

# **BOARD OF DIRECTORS MEETING**

## **AGENDA**

**October 6, 2022 Regular Meeting  
6:30 p.m.**

Meeting link:

<https://sweetwaterspringswaterdistrict.my.webex.com/sweetwaterspringswaterdistrict.my/j.php?MTID=m30bbbcfeeae104fc02bd316737eb28e8>

Meeting number: 2568 196 4999

Password: 8mxGhFUbv62

OR

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

Access code: 2568 196 4999

Password: 86944382

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

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

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

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

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

**II. CHANGES TO AGENDA and DECLARATIONS OF CONFLICT**  
*(Est. time: 2 min.)*

**III. CONSENT CALENDAR** *(Est. time: 5 min.)*

*(Note: Items appearing on the Consent Calendar are deemed to be routine and non-controversial. A Board member may request that any item be removed from the Consent Calendar and added as an “Administrative” agenda item for the purposes of discussing the item(s)).*

- A. Approval of the following Minutes of the September 1, 2022 Regular Board Meeting
- B. Approval of Operations Warrants/Online payments/EFT payments
- C. Receipt of Item(s) of Correspondence.  
*Note: Correspondence received regarding an item on the Administrative Agenda is not itemized here, but will be attached as back-up to that item in the Board packet and addressed with that item during the Board meeting.*
- D. Action to Reconfirm findings of Resolution 21-18 re continuation of remote meetings

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

**V. ADMINISTRATIVE**

- A. Discussion/Action re Board Subcommittee Reports (standing item) *(Est. time 5 min.)*  
Subcommittees: General Manager Transition  
Website/Billing System

**VI. GENERAL MANAGER’S REPORT**

(Discussion/Action (if any) for each item listed on the report.)

- 1. Laboratory Testing/Regulatory Compliance
- 2. Water Production and Sales
- 3. Leaks
- 4. In-House Construction Projects
- 5. Earthquake September 13, 2022
- 6. CIP 2020-21 Old River Road/Woodland Drive
- 7. Grants / Cal OES/FEMA Grant
- 8. Curtailments Update
- 9. New Website
- 10. MuniLink Billing System
- 11. Union Local 39 Update
- 12. Gantt Chart

**VII. BOARD MEMBERS’ ANNOUNCEMENTS**

**VIII. ITEMS FOR NEXT AGENDA**

**IX. CLOSED SESSION**

- A. Pursuant to Gov. Code Section 54957(b)(1) – Public Employee Performance Evaluation  
Title: General Manager

**ADJOURN**

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

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

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

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

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

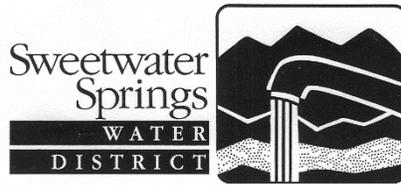
**GOAL 3: HAVE UPDATED EMERGENCY PREPAREDNESS PLANS FOR ALL REASONABLE, FORESEEABLE SITUATIONS**

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

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

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

5087364.1



## **BOARD MEETING MINUTES\***

**Meeting Date: September 1, 2022**

**(\*In order discussed)**

September 1, 2022  
6:30 p.m.

**Board Members Present:**

Tim Lipinski  
Gaylord Schaap  
Larry Spillane  
Sukey Robb-Wilder (arr. 6:50 p.m.)  
Rich Holmer

**Board Members Absent:**

(None)

**Staff in Attendance:**

Eric Schanz, General Manager  
Julie Kenny, Secretary to the Board

**Others in Attendance:**

Rachel Hundley, District Counsel  
Mark O'Flynn

### **I. CALL TO ORDER (6:32 p.m.)**

The properly agendized meeting was called to Order by President Schaap at 6:32 p.m.

### **II. CHANGES TO AGENDA and DECLARATION OF CONFLICT (6:32 p.m.)**

(None.)

### **III. CONSENT CALENDAR (6:32 p.m.)**

President Schaap reviewed the items on the Consent Calendar. Director Holmer moved to approve the Consent Calendar. Director Spillane seconded. Motion carried 4-0 on the following items:

- A. Approval of the following Minutes of the August 4, 2022 Regular Board Meeting
- B. Approval of Operations Warrants/Online payments/EFT payments except for those associated with RGS
- C. Receipt of items of Correspondence
- D. Action to Reconfirm findings of Resolution 21-18 re continuation of remote meetings

#### **IV. PUBLIC COMMENT (6:34 p.m.)**

None.

#### **V. ADMINISTRATIVE (6:35 p.m.) \***

*\*in the order discussed*

*(Prior to discussion the Board worked on resolving some technical difficulties.)*

- V-C. (6:43 p.m.) Discussion/Action re FY 2020-21 CalPERS Valuation Report and District Unfunded Liability report.** Administrative Manager Julie Kenny gave an overview of this item. Discussion ensued. There were no public comments. No action was taken.
- V-A. (6:54 p.m.) Discussion/Action re Returning to in-person Board meetings.** President Schaap gave an overview of this item. Board discussion ensued. No action was taken.
- V-B. (7:01 p.m.) Discussion/Action re New billing system and website.** The GM gave a overview of this item. Further overview was provided by the ad hoc committee (Directors Robb-Wilder and Spillane). Discussion ensued. Director Robb-Wilder moved to authorize the General Manager to move forward with a contract with Muni-Link for the District's billing system. Director Holmer seconded. Motion carried 5-0. Further discussion ensued. Direction was given to staff to move forward with transitioning to the new District website with Streamline.
- V-D. (7:30 p.m.) Discussion/Action re Board Subcommittee Reports (standing item).** President Schaap provided an overview of this item. Director Holmer provided an update regarding activity of the General Manager Advisory Committee. Discussion ensued. No action was taken

#### **VI. GENERAL MANAGER'S REPORT (7:35 p.m.)**

The GM provided a report on the following items:

1. Laboratory testing / Regulatory Compliance
2. Water production and sales
3. Leaks
4. In-House Construction Projects
5. CIP 2020-21 Old River Road/Woodland Drive
6. Cal OES/FEMA Grant
7. Curtailments Update
8. Canyon 6 Line Installation
9. Gantt Chart

#### **VII. BOARD MEMBERS' ANNOUNCEMENTS/COMMENTS (8:02 p.m.)**

Director Spillane gave a summary of the MAC meeting

#### **VIII. ITEMS FOR THE NEXT AGENDA (8:07 p.m.)**

1. Website/billing system progress
2. Subcommittees

## **IX. CLOSED SESSION (8:08a p.m.)**

At 8:08 p.m. President Schaap announced the items in Closed Session.

At 8:09 p.m. the Board took a brief recess.

At 8:15 p.m. the meeting reconvened and the Board went into Closed Session. At 8:38 p.m. the meeting reconvened from Closed Session and the following action was announced:

- A. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code Section 54957.6)**  
**Agency Designated Representative: Eric Schanz**  
**Employee Organization: Stationary Engineers, Local 39**  
No action was taken.
  
- B. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code Section 54957.6)**  
**Agency Designated Representative: Eric Schanz**  
**Unrepresented positions: Field Manager**  
**Administrative Manager**  
**Senior Crew Supervisor**  
  
No action was taken.
  
- C. Pursuant to Gov. Code Section 54957(b)(1) -- PUBLIC EMPLOYEE PERFORMANCE EVALUATION AND MEYERS NAVE LABOR NEGOTIATIONS**  
**Agency Designated Representative: Eric Schanz**  
**Title: District Counsel**  
No action was taken.

## **V. ADMINISTRATIVE (cont.) (8:39 p.m.) \***

*\*in the order discussed*

- V-E. (8:39 p.m.) Discussion/Action re Resolution 22-19, Ratifying Union Agreement to provide a one-time mid-contract bonus and Resolution 22-20 to provide the same bonus to unrepresented employees.** The GM provided an overview of this item. Discussion ensued. There were no public comments. Director Holmer moved to approve Resolution 22-19, Approving a Side Letter with International Union of Operating Engineers, Stationary Local 39 (Union) that every Union-Represented Employee Employed by District on August 14, 2022, Shall Receive a One-Time, Non-Pensionable Lump Sum Bonus of Two Thousand Five Hundred Dollars (\$2,500) in Recognition of Employees' Ongoing Efforts and Work for the District, and Resolution 22-20 , Approving a Contract Addendum to Each Unrepresented Employee of the District Except the General Manager, Providing for a One-Time, Non-Pensionable Lump Sum Bonus of Two Thousand Five Hundred Dollars (\$2,500) in Recognition of Employees' Ongoing Efforts and Work for the District. Director Robb-Wilder seconded. Motion carried 5-0.
  
- V-F. (8:45 p.m.) Discussion/Action re Resolution 22-21, Approving Contract with Meyers Nave et al. for Legal Services.** The GM provided an overview of this item. Discussion ensued. Director Robb-Wilder moved to approve Resolution 22-21, Approving Amendment No. 2 to the Agreement for Legal Services Dated October 1, 2006, Between the Sweetwater Springs Water District and Meyers Nave, a Professional Corporation. Director Holmer seconded. Motion carried 5-0.

**ADJOURN**

The meeting adjourned at 8:55 p.m.

Respectfully submitted,

Julie Kenny  
Clerk to the Board of Directors

APPROVED:

Gaylord Schaap:	_____
Sukey Robb-Wilder:	_____
Tim Lipinski:	_____
Rich Holmer	_____
Larry Spillane	_____

# SWEETWATER SPRINGS WATER DISTRICT

**TO:** Board of Directors

**AGENDA NO. VI**

**FROM:** Eric Schanz, General Manager

---

**Meeting Date:** October 6, 2022

**Subject:** GENERAL MANAGER'S REPORT

---

**RECOMMENDED ACTION:** Receive report from the General Manager.

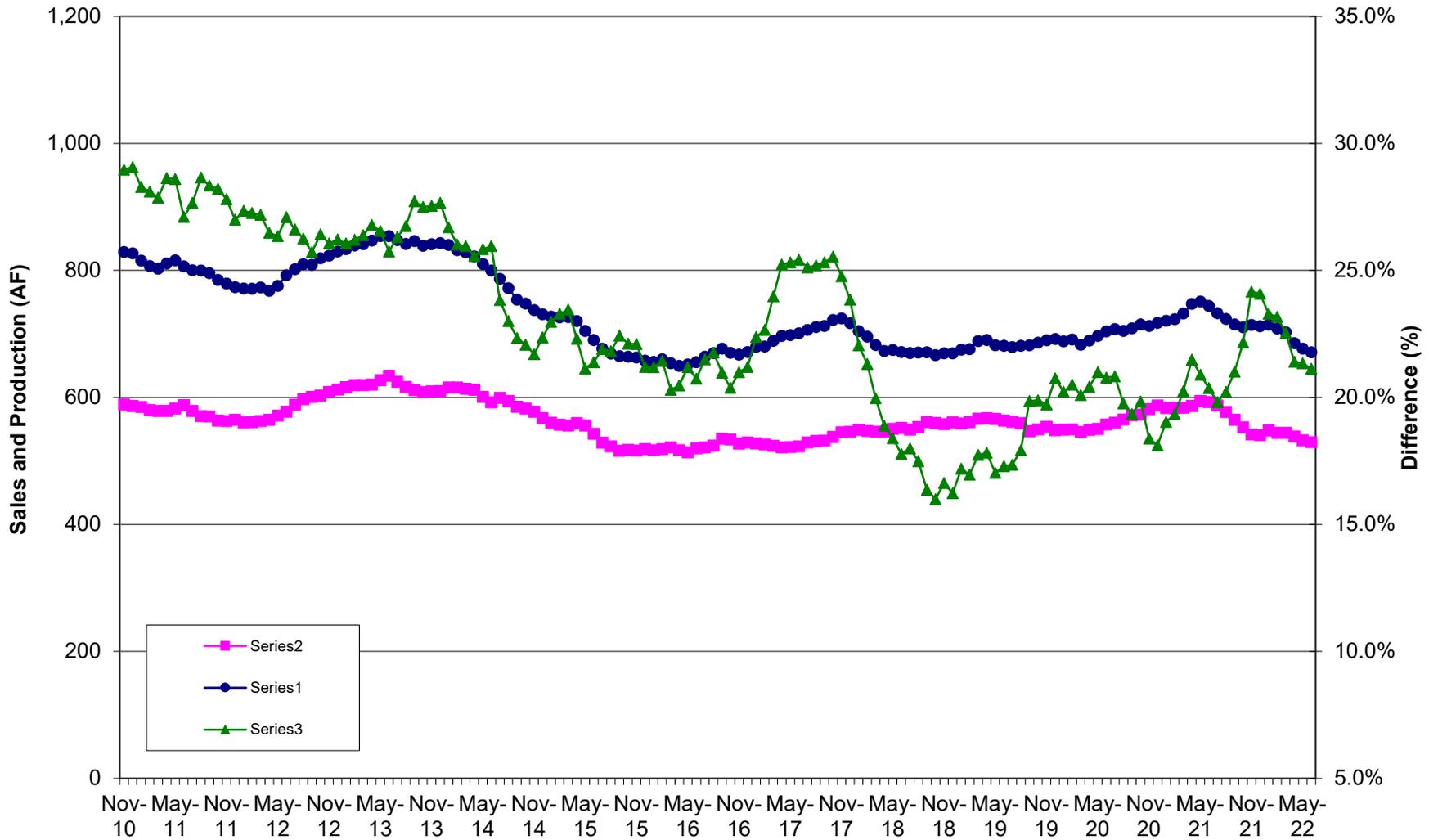
**FISCAL IMPACT:** None

**DISCUSSION:**

- 1. Laboratory Testing/ Regulatory Compliance:** Water quality tests confirm that all SSWD water meets all known State and Federal water quality standards.
- 2. Water Production and Sales:** Water sales in August were 22,555 units (51.77 AF Guerneville cycle). Compared to this time last year water sales were higher, and water production were lower (Sales 60.37 AF and Production 47.57 AF Guerneville). Total combined water production for August was 73.59 AF.
- 3. Leaks:** Water main breaks and service breaks continue to trend down in August. (Figure2). There was a total of four watermain leak repairs in August requiring 33 work hours total, and nine service leaks requiring 42 work hours total.
- 4. In-House Construction Projects:** September projects included installing new 1 inch service on River Lane and raising valve boxes on Rio Nido Road after the Sonoma County Road Department paved the road.
- 5. Earthquake September 13, 2022:** A 4.4 magnitude earthquake occurred on the Rogers Creek fault with an epicenter north of Santa Rosa. The earthquake was felt throughout the area. The next morning Operations staff performed a precautionary system wide inspection of facilities and watermains and reported no damage.
- 6. CIP 20-21 Old River Road/Woodland Drive:** Piazza Construction is finishing up mainline installation on lower portion of Woodland Drive.
- 7. Grants: CAL OES/FEMA Grant:** The reimbursement for Covid Testing was received in the amount of \$20,000.00.

- 8. Curtailments Update:** The Division of Water rights is in the process of conducting inspections at all curtailment sites. We are currently scheduling a site visit with them. As discussed in last month's GM report, the Division of Water Rights has added our License A024929 to the list of curtailments on the lower Russian River. The districts two Pre-1914 Water Rights S009054 and S009055 are not curtailed and are still in effect. The License was curtailed based on insufficient flows on the river and on the priority of the license. Fortunately, the district has the two Pre-1914 Water Rights and can continue direct diversions to meet demand. I spoke with our water rights attorney Matthew Emrick about the curtailment of the license, and he agreed that the water rights are sufficient to meet the current demand for the water system and added that if further curtailments are instated that we can file for certain exemptions to the curtailment for "Minimum Human Health and Safety".
- 9. New Web Site:** The new web site is active. There has been no feedback from the public. The Directors Portal is ready for content. Directors should contact Julie Kenny for content to be added.
- 10. Muni Link Billing System:** The contract has been signed and the initial "Implementation Questionnaire" is completed. Full implementation is still at least four months out. See attached agreement and Schedule "A".
- 11. Union Local 39 Update:** Side letter for the Crew Leader/Senior Crew Leader is still under review by the Union.
- 12. Gantt Chart:** The Gantt Chart is currently being updated for 2022-23 and will return to the Managers Report in November.

**Figure 1. Water Production and Sales 12 Month Moving Averages  
Sweetwater Springs Water District Since November 2010**



**Figure 2. Sweetwater Springs Water District Main and Service Pipeline Breaks  
Moving Annual Average Since October 2009**

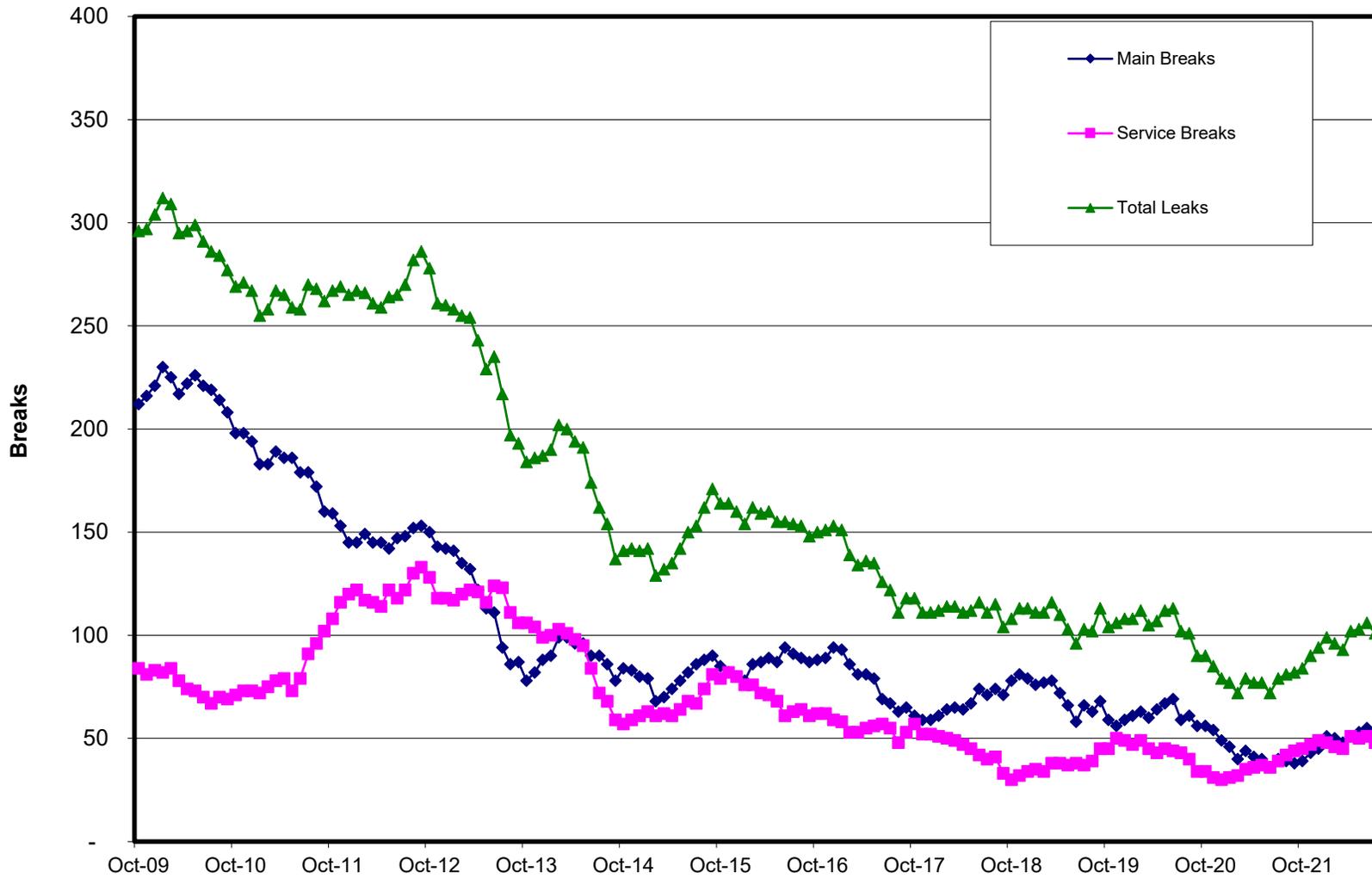
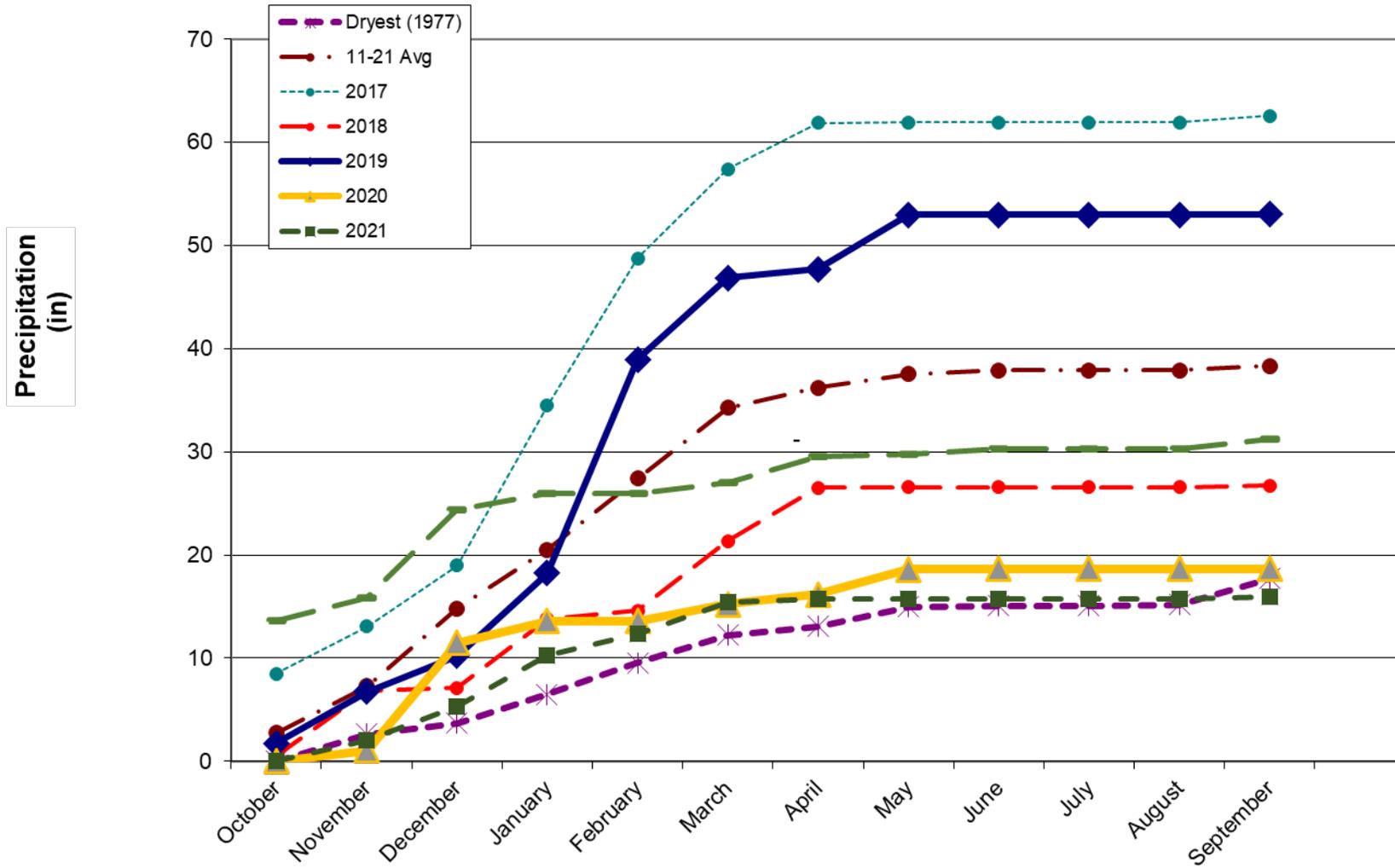


Figure 3. Guerneville Cumulative Monthly Rainfall





## NUMBER OF WATER UNITS SOLD FY 22 - 23

	FY01-02	FY02-03	FY03-04	FY04-05	FY05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
<b>JULY</b>	34,371	26,447	26,355	33,578	22,195	27,469	27,147	28,091	21,035	17,808	20,061	22,850	25,890	22,074	16,377	19,044	19,608	20,255	19,273	22,297	21,558	20,306
<b>AUGUS</b>	39,803	37,750	42,080	41,615	37,799	41,863	37,202	37,907	34,878	32,328	28,486	33,190	29,163	32,208	26,070	26,811	29,485	28,325	27,419	28,582	26,302	22,555
<b>SEPTE</b>	33,723	34,532	36,056	35,309	29,823	35,984	31,721	32,753	30,320	29,673	26,091	29,829	26,157	24,091	21,678	22,893	24,037	25,805	24,886	27,175	22,746	
<b>OCTOB</b>	40,672	34,063	37,008	38,553	38,707	37,900	36,493	34,938	32,282	32,334	32,091	33,727	31,628	27,724	24,606	29,333	29,495	32,827	27,310	30,099	24,731	
<b>NOVEM</b>	28,272	28,729	26,973	27,839	26,680	24,076	24,444	25,746	23,111	24,160	21,350	22,218	20,729	19,489	20,101	19,462	21,884	21,351	22,640	23,173	17,984	
<b>DECEM</b>	25,380	27,758	27,283	25,508	23,925	25,550	21,556	24,762	21,116	20,802	20,299	22,818	23,452	21,256	20,873	18,070	21,297	20,468	22,288	25,982	21,110	
<b>JANUA</b>	16,091	19,287	16,799	15,416	16,127	15,862	13,309	14,631	14,764	13,734	14,645	16,242	16,316	11,914	12,727	13,676	14,146	15,335	12,925	15,529	15,062	
<b>FEBRU</b>	21,697	23,010	20,689	19,695	22,716	20,963	18,647	21,199	19,233	18,386	16,641	18,372	20,967	17,770	17,189	16,504	17,693	16,950	17,284	15,506	18,727	
<b>MARCH</b>	17,207	15,092	17,374	14,985	15,456	16,693	14,556	14,417	14,414	12,387	12,569	13,884	13,772	12,351	13,058	12,315	11,657	12,653	12,827	12,846	11,236	
<b>APRIL</b>	17,728	19,527	21,406	21,089	18,825	21,047	19,227	18,414	17,611	17,129	17,936	17,914	17,053	16,636	17,748	16,809	16,279	18,547	16,886	17,038	17,024	
<b>MAY</b>	19,118	16,237	19,793	16,372	13,921	15,402	15,721	15,861	14,273	14,134	14,880	15,075	14,514	16,120	14,217	13,083	13,011	13,319	14,602	15,866	13,375	
<b>JUNE</b>	29,799	27,074	28,882	22,512	24,108	25,457	29,211	26,259	19,143	20,871	23,765	26,850	22,092	20,436	19,020	19,198	21,220	20,612	21,453	24,720	21,975	

3

Appropriative Rights

Riparian Rights

Search by Application ID

Search by Owner Name

Filter by Water Right Type

(All)

sweetwater springs water district

(Updated 9/29/2022)

**Curtailment status should not be construed as a validation of a water right claim or an authorization to divert.**  
**Please follow the terms and conditions of your individual water right.**  
**Continue to check this webpage for further updates.**

Application ID	Primary Owner	Curtailment Status
A024929	SWEETWATER SPRINGS WATER DISTRICT	Not Curtailed
S009054	SWEETWATER SPRINGS WATER DISTRICT	Not Curtailed
S009055	SWEETWATER SPRINGS WATER DISTRICT	Not Curtailed



MUNI-LINK BILLING

CUSTOMER INFORMATION

Name: Sweetwater Springs Water District

BILLING Address: 17081 Highway 116  
Guerneville, CA 95446

Phone: (707) 869-4000

Website: <https://www.sweetwatersprings.com/>

Management Contact: Eric Schanz  
Title: General Manager  
Phone: (707) 869-4000  
Email Address: [eschanz@sweetwatersprings.com](mailto:eschanz@sweetwatersprings.com)

Primary Muni-Link Contact: Julie Kenny  
Title: Office Manager  
Phone: (707) 869-4000  
Email Address: [sws@monitor.net](mailto:sws@monitor.net)

Accounts Payable Contact: Julie Kenny  
Title:  
Phone:  
Email Address:

Tax Exemption ID: \_\_\_\_\_ (certificate attached)

Service Types Billed for: Water

Services Billing Cycle: Bi-monthly

How many Total Accounts: 3,600 – as of the effective date of this agreement

MUNI-LINK SERVICE

Muni-Link Billing is a comprehensive cloud based software solution that incorporates Customer Information System, Utility Billing, and Collections Management in an integrated environment.

Anticipated Go Live Date: 120 to 150 days from receipt of data for conversion

Implementation, Training and Data Conversion Fee: \$11,000 – for a full remote implementation. Travel and expenses can be quoted for on-site training and implementation days. This fee is for our standard best practice data conversion and implementation process including customer readiness and acceptance prior to go live, and includes 3 years of history being imported directly into our system from one database of documented data, as provided by the Customer. Half of this fee will be invoiced immediately after the Implementation Project Kick-off Call. The other half will be invoiced when the first results of Data Conversion are delivered for initial customer review.

**Muni-Link Software Fee:** \$1,195 per month – for 3,600 accounts – and includes the Software License, Updates and Enhancements, Hosting and Unlimited Support. Invoicing of the Software Fee will begin 30 days before the agreed upon original Go Live Target Date established during the Implementation Project Kick-off Call (or the actual Go Live Date if sooner).

\* Note – all pricing is valid for 90 days.

**Timely Payments:** Payments for the Implementation/Data Conversion and initial recurring Software Fee invoices are due on time regardless of project delays not specifically caused by Muni-Link.

**Muni-Link Invoicing Cycle:** Monthly – 30 days in advance

**Automatic Price Adjustment:** The Software Fee will increase on a prorated basis, each time the total number of accounts (excluding inactive accounts) increases by more than 25.

**Annual Price Adjustment:** The Software Fee is subject to an annual increase of 2.5%, or the annualized Cost of Living increase as per the Bureau of Labor Statistics Northeast Region CPI Index, if higher, starting one year after the first Software Fee invoice.

<b>LINK COMPUTER CORPORATION CONTACT INFORMATION</b>
------------------------------------------------------

**Corporate Name and Address:** Link Computer Corporation  
140 Stadium Drive  
PO Box 250  
Bellwood, PA 16617

**Phone:** (814) 742-7700

**Fax:** (814) 742-7900

**Websites:** [www.muni-link.com](http://www.muni-link.com); [www.linkcorp.com](http://www.linkcorp.com)

<b>Sales Contacts:</b>	Mac Rosenbaum Regional Manager (814) 742-7700, ext. 448 <a href="mailto:mrosenbaum@linkcorp.com">mrosenbaum@linkcorp.com</a>	Ryan Shaulis VP of Sales and Marketing (814) 742-7700, ext. 446 <a href="mailto:rshaulis@Muni-Link.com">rshaulis@Muni-Link.com</a>
------------------------	---------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------

<b>Other Contacts:</b>	Jim Rokosky Sr. VP of Operations (814) 742-7700, ext. 378 <a href="mailto:jrokosky@muni-link.com">jrokosky@muni-link.com</a>	Tim J Link Manager of Implementations (814) 742-7700, ext. 323 <a href="mailto:tjlink@muni-link.com">tjlink@muni-link.com</a>
------------------------	---------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

Mariah Papi  
Customer Support Manager  
(814) 742-7700, ext. 350  
[mpapi@linkcorp.com](mailto:mpapi@linkcorp.com)



IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative.

LINK COMPUTER CORPORATION

By: [Signature]  
Tim Link, President

Date: 9-12-22

SWEETWATER SPRINGS WATER DISTRICT

By: [Signature]

Date: 9/8/2022

Print Name: ERIC SCHANZ

Title: General Manager



THIS AGREEMENT, effective as of the date the last party executes this Agreement as set forth next to their signature below, is made between LINK COMPUTER CORPORATION, 140 Stadium Drive, PO Box 250, Bellwood, PA, 16617 (hereinafter "Link"), and SWEETWATER SPRINGS WATER DISTRICT, 17081 Highway 116, Guerneville, CA 95446 (hereinafter "Customer").

## **1. LICENSE GRANT**

Link hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right to use the Services identified in Schedule A attached hereto or additional Schedules to be attached hereto in the future (Schedule A and/or future Schedules referred to hereinafter as "the Schedules") (hereinafter "Services") solely for Customer's own internal business purposes. All rights not expressly granted to Customer are reserved by and to Link. No ownership in the Services is transferred hereunder. Customer grants to Link an irrevocable license to use or incorporate into the Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or Customer's users.

## **2. LINK SERVICE SUPPORT TO CUSTOMER**

Link maintains a full-time, dedicated, and professional support staff to provide assistance to Customers. The support staff will answer process and "how-to" questions, resolve user problems, configure software changes requested by Customer, and review and explain new features when they are released. This support is available by telephone and email. Additionally, Link provides video tutorials, "Help Cards", periodic webinars and other support resources. This support is included as part of the standard monthly fee referenced on the Schedules attached hereto with respect to those particular services.

## **3. LINK RESPONSIBILITIES**

3.1 Link shall use commercially reasonable efforts to make the Services generally available 99.5% of each calendar month, except for: (a) planned downtime, with at least 48 hours of advance notice to the Customer, which will be scheduled during hours other than Monday through Friday, 8:00 AM to 5:00 PM, whenever reasonably possible; and (b) downtime caused by circumstances beyond Link's reasonable control, including but not limited to, acts of nature, acts of government, flood, fire, civil unrest, threat of terrorism, strike or other labor problem not involving Link's employees, telecommunications or computer failures or delays, and unauthorized and/or illegal network intrusions or cyber-attacks that result in damage to the Services or operate to prevent use of the Services by Link and/or the Customer.

3.2 Link shall use commercially reasonable efforts to maintain the confidentiality of Customer Data, the security and integrity of the Services, and to promptly respond to and attempt to fix problems that interfere with the smooth and effective operation of the Services and/or Customer's use thereof.

3.3 Link shall use commercially reasonable efforts to monitor its Services and take commercially reasonable actions to make Link's Services secure from unauthorized access, network intrusions, cyber-attack, or subject to viruses or malware.

## **4. CUSTOMER RESPONSIBILITIES**

4.1 Customer may use the Services only for Customer's internal business purposes. Customer and its authorized users shall not: (a) send or store material with any virus, worm, or other harmful computer code; (b) interfere with or disrupt the integrity or performance of the Services in whole or in part; or (c) attempt to gain unauthorized access to the Services or any related system or network. Customer shall take reasonable measures to protect Customer's information technology system from unauthorized access and to prevent anyone from engaging in the foregoing prohibited actions. If Customer or its authorized users engage in the foregoing prohibited actions or if Customer fails to take reasonable steps to protect Customer's information technology system from unauthorized access that results in an unauthorized user engaging in the foregoing prohibited actions, Link may immediately suspend Customer

from accessing the Services until Customer corrects the violation, or Link may also terminate Customer's license and this Agreement for such breach.

4.2 Customer shall not: (a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any Services or the Content in any way; (b) modify, copy, or make derivative works based upon the Services or the Content; (c) create Internet "links" to or from the Services or "frame" or "mirror" any Content, other than on Customer's own intranets or otherwise for Customer's own internal business purposes; or (d) disassemble, reverse engineer, or decompile the Services in order to: (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, designs or graphics of the Services, or (iii) copy any idea, feature, function, design, or graphic of the Services. The Services licensed hereunder cannot be shared with anyone else or used by anyone other than Customer and its authorized users. "Content" means visual information, documents, software, products and services contained or made available to Customer as part of the Services.

4.3 Customer shall: (a) use reasonable efforts to prevent unauthorized access to or use of the Services or any Content in whole or in part; (b) notify Link promptly of any actual or suspected unauthorized access/use; (c) abide by all applicable local, state, and national laws and regulations, including those related to data privacy, communications, and the transmission of technical or personal data; (d) be responsible to ensure the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; and (e) comply with Link's policies to obtain support and other services under this Agreement.

## 5. CUSTOMER DATA

5.1 All Customer Data (any data or information Customer provides or submits within the parameters of the Services including the initial conversion of data during implementation and set up) shall be and always remain Customer's and shall be considered Customer's Confidential Information. Link will retain Customer Data up to ten (10) years. Customer shall grant Link access to the Customer Data so that Link can respond to, assess, or resolve service or technical problems; in doing so, Link will maintain the confidentiality of the Customer Data.

5.2 Upon termination of this Agreement, Customer Data shall be provided to Customer in a standardized electronic format capable of being converted and/or uploaded into most databases upon payment of all outstanding invoices to Link. Link shall have no obligation to retain a copy of Customer Data longer than 30 days after delivery to Customer of the Customer Data.

5.3 Link can provide Customer Data in a standardized electronic format capable of being converted and/or uploaded into most databases to Customer during the term of this Agreement upon request of the Customer. Customer will be responsible to pay Link's standard processing fee in effect at the time of the request.

## 6. CHANGES TO SERVICES

Link reserves the right to: (a) upgrade, modify, replace, or reconfigure the Services at any time, and (b) change the terms of this Agreement, including Link's fee schedule, support and service terms and standards. Link will give Customer at least 30 days' advance notice of any change that significantly affects the use or cost of any Service by either an email to Customer's representative or by a posting on the Service to which the change applies. For 30 days after the foregoing notice, Customer shall have the right to terminate the Service; in which case, at Customer's request, Link will continue to provide the Service for up to 90 days so long as the monthly fee is paid current during this transition period. Otherwise, the change will be deemed effective 30 days after the notice if Customer uses the Service to which the change applies thereafter.

## 7. FEES AND PAYMENT

7.1 Link will invoice Customer in accordance with the terms specified in the Schedules attached hereto. Customer shall pay all amounts due when they are due.

7.2 Past due invoices will be subject to a late charge equal to 1.5% of the outstanding balance per month from the due date until paid. Customer shall also be responsible for any applicable expenses incurred with collection efforts, including but not limited to pre-litigation collection efforts, by an attorney or collection agency and court costs and attorneys' fees.

7.3 If Customer's account has a past due balance, Link reserves the right to suspend the Services until such amounts are paid in full, including all accrued liabilities and obligations. Customer will continue to be charged during any period of suspension. Link reserves the right to impose a reconnection fee if Customer access to the Service is suspended for non-payment, and Customer thereafter requests access to the Services.

## 8. TERM AND TERMINATION

8.1 The term of this Agreement shall be for one (1) year from the date the last party executes this Agreement as set forth next to their signature below. Upon signing this Agreement, the Customer is obligated to pay the fees as specified in the attached Schedule A, including the Implementation, Training and Data Conversion Fee in full, and Muni-Link Software Fees for one year. This Agreement shall renew automatically for additional one-year terms unless either party provides written notice of the party's intent to not renew the Agreement to the other party at least 90 days prior to the expiration of the then existing term. Upon termination and payment to Link of all outstanding invoices, Link shall provide Customer with the Customer Data in a standardized electronic format as provided for in Section 5.2.

8.2 If Customer breaches this Agreement for any reason including nonpayment of invoices for Services, except for breach of Customer's duties in Section 4.1 in which Link may terminate the Agreement immediately, Link may terminate this Agreement after 30 days' written notice to Customer, and Customer fails to cure the breach during such 30-day period. If Link terminates the Agreement, Customer shall remain responsible to pay any balance remaining due and upon payment of the same, Link shall provide Customer Data in a standardized electronic format as provided for in Section 5.2.

8.3 Upon termination of this Agreement and prior to the release of the Customer Data to Customer, Customer shall submit to Link a written and signed letter affirming that Customer has (a) not given, sold, rented, or lent any copy or any part of the Confidential Information (defined in Section 9) in any shape or form to any third party, including any user login credentials; and (b) releasing Link from any and all claims related to this Agreement and the Services

## 9. PROPRIETARY RIGHTS AND CONFIDENTIALITY

9.1 Link owns all right, title and interest in and to the Services and the Content, including but not limited to copyrights, patents, trade secrets, trademarks, and intellectual property not subject to copyright or patent but are proprietary and valuable to Link (collectively, "Proprietary Rights"). The "MUNI-LINK" name and logo are registered trademarks of Link, and the product names associated with the Services are trademarks of Link. Customer shall have no right or license to use the trademarks without Link's written permission. Customer shall not challenge any ownership or other right of Link with respect to the trademarks or Proprietary Rights while a customer or after termination of this Agreement.

9.2 Proprietary Rights shall constitute "Confidential Information" under this Agreement. Without Link's prior written consent, Customer shall not use any Confidential Information except on a "need to know" basis to use the Services, nor shall Customer disclose any Confidential Information except as required by the laws of the state in which the Customer is located with respect to the public's "right-to-know" or "freedom of information" (hereinafter "RTK/FOIA laws"). Customer shall give Link 5 days' notice before releasing Confidential Information under RTK/FOIA laws in order to allow Link to assert any rights it may have to keep the Confidential Information confidential and not subject to disclosure. In the unlikely event that Customer is subpoenaed to produce Confidential Information, Customer shall immediately notify Link so Link can assert any and all rights to prevent the disclosure or limit the disclosure of Confidential Information. Customer shall utilize all reasonable security measures to protect the confidentiality of the Confidential Information. Customer acknowledges the importance of the Confidential Information and that, because other remedies are inadequate, if Customer discloses or uses (or threatens to disclose or

use) any Confidential Information in breach of this Section 9.2, Link shall have the right to seek injunctive relief, and Customer waives any obligation that a bond be posted by Link in connection with such relief. If requested by Link, Customer shall return all of the Confidential Information or provide proof of destruction of the same.

9.3 This Section 9 shall survive the termination of this Agreement.

## 10. REPRESENTATIONS; WARRANTIES; AND LIMITATIONS

10.1 Customer represents and warrants that the undersigned has the legal authority to enter into this Agreement, and all necessary legal action, including adoption at a public meeting, if required by Customer's state's laws, has occurred. Upon execution by the undersigned, this Agreement shall be a legally binding contract between Customer and Link.

10.2 The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications beyond both Customer's and/or Link's control. Link is not responsible for any delays, delivery failures, or other damage resulting from the foregoing.

10.3 Link warrants and represents that the Services will conform to Link's specifications that are in effect for the Services at that time, that the Services will perform substantially in accordance with what was presented and demonstrated to Customer, and that Services will operate in a manner consistent with general industry standards, which means the Services will be reasonably free from program coding errors. Link does not warrant that the Services will be free from all errors or that all possible program defects can be corrected. Customer shall give notice to Link immediately of any perceived error, and Link shall make every attempt to resolve any error in the Services at no cost to Customer to the extent the error is related to Link's Services and not a third party. Link will provide updates to the Services as are commercially reasonable in light of changes in third party software such as computer operating systems and internet web browsers or advise Customer of any third party product or upgrade of a product that Link becomes aware cannot operate in conjunction with Link's Services. Link is not responsible for changes in Customer's intellectual technology system, including hardware or software, in the absence of Customer's prior consultation with Link, that causes the Services not to operate or operate as the Services previously operated. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.4 Neither party shall be liable to the other for special, incidental, punitive, exemplary, or consequential damages (including loss of data, revenue, profits, use, or other economic advantage) arising from the Services and/or this Agreement even if one party has advised the other party of the possibility of such damages and regardless of the basis of any claim, i.e., contract, warranty, tort, or strict liability. In no event shall Link's aggregate liability to Customer exceed the amounts actually paid by the Customer in the 12-month period immediately preceding the event giving rise to Customer's first claim, regardless of the number of claims arising out of or related to this Agreement. Both parties acknowledge this Section 10.4 is reasonable in light of the cost of the Services and the length of the term of the Agreement.

10.5 Customer shall indemnify, defend, save and hold harmless Link, its affiliates, officers, directors, and employees from and against any and all claims brought against Link by a third party (person or entity not a party to this Agreement) relative to Customer's use of the Services hereunder and the Customer Data. Link shall provide written notice of a potential or actual claim to Customer within 7 business days of becoming aware of such potential or actual claim.

## 11. GENERAL

11.1 Customer may not assign any rights or obligations hereunder, whether by operation of law or otherwise, without Link's prior express written consent, which consent shall not be unreasonably withheld. The Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.2 No joint venture, partnership, employment, or agency relationship exists between Link and Customer. Customer agrees that Link can reference Customer's name and/or logo for the sole purpose of simply acknowledging Customer as one of Link's customers until Customer gives notice of its intent to terminate this Agreement or this Agreement otherwise terminates as provided for herein.

11.3 Link may notify Customer by means of a general notice on the Services, by email, or by written mailed communication, as per Customer's contact information in the Schedules attached hereto with respect to the Services in such Schedules. Notice shall be deemed to have been given within three (3) business days after mailing or 12 hours after sending an email or posting a change on the Services. Customer may notify Link (and such notice shall be deemed given when received) at any time by email, fax, or written mailed communication as per Link's contact information in the Schedules attached hereto.

11.4 The failure of either party to insist on strict performance by the other party to any provision of this Agreement shall not be construed as a waiver, release, or relinquishment thereof. Any waiver must be in writing signed by the waiving party in order to be effective, and such waiver shall only be effective to the breach being waived at that point in time and not to future breaches unless later waived in writing as provided for herein. No failure or delay by either party in exercising any right shall constitute a waiver of that right. Except as expressly provided herein, all of the parties' rights and remedies shall be cumulative, and none of them shall be in limitation of any other right or remedy in law or equity.

11.5 If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of the provision or this Agreement shall not be affected thereby and that provision or this Agreement shall be enforced to the greatest extent permitted by law.

11.6 THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY, AND AGREE AND CONSENT TO A TRIAL BY COURT. The parties irrevocably agree that jurisdiction and venue with respect to any action arising from this Agreement shall be solely in the Court of Common Pleas of Blair County, Pennsylvania, and each party waives all objections to personal jurisdiction and venue. The parties agree that the provisions of this Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.

11.7 This Agreement contains the entire understanding of the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing and signed by the duly authorized officers of the parties. No other agreements or understandings, either written or oral, shall apply. This Agreement shall control over any purchase order with any contrary or additional terms issued by the Customer.



IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative.

LINK COMPUTER CORPORATION

By: [Signature]  
Tim Link, President

Date: 9-12-22

SWEETWATER SPRINGS WATER DISTRICT

By: [Signature]  
Print Name: ERIC SCHANZ  
Title: General Manager

Date: 9/8/2022

## **Handout(s)**

# SONOMA LOCAL AGENCY FORMATION COMMISSION

111 SANTA ROSA AVE STE 240, SANTA ROSA, CA 95403  
(707) 565-2577 [www.sonomalafco.org](http://www.sonomalafco.org)

Date: August 24, 2022  
To: All Class II Independent Special Districts  
Subject: Availability of Special District Representative Position on LAFCO

Sonoma LAFCO is seeking nominations for the position of regular member representing Class II independent special districts for a term ending in May 2026. For the purposes of the nomination and selection, there are two classes of districts:

- Class I includes fire protection, community services, and life support districts
- Class II includes ambulance, cemetery, health and hospital, pest control, recreation and parks, resource conservation, wastewater, and water districts

Nominations for the position of Class II representative are restricted to members of the boards of directors from those districts. Any current district board member who is interested in becoming a candidate for this position should complete the enclosed application and provide a current resume. Applications submitted without a resume will be considered incomplete and cannot be accepted. The application will also be available on our website at [www.sonomalafco.org](http://www.sonomalafco.org).

**Completed applications and accompanying resumes must be received in the LAFCO office by 5:00 p.m. on Friday, October 28, 2022. Late applications cannot be accepted.**

After the close of the nomination period, LAFCO will mail a ballot to each independent district, along with copies of completed application forms and candidate resumes, so that a mail ballot election can be conducted. Districts will be given approximately six weeks to cast ballots and return them to the LAFCO office. Instructions for voting and return mailing will be provided at the time ballots are sent out. All districts, whether Class I or Class II, can vote. If only one candidate is nominated, the candidate will be deemed selected and no ballots mailed.

If you have any questions about the position or the process, please contact Cynthia Olson at 565-2587.

# SONOMA LOCAL AGENCY FORMATION COMMISSION

575 ADMINISTRATION DRIVE, ROOM 104A, SANTA ROSA, CA 95403  
(707) 565-2577 FAX (707) 565-3778  
www.sonomalafco.org

## APPLICATION FOR SPECIAL DISTRICT REPRESENTATIVE (CLASS II)

This application has been designed to provide pertinent information about each candidate applying for the position of Class II Special District Representative to LAFCO. Class II districts include ambulance, cemetery, health and hospital, pest control, recreation and parks, resource conservation, wastewater, and water districts.

Please read the application carefully and type your responses or print in ink.

Date Submitted: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Email: \_\_\_\_\_

Name of District You Represent: \_\_\_\_\_

Date of Most Current Election/Appointment: \_\_\_\_\_

Date Term Expires: \_\_\_\_\_

Total years with District: \_\_\_\_\_

Total Years Associated with Government/ Community Service: \_\_\_\_\_

List any other agencies/special Districts you have been or are currently involved with:

---

---

---

---

List Community Service Activities including Names of Organizations and Dates of Service:

---

---

---

---

---

---

---

---

