

Notice is hereby given that the Rainbow Municipal Water District Board of Directors and Communications Committee will hold Open Session at 1:00 p.m. Tuesday, October 25, 2016, 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. PLEDGE OF ALLEGIANCE

3. BOARD OF DIRECTORS ROLL CALL:

Sanford____ Walker____ Brazier____ Bigley__ Stewart____

COMMUNICATIONS COMMITTEE ROLL CALL:

Mike Daily__ Jeanna Kirby____ Helene Brazier____ Elysian Kurnik____

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

5. 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.

*6. APPROVAL OF MINUTES

A. September 27, 2016 - Regular Board Meeting

7. 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 Sanford)

B. Representative Report (Appointed Representative)

1. SDCWA

A. Summary of Formal Board of Directors Meeting September 22, 2016

2. CSDA

3. LAFCO

4. San Luis Rey Watershed Council

5. Santa Margarita Watershed Council

(*) - Asterisk indicates a report is attached.

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

***8. COMMITTEE REPORTS (Approved Minutes have been attached for reference only.)**

- A. Budget and Finance Committee
 - 1. September 13, 2016 Minutes
- B. Communications Committee
 - 1. September 12, 2016
- C. Engineering Committee
 - 1. September 7, 2016

BOARD INFORMATION ITEMS

9. COMMUNICATIONS COMMITTEE UPDATE

10. WATER RATES PRESENTATION

BOARD ACTION ITEMS

***11. CONSIDER AWARDING PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL BACKFLOW TESTING & REPAIR SERVICES AS PART OF RAINBOW MUNICIPAL WATER DISTRICT (RMWD) CROSS-CONNECTION CONTROL PROGRAM**

(Staff operates an established Cross-Connection Control Program tracking the installation and testing of all service protection backflow assemblies within the District's service area. Staff is requesting approval to enter into a three-year Professional Services Agreement to provide backflow testing and repair services to the District for approximately 4,705 customer-owned devices.)

***12. DISCUSSION AND POSSIBLE ACTION TO ACCEPT A SERVICE LEVEL AGREEMENT WITH NEOGOV FOR PERFORMANCE MANAGEMENT, ONBOARDING, AND APPLICANT TRACKING SOFTWARE**

(As a means of enhancing RMWD's current processes related to performance management, onboarding, and applicant tracking, staff is proposing RMWD enter into a service level agreement with NEOGOV for performance management, onboarding, and applicant tracking software.)

***13. CONSIDER APPROVAL OF CONTRACT WITH NOSSAMAN LLP FOR GENERAL AND SPECIAL COUNSEL SERVICES**

(At the June 28, 2016 Board of Directors meeting, the Board directed staff to issue a Request for Proposals for General Counsel services. RFPs were released a few weeks later and a review process that included the Board members and the General Manager was completed at the September 27, 2016 Board meeting. The Board directed President Sanford and the General Manager to negotiate commercial terms with Nossaman LLP with the intent to bring a contract back to the Board for approval.)

14. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT; EMPLOYMENT; EVALUATION OF PERFORMANCE: GENERAL MANAGER

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

(*) - Asterisk indicates a report is attached.

- *15. **DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 16-14 AMENDING AND UPDATING ADMINISTRATIVE CODE SECTIONS 3.02.010-BOARD MEETING AGENDA, 3.05.010 – MINUTES POLICY, 5.05.050 – RECORDS RETENTION POLICY, AND 5.05.050.02.04 – AUDIO RECORDINGS OF BOARD MEETINGS RETENTION POLICY**
(This item is to provide an opportunity for the Board to discuss updating Administrative Code Section 3.02.010 in regards to the process for adding items to an agenda as well as updating Administrative Code Sections 3.05.010, 5.05.050, 5.05.050.02.04 to reflect the Board's decision on September 27, 2016 to destroy all Board regular and special meetings and Committee meeting recordings once the minutes are transcribed and approved.)

- 16. **DISCUSSION AND POSSIBLE ACTION TO REFUND SEWER PERMIT AND INSPECTION FEES TO CLAUDIA BRAVO AND JOSE T. BRAVO**
(Claudia Bravo paid for new water and sewer service on August 3, 2016 at which time she was under the impression she would need to connect a sewer line on Diego Estates. The nearest sewer main is located on Gird Road. The costs associated with connecting on Gird Road are higher than Ms. Bravo's initial estimate for connecting to sewer. On September 27, 2016, Ms. Bravo addressed the Board and requested a refund for the sewer fees.)

- 17. **DISCUSSION AND POSSIBLE ACTION TO APPOINT HAYDEN HAMILTON TO THE COMMUNICATIONS COMMITTEE**
(The Communications Committee recommends that the Board appoint Hayden Hamilton as a member of the Communications Committee.)

- 18. **DISCUSSION AND POSSIBLE ACTION TO CHANGE THE DATE OF THE NOVEMBER 2016 RAINBOW MUNICIPAL WATER DISTRICT REGULAR BOARD MEETING**
(At their September 27, 2016 Board meeting, Director Stewart asked that the Board consider possibly changing the date of the November 15, 2016 Regular Board meeting.)

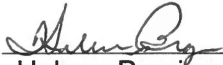
- *19. **RECEIVE AND FILE INFORMATION AND FINANCIAL ITEMS FOR AUGUST/SEPTEMBER 2016**
 - A. **General Manager Comments**
 - 1. Meetings, Conferences and Seminar Calendar
 - B. **Communications**
 - 1. Staff Training Reports
 - C. **Operations Comments**
 - 1. Operations Report
 - D. **Engineering Comments**
 - 1. Engineering Report
 - E. **Customer Service Comments**
 - 1. Customer Service Report
 - F. **Human Resource & Safety Comments**
 - 1. Human Resources Report
 - 2. Organizational Chart
 - G. **Finance Manager Comments**
 - 1. Interim Financial Statement
 - 2. Directors' Expense
 - 3. Check Register
 - 4. Water Sales Summary
 - 5. RMWD Sewer Equivalent Dwelling Units (EDU's) Status

- 20. **LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT REGULAR BOARD MEETING**

(*) - Asterisk indicates a report is attached.

21. ADJOURNMENT - To Tuesday, November 15, 2016 at 1:00 p.m.

ATTEST TO POSTING:



Helene Brazier
Secretary of the Board

10-17-16 @ 4:00 P.M.

Date and Time of Posting
Outside Display Cases

(*) - Asterisk indicates a report is attached.

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**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
SEPTEMBER 27, 2016**

1. **CALL TO ORDER** - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on September 27, 2016 was called to order by President Sanford at 11:03 a.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. President Sanford presiding.

2. **ROLL CALL**



Present: Director Sanford, Director Walker, Director Brazier.
Director Stewart (*arrived at 11:10 a.m.*).

Also Present: General Manager Kennedy, Executive Assistant Washburn, Legal Counsel Ochoa, Legal Counsel Moser, Operations Manager Milner, Finance Manager Martinez, Superintendent Maccarrone, Superintendent Zuniga, Superintendent Walker, Administrative Analyst Gray, Associate Engineer Powers, Human Resources Manager Harp.

Absent: Director Bigley.

No members of the public were present before for 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.

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 for the first time at 11:03 a.m.

Discussion returned from Item #22.

The meeting adjourned to Closed Session for the second time at 3:09 p.m.

Discussion returned from Item #8.

The meeting adjourned to Closed Session for the third time at 4:30 p.m.

Discussion returned to Item #8.

(*) - Asterisk indicates a report is attached.

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5. CLOSED SESSION

- A. Conference with Legal Counsel-Anticipated Litigation (Government Code §54956.9(d)(4))
 - Two Potential Item
- B. Conference with Legal Counsel-Anticipated Litigation (Government Code §54956.9(d)(2))
 - Two Potential Items
- C. Appointment, Employment; Evaluation of Performance – General Manager (Government Code §54957)
- D. Public Employment (Government Code §54957(b)(1))
 - Position: General Counsel

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

The meeting reconvened from the first Closed Session at 1:06 p.m.

President Sanford said there was nothing to report.

Discussion went to Item #9.

Discussion returned from Item #5.

The meeting reconvened from the second Closed Session at 4:30 p.m.

President Sanford reported the Board rejected the claim.

Discussion returned to Item #5.

Discussion returned from Item #5.

The meeting reconvened from the third Closed Session at 5:02 p.m.

President Sanford reported the Board has decided he and Mr. Kennedy will open negotiations with Nassaman to determine whether or not they want to follow through and to negotiate terms of the contract that will be brought back to the Board for approval at a future date.

Discussion returned to Item #23.

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

(*) - Asterisk indicates a report is attached.

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Mr. Kennedy pointed out the Board will need to reconvene Closed Session at the end of Open Session to finish the business not quite completed.

**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).**

Claudia Bravo addressed the Board about the property she recently purchased and how before she purchased it she came to RMWD to see if there was sewer and water to the property at which time she was told there was not but there was sewer running to it. She explained after she purchased the property she found out the sewer looked at was actually on the side of her property. She stated due to this she was asking for the refund for the capacity fees because at this point in order for her to connect to the sewer it would cost her over \$20,000 and she has already reached the maximum with her loan.

Mr. Kennedy explained generally capacity fees are not refundable, but if there are some exigent circumstances it can be brought to the Board for consideration. He noted Ms. Bravo has given something to Mr. Powers in writing which will be reviewed by staff before bringing it to the Board for consideration. He noted there could not be action taken today since there was nothing on the agenda, but staff can get information and present it to the Board should it require Board action or try to handle the matter administratively if possible.

President Sanford suggested Ms. Bravo get with the General Manager and Mr. Powers and work out the details in order to determine how to proceed.

***11. APPROVAL OF MINUTES**

A. August 23, 2016 - Regular Board Meeting



Motion:

To approve the minutes as written.

Action: Approve, Moved by Director Stewart, Seconded by Director Walker.



Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Sanford, Director Walker, Director Brazier, Director Stewart

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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 Sanford)

There was no report given.

B. Representative Report (Appointed Representative)**1. SDCWA****A. Summary of Formal Board of Directors' Meeting August 25, 2016**

Mr. Kennedy reported Mark Muir from the City of Encinitas was elected Chair of the SDCWA, Jim Madaffer was elected as Vice Chair, and Gary Croucher as Secretary.

Mr. Kennedy mentioned the State Board was trying to impose a whole new series of regulations on water use efficiency that RMWD will see coming forward.

Mr. Kennedy introduced Laura Martinez, RMWD's new accounting specialist.

2. CSDA

Mr. Kennedy reminded the Board the conference will be next month. He also mentioned he was in the running to serve as CSDA's Chapter President and how the results will be revealed at the November 17, 2016 quarterly meeting.

3. LAFCO

Mr. Kennedy reported on the recent Special District Advisory Committee meeting noting there was not much related to RMWD.

4. San Luis Rey Watershed Council

Director Walker reported at the September 26, 2016 Council meeting where the new Grant Coordinator, Josselyn Russel was present. He said Ms. Russel will bring value to the Council in being able to get grants. He also pointed out there were discussion about changing the bylaws to have four specified and three at-large positions. He talked about the new outreach campaign to try to educate more of the watershed and increase the presence and influence of the larger council to go for more grants with the help of Ms. Russel. He mentioned the annual meeting would be on November 7, 2016. He stated the Council was also looking at changing meeting location from FPU office to the Pala Administration building.

Director Walker reported Cynthia Mallet who has been with the Council for a very long time has taken a job in San Clemente and how this has cause some need to reshuffle.

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Director Brazier stated she hopes the changes in the Board eligibility and the hiring of a new grant writer will add to the stability of the organization including having more frequent meetings as opposed to repeatedly not having a quorum. Director Walker agreed adding he believed with these good changes it would be an organization that RMWD would find more viable for which involvement would be more desirable.

5. Santa Margarita Watershed Council

There was no report given.

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

Director Walker talked about the recent Council of Water Utilities meeting he, Mr. Kennedy, and Mrs. Harp attended where discussions took place regarding healthcare benefits.

D. Directors Comments

Director Brazier mentioned FPUD were looking for a way to go through County Parks and Recreation to achieve things similar to and in addition to what they were seeking through LAFCO.

***13. COMMITTEE REPORTS (Approved Minutes have been attached for reference only.)**



A. Budget and Finance Committee

1. August 9, 2016 Minutes

Mr. Stitle reported everything was coming along well with the new accounting system as well as noted there will be some new reports generated each month.

B. Communications Committee

1. August 1, 2016 Minutes

Director Brazier stated Mrs. Gray has been a big addition to the Communications Committee that now has structure and purpose which is has not had for a very long time.

C. Engineering Committee

1. August 3, 2016 Minutes

Mr. Powers reported the Committee had discussions regarding the IPR project, the structure of the Engineering Committee meeting and the role alternates would play at the meetings.

Mr. Kennedy provided additional information regarding the IPR project with the City of Oceanside. Discussion followed.

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***14 CONSENT CALENDAR**

(The consent calendar items are matters voted on together by a single motion unless separate action is requested by a Board member, staff or member of the audience.)

A. APPROVAL OF SECOND AMENDMENT TO JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION, PARTIAL RELEASE OF JOINT LIEN CONTRACT AND PARTIAL TERMINATION OF HOLDING AGREEMENT FOR VISTA VILLAS DEVELOPMENT LP

This item was pulled from the Consent Calendar for discussion (see Item #14A under Board Action Items).

BOARD ACTION ITEMS

***14A. APPROVAL OF SECOND AMENDMENT TO JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION, PARTIAL RELEASE OF JOINT LIEN CONTRACT AND PARTIAL TERMINATION OF HOLDING AGREEMENT FOR VISTA VILLAS DEVELOPMENT LP**

This item was pulled from the Consent Calendar for discussion.

Director Brazier asked what happens should the terms of the agreement not be met within the set time limits. Mr. Kennedy explained all the agreements will have a time limit to where they expire and how should that happen, they will need to start all over again.

Director Walker inquired as to whether Legal Counsel has considered RMWD was dealing with an international issue and there were not any potential issues with regard to general laws that may or may not pertain. Legal Counsel stated they did not review this agreement due to the fact the County has already approved it. Director Walker suggested amending the motion to include subject to those conditional contingencies. Mr. Kennedy added nothing will happen until RMWD receives the official bonds.

Motion:

To approve the second amendment to Joint Agreement to improve major subdivision, partial release of Joint Lien Contract and partial termination of Holding Agreement for Vista Villas Development LP subject to Legal Counsel’s review.

Action: Approve, Moved by Director Brazier, Seconded by Director Walker.



Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Sanford, Director Walker, Director Brazier, Director Stewart.

(*) - Asterisk indicates a report is attached.

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- *15. **DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 16-19 — A RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT ESTABLISHING CLASSIFICATIONS AND MONTHLY PAY RANGES FOR DISTRICT EMPLOYEES EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2017 AND THE GENERAL MANAGER’S SALARY EFFECTIVE AUGUST 28, 2016 THROUGH AUGUST 28, 2017**

Mr. Kennedy explained this was updated due to the General Manager receiving a COLA increase per his contract.

Motion:

To approve.

Action: Approve, Moved by Director Brazier, Seconded by Director Walker.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Sanford, Director Walker, Director Brazier, Director Stewart.

- *16. **DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 16-14 AMENDING AND UPDATING ADMINISTRATIVE CODE SECTIONS 3.02.010 – BOARD MEETING AGENDA AND 3.05.010 – MINUTES POLICY**



Mr. Kennedy solicited the Board for their desire in terms of how long to retain audio recordings which are no longer on tapes and discs, but rather stored on the hard drive.

Legal Counsel stated typically with litigation matters the agency would want to rest on are the papers and actions of the district due to the fact that is for what the agency is held accountable. She explained the agency would want the minutes to reflect the action taken and some of the discussion leading up to the action taken. She noted when audio is available or very thorough notes are taken, sometimes that ends up being the extrinsic evidence that could help or hurt the agency depending on the situation. She stated based on this it has been found to be more helpful to stick with action items in terms of minutes as opposed to keeping audio and notes indefinitely which could lead to subpoenas for generally irrelevant data. She recommended keeping the tapes for some period of time, i.e., two years.

Discussion ensued regarding the audio being imbedded in the minutes on the website.

Legal Counsel stressed there was absolutely no problem with keeping the audio. She added the Board could also make a decision about whether to keep minutes indefinitely.

Director Stewart stressed why he felt very strongly about not keeping audio recordings indefinitely. He suggested the recordings only be kept long enough to transcribe the minutes and those minutes are approved.

Legal Counsel confirmed audio recordings are public records if kept and draft minutes are not a matter of public record until approved.

(*) - Asterisk indicates a report is attached.

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It was decided as long as the minutes do not become a transcription, but rather a paraphrasing of the discussion and decisions made that would be more than adequate to give the public information as to the what took place at the meeting and staff the information necessary to research matters that may arise.

No action taken.

***17. CSDA COMMITTEE AND EXPERT FEEDBACK TEAM INTEREST FORM**



Mr. Kennedy explained why it would be a good idea to have representation on one of these committees if possible. Discussion followed regarding the deadline to respond and time commitments.

Director Stewart agreed to participate in the CSDA committees and expert feedback team.

Director Walked suggested key staff members fill some of these positions as well.

Mr. Kennedy offered to complete the form on behalf of Director Stewart. He noted there was no guarantee he or Director Stewart would get on the committee; however, the form will be submitted showing RMWD's interest.

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



Mr. Kennedy explained the purpose of this update would be to address the roles of alternates at committee meetings as well as how alternates should be seated. He noted the first option would be that alternates would be utilized just to make a quorum and the second option would be to have alternates fill any empty seats.

Director Stewart preferred Option 2 in order to have as many participants in the committee meetings as possible.

Director Walker asked Legal Counsel if there were any potential pitfalls with either option. Legal Counsel answered as long as RMWD delineates who the voting members and non-voting members are, there would be no pitfalls. She pointed out the committees must follow the Brown Act and all votes must be recorded appropriately.

Motion:

Adopt Ordinance No. 16-13 utilizing Option 2.

Action: Approve, Moved by Director Stewart, Seconded by Director Walker.

Vote: Motion carried by unanimous by roll call vote (summary: Ayes = 4).

Ayes: Director Sanford, Director Walker, Director Brazier, Director Stewart.

(*) - Asterisk indicates a report is attached.

DRAFT***DRAFT******DRAFT*****19. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT; EMPLOYMENT; EVALUATION OF PERFORMANCE: GENERAL MANAGER**

Legal Counsel pointed out this item was an action item to follow a Closed Session discussion that has not yet taken place.

20. DISCUSSION AND POSSIBLE ACTION TO ADD NEW HEALTH PLAN OPTIONS AND FUND HEALTH SAVINGS ACCOUNTS FOR EMPLOYEES WHO ELECT HIGH-DEDUCTIBLE CONSUMER DRIVEN HEALTH PLANS

Mr. Kennedy noted Mrs. Harp has been working hard to try to find new and innovative methods to provide the benefits the District wants to provide its employees as well as save the District money.

Mrs. Harp pointed out the District's strategic plan calls for the proactive management of sustainable healthcare benefits for its workforce; therefore, she was going to present a proposal to make some changes to the menu of offerings the District offers to its employees that she believe would be in the best interest both the employee base as well as RMWD.

Discussion ensued regarding the location of Kaiser doctors and hospitals.

Director Walker asked if there have been some discussions with employees. Mrs. Harp explained there have been minor discussions; however, she has done extensive research with ACWA/JPIA. Discussion continued regarding the potential cost savings to both the employees and RMWD associated with these new options.

Mr. Kennedy asked about the deadline for the Board to take action on this item. Mrs. Harp explained open enrollment was during the month of October; therefore, if it was not adopted today, it would be very difficult to offer these new plans to the workforce. She confirmed the ACWA/JPIA deadline was November 11, 2016; however, the plans would not go into effect until January 1, 2017. Mr. Kennedy pointed out anything negotiated for the new MOU's would not go into effect until January 1, 2018; therefore, this would be a way to test whether these plans would be of interest to the employees and the District prior to the start of negotiations. Mrs. Harp reiterated by offering these plans now, both sides would be provided with experience with these plans prior to negotiations.

Mrs. Harp pointed out if the Board does not want to adopt any of these new plans or the Health Savings Accounts (HSA's), the one thing everyone knows is that the total cost for health insurance will increase by \$105,000 (\$51,000 to RMWD and \$55,000 to employees). She stated if the District does offer these plans and fund the HSA's at the level requested, even one person shifting will bring some savings. She stated the level of voluntary shifts will determine the total savings.

Discussion ensued regarding HSA's. Mrs. Harp pointed out there are contribution limits set by the IRS and how there was a tax advantage going in and tax free when used for medical expenses.

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Director Brazier asked if RMWD funded the deductible and it cost money in the short term, would it not save the District money in the long term by encouraging more employees to go that way. Mrs. Harp explained how the combined expense of the premiums plus the HSA was still less than if the employee were to stay with the current plans.

It was confirmed this was a trial period and could be reversed if necessary. Mrs. Harp noted this would be a commitment for the 2017 calendar plan year and then when negotiations take place in the middle of 2017 whatever is negotiated would be effective for the 2018 plan year.



Motion:

Adopt Option 1 – Approve the addition of the Anthem Consumer Driven Health Plan, the Kaiser South HMO with Chiropractic Care, and the Kaiser South Consumer Driven Health plan; AND approve funding Health Savings Accounts for employees who elect the CDHP plans at the proposed annual rates: \$1,500 for employee only coverage; \$2,000 for employee + 1 or family coverage on the Anthem CDHP; \$3,000 for employee + 1 or family coverage on the Kaiser CDHP.



Action: Approve, Moved by Director Walker, Seconded by Director Stewart.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Sanford, Director Walker, Director Brazier, Director Stewart.

***21.**



RECEIVE AND FILE INFORMATION AND FINANCIAL ITEMS FOR AUGUST 2016

- A. General Manager Comments**
 - 1. Meetings, Conferences and Seminar Calendar
- B. Communications**
 - 1. Ratepayer Letters
- C. Operations Comments**
 - 1. Operations Report
- D. Engineering Comments**
 - 1. Engineering Report
- E. Customer Service Comments**
 - 1. Customer Service Report
- F. Human Resource & Safety Comments**
 - 1. Human Resources Report
 - 2. Organizational Chart
- G. Finance Manager Comments**
 - 1. Interim Financial Statement
 - 2. Directors' Expense
 - 3. Check Register
 - 4. Water Purchases & Sales Summary
 - 5. RMWD Sewer Equivalent Dwelling Units (EDU's) Status

Mr. Kennedy explained the information in the handout provided on system demands.

Director Brazier stated she was delighted with the reports coming from Human Resources.

(*) - Asterisk indicates a report is attached.

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Motion:

To receive and file information and financial items.

Action: Receive and File, Moved by Director Stewart, Seconded by Director Walker.



Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Sanford, Director Walker, Director Brazier, Director Stewart.

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



Mr. Kennedy mentioned there may be an item for discussion regarding water rates.

Discussion returned to Item #5.

23. ADJOURNMENT - To Tuesday, October 25, 2016 at 1:00 p.m.

The meeting was adjourned with a motion made by Director Brazier to a regular meeting on October 25, 2016 at 1:00 p.m.

The meeting was adjourned at 5:04 p.m.

Dennis Sanford, Board President

Dawn M. Washburn, Board Secretary



SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING SEPTEMBER 22, 2016

- 9- 1. Monthly Treasurer's Report on Investments and Cash Flow.
The Board noted and filed monthly Treasurer's Report.
- 9- 2. Resolution for Integrated Regional Water Management Proposition 1 Planning Grant.
The Board adopted Resolution No. 2016-17 authorizing the General Manager to submit a 2016 Integrated Regional Water Management (IRWM) Proposition 1 planning grant application for \$250,000, accept the grant funds that are awarded, and enter into a contract to distribute the funds to the project sponsor.
- 9- 3. Professional services contract with PICA Pipeline Inspection and Condition Analysis Corp. (USA) for pipeline condition assessment of the La Mesa Sweetwater Extension pipeline.
The Board authorized the General Manager to award a professional services contract to PICA Pipeline Inspection and Condition Analysis Corp. (USA) for the condition assessment of approximately 5 miles of the La Mesa Sweetwater Extension pipeline, for a total not-to-exceed amount of \$401,170.
- 9- 4. Procurement contract with VAG USA LLC to purchase a plunger valve for the San Diego-12 Flow Control Facility.
The Board authorized the General Manager to award a contract to VAG USA LLC to purchase a plunger valve for the San Diego-12 Flow Control Facility, for a total not-to-exceed amount of \$375,000.
- 9- 5. Construction contract with Kiewit Infrastructure West Co. for the Carlsbad 6 Flow Control Facility project to replace the existing Carlsbad 1 facility.
The Board authorized the General Manager to award a construction contract to Kiewit Infrastructure West Co. in the amount of \$2,786,250 for the Carlsbad 6 Flow Control Facility project to replace the existing Carlsbad 1 facility.
- 9- 6. Settlement agreement with Traylor-Shea Joint Venture regarding San Diego Superior Court Case No. 37-2011-00092666-CU-BC-CTL.
The Board approved a settlement of the Traylor-Shea Joint Venture existing litigation that had been signed by Traylor-Shea with the following main substantive terms: Traylor-Shea will dismiss with prejudice its complaint, the Water Authority will pay Traylor-Shea \$35 million in settlement, and the Water Authority will dismiss its request for False Claims, with appropriate releases with certain carve-outs. Add \$9.7 million to the 2016/2017 CIP Appropriation.



- 9- 7. Amendment to the professional services agreement with WSA Marketing for continued implementation of the Qualified Water Efficient Landscaper (QWEL) training program.
The Board authorized the General Manager to execute an amendment to the professional services contract with WSA Marketing for \$100,000, increasing the authorized cumulative contract amount from \$146,500 to an amount not to exceed \$246,500, to continue implementation of the Qualified Water Efficient Landscaper (QWEL) training program through June 2017.

- 9- 8. A Resolution of Opposition to Proposition 53 – the No Blank Checks Initiative.
The Board adopted Resolution No. 2016-18 opposing Proposition 53, the No Blank Checks Initiative.

- 9- 9. Appointment and Confirmation of Director Elsa Saxod to the Metropolitan Water District of Southern California Board of Directors.
The Board adopted Resolution No. 2016-19 approving the appointment of Elsa Saxod as a representative of the San Diego County Water Authority on the Board of Directors of the Metropolitan Water District of Southern California.

- 9-10. Election of Board Officers for October 1, 2016 – September 30, 2018
The Board elected officers to the Board for a two-year term beginning October 1, 2016 as follows:
 - Chair: Mark Muir
 - Vice Chair: Jim Madaffer
 - Secretary: Gary Croucher

**MINUTES OF THE BUDGET AND FINANCE COMMITTEE MEETING
OF THE RAINBOW MUNICIPAL WATER DISTRICT
SEPTEMBER 13, 2016**

1. **CALL TO ORDER:** The Budget & Finance Committee meeting of the Rainbow Municipal Water District was called to order by Chairperson Stitle on September 13, 2016 in the Board Room of the District Office at 3707 Old Highway 395, Fallbrook, CA 92028 at 1:00 p.m. Chairperson Stitle presiding.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

Present: Member Stitle, Member Ross, Member Hensley, Member Clyde, Member Moss.

Also Present: General Manager Kennedy, Executive Assistant Washburn. Alternate Martinez.

One member of the public was present.

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

It was noted Item #11 would be delayed due to the report not being ready.

5. **PUBLIC COMMENT RELATING TO ITEMS NOT ON THE AGENDA (Limit 3 Minutes)**

There were no comments.

COMMITTEE ACTION ITEMS

6. **COMMITTEE MEMBER COMMENTS**

There were no comments.

*7. **APPROVAL OF MINUTES**

A. August 9, 2016

Mr. Clyde pointed out the adjournment should be two hours later than the time noted due to the recording stopping in the middle of the meeting as noted in the minutes.

Motion:

Approve the minutes as revised.

Action: Approve, Moved by Member Moss, Seconded by Member Hensley.

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

Ayes: Member Stitle, Member Ross, Member Hensley, Member Clyde, Member Moss.

8. DISCUSSION AND POSSIBLE ACTION REGARDING ASSET VALUATION

Mr. Kennedy explained the services to be provided by the consultant and asked if the Committee was comfortable with moving forward with a restatement of the District's balance sheet to reflect the numbers.

Mrs. Martinez talked about how a restatement could be done with the consultant having the proper certifications and documentation.

Discussion followed.

It was decided to wait until October to make a recommendation to the Board for consideration.

9. MONTHLY FINANCIAL REPORT

- A.** Balance Sheet
- B.** Financial Statement
- C.** Developer Update
- D.** Water and Sewer Sales Update
- E.** Cash Flow and Reserves Report

Mrs. Martinez reviewed each of the reports provided including noting the revisions, updates, means of showing additional information, and newly created reports to provide more detailed information.

Mr. Kennedy talked about trending and how the weather impacts water sales and usage.

Mrs. Martinez provided a developer update noting Golf Green Estates has begun, Pala Mesa Highlands has started some activity, and Horse Creek Ranch was still undecided as to when they will start.

10. REVIEW OF ADMINISTRATIVE CODE FINANCIAL POLICIES

- A.** Chapter 5.03

Mr. Kennedy suggested looking at the investment policies first and then the reserves policy.

It was determined the committee will look at the investment sections and be prepared to discuss these at the October committee meeting.

11. REVIEW DRAFT CAPACITY FEE STUDY

This item has been delayed per Item #4 herein.

12. UPDATE ON AUDIT PROCESS

Mrs. Martinez announced the auditors would be at RMWD the week of October 10, 2016.

13. DISCUSSION REGARDING 2017 WATER RATE CHANGES

Mr. Kennedy explained this was to discuss 30-day notices to be sent out in relation to any rate changes effective January, 2017. He talked about what these rate changes may be and how they would be in accordance with the 2016/2017 budget.

14. STRATEGIC PLAN UPDATE

Mr. Kennedy pointed out the review of the Administrative Code Sections mentioned in Item #10 was part of the strategic plan update.

Mrs. Martinez gave an update on Springbrook.

Discussion ensued.

15. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT SCHEDULED BUDGET AND FINANCE COMMITTEE MEETING

It was noted the asset valuation, administrative code policy review, draft capacity fee study, and water rate changes should be on the October agenda.

16. ADJOURNMENT

The meeting was adjourned with a motion made by Member Clyde and seconded by Member Hensley.

The meeting adjourned at 2:10 p.m.

Harry Stitle, Committee Chairperson

Dawn M. Washburn, Board Secretary

**MINUTES OF THE COMMUNICATIONS COMMITTEE MEETING
OF THE RAINBOW MUNICIPAL WATER DISTRICT
SEPTEMBER 12, 2016**

1. **CALL TO ORDER** – The Communications Committee Meeting of the Rainbow Municipal Water District on September 12, 2016 was called to order by Chairperson Daily at 3:33 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. Chairperson Daily, presiding.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

Present: Member Daily, Member Brazier, Member Kurnik, Member Kirby, Alternate Gray.

Absent: Member O'Leary.

Also Present: General Manager Kennedy, Executive Assistant Washburn.

Three members of the public was present.

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

There were no changes.

5. **PUBLIC COMMENT RELATING TO ITEMS NOT ON THE AGENDA**

Mr. Kennedy pointed out Hayden Hamilton was in the audience and was also on the ballot for the RMWD Board of Directors in the November 8, 2016 General Election.

Bob and Jennifer Hamilton introduced themselves to the Committee. Mrs. Hamilton noted their attendance was in response to the newsletter's request for customer input regarding the format changes to the customer bills.

Mr. Kennedy explained how the new bills will show exactly where any increases are implemented as well as a cost breakdown in other areas.

Mrs. Hamilton talked about how the example provided in the newsletter was poor due to the fact the two bills provided did not have the same amounts on them; therefore, causing the information given to appear less transparent. She suggested the newsletter better explain the information provided in the bill so that the reasons for the change are better understood.

Discussion ensued.

Mr. Kennedy offered to meet with Mr. and Mrs. Hamilton any time to talk about the relationship with water. He also suggested there be a more detailed article in the upcoming newsletter regarding the same.

COMMITTEE ACTION ITEMS

***6. APPROVAL OF MINUTES**
A. August 1, 2016

Motion:

To approve the minutes as written.

Action: Approve, Moved by Member Kirby, Seconded by Member Kurnik.

Vote: Motion passed (summary: Ayes = 4, Noes = 0, Abstain = 1).

Ayes: Member Daily, Member Brazier, Member Kurnik, Member Kirby.

Abstain: Member Gray.

7. COMMUNICATIONS PLAN

Mr. Daily suggested this item be listed as "Communications Plan/Topics" on future agendas.

Mrs. Gray reviewed the topics noting there were some adjustments made due to the relativity to the timeframe selected.

Mr. Kennedy pointed out the billing system change would not be completed until October or November in order to make sure the information provided on the bills are correct.

Mrs. Gray noted the next newsletter would continue to prepare the customers for the new look to their RMWD bills.

It was noted the asset management program would be pushed out to December.

Mr. Daily suggested staff contact the desalination coordinator to see if she has anything that could be used by RMWD in a future article on the desalination plant.

Discussion ensued.

Discussion ensued regarding local community events. Mr. Kennedy agreed with putting together the information regarding pop-ups and other materials to ready RMWD for participation in community outreach events.

Mr. Kennedy talked about how the website now has the ability to support customer surveys. It was noted staff should look into a means of showing the results of each survey.

Discussion ensued regarding strategic plan items including facilities tours.

8. REVIEW AND ANALYSIS OF RMWD RELATED MEDIA STORIES

Mr. Daily mentioned the recent article regarding RMWD's pump station. Discussion ensued.

Ms. Brazier noted the article regarding SDG&E having the highest utility taxes in nation.

9. DISCUSSION REGARDING THE OCTOBER JOINT MEETING WITH THE COMMUNICATIONS COMMITTEE AND BOARD OF DIRECTORS

Mr. Daily asked about the appropriate attire for the meeting as well as what the expectations were for the committee members at the meeting. It was noted the attire was business casual. Mr. Kennedy explained what efforts could be made by the committee to engage the Board in a two-way conversation regarding each other's expectations.

Mr. Kennedy said he and Mrs. Gray will work on a presentation together for the Committee to present at the joint meeting. He noted a draft would be presented to the committee at their next meeting. Discussion followed.

It was noted the joint meeting would be on October 25, 2016 at 1:00 p.m.

10. COMMITTEE MEMBER COMMENTS

There were no member comments.

Discussion ensued regarding updating Section 2.09 of the Administrative Code to include the involvement of alternates at all committee meetings.

11. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT SCHEDULED COMMUNICATIONS COMMITTEE MEETING

It was noted joint Board/Communications Committee Meeting preparation including a committee presentation as well as whether the November committee meeting should be postponed be on the next agenda.

12. ADJOURNMENT

Motion:

To adjourn.

Action: Adjourn, Moved by Member Kurnik, Seconded by Member Kirby.

Vote: Motion passed (summary: Ayes = 4, Noes = 0, Abstain = 1).

Ayes: Member Daily, Member Brazier, Member Kurnik, Member Kirby.

Abstain: Member Gray.

The meeting adjourned at 4:54 p.m.

Mike Daily, Committee Chairperson

Dawn M. Washburn, Board Secretary

**MINUTES OF THE ENGINEERING COMMITTEE MEETING
OF THE RAINBOW MUNICIPAL WATER DISTRICT
SEPTEMBER 7, 2016**

1. **CALL TO ORDER** – The Engineering Committee Meeting of the Rainbow Municipal Water District on September 7, 2016 was called to order by Chairperson Prince at 3:00 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. Chairperson Prince, presiding.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

Present: Member Prince, Member Stitle Member Taufer, Member Brazier, Member Ratican, Alternate Marnett

Absent: Member Murray, Member Kirby, Alternate Robertson,

Also Present: General Manager Kennedy, Associate Engineer Powers, Eng. Tech Rubio

There were no members of the public present.

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

There were no additions/deletions/amendments to the agenda.

5. **PUBLIC COMMENT RELATING TO ITEMS NOT ON THE AGENDA**

There were no comments.

COMMITTEE ACTION ITEMS

*6. **APPROVAL OF MINUTES**

A. August 3, 2016

Mr. Stitle recommended corrections to the minutes.

Motion: Accept the minutes pending corrections.

Action: Approve, Moved by Member Stitle, Seconded by Member Prince.

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

Ayes: Member Prince, Member Stitle, Member Taufer, Member Brazier, Member Ratican.

7. DISCUSSION AND POSSIBLE ACTION REGARDING WATER RECLAMATION PLANT PRE-DESIGN REPORT

Mr. Kennedy said the Water Reclamation Plant Pre-design Report was discussed at the Board Meeting and was also reviewed by Mr. Gillingham from Atkins. He said Mr. Gillingham's critique was that the report did not compare the cost against the baselines and shared concerns on the reliability of long term investment for water sales, generally avocados, for the next 30 years may be unreliable. He mentioned another aspect was the potential of entering into an indirect potable reuse project with Oceanside by continuing to send wastewater there and producing potable water without the risk of building the infrastructure. He said there was an upcoming meeting scheduled at the City of Oceanside to discuss the possibility of including the District in an upcoming study. Discussion ensued.

Mr. Taufer asked how the recycled water project would be funded. Mr. Kennedy responded the District would enter into a water purchase agreement with the City of Oceanside. He said the City of Oceanside would float bonds to pay for the infrastructure. He pointed out recycle water was not a commercial money maker unless it was used for cemeteries, golf courses or nurseries. He stated recycle water was a high risk project and prior to making an investment decision to add purple pipes there needs to be more review/studies to ensure the use of recycled water. Discussion ensued.

Mr. Ratican mentioned his concern regarding the environmental documents required regarding the river basin study and that there were time restrictions to consider, which could delay a study up to a year. Mr. Kennedy said staff would be looking into the timeline restrictions soon. Discussion ensued.

Mr. Kennedy concluded that the Water Reclamation Plant Pre-design Report overall was underwhelming. Ms. Brazier agreed saying it met very minimal standards. Discussion ensued.

8. HOUSEKEEPING THE COMMITTEE STRUCTURE

Ms. Brazier said the committees have been in existence since 2007 and the Administrative Code entries were made at that time with the intention of being amended as needed. She pointed out the Committee Section in the Administrative Code, which says "Only members of the committee are entitled to make second, or vote on any motion or other action of the committee." She said this has not been the practice lately. She explained they have been alternates making motions, voting and seconding, when it was very clear that only members were entitled to do so. She stated the practice in most committees has been, although it was not in the Administrative Code, that until and unless there was a lack of a quorum alternates remain alternates. Discussion ensued.

Motion: Recommend to the Board an examination of the Committee Section in the Administrative Code to clarify the role of the alternates on the occasions when they become members of the committee.

Action: Approve, Moved by Member Brazier, Seconded by Member Prince.

Mr. Kennedy suggested after the roll call of the committee meeting to establish the seating of the alternates. Mr. Prince agreed. Discussion ensued.

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

Ayes: Member Prince, Member Stitle, Member Taufer, Member Brazier, Member Ratican.

9. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT SCHEDULED ENGINEERING COMMITTEE MEETING

The following items were suggested for next month:

- Update on the discussions with Oceanside.
- Board decision on the committee structure.
- Capacity fee update.
- Space planning study.

10. ADJOURNMENT

Motion: To adjourn the meeting.

Action: Adjourn, Moved by Member Brazier, Seconded by Member Stitle.

Timothy Prince, Committee Chairperson

Dawn M. Washburn, Board Secretary



BOARD ACTION

BOARD OF DIRECTORS

October 25, 2016

SUBJECT

CONSIDER AWARDING PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL BACKFLOW TESTING & REPAIR SERVICES AS PART OF RAINBOW MUNICIPAL WATER DISTRICT (RMWD) CROSS-CONNECTION CONTROL PROGRAM

DESCRIPTION

Staff operates an established Cross-Connection Control Program tracking the installation and testing of all service protection backflow assemblies within the District's service area. A cross-connection is any point in a plumbing system where a drinking water system is directly connected, or has the potential to be connected, to a non-potable water source or substance that is not part of the public drinking water supply.

Staff requests approval to enter into a three-year Professional Services Agreement to provide backflow testing and repair services to the District for approximately 4,705 customer-owned devices. This contract would facilitate backflow testing at a significantly reduced rate per assembly and increase the accuracy and efficiency of staff time associated with sending residential notifications, tracking results and database management. Costs associated with the program are included in monthly bills for customers with approved assemblies. In the absence of a RMWD-managed contract, residents would be required to individually solicit testers which the cost could be up to 50% higher and this cost would be dependent upon the backflow device size. If they were to opt-out of the program, the customer will be subjected to submit the backflow test results to the District for tracking purposes.

BACKGROUND

RMWD is required to meet or exceed Federal and State regulations pertaining to cross-connection issues by ensuring all backflow devices are tested on an annual basis. RMWD Staff solicited competitive price quotes from five local qualified contractors to provide annual testing of residential and commercial backflow assemblies. Only two out of the five quotations were submitted and received from Palomar Backflow and Temecula Valley Backflow, Inc. A selection committee was created, made up of RMWD Staff who closely reviewed the only two submitted proposals. Staff determined Temecula Valley Backflow would best serve the interests of the District based on a scoring matrix taking into account certain criteria outlined on the original RFP. Criteria for selection included the following program considerations: requirements/qualifications, detailed scope of services, and program team/schedule. The cost proposals were withheld from the selection committee so that the selection was based on the merits of the proposal rather than the price. As it turned out, Temecula Valley Backflow's technical proposal was determined to be superior by all reviewers and it was lower than the other proposal by \$94,828 which was based on a cost breakdown per device for 4,705 devices. This three-year contract has been reviewed/approved by the District's General Counsel.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Five: Customer Service – RMWD provides reliable, quality water and water reclamation to our customers. The District also provides top quality customer service by meeting customer needs, being responsive, providing timely communication and being financially responsible. RMWD has established backflow testing and repair policy requirements under Administrative Code Section 8.20 in order to provide for an ongoing program of cross-connection control which systematically and effectively prevents for any contamination or pollution of the District’s potable water system. This program identifies, eliminates, and controls existing and potential cross-connections.

BOARD OPTIONS/FISCAL IMPACTS

Based on the backflow testing proposal costs provided by Temecula Valley Backflow, the anticipated annual total expense to RMWD is approximately \$223,535. RMWD’s approved budget for the Backflow Testing & Repair Program is \$230,050 which accounts for testing and repairing of approximately 4,705 customer-owned backflow devices only. Funding for this program can be found in RMWD’s Fiscal Year 2016/17 Annual Operating Budget under GL Account No. 01-35-63404 for Annual Certification and Maintenance.

It should be noted here that this doesn’t include any of the District administrative labor, postage, vehicles, and other costs associated with the Cross-Connection Control Program which accounts for approximately an additional \$50,000 annually and charged to a different GL Account No. 01-35-56101. In return, the total revenue to the District in which customers pay into the program is approximately \$233,367. The costs of the program exceed the revenues by approximately \$40,168. Under Prop 26 and Prop 218, the cost of the backflow program must be paid for by those who receive the services.

Provided below is the approved budget for RMWD’s Backflow Testing Program, an expense cost breakdown proposal from Temecula Valley Backflow and RMWD’s monthly revenue for backflow charges that each customer is currently paying on their monthly bills within the program. Also provided below is a chart including historical rate increase changes on backflow charges to the customers by device size dating back from January of 2005 to present. The next round of rate changes in 2017 will increase the backflow rate charges in order to offset program expense costs of \$40,168.

		FY 2015		FY 2016		FY 2017		% Change
GL Account	Description	Actuals		Adopted		Proposed		From 15-16
01-35-63404	Backflow Program	\$179,736.00		\$230,050.00		\$230,050.00		0%

BACKFLOW TESTING PROPOSAL COST vs RMWD BACKFLOW CHARGES

EXPENSE COST OF PROPOSAL FROM TEMECULA VALLEY BACKFLOW, INC.			
SIZE	COST PER ANNUAL TEST	BACKFLOWS	TOTAL COST
5/8	\$ 47.00	4	\$ 188.00
3/4	\$ 47.00	616	\$ 28,952.00
1	\$ 47.00	2,511	\$ 118,017.00
1-1/2	\$ 47.00	913	\$ 42,911.00
2	\$ 47.00	601	\$ 28,247.00
3	\$87.00	27	\$ 2,349.00
4	\$ 87.00	21	\$ 1,827.00
6	\$ 87.00	10	\$ 870.00
8	\$ 87.00	2	\$ 174.00
		4705	\$ 223,535.00

RMWD REVENUE FOR BACKFLOW CHARGES				
SIZE	RMWD MONTHLY CHARGE	ANNUAL CHARGE	BACKFLOWS	TOTAL CHARGES
5/8	\$ 3.75	\$ 45.00	4	\$ 180.00
3/4	\$ 3.75	\$ 45.00	616	\$ 27,720.00
1	\$ 3.75	\$ 45.00	2,511	\$ 112,995.00
1-1/2	\$ 4.50	\$ 54.00	913	\$ 49,302.00
2	\$ 5.00	\$ 60.00	601	\$ 36,060.00
3	\$ 7.50	\$ 90.00	27	\$ 2,430.00
4	\$ 10.00	\$ 120.00	21	\$ 2,520.00
6	\$ 15.00	\$ 180.00	10	\$ 1,800.00
8	\$ 15.00	\$ 180.00	2	\$ 360.00
			4705	\$ 233,367.00

1/1/2005 – 12/31/2008		1/1/2009 – 6/30/2011		7/1/2011 – 12/31/2013		1/1/2014 – 12/31/2016		Proposed Rate Increase to Be Determined for 1/1/2017	
Backflow Charge (Monthly)		Backflow Charge (Monthly)		Backflow Charge (Monthly)		Backflow Charge (Monthly)		Backflow Charge (Monthly)	
5/8"	\$2.10	5/8"	\$2.50	5/8"	\$3.25	5/8"	\$3.75	5/8"	TBD
3/4"	\$2.10	3/4"	\$2.50	3/4"	\$3.25	3/4"	\$3.75	3/4"	TBD
1"	\$2.10	1"	\$2.75	1"	\$3.50	1"	\$3.75	1"	TBD
1 1/2"	\$2.50	1 1/2"	\$3.50	1 1/2"	\$4.25	1 1/2"	\$4.50	1 1/2"	TBD
2"	\$2.50	2"	\$3.75	2"	\$4.50	2"	\$5.00	2"	TBD
3"	\$5.00	3"	\$7.50	3"	\$7.50	3"	\$7.50	3"	TBD
4"	\$6.70	4"	\$10.00	4"	\$10.00	4"	\$10.00	4"	TBD
6" & 8"	\$10.00	6" & 8"	\$15.00	6" & 8"	\$15.00	6" & 8"	\$15.00	6" & 8"	TBD

STAFF RECOMMENDATION

Staff recommends to the Board the following courses of action options:

- 1) Authorize General Manager to award a three-year service contract for backflow testing and repair to Temecula Valley Backflow, Inc.
- 2) Reject all proposals and request additional information.
- 3) Do nothing and direct RMWD Staff to come up with a different approach or contract.
- 4) End the Program and have the customers resume responsibility of having their backflow devices tested annually.

Darren S. Milner

Darren S. Milner
Operations Manager

10/25/2016



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

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: ANNUAL BACKFLOW PREVENTION DEVICE TESTING AND REPAIR SERVICES ("the "Project")
Contract No. _____**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the RAINBOW MUNICIPAL WATER DISTRICT, a municipal water district, hereinafter designated as "DISTRICT", and Temecula Valley Backflow, Inc., a California corporation hereinafter designated as "SPECIALIST."

RECITALS

- A.** DISTRICT desires to obtain Professional Field Services from an independent contractor for the above-named Project.
- B.** SPECIALIST has submitted a proposal to provide professional services for the DISTRICT in accordance with the terms set forth in this Agreement.
- C.** DISTRICT desires to contract with SPECIALIST as an independent contractor and SPECIALIST desires to provide services to DISTRICT as an independent contractor.
- D.** SPECIALIST 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 SPECIALIST.

- 1.1** The professional services to be performed by SPECIALIST shall consist of the following: The total value of this contract is based upon approximately 5,000 backflow devices to be tested and repaired annually within the District. Anticipated labor and parts have been incorporated into the testing fees needed to repair these devices. All work shall be performed during business hours of 8:00 am through 4:00 pm, Monday - Friday, unless arrangements have been made with the customer. All failing devices in need of repairs will be expected to include rebuild kits and any internal removable parts. Due to high

pressures within the District, necessary equipment is recommended to ensure devices are tested properly. Weekly District updates will be required while monthly reports will need to be submitted via email to the District within the first week of the following month. The scope of services is more particularly defined in Exhibit "A" and "B", attached and made a part hereof. Any additional services must be agreed to by the parties in writing as set forth in Section 19, as an amendment to this Agreement.

- 1.2 In performing the services set forth in this Agreement including Exhibit "A", SPECIALIST shall work closely with the DISTRICT'S General Manager and staff in performing the services in accordance with this Agreement in order to receive clarification as to the result that the DISTRICT expects to be accomplished by SPECIALIST. The General Manager shall be the DISTRICT'S authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement.
- 1.3 SPECIALIST 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 the DISTRICT. This means SPECIALIST 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 Performance of work under this Agreement shall be in accordance with the fee schedule outlined in Exhibits "A" and "B" unless otherwise modified in writing as set forth in Section 19. Failure by SPECIALIST to strictly adhere to these timing requirements may result in termination of this Agreement by the DISTRICT.
- 2.3 SPECIALIST 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 SPECIALIST'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 SPECIALIST'S control.
- 2.4 For all time periods not specifically set forth herein, SPECIALIST shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand delivery, e-mail or mail.
- 2.5 The term of this Agreement will be for 3 years commencing on the date of execution. The District, at its sole discretion, may extend this Agreement by written notice within 14 days before the date of termination.

3. STUDY CRITERIA AND STANDARDS.

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

4. INDEPENDENT CONTRACTOR.

4.1 SPECIALIST'S relationship to the DISTRICT shall be that of an independent contractor in performing all services hereunder. The DISTRICT shall not exercise any control or direction over the methods by which CONTRACTOR shall perform its services and functions. The 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 SPECIALIST or its employee(s) pursuant to this Agreement shall be construed to make SPECIALIST or its employee(s) the agent, employee or servant of the DISTRICT. SPECIALIST and its employee(s) are not entitled to receive from the 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 SPECIALIST 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 SPECIALIST or its employee(s). SPECIALIST agrees to indemnify, defend and hold the DISTRICT harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) the DISTRICT suffers as a result of SPECIALIST'S failure comply with the foregoing.

4.3 SPECIALIST shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. SPECIALIST shall report to the DISTRICT any and all employees, agents, and subcontractors performing work in connection with this Agreement, and all shall be subject to the approval of the DISTRICT.

4.4 SPECIALIST shall have no authority, express or implied, to act on behalf of the DISTRICT as an agent, or to bind the DISTRICT to any obligation whatsoever, unless specifically authorized in writing by the General Manager. If SPECIALIST'S services relate to an existing or future DISTRICT construction contract, SPECIALIST 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.

By SPECIALIST'S signature hereunder, SPECIALIST certifies that SPECIALIST is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and SPECIALIST will comply

with such provisions before commencing the performance of the services pursuant to this Agreement.

6. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE.

- 6.1** To the extent and in any manner permitted by law, SPECIALIST shall defend, indemnify, and hold DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from any liability from claims, demands, loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of, related to or incident to, in whole or in part, any act or omission of SPECIALIST, including SPECIALIST'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. All officers, agents, employees and subcontractors, and their agents, who are employed, contracted or otherwise utilized by SPECIALIST to perform services under this Agreement, shall be deemed officers, agents and employees of SPECIALIST. The foregoing indemnity, hold harmless and defense obligation of SPECIALIST 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, SPECIALIST shall defend, indemnify and hold the DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from and against any and all claims, demands, 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 this Agreement, any assertion that any of the materials, services, hardware or software provided by SPECIALIST to the DISTRICT ("Specialist Products") or the use thereof infringes any patent, copyright or proprietary right of any third party, or the violation of any governmental law or regulations, compliance with which is the responsibility of SPECIALIST.
- 6.3** SPECIALIST shall defend, at SPECIALIST'S own cost, expense and risk, any and all such aforesaid claims, demands, suits, actions or other legal proceedings of every kind that may be brought or instituted against the DISTRICT or the DISTRICT'S directors, officers, employees, authorized volunteers and agents, and each of them. The DISTRICT shall be consulted regarding and approve of the selection of defense counsel. Should separate counsel be necessary for the DISTRICT, as determined by the DISTRICT, SPECIALIST shall be responsible to pay for the reasonable attorneys' fees and costs including expert fees, as such fees and costs are incurred, for the DISTRICT'S legal counsel in addition to SPECIALIST'S own legal fees and costs. In all circumstances, DISTRICT retains the right to retain its own attorneys.
- 6.4** SPECIALIST 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, demands, suits, action or other legal proceeding. SPECIALIST shall not agree without the DISTRICT'S prior written consent, to any settlement which would require the 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 the Specialist Products.

- 6.5 SPECIALIST shall reimburse DISTRICT and its directors, officers, employees, authorized volunteers and agents, and each of them, for any and all 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 SPECIALIST 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 SPECIALIST'S indemnification, hold harmless and defense obligations. SPECIALIST'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 SPECIALIST, subcontractor, supplier or other person under workers' compensation acts, disability acts or other employee acts or the insurance required by this Agreement. SPECIALIST'S indemnification, hold harmless and defense obligation shall not be restricted to insurance proceeds, if any received by the DISTRICT or its directors, officers, employees, authorized volunteers or agents.
- 6.7 SPECIALIST'S indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

7. LAWS, REGULATIONS AND PERMITS.

- 7.1 SPECIALIST 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. SPECIALIST shall be liable for and bear all costs resulting from, any violations of the law in connection with services furnished by SPECIALIST.
- 7.2 SPECIALIST 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) SPECIALIST 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 services, including without limitation, payroll recordkeeping requirements. SPECIALIST 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 and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov/dslr>. Copies of the prevailing rate of per diem wages may be accessed at DISTRICT'S administrative office, and shall be made available upon request. SPECIALIST shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the services described in this Section 7.2 of the Agreement available to interested parties upon request, and shall post and maintain copies at SPECIALIST'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, SPECIALIST 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 SPECIALIST, or any subcontractor under SPECIALIST, in violation of Prevailing Wage Laws. SPECIALIST shall defend, indemnify and hold the DISTRICT, its directors, officers, directors, employees, agents and authorized volunteers, and each of them, free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of SPECIALIST or its subcontractors to comply with Prevailing Wage Laws.

- b) SPECIALIST 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 SPECIALIST 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. SPECIALIST 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. SPECIALIST 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 SPECIALIST.
- c) Eight (8) hours of work shall constitute a legal day's work. SPECIALIST 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 SPECIALIST 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 SPECIALIST 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) SPECIALIST'S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by SPECIALIST or any of SPECIALIST'S subcontractors. If applicable to the services performed under this Agreement, SPECIALIST 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) SPECIALIST 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 the 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, 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.

- f) SPECIALIST shall require any subcontractors performing services described in this Section 7.2 of the Agreement to comply with all of the requirements stated in this this Section 7.2, including the subsections thereunder.

8. SAFETY.

SPECIALIST shall execute and maintain SPECIALIST'S services so as to avoid injury or damage to any person or property. In carrying out SPECIALIST'S services, SPECIALIST 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

SPECIALIST 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 SPECIALIST, its agents, representatives, employees or subcontractors. Claims made policies shall not satisfy these insurance requirements unless SPECIALIST notifies DISTRICT and obtains DISTRICT'S prior written consent to the use of such claims made policies.

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

- a) Coverage for Professional Liability appropriate to SPECIALIST'S profession covering SPECIALIST'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 - SPECIALIST 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 the 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 INSURANCE PROVISIONS. The insurance policies are to contain, or be endorsed to contain the following provisions:

- a) The 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 SPECIALIST; and with respect to liability arising out of services or operations performed by or on behalf of SPECIALIST 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 SPECIALIST'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 the DISTRICT, its directors, officers, employees, or authorized volunteers.
- b) For any claims related to the services provided hereunder, SPECIALIST'S insurance shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the 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 the 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), SPECIALIST shall notify the DISTRICT prior to any changes.

- e) All of the insurance shall be provided on policy forms satisfactory to the 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. SPECIALIST hereby agrees to waive rights of subrogation which any insurer of SPECIALIST may acquire from SPECIALIST by virtue of the payment of any loss. SPECIALIST 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 SPECIALIST, 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 the DISTRICT. At the option of the 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 the DISTRICT.

9.6 EVIDENCES OF INSURANCE. Prior to execution of this Agreement, SPECIALIST shall furnish the 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 the District before services commence. However, failure to obtain the required documents prior the services beginning shall not waive SPECIALIST'S obligation to provide them.

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

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

10. NO CONFLICT OF INTEREST.

If SPECIALIST is providing services related to a DISTRICT project, SPECIALIST shall not be financially interested in any other contract necessary for the undertaking of the project. For the limited purposes of interpreting this section, SPECIALIST 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 SPECIALIST 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 SPECIALIST.

11. OWNERSHIP OF DOCUMENTS AND MATERIALS.

All documents, diskettes, drawings, reports and specifications, including details, computations, and other documents and materials, prepared or provided by SPECIALIST under this Agreement shall be furnished to and become the property of the DISTRICT. The DISTRICT agrees to hold the SPECIALIST free and harmless from any claim arising from any use, other than the purpose intended, of the documents and materials prepared or provided by SPECIALIST. SPECIALIST may retain a copy of all material produced by SPECIALIST under this Agreement for the purpose of documenting their services.

12. CONFIDENTIAL INFORMATION.

Any written, printed, graphic, or electronically or magnetically recorded information furnished by the DISTRICT for SPECIALIST'S use are the sole property of the DISTRICT. SPECIALIST 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 the DISTRICT'S prior written approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to SPECIALIST'S employees, agents and subcontractors. On termination or expiration of this Agreement, SPECIALIST shall promptly return any such confidential information in its possession to the DISTRICT.

13. COMPENSATION.

13.1 For services performed by SPECIALIST in accordance with this Agreement, DISTRICT shall pay SPECIALIST on a time and materials basis and in accordance with the price of annual test and repair if necessary to pass test which includes breakdown of backflow size per the schedule of billing rates set forth in Exhibits "A" and "B", attached hereto and incorporated herein by reference. At the end of the test year, if the overall repair rate exceeds 8% for all District backflow devices, the Specialist will invoice the District separately for any repairs above the 8% per the schedule of billing rates set forth in Exhibit "B", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement. SPECIALIST'S compensation for all services performed in accordance with this Agreement shall not exceed the total contract price of **\$230,050.** No services shall be performed by SPECIALIST in excess of the total contract price without prior written approval of the General Manager. SPECIALIST shall obtain approval from the General Manager prior to performing any services that result in incidental expenses to DISTRICT.

13.2 SPECIALIST 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 SPECIALIST'S accounting records shall be made available to the DISTRICT Accounting Manager, for verification of billings, within a reasonable time of the Accounting Manager's request for inspection.
- 13.4 SPECIALIST shall submit monthly invoices to DISTRICT. DISTRICT shall make partial payments to SPECIALIST 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 SPECIALIST 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 SPECIALIST is not complying with the terms of this Agreement, the DISTRICT shall give written notice of the default (with reasonable specificity) to SPECIALIST and demand the default to be cured within ten (10) calendar days of the notice.
- 14.2 If SPECIALIST 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 SPECIALIST fails to give adequate assurance and due performance within ten (10) calendar days of the notice, the DISTRICT may immediately terminate this Agreement upon written notice to SPECIALIST.
- 14.3 In the event of a material breach of any representation or term of this Agreement by SPECIALIST that is not curable or results in a threat to health or safety, the DISTRICT may immediately terminate this Agreement by providing written notice and without a cure period.
- 14.4 Upon termination, the DISTRICT shall pay SPECIALIST for any services completed up to and including the date of termination of this Agreement, minus any costs reasonably incurred by the DISTRICT related SPECIALIST'S services under this Agreement, in accordance with Section 13 regarding compensation. The DISTRICT shall be required to compensate SPECIALIST 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 the SPECIALIST'S duties be delegated or subcontracted, without the express prior written consent of the DISTRICT. Any attempt to assign or delegate this Agreement without the express written consent of the DISTRICT shall be void and of no force or effect. Consent by the 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 the DISTRICT or as part of any audit of the DISTRICT, for a period of three (3) years after final payment under the Agreement. SPECIALIST shall cooperate with any such examination or audit at no cost to the DISTRICT.

17. ENTIRE AGREEMENT.

This Agreement, and the attached Exhibits "A" and "B", comprise the entire integrated understanding between the DISTRICT and SPECIALIST 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 the DISTRICT.
- 18.2** SPECIALIST 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 first be 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 to 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) calendar 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 to 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. The DISTRICT and SPECIALIST agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. The DISTRICT and SPECIALIST 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:

**SPECIALIST: Temecula Valley Backflow, Inc.
PO Box 890068
Temecula, CA 92589
Phone: (951) 699-4420**

**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 and warrants 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. ATTORNEYS' 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.

TEMECULA VALLEY BACKFLOW, INC.

RAINBOW MUNICIPAL WATER DISTRICT

By _____
SPECIALIST

By _____
GENERAL MANAGER

Date: _____

Date: _____

Federal Employer ID #

Attest: Executive Secretary

Approved as to Form:
General Counsel

NOTARY ACKNOWLEDGEMENT OF SPECIALIST MUST ACCOMPANY THIS DOCUMENT

EXHIBIT "A"

PRICE BREAKDOWN

<u>Backflow Size:</u>	Price of Annual Test and Repair If Necessary to Pass Test
3/4"	\$ 47.00
1"	\$ 47.00
1 1/4"	\$ 47.00
1 1/2"	\$ 47.00
2"	\$ 47.00
3"	\$ 87.00
4"	\$ 87.00
6"	\$ 87.00
8"	\$ 87.00

WILKINS 975	Anticipated charges	Labor	Check Rubber for both checks	Disk Holder	CK Seat	RV Rubber Kit	RV Upper Plunger	Total if all parts are needed
.5	\$75 (30 min, 1 tech)		52	29	32	43	29	260
.75	\$75 (30 min, 1 tech)		41	17	15	31	16	195
1.0	\$75 (30 min, 1 tech)		41	17	15	31	16	195
1.5	\$75 (30 min, 1 tech)		49	22	26	55	30	257
2.0	\$75 (30 min, 1 tech)		49	22	26	55	30	257
3-5	225 (1.5 hrs, 1 tech)		151 (4 inch)			92	30	498
6-8	450 (2.5 hours, 2 tech)		247 (6 inch)			112	30 (6 inch)	839

FEBCO 825	Anticipated charges	Labor	Check Rubber for both checks	Disk Holder	Check Seat	RV Rubber Kit	RV Mainstem	Total if all parts are needed
.75	\$75 (30 min, 1 tech)		35	46	62	51	51	320
1.0	\$75 (30 min, 1 tech)		35	46	62	51	51	320
1.5	\$75 (30 min, 1 tech)		48	62	79	77	93	434
2.0	\$75 (30 min, 1 tech)		48	62	79	77	93	434
3-5	225 (1.5 hrs, 1 tech)		224 (4 inch)			235 (4 inch)	151	835
6-8	450 (2.5 hours, 2 tech)		298 (6 inch)			235 (6 inch)	151	1134

Labor rates:

\$150/hr for 1 technician, billed in tenths of an hour (6 minute increments)

\$180/hr for 2 technicians, billed in tenths of an hour (6 minute increments)



BOARD ACTION

BOARD OF DIRECTORS

October 25, 2016

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO ACCEPT A SERVICE LEVEL AGREEMENT WITH NEOGOV FOR PERFORMANCE MANAGEMENT, ONBOARDING, AND APPLICANT TRACKING SOFTWARE

BACKGROUND

Performance Management

Performance Evaluations are a key element to providing employees with structured feedback on an annual basis, goals for the following year, and the foundation for annual merit increases according to the District's MOUs. Despite their importance, it is a constant struggle to deliver them by their due date. The District has struggled with on-time delivery for years which has previously resulted in providing employees with additional compensation for late delivery. The current MOUs call for employees to appeal to the General Manager when their Evaluations are more than 14 days late. In fiscal year 2015-16, we averaged 41 days' late delivery of performance Evaluations. We have been improving in recent months, but we are far from achieving the on-time goal. Several challenges are contributing to the chronic delays:

- **Time-consuming process:** Our current Evaluations require the reviewers to draft narratives from scratch for each section of each review as well as list performance examples to support the ratings. Remembering specific examples from throughout the year can be a challenge. Superintendents rely on input from Crew Leaders who have more opportunities to observe employee performance first-hand. Most performance examples end up being the most recent events the Manager can remember, which can skew the results of the evaluation. Annual goals are tracked in the original Word file, which is cumbersome, lacks immediate visibility, and time-consuming to update.
- **Cumbersome workflow:** Evaluations are saved in a network folder for each employee. The Manager or Superintendent notifies Human Resources via email when the Evaluation is ready for approval. The Human Resources Manager reads through the document and makes margin comments where there are issues to address, such as vague or missing examples, contradictory or inconsistent ratings across work groups. After the Human Resources Manager completes the review, an email is sent to the General Manager to notify him it is ready for his comments. The General Manager's involvement gives him insight into the operational details at all levels and areas of the District, as well as the strengths and weaknesses of individual reviewers and employees.
- **Multiple rounds of revisions:** Though the District's reviewers have been to various performance documentation training sessions, writing Evaluations is a skill that requires time and practice to master, with close guidance through the process. Most District Evaluations require 1-3 rounds of revisions to get a narrative and goals approved by the Human Resources Manager and General Manager to ensure legally compliant and equitable evaluations across reviewers. Communication between each round takes place via email and can easily get lost or mixed in with other emails. Some reviews require a meeting to discuss specific issues and how to address them in the document. On average it is taking 30 days from the first draft to final approval of Evaluations.

Employee Communications and Document Hubs

Our current onboarding process includes a large volume of paper-based forms, online safety training assignments, and other software training dependent upon the position. In addition, each department and employee association has its own set of documents that employees need to access regularly. Currently, there is no centralized location or workflow tracking process to manage the onboarding and employee communication process. Documents are stored on the network in multiple folders that can make it difficult to locate needed documents, or for employees to have visibility of what already exists to avoid re-doing work.

Job Descriptions and Applicant Tracking

Our job descriptions are currently maintained on individual Word documents, and many need to be updated. We have no central database of job descriptions or efficient way to compare job levels, hiring or promotional requirements, essential functions, the scope of duties and salary grades to other agencies. This capability would be very useful when updating job descriptions and conducting class and compensation studies.

Our application process is currently managed entirely manually. We have a minimal careers page on the District website, which is updated when new positions become available. We currently have no way of gathering a “lead list” of potential future applicants who are interested in working for the District which would increase the quantity and quality of applicants. Applicants apply via email or a printed PDF application which is time-consuming for applicants and reduces the number of candidates who apply.

The Human Resources Manager screens them individually based on the hiring criteria with no automated system to filter out unqualified applicants and ensure optimal legal compliance. Communication with candidates who have not been selected to move forward in the process is all conducted individually with each candidate, which is very time consuming for the Human Resources Manager with up to 100 applicants per job. We have no automated reporting capabilities; therefore, the Human Resources Manager spends time manually tracking data in Excel such as application sources, quality of applicants, return on advertising spend, and cost per hire.

DESCRIPTION

NEOGOV

NEOGOV offers cloud-based human resource management software and HR systems designed specifically for government agencies. The three core product offerings would directly address our current inefficient processes in the areas of performance management, onboarding, employee communications, job description development, employment branding, and applicant tracking.

Module 1: Perform

The performance management module will allow us to collect and aggregate information about our employees' performance in a way that is easily accessible and useful to both employees and management as a tool to drive performance improvement and compliance. Key features and benefits include improved reporting, compliance, reduced paperwork, and more efficient workflows:

- It is entirely customizable to our Evaluation system, with the ability for employee input, peer input, and multi-rater input with automated workflow and approvals process.
- Journal Entries that employees, Crew Leaders, Superintendents and Managers can use to record events throughout the year that will automatically populate in the year-end review.

- Writing Assistant tool that includes pre-approved phrases that reviewers can include, which will reduce the time to draft as well as the time to approve and finalize Evaluations.
- Goal Tracking that will allow us to cross-reference goals that are shared between multiple employees and track aggregate progress towards organizational goals.
- Dashboards and reporting tools to identify performance trends across departments within the District, to ensure a fair and unbiased process and identify competency gaps and training needs.

Module 2: Onboard

The Onboard module is an online employee portal that will allow all employees (not just new hires) to be more productive by streamlining employee communications. It allows for electronic signatures, assignment lists, approvals workflow, online fillable forms, customized departmental forms and tabs, and a centralized hub for links to internal and online resources for training and frequently accessed documents.

Module 3: Insight

The Insight module automates the entire hiring and selection process. It is customizable to meet our exact needs with features that include:

- Database of job descriptions and salary ranges at other public agencies.
- Careers page on our website with online job postings and interest cards (lead list of interested potential future applicants).
- Electronic application process and a self-service portal that would increase response rates and reduce Human Resources time to process applications by 37 – 77% (according to NEOGOV).
- Screening, testing and interview tools that can reduce time-to-hire by 33% (according to NEOGOV)
- Standardized and ad-hoc reporting tools to help ensure compliance and better decision making.

Available Discount for Joint Implementation with FPUD

In collaboration with Fallbrook PUD, the Human Resources Manager has negotiated a \$5,000 discount on the implementation fees with NEOGOV if both agencies implement all three modules of the software. Each agency would have an autonomous contract with NEOGOV, and would not have any obligation to the other agency in any way. We will not be required to share the software itself, or to have synchronized implementation timelines, but we will have the option to attend joint training sessions during the implementation process when it is operationally efficient for both agencies. The Service Level Agreement presented for approval reflects these negotiated discounted implementation fees.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Workforce Development – Recruit, develop, and retain a highly skilled and knowledgeable workforce that is experienced, up-to-date, creative, and loyal to the District and its customers.

BOARD OPTIONS/FISCAL IMPACTS

The Service Level Agreement under consideration includes implementation and training fees that would apply to the first-year expenses only, as well as annual software licensing fees that are recurring.

First-year fees include:

Implementation and Training	\$6,500
Software Licensing	\$10,872
TOTAL FIRST YEAR IMPACT:	\$17,372

Recurring annual costs would be \$10,872 for the software license.

Though this expense was not anticipated during the budget development and approval cycle, we do have the funds available due to significantly lower worker's compensation insurance costs than expected. The budget allocated \$180,000 in Worker's Compensation insurance for the year, but due to our favorable experience modification rate and credits with SDRMA, our actual expense was only \$120,000.

1. Authorize the General Manager to execute the Service Level Agreement with NEOGOV as presented, with all three modules and the negotiated discounted implementation fees.
2. Authorize the General Manger to execute an agreement for only one or two modules, and forego the discount for implementation with FPUD.
3. Do not authorize the licensing and implementation of NEOGOV software.

STAFF RECOMMENDATION

All Managers, Superintendents, and the IT Administrator have previewed the software and jointly recommend Option One.

Karleen Harp

Karleen Harp
Human Resources Manager

October 25, 2016

Service Agreement

THIS ONLINE SERVICES AGREEMENT (this “Agreement”) is made and entered into this 23rd day of September, 2016, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a “NEOGOV”), and the **Rainbow Municipal Water District, California** a public entity acting by and through its duly appointed representative (“Customer”).

1. Provision of Online Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the “Services”) more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder.

(b) NEOGOV shall implement and maintain a Project Change process and associated Change Control Document (CCD) to manage and approve any changes to the Order Form and/or Order Details as herein described. The CCD will include the reason for the change, a complete description of work to be performed, an estimate of time to complete the task, associated costs, a completion date for the CCD Statement of Work and an impact analysis indicating ramifications or impacts to the overall project. No work within the CCD shall be performed by NEOGOV without Customer approval.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer’s use of the Services and the performance of Customer’s other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV’s system.

4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Customer marks may both be displayed on and through NEOGOV’s system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement. NEOGOV’s logos, including the “powered by” logo, will appear on the “employment opportunities”, “job description” and other NEOGOV hosted pages.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV’s software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV’s software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV’s trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer’s standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of __CA__, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality,



performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the initial term(s) and restrictions provided in Exhibit A (Order Form); provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. **Term and Termination.**

(a) This Agreement shall commence as of the date hereof and remain in effect in accordance with the term(s) and restrictions in Exhibit A (Order Form), unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of last date of use (and provided within notification of termination of this Agreement), NEOGOV shall provide Customer with either read only access or a dedicated data file from the Insight system (flat file format). The dedicated data files will be comprised of Customer's standard data contained in NEOGOV's Insight system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

10. **Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

(c) NEOGOV acknowledges that all invoices shall be delivered to the stated "Bill To" party on the Order Form Below. In the event that the "Bill To" party is unable to pay any invoice, Customer acknowledges that is shall be responsible for payment to NEOGOV or may terminate this agreement.

(d) Customer will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income, or those exempt by state law. Customer shall provide NEOGOV within ten (10) days of request of such exemption.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the



interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous.**

(a) Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of CA, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

(b) *Severability.* If any provision of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

GovernmentJobs.com, Inc., a California corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____



Order Form

Customer:

Bill To:

Rainbow Municipal Water District (CA)	<u>Attention To:</u> Karleen Harp <u>Address:</u> 3707 Old Hwy 395 Fallbrook, CA 92028 <u>Phone:</u> (760) 728-1178 ext. 138 <u>E-mail:</u> kharp@rainbowmwd.com
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<u>Quote Date:</u>	9/22/2016
<u>Valid From:</u>	9/22/2016
<u>Valid To:</u>	11/30/2016
<u>Requested Service Date:</u>	TBD
<u>Initial Term:</u>	12 Months

Order Summary

Annual Recurring Fees

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost</u>
1.	Insight Enterprise Edition (IN) IN License	\$3,500.00
2.	GovernmentJobs.com Job Posting Subscription (GJC) GJC License (Optional: \$750.00)	N/A
3.	Perform (PE) PE License	\$5,495.00
4.	Onboard (ON) ON License	\$1,832.00
5.	NEOGOV Integrations Integration Maintenance	N/A
<u>Sub Total:</u>		\$10,872.00

Order Form

Non-Recurring Fees

Line	Description ¹	Non-Recurring Fees
	NEOGOV Services	
6.	Insight (IN)	
	Setup and Implementation	<u>\$2,500.00</u>
	Training [Discount Only Applied with Group Purchase*]	<u>\$1,000.00</u> <u>\$0.00*</u>
	Perform (PE)	
	Setup and Implementation [Discount Only Applied with Group Purchase*]	<u>\$2,500.00</u> <u>\$0.00*</u>
	Training	<u>\$2,500.00</u>
	Onboard (ON)	
	Setup and Implementation [Discount Only Applied with Group Purchase*]	<u>\$1,500.00</u> <u>\$0.00*</u>
	Training	<u>\$1,500.00</u>
	Onboard form building as Professional Service ²	<u>N/A</u>
	NEOGOV Integrations	
	Setup and Configuration	<u>N/A</u>
	Sub Total:	<u>\$6,500.00</u>
	Order Total:	<u>\$17,372.00</u>

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

²NEOGOV ON includes I9 and W4 standard forms that are regularly updated by NEOGOV. Additional forms or form maintenance are available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Form \$195 per form
- Updates to existing forms \$200 an hour

Additionally, during the term of any subscription license, the Customer will be provided:
Customer Support - Provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

Order Form

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online applications integration with current Customer website
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route position requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription

(GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpage's are not advertised on GovernmentJobs.com as these are typically for internal employees.

Order Form

3.0 NEOGOV Perform (PE)

License Subscription to NEOGOV PE

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

4.0 NEOGOV Onboarding (ON)

License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Form \$195 per form
- Updates to existing forms \$200 an hour

5.0 NEOGOV Integrations

NEOGOV offers Standard Integrations as well as platform APIs for 3rd party system integration(s).

Standard Integrations include:

- Business Process Re-engineering
- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV to re-configure integrations

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, Professional Services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

Order Form

6.0 NEOGOV Services

Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

Training

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.

NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.



Order Form

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price (including any Integrations) is payable within thirty (30) days of execution of this Order Form and Service Agreement.

Training

- One hundred percent (100%) of the training price are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (TRAINING)

Software Implementation

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (SETUP)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



BOARD ACTION

BOARD OF DIRECTORS

October 24, 2016

SUBJECT

CONSIDER APPROVAL OF CONTRACT WITH NOSSAMAN LLP FOR GENERAL AND SPECIAL COUNSEL SERVICES

BACKGROUND

At the June 28, 2016 Board of Directors meeting, the Board directed staff to issue a Request for Proposals for General Counsel services. RFPs were released a few weeks later and a review process that included the Board members and the General Manager was completed at the September 27, 2016 Board meeting. The Board directed President Sanford and the General Manager to negotiate commercial terms with Nossaman LLP with the intent to bring a contract back to the Board for approval

DESCRIPTION

The attached agreement for General Counsel Services was negotiated over a series of in person meetings and email exchanges. The primary areas of negotiation included:

- Establishment of number of hours per month/year included in the retainer
- The hourly rate for retainer based services
- The hourly rate for non-retainer (Special Counsel) services
- Costs for travel time to District meetings
- Cost caps for annual escalation

The contract has two types of services. The first is General Counsel services for the Board and As-Needed services for the GM. These services will be covered by the pre-negotiated retainer rates that are lower than the normal rates for Nossaman. For services that are outside of our normal internal service needs, such as for review of contracts for developer agreements or other external needs that will be paid for by third parties, Nossaman will charge their normal rates which are referred to as Special Counsel rates in the contract.

Nossaman has a policy to charge one-way travel costs for meetings, but agreed to waive that for our 11 regularly scheduled Board meetings. If we call a special meeting and request the presence of the General Counsel we will pay the standard travel costs for approximately two hours of travel.

The cost increase is limited to 5% per year maximum.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

N/A

BOARD OPTIONS/FISCAL IMPACTS

Funds for General Counsel services are included in the FY17 budget and the budgeted amount is sufficient to cover the expense of this contract. The Board has several options for this Action Item:

1. Authorize the General Manager to execute the contract with Nossaman as presented here.
2. Direct the General Manager to negotiate changes to the contract for later approval.
3. Reject the contract which would retain the current General Counsel until later action by the Board.

STAFF RECOMMENDATION

The selection and hiring of the General Counsel is the sole authority of the Board of Directors under the Water Code. Staff supports Board direction.



Tom Kennedy
General Manager

October 25, 2016

**AGREEMENT FOR SERVICES
BETWEEN RAINBOW MUNICIPAL WATER DISTRICT AND
NOSSAMAN LLP**

This agreement for services ("Agreement") is entered into October 25, 2016, by and between the RAINBOW MUNICIPAL WATER DISTRICT (hereinafter referred to as "DISTRICT"), and Nossaman LLP (hereinafter referred to as "ATTORNEY"). This Agreement shall become effective as of October 25, 2016, upon execution of the parties. The parties are entering this Agreement based on the following facts:

- A. The DISTRICT is in need of legal counsel services to its Board of Directors, General Manager, and staff (hereinafter referred to as "legal counsel services").
- B. ATTORNEY is duly licensed and qualified to provide these legal services.
- C. The purpose of this Agreement is to establish the terms and conditions under which the DISTRICT will retain ATTORNEY to provide the legal services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SERVICES

ATTORNEY shall provide the DISTRICT with all of the General Counsel and As Needed Counsel Services to the GM described in the scope of work attached hereto as Exhibit A and will represent the DISTRICT on all claims and litigation involving the DISTRICT. Special Counsel Services on complex matters and/or litigation may also be provided under this Agreement per the Special Counsel rates set forth in Exhibit B. If ATTORNEY recommends the use of counsel not employed by ATTORNEY for any DISTRICT work, ATTORNEY shall secure the advance written consent of the DISTRICT to the use of independent counsel for this work.

2. ATTORNEYS' FEES AND PAYMENT FOR GENERAL COUNSEL SERVICES

ATTORNEY shall provide General Counsel Services to the DISTRICT on an annual retainer basis. These General Counsel Services are described in Exhibit A. The amount of the annual retainer shall be \$149,100 per year for up to 420 hours of work as shown on Exhibit B. The annual retainer shall permit any unused hours each month for General Counsel Services to be added to the subsequent month until 420 hours of time is used. All General Counsel Services exceeding 420 hours shall be billed at \$325 per hour. ATTORNEY services beyond the General Counsel Services described in Exhibit A will be billed at the Special Counsel hourly rates for each attorney shown on Exhibit B. Special Counsel services shall include: (1) litigation, including judicial and administrative actions; (2) bond and financial services; (3) complex real estate transactions, construction and design/build contracts (not including more routine work such as preparation and review of standardized contracts, title review, etc.); (4) legislative representation; (5)

work related to external (non-District) development projects and other legal services requested by outside parties; (6) LAFCO and annexation matters; and (7) other complex matters mutually agreed upon by ATTORNEY and DISTRICT. In the event of any uncertainty as to whether particular services fall within one of the aforementioned categories, then at the time the services are requested, ATTORNEY and DISTRICT will confer and reach agreement on whether such services are to be billed at General Counsel or Special Counsel hourly rates. The annual retainer shall become effective as of the execution date of this contract.

ATTORNEY shall submit itemized monthly statements for services rendered. All monthly bills for services provided shall be subject to review and approval by the DISTRICT. Bills approved by the DISTRICT will be paid within thirty (30) days of receipt. All bills sent shall be consistent with the monthly or yearly retainer and the hourly rates and costs specified in this Agreement. ATTORNEY shall submit bills for General Counsel services separately from bills for Special Counsel services and will submit itemized bills using the project identification numbers provided by DISTRICT.

For the first year of this Agreement, ATTORNEY agrees not to increase any retainer or hourly attorney's fees specified in this Agreement. After the one-year anniversary of the execution date of this agreement, and on each anniversary thereafter, ATTORNEY may request increases in the Agreement's fee schedule or retainers. This proposal for an adjustment must be submitted by ATTORNEY and received by the DISTRICT, at least ninety (90) days prior to the effective date of the requested adjustment. The DISTRICT reserves the right to determine the reasonableness of the proposal and the DISTRICT shall have the right to accept, reject or negotiate the ATTORNEY's proposed adjustment. The Board of Directors of the DISTRICT must approve any adjustment to any attorneys' fees, reimbursable costs, or retainer. The maximum allowable annual increase during the term of this agreement will be 5%.

3. HOURLY RATES FOR SPECIAL COUNSEL SERVICES

All Special Counsel services provided under the terms of this contract shall be billed at the rates set forth in Exhibit B attached hereto.

4. EXPENSES AND COSTS

The DISTRICT agrees to pay ATTORNEY monthly for all costs and expenses incurred by ATTORNEY in representing the DISTRICT. These costs and expenses and in-house services may include, but are not limited to, filing fees fixed by law or assessed by courts or other agencies; court reporter fees; witness fees; expert fees; consultants' fees; process server fees; investigation expenses; out of town travel expenses; long distance telephone charges; messenger and private courier delivery charges; photocopying and other reproduction services; computerized research charges; and similar items. All out of town travel expenses shall be approved by the DISTRICT in advance of ATTORNEY incurring these

charges. ATTORNEY shall not charge the DISTRICT travel expenses for the DISTRICT's 11 regularly scheduled Board meetings each year. ATTORNEY may charge its regular General Counsel hourly rate for travel time required for additional legal services requested by the DISTRICT. ATTORNEY will charge the DISTRICT one dollar per page for outgoing faxes and twenty cents per page for reprographic and printing services. All external costs and expenses shall be charged by ATTORNEY to the DISTRICT at its cost, including computerized research. When ATTORNEY maintains a fixed subscription contract with a vendor for computerized research, the DISTRICT will be charged for the actual costs incurred by ATTORNEY during the given month. ATTORNEY agrees not to charge the DISTRICT for word processing, overtime expenses associated with administrative or secretarial personnel, telephone calls within the United States and similar items unless these items are unusually large in amount and ATTORNEY obtains the DISTRICT's agreement to these charges in advance. ATTORNEY agrees not to add a handling charge for any costs and expenses incurred on behalf of the DISTRICT. ATTORNEY shall separate costs related to General Counsel services from those for Special Counsel services in all billings.

5. BILLING

ATTORNEY will send the DISTRICT monthly statements for fees and costs incurred during the previous month. The annual retainer for General Counsel services will be billed in 12 equal monthly installments of \$12,425.00. Costs for Special Counsel services will be billed each month as costs are incurred. All billing statements for services performed by ATTORNEY shall provide the DISTRICT with a specific description of the services performed, the date they were performed, the time devoted to each item billed in one tenth of an hour increments and the specific hourly rate of the attorney, paralegal or clerk that performed the services on behalf of the DISTRICT. ATTORNEY shall provide a separate bill to the DISTRICT each month for General Counsel Services as described on Exhibit A and shall reflect in this bill the total number of hours performed on General Counsel Services in the month with a credit applied for any monthly or yearly retainer paid. ATTORNEY shall provide a separate monthly invoice for Special Counsel services.

6. TERM OF AGREEMENT

This Agreement shall take effect on October 25, 2016. This Agreement shall continue from month to month unless either party terminates this Agreement as provided in Paragraph 17.

7. STANDARD OF CARE

In performing work and services under this Agreement, ATTORNEY agrees to use the degree of skill and expertise ordinarily exercised under similar circumstances by experienced attorneys with special expertise in providing General Counsel and Special Counsel services for public water agencies in California. DISTRICT acknowledges that nothing in this Agreement and nothing in ATTORNEY'S statements to the DISTRICT should be construed as a guarantee or promise about the outcome of DISTRICT matters or any phase thereof. Comments about the course or outcome of DISTRICT matters or any phase thereof which ATTORNEY may make from time to time are expressions of opinion only. DISTRICT acknowledges that the amount of legal fees and costs which may be incurred on DISTRICT'S behalf pursuant to this Agreement is not capable of precise prediction; and DISTRICT acknowledges that ATTORNEY has made no guarantees regarding the cost of services provided to the DISTRICT.

8. ASSIGNMENT AND USE OF OTHER ATTORNEYS

ATTORNEY shall not assign, sublet or transfer this Agreement or any rights or interest in this Agreement to any other attorney, law firm, person or entity without the express prior written consent of the DISTRICT. The DISTRICT may deny any request for assignment, subletting or transfer of this Agreement or any rights in it, in the sole discretion of the DISTRICT. Nothing contained herein shall prevent ATTORNEY from employing independent attorneys, consultants, experts and investigators as ATTORNEY may deem appropriate to assist in the performance of services hereunder.

However, if it becomes necessary for ATTORNEY to hire other independent attorneys, experts, consultants, or investigators all such persons shall be employed solely by ATTORNEY to protect any privileged work. ATTORNEY agrees not to hire any independent attorneys, experts, consultants, or investigators unless they are approved in advance by the DISTRICT and the DISTRICT has agreed to pay their fees and charges. After the DISTRICT has approved of these fees and charges, the DISTRICT will be solely responsible for paying for these services and will be billed monthly for them as part of the monthly bills provided to the DISTRICT.

9. CONSULTATIONS WITH DISTRICT

ATTORNEY agrees to keep the DISTRICT's general manager and the Board of Directors informed on a regular basis about the status of work being performed for the DISTRICT. ATTORNEY agrees to consult with the DISTRICT's general manager and the Board of Directors of the DISTRICT before making decisions on matters that may impact the DISTRICT.

10. LIABILITY FOR WORK OF OTHERS

ATTORNEY agrees to review and supervise all work of any independent attorneys, experts, consultants, or investigators retained by ATTORNEY. ATTORNEY shall require all independent attorneys,

experts, consultants or investigators retained by ATTORNEY to execute a written contract whereby they agree to: (1) comply with all laws, codes, and industry standards relevant to the work performed for the DISTRICT; and (2) defend, indemnify, protect and hold the DISTRICT and its officers, directors, employees, and authorized volunteers harmless from and against any and all liability, claims, causes of actions, actions, damages, losses, costs, fees and expenses, of whatever type or nature, and from all other costs, damages, or injuries to any person or property, including all costs of defense and attorneys' fees, which arise from, are connected with, or are caused, or claimed to be caused, in whole or in part, by the negligent acts or omissions or the intentional misconduct of any independent attorneys, experts, consultants or investigators retained by ATTORNEY.

11. ATTORNEY AS INDEPENDENT CONTRACTOR

The parties expressly agree that ATTORNEY is performing all work and services for the DISTRICT as an independent contractor, and not as an agent or employee of the DISTRICT. ATTORNEY shall be solely responsible for controlling all work and services performed by ATTORNEY or any consultant, expert, investigator or any independent attorney under this Agreement.

Upon payment to ATTORNEY of any amounts included in any monthly bill approved by the DISTRICT, ATTORNEY agrees it has been paid the full and complete compensation ATTORNEY is entitled to for that month and ATTORNEY agrees not to seek any additional amounts from the DISTRICT beyond those amounts stated in any approved bill. The parties agree that the DISTRICT will not be withholding any sums from ATTORNEY to cover any federal or state tax withholdings for any sums paid by the DISTRICT to ATTORNEY. The parties agree that the DISTRICT is not required to pay any workers' compensation insurance or any other insurance on behalf of ATTORNEY and is not obligated to pay ATTORNEY any sums for any purpose beyond the attorneys' fees and costs as provided in this Agreement.

12. INTEGRATION AND AMENDMENT

This Agreement, together with all exhibits attached to this Agreement, contains all representations and the entire understanding between the parties with respect to all matters covered by this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its attached exhibits. The parties mutually declare there are no oral understandings or promises not contained in this Agreement which contains the complete, integrated, and final agreement between the parties. No oral statements, representations or promises not contained in this Agreement shall be effective for any purpose. This Agreement may not be altered

in whole or in part except by a written modification approved by the Board of Directors of the DISTRICT and executed by both the DISTRICT and ATTORNEY.

13. OWNERSHIP OF FILES AND RECORDS

The parties agree that all files, records and writings for any work prepared by ATTORNEY in accordance with this Agreement are, and shall remain, the sole property of the DISTRICT. ATTORNEY agrees to release all of its files and records for work performed pursuant to this Agreement to the DISTRICT or anyone else designated by the DISTRICT upon any written request by the DISTRICT to Alfred Smith or the then designated general counsel for the DISTRICT. ATTORNEY may copy these files and records at their own cost. In the event ATTORNEY elects to send any portions of any DISTRICT files or records that are not currently needed to an off-site storage facility, the cost of this facility shall be at the sole expense of ATTORNEY. The DISTRICT agrees that ATTORNEY is not the guarantor of the security of any off-site storage facility and will not be responsible for any damages which may occur as a result of the loss of any DISTRICT files which are stored at an off-site storage facility. No files or records of work performed by ATTORNEY for the DISTRICT pursuant to this Agreement shall be destroyed without the express prior written consent of the DISTRICT. All research, opinions, claims, pleadings, discovery, reports, models, data, notes, correspondence, video tapes, photographs, disks, computer records, and all other information and writings of every kind and character pertaining to any matters handled by ATTORNEY for the DISTRICT shall be the sole property of the DISTRICT and shall be promptly provided to the DISTRICT or its designee upon any written request by the DISTRICT for these records.

14. COVENANTS AGAINST CONTINGENT FEES

ATTORNEY agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for ATTORNEY, to solicit or secure this Agreement, and that ATTORNEY has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this provision, the DISTRICT shall have the right to unilaterally terminate this Agreement without liability to ATTORNEY, or, at its discretion, to deduct this amount from any amounts due ATTORNEY or to recover the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee as elected by the DISTRICT.

15. INSURANCE

At all times during the term of this Agreement, ATTORNEY shall maintain a professional liability insurance policy with an insurance company licensed to do business in the State of California in a limit of not less than \$30,000,000 per claim and \$60,000,000 aggregate and with a deductible or self-retention amount not to exceed \$50,000 . Prior to execution of this Agreement by the DISTRICT, ATTORNEY shall

provide the DISTRICT with evidence it has a professional liability insurance policy in place meeting all of these requirements. Upon any change in the professional liability insurance policy, ATTORNEY shall provide the DISTRICT with evidence it has secured a new professional liability insurance policy meeting all requirements of this paragraph. At all times during the term of this Agreement, ATTORNEY shall maintain a workers' compensation insurance policy with workers' compensation insurance coverage for no less than the statutory limits covering all persons whom ATTORNEY employs or may employ in carrying out any work required by this Agreement. This workers' compensation insurance shall remain in full force and effect at all times during the performance of any work required by this Agreement. In the event the workers' compensation insurance policy for ATTORNEY changes at any time ATTORNEY shall promptly provide the DISTRICT with a certificate demonstrating it continues to maintain workers' compensation insurance coverage for no less than the statutory limits covering all persons whom ATTORNEY employs or may employ in carrying out any work under this Agreement without any gap in workers' compensation coverage. Promptly following execution of this Agreement and prior to commencement of any work, ATTORNEY shall also provide the DISTRICT with certificates of insurance and such endorsements as may be required by the DISTRICT, demonstrating that ATTORNEY has in full force and effect an automobile liability insurance policy in an amount of not less than \$2,000,000 per occurrence with a deductible not to exceed \$10,000 covering any attorneys who perform any work for the DISTRICT under this Agreement. This automobile liability insurance policy shall include each of the following types of coverage: (1) comprehensive form including loading and unloading; (2) owned; (3) hired; (4) non-owned. This automobile liability insurance policy shall be with an insurance company licensed to do business in the State of California and acceptable to the DISTRICT. The DISTRICT shall be named as an additional named insured on this automobile liability insurance policy. All insurance provided to the DISTRICT under this paragraph shall be primary insurance. If the DISTRICT has other insurance which might be applicable to any loss, the amount of the insurance provided under this paragraph shall not be reduced or prorated by the existence of such other insurance.

16. DEFENSE, INDEMNITY AND HOLD HARMLESS

ATTORNEY expressly warrants that the work to be performed under this Agreement shall be performed in accordance with the standard of care contained in Paragraph 7 of this Agreement. Where approval by the DISTRICT, the General Manager or any other representative of the DISTRICT is secured for any work performed, it is understood this is conceptual approval only and this approval shall not relieve ATTORNEY of responsibility for complying with all laws, codes, and industry standards, or from liability for any damages caused by the negligent acts, errors, omissions, noncompliance with industry

standards, or the willful misconduct of ATTORNEY or its directors, officers, attorneys, employees, consultants, experts, agents or independent attorneys retained by ATTORNEY.

With regard to ATTORNEY's performance in connection with legal counsel services provided to the District, to the fullest extent permitted by law, ATTORNEY agrees to defend, indemnify, protect and hold the DISTRICT and its officers, directors, employees, and authorized volunteers (the "Indemnified Parties") harmless from and against any and all liability, claims, causes of actions, actions, damages, losses, costs, fees and expenses, of whatever type or nature, and from all other costs, damages, or injuries to any person or property, including all costs of defense and attorneys' fees, which arise from, are connected with, or are caused, or claimed to be caused, in whole or in part, by the negligent acts or omissions or the intentional misconduct of ATTORNEY or its directors, officers, agents, employees, consultants, experts or independent contractors; provided, however, that ATTORNEY's duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of the DISTRICT, or its officers, directors, authorized volunteers or employees, and further provided that, if the Indemnified Parties are also determined to be actively (but not passively) negligent by a court of competent jurisdiction or through a settlement agreement executed by the DISTRICT, liability shall be determined based on principles of comparative fault.

17. LAWS AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret, enforce or invalidate any term or provision of this Agreement, the action shall be brought only in the Superior Court for the North County Judicial District, County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall recover all reasonable attorneys' fees, all court costs and all expert fees and costs in addition to any other relief granted by California law. The parties mutually warrant and represent that this Agreement has been executed, and requires performance, in Rainbow, California within the North County Judicial District, County of San Diego.

18. TERMINATION

The DISTRICT has the right to discharge ATTORNEY and to unilaterally terminate this Agreement at any time in its sole discretion by written notice to ATTORNEY. In the event the DISTRICT terminates this Agreement at any time, ATTORNEY shall deliver to the DISTRICT or the person or entity designated by the DISTRICT, all DISTRICT files and records as specified in Paragraph 13 within fourteen (14) consecutive days following the date of the termination notice. ATTORNEY may elect to withdraw and to terminate this Agreement at any time, with or without the consent of the DISTRICT, by providing the DISTRICT with thirty (30) days advance written notice of the termination. On receipt of any termination

notice by either party in any pending litigation where ATTORNEY is the attorney of record for the DISTRICT, both parties agree to promptly cooperate in executing and filing a substitution of counsel form with the court. Upon termination of this Agreement by ATTORNEY, ATTORNEY shall provide the DISTRICT or its designee with all files and records specified in Paragraph 13 of this Agreement within fourteen (14) consecutive days following the date of the termination notice. Upon termination by either party, the DISTRICT will pay ATTORNEY only for legal services and other work performed to the date of the termination notice. ATTORNEY shall not receive any amounts for any work performed after the date of the termination notice whether given by the DISTRICT or ATTORNEY.

19. INTELLECTUAL PROPERTY

ATTORNEY agrees that all patents, copyrights or other intellectual property rights which arise from the creation of any work or work product by ATTORNEY or any independent attorney, consultant, expert, investigator or agent pursuant to this Agreement shall be vested solely in the DISTRICT and ATTORNEY hereby expressly relinquishes all claims to any copyrights, patents or other intellectual property in favor of the DISTRICT for all work or services performed for the DISTRICT.

20. PROHIBITED INTEREST

No official of the DISTRICT who is authorized in such capacity on behalf of the DISTRICT to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part thereof. No officer or employee of the DISTRICT who is authorized in such capacity and on behalf of the DISTRICT to exercise any executive, supervisory, or similar functions in connection with the performance of this Agreement shall become directly or indirectly interested personally in this Agreement or any part thereof.

21. SUCCESSORS OR ASSIGNS

All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the parties and all of their respective heirs, executors, administrators, successors, and assigns.

22. CONFLICT OF INTEREST

ATTORNEY shall file a Conflict of Interest Statement with the DISTRICT'S Human Resources Manager per the DISTRICT's Conflict of Interest Code. ATTORNEY is responsible for determining if they are an "ATTORNEY" for purposes of the Political Reform Act and such code and for compliance with all applicable financial disclosure requirements of any federal or state law.

ATTORNEY shall not make or participate in making or in any way attempt to use ATTORNEY's position to influence a governmental decision in which ATTORNEY knows or has reason to know ATTORNEY has a financial interest other than the compensation specified in this Agreement. ATTORNEY

represents that ATTORNEY has diligently conducted a search and inventory of ATTORNEY's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that ATTORNEY does not, to the best of ATTORNEY's knowledge, have an economic interest which would conflict with ATTORNEY's duties to the DISTRICT under this Agreement. ATTORNEY shall not have any such interest during the term of this Agreement. ATTORNEY will immediately advise the General Manager of DISTRICT if ATTORNEY learns of any economic interest of ATTORNEY during the term of this Agreement that creates any conflict of interest or potential conflict of interest with the DISTRICT.

23. ORGANIZATION

ATTORNEY agrees to assign Alfred E. Smith as Principal Attorney for this engagement, to provide supervision and have overall responsibility for this Agreement for ATTORNEY, with Lloyd "Bill" Pellman as Backup Attorney. Neither the Principal Attorney nor the Backup Attorney shall be removed from their assignments or reassigned without the prior written approval of the DISTRICT. No subcontracting of these professional services to any other person or entity shall be made without the prior written approval of the DISTRICT.

DISTRICT assigns its General Manager, to provide overall responsibility for this Agreement for DISTRICT.

24. NOTICE

Any notices given or required to be given by this Agreement may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, by sending the notice by overnight mail or by an e-mail transmittal or facsimile transmission sent as follows:

<p><u>DISTRICT</u> Rainbow Municipal Water District 3707 Old Highway 395 Fallbrook, CA 92028 Attn: Tom Kennedy, General Manager Facsimile No.: (760) 728-2575 E-mail Address: tkennedy@rainbowmwd.com</p>	<p><u>ATTORNEY</u> Nossaman LLP 777 South Figueroa Street, 34th Floor Los Angeles, CA 90017 Attn: Alfred Smith, Partner Facsimile No.: (213) 612-7801 E-mail Address: ASmith@Nossaman.com</p>
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All e-mail and facsimile transmissions shall be effective upon transmittal. All overnight notices sent by overnight mail shall be effective the following day. All notices sent by certified mail shall be effective three (3) days after mailing.

25. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement in Rainbow, California as of the date written above.

RAINBOW MUNICIPAL WATER DISTRICT

By: _____
Tom Kennedy, General Manager

Date: _____

ATTORNEY

Tax I.D. Number: _____

By: _____
Alfred E. Smith, II, Partner

Date: _____

EXHIBIT A**SCOPE OF WORK****General Counsel Services to Board of Directors**

ATTORNEY will perform for and provide to the DISTRICT the following services on a regular basis:

- Advice to the Board of Directors and District management staff on matters of law including the Brown Act, Government Code, Water Code, conflict of interest issues, the Political Reform Act, and parliamentary procedures for running meetings.
- Seek advice from regulatory agencies such as the Fair Political Practices Commission as requested by the Board or management staff.
- Attend all Board meetings unless excused by the President or the General Manager.
- Attend other meetings as requested by the Board of Directors, General Manager, or other designee.
- Provide regular legal updates on current general topics of interest (e-bulletins).
- Advice to the Board of Directors and District management staff on commencement or defense of litigation to protect RMWD's interests.
- Prepare and/or review ordinances, resolutions, and board packets as well as contracts, joint powers agreements, and other agreements and contracts entered into by RMWD as requested by the General Manager.
- Provide written updates on new State and Federal legislation and judicial decisions impacting RMWD and suggest action or changes in operations or procedures to ensure compliance.
- Promptly return all calls and emails from the Board of Directors and RMWD staff.

General Counsel Services to the GM

ATTORNEY will perform for and provide to the DISTRICT the following services on an as-needed basis at the General Manager's request:

- Provide legal assistance and consultation to General Manager or designee as requested on matters of environmental compliance, including CEQA, NEPA, ESA, etc. as they pertain to actions being contemplated by the District.
- Provide legal assistance and consultation to General Manager or designee as requested on matters of property rights and property management, including trespass, encroachment, lessee obligations, easements, and inholder access.
- Review contracts, bid specifications, and purchasing documents for the purposes of legal and policy compliance, appropriate risk transfer, and risk analysis and avoidance.
- Consult with the General Manager on personnel matters, labor relations matters, and other matters concerning District business as requested (in matters that may not otherwise be covered by District agreements with other legal resources).
- Research and submit written legal opinions on special district or other legal matters concerning District business and/or as requested by the Board of Directors or General Manager.
- Provide consultation and prepare legal notices (e.g., Prop 218 notices) at the direction of the General Manager.

Special Counsel Services

ATTORNEY will perform for and provide to the DISTRICT the following Special Counsel services on an as-needed basis at the General Manager's request:

- Review of contracts and other legal matters related to new development
- Review of requests for annexations and other new development related LAFCO matters
- Legal assistance for claims involving the District's insurer in which legal costs are paid by the insurance company
- Legal assistance for other matters in which the legal costs are paid for by external parties.
- Litigation and special counsel services set forth in paragraph 2 of the agreement for services attached hereto.

A detailed description of the duties, methodologies, experience and qualifications required of this engagement is contained in the full proposal submitted by ATTORNEY attached hereto and incorporated herein by reference.

Restrictions

ATTORNEY shall not initiate compromise, settle or release any litigation, claim, or arbitration in which the DISTRICT is involved, except as directed by the DISTRICT. ATTORNEY shall not represent the DISTRICT before any other governmental or non-governmental entity, whether federal, state or local, unless so directed by the DISTRICT.

Principal Attorney

Alfred Smith is to be the Principal Attorney assigned to handle the DISTRICT's affairs as set forth in this Agreement. Other Attorneys in the firm may be assigned to the DISTRICT's work tasks at the Principal Attorney's discretion, subject to approval by the DISTRICT.

Alternate Attorneys

In the event that Alfred Smith is unavailable, the DISTRICT should contact the following Attorneys (in the following order) to handle any work that needs immediate attention:

Lloyd "Bill" Pellman

Gina Nicholls

Paul Weiland

Stephanie Clark

EXHIBIT B

FEE SCHEDULE

The DISTRICT will pay ATTORNEY according to the schedule of hourly rates set forth below.

General Counsel Services and As Needed Counsel Services to the GM as defined in Exhibit A

Up to 420 Hours per year	\$149,100 payable as a monthly retainer
In excess of 420 hours per year	\$325 per hour (blended rate)

Special Counsel Services

See hourly rates schedule below for complex Special Counsel matters; billing rates charged in one-tenth hour increments

Attorneys

Hourly Rate

<u>Partners:</u>	<u>Area(s) of Expertise:</u>	
<i>Alfred Smith</i> , General Counsel	General Counsel, Water, Litigation, Environmental, Public Agency	\$450
<i>Bill Pellman</i> , Assistant General Counsel	Public Agency, LAFCO, Public Contracts	\$475
<i>David Graeler</i> , Resource As Needed	Litigation	\$450
<i>Paul Weiland</i> , Resource As Needed	Environmental	\$450
<i>Bernadette Duran-Brown</i> , Resource As Needed	Eminent Domain, Litigation	\$400
<i>Ren Smith</i> , Resource As Needed	Real Estate	\$450
<i>Veronica Gray</i> , Resource As Needed	Employment and Labor	\$450
<i>Albert Reyes</i> , Resource As Needed	Bond Counsel	Negotiated Per Transaction

Associates:

<i>Jennifer Darling</i> , Resource As Needed	Employment and Labor	\$360
<i>Gina Nicholls</i> , Backup to Assistant General Counsel	Water, Litigation, Public Agency	\$360
<i>Stephanie Clark</i> , Resource As Needed	Environmental, Litigation, Public Agency	\$270
<i>Tara Paul</i> , Resource As Needed	Water, Litigation	\$270

Paralegals/Clerks

If needed, hourly rates will be billed between \$95 & \$200 per hour.

DISBURSEMENTS

Fax per page\$ 1.00
Copy per page.....\$ 0.20

Nossaman Partner

Client's Initials

S:\Legal\Nossaman\Nossaman Contract 02-1-2012 v2.doc



BOARD ACTION

BOARD OF DIRECTORS

October 25, 2016

SUBJECT

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

DESCRIPTION

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

POLICY

BOARD OPTIONS/FISCAL IMPACTS

STAFF RECOMMENDATION


Tom Kennedy
General Manager

October 25, 2016



BOARD ACTION

BOARD OF DIRECTORS

October 25, 2016

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 16-14 AMENDING AND UPDATING ADMINISTRATIVE CODE SECTIONS 3.02.010-BOARD MEETING AGENDA, 3.05.010 – MINUTES POLICY, 5.05.050 – RECORDS RETENTION POLICY, AND 5.05.050.02.04 – AUDIO RECORDINGS OF BOARD MEETINGS RETENTION POLICY

DESCRIPTION

This item is to provide an opportunity for the Board to discuss updating Administrative Code Section 3.02.010 in regards to the process for adding items to an agenda. Staff is requesting the timeline for submitting agenda items from ten days to two weeks to allow for agenda preparation time as well as a minor change to the General Manager's determination regarding agenda items requested by public members.

Also, at the September 27, 2016 Regular Board meeting, the Directors discussed updating Administrative Code Section 3.05 in relation to the retention of audio recordings of all regular and special meetings of the Board of Directors as well as Committee meetings. The Board decided all such audio recordings should be retained until the minutes of meetings are transcribed and approved. Once the minutes have been transcribed and approved, audio recordings will be destroyed. This decision also requires the updating of Administrative Code Sections 5.05.050 and 5.05.050.02.04.

The proposed changes have been drafted and attached for Board reference and consideration.

POLICY

Administrative Code Section 3.02.010 – Board Meeting Agenda
 Administrative Code Section 3.05.010 – Minutes Policy
 Administrative Code Section 5.05.050 – Records Retention Policy
 Administrative Code Section 5.05.050.02.04 – Audio Recordings of Board Meetings Retention Policy

BOARD OPTIONS/FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

Staff requests Board direction.


 Tom Kennedy
 General Manager

October 25, 2016

Ordinance No. 16-14

**Ordinance of the Board of Directors of the Rainbow Municipal Water District
Amending the Administrative Code Section 3.02.010 – Board Meeting
Agenda and Section 3.05.010 – Minutes Policy**

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 and attached are hereby adopted and shall be incorporated into the Administrative Code, consisting of:

3.02.010	Board Meeting Agenda
3.05.010	Minutes Policy

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 25th day of October, 2016.

AYES:
NOES:
ABSTAIN:
ABSENT:

Dennis Sanford, Board President

ATTEST:

Dawn Washburn, Board Secretary

**Section 3.02.010
Board Meeting Agenda**

3.02.010.1 The General Manager, in cooperation with the Board President, shall prepare an agenda for each regular and special meeting of the Board of Directors. Any Director may call the General Manager and request any item to be placed on the agenda no later than ~~two weeksten (10) business days~~ prior to the meeting date.

3.02.010.2 Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

3.02.010.2.1 The request must be in writing and be submitted to the General Manager or his/her designee together with supporting documents and information, if any, at least ~~two weeksten (10) business days~~ prior to the date of the meeting;

3.02.010.2.2 The General Manager shall ~~determine~~~~be the sole judge of~~ whether the public request is or is not a “matter directly related to District business”;

3.02.010.2.3 No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy;

3.02.010.2.4 The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.

3.02.010.3 This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters which are not on the agenda which a member of the public may wish to bring before the Board. However, the Board shall not discuss or take action on such matters at that meeting.

3.02.010.4 At least 72 hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review within the District office.

3.02.010.4.1 The agenda for a special meeting shall be posted at least 24 hours before the meeting in the same location.

Section 3.02.010
Board Meeting Agenda

3.02.010.1 The General Manager, in cooperation with the Board President, shall prepare an agenda for each regular and special meeting of the Board of Directors. Any Director may call the General Manager and request any item to be placed on the agenda no later than two weeks prior to the meeting date.

3.02.010.2 Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

3.02.010.2.1 The request must be in writing and be submitted to the General Manager or his/her designee together with supporting documents and information, if any, at least two weeks prior to the date of the meeting;

3.02.010.2.2 The General Manager shall determine whether the public request is or is not a "matter directly related to District business";

3.02.010.2.3 No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy;

3.02.010.2.4 The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.

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3.02.010.4.1 The agenda for a special meeting shall be posted at least 24 hours before the meeting in the same location.

Chapter 3.05
MINUTES OF BOARD MEETINGS

Section 3.05.010
Minutes Policy

The Secretary of the Board of Directors shall keep minutes of all regular and special meetings of the Board.

Copies of said minutes shall be made for distribution to Directors with the agenda for the next regular Board meeting.

The official minutes of the regular and special meetings of the Board shall be kept in a fire-proof vault or in fire-resistant, locked cabinets.

~~All audio recordings of regular, special, and committee meetings will be kept for the transcription of minutes. Once minutes have been transcribed and approved, all audio recordings shall be destroyed. An audio recording of all regular and special meetings of the Board of Directors will be made and kept for a period of two years from the date of the meeting. After two years have past the recordings shall be destroyed.~~

~~A notice will be visible that a recording is being made at all Board meetings, and the recording device shall be placed in plain view of all present, so far as is possible;~~

There will be no recordings made during closed sessions of the Board; and

~~Recordings, tapes, discs or other electronic data/information storage devices shall be stored on the computer or on the server. kept in fire-resistant, locked cabinets or in a fire-proof, locked vault.~~ These recordings are made for the convenience of the Secretary and shall be retained until the minutes for the meeting have been transcribed and approvedfor two years; they are not permanent records.

Motions, resolutions or ordinances shall be recorded as having passed or failed and individual votes will be recorded unless the action was unanimous.

The minutes of Board meetings shall be maintained as hereinafter outlined.

Procedure:

- Date, place and type of each meeting;
- Directors present and absent by name;
- Call to order;
- Arrival/Departure of tardy Directors by name and time;
- Adjournment of the meeting;
- Record of written notice of special meetings; and,
- Record of items to be considered at special meetings.

~~\\rmwd-b\Store02\DriveC\Data\Drive-E\ADMINISTRATIVE CODE\Drafts Not Approved\Minutes of Board Meetings 3.05-Minutes Policy 3.05.010.doc~~W:\BOARD\Board Secretary\Administrative Code Working File\Board Admin Code 2005-2006\Minutes of Board Meetings 3.05-Minutes Policy 3.05.010.doc\Approved Ordinance 05-07\8-3-05\Amended and Approved 7-21-06 by Ordinance No. 06-02\Amended and Approved 1-27-09 by Ordinance 09-03\ DRAFT

Board Actions: Approval or amended approval of the minutes of preceding meetings;
Complete information as to each subject of the Board's deliberation;
Complete information as to each subject including the roll call record of the vote on a motion if not unanimous;

All Board resolutions and ordinances in complete context, numbered serially for each calendar year;
A record of all contracts entered into;
All employments and resignations or terminations of employment within the District;
A record by number of all warrants approved for payment;
Adoption of the annual budget;
Approval of all policies and Board-adopted regulations;
and, A record of all visitors and delegations appearing before the Board.

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A notice will be visible that a recording is being made at all Board meetings;

There will be no recordings made during closed sessions of the Board; and

Recordings shall be stored on the computer or on the server. These recordings are made for the convenience of the Secretary and shall be retained until the minutes for the meeting have been transcribed and approved; they are not permanent records.

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Procedure:

Date, place and type of each meeting;

Directors present and absent by name;

Call to order;

Arrival/Departure of tardy Directors by name and time;

Adjournment of the meeting;

Record of written notice of special meetings; and,

Record of items to be considered at special meetings.

Board Actions: Approval or amended approval of the minutes of preceding meetings;

Complete information as to each subject of the Board's deliberation;

Complete information as to each subject including the roll call record of the vote on a motion if not unanimous;

All Board resolutions and ordinances in complete context, numbered serially for each calendar year;
A record of all contracts entered into;
All employments and resignations or terminations of employment within the District;
A record by number of all warrants approved for payment;
Adoption of the annual budget;
Approval of all policies and Board-adopted regulations;
and, A record of all visitors and delegations appearing before the Board.

Section 5.05.050
Records Retention Policy

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of Rainbow Municipal Water District records; to provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; to ensure prompt and accurate retrieval of records; and to ensure compliance with legal and regulatory requirements. The Board of Directors authorizes the General Manager to interpret and implement this policy and to cause to be destroyed any and all records, papers and documents that meet the specifications of this section.

5.05.050.1 Authorization. The legislative body of any special district may authorize at any time the destruction or disposition of any duplicate records, paper, or document, the original or a permanent photographic record of which is in the file of any officer or department of the district.

5.05.050.2 Records, papers or documents prepared or received other than pursuant to statute.

5.05.050.2.1 For purposes of this section, "record" means any record consisting of a "writing," as defined by the Government Code subdivision (f) of Section 6252.

5.05.050.2.2 The legislative body of a district may destroy or dispose of any record that is not expressly required by law to be filed and preserved through either of the following procedures:

5.05.050.2.2.1 The legislative body may authorize the destruction or disposition of any category of records if it does both of the following:

5.05.050.2.2.1.1 Adopts a resolution finding that destruction or disposition of this category of records will not adversely affect any interest of the district or of the public.

5.05.050.2.2.1.2 Maintains a list, by category, of the types of records destroyed or disposed of that reasonably identifies the information contained in the records in each category.

5.05.050.2.2.2 The legislative body may, by resolution, adopt and comply with a record retention schedule that complies with guidelines provided by the Secretary of State pursuant to Government Code Section 12236, that classifies all of the district's records by category, and that establishes a standard protocol for destruction or disposition of records.

5.05.050.2.3 A district is not required to photograph, reproduce, microfilm, or make a copy of any record that is destroyed or disposed of pursuant to this section.

5.05.050.2.4 Notwithstanding any other provision of this section or other provision of law, a district may not destroy or dispose of any record that is any of the following:

5.05.050.2.4.1 Relates to formation, change of organization, or reorganization of the district.

5.05.050.2.4.2 An ordinance adopted by the district. However, an ordinance that has been repealed or is otherwise invalid or unenforceable may be destroyed or disposed of pursuant to this section five years after it was repealed or became invalid or unenforceable.

5.05.050.2.4.3 Minutes of any meeting of the legislative body of the district.

5.05.050.2.4.4 Relates to any pending claim or litigation or any settlement or other disposition of litigation within the past two years.

5.05.050.2.4.5 Is the subject of any pending request made pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), whether or not the district maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since the district provided written notice to the requester that the request has been denied.

5.05.050.2.4.6 Relates to any pending construction that the district has not accepted or as to which a stop notice claim legally may be presented.

5.05.050.2.4.7 Relates to any non-discharged debt of the district.

5.05.050.2.4.8 Relates to the title to real property in which the district has an interest.

5.05.050.2.4.9 Relates to any nondischarged contract to which the district is a party.

5.05.050.2.4.10 Has not fulfilled the administrative, fiscal, or legal purpose for which it was created or received.

5.05.050.2.4.11 Is an unaccepted bid or proposal, which is less than two years old, for the construction or installation of any building, structure, or other public work.

5.05.050.2.4.12 Specifies the amount of compensation paid to district employees or officers or to independent contractors providing personal or professional services to the district, or relates to expense reimbursement to district officers or employees or to the use of district paid credit cards or any travel compensation mechanism. However, a record described in this paragraph may be destroyed or disposed of pursuant to this section seven years after the date of payment.

5.050.3 Records, papers, or documents not required to be filed: Notwithstanding RMWD Retention Policy, Section 5.050.2, the legislative body of a district may authorize the destruction of any record, paper, or document which is not expressly required by law to be filed and preserved if all of the following conditions are complied with:

5.050.3.1 The record, paper, or document is photographed, micro photographed reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data-processing system, recorded on optical disks, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document in compliance with the minimum standards or guidelines, or both, as recommended by the American National Standards Institute or the Association for Information and Image Management for recording of permanent records.

5.050.3.2 The device used to reproduce the record, paper, or document on film, optical disk or any other medium is one which accurately reproduces the original thereof in all details and which does not permit additions, deletions, or changes to the original document images.

5.050.3.3 The photographs, microphotographs, or other reproductions on film, optical disk, or any other medium are placed in conveniently accessible files and provision is made for preserving, examining, and using the files.

5.050.3.3.1 Every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

5.050.4 Authorization to Destroy Records The Rainbow MWD Board of Directors directs staff to destroy records in accordance with the provisions of this policy.

This document retention policy shall at all times be subject to the document destruction law for special districts as it may be amended from time to time, and if there is any conflict between that law and this policy, the law shall prevail.

5.050.5 Destruction of Records after Imaging Any record not expressly required by law to be filed and preserved in original form may be destroyed at any time after it is electronically stored in conformance with the requirements of RMWD Retention Policy, Section 5.050.3.

5.050.6 Destruction of Duplicates So long as the original or a photographic copy remains on file at Rainbow MWD, other duplicates of that record, paper or document may be destroyed. (RMWD Retention Policy, Section 5.050.1).

5.050.7 Superceding Document Retention Periods In addition to any of the document retention time limits described below, Rainbow MWD shall retain documents for a longer period of time under two circumstances:

5.050.7.1 When the administrative, legal, or financial purpose for the document's

creation has not been fulfilled. For example, planning documents shall be kept until the plan is completed.

5.050.7.2 When a state or federal law not referenced in "RMWD Records Retention Policy No.5.050" establishes a longer, more specific retention period.

5.050.8 Documents Relating to the Formation and Organization of Rainbow MWD

All incorporation, joint powers agreements, agency formation, by-laws, annexations, detachments, and other organization documents shall be kept permanently.

5.050.9 Valid and Repealed Ordinances Valid Ordinances shall be kept permanently. Ordinances that have been repealed or held invalid shall be kept for five additional years, and then may be destroyed.

5.050.10 Board Meeting Minutes and Recordings ~~Tapes and Recordings~~ Minutes, ~~Tapes and Recordings~~ of the meetings of the Board of Directors and Committees shall be kept permanently. All audio records of regular, special, and committee meetings will be kept for the transcription of minutes. Once minutes have been transcribed and approved, all audio recordings shall be destroyed.

5.050.11 Documents Relating to Pending Legal Claims While a legal claim involving Rainbow MWD is active and unresolved, all documents related to the claim, including complaints, pleadings, briefs, judicial orders, and supporting exhibits and documents to these claims shall be kept even if these documents would otherwise qualify for destruction. (For example, if a claim involved an accounting record, it shall be preserved even if other accounting records from that time period are allowed to be destroyed.)

Once a legal claim involving Rainbow MWD has been resolved in the legal system, settled, mediated, arbitrated, or otherwise resolved in final, related documents shall be kept for an additional two years, then may be destroyed.

5.050.12 Documents Regarding Insurance Coverage and Claims All insurance policies covering Rainbow MWD or any of its members' operations shall be kept indefinitely.

While an insurance claim involving Rainbow MWD is active and unresolved, all documents related to the claim shall be kept even if these documents would otherwise qualify for destruction. (For example, if a claim involved an accounting record, it shall be preserved even if other accounting records from that time period are allowed to be destroyed.)

Once an insurance claim involving Rainbow MWD has been resolved in final, related documents shall be kept for an additional two years, then may be destroyed.

5.050.13 Documents Relating to California Public Records Act Requests Pursuant to RMWD Retention Policy, Section 5.050.2, a record may not be destroyed if it is the subject of any pending request made pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), whether or not the district maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since the district provided written notice to the requester that the request has been denied.

Rainbow MWD's policy is that all requested documents shall be kept for an additional two years regardless of whether they were granted or determined by Rainbow MWD or its general counsel to be exempt from the California Public Records Act.

5.050.14 Construction Records and Contracts

5.05.14.1. Documents relating to Construction Projects. Construction records, such as accepted bids, correspondence, change orders, purchasing records, etc.,

shall be kept 12 months after the project has been officially accepted by the agency and stop notices released, or until all warranty work and any litigation arising out of the project has been completed. However, documents related to a construction contract shall be kept for the life of the contact, plus ten years. As-built plans for any public facilities or works shall be retained as long as said facility is in existence, or ten years, whichever is longer.

5.050.14.2 Unaccepted bids to Public Works Projects. Bids that were not accepted shall be kept for two years, and then may be destroyed.

5.050.15 Non-Construction Contracts Contracts to which Rainbow MWD is a party shall be retained for the life of the contract plus an additional 7 years, and then may be destroyed.

5.050.16 Records Concerning Outstanding Debt and Long-Term Debt

5.050.16.1 Outstanding Debt (Generally). Rainbow MWD shall retain documents relating to debts so long as the debt remains outstanding.

5.050,16.2 Long-Term Debt. Records of proceedings for the authorization of long-term debt, bonds, warrants, loans, etc., after issuance or execution may be destroyed only if imaged as provided for in RMWD Retention Policy, Section 5.050.3.

Terms and conditions of bonds, warrants, and other long-term agreements shall be retained until final payment, plus an additional ten years.

Paid bonds, warrant certificates and interest coupons shall be destroyed after six months if detailed payment records are kept for ten years.

5.050.17 Property Records Property records, such as documents of title, leases, and easements shall be kept permanently.

5.050.18 Accounting Records

5.050.18.1 Accounting Records List. Accounting Records include, but are not limited to, the following source and non-source documents:

5.050.18.1.1 Source Documents

- | | |
|--------------------|--------------------|
| -- Bank Deposits | -- Invoices |
| -- Bank Statements | -- Purchase Orders |
| -- Bills | -- Receipts |

- Claims
- Warrants

- Requisitions
- Vouchers

5.050.18.1.2 Non-Source Documents

- Accounts Payable or Receivable Ledger
- Accounts Payable or Receivable Register
- Analysis of Changes in Available Fund Balance
- Appropriations
- Cash Receipts and Disbursements
- Adjusting Entries
- Balance Sheet
- Budgets
- Capital Asset Records
- Changes in Fixed Assets
- Check or Warrant Register

- Cash Receipts or Disbursements Book
- Changes in Bonded Indebtedness
- Cost Accounting Records
- Deposit Permit Register
- Expenditures
- General Ledger
- Journals
- Lease-Purchase Records
- Note Register
- Payroll Journal
- Revenues
- Reversing Entries
- Statements (Interim or Certified-Individual or All Fund)
- Various accounting authorizations taken from Rainbow MWD minutes, resolutions or contracts
- Closing Entries
- Construction
- Deposit Permits
- Depreciation Schedule
- General Journal
- Inventory Records
- Ledgers
- Long-Term Debt Records
- Petty Cash Records
- Profit and Loss
- Schedule of Investments
- Taxes Receivable
- Trial Balance
- Warrants Payable

5.050.19 Non-Source Documents. All non-source accounting records which are more than seven years old shall be destroyed so long as:

5.050.19.1 There is no continuing need for said record, i.e., long term transactions, special projects, pending litigation, etc., and;

5.050.19.2 There exists in a permanent file, an audit report or reports covering the inclusive period of said record, and that;

5.050.19.3 Said audit report or reports were prepared pursuant to procedures outlined in Governmental Code Section 26909 and other State and Federal audit requirements, and that;

5.050.19.4 Said audit or audits contains the expression of an unqualified opinion.

5.050.20 Source Documents in Journals, Ledgers, Registers, and Statements. Any source document detailed in a register, journal, ledger or statement may be destroyed five years from the end of the fiscal period to which it applies.

5.050.21 Specific Event Accounting Records. Any accounting record created for a specific event or action may be destroyed five years after said event has in all respects terminated.

5.050.22 The following may be destroyed at any time:

5.050.22.1 Duplicates (original – subject to aforementioned requirements)

5.050.22.2 Cards, listings non-permanent indices, other papers used for controlling work or transitory files.

5.050.22.3 Rough drafts, notes or working papers (except audit)

5.050.23 Payroll and Expense Reimbursement Records Documents relating to payroll and compensation packages for all agency officers, employees, and independent contractors shall be kept for seven years, and then may be destroyed.

Expense reimbursements, agency credit cards, and travel expenses for all agency officers, employees, and independent contractors shall be kept for seven years, then may be destroyed.

5.050.24 Job Applications

5.050.24.1 Unsuccessful Applications. When an applicant completes an employment application for a vacancy, it is to be placed in an 'active' retention file for two years, then it shall be destroyed.

5.050.24.2 Successful Applications. Once an applicant is hired, the employment application form shall be placed in that employee's personnel file and retained as part of Rainbow Municipal Water District's permanent personnel record system.

5.050.25 Personnel Records

All personnel records shall be retained indefinitely, except fidelity bonds and garnishments may be destroyed five years after termination.

Personnel records include the following:

- Accident reports, injury claims and settlements
- Applications, changes, and termination of employees
- Earning records and summaries
- Injury frequency charts
- Insurance records of employees
- Job descriptions
- Medical histories
- Performance or rating cards
- Retirements
- Time cards

5.050.26 Conflict of Interest Statements

All conflict of interest statements shall be destroyed four years after they are filed.

5.050.27 E-mails

E-mails shall be kept permanently.

APPENDIX A

DOCUMENT RETENTION SCHEDULE

In conformance with the foregoing policies, documents shall be destroyed in accordance with the following schedule:

After Two Years.

- Unsuccessful job applications

After Four Years.

- Conflict of Interest Statements (from filing)

After Five Years.

- Accounting Source Documents
 - Bank Deposits
 - Bank Statements
 - Daily Deposit Forms
 - Purchase Orders
 - Vouchers
 - Bills
 - Checks
 - Claims
 - Requisitions
 - Warrants
- Invoices (unless related to expense reports, then 7 years.)
- Receipts (unless related to expense reports, then 7 years.)
- Employee wage garnishments and fidelity bonds (five years after termination)

After Seven Years.

- Payroll, Compensation-related, and Expense Reimbursement Records.
- Non-construction Contracts (life of the contract + 7 years).
- Non-Source Accounting Records (provided audited financial statements with unqualified opinions are on file and all listed documents are imaged), including the following:

- | | |
|---|----------------------------|
| --Accounts Payable or Receivable Ledger | --Adjusting Entries |
| --Accounts Payable or Receivable Register | --Appropriations |
| --Analysis of Changes in Available Fund Balance | --Balance Sheet |
| --Capital Asset Records | --Budgets |
| --Cash Receipts and Disbursements | --Changes in Fixed Assets |
| --Cash Receipts and Disbursements Book | --Closing Entries |
| --Changes in Bonded Indebtedness | -- Construction |
| --Check or Warrant Register | -- Cost Accounting Records |
| --Deposit Permit Register | --Deposit Permits |
| --Depreciation Schedule | --Expenditures |
| --General Journal | --Inventory Records |
| --General Ledger | --Journals |
| --Lease-Purchase Records | --Ledgers |
| --Long-Term Debt Records | --Note Register |
| --Payroll Journal | --Petty Cash Records |
| --Profit and Loss | --Revenues |

- Reversing Entries
- Statements (Interim or Certified-Individual or All Fund)
- Various accounting authorizations taken from Rainbow MWD minutes, resolutions or contracts
- Schedule of Investments
- Taxes Receivable
- Trial Balance
- Warrants Payable

After Ten Years.

- Construction-related Contracts (life of the contract + 10 years)
- Long-term debt agreements, such as bonds and loans (life of the long-term debt 10 years)

Permanent Records.

- Rainbow MWD Formation and Organization Documents (incorporation, joint powers agreements, agency formation, by-laws, annexations, detachments, etc.)
- Meeting Minutes, ~~Tapes and Recordings~~
- Insurance policies that cover Rainbow MWD (or its members') operations.
- Property Records (property titles, leases, easements, etc.)
- Personnel records
- Audited Financial Statements
- E-Mails
- Electronic Data

Special Categories.

- Legal Claims (keep until claim is resolved plus two years).
- Insurance Claims (keep until claim resolved plus two years).
- Public Records Act (keep all requested records for two additional years).
- Audio Recordings (keep until minutes are transcribed and approved).

Section 5.05.050**Records Retention Policy**

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of Rainbow Municipal Water District records; to provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; to ensure prompt and accurate retrieval of records; and to ensure compliance with legal and regulatory requirements. The Board of Directors authorizes the General Manager to interpret and implement this policy and to cause to be destroyed any and all records, papers and documents that meet the specifications of this section.

5.05.050.1 Authorization. The legislative body of any special district may authorize at any time the destruction or disposition of any duplicate records, paper, or document, the original or a permanent photographic record of which is in the file of any officer or department of the district.

5.05.050.2 Records, papers or documents prepared or received other than pursuant to statute.

5.05.050.2.1 For purposes of this section, "record" means any record consisting of a "writing," as defined by the Government Code subdivision (f) of Section 6252.

5.05.050.2.2 The legislative body of a district may destroy or dispose of any record that is not expressly required by law to be filed and preserved through either of the following procedures:

5.05.050.2.2.1 The legislative body may authorize the destruction or disposition of any category of records if it does both of the following:

5.05.050.2.2.1.1 Adopts a resolution finding that destruction or disposition of this category of records will not adversely affect any interest of the district or of the public.

5.05.050.2.2.1.2 Maintains a list, by category, of the types of records destroyed or disposed of that reasonably identifies the information contained in the records in each category.

5.05.050.2.2.2 The legislative body may, by resolution, adopt and comply with a record retention schedule that complies with guidelines provided by the Secretary of State pursuant to Government Code Section 12236, that classifies all of the district's records by category, and that establishes a standard protocol for destruction or disposition of records.

5.05.050.2.3 A district is not required to photograph, reproduce, microfilm, or make a copy of any record that is destroyed or disposed of pursuant to this section.

5.05.050.2.4 Notwithstanding any other provision of this section or other provision of law, a district may not destroy or dispose of any record that is any of the following:

5.05.050.2.4.1 Relates to formation, change of organization, or reorganization of the district.

5.05.050.2.4.2 An ordinance adopted by the district. However, an ordinance that has been repealed or is otherwise invalid or unenforceable may be destroyed or disposed of pursuant to this section five years after it was repealed or became invalid or unenforceable.

5.05.050.2.4.3 Minutes of any meeting of the legislative body of the district.

5.05.050.2.4.4 Relates to any pending claim or litigation or any settlement or other disposition of litigation within the past two years.

5.05.050.2.4.5 Is the subject of any pending request made pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), whether or not the district maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since the district provided written notice to the requester that the request has been denied.

5.05.050.2.4.6 Relates to any pending construction that the district has not accepted or as to which a stop notice claim legally may be presented.

5.05.050.2.4.7 Relates to any non-discharged debt of the district.

5.05.050.2.4.8 Relates to the title to real property in which the district has an interest.

5.05.050.2.4.9 Relates to any nondischarged contract to which the district is a party.

5.05.050.2.4.10 Has not fulfilled the administrative, fiscal, or legal purpose for which it was created or received.

5.05.050.2.4.11 Is an unaccepted bid or proposal, which is less than two years old, for the construction or installation of any building, structure, or other public work.

5.05.050.2.4.12 Specifies the amount of compensation paid to district employees or officers or to independent contractors providing personal or professional services to the district, or relates to expense reimbursement to district officers or employees or to the use of district paid credit cards or any travel compensation mechanism. However, a record described in this paragraph may be destroyed or disposed of pursuant to this section seven years after the date of payment.

5.050.3 Records, papers, or documents not required to be filed: Notwithstanding RMWD Retention Policy, Section 5.050.2, the legislative body of a district may authorize the destruction of any record, paper, or document which is not expressly required by law to be filed and preserved if all of the following conditions are complied with:

5.050.3.1 The record, paper, or document is photographed, micro photographed reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data-processing system, recorded on optical disks, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document in compliance with the minimum standards or guidelines, or both, as recommended by the American National Standards Institute or the Association for Information and Image Management for recording of permanent records.

5.050.3.2 The device used to reproduce the record, paper, or document on film, optical disk or any other medium is one which accurately reproduces the original thereof in all details and which does not permit additions, deletions, or changes to the original document images.

5.050.3.3 The photographs, microphotographs, or other reproductions on film, optical disk, or any other medium are placed in conveniently accessible files and provision is made for preserving, examining, and using the files.

5.050.3.3.1 Every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

5.050.4 Authorization to Destroy Records The Rainbow MWD Board of Directors directs staff to destroy records in accordance with the provisions of this policy.

This document retention policy shall at all times be subject to the document destruction law for special districts as it may be amended from time to time, and if there is any conflict between that law and this policy, the law shall prevail.

5.050.5 Destruction of Records after Imaging Any record not expressly required by law to be filed and preserved in original form may be destroyed at any time after it is electronically stored in conformance with the requirements of RMWD Retention Policy, Section 5.050.3.

5.050.6 Destruction of Duplicates So long as the original or a photographic copy remains on file at Rainbow MWD, other duplicates of that record, paper or document may be destroyed. (RMWD Retention Policy, Section 5.050.1).

5.050.7 Superceding Document Retention Periods In addition to any of the document retention time limits described below, Rainbow MWD shall retain documents for a longer period of time under two circumstances:

5.050.7.1 When the administrative, legal, or financial purpose for the document's creation has not been fulfilled. For example, planning documents shall be kept until the plan is completed.

5.050.7.2 When a state or federal law not referenced in "RMWD Records Retention Policy No.5.050" establishes a longer, more specific retention period.

5.050.8 Documents Relating to the Formation and Organization of Rainbow MWD

All incorporation, joint powers agreements, agency formation, by-laws, annexations, detachments, and other organization documents shall be kept permanently.

5.050.9 Valid and Repealed Ordinances Valid Ordinances shall be kept permanently. Ordinances that have been repealed or held invalid shall be kept for five additional years, and then may be destroyed.

5.050.10 Board Meeting Minutes and Recordings Minutes of the meetings of the Board of Directors and Committees shall be kept permanently. All audio records of regular, special, and committee meetings will be kept for the transcription of minutes. Once minutes have been transcribed and approved, all audio recordings shall be destroyed.

5.050.11 Documents Relating to Pending Legal Claims While a legal claim involving Rainbow MWD is active and unresolved, all documents related to the claim, including complaints, pleadings, briefs, judicial orders, and supporting exhibits and documents to these claims shall be kept even if these documents would otherwise qualify for destruction. (For example, if a claim involved an accounting record, it shall be preserved even if other accounting records from that time period are allowed to be destroyed.)

Once a legal claim involving Rainbow MWD has been resolved in the legal system, settled, mediated, arbitrated, or otherwise resolved in final, related documents shall be kept for an additional two years, then may be destroyed.

5.050.12 Documents Regarding Insurance Coverage and Claims All insurance policies covering Rainbow MWD or any of its members' operations shall be kept indefinitely.

While an insurance claim involving Rainbow MWD is active and unresolved, all documents related to the claim shall be kept even if these documents would otherwise qualify for destruction. (For example, if a claim involved an accounting record, it shall be preserved even if other accounting records from that time period are allowed to be destroyed.)

Once an insurance claim involving Rainbow MWD has been resolved in final, related documents shall be kept for an additional two years, then may be destroyed.

5.050.13 Documents Relating to California Public Records Act Requests Pursuant to RMWD Retention Policy, Section 5.050.2, a record may not be destroyed if it is the subject of any pending request made pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), whether or not the district maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since the district provided written notice to the requester that the request has been denied.

Rainbow MWD's policy is that all requested documents shall be kept for an additional two years regardless of whether they were granted or determined by Rainbow MWD or its general counsel to be exempt from the California Public Records Act.

5.050.14 Construction Records and Contracts

5.05.14.1. Documents relating to Construction Projects. Construction records, such as accepted bids, correspondence, change orders, purchasing records, etc.,

shall be kept 12 months after the project has been officially accepted by the agency and stop notices released, or until all warranty work and any litigation arising out of the project has been completed. However, documents related to a construction contract shall be kept for the life of the contract, plus ten years. As-built plans for any public facilities or works shall be retained as long as said facility is in existence, or ten years, whichever is longer.

5.050.14.2 Unaccepted bids to Public Works Projects. Bids that were not accepted shall be kept for two years, and then may be destroyed.

5.050.15 Non-Construction Contracts Contracts to which Rainbow MWD is a party shall be retained for the life of the contract plus an additional 7 years, and then may be destroyed.

5.050.16 Records Concerning Outstanding Debt and Long-Term Debt

5.050.16.1 Outstanding Debt (Generally). Rainbow MWD shall retain documents relating to debts so long as the debt remains outstanding.

5.050.16.2 Long-Term Debt. Records of proceedings for the authorization of long-term debt, bonds, warrants, loans, etc., after issuance or execution may be destroyed only if imaged as provided for in RMWD Retention Policy, Section 5.050.3.

Terms and conditions of bonds, warrants, and other long-term agreements shall be retained until final payment, plus an additional ten years.

Paid bonds, warrant certificates and interest coupons shall be destroyed after six months if detailed payment records are kept for ten years.

5.050.17 Property Records Property records, such as documents of title, leases, and easements shall be kept permanently.

5.050.18 Accounting Records

5.050.18.1 Accounting Records List. Accounting Records include, but are not limited to, the following source and non-source documents:

5.050.18.1.1 Source Documents

- | | |
|--------------------|--------------------|
| -- Bank Deposits | -- Invoices |
| -- Bank Statements | -- Purchase Orders |
| -- Bills | -- Receipts |
| -- Claims | -- Requisitions |
| -- Warrants | -- Vouchers |

5.050.18.1.2 Non-Source Documents

- | | |
|--|----------------------------|
| -- Accounts Payable or Receivable Ledger | -- Adjusting Entries |
| -- Accounts Payable or Receivable Register | -- Balance Sheet |
| -- Analysis of Changes in Available Fund Balance | -- Budgets |
| -- Appropriations | -- Capital Asset Records |
| | -- Changes in Fixed Assets |

- Cash Receipts and Disbursements
- Check or Warrant Register
- Cash Receipts or Disbursements Book
- Closing Entries
- Changes in Bonded Indebtedness
- Construction
- Cost Accounting Records
- Deposit Permits
- Deposit Permit Register
- Depreciation Schedule
- Expenditures
- General Journal
- General Ledger
- Inventory Records
- Journals
- Ledgers
- Lease-Purchase Records
- Long-Term Debt Records
- Note Register
- Petty Cash Records
- Payroll Journal
- Profit and Loss
- Revenues
- Schedule of Investments
- Reversing Entries
- Taxes Receivable
- Statements (Interim or Certified-Individual or All Fund)
- Trial Balance
- Various accounting authorizations taken from Rainbow MWD minutes, resolutions or contracts
- Warrants Payable

5.050.19 Non-Source Documents. All non-source accounting records which are more than seven years old shall be destroyed so long as:

5.050.19.1 There is no continuing need for said record, i.e., long term transactions, special projects, pending litigation, etc., and;

5.050.19.2 There exists in a permanent file, an audit report or reports covering the inclusive period of said record, and that;

5.050.19.3 Said audit report or reports were prepared pursuant to procedures outlined in Governmental Code Section 26909 and other State and Federal audit requirements, and that;

5.050.19.4 Said audit or audits contains the expression of an unqualified opinion.

5.050.20 Source Documents in Journals, Ledgers, Registers, and Statements. Any source document detailed in a register, journal, ledger or statement may be destroyed five years from the end of the fiscal period to which it applies.

5.050.21 Specific Event Accounting Records. Any accounting record created for a specific event or action may be destroyed five years after said event has in all respects terminated.

5.050.22 The following may be destroyed at any time:

5.050.22.1 Duplicates (original – subject to aforementioned requirements)

5.050.22.2 Cards, listings non-permanent indices, other papers used for controlling work or transitory files.

5.050.22.3 Rough drafts, notes or working papers (except audit)

5.050.23 Payroll and Expense Reimbursement Records Documents relating to payroll

and compensation packages for all agency officers, employees, and independent contractors shall be kept for seven years, and then may be destroyed.

Expense reimbursements, agency credit cards, and travel expenses for all agency officers, employees, and independent contractors shall be kept for seven years, then may be destroyed.

5.050.24 Job Applications

5.050.24.1 Unsuccessful Applications. When an applicant completes an employment application for a vacancy, it is to be placed in an 'active' retention file for two years, then it shall be destroyed.

5.050.24.2 Successful Applications. Once an applicant is hired, the employment application form shall be placed in that employee's personnel file and retained as part of Rainbow Municipal Water District's permanent personnel record system.

5.050.25 Personnel Records

All personnel records shall be retained indefinitely, except fidelity bonds and garnishments may be destroyed five years after termination.

Personnel records include the following:

- Accident reports, injury claims and settlements
- Applications, changes, and termination of employees
- Earning records and summaries
- Injury frequency charts
- Insurance records of employees
- Job descriptions
- Medical histories
- Performance or rating cards
- Retirements
- Time cards

5.050.26 Conflict of Interest Statements

All conflict of interest statements shall be destroyed four years after they are filed.

5.050.27 E-mails

E-mails shall be kept permanently.

APPENDIX A

DOCUMENT RETENTION SCHEDULE

In conformance with the foregoing policies, documents shall be destroyed in accordance with the following schedule:

After Two Years.

- Unsuccessful job applications

After Four Years.

- Conflict of Interest Statements (from filing)

After Five Years.

- Accounting Source Documents
 - Bank Deposits
 - Bank Statements
 - Daily Deposit Forms
 - Purchase Orders
 - Vouchers
 - Bills
 - Checks
 - Claims
 - Requisitions
 - Warrants
- Invoices (unless related to expense reports, then 7 years.)
- Receipts (unless related to expense reports, then 7 years.)
- Employee wage garnishments and fidelity bonds (five years after termination)

After Seven Years.

- Payroll, Compensation-related, and Expense Reimbursement Records.
- Non-construction Contracts (life of the contract + 7 years).
- Non-Source Accounting Records (provided audited financial statements with unqualified opinions are on file and all listed documents are imaged), including the following:

- | | |
|---|----------------------------|
| --Accounts Payable or Receivable Ledger | --Adjusting Entries |
| --Accounts Payable or Receivable Register | --Appropriations |
| --Analysis of Changes in Available Fund Balance | --Balance Sheet |
| --Capital Asset Records | --Budgets |
| --Cash Receipts and Disbursements | --Changes in Fixed Assets |
| --Cash Receipts and Disbursements Book | --Closing Entries |
| --Changes in Bonded Indebtedness | -- Construction |
| --Check or Warrant Register | -- Cost Accounting Records |
| --Deposit Permit Register | --Deposit Permits |
| --Depreciation Schedule | --Expenditures |
| --General Journal | --Inventory Records |
| --General Ledger | --Journals |
| --Lease-Purchase Records | --Ledgers |
| --Long-Term Debt Records | --Note Register |
| --Payroll Journal | --Petty Cash Records |
| --Profit and Loss | --Revenues |

- Reversing Entries
- Statements (Interim or Certified-Individual or All Fund)
- Various accounting authorizations taken from Rainbow MWD minutes, resolutions or contracts
- Schedule of Investments
- Taxes Receivable
- Trial Balance
- Warrants Payable

After Ten Years.

- Construction-related Contracts (life of the contract + 10 years)
- Long-term debt agreements, such as bonds and loans (life of the long-term debt 10 years)

Permanent Records.

- Rainbow MWD Formation and Organization Documents (incorporation, joint powers agreements, agency formation, by-laws, annexations, detachments, etc.)
- Meeting Minutes
- Insurance policies that cover Rainbow MWD (or its members') operations.
- Property Records (property titles, leases, easements, etc.)
- Personnel records
- Audited Financial Statements
- E-Mails
- Electronic Data

Special Categories.

- Legal Claims (keep until claim is resolved plus two years).
- Insurance Claims (keep until claim resolved plus two years).
- Public Records Act (keep all requested records for two additional years).
- Audio Recordings (keep until minutes are transcribed and approved).

Section 5.05.050.02.04

Audio Recordings of Board Meetings Retention Policy

The District shall retain the original audio recordings of minutes of the Board of Directors and Committee meetings for the purpose of transcribing the meeting minutes. Once the meeting minutes have been transcribed and approved, all audio recordings shall be destroyed a period of two years. A duplicate copy of each meeting will be made available for public use during that two-year this period.

\\rmwd-b\Store03\BoardFiles\Meeting Action Letters\2016\20161025\Original Word Docs\Attachments\Audio Recordings of Board Meetings Retention Policy 5.05.050.02.04_Redline.doc~~W:\BOARD\Board Secretary\Administrative Code Working File\Board Admin Code 2005-2006\Audio Recordings of Board Meetings Retention Policy 5.05.050.02.04.doc~~\Approved Ordinance 05-07\8-3-05\Amended and Updated on 1-27-09 by Ordinance 09-01\ DRAFT

Section 5.05.050.02.04

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BOARD ACTION

BOARD OF DIRECTORS

October 25, 2016

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO REFUND SEWER PERMIT AND INSPECTION FEES TO CLAUDIA BRAVO AND JOSE T. BRAVO

BACKGROUND

On August 3, 2016, Claudia Bravo paid a total of \$43,971.00 in fees for new water service and new sewer service. After learning from her contractor the costs of physically connecting to the sewer system on Gird, she called on August 18, 2016 to request a refund for the sewer fees (\$21,608.00). The RMWD Administrative Code does not permit staff to give refunds for sewer fees per Section 9.05.010. On September 27, 2016, Claudia Bravo addressed the Board during the public comment period and requested a refund for the sewer fees.

DESCRIPTION

The service address in question sits at the corner of Diego Estates and Gird Rd. The nearest sewer main is located on Gird Rd. At the time Claudia paid the water and sewer fees, she was under the impression that she would need to connect to a sewer line on Diego Estates. The costs associated with connecting to the main on Gird Rd. are higher than Claudia's initial estimate for connecting to sewer. Therefore, Claudia would like a refund for the sewer fees she paid so she can pursue other options.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Administrative Code Section 9.05.010

BOARD OPTIONS/FISCAL IMPACTS

The Board has the following options:

1. Reject the request for a refund of \$21,608.00.
2. Approve the request for a refund of \$21,608.00.

STAFF RECOMMENDATION

Staff supports direction.


 Sherry Kirkpatrick
 Engineering Manager

10/25/2016



BOARD ACTION

BOARD OF DIRECTORS

October 25, 2016

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPOINT HAYDEN HAMILTON TO THE COMMUNICATIONS COMMITTEE

DESCRIPTION

The Communications Committee recommends that the Board appoint Hayden Hamilton as a member of the Communications Committee.

POLICY

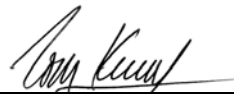
Administrative Code Section 2.09; Committees

BOARD OPTIONS/FISCAL IMPACTS

The Board may make the appointments.

STAFF RECOMMENDATION

Staff recommends the Board appoint Hayden Hamilton to the Communications Committee.



Tom Kennedy
General Manager

October 25, 2016



BOARD ACTION

BOARD OF DIRECTORS

October 25, 2016

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO CHANGE THE DATE OF THE NOVEMBER 2016 RAINBOW MUNICIPAL WATER DISTRICT REGULAR BOARD MEETING

DESCRIPTION

At their September 27, 2016 Board meeting, Director Stewart asked that the Board consider possibly changing the date of the November 15, 2016 Regular Board meeting. This item provides an opportunity for the Board to consider this change.

Administrative Code Section 3.01.010.1 states "The November and December meetings shall be combined and held on the third Tuesday in the month of November of each calendar year."

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Administrative Code Section 3.01.010 – Regular Meetings

BOARD OPTIONS/FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

Staff supports Board decision.



Tom Kennedy
General Manager

October 25, 2016

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

VARIABLE					
DATE	2016	MEETING	LOCATION	ATTENDEES	POST
November	10	SDCWA Special Board Meeting	SDCWA	GM	N/A
November	*	CSDA – San Diego Chapter	(Location to be Announced) 6:00 p.m.	GM	N/A
November	*	LAFCO Special Meeting	County Admin Center, Room 358 – 9:30am	Sanford (As Advised by GM)	N/A
November	*	Santa Margarita Watershed Council	Rancho California Water District	Sanford	N/A

* To Be Announced

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

RECURRING					
DATE	2016	MEETING	LOCATION	ATTENDEES	POST
November	2	Engineering Committee Meeting	RMWD Board Room 3:00 p.m.	Appointed Director, General Manager	9/29
November	7	LAFCO	County Admin. Center Room 358 9:00 am	Sanford (As Advised by GM)	N/A
November	7	Communications Committee Mtg.	RMWD Board Room 3:30 p.m.	Appointed Director, General Manager	9/29
November	8	Budget & Finance Committee Mtg.	RMWD Board Room 1:00 p.m.	Appointed Director, General Manager	9/29
November	15	SDCWA GM's Meeting	SDCWA, San Diego 9:30 a.m.	General Manager	N/A
November	15	Council of Water Utilities	Stoneridge Country Club 7:15 a.m. Poway	All Directors, General Manager	9/13
November	15	RMWD General Board	RMWD Board Room (Start Time to Be Determined)	All Directors	9/18
November	18	NC Managers	Golden Egg 7:45 a.m.	General Manager	N/A
November	18	LAFCO Advisory Committee	LAFCO, 9335 Harzard Way, 9:30 a.m.	General Manager	N/A
November	28	San Luis Rey Watershed Council	Fallbrook Public Utility District 1:00 p.m.	Walker	N/A

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

- **CHANGES – ADDITIONS - DELETIONS:**

1. SDCWA combines its November and December meeting which is scheduled for December 15, 2016. There is no meeting scheduled for November, 2016.
2. With SDCWA not meeting until December 15, 2016, the North County Water Group will not meet in November. The next meeting is scheduled for December 14, 2016.



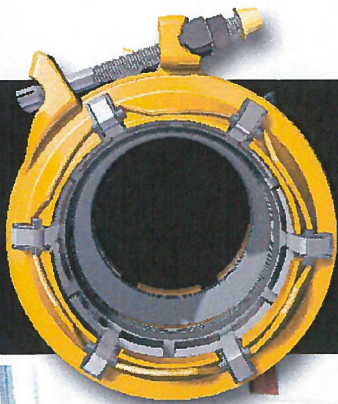
STAFF TRAINING REPORT

ATTENDEES NAME(S):	Dawn Washburn, Cynthia Gray, Karleen Harp
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	File That! Best Practices for Document and Record Management
DATE(S) ATTENDED:	September 14, 2016
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	Liebert Cassidy Whitmore
LOCATION:	VID, Vista, CA
DESCRIPTION OF TOPIC(S)/LEARNING EXPERIENCE:	
<p>In light of our goals and objectives to administer and oversee a District Records Management and Archiving system, Cynthia, Karleen, and Dawn Washburn attended the seminar presented by Liebert Cassidy Whitmore at Vista Irrigation District on the best practices for document and record management.</p> <p>Because Liebert Cassidy Whitmore presents several seminars related mostly to Human Resources, we found that some information will be very useful when putting together a record retention program for personnel files and personnel-related documentation. We discussed what type of documents should be kept, where certain records should be properly filed, as well as how long certain records should be retained.</p> <p>Discussions topics also included inspection rights, disclosure of information, and practical things to consider in developing a retention policy including some of the legal requirements associated with personnel records.</p> <p>All of the information provided during this seminar will be very useful in the development, implementation, and maintenance of an updated record retention program at RMWD.</p>	



STAFF TRAINING REPORT

ATTENDEES NAME(S):	Not enough room to add attendees - see below
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	Romac Industries Pipe fittings /Technical Training
DATE(S) ATTENDED:	09-04-2016
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	Pacific Pipeline / Romac
LOCATION:	3707 Old Hwy 395 / RMWD yard Building # 3
<p>DESCRIPTION OF TOPIC(S)/LEARNING EXPERIENCE:</p> <p>(19 Attendees)</p> <p>ATTENDEES NAME(S):Ramon Zuniga,Darren Milner,Ruben Lopez,Chris Hand,Brian Fonseca,Victor Veenstra,Kenny Diaz,Justin Chandler,Clem Taylor,Chris Waite,Chris Hoelsher,Wayne Nault,Ricardo Zaragoza,Kyle Schilling,Thomas Snujenson,Carlos Ramos,Chuck Faust,Bryan Rose,Scott Simpson</p> <p>Time: 7:00 a.m. 8:00 a.m. Demonstration of Water Distribution & Wastewater industry couplings and psi ratings and color coded materials,sizes and ratings.</p> <p>Discussion and demonstrations of new products</p> <p>AWWA - C900 4" - 12" / AWWA C905 14" - 48" / WWA C909 6" - 16" /PVC 1120 plastic irrigation psi rating up to 160psi.</p> <p>PVC Gravity sewer ASTM - D3034 SDR35 4" - 15"</p> <p>Review pipe O.D Chart: STEEL PIPE OD,CAST IRON,PLASTIC PIPE PVC,DDPE,AC ASBESTOS,SIMPLEX A/C,SEWER OD'S</p> <ul style="list-style-type: none"> • Performing a 1" service tap on PVC pipe Rmwd Scott Terrel performed hands on demo on hot tap machine light weight • Pipe burst demonstration with new ALPHA Joint Restraint products <p>Summary: Romac industries provided current technical feedback to RMWD attendees. We reviewed O.D .diameter of various couplings used out on field. We were shown by manufacturer what each color coded coupling fitting was for A/C pipe, Steel, C900 pipes. Reviewed various pipe torque adjustments when setting up new installs. Performed hands on with hot tap machine and viewed a Demo on pipe bursting at high water pressures.</p>	



ROMAC PIPE PRODUCTS TECHNICAL TRAINING



PRODUCT TRAINING



Basic Principles of Pipe Repair and Correct Product Installation

- Discussion and demonstrations of new products
- Performing a 1" service tap on PVC pipe
- Pipe burst demonstration with new ALPHA Joint Restraint products

The presentation usually lasts 1 hour depending on audience participation.



**Signup and attend to receive
a Training Certificate for
One Contact Hour**



BOARD INFORMATION

BOARD OF DIRECTORS

October 25, 2016

SUBJECT

Operations Report for September 2016

DESCRIPTION

Activities for Operations & Maintenance Division

CONSTRUCTION & VALVE MAINTENANCE:

The Valve Maintenance crew exercised a total of 152 valves this month. The crew assisted with emergency or planned shutdowns for the Construction crews and Engineering. They checked the PRV stations in the zones while performing valve maintenance.

The Construction & Maintenance crews repaired nine (9) leaks and performed four (4) planned/emergency shutdowns. They repaired one (1) 4" plug valve as well as installed a 6" gate valve. The crews also installed and/or repaired four (4) appurtenances. They maintained District easements and completed the work at the District Yard. In addition, the crews assisted with washing the reservoir covers at North and Northside.

The District's mechanic completed a total of 14 District vehicles with regular *scheduled* preventative maintenance and/or repairs. Pump Station No. 1, Pump Number 4 was diagnosed and repaired. He also filed the required nine (9) PSIP inspections for the vehicles in the fleet in the Mitchel report.

The following maintenance and/or repairs were considered *unscheduled*:

- Vehicles with Emergency Repairs (2)
- Small Equipment / Emergency equipment (7)
- Off-Road Equipment /Trailers Repairs & Maintenance (1)
- Off-Road Equipment/Trailer Emergency Repairs (2)
- Large Vehicles Maintenance/Repairs (0)
- Large Equipment Emergency Repairs (1)
- Safety Recalls (2)

WATER OPERATIONS:

New radios at the Cement Tank and Beck Reservoir are ready to be programmed. This is scheduled for the week of October 10th.

SCADA Projects: Huntley Pump Station upgrade is completed. Magee Pump Station SCADA panel upgrade is in progress now.

North and Northside Reservoir covers were cleaned.

Monthly Tank and Reservoir cover inspections completed.

Second and Final Special Lead and Copper samples were completed and results were sent to the SWRCB-DDW.

- 22 - Routine coliform samples
- 36 - Nitrification samples
- 4 - TDS/Chloride test in south zones
- 4 - Water quality complaint (smelly water, dead end line flushed)
- 2 - Lead and copper special samples
- 4 - Disinfection by products samples

WASTEWATER:

Monthly, Semi Annual and Annual Reports:

California Integrated Water Quality System (CIWQS): Reported "No Spill Report" for Month of September, 2016.

Lift Stations Pumps / Preventative Maintenance:

9/1/2016: Set up ARI air valve trial at Rancho Viejo sewer force main for a 6-month trial pending outcome results.

9/12/2016 – 9/21/2016: Lift Station #4 Rancho Monserate Lift Station easement stairway repairs. Replaced timber ties, broken railings and resurfaced decomposed granite slope to stairway.

Lift Stations Generators:

9/7/2016: Lift Station #1 67.5 kW backup Generac generator to sewage Lift Station failed. Set up District's 100kW WHISPERWATT backup generator on site per electrical brown outs from SDG&E pending final repairs to stationary generator.

Sewer Line Cleaning:

9/05/2016 – 9/28/2016 Sewer Combination Truck Unit #75 paint & body work restoration budgeted item.

September 01, 2016 – September 31, 2016:

Total Line Cleaning: 1,013'

Locations: Lake Garden, Los Caballos Lane

Water Loss: 2,244 gallons used

High Frequency Cleaning:

September 01, 2016 – September 31, 2016:
1,410' Sewage Siphon Lines (8" & 10")

Water Loss: 1,496 gallons used

Manhole Inspections:

September 01, 2016 – September 31, 2016:

Total Inspections: 55

Locations: Vista Valley, Horse Ranch Creek, San Luis Rey Golf Course

CCTV:

None reported for the month of September, 2016.

Smart/Cover Alarm Units:

September 01, 2016 – September 31, 2016:

New Smart Cover alarm unit installed/ added to existing collection system North River Road 15" VCP outfall sewer line. (Budgeted Item)

Darren S. Milner

Darren S. Milner
Operations Manager

10/25/16



BOARD INFORMATION

BOARD OF DIRECTORS

October 25, 2016

SUBJECT

Engineering Report for September 2016

DESCRIPTION

CAPITAL PROJECTS:

Gird to Monserate Hill: Bid documents pending management review/approval. CEQA in process.

Horse Creek Lift Station: Developer obtained permit from the Army Corps of Engineers. Scheduled to begin in November 2016.

Highway 76 East Segment: Contractor completed the 18" sewerline to Gird Road and completed the tie-in to the 8" waterline on Monserate Hill. Contractor installed 400' of 8" waterline on Gird Road and Highway 76.

Lift Station 1: Staff is working on location regarding the site for the lift station before the siphon. Staff reviewing the 90% submittal.

Water and Wastewater Asset Cost and Capacity Fee Study: Staff reviewing the draft capacity fee study.

Water Reclamation Plant (WRP) & Recycled Water Distribution System (RWDS): Staff is continuing talks with Oceanside to determine options for indirect potable reuse or recycled water delivery.

Wastewater Outfall Replacement: Project on hold until further evaluation from the Master Plan and the WRP study.

OTHER PROJECTS:

Moosa Creek Mitigation Bank: Staff working with Consultant on easements.

San Luis Rey Ground Water Sources: Report finalized and being reviewed by staff and consultant.

DEVELOPER PROJECTS:

Golf Green Estates: (near Lift Station 1): 94 SFR planned across from Bonsall Elementary School. Contractor installing 8" onsite sewerline and 8" offsite waterline. Testing scheduled for the waterline after appurtenances have been installed.

Helling Hill Run: 5 Lot Subdivision with 260 foot waterline extension. Plans approved.

Horse Ranch Creek Ridge (D.R. Horton - formally Campus Park, Passerelle): 850 WMs / 850 EDUs – Off of Highway 76 and Horse Ranch Creek Road. Plan check for units 1-4, wastewater, and water complete. Caltrans approved construction of forcemain and waterline in Highway 76. Project is scheduled to start in November 2016.

Malabar Ranch: 31 WMs / 29 EDUs – There are 17 out of 31 homes built. Contractor shall complete waterline relocation and punch list items.

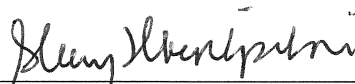
Nessy Burger: Nessy Burger's is proposing to install a permanent building. Plan check two completed.

Olive Hill Estates: 37 WMs / 59.2 EDUs – Contractor working on punchlist items.

Pala Mesa Highlands: 124 Lots on Old Highway 395. Plan check three completed. Contractor started grading.

OTHER:

ITEMS	NO#	ITEMS	NO#
Water Availability Letters	1	Water Meters Purchased	3
Sewer Availability Letters	1	Sewer EDUs Purchased	0
Water Commitment Letters	0	Developer Shutdowns	1
Sewer Commitment Letters	0	Jobs Closed	0



 Sherry Kirkpatrick 10/25/16
 Engineering Manager



BOARD INFORMATION

BOARD OF DIRECTORS

October 13, 2016

SUBJECT

Customer Service & Meter Services


DESCRIPTION

METER SERVICES:

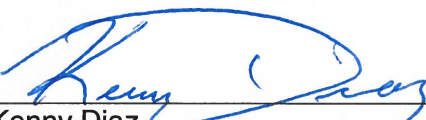
Meter Services completed 643 service orders. Here is a summary of the most pertinent service orders shown by category.

SERVICE ORDERS	COMPLETED
Check Reads	316
Transfers	67
Locked	16
Unlocked	19
Pressure Calls	31
Meter Leaks	40
Drought	1

CUSTOMER SERVICE & METER SERVICES:


 Vanessa Martinez
 Finance Manager

 10/13/16
 10/13/16


 Kenny Diaz
 Meter Services Crew Leader

 10/13/16
 10/13/16



BOARD INFORMATION

BOARD OF DIRECTORS

October 25, 2016

SUBJECT

Human Resources Report for September 2016

DESCRIPTION

Personnel changes, human resources activities, and safety report for September and early October 2016

PERSONNEL CHANGES:

Gerardo Cancino was promoted from Utility Worker I to Utility Worker II in the Construction and Maintenance Department. Gerardo has been with the District for 9 years, has received above average performance ratings for several years, and has earned the required certifications for promotion.

Renee Rubio and Victor Tornero completed their 1-year probationary status and became regular employees on September 9, 2016.

BENEFITS:

Plan Renewals

The transition of the Life, AD&D, Short Term and Long Term Disability Plans to Principal is nearly complete. All contracts have been signed, accepted, and are awaiting installation by Principal. New beneficiary forms have been distributed to employees for completion.

Open Enrollment

The Human Resources Manager created benefits information books and conducted small group meetings with all employees the first week of October to explain the new health plan options and the Health Savings Accounts. Feedback from employees has been positive, and they are actively participating in asking questions to understand the new plan options.

A representative from ACWA-JPIA will be here on October 26th after the Health Fair to answer any additional questions from employees and their spouses about the new plans. Enrollment changes are due to Human Resources by October 31st.

COBRA Administration

The Human Resources Manager completed the full service implementation process with Infinisource, which will make COBRA compliance easier, streamline enrollments, and allow payment management at no additional cost to the District.

WORKFORCE TRAINING AND DEVELOPMENT:**California Special Districts Association**

The Human Resources Manager and General Manager attended the California Special Districts Association conference in San Diego, as directed by the Strategic Plan. In addition, the Safety Administrator attended the SDRMA claims day at the CSDA conference.

Association of California Water Agencies

All Crew Leaders and Utility IIIs in the Construction Department attended the ACWA-JPIA Training Day in Ontario on October 5th and 6th, as directed on the Strategic Plan. This event included topics related to performance management, performance documentation, and several important safety issues.

Customer Service

In accordance with the Strategic Plan, the Human Resources Manager is planning an onsite advanced customer service training that will be led by an outside training company, Workplace Guardians. The training, entitled "Parachuting to a Soft LANDING: Superior Customer Service and Employee Safety Training" will be customized by the trainer to reinforce the District's core values. The curriculum will give employees actionable tools to deliver a high level of customer service to the public and one another, while teaching them strategies to de-escalate volatile interactions with others. Other Districts will be invited to send employees fill additional seats to help reduce the cost of the event.

EMPLOYEE EVENTS:**Employee Appreciation Luncheon and Health Fair – October 26th**

The Human Resources Manager and Events Committee are planning the employee appreciation luncheon in conjunction with the annual health and benefits fair on October 26, 2016. Health related service providers will be invited to attend, and employees who signed up will receive flu shots and biometrics screenings that day.

This all-hands event will include lunch catered by The Rib Shack, and the management team will roll out the new Committed to Excellence employee recognition coin program. Board members are invited to attend the health fair from 9-11 AM and the luncheon that begins at 11:30 AM.

Harvest Festival and Chili Cook-Off

Gloria Dechert and Delia Rubio from the Rainbow Employees Association have planned the annual Harvest Festival and Chili Cook-Off for October 31st, 2016.

Annual Employee Recognition Banquet – January 14th

The Events Committee has secured Pala Mesa Resort for the annual employee recognition banquet. The committee has planned a Black and White theme and will give employees nomination ballots for the just-for-fun awards during the October employee luncheon. The venue walk-through with the DJ is scheduled for October 20th.

Committee members Dawn Washburn and Cynthia Gray are volunteering their time to host a family photo fundraiser event for employees on October 22nd. Proceeds from this event will offset the cost for guests of employees to attend the banquet. So far, 15 employees have signed up for the fundraiser, which will reduce the employees' cost to bring a guest to \$18.00 per guest.

SAFETY:**Ergonomics**

The Human Resources Manager presented an overview of computer workstation Ergonomics for 28 employees on October 4th. Employees were given a self-assessment checklist to identify possible ergonomic issues to correct. Dennis Timoney from SDRMA is scheduled to conduct onsite ergonomics assessments for 17 employees on October 17th.

Office Safety Program

Cynthia Gray presented an idea to all office employees for an ongoing office safety training program. Employees agreed to begin meeting on a monthly basis to review office safety concerns and training topics.

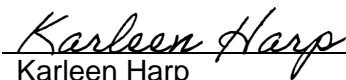
Incidents

It has been 315 days since our last worker's compensation claim.
It has been 635 days since our last lost time injury.

Training

Target Solutions (online): 29 completed training sessions.
Emergency Action Plan (EAP) review: All employees
Annual Injury & Illness Prevention Plan: 12 employees
Hot Work & Compressed Gases: 28 employees

At the September Safety Committee meeting, the members agreed to participate in delivering tailgate safety training topics using SDRMA provided training materials during the Operations meetings each Wednesday. The first committee member to volunteer was Scott Terrell, who is scheduled to present Back Safety on October 12, 2016.



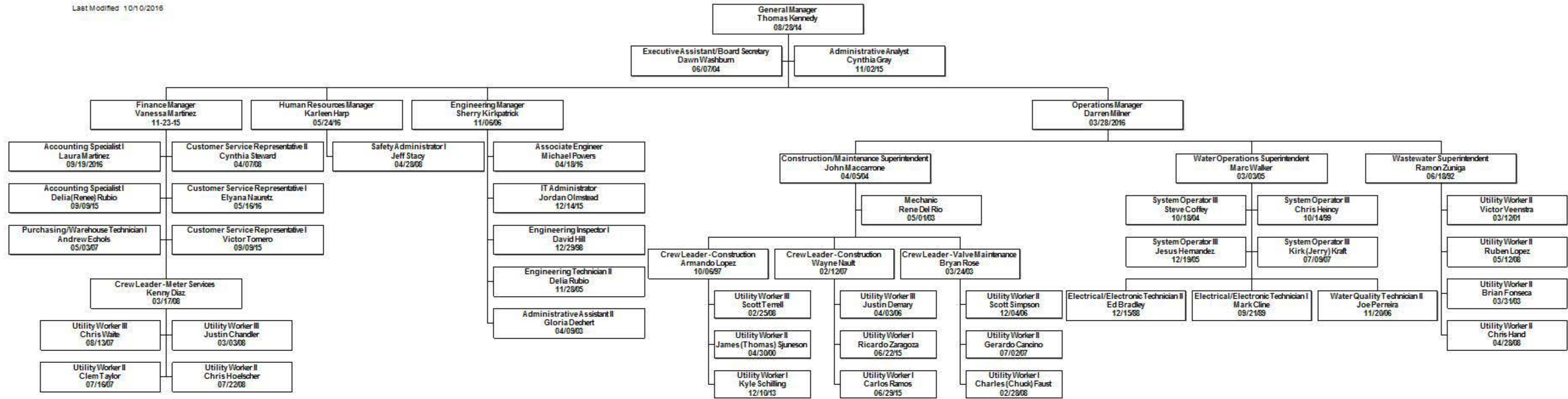
Karleen Harp
Human Resources Manager

10/25/2016

**RAINBOW MUNICIPAL WATER DISTRICT
ORGANIZATIONAL CHART**

Creation Date 8/21/2014

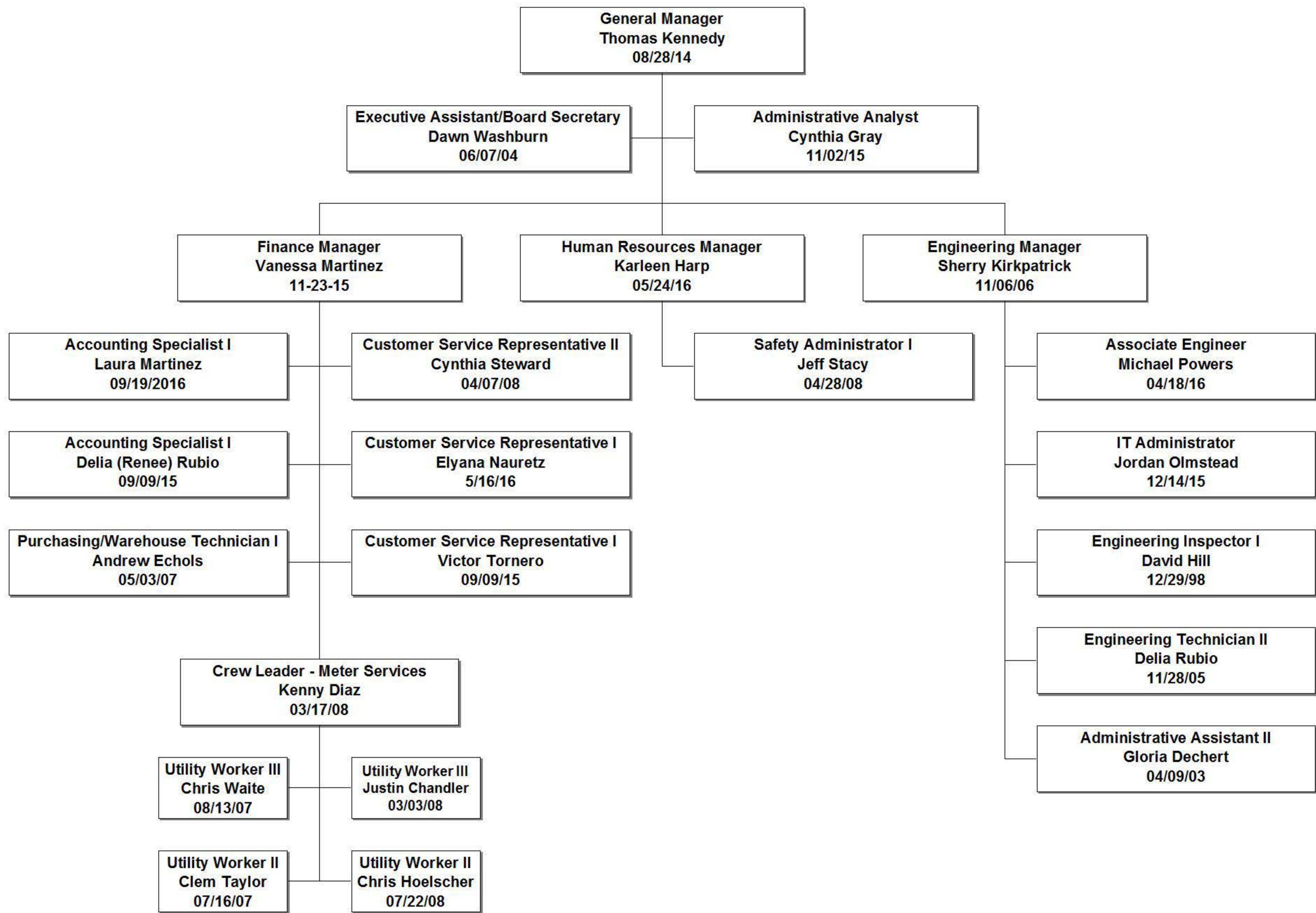
Last Modified 10/10/2016



**RAINBOW MUNICIPAL WATER DISTRICT
ORGANIZATIONAL CHART
PAGE 1 OF 2**

Creation Date 8/21/2014

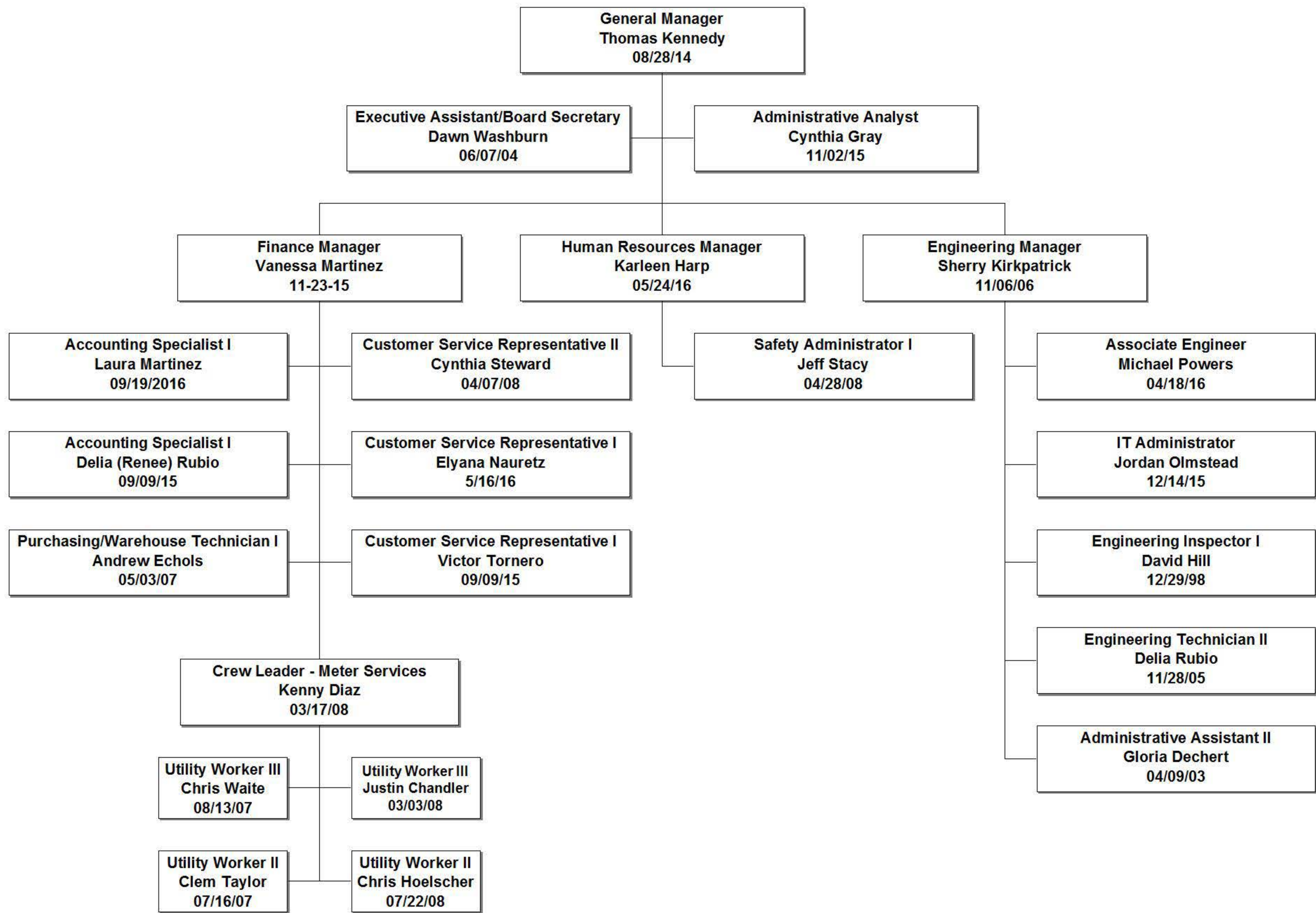
Last Modified 10/10/2016



**RAINBOW MUNICIPAL WATER DISTRICT
ORGANIZATIONAL CHART
PAGE 1 OF 2**

Creation Date 8/21/2014

Last Modified 10/10/2016



General Ledger

Interim Financials

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 Period: 2, 2017



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 01	WATER FUND							
Dept 01-00								
R10	WATER REVENUE							
01-00-41110	Water Sales-Domestic	6,075,496.00	686,327.06	1,415,711.56	4,659,784.44	0.00	4,659,784.44	76.70
01-00-41115	Water Sales-Domestic-Unbilled	0.00	111,253.31	167,480.77	-167,480.77	0.00	-167,480.77	0.00
01-00-41120	Water Sales-Ag-Dom Non Cert	1,049,500.00	158,100.93	325,984.23	723,515.77	0.00	723,515.77	68.94
01-00-41125	Water Sales-Ad Noncert Unbilld	0.00	3,283.44	23,397.44	-23,397.44	0.00	-23,397.44	0.00
01-00-41130	Water Sales-Ag/Dom Met Cert	1,157,290.00	0.00	0.00	1,157,290.00	0.00	1,157,290.00	100.00
01-00-41160	Water Sales-Ag. Non Discount	4,207,195.00	606,054.60	1,232,028.92	2,975,166.08	0.00	2,975,166.08	70.72
01-00-41165	Water Sales-Ag.Nondis Unbilled	0.00	108,137.23	185,997.16	-185,997.16	0.00	-185,997.16	0.00
01-00-41170	Water Sales-Construction	216,282.00	21,444.10	42,514.10	173,767.90	0.00	173,767.90	80.34
01-00-41175	Water Sales-Construction-Unbil	0.00	2,396.21	1,445.11	-1,445.11	0.00	-1,445.11	0.00
01-00-41180	Water Sales Sawr Full Agric	4,106,205.00	460,407.24	969,378.12	3,136,826.88	0.00	3,136,826.88	76.39
01-00-41185	Water Sales-Sawr Ag Unbilled	0.00	20,291.01	88,773.60	-88,773.60	0.00	-88,773.60	0.00
01-00-41190	Water Sales-Sawr Ag/Dom	6,081,872.00	718,893.34	1,508,083.22	4,573,788.78	0.00	4,573,788.78	75.20
01-00-41195	Water Sales Sawr Ag/D Unbilled	0.00	85,440.54	188,214.68	-188,214.68	0.00	-188,214.68	0.00
01-00-42120	Monthly O & M Charges	5,542,712.00	449,406.77	899,718.91	4,642,993.09	0.00	4,642,993.09	83.77
01-00-42121	Infrastructure Access Charge	5,389,049.00	447,769.45	896,166.28	4,492,882.72	0.00	4,492,882.72	83.37
01-00-42130	Readiness-To-Serve Rev Id#1	300,000.00	0.00	0.00	300,000.00	0.00	300,000.00	100.00
01-00-42140	Pumping Charges	537,363.00	56,668.34	120,176.75	417,186.25	0.00	417,186.25	77.64
01-00-43101	Operating Inc Turn On/Off Fees	5,000.00	250.00	575.00	4,425.00	0.00	4,425.00	88.50
01-00-43104	Operating Inc. R.P. Charges	231,936.00	19,292.75	38,479.50	193,456.50	0.00	193,456.50	83.41
01-00-43106	Operating Inc Water Letter Fee	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-00-43109	Operating Inc Inspections	20,000.00	-2,200.00	0.00	20,000.00	0.00	20,000.00	100.00
01-00-43110	Operating Inc Plans And Specs	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
01-00-43111	Operating Inc Install Fees,Hyd	3,500.00	1,150.00	1,380.00	2,120.00	0.00	2,120.00	60.57
01-00-43114	Operating Inc-Miscellaneous	5,000.00	505.00	1,092.16	3,907.84	0.00	3,907.84	78.16
01-00-43116	New Meter Sales/Install Parts	8,500.00	1,800.00	2,760.00	5,740.00	0.00	5,740.00	67.53
01-00-43117	Notice Delivery Revenue	35,000.00	4,320.00	6,040.00	28,960.00	0.00	28,960.00	82.74
	R10 Sub Totals:	34,973,400.00	3,960,991.32	8,115,397.51	26,858,002.49	0.00	26,858,002.49	76.80
R40	INTEREST EXPENSE							
01-00-49301	Property Tax Rev. - Ad Valorem	315,000.00	0.00	0.00	315,000.00	0.00	315,000.00	100.00
	R40 Sub Totals:	315,000.00	0.00	0.00	315,000.00	0.00	315,000.00	100.00
R70	OTHER REVENUE							
01-00-49102	Non Oper Inc-Nsf Check Fees	1,500.00	30.00	150.00	1,350.00	0.00	1,350.00	90.00
01-00-49109	Non Oper Inc-Miscellaneous	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
	R70 Sub Totals:	26,500.00	30.00	150.00	26,350.00	0.00	26,350.00	99.43
R80	CURRENT YEAR NET REV/EXP							
	Revenue Sub Totals:	35,314,900.00	3,961,021.32	8,115,547.51	27,199,352.49	0.00	27,199,352.49	77.02

General Ledger

Interim Financials



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 Period: 2, 2017

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E01	Cost of Water Sold							
01-00-50001	Water Purchases	19,938,700.00	0.00	2,672,558.50	17,266,141.50	0.00	17,266,141.50	86.60
01-00-50003	Water In Storage	0.00	0.00	-111,065.95	111,065.95	0.00	111,065.95	0.00
01-00-50005	Ready To Serve Charge	518,268.00	0.00	42,412.83	475,855.17	0.00	475,855.17	91.82
01-00-50006	Infrastructure Access Charge	468,102.00	0.00	36,388.00	431,714.00	0.00	431,714.00	92.23
01-00-50008	Ag Credit-Sawr	-1,592,850.00	-185,604.41	-391,361.01	-1,201,488.99	0.00	-1,201,488.99	0.00
01-00-50009	Seasonal Storage Credit	702,348.00	0.00	0.00	702,348.00	0.00	702,348.00	100.00
01-00-50010	Customer Service Charge	1,177,944.00	0.00	100,451.25	1,077,492.75	0.00	1,077,492.75	91.47
01-00-50011	Capacity Reservation Charge	563,046.00	0.00	54,813.00	508,233.00	0.00	508,233.00	90.26
01-00-50012	Emergency Storage Charge	1,652,034.00	0.00	142,863.33	1,509,170.67	0.00	1,509,170.67	91.35
01-00-50013	Supply Reliability Charge	0.00	0.00	61,647.92	-61,647.92	0.00	-61,647.92	0.00
	E01 Sub Totals:	23,427,592.00	-185,604.41	2,608,707.87	20,818,884.13	0.00	20,818,884.13	88.86
E05	PAYROLL & EMPLOYEE EXPENSES							
01-00-56101	Regular Salaries	0.00	260.32	624.62	-624.62	0.00	-624.62	0.00
01-00-56501	Employer'S Share Fica Ssi	0.00	15.30	36.22	-36.22	0.00	-36.22	0.00
01-00-56502	Employer'S Share Fica Medicare	0.00	3.83	9.06	-9.06	0.00	-9.06	0.00
01-00-56503	Medical Ins Acwa Health Ben	0.00	148,849.27	148,885.59	-148,885.59	0.00	-148,885.59	0.00
01-00-56504	Dental Insurance	0.00	15,479.89	17,712.48	-17,712.48	0.00	-17,712.48	0.00
01-00-56505	Vision Ins Acwa Serv Corp	0.00	1,931.06	1,931.52	-1,931.52	0.00	-1,931.52	0.00
01-00-56506	Life, S/T, L/T Disability Ins	0.00	4,530.98	5,129.38	-5,129.38	0.00	-5,129.38	0.00
01-00-56507	Retirement - Calpers	0.00	17.51	42.77	-42.77	0.00	-42.77	0.00
01-00-56520	Deferred Comp-Employer Contrib	0.00	8,425.00	12,437.50	-12,437.50	0.00	-12,437.50	0.00
	E05 Sub Totals:	0.00	179,513.16	186,809.14	-186,809.14	0.00	-186,809.14	0.00
	Expense Sub Totals:	23,427,592.00	-6,091.25	2,795,517.01	20,632,074.99	0.00	20,632,074.99	88.07
	Dept 00 Sub Totals:	-11,887,308.00	-3,967,112.57	-5,320,030.50	-6,567,277.50	0.00		
Dept 01-31	PUMPING							
E05	PAYROLL & EMPLOYEE EXPENSES							
01-31-56101	Regular Salaries	89,429.00	9,252.17	12,847.35	76,581.65	0.00	76,581.65	85.63
01-31-56103	Overtime Paid, Comptime Earn.	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-31-56501	Employer'S Share Fica Ssi	5,545.00	532.90	740.33	4,804.67	0.00	4,804.67	86.65
01-31-56502	Employer'S Share Fica Medicare	1,297.00	133.00	184.99	1,112.01	0.00	1,112.01	85.74
01-31-56503	Medical Ins Acwa Health Ben	17,465.00	1,281.51	1,647.17	15,817.83	0.00	15,817.83	90.57
01-31-56504	Dental Insurance	1,687.00	0.00	0.00	1,687.00	0.00	1,687.00	100.00
01-31-56505	Vision Ins Acwa	228.00	31.02	49.28	178.72	0.00	178.72	78.39
01-31-56506	Life, S/T,L/T Disability Ins	1,357.00	0.00	0.00	1,357.00	0.00	1,357.00	100.00
01-31-56507	Retirement-Calpers	14,935.00	877.26	1,219.94	13,715.06	0.00	13,715.06	91.83
01-31-56515	Worker'S Compensation Ins	3,393.00	0.00	2,290.20	1,102.80	0.00	1,102.80	32.50
01-31-56516	State Unemployment Ins, E.T.T.	252.00	0.00	0.00	252.00	0.00	252.00	100.00
01-31-56520	Deferred Comp-Employer Contrib	2,600.00	0.00	0.00	2,600.00	0.00	2,600.00	100.00
	E05 Sub Totals:	138,688.00	12,107.86	18,979.26	119,708.74	0.00	119,708.74	86.32

General Ledger

Interim Financials

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Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10	PUMPING OPERATION EXPENSES							
01-31-63100	Equipment Maintenance/Repair	61,000.00	0.00	0.00	61,000.00	370.87	60,629.13	99.39
01-31-63401	Building Maintenance	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
01-31-72000	Supplies & Services	20,000.00	0.00	0.00	20,000.00	2,109.77	17,890.23	89.45
01-31-72150	Regulatory Permits	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
01-31-73000	Small Tools And Equipment	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
01-31-78000	Utilities - Electricity	552,300.00	48,818.55	48,818.55	503,481.45	0.00	503,481.45	91.16
	E10 Sub Totals:	640,800.00	48,818.55	48,818.55	591,981.45	2,480.64	589,500.81	91.99
	Expense Sub Totals:	779,488.00	60,926.41	67,797.81	711,690.19	2,480.64	709,209.55	90.98
	Dept 31 Sub Totals:	779,488.00	60,926.41	67,797.81	711,690.19	2,480.64		
Dept 01-32	OPERATIONS							
E05	PAYROLL & EMPLOYEE EXPENSES							
01-32-56101	Regular Salaries	631,710.00	45,039.54	66,367.76	565,342.24	0.00	565,342.24	89.49
01-32-56103	Overtime Paid, Comptime Earn.	50,000.00	3,105.57	5,110.22	44,889.78	0.00	44,889.78	89.78
01-32-56501	Employer'S Share Fica Ssi	39,166.00	2,783.19	4,137.17	35,028.83	0.00	35,028.83	89.44
01-32-56502	Employer'S Share Fica Medicare	9,160.00	703.55	1,044.82	8,115.18	0.00	8,115.18	88.59
01-32-56503	Medical Ins Acwa Health Ben	121,278.00	15,954.64	18,517.77	102,760.23	0.00	102,760.23	84.73
01-32-56504	Dental Insurance	10,964.00	0.00	0.00	10,964.00	0.00	10,964.00	100.00
01-32-56505	Vision Ins Acwa	1,484.00	-41.88	71.99	1,412.01	0.00	1,412.01	95.15
01-32-56506	Life, S/T,L/T Disability Ins	9,181.00	0.00	0.00	9,181.00	0.00	9,181.00	100.00
01-32-56507	Retirement-Calpers	105,496.00	4,355.80	6,418.46	99,077.54	0.00	99,077.54	93.92
01-32-56509	Employee Holidays	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-32-56512	Employee Training/Tuition Reim	13,000.00	4,156.29	4,216.29	8,783.71	0.00	8,783.71	67.57
01-32-56515	Worker'S Compensation Ins	23,967.00	0.00	16,177.55	7,789.45	0.00	7,789.45	32.50
01-32-56516	State Unemployment Ins, E.T.T.	1,638.00	0.00	0.00	1,638.00	0.00	1,638.00	100.00
01-32-56518	Duty Pay	13,000.00	1,000.00	1,500.00	11,500.00	0.00	11,500.00	88.46
01-32-56520	Deferred Comp-Employer Contrib	16,900.00	0.00	0.00	16,900.00	0.00	16,900.00	100.00
	E05 Sub Totals:	1,046,944.00	77,056.70	123,562.03	923,381.97	0.00	923,381.97	88.20

General Ledger

Interim Financials



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Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E15	WATER OPERATION EXPENSES							
01-32-60000	Electronics	29,500.00	3,115.04	3,115.04	26,384.96	3,292.34	23,092.62	78.28
01-32-63100	Equipment Maintenance/Repairs	13,500.00	705.43	705.43	12,794.57	1,803.97	10,990.60	81.41
01-32-63102	Equipment Maintenance Contract	38,000.00	0.00	0.00	38,000.00	0.00	38,000.00	100.00
01-32-63401	Building Maintenance	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
01-32-72000	Supplies And Services	257,000.00	2,398.28	2,989.46	254,010.54	42,812.50	211,198.04	82.18
01-32-72010	Tank Maintenance	664,643.00	139,987.28	139,987.28	524,655.72	0.00	524,655.72	78.94
01-32-72150	Regulatory Permits	41,000.00	0.00	0.00	41,000.00	0.00	41,000.00	100.00
01-32-72700	Printing & Reproductions	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
01-32-73000	Small Tools And Equipment	1,000.00	0.00	0.00	1,000.00	1,500.00	-500.00	0.00
01-32-75300	Travel/Conf/Training	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
01-32-78000	Utilities	12,600.00	307.88	307.88	12,292.12	0.00	12,292.12	97.56
01-32-82000	Capital Equipment	21,120.00	0.00	0.00	21,120.00	1,707.92	19,412.08	91.91
	E15 Sub Totals:	1,086,363.00	146,513.91	147,105.09	939,257.91	51,116.73	888,141.18	81.75
	Expense Sub Totals:	2,133,307.00	223,570.61	270,667.12	1,862,639.88	51,116.73	1,811,523.15	84.92
	Dept 32 Sub Totals:	2,133,307.00	223,570.61	270,667.12	1,862,639.88	51,116.73		
Dept 01-33	VALVE MAINTENANCE							
E05	PAYROLL & EMPLOYEE EXPENSES							
01-33-56101	Regular Salaries	309,284.00	26,069.67	34,306.05	274,977.95	0.00	274,977.95	88.91
01-33-56103	Overtime Paid, Comptime Earn.	4,500.00	1,578.98	1,578.98	2,921.02	0.00	2,921.02	64.91
01-33-56501	Employer'S Share Fica Ssi	19,176.00	1,588.82	2,063.58	17,112.42	0.00	17,112.42	89.24
01-33-56502	Employer'S Share Fica Medicare	4,485.00	399.00	517.65	3,967.35	0.00	3,967.35	88.46
01-33-56503	Medical Ins Acwa Health Ben	72,669.00	7,528.53	8,537.97	64,131.03	0.00	64,131.03	88.25
01-33-56504	Dental Insurance	6,747.00	0.00	0.00	6,747.00	0.00	6,747.00	100.00
01-33-56505	Vision Ins Acwa	913.00	35.31	79.37	833.63	0.00	833.63	91.31
01-33-56506	Life, S/T,L/T Disability Ins	4,675.00	0.00	0.00	4,675.00	0.00	4,675.00	100.00
01-33-56507	Retirement-Calpers	51,650.00	2,441.60	3,233.16	48,416.84	0.00	48,416.84	93.74
01-33-56512	Employee Training/Tuition Reim	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
01-33-56515	Worker'S Compensation Ins	11,734.00	0.00	7,920.50	3,813.50	0.00	3,813.50	32.50
01-33-56516	State Unemployment Ins, E.T.T.	1,008.00	0.00	0.00	1,008.00	0.00	1,008.00	100.00
01-33-56520	Deferred Comp-Employer Contrib	10,400.00	0.00	0.00	10,400.00	0.00	10,400.00	100.00
	E05 Sub Totals:	499,241.00	39,641.91	58,237.26	441,003.74	0.00	441,003.74	88.33
E20	VALVE MAINTENANCE EXPENSES							
01-33-72000	Supplies And Services-Sewer	66,500.00	4,378.97	7,424.54	59,075.46	0.00	59,075.46	88.84
01-33-73000	Small Tools And Equipment	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
01-33-75300	Travel/Conferences/Training	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
01-33-82000	Shop And Field Equipment	50,000.00	3,564.04	3,564.04	46,435.96	0.00	46,435.96	92.87
	E20 Sub Totals:	118,500.00	7,943.01	10,988.58	107,511.42	0.00	107,511.42	90.73

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E25	WATER DISTRIBUTION EXPENSES							
	Expense Sub Totals:	617,741.00	47,584.92	69,225.84	548,515.16	0.00	548,515.16	88.79
	Dept 33 Sub Totals:	617,741.00	47,584.92	69,225.84	548,515.16	0.00		
Dept 01-34	WATER DISTRIBUTION							
E05	PAYROLL & EMPLOYEE EXPENSES							
01-34-56101	Regular Salaries	903,611.00	54,452.39	87,902.52	815,708.48	0.00	815,708.48	90.27
01-34-56103	Overtime Paid, Comptime Earn.	80,000.00	14,043.37	24,741.95	55,258.05	0.00	55,258.05	69.07
01-34-56501	Employer'S Share Fica Ssi	56,024.00	3,985.63	6,565.07	49,458.93	0.00	49,458.93	88.28
01-34-56502	Employer'S Share Fica Medicare	13,102.00	998.85	1,643.95	11,458.05	0.00	11,458.05	87.45
01-34-56503	Medical Ins Acwa Health Ben	165,590.00	20,686.30	25,265.79	140,324.21	0.00	140,324.21	84.74
01-34-56504	Dental Insurance	16,584.00	0.00	0.00	16,584.00	0.00	16,584.00	100.00
01-34-56505	Vision Ins Acwa	2,397.00	101.76	280.88	2,116.12	0.00	2,116.12	88.28
01-34-56506	Life, S/T,L/T Disability Ins	13,286.00	0.00	0.00	13,286.00	0.00	13,286.00	100.00
01-34-56507	Retirement-Calpers	150,903.00	5,075.65	8,267.08	142,635.92	0.00	142,635.92	94.52
01-34-56512	Employee Training/Tuition Reim	7,000.00	1,011.60	1,011.60	5,988.40	0.00	5,988.40	85.55
01-34-56515	Worker'S Compensation Ins	35,220.00	0.00	23,149.65	12,070.35	0.00	12,070.35	34.27
01-34-56516	State Unemployment Ins, E.T.T.	2,646.00	0.00	0.00	2,646.00	0.00	2,646.00	100.00
01-34-56518	Duty Pay	13,000.00	1,000.00	1,750.00	11,250.00	0.00	11,250.00	86.54
01-34-56520	Deferred Comp-Employer Contrib	24,700.00	0.00	0.00	24,700.00	0.00	24,700.00	100.00
	E05 Sub Totals:	1,484,063.00	101,355.55	180,578.49	1,303,484.51	0.00	1,303,484.51	87.83
E25	WATER DISTRIBUTION EXPENSES							
01-34-63100	Equipment Rental	0.00	30.85	30.85	-30.85	0.00	-30.85	0.00
01-34-72000	Supplies And Services	353,000.00	14,952.53	18,718.96	334,281.04	240,685.81	93,595.23	26.51
01-34-73000	Small Tools And Equipment	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
01-34-75300	Travel/Conferences/Meetings	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
01-34-78900	Trash Pick-Up	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-34-82000	Shop And Field Equipment	114,600.00	0.00	0.00	114,600.00	0.00	114,600.00	100.00
	E25 Sub Totals:	472,600.00	14,983.38	18,749.81	453,850.19	240,685.81	213,164.38	45.10
	Expense Sub Totals:	1,956,663.00	116,338.93	199,328.30	1,757,334.70	240,685.81	1,516,648.89	77.51
	Dept 34 Sub Totals:	1,956,663.00	116,338.93	199,328.30	1,757,334.70	240,685.81		
Dept 01-35	METER SERVICES							
E05	PAYROLL & EMPLOYEE EXPENSES							
01-35-56101	Regular Salaries	429,602.00	33,672.43	49,374.48	380,227.52	0.00	380,227.52	88.51
01-35-56103	Overtime Paid, Comptime Earn.	3,000.00	618.02	684.00	2,316.00	0.00	2,316.00	77.20
01-35-56501	Employer'S Share Fica Ssi	26,635.00	1,957.31	2,875.07	23,759.93	0.00	23,759.93	89.21
01-35-56502	Employer'S Share Fica Medicare	6,229.00	499.54	728.98	5,500.02	0.00	5,500.02	88.30
01-35-56503	Medical Ins Acwa Health Ben	72,699.00	8,087.97	9,645.88	63,053.12	0.00	63,053.12	86.73
01-35-56504	Dental Insurance	9,277.00	0.00	0.00	9,277.00	0.00	9,277.00	100.00
01-35-56505	Vision Ins Acwa Serv Corp	1,027.00	8.85	93.53	933.47	0.00	933.47	90.89
01-35-56506	Life, S/T, L/T Disability Ins	6,496.00	0.00	0.00	6,496.00	0.00	6,496.00	100.00

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01-35-56507	Retirement - Calpers	71,743.00	3,246.54	4,765.08	66,977.92	0.00	66,977.92	93.36
01-35-56512	Employee Training/Tuition Reim	2,000.00	0.00	60.00	1,940.00	0.00	1,940.00	97.00
01-35-56515	Worker'S Compensation Ins	18,751.00	0.00	12,671.78	6,079.22	0.00	6,079.22	32.42
01-35-56516	State Unemployment Ins, E.T.T.	1,386.00	0.00	0.00	1,386.00	0.00	1,386.00	100.00
01-35-56520	Deferred Comp-Employer Contrib	14,300.00	0.00	0.00	14,300.00	0.00	14,300.00	100.00
	E05 Sub Totals:	663,145.00	48,090.66	80,898.80	582,246.20	0.00	582,246.20	87.80
E30	METER SERVICES EXPENSES							
01-35-56524	OTHER POST EMPLOYMENT BENEF	3,788.00	0.00	0.00	3,788.00	0.00	3,788.00	100.00
01-35-63404	Backflow Expenses	230,050.00	14,010.00	21,054.00	208,996.00	1,533.00	207,463.00	90.18
01-35-72000	Supplies & Services	95,000.00	2,331.90	9,411.36	85,588.64	29,704.21	55,884.43	58.83
01-35-73000	Small Tools And Equipment	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
01-35-75300	Replacement Reserve-Oceanside	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-35-82000	Shop And Field Equipment	135,000.00	1,904.44	6,100.67	128,899.33	0.00	128,899.33	95.48
	E30 Sub Totals:	466,338.00	18,246.34	36,566.03	429,771.97	31,237.21	398,534.76	85.46
	Expense Sub Totals:	1,129,483.00	66,337.00	117,464.83	1,012,018.17	31,237.21	980,780.96	86.83
	Dept 35 Sub Totals:	1,129,483.00	66,337.00	117,464.83	1,012,018.17	31,237.21		
Dept 01-36 E25	GARAGE WATER DISTRIBUTION EXPENSES							
	Fund Revenue Sub Totals:	35,314,900.00	3,961,021.32	8,115,547.51	27,199,352.49	0.00	27,199,352.49	77.02
	Fund Expense Sub Totals:	30,044,274.00	508,666.62	3,520,000.91	26,524,273.09	325,520.39	26,198,752.70	87.20
	Fund 01 Sub Totals:	-5,270,626.00	-3,452,354.70	-4,595,546.60	-675,079.40	325,520.39		

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Fund 02	SEWER FUND							
Dept 02-00								
R10	WATER REVENUE							
02-00-41210	Sewer Charges-Developing Accts	150,000.00	9,428.67	19,124.02	130,875.98	0.00	130,875.98	87.25
02-00-43101	Sewer-Oakcrest Service Charges	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
02-00-43106	Operating Inc-Sewer Letter Fee	500.00	0.00	0.00	500.00	0.00	500.00	100.00
02-00-43110	Operating Inc-Plan Chk/Ins Fee	0.00	2,200.00	2,200.00	-2,200.00	0.00	-2,200.00	0.00
	R10 Sub Totals:	155,500.00	11,628.67	21,324.02	134,175.98	0.00	134,175.98	86.29
R30	WASTEWATER REVENUE							
02-00-41110	Sewer Charges-Established Acct	2,350,000.00	205,734.64	415,176.75	1,934,823.25	0.00	1,934,823.25	82.33
02-00-49109	NON OPERATING REVENUE	0.00	0.00	1,983.75	-1,983.75	0.00	-1,983.75	0.00
	R30 Sub Totals:	2,350,000.00	205,734.64	417,160.50	1,932,839.50	0.00	1,932,839.50	82.25
R40	INTEREST EXPENSE							
02-00-49301	Property Tax Rev - Ad Valorem	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
	R40 Sub Totals:	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
	Revenue Sub Totals:	2,545,500.00	217,363.31	438,484.52	2,107,015.48	0.00	2,107,015.48	82.77
E60	WASTEWATER EXPENSES							
02-00-52176	OVERHEAD TRANSFER TO GEN FUN	640,450.00	0.00	0.00	640,450.00	0.00	640,450.00	100.00
	E60 Sub Totals:	640,450.00	0.00	0.00	640,450.00	0.00	640,450.00	100.00
	Expense Sub Totals:	640,450.00	0.00	0.00	640,450.00	0.00	640,450.00	100.00
	Dept 00 Sub Totals:	-1,905,050.00	-217,363.31	-438,484.52	-1,466,565.48	0.00		
Dept 02-61	WASTEWATER							
E05	PAYROLL & EMPLOYEE EXPENSES							
02-61-56101	Regular Salaries	410,215.00	30,388.91	46,252.95	363,962.05	0.00	363,962.05	88.72
02-61-56103	Overtime Paid, Comp Time Earn.	35,000.00	1,355.57	2,836.36	32,163.64	0.00	32,163.64	91.90
02-61-56501	Employer'S Share Fica Ssi	25,433.00	1,808.96	2,793.79	22,639.21	0.00	22,639.21	89.02
02-61-56502	Employer'S Share Fica Medicare	5,948.00	464.24	713.42	5,234.58	0.00	5,234.58	88.01
02-61-56503	Medical Ins Acwa Health Ben	93,310.00	11,010.34	13,376.84	79,933.16	0.00	79,933.16	85.66
02-61-56504	Dental Insurance	8,432.99	0.00	0.00	8,432.99	0.00	8,432.99	100.00
02-61-56505	Vision Ins Acwa	1,141.00	2.72	106.96	1,034.04	0.00	1,034.04	90.63
02-61-56506	Life, S/T,LT Disability Ins	6,145.00	0.00	0.00	6,145.00	0.00	6,145.00	100.00
02-61-56507	Retirement-Calpers	68,506.00	2,935.41	4,469.61	64,036.39	0.00	64,036.39	93.48
02-61-56512	Employee Training/Tuition Reim	3,000.00	247.00	446.68	2,553.32	0.00	2,553.32	85.11
02-61-56515	Worker'S Compensation Ins	19,117.00	0.00	12,903.80	6,213.20	0.00	6,213.20	32.50
02-61-56516	State Unemployment Ins, E.T.T.	1,260.00	0.00	0.00	1,260.00	0.00	1,260.00	100.00
02-61-56518	Duty Pay	13,000.00	1,000.00	1,250.00	11,750.00	0.00	11,750.00	90.38

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02-61-56520	Deferred Comp-Employer Contrib	13,000.00	0.00	0.00	13,000.00	0.00	13,000.00	100.00
02-61-56524	Other Post Employment Benefits	3,481.00	0.00	0.00	3,481.00	0.00	3,481.00	100.00
	E05 Sub Totals:	706,988.99	49,213.15	85,150.41	621,838.58	0.00	621,838.58	87.96
E60	WASTEWATER EXPENSES							
02-61-60000	Equipment	18,300.00	0.00	377.00	17,923.00	0.00	17,923.00	97.94
02-61-63100	Equipment Maintenance-Sewer	22,000.00	191.61	191.61	21,808.39	9,598.68	12,209.71	55.50
02-61-63401	Building Maintenance	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
02-61-70000	Professional Services	0.00	0.00	450.00	-450.00	0.00	-450.00	0.00
02-61-70300	Legal Services	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
02-61-72000	Supplies And Services-Sewer	87,000.00	650.82	650.82	86,349.18	49,636.40	36,712.78	42.20
02-61-72150	Regulatory Permits	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
02-61-72200	Books And Resources	300.00	0.00	0.00	300.00	0.00	300.00	100.00
02-61-72400	Dues And Subscriptions	800.00	0.00	0.00	800.00	538.00	262.00	32.75
02-61-72600	Sewer Line Cleaning	35,000.00	12.52	65.90	34,934.10	0.00	34,934.10	99.81
02-61-73000	Small Tools And Equipment	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
02-61-75300	Travel/Conferences/Training	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
02-61-77000	Sewage Treat.-Oceanside Plant	900,000.00	0.00	0.00	900,000.00	0.00	900,000.00	100.00
02-61-77100	Replacement Reserve-Oceanside	331,100.00	0.00	0.00	331,100.00	0.00	331,100.00	100.00
02-61-78000	Utilities	58,000.00	3,994.61	3,994.61	54,005.39	0.00	54,005.39	93.11
02-61-78300	Hazardous Waster Material Disp	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
02-61-78700	Utilities-Propane	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
02-61-82000	Shop And Field Equipment	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
	E60 Sub Totals:	1,516,500.00	4,849.56	5,729.94	1,510,770.06	59,773.08	1,450,996.98	95.68
	Expense Sub Totals:	2,223,488.99	54,062.71	90,880.35	2,132,608.64	59,773.08	2,072,835.56	93.22
	Dept 61 Sub Totals:	2,223,488.99	54,062.71	90,880.35	2,132,608.64	59,773.08		
	Fund Revenue Sub Totals:	2,545,500.00	217,363.31	438,484.52	2,107,015.48	0.00	2,107,015.48	82.77
	Fund Expense Sub Totals:	2,863,938.99	54,062.71	90,880.35	2,773,058.64	59,773.08	2,713,285.56	94.74
	Fund 02 Sub Totals:	318,438.99	-163,300.60	-347,604.17	666,043.16	59,773.08		

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Fund 03	GENERAL FUND							
Dept 03-00								
R10	WATER REVENUE							
03-00-43102	Operating Inc Penalty/Int Chgs	225,000.00	24,735.04	43,567.27	181,432.73	0.00	181,432.73	80.64
03-00-43108	Operating Inc Plan Check Rev.	12,000.00	930.00	930.00	11,070.00	0.00	11,070.00	92.25
	R10 Sub Totals:	237,000.00	25,665.04	44,497.27	192,502.73	0.00	192,502.73	81.22
R70	OTHER REVENUE							
03-00-42200	Overhead Trs From Water, Sewer	4,730,000.00	0.00	0.00	4,730,000.00	0.00	4,730,000.00	100.00
03-00-49108	Non Oper Inc-Rents And Leases	80,000.00	9,983.39	9,983.39	70,016.61	0.00	70,016.61	87.52
03-00-49109	Miscellaneous Revenue	15,000.00	1.41	3.23	14,996.77	0.00	14,996.77	99.98
03-00-49114	MISC Revenue - Eng. Services	0.00	150.00	150.00	-150.00	0.00	-150.00	0.00
	R70 Sub Totals:	4,825,000.00	10,134.80	10,136.62	4,814,863.38	0.00	4,814,863.38	99.79
	Revenue Sub Totals:	5,062,000.00	35,799.84	54,633.89	5,007,366.11	0.00	5,007,366.11	98.92
	Dept 00 Sub Totals:	-5,062,000.00	-35,799.84	-54,633.89	-5,007,366.11	0.00		
Dept 03-20	BOARD							
E05	PAYROLL & EMPLOYEE EXPENSES							
03-20-56202	Board Member Expenses	13,500.00	750.00	600.00	12,900.00	0.00	12,900.00	95.56
03-20-72000	Supplies And Services	300.00	0.00	0.00	300.00	0.00	300.00	100.00
03-20-75300	Travel/Conferences/Training	12,375.00	0.00	50.00	12,325.00	0.00	12,325.00	99.60
	E05 Sub Totals:	26,175.00	750.00	650.00	25,525.00	0.00	25,525.00	97.52
E40	ADMINISTRATION & HR EXPENSES							
03-20-56501	FICAR	837.00	46.50	37.20	799.80	0.00	799.80	95.56
03-20-56502	MEDIR	196.00	10.90	8.72	187.28	0.00	187.28	95.55
03-20-56515	Worker's Compensation Ins.	80.00	0.00	0.00	80.00	0.00	80.00	100.00
	E40 Sub Totals:	1,113.00	57.40	45.92	1,067.08	0.00	1,067.08	95.87
	Expense Sub Totals:	27,288.00	807.40	695.92	26,592.08	0.00	26,592.08	97.45
	Dept 20 Sub Totals:	27,288.00	807.40	695.92	26,592.08	0.00		
Dept 03-36	GARAGE							
E05	PAYROLL & EMPLOYEE EXPENSES							
03-36-56101	Regular Salaries	87,250.00	6,214.54	9,321.82	77,928.18	0.00	77,928.18	89.32
03-36-56103	Overtime Paid, Comp Time Earn.	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
03-36-56501	Employer'S Share Fica Ssi	5,410.00	342.56	513.84	4,896.16	0.00	4,896.16	90.50
03-36-56502	Employer'S Share Fica Medicare	1,265.00	87.32	130.98	1,134.02	0.00	1,134.02	89.65
03-36-56503	Medical Ins Acwa Health Ben	18,402.00	2,149.22	2,570.67	15,831.33	0.00	15,831.33	86.03
03-36-56504	Dental Insurance	1,687.00	0.00	0.00	1,687.00	0.00	1,687.00	100.00

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03-36-56505	Vision Ins Acwa	228.00	0.00	18.56	209.44	0.00	209.44	91.86
03-36-56506	Life, S/T,L/T Disability Ins	1,323.00	0.00	0.00	1,323.00	0.00	1,323.00	100.00
03-36-56507	Retirement-Calpers	14,571.00	601.00	901.51	13,669.49	0.00	13,669.49	93.81
03-36-56515	Worker'S Compensation Ins	3,603.00	0.00	2,432.14	1,170.86	0.00	1,170.86	32.50
03-36-56516	State Unemployment Ins, E.T.T.	252.00	0.00	0.00	252.00	0.00	252.00	100.00
03-36-56520	Deferred Comp-Employer Contrib	2,600.00	0.00	0.00	2,600.00	0.00	2,600.00	100.00
	E05 Sub Totals:	137,591.00	9,394.64	15,889.52	121,701.48	0.00	121,701.48	88.45
E35	GARAGE EXPENSES							
03-36-63000	Equipment	2,500.00	94.15	94.15	2,405.85	3,225.00	-819.15	0.00
03-36-63100	Equipment Maintenance	25,000.00	1,300.91	1,843.73	23,156.27	11,143.51	12,012.76	48.05
03-36-63421	Fuel And Oil	100,000.00	6,153.52	6,153.52	93,846.48	18,846.48	75,000.00	75.00
03-36-63422	Repair, Supplies, Auto	65,000.00	3,077.18	3,857.18	61,142.82	31,290.76	29,852.06	45.93
03-36-72000	Supplies And Services	5,500.00	373.78	373.78	5,126.22	5,500.00	-373.78	0.00
03-36-72150	Regulatory Permits	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
03-36-73000	Small Tools And Equipment	1,500.00	0.00	0.00	1,500.00	1,500.00	0.00	0.00
03-36-75300	Travel/Conferences/Training	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
03-36-83000	Vehicles	295,000.00	0.00	0.00	295,000.00	184,602.74	110,397.26	37.42
	E35 Sub Totals:	498,500.00	10,999.54	12,322.36	486,177.64	256,108.49	230,069.15	46.15
	Expense Sub Totals:	636,091.00	20,394.18	28,211.88	607,879.12	256,108.49	351,770.63	55.30
	Dept 36 Sub Totals:	636,091.00	20,394.18	28,211.88	607,879.12	256,108.49		
Dept 03-41	ADMINISTRATION/HR							
E05	PAYROLL & EMPLOYEE EXPENSES							
03-41-56101	Regular Salaries	550,985.00	36,383.29	55,766.19	495,218.81	0.00	495,218.81	89.88
03-41-56103	Overtime Paid, Comp Time Earn.	3,100.00	251.19	1,069.91	2,030.09	0.00	2,030.09	65.49
03-41-56501	Employer'S Share Fica Ssi	34,161.00	1,338.43	2,569.29	31,591.71	0.00	31,591.71	92.48
03-41-56502	Employer'S Share Fica Medicare	7,989.00	532.13	842.33	7,146.67	0.00	7,146.67	89.46
03-41-56503	Medical Ins Acwa Health Ben	60,027.00	5,149.15	6,498.58	53,528.42	0.00	53,528.42	89.17
03-41-56504	Dental Insurance	5,621.00	0.00	0.00	5,621.00	0.00	5,621.00	100.00
03-41-56505	Vision Ins Acwa	913.00	42.70	88.36	824.64	0.00	824.64	90.32
03-41-56506	Life, S/T,L/T Disability Ins	6,556.00	599.15	599.15	5,956.85	0.00	5,956.85	90.86
03-41-56507	Retirement-Calpers	92,015.00	3,188.59	4,995.76	87,019.24	0.00	87,019.24	94.57
03-41-56511	Employee Uniform Allowance	16,000.00	0.00	0.00	16,000.00	0.00	16,000.00	100.00
03-41-56512	Employee Training/Tuition Reim	950.00	0.00	0.00	950.00	0.00	950.00	100.00
03-41-56515	Worker'S Compensation Ins	22,170.00	0.00	14,235.13	7,934.87	0.00	7,934.87	35.79
03-41-56516	State Unemployment Ins, E.T.T.	1,008.00	0.00	0.00	1,008.00	0.00	1,008.00	100.00
03-41-56520	Deferred Comp-Employer Contrib	10,400.00	0.00	0.00	10,400.00	0.00	10,400.00	100.00
03-41-56524	Other Post Employment Benefits	6,413.00	0.00	0.00	6,413.00	0.00	6,413.00	100.00
	E05 Sub Totals:	818,308.00	47,484.63	86,664.70	731,643.30	0.00	731,643.30	89.41

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E40	ADMINISTRATION & HR EXPENSES							
03-41-56513	Employee Relations	12,675.00	0.00	275.00	12,400.00	0.00	12,400.00	97.83
03-41-56517	EMPLOYEE PAID TIME OFF EXP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
03-41-60100	Computers	225,000.00	19,535.00	43,903.75	181,096.25	35,162.80	145,933.45	64.86
03-41-63102	Equipment Maintenance Contract	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
03-41-63200	Equipment Rental	37,000.00	3,262.66	5,852.49	31,147.51	0.00	31,147.51	84.18
03-41-63400	Kitchen Supplies	3,000.00	270.56	270.56	2,729.44	2,229.44	500.00	16.67
03-41-63401	Building Maintenance	91,400.00	20,002.86	23,732.50	67,667.50	42,072.52	25,594.98	28.00
03-41-65000	Property/Liability Insurance	200,000.00	0.00	193,093.11	6,906.89	0.00	6,906.89	3.45
03-41-65100	District Paid Insurance Claims	20,000.00	1,000.00	1,000.00	19,000.00	0.00	19,000.00	95.00
03-41-70000	Professional Services	195,000.00	0.00	0.00	195,000.00	0.00	195,000.00	100.00
03-41-70300	Legal Services	200,000.00	0.00	0.00	200,000.00	0.00	200,000.00	100.00
03-41-72000	Supplies And Services	27,050.00	2,628.66	2,842.01	24,207.99	4,500.00	19,707.99	72.86
03-41-72200	Books And Resources	250.00	0.00	0.00	250.00	0.00	250.00	100.00
03-41-72400	Dues And Subscriptions	50,000.00	25,070.82	25,070.82	24,929.18	0.00	24,929.18	49.86
03-41-72702	Public Notices/Advertising	1,000.00	0.00	100.00	900.00	0.00	900.00	90.00
03-41-72900	Stationary & Office Supplies	25,000.00	0.00	0.00	25,000.00	4,500.00	20,500.00	82.00
03-41-74000	Communicatons & Phone Bills	12,000.00	1,536.19	1,536.19	10,463.81	0.00	10,463.81	87.20
03-41-74100	Phone Bill	27,476.00	4,429.00	5,846.58	21,629.42	0.00	21,629.42	78.72
03-41-75300	Travel/Conferences/Training	23,220.00	3,935.50	3,960.50	19,259.50	0.00	19,259.50	82.94
03-41-78000	Utilities-Electricity	50,000.00	4,815.39	4,815.39	45,184.61	0.00	45,184.61	90.37
03-41-78700	Utilities -Propane	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
03-41-78900	Trash Pick-Up	6,000.00	345.60	345.60	5,654.40	0.00	5,654.40	94.24
	E40 Sub Totals:	1,212,571.00	86,832.24	312,644.50	899,926.50	88,464.76	811,461.74	66.92
	Expense Sub Totals:	2,030,879.00	134,316.87	399,309.20	1,631,569.80	88,464.76	1,543,105.04	75.98
	Dept 41 Sub Totals:	2,030,879.00	134,316.87	399,309.20	1,631,569.80	88,464.76		
Dept 03-43	SAFETY							
E05	PAYROLL & EMPLOYEE EXPENSES							
03-43-56101	Regular Salaries	71,615.00	5,391.24	7,941.53	63,673.47	0.00	63,673.47	88.91
03-43-56103	Overtime Paid, Comp Time Earn.	300.00	71.73	71.73	228.27	0.00	228.27	76.09
03-43-56501	Employer'S Share Fica Ssi	4,440.00	318.72	470.39	3,969.61	0.00	3,969.61	89.41
03-43-56502	Employer'S Share Fica Medicare	1,038.00	81.98	120.41	917.59	0.00	917.59	88.40
03-43-56503	Medical Ins Acwa Health Ben	9,344.00	819.93	1,199.77	8,144.23	0.00	8,144.23	87.16
03-43-56504	Dental Insurance	1,687.00	0.00	0.00	1,687.00	0.00	1,687.00	100.00
03-43-56505	Vision Ins Acwa	228.00	0.86	19.42	208.58	0.00	208.58	91.48
03-43-56506	Life, S/T,L/T Disability Ins	1,080.00	0.00	0.00	1,080.00	0.00	1,080.00	100.00
03-43-56507	Retirement-Calpers	11,960.00	521.38	768.02	11,191.98	0.00	11,191.98	93.58
03-43-56512	Employee Training/Tuition Reim	350.00	0.00	0.00	350.00	0.00	350.00	100.00
03-43-56515	Worker'S Compensation Ins	2,912.00	0.00	1,850.23	1,061.77	0.00	1,061.77	36.46
03-43-56516	State Unemployment Ins, E.T.T.	252.00	0.00	0.00	252.00	0.00	252.00	100.00
03-43-56520	Deferred Comp-Employer Contrib	2,600.00	0.00	0.00	2,600.00	0.00	2,600.00	100.00
	E05 Sub Totals:	107,806.00	7,205.84	12,441.50	95,364.50	0.00	95,364.50	88.46

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E45	SAFETY COMPLIANCE EXPENSES							
03-43-63100	Equipment Maintenance	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
03-43-63102	Equipment Maintenance Contract	21,200.00	3,771.54	4,756.54	16,443.46	0.00	16,443.46	77.56
03-43-72000	Supplies And Services	16,500.00	950.00	950.00	15,550.00	0.00	15,550.00	94.24
03-43-72200	Books And Resources	200.00	0.00	0.00	200.00	0.00	200.00	100.00
03-43-72400	Dues And Subscriptions	800.00	0.00	0.00	800.00	0.00	800.00	100.00
03-43-72500	Safety Supplies	25,000.00	3,085.40	3,235.40	21,764.60	3,468.60	18,296.00	73.18
03-43-73000	Small Tools And Equipment	300.00	0.00	0.00	300.00	0.00	300.00	100.00
03-43-75300	Travel/Conferences/Training	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
	E45 Sub Totals:	74,000.00	7,806.94	8,941.94	65,058.06	3,468.60	61,589.46	83.23
E55	CUSTOMER SERVICE EXPENSES							
	Expense Sub Totals:	181,806.00	15,012.78	21,383.44	160,422.56	3,468.60	156,953.96	86.33
	Dept 43 Sub Totals:	181,806.00	15,012.78	21,383.44	160,422.56	3,468.60		
Dept 03-51	FINANCE							
E05	PAYROLL & EMPLOYEE EXPENSES							
03-51-56101	Regular Salaries	350,641.00	16,187.07	32,322.46	318,318.54	0.00	318,318.54	90.78
03-51-56103	Overtime Paid, Comp Time Earn.	200.00	237.52	237.52	-37.52	0.00	-37.52	0.00
03-51-56501	Employer'S Share Fica Ssi	21,740.00	937.85	1,907.67	19,832.33	0.00	19,832.33	91.23
03-51-56502	Employer'S Share Fica Medicare	5,084.00	243.93	482.24	4,601.76	0.00	4,601.76	90.51
03-51-56503	Medical Ins Acwa Health Ben	33,446.00	1,348.91	2,344.49	31,101.51	0.00	31,101.51	92.99
03-51-56504	Dental Insurance	4,494.00	0.00	0.00	4,494.00	0.00	4,494.00	100.00
03-51-56505	Vision Ins Acwa	913.00	19.14	56.96	856.04	0.00	856.04	93.76
03-51-56506	Life, S/T,L/T Disability Ins	5,136.00	0.00	0.00	5,136.00	0.00	5,136.00	100.00
03-51-56507	Retirement-Calpers	58,557.00	1,565.44	2,523.37	56,033.63	0.00	56,033.63	95.69
03-51-56512	Employee Training/Tuition Reim	2,400.00	0.00	0.00	2,400.00	0.00	2,400.00	100.00
03-51-56515	Worker'S Compensation Ins	13,421.00	0.00	9,059.07	4,361.93	0.00	4,361.93	32.50
03-51-56516	State Unemployment Ins, E.T.T.	1,008.00	0.00	0.00	1,008.00	0.00	1,008.00	100.00
03-51-56520	Deferred Comp-Employer Contrib	10,400.00	0.00	0.00	10,400.00	0.00	10,400.00	100.00
03-51-56524	Other Post Employment Benefits	3,168.00	0.00	0.00	3,168.00	0.00	3,168.00	100.00
	E05 Sub Totals:	510,608.00	20,539.86	48,933.78	461,674.22	0.00	461,674.22	90.42
E50	FINANCE EXPENSES							
03-51-69000	Postage	46,500.00	5,688.52	5,688.52	40,811.48	0.00	40,811.48	87.77
03-51-70100	Annual Audit Services	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
03-51-70400	Bank Service Charges	60,000.00	0.00	0.00	60,000.00	0.00	60,000.00	100.00
03-51-72000	Supplies And Services	100.00	0.00	0.00	100.00	0.00	100.00	100.00
03-51-72700	Printing And Reproductions	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
03-51-75300	Travel/Conferences/Training	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
	E50 Sub Totals:	126,100.00	5,688.52	5,688.52	120,411.48	0.00	120,411.48	95.49
	Expense Sub Totals:	636,708.00	26,228.38	54,622.30	582,085.70	0.00	582,085.70	91.42

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	Dept 51 Sub Totals:	636,708.00	26,228.38	54,622.30	582,085.70	0.00		
Dept 03-52	CUSTOMER SERVICE							
E05	PAYROLL & EMPLOYEE EXPENSES							
03-52-56101	Regular Salaries	155,878.00	15,610.46	23,415.68	132,462.32	0.00	132,462.32	84.98
03-52-56103	Overtime Paid, Comp Time Earn.	3,500.00	380.37	528.29	2,971.71	0.00	2,971.71	84.91
03-52-56501	Employer'S Share Fica Ssi	9,664.00	953.94	1,428.29	8,235.71	0.00	8,235.71	85.22
03-52-56502	Employer'S Share Fica Medicare	2,260.00	238.36	356.93	1,903.07	0.00	1,903.07	84.21
03-52-56503	Medical Ins Acwa Health Ben	35,779.00	4,252.66	5,718.77	30,060.23	0.00	30,060.23	84.02
03-52-56504	Dental Insurance	5,060.00	0.00	0.00	5,060.00	0.00	5,060.00	100.00
03-52-56505	Vision Ins Acwa	685.00	111.36	129.92	555.08	0.00	555.08	81.03
03-52-56506	Life, S/T,L/T Disability Ins	2,321.00	0.00	0.00	2,321.00	0.00	2,321.00	100.00
03-52-56507	Retirement-Calpers	26,032.00	1,124.64	1,686.96	24,345.04	0.00	24,345.04	93.52
03-52-56512	Employee Training/Tuition Reim	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
03-52-56515	Worker'S Compensation Ins	5,966.00	0.00	4,027.22	1,938.78	0.00	1,938.78	32.50
03-52-56516	State Unemployment Ins, E.T.T.	756.00	0.00	43.74	712.26	0.00	712.26	94.21
03-52-56520	Deferred Comp-Employer Contrib	7,800.00	0.00	0.00	7,800.00	0.00	7,800.00	100.00
03-52-56524	Other Post Employment Benefits	1,683.00	0.00	0.00	1,683.00	0.00	1,683.00	100.00
	E05 Sub Totals:	258,384.00	22,671.79	37,335.80	221,048.20	0.00	221,048.20	85.55
E55	CUSTOMER SERVICE EXPENSES							
03-52-63100	Equipment Maintenance	300.00	0.00	0.00	300.00	0.00	300.00	100.00
03-52-69110	Bad Debt Exp/Billing Adjust'S	20,000.00	0.00	27.30	19,972.70	0.00	19,972.70	99.86
03-52-72000	Supplies And Services	141,000.00	2,940.31	2,940.31	138,059.69	0.00	138,059.69	97.91
03-52-72700	Printing And Reproductions	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
03-52-75300	Travel/Conferences/Training	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	E55 Sub Totals:	165,300.00	2,940.31	2,967.61	162,332.39	0.00	162,332.39	98.20
	Expense Sub Totals:	423,684.00	25,612.10	40,303.41	383,380.59	0.00	383,380.59	90.49
	Dept 52 Sub Totals:	423,684.00	25,612.10	40,303.41	383,380.59	0.00		
Dept 03-91	ENGINEERING							
E05	PAYROLL & EMPLOYEE EXPENSES							
03-91-56101	Regular Salaries	518,020.00	24,910.87	37,567.43	480,452.57	0.00	480,452.57	92.75
03-91-56103	Overtime Paid, Comp Time Earn.	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
03-91-56501	Employer'S Share Fica Ssi	32,117.00	1,447.08	2,178.85	29,938.15	0.00	29,938.15	93.22
03-91-56502	Employer'S Share Fica Medicare	7,511.00	366.98	552.01	6,958.99	0.00	6,958.99	92.65
03-91-56503	Medical Ins Acwa Health Ben	81,688.00	5,724.97	7,237.40	74,450.60	0.00	74,450.60	91.14
03-91-56504	Dental Insurance	8,151.00	0.00	0.00	8,151.00	0.00	8,151.00	100.00
03-91-56505	Vision Ins Acwa	1,027.00	72.81	112.57	914.43	0.00	914.43	89.04
03-91-56506	Life, S/T,L/T Disability Ins	6,963.00	0.00	0.00	6,963.00	0.00	6,963.00	100.00
03-91-56507	Retirement-Calpers	86,509.00	2,195.13	3,312.55	83,196.45	0.00	83,196.45	96.17
03-91-56509	Employee Holidays	0.00	0.00	0.00	0.00	0.00	0.00	0.00
03-91-56512	Employee Training/Tuition Reim	1,200.00	115.00	115.00	1,085.00	0.00	1,085.00	90.42
03-91-56515	Worker'S Compensation Ins	20,734.00	0.00	13,383.44	7,350.56	0.00	7,350.56	35.45

General Ledger

Interim Financials

User: vmartinez
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 Period: 2, 2017



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
03-91-56516	State Unemployment Ins, E.T.T.	1,386.00	0.00	0.00	1,386.00	0.00	1,386.00	100.00
03-91-56520	Deferred Comp-Employer Contrib	14,300.00	0.00	0.00	14,300.00	0.00	14,300.00	100.00
	E05 Sub Totals:	783,606.00	34,832.84	64,459.25	719,146.75	0.00	719,146.75	91.77
E65	ENGINEERING EXPENSES							
03-91-63000	Equipment	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
03-91-63102	Equipment Maintenance Contract	102,310.00	40,025.90	40,025.90	62,284.10	0.00	62,284.10	60.88
03-91-70000	Professional Services	200,000.00	10,797.84	10,797.84	189,202.16	0.00	189,202.16	94.60
03-91-72000	Supplies And Services	21,134.00	0.00	0.00	21,134.00	0.00	21,134.00	100.00
03-91-72200	Books And Resources	500.00	0.00	0.00	500.00	0.00	500.00	100.00
03-91-72400	Dues And Subscriptions	765.00	0.00	0.00	765.00	0.00	765.00	100.00
03-91-72700	Printing And Reproductions	0.00	838.67	838.67	-838.67	0.00	-838.67	0.00
03-91-75300	Travel/Conferences/Training	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	E65 Sub Totals:	334,709.00	51,662.41	51,662.41	283,046.59	0.00	283,046.59	84.56
	Expense Sub Totals:	1,118,315.00	86,495.25	116,121.66	1,002,193.34	0.00	1,002,193.34	89.62
	Dept 91 Sub Totals:	1,118,315.00	86,495.25	116,121.66	1,002,193.34	0.00		
	Fund Revenue Sub Totals:	5,062,000.00	35,799.84	54,633.89	5,007,366.11	0.00	5,007,366.11	98.92
	Fund Expense Sub Totals:	5,054,771.00	308,866.96	660,647.81	4,394,123.19	348,041.85	4,046,081.34	80.04
	Fund 03 Sub Totals:	-7,229.00	273,067.12	606,013.92	-613,242.92	348,041.85		
	Revenue Totals:	42,922,400.00	4,214,184.47	8,608,665.92	34,313,734.08	0.00	34,313,734.08	79.94
	Expense Totals:	37,962,983.99	871,596.29	4,271,529.07	33,691,454.92	733,335.32	32,958,119.60	86.82
	Report Totals:	-4,959,416.01	-3,342,588.18	-4,337,136.85	-622,279.16	733,335.32		

**Director's Expenses
FY 2016-2017**

Disbursement Date	Description	Dennis Sanford-25	Helene Brazier-27	Tory Walker-29	Richard Bigley	William Stewart	Paul Christensen
07/31/16	CAL PERS - HEALTH INS. ASSURANT - DENTAL INS. CSDA,SAN DIEGO CHAPTER WATER AGENCIES ASSOC OF S.D. COUNCIL OF WATER UTILITIES DIRECTORS' MEETINGS MILEAGE EXPENSE REIMBURSEMENT FROM DIRECTORS			\$ 25.00		\$ 25.00	\$ 340.62
	Monthly Totals	\$ 150.00	\$ 150.00	\$ 175.00	\$ 150.00	\$ 25.00	\$ (340.62)
08/31/16	CAL PERS - HEALTH INS. ASSURANT - DENTAL INS. CSDA,SAN DIEGO CHAPTER WATER AGENCIES ASSOC OF S.D. COUNCIL OF WATER UTILITIES DIRECTORS' MEETINGS MILEAGE EXPENSE REIMBURSEMENT FROM DIRECTORS			\$ 150.00	\$ 150.00	\$ 150.00	\$ 340.62
	Monthly Totals	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ (340.62)
09/30/16	CAL PERS - HEALTH INS. ASSURANT - DENTAL INS. CSDA,SAN DIEGO CHAPTER WATER AGENCIES ASSOC OF S.D. COUNCIL OF WATER UTILITIES DIRECTORS' MEETINGS MILEAGE AND EXPENSES REIMBURSEMENT FROM DIRECTORS					\$ 150.00	
	Monthly Totals	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ 150.00	\$ -

Bank Reconciliation

Board Audit

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 Printed: 10/14/2016 - 7:45AM
 Date Range: 09/01/2016 - 09/30/2016
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 01 WATER FUND				
Department: 00				
0	ASSURANT EMPLOYEE BENEFITS	LIFE & LONG TERM DISABILITY	09/22/2016	3,973.68
0	KEVIN MILLER	REIMBURSE RETIRED EMPLOYEE	09/07/2016	726.00
0	RENE BUSH	REIMBURSE RETIRED EMPLOYEE	09/22/2016	726.00
0	SAN DIEGO COUNTY WATER AUT	SDCWA WATER PURCHASE FOR J	09/09/2016	3,111,134.83
0	SHERRY MULLENNIX	REIMBURSE RETIRED EMPLOYEE	09/01/2016	300.00
0	CHARLES C. SNEED	REIMBURSE RETIRED EMPLOYEE	09/07/2016	363.00
0	GENE BUCKLEY	REIMBURSE RETIRED EMPLOYEE	09/22/2016	363.00
52484	LIANE ADAMS	REIMBURSE DEPOSIT FOR METE	09/01/2016	1,100.00
52491	NEIL HARVEY	REIMBURSE DEPOSIT FOR METE	09/01/2016	1,100.00
52492	STEPHANIE HEXTRUM	REIMBURSE DEPOSIT FOR METE	09/01/2016	1,100.00
52498	TERRY SMALL	REIMBURSE DEPOSIT FOR METE	09/01/2016	1,100.00
52518	PARDEE HOMES	REFUND CONSTRUCTION METER	09/07/2016	1,825.00
52519	PETERS PAVING & GRADING	REFUND CONSTRUCTION METER	09/07/2016	1,825.00
52522	RAMONA PAVING & CONSTRUCT	REFUND CONSTRUCTION METER	09/07/2016	3,135.58
52523	UNION ENGINEERING COMPANY	REFUND CONSTRUCTION METER	09/07/2016	1,509.74
52553	FERGUSON WATERWORKS #1083	CREDIT	09/15/2016	3,575.88
52565	ASTRA INDUSTRIAL SERV.INC	C1212 - 12" #100 HYTROL RUBBER	09/22/2016	1,321.29
52566	GORDON & LOUISE BROUSSARD	REFUND ON CLOSED ACCOUNT	09/22/2016	132.90
52568	COLONIAL LIFE & ACCIDENT INS	HEALTH AND ACCIDENTAL INS.	09/22/2016	60.71
52574	FERGUSON WATERWORKS #1083	F1253W - 1" BALL VALVE W/L	09/22/2016	3,479.60
52591	KACIE WORLEY	REFUND ON CLOSED ACCOUNT	09/22/2016	91.63
Total for Department: 00				3,138,943.84
Department: 31 PUMPING				
52496	SAN DIEGO GAS & ELECTRIC	MONTHLY GAS & ELECTRIC SER	09/01/2016	48,818.55
52520	PETTY CASH	PARTS FOR PUMP STATION	09/07/2016	38.15
52544	HOME DEPOT	SHEET METAL	09/12/2016	7.82
52545	MURCAL, INC.	LUBE LEVEL MAINTAINER	09/12/2016	104.27
52561	SAN DIEGO GAS & ELECTRIC	MONTHLY GAS & ELECTRIC SER	09/15/2016	49,160.12
52575	HOME DEPOT	PARTS FOR SCADA PANEL	09/22/2016	126.07
Total for Department: 31 PUMPING				98,254.98
Department: 32 OPERATIONS				
0	BP BATTERY	12VOLT 8AMP HOUR SEALED BAI	09/01/2016	231.77
52494	RYAN HERCO PRODUCTS CORP	PVC/VIT RVDT DIA REL VALVE 1/2	09/01/2016	688.01
52495	SAGE DESIGNS,INC	TELEPACE STUDIO-1, SINGLE SE	09/01/2016	783.27
52496	SAN DIEGO GAS & ELECTRIC	MONTHLY GAS & ELECTRIC SER	09/01/2016	298.41
52505	HACH	FREIGHT CHARGES	09/06/2016	1,329.26
52506	HOME DEPOT	ELECTRICAL TOOLS	09/06/2016	418.65
52515	JOE'S HARDWARE	ITEMS RETURNED	09/07/2016	21.29
52520	PETTY CASH	USB PORT FOR OPERATIONS LAP	09/07/2016	29.13
52534	STEPHEN COFFEY	REIMBURSE SWRCB GRADE 5 WA	09/12/2016	105.00
52544	HOME DEPOT	METAL ROOF, 4" MTL CUT	09/12/2016	56.67
52549	SAN DIEGO GAS & ELECTRIC	MONTHLY ELECTRIC SERVICE	09/12/2016	10.06
52557	HACH	DPD FREE REFILL VIAL	09/15/2016	151.15
52561	SAN DIEGO GAS & ELECTRIC	MONTHLY GAS & ELECTRIC SER	09/15/2016	1,298.23
52569	COUNTY OF S.D. DEPT OF ENVIR	ANNUAL HAZ MAT PERMIT FOR I	09/22/2016	292.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
52571	DEPT OF FORESTRY & FIRE PROT	DISTRICT WEED ABATEMENT	09/22/2016	1,143.10
52575	HOME DEPOT	PARTS FOR NEW ANTENNA	09/22/2016	666.73
52577	JOE'S HARDWARE	BALL VALVE	09/22/2016	45.10
52578	JERRY KRAFT	REIMBURSE FOR SWRCB GRADE	09/22/2016	105.00
52584	POLLARDWATER	DISCHARGE HOSES & FIRE HOSE	09/22/2016	1,830.22
52585	RYAN HERCO PRODUCTS CORP	ITEM - 5908.494	09/22/2016	1,127.04
Total for Department: 32 OPERATIONS				10,630.09
Department: 34 WATER DISTRIBUTION				
0	ART'S TRENCH PLATE & KRAIL SI	TRENCH PLATE RENTAL & PICK U	09/07/2016	2,572.00
0	ART'S TRENCH PLATE & KRAIL SI	TRENCH PLATE RENTAL & DELIV	09/12/2016	955.00
0	ART'S TRENCH PLATE & KRAIL SI	TRENCH PLATE RENTAL, DELIVE	09/22/2016	425.00
0	FALLBROOK EQUIPMENT RENTA	TRAILER, CONCRETE FOR JOBS F	09/01/2016	550.80
0	FALLBROOK EQUIPMENT RENTA	TRAILER, CONCRETE FOR JOBS F	09/12/2016	345.60
0	JOE'S PAVING CO, INC	DEMOI COLD MIX AND PAVE PAT	09/07/2016	4,118.25
0	UNDERGROUND SERVICE ALERT	LOCATE UTILITIES	09/12/2016	208.50
52485	AIRGAS USA, LLC	MISC WELDING SUPPLIES AND PI	09/01/2016	252.49
52500	WEST COAST GEOTECHNICAL, IN	REVIEW & SIGN LETTERS OF TES	09/01/2016	482.00
52501	WHITE CAP CONSTRUCTION SUP	24"X5" ROUND END FRESNO MAI	09/01/2016	87.59
52506	HOME DEPOT	WIRE WHEEL	09/06/2016	90.59
52508	AIRGAS USA, LLC	MISC WELDING SUPPLIES AND PI	09/07/2016	481.16
52510	COUNTY OF SAN DIEGO DEPT OF	ROAD PERMITS	09/07/2016	156.78
52515	JOE'S HARDWARE	SPRAY PAINT	09/07/2016	85.69
52520	PETTY CASH	AFTER HOURS MEAL	09/07/2016	115.93
52526	AIRGAS USA, LLC	ACETYLENE & OXYGEN INDUST	09/12/2016	68.81
52564	AIRGAS USA, LLC	MONTHLY AGREEMENT	09/22/2016	49.30
52572	DRAVES PIPELINE, INC	TRAFFIC CONTROL	09/22/2016	9,260.60
52574	FERGUSON WATERWORKS #1083	8" CML&C 10GA STL PIPE	09/22/2016	20,045.66
Total for Department: 34 WATER DISTRIBUTION				40,351.75
Department: 35 METER SERVICES				
0	PALOMAR BACKFLOW	BACKFLOW CERTIFICATION TES	09/01/2016	7,194.00
0	PALOMAR BACKFLOW	BACKFLOW CERTIFICATION TES	09/12/2016	6,648.00
52526	AIRGAS USA, LLC	GAUGE REPLACEMENT	09/12/2016	57.36
52574	FERGUSON WATERWORKS #1083	1 1/2" HP TURBINE E-CODER W/5'	09/22/2016	14,490.98
Total for Department: 35 METER SERVICES				28,390.34
Total for Fund:01 WATER FUND				3,316,571.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 02 SEWER FUND				
Department: 00				
52559	BONSALL BUILDERS, INC.	REIMBURSE DEPOSIT FOR SEWEI	09/15/2016	1,100.00
Total for Department: 00				1,100.00
Department: 61 WASTEWATER				
0	BABCOCK LABORATORIES, INC	MONTHLY WATER ANALYSIS	09/12/2016	55.00
0	BP BATTERY	AUTO BATTERY W/CORE EXCHA	09/01/2016	310.70
0	JOHNSON POWER SYSTEMS	INSPECTED ENGINE AND REVIE	09/07/2016	1,024.00
0	O'REILLY AUTO PARTS	AIR & OIL FILTER	09/07/2016	13.93
52496	SAN DIEGO GAS & ELECTRIC	MONTHLY GAS & ELECTRIC SER	09/01/2016	3,638.74
52506	HOME DEPOT	PARTS FOR LIFT STATION -2	09/06/2016	142.86
52511	FALLBROOK AUTO PARTS	ALTERNATOR, CORE DEPOSIT & I	09/07/2016	105.23
52514	HOME DEPOT	MISC PARTS AND SUPPLIES FOR	09/07/2016	105.03
52520	PETTY CASH	MAIL OAK CREST ANNUAL REPO	09/07/2016	7.78
52524	XYLEM INC	KIT, REPAIR FLUSH VALVE	09/07/2016	1,010.61
52548	RHO MONSERATE C.C.H.A.	ELECTRIC CHARGE	09/12/2016	350.13
52549	SAN DIEGO GAS & ELECTRIC	MONTHLY ELECTRIC SERVICE	09/12/2016	7.00
52555	FREEDOM AUTOMATION, INC.	FOR STALLION SEWER FLOW MC	09/15/2016	3,200.00
52560	BRIAN FONSECA	REIMBURSE CWEA COLLECTION	09/15/2016	88.00
52561	SAN DIEGO GAS & ELECTRIC	MONTHLY GAS & ELECTRIC SER	09/15/2016	4,411.25
52564	AIRGAS USA, LLC	MONTHLY AGREEMENT	09/22/2016	75.44
52575	HOME DEPOT	MISC SUPPLIES FOR WASTE WAT	09/22/2016	197.55
52577	JOE'S HARDWARE	MISC PARTS AND SUPPLIES FOR	09/22/2016	25.21
52587	SCAP	COLLECTION SYSTEM	09/22/2016	538.00
Total for Department: 61 WASTEWATER				15,306.46
Total for Fund:02 SEWER FUND				16,406.46

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 03 GENERAL FUND				
Department: 20 BOARD				
52535	COUNCIL OF WATER UTILITIES	ATTENDANCE AT COUNCIL MEET	09/12/2016	25.00
Total for Department: 20 BOARD				25.00
Department: 36 GARAGE				
0	BP BATTERY	AUTO BATTERY W/CORE EXCHA	09/12/2016	134.57
0	O'REILLY AUTO PARTS	FUEL, OIL & AIR FILTER	09/01/2016	457.99
0	O'REILLY AUTO PARTS	FUEL & OIL FILTERS	09/07/2016	835.17
0	O'REILLY AUTO PARTS	STEERING WHEEL COVER	09/15/2016	371.30
0	O'REILLY AUTO PARTS	MISC AUTO SUPPLIES FOR RMWI	09/22/2016	812.41
0	PARKHOUSE TIRE, INC.	MISC TIRES AND SUPPLIES FOR F	09/22/2016	1,456.28
52489	FALLBROOK AUTO PARTS	BRAKE PADS & ROTORS FOR UNI	09/01/2016	702.11
52512	FORD OF ESCONDIDO	AIR FILTER INDICATOR GAUGE	09/07/2016	28.86
52513	HEAVY VEHICLE ELECTRONIC LI	MONTHLY SERVICE - JULY	09/07/2016	27.65
52520	PETTY CASH	PROPANE FOR FORKLIFT	09/07/2016	58.17
52521	QUALITY CHEVROLET	HANDLE FOR UNIT #53	09/07/2016	61.07
52537	DEPT. OF TOXIC SUBSTANCES	ANNUAL HAZARDOUS MATERIA	09/12/2016	150.00
52539	FALLBROOK OIL CO	FUEL FOR RMWD FLEET UNLEA	09/12/2016	6,230.60
52543	HEAVY VEHICLE ELECTRONIC LI	MONTHLY SERVICE - AUG	09/12/2016	27.65
52554	FORD OF ESCONDIDO	MISC PARTS AND SUPPLIES FOR I	09/15/2016	218.91
52558	SAFETY-KLEEN	OFF SPEC CHARGE TIER 2 UOM	09/15/2016	498.51
52581	NETWORK FLEET, INC.	MONTHLY AIRTIME CHARGES FC	09/22/2016	780.00
52586	SAFETY-KLEEN	PARTS WASHER AND BRAKE CLE	09/22/2016	38.40
Total for Department: 36 GARAGE				12,889.65
Department: 41 ADMINISTRATION/HR				
0	DATAPROSE INC.	MONTHLY MAILING OF NEWSLE'	09/01/2016	920.06
0	DATAPROSE INC.	MONTHLY MAILING OF NEWSLE'	09/12/2016	1,105.06
0	IMAGE SOURCE	MONTHLY COPY COUNT	09/12/2016	239.28
0	MISSION VALLEY SANITATION-SI	MONTHLY PORTA-POTTY RENTAL	09/12/2016	141.09
0	NHR NEWCO HOLDINGS LLC	1520 SERIES POWER INJECTOR	09/12/2016	4,740.56
0	REM MECHANICAL, INC	REPAIRS	09/01/2016	794.00
0	RUTAN & TUCKER, LLP	LEGAL SERVICES	09/22/2016	7,707.88
0	SOUTHWEST ANSWERING SERVI	MONTHLY ANSWERING SERVICE	09/12/2016	908.29
0	STREAMLINE	MONTHLY WEB MANAGEMENT F	09/12/2016	300.00
0	STREAMLINE	MONTHLY WEB MANAGEMENT F	09/22/2016	300.00
0	WESTERN LANDSCAPE MAINTEN	LANDSCAPE MAINTENANCE SER	09/07/2016	928.83
52486	CAPITAL ONE COMMERCIALS	MISC KITCHEN SUPPLIES	09/01/2016	270.56
52490	FEDEX	DELIVERY SERVICE	09/01/2016	48.20
52493	PETERS PAVING & GRADING, INC	FRONT PARKING LOT EXPANSION	09/01/2016	8,481.66
52497	SHRED-IT USA LLC	MONTHLY SERVICE AGREEMENT	09/01/2016	181.92
52502	XEROX FINANCIAL SERVICES	MONTHLY LEASE	09/01/2016	567.14
52506	HOME DEPOT	WORK BOX X 2	09/06/2016	11.12
52514	HOME DEPOT	MISC PARTS FOR RMWD	09/07/2016	181.27
52516	OCCUPATIONAL HEALTH CENTE	SERVICES PERFORMED AT CMC	09/07/2016	117.00
52517	ONESOURCE DISTRIBUTORS, LLC	MISC ELECTRICAL SUPPLIES	09/07/2016	322.71
52527	AT&T	MONTHLY PHONE SERVICE	09/12/2016	167.58
52528	AT&T	MONTHLY PHONE SERVICE	09/12/2016	556.57
52530	BONSALL PEST CONTROL	MONTHLY PEST CONTROL	09/12/2016	90.00
52531	BURNETT CONSTRUCTION	SERVER ROOM CONSTRUCTION-I	09/12/2016	1,100.00
52532	CALPELRA	CALPELRA ANNUAL CONFERENC	09/12/2016	757.00
52533	CDW GOVERNMENT, INC.	WILDFIRE FOR PA-500 - SUBSCRI	09/12/2016	9,707.80
52535	COUNCIL OF WATER UTILITIES	ATTENDANCE AT COUNCIL MEET	09/12/2016	50.00
52536	COVERALL NORTH AMERICA, INC	MISC BATHROOM SUPPLIES	09/12/2016	1,397.21
52538	EMPLOYEE RELATIONS, INC	PRE-EMPLOYMENT BACKGROUN	09/12/2016	115.60
52540	FALLBROOK WASTE AND RECYC	MONTHLY REFUSE & RECYCLE	09/12/2016	345.60
52541	FIRST BANKCARD	GO TO MY PC MONTHLY CHARGI	09/12/2016	1,369.54
52546	NATIONAL SAFETY COMPLIANCE	DOT CERTIFIED DRUG TEST	09/12/2016	90.23
52547	QUALITY GATE COMPANY	REPAIR OF EMPLOYEE YARD GA	09/12/2016	230.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
52549	SAN DIEGO GAS & ELECTRIC	MONTHLY ELECTRIC SERVICE	09/12/2016	4,841.94
52550	VERIZON WIRELESS	MONTHLY CELLULAR SERVICE	09/12/2016	1,813.70
52551	CDW GOVERNMENT, INC.	ZEBRACARD ONECARE 3 YEAR C	09/15/2016	307.38
52562	SHRED-IT USA LLC	MONTHLY SERVICE AGREEMENT	09/15/2016	121.28
52567	MICHAEL BROWN	REIMBURSEMENT FOR DAMAGE	09/22/2016	341.00
52575	HOME DEPOT	MISC ITEMS FOR NEW WAREHO	09/22/2016	76.72
52576	INFOR (US), INC.	RMWD-UPDATE CLASSES ON CL	09/22/2016	1,105.00
52579	MITEL LEASING	LEASE AGREEMENT	09/22/2016	575.70
52580	MODULAR BUILDING CONCEPTS	RENTAL AGREEMENT	09/22/2016	726.84
52582	OCCUPATIONAL HEALTH CENTE	SERVICES PERFORMED AT CMC	09/22/2016	162.00
52583	PITNEY BOWES, INC	LEASE AGREEMENT	09/22/2016	686.82
52588	TIME WARNER CABLE	MONTHLY INTERNET CONNECTI	09/22/2016	1,250.00
52589	UNITED CARPORTS LLC	PARTIAL PAYMENT ON ROLLUP C	09/22/2016	12,177.00
52590	VERIZON WIRELESS	E-WASTE	09/22/2016	6,507.60
52592	XEROX CORP.	MONTHLY LEASE	09/22/2016	1,339.27
Total for Department: 41 ADMINISTRATION/HR				76,276.01
Department: 43 SAFETY				
0	BOOT WORLD, INC	PURCHASE OF SAFETY BOOTS	09/07/2016	150.00
52485	AIRGAS USA, LLC	MISC SAFETY SUPPLIES	09/01/2016	768.75
52503	AIRGAS USA, LLC	TINGLEY RAIN BIB OVERALLS	09/06/2016	145.91
52506	HOME DEPOT	GENERAL SUPPLIES & TOOLS	09/06/2016	643.18
52526	AIRGAS USA, LLC	REPLACEMENT OF PPE	09/12/2016	478.17
52544	HOME DEPOT	SECURITY CABLE, HOG RINGS, P	09/12/2016	70.55
52570	DANGRA INC.	SAFETY BOOT PURCHASES - 7 EM	09/22/2016	899.00
Total for Department: 43 SAFETY				3,155.56
Department: 51 FINANCE				
0	DATAPROSE INC.	MONTHLY POSTAGE	09/01/2016	2,744.99
0	DATAPROSE INC.	MONTHLY POSTAGE	09/12/2016	2,742.01
52520	PETTY CASH	CERTIFICATION FORM	09/07/2016	7.15
Total for Department: 51 FINANCE				5,494.15
Department: 52 CUSTOMER SERVICE				
0	DATAPROSE INC.	MONTHLY NETBILL	09/01/2016	2,894.39
0	DATAPROSE INC.	MONTHLY MAILING OF WATER B	09/12/2016	2,710.23
0	MISSION RESOURCE CONSERVAT	HOME WATER USE EVALUATION	09/07/2016	156.25
0	TCN, INC	MONTHLY 48 HOUR NOTICE CAL	09/12/2016	24.05
Total for Department: 52 CUSTOMER SERVICE				5,784.92
Department: 91 ENGINEERING				
0	KENNEDY/JENKS CONSULTANTS	LIFT STATION 1 REPLACEMENT II	09/07/2016	72,262.03
0	PSOMAS	GIRD/MONSERATE HILL WATERL	09/07/2016	5,072.13
52487	COPY 2 COPY	JULY 2016 STANDARDS MANUAL	09/01/2016	838.67
52488	ESRI	SMALL UTILITY ENTERPRISE LIC	09/01/2016	10,797.84
52490	FEDEX	FEDEX TO NOBEL SYSTEMS	09/01/2016	25.90
52499	STATE OF CALIFORNIA	RENEWAL APP FEE FOR SHERRY I	09/01/2016	115.00
52509	COUNTY OF SAN DIEGO	PROCESSING FEE FOR KNOTTWC	09/07/2016	1,200.00
52520	PETTY CASH	COUNTY RECORDER COPIES	09/07/2016	8.00
52529	ATKINS NORTH AMERICA, INC	RAINBOW WATER & SEWER MAS	09/12/2016	2,239.14
52542	FUSCOE ENGINEERING	KNOTTWOOD WAY BRIDGE WATI	09/12/2016	750.00
52552	DLM ENGINEERING, INC.	WMP/GENERAL CONSULTING SEI	09/15/2016	760.00
52556	FUSCOE ENGINEERING	KNOTTWOOD WAY BRIDGE WATI	09/15/2016	4,663.76
52563	WILLDAN FINANCIAL SERVICES	WATER & WASTEWATER ASSET C	09/15/2016	61,964.60
Total for Department: 91 ENGINEERING				160,697.07

Check No.	Vendor/Employee	Transaction Description	Date	Amount
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Total for Fund:03 GENERAL FUND

264,322.36

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 52 SEWER CAPITAL REPLACEMENT				
Department: 00				
52529	ATKINS NORTH AMERICA, INC	RAINBOW WATER & SEWER MAS	09/12/2016	2,239.14
Total for Department: 00				2,239.14
Total for Fund:52 SEWER CAPITAL REPLACEMEN				2,239.14

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 53 SEWER CAPITAL EXPANSION				
Department: 00				
0	TETRA TECH, INC.	AS NEEDED CONSTRUCTION SUP	09/12/2016	760.28
Total for Department: 00				760.28
Total for Fund:53 SEWER CAPITAL EXPANSION				760.28

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 60 WTR CAP EXPANSION/REPLACEMENT				
Department: 00				
52504	ATKINS NORTH AMERICA, INC	RAINBOW URBAN WATER MANA	09/06/2016	37,563.98
52525	ENGINEERED FLUID INC	DOUBLE TUB 6"X 2" CLA VALVE 2	09/12/2016	114,672.24
52573	ENGINEERED FLUID INC	NORTH STATION 1	09/22/2016	49,011.48
Total for Department: 00				201,247.70
Total for Fund:60 WTR CAP EXPANSION/REPLAC				201,247.70

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		3,801,546.94

Comparative Water Sales YTD from Prior Years

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	39119										251
403	AG	156957	152359	172040										1,105
5	C	0	0	0										-
231	CM	47830	45043	43040										312
30	CN	4900	4950	7331										39
24	IS	3806	3701	3980										26
88	MF	11307	11657	13746										84
326	SC	183744	166212	206354										1,277
1034	SD	279246	253718	298226										1,908
5122	SF	187516	175736	202555										1,299
7854	Total	911522	847510	986391										6,303

FISCAL YEAR 2015-2016

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
601	AD	29891	26212	33050										205
404	AG	143174	124130	153414										966
6	C	4342	3764	4773										30
221	CM	28620	33259	34668										222
37	CN	6680	7040	5931										45
24	IS	2773	2779	2486										18
88	MF	11351	10279	10887										75
326	SC	162756	144892	188145										1,138
1038	SD	245736	213120	257965										1,646
5092	SF	148573	143404	162621										1,044
7837	Total	783896	708879	853940										5,387

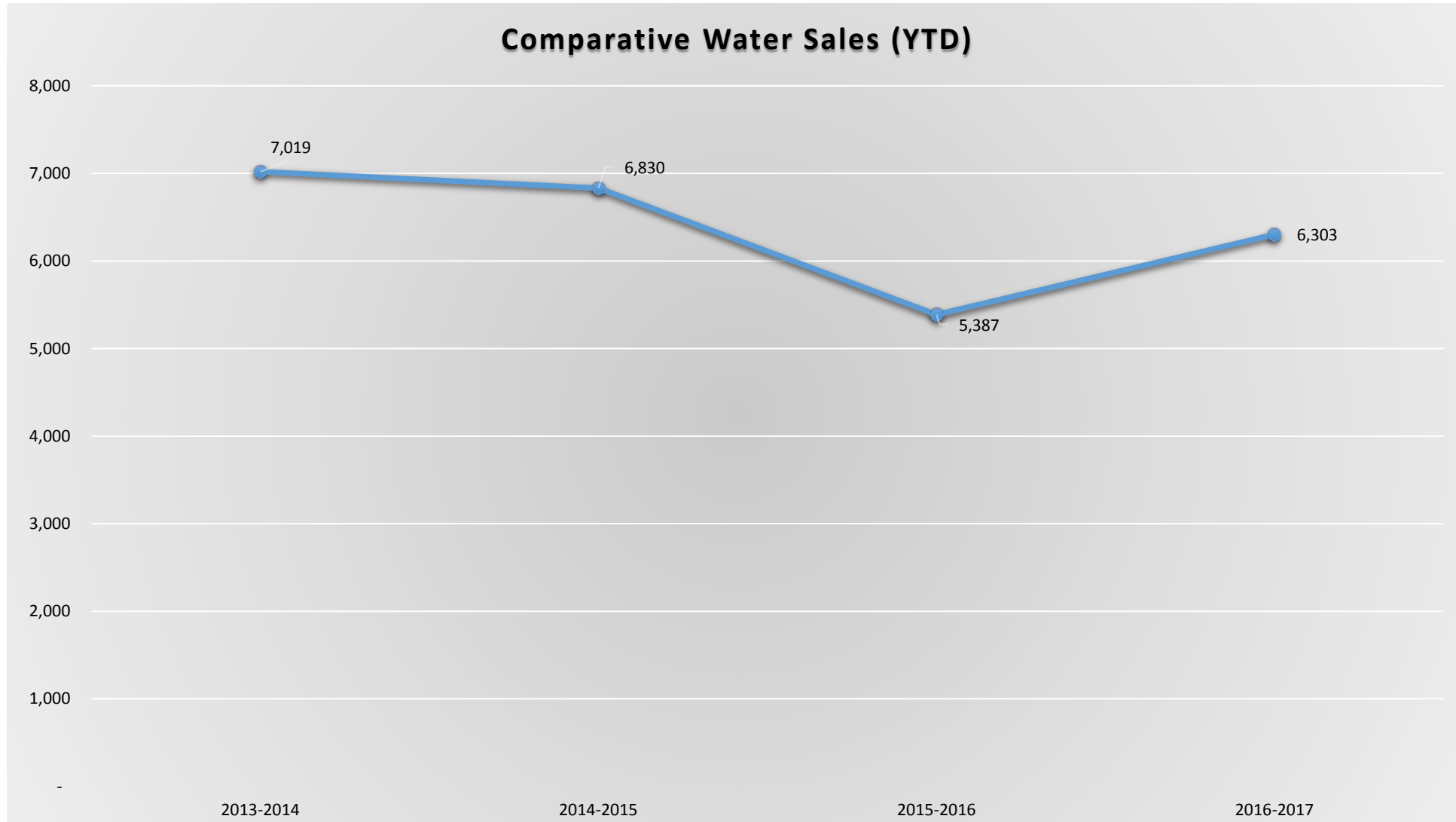
FISCAL YEAR 2014-2015

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
426	A	118146	136346	116938										853
341	C	102461	111946	90197										699
36	CN	3175	3510	3579										24
5558	D	220019	244786	204723										1,537
96	MF	15917	16081	14016										106
323	SC	207708	245358	221301										1,548
1040	SD	284083	332533	282418										2,064
7820	Total	951509	1090560	933172										6,830

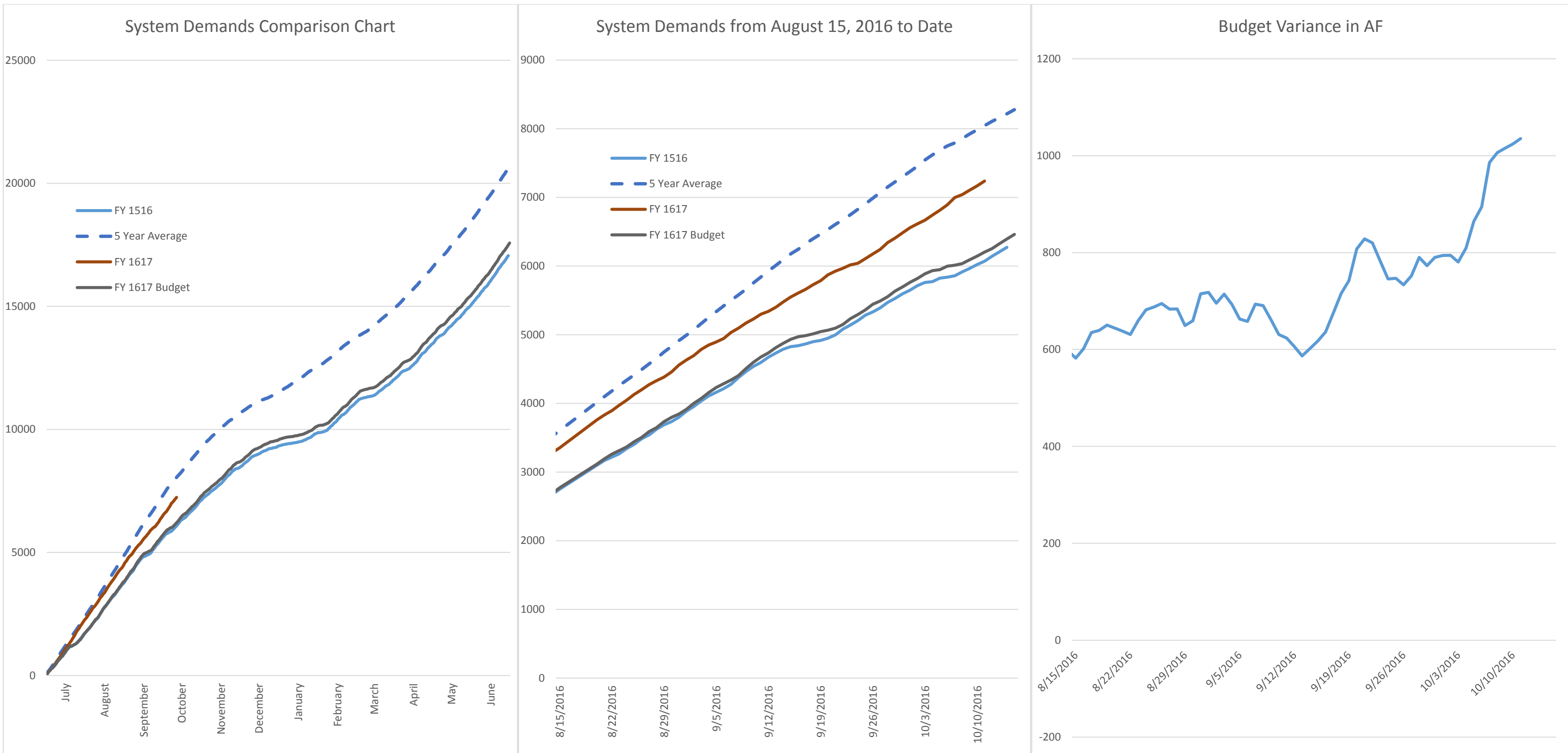
FISCAL YEAR 2013-2014

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
426	A	130393	132497	140319										926
340	C	90317	89194	104313										652
36	CN	2965	1618	1737										15
5558	D	225641	246575	245482										1,648
96	MF	14703	17278	17433										113
323	SC	197030	222678	232163										1,496
1040	SD	293327	327443	324488										2,170
7819	Total	954376	1037283	1065935										7,019

Comparative Water Sales YTD from Prior Years



SYSTEM DEMANDS: Annual & Detailed w/Budget Variance in AF



AS OF 10/11/16



**SEWER EQUIVALENT DWELLING UNITS (EDUs) STATUS REPORT
SEPTEMBER 2016**

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	3,917.80
EDUs Unconnected	1,293.04
Total EDUs Available for Purchase:	2,645.83

DEVELOPMENTS WITH UNCONNECTED EDUs	EDUs	CAPACITY FEES PAID
Others (Misc. SFR)	21.80	\$ 311,025
Horse Creek Ridge/ Passarelle	850.57	\$ -
Palomar College	100.00	\$ -
Polo Club (Vista Valley Dev.)	59.85	\$ 1,022,775
Pala Mesa Highlands (Beazer Homes)	124.00	\$ 965,007 *
Golf Green Estates (Dev. Solutions)	102.46	\$ 1,743,180
Lake Vista Estates (Arestad)	2.76	\$ 45,890
Vista Valley Country Club	5.00	\$ 85,450
Silver Holdings	9.00	\$ 153,810
Olive Hill Estates (Pardee Homes)	17.60	\$ 300,784
TOTAL UNCONNECTED:	1,293.04	\$ 4,627,921

*Deferred Total Payment until Building Permits are Issued.

