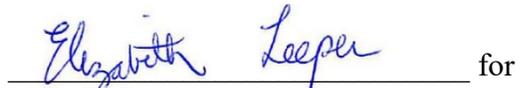
Patrick Wilson
Drinking Water Operations Manager



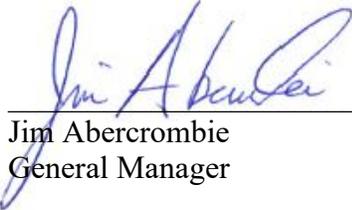
Dan Corcoran
Operations Director



Jamie Bandy
Finance Director

 for

Brian Poulsen
General Counsel



Jim Abercrombie
General Manager



El Dorado Irrigation District
Placerville, CA

Medium Voltage
Powerflex[®] 7000 Medium Voltage
Preventative Maintenance Service
Agreement

Fixed Price Proposal
30250269.10

Date of Issue: June 30, 2022

Presented To: El Dorado Irrigation District
2890 Mosquito Rd
Placerville, CA 95667-4761
United States of America

Proposed By: Rexel
1534 N Market Blvd
Sacramento, CA 95834
United States of America

*Rockwell Automation, Inc.
10805 Holder St Suite 300
Cypress, CA 90630
Unites States of America*

Revision History

Date:	Description of change:	Edited by:	Revision:
August 3, 2021	None, Original Document	Edgar Meza	30250269.1
September 20, 2021	Updated the PM to focus on milestone year; Addition of Assurance	Roman Nizamuddin/ RLH	30250269.2
September 23, 2021	Addition of customer price breakout	RLH	30250269.3
October 3, 2021	Added scope	RLH	30250269.4
October 13, 2021	Changed to fixed price	RLH	30250269.5
April 19, 2022	Updated Assurance pricing	RLH	30250269.6
May 6, 2022	Updated Assurance SLA	RLH	30250269.8
June 23, 2022	Changed dates	RLH	30250269.9
June 30, 2022	Add customer content	RLH	30250269.10

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El Dorado Irrigation District
Medium Voltage Preventative Maintenance
Fixed Price
30250269.10

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1 Rockwell Automation Statement of Work

COVID-19. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. As we focus on keeping our people and communities healthy and safe during this challenging and stressful time, we support you in maintaining your business continuity. Together, we will navigate this tough situation with a focus on safety while supporting each other. We are committed to communicating with you about the impact that the ongoing COVID-19 pandemic or its related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding in advance.

This Rockwell Automation Medium Voltage (“MV”) PowerFlex® 7000 Bundled Services Agreement Fixed Price proposal is offered to Rexel, for planning, to El Dorado Irrigation District (“Customer”).

Rockwell Automation will provide scope of work for the following:

- Medium Voltage Preventative Maintenance services

Pricing is presented as a 72-month service agreement solution. The agreement solution is considered in a 72-month or six (6) year yearly invoicing scheme.

The agreement will deliver a package of values that includes:

- Dedicated Program manager to ensure effective execution of the program and a single point of contact between Rockwell Automation and El Dorado Irrigation District locations part of this agreement.

1.1 Statement of Work Summary

This proposal will be covering the following medium voltage drives list, total of four (4) medium voltage drives:

Description	Serial Number	Type	Site Location
P-111 4160.0V 600.0HP Powerflex 7000	6504843621-101	Medium Voltage Air Cooled Drive	Folsom Lake Intake, CA
P-112 4160.0V 600.0HP Powerflex 7000	6504843621-201	Medium Voltage Air Cooled Drive	
P-113 4160.0V 600.0HP Powerflex 7000	6504843621-301	Medium Voltage Air Cooled Drive	
P-114 4160.0V 600.0HP Powerflex 7000	6504843621-401	Medium Voltage Air Cooled Drive	

1.1.1 Basis for Statement of Work

The following details the information used as a basis for this Statement of Work:

- Request from El Dorado Irrigation District to Rockwell Automation
- Powerflex® 7000 20-Year Recommended Schedule
- Rockwell Automation serial numbers:
 - 6504843621-101
 - 6504843621-201
 - 6504843621-301
 - 6504843621-401

NOTE: *PM's can be flexibly scheduled between mid-November and March each year when the facility is offline.*

1.1.2 Preventative Maintenance Solution Description

Rockwell Automation Medium Voltage Variable Frequency Drive Preventative Maintenance Services are designed to help optimize the performance of your automation assets. These services, based on Rockwell Automation’s 20-year service maintenance schedule, include a standardized series of inspections to verify that your Variable Frequency Drive is operating to specifications and to maximize its availability, reliability, and efficiency.

This Statement of Work includes Preventative Maintenance Service for the Powerflex® 7000 Variable Frequency Drive listed in the Basis for Statement of Work above

Duration of this activity is as follows:

- Agreement Year 2: Up to [see maintenance table 1.1.2.2] consecutive standard days per drive.
- Agreement Year 3: Up to [see maintenance table 1.1.2.2] consecutive standard days per drive.
- Agreement Year 4: Up to [see maintenance table 1.1.2.2] consecutive standard days per drive.
- Agreement Year 5: Up to [see maintenance table 1.1.2.2] consecutive standard days per drive.
- Agreement Year 6: Up to [see maintenance table 1.1.2.2] consecutive standard days per drive.
- Agreement Year 7: Up to [see maintenance table 1.1.2.2] consecutive standard days per drive.
- A standard day is defined as Monday through Friday between the hours of 7:00 a.m. and 6.00 p.m. local time (excluding Rockwell Automation observed holidays), up to eight (8) hours per day.
- Travel and expenses are included within the scope of work within this proposal.
 - *Change Order*: Should extra time be required, outside the proposed scope; this will be addressed via the Documented Change Request (DCR) process.

1.1.2.1 Equipment

The following equipment is included in this Statement of Work.

		Serial Number 6504843621-101 Serial Number 6504843621-201 Serial Number 6504843621-301 Serial Number 6504843621-401						
		PowerFlex 7000 Preventative Maintenance Year						
		2	3	4	5	6	7	
		Proposal Agreement Year						
		1	2	3	4	5	6	
Item	Equipment Description	6-Year Agreement						
1	Filter Package – Yearly Maintenance Requirement	X	X	X	X	X	X	
2	Battery – Yearly Maintenance Requirement	X	X	X	X	X	X	
3	Power Supply Package – Required at Year 5, 10, 15, 20				X			
4	Self-Powered Power Supply - Required at Year 5, 10,15,20 If applicable				X			
5	Cooling Fans – Required at Year 7, 14						X	
6	Snubber Caps – Required at Year 10, 20							
7	Power Devices – Required at Year 12							

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El Dorado Irrigation District
Medium Voltage Preventative Maintenance
Fixed Price
30250269.10

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1.1.2.2 Maintenance Schedule Table

Rockwell Automation Powerflex® 7000 Preventative Maintenance Schedule 6-Year Agreement

Prepared for El Dorado Irrigation District

		Execution Year >																					
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041			
PowerFlex 7000 Preventative Maintenance Year >		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
Preventative Maintenance 6 Year Contract >																							
Description	Serial Number	Type	Location																				
P-111 4160.0V 600.0HP Powerflex® 7000	6504843621-101	Medium Voltage Variable Frequency Drive	Folsom Lake Intake, CA																				
P-112 4160.0V 600.0HP Powerflex® 7000	6504843621-201	Medium Voltage Variable Frequency Drive	Folsom Lake Intake, CA	Health Check	Health Check	Health Check	Health Check Power Supplies	Health Check	Health Check	Health Check Power Supplies Snubber Capacitors	Health Check	Health Check Power Devices (SGCT's)	Health Check	Health Check Main Cooling Fan	Health Check Power Supplies	Health Check Power Supplies Snubber Capacitors							
P-113 4160.0V 600.0HP Powerflex® 7000	6504843621-301	Medium Voltage Variable Frequency Drive	Folsom Lake Intake, CA																				
P-114 4160.0V 600.0HP Powerflex® 7000	6504843621-401	Medium Voltage Variable Frequency Drive	Folsom Lake Intake, CA	1 day per drive	1 day per drive	1 day per drive	4 days per drive	1 days per drive	3 days per drive														

Red - Major Service Past Due Blue - Major Service Catchup Purple - Major Service Adjusted Black - Per Schedule

1.1.2.3 Preventative Maintenance Scope of Work

Physical Checks

- Record/Validate Drive, Motor and Feedback Device Nameplate Information
- Examine environment in which drive is installed (clean, ambient temperature – visual) and record
- Inspect input/output/bypass contactor sections
- Inspect all associated drive components for loose power cable connections and ground cable connections
- Torque all loose cables to the required torque specifications
- Inspect the bus bars and check for any signs of overheating / discoloration and tighten the bus connections to the required torque specifications
- Use torque sealer on all connections
- Clean all cables and bus bars that exhibit dust build-up
- Carry out the integrity checks on the signal ground and safety grounds
- Check for any visual/physical evidence of damage and/or degradation of components in the low voltage compartments. This includes Relays, Contactors, Timers, Terminal connectors, Circuit breakers, Ribbon cables, Control Wires, etc.; causes could be corrosion, excessive temperature, or contamination
- Clean all contaminated components using a vacuum cleaner and wipe clean components where appropriate
- Check for any visual/physical evidence of damage and/or degradation of components in the medium voltage compartments (inverter/rectifier, cabling, DC Link, contactor, load break, harmonic filter, etc.). This includes main cooling fan, power devices, heat sinks, circuit boards, insulators, cables, capacitors, resistors, current transformers, potential transformers, fuses, wiring, etc.; Causes could be corrosion, excessive temperature, or contamination
- Carry out the physical inspection and verification of the proper operation of the contactor/isolator interlocks, key interlocks, and door interlocks
- Physical verification of the additional cooling fans mounted in the AC Line Reactor cabinet; check the Harmonic Filter cabinet for mounting and connections.
- Clean the fans and ensure that the ventilation passages are not blocked, and the impellers are freely rotating without any obstruction.
- Carry out the insulation meggering of the drive, motor, isolation Megger the drive, motor, isolation transformer/line reactor, and the associated cabling
- Check clamp head indicator washers for proper clamp pressure, and adjust as necessary
- Check resistors and capacitors for all snubber resistors, sharing resistors and snubber capacitors

Control Power Checks

- Apply 3 Phase Control power to the drive, and test power to all the vacuum contactors (input, output, and bypass) in the system, verifying all contactors can close and seal
- Verify all single-phase cooling fans for operation
- This includes the cooling fans in the AC/DC Power supplies, DC/DC converter
- Verify the proper voltage levels at the CPT (if installed), AC/DC Power Supplies, DC/DC converter, isolated gate power supply boards
- Verify the proper gate pulse patterns using Gate Test Operating Mode
- If there have been any changes to the system during the outage, place the drive in System Test Operating Mode and verify all functional changes

Final Power Checks Before Restarting

- Put all equipment in the normal operating mode, and apply medium voltage
- If there were any changes to the motor, input transformer, or associated cabling, retune the drive to the new configuration using auto tuning
- Save all parameter changes (if any) to NVRAM
- Run the application up to full speed/full load
- Capture the drive variables while running, in the highest access level if possible

Consultation and Remediation

- Review Maintenance and Operator Logs
- Informal Instruct on drive operation and maintenance
- Reminder of safety practices and interlocks on MV equipment, and on specific operating concerns
- Reminder of the need to properly identify operating conditions
- Review installed equipment revisions and compare against any known Product Service Advisories
- Make recommendations on needed critical spares stocking
- Perform Maintenance & Record

1.1.2.4 Service Maintenance Schedule

MV VFD Preventative Maintenance includes a visual inspection of all drive components visible from the front of the unit, power component resistance checks, power supply voltage level checks, tightness checks for all accessible power connections, general cleaning, and maintenance.

The 20-year service maintenance schedule of a MV VFD is shown below.

Rockwell Automation Medium Voltage VFD Preventative Maintenance Schedule		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	Interval Periods (In Years)	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R
Air-Cooling System	Door Mounted Air Filters	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Main Cooling Fan Motor	-	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I
	Redundant Cooling Fan Moto (if supplied)	-	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I	RFB/R	I	I	I	I	I	I
	Small Aux. Cooling Fans "Caravel"	-	I	I	I	I	I	I	I	I	I	R	I	I	I	R	I	I	I	I	I	I
Liquid-Cooling System	Mesh Filters	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
	De-ionizing Filter Cartridge	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
	All Fittings / Connections / Hose Clamps	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Redundant Cooling Pump Motor / Pumps	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Redundant Cooling Pump Motor Seals	-	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I	I	R
Power Switching Components	Thermostatic Valve Element	-	I	I	I	I	I	I	R	I	I	I	I	I	I	R	I	I	I	I	I	I
	Power Devices (SCGTs / SCRs)	-	I	I	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I
	Snubber Resistors / Sharing Resistors / HECS	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Rectifier Snubber Capacitors	-	I	I	I	I	I	I	I	I	I	I	Rv/R	I	I	I	I	I	I	I	I	Rv/R
	Inverter Snubber Capacitors	-	I	I	I	I	I	I	I	I	I	R	I	I	I	I	I	I	I	I	I	I
	Integrated Gate Driver Power Supply	-	I	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I
Integral Magnetics Power Filters	Self-Powered SGCT Power Supply (SPS)	-	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	RFB/R
	Isolation Transformer / Line Reactor	-	I	I	I	I	M	I	I	I	M	I	I	I	I	M	I	I	I	I	I	M
	DC Link / Common Mode Choke	-	I	I	I	I	M	I	I	I	M	I	I	I	I	M	I	I	I	I	I	M
Control Cabinet Components	Line / Motor Filter Capacitors	-	I	I	I	I	M	I	I	I	M	I	I	I	I	M	I	I	I	I	I	M
	AC / DC and DC / DC Power Supplies	-	I	I	I	I	RFB/R	I	I	I	RFB/R	I	I	I	I	RFB/R	I	I	I	I	I	RFB/R
	Control Boards	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
Connections	Batteries (DCBs and CIB)	-	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I
	Battery Module (UPS)	-	I	I	I	I	R	I	I	I	R	I	I	I	I	R	I	I	I	I	I	R
	Low Voltage Terminal Connections / Plug-in Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Medium Voltage Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
Enhancements	Heatsink Bolted Connections	-	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
	Medium Voltage Connections (Rectifier)	-	-	-	I	-	-	I	-	-	I	-	-	I	-	-	I	-	-	I	-	-
	Medium Voltage Connections (Inverter)	-	-	-	-	-	-	-	-	-	-	I	-	-	-	-	-	-	-	-	-	I
	Firmware	-	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-
Operational Conditions	Hardware	-	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-	Rv	-	-
	Parameters	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	Variables	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
Spare Parts	Application Concerns	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I
	Inventory / Needs	-	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I	Rv	I	I

Figure 1: 20 Year Service Maintenance Schedule

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Note the following when reading the schedule:

- **I – Inspection** indicates that the component should be inspected for signs of excessive accumulation of dust or debris and/or external damage.
- **M – Maintenance** indicates a maintenance task that is outside the normal preventative maintenance tasks and can include the inductance testing of Line Reactors/DC Links, or the full testing of an isolation transformer.
- **R – Replacement** indicates that the component has reached its mean operational life and should be replaced to decrease the chance of component failure.
- **C – Cleaning** indicates the cleaning of a part that can be reused.
- **Rv – Review** refers to a discussion with Rockwell Automation.
- **RFB/R – Refurbishment/Replacement** indicates that the parts can be refurbished at lower cost, or the parts can be replaced with new ones.

1.1.2.5 System Documentation

Rockwell Automation will provide the following:

- Preventative Maintenance Service Report

1.1.3 Preventive Maintenance Solution: Cancellation

Notice of cancellation must be made in writing by the Customer and received by Rockwell Automation sixty (60) days prior to Agreement cancellation.

Agreement could be cancelled (i) by the Customer for convenience, or (ii) by Rockwell Automation for Customer’s default, (default includes, but is not limited to nonpayment of invoices, or bankruptcy proceedings which may be in progress or anticipated).

1.1.3.1 Cancellation fees

MONTHS ON AGREEMENT	Cancellation Fee (of remaining balance)
12 months or less	10%
13-24	20%
25-36	30%
37-48	40%
49-60	50%
61-84	60%

1.1.4 Integrated Support Agreement Assurance

1.1.4.1 Summary of Included Services and Service Level Definitions

Service Levels & Content Overview	Service Options
TechConnect - Phone Support	✓
Premium Knowledge Base Support	✓
Guaranteed Remote Support Response*	Within 10 Minutes
Guaranteed Response* of Engineers (hours)	*STANDARD
Guaranteed Response* of Parts (business days)	*STANDARD
Annual Level 1 Installed Base Evaluation & Health Check: The Assurance annual audit shall be completed during the annual PM visit.	✓
Coverage Period	24 x 7
Coverage Area	System
Equipment Type	Brand New

*Note: best available

Value Enhancing Options (Available for all Service Levels)	Service Options
Onsite Dedicated Parts (BOM Price)	NOT INCLUDED
Advanced Software Support	NOT INCLUDED
Block of Time (hours)	NOT INCLUDED
Number of Full Time Embedded Resources	NOT INCLUDED
Installed Base Evaluation Upgrade to Level	STANDARD
Installed Base Evaluation Storeroom Option	NOT INCLUDED
Enhanced Installed Base Evaluation Annual Refresh	NOT INCLUDED
Initial Network Assessment	NOT INCLUDED
Annual Network Assessment Refresh	NOT INCLUDED
Application Support (Diagnostics)	NOT INCLUDED
Number of Low Voltage Drives to Start-up	0

Bill of Materials	Quantity	Description
Catalog No		
6504843621-101	1	PF7000A Medium Voltage drives

6504843621-201	1	PF7000A Medium Voltage drives
6504843621-301	1	PF7000A Medium Voltage drives
6504843621-401	1	PF7000A Medium Voltage drives

1.1.5 Product Coverage

Specific Products Covered by Assurance Integrated Support	Specific Rockwell Automation Products NOT COVERED by Assurance Integrated Support
Rockwell Automation Products ✓ Active Products ✓ Active mature ✓ End of life Products ✓ Certain Discontinued Products* ✓ PowerFlex® 7000 Series Medium Voltage Drives*	- Reliance Electric Brand Products - Industrial Control (IC) Products - Electro-mechanical devices, fuses, push buttons - Certain Discontinued Products - Encompass Partner Products

Table 1: Supported Products

1.1.6 Sequential Workflow for Assurance Integrated Support Setup

Step 1: Rockwell Automation will issue a courtesy period notification letter upon receipt of Customer's purchase order. This letter documents customer service entitlement prior to completion of the equipment audit.

Step 2: Rockwell Automation will, at its discretion, contact Customer to schedule an onsite Equipment Audit and Health Check on any new or pre-existing Rockwell Automation equipment to be covered by the Agreement. The Equipment Audit will identify the lifecycle status (active, silver, or discontinued) of the Rockwell Automation equipment and the preventative maintenance status of Medium Voltage equipment to confirm applicability of Service Level response guarantees.

Step 3: Rockwell Automation may re-quote the Agreement if the Equipment Audit identifies Rockwell Automation equipment that was not included in Customer's request for quote. Rockwell Automation will not initiate coverage until a Purchase Order Amendment or New Purchase Order is received.

Should Customer decide to not issue a revised purchase order, Rockwell Automation reserves the right to cancel the Agreement without penalty of any kind and invoice the customer for the onsite service time at standard published rates up to, but not to exceed, five days of onsite service time.

Step 4: A Welcome Kit detailing the Assurance Service entitlements and how to access the service will be issued upon completion of the initial Equipment Audit.

1.1.7 Assurance Integrated Support Services Levels & Content Overview

1.1.7.1 Premium Phone Support

- Available 8am to 5pm or 24 x 7(English only) local site time
- Provides access to a Qualified Rockwell Automation Technical Support Professional for troubleshooting customer concerns related to Rockwell Automation equipment covered under this Agreement within the service level defined time frame.
- Annual Software Maintenance
- Scheduled Genius Webinars that provide advanced level expert advice and best practices on Rockwell Automation products

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1.1.7.2 Premium Knowledge Base Support

- Library of technical documents, resolutions to all resolved technical issues, best practices
- Ask A Question - electronic support option linked to our award-winning network of over 350 automation specialists
- Interactive Forums
- Live Chat Support
- Service Ticket Management
- Software downloads & patches

1.1.7.3 Onsite Field Service Support

If determined by Rockwell Automation that a Field Service Professional is required to resolve the issue with the products covered in this Agreement, a Field Service Professional will be dispatched to the site at no additional fee.

- The Field Service Professional will arrive/be dispatched within the service level defined time frame.
- Arrival OR Dispatch Service Level Guarantees are available based on the location of the supported customer site.
- If parts replacement coverage is not included in the Assurance Integrated Support Agreement, then the Customer is responsible for providing needed replacement parts in a timely manner while the Rockwell Automation engineer is on-site. Should the customer not have and/or obtain the needed parts and the engineer needs to extend their stay or return the customer will be billed for the incremental on-site time at standard published rates.

1.1.7.4 Parts Replacement

If determined by Rockwell Automation that a replacement part is required to resolve an issue, part(s) will be sent to site within the defined service level time frame at no additional fee.

Shipping hours are normal business hours, local Hub time (excluding Rockwell Automation observed holidays.)

1.1.7.4.1 Parts Replacement Service Level Guidelines

Some equipment, while covered as part of the Agreement, will not be included in the Parts Service Level guarantee.

Specific Rockwell Automation Products Covered by Assurance Integrated Support Parts Arrival Guarantee	Specific Rockwell Automation Products Covered by Assurance Integrated Support with Parts Arrival Guarantee LIMITATIONS
Rockwell Automation Products ✓ Active Products ✓ Active Mature Products	- End of Life Products - Discontinued Products - All LiquiFlo products - Rockwell Automation or Allen Bradley Drives Frame Size 5 or Higher - PowerFlex 7000 Series Medium Voltage Drives - SMC™ Flex Controllers
*A detailed list of the parts covered will be provided as part of the Assurance Integrated Support setup process	*These products are limited to the “best available” onsite parts arrival service level

Table 2: Products Covered by Parts Arrival Guarantee

1.1.7.4.2 Parts Replacement for Discontinued Products that are no longer Repairable

A product may no longer be repairable due to many factors outside of Rockwell Automation's control. In these cases, Rockwell Automation may not know that a product is not repairable until a repair is actually attempted. If this occurs, Rockwell Automation, at its sole discretion, will do one of the following:

- Replace the defective product with direct match from repaired inventory.
- Replace the defective product with the closest match (form, fit, function) from the defective product's family
- Replace the defective product with the nearest match (form, fit, function) available from the currently available and/or new product family.

If this situation presents itself, Rockwell Automation will notify the Customer of the situation and the action Rockwell Automation is taking.

1.1.7.4.3 Parts Replacement & Return

The Customer is responsible for returning the failed parts to Rockwell Automation. The return address will be specified in the Welcome Kit. The following conditions apply.

- The parts replacement program applies to parts listed in Table 1: Supported Products
- Rockwell Automation will replace defective parts by new, remanufactured, or repaired parts which will be equivalent to new in performance.
- Shipping charges for the replacement part is provided at no charge. Shipping for the return of the failed part to Rockwell Automation is the responsibility of the Customer.
- Title of replacement parts will remain with Rockwell Automation and shall transfer to Customer once failed unit is returned to Rockwell Automation, at which time Title of the failed item transfers to Rockwell Automation.
- Late Returns will trigger a late return charge, Returns received after 30 days will be treated as non-returns and will attract a missing part charge
- If replacements or revisions are made necessary because of misuse or negligence on the part of Customer, Rockwell Automation shall supply any replacements and invoice the Customer for the replacements.

1.1.7.5 Annual Level 1 Installed Base Evaluation & Health Check

1.1.7.5.1 Annual Level 1 Installed Base Evaluation

An equipment audit will be performed to ensure both the Customer and Rockwell Automation have a detailed parts list and are aware of any equipment that may be silver, discontinued and/or ineligible for coverage.

1.1.7.5.2 Annual Health Check

For pre-existing equipment as part of the normal service initiation process, and as a recurring annual event, Rockwell Automation will travel to Customer site to perform an equipment health check. This check will be concurrent with the installed equipment audit. The following list includes examples of the typical checks performed:

Environmental observations

- Heat issues
- Humidity dew-point issues
- Cleanliness
- Damage
- Any contamination concerns

Interior of panel

- Overall appearance
- Loose wiring or hot spot concerns
- Cleanliness
- Filter condition
- Temperature
- Contamination issues
- Grounding practices followed
- Hardware installed properly
- Discoloring in panel
- Other concerns

Visual inspection of status indicators

- Communication devices
- Drives and related modules
- Controllers – note battery and date it was installed
- Power Supplies
- I/O Cards
- Servos and related modules
- HMI screens or monitors
- Safety relays
- Obsolescence status
- Other

For Medium Voltage (“MV”) Equipment, this audit will also determine if the MV Drives and/or SMC Flex products have been properly maintained per the factory recommended preventative maintenance schedule. If preventative maintenance is due or has not been performed, then a separate preventative maintenance quotation will be issued, and preventative maintenance must be performed. The MV Drives and/or SMC Flex products will not be eligible for Parts Replacement coverage until the preventative maintenance has been performed OR a Rockwell Automation representative approves Parts Replacement coverage.

1.1.7.5.3 Annual Equipment Audit

Along with the annual health check, an equipment audit will be performed to ensure both the customer and Rockwell Automation have a detailed parts list and are aware of any equipment that may be silver, discontinued and/or ineligible for coverage.

1.1.8 Service Level Agreement Compliance

In the event that Rockwell Automation fails to achieve the Service Level Commitments defined below, and such failure is not due to fault of the Customer and/or is not excused by any cause set forth in such clause titled "Force Majeure," Rockwell Automation shall grant Customer a sales credit based on the Rockwell Automation's actual service level performance throughout the SLA year. The sales credit is in lieu of any and all actual or consequential damages. The sales credit is Customer's sole remedy for Rockwell Automation's failure to perform and is in lieu of any and all other rights and remedies available at law or in equity. SLA compliance will be calculated on a quarterly basis and any sales credits will be issued on a quarterly basis.

The list below gives an overview of the sales credits associated with the SLA Compliance Levels and their conditions.

- No Sales Credit: more than 95% Service Level Agreement Compliance
- 5% Sales Credit: more than 90% Service Level Agreement Compliance, but less than 95% Service Level Agreement Compliance
- 10% Sales Credit: less than 90% Service Level Agreement Compliance

Rockwell Automation will determine the sales credit to be issued based on the actual fee applicable to the month in which the SLA commitments were not achieved. All credits must be applied during the Agreement term.

Delays caused by the freight carrier responsible for delivering replacement parts will not be attributed to Rockwell Automation in the overall SLA compliance calculations.

1.1.9 Integrated Support Agreement Assurance: Term and Termination

Agreements are based on the yearly increments quoted and will be effective from the date Rockwell Automation accepts the purchase order. The Agreement will continue for the initial term proposed and accepted. At the end of the initial term, Agreement may be renewed for a second term or terminated with no prejudice for either party.

1.1.10 Integrated Support Agreement Assurance: Termination for Cause

Agreement may be terminated for cause at any time by giving 30 days' written notice, provided one of the following circumstances occur:

- The other party commits any continuing or material breach of any of the provisions of this Agreement and, in the case of such a breach which is capable of remedy, fails to remedy the same within fourteen (14) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.
- An encumbrance takes possession, or a receiver is appointed over any of the property or assets of that other party.
- The other party makes any voluntary arrangement with its creditors or becomes subject to an administration order.
- The other party goes into liquidation (except for the purposes of an amalgamation, reconstruction, or other reorganization and in such manner that the company resulting from the reorganization effectively agrees to be bound by or to assume the obligations imposed on that other party under this Agreement).
- The other party ceases, or threatens to cease, to carry on business.

1.1.11 Integrated Support Agreement Assurance: Termination for Convenience

Agreement may be terminated for convenience at any time by giving 60 days' written notice. If terminated for convenience by Customer, payment of a cancellation fee of 50% of the remaining undelivered scope of the Agreement will apply. Cancellation fee is a genuine pre-estimate of the loss that Rockwell Automation will suffer in the event this Agreement is terminated before the end of the initial term.

1.2 Other Services

1.2.1 Services Scheduling

Subject to a four (4) week notice of Customer's requested service date, Rockwell Automation will utilize a qualified Field Service Professional ("FSP") located closest to the customer work site. If Customer provides

less than the previously stated advance notice, and a local qualified FSP is unavailable for the requested-on site date, Rockwell Automation will offer Customer the option to:

- 1) wait until the locally qualified FSP is available, or
- 2) schedule an alternative out-of-region resource, which may result in additional travel charge

1.2.2 Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Removal of, or protection from, hazardous materials.
- Electrical, structural, civil, piping, or mechanical designs and installation outside of statement of work
- Site assistance during installation outside of statement of work
- No approval drawings or approval cycle included
- Supply or modification of network media between enclosures, buildings, and process areas
- Any modifications to conduit and/or wiring that extends outside the Rockwell Automation structure detailed in this Statement of Work
- Connections to 3rd party equipment
- Field modifications upgrades or engineering changes
- Formal operator, maintenance, or electrical training
- Dispose of coolant if required

1.3 Customer Responsibilities

1.3.1 Documentation Requirements

At release of order, Customer will provide any documents required for completion of MV VFD Preventative Maintenance upon receipt of order acknowledgement confirmation.

Note: If Customer documents are not delivered by the required date, the Documented Change Request (DCR) Process will be followed to address any resulting delays.

1.3.2 Single Point of Contact

Customer will designate a representative that is authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

1.3.3 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

1.3.4 Access to the System

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this Statement of Work.

1.4 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications, and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
A1	All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	All mechanical / electrical work outside of the Rockwell Automation equipment specified in this proposal is to be installed and managed by Customer unless otherwise specified in this Statement of Work.
A3	Rockwell Automation assumes that rear access is not available on each (x4) MV VFD. Extra labor time is included due to lack of rear access to the MV VFD.
C1	Quotation Scope. This quotation includes only the hardware, software, and services that are specified in the Statement of Work.
C2	Statement of Work Validity. This Statement of Work is valid for 60 days from date of issue.
C3	Documentation. All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C4	System Performance and Design. Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's description of Work.
C5	RoHS. Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C6	Hazardous Materials. Rockwell Automation is not responsible for the removal of or protection from hazardous materials.
C7	Existing Devices. Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C8	Existing Equipment. Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required for advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment outside of this Statement of Work.
C9	Safety Integrity Level - Control System. The control system supplied by Rockwell Automation is not specifically designed to meet any Safety Integrity Level (SIL) in accordance with international/US national standard IEC-61511 / ISA84.00.01. Accordingly, it is therefore the responsibility of Customer to ensure that other measures - separate and distinct from the Rockwell Automation Statement of Work - are in place to ensure that the

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
	overall system operation is not impaired in the event of a failure of the Rockwell Automation control system.
C10	Rigging and Handling. Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of Customer. The equipment will be stored at Customer's facility in a mutually agreed upon area. A secure and dry area is required.
C11	Installation Services. Demolition, installation, and wiring services are not included in this Statement of Work. Rockwell Automation Installation Services can be offered upon request at an additional expense.
C12	Optional Services. Extended warranties, additional training, additional engineering support, and other services are available upon request and are not included in this Statement of Work.
C13	Spare Parts. Spare parts outside of this Statement of Work, are not included in this proposal.
C14	This is based on all previous PM's being completed in the previous years, unless otherwise specified
C15	Documented Change Request (DCR) Process. Changes to this scope of work requested by Customer throughout the duration of the project will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the change provision of the Terms and Conditions of Sale referenced in this Statement of Work.
C16	Customer or Site-Specific Requirements. This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C17	Working Hours. Standard Rockwell Automation working hours are Monday through Friday, 8:00 AM to 6:00 PM (first 8 hours/day). Hours not included in the scope of this Statement of Work and worked outside the standard working hours will be billed as follows: <ul style="list-style-type: none"> • 1.5 Times Standard Rate - Saturdays and any hours exceeding eight (8) on a weekday • 2.0 Times Standard Rate - Sundays and holidays
C18	Travel Time & Expenses. Travel time and expenses in excess of those which are included in this Statement of Work will be billed as follows: <ul style="list-style-type: none"> • Travel time to and from the jobsite is billed at the standard rate. • Transportation, auto rental, lodging, meals, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee.
C19	Stand-by Time. Stand-by time is not included in the scope of Work for the duration of this project. Stand-by time is defined as any delays due to issues beyond the control of Rockwell Automation. Examples include time spent on-site waiting for completion of the installation and wiring, time spent waiting for the correction of construction, and time spent troubleshooting field wiring errors. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.

Reference	Assumptions (A), Clarifications (C), and Exceptions (E)
C20	Cancellation. For the PM service: section 1.1.3; For Assurance: section: 1.1.9
C21	Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally recognized standards, and regulations, for work at the site.
C22	<p>Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices:</p> <p>1. Data Transmission Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place via secure means {e.g., Rockwell Automation’s SharePoint system; password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, Hightail File Transfer Service; Secure File Transfer Protocol (SFTP); physical media such as paper/DVD sent securely; or another equally secure means of transport}. If Customer requires Rockwell Automation to use a customer-specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer’s sole responsibility.</p> <p>2. Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry ‘best of breed’ open-source encryption solutions. The Customer must use commercially reasonable efforts to ensure against introduction of any malicious software into Rockwell Automation’s systems. These efforts include the implementation of security patches and antivirus or anti-malware solutions to remediate any vulnerabilities.</p> <p>3. Remote Access Remote access by Rockwell Automation’s personnel into Customer’s control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer’s sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer’s system.</p>
E1	This field intentionally left blank.

Table 3: Assumptions, Clarifications, and Exceptions

1.5 Rockwell Automation Commitment for Sales Through Distribution

In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable, in the exercise of reasonable commercial efforts, to perform such obligations "due to the effects of the COVID-19 pandemic that are beyond the control of Rockwell Automation" and/or third parties, including without limitation, logistics, and materials suppliers.

General. This Commitment (“Commitment”) covers purchase by Distributor’s customer (“Customer”) from Distributor of the hardware, and/or software (individually a “Product” and collectively “Products”), and/or services (“Services”) and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the “Work”) to be provided by Rockwell Automation, Inc. and/or its affiliates (“Rockwell Automation”). Its terms are integral to the Statement or Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell

Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

Warranty. (a) *Warranty for the Work:* Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) *Products Warranty:* Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(c) *Services Warranty:* Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

(d) *Remedies:* Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) *General:* Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

Disclaimer and Limitation of Liability. NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS

ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

Software Licenses and Ownership. (a) *Standard Software.* Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) *Documentation and Application Software.* Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) *Ownership of Pre-existing Intellectual Property.* Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) *No Other Licenses.* Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

Government Clauses and Contracts. No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

Confidentiality. (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

Delivery. Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

Acceptance. (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

Changes. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

Temporary Suspension of Work by Customer. Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

Safety and Standards. Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may

apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end users, if different from Customer) facility, equipment, process, information system, or data.

Site Rules, Licenses, Permits, Site Preparation. (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

Customer Specification. (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) *RoHS*: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

Customer Information. (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work.

(b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third-party suppliers and service providers.



El Dorado Irrigation District
 Medium Voltage Preventative Maintenance
 Fixed Price
 30250269.10

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Effective Date. This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

Accepted.

Customer: _____

Date: _____

The information contained in this document consists of technical, commercial and/or financial information, which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document. The recipient agrees to return the document to Rockwell Automation upon request.

2 Distributor Commercial Terms

2.1 Pricing Summary

Rexel's price is based on the Statement of Work set forth in Section 1 above. All prices are in U.S. Dollars. Quotation is valid for 60 days from date of issue.

Offer Description	Distributor Price	
Medium Voltage Service Agreement (72-month)	\$ 285,060.00	
<i>72 Month Preventative Maintenance Service Agreement Included</i>		
Integrated Support Agreement Assurance™	\$ 184,167.00	
Payment Terms	Payment Distribution	
Medium Voltage Service Agreement: Yearly Billings: 6 years, Starting Upon Receipt of Purchase Order	\$ 47,510.00	per year
Integrated Support Agreement Assurance™ Yearly Billings: 6 years, Starting Upon Receipt of Purchase Order.	\$ 30,694.50	per year

The total price provided is based on the purchase of the full scope of supply. Unless unit pricing is called out as an add or delete price, any itemized unit pricing is approximate and provided for informational purposes only and does not constitute an offer.

2.2 Invoicing Schedule

See pricing tables

2.3 Purchase Order Instructions

Please provide 1 Purchase Order for total of contract with 6 billing dates and years
Please send Purchase Order to Michael.Mullin@Rexelusa.com

2.4 Rexel Terms and Conditions of Sale

Seller's Terms & Conditions of Sale ("Terms & Conditions") Rexel USA Inc. Terms Conditions of Sale (Rev. 03-01-2021)

1. ACCEPTANCE: Acceptance of any order is subject to credit approval by Seller, acceptance of the order by Seller and, when applicable, Seller's vendor (i.e. manufacturers, vendors, or other third parties that provide goods to Seller for resale to Buyer ("Vendors")). If Seller, in its sole discretion, determines that Buyer's ability to pay or credit becomes unsatisfactory or it has reasonable grounds for insecurity, Seller reserves the right, upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate this agreement with no liability to Seller.

BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER, BUYER CONFIRMS THAT THESE TERMS & CONDITIONS SHALL GOVERN ALL PURCHASES OF GOODS,

MATERIALS AND/OR SERVICES PROVIDED TO BUYER BY SELLER (COLLECTIVELY "GOODS") BY BUYER FROM SELLER. SELLER OBJECTS TO AND REJECTS ANY CHANGES OR ADDITIONAL OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER ACCEPTED BY SELLER, OR OTHERWISE) AND NO SUCH TERMS WILL CHANGE THESE TERMS & CONDITIONS UNLESS ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE TERMS & CONDITIONS VERBALLY. SELLER OBJECTS TO AND REJECTS ANY TERMS BETWEEN BUYER AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR "FLOWDOWN" TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM BUYER TO SELLER, UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

2. **PRICES AND TAXES:** Buyer agrees to pay the prices quoted by Seller and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall collect applicable taxes unless Buyer at the time of order submits a valid and complete tax exemption, reseller's permit, or resale certificate. Buyer agrees to indemnify the Seller for any tax, penalty and interest incurred as a result of Seller's good faith acceptance of a tax exemption, reseller's permit, or resale certificate that is later found to be incomplete or invalid. Prices on special-order Goods may be subject to change before shipment; Seller shall notify Buyer of any change, and Buyer may at its discretion cancel the special-order Goods if the revised prices are unacceptable, without charge other than applicable Vendor related charges. Any increase in Seller's costs associated with the imposition of new tariffs after the date of quotation may be passed through to Buyer.

3. **PAYMENT AND SET OFF:** Payment terms are 30 days net from the invoice date or upon such other terms approved by Seller in writing. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase. Buyer expressly represents it is solvent at the time it places any order with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. Seller may obtain and use your credit history for credit evaluation purposes. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction. Seller may at all times set off any amount that Buyer, or any affiliate of Buyer, owes to Seller against any amount that Seller, or any Seller affiliate, owes to Buyer.

4. **REMEDIES FOR NON-PAYMENT:** If Buyer fails to make any payment when due, Seller reserves the right to suspend performance. Buyer agrees to pay a charge on all amounts past due at the rate of 1 ½% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's reasonable attorney fees and court costs, if any, incurred by Seller to collect payment, and all applicable interest charges. Buyer acknowledges that transactions to which these terms relate are commercial transactions. To the extent not contrary to applicable law, Buyer (i) waives any available homestead exemption, (ii) irrevocably authorizes Seller to appoint a representative to appear in a court of competent jurisdiction to confess a judgment without process in Buyer's favor for such amount that remain unpaid, and (iii) consent to immediate execution upon any such judgment. Buyer voluntarily and knowingly waives its right to notice, demand, presentment, protest and any hearing to which it may be entitled under any state or federal law relating to any right or remedy (including prejudgment remedies) that Seller may elect to use or of which it may avail itself.

IMPORTANT NOTICE: A CONFESSION OF JUDGMENT PROVISION AND OTHER WAIVERS CONTAINED HEREIN CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE. IF YOU DO NOT PAY ON TIME, THESE WAIVERS ALLOW SELLER TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE OR YOUR PRIOR KNOWLEDGE. YOU ARE GIVING UP YOUR RIGHT TO

NOTICE AND TRIAL. SELLER MAY OBTAIN JUDICIAL REMEDIES TO COLLECT AMOUNTS DUE REGARDLESS OF ANY CLAIMS YOU MAY HAVE (INCLUDING WITHOUT LIMITATION, CLAIMS FOR RETURNED OR FAULTY GOODS, FAILURE BY SELLER TO COMPLY WITH THIS AGREEMENT, OR ANY OTHER CAUSE).

5. TITLE AND RISK OF LOSS OR DAMAGE: As to Goods delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damage shall be on Buyer. All other sales are F.O.B., point of shipment, and Buyer takes title and assumes responsibility for risk of loss or damage at the point of shipment for such sales. Claims for Goods damaged in transit are Buyer's sole responsibility when not delivered by Seller's truck.

6. QUOTATIONS: All quotations expire thirty (30) days from the date of the quotation unless otherwise noted on the quotation. This time limit applies even if Buyer uses the quotation to submit a job or project bid to any other party.

7. ASSIGNMENT: An order shall not be assigned by Buyer without the express written consent of Seller. Consent will not be required, however, for internal transfers and assignments as between either party and its affiliates, and nothing herein shall limit either party's right to factor or sell receivables.

8. RETURN OF PRODUCTS AND ORDER CANCELLATION: Seller shall accept returns of normal stock Goods for a period of ninety (90) days following shipment for exchange or refund of the purchase price; provided, that Goods must be in their original cartons, unopened and unused. Stock returns that are used, opened, and/or not in their original packaging may be subject to a minimum 15% restocking fee or the return may be refused based on the condition of the returned material. Non-stock returns will generally be disallowed except for situations where a returns material authorization or appropriate credit has been provided by the Vendor. Applicable sales tax will be refunded where allowed by applicable law or statute.

9. TERMINATION: Either party may terminate the whole or any part of the other party's performance under any order if (a) there is a material breach of these Terms & Conditions of Sale and the breaching party does not cure such failure within ten (10) days of written notice by the non-breaching party; provided, that the non-breaching party may require the breaching party to continue its performance to the extent not terminated; (b) the other party ceases to conduct operations in the normal course of business, (c) any proceeding under any bankruptcy or insolvency laws is brought by or against the other party, (d) a receiver is appointed or applied for by the other party, or (e) an assignment for the benefit of creditors is made by the other party.

10. INTERPRETATION RESPONSIBILITY; PRODUCT USE AND SAFETY: Seller does not guarantee that the Goods it sells conform to any plans and specifications or intended use. When plans and specifications are involved, Buyer is solely responsible for verifying Seller's interpretations of such plans and specifications, and it is Buyer's sole responsibility to assure that Seller's Goods will be accepted on any specific job. When Seller offers substitute Goods on any proposal, Buyer is solely responsible for confirming their acceptability. BEFORE BUYER USES OR INSTALLS ELECTRICAL PRODUCTS, IT IS BUYER'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS. NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH "SAFETY-RELATED" APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.

11. DELIVERY: Seller is a distributor and not a manufacturer and factory shipping dates given in advance of actual shipment are approximate and not guaranteed.

12. EXCUSABLE DELAYS: Seller shall have no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes,

government priorities, transportation delays, insolvency or other inability to perform by Seller's Vendor, or any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.

13. CLAIMS: Claims for any nonconforming Goods must be made by Buyer, in writing, within ten (10) days of Buyer's receipt of such Goods and must state with particularity all material facts concerning the claim then known to Buyer. Failure by Buyer to give notice within such ten (10) day period shall constitute an unqualified acceptance of such Goods by Buyer, and a waiver of any right to reject or revoke acceptance of such Goods.

14. WARRANTIES: (a) SELLER'S WARRANTIES: Seller warrants that all Goods sold are new unless otherwise designated and, upon payment in full by Buyer of the Goods, free and clear of any security interests or liens. Buyer's exclusive remedy for breach of such warranties shall be replacement with a new product (if applicable) or termination of any security interests or liens. Seller is a distributor and not a manufacturer and makes no independent warranties other than those set forth herein. (b) VENDOR'S WARRANTIES: Seller shall also assign to Buyer any Vendor warranties and/or remedies provided to Seller by its Vendor. (c) INTELLECTUAL PROPERTY INFRINGEMENT: SELLER DISCLAIMS ANY AND ALL WARRANTIES AND/OR INDEMNIFICATIONS AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURE. SELLER SHALL, IF GIVEN PROMPT NOTICE BY BUYER OF ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT WITH RESPECT TO ANY GOODS SOLD HEREUNDER, REQUEST THE MANUFACTURER TO GRANT FOR THE BUYER SUCH WARRANTY OR INDEMNITY RIGHTS AS THE MANUFACTURER MAY CUSTOMARILY GIVE WITH RESPECT TO SUCH GOODS. (d) LIMITATIONS: THERE ARE NO OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS, IMPLIED OR BY STATUTE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. NO REPAIR OF GOODS OR OTHER COSTS ARE ASSUMED BY SELLER UNLESS AGREED TO, IN ADVANCE, IN WRITING. UNLESS AGREED TO IN ADVANCE IN WRITING, WARRANTIES ARE ONLY VALID IN THE UNITED STATES OF AMERICA AND ITS TERRITORIES. REPAIR OR REPLACEMENT SHALL BE AT THE ORIGINAL PLACE OF DELIVERY.

15. LIMITATIONS OF LIABILITY: UNLESS APPLICABLE LAW OTHERWISE REQUIRES, SELLER'S AND ANY VENDOR'S TOTAL LIABILITY TO BUYER, BUYER'S CUSTOMERS OR TO ANY OTHER PERSON, RELATING TO ANY PURCHASES GOVERNED BY THESE TERMS & CONDITIONS, FROM THE USE OF THE GOODS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED BY SELLER (BY ANY METHOD, INCLUDING A WEB SITE), IS LIMITED TO THE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. NEITHER SELLER NOR ITS VENDORS SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, DIRECT, CONSEQUENTIAL OR PENAL DAMAGES (INCLUDING, BUT NOT LIMITED TO BACKCHARGES, LABOR COSTS, COSTS OF REMOVAL, REPLACEMENT, TESTING OR INSTALLATION, LOSS OF EFFICIENCY, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, DAMAGE TO ASSOCIATED GOODS, LATENESS OR DELAYS IN DELIVERY, UNAVAILABILITY OF GOODS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME, OR CLAIMS FROM BUYER'S CUSTOMERS OR OTHER PARTIES). IF SELLER FURNISHES BUYER WITH ADVICE OR OTHER ASSISTANCE WHICH CONCERNS ANY GOODS SUPPLIED HEREUNDER, OR ANY SYSTEM OR EQUIPMENT IN WHICH ANY SUCH GOODS MAY BE INSTALLED, AND WHICH IS NOT REQUIRED PURSUANT TO THESE TERMS & CONDITIONS, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT SELLER TO ANY LIABILITY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS. 16. MISCELLANEOUS (a) EXPORTS: If Goods are sold for export, Seller's Standard Terms & Condition for Export Sales apply.

Acceptance of export orders is not valid unless confirmed in writing by Seller. Buyer, NOT Seller, is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export of any Goods purchased from Seller.

(b) ANTI-MONEY LAUNDERING RESTRICTIONS: Seller rejects questionable orders and payments: Except for pre-approved credit arrangements, Seller rejects third-party payments, cashiers' checks, money orders and bank drafts. Seller accepts only checks imprinted with Buyer's name; wire transfers originated in Buyer's account; letters of credit with Buyer as account party; and credit or debit cards in Buyer's name. All payments must be by single instrument in the amount of the invoice, less credits, from banks acceptable to Seller.

(c) GOVERNING LAW: These Terms & Conditions and all disputes related to it shall be governed by the laws of the State of New York, United States of America, without giving effect to its conflict of law rules.

(d) BUYER PARTIES: For the purposes of these Terms & Conditions, the term "Buyer" shall mean the Buyer party set forth on the quotation or other sales agreement to which these Terms & Conditions are attached or in which they are incorporated by reference.

(e) SELLER PARTIES: For the purposes of these Terms & Conditions, the term "Seller" shall mean the Seller party set forth on the quotation or other sales agreement to which these Terms & Conditions are attached or in which they are incorporated by reference which may include Rexel USA Inc. or any of its subsidiaries, affiliates, business units or divisions including but not limited to (i) Rexel Automation Solutions, (ii) Rexel Commercial and Industrial, (iii) Gexpro, (iv) Platt Electric Supply, (v) Rexel Energy Solutions, (vi) Capitol Light, (vii) Parts Super Center, (viii) Brohl & Appell, (ix) New Haven Supply, and (x) Utility Supply Group.

JUSTIFICATION FOR STANDARDIZATION

AR 3061.09 Standardization of Goods and Services

The General Manager may authorize the uniform adoption or other standardization of a good or service to promote efficiency or for other good cause when the good or service is designated to match others in use, or planned to be used, by the District. All standardizations shall be valid for a term up to three years, which term may be extended one time up to three additional years after examining market conditions and upon a determination by the General Manager that the standardization still serves the District's best interests.

Requester Name: Liz Carrington

Department: Engineering (with Operation's input)

Goods/Services to be standardized: See attached list

Service Provider: See attached list

Purpose of Use: Electrical and Instrumentation components used at the District's water and wastewater facilities

Justification requesting standardization for goods or services (attach additional back-up if necessary):

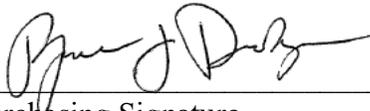
The District frequently works with our consultants as well as developer consultants for upgrades to existing water and wastewater stations. Historically it has proven beneficial for the District, as well as design consultants, to have a standardized list of equipment. Operation's equipment recommendations are based on their field experience of which items perform well and not well in our particular application. Additionally, standardizing on electrical and instrumentation equipment reduces costs to the District by minimizing the number of spares required, and minimizes time spent for troubleshooting during emergency situations.

Are the goods or services available from more than one source? YES NO . If yes, please list known source(s). If no, please list the single-source of availability (vendor name, city and state):

Most are available from multiple sources although several are represented by a single local distributor.

Approvals will be obtained electronically.

Recommended: 6-30-2022



Purchasing Signature

Ryan Deakyne

Print Name

Note(s): This standardization is being updated to reflect additional Allen Bradley Powerflex 7000 Medium Voltage. All else remains the same. Updated items are on page 6 in RED. This replaces the existing E&I standardization with updated vendor references as well as additional rationale and cost info. Purchasing supports this strategic sourcing strategy.

Standardization expiration date: 9-22-2024

Proposed Standardization for EID Electric and Instrumentation (E&I)

September 2021

Description	Manufacturer & Model	Sole Brand	Single Source	Vender Name	Reason	Estimated Value per Unit
Analytical Instrumentation	Hach various models depending on application	Y			Current standard throughout the District and is easily programmable and maintainable. Established integration and reporting software will not work with other manufacturers.	Ranges from \$1,500 to \$20,000 depending on application
Automatic Transfer Switch (ATS)	ABB ZTS Series (Formerly GE Zenith ZTS Series)	Y	Y	CFM-SF, Inc.	Current standard throughout the District and is easily programmable and maintainable.	Ranges from \$2,500 to \$40,000 depending on application
Bubbler Level Transmitter	Ott CBS Series	Y			Matches existing units in the field and found to be very reliable and maintainable.	\$2,500
Control Panel	Technical Systems, Inc. various models depending on application	Y	Y	Technical Systems, Inc.	Matches existing units in the field and found to be very reliable and maintainable.	Ranges from \$20,000 to \$50,000 depending on application
Disconnect Switch	Eaton DH Series	Y			Matches existing units in the field and reduces quantity of spares required. Improves staff safety	Ranges from \$1,000 to \$10,000 depending on application
Door Intrusion Switch	Sentrol 2507A	Y			Matches existing units in the field and reduces quantity of spares required.	\$100
Ethernet Switch	Allen Bradley Stratix Series	Y	Y	Rexel Inc.	Matches existing units in the field and reduces quantity of spares	Ranges from \$1,000 to \$4,000

					required. Unit allows for remote view at a network level.	depending on application
Fiber Optic Cable and Accessories	Corning various models depending on application	Y			Matches existing units in the field and reduces quantity of spares required.	Ranges from \$100 to \$15,000 depending on application
Generator Docking Station	Trystar various models depending on application	Y			Matches existing units in the field. It is compatible with portable generator cable connectors used at the District.	Ranges from \$1,000 to \$10,000 depending on application
Magnetic Flowmeter	ABB Watermaster Series	Y	Y	CFM-SF, Inc.	Current standard throughout the District and is easily programmable and maintainable.	Ranges from \$1,500 to \$30,000 depending on application
Manual Transfer Switch (MTS)	ABB ZTS Series (Formerly GE Zenith ZTS Series)	Y		CFM-SF, Inc.	Current standard throughout the District and is easily programmable and maintainable.	Ranges from \$1,500 to \$30,000 depending on application
Molded Case Circuit Breaker	Eaton C series SPB series	Y			Matches existing units in the field and reduces quantity of spares required.	Ranges from \$200 to \$15,000 depending on application
Motor Control Center	Eaton FlashGard MCC	Y			Matches existing units in the field and reduces quantity of spares required. Improves staff safety.	Ranges from \$10,000 to \$50,000 depending on application
Network Cabinet and Accessories	nVent (Hoffman)	Y			Matches existing units in the field and reduces quantity of spares required	Ranges from \$1000 to \$10,000 depending on application

Operator Interface Terminal (OIT)	Allen Bradley PanelView Series	Y	Y	Rexel, Inc.	Matches existing units in the field and is easily programmable and maintainable.	\$4,000
Portable Generator Receptacles	Cooper Interconnect Cam-Lok "J" Series Connectors	Y			Matches existing units in the field and allows for quick connection of emergency generators.	\$100
Power Phase Fail Relay	TimeMark Model 2652	Y			Matches existing units in the field and found to be very reliable and maintainable.	\$400
Power Monitor	Allen Bradley PowerMonitor	Y	Y	Rexel, Inc.	Matches existing units in the field and reduces quantity of spares required.	Ranges from \$2,000 to \$5,000 depending on application
Pressure Transmitter	Rosemont 3051 Series	Y			Matches existing units in the field and found to be very reliable and maintainable.	\$3,000
Programmable Logic Controller (PLC) including Software and Support	Allen Bradley – ControlLogix, CompactLogix, or MicroLogix per District discretion	Y	Y	Rexel, Inc.	Matches existing units in the field and is easily programmable and maintainable.	Ranges from \$1,000 to \$50,000 depending on application
Remote Telemetry Unit	Campbell Scientific CR series	Y			Matches existing units in the field and is easily programmable and maintainable.	\$10,000
SCADA Antenna	Katherin SCALA per District discretion	Y			Matches existing units in the field and is a rugged design with broad bandwidth.	\$500
SCADA Radio	Teledesign TS4000 Series 4RF Aprisa Series	Y	Y	Teledesign 4RF	Matches existing in the field. Meets splinter channel bandwidth and FCC approval for singular data protocol. (Teledesign is obsolete and in process of being phased out)	\$1,500

Soft Starters	Motortronics VMX Series	Y	Y	Motortronics	Matches existing units in the field and found to be very reliable and maintainable.	Ranges from \$1,500 to \$20,000 depending on application
Submersible Level Transducer	GE Druck	Y			Matches existing units in the field and found to be very reliable and maintainable.	\$1,500
Uninterruptible Power Supply (UPS)	APC SMT Series	Y			Matches existing units in the field and found to be very reliable and maintainable.	\$1,000
Ultrasonic Level Transmitter	Pulsar Ultra Series with dB sensor	Y			Matches existing units in the field and found to be very reliable and maintainable.	\$2,500
Variable Frequency Drive (VFD) including Software and Support	Allen Bradley PowerFlex Series	Y	Y	Rexel, Inc.	Matches existing units in the field and found to be very reliable and maintainable.	Ranging from \$1,500 to \$40,000 depending on application
Voltage Detector	Grace Engineered Products, Inc. VoltageVision R-3W series	Y			Matches existing units in the field and found to be very reliable and maintainable. Improves staff safety	\$500

Variable Frequency Drive (VFD) including software support and maintenance

Allen Bradley 7000 Powerflex Medium Voltage Above 600volts to 86,000volts

Y

Y

Rexel, Inc.

Matches existing system architecture.

\$150,000 to \$300,000

- Added 6-30-2022



Folsom Lake Intake Electrical Service Contract

August 8, 2022

Previous Board Actions

- February 24, 2020 – The Board approved multiple contracts for construction and support of the Folsom Lake Intake Improvement Project.

Background

- The Folsom Lake Intake Facility (Intake) delivers District water supplies available at Folsom Lake to the El Dorado Hills Water Treatment Plant



Summary of Issues

- Four new submersible pumps powered by four 4,160 volt variable frequency drives (VFDs)
- Detailed preventive maintenance and service program needed to ensure reliability of these VFDs
- Contract needed due to increased safety concerns with new 4,160 voltage equipment
- Prior service 480 voltage



Proposed Maintenance Contract

- 6 year contract covering 7-year maintenance cycle
- Year 1 covered by original construction contract

	2022	2023	2024	2025	2026	2027	2028
Equipment Service Description	0	1	2	3	4	5	6
Change Filter Package – Yearly Requirement		X	X	X	X	X	X
Battery – Yearly Maintenance Requirement		X	X	X	X	X	X
Power Supply Package – Required at 5, 10 , 15 , 20					X		
Self-Powered Power Supply – Required at 5,10, 15, 20					X		
Cooling Fans- Required at year 10, 20							X

Support Contract

- Rexel only area vendor for Rockwell products VFD manufacturer
- Staff negotiated with Rockwell to secure the best level of service
- Phone support within 10 minutes – 24 hours a day
- Database access to Rockwell's knowledge base troubleshooting guides and software
- Onsite field service, if needed
- Covers part replacement as needed

Rockwell Parts and Service Use

- The District has used Rockwell parts and services for automation and electrical needs for over 3 decades

Service Contract Cost

Cost Overview of Rockwell Automation Contract

Sections of the Contract	Annual Cost	Cost for 6 years
Preventive Maintenance	\$47,510.00	\$285,060
Integrated Support Contract Assurance	\$30,694.50	\$184,167
Total Annual & 6 Year Cost	\$78,204.50	\$469,227

Note: This is a 6 year fixed cost.

Board Options

- Option 1:
Award a contract to Rexel in the not-to-exceed amount of \$469,227 for electrical preventative maintenance and service of the Folsom Lake Intake electrical equipment for a period of six years.
- Option 2:
Take other action as directed by the Board.
- Option 3:
Take no action.

Staff and GM Recommendation

- Option 1:
Award a contract to Rexel in the not-to-exceed amount of \$469,227 for electrical preventative maintenance and service of the Folsom Lake Intake electrical equipment for a period of six years.

Questions?