

**AGENDA FOR THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF THE
TEMESCAL VALLEY WATER DISTRICT
MARCH 10, 2022, 8:30 A.M. AT
THE DISTRICT'S ADMINISTRATIVE OFFICE
22646 TEMESCAL CANYON ROAD,
TEMESCAL VALLEY, CALIFORNIA 92883**

The following is a summary of the rules of order governing meetings of the Temescal Valley Water District Board of Directors:

AGENDA ITEMS

In case of an emergency, items may be added to the Agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage; a crippling disaster; or other activity, which severely imperils public health, safety or both. Also, items, which arise after the posting of Agenda, may be added by a two-thirds vote of the Board of Directors.

PUBLIC COMMENT

Persons wishing to address a matter not on the Agenda may be heard at this time; however, no action will be taken until placed on a future agenda in accordance with Board policy.

NOTICE TO PUBLIC

All matters listed under the Consent Calendar will be voted upon by one motion. There will be no separate discussion of these items, unless a Board Member or member of the public requests that a particular item(s) be removed from the Consent Calendar, in which case, they will be considered separately under New Business.

**IF ANYONE WISHES TO SPEAK WITH THE BOARD
ABOUT ANY CONSENT CALENDAR MATTER(S),
PLEASE STATE YOUR NAME, ADDRESS,
AND APPROPRIATE ITEM NUMBER(S).**

AFFIDAVIT OF POSTING

I, Allison Harnden, Office Manager of the Temescal Valley Water District, hereby certify that I caused the posting of the Agenda at the District office at 22646 Temescal Canyon Road, Temescal Valley, California 92883 before March 7, 2022.

Allison Harnden, Office Manager

**AGENDA FOR SPECIAL MEETING
March 10, 2022**

Page No.

1. **Roll Call and Call to Order.**
2. **Presentations and Acknowledgments.**
3. **Public Comment.**

BOARD ITEMS:

4. **Resignation of Director Rodriquez.** **5-10**
RECOMMENDATION: Form ad hoc committee to interview candidates.
5. **Election of Officers to fill the vacant Vice President, Secretary/Treasurer positions.** **(-)**
RECOMMENDATION: To be made by the Board.
6. **Resolution No. R-22-01, Resolution of Intention to Fill Vacancy on Board of Directors Temescal Valley Water District, Riverside County, California.** **11-12**
RECOMMENDATION: Adopt Resolution No. R-22-01.
7. **Tabled for Documentation at February 22nd Meeting.** **13-23**
 - a. Dudek General Management and Engineering Services contract.
RECOMMENDATION: Terminate existing Dudek contracts to align with start of new contract and enter into new Independent Contractor Agreement for General Manager and District Engineer.
8. **Committee Assignments.**
 - a. Finance - Make Recommendation for March and April **(-)**
 - b. Engineering -Make Recommendation for March and April **(-)**

9. Adjournment.

(-)

MEMORANDUM

DATE: March 10, 2022

TO: Board of Directors
Temescal Valley Water District

FROM: Jeff Pape, General Manager

SUBJECT: Notice of Board Vacancy

District staff has received the attached letter of resignation from Director Paul Rodriguez. The District must notify the county election official of the vacancy within 15 days of the effective date. The District is permitted to fill the resulting vacancy in accordance with California Government Code Section 1780, which stipulates two methods for the District to fill the vacancy:

1. The District Board may appoint a successor with 60 days of receipt or effective date of the notice of resignation, whichever is later.
2. The District may call an election within the same 60 day time period.

If no action is taken by the District within the 60 days, the issue is turned over to the County Board of Supervisors, who may make an appointment or call an election within 90 days of the vacancy. The District has traditionally filled the vacancy by making an appointment themselves due to the cost of holding an election and the desire to fill the seat with highly qualified candidates.

Should your Board decide to follow this approach, the following procedure will need to be followed for filling the vacancy:

- Appoint an Ad hoc committee to interview and recommend a replacement Board Member.
- Direct staff to post a Notice of Vacancy at three (3) conspicuous locations within the district. The posting must be displayed at least 15 days prior to appointment of new director.
- The Ad Hoc committee will provide the Board with a list of interested candidate(s).
- The Board will consider the candidate(s) in an open session at a board meeting and will make an appointment within 60 days of the effective date of the resignation or notice of the Board vacancy, whichever is later.
- The District then completes a Certificate of Posting Notice.
- The District notifies the Registrar of Voters of the Board's selection.

The new director will hold office until the next general district election to be held in November of 2023, at which time they will be able to run in the general election.

RECOMMENDATION

It is recommended that the Board of Directors:

Respectfully submitted,

Jeff Pape,
General Manager

February 14, 2022

Mr. Charles Colladay
President
Temescal Valley Water District
22646 Temescal Canyon Road
Temescal Valley, CA 92883

Subject: Retirement/Resignation from Temescal Valley Water District Board of Directors

Charlie,

Thank you for the leadership, guidance, and encouragement you have shown during my 24 years serving on the Temescal Valley Water District (TVWD) Board of Directors. It has been a profound honor to serve the Temescal Valley community alongside you, past and current Board members and a dedicated team of administrative and operations professionals. The time has come for me to step aside and encourage the next wave of community leaders to step in and build upon the successes we have achieved together. I hereby submit my resignation from the TVWD Board and all related assignments effective February 28, 2022.

I am confident in the current direction of the District and am proud of the progress we have made. When I joined back in February, 1998, we had little more than 1,000 customers, no significant recycled/non-potable system and modest reserves with which to rely upon for future needs. Since then, we have seen significant growth and investment from new communities, construction and operation of a robust non-potable water system that now accounts for 40% of our water sales by volume, a reserve balance that ensures continued, timely investment in reliable and efficient deliveries, and creation of the Groundwater Sustainability Plan that will reduce our reliance on imported water for generations to come. These accomplishments were made possible by the contributions of many toward sound policies, strong leadership and a commitment to our customers.

I wish you and everyone involved at TVWD continued success.

Sincerely,


Paul Rodriguez



NOTICE OF VACANCY

NOTICE IS HEREBY GIVEN THAT there is one (1) vacancy in the TEMESCAL VALLEY WATER DISTRICT due to the resignation of PAUL RODRIGUEZ.

NOTICE IS FURTHER GIVEN THAT appointment will be made as prescribed by Government Code Section 1780 by the Board of Directors of said district.

Date: _____

Assistant District Secretary

California Government Code Section 1780

(a) Notwithstanding any other provision of law, a vacancy in any elective office on the governing board of a special district, other than those specified in Section 1781, shall be filled pursuant to this section.

(b) The district shall notify the county elections official of the vacancy no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.

(c) The remaining members of the district board may fill the vacancy either by appointment pursuant to subdivision (d) or by calling an election pursuant to subdivision (e).

(d) (1) The remaining members of the district board shall make the appointment pursuant to this subdivision within 60 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.

(2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(3) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(e) (1) In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(f) (1) If the vacancy is not filled by the district board by appointment, or if the district board has not called for an election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, then the city council of the city in which the district is wholly located, or if the district is not wholly located within a city, the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may appoint a person to fill the vacancy within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, or the city council or board

of supervisors may order the district to call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the city council or board of supervisors calls the election.

(g) (1) If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the remaining members of the district board or the appropriate board of supervisors or city council have not filled the vacancy and no election has been called for, then the district board shall call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(h) (1) Notwithstanding any other provision of this section, if the number of remaining members of the district board falls below a quorum, then at the request of the district secretary or a remaining member of the district board, the appropriate board of supervisors or the city council shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy.

(2) The board of supervisors or the city council shall only fill enough vacancies by appointment or by election to provide the district board with a quorum.

(3) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold the office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(4) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(5) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is held 130 or more days after the date the city council or board of supervisors calls the election.

RESOLUTION NO. R - 22 - 01

**RESOLUTION OF INTENTION
TO FILL VACANCY ON BOARD OF DIRECTORS
TEMESCAL VALLEY WATER DISTRICT,
RIVERSIDE COUNTY, CALIFORNIA**

WHEREAS, there is a vacancy on the Board of Directors due to resignation of Board member Paul Rodriguez;

NOW, THEREFORE, it is resolved that the Board of Directors of the Temescal Valley Water District shall appoint a replacement Board member at its meeting on April 26, 2022.

ADOPTED, SIGNED and APPROVED this 10th day of March 2022.

ATTEST:

APPROVED:

By: _____
Secretary, Board of Directors
Temescal Valley Water District

By: _____
President, Board of Directors
Temescal Valley Water District

Date: _____

Date: _____

I, _____ hereby certify that I am the duly appointed and presently acting Secretary of Temescal Valley Water District, a California Water District; that the foregoing is a full and correct copy of Resolution No. R-22-01 of said District; that said Resolution was duly adopted on March 10, 2022 at a Special meeting of the Board of Directors of said District by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of March 2022.

_____, Secretary
Temescal Valley Water District

(SEAL)

**INDEPENDENT CONTRACTOR AGREEMENT
FOR GENERAL MANAGER AND DISTRICT ENGINEER**

THIS AGREEMENT is entered into effective the 1st day of March, 2022, by and between the TEMESCAL VALLEY WATER DISTRICT, a California water district (hereinafter called “TVWD”), and DUDEK, a California corporation (hereinafter called “DUDEK”). The parties agree as follows:

1. DUTIES.

A. General Manager. DUDEK agrees to exercise due skill and care to perform the functions and duties of a General Manager for the TVWD, including but not limited to those duties identified under *Exhibit A - Scope of General Manager Services* attached hereto, and to accomplish such other results as the TVWD Board of Directors shall from time to time assign. Except as otherwise expressly provided in this Agreement or by written modification thereof, all duties in fulfillment of General Manager duties shall be performed by Jeff R. Pape.

B. District Engineer. DUDEK agrees to exercise due skill and care to perform the functions and duties of District Engineer for TVWD, as expressly set forth in *Exhibit B – Scope of District Engineer Services*. TVWD expressly reserves the right to elect to retain others to perform the work otherwise set forth in *Exhibit B*. In no event shall DUDEK perform any design services for projects in which it previously prepared the contract specification, or the request for proposal or for qualification, or work that requires a competitive bid under TVWD policies. Except as otherwise expressly provided in this Agreement or by written modification thereof, all duties in fulfillment of District Engineer duties shall be performed by Justin Scheidel.

C. Key Personnel. Jeff R. Pape and Justin Scheidel are deemed key personnel under this Agreement. No key personnel, or his/her successor approved by TVWD, shall be removed or replaced by DUDEK, nor shall his/her agreed upon scope of services be changed without the prior written consent of TVWD. Should the services of any key personnel no longer be available to DUDEK, the resumé and proposed qualifications of the proposed replacement shall be submitted to TVWD for review and approval or disapproval as soon as possible, but in no event later than seven (7) days prior to the departure of the key personnel, unless DUDEK is not provided with such notice by the departing personnel.

2. COMPENSATION. *TVWD agrees to pay DUDEK monthly for the General Manager services at the rate for the District General Manager and the District Engineer in accordance with the attached Exhibit C – Schedule of Charges (District Management) and for all other Engineering services there shall be at a 10% discount of the appropriate classification for the specific work in accordance with the attached Exhibit C. The Schedule of charges shall be updated and incorporated annually each year.* Other charges or fees, such as mileage, shall also be paid in accordance with *Exhibit C*, so long as such *Exhibit C* is not inconsistent with this Agreement. In no event however, shall DUDEK exceed the yearly budget as determined and approved by TVWD for General Manager services without the expressed consent of the TVWD’s Board of Directors.

3. TERM. The term of this Agreement shall be 3 years, from March 1st, 2022, through and including April 30th, 2024, plus up to two (2) extensions of one (1) year each at the option of TVWD, unless terminated per requirements of Paragraph 4 below.

4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving 90 days written notice to the other party. TVWD may cease to assign functions or duties to DUDEK at any time without the same constituting a breach of this Agreement.

5. TVWD OWNERSHIP AND CONTROL OF DATA. All data, maps, and electronic files (collectively, "Data") generated by DUDEK in the course and scope of this agreement shall be the sole property of TVWD. DUDEK shall deliver such Data and/or the control of such Data to TVWD at the termination of this Agreement.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. DUDEK shall exonerate, indemnify, defend, and hold harmless TVWD (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all Federal, State and Local taxes, charges, fees, insurance, benefits, or contributions required to be paid with respect to DUDEK and DUDEK's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security, health benefits, retirement benefits [including PERS], other benefits or insurance, and payroll tax withholding). The parties agree that because DUDEK is an independent contractor, none of the foregoing taxes, charges, fees, benefits or contributions are required to be paid to or on behalf of DUDEK.

B. DUDEK agrees to indemnify, defend, and hold harmless TVWD, its officers, officials, employees, and agents from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent or other faulty act or omission of DUDEK, its agents, employees, subcontractors, and subconsultants pursuant to this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of TVWD, its officers, agents, and/or employees, or other third parties.

C. TVWD agrees to indemnify, defend, and hold harmless DUDEK, its officers, officials, employees, and agents from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent or other faulty act or omission of DUDEK, its agents, employees, subcontractors and subconsultants pursuant to this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of DUDEK, its officers, agents, and/or employees, or other third parties.

7. INSURANCE. DUDEK, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with the following insurance coverage(s) and requirements. Such insurance coverage shall be "occurrence coverage" insurance and shall be primary coverage as respects TVWD and any insurance or self-

insurance maintained by TVWD shall be in excess of DUDEK's insurance coverage and shall not contribute to it.

A. Types of Required Insurance and Minimum Limits

- (1) Workers Compensation and Employer's Liability Insurance coverage in the minimum statutorily required coverage amounts.
- (2) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (3) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
- (4) Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage

B. Other Insurance Provisions. The required insurance policies, and each of them, are to contain, or be endorsed to contain, the following provisions or meet the following standards:

- (1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TVWD, its officers, officials, employees or volunteers.
- (2) TVWD is an additional insured and the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (3) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- (4) Verification of Coverage. DUDEK shall furnish TVWD with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the TVWD before work commences. TVWD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (5) The insurer will give, by first class mail, notice to the District at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy.
- (6) The TVWD Board of Directors may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and/or forms of such insurance are either not commercially available or that TVWD's interests

are otherwise fully protected.

8. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, DUDEK agrees as follows. DUDEK shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition(cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. DUDEK agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of this non-discrimination clause.

9. INDEPENDENT CONTRACTOR STATUS. DUDEK and TVWD have reviewed and considered the principal test and secondary factors for determination of whether DUDEK is an independent contractor and not an employee and agree that DUDEK is an independent contractor and not an employee of TVWD. DUDEK is responsible for all taxes, charges fees, insurance, benefits or contributions required to be paid or withheld on behalf of Jeff R. Pape and any employee or agent of DUDEK. DUDEK is not entitled to any TVWD employee benefits. TVWD agrees that DUDEK shall have the right to control the manner and means of performing the work contracted for herein.

10. NONASSIGNMENT. Except for DUDEK's use of subcontractors or subconsultants as provided under *Exhibit A – Scope of General Manager Services* or *Exhibit B – Scope of District Engineer Services*, no party to this Agreement may assign any right or obligation pursuant to this Agreement. Any other attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

11. RETENTION AND AUDIT OF RECORDS. DUDEK shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by TVWD, whichever occurs first. DUDEK hereby agrees to be subject to the examination and audit by the TVWD Auditor, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

12. ENTIRE BINDING AGREEMENT; MODIFICATION. This Agreement shall be binding upon the successors of TVWD and DUDEK. This Agreement contains the entire agreement between TVWD and DUDEK relating to DUDEK's performance of the functions and duties of Interim General Manager of the TVWD. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be required to be in writing and signed by both TVWD and DUDEK.

13. WAIVER. No covenant or condition of this Agreement can be waived except by the written consent of both TVWD and DUDEK. Forbearance or indulgence by TVWD and/or DUDEK in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed

by party obligated. TVWD and/or DUDEK shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence. Nor shall TVWD's or DUDEK's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.

14. CONFIDENTIALITY.

- a. DUDEK, its employees, agents, subconsultants and subcontractors may be granted access to certain confidential information provided by (or contained in the records of) TVWD and/or its attorneys in the course of performing the work required under this Agreement. DUDEK warrants that it shall keep all such information strictly confidential and agrees to undertake any actions necessary to ensure that DUDEK's employees, agents, subconsultants and subcontractors shall keep all such information confidential.
- b. DUDEK's obligation to maintain confidentiality concerning all confidential information received under this Agreement shall not terminate on completion of this Agreement, but rather shall survive the termination of this Agreement, regardless of the manner of termination.

15. SEVERABILITY. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on the parties, unless the term, condition or covenant held invalid is a material part of the consideration for this Agreement.

16. VENUE AND GOVERNING LAW. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Riverside, State of California. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

17. COPYRIGHTED MATERIALS. All materials created by DUDEK (including but not limited to documents, studies, drawings, map models, photographs, field data, computerized material and reports) shall immediately be provided to TVWD as "deliverables" under this Agreement and TVWD shall immediately become entitled to possession and ownership thereof for the purposes intended by this Agreement. However DUDEK maintains the copy and intellectual property rights of such "deliverables" and hereby gives TVWD the right to use such "deliverables" for the project or purpose intended by TVWD. DUDEK shall have no financial or professional liability resulting from any unauthorized changes to said deliverables made by TVWD or other third parties, nor for any reliance or use of said deliverables by TVWD or other third parties for purposes other than as intended by this Agreement. If DUDEK's deliverables exist in electronic or computerized format, or are transferred in electronic or computerized format, any stamp, seal and signature shall be original to be valid, and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.

18. CAPTIONS. Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

19. TIME OF THE ESSENCE. Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

20. COMPLIANCE WITH LAW. In performing the work required under this Agreement, DUDEK shall comply with all applicable federal, state, local and TVWD laws, regulations, and ordinances.

21. CONFLICT OF INTEREST. DUDEK warrants that it presently does not have and will not acquire any direct or indirect financial interest which would conflict with its performance of this Agreement.

22. NOTICES. Any notice, tender, delivery, or other communication made in accordance with this Agreement shall be in writing and shall be addressed to the recipient party at the address indicated for that party below.

To TVWD:

TEMESCAL VALLEY Water District
Attn: Finance Manager
22646 Temescal Canyon Road
Corona, CA 92883
tel. 951-277-1414
fax 951-277-1419

To DUDEK:

DUDEK
Attn: Jeff R. Pape
605 Third Street
Encinitas, CA 92024
tel. 760-942-5147
fax 760-942-5206

23. STANDARD OF PERFORMANCE. DUDEK shall perform the work required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the general management profession in the TVWD geographical area. All instruments of service of whatsoever nature which DUDEK delivers to TVWD pursuant to this Agreement shall be prepared in a substantial, first class and manager-like manner and conform to the standards of quality normally observed by a person practicing in DUDEK's profession.

24. ATTACHMENTS. This Agreement includes the following attachments:

- Exhibit A – Scope of General Manager Services
- Exhibit B – Scope of District Manager Services
- Exhibit C – DUDEK 2022 Schedule of Charges

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written and hereby represent having the authority to do so.

DUDEK

TEMESCAL VALLEY Water District

By: _____
Joe Monaco,
President and CEO

By: _____
Charlie Colladay,
TVWD Board President

APPROVED AS TO FORM:

By: _____
David R. Saunders,
TVWD General Counsel

Exhibit A
Scope of General Manager Services

- Implementation of District Ordinances, Resolutions, Bylaws and Policies (including but not limited to processing and making recommendations regarding permits, fees and charges
- Enforcement of District Ordinances, Resolutions, Bylaws, and Policies
- Management of the District's CFD's
- Hiring and employment decisions for temporary employees and recommendations regarding same for regular employees. Overall management of District employees, agents, volunteers, consultants and contractors
- Preparation of District policy and procedure
- Direction of preparation of Agendas, Agenda materials and Notices for Board of Directors meetings
- Contract negotiation and agreement preparation
- Execution of District documents to the extent duly authorized to do so
- Annual budget forecasting and preparation
- Long range capital and strategic budget planning
- Review of monthly revenue and expenditure reports and annual audit
- Employee performance review
- Representation of District in meetings with officials of other agencies and entities with which the District does business
- Special projects management
- District master planning
- Coordination of plan checking and design review or proposed District facilities
- Review of landowner and developer entitlements for District required infrastructure requirements
- Maintain District records
- Organization of District record keeping
- Coordination of election procedures
- Coordination of annual audit and accounting
- Such other services as may customarily be assigned to a General Manager

Exhibit B
Scope of District Engineer Services

1. Developer Plan Check Services - Review of:
 - a) Water, Sewer, and RW improvement plans
 - b) Development Master Plans
 - c) Submittals for construction
 - d) As-built drawings
 - e) Engineering Consultant Plan Check Services

2. TVWD GIS
 - a) WEB Hosting of Internet-based GIS
 - b) GIS programming for data management
 - c) As-built plan integration

3. Design work
 - a) Small Infill Water, Sewer, RW pipeline design
 - b) Operational improvements for WRF
 - c) Pump sizing
 - d) Map production
 - e) Plan plotting

4. Studies
 - a) Sewer Master Plan
 - b) Potable Water Master Plan
 - c) Recycled Water Master Plan
 - d) Specialized Water, Wastewater and Sludge Processing Plan
 - e) Review of proposed equipment

5. Projects
 - a) Scope development
 - b) RFQ development
 - c) RFP development
 - d) Bidding support
 - e) Construction engineering support

Exhibit C
DUDEK Schedule of Charges

DUDEK 2022 Standard Schedule of Charges

Engineering Services

Project Director	\$310.00/hr
Principal Engineer III	\$285.00/hr
Principal Engineer II	\$275.00/hr
Principal Engineer I	\$265.00/hr
Program Manager	\$255.00/hr
Senior Project Manager	\$255.00/hr
Project Manager	\$245.00/hr
Senior Engineer III	\$240.00/hr
Senior Engineer II	\$230.00/hr
Senior Engineer I	\$220.00/hr
Project Engineer IV/Technician IV	\$210.00/hr
Project Engineer III/Technician III	\$200.00/hr
Project Engineer II/Technician II	\$185.00/hr
Project Engineer I/Technician I	\$165.00/hr
Senior Designer II	\$190.00/hr
Senior Designer I	\$185.00/hr
Designer	\$175.00/hr
Assistant Designer	\$170.00/hr
CADD Operator III	\$165.00/hr
CADD Operator II	\$155.00/hr
CADD Operator I	\$140.00/hr
CADD Drafter	\$125.00/hr
CADD Technician	\$115.00/hr
Project Coordinator	\$145.00/hr
Engineering Assistant	\$120.00/hr

Environmental Services

Project Director	\$255.00/hr
Senior Specialist IV	\$235.00/hr
Senior Specialist III	\$225.00/hr
Senior Specialist II	\$210.00/hr
Senior Specialist I	\$195.00/hr
Specialist V	\$185.00/hr
Specialist IV	\$175.00/hr
Specialist III	\$165.00/hr
Specialist II	\$150.00/hr
Specialist I	\$140.00/hr
Analyst V	\$130.00/hr
Analyst IV	\$115.00/hr
Analyst III	\$105.00/hr
Analyst II	\$95.00/hr
Analyst I	\$85.00/hr
Technician III	\$75.00/hr
Technician II	\$65.00/hr
Technician I	\$55.00/hr

Mapping and Surveying Services

Application Developer II	\$195.00/hr
Application Developer I	\$155.00/hr
GIS Analyst V	\$205.00/hr
GIS Analyst IV	\$165.00/hr
GIS Analyst III	\$145.00/hr
GIS Analyst II	\$130.00/hr
GIS Analyst I	\$115.00/hr
UAS Pilot	\$115.00/hr
Survey Lead	\$185.00/hr
Survey Manager	\$135.00/hr
Survey Crew Chief	\$115.00/hr
Survey Rod Person	\$95.00/hr
Survey Mapping Technician	\$95.00/hr

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$185.00/hr
Senior Project Manager	\$175.00/hr
Construction Manager	\$160.00/hr
Project Manager	\$150.00/hr
Resident Engineer	\$150.00/hr
Construction Engineer	\$150.00/hr
On-site Owner's Representative	\$140.00/hr
Prevailing Wage Inspector	\$139.00/hr
Construction Inspector	\$135.00/hr
Administrator/Labor Compliance	\$100.00/hr

Hydrogeology/HazWaste Services

Project Director	\$305.00/hr
Principal Hydrogeologist/Engineer II	\$280.00/hr
Principal Hydrogeologist/Engineer I	\$260.00/hr
Senior Hydrogeologist V/Engineer V	\$240.00/hr
Senior Hydrogeologist IV/Engineer IV	\$230.00/hr
Senior Hydrogeologist III/Engineer III	\$220.00/hr
Senior Hydrogeologist II/Engineer II	\$210.00/hr
Senior Hydrogeologist I/Engineer I	\$200.00/hr
Project Hydrogeologist V/Engineer V	\$185.00/hr
Project Hydrogeologist IV/Engineer IV	\$175.00/hr
Project Hydrogeologist III/Engineer III	\$165.00/hr
Project Hydrogeologist II/Engineer II	\$155.00/hr
Project Hydrogeologist I/Engineer I	\$145.00/hr
Hydrogeologist/Engineering Assistant	\$120.00/hr

District Management & Operations

District General Manager	\$210.00/hr
District Engineer	\$205.00/hr
Operations Manager	\$160.00/hr
District Secretary/Accountant	\$135.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	\$125.00/hr
Grade IV Operator	\$110.00/hr
Grade III Operator	\$100.00/hr
Grade II Operator	\$80.00/hr
Grade I Operator	\$75.00/hr
Operator in Training	\$75.00/hr
Collection Maintenance Worker	\$75.00/hr

Creative Services

Creative Services IV	\$165.00/hr
Creative Services III	\$150.00/hr
Creative Services II	\$135.00/hr
Creative Services I	\$120.00/hr

Publications Services

Technical Editor IV	\$165.00/hr
Technical Editor III	\$150.00/hr
Technical Editor II	\$135.00/hr
Technical Editor I	\$120.00/hr
Publications Specialist IV	\$120.00/hr
Publications Specialist III	\$110.00/hr
Publications Specialist II	\$100.00/hr
Publications Specialist I	\$90.00/hr
Clerical Administration	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.