

REGULAR BOARD MEETING AGENDA

April 21, 2015 2:00 PM

NOTE CHANGED LOCATION: Saddle Creek Spa Fitness Club
1280 Saddle Creek Drive, Copperopolis, CA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES TO ORDER OF AGENDA

5. PUBLIC COMMENT (Each speaker is limited to two (2) minutes)

Members of the public appreciated for taking the time to attend this meeting and provide comments on matters of District business. Any member of the public may address the Board relating to any matter within the Board's jurisdiction. This need not be related to any item on the agenda; however, the Board cannot act on an item unless it was noticed on the agenda.

6. CONSENT CALENDAR

Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

- a. Review of monthly financial report and approval of bills and claims for the month of March 2015.
- b. Approval of the minutes of the Regular Board Meeting of March 17, 2015.

7. OLD BUSINESS

None

8. NEW BUSINESS

- a. Report on the status and projections for water supply to support Saddle Creek CSD, Castle & Cooke and Golf Course operations and permit compliance.
- b. Review of the Governor's proclamation related to water conservation and provide a report on the implementation process and the likely effects on our community look/operations.
- c. Review of the scope of work and community benefits available through the \$3 million grant received by the Tuolumne Stanislaus Integrated Regional Water Management Region, including possible local water conservation and greywater workshops, reimbursements for water saving home improvements and greywater reuse.
- d. Approval of a resolution adopting standard agreements to be used by the District in contracting for consulting services and construction work.

9. STAFF REPORTS:

Brief reports will be provided by District staff to inform the Board and public on the status of general operational and administrative matters. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future meeting agenda.

- a. Site Manager
- b. General Manager

10 DIRECTORS REPORTS:

Brief reports will be provided by District Board members to inform on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future meeting agenda.

11 ADJOURNMENT

Agenda Materials: May be viewed on the bulletin boards outside the Saddle Creek Pro Shop, on the Sports Club Bulletin Board and at the CSD Website on the Saturday proceeding each meeting date. Materials will also be available at the meeting.

Americans with Disabilities Act Compliance: If you require special assistance to participate in Board Meetings, please contact the CSD Clerk at (209) 785-0100. Advance notification will enable the District to make reasonable arrangements to insure accessibility.

BALANCE SHEET

As of March 31, 2015

ASSETS	TOTAL
Current Assets	
Bank Accounts	
1000 Umpqua Bank Checking	393,004.76
1080 Umpqua Bank CD Accounts	
1081 CD #7405	25,811.32
1082 CD #46165	25,128.56
1083 CD #46207	25,128.56
1084 CD #46249	25,094.04
1085 CD #46124	25,094.04
Total 1080 Umpqua Bank CD Accounts	<u>\$ 126,256.52</u>
Total Bank Accounts	\$ 519,261.28
Accounts Receivable	
1200 Accounts Receivable	1,472.00
Total Accounts Receivable	<u>\$ 1,472.00</u>
Total Current Assets	<u>\$ 520,733.28</u>
Fixed Assets	
1500 Capital Assets	
1501 Equipment	267,138.76
1503 Roads	2,360,462.00
1504 Easements	10,344,000.00
1505 Buildings	79,000.00
Total 1500 Capital Assets	<u>\$ 13,050,600.76</u>
1600 Accumulated Depreciation	
1601 Equipment	-184,679.03
1603 Roads	-616,865.62
1605 Buildings	-16,590.00
Total 1600 Accumulated Depreciation	<u>-\$ 818,134.65</u>
Total Fixed Assets	<u>\$ 12,232,466.11</u>
TOTAL ASSETS	<u><u>\$ 12,753,199.39</u></u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	8,248.76
Total Accounts Payable	<u>\$ 8,248.76</u>
Credit Cards	
2040 CSDA Bank of the West MC	24,682.68
Total Credit Cards	<u>\$ 24,682.68</u>
Other Current Liabilities	
2100 Payroll Liabilities	613.68
Board of Equalization Payable	40.48
Total Other Current Liabilities	<u>\$ 654.16</u>
Total Current Liabilities	<u>\$ 33,585.60</u>
Total Liabilities	\$ 33,585.60
Equity	
3800 Developer Capital Contributions	12,198,795.62
3900 Retained Earnings	652,029.95
Net Income	-131,211.78
Total Equity	<u>\$ 12,719,613.79</u>
TOTAL LIABILITIES AND EQUITY	<u><u>\$ 12,753,199.39</u></u>

Friday, Apr 17, 2015 PDT

SADDLE CREEK COMMUNITY SERVICES DISTRICT
FY 2014 MONTHLY BUDGET REPORT
March 2015

Code		Current Year - 2015				Prior Year - 2014				
		(Approved) FY 2015	(Expenditures) Month of March	(Expenditures) Year to Date	% of Budget	(Adjusted) FY 2014	(Expenditures) Month of March	(Expenditures) Year to Date - Prior Year	% of Budget	
EXPENSES										
OPERATIONAL EXPENSES										
OE01	Audit Expense	\$ 7,500	\$ -	\$ -	0%	\$ 7,500	\$ -	\$ -	0%	
OE02	Accounting & Bookkeeping	\$ 500	\$ -	\$ -	0%	\$ 6,000	\$ 463	\$ 2,763	46%	
OE03	On-line Back-up/Notary Fees/Bonds	\$ 351	\$ 326	\$ 326	93%	\$ 1,000	\$ -	\$ 326	33%	
OE04	Legal Expenses	\$ 1,500	\$ -	\$ -	0%	\$ 1,500	\$ -	\$ -	0%	
OE05	Management Fees	\$ 57,000	\$ 4,750	\$ 14,250	25%	\$ -	\$ -	\$ -	N/A	
OE06	Insurance (Property Loss/Liability)	\$ 8,000	\$ -	\$ -	0%	\$ 8,000	\$ -	\$ -	0%	
OE07	Miscellaneous/Contingency	\$ 2,000	\$ 31	\$ 196	10%	\$ 5,000	\$ -	\$ -	0%	
OE08	Professional Development (Travel/Training)	\$ 6,000	\$ -	\$ 1,717	29%	\$ 5,000	\$ 192	\$ 2,912	58%	
OE09	Dues, Certifications & Subscriptions	\$ 4,000	\$ -	\$ 2,316	58%	\$ 4,000	\$ -	\$ 261	7%	
OE10	Uniform Expenses	\$ 2,200	\$ -	\$ 345	16%	\$ 1,600	\$ -	\$ 666	42%	
OE11	Electric Power/Water/Sewer	\$ 6,000	\$ 221	\$ 730	12%	\$ 5,000	\$ 488	\$ 1,266	25%	
OE12	Telephone/Pager Service	\$ 5,000	\$ 341	\$ 1,054	21%	\$ 5,000	\$ 349	\$ 1,052	21%	
OE13	Internet Service	\$ 1,200	\$ 90	\$ 270	23%	\$ 1,200	\$ 75	\$ 225	19%	
OE14	Office Supplies/Postage	\$ 5,000	\$ 344	\$ 919	18%	\$ 4,500	\$ 603	\$ 1,906	42%	
OE15	Office Equipment Repair/Replacement	\$ 3,000	\$ -	\$ 347	12%	\$ 2,300	\$ -	\$ 1,299	56%	
OE16	Gate Maintenance & Opener Purchase (4)	\$ 4,000	\$ (6,660)	\$ 615	15%	\$ 4,000	\$ -	\$ -	0%	
OE17	Street & Main Gate Lighting Maint/Repair	\$ 13,500	\$ -	\$ 4,800	36%	\$ 13,500	\$ 716	\$ 5,516	41%	
OE18	Landscape Supplies & Repairs	\$ 21,000	\$ 9,815	\$ 14,061	67%	\$ 21,000	\$ 6,012	\$ 12,739	61%	
OE19	Landscape Equipment Repair/Replacement	\$ 14,000	\$ 4,263	\$ 7,797	56%	\$ 16,500	\$ 10,281	\$ 11,094	67%	
OE21	Landscape Equipment Gas & Oil	\$ 7,000	\$ -	\$ 1,379	20%	\$ 7,000	\$ 81	\$ 1,016	15%	
OE22-1	Mosquito Control Products (4)	\$ 14,513	\$ 1,731	\$ 2,081	14%	\$ 13,500	\$ -	\$ -	15%	
OE22-2	Mosquito Abatement Monitoring & Testing	\$ 3,000	\$ 49	\$ 994	33%	\$ 3,000	\$ 63	\$ 810	0%	
OE22-3	Mosquito Abatement Vehicles Gas & Oil	\$ 13,000	\$ 2,329	\$ 2,803	22%	\$ 13,000	\$ 1,855	\$ 2,922	27%	
OE22-4	Mosquito Abatement Equipment Maintenance	\$ 5,890	\$ 2,550	\$ 2,550	43%	\$ 5,000	\$ -	\$ -	22%	
OE26	County Fees/LAFCO (2)	\$ 6,000	\$ -	\$ -	0%	\$ 6,500	\$ -	\$ -	0%	
OE30	Reimbursable Maint/Repair Expense (1)	\$ 10,000	\$ 8	\$ 365	4%	\$ -	\$ -	\$ 2,038	0%	
OE31	Records Management Services	\$ 2,400	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Total Operational Expenses:		\$ 223,554	\$ 20,188	\$ 59,915	27%	\$ 160,600	\$ 21,178	\$ 46,773	29%	
PERSONNEL EXPENSES										
PE01	Worker Compensation Insurance	\$ 14,241	\$ 2,581	\$ 2,581	18%	\$ 16,000	\$ -	\$ 2,564	16%	
PE02	Health Insurance	\$ 60,000	\$ 4,106	\$ 11,496	19%	\$ 58,780	\$ 3,076	\$ 12,305	21%	
PE03	Payroll Taxes	\$ 24,182	\$ 917	\$ 5,038	21%	\$ 28,000	\$ 1,828	\$ 5,896	21%	
PE04	Processing Fees	\$ 1,400	\$ 113	\$ 343	25%	\$ 1,400	\$ 113	\$ 353	25%	
PE05	Directors Stipend	\$ 6,000	\$ -	\$ -	0%	\$ 6,000	\$ -	\$ -	0%	
PE06	Employee Wages	\$ 267,304	\$ 9,773	\$ 52,101	19%	\$ 310,000	\$ 20,598	\$ 62,042	20%	
Total Personnel Expenses:		\$ 373,127	\$ 17,490	\$ 71,559	19%	\$ 420,180	\$ 25,615	\$ 83,160	20%	

SADDLE CREEK COMMUNITY SERVICES DISTRICT
FY 2014 MONTHLY BUDGET REPORT
March 2015

Code		Current Year - 2015				Prior Year - 2014			
		(Approved) FY 2015	(Expenditures) Month of March	(Expenditures) Year to Date	% of Budget	(Adjusted) FY 2014	(Expenditures) Month of March	(Expenditures) Year to Date - Prior Year	% of Budget
	CAPITAL OUTLAY								
CO04	2015 Chevrolet Silverado (2014)					\$ 30,799	\$ -		0%
CO04	(2) Workman MDX Cart (2014)					\$ 22,768	\$ -		0%
CO04	Workman HD w/Bed (2014)					\$ 17,499			
	Total Capital Outlay:	\$ -	\$ -	\$ -	22%	\$ 71,066	\$ -	\$ -	0%
	TOTAL EXPENSES	\$ 596,681	\$ 37,678	\$ 131,474	22%	\$ 651,846	\$ 46,793	\$ 129,933	20%

PAYMENTS AND ASSESSMENTS RECEIVED

Assessment Income

		Date Rec'd:	Amount:		Date Rec'd:	Amount:
Payment No. 1:	FY 2013-14	Mar 2, 2015	\$ 311,982	FY 2012-13	Feb 7, 2014	\$ 305,793
Payment No. 2:				FY 2013-14	May 30, 2014	\$ 224,421
Payment No. 3:				FY 2013-14	Aug 29, 2014	\$ 28,096
	Total Assessment Income		\$ 311,982			\$ 558,310

(2) Reimbursement Income/Receivable

From:	For:	Date Rec'd:	Amount:		Date Rec'd:	Amount:
SDRMA	Gate repairs	Apr 7, 2015	\$ 1,472			
Toro Equipment	Gate Repairs					
Castle & Cooke	Tractor/Equipment Repairs			Mar-Aug, 2014	\$ 4,204	
	Total Reimbursement Income		\$ 1,472			\$ 4,204

Other Income

From:	For:	Date Rec'd:	Amount:		Date Rec'd:	Amount:
Castle & Cooke	Weed Abatement			Oct, 2014	\$ 2,500	
Lot Owners	Weed Abatement			Aug-Nov 2014	\$ 1,700	
Lot Owners	Gate Openers/Cards	Feb - Mar	\$ 205	Jan-Dec 2014	\$ 549	
Umpqua Bank	CD Interest	Jan-Feb 2015	\$ 57	Jan-Nov 2014	\$ 238	
Calaveras County	Interest Received			Jan-Sept 2014	\$ 314	
Various	Other Miscellaneous			Jan-Oct, 2014	\$ 264	
Central Life Sciences	Adapco Rebate (4)			Aug 15, 2014	\$ 1,724	
	Total Other Income		\$ 262			\$ 7,288

Notes

- (1) 2014 - Equip Maint/Repair expenses billed to Castle & Cooke - Payment shown in Reimbursement Income
- (2) To alleviate overreporting the expense, reimbursements Receivable are booked in Accounts Receivable to immediately offset the charge to the expense
- (3) Beginning Balances for March changed due to the adjustment required to switch to accrual basis in Accts PE03 - Payroll Taxes and PE06 Wages

Saddle Creek Comm Srvs District
Check Detail
March 2015

Date	Num	Name	Amount
03/01/2015	1748	Kampa Community Solutions, LLC	(4,750.00)
03/01/2015	1747	California State Disbursement Unit	(103.00)
03/01/2015	1746	MLB Visa	(4,101.22)
03/02/2015		Intuit Full Service Payroll	(113.00)
03/05/2015	DD	DOLORES C BAKER	(169.58)
03/05/2015	DD	Mark A. Dunlop	(933.37)
03/05/2015	DD	Gregory Hebard	(2,192.47)
03/05/2015	DD	Ralph M. McGeorge	(1,494.27)
03/05/2015	DD	MICHELE L MENZIES	(115.64)
03/05/2015	DD	BRADLEY D NICKELL	(993.27)
03/05/2015	DD	PHYLLIS J RICHARDS	(11.30)
03/11/2015		IRS	(2,181.88)
03/11/2015		CA EDD	(336.15)
03/17/2015	1751	SDRMA-Health Ins.	(4,105.50)
03/17/2015	1758	Sew & Sow	(65.22)
03/17/2015	1757	Bryco Supply	(1,142.19)
03/17/2015	1756	Public Health Foundation Enterprises Inc	(882.00)
03/17/2015	1755	Calaveras County Elections Department	(1,784.72)
03/17/2015	1754	SDRMA-Workers Comp Authority	(2,581.00)
03/17/2015	1753	SC Fuels	(838.51)
03/17/2015	1752	California State Disbursement Unit	(103.00)
03/20/2015	1762	CODY L PONDER	(903.41)
03/20/2015	DD	DOLORES C BAKER	(302.08)
03/20/2015	DD	Mark A. Dunlop	(933.37)
03/20/2015	DD	Gregory Hebard	(2,192.46)
03/20/2015	DD	HERNAN M HERNANDEZ	(501.54)
03/20/2015	DD	Ralph M. McGeorge	(1,494.28)
03/20/2015	DD	MICHELE L MENZIES	(81.73)
03/20/2015	DD	BRADLEY D NICKELL	(993.26)
03/23/2015	127951	PG&E - 7193	(220.95)
03/25/2015		CA EDD	(377.20)
03/25/2015		IRS	(2,638.66)
			<u>(39,636.23)</u>

Draft
SADDLE CREEK COMMUNITY SERVICES DISTRICT
MINUTES FOR THE MEETING OF THE BOARD OF DIRECTORS
March 17, 2015

CALL TO ORDER:

The Saddle Creek Community Services District (CSD) Board of Directors held their monthly meeting on Tuesday March 17, 2015. President Robinson called the meeting to order at 2:00 PM in the Members Lounge and led Directors and staff in the Pledge of Allegiance.

ROLL CALL: Roll call indicated the following directors were present:

President:	Charlie Robinson
Vice President	Sue Russ
Director	Lawrence Hoffman
Director	Kent Lazarus
Director	Kenneth Albertson

Staff:	The following staff members were present:	
	General Manager/ Treasurer	Peter Kampa
	Site Manager: Clerk	Greg Hebard Michele Menzies

Public: None

PLEDGE OF ALLEGIANCE:

CONSENT TO THE ORDER OF AGENDA:

None suggested.

PUBLIC COMMENT:

None

CONSENT CALENDAR: Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion of these items unless a member of the Board, Staff or a member of the public requests specific items to be set aside for separate action.

- a. Review of monthly financial report and approval of bills and claims for the month of February 2015.

- b. Approval of the minutes of the Regular Board Meeting of February 17, 2015 with changes as mentioned.
- c. M/ by Director Lazarus and S/ by Director Albertson to move approval of expenditures incurred by the district during the month of February, and approval of the minutes.
M/ passed unanimously.

OLD BUSINESS:

None

NEW BUSINESS:

- a. Consideration of various Board actions related to the potential water supply shortage in the Saddle Creek Community:
 - i. Consideration of a formal joint request from the District, Castle & Cooke and the Golf Resort to Calaveras County Water District to implementation of options for assured community water supply reliability.
 - ii. Consideration of development of an agreement between the Districts, Castle & Cooke, the Golf Resort and Calaveras County Water District recognizing that the water supply needed by the District for the water quality basins in the community is exempt from the CCWD drought restrictions pursuant to the existing regulatory permits.

GM Kampa gave a detailed presentation to the Board explaining the Agreements between the District, Castle & Cooke, the Golf Resort and Calaveras County Water District.

- b. Consideration of a formal District position on the rescission of the Calaveras County Water Districts NPDES permit, which currently allows discharge of treated wastewater effluent into the District managed water quality basins (wetlands ponds.)

GM Kampa feels that the taking away of the permit will take away a lot of Flexibility with regard to water supply for all purposes.

M/ by Director Robinson and S/ by Director Lazarus to directed GM Kampa to get together with the Golf Course Management and the Development Management to discuss mutual agreeable methods of dealing with the issues regarding water and the NPDES permit and our ability to continue to fill the ponds and keep the development of the golf course viable. Also conversations with CCWD in whatever form they may take. M/ passed unanimously.

- c. Resolution approving the District policy on Board meeting agenda preparation.

M/ by Director Robinson and S/ by Director Lazarus to move approval of resolution of the District policy on Board Meeting agenda preparation.
M/ passed unanimously

STA REPORTS:

Brief reports will be provided by District staff to inform the Board and public on the status of general operational and administrative matters. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future meeting agenda.

Site Manager: Greg advised the Board that we have upgraded the gates again. He had to order more receivers for each gate as they are almost full. He also advised that the gate clicker also work on the construction gate.

He also wanted the Board to be aware that when they water the plants with the water truck there is no restrictions on the amount of water that is used because it is considered construction water. Also the water truck and water that is used belongs to Castle and Cooke.

DIRECTORS REPORTS:

President Robinson – None

V/President Russ – None

Secretary Albertson – None

Director Hoffman – None

Director Lazarus - None

AD JOURNMENT – Having no further business, President Lazarus adjourned the meeting at 3:37 PM. CSD's next board meeting date is April 21, 2015.

Michele Menzies, CSD Clerk

Peter Kampa, General Manager

APPROVED BY:

Charlie Robinson, Board President

Sue Russ, V/President

SEAL

Executive Department
State of California

EXECUTIVE ORDER B-29-15

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.

13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.

20. The Department shall take actions required to plan and, if necessary, implement Emergency Drought Salinity Barriers in coordination and consultation with the Water Board and the Department of Fish and Wildlife at locations within the Sacramento - San Joaquin delta estuary. These barriers will be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for essential human health and safety uses in 2015 and in the future.
21. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals for the purpose of installation of the Emergency Drought Salinity Barriers.
22. The Department shall immediately consider voluntary crop idling water transfer and water exchange proposals of one year or less in duration that are initiated by local public agencies and approved in 2015 by the Department subject to the criteria set forth in Water Code section 1810.
23. The Water Board will prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages. As the Department of Public Health's drinking water program was transferred to the Water Board, any reference to the Department of Public Health in any prior Proclamation or Executive Order listed in Paragraph 1 is deemed to refer to the Water Board.
24. The California Department of Forestry and Fire Protection shall launch a public information campaign to educate the public on actions they can take to help to prevent wildfires including the proper treatment of dead and dying trees. Pursuant to Government Code section 8645, \$1.2 million from the State Responsibility Area Fire Prevention Fund (Fund 3063) shall be allocated to the California Department of Forestry and Fire Protection to carry out this directive.
25. The Energy Commission shall expedite the processing of all applications or petitions for amendments to power plant certifications issued by the Energy Commission for the purpose of securing alternate water supply necessary for continued power plant operation. Title 20, section 1769 of the California Code of Regulations is hereby waived for any such petition, and the Energy Commission is authorized to create and implement an alternative process to consider such petitions. This process may delegate amendment approval authority, as appropriate, to the Energy Commission Executive Director. The Energy Commission shall give timely notice to all relevant local, regional, and state agencies of any petition subject to this directive, and shall post on its website any such petition.

26. For purposes of carrying out directives 2–9, 11, 16–17, 20–23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.

31. In order to ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

Agency/Department/Board	Program Name	Code Section	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	Dec 15	
State Water Resources Control Board	Small Community Wastewater	79723		Draft Guidelines Released	Public Workshops			Final Guidelines; Grant Solicitation Ongoing							
State Water Resources Control Board	Clean, Safe and Reliable Drinking Water	79724 (a)(1)				Draft Guidelines Released	Public Workshops			Final Guidelines Date; Solicitation Ongoing and Continuous					
Baldwin Hills Conservancy	Ballona Creek/Baldwin Hills Watershed Program	79731 (a)		Draft Guidelines to Board (2/27)	Public Workshops	Final Guidelines Review by CNRA	Board Adoption (5/22)								
Tahoe Conservancy	Ecosystem and Watershed Protection and Restoration Program in the Lake Tahoe Basin	79731 (b)	Draft to Guidelines Board		Public Workshops	Final Guidelines Review by CNRA; Board Update/Adoption (4/23)		Board Adoption (6/18, if necessary)							
Coachella Valley Mountains Conservancy	Coachella Valley Multibenefit Ecosystem and Watershed Protection and Restoration Projects Grant Program	79731 (c)	Draft Guidelines to Board (1/12)	Draft Guidelines Released	Public Workshops	Final Guidelines Review by CNRA	Board Adoption (5/12)								
Ocean Protection Council	Proposition 1 Grant Program	79731 (d)					Draft Guidelines				Final Guidelines		Grant Solicitation		
San Diego River Conservancy	Water Quality and Supply, Watershed Restoration and Habitat Enhancement Program	79731 (e)		Draft Guidelines Released	Public Workshops										
San Gabriel and Lower LA Rivers and Mountains Conservancy	Multibenefit Water Quality, Water Supply, and Watershed Protection and Restoration Program	79731 (f)	Draft Guidelines to Board (1/26)		Draft Guidelines Released	Public Workshops	Final Guidelines Review by CNRA; Board Adoption	Grant Solicitation			Review of Applications		Grant Award Recommendation to the Board		
San Joaquin River Conservancy	San Joaquin River Conservancy Multi-Benefit Watershed Protection and Restoration Program	79731 (g)	Draft Guidelines to Board (1/21)	Draft Guidelines Released	Draft Guidelines to Board (3/18); Public workshops	Final Guidelines Review by CNRA		Board Adoption (6/17)							
Santa Monica Mountains Conservancy	Multibenefit Water Quality, Water Supply, and Watershed Protection and Restoration Program	79731 (h)		Draft Guidelines to Board (2/23)	Public Workshops		Board Meeting Review Revised Grant Program Guidelines	Board Approval of Grant Guidelines	Call for Projects			Award Recommendations to the Board			
Sierra Nevada Conservancy	Sierra Nevada Watershed Improvement Program	79731 (i)		Draft Guidelines Released (2/6)	Draft Guidelines to Board (3/4); Public workshops	Final Guidelines Review by CNRA		Board Adoption (6/4)	Request for proposals issued						
Coastal Conservancy	Proposition 1 Grant Program	79731 (j)	Draft Guidelines to Board (1/29)		Public Workshops	Final Guidelines Review by CNRA		Board Adoption (6/25)							
Sacramento-San Joaquin Delta Conservancy	Proposition 1 Grant Program	79731 (k)	Draft Guidelines to Board (1/28)				Public Workshops	Final Guidelines Review by CNRA		Board Adoption (08/26, preferred)					
Wildlife Conservation Board	Stream Flow Enhancement Program	79733		Draft to Guidelines Board (2/26)	Public Workshops	Final Guidelines Review by CNRA	Board Adoption (5/21)								
Santa Monica Mountains Conservancy and San Gabriel and Lower LA Rivers and Mountains Conservancy	An Urban Creek	79735 (a)	In Process of Being Developed												
Natural Resources Agency	Watershed and Urban River Enhancements Program	79735 (b)(1)	Finishing two current grant cycles and starting Prop 1 program development, including assembling team of various departments/conservancies.												
Natural Resources Agency	State Obligations	79736	In Process of Being Developed												
Dept. of Fish and Wildlife	Watershed Restoration and Delta Water Quality and Ecosystem Restoration Grant Programs	79737 (a) and 79738 (b)	Draft Guidelines; Initial Guideline Review by CNRA	Draft Guidelines Released	Public Workshops	Final Guidelines Review by CNRA	Final Guidelines		Grant Solicitation						
Dept. of Water Resources	Integrated Regional Water Management	79744 (a)			Tribal Consultation, Develop Economically Distressed Area definitions/tool, Develop Program Success Measures (NOTE: Final round of Prop 84 \$220m dollars for IRWM to be awarded first - likely Aug 2015)									Post Draft Guidelines & PSP for IRWM Planning Grant Program/Public Comment Period	
Dept. of Water Resources	Water Use and Efficiency Grants, Round 1 - Urban and Ag	79746 (a)							Public Scoping Meetings to get Input						
Dept. of Water Resources	Water Use and Efficiency Grants, Round 1 - Urban and Ag	79746 (a)							Post draft guidelines and PSP	Public meetings	Develop and post FAQs	CNRA consistency review		Post final guidelines and PSP	
State Water Resources Control Board	Stormwater	79747	In Process of Being Developed.												
Water Commission	Water Storage Investment Program	79750 (b)	Develop Draft Regulation Package (Commission oversight via monthly meetings)									Submit draft regulations to OAL/Publish Notice of Proposed Rulemaking (up to 1 yr allowed for approval of final regs)	Public Comment Period/Public Hearing		
Water Commission	Water Storage Investment Program	79750 (b)	Stakeholder Advisory Group Engagement												
Water Commission	Water Storage Investment Program	79750 (b)	Tribal Consultation												
Dept. of Water Resources	Water Recycling - Desalination Grants - Round 1	79765	In Process of Being Developed.												
State Water Resources Control Board	Water Recycling	79765		Draft Guidelines Released		Public Workshops		Final Guidelines; Grant Solicitation Ongoing							
State Water Resources Control Board	Groundwater Sustainability	79771	In Process of Being Developed.												
Dept. of Water Resources	Groundwater Plans and Project Grant Program - Phase 1	79775			Tribal Consultation, Develop Economically Distressed Area definitions/tools, Develop Program Success Measures										Post Draft Guidelines & PSP for Groundwater Grant Program/Public Comment Period
Dept. of Water Resources	Groundwater Plans and Project Grant Program - Phase 1	79775							Public Scoping Meetings to get Input						
Department of Water Resources and Central Valley Flood Protection Board	Flood Management	79780	In Process of Being Developed.												

Tuolumne-Stanislaus Integrated Regional Water Management Authority
Regional Water Conservation Project
\$3,000,000 Proposition 84 Grant Award/Implementation May 2015

Implementation includes replacement or installation of 3500 showerheads, 7600 sink aerators, 1040 high efficient toilets and/or urinals, 250 washers, 200 commercial pre-rinse sprayers, 385,253 gallons (1 AF) of rain catchment/storage installation, 200 smart irrigation and spray irrigation to drip system conversions, 10 acres of rain/drought resilient landscapes, 1000 laundry to landscape improvements. It is further assumed that half of the installations will occur in each of the first 2 years of the project.

The TCRCD Regional Water Conservation Program is an aggressive and proactive water end-user engagement strategy involving water conservation activities, water use efficiency education and improvements, water demand response/control methods and alternative water source development programs. This project significantly expands the existing water conservation programs developed by the water providers in the region. Six specific program elements are proposed that will provide quantifiable and sustainable water savings including: 1) Regional Water Conservation coordination sponsored and hosted by TCRCD, 2) A regional program of Water Conservation Education and Outreach including workshops and use of infographics, flyers, PSA's, door hangers and tent cards for restaurants and hotels, bill stuffers, web site widgets, multi-media, etc., (Sponsored by TCRCD, Water Purveyors, UC Extension, and Tuolumne River Trust) 3) A Housecall program of providing free water use evaluations and audits, leak repair, water saving devices and leak detection tablets to DAC and non-DAC households and businesses throughout the region (Sponsored by TCRCD and Amador-Tuolumne Community Action Agency). 4) A coordinated and integrated rebate program including cash rebates for residential and commercial/industrial users for High-Efficiency Toilets and Urinals, High Efficiency-Washers, Rain Barrel rainwater harvesters, rain gardens, weather based smart irrigation devices, laundry to landscape irrigation systems; and commercial kitchen pre-rinse sprayers (Sponsored by TCRCD and Water Purveyors); 5) Large scale rainwater to irrigation program (Sponsored by TCRCD and Water Purveyors); 6) Development of Elementary and High School, Vacation Home, Motel, and Restaurant water conservation Programs (Sponsored by TCRCD, Tuolumne River Trust, UC Extension, and Water Purveyors).

Saddle Creek Community Services District

Regular Meeting of April 21, 2015

AGENDA SUPPORTING DATA

8d. Resolution approving a standard form of agreement to be used for all district construction and consulting services projects

Background

Occasionally, the District will enter into contract for a variety of construction or repair projects, as well as for the engagement of certain consulting services such as engineering, audit, specialized legal, etc. Many times, the contractor with which we are seeking to do work will present a draft form of agreement for our use in documenting the contractual arrangement between the parties.

Before the District enters into any contract written by others, it should have our legal counsel review the contract to protect the District from any unexpected or unwanted terms or conditions. If we enter into contract without having the agreement reviewed by counsel, we are opening ourselves up to potential liabilities, misunderstandings or worse, lawsuits in which we may be at a disadvantage.

Having our attorney review each and every contract issued by others is costly and time consuming. The most efficient solution to ensure that each contract in which we enter into meets our desired terms and conditions, and is written from the legal contracting perspective of protection of the District, is for the District to adopt a standard form of agreement for each of the types of contracting it will be doing. The contractors, consultants and vendors to be used by the District will then be required to use our pre-approved standard form of agreement.

There can be disadvantages in requiring our contractors to use our agreement form, in that they may want to increase their price to cover any unforeseen liability, added insurance or other condition with which they are unfamiliar. There are some consultants, primarily engineering, whose corporate requirements do not allow the use of our contract form, and in that case we would consider the use of their agreement or to modify ours.

Included with this agenda item are two draft forms of agreement; one for construction work and the second for consulting services. These agreements have been prepared by my previous legal counsel and if approved by this Board, will be submitted to our legal counsel for a single review, and future update as laws change. These agreements will be included with any bid documents or Request for Proposals (RFP) so the contractor knows in advance the contract requirements. There are sections of the agreement that may be modified based on the scope, cost and type of work to be completed. For example, the insurance requirements may be increased or decreased, ownership of documents defined differently, scope of work or attachments changed to make sure that the contract matches the work.

Recommended Motion

I move to approve Resolution ____, approving standard forms of agreement for both construction and consulting services as presented/amended.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the SADDLE CREEK COMMUNITY SERVICES DISTRICT, formed and operating pursuant to California Government Code 61000 et seq., hereinafter referred to as "District" and _____ hereinafter referred to as "Consultant".

RECITALS

WHEREAS, District desires to obtain services from Consultant as specified in Section 1; and

WHEREAS, Consultant is duly licensed, qualified and equipped to perform said services for the benefit of District; and

WHEREAS, the performance of such services by Consultant has been determined by District to be in the public interest.

NOW, THEREFORE, District and Consultant agree as follows:

1. **Scope of Work.** District engages the services of Consultant as an independent contractor to perform the work and render the services described in Exhibit A attached hereto and in Consultant's Proposal to District dated _____ attached hereto as Exhibit B (hereinafter referred to as the "Work"), both of which are incorporated. The Work is generally described as follows: _____

_____.

Consultant shall (a) provide all labor, equipment, material, supplies, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work; (b) determine the method, details and means of doing the Work; and (3) perform the Work in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant's field.

2. **Payment.** In exchange for the Work, District shall pay to Consultant a fee based on [*select one*]:

___ Consultant's actual time and material necessarily and actually expended on the Work in accordance with Consultant's fee schedule, attached hereto as Exhibit ___ and incorporated herein.

___ The fee and billing arrangement described on Exhibit ___ attached hereto and incorporated herein.

___ The following: _____

___ The total fee for the Work shall not exceed \$_____. This fee shall include all of Consultant's costs and expenses related to the Work. At the end of each month [*or*] Upon completion of the Work [*strike phrase that does not apply*], Consultant shall submit to District an invoice for the Work performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work, if applicable. If

the Work is satisfactorily completed and the invoice is accurately computed District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by Consultant other than those specifically described in Section 1 hereof, unless approved in advance in writing by District.

3. **Term.**

A. This Agreement shall take effect on the above date and shall continue in effect until completion of the Work to the satisfaction of District unless sooner terminated as provided below. *Select one:*

_____ Consultant shall complete the Work no later than _____, 20____. This deadline may be extended by District for good cause shown by Consultant.

_____ Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

B. Time is of the essence in this Agreement.

C. This Agreement may be terminated for any or all portions of the Work by either party upon written notice to the other party in the event of a substantial failure of performance by such other party; or if District, by resolution of its Board of Directors, should deem it necessary or desirable to abandon or indefinitely postpone the prosecution of any part or all of the Work.

D. In the event of such abandonment, postponement or default by District, District shall pay to Consultant as full payment for all services performed and all expenses incurred under this Agreement, in an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by Consultant bear to the total services necessary for the full performance of the Work. There shall be deducted from such amount, however, all payments heretofore made by District to Consultant under this Agreement. In ascertaining the services actually rendered hereunder up to the date of such termination of this Agreement, consideration shall be given to both completed services and services in the process of completion.

E. In the event of default in performance by Consultant, the provisions of Section 4 hereof shall apply.

4. **Default by Consultant.** If Consultant fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District may (1) suspend payment until such time as the default is remedied by Consultant; or (2) by written notice to Consultant terminate Consultant's right to perform all or any portion of the Work. Consultant hereby agrees to pay District all damages sustained as a result of default by Consultant. If District terminates Consultant's right to perform the Work, District may have the work performed by others and charge the cost to Consultant. The cost of completion by District shall include reasonable reimbursement for additional executive and administrative expenses along with all damages for delay and other damages sustained by District as a result of Consultant's default. If the cost and expense of completing the Work, when added to the sum of amounts previously paid to Consultant under this Agreement and any amounts due but unpaid to Consultant at the time of such termination, exceed the contract price, District may deduct the amount of the excess from any such amounts then due Consultant. If the amount of such excess is larger than the amounts then due Consultant, Consultant shall immediately pay such excess or the balance thereof to District.

5. **Ownership of Documents.** Every document prepared by Consultant under this Agreement shall be the exclusive property of District. By this Agreement, Consultant transfers all of its right, title and interest in such documents to District. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to District, including the exclusive copyright. Documents prepared by Consultant under this Agreement shall not be provided by Consultant to any other person without District's prior written approval.

6. **Compliance with Laws.** Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the District's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the District.

7. **Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of or failure to perform the Work or any other obligations of this Agreement by Consultant or Consultant's agents or employees; (2) any alleged negligent act or omission of Consultant, or Consultant's agents or employees in connection with any acts performed or required to be performed pursuant to this Agreement; or (3) any dangerous or defective condition arising or resulting from any actions or omissions of Consultant, Consultant's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees. Consultant's obligations under this indemnification provision shall survive the termination, or completion of Work, under this Agreement.

8. **Insurance.**

A. **Types and Limits.** Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
Commercial Public Liability and Property Damage	\$1,000,000 per occurrence	at least as broad as ISO CG 0001
Automobile Liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' Compensation	statutory limits	
Employers' Liability	\$1,000,000 per accident	

B. Other Requirements. The public liability, property damage and automobile liability insurance furnished by Consultant shall name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees as well as Consultant, and its agents, and employees, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of or resulting from Consultant's operations in the performance of the Work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Consultant. Said insurance shall also specify that it acts as primary insurance and District's insurance shall not contribute with Consultant's insurance. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

C. Consultant shall be permissibly self insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

D. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of District and its agents and employees as additional insureds. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District.

Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall receive notification of such cancellation or reduction.

9. **Independent Contractor.** The parties hereto agree that at all times during the term of this Agreement Consultant, Consultant's employees and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. Consultant shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. District shall have the right to control Consultant only insofar as the result of Consultant's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by Consultant, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by Consultant, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should Consultant or any of its employees or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant shall be entitled to any other benefits payable to employees of District. Consultant hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement.

Consultant represents that it, and its employees and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

10. **Entire Agreement.** This writing and the documents incorporated herein by reference as Exhibits A and B, represent the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

11. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

12. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

13. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

15. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District: Saddle Creek Community Services District
1000 Saddle Creek Dr.
Copperopolis, CA 95228
Attention: _____

Consultant: _____

Any party may change its address by notifying the other party of the change in the manner provided above.

16. **Attorneys Fees.** In the event of litigation between the parties, or if a party becomes involved in a litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorneys fees from the other party. The

prevailing party will be entitled to an award of attorneys fees in an amount sufficient to compensate the prevailing for all attorneys fees incurred in good faith.

DISTRICT

SADDLE CREEK COMMUNITY SERVICES

By: _____

Name

Title

CONSULTANT

By: _____

Name

Title

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the SADDLE CREEK COMMUNITY SERVICES DISTRICT, formed and operating pursuant to California Government Code 61000 et seq., hereinafter referred to as "District" and _____ hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the Board of Directors of District have caused a [Notice Inviting Bids and general description, or Scope of Work Description and Expectations] of the work herein mentioned to be prepared, and have approved that said work be authorized for completion; and

WHEREAS, the District has determined that it is in the best interest of the District to enter into this contract with Contractor for the completion of the work herein mentioned; and

WHEREAS, Contractor has agreed to perform the work specified in the [Notice Inviting Bids and general description, or Scope of Work Description and Expectations] for the amount set forth herein;

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

CONTRACT DOCUMENTS

1. The following documents, as applicable, are by this reference incorporated into and made a part of this Agreement: The Standard Construction Specifications adopted by the Lake Don Pedro Community Services District, as amended, including the General Specifications, the Standard Specifications, the Standard Drawings and the Special Provisions; the contract drawings; any Notice Inviting Bids and/or Instructions to Bidders; the bid and proposal of Contractor, all required bonds, and all supplemental agreements covering alterations, amendments or extensions to this Agreement. The documents which describe the work to be performed are collectively referred to herein as the "Plans and Specifications".

It is understood and agreed that all said contract documents are intended to cooperate, so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all contract documents, so that the true meaning of all documents, when taken together, shall control the work pursuant to this Agreement.

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, services, transportation, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, sales taxes, shop drawings and samples, to complete in a workman-like manner, the following work: _____, located at _____, as provided for and set forth in the Plans and Specifications, which Plans and Specifications are hereby incorporated herein by this reference and made a part of this Agreement.

All of the work performed pursuant to this Agreement shall be under the supervision of, and performed to the satisfaction of, the assigned representative of District who shall have the right to reject any and all materials and supplies furnished by Contractor which do not comply with the Plans and

Specifications, and who shall also have the right to require Contractor to replace any and all work furnished by Contractor which is not, either in workmanship or material, in strict accordance with the Plans and Specifications.

COMPLETION

3. Contractor shall be required to begin work ____calendar days after written notification to that effect by District, and to complete work in accordance with the Plans and Specifications to the satisfaction of District within _____ calendar days from the date of the Notice to Proceed.

Should Contractor fail to complete the work described in this Agreement and the other contract documents incorporated herein within the time fixed for completion, Contractor shall be liable to District in the sum of One Hundred Dollars (\$100.00) per calendar day for each day said work remains incomplete beyond the time set for completion in the Contract Documents as and for agreed and liquidated damages. It is expressly agreed and stipulated by and between the parties hereto that said liquidated damages do not constitute a penalty since it would be impractical and extremely difficult to fix the actual amount of damages to District as the result of any failure to complete the work within the period of time specified in the contract documents. Time is of the essence of this contract.

PAYMENT

4. District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: _____ Dollars (\$_____.__). It is understood that with respect to that portion of the above sum which is based upon estimated quantities specified for the general scope of the work to be performed herein, that actual payment will be based upon the quantities as measured upon completion, and not upon estimated quantities. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

If Contractor performs the work in accordance with the Contract documents and to the satisfaction of District, District shall pay Contractor as follows: _____ . However, no payment, including all progress payments and the final payment, shall be made to Contractor in excess of ninety percent (90%) of the percentage of work actually completed, plus a like percentage of the value of the material delivered on the ground or stored subject to, or under the control of, District. The ten percent (10%) not paid shall be withheld by District until final completion and acceptance of the work. However, in lieu of any withholding of money, and in accordance with the provisions of California Public Contract Code Section 22300, Contractor may substitute securities to insure performance under this Agreement.

If payment is to be made by progress payments, Contractor may be paid progress payments at intervals of not less than thirty (30) days as the work progresses. As the basis for determining the amount of these progress payments, the Contractor shall, before commencing the work, submit to the District a detailed statement of all materials and labor included in its bid and proposal. This statement shall be so arranged that the value of the work as it progresses may be readily determined, and the first payment will not be considered as due hereunder until such statement is furnished by Contractor. Upon submission of a statement for a progress payment, and after verification thereof by the assigned representative of the District, a certificate for payment of the work actually performed, less ten percent (10%) thereof, will be issued by the District. No certificate will be issued until defective work and materials have been removed, replaced and made good in accordance with the Plans and Specifications. In any event, payment made shall not be construed to be an acceptance of defective work or improper

materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall be paid as the work progresses in the amount specified on each such certificate. Contractor shall notify District when it encounters work which exceeds the quantities estimated immediately upon ascertaining the additional quantities. Contractor shall apply for a Change Order as provided in Paragraph 5 of this Agreement, covering any such additional quantities within ten (10) days of the completion of the work. Failure by Contractor to do so will result in a waiver by Contractor of its right to recover any additional compensation from the District for said additional quantities.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims plus reasonable attorney fees and costs. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in the Plans and Specifications and contemplated by the contract documents.

Upon submission of a statement for payment, unconditional waivers from all suppliers of labor, materials, equipment and/or supplies for the work, and after verification thereof by the assigned representative of District, a Notice of Completion and/or Notice of Acceptance will be issued by District. Thirty-five (35) calendar days after the issuance of the Notice of Completion and/or Notice of Acceptance, the balance of the contract price will be paid to Contractor, provided there are no mechanic's liens of record or stop notices in effect at that time. No Notice of Completion and/or Notice of Acceptance shall be issued and/or no payment shall be made to Contractor until all defective work and materials have been removed, replaced and made good in accordance with the Plans and Specifications.

CHANGE ORDERS

5. District may, at any time, by written change order make changes in the work, or extend the time to complete the work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of this Agreement, there shall be an equitable adjustment in the payment price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:

- A. Based on the unit prices contained in section 4, if applicable.
- B. Mutually agreed-upon lump sum or unit price adjustment.

C. Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight and delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus a fifteen percent (15%) mark-up for overhead and profit. For price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

PREVAILING WAGES

6. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work completed under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor or by any sub-contractor doing or contracting to do any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection, at the office of the District Administrator.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as a penalty to the District, an amount of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

INSURANCE

7. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability and Property Damage Insurance. Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 13 of this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 13 of this Agreement.

By execution of this Agreement, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, I will comply with such provisions before commencing the performance of the work of this contract.”

As part of the execution of this Agreement, Contractor agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Contractor and with any insurance carrier acceptable to District under terms satisfactory to District.

Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall have received notification of such cancellation or reduction.

PERFORMANCE AND PAYMENT BONDS

8. Contractor shall, at the time of execution of this Agreement, file two (2) separate bonds with District, each made payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement and shall guarantee the faithful performance of all aspects of this Agreement. The second bond shall be the payment bond required by Division Three, Part 4, Title 15, Chapter 7 of the Civil Code of the State of California, and shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement to guarantee the payment of wages and of bills contracted for materials, supplies or equipment used in the performance of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provisions of this Agreement shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code. Prior to beginning work under this Agreement, Contractor shall furnish a certification from either the Department of Insurance and/or Siskiyou County Clerk evidencing the status of any and all sureties issuing the bonds required under this Agreement. Contractor further certifies and represents that said sureties are authorized to do business in the State of California and that the bonds fully comply with Civil Code Sections 3247 and 3248.

INDEMNIFICATION

9. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

GUARANTEE

10. Contractor unconditionally guarantees all materials and workmanship furnished under this Contract, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective or improperly installed. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

PERMITS AND INSPECTIONS

11. Contractor agrees and understands that it is the responsibility of Contractor to obtain and pay for all necessary permits required for the performance of the work described in this Agreement as well as calling for and obtaining all required inspections during the course of the work on the project which is the subject matter of this Agreement. Contractor shall hold the following classification of a current and valid contractor's license for the work: _____.

DEFAULT BY CONTRACTOR

12. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Plans and Specifications, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages assessed by the District against the Contractor pursuant to the provision of this Agreement.

MISCELLANEOUS PROVISIONS

13. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

14. This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

15. It is hereby expressly agreed that time is of the essence of this Agreement including all contract documents incorporated herein.

16. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

17. The terms of this Agreement may be modified only by the mutual consent and written agreement of District and Contractor.

IN WITNESS WHEREOF, the LAKE DON PEDRO COMMUNITY SERVICES DISTRICT has, by order of its Board of Directors, caused this Agreement to be signed by the Chairperson and Secretary of the Board of Directors and Contractor has executed this Agreement on the date and year first above written.

SADDLE CREEK COMMUNITY SERVICES
DISTRICT

CONTRACTOR:

By: _____
Chairperson

By: _____
License No.: _____

By: _____
Secretary

By: _____
Authorized Representative

Title: _____