



BOARD MEETING

RAINBOW MUNICIPAL WATER DISTRICT
Tuesday, October 22, 2019
Closed Session – Time: 11:30 a.m.
Open Session - Time: 1:00 p.m.

THE PURPOSE OF THE REGULAR BOARD MEETING IS TO DISCUSS THE ATTACHED AGENDA

District Office 3707 Old Highway 395 Fallbrook, CA 92028

Board Agenda Policies

Board of Directors Meeting Schedule Regular Board meetings are normally scheduled for the 4th Tuesday of the month with Open Session discussions starting time certain at 1:00 p.m.

Breaks It is the intent of the Board to take a ten minute break every hour and one-half during the meeting.

Public Input on Specific Agenda Items and those items not on the Agenda, Except Public Hearings Any person of the public desiring to speak shall fill out a "Speaker's Slip", encouraging them to state their name, though not mandatory. Such person shall be allowed to speak during public comment time and has the option of speaking once on any agenda item when it is being discussed. Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.

Public Items for the Board of Directors' agenda must be submitted in writing and received by the District office no later than 10 business days prior to a regular Board of Directors' Meeting.

Agenda Posting and Materials Agendas for all regular Board of Directors' meetings are posted at least seventy-two hours prior to the meeting on bulletin boards outside the entrance gate and the main entrance door of the District, 3707 Old Highway 395, Fallbrook, California 92028. The agendas and all background material may also be inspected at the District Office.

You may also visit us at www.rainbowmwd.com.

Time Certain Agenda items identified as "time certain" indicate the item will not be heard prior to the time indicated.

Board meetings will be recorded as a secretarial aid. If you wish to listen to the recordings, they will be available after the draft minutes of the meeting have been prepared. There is no charge associated with copies of recordings. Recordings will be available until the minutes of such meeting are approved. Copies of public records are available as a service to the public; a charge of \$.10 per page up to 99 pages will be collected and \$.14 per page for 100 pages or more.

If you have special needs because of a disability which makes it difficult for you to participate in the meeting or you require assistance or auxiliary aids to participate in the meeting, please contact the District Secretary, (760) 728-1178, by at least noon on the Friday preceding the meeting. The District will attempt to make arrangements to accommodate your disability.

(*) - Asterisk indicates a report is attached.

Notice is hereby given that the Rainbow Municipal Water District Board of Directors will hold Closed Session at 11:30 a.m. and Open Session at 1:00 p.m. Tuesday, October 22, 2019, at the District Office located at 3707 Old Highway 395, Fallbrook, CA 92028. At any time during the session, the Board of Directors Meeting may adjourn to Closed Session to consider litigation or to discuss with legal counsel matters within the attorney client privilege.

AGENDA

1. **CALL TO ORDER**
 2. **ROLL CALL: Brazier ___ Hamilton ___ Gasca ___ Mack ___ Rindfleisch ___**
 3. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**
 4. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC
OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING
CLOSED SESSION AGENDA ITEMS (Government Code § 54954.2).**
Under Oral Communications, any person wishing to address the Board on matters regarding the Closed Session agenda should indicate their desire to speak by filling out and submitting a "Speaker's Slip" to the Board Secretary before the meeting begins. *Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.*
 5. **CLOSED SESSION**
 - A. Conference with Legal Counsel-Anticipated Litigation (Government Code §54956.9(d)(2))
* One Item
 - B. Appointment, Employment; Evaluation of Performance – General Manager (Government Code §54957(B)(1))
 6. **REPORT ON POTENTIAL ACTION FROM CLOSED SESSION**
- Time Certain: 1:00 p.m.
7. **PLEDGE OF ALLEGIANCE**
 8. **REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION**
 9. **REPEAT ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**
 10. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC
OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING
ITEMS NOT ON THIS AGENDA (Government Code § 54954.2).**
Under Oral Communications, any person wishing to address the Board on matters not on this agenda should indicate their desire to speak by filling out and submitting a "Speaker's Slip" to the Board Secretary before the meeting begins. *No action will be taken on any oral communications item since such item does not appear on this Agenda, unless the Board of Directors makes a determination that an emergency exists or that the need to take action on the item arose subsequent to posting of the Agenda (Government Code §54954.2). Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.*
 11. **EMPLOYEE RECOGNITIONS**
 - A. Steve Coffey (15 Years)
 - B. Chris Heincy (20 Years)

(*) - Asterisk indicates a report is attached.

***12. APPROVAL OF MINUTES**

- A. September 24, 2019 - Regular Board Meeting

13. BOARD OF DIRECTORS' COMMENTS/REPORTS

Directors' comments are comments by Directors concerning District business, which may be of interest to the Board. This is placed on the agenda to enable individual Board members to convey information to the Board and to the public. There is to be no discussion or action taken by the Board of Directors unless the item is noticed as part of the meeting agenda.

- A. President's Report (Director Brazier)
- B. Representative Report (Appointed Representative)
 - 1. SDCWA
 - A. Board Meeting Summary – September 26, 2019
 - 2. CSDA
 - 3. LAFCO
 - 4. San Luis Rey Watershed Council
 - 5. Santa Margarita River Watershed Watermaster Steering Committee
 - 6. ACWA
- C. Meeting, Workshop, Committee, Seminar, Etc. Reports by Directors (AB1234)
 - 1. Board Seminar/Conference/Workshop Training Attendance Reports
- D. Directors Comments
- E. Legal Counsel Comments
 - 1. Attorney Report: CEQA Update (501668-0002)

14. COMMITTEE REPORTS

- A. Budget and Finance Committee
- B. Communications and Customer Service Committee
- C. Engineering and Operations Committee

BOARD ACTION ITEMS

***15. DISCUSSION AND POSSIBLE ACTION TO AWARD THREE PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE AS-NEEDED GEOTECHNICAL SERVICES**

(The activities and operations of the Rainbow Municipal Water District (District) regularly require services that must be performed by a Geotechnical firm with on-staff inspectors. Staff issued a Request for Proposals and found that three firms, Leighton, Ninyo & Moore, and SCST were the most qualified to perform the work. This action would approve professional services agreements with the three pre-qualified firms for up to \$100,000 each.)

***16. DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 19-13 AMENDING AND UPDATING ADMINISTRATIVE CODE CHAPTER 2.09 – COMMITTEES**

(At their September 5, 2019 meeting, the Communications and Customer Service Committee took action to recommend the Board consider their proposed revisions to Administrative Code Chapter 2.09, Section 2.03.030.)

17. CONSIDER COMMITTEE MEMBER REAPPOINTMENTS

(After review of Administrative Code Chapter 2.09 – Committees, it was realized all committee members must be reappointed by the Board after four years of service. Those affected were directed to notify the District in writing of their desire to be reappointed from which a list was prepared for Board consideration.)

(*) - Asterisk indicates a report is attached.

- 18. **DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT; EMPLOYMENT; EVALUATION OF PERFORMANCE; OR COMPENSATION OF THE GENERAL MANAGER**
(The Board may take action regarding the appointment, employment, performance or compensation of the General Manager.)
- 19. **BOARD MEMBER REQUESTS FOR AUTHORIZATION TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS**

BOARD INFORMATION ITEMS

- 20. **MEMORANDUM OF UNDERSTANDING AMONG RMWD, FPUD, AND EASTERN MUNICIPAL WATER DISTRICT UPDATE**
- 21. **AUDIT UPDATE**
- 22. **WATER SERVICE UPGRADE PROGRAM UPDATE**
- 23. **CLOUDSUITE AND UTILITY BILLING SOFTWARE UPDATE**
- *24. **RECEIVE AND FILE INFORMATION AND FINANCIAL ITEMS**
 - A. **General Manager Comments**
 - 1. Meetings, Conferences and Seminar Calendar
 - B. **Operations Comments**
 - 1. Operations Report
 - C. **Engineering Comments**
 - 1. Engineering Report
 - 2. As-Needed Services Expenditures Summary
 - D. **Human Resource & Safety Comments**
 - 1. Human Resources Report
 - E. **Finance Comments**
 - 1. Monthly Financial Statements
 - 2. Credit Card Breakdown
 - 3. Directors' Expense
 - 4. Check Register
 - 5. Water Sales Summary
 - 6. RMWD Sewer Equivalent Dwelling Units (EDU's) Status
- 25. **LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT REGULAR BOARD MEETING**
- 26. **ADJOURNMENT - To Tuesday, December 3, 2019 at 1:00 p.m.**

ATTEST TO POSTING:



 Carl Rindfleisch
 Secretary of the Board

10-15-19 @ 1:30 p.m.

 Date and Time of Posting
 Outside Display Cases

(*) - Asterisk indicates a report is attached.

**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
SEPTEMBER 24, 2019**

1. **CALL TO ORDER** - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on September 24, 2019 was called to order by President Brazier at 11:00 a.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. President Brazier presiding.

2. **ROLL CALL**

Present: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch (*arrived at 11:30 a.m.*)

Also Present: General Manager Kennedy, Legal Counsel Smith, Executive Assistant Washburn, Operations Manager Gutierrez, Human Resources Manager Harp, Associate Engineer Powers, Administrative Analyst Gray, Project Manager Williams.

No members of the public were present before Open Session. Three members of the public were present for Open Session.

3. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**

There were no changes to the agenda.

4. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC
OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING
CLOSED SESSION AGENDA ITEMS (Government Code § 54954.2).**

There were no comments.

The meeting adjourned to Closed Session at 11:03 a.m.

5. **CLOSED SESSION**

A. Conference with Legal Counsel-Anticipated Litigation (Government Code §54956.9(d)(2))
* Two Items

B. Appointment, Employment; Evaluation of Performance – General Manager (Government Code §54957(B)(1))

C. Real Property Negotiations (Government Code §54956.8)

Agency Designated Representative: Tom Kennedy

Discussions regarding property negotiations for APN 127-071-06.

Under Negotiation: Price and Terms of Payment

(*) - Asterisk indicates a report is attached.

The meeting reconvened at 1:45 p.m.

6. REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

This item was addressed under Item #8.

Time Certain: 1:00 p.m.

7. PLEDGE OF ALLEGIANCE

8. REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

Legal Counsel reported the Board met in Closed Session to discuss four items with one reportable action. He noted the District reached a settlement on the District-wide meter replacement program and the Settlement Agreement was expected to be finalized in the next day or two after which copies will be available upon request.

9. REPEAT ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)

President Brazier noted there were no changes to the agenda.

10. ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING ITEMS NOT ON THIS AGENDA (Government Code § 54954.2).

Nancy Miller introduced herself to the Board as a customer whose family has resided on West Lilac Road since 1914. She expressed concern with pump located near her residence reaching 70-80 decibels which is extremely loud causing her to lose sleep as well as leave her residence over the past three weeks at least. She requested relief from this extremely loud pump as this situation has occurred three years ago as well. She mentioned she was told by RMWD everything would be done to mitigation the situation to avoid reoccurrence; however, it has not been done. She stated she was not one to complain but this situation was impacting her health issues and affecting her property value. She pointed out she was told this pump would be utilized again during the upcoming winter months and she wants the pump quieted or relocated to avoid more health issues. She reiterated in addition to her health suffering, she does not want her property value to suffer as well because of this situation. She urged the District to work hard to resolve this matter. She requested a formal response from RMWD as to how the matter will be mitigated and when. She concluded noting she was not made at the District, but very unhappy with this situation.

President Brazier pointed out the Board cannot address the matter at this time but could refer her to the appropriate staff member with whom she can speak. Mr. Kennedy stated he would have Operations Manager Robert Gutierrez get in contact with Ms. Miller. He noted the current shutdown concluded today; however, staff will work on trying to remedy the situation as quickly as possible to avoid a reoccurrence during the SDCWA scheduled shutdown in November/December.

(*) - Asterisk indicates a report is attached.

11. EMPLOYEE RECOGNITIONS

- A. Mark Cline (30 Years)

Mr. Kennedy mentioned Mark Cline was originally hired as a meter reader 30 years ago and has been in instrumentation and controls for a very long time. He told Mr. Cline how much he and his hard work were appreciated as he presented him with a watch, plaque and check in recognition of his tenure.

***12. APPROVAL OF MINUTES**

- A. August 27, 2019 - Regular Board Meeting

Motion:

To approve the minutes.

Action: Approve, Moved by Director Gasca, Seconded by Director Mack.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

13. BOARD OF DIRECTORS' COMMENTS/REPORTS

Directors' comments are comments by Directors concerning District business, which may be of interest to the Board. This is placed on the agenda to enable individual Board members to convey information to the Board and to the public. There is to be no discussion or action taken by the Board of Directors unless the item is noticed as part of the meeting agenda.

- A. President's Report (Director Brazier)

There was no report given.

- B. Representative Report (Appointed Representative)
 - 1. SDCWA

Mr. Kennedy reported the next meeting will be on September 26, 2019 and how some of the key topics are another potential dispute with how MWD's application of the water stewardship rate as well as discussions about public relations regarding the pipeline to Imperial County. Director Rindfleisch mentioned some of the discussions held at the Council of Water Utilities meeting regarding the financial analysis for this project. Mr. Kennedy pointed out his suggestion having some of the work conducted in-house as opposed to spending a great deal of money outsourcing the work. He noted this matter will continued to be monitored.

Mr. Kennedy added SDCWA was currently actively recruiting for a new general manager with six candidates under consideration.

- 2. CSDA

It was noted the conference will be attended tomorrow after which reports will be provided.

(*) - Asterisk indicates a report is attached.

3. LAFCO

Mr. Kennedy reported the Consolidated Redevelopment Oversight Board did not receive a quorum of votes; therefore, they were seeking a few more votes to avoid resulting in a tie.

4. San Luis Rey Watershed Council

Mr. Kennedy reported how he has been informed holding a meeting has not been a priority; however, they were going to work on starting up the meetings again in the near future.

5. Santa Margarita River Watershed Watermaster Steering Committee

There was no report given.

6. ACWA

Mr. Kennedy reported he signed on to an ACWA sponsored letter encouraging the government to veto SB1.

C. Meeting, Workshop, Committee, Seminar, Etc. Reports by Directors (AB1234)

1. Board Seminar/Conference/Workshop Training Attendance Reports

There was no report given.

D. Directors Comments

Director Hamilton inquired as to possibly combing Items #18 and #23. President Brazier noted one was an action item and the other informational.

E. Legal Counsel Comments

1. Attorney Report: Inverse Condemnation 150152-0005

Legal Counsel reviewed the information provided in his written report. He noted this was a significant development particularly in that when plaintiffs prevail in an Inverse Condemnation case, they can receive attorney fees; therefore, having a higher standard is good news.

14. COMMITTEE REPORTS

A. Budget and Finance Committee

Mr. Stitle reported the committee met to discuss the rate study, the new software was mostly in place with no more late charges incurred, and the auditors will be starting the audit process.

B. Communications and Customer Service Committee

Ms. Gray reported Ms. Largent gave a demonstration of the new financial software after which customer feedback and suggestions were provided. She noted the committee reviewed a new brochure for participating in public meetings, continued working on a committee mission statement, reviewed an updated "Better Way Form" as well as an explanation for encouraging community members to share their innovative ideas.

(*) - Asterisk indicates a report is attached.

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Director Mack inquired about the phone system estimated hold times being incorrect. Ms. Gray pointed out the system averages the hold times. Director Mack recommended the recording stated “thank you for your patience, we will get to your call as soon as possible” as opposed to providing incorrect hold times to make it better for the customers. Ms. Gray offered to investigate this matter to see what is available to remedy this issue. President Brazier asked if it were available to provide pertinent information about RMWD during the hold times as opposed to music. Ms. Gray agreed see what could be done.

Director Rindfleisch referenced a message he received from a customer asking him to explain nuances in their billing statement to which he referred them to the District. Ms. Gray noted customers who do not wish to call the District can always ask their questions in emails via the District website. Mr. Kennedy explained some of the nuances were due to the transitioning of the software which has since been resolved.

C. Engineering and Operations Committee

Mr. Nelson reported the committee made its usual updates with staff on a number of ongoing projects. He added due to a number of very positive staff actions has allowed the staff and committee the opportunity to take a fresh look at the Capital Improvement Program (CIP) within the boundaries of its existing budget. He pointed out he has requested a very comprehensive review of the projects to determine if there any funding issues to be addressed, how the project has been bundled or renamed, etc. so everyone has a very clear view of what the CIP looks like. He noted he has requested this review be conducted quarterly to evolve a little as steps are taken that change the condition assessment.

BOARD ACTION ITEMS

***15. DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 19-12 — A RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT ESTABLISHING CLASSIFICATIONS AND MONTHLY PAY RANGES FOR DISTRICT EMPLOYEES AND THE GENERAL MANAGER EFFECTIVE SEPTEMBER 24, 2019 THROUGH JUNE 30, 2020**

Ms. Harp mentioned this was a housekeeping matter noting that when the Right of Way and Facilities Coordinator resigned from RMWD, the responsibilities were absorbed into the two Project Manager positions as well as the Environmental Health and Safety Officer. She explained this action has resulted in a change in some job responsibilities for the Environmental Health and Safety Office job description which also resulted in revising the position title to Risk Management Officer. Mr. Kennedy noted the Risk Management Officer was a well document position and job title at several other agencies.

Director Hamilton inquired as to the necessity to update this schedule each time there is a change. Ms. Harp noted the title change would not necessarily generate a new resolution; however, the title change would require Board approval and updates to the Administrative Code.

Director Gasca noted in the ebb and flow of running an organization, it must stay dynamic in order to be able to support a change in its life. Ms. Harp reiterated as opportunities present themselves, RMWD will take the opportunity to evaluate the positions make sense in the way they were structures.

(*) - Asterisk indicates a report is attached.

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Motion:

To approve Resolution No. 19-12.

Action: Approve, Moved by Director Hamilton, Seconded by Director Gasca.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

***16. DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 19-12 - AMENDING AND UPDATING ADMINISTRATIVE CODE SECTION 1.02.020 – CONFLICT OF INTEREST**

Mr. Kennedy noted this item was to update the Administrative Code as a result of the same title change as described in Item #15 as well as some job responsibilities.

Motion:

Action: Approve, Moved by Director Gasca, Seconded by Director Hamilton.

Vote: Motion carried by unanimous roll call vote (summary: Ayes = 5).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

***17. ACWA COMMITTEE APPOINTMENT CONSIDERATIONS FOR THE 2020-2021 TERM**

Director Hamilton said he had requested this item deferred to this meeting; however, he has decided to decline appointment consideration.

There was no action taken.

***18. DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 19-10 AMENDING AND UPDATING ADMINISTRATIVE CODE CHAPTER 2.09 - COMMITTEES**

Mr. Kennedy explained this item was to approve revisions to the policy related to including approved committee minutes in board meeting agenda packets, a process that stopped a few months ago.

Motion:

To approve Ordinance No. 19-10.

Action: Approve, Moved by Director Hamilton, Seconded by Director Mack.

Vote: Motion carried by unanimous roll call vote (summary: Ayes = 5).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

(*) - Asterisk indicates a report is attached.

19. BOARD MEMBER REQUESTS FOR AUTHORIZATION TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS

There were no requests remitted.

BOARD INFORMATION ITEMS

20. SDCWA EMERGENCY SHUTDOWN DECLARATION UPDATE

Mr. Kennedy reported the SDCWA emergency shutdown was now complete. He pointed out because of the proposed detachment from SDCWA, staff took the opportunity during the shutdown to conduct some testing on operating the system with just the four northerly connections to detect any challenges as well as demonstrate what would need to be done to avoid any issues. He explained although there were a few small spots where improvements need to be made.

Mr. Gutierrez mentioned the customers did an excellent job conserving water during the shutdown; however, it was once the shutdown completed and everyone turned on their water when the issues Mr. Kennedy mentioned were reported. He noted RMWD made it through the shutdown, but there were some minor issues at the plant in Lake Skinner that impacted several agencies. He complimented staff doing an outstanding job during the duration of the shutdown including continuous watch over the system and ensuring the water remained in service.

Mr. Gutierrez spoke on the pump Ms. Miller referenced and how it was the quietest pump available and how in normal situations it could be turned off in the evenings. Mr. Kennedy added staff would be actively researching how best to reduce the noise when the pumps are running. Discussion ensued.

Mr. Gutierrez mentioned now that the shutdown has ended, the repair would not be made until the regularly scheduled shutdown in November or December.

Mr. Kennedy asked Legal Counsel for the proper steps to end the emergency declaration. Legal Counsel explained the Board can declare an end to the emergency by taking a vote.

President Brazier asked if an item is listed as informational, is the Board allowed to vote on the item. Legal Counsel stated typically the Board should not vote on an information item; therefore, he suggested the Board take a 4/5 vote to amend the item for Board action. He stated the current vote was fine, but the Board could take a vote to amend the item to declare it as an action item for the record.

Motion:

To declare the emergency over.

Action: Approve, Moved by Director Hamilton, Seconded by Director Gasca.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

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Motion:

The Board considered changing Item #27 to an action item instead of information only to make the vote official.

Action: Approve, Moved by Director Hamilton, Seconded by Director Gasca.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

21. MEMORANDUM OF UNDERSTANDING BETWEEN RMWD, FPUD, AND EASTERN MUNICIPAL WATER DISTRICT UPDATE

Mr. Kennedy reminded the Board the MOU contemplated an application to Riverside County LAFCO for the Sphere of Influence change and San Diego LAFCO for the detachment. He stated SDCWA has sent the parties some information indicating they desired the matter to just be held only in San Diego County. He reported Riverside County LAFCO will discuss the matter further on October 26, 2019 and San Diego County LAFCO on October 7, 2019; however, it appears the most recent revised draft MOU sent to him and SDCWA indicates Riverside County LAFCO will cede their authority to San Diego LAFCO to handle all the proceedings. He pointed out this will be favorable to RMWD and FPUD by not having to pay an additional application fee or any other costs associated with Riverside County LAFCO. He stated once both commissions decide upon and clarify the final processes, the application preparation would be completed.

Motion:

Based upon new information the Board obtained after the posting of the agenda, Item #21 will be made an action item.

Action: Approve, Moved by Director Hamilton, Seconded by Director Gasca.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

Motion:

To direct staff to prepare the LAFCO applications.

Action: Approve, Moved by Director Hamilton, Seconded by Director Mack.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

(*) - Asterisk indicates a report is attached.

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Director Gasca inquired as to the timeline for filing the applications. Mr. Kennedy explained it should only take a couple of weeks; however, staff will work with Legal Counsel, Legal Counsel, as well as the Ad Hoc Committee on how to get the applications finalized. He noted the intent was to have the Board consider a Resolution of Application at their October meeting, but there will need to be some coordinating with the other agencies involved.

***22. BUILDING TWO WATER DAMAGE STATUS UPDATE**

Mr. Kennedy explained staff has prevented any major flooding to Building Two each time there is wet weather; however, over Labor Day weekend a backflow device on the slope behind the building failed resulting with water coming down and enter the structure. He noted the water damage was significant but manageable; however, the remediation company indicated the floor needed to come up due to water being trapped beneath it causing it to buckle. He explained they also required an asbestos test which it turn discovered asbestos exists and must be legally remediated. He pointed out the costs to remove the asbestos and restore the building were exceeding \$150,000-\$200,000 which is a great deal of money for a building with a potential to flood.

Mr. Kennedy reported after reviewing the condition of the building as well as the repair costs, trailers have been brought on site for temporary use until the matter can be addressed. He suggested the concept of renting a triple-wide trailer to be placed on the premises at a fraction of the cost associated with building repairs and restoration. He noted the monthly lease costs are easily manageable in some of the budget amounts with possible mid-year adjustments. He said unless the Board directs him to do so, he does not plan on rehabilitating Building Two.

Mr. Williams added Building Two has to be encapsulated. Director Hamilton stated he preferred spending money on temporary buildings as opposed to renovating a damaged building.

President Brazier inquired as to whether RMWD's insurance would cover the cost for damages, temporary offices, or demolition. Mr. Kennedy offered to have Ms. Harp research the policies.

It was noted a motion was not necessary since the cost was within the Mr. Kennedy's authorized spending limit; however, none of the Board Members objected to the proposed resolution.

***23. DISCUSSION REGARDING ADMINISTRATIVE CODE CHAPTER 2.09 – COMMITTEES (REQUESTED BY PRESIDENT BRAZIER)**

President Brazier thanked the Communications Committee for their proposed policy revisions. She explained twelve years ago, the Board created a committee system as an experiment by appointing public members to serve as volunteers and making use of the talent, knowledge and experience throughout the community. She stated she personally found the experiment to be very successful; however, after twelve years it was time a review be conducted by those utilizing the system such as committee members, Board Members, and staff. She noted the review should consist of taking a look of how things have been done, what has been done well, any stumbling blocks, unintended consequences, as well as some of the lessons learned. She pointed out self-dealing has been a glitch within the committees and how regardless of one is a volunteer committee member, paid staff member, or elected Board Member it should not ever occur. She mentioned other problems have occurred mostly due to a lack of clarity in terms of what responsibilities belong to the Board and what responsibilities belong to the committee. She suggested it would be beneficial to go over the system to find out if there are any recommendations from committee, Board, and staff members. She provided a list of questions she prepared for references purposes noting the committees are in place for the long haul and there may be

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considerable input on how to adjust the committee system to better serve the district and better utilize the talent.

Director Hamilton stated he would like the committee members to partake in the policy review in that the Board is seeking insight and guidance from the local community. He recommended having an agenda item on the October committee agendas to define the review process and compile the feedback for Board consideration.

Mr. Kennedy suggested elaborating on the self-dealing concept to include recusing members from certain discussions.

Mr. Nelson asked if there was any action contemplated on the expired term of the committee members. President Brazier stated committee members have been asked to submit their request to continue. Mr. Kennedy clarified it was determined the reappointment requests should be in writing for record keeping purposes.

President Brazier noted this was an information item to assist in soliciting for as much assistance and feedback as possible.

***24. DISCUSSION REGARDING ADMINISTRATIVE CODE SECTION 5.02.210 – PURCHASING AND CHANGE ORDER APPROVAL REQUIREMENTS – APPENDIX (REQUESTED BY DIRECTOR GASCA)**

Director Gasca recalled how the Board recently discussed an issue related to a Change Order suggested it may be beneficial to conduct a survey with other agencies as to their General Manager’s spending authority and bring that information back to the Board consider whether to reevaluate and possibly adjust RMWD’s policy. He suggested the policy include consultation with specific members of the Board to allow for quick response in urgent situations.

***25. RECEIVE AND FILE INFORMATION AND FINANCIAL ITEMS**

- A. General Manager Comments**
 - 1. Meetings, Conferences and Seminar Calendar
- B. Communications**
 - 1. Staff Training Reports
- C. Operations Comments**
 - 1. Operations Report
- D. Engineering Comments**
 - 1. Engineering Report
 - 2. As-Needed Services Expenditures Summary
- E. Human Resource & Safety Comments**
 - 1. Human Resources Report
- F. Finance Comments**
 - 1. Treasurer Report
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 - 4. Check Register
 - 5. Water Sales Summary

Mr. Gutierrez mentioned staff was being more proactive in terms of local brush fires in the area. He also noted when the area reaches red flags due to Santa Ana conditions, staff will increase the level of water to ensure enough water supply should power be turned off. Discussion ensued.

(*) - Asterisk indicates a report is attached.

DRAFT

DRAFT

DRAFT

Motion:

To receive and file information and financial items.

Action: Approve, Moved by Director Gasca, Seconded by Director Rindfleisch.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

26. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT REGULAR BOARD MEETING

It was noted the committee evaluation format, General Manager evaluation, audit report, LAFCO application resolution, and board conference reports should be on the next meeting agenda.

27. ADJOURNMENT - To Tuesday, October 22, 2019 at 1:00 p.m.

The meeting was adjourned by Director Brazier to a regular meeting on October 22, 2019 at 1:00 p.m.

The meeting was adjourned at 3:40 p.m.

Helene Brazier, Board President

Dawn M. Washburn, Board Secretary

SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING **September 26, 2019**

- 9-1. Amendment to Program Contract with San Diego Gas & Electric for the Residential Low-Income Water-Energy Collaboration.
The Board authorized the General Manager to execute an amendment to increase the contract capacity of the Residential Low-Income Water-Energy Collaboration Program Contract (ESA) with San Diego Gas & Electric (SDG&E) by \$245,000, from \$150,000 to \$395,000.
- 9-2. Resolution for Integrated Regional Water Management Proposition 1 Implementation Grant.
The Board adopted Resolution No. 2019-17 authorizing the General Manager or her designee to submit a 2019 Integrated Regional Water Management (IRWM) Proposition 1 Implementation Grant application for \$15,346,156, accept the grant funds that are awarded, and enter into contracts to distribute the funds to the project sponsors.
- 9-3. Professional services contracts with Capo Projects Group; Management Solutions, LLC; and MW Construction Services, Inc. for cost estimating and constructability review services, as-needed.
The Board authorized the General Manager to award professional services contracts to Capo Projects Group for \$200,000; Management Solutions, LLC for \$200,000; and MW Construction Services, Inc. for \$200,000 for cost estimating and constructability review services, as-needed, for a period of four years.
- 9-4. Construction contracts and continuation of emergency declaration for the repair of Pipeline 4 in Moosa Canyon.
The Board ratified the emergency contract with J.F. Shea Construction, Inc. in the amount of \$950,000 for the repair of Pipeline 4 in Moosa Canyon, ratified the emergency contract with Fibrwrap Construction Services, Inc. in the amount of \$871,342 for the carbon fiber repair of Pipeline 4 in Moosa Canyon, and authorized the continuation of the emergency declaration for the repair of Pipeline 4 in Moosa Canyon.
- 9-5. Monthly Treasurer's Report on Investments and Cash Flow.
The Board noted and filed the Treasurer's report.

BOARD OF DIRECTORS CONFERENCE/SEMINAR REPORT

ATTENDEE NAME(S):	Miguel E. Gasca
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	2019 CSDA ANNUAL Conference and Exhibitor Showcase
DATE(S) ATTENDED:	September 25 -27, 2019
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	California Special Districts Association
LOCATION:	Anaheim Marriott

DESCRIPTION OF TOPIC(S)/LEARNING EXPERIENCE:

Sept 26 Mark Scharenbroich spoke about making connections to energize people. Take the initiative. Over deliver. His key words were Acknowledge, Honor, Connect. Ask the citizens what they need, and provide it. He also said, "We all have two core needs: 1)We need to belong to a... village. We need to be part of something beyond ourselves. 2)We need to hear: I see you, I hear you, I appreciate you. This world, this organization, or this community is a better place because you're in it. It's going out of your way to let people know that they matter. It's treating people with dignity and respect instead of treating them like a number.

CA Special Districts Addressing Future Wildland Fires. Amount of acreage burning is going up -8 Million. Three fire zones of defensible space. Organizations need common radios for better coordination, annual drills, dedicated evacuation routes. Five legged stool of funding - Impact Fees, CFDA's, Fees, Grants, Special Taxes and Benefit Assessments, and Ad Valorem Taxes. special Taxes - Plan, Survey, Choose optimal funding mechanism, Sunset Clause?, Outreach, ID key messages, Polling Place vs Mail-in. On community outreach: Start early, be authentic, transparent, approachable, clear, credible, face-to-face, provide detailed financials.

Independent Contractor Do's and Don'ts. Focus on basic strategies for keeping independent contractors independent contractors. Make sure they work for other clients. Don't over supervise. Don't treat like employees. Other factors: payment by time or job, work done with or without direction, part of the regular business of the principal, is an employer-employee relationship being created, who supplies the tools and place of work, is an RFP, contract, and insurance required. Carefully define the scope of work, confirm independent contractor trade or business. Provide independent contractor with a form 1099-MISC, as appropriate. Conduct routine reviews. Status of contractor is defined by law.

Special Districts and Drones. There's a federal preemption to state and local law & regs - the FAA. on operational restrictions and equipment/training. while the state on police power (land use, zoning, privacy, trespass, and law enforcement ops. Most law addresses planes, not much on drones. Guidance from FAA and associations. FAA treats drones as aircraft. Interfering with drone radio communications may violate the law. Used for infrastructure inspection, search & rescue, emergency services like fire or accidents, construction & building inspection mapping roads for repair. Best approach is to contract out services to avoid dealing with air worthiness, insurance, indemnification, intellectual property and privacy issues.

WHAT KEY INFORMATION OBTAINED IS MOST BENEFICIAL TO RMWD?

We need to do a good job of connecting early with our stakeholders as we go forward with our submission to LAFCO, and provide them clearly understandable information about the opportunity. Let them know that they are part of what has never been done before.

Need to confirm the types of radios we have for communicating with North County Fire District during emergencies. Need to review the periodic training needed to interface properly during fires.

Need to review our contracts with firm that will be installing meters throughout the district.

Do we need the services of a drone in the District. Can it help to minimize staff road time? Should we have a contract in-place, for emergencies?

BOARD OF DIRECTORS CONFERENCE/SEMINAR REPORT

ATTENDEE NAME(S):	Hayden Hamilton
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	CSDA Conference - Anaheim, CA
DATE(S) ATTENDED:	September 25-27
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	CSDA
LOCATION:	Anaheim, CA
DESCRIPTION OF TOPIC(S)/LEARNING EXPERIENCE:	
<p>I attended the following breakout sessions during this conference.</p> <ul style="list-style-type: none"> * "Application of the California Environmental Quality Act to District Projects" <ul style="list-style-type: none"> - Better understanding of CEQA requirements and what defines a project - How to deal of CEQA in "non-projects" to avoid problems * "Can't We All Just Get Along? A guide to building better Board and Manager Roles and Relationships." <ul style="list-style-type: none"> - Ideas for better communication between Board and GM - Ways to improve clear policy directions to Manager - How to more effectively work with Managers - Takeaway: Consider creating a "Board Policy Guide" * "General Manager Performance Evaluation: A proven approach that helps Build an Effective working relationship between Board and GM" <ul style="list-style-type: none"> - What is the process? - Do you find the evaluations helpful? - Is compensation tied to evaluation? <p style="padding-left: 40px;">(Continued on next Page)</p>	
WHAT KEY INFORMATION OBTAINED IS MOST BENEFICIAL TO RMWD?	
See notes: TAKEAWAYS	

Hayden Hamilton

CSDA Conference Report (cont.)

- Performance Evaluation
 - o Helps Board understand if the District is being managed appropriately
 - o Lets Manager know if they are accomplishing the goals and objectives desired by the Board
 - o Helps manager develop professionally
 - o Helps Build and maintain effective working relationship
- A good Governance Model
 - o Set direction, goals and provide resources
 - o Establish “ends,” - The results desired
 - o Board should not get involved in the HOW
 - o Board’s sole interest is in WHAT gets done
- Good Communications Improves Productivity and Evaluations
 - o Directors should feel free to talk to Manager to clear up issues
 - o Consider workshops to provide opportunity for more in-depth discussions
 - o Training – opportunity to talk and learn
- TAKEAWAYS
 - o Manager “self evaluation” should be part of the review process
 - o Start earlier
 - o Define specific goals and objectives (and prioritize them) – get input from the manager in setting these
 - o Need to take a serious look at our process and consider updating/revising/changing our process
- **SDRMA - General Session (and receipt of Award)**
- **What You Need to Do to Gain Public Support – an Action Plan for Your Upcoming Rate, Tax or Assessment increase**
 - o Time is your Friend – Start Early
 - o Customers want to know that the district works efficiently
 - o Develop multi-year financial plans
 - o Fine tune your business practices
 - o Communicate from the Customer’s Perspective
 - o Tell a good story
 - o Don’t rely on Prop 218 as outreach
 - o DISTRICT cannot Campaign
 - Any Campaigning must be privately funded
 - Survey to determine the key elements and players
 - o Takeaway: REPEAT, REPEAT, REPEAT

BOARD OF DIRECTORS CONFERENCE/SEMINAR REPORT

ATTENDEE NAME(S):	Carl Rindfleisch
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	CSDA Annual Conference
DATE(S) ATTENDED:	September 25-28, 2019
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	CSDA
LOCATION:	Anaheim, California
DESCRIPTION OF TOPIC(S)/LEARNING EXPERIENCE:	
<p>CSDA held a conference from Sept 25th to Sept 28th covering topics related to small districts across the state of California. Networking events spanned the duration of the 25th of September while attendees arrived from various parts of the state.</p> <p>Sept 26th, the first full day of the conference included a morning of introductions from CSDA leadership and speakers from CSDA leadership and motivational speaker Mark Sharenbroich as he spoke on how to effective at making meaningful connections in both your professional and personal life. His *Nice Bike* principle is supported by three actions: acknowledge, honor and connect. In my first year with Rainbow Municipal Water District, I can attest that Rainbow leadership emulates these principles of leadership.</p> <p>Afternoon of the 26th I attended a class on AB 13. Senator Bob Wieckowski (D-Fremont) has authored Senate Bill 13, which would prohibit impact fees on accessory dwelling units (ADUs) smaller than 750 square feet and significantly limit the impact fees that can be charged for larger ADUs. Given that revenue for local governments is tightly restricted by the California Constitution, fees are one of the few ways special districts can offset the indirect costs of growth. Impact fees are critical for water, park, fire protection, and other types of districts trying to recoup their costs for providing infrastructure and services to new ADU developments.</p> <p>Sept 27th, the 2nd full day started with recognition and awards where Rainbow Municipal Water District received recognition for it success as a member of CSDA.</p> <p>Sept 28th, the final day of the conference, started with group discussions where members of common special districts were placed in small groups to talk through the top three items impacted their district. I met with members of the Western Water Authority who mentioned they are closely watching developments within RMWD, as it may impact member agencies within Western.</p>	
WHAT KEY INFORMATION OBTAINED IS MOST BENEFICIAL TO RMWD?	
<p>I attended a class on AB 13. Senator Bob Wieckowski (D-Fremont) has authored Senate Bill 13, which would prohibit impact fees on accessory dwelling units (ADUs) smaller than 750 square feet and significantly limit the impact fees that can be charged for larger ADUs. Given that revenue for local governments is tightly restricted by the California Constitution, fees are one of the few ways special districts can offset the indirect costs of growth. Impact fees are critical for water, park, fire protection, and other types of districts trying to recoup their costs for providing infrastructure and services to new ADU developments.</p> <p>CSDA is opposed to this bill due to its disproportionately negative impact on special districts.</p>	



TO: Rainbow Municipal Water District
FROM: Alfred Smith
DATE: October 22, 2019
RE: Attorney Report: CEQA Update
501668-0002

I. INTRODUCTION.

This attorney report provides an update on a recent California Environmental Quality Act (“CEQA”) decision by the California Second District Court of Appeal. In *Stopthemillenniumhollywood v. City of Los Angeles* (2019), the appellate court handed a victory to a group committed to stopping the proposed Hollywood Millennium project in Los Angeles, California.

The Court of Appeal concluded that an EIR may be deemed invalid where the EIR lacks an “accurate, stable, and finite” project description, and no unusual circumstances were present allowing otherwise. The Court further ruled that, absent unusual circumstances, failure to present technical characteristics in a project proposal, and instead presenting conceptual plans and impact maximums, are insufficient for the public participation and informed decision-making guidelines under CEQA. Where environmental documents seek to preserve a wide range of development options, the project description must be sufficiently detailed and specific in the EIR -- both in description as well as illustration, of the options and environmental impacts for each alternative.

The ruling represents a continuing string of court decisions that contribute to an evolving CEQA process, usually to the detriment of project developers and the local governments that function as lead agencies.

II. BACKGROUND.

The Hollywood Millennium is a project proposed for development on approximately 4.5 acres surrounding the Capital Records building in Hollywood. As proposed, the project includes 1,005 residential dwelling units (872 market-rate units and 133 senior affordable housing units) totaling 1,256,974 square feet of residential floor area and approximately 30,176 square feet of commercial floor area, encompassed in four tower shaped structures.

In 2013, the City of Los Angeles certified the EIR for the Project. The EIR's project description provided three *possible* build-out scenarios – a concept plan, a residential scenario, and a commercial scenario. The EIR focused on analyzing the greatest possible impact on each environmental issue area. In doing so, the EIR detailed “the most intense impacts from each scenario and represented the greatest environmental impacts permitted for any development scenario for the Project.”

Shortly after the EIR certification, a group called Stopthemillenniumhollywood and other parties filed a writ of mandate alleging, among other things, that the Project description was vague to the point that it precluded informed decision making and informed public comment.

III. COURT'S ANALYSIS.

The trial court held in favor of Stopthemillenniumhollywood, ruling that the Project description only provided “a blurred view of the Project” where it did not inform the public as to the number of buildings or towers to be built, where they would be located, or what use they would incorporate. Both the City and Stopthemillenniumhollywood appealed on multiple grounds.

Reviewing *de novo*, the Court of Appeal affirmed the trial court ruling finding that the Project description was not accurate, stable, or finite as required by CEQA. Where the Project description was at the “heart of the EIR process in this case,” the Appellate Court declined to address any other contentions raised by parties, including those related to the EIR's transportation, traffic, and seismic impacts.

Relying on the decision in *County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, the Court of Appeal held:

“An accurate, stable and finite project description is the *sine qua non* of an informative and legally sufficient EIR. Here, the Project description was inconsistent for failing to identify a preferred scenario and failed to describe the siting, size, mass, and appearance of any building proposed to be built at the Project site. As such, it failed to provide decision-makers or the public with any design features or final development scenario to evaluate in the decision-making process.”

The Court of Appeal also held:

“There were no unusual circumstances that made the nature and timing of the Project unknown or unknowable nor was there any planned supplemental environmental review, any conditions creating uncertainty, or any reason the Project developer could not be more specific about the

Project details. Here, the Project developer failed to provide sufficient detail or any explanation for its lack of clarity in the Project description.”

The appellate court noted this was particularly problematic to the EIR where earlier Project proposals clearly described what the developer proposed to build.

The Court of Appeal differentiated the situation in the *Hollywood Millennium* case from that in *South of Market Community Action Network v. City and County of San Francisco* (2019) 33 Cal.App.5th 321, where the Court found the project description was neither “curtailed, enigmatic, or unstable” for failing to specify if the project’s buildings would be used predominantly for office space or residential uses. There, the project description sufficiently included “site plans, illustrative massing, building elevations, cross-sections, and representative floor plans” for both office and residential use options.

In contrast, in the *Hollywood Millennium* case, the appellate court plainly held: “the technical characteristics of the construction project — such as was provided in *South of Market* — were not provided here. The EIR did not contain site plans, cross-sections, building elevations, or illustrative massing to show what buildings would be built, where they would be sited, what they would look like, and how many there would be.”

Although the Court acknowledged that two other development proposals had been presented in the EIR, all were included as “*possible* development schemes, any of which could implement the development agreement and land use/development standards.” Agreeing with the court in *Washoe Meadows Community v. Department of Parks & Recreation*, 17 Cal.App.5th 277, 290 (2017), the Court found that “Millennium’s failure to present any concrete project proposal, instead choosing concepts and ‘impact envelopes’ rather than an accurate, stable and finite project description, failed to meet CEQA’s informational requirements.” In addition, the Court found “[t]he problem with an agency’s failure to propose a stable project is not confined to its informative quality. Rather, it impairs the public’s right and ability to participate in the environmental review process.”

Ironically, the appellate court indicated that an agency’s procedural lapse could be remediated by the subsequent environmental review of the individual projects included in the larger program EIR. That position had, however, just two days earlier, been firmly rejected by the California Supreme Court in *Union of Medical Marijuana Patients, Inc. v. City of San Diego*, S238563. In that case, the Supreme Court held that “a local agency cannot argue that approval of a regulation is not a project merely because further decisions must be made before the activities directly causing environmental change will occur.”

Finally, the Appellate Court declined to address remaining arguments related to the traffic, transportation, and seismic impacts of the Project where it had already held

the Project description was fatally defective. Citing two non-CEQA cases, the Court held it was “not required to address every one of the parties’ respective arguments or express every ground for rejecting every contention advanced by every party.” The Appellate Court concluded by affirming the trial court’s holding in favor of Stopthemillenniumhollywood and awarding costs on appeal.

IV. CONCLUSION.

The Second District’s Court of Appeal decision provides a heightened scrutiny requirement for CEQA project descriptions, by ruling that an EIR fails to satisfy CEQA where the project description consists of a “conceptual plan and maximum impacts as an *illustrative scenario* to demonstrate a *potential development program* that implements the development agreement and land use standards.”

The Court reached this conclusion by holding that, absent unusual circumstances, CEQA project descriptions must be “accurate, stable, and finite.” Environmental documents aimed at preserving a wide range of development options for a project site must be sufficiently detailed. The court interprets this standard to mean that failure to present technical characteristics in a project proposal, and instead presenting conceptual plans and impact maximums, is insufficient for the public participation and informed decision-making requirements for CEQA compliance.

As a result of this appellate ruling, when preparing EIRs that contain multiple variations of a project, it is now essential to ensure that the EIR provides specificity of the preferred or final development scenario — both in description as well as illustration — including the supporting technical considerations, such as site plans, cross-sections, building elevations, representative floor plans, and illustrative massing showing the project, buildings and structures to be built, where they will be sited, what they will look like, together with the environmental analysis and impacts for each alternative.

AES/AES

BOARD OF DIRECTORS

October 22, 2019

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO AWARD THREE PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE AS-NEEDED GEOTECHNICAL SERVICES

BACKGROUND

The activities and operations of the Rainbow Municipal Water District (District) regularly require geotechnical services. Obtaining geotechnical services for temporary projects that cannot be done in-house can be cumbersome for the District because proposals must be requested and processed for each task. Most firms are reluctant to expend the effort to prepare a proposal for a small task, and it has been difficult to get responses. It is also an extremely slow process to solicit proposals and engage a contract. The "As-Needed" process will simplify the process and provide substantial benefits to the District including lower costs in solicitation of services and the ability to spread the overhead costs over multiple small projects rather than have those costs impact every project.

This concept has been discussed with the Engineering and Operations Committee over several months and was met with concurrence from the committee members.

The proposal, to secure three pre-qualified firms to provide as-needed geotechnical services, will limit the overhead associated with each individual task. For each task, staff will request a scope from all three pre-qualified firms and issue a task order to the firm with capacity to complete the project in a timely manner, and whose particular skill sets are best suited to the project.

The District will issue Assignment Letters, as required for specific services outlined in the proposed scope of services described below:

1. Perform geotechnical services for District Capital Improvement Projects, and other District projects. Examples include, but are not limited to projects such as:
 - Soil testing
 - Soil inspection
 - Soil borings
 - Subsurface exploration
 - Import inspection
2. Develop and manage schedules either under the direct supervision of the District Engineer, or independently.
3. Perform site review as necessary, including soil compaction, bottom of trench and footing inspection.
4. Review soil import locations and perform testing.

5. Revise base placement as required.
6. Review and test for any hazardous materials soil testing.
7. Attend project or special meetings as required.
9. Drive from site to site for supervision and inspections as required.
10. Provide daily and monthly update reports as required.
11. Provide geotechnical reports and recommendations based upon soil conditions.
12. Provide information in relation to project design drawings for construction as required.
13. Coordinate with Contractors, other District consultants, outside agencies and District personnel as required.
14. Review change orders and/or estimates if required.
15. All services shall be performed in accordance with current applicable local, State, Federal, and District regulations and ordinances.

The Engineering and Operations Committee will be updated each time a task is assigned to an As Needed Services Agreement.

DESCRIPTION

The District issued a Request for Proposals for As-Needed Geotechnical Services on April 17, 2019. Eight (8) firms responded with a proposal by May 9, 2019. Staff reviewed the proposals and evaluated them based on the executive summary, project description, identification of the consultant, project organization, and experience and past performance. The staff evaluation found that three firms, Ninyo & Moore, SCST, LLC, and Leighton Consulting were the most qualified to perform as-needed Geotechnical services for the District. The proposed contract amount listed in the RFP was \$100,000.

Once the \$100,000 contract amount is reached, staff would halt work with the consultant. Staff would then either bring an Action Item to the Board for additional funding, along with appropriate justification, or cease working with the consultant altogether.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility. By pre-qualifying several geotechnical professionals and executing as-needed services agreements, District staff will be able to save time and effort each time a task is needed. In addition, the firms providing the as-needed services will be able to provide those services with less cost due to the higher overhead involved in proposing on individual projects.

BOARD OPTIONS/FISCAL IMPACTS

The District staff has pre-qualified three firms and recommends entering as-needed services agreements in the amount of \$100,000 with each of the pre-qualified firms. The total cost to the District will be dependent on the tasks needed during the life of the agreements. The funds for each task will be allocated from the budget of the corresponding CIP project or charged to a Developer when appropriate.

- 1) Authorize staff to award three Professional Services Agreements in the amount of \$100,000 each to Ninyo & Moore, SCST, LLC, and Leighton Consulting.
- 2) Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.

A handwritten signature in blue ink, reading "Steven E. Strapac". The signature is written in a cursive style with a large initial 'S'.

Steven E. Strapac, P.E., P.L.S.
District Engineer

October 22, 2019



RAINBOW MUNICIPAL WATER DISTRICT

REQUEST FOR PROPOSALS

APRIL 17, 2019

TO PROVIDE:

GEOTECHNICAL SERVICES – AS NEEDED

PROPOSALS DUE BEFORE 3:00 P.M.

ON

MAY 9, 2019

**Rainbow Municipal Water District
Engineering Department
3707 Old Highway 395
Fallbrook, CA 92028
(760) 728-1178**

I. INTRODUCTION

The Rainbow Municipal Water District (“District”) is requesting sealed proposals from interested Geotechnical Firms (“Consultant”), for as-needed soil inspection and testing services for District Capital Improvement Projects. The District intends to enter into a contract(s) with one to three Consulting firms, with an anticipated budgeted contract amount of \$100,000.00. This Request for Proposal (RFP) is issued to invite Consultants to submit proposals with a fee schedule for as-needed Geotechnical services for the District. Please review the RFP fully, complete all response sections, and submit the proposal in accordance with the Submittal Requirements sections of this RFP.

The District reserves the right to cancel this RFP at any time and for any reason without any liability to any proponent or to waive irregularities at its own discretion. The District reserves the right to accept or reject any or all bids.

II. BACKGROUND

The activities and operations of the District regularly require services that must be performed by licensed geotechnical firms for soil inspection and testing. Some of these services are relatively small in nature, or require a rapid turnaround, rendering the traditional process of “RFP-Proposal-Award” undesirable.

III. PROJECT SCOPE OF SERVICES

The District is looking for a Consultant that performs high-level geotechnical soil inspection and testing services, related to a municipal water agency. The ideal consultant must excel at customer service, and possess a high degree of technical expertise in geotechnical services related to soil concerning water pipelines, pressure stations, wastewater systems and other pipeline infrastructures utilized by a water and sewer agency in various geographic soil conditions. The District will issue Assignment Letters, as required for specific services on specific assignments outlined in the proposed scope of services described below:

1. Perform geotechnical services for District Capital Improvement Projects, and other District projects. Examples include, but are not limited to projects such as:
 - Soil testing
 - Soil inspection
 - Soil borings
 - Subsurface exploration
 - Import inspection
2. Develop and manage schedules either under the direct supervision of the District Engineer, or independently.
3. Perform site review as necessary, including soil compaction, bottom of trench and footing inspection.
4. Review soil import locations and perform testing.
5. Revise base placement as required.
6. Review and test for any hazardous materials soil testing.
7. Attended project or special meetings as required.
9. Drive from site to site for supervision and inspections as required.

10. Provide daily and monthly update reports as required.
11. Provide geotechnical reports and recommendations based upon soil conditions.
12. Provide information in relation to project design drawings for construction as required.
13. Coordinate with Contractors, other District consultants, outside agencies and District personnel as required.
14. Review change orders and/or estimates if required.
15. All services shall be performed in accordance with current applicable local, State, Federal, and District regulations and ordinances.

IV. MANAGEMENT APPROACH

1. The Consultant shall work as a District consultant, and as such, will be perceived by the public as a District agent; therefore, the Consultant's staff must reflect the professionalism and courtesy of a public employee when dealing with the public.
2. The Consultant shall provide copies of all correspondence records and reports to the Engineering Department.
3. The Consultant shall invoice the Engineering Department for services rendered in a manner consistent with District regulations.
4. The District will collect all fees in connection with the Consultant performing the work set forth in this proposal and under no condition will such fees be collected by the Consultant.
5. Consistent with the authority contained in the law, the Consultant shall have the decision authority consistent with and necessary for the timely and proper enforcement of the laws and ordinances assigned to the Consultant for enforcement, and such decisions shall be consistent with the wording of the regulations.
6. The Consultant shall provide its own office space and clerical support at its sole cost and expense. Specific accommodations to the Consultant by the District may be permitted on a case-by-case basis, if such accommodations are of no cost to the District.

V. PROPOSAL REQUIREMENTS

The proposal shall not exceed 15 pages excluding resumes, dividers, front and back covers. Responses to this RFP shall be in the following order and shall include:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the President of the Board of Directors of the Rainbow Municipal Water District.
3. Executive Summary

Summarize the contents of your firm's proposal in a clear and concise cover letter. The letter must be signed by an individual authorized to bind the Consultant to all terms, conditions, and commitments made in the proposal. Provide a table of contents that clearly defines sections and includes page numbering.

4. Description of capabilities

- i. Explain how the firm could assist the District with on-call soil testing and inspection of small projects, both CIP and land development.
- ii. Provide a detailed description of the consultants available services related to this RFP.
- iii. Include a statement on what makes your firm uniquely qualified (i.e. on-staff, available personnel with previous water district experience).

5. Identification of Prime/Sub-Consultants

- i. Legal name and address of the company.
- ii. Legal form of company (partnership, corporation).
- iii. If company is wholly owned subsidiary of a "parent company," identify the "parent company."
- iv. Name, title, telephone number and email address of the individual authorized to represent the Consultant on all matters relating to this RFP.
- v. Organization size, location of the offices, years in business, organization chart.
- vi. Number of staff and the discipline/job title of each.
- vii. Information of any associations, which the Consultant and its staff are members.

Project Organization and Experience

- viii. Describe proposed organization, including identification and responsibilities of key personnel, including sub-consultants. Include only one-page resumes for possible assignments.
- ix. Describe the qualifications of staff proposed for the assignment, their position in the firm, and types and amount of experience.
- x. Describe company management and overall supervision approach.

6. Experience and Past Performance

- i. Include a summary of the past experience on similar assignments. Include the following information:
 1. Owner, contact name, email address and phone number.
 2. Description of services with project value.
- ii. Describe the firm's past experience and performance with similar clients. Emphasis should be placed on California local government clients.

7. Proposed Professional Fee Schedule(s) Submitted Under Separate Sealed Cover

Include a fee schedule, to include hourly billing rates and reimbursable expenses charged, including, but not limited to: Geologist, Geotechnical Engineer, Project Manager, Field Supervisor etc.

8. Exceptions to this RFP

The Consultant shall certify that it takes no exceptions to this RFP including, but not limited, to the Professional Services Agreement (Exhibit "A"). The District will require a professional liability insurance verification for coverage of not less than \$1,000,000.00. If the Consultant does take exception(s) to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and explained.

VI. EVALUATION CRITERIA

The District will review proposals and determine those that are responsive. The District will select a Consultant who in its sole judgment, best suits the needs of the District. In accordance with the California "Mini" Brooks Act, price is not a selection criteria, but may be negotiated with the top firm(s). The evaluation criteria and the respective weights that will be given to each criterion are as follows:

- 1. Executive Summary 10%
- 2. Project Description 25%
- 3. Identification of Consultant 10%
- 4. Project Organization 25%
- 5. Experience and Past Performance 30%

VII. SELECTION PROCESS

The District may enter into negotiations with one or more top-ranked firm. At this time, the District contemplates the use of a Time and Material Not to Exceed contract for the services requested. Negotiations will cover: scope of work, contract terms and conditions, office arrangements, attendance requirements and appropriateness of the proposed fee.

If negotiations result in a proposed agreement that the General Manager determines to be fair and reasonable, the contract will be presented to the District’s Board for authorization to execute a contract with the most responsive firm.

The District may, at any time and in its sole discretion, reject any or all proposals submitted in response to this solicitation. The District shall not be liable for any cost incurred by a contractor in connection with preparation and submittal of any proposal. The District reserves the right to waive inconsequential disparities in a submitted proposal.

VIII. SELECTION SCHEDULE

The District anticipates that the process for selection of firm and awarding of the contract will be according to the following tentative schedule:

RFP Published	April 17, 2019
Proposal Due Date	May 9, 2019 by 3:00 p.m.
Award Board of Directors Meeting	May 28, 2019

IX. SPECIAL CONDITIONS / ATTACHMENTS

An example professional services contract is attached. Consultant shall identify any exceptions regarding the contract.

X. SUBMITTAL REQUIREMENTS

- 1. One (1) executed original marked "ORIGINAL" in red ink and three (3) copies of the Proposal shall be submitted. One single sealed Proposed Fee Estimate marked "FEE ESTIMATE" in red ink shall be submitted separate from the proposal. Emailed proposals will not be accepted. Submit one (1) electronic copy of the proposal in PDF format, on a "thumb drive". The Response shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Firm.

2. The Response Proposal must be received no later than **3:00 p.m.** local time, on or before **May 9, 2019** at the office of:

**Rainbow Municipal Water District
Engineering Department
3707 Old Highway 395
Fallbrook, CA 92028**

Attn: Sarah Johnson

Failure to comply with the requirements of this RFP may result in disqualification. Questions regarding this RFP shall be submitted in writing to sjohnson@rainbowmwd.com. The deadline for questions is May 1, 2019.



RAINBOW MUNICIPAL WATER DISTRICT
3707 S HIGHWAY 395
FALLBROOK CA 92028
(760) 728-1178

PROFESSIONAL SERVICES AGREEMENT

PROJECT: TITLE
Project No. 000000, Contract No. 18-__

THIS AGREEMENT ("Agreement") is made and entered into this __day of ____, 2019 by and between the RAINBOW MUNICIPAL WATER DISTRICT, a municipal water district, hereinafter designated as "DISTRICT", and ____, a California corporation [or other type of organization], hereinafter designated as "CONSULTANT."

RECITALS

- A. DISTRICT desires to obtain Professional Consulting Services from an independent contractor for the above named Project.
B. CONSULTANT has submitted a proposal to provide professional services for DISTRICT in accordance with the terms set forth in this Agreement.
C. DISTRICT desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to DISTRICT as an independent contractor.
D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education, and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.

1.1 The professional services to be performed by CONSULTANT shall consist of the following: Engineering services to ____. The scope of services is more particularly defined in Exhibit "A", attached and made a part hereof. Any additional engineering services will be requested in writing as set forth in Section 19.

1.2 In performing the services set forth in Exhibit "A", CONSULTANT shall work closely with DISTRICT'S General Manager and staff in performing services in accordance with this Agreement in order to receive clarification as to the result that DISTRICT expects to be accomplished by CONSULTANT. The General Manager, shall be DISTRICT'S

authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement.

1.3 CONSULTANT represents that its employees have the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT. This means CONSULTANT is able to fulfill the requirements of this Agreement. Failure to perform all services required under this Agreement constitutes a material breach of the Agreement.

2. TERM AND TIMING REQUIREMENTS.

2.1 This Agreement will become effective on the date stated above, and will continue in effect until the earlier of the completion of services provided for in this Agreement or until terminated as provided under Section 14 of this Agreement.

2.2 CONSULTANT'S performance of services under this Agreement shall be in accordance with the schedule outlined below unless otherwise modified in writing as set forth in Section 19. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by DISTRICT.

Task	Due Date
Notice to Proceed	Month, Day, Year
Progress Report	Month, Day, Year
Final Submittal	Month, Day, Year

2.3 CONSULTANT shall submit all requests for extensions of time for performance in writing to the General Manager no later than two (2) business days after the commencement of the cause of any unforeseeable delay beyond CONSULTANT'S control and in all cases prior the date on which performance is due if possible. The General Manager shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.4 For all time periods not specifically set forth herein, CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand delivery, e-mail or mail.

3. STUDY CRITERIA AND STANDARDS.

3.1 All services shall be performed in accordance with applicable DISTRICT, county, state and federal Codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants performing the same or similar work under similar conditions.

4. INDEPENDENT CONTRACTOR.

- 4.1 CONSULTANT'S relationship to DISTRICT shall be that of an independent contractor in performing all services hereunder. DISTRICT shall not exercise any control or direction over the methods by which CONSULTANT shall perform its services and functions. DISTRICT'S sole interest and responsibility is to ensure that the services covered in this Agreement are performed in a competent, satisfactory and legal manner. The parties agree that no services, act, commission or omission of CONSULTANT or its employee(s) pursuant to this Agreement shall be construed to make CONSULTANT or its employee(s) the agent, employee or servant of DISTRICT. CONSULTANT and its employee(s) are not entitled to receive from DISTRICT vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.
- 4.2 CONSULTANT shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment requirements with respect to CONSULTANT or its employee(s). CONSULTANT agrees to indemnify, defend and hold DISTRICT harmless from any and all liability, damages or losses (including attorney's fees, costs, penalties and fines) DISTRICT suffers as a result of CONSULTANT'S failure comply with the foregoing.
- 4.3 CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to DISTRICT any and all employees, agents, and subcontractors performing services in connection with this Agreement, and all shall be subject to the approval of DISTRICT.
- 4.4 CONSULTANT shall have no authority, express or implied, to act on behalf of as an agent, or to bind DISTRICT to any obligation whatsoever, unless specifically authorized in writing by the General Manager. If CONSULTANT'S services relate to an existing or future DISTRICT construction contract, CONSULTANT shall not communicate directly with, nor in any way direct the actions of, any bidder for that construction contract without the prior written authorization by the General Manager.

5. WORKERS' COMPENSATION INSURANCE.

- 5.1 By CONSULTANT'S signature hereunder, CONSULTANT certifies that CONSULTANT is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONSULTANT will comply with such provisions before commencing the performance of the services of this Agreement.

6. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE.

- 6.1 All officers, agents, employees and subcontractors, and their agents, who are employed by CONSULTANT to perform services under this Agreement, shall be deemed officers, agents and employees of CONSULTANT. To the extent and in any manner permitted by law, CONSULTANT shall defend, indemnify, and hold DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from

any claims, demands, liability from loss, damage, or injury to property or persons, including wrongful death, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, including CONSULTANT'S officers, employees and agents, in connection with the services required by this Agreement, including without limitation, the payment of reasonable attorneys' fees and costs. The foregoing indemnity, hold harmless and defense obligation of CONSULTANT shall apply except to the extent the loss, damage or injury is caused by the sole negligence or willful misconduct of an indemnified party.

- 6.2** To the extent and in any matter permitted by law, CONSULTANT shall defend, indemnify and hold DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from and against any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, related to or incident to a breach of any governmental law or regulations, compliance with which is the responsibility of CONSULTANT.
- 6.3** CONSULTANT shall defend, at CONSULTANT'S own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind that may be brought or instituted against DISTRICT or DISTRICT'S directors, officers, employees, authorized volunteers and agents, and each of them. DISTRICT shall be consulted regarding and approve of the selection of defense counsel. Should separate counsel be necessary for DISTRICT, as determined by DISTRICT, CONSULTANT shall be responsible to pay for the reasonable attorneys fees and costs including expert fees, as such fees and costs are incurred, for DISTRICT'S legal counsel in addition to CONSULTANT'S own legal fees and costs. In all circumstances, DISTRICT retains the right to retain its own attorneys.
- 6.4** CONSULTANT shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its directors, officers, employees, authorized volunteers and agents, and each of them, in any and all such aforesaid claims, suits, action or other legal proceeding. CONSULTANT shall not agree without DISTRICT'S prior written consent, to any settlement which would require DISTRICT to pay any money or perform some affirmative act, including in the case of intellectual property infringement any payment of money or performance of some affirmative act to continue using CONSULTANT Products.
- 6.5** CONSULTANT shall reimburse DISTRICT and its directors, officers, employees, authorized volunteers and agents, and each of them, for any and all reasonable legal expenses and costs including attorneys' fees incurred by each of them in connection therewith or in enforcing the indemnity, hold harmless and defense obligation herein provided.
- 6.6** CONSULTANT agrees to carry insurance for this purpose as set forth herein including contract liability. Provision of insurance coverage as required by this Agreement shall not affect CONSULTANT'S indemnification, hold harmless and defense obligations. CONSULTANT'S indemnification hold harmless and defense obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT, subcontractor, supplier or other person under workers' compensation acts, disability acts or other employee acts or the insurance required by this Agreement. CONSULTANT'S indemnification, hold harmless and

defense obligation shall not be restricted to insurance proceeds, if any received by DISTRICT or its directors, officers, employees, authorized volunteers or agents.

- 6.7 CONSULTANT'S indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

7. **LAWS, REGULATIONS AND PERMITS.**

- 7.1 CONSULTANT shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the services required by this Agreement. CONSULTANT shall be liable for, and bear all costs resulting from, any violations of the law in connection with services furnished by CONSULTANT.

- 7.2 CONSULTANT shall comply with all of the following requirements with respect to any services as a Building/Construction Inspector, Field Soils and Material Tester, or Land Surveyor, as those trades are defined by the California Department of Industrial Relations ("DIR").

a) CONSULTANT agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.*, and California Code of Regulations, title 8, section 16000 *et seq.* (collectively, "Prevailing Wage Laws") and any additional applicable California Labor Code provisions related to such work including, without limitation, payroll recordkeeping requirements. CONSULTANT and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in this Section 7.2 of the Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: [www://dir.ca.gov/dslr](http://www.dir.ca.gov/dslr). Copies of the prevailing rate of per diem wages may be accessed at the DISTRICT'S administrative office, and shall be made available upon request. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services described in this Section 7.2 of the Agreement available to interested parties upon request, and shall post and maintain copies at CONSULTANT'S principal place of business and at all site(s) where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, CONSULTANT shall forfeit, as a penalty to the DISTRICT, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by CONSULTANT, or any subcontractor under CONSULTANT, in violation of Prevailing Wage Laws. CONSULTANT shall defend, indemnify and hold the DISTRICT and its officials, officers, directors, employees, agents and volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of CONSULTANT or its subcontractors to comply with Prevailing Wage Laws.

b) CONSULTANT and each of its subcontractors shall keep accurate payroll records showing the 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 journeyman, apprentice, worker or other employee employed by CONSULTANT or subcontractor in connection with the services

performed pursuant to this Agreement. Each payroll shall be certified, available for inspection, and copies thereof furnished as prescribed in California Labor Code sections 1771.4(a)(3)(A) and 1776, including any required redactions. CONSULTANT shall keep the DISTRICT informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. CONSULTANT shall inform the DISTRICT of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated, which may be deducted from any moneys due to CONSULTANT.

- c) Eight (8) hours of work shall constitute a legal day's work. CONSULTANT and any subcontractors shall forfeit, as a penalty to the DISTRICT, Twenty-Five Dollars (\$25) for each worker employed in the execution of services pursuant to this Agreement by CONSULTANT or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any calendar week in violation of the provisions of the California Labor Code, in particular, sections 1810 to 1815, thereof, inclusive, except services performed by employees of CONSULTANT and its subcontractors in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay, as provided in California Labor Code section 1815.
- d) CONSULTANT'S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by CONSULTANT or any of its subcontractors. If applicable to the services performed under the Agreement, CONSULTANT shall comply with such apprenticeship requirements and submit apprentice information to the DISTRICT. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or the Division of Apprenticeship Standards. Knowing violations of section 1777.5 will result in forfeiture not to exceed One Hundred Dollars (\$100) or Three Hundred Dollars (\$300), depending on the circumstances, for each calendar day of non-compliance pursuant to section 1777.7.
- e) CONSULTANT shall require any subcontractors performing services described in this Section 7.2 of the Agreement to comply with all of the above.
- f) CONSULTANT must be, and must require all subcontractors performing services described in this Section 7.2 to be, registered with and have paid the annual fee to the DIR prior to execution of this Agreement pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project, or perform services described in this Section 7.2, unless registered with the DIR pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project, or perform services described in this Section 7.2, unless registered with the DIR pursuant to Labor Code Section 1725.5. The performance of services described in this Section 7.2 is subject to compliance monitoring and enforcement by the DIR

8. SAFETY.

CONSULTANT shall execute and maintain CONSULTANT'S services so as to avoid injury or damage to any person or property. In carrying out CONSULTANT'S services, CONSULTANT shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the services and the conditions under which the services are to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include instructions in accident prevention for all employees such as safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching & shoring, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries.

9. INSURANCE.

9.1 INSURANCE COVERAGE AND LIMITS.

CONSULTANT shall provide and maintain at all times during the performance of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Claims made policies shall not satisfy these insurance requirements unless CONSULTANT notifies DISTRICT and obtains DISTRICT'S prior written consent to the use of such claims made policies.

Coverage – CONSULTANT shall maintain coverage at least as broad as the following:

- a) Coverage for Professional Liability appropriate to CONSULTANT'S profession covering CONSULTANT'S wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement.
- b) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- c) Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto).
- d) Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

Limits - CONSULTANT shall maintain limits no less than the following:

- a) Professional Liability - One million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate.
- b) General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability

Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to DISTRICT) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

- c) Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- d) Workers' Compensation insurance with statutory limits as required by California law and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

9.2 REQUIRED PROVISIONS. The insurance policies are to contain, or be endorsed to contain the following provisions:

- a) DISTRICT, its directors, officers, employees, or authorized volunteers are to be covered as insureds on the CGL and auto policies with respect to liability arising out of automobiles owned, leased, hired, or borrowed by on or behalf of CONSULTANT; and with respect to liability arising out of services or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such services or operations. General liability coverage can be provided in the form of an endorsement to CONSULTANT'S insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers.
- b) For any claims related to the services provided hereunder, CONSULTANT'S insurance shall be primary insurance as respects DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance, self-insurance, or other coverage maintained by DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it.
- c) Each insurance policy specified above are to state or be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice (ten (10) days for non-payment of premium) by U.S. mail has been provided to DISTRICT.
- d) In the event any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required under this Agreement (if applicable), CONSULTANT shall notify DISTRICT prior to any changes
- e) All of the insurance shall be provided on policy forms satisfactory to DISTRICT. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference this Agreement.

9.3 WAIVER OF SUBROGATION. CONSULTANT hereby agrees to waive rights of subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by

virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of DISTRICT for all services performed by CONSULTANT, its employees, agents and subcontractors.

9.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductible or self-insured retention must be declared to and approved by DISTRICT. At the option of DISTRICT, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

9.5 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise acceptable to DISTRICT.

9.6 EVIDENCES OF INSURANCE. Prior to execution of this Agreement, CONSULTANT shall furnish DISTRICT with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by DISTRICT before services commence. However, failure to obtain the required documents prior the services beginning shall not waive CONSULTANT'S obligation to provide them.

CONSULTANT shall, upon demand of DISTRICT at any time, deliver to DISTRICT complete, certified copies or all required insurance policies, including endorsements, required by this Agreement.

9.7 SUBCONTRACTORS. In the event that CONSULTANT employs subcontractors as part of the services covered by this Agreement, it shall be the CONSULTANT'S responsibility to require and verify that each subcontractor meets the minimum insurance requirements specified in this Agreement.

10. NO CONFLICT OF INTEREST.

If CONSULTANT is providing services related to a DISTRICT project, CONSULTANT shall not be financially interested in any other contract necessary for the undertaking of the project. For the limited purposes of interpreting this section, CONSULTANT shall be deemed a "district officer or employee", and this section shall be interpreted in accordance with California Government Code Section 1090. In the event that CONSULTANT becomes financially interested in any other contract necessary for the undertaking of the project, this Agreement shall be null and void and DISTRICT shall be relieved of any responsibility whatsoever to provide compensation under the terms and conditions of any such contract for those services performed by CONSULTANT.

11. OWNERSHIP OF DOCUMENTS.

All documents and specifications, including details, computations, and other documents, prepared or provided by CONSULTANT under this Agreement shall be the property of DISTRICT. DISTRICT agrees to hold CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the documents and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computations, and other documents, prepared or

provided by CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this Project.

12. CONFIDENTIAL INFORMATION.

Any written, printed, graphic, or electronically or magnetically recorded information furnished by DISTRICT for CONSULTANT'S use are the sole property of DISTRICT. CONSULTANT and its employee(s) shall keep this information in the strictest confidence, and will not disclose it by any means to any person except with DISTRICT'S prior written approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONSULTANT'S employees, agents and subcontractors. On termination or expiration of this Agreement, CONSULTANT shall promptly return any such confidential information in its possession to DISTRICT.

13. COMPENSATION.

13.1 For services performed by CONSULTANT in accordance with this Agreement, DISTRICT shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No hourly rate changes shall be made during the term of this Agreement. CONSULTANT'S compensation for all services performed in accordance with this Agreement shall not exceed the total contract price of \$_____. No services shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the General Manager. CONSULTANT shall obtain approval from the General Manager prior to performing any services that result in incidental expenses to the DISTRICT.

13.2 CONSULTANT shall maintain accounting records including the following information:

- a) Names and titles of employees or agents, types of services performed, and times and dates of all services performed in connection with Agreement that is billed on an hourly basis.
- b) All incidental expenses including reproductions, computer printing, postage, mileage billed at current Internal Revenue Service ("IRS") Rate, and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to DISTRICT Accounting Manager, for verification of billings, within a reasonable time of the Accounting Manager's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to DISTRICT. DISTRICT shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the General Manager. ***Each application for partial payment shall be accompanied with a Progress Report summarizing the status of the services performed.***

13.5 CONSULTANT shall ensure that any report generated under this Agreement shall comply with Government Code Section 7550.

14. TERMINATION OF AGREEMENT.

- 14.1** If DISTRICT ("demanding party") has a good faith belief that CONSULTANT is not complying with the terms of this Agreement, DISTRICT shall give written notice of the default (with reasonable specificity) to CONSULTANT and demand the default to be cured within ten (10) calendar days of the notice.
- 14.2** If CONSULTANT fails to cure the default within ten (10) calendar days of the notice, or if more than ten (10) calendar days are reasonably required to cure the default, and CONSULTANT fails to give adequate assurance and due performance within ten (10) calendar days of the notice, DISTRICT may terminate this Agreement upon written notice to CONSULTANT.
- 14.3** In the event of a material breach of any representation or term of this Agreement by CONSULTANT that is not curable or results in a threat to health or safety, DISTRICT may immediately terminate this Agreement by providing written notice and without a cure period.
- 14.4** Upon termination, DISTRICT shall pay CONSULTANT for any services completed up to and including the date of termination of this Agreement, in accordance with the compensation Section 13. DISTRICT shall be required to compensate CONSULTANT only for services performed in accordance with the Agreement up to and including the date of termination.

15. ASSIGNMENT AND DELEGATION.

- 15.1** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of CONSULTANT'S duties be delegated or subcontracted, without the express written consent of DISTRICT. Any attempt to assign or delegate this Agreement without the express written consent of DISTRICT shall be void and of no force or effect. Consent by DISTRICT to one assignment shall not be deemed to be consent to any subsequent assignment.
- 15.2** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. AUDIT DISCLOSURE.

Pursuant to Government Code section 8546.7, if the Agreement is over ten thousand dollars (\$10,000), it is subject to examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment under the Agreement. CONSULTANT shall cooperate with any such examination or audit at no cost to DISTRICT.

17. ENTIRE AGREEMENT.

This Agreement, and the attached Exhibit "A", comprise the entire integrated understanding between DISTRICT and CONSULTANT concerning the services to be performed pursuant to this Agreement and supersedes all prior negotiations, representations, or agreements whether express or implied, oral or written. The express terms hereof control and supersede any course of performance and/or usage of the trade

inconsistent with any of the terms herein. In the event of any conflict between the provisions of the Agreement and the Exhibit(s), the terms of the Agreement shall prevail.

18. INTERPRETATION OF THE AGREEMENT.

18.1 The interpretation, validity, and enforcement (including, without limitation, provisions concerning limitations of actions) of the Agreement shall be governed by and construed under the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom or rule requiring construction against the draftsman. The Agreement does not limit any other rights or remedies available to DISTRICT.

18.2 CONSULTANT shall be responsible for complying with all applicable local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

18.3 Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18.4 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake of otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion.

19. AGREEMENT MODIFICATION.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

20. DISPUTE RESOLUTION.

Upon the written demand of either party, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be first submitted to mediation the cost of which shall be borne equally by the parties, if not resolved pursuant to the Government Claims Act, Government Code section 900 *et seq.* if applicable, and prior the commencement of any legal action or other proceeding. Any mediation shall take place in the State of California, County of San Diego, and shall be concluded within sixty (60) days of the written demand, unless such time is extended by mutual written consent of the parties. Nothing herein waives or excuses compliance with the California Government Claims Act.

In the event that mediation has not been successfully concluded within the time allowed, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of California, County of San Diego, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures if the amount in controversy is equal or greater than Two Hundred Fifty Thousand Dollars (\$250,000), or pursuant to its Streamlined Arbitration Rules and

Procedures if the amount in controversy is less than Two Hundred Fifty Thousand Dollars (\$250,000). The use of arbitration shall allow full discovery by all parties associated with the dispute or claim. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. The arbitrator may, in the award, allocate all or a part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. If either party petitions to confirm, correct or vacate the award as provided by Chapter 4, of Title 9 of the California Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of his or its costs to reasonable attorneys' fees to be fixed by the Court.

21. JURISDICTION, FORUM AND VENUE.

Except as otherwise required by Section 20 of this Agreement concerning dispute resolution, the proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, County of San Diego. DISTRICT and CONSULTANT agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. DISTRICT and CONSULTANT hereby submit to personal jurisdiction in the State of California for the enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Agreement whether on grounds of inconvenient forum or otherwise.

22. MAILING ADDRESSES.

Notices given pursuant to this Agreement shall be deemed communicated as of the earlier of the day of receipt or the fifth (5th) calendar day after deposit in the United States mail, postage prepaid, and addressed to the following:

CONSULTANT: _____

**DISTRICT: Rainbow Municipal Water District
 3707 Old Hwy 395
 Fallbrook, CA 92028
 Phone: (760) 728-1178**

Notices delivered personally will be deemed communicated as of actual receipt.

23. SIGNATURES.

Each party represents that the individual executing this Agreement on its behalf has the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of such party.

24. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

25. ATTORNEY'S FEES.

In the event of a dispute arising under terms of this Agreement, it is agreed that the prevailing party may be awarded reasonable attorneys' fees and actual costs.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed.

CONSULTANT _____

RAINBOW MUNICIPAL WATER DISTRICT _____

By _____
CONSULTANT

By _____
GENERAL MANAGER

PRINT NAME

Date: _____

Date: _____

Attest: Executive Secretary

Federal Employee ID #

**Approved as to Form:
General Counsel**

NOTARY ACKNOWLEDGEMENT OF CONSULTANT MUST ACCOMPANY THIS DOCUMENT



October 22, 2019 Board Agenda

As-Needed Geotechnical Services – Consultant Selection Synopsis

RFP and Proposal Data:

- RFP release date: April 17, 2019
- Proposal due date: May 9, 2019
- Proposals received: eight (8)
 1. Ninyo & Moore
 2. SCST, LLC
 3. Leighton Consulting
 4. KOURY Engineering/Testing
 5. MTGL
 6. RMA Group
 7. NV5
 8. CTE, Inc.

Scope requested in the RFP included:

The District is looking for a Consultant that performs high-level geotechnical soil inspection and testing services, related to a municipal water agency. The ideal consultant must excel at customer service, and possess a high degree of technical expertise in geotechnical services related to soil concerning water pipelines, pressure stations, wastewater systems and other pipeline infrastructures utilized by a water and sewer agency in various geographic soil conditions. The District will issue Assignment Letters, as required for specific services on specific assignments outlined in the proposed scope of services described below:

1. Perform geotechnical services for District Capital Improvement Projects, and other District projects. Examples include, but are not limited to projects such as: Soil testing, Soil inspection, Soil borings, Subsurface exploration, Import inspection
2. Develop and manage schedules either under the direct supervision of the District Engineer, or independently.
3. Perform site review as necessary, including soil compaction, bottom of trench and footing inspection.
4. Review soil import locations and perform testing.
5. Revise base placement as required.
6. Review and test for any hazardous materials soil testing.
7. Attended project or special meetings as required.
9. Drive from site to site for supervision and inspections as required.
10. Provide daily and monthly update reports as required.
11. Provide geotechnical reports and recommendations based upon soil conditions.
12. Provide information in relation to project design drawings for construction as required.
13. Coordinate with Contractors, other District consultants, outside agencies and District personnel as required.
14. Review change orders and/or estimates if required.
15. All services shall be performed in accordance with current applicable local, State, Federal, and District regulations and ordinances.

Evaluation



The selection committee for this proposal was made up of three (3) members of the Engineering Department, who independently reviewed the proposals based on the criteria outlined in the RFP. The committee then met to discuss their evaluations and combine their scores. ***NOTE*** Fee envelopes were not opened until after the selection process.

Evaluator's Scores	Total Possible	CTE	KOURY	LEIGHTON	MTGL	NINYO	NV5	RMA	SCST
Evaluator #1	100	76	81	79	76	85	80	76	77
Evaluator #2	100	76	86	83	87	90	85	86	88
Evaluator #3	100	70	78	84	81	86	74	82	84
Total Evaluator's Scores	300	222	245	246	244	261	239	244	249
Average Total Scores		74	82	82	81	87	80	81	83

The evaluators tried to select a mix of firms; including a small, medium and large firm, to handle tasks of varying size and complexity. Some appeared to be “off-the-shelf” proposals that the firm could provide to any agency. Several of the firms submitted proposals that were very “generic” in nature, and not specific to Rainbow Municipal Water District.

Link to Proposals:

https://rainbowmwd-my.sharepoint.com/:f:/p/mpowers/EpMSyDHAPTNCgDezTScTZZIBAfmaAkShGmaGuDqGBf_PGw?e=0iqoDP

The “Mini Brooks” Act:

Government Code sections 4525 - Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

BOARD OF DIRECTORS

October 22, 2019

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 19-13 AMENDING AND UPDATING ADMINISTRATIVE CODE CHAPTER 2.09 - COMMITTEES

BACKGROUND

At the August 27, 2019 Regular Board meeting, President Brazier had requested an item regarding possible updates and amendments to Administrative Code Chapter 2.09 by each of the committee members. During their September 2019 respective committee meetings, the committee members were asked to review Administrative Code 2.09 and report back with any suggested revisions or amendments.

DESCRIPTION

The Communications and Customer Service Committee met on September 5, 2019 at which time revisions to Administrative Code 2.09 were discussed. The committee voted "To recommend to the Board deleting 'positive staff relations' from the policy and replace 'shall be responsible for' with 'shall be responsible for providing input and guidance' under the Section 2.09.030 Communications and Customer Service Committee.

This item is to provide an opportunity for the Board to consider this recommended revision to Administrative Code Chapter 2.09. A draft of the proposed changes has been attached.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Administrative Code Chapter 2.09

Strategic Focus Area Six: Communication

BOARD OPTIONS/FISCAL IMPACTS

- 1) Approve Ordinance No. 19-13.
- 2) Approve Ordinance No. 19-13 with revisions.
- 3) Do not approve Ordinance No. 19-13 and provide staff with direction.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

STAFF RECOMMENDATION

Staff recommends approving Option 1.



Tom Kennedy, General Manager

October 22, 2019

Ordinance No. 19-13

**Ordinance of the Board of Directors of the Rainbow Municipal Water District
Amending and Updating Administrative Code
Chapter 2.09 - Committees**

WHEREAS, the Rainbow Municipal Water District has, from time to time, adopted various rules and regulations for the operation of the District; and

WHEREAS, certain of those rules and regulations require updating to reflect best practices, as well as changes in applicable laws; and

WHEREAS, the Board of Directors has determined that changes in the rules or regulations of the District shall occur solely by amendment to the Administrative Code;

NOW, THEREFORE,

BE IT ORDAINED by the Board of Directors of Rainbow Municipal Water District as follows:

1. The following rules and regulations of the District, collected are hereby adopted and shall be incorporated into the Administrative Code, consisting of:

Chapter 2.09: Committees

2. The General Manager is hereby directed to update the Administrative Code to reflect the approval of these rules and regulations, and to assign or reassign the numbering of the Administrative Code as necessary to codify these rules and regulations as amended.

3. This ordinance shall take effect immediately upon its adoption on this 22nd day of October 2019.

AYES:
NOES:
ABSTAIN:
ABSENT:

Helene Brazier, Board President

ATTEST:

Dawn Washburn, Board Secretary

Chapter 2.09 COMMITTEES

Section 2.09 Committees

The Board shall organize committees that are advisory to the Board with regard to matters within their respective areas of responsibility.

Each committee shall have at least four and no more than seven regular members appointed by a simple majority vote of the Board. Each committee may also have up to two alternate committee members appointed by a simple majority of the Board. Committees may be comprised of Directors, staff, and legal ratepayers of the District. Each committee shall designate their own chairperson. In order to promote attendance by Directors at Committee meetings without inadvertently creating a violation of the Ralph M. Brown Act, no more than one member of the Board of Directors may sit as a member on a Committee. Directors that are not members of a committee may attend as observers but are allowed to participate at the Committee's request.

Members of the committees serve at the pleasure of the Board. Each committee may elect a vice-chairperson. Members of committees, including the chairperson and vice-chairperson shall serve until their successors are appointed. The chairperson of a committee is its presiding officer and shall be responsible for communicating the recommendation of the committee to the Board. In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson. The chairperson and vice-chairperson are not deprived of any of the rights and privileges of a committee member by reason of being the presiding officer.

The chairperson and vice-chairperson will hold their positions for one calendar year. Committee members will serve a term of four years and may be reappointed at the will of the Board.

Committee meetings shall be held in accordance with the provisions of the Ralph M. Brown Act. Notice of meetings of committees shall be posted 72 hours in advance pursuant to law and shall be considered regular meetings of the committee.

Each lawfully noticed committee meeting will be recorded with summary minutes prepared from these meeting audio recordings. The minutes of each committee meeting and any recommendation of a committee shall include a summary of the information presented. District staff will prepare minutes of each meeting. Draft minutes will be provided to the committee at the next available committee meeting for committee member review, consideration and approval. Once approved, minutes will be made a part of the District's permanent records and audio recordings will be disposed of according to the District's Records Retention policy provided in the District's Administrative Code.

A majority of the members of each committee shall constitute a quorum for the transaction of business.

Only regular members of the committee are entitled to make, second or vote on any motion or other action of the committee. Alternate members present at a meeting, but not seated as a regular member by the committee Chairperson, may participate in discussions but may not participate in motions or voting. Each committee member shall be entitled to one vote on all matters considered by the committee. A simple majority vote of the members of the Committee shall designate approval of a motion.

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All committee member absences will be considered by the majority of the committee members to determine whether or not the absence is without cause. Sickness, jury duty, vacation and/or bereavement will be considered excused absences. When three meetings in a row or a total of six meetings in one calendar year are missed the remaining committee members will consider removal of the individual from the committee. The removal must be voted upon and approved by the majority of the committee members with the exception of the committee member in question.

If the roll call of regular members reveals that a quorum of regular members cannot be established, the Chairperson may appoint one or more alternate members who are present to be a temporary regular member in order to establish a quorum. Once a quorum is established, any remaining alternate member who has not been appointed as a temporary regular member shall remain as an alternate member. Once alternates have been seated as a regular committee member, they may immediately participate in any action taken and voted upon by the committee. All alternates must conform to the same rules as regular committee members. The Chairperson shall state for the record which alternate members have been seated as temporary regular members.

Committee Members and alternates shall comply with the obligations and responsibilities of office including the obligation to comply with the disclosure requirements of the Political Reform Act (Form 700). The reporting categories made applicable to the Directors by Rainbow Municipal Water District's local conflict of code shall apply to the members of the committee members.

All committee communications must go through the designated committee chairperson.

A committee has jurisdiction to consider and make a recommendation to staff, other committees and to the Board regarding any item of business within the responsibility of the committee. Committee recommendations shall be communicated to the Board. A committee may consider other matters referred to it by the Board.

The Board may refer a recommendation back to the committee for reevaluation whenever the Board deems additional evaluation is required.

2.09.010 Budget and Finance Committee

The Committee shall work in concert with the General Manager, Treasurer, and Finance Manager of the District.

The Committee shall be responsible for the review of District finances including: rates, fees, charges and other sources of revenue; budget; audit; investments; insurance; and other financial matters.

2.09.020 Engineering and Operations Committee

The Committee shall work in concert with the General Manager, District Engineer, and Operations Manager.

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The Committee shall be responsible to review matters of design, construction, replacement, and repair of the District facilities and property, including: the Capital Improvement Program; contractor selection process; contractor management programs; and other engineering-related matters.

The committee shall also be responsible to review matters of operations, preventative maintenance practices, standard operating procedures, technical services, equipment, and other operations-related matters.

2.09.030 Communications and Customer Service Committee

The Committee shall work in concert with the General Manager.

The Committee shall be responsible for providing input or guidance on matters of internal and external communications including: positive public image; ~~positive staff relationships~~; community outreach; media relations; water conservation programs; intergovernmental relations; customer service policies; and other public relations programs.

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Chapter 2.09 COMMITTEES

Section 2.09 Committees

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The committee shall also be responsible to review matters of operations, preventative maintenance practices, standard operating procedures, technical services, equipment, and other operations-related matters.

2.09.030 Communications and Customer Service Committee

The Committee shall work in concert with the General Manager.

The Committee shall be responsible for providing input or guidance on matters of internal and external communications including: positive public image; community outreach; media relations; water conservation programs; intergovernmental relations; customer service policies; and other public relations programs.

BOARD OF DIRECTORS

October 22, 2019

SUBJECT

CONSIDER COMMITTEE MEMBER REAPPOINTMENTS

BACKGROUND

During a review of Administrative Code Chapter 2.09, it was realized committee members were to be reappointed by the Board after four years of service. At both the Engineering and Operations Committee and Budget and Finance respective committee meetings in September 2019, committee members who have served more than four years were asked to notify the District of their desire to be considered for reappointment by the Board of Directors.

The following committee members have been confirmed to have served on their respective committees for more than four years and have notified the District in writing (copies on file) of their desire to be reappointed by the Board:

Budget and Finance Committee:

Pam Moss
Peter Hensley
Randy Ross

Engineering and Operations Committee:

Mick Ratican
Tim Prince
Helene Brazier
Tom Taufer

On October 8, 2019, Harry Stille announced he would no longer serve on the Budget and Finance or the Engineering and Operations committees effective January 1, 2020; therefore, he would not be seeking reappointment.

All remaining committee members not listed herein have served less than four years and do not require reappointment at this time.

DESCRIPTION

This item is to provide the Board with an opportunity to consider reappointment of some or all the committee members listed.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Administrative Code Chapter 2.09 – Committees

Strategic Focus Area One: Water Resources
Strategic Focus Area Two: Asset Management
Strategic Focus Area Four: Fiscal Responsibility

BOARD OPTIONS/FISCAL IMPACTS

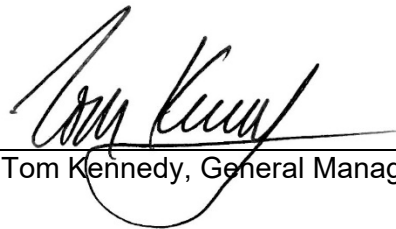
1. Reappoint all the committee members seeking reappointment.
2. Reappoint some of the committee members seeking reappointment.
3. Reappoint none of the committee members seeking reappointment.
4. Consider reappointments after the current review of Administrative Chapter 2.09 is complete.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a “project” as defined by CEQA and further environmental review is not required at this time.

STAFF RECOMMENDATION

Staff supports direction.



Tom Kennedy, General Manager

October 22, 2019

BOARD OF DIRECTORS

October 22, 2019

SUBJECT

DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT; EMPLOYMENT; EVALUATION OF PERFORMANCE; OR COMPENSATION OF THE **GENERAL MANAGER**

BACKGROUND

The General Manager’s contract includes a provision for annual cost of living adjustments based on CPI data. On August 27, 2019, the Board approved a 2% Cost of Living Adjustment to bring the General Manager’s compensation from \$236,900 to \$241,638.02.

In 2019, the Bureau of Labor Statistics changed the publication frequency of CPI data from twice annually to bimonthly. The change in publication frequency prompted a review of the General Manager’s contract language by legal counsel and the Cost of Living calculation methodology. Based on this review, a correction to the Cost of Living Adjustment is recommended. The average of 12 month increases reported in the most recent twelve months is **2.8%**, based on the following chart:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2018											2.8		3.4	3.0	3.7
2019	2.6		2.2		3.8		1.4							2.8	

Source: <https://data.bls.gov/pdq/SurveyOutputServlet> (database results above)

The Board has discretion to make additional compensation changes based on the performance evaluation of the General Manager.

DESCRIPTION

The Board may take action regarding the appointment, employment, performance or compensation of the General Manager.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

California Government Code §54953(c)(3) requires that prior to taking final action, the Board shall orally report a summary of the recommendation for a final action on the salaries or compensation paid in the form of fringe benefits of a local agency executive during the open meeting in which the final action is to be taken.

BOARD OPTIONS/FISCAL IMPACTS

A member of the Board is required to orally report the summary of the recommendations before taking action.

Option 1: To correct the Cost of Living Adjustment (COLA) based on the recalculation and review of contract language only, read aloud:

“I move to approve an increase to the General Manager’s salary by a 2.8% cost of living adjustment in accordance with the existing contract between Rainbow Municipal Water District and Tom Kennedy. The General Manager’s annual salary will increase from \$236,900.00 to \$243,533.20, retro-active to August 28, 2019.”

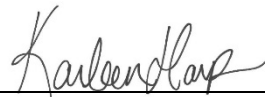
Option 2: For discretionary merit salary increase and/or bonus in addition to the COLA correction, read aloud the applicable sections below with the recommended amounts and effective date inserted:

“I move to approve an increase to the General Manager’s compensation by:

- a 2.8% cost of living adjustment to the annual salary in accordance with the existing contract between Rainbow Municipal Water District and Tom Kennedy, retro-active to August 28, 2019; and*
- a base pay merit increase, to bring the General Manager’s annual salary to \$_____ beginning on _____ (effective date); and*
- a one-time lump sum discretionary bonus in the amount of \$_____ to be paid on October 24, 2019.”*

STAFF RECOMMENDATION

Staff defers to the Board for discussion and possible action.



Karleen Harp, COSM
Human Resources Manager

October 22, 2019

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

VARIABLE					
DATE	2019	MEETING	LOCATION	ATTENDEES	POST
November	14	SDCWA Special Board Meeting	SDCWA	GM	N/A
November	21	CSDA – San Diego Chapter	(Location to be Announced) 6:00 p.m.	Mack	N/A
November	*	LAFCO Special Meeting	County Admin Center, Room 302 – 9:30am	(As Advised by GM)	N/A
November	*	Santa Margarita River Watershed Watermaster Steering Committee	Rancho California Water District	Hamilton	N/A

* To Be Announced

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

RECURRING					
DATE	2019	MEETING	LOCATION	ATTENDEES	POST
November	4	LAFCO	County Admin. Center Room 302 9:00 am	As Advised by GM	N/A
November	6	Engineering & Operations Committee Meeting	RMWD Board Room 3:00 p.m.	Appointed Director, General Manager	10/30
November	7	Communications & Customer Service Committee Mtg.	RMWD Board Room 3:30 p.m.	Appointed Director, General Manager	10/30
November	12	Budget & Finance Committee Mtg.	RMWD Board Room 1:00 p.m.	Appointed Director, General Manager	10/30
November	12	SDCWA GM's Meeting	SDCWA, San Diego 9:00 a.m.	General Manager	N/A
November	15	NC Managers	Golden Egg 7:45 a.m.	General Manager	N/A
November	19	Council of Water Utilities	The Butcher Shop – 8:00 a.m. 5255 Kearny Villa Road San Diego, CA 92121	All Directors, General Manager	N/A
November	20	North County Water Group	Rincon Del Diablo, Escondido 7:30 a.m.	All Directors on a Rotating Schedule, General Manager	N/A
November	21	SDCWA Full Board Meeting	SDCWA Board Room, 3-5 p.m.	General Manager	N/A
November	27	San Luis Rey Watershed Council	Pala Administration Building 12196 Pala Mission Road, Pala, CA 92009 1:00 p.m.	Appointed Director	N/A
December	2	LAFCO	County Admin. Center Room 302 9:00 am	As Advised by GM	N/A
December	3	RMWD General Board	RMWD Board Room (Start Time to Be Determined)	All Directors	11/26
December	4	Engineering & Operations Committee Meeting	RMWD Board Room 3:00 p.m.	Appointed Director, General Manager	11/26
December	5	Communications and Customer Service Committee Meeting	RMWD Board Room 3:30 p.m.	Appointed Director, General Manager	11/26
December	10	Budget and Finance Committee Meeting	RMWD Board Room 1:00 p.m.	Appointed Director, General Manager	11/26
December	20	NC Managers	Golden Egg 7:45 a.m.	General Manager	N/A

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

- **CHANGES – ADDITIONS - DELETIONS:**

1. SDCWA has combined their November and December Special Board Meetings to be held on November 14, 2019.
2. SDCWA has combined their November and December Regular Board Meetings to be held on November 21, 2019.
3. North County Water Group has combined their November and December meeting to be held on November 20, 2019 to coincide with the SDCWA Regular Board meeting.
4. There will not be a Member Agency Managers Meeting in December, 2019.

BOARD OF DIRECTORS

October 22, 2019

SUBJECT

Operations Report for September 2019

DESCRIPTION

Activities for Operations & Maintenance Division

CONSTRUCTION & MAINTENANCE DEPARTMENT:

	Repairs	Installations	Leaks
Mainline	6	1	6
Service	4	1	3
Hydrants	2		2
Valves		1	1
Meters			
Blow-Offs			
Air Vacs			

WATER OPERATIONS & VALVE MAINTENANCE DEPARTMENT:

Water Operations:

- Collection of 3rd quarter THMs
- Performed maintenance on 2 PRVs
- 13 tank inspections
- 3 reservoir cover Inspections
- 1 fire flow test performed
- 12 nitrification tests collected
- Fixed 2 PRVs with leaks
- Replaced 1 sample station can
- SDCWA emergency shutdown of pipeline 4 was conducted

Valve Maintenance:

Monthly Totals	Valves (Distribution)	Appurtenance Valves	Appurtenances
Exercised	57	25	N/A
Inoperable	1	4	
Repaired			
Replaced			
Installed			

Valve Maintenance completed and/or oversaw the following:

- 176 utility locates completed
- Assisted with (5) shutdowns (6) sections with SDCWA shutdown
- Raised (1) fire hydrants (installed break-away spools)
- Replaced (6) air vacs / (1) Fire hydrant
- Panted 33 appurtenances
- SDCWA Shutdown

METERS DEPARTMENT:

Current Projects:

- Water Service Upgrade project (ABM Building Services, LLC)

Future Projects:

- Resolution with ABM has been met
- Putting together project scope for Concorde / Waiting for dates to proceed with mass meter replacement / Prepping Routes 11 & 48 for Pilot

Backflows:

- 461 devices tested

Customer Service Requests:

- 742 total for the month of August 2019

WASTEWATER DEPARTMENT:

Monthly, Semi Annual and Annual Reports:

California Integrated Water Quality System (CIWQS): Confirmation # 2553946 Reported "No Spill Report" for the month of September. *Rainbow Municipal Water District Collection System*

Private Sanitary Overflows:

Private Sanitary Overflow Non-Reportable: Minor SSO leak on property
Job # 170778

Projects:

September 10, 2019 Old River Road Lift Station – Trial test smaller diameter impeller in reducing sewer flow output to outfall line: 1,200 GPM – 800 GPM

September 17, 2019 Old River Road – Demo ended: Removed trial impeller since it would not keep up (pumps oversized): replaced original impeller

September 18, 2019 – Flowerwood and Highway 76 (CalTrans) - Lowered 36” sewer manhole: safety concerns for pedestrians
Job # 170996

Sewer Line Repairs:

Future Projects:

October 2019 – Thoroughbred Lift Station: Wet well repairs

TECHNICAL SERVICES DEPARTMENT:

FLEET/GARAGE:

Projects:

- Unit # 22 new vehicle: Prep radio, decals, etc. / Radio installation
- Water Authority Emergency Shutdown: Fuel & inspect pumps over the weekends
- Equipment # 105 Excavator: PM Service
- ACWA JPIA Professional Development Program
- Target Safety
- Equipment Trailer # 111 Rehab
- Equipment Trailer # 112 Replace several floor boards
- Waste & new tire storage area
- Building #s 2, 4 and # 5: Air Line supply installation with new hose reels for Shop, fleet, waste oil & antifreeze storage tanks
- Gasboy: Trouble working with Jauregui & Culver on this
- Unit # 31: Supplies order for new vehicle prep - Vehicle delayed by GM strike
- Back-up camera installation on Unit #s 18, 22, 23, 25, 32 & 36
- Vehicle grading: Unit #s 14, 24, 28, 33, 36, 61, 72 & 75
- Highline Trailer # 119 hose winder fabrication & Installation

Future Projects:

- Vehicle Fleet: Smog testing and reporting
- Shop: Work bench and parts storage area rehab
- Truck steps on Unit #s 22, 23, 25 & 37
- New vehicle prep: Unit # 71 dump truck

ELECTRICAL/SCADA:

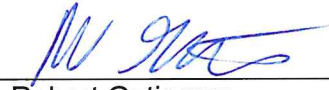
Current Projects:

- Response to Building 2 flood: Cleaning, relocating, wiring office trailer in Lower Yard, etc.
- Installed new window mount AC units in Buildings 1 & 2
- Lookout Mountain Tank SCADA panel / radio upgrade-New panel online (Ongoing)

- Lookout Mountain Pump Station SCADA panel / Radio upgrade - New panel on line
- Lift Station # 1 SCADA Panel / Radio Upgrade (Complete)
- Pala Mesa Tank Radio Upgrade (Nearly Complete)
- Cement Tank Radio Upgrade(Complete)
- Knight Security to install new wireless equipment for perimeter beams - Knight Security has completed their work (Ongoing)
- Coordination with San Diego Sherriff Department on replacement Sherriff Department building planned for the Cement Tank Communications site (Ongoing)
- Install new SMS text message system to Water and Wastewater SCADA alarm (Ongoing)

Future Projects:

- Install generator at Sumac repeater site.
- Gomez Tank new electric service.
- Install new panels and radios for SCADA communications.
- Camera installation at Old River Lift Station
- Vallecitos Tank to North CI2 communications link.



Robert Gutierrez
Operations Manager

10/22/19



BOARD INFORMATION

BOARD OF DIRECTORS

October 22, 2019

SUBJECT

Engineering Report for September 2019

DESCRIPTION

CAPITAL PROJECTS:

Pressure Reduction Plan: The Consultant is currently working on the development of a system wide pressure analysis to extend the useful life of water mains and has held several meetings with staff to help determine optimum locations. This effort was reduced to allow the consultant to evaluate the water system if RMWD leaves SDCWA.

Corrosion Protection Program: The Consultant is developing a program for the District to implement to reduce corrosion of pipes, valves and other appurtenances.

Gird to Monserate Hill: Pursuing alternative design with lower construction cost. It will be included in the Programmatic EIR (PEIR). Project currently on hold.

Land Surveying Services - Record of Survey: The record of survey was submitted to the county but placed on hold. After the District Counsel completes Quiet Title action and resolves boundary issues, the record of survey will be finalized.

FY19/20 District-Wide Pipeline Upgrade: The Consultant is completing 90% drawings. The Final Design is expected by November 2019.

Rainbow Height's Pump Station Replacement: The Consultant is proceeding with the design of the premanufactured pump station and drawings. District is reviewing 100% submittal.

Rice Canyon Tank Transmission Line: The pre-proposal meeting was scheduled on September 16, 2019. The proposals are due on October 8, 2019 by 3:00 p.m. and will be reviewed by staff.

Sewer Pipe Lining: The Notice to Proceed (NTP) was issued on September 10, 2019. A change order was approved for a 30-day time extension. The Contractor (Nu-Line) started work on September 30, 2019. The Contractor cleaned and videoed the 8" VCP sewer main under Interstate 15.

Tank Fall Prevention: Gomez Tank has been completed.

Thoroughbred Equalization Basin and Schoolhouse Lift Station: Design has been paused as District considers available funding.

Via Ararat Pipeline Improvement: The Notice to Proceed was issue on September 10, 2019. Staff is reviewing submittals.

Weese Filtration Plant Interconnect: Project is currently on hold while District considers supply

alternatives.

DEVELOPER PROJECTS:

Golf Green Estates (Development Solutions): 94 SFR / 102.46 EDUs - Planned across from Bonsall Elementary School on Old River Road. Staff working with the developer on easement issues. Onsite punch list was prepared by staff. Contractor to complete items on the punch list - 57.

Horse Creek Ridge (HCR), (D.R. Horton): 627 WMs (Reduced by 124 WMs) / 754 EDUs - Off of Highway 76 and Horse Ranch Creek Road. Inspected meter installs, meter releases and sewer connections. Water meters purchased to date - 346.

Horse Creek Ridge Unit 6R5 Promontory (Richmond American Homes): 124 WMs / 124 EDUs - Off of Highway 76 and Horse Ranch Creek Road. D.R. Horton, master developer of HCR sold Unit 6-R5, 124 lots, Promontory Subdivision to Richmond American Homes. Currently the sewer EDUs are covered under an agreement with D.R. Horton. Inspected meter installs, meter releases and sewer connections. Water meters purchased to date - 77.

Malabar Ranch (Davidson Communities): 31 SFR / 29 EDUs - Off of Via Monserate/La Canada. There are 17 out of 31 homes built. Developer needs to complete the waterline relocation and punch list items.

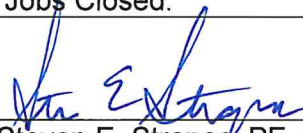
Malek 350' Water Main Extension on Entrada Al Sol: Final plans were approved. All documents were submitted. A pre-con meeting is being scheduled.

Pala Mesa Highlands (Beazer Homes): 124 SFR / 124 EDUs - On Old Highway 395. Models have been constructed. The PRS needs to be installed. Inspected meter installs, meter releases and sewer connections. The contractor installed new 4" DCDA line and 6" fire hydrant per revision. Water meters purchased to date - 69.

Wiestling 198' Water Main Extension on West Lilac Road: A 20' easement has been dedicated to the District along the westerly boundary of the property. The Construction Agreement was approved by the Board of Directors at the August 2019 Board Meeting.

OTHER:

ITEMS	NO#	ITEMS	NO#
Water Availability Letters	0	Water Meters Purchased	0
Sewer Availability Letters	0	Sewer EDUs Purchased	0
Water Commitment Letters	0	Developer Shutdowns	0
Sewer Commitment Letters	0	Jobs Closed:	0



Steven E. Strapac, PE, PLS

10/22/19

District Engineer

**AS-NEEDED CONTRACT SERVICES STATUS REPORT
OCTOBER 2019**

CONT #	EXP DATE	TITLE	CONSULTANT	FUND SOURCE	ASSIGNMENT LETTERS	DESCRIPTION	AUTHORIZED AMOUNT	NOT TO EXCEED AMOUNT	INVOICED TO DATE	CURRENT BALANCE
17-41	12/28/2019	As-Needed General Real Property Services	Clark Land Resources	CIP	2018-00	Procure the necessary rights to procure Rainbow Heights Pump Station-MWD Easement.		\$ 3,967.00	\$ 162.50	
				CIP	2018-01	Staking of four separate easements crossing the San Luis Rey River.		\$ 16,500.00	\$ 12,444.50	
				CIP	2018-02	Staking Ascott property easement.		\$ 1,500.00	\$ 1,442.50	
				CIP	2018-03					
						RMWD valuation and disposal services for surplus property.		\$ 5,301.00	\$ 5,203.12	
				CIP	2019-04	Surplus property disposal plan.		\$ 10,000.00	\$ 742.25	
							\$ 40,000.00	\$ 37,268.00	\$ 19,994.87	\$ 20,005.13
18-16	8/29/2021	As-Needed Land Surveying Services	Johnson-Frank & Associates, Inc.	NON-CIP	2019-00	Topography - Dentre De Lomas Road repair.		\$ 5,115.40	\$ 5,115.40	
							\$ 50,000.00	\$ 5,115.40	\$ 5,115.40	\$ 44,884.60
18-14	8/29/2021	As-Needed Land Surveying Services	KDM Meridian, Inc.	NON-CIP	2018-01	Stake easement on Morro Hills due to 20" watermain failure.		\$ 7,280.00	\$ 7,278.75	
				CIP	2019-02	RMWD "Base Map" to perform in-house design of proposed water facilities on Via Ararat.		\$ 5,800.00	\$ 5,800.00	
				---	2019-03	Cancelled		\$ -	\$ -	
				CIP	2019-04	Stake easement on Gird Road for construction project.		\$ 5,400.00	\$ -	
				CIP	2019-05	Legal and Plat for Campbell - Via Ararat		\$ 1,200.00	\$ 1,195.00	
							\$ 50,000.00	\$ 19,680.00	\$ 14,273.75	\$ 35,726.25
18-15	8/29/2021	As-Needed Land Surveying Services	Right-of-Way Engineering, Inc.	NON-CIP	2019-00A	Title Reports, Legals & Plats - Los Sicomoros		\$ 7,705.00	\$ 7,705.00	
				NON-CIP	2019-00B	Ranger Road Easement - Adams Property		\$ 1,885.00	\$ 1,885.00	
				CIP	2019-00C	Pardee Easement - North River		\$ 2,875.00	\$ 2,875.00	
				NON-CIP	2019-01	Easement Survey - Grove View Road		\$ 4,220.00	\$ 3,285.00	
							\$ 50,000.00	\$ 16,685.00	\$ 15,750.00	\$ 34,250.00
19-16	6/25/2022	As-Needed Civil Engineering Services	Dudek							
							\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
19-17	7/01/2022	As-Needed Civil Engineering Services	Omnis Consulting, Inc.	CIP	2019-01	PS&E Pavement Repair - Dentre De Lomas		\$ 8,890.00	\$ 6,690.00	
				CIP	2019-02	Olive Hill Estates Transmission Water Main		\$ 73,700.00	\$ 28,924.00	
							\$ 150,000.00	\$ 82,590.00	\$ 35,614.00	\$ 114,386.00
19-18	6/25/2022	As-Needed Civil Engineering Services	HydroScience Engineers, Inc.							
							\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
19-19	6/25/2022	As-Needed Real Estate Appraisal Services	Anderson & Brabant, Inc.	CIP	2019-01	North River Rd Easement Appraisal		\$ 3,500.00		
							\$ 20,000.00	\$ 3,500.00	\$ -	\$ 20,000.00
19-20	6/11/2022	As-Needed Real Estate Appraisal Services	ARENS Group, Inc.	NON-CIP	2019-01	Bonsall Reservoir Appraisal (to include rent value)		\$ 3,050.00	\$ 3,050.00	
							\$ 20,000.00	\$ 3,050.00	\$ 3,050.00	\$ 16,950.00



BOARD INFORMATION

BOARD OF DIRECTORS

October 22, 2019

SUBJECT

HUMAN RESOURCES REPORT FOR SEPTEMBER/OCTOBER 2019

DESCRIPTION

Personnel changes, human resources activities, and safety report for September/October 2019

RECRUITMENT:

There were no recruitments in the month of October.

We currently have 1,304 active email subscriptions for notifications of job openings.

EMPLOYEE EVENTS/UPCOMING EVENTS:

- October 08, 2019: Flu Shots on site
- October 28, 2019: Annual Harvest Festival/Chili Cook-off

WORKFORCE DEVELOPMENT:

- **ONE-ON-ONE DISTRICT TRAINING.** District staff members attended, a mandatory One-On-One District training on Tuesday, October 1. The objective of this training was to create consistency and communication between leaders and their directs amongst our staff. Consecutively, all leaders completed an all-day Leadership training: **Coaching, Counseling & Mentoring** with RDM Consulting Training Group.
- **ACWA JPIA TRAINING CONFERENCE.** We currently have 24 employees from Operations, HR and Supervisory roles, that are confirmed to attend the ACWA JPIA San Diego Training Conference in October.

EMPLOYEE RECOGNITION:

Excellence Coin Awards

1 coin and 1 Honorable Mention were given in September

Responsibility **Renee Rubio** (*Honorable Mention*) – Upon being short staffed with only 2 staff members present in Customer Service and one of the two with no voice- Renee handled all incoming calls and assisted all walk in customers. Although it was a very difficult Friday, and a lot for one person to handle, Renee still took that initiative and did so with a positive attitude.

Responsibility **Ed Bradley.** Ed has gone above and beyond and assisting our new Project Manager become acquainted in his new role. He made sure he was able to know who was on call and vice versa so the building/yard would not get armed with someone still here. Ed set time aside from his day to help complete some projects: HV/AC for Bldg. 1, HV/AC for Mechanic’s Office, Board Room floor cable tray, Rainbow Heights I Reservoir Antenna project, Disconnecting electric and water to the ABM project trailer, etc. Ed has showed nothing short of pure professionalism, teamwork, great responsibility and his efforts are greatly appreciated

BENEFITS:

- We kicked off Open Enrollment on Thursday, October 3rd. HR hosted informative enrollment sessions to provide 2020 Benefit Updates to our staff. Additionally, our guest Nutritionist offered wellness education and stretch classes for our staff; along with a hearty and healthy continental breakfast. Open Enrollment is scheduled to end on October 25. Actual budget impact of enrollment changes will be included in the December Board Report.

SAFETY:

Incidents

There were no lost time or modified duty due to a work-related incident.

Safety Training

Target Solutions online training: 10 completions for September 2019

Future planning to increase safety awareness throughout the district to include:

- EOC Operations & Planning for All-Hazards Training Monday, October 14 - Wednesday, October 16, 2019.
- Followership to Leadership Training (Safety Emergency Response Training) Thursday, November 7 - Friday, November 08, 2019 (This course is designed as a self-assessment opportunity for individuals preparing to step into a leadership role. Subject areas include leadership values and principles, transition challenges for new leaders, situational leadership, teambuilding, and ethical decision making.)

Tailgate/ Office Safety Trainings

Bloodborne Pathogens
Wellness Stretching, Mindfulness and Nutrition
Traffic Control Plans



Karleen Harp, COSM
Human Resources Manager

10/22/2019

Statement of Revenues & Expenses
Period: FYE 2019



		Budget Amount	Period Amount	YTD Amount	YTD Variance	% Available
Fund 01: Water						
Dept Type						
Operating Revenues:						
	Water Revenues	\$36,835,254	\$1,082,287	\$33,099,803	\$3,735,451	10%
	Other Revenues	\$486,000	\$19,663	\$436,138	\$49,862	10%
Total Revenues:		\$37,321,254	\$1,101,950	\$33,535,941	\$3,785,313	10%
Operating Expenses:						
	Cost of Water Sold	\$23,858,892	\$2,618,594	\$22,401,158	\$1,457,734	6%
	Labor	\$0	(\$158,839)	(\$121,005)	\$121,005	0%
	Other	\$0	\$115,830	\$118,146	(\$118,146)	0%
	Depreciation	\$0	\$2,904,252	\$2,933,951	(\$2,933,951)	0%
	Overhead Transfer to General	\$5,111,289	\$1,174,212	\$5,859,561	(\$748,272)	-15%
	Debt Service	\$1,120,142	\$0	\$0	\$1,120,142	100%
Department Expenses						
	Pumping					
	31 Labor	\$71,985	\$0	\$31,845	\$40,140	56%
	Expenses	\$589,500	\$68,556	\$472,619	\$116,881	20%
	Operations					
	32 Labor	\$1,139,429	\$125,075	\$1,186,176	(\$46,747)	-4%
	Expenses	\$987,800	\$70,876	\$915,818	\$71,982	7%
	Valve Maintenance					
	33 Labor	\$514,515	\$60,169	\$477,223	\$37,292	7%
	Expenses	\$69,000	\$4,390	\$94,978	(\$25,978)	-38%
	Capital	\$50,000	(\$38,877)	\$39	\$49,961	100%
	Water Distribution					
	34 Labor	\$1,582,452	\$133,331	\$1,200,322	\$382,130	24%
	Expenses	\$565,500	\$190,155	\$692,606	(\$127,106)	-22%
	Capital	\$75,000	(\$71,514)	\$0	\$75,000	100%
	Meter Services					
	35 Labor	\$738,166	\$102,832	\$659,948	\$78,218	11%
	Expenses	\$459,000	\$40,428	\$208,334	\$250,666	55%
	Capital	\$200,000	(\$168,537)	\$645	\$199,355	100%
Total Operating Expenses:		\$37,132,670	\$7,170,933	\$37,132,364	\$306	0%
Water Fund Totals:		\$188,584	(\$6,068,983)	(\$3,596,423)	(\$3,785,007)	

Statement of Revenues & Expenses
Period: FYE 2019



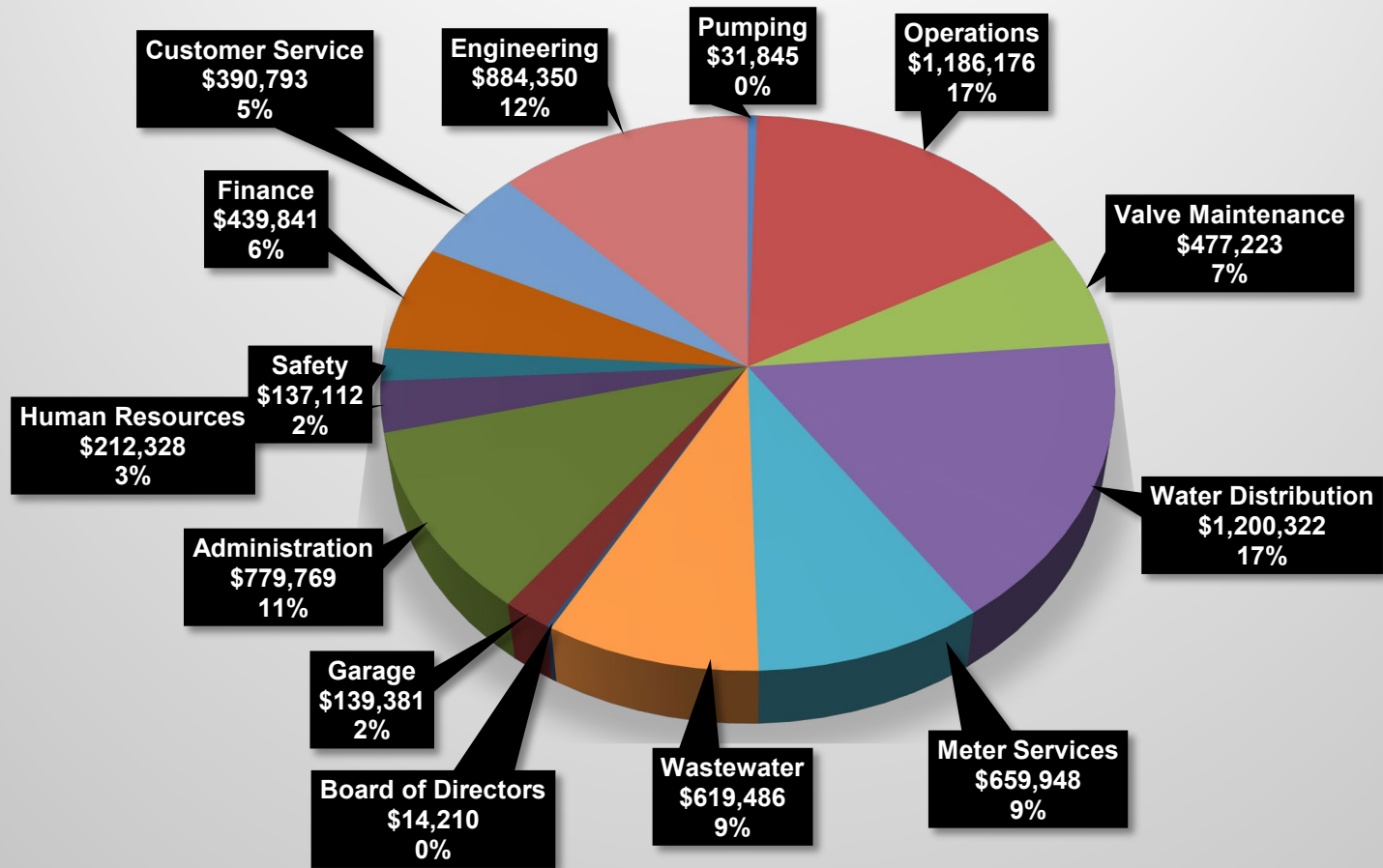
	Budget Amount	Period Amount	YTD Amount	YTD Variance	% Available
Fund 02: Wastewater					
Operating Revenues:					
Wastewater Revenues	\$3,090,959	\$239,378	\$2,843,256	\$247,703	8%
Other Revenues	\$45,000	\$3,013	\$80,462	(\$35,462)	-79%
Total Revenues:	\$3,135,959	\$242,391	\$2,923,719	\$212,240	7%
Operating Expenses:					
Overhead Transfer to General	\$1,198,944	\$275,432	\$1,374,464	(\$175,520)	-15%
Depreciation	\$0	\$722,698	\$722,698	(\$722,698)	0%
Labor	\$0	\$27,045	\$27,045	(\$27,045)	0%
Department Expenses					
Wastewater					
61 Labor	\$592,326	\$70,233	\$619,486	(\$27,160)	-5%
Expenses	\$1,414,800	\$136,187	\$1,095,351	\$319,449	23%
Capital	\$185,000	\$48	\$24,111	\$160,889	87%
Total Operating Expenses:	\$3,391,070	\$1,231,643	\$3,863,156	(\$472,086)	-14%
Wastewater Fund Totals:	(\$255,111)	(\$989,252)	(\$939,437)	(\$684,326)	

Statement of Revenues & Expenses
Period: FYE 2019

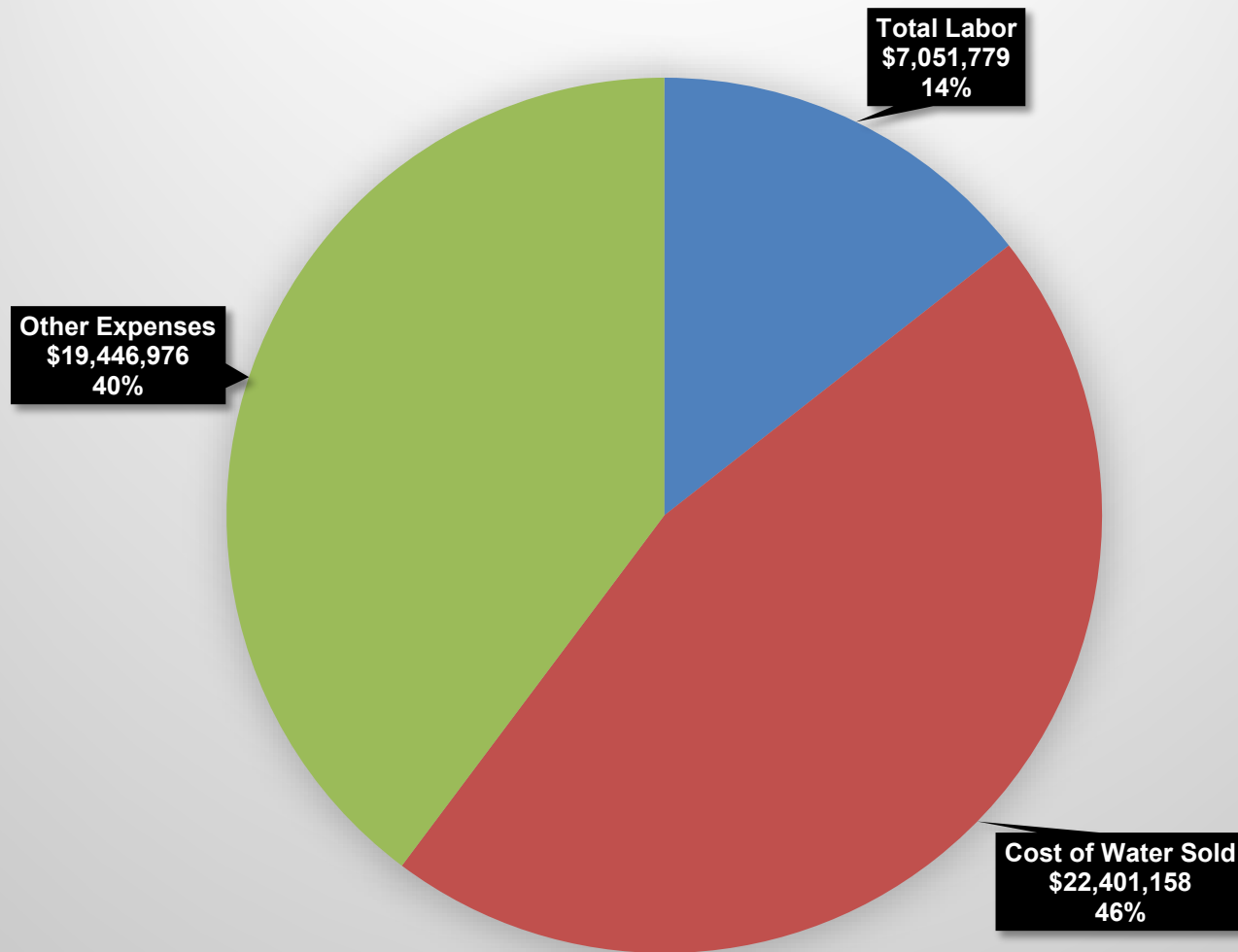


		Budget Amount	Period Amount	YTD Amount	YTD Variance	% Available
Fund 03: General						
Operating Revenues:						
	Overhead Transfers	\$6,310,233	\$1,449,644	\$7,234,026	(\$923,793)	-15%
	Other Revenues	\$635,000	\$40,425	\$670,367	(\$35,367)	-6%
	Total Revenues:	\$6,945,233	\$1,490,069	\$7,904,392	(\$959,159)	-14%
Operating Expenses:						
	Other Expenses	\$419,911	\$562,962	\$949,349	(\$529,438)	-126%
Department Expenses						
	Board of Directors					
	20 Labor	\$19,672	\$2,745	\$14,210	\$5,462	28%
	Expenses	\$19,790	\$2,199	\$17,524	\$2,266	11%
	Garage					
	36 Labor	\$135,455	\$18,851	\$139,381	(\$3,926)	-3%
	Expenses	\$277,500	\$52,589	\$282,232	(\$4,732)	-2%
	Capital	\$300,500	(\$183,965)	\$41,346	\$259,154	86%
	Administration					
	41 Labor	\$808,234	\$82,297	\$779,769	\$28,465	4%
	Expenses	\$1,973,522	\$217,833	\$1,667,073	\$306,449	16%
	Capital	\$35,000	\$0	\$0	\$35,000	100%
	Human Resources					
	42 Labor	\$225,849	\$28,650	\$212,328	\$13,521	6%
	Expenses	\$147,850	\$13,729	\$126,000	\$21,850	15%
	Safety					
	43 Labor	\$151,941	\$15,649	\$137,112	\$14,829	10%
	Expenses	\$85,485	\$5,908	\$76,125	\$9,360	11%
	Finance					
	51 Labor	\$517,887	\$45,008	\$439,841	\$78,046	15%
	Expenses	\$136,500	\$13,118	\$128,250	\$8,250	6%
	Customer Service					
	52 Labor	\$290,338	\$42,808	\$390,793	(\$100,455)	-35%
	Expenses	\$253,000	\$24,059	\$275,972	(\$22,972)	-9%
	Uncollectible Accts Expense	\$3,000	\$0	\$853,219	(\$850,219)	0%
	Engineering					
	91 Labor	\$682,434	\$80,049	\$884,350	(\$201,916)	-30%
	Expenses	\$525,150	\$71,879	\$489,518	\$35,632	7%
	Total Operating Expenses:	\$7,009,018	\$1,096,368	\$7,904,392	(\$895,374)	-13%
	General Fund Totals:	(\$63,785)	\$393,701	\$0	\$63,785	
	Net Income	(\$130,312)	(\$6,664,535)	(\$4,535,860)	(\$4,405,548)	

YTD Labor Costs (FYE 2019)



YTD Expense Allocation (FYE 2019)





AMERICAN EXPRESS

August 2019

GL Finance Code	GL Transaction Amount	Description
GL 03 75300 20	2,500.00	CSDA - 2019 Annual Conference Registration Fee
GL 03 75500 42	39.44	Village Pizza - Interview panel lunch
GL 03 75300 20	51.41	Village Pizza - Board Meeting lunch
GL 03 75300 41	18.59	Village Pizza - Board Meeting lunch
GL 03 75300 20	14.20	Daniel's Market - beverages for Board Members
GL 03 75500 42	112.32	Facebook - job posting fees
GL 03 56513 42	212.77	Rainbow Oaks Restaurant - 3rd Qrt Breakfast
GL 03 60100 41	(1,095.00)	Infor - credit
GL 03 74100 41	896.46	Jive Communications
GL 03 60100 41	10.00	Atlassian - monthly fee
GL 03 60100 41	113.00	Solarwinds
GL 03 72500 43	31.65	Panera Bread - meeting lunch
GL 03 72500 43	695.95	Mancomm
GL 03 75300 43	718.00	Lion Technology Inc
GL 01 15260 99	185.47	GRAINGER #9242111582
GL 02 63100 61	674.28	GRAINGER #9226706779
GL 02 63100 61	137.00	GRAINGER #9224990533
GL 03 72000 43	1,631.94	GRAINGER #9220133624
GL 01 15260 99	55.86	GRAINGER #9219599785
GL 02 63100 61	323.37	GRAINGER #9220133616
GL 01 72000 32	29.09	GRAINGER #9220133616
GL 02 63100 61	137.00	GRAINGER #9231793903
GL 03 72000 43	410.99	GRAINGER #9231793911
GL 03 63401 41	137.64	GRAINGER #9212329834
GL 03 72900 41	246.18	OFFICE DEPOT #335590473001
GL 03 63401 41	1,292.95	OFFICE DEPOT #335633186001
GL 03 72900 41	54.11	OFFICE DEPOT #335679022001
GL 03 72900 41	58.59	OFFICE DEPOT #339675596001
GL 01 72000 35	293.76	OFFICE DEPOT #333059457001
GL 01 72000 35	134.63	OFFICE DEPOT #333060935001
GL 60 70300 600027	17,355.00	NOSSAMAN #497644
GL 60 70300 600029	1,625.00	NOSSAMAN #497644
GL 03 70300 300008	1,417.50	NOSSAMAN #497644
GL 03 70300 300010	650.00	NOSSAMAN #497644
GL 03 70300 300011	422.50	NOSSAMAN #497644
GL 03 70300 41	12,713.24	NOSSAMAN #497644
GL 03 70300 41	45.00	NOSSAMAN #497643
GL 60 70300 600027	4,970.00	NOSSAMAN #497639
GL 60 70300 600029	3,648.50	NOSSAMAN #497639
GL 03 70300 91	71.00	NOSSAMAN #497639/WO: 146102
GL 03 70300 41	5,360.50	NOSSAMAN #497639
GL 03 70300 100038	17,222.50	NOSSAMAN #497641
GL 03 63400 41	76.50	FRUIT GUYS #5409895

GL 03 63400 41	750.00 NATUREBOX #6881
GL 03 63422 36	300.62 AMAZON #112-1697747-5757855
GL 03 60100 41	82.40 AUTHORIZE.NET, 8-1-19
GL 03 63400 41	38.25 FRUIT GUYS #5412367
GL 03 63401 41	743.47 AMAZON #112-6084953-8901831
GL 03 83000 36	222.61 WEATHERTECH #19861191
GL 03 63401 41	533.36 AMAZON #112-3476133-5414621
GL 03 72000 43	354.66 AMAZON #112-1266359-7371464
GL 03 63400 41	76.50 FRUIT GUYS #5414959
GL 03 56511 41	66.37 AMAZON #112-4024988-5893839
GL 03 56511 41	9.24 AMAZON #112-2712710-0294668
GL 03 63401 41	76.50 CULLIGAN #073119
GL 03 63400 41	38.25 FRUIT GUYS #5417527
GL 03 63401 41	(533.36) AMAZON REFUND: 112-3476133-5414621
GL 03 63401 41	325.67 GRAINGER #9256261240
GL 02 72000 61	160.42 GRAINGER #9256261240
GL 01 15260 99	271.54 GRAINGER #9260617205
GL 03 72000 43	(370.36) GRAINGER #9250701639
GL 01 15260 99	197.28 GRAINGER #9250767481
GL 02 63100 61	36.91 GRAINGER #9251123452
GL 03 72000 43	1,428.48 GRAINGER #9246867650
GL 03 72000 43	62.11 GRAINGER #9246072152
GL 03 72000 43	93.60 GRAINGER #9243709640
GL 03 72000 43	64.68 GRAINGER #9243392348
GL 03 70300 41	2,697.50 NOSSAMAN #499029
GL 60 70300 600027	9,514.00 NOSSAMAN #499045
GL 03 70300 300008	106.50 NOSSAMAN #499045
GL 03 70300 41	2,804.50 NOSSAMAN #499045
GL 60 70300 600027	13,325.00 NOSSAMAN #499047
GL 53 70300 530016	422.50 NOSSAMAN #499047
GL 60 70300 600029	942.50 NOSSAMAN #499047
GL 03 70300 300008	1,430.00 NOSSAMAN #499047
GL 03 70300 300007	390.00 NOSSAMAN #499047
GL 03 70300 41	15,535.00 NOSSAMAN #499047
GL 03 70300 100038	7,677.50 NOSSAMAN #499031
GL 01 15260 99	1,494.71 WESTERN WATER #540523-00
GL 01 15260 99	431.21 WESTERN WATER #538233-01
GL 01 15260 99	370.66 WESTERN WATER #538233-00
GL 01 63404 35	992.27 WESTERN WATER #536760-00
GL 01 72000 32	869.48 ABCANA #1047219
GL 03 72900 41	196.49 OFFICE DEPOT #362238310001
GL 03 72900 41	81.53 OFFICE DEPOT #362239424001
GL 03 72900 41	29.03 OFFICE DEPOT #349910796001
GL 03 72900 41	52.70 OFFICE DEPOT #349911055001
GL 03 72900 41	69.78 OFFICE DEPOT #344398204001
GL 03 72900 41	65.45 OFFICE DEPOT #347424860001
GL 03 72900 41	63.31 OFFICE DEPOT #347703473001
GL 03 72500 43	209.95 AMAZON #112-3431279-7502626
GL 03 72500 43	108.94 AMAZON #112-7407385-0932255
GL 03 72500 43	210.11 AMAZON #112-7822871-0366664
GL 03 72500 43	426.13 AMAZON #112-1488235-5520205
GL 03 60100 41	739.65 AMAZON #113-0192909-3343473

GL|03||63400||41||
GL|03||72900||41||

76.50 FRUIT GUYS #5420225
31.27 OFFICE DEPOT #342736720001
142,092.26 American Express - TK (August Statement)

**Director's Expenses
FY 2019-2020**

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch
07/31/19	CAL PERS - HEALTH INS. WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE			\$ 25.52	\$ 69.60	\$ 109.62
	REIMBURSEMENT FROM DIRECTORS					
	Monthly Totals	\$ -	\$ -	\$ 25.52	\$ 69.60	\$ 109.62
08/31/19	CAL PERS - HEALTH INS. WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE	\$ 150.00		\$ 150.00	\$ 300.00	\$ 300.00
	REIMBURSEMENT FROM DIRECTORS				\$ 48.72	\$ 85.26
	Monthly Totals	\$ 150.00	\$ -	\$ 150.00	\$ 348.72	\$ 385.26



Check Register
August 2019

Description	BankTransactionCode	IssueDate	IssuedBankAmount
SDCWA Water Purchase- June 2019	WIRE	08/13/2019	1,803,634.53
American Express - VM (July Statement)	WIRE	08/13/2019	5,188.77
American Express - TK (July Statement)	WIRE	08/13/2019	21,114.36
ACCELA, INC. #774375	ACH	08/14/2019	547.00
ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	ACH	08/14/2019	975.00
ATLAS PUMPING SERVICE	ACH	08/14/2019	210.00
BABCOCK LABORATORIES, INC	ACH	08/14/2019	221.00
BOOT WORLD, INC	ACH	08/14/2019	200.00
BP BATTERY INC.	ACH	08/14/2019	290.89
FALLBROOK EQUIPMENT RENTAL	ACH	08/14/2019	225.00
FLYERS ENERGY LLC	ACH	08/14/2019	5,852.79
KNIGHT SECURITY & FIRE SYSTEMS	ACH	08/14/2019	1,848.00
PALOMAR BACKFLOW	ACH	08/14/2019	5,000.00
PARKHOUSE TIRE, INC.	ACH	08/14/2019	705.11
REM MECHANICAL, INC	ACH	08/14/2019	120.00
RENE BUSH	ACH	08/14/2019	726.00
TRAFFIC SAFETY SOLUTIONS, LLC	ACH	08/14/2019	2,912.50
WESTERN LANDSCAPE MAINTENANCE PLUS, INC.	ACH	08/14/2019	165.26
XEROX CORP.	ACH	08/14/2019	1,294.35
ADVANCED INFRASTRUCTURE TECH	CHECK	08/14/2019	601.16
AMERICAN WATER WORKS ASSOC.	CHECK	08/14/2019	277.00
ARAMARK UNIFORM SERVICES	CHECK	08/14/2019	376.33
AT&T MOBILITY	CHECK	08/14/2019	106.29
AZUGA, INC.	CHECK	08/14/2019	1,039.00
BOOT BARN INC	CHECK	08/14/2019	10.51
BRAX COMPANY, INC	CHECK	08/14/2019	2,529.25
CHRIS BROWN	CHECK	08/14/2019	15,000.00
CIVILITY PARTNERS	CHECK	08/14/2019	3,812.50
COFFEE AMBASSADOR	CHECK	08/14/2019	586.75
COLONIAL LIFE & ACCIDENT INS.	CHECK	08/14/2019	121.42
CONTROLLED MOTION SOLUTIONS	CHECK	08/14/2019	188.02
CORE & MAIN LP	CHECK	08/14/2019	7,165.38
CORIX WATER PRODUCTS (US) INC	CHECK	08/14/2019	142.56
ICONIX Waterworks (US) Inc.	CHECK	08/14/2019	1,381.44
COVERALL NORTH AMERICA, INC.	CHECK	08/14/2019	1,532.00
CWEA	CHECK	08/14/2019	188.00
DAVID SEYMOUR	CHECK	08/14/2019	1,089.00
ESCONDIDO METAL SUPPLY, INC.	CHECK	08/14/2019	74.07
FALLBROOK WASTE AND RECYCLING	CHECK	08/14/2019	418.00
FERGUSON WATERWORKS #1083	CHECK	08/14/2019	1,917.95
HAYDEN HAMILTON	CHECK	08/14/2019	25.52
HERCULES INDUSTRIES, INC	CHECK	08/14/2019	360.67
JAUREGUI & CULVER, INC.	CHECK	08/14/2019	668.16
JOE'S HARDWARE	CHECK	08/14/2019	27.96
KNOCKOUT PEST CONTROL& TERMITES, INC.	CHECK	08/14/2019	150.00
KORALEEN ENTERPRISES	CHECK	08/14/2019	1,484.83
MICHAEL MACK	CHECK	08/14/2019	69.60
MITEL LEASING, INC.	CHECK	08/14/2019	1,847.35
MODULAR BUILDING CONCEPTS, INC	CHECK	08/14/2019	1,277.91
MORGAN COMPANY	CHECK	08/14/2019	169.42
NUTRIEN AG SOLUTIONS, INC	CHECK	08/14/2019	349.49
PACIFIC PIPELINE SUPPLY	CHECK	08/14/2019	608.79
RAMON FRANCISCO COTE	CHECK	08/14/2019	609.50
RAMON ZUNIGA	CHECK	08/14/2019	118.55
RHO MONSERATE C.C.H.A.	CHECK	08/14/2019	385.24

RIGHT-OF-WAY ENGINEERING SERV	CHECK	08/14/2019	1,065.00
SAN DIEGO COUNTY ASSESSOR/RECORDER/CLERK	CHECK	08/14/2019	12.00
SAN DIEGO GAS & ELECTRIC	CHECK	08/14/2019	53,976.60
SOFTCHOICE CORPORATION	CHECK	08/14/2019	122.97
T S INDUSTRIAL SUPPLY	CHECK	08/14/2019	128.14
TCN, INC	CHECK	08/14/2019	90.54
TNG SECURITY INC.	CHECK	08/14/2019	368.04
ULINE	CHECK	08/14/2019	366.99
UNDERGROUND SERVICE ALERT	CHECK	08/14/2019	287.90
UTILITY SERVICE CO.	CHECK	08/14/2019	175,379.23
WATER QUALITY SPECIALISTS	CHECK	08/14/2019	1,950.00
WATERLINE TECHNOLOGIES INC.	CHECK	08/14/2019	1,127.60
WILLDAN FINANCIAL SERVICES	CHECK	08/14/2019	3,604.00
Union Bank CC - Kennedy, (July Statement)	EFT	08/14/2019	670.85
Union Bank CC - Largent, (July Statement)	EFT	08/14/2019	170.02
Union Bank CC - Harp (July Statement)	EFT	08/14/2019	41.05
Union Bank CC - Daugherty (July Statement)	EFT	08/14/2019	423.93
KNIGHT SECURITY & FIRE SYSTEMS	ACH	08/23/2019	6,918.00
QUALITY CHEVROLET	ACH	08/23/2019	40.79
RICHARD C. MICHAUD	ACH	08/23/2019	494.17
SCW CONTRACTING CORPORATION	ACH	08/23/2019	35,248.61
THE WELD SHOP, INC	ACH	08/23/2019	350.00
AIRGAS USA, LLC	ACH	08/23/2019	481.77
NOBEL SYSTEMS	ACH	08/23/2019	104,500.00
RICHARD C. MICHAUD	ACH	08/23/2019	256.71
CIVILITY PARTNERS	CHECK	08/23/2019	2,375.00
CONTROLLED MOTION SOLUTIONS	CHECK	08/23/2019	188.02
CORE & MAIN LP	CHECK	08/23/2019	686.37
DION INTERNATIONAL	CHECK	08/23/2019	1,119.05
FALLBROOK AUTO PARTS	CHECK	08/23/2019	1,332.48
FEDEX	CHECK	08/23/2019	121.86
INFOR (US), INC.	CHECK	08/23/2019	21,962.50
JOE'S HARDWARE	CHECK	08/23/2019	15.60
KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	CHECK	08/23/2019	21.31
O'REILLY AUTO PARTS	CHECK	08/23/2019	30.75
PALOMAR HEALTH	CHECK	08/23/2019	280.00
LOS ANGELES FREIGHTLINER	CHECK	08/23/2019	2,300.64
SAN DIEGO FRICTION PRODUCTS, INC.	CHECK	08/23/2019	469.23
SAN DIEGO GAS & ELECTRIC	CHECK	08/23/2019	103.14
XEROX FINANCIAL SERVICES	CHECK	08/23/2019	565.83
BOOT BARN INC	CHECK	08/23/2019	1,127.61
CDW GOVERNMENT, INC.	CHECK	08/23/2019	3,819.47
CORE & MAIN LP	CHECK	08/23/2019	1,117.37
DELL MARKETING L.P.	CHECK	08/23/2019	1,432.66
FALLBROOK AUTO PARTS	CHECK	08/23/2019	3,353.80
FERGUSON WATERWORKS #1083	CHECK	08/23/2019	7,043.62
PACIFIC PIPELINE SUPPLY	CHECK	08/23/2019	1,039.39
HADRONEX, INC.	CHECK	08/23/2019	17,970.00
SOUTHWEST VALVE & EQUIPMENT	CHECK	08/23/2019	929.24
T S INDUSTRIAL SUPPLY	CHECK	08/23/2019	248.47
ADP - Advice of Debit #540885798	EFT	08/23/2019	80.62
	Total:		2,355,749.12

Comparative Water Sales YTD from Prior Years

FISCAL YEAR 2019-2020

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
562	AD	28,018	36,530											148
402	AG	113,285	139,802											581
264	CM	35,561	46,750											189
23	CN	1,484	1,549											7
21	IS	3,060	1,799											11
112	MF	11,910	11,187											53
323	SC	135,069	157,307											671
1024	SD	164,817	213,262											868
5468	SF	150,907	188,769											780
8199	Total	644,111	796,955	-	-	-	-	-	-	-	-	-	-	3,308

FISCAL YEAR 2018-2019

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
562	AD	34,648	47,312											188
402	AG	129,946	149,080											641
264	CM	51,483	67,254											273
23	CN	3,982	27,189											72
21	IS	4,964	3,824											20
112	MF	11,653	12,856											56
323	SC	165,088	203,887											847
1024	SD	230,264	264,247											1,135
5468	SF	168,323	192,173											828
8199	Total	800,351	967,822	-	-	-	-	-	-	-	-	-	-	4,059

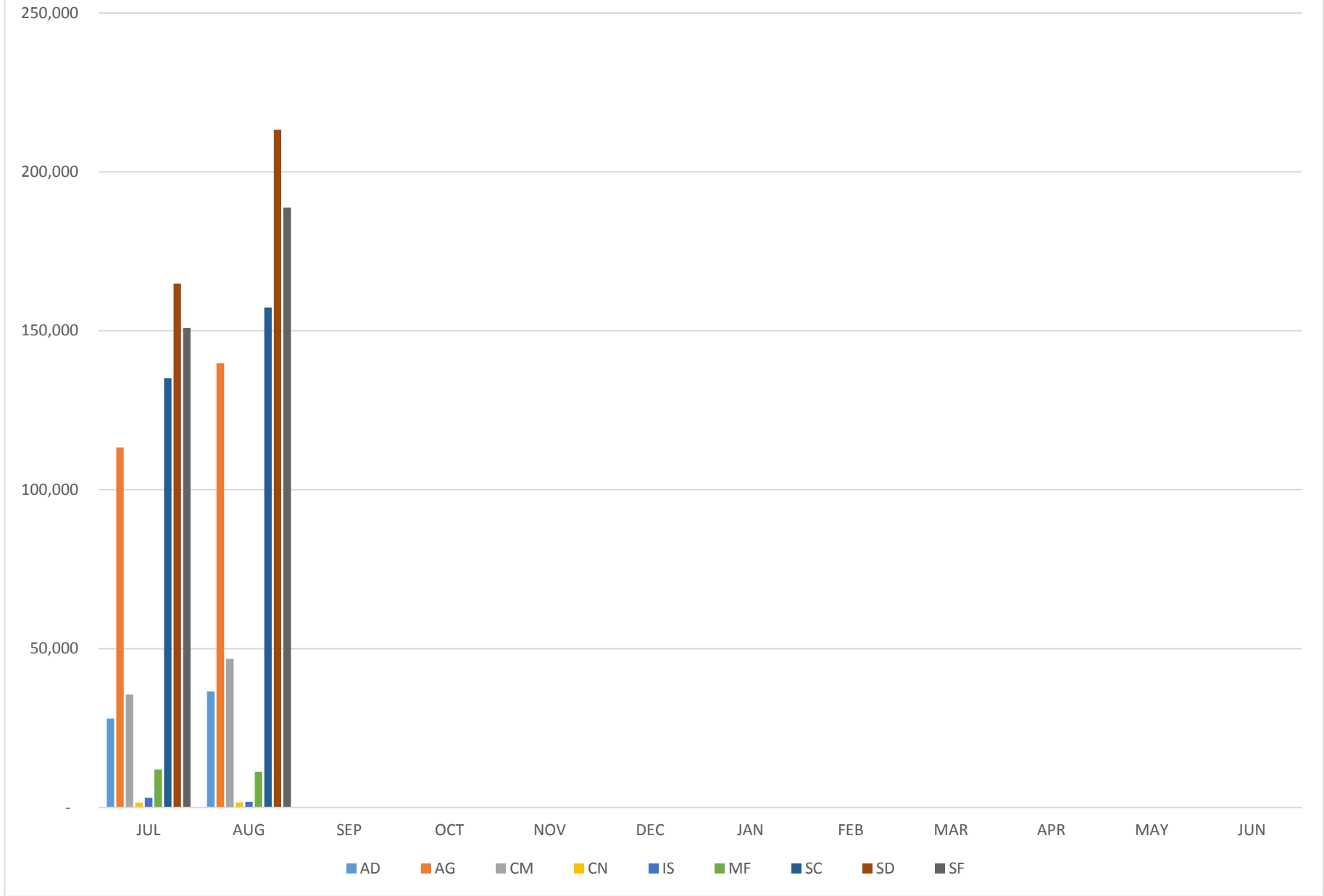
FISCAL YEAR 2017-2018

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
563	AD	33,310	29,712											145
395	AG	144,066	131,474											633
247	CM	33,715	42,488											175
32	CN	2,447	3,983											15
20	IS	2,320	2,440											11
96	MF	11,472	10,002											49
323	SC	179,822	156,120											771
1024	SD	244,799	223,157											1,074
5196	SF	174,946	165,760											782
7896	Total	826,897	765,136	-	-	-	-	-	-	-	-	-	-	3,655

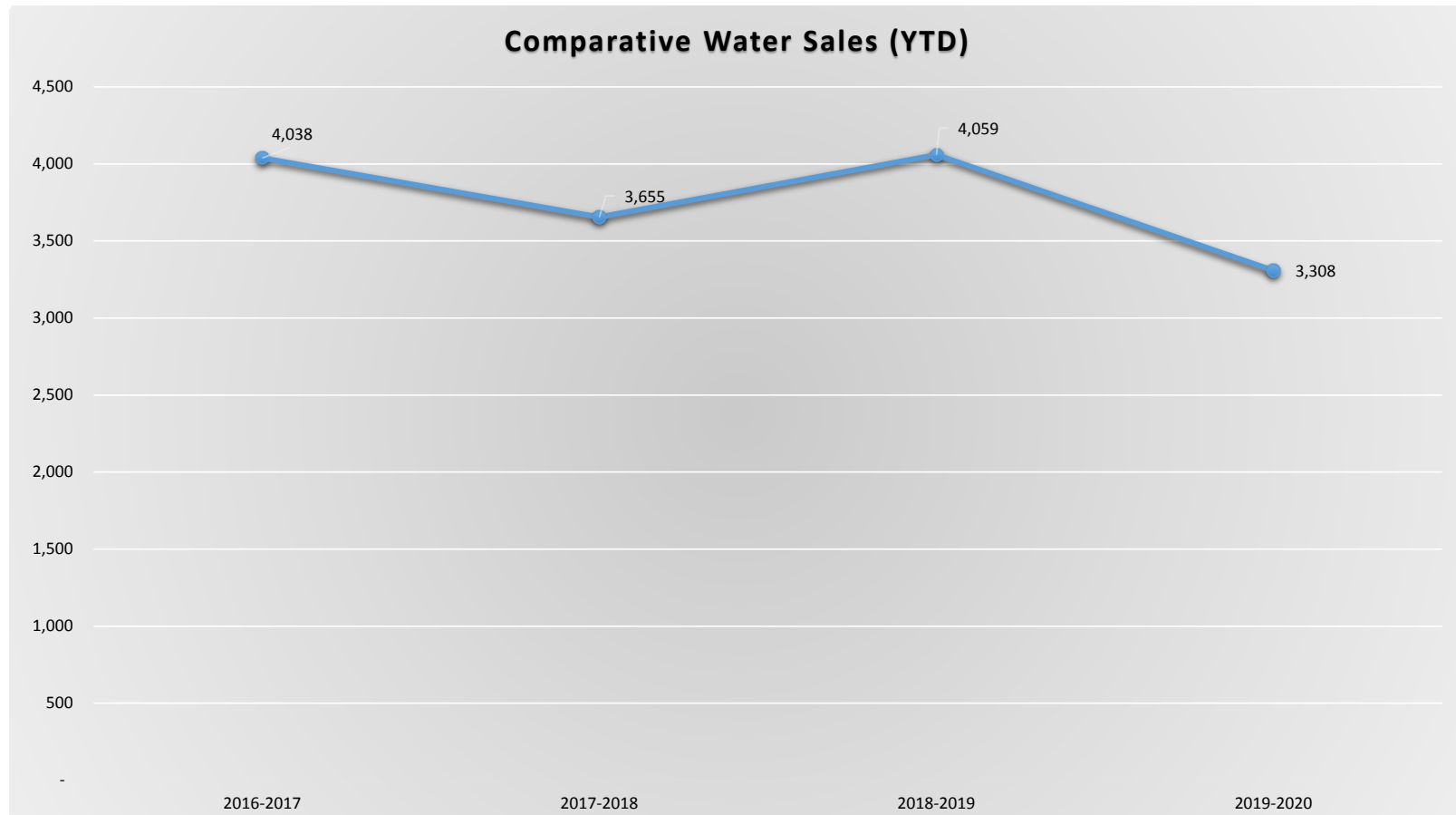
FISCAL YEAR 2016-2017

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
591	AD	36216	34134											162
403	AG	156957	152359											710
231	CM	47830	45043											213
30	CN	4900	4950											23
24	IS	3806	3701											17
88	MF	11307	11657											53
326	SC	183744	166212											803
1034	SD	279246	253718											1,224
5122	SF	187516	175736											834
7849	Total	911,522	847,510	-	-	-	-	-	-	-	-	-	-	4,038

USAGE BY CUSTOMER CLASS FY 19-20



Comparative Water Sales YTD from Prior Years





**SEWER EQUIVALENT DWELLING UNITS (EDUs) STATUS REPORT
AUGUST-SEPTEMBER 2019**

STATUS SUMMARY	EDUs
Total Treatment Capacity Purchased from Oceanside	8,333.33
Less 5% Contractual Allowance	416.67
EDUs Set Aside by Board for Emergencies	60.00
EDUs Connected	4,716.40 *
EDUs Unconnected/Committed	217.43
Total EDUs Available for Purchase:	2,922.84

DEVELOPMENTS WITH UNCONNECTED/COMMITTED EDUs	EDUs	CAPACITY FEES PAID
Golf Green Estates (Dev. Solutions) - 102.46	33.46	\$ 803,014
Horse Creek Ridge (DR Horton/RAH) - 754	15.40	\$ -
Passarelle (HRC Commercial) - 96.57	96.57	\$ -
Polo Club (Vista Valley Dev.) - 165 Lots	59.85	\$ 1,022,775 **
Pala Mesa Highlands (Beazer Homes) - 159.3	(1.05)	\$ (10,593) ***
Others (5 or less)	13.20	\$ 225,588
TOTAL UNCONNECTED:	217.43	\$ 2,040,784

*There is a delay between connections and new account activations.

**Deferred total payment until building permits are issued.

***PMH paid funds to cover the initial 50%(79.65 EDUs/\$1,125,127) of sewer installment.

The District has requested the second installment of 50% sewer cap fees from PMH.

