A Regular Meeting of the Board of Directors of the Rincon del Diablo Municipal Water District will be held at the District Office, 1920 North Iris Lane, Escondido, California, Tuesday, February 11, 2020 at 6:00 p.m.

AGENDA
February 11, 2020

Note: Items on the Agenda may be taken out of sequential order as their priority is determined by the Board of Directors.

I. Call to Order
II. Welcome to Guests
III. Pledge of Allegiance
IV. Roll Call, Determination of Quorum
V. Additions to Agenda (Gov. Code Sec. 54954.2(b))
In accordance with Government Code Section 54954.2 (the Brown Act), additions/changes to the agenda generally require a determination by a two-thirds vote of the members of the board present at the meeting, or, if less than two-thirds of the members present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.

VI. Oral Communications to the Board of Directors
This portion of the agenda may be used by any person to address the Board of Directors on any matter within the jurisdiction of the Rincon del Diablo Municipal Water District. However, depending upon the subject matter, the Board of Directors may be unable to respond at this time until the specific item is placed on the agenda at a future meeting in accordance with the Brown Act.

SECTION 1 - CONSENT ITEMS

Nothing to report.

SECTION 2 – EMERGENCY PREPAREDNESS & FIRE SERVICES

SECTION 3 – PUBLIC INFORMATION & INTERGOVERNMENTAL RELATIONS

3-B. Focus on Conservation – Update on District Conservation Programs, Regional Water Supplies, Statewide Water Resource Outlook and Legislation. (Oral Report)

SECTION 4 – FINANCE, INSURANCE & PERSONNEL

Nothing to report.

SECTION 5 – OPERATIONS; ENGINEERING & LONG-RANGE PLANNING

5-A. Review and Approve Construction Reimbursement Agreement for the Citracado Parkway Bridge Project. (Action)

SECTION 6 – SEWER

6-A. Operations and Maintenance Agreement for the Harmony Grove Sewer Treatment Plant and Sewer Lift Station. (Action)

SECTION 7 – DIRECTORS/STAFF REPORT & SDCWA DIRECTOR’S REPORT

7-A. This portion of the agenda may be used by the San Diego County Water Authority representative to make informal reports on activities.

7-B. This portion of the agenda may be used by the Board of Directors or management to make informal oral reports on their activities.

7-C. This portion of the agenda may be used by the Board of Directors to request items for future agendas.

7-D. Approval for a Board Member(s) to Attend Upcoming Meetings; Conferences; or Seminars for Those Not Authorized in the District’s Administrative Code, Section 502 “Authorized District Memberships.”

7-E. CSDA Board of Directors Call for Nominations: Seat B Southern Network. (Action)

7-F. CSDA Board of Directors Call for Nominations: Seat C Southern Network. (Action)

SECTION 8 – GENERAL MANAGER’S REPORT

8-A. General Manager’s Oral Report.
SECTION 9 – LEGAL MATTERS


9-B Closed Session

   a. CONFERENCE WITH LEGAL COUNSEL – LITIGATION, Litigation pursuant to Government Code Section 54956.9(d)(4): San Diego County Office of Education, et al. v. The County of San Diego, et al. (This is a long-term item related to dissolution of redevelopment agencies and successor agencies and will remain on the agenda as long as Rincon Water is involved. No action is required on our part at this time.)

   b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION pursuant to Gov. Code Section 54956.9(d)(4) to discuss potential litigation (one case).

ADJOURNMENT

Note: At the discretion of the Board of Directors, all items appearing on this agenda may be deliberated and may be subject to action by the Board of Directors.

I certify that this agenda was posted 72 hours prior to the meeting of February 11, 2020.

Wanda Cassidy, Clerk of the Board

Please note that Board Meeting Agenda Items will be scheduled in such a manner as to end meetings by 9:00 p.m.; at the Board’s discretion, discussion of Agenda Items that would extend a meeting beyond 9:00 p.m. may be continued to a subsequent meeting.

Rincon del Diablo Municipal Water District, in complying with the American with Disabilities Act (ADA), asks that requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the Board Meeting, please contact Board Secretary, (760) 745-5522 at least three business days (72 hours) prior to the scheduled meeting to ensure that the District may assist you. The agenda material for this meeting is available to the public at the District’s Administrative Office, located at 1920 North Iris Lane, Escondido, California 92026. If any additional material related to an open session agenda item is distributed to all or a majority of the Board of Directors after this agenda is posted, such material will be made available for immediate public inspection at the same location.
SECTION 1

CONSENT ITEMS
SECTION 2

FIRE SERVICES;
EMERGENCY
PREPAREDNESS &
OPERATIONAL
READINESS
EMERGENCY PREPAREDNESS & FIRE SERVICES (EPFS)
Committee Meeting Minutes

Minutes of the Emergency Preparedness & Fire Services Committee (Lump & Quist) meeting held at the District Office located at 1920 North Iris Lane, Escondido on Wednesday, February 5, 2020 at 8:00 a.m.

I. CALL TO ORDER

Committee Chair Lump called the meeting to order at 8:00 a.m.

Directors Present: Director Erin Lump (Chair)
Director Greg Quist

Staff Present: Clint Baze, General Manager
Karen Falk, Senior Engineer
Wanda Cassidy, Clerk of the Board
Rick Vogt, Escondido Fire Chief

II. PUBLIC COMMUNICATION

No members of the public were present.

III. ITEMS FOR DISCUSSION

A. Review of Minutes of the Emergency Preparedness and Fire Services Committee Meeting of November 6, 2019 – Information Only

B. America’s Water Infrastructure Act (AWIA)

General Manager Baze presented America’s Water Infrastructure Act (AWIA). Although this item was presented at the November 6, 2019 EPFS Committee meeting, at the January 28th Board of Directors’ meeting, directors requested additional information on disaster preparedness and the vulnerability of water supplies. General Manager Baze explained AWIA addresses director’s concerns and expands the existing disaster preparedness requirements to account for additional sources of vulnerability to water systems, such as natural disasters and natural hazards. The AWIA expands the previously prepared “vulnerability assessment,” now risk and resilience assessments, to include an analysis of risks to, and resilience of, water systems related to sources other than intentional attacks.

The risk and resilience assessments must include assessments of:
• risk from malevolent acts and hazards,
• resilience of physical infrastructure and technologies,
• monitoring practices,
• financial infrastructure,
• chemical uses, and
• operations and maintenance.

The deadline to complete the risk and resilience assessments is 18 months, or June 2021. After the initial submittal, AWIA requires the assessments be reviewed, revised, and submitted for approval to the EPA once every five years.

The District's last Vulnerability Assessment was completed in 2005. Mr. Baze reported the AWIA assessments will be a time and labor-intensive project with a number of staff involved. The risk and resilience assessments will also require a consultant to lead the project.

General Manager Baze then reported there is a consortium in South San Diego County and several agencies are meeting to discuss AWIA assessments. It was suggested Rincon participate in the consortium.

C. **Emergency Operations Plan**

General Manager Baze provided directors with the 2018-2019 Emergency Operations Plan (EOP). The EOP is used as a guide for emergency preparedness training and can be found in District vehicles and at District workstations for staff to refer to.

Under AWIA, no later than six months after certifying completion of its risk and resilience assessments, each water agency will prepare or revise an emergency response plan that incorporates the findings of the assessment. General Manager Baze reported the District will be updating its Emergency Operations Plan concurrently with the risk and vulnerability assessments.

The revised Emergency Operations Plan will include:

1. strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
2. plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
3. actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water
provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and

4. strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

Chief Vogt recommended coordination with the Local Emergency Planning Committees when preparing or revising the assessments or emergency response plan. General Manager Baze responded Steve Plyler, Superintendent of Operations has attended Local Emergency Planning Committee meetings and has access to WebEOC, the County of San Diego's crisis information management system that provides secure real-time information sharing.

In closing, the Committee discussed directors' roles in the event of an emergency. The committee agreed to schedule SEMS and NIMS training for new staff, followed by training for directors. In addition, a one-hour emergency preparedness table-top exercise will be scheduled at a future date.

IV. GENERAL MANAGER'S REPORT

General Manager Baze provided an update on the Sewer Treatment Plant. Testing was completed on the emergency generator at the Sewer Treatment Plant lift station and the generator is functioning and operational. General Manager Baze also gave an update on the testing, maintenance, and permitting of generators throughout the District.

V. ADJOURNMENT

There being no further business to come before the committee, the meeting was adjourned at 8:27 a.m.
SECTION 3

PUBLIC INFORMATION
&
INTERGOVERNMENTAL RELATIONS
Tab 3-A

Oral Report

Focus on Conservation
SECTION 4
FINANCE,
INSURANCE &
PERSONNEL
Nothing to report
SECTION 5

OPERATIONS;
ENGINEERING &
LONG-RANGE
PLANNING
February 11, 2020

Section 5: OPERATIONS; ENGINEERING & LONG-RANGE PLANNING

5-A: Review and Approve Construction Reimbursement Agreement for the Citracado Parkway Bridge Project.

PURPOSE:
To update the Board of Directors on the progress related to the Citracado Parkway Bridge Project and request approval of a budget amendment and Construction Reimbursement Agreement with the City of Escondido (City).

FISCAL IMPACT:
The District's approved FY 2019-20 Capital Improvement Program Budget includes $1,400,000 for construction of potable and recycled waterlines within the Citracado Parkway Bridge. This amount is split between Project #52109 (Potable) and Project #52006 (Recycled).

The current engineer's estimate of construction cost for Rincon facilities is approximately $1,560,000. An additional $340,000 is needed for materials testing, construction management and inspection, and construction contingency. The total requested increase is $500,000 to the potable water pipeline construction project (CIP #52109) as summarized in the table below.

<table>
<thead>
<tr>
<th>CIP Project</th>
<th>Approved Budget</th>
<th>Requested Budget Amendment</th>
<th>Proposed Total Capital</th>
</tr>
</thead>
<tbody>
<tr>
<td>52109 – Citracado Bridge Pipeline Extension (Potable Water)</td>
<td>$800,000</td>
<td>$500,000</td>
<td>$1,300,000</td>
</tr>
<tr>
<td>52006 – Citracado Bridge Pipeline Extension (Recycled Water)</td>
<td>$600,000</td>
<td>$0</td>
<td>$600,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,400,000</td>
<td>$500,000</td>
<td>$1,900,000</td>
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</tbody>
</table>

These additional funds are available to be moved from other projects within the currently approved CIP. Staff proposes to defer the construction of the Andreasan Pipeline (Fire Flow Upgrade) Project CIP #52111 to beyond the two-year approved budget.

PREVIOUS BOARD ACTION:
October 2014: The Board of Directors authorized the General Manager to approve an agreement with the City for reimbursement for the design of recycled water and potable water lines within
the Citracado Parkway extension. This budget has been expended.

September 18, 2019: The Operations; Engineering & Long-Range Planning Committee reviewed the draft reimbursement agreement.

BACKGROUND / DISCUSSION:
The City of Escondido will be constructing an extension of Citracado Parkway that installs a new road and bridge to cross Escondido Creek between West Valley Parkway and Andreasen Drive. The District currently utilizes two potable water transmission mains that cross the Escondido Creek between Harmony Grove Village Parkway and Harmony Grove Road: one 14-inch steel line installed in 1955 and one 18-inch steel line installed in 1964. The City has included in their project the design of a single 24-inch potable water main to replace the two aging pipelines. In addition, a new 16-inch recycled water main will be constructed. All new facilities will be located within the new roadway and built to District standards.

The Design is under final review and a third-party constructability review is underway. SDG&E is finalizing the design of relocation of its facilities. Final plans and specifications for bidding are expected in Summer of 2020. Construction is anticipated to start in 2020 and require approximately 18 months to complete.

The District must enter into a Reimbursement Agreement with the City to pay for the construction cost of District facilities, including a fair share of construction management, testing, and inspecting costs.

The Escondido City Council reviewed and approved the Reimbursement Agreement at its February 5th meeting.

RECOMMENDATION:
That the Board of Directors approve the proposed budget amendment to CIP Project #52109 in the amount of $500,000 and authorize the General Manager to sign the Reimbursement Agreement between the City and the District.

ATTACHMENT:
- Agreement for Reimbursement for Recycled Water and Potable Water Line Relocation within Citracado Parkway Extension
AGREEMENT FOR REIMBURSEMENT FOR RECYCLED WATER AND POTABLE WATER LINE RELOCATION WITHIN CITRACADO PARKWAY EXTENSION

THIS AGREEMENT is made and entered into as of this _____ day of ______________ 20__, by and between The City of Escondido ("ESCONDIDO"), and Rincon del Diablo Municipal Water District ("RINCON").

RECITALS

ESCONDIDO is currently in the design process for road improvements (road extension and bridge) for Citracado Parkway, between West Valley Parkway and Andreasen Drive ("PROJECT"). ESCONDIDO and RINCON entered into an agreement, dated October 3, 2014 to address the reimbursement of design costs.

RINCON has existing potable and recycled water systems, which serve properties within the PROJECT area.

As part of the PROJECT, certain RINCON facilities will be relocated and replaced and/or upsized ("RINCON FACILITIES"), including but not limited to transmission mains, combination air and vacuum valve assemblies, blow off assemblies, fire hydrant assemblies, and water services.

Portions of RINCON FACILITIES are located within easements where RINCON has prior rights; other portions are located within right-of-way where ESCONDIDO has prior rights.

Portions of the RINCON FACILITIES currently located within easements will be affected by the PROJECT and will be relocated to within the new proposed right of way for Citracado Parkway. The PROJECT requires the relocation of approximately 1,065-feet of 14-inch potable water main. The locations of PROJECT effected main are approximately between station 40+85 and station 46+00 and also between station 51+50 and station 57+00 as shown on "Attachment A", which is attached an incorporated by reference.

RINCON desires to relocate the entire 14-inch potable water main between Harmony Grove Village Drive and Andreasen and agrees to pay for the cost of said relocation that is not affected by the PROJECT, as defined herein.

In addition, RINCON desires additional improvements be included in the PROJECT at their own sole cost including upsizing the potable water pipeline to 24-inches and also installation of a new 12-inch recycled water pipeline.
Also included in RINCON FACILITIES is an existing 16-inch potable water main located within Harmony Grove Road and where ESCONDIDO has prior rights. RINCON desires that relocation of the 16-inch potable water main in order to match the grade of the new roadway be included as a part of the PROJECT at their sole cost.

NOW, THEREFORE, pursuant to the foregoing recitals, ESCONDIDO and RINCON hereby agree as follows:

1. ESCONDIDO will administer design of the PROJECT and produce plans and specifications, ESCONDIDO will advertise for bids for the PROJECT and on the date set by ESCONDIDO, will conduct a formal bid opening for the purpose of selecting a General Contractor to construct the PROJECT.

2. ESCONDIDO certifies that all applicable requirements of the Public Contract Code and insurance requirements will be met in the design, bid and construction of the PROJECT. ESCONDIDO shall retain records relating to direct expenses reimbursed by RINCON and furnish copies upon request.

3. RINCON agrees that the General Contractor selected by ESCONDIDO for the PROJECT will also install RINCON FACILITIES as part of the PROJECT, and the selected General Contractor shall meet RINCON’s insurance and bonding requirements.

4. RINCON agrees to reimburse ESCONDIDO for 100% of the actual cost of the recycled waterline which is currently estimated at $593,636. RINCON also agrees to reimburse ESCONDIDO for the actual cost of the potable waterline less the PROJECT effected main costs as defined herein. The PROJECT effected main includes the cost of 1,065-feet of a 14-inch potable water main between station 40+85 and station 46+00 and also between station 51+50 and station 57+00 which is estimated at 75% the cost of an equal length of 24-inch main and is estimated at $319,287. RINCON cost for its facilities is currently estimated at $1,871,344. Basis for these costs are shown in, “Attachment B”, which is attached and incorporated by this reference.

5. In the event design changes become necessary, responsibility for those costs will be assigned based on the party causing or requesting change and consistent with recitals in this agreement shown above. Responsibility for unforeseen costs will assigned based on the reimbursement provisions of paragraph 4 as defined in this agreement.

6. ESCONDIDO shall be responsible for the design and management of the PROJECT, in accordance with the terms, covenants and provisions of this agreement. All design and sequence of work related to RINCON'S FACILITIES shall comply with RINCON standards and approval.
7. RINCON agrees to reimburse ESCONDIDO for its pro-rata share of construction management, testing and inspection costs. ESCONDIDO will invoice RINCON for its share of costs based on the bid amount within 30 days after awarding a contract and no more than monthly thereafter. RINCON agrees to reimburse the City within 30-days of receipt of each invoice.

All notices, demands, requests, or approvals from ESCONDIDO to RINCON shall be addressed to RINCON at:

Rincon del Diablo Municipal Water District
1920 North Iris Lane
Escondido, CA 92026
Attention: Clint Baze, General Manager

All notices, demands, requests, or approvals from RINCON to ESCONDIDO shall be addressed to ESCONDIDO at:

City of Escondido
Engineering Services Department
201 N. Broadway
Escondido, CA 92025
Attention: Julie Procopio, Director of Engineering Services

RINCON DEL DIABLO MUNICIPAL WATER DISTRICT

By ___________________________ Date ___________________________

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CITY OF ESCONDIDO

By ___________________________ Date ___________________________

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<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Engineer’s Estimate</th>
<th>Recycled Water Subtotal</th>
<th>Potable Water Subtotal</th>
<th>Potable Water Project Effected Portion</th>
<th>Potable Water City Share</th>
<th>Potable Water Rincon Share</th>
<th>Total Rincon Cost</th>
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<td>Utility Verification for Water and Recycled Water Construction</td>
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<tr>
<td>61</td>
<td>Construct 12&quot; Recycled Water Main</td>
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<td>Construct 3&quot; Recycled Water Service to New 2&quot; Meter</td>
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<td>$ 2,530</td>
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<td>64</td>
<td>Construct 24&quot; Connection to Existing 16&quot; Water Main (Sta. 40+59a)</td>
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<td>$ 7,879</td>
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<td>64</td>
<td>Construct 24&quot; Cross and Valve Assembly Connection to Existing 24&quot; Water Main (Sta. 60+96a)</td>
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<td>65</td>
<td>Construct 24&quot; Tee and Valve Assembly Connection to Existing 24&quot; Water Main (Sta. 60+86a)</td>
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<td>LS</td>
<td>$ 76,536</td>
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<td>Construct 24&quot; Connection to Existing 16&quot; Water Main (Sta. 60+75a) In Harmony Grove Rd, East of Citracado Pkwy</td>
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<td>LS</td>
<td>$ 7,879</td>
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<td>Construct 24&quot; Connection to Existing 12&quot; Water Main (Sta. 63+75a)</td>
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<td>Construct 12&quot; Connection to Existing 12&quot; Recycled Water Main (Sta. 40+70a)</td>
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<td>67</td>
<td>Construct 16&quot; Connection to Existing 16&quot; Recycled Water Main (Sta. 61+04a) In Harmony Grove Rd, East of Citracado Pkwy</td>
<td>1</td>
<td>LS</td>
<td>$ 3,000</td>
<td>$ 3,377</td>
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<tr>
<td>68</td>
<td>Construct 12&quot; Connection to Existing 16&quot; Recycled Water Main (Sta. 63+75a)</td>
<td>1</td>
<td>LS</td>
<td>$ 6,753</td>
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<tr>
<td>68</td>
<td>Construct 16&quot; Connection to Existing 16&quot; Recycled Water Main (Sta. 61+63a) At Harmony Grove Rd and Kuana Loa Dr</td>
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<td>LS</td>
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<tr>
<td>69</td>
<td>Construct 16&quot; Cross and Valve Assembly Connection to Existing 16&quot; Recycled Water Main (Sta. 61+22a)</td>
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<td>69</td>
<td>Construct 6&quot; Fire Hydrant (Two Way) Assembly</td>
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<td>Construct 2&quot; Combination Air Release and Vacuum Valve Assembly</td>
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<td>Construct 4&quot; Blow Off Assembly</td>
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<td>Construct 22&quot; Casing (0.375&quot; Thick)</td>
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<td>$ 49,470</td>
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February 11, 2020

SECTION 6:  SEWER

6-A:  Operations and Maintenance Agreement for Harmony Grove Sewer Treatment Plant and Sewer Lift Station.

PURPOSE
That the Board of Directors approve the Operations and Maintenance Agreement for Harmony Grove Sewer Treatment Plant and Sewer Lift Station.

PREVIOUS BOARD ACTION(S):
January 28, 2020: The Operations and Maintenance Agreement was brought to the Board of Directors for approval. After brief discussion, it was determined the agreement required additional revisions. Once the revisions have been made and approved by District Legal Counsel, the Operations and Maintenance Agreement will be brought back for Board of Director approval.

BACKGROUND / DISCUSSION:
Since the District does not have a certified Plant Operator on staff, the District must hire a consultant to operate its sewer facilities at the Harmony Grove Sewer Treatment Plant (Plant) and Sewer Lift Station (SLS).

The contract Operations and Maintenance consultant will provide the following services:
- Ensure smooth and efficient operation of the Plant and SLS to meet all state, local, and federal laws.
- Complete daily sampling and coordinate analysis with outside lab
- Submit required monthly reports to regulatory agencies
- Monitor SCADA and respond to alarms
- Ensure preventative and routine maintenance is completed.
- Maintain inventory of chemicals and supply; coordinate purchase with District
- Coordinate with sludge hauler for sludge disposal.

Staff has solicited proposals from vendors that can provide this specialty service and received quotes from two companies: DUDEK and Water Quality Specialists. Other vendors were contacted but either did not respond or declined the opportunity.

Note, the sewer collection system is excluded from this Operations and Maintenance contract. This will be brought forward to the Board for its consideration at a later date. The sewer collection system will go through a different acceptance process with the County and the contract will likely be with a different vendor.
RECOMMENDATION:
After thorough evaluation of proposals received, Staff is recommending that the Board authorize the General Manager to execute this two-year contract with DUDEK at a monthly lump sum cost of $20,333 per month. DUDEK is the consultant that is currently providing contract Operations and Maintenance for the Developer and also had the most cost-effective approach of the proposals received.

Attached is a copy of the agreement that will be executed for the contract Operations and Maintenance of the Harmony Grove Sewer Treatment Plant and Sewer Lift Station. This agreement has been reviewed by the District’s Legal Counsel with comments incorporated.

ATTACHMENTS:
- Operations and Maintenance Agreement - redlined
- Operations and Maintenance Agreement - final
OPERATIONS AND MAINTENANCE AGREEMENT
for
Harmony Grove Sewer Treatment Plant and Sewer Lift Station
between
Rincon del Diablo Municipal Water District
and
DUDEK

THIS OPERATIONS AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this ________ day of ___________, 20__ in Escondido, California by and between Rincon del Diablo Municipal Water District, a public agency of the State of California ("DISTRICT") and DUDEK ("CONSULTANT").

RECITALS

WHEREAS, the Harmony Grove Water Reclamation Plant, also known as the Harmony Grove Sewer Treatment Plant (HGSTP) is permitted to discharge disinfected tertiary recycled water under the San Diego Regional Water Quality Control Board Order R9-2012-0054, which was amended to show the change of ownership from the County of San Diego to DISTRICT on June 12, 2019;

WHEREAS, the Developer, CAL ATLANTIC GROUP, INC., will be transferring ownership of HGSTP and Harmony Grove Sewer Lift Station (HGLS) to DISTRICT; and

WHEREAS, the DISTRICT and CONSULTANT desire to enter into an agreement for labor necessary for the operation, maintenance, and management of the District's HGSTP and HGLS.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. FACILITIES. The facilities covered by this Agreement are located within the Harmony Grove Village Development in Escondido, CA, and are known as HGSTP and HGLS.

2. DUTIES. CONSULTANT agrees to exercise due skill and care to perform the functions and duties of a general CONSULTANT for DISTRICT in operation of the facilities, including but not limited to those duties identified under Exhibit A - Scope of Services (the "Services") attached hereto and incorporated herein.

3. COMPENSATION. Based upon the duties outlined in the Exhibit A - Scope of Services, CONSULTANT proposes to provide the Services for the monthly lump sum of Twenty Thousand Three Hundred and Thirty-Three Dollars ($20,333.00) per Month. Payment will be made to CONSULTANT within 30 days of receipt of each monthly invoice for services rendered submitted by CONSULTANT. If DISTRICT fails to pay CONSULTANT within 30 days after any invoice is rendered, DISTRICT agrees CONSULTANT shall have the right to consider such failure as a material breach, and, CONSULTANT may, in its sole discretion and upon written notice to DISTRICT, suspend or terminate its duties, obligations, and responsibilities under this Agreement. In such event, DISTRICT shall promptly pay CONSULTANT for all fees, charges, purchased materials and Services provided by CONSULTANT. DISTRICT agrees that the periodic billings from CONSULTANT to DISTRICT will be confirmed as correct, conclusive, and binding on DISTRICT within 20 days from the date of receipt of such billing, unless DISTRICT notifies CONSULTANT in writing within that time of alleged inaccuracies, discrepancies, or errors in billing. DISTRICT shall in any event pay the portion of the invoice not in dispute.

If any material changes in the scope of Services under this Agreement should occur, including, but not
limited to, changes in governmental regulations, reporting, requirements, wastewater treatment conditions or standards that increase the cost of fulfilling the terms of this Agreement, CONSULTANT may be entitled to additional compensation. DISTRICT and CONSULTANT shall enter into good faith negotiations for additional compensation within thirty (30) days of receiving a written request from CONSULTANT.

Should any emergency situation or any other situation require CONSULTANT to be on site outside of duties outlined above and further enumerated in Exhibit A - Scope of Services, DISTRICT agrees to pay CONSULTANT an hourly rate for all time that CONSULTANT’s employees are on site in accordance with CONSULTANT’s Standard Schedule of charges each applicable year. CONSULTANT’s 2020 Standard Schedule of Charges is attached hereto and incorporated herein as Exhibit B – Standard Schedule of Charges. On January 1 of each year, the Standard Schedule of Charges will be subject to a cost of living increase based on the previous year’s San Diego Area CPI-U, but in no case shall the annual increase be less than 3%.

All Costs outside of the Scope of Services paid for by CONSULTANT, including but not limited to chemicals and materials for maintenance or repairs, shall be invoiced by CONSULTANT to DISTRICT at the rate of the actual cost of the material times 1.15 for purchasing coordination.

4. HGSTP INFLUENT AND EFFLUENT QUALITY AND TREATMENT PLANT DESIGN PARAMETERS. CONSULTANT shall not be responsible for any adverse changes in the quality and quantity of the wastewater influent fed to the STP that materially affect the HGSTP design parameters and the HGSTP’s regulatory standards. If, in CONSULTANT’s opinion, the influent flow to the HGSTP exceeds these parameters and standards, or should it contain toxic or abnormal substances which cannot be effectively treated by the HGSTP, CONSULTANT shall notify DISTRICT and the flow to the HGSTP shall be diverted until such time as CONSULTANT determines that the influent flow characteristics are suitable for treatment at the HGSTP. CONSULTANT will notify DISTRICT as soon as practicable of any such occurrence and will advise DISTRICT on any corrective actions necessary. CONSULTANT is not responsible for fines, damages, penalties, or other claims arising from the operation of the HGSTP except where the result of negligence or intentional misconduct on the part of Consultant, its agents or employees, per Section 7. A. below.

CONSULTANT will operate and use all practical operational methods of the HGSTP design to meet the waste discharge requirements set by the San Diego Regional Water Quality Control Board, as well as the standards of all other applicable regulatory agencies. CONSULTANT is not responsible for meeting any effluent standards not contemplated in the design and report of waste discharge of the HGSTP.

5. TERM. The Term of this Agreement shall be for Two Years (24 months) from the date of approval by both parties. At the end of the initial term and each renewal thereafter (if applicable), this Agreement may be renewed for additional One Year (12 months) terms if mutually agreed between the DISTRICT and CONSULTANT.

6. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving 90 days advance written notice to the other party.

7. INDEMNIFICATION FOR DAMAGES, TAXES, AND CONTRIBUTIONS.

SECTION 7A. HOLD HARMLESS AND INDEMNIFY BY CONSULTANT

CONSULTANT hereby agrees to investigate, indemnify, and hold harmless, DISTRICT from and against any and all claims, actions, including administrative actions, penalties, fees or fines, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, incurred, brought for or on account of, injury or death of any person, or damage to property to the extent caused
by the negligence or intentional misconduct on the part of the CONSULTANT, its officers, employers, or representatives.

SECTION 7B – HOLD HARMLESS AND INDEMNIFY BY DISTRICT
District hereby agrees to investigate, indemnify, and hold harmless, CONSULTANT from and against any and all claims, actions, including administrative actions, penalties, fees or fines, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, incurred, brought for or on account of, injury to or death of any person, or damage to property to the extent caused by the negligence or intentional misconduct on the part of the District, its officers, employers, or representatives.

SECTION 7C - Each party shall notify the other party in writing of any claim or damage related to this Agreement for which that party requests indemnity within ten (10) days. The parties shall cooperate with each other in the investigation, defense and disposition of any claim tendered for defense and indemnity under this Agreement.

SECTION 7D – The parties agree that the provisions in Cal. Civil Code Section 2778 apply to the indemnity provisions in this Agreement.

SECTION 7E – The provisions in this Section 7 shall survive termination of this Agreement and shall apply to any act or omission which occurred during or under this Agreement.

8. FORCE MAJEURE. CONSULTANT shall not be deemed to be in default of its responsibilities under the terms of this Agreement as a result of any Act of God (such as hurricane, flooding, earthquake, volcanic eruption, fire, or other natural disaster), war, strike, riot, crime, civil commotion, epidemic, act of government or regulatory agency, or any other cause beyond the control of CONSULTANT.

9. INSURANCE. CONSULTANT, at its sole cost and expense, for the full Term of this Agreement, shall obtain and maintain, at minimum, compliance with the following insurance coverage(s) and requirements. Such insurance coverage, except Professional Liability shall be "occurrence coverage" insurance and shall be primary coverage as respects DISTRICT and any insurance or self-insurance maintained by DISTRICT shall be in excess of CONSULTANT’s insurance coverage and shall not contribute to it.

A. Types of Required Insurance and Minimum Limits

(1) Workers Compensation and Employer’s Liability Insurance coverage in the minimum statutorily required coverage amounts.

(2) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(3) Professional Liability Insurance in the minimum amount of $2,000,000 combined single limit.

(4) Automobile Liability Insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damage

B. Other Insurance Provisions. The required insurance policies, and each of them, are to contain, or be endorsed to contain, the following provisions or meet the following standards:
(1) Any failure to comply with reporting provisions of the policies shall not affect CONSULTANT's liability to the DISTRICT, its officers, directors, officials, employees or volunteers.

(2) Except for Professional Liability and Worker's Compensation, DISTRICT is an additional insured and the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) **Acceptability of Insurers.** Insurance is to be placed with insurers licensed in California with a Best's rating of no less than A-VII.

(4) **Verification of Coverage.** Contractor shall furnish DISTRICT with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(5) **Additional Insured.** DISTRICT shall be named as additional insured(s) for ongoing operations on the Commercial General Liability policy and following form on any applicable umbrella/excess policy. The requirement of any and all insurance as set forth in this Agreement, including but not limited to the requirement for naming DISTRICT as an additional insured, is in addition to and not in any way in substitution for all other protection provided under the Agreement including Indemnification. CONSULTANT hereby waives and shall require the carriers of its Commercial General Liability and Automobile Liability policies to waive all rights of subrogation against DISTRICT. All insurance provided by the CONSULTANT hereunder shall be primary and non-contributory to any insurance policies held by DISTRICT.

10. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT and DISTRICT have reviewed and considered the relevant factors for determination of whether CONSULTANT is an independent contractor and not an employee and agree that CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT is responsible for all taxes, charges, fees, insurance, benefits or contributions required to be paid or withheld on behalf any employee or agent of CONSULTANT. The parties agree that neither CONSULTANT nor any of its directors or employees are entitled to any DISTRICT employee benefits. DISTRICT agrees that CONSULTANT shall have the right to control the manner and means of performing the work contracted for herein.

11. **NON-ASSIGNMENT.** Except for CONSULTANT's use of sub-contractors or sub-consultants as provided under Exhibit A – Scope of Services, no party to this Agreement may assign any right or obligation pursuant to this Agreement. Any other attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

12. **RETENTION AND AUDIT OF RECORDS.** CONSULTANT shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by DISTRICT, whichever occurs first. CONSULTANT hereby agrees to be subject to the examination and audit by the DISTRICT Auditor, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
13. **ENTIRE BINDING AGREEMENT; MODIFICATION.** This Agreement shall be binding upon the successors of DISTRICT and CONSULTANT. This Agreement contains the entire agreement between DISTRICT and CONSULTANT relating to CONSULTANT’s performance of the functions and duties of CONSULTANT to DISTRICT. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be required to be in writing and signed by both DISTRICT and CONSULTANT.

14. **WAIVER.** No covenant or condition of this Agreement can be waived except by the written consent of both DISTRICT and CONSULTANT. Forbearance or indulgence by DISTRICT and/or CONSULTANT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by party obligated. DISTRICT and/or CONSULTANT shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence. Neither DISTRICT’s nor CONSULTANT’s waiver of any term, condition, or covenant, or breach of any term, condition, or covenant constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, unless the term, condition or covenant is a material part of the consideration for this Agreement.

15. **CONFIDENTIALITY.**
   
   A. CONSULTANT, its employees, agents, sub-consultants and sub-contractors may be granted access to certain confidential information provided by (or contained in the records of) DISTRICT and/or its attorneys in the course of performing the work required under this Agreement. CONSULTANT warrants that it shall keep all such information strictly confidential and agrees to undertake any actions necessary to ensure that CONSULTANT’s employees, agents, sub-CONSULTANT’s and sub-contractors shall keep all such information confidential.
   
   B. CONSULTANT’s obligation to maintain confidentiality concerning all confidential information received under this Agreement shall not terminate on completion of this Agreement, but rather shall survive the termination of this Agreement, regardless of the manner of termination.

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

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

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

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

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

5 of 10
21. CONFLICT OF INTEREST. CONSULTANT warrants that it presently does not have and will not acquire any direct or indirect financial interest which would conflict with its performance of this Agreement.

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

All notices, demands, requests, or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from CONSULTANT to DISTRICT shall be addressed to DISTRICT at:

Rincon del Diablo Municipal Water District
Attention: Clint Baze, General Manager
1920 North Iris Lane
Escondido, California 92026
Phone: 760.745.5522

All notices, demands, requests, or approvals from DISTRICT to CONSULTANT shall be addressed to CONSULTANT at:

DUDEK
Attn: Jeff Pope
605 Third Street
Encinitas, CA 92024
Phone: 760.942.5147

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

24. ATTACHMENTS. This Agreement includes the following attachments:

- Exhibit A – Scope of Services
- Exhibit B – Standard Schedule of Charges

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

By

Clint Baze
General Manager

Date

Dudek

By

Joe Monaco
President

Date
Exhibit 'A' - Scope of Services

The Scope of Services will generally consist of providing certified operators for labor for the operation, testing, and emergency response of the Harmony Oswe Sewer Treatment Plant (HGSTP) in accordance with the manufacturer’s recommendations, and will more specifically include:

- Coordinate wastewater treatment system activities with all regulatory agencies, and ensure compliance with all state, local, and federal laws.
- Operate the HGSTP so that the recycled water produced meets the waste discharge requirements set forth in RWQCB ORDER NO. R9-2012-0054. CONSULTANT’s responsibility for the recycled water ends at the Point of Discharge to the Rincon Del Diablo Recycled Water Distribution System;
- Be responsible for supervising DISTRICT personnel (when requested, including recommending operating policies and providing technical management) so that wastewater services are handled in a proper and professional manner and in compliance with applicable law and administrative codes;
- Provide a supervisory operator with a minimum Wastewater Treatment-Grade III certification to direct the utility personnel in the operation of the wastewater treatment systems and facilities as requested;
- Record plant influent flow readings. Provide daily sampling and reporting of test results.
- Perform all influent and effluent monitoring and testing to comply with applicable regulations. Draw samples as required by the WDR Monitoring program. Coordinate sampling with outside lab.
- Staff facility 5 days per week. Monitor alarm history 24 hours a day, 7 days a week and adjust plant controls to ensure that the bacteriological process maintains proper treatment. Provide emergency response, within 1 hour, when required.
- Take readings on all plant processes as necessary to maintain proper operations and maintain a daily log of the treatment plant operations.
- Maintain chemical inventory. Arrange for the procurement of onsite process chemicals routinely used in the operation of the facility as recommended by the manufacturer. DISTRICT to solicit quotes and purchase chemicals under separate contract.
- Maintain proper sludge wasting to sustain proper solids balance for the bacteriological plant processes, and coordinate sludge disposal. DISTRICT to coordinate and execute sludge hauling and disposal contract
- Provide minor maintenance and oversize repair of pumps, filters, electric motors, aerators, gearboxes, valves, controls, and blowers. Maintain all manufacturer's warranties by completing preventative maintenance as recommended by manufacturer. Maintain and submit preventative maintenance logs to DISTRICT. Recommend and assist in coordination of non-routine equipment maintenance and improvements.
- Plan, supervise and provide quality control over the collection of data for the preparation of and the timely and accurate filing of reporting documents required by any agency having regulatory authority over the wastewater service.
- Prepare, sign, and submit all operational reports required by the RWQCB.
- Maintain all facilities in a clean, neat, and orderly fashion, with all floors and other workspaces free of sewage, screenings, sludge, and debris; keep all equipment, tools, materials, and supplies properly stored.

EXCLUSIONS TO THE SCOPE OF SERVICES:

- DISTRICT hereby stipulates that CONSULTANT is providing technical supervision, coordination of others and labor under the terms of this Agreement. CONSULTANT is not responsible for any operational costs of the HGSTP not specifically included, including but not limited to, sludge recycling due to HGSTP upset or change in sewage characteristics by others, regulatory permit and utility costs, cross connection, laboratory testing and monitoring, sludge disposal, trash and screenings disposal, utilities, permit fees, potable water,
high speed internet, and any lab testing equipment or supplies. CONSULTANT will coordinate the repair and replacement of all major equipment/instruments in accordance with Attachment B- Schedule of Charges after receiving DISTRICT approval. In the case of emergency, CONSULTANT or an outside contractor will make the necessary repairs and inform DISTRICT of costs incurred in a timely fashion.
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Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rate.

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

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

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

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

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

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect, Dudek reserves the right to adjust its rates accordingly.
OPERATIONS AND MAINTENANCE AGREEMENT
for
Harmony Grove Sewer Treatment Plant and Sewer Lift Station
between
Rincon del Diablo Municipal Water District
and
DUDEK

THIS OPERATIONS AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this _______ day of ________________________, 20___ in Escondido, California by and between Rincon del Diablo Municipal Water District, a public agency of the State of California ("DISTRICT") and DUDEK ("CONSULTANT").

RECITALS

WHEREAS, the Harmony Grove Water Reclamation Plant, also known as the Harmony Grove Sewer Treatment Plant (HGSTP) is permitted to discharge disinfected tertiary recycled water under the San Diego Regional Water Quality Control Board Order R9-2012-0054, which was amended to show the change of ownership from the County of San Diego to DISTRICT on June 12, 2019;

WHEREAS, the Developer, CAL ATLANTIC GROUP, INC., will be transferring ownership of HGSTP and Harmony Grove Sewer Lift Station (HGSL) to DISTRICT; and

WHEREAS, the DISTRICT and CONSULTANT desire to enter into an agreement for labor necessary for the operation, maintenance, and management of the District’s HGSTP and HGSL.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. FACILITIES. The facilities covered by this Agreement are located within the Harmony Grove Village Development in Escondido, CA, and are known as HGSTP and HGSL.

2. DUTIES. CONSULTANT agrees to exercise due skill and care to perform the functions and duties of a general CONSULTANT for DISTRICT in operation of the facilities, including but not limited to those duties identified under Exhibit A - Scope of Services (the “Services”) attached hereto and incorporated herein.

3. COMPENSATION. Based upon the duties outlined in the Exhibit A - Scope of Services, CONSULTANT proposes to provide the Services for the monthly lump sum of Twenty Thousand Three Hundred and Thirty-Three Dollars ($20,333.00) per Month. Payment will be made to CONSULTANT within 30 days of receipt of each monthly invoice for services rendered submitted by CONSULTANT. If DISTRICT fails to pay CONSULTANT within 30 days after any invoice is rendered, DISTRICT agrees CONSULTANT shall have the right to consider such failure as a material breach, and, CONSULTANT may, in its sole discretion and upon written notice to DISTRICT, suspend or terminate its duties, obligations, and responsibilities under this Agreement. In such event, DISTRICT shall promptly pay CONSULTANT for all fees, charges, purchased materials and Services provided by CONSULTANT. DISTRICT agrees that the periodic billings from CONSULTANT to DISTRICT will be confirmed as correct, conclusive, and binding on DISTRICT within 20 days from the date of receipt of such billing, unless DISTRICT notifies CONSULTANT in writing within that time of alleged inaccuracies, discrepancies, or errors in billing. DISTRICT shall in any event pay the portion of the invoice not in dispute.

If any material changes in the scope of Services under this Agreement should occur, including, but not
limited to, changes in governmental regulations, reporting, requirements, wastewater treatment conditions or standards that increase the cost of fulfilling the terms of this Agreement, CONSULTANT may be entitled to additional compensation. DISTRICT and CONSULTANT shall enter into good faith negotiations for additional compensation within thirty (30) days of receiving a written request from CONSULTANT.

Should any emergency situation or any other situation require CONSULTANT to be on site outside of duties outlined above and further enumerated in Exhibit A - Scope of Services, DISTRICT agrees to pay CONSULTANT an hourly rate for all time that CONSULTANT’s employees are on site in accordance with CONSULTANT’s Standard Schedule of charges each applicable year. CONSULTANT’s 2020 Standard Schedule of Charges is attached hereto and incorporated herein as Exhibit B – Standard Schedule of Charges. On January 1 of each year, the Standard Schedule of Charges will be subject to a cost of living increase based on the previous year’s San Diego Area CPI-U, but in no case shall the annual increase be less than 3%.

All Costs outside of the Scope of Services paid for by CONSULTANT, including but not limited to chemicals and materials for maintenance or repairs, shall be invoiced by CONSULTANT to DISTRICT at the rate of the actual cost of the material times 1.15 for purchasing coordination.

4. HGSTP INFRASTRUCTURE AND EFFLUENT QUALITY AND TREATMENT PLANT DESIGN PARAMETERS. CONSULTANT shall not be responsible for any adverse changes in the quality and quantity of the wastewater influent feed to the STP that materially affect the HGSTP design parameters and the HGSTP’s regulatory standards. If, in CONSULTANT’s opinion, the influent flow to the HGSTP exceeds these parameters and standards, or should it contain toxic or abnormal substances which cannot be effectively treated by the HGSTP, CONSULTANT shall notify DISTRICT and the flow to the HGSTP shall be diverted until such time as CONSULTANT determines that the influent flow characteristics are suitable for treatment at the HGSTP. CONSULTANT will notify DISTRICT as soon as practicable of any such occurrence and will advise DISTRICT on any corrective actions necessary. CONSULTANT is not responsible for fines, damages, penalties, or other claims arising from the operation of the HGSTP except where the result of negligence or intentional misconduct on the part of Consultant, its agents or employees, per Section 7. A. below.

CONSULTANT will operate and use all practical operational methods of the HGSTP design to meet the waste discharge requirements set by the San Diego Regional Water Quality Control Board, as well as the standards of all other applicable regulatory agencies. CONSULTANT is not responsible for meeting any effluent standards not contemplated in the design and report of waste discharge of the HGSTP.

5. TERM. The Term of this Agreement shall be for Two Years (24 months) from the date of approval by both parties. At the end of the initial term and each renewal thereafter (if applicable), this Agreement may be renewed for additional One Year (12 months) terms if mutually agreed between the DISTRICT and CONSULTANT.

6. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving 90 days advance written notice to the other party.

7. INDEMNIFICATION FOR DAMAGES, TAXES, AND CONTRIBUTIONS.

SECTION 7A. HOLD HARMLESS AND INDEMNIFY BY CONSULTANT
CONSULTANT hereby agrees to investigate, indemnify, and hold harmless, DISTRICT from and against any and all claims, actions, including administrative actions, penalties, fees or fines, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, incurred, brought for or on account of, injury to or death of any person, or damage to property to the extent caused
by the negligence or intentional misconduct on the part of the CONSULTANT, its officers, employers, or representatives.

SECTION 7B – HOLD HARMLESS AND INDEMNIFY BY DISTRICT
District hereby agrees to investigate, indemnify, and hold harmless, CONSULTANT from and against any and all claims, actions, including administrative actions, penalties, fees or fines, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, incurred, brought for or on account of, injury to or death of any person, or damage to property to the extent caused by the negligence or intentional misconduct on the part of the District, its officers, employers, or representatives.

SECTION 7C - Each party shall notify the other party in writing of any claim or damage related to this Agreement for which that party requests indemnity within ten (10) days. The parties shall cooperate with each other in the investigation, defense and disposition of any claim tendered for defense and indemnity under this Agreement.

SECTION 7D – The parties agree that the provisions in Cal. Civil Code Section 2778 apply to the indemnity provisions in this Agreement.

SECTION 7E – The provisions in this Section 7 shall survive termination of this Agreement and shall apply to any act or omission which occurred during or under this Agreement.

8. FORCE MAJEURE. CONSULTANT shall not be deemed to be in default of its responsibilities under the terms of this Agreement as a result of any Act of God (such as hurricane, flooding, earthquake, volcanic eruption, fire, or other natural disaster), war, strike, riot, crime, civil commotion, epidemic, act of government or regulatory agency, or any other cause beyond the control of CONSULTANT.

9. INSURANCE. CONSULTANT, at its sole cost and expense, for the full Term of this Agreement, shall obtain and maintain, at minimum, compliance with the following insurance coverage(s) and requirements. Such insurance coverage, except Professional Liability shall be "occurrence coverage" insurance and shall be primary coverage as respects DISTRICT and any insurance or self-insurance maintained by DISTRICT shall be in excess of CONSULTANT’s insurance coverage and shall not contribute to it.

A. Types of Required Insurance and Minimum Limits

(1) Workers Compensation and Employer’s Liability Insurance coverage in the minimum statutorily required coverage amounts.

(2) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(3) Professional Liability Insurance in the minimum amount of $2,000,000 combined single limit.

(4) Automobile Liability Insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damage

B. Other Insurance Provisions. The required insurance policies, and each of them, are to contain, or be endorsed to contain, the following provisions or meet the following standards:
(1) Any failure to comply with reporting provisions of the policies shall not affect
CONSULTANT's liability to the DISTRICT, its officers, directors, officials, employees or
volunteers.

(2) Except for Professional Liability and Worker's Compensation, DISTRICT is an
additional insured and the insurance shall apply separately to each insured against whom
claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) Acceptibility of Insurers. Insurance is to be placed with insurers licensed in California
with a Bests' rating of no less than A:VII.

(4) Verification of Coverage. Contractor shall furnish DISTRICT with certificates of
insurance and with original endorsements effecting coverage required by this clause. The
certificates and endorsements for each insurance policy are to be signed by a person
authorized by that insurer to bind coverage on its behalf. The certificates and endorsements
are to be received and approved by the DISTRICT before work commences. DISTRICT
reserves the right to require complete, certified copies of all required insurance policies, at
any time.

(5) Additional Insured. DISTRICT shall be named as additional insured(s) for ongoing
operations on the Commercial General Liability policy and following form on any
applicable umbrella/excess policy. The requirement of any and all insurance as set forth in
this Agreement, including but not limited to the requirement for naming DISTRICT as an
additional insured, is in addition to and not in any way in substitution for all other
protection provided under the Agreement including Indemnification. CONSULTANT
hereby waives and shall require the carriers of its Commercial General Liability and
Automobile Liability policies to waive all rights of subrogation against DISTRICT. All
insurance provided by the CONSULTANT hereunder shall be primary and non-
contributory to any insurance policies held by DISTRICT.

10. INDEPENDENT CONTRACTOR STATUS. CONSULTANT and DISTRICT have reviewed and
considered the relevant factors for determination of whether CONSULTANT is an independent contractor
and not an employee and agree that CONSULTANT is an independent contractor and not an employee of
DISTRICT. CONSULTANT is responsible for all taxes, charges, fees, insurance, benefits or contributions
required to be paid or withheld on behalf any employee or agent of CONSULTANT. The parties agree that
neither CONSULTANT nor any of its directors or employees are entitled to any DISTRICT employee
benefits. DISTRICT agrees that CONSULTANT shall have the right to control the manner and means of
performing the work contracted for herein.

11. NON-ASSIGNMENT. Except for CONSULTANT's use of sub-contractors or sub-consultants as
provided under Exhibit A—Scope of Services, no party to this Agreement may assign any right or obligation
pursuant to this Agreement. Any other attempted or purported assignment of any right or obligation
pursuant to this Agreement shall be void and of no effect.

12. RETENTION AND AUDIT OF RECORDS. CONSULTANT shall retain records pertinent to this
Agreement for a period of not less than five (5) years after final payment under this Agreement or until a
final audit report is accepted by DISTRICT, whichever occurs first. CONSULTANT hereby agrees to be
subject to the examination and audit by the DISTRICT Auditor, the Auditor General of the State of
California, or the designee of either for a period of five (5) years after final payment under this Agreement.
13. **ENTIRE BINDING AGREEMENT; MODIFICATION.** This Agreement shall be binding upon the successors of DISTRICT and CONSULTANT. This Agreement contains the entire agreement between DISTRICT and CONSULTANT relating to CONSULTANT’s performance of the functions and duties of CONSULTANT to DISTRICT. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be required to be in writing and signed by both DISTRICT and CONSULTANT.

14. **WAIVER.** No covenant or condition of this Agreement can be waived except by the written consent of both DISTRICT and CONSULTANT. Forbearance or indulgence by DISTRICT and/or CONSULTANT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by party obligated. DISTRICT and/or CONSULTANT shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence. Neither DISTRICT’s nor CONSULTANT’s waiver of any term, condition, or covenant, or breach of any term, condition, or covenant constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, unless the term, condition or covenant is a material part of the consideration for this Agreement.

15. **CONFIDENTIALITY.**
   A. CONSULTANT, its employees, agents, sub-consultants and sub-contractors may be granted access to certain confidential information provided by (or contained in the records of) DISTRICT and/or its attorneys in the course of performing the work required under this Agreement. CONSULTANT warrants that it shall keep all such information strictly confidential and agrees to undertake any actions necessary to ensure that CONSULTANT’s employees, agents, sub-CONSULTANTs and sub-contractors shall keep all such information confidential.

   B. CONSULTANT’s obligation to maintain confidentiality concerning all confidential information received under this Agreement shall not terminate on completion of this Agreement, but rather shall survive the termination of this Agreement, regardless of the manner of termination.

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

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

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

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

20. **COMPLIANCE WITH LAW.** In performing the work required under this Agreement, CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances.
21. CONFLICT OF INTEREST. CONSULTANT warrants that it presently does not have and will not acquire any direct or indirect financial interest which would conflict with its performance of this Agreement.

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

All notices, demands, requests, or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from CONSULTANT to DISTRICT shall be addressed to DISTRICT at:

Rincon del Diablo Municipal Water District
Attention: Clint Baze, General Manager
1920 North Iris Lane
Escondido, California 92026
Phone: 760.745.5522

All notices, demands, requests, or approvals from DISTRICT to CONSULTANT shall be addressed to CONSULTANT at:

DUDEK
Attn: Jeff Pape
605 Third Street
Encinitas, CA 92024
Phone: 760.942.5147

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

24. ATTACHMENTS. This Agreement includes the following attachments:

- Exhibit A – Scope of Services
- Exhibit B – Standard Schedule of Charges

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

By ________________________________
Clint Baze
General Manager

_________ Date

DUDEK

By ________________________________
Joe Monaco
President

_________ Date
Exhibit 'A' - Scope of Services

The Scope of Services will generally consist of providing certified operators for labor for the operation, testing, and emergency response of the Harmony Grove Sewer Treatment Plant (HGSTP) in accordance with the manufacturer's recommendations, and will more specifically include:

- Coordinate wastewater treatment system activities with all regulatory agencies, and ensure compliance with all state, local, and federal laws;
- Operate the HGSTP so that the recycled water produced meets the waste discharge requirements set forth in RWQCB ORDER NO. R9-2012-0054. CONSULTANT’s responsibility for the recycled water ends at the Point of Discharge to the Rincon Del Diablo Recycled Water Distribution System;
- Be responsible for supervising DISTRICT personnel (when requested, including recommending operating policies and providing technical management) so that wastewater services are handled in a proper and professional manner and in compliance with applicable law and administrative codes;
- Provide a supervisory operator with a minimum Wastewater Treatment-Grade III certification to direct the utility personnel in the operation of the wastewater treatment systems and facilities as requested;
- Record plant influent flow readings. Provide daily sampling and reporting of test results.
- Perform all influent and effluent monitoring and testing to comply with applicable regulations. Draw samples as required by the WDR Monitoring program. Coordinate sampling with outside lab.
- Staff facility 5 days per week. Monitor alarm history 24 hours a day, 7 days a week and adjust plant controls to ensure that the bacteriological process maintains proper treatment. Provide emergency response, within 1 hour, when required.
- Take readings on all plant processes as necessary to maintain proper operations and maintain a daily log of the treatment plant operations.
- Maintain chemical inventory. Arrange for the procurement of onsite process chemicals routinely used in the operation of the facility as recommended by the manufacturer. DISTRICT to solicit quotes and purchase chemicals under separate contract.
- Maintain proper sludge wasting to sustain proper solids balance for the bacteriological plant processes, and coordinate sludge disposal. DISTRICT to coordinate and execute sludge hauling and disposal contract.
- Provide minor maintenance and oversee repair of pumps, filters, electric motors, aerators, gearboxes, valves, controls, and blowers. Maintain all manufacturer’s warranties by completing preventative maintenance as recommended by manufacturer. Maintain and submit preventative maintenance logs to DISTRICT. Recommend and assist in coordination of non-routine equipment maintenance and improvements.
- Plan, supervise and provide quality control over the collection of data for the preparation of and the timely and accurate filing of reporting documents required by any agency having regulatory authority over the wastewater service.
- Prepare, sign, and submit all operational reports required by the RWQCB.
- Maintain all facilities in a clean, neat, and orderly fashion, with all floors and other workspaces free of sewage, screenings, sludge, and debris; keep all equipment, tools, materials, and supplies properly stored.

EXCLUSIONS TO THE SCOPE OF SERVICES:

- DISTRICT hereby stipulates that CONSULTANT is providing technical supervision, coordination of others and labor under the terms of this Agreement. CONSULTANT is not responsible for any operational costs of the HGSTP not specifically included, including but not limited to, sludge reseeding due to HGSTP upset or change in sewage characteristics by others, regulatory permit and utility costs, cross connection, laboratory testing and monitoring, sludge disposal, trash and screenings disposal, utilities, permit fees, potable water,
high speed internet, and any lab testing equipment or supplies. CONSULTANT will coordinate the repair and replacement of all major equipment/instruments in accordance with Attachment B- Schedule of Charges after receiving DISTRICT approval. In the case of emergency, CONSULTANT or an outside contractor will make the necessary repairs and inform DISTRICT of costs incurred in a timely fashion.
<table>
<thead>
<tr>
<th>ENGINEERING SERVICES</th>
<th>hydrogeology/hazwaste services</th>
</tr>
</thead>
<tbody>
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Forensic Engineering — Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates. Emergency and Holidays — Minimum charge of two hours will be billed at 1.75 times the normal rate. Material and Outside Services — Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost. Travel Expenses — Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost. Invoices, Late Charges — All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full. Annual Increases — Unless identified otherwise, these standard rates will increase 3% annually. The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dukek reserves the right to adjust its rates accordingly.

Effective January 1, 2020
SECTION 7

SDCWA DIRECTOR’S REPORT & DIRECTOR/STAFF ACTIVITIES REPORT
Tab 7-A

SDCWA DIRECTOR’S REPORT
Tab 7-B

INFORMAL ORAL REPORTS
Tab 7-C

FUTURE

AGENDA ITEMS
Tab 7-D

Request Approval for Directors to Attend Upcoming Meetings
RINCON DEL DIABLO MUNICIPAL WATER DISTRICT

February 11, 2020

SECTION 7: DIRECTORS/STAFF REPORT & SDCWA DIRECTORS REPORT

7-E: California Special Districts Association Board of Directors Call for Nominations – Seat B.

PURPOSE:
To solicit nominations for California Special Districts Association (CSDA) Board of Directors - Seat B of the Southern Network.

BACKGROUND:
The Elections and Bylaws Committee is looking for independent Special District Board Members or their General Managers who are interested in leading the direction of the CSDA for the 2020-2022 term. The leadership of CSDA is elected from six geographic networks, and each of the networks has three seats on the Board, with staggered 3-year terms. For the 2020-2022 term, Seat B is up for nominations.

The attachment has more specific information and background related to the Call for Nominations, as well as a sample of the Nomination Form and Board Candidate Information Sheet. Any regular member in good standing is eligible to nominate one person, a board member or managerial employee, for election to the CSDA Board of Directors. Deadline for nominations and supporting documentation (Candidate Information Sheet, Nomination Form and District resolution or minute action) is March 6, 2020.

RECOMMENDATION:
The Board of Directors review the material provided and determine if they would like to nominate a member in good standing for CSDA Southern Network Seat B.

ATTACHMENTS:
- California Special Districts Association 2020 Board of Directors Call for Nominations - Seat B (with forms)
DATE: January 22, 2020

TO: CSDA Voting Member Presidents and General Managers – Southern Network

FROM: CSDA Elections and Bylaws Committee

SUBJECT: CSDA BOARD OF DIRECTORS VACANCY – CALL FOR NOMINATIONS: SEAT B – SOUTHERN NETWORK

The CSDA Elections and Bylaws Committee is looking for independent special district Board Members or their General Managers from the Southern Network who are interested in leading the direction of the California Special Districts Association for the remainder of the 2020 - 2022 term, Seat B which is currently vacant.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the Southern Network (see attached CSDA Network Map).

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one’s interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
  (CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the summer/fall.
  (CSDA does not reimburse travel related expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event, however registration fees are covered)
- Complete all four modules of CSDA’s Special District Leadership Academy within 2 years of being elected.
  (CSDA does not reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).
• Complete Annual Chief Executive Officer Evaluation.

**Nomination Procedures:** Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district’s Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district’s resolution or minute action and Candidate Information Sheet must accompany the nomination.** The deadline for receiving nominations is **March 6, 2020.** Nominations and supporting documentation may be mailed or emailed.

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814  
E-mail: amberp@csda.net

Once received, nominees will receive a candidate’s letter in the mail. The letter will serve as confirmation that CSDA has received the nomination.

CSDA Southern Network Board Members will conduct interviews of candidates that submitted nominations on March 9 – 13, 2020.

A Board appointment recommendation will be submitted by CSDA Southern Network Board Members for consideration by the full Board on March 27, 2020.

The newly appointed Board Member for the Southern Network Seat B will take office April 1, 2020.

If you have any questions, please contact Amber Phelen at amberp@csda.net.
2020-2022 BOARD APPOINTMENT
FOR SEAT B SOUTHERN NETWORK
NOMINATION FORM

Name of Candidate: ____________________________________________

District: ___________________________________________________

Mailing Address: _____________________________________________

___________________________________________________________

Network: ____ SOUTHERN

District Telephone: ___________________________________________

Candidate Direct Telephone: ________________________________

Best Time to Arrange a Call: AM □ PM □
Monday □ Tuesday□ Wednesday□ Thursday□ Friday□ Saturday□

E-mail: ____________________________________________________

Nominated by (optional): ____________________________________

Return this form and a Board resolution/minute action supporting the candidate
and Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax
amberp@csga.net

DEADLINE FOR RECEIVING NOMINATIONS – March 6, 2020
2020-2022 CSDA BOARD APPOINTMENT
SEAT B SOUTHERN NETWORK
CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/Minutes:

Name: ____________________________________________

District/Company: ______________________________________

Title: ________________________________________________

Elected/Appointed/Staff: ________________________________

Length of Service with District: ________________________

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

   ____________________________________________________

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

   ____________________________________________________

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

   ____________________________________________________

4. List civic organization involvement:

   ____________________________________________________

**Additional Candidate Statement** – Please provide an additional statement that includes any personal or professional information that will assist the Board of Directors in making their selections. The preferred formatting for the statement is to be typed with 1-inch margins, 1.5 spacing, 12 pt. Times New Roman font, and no more than 2 pages.
February 11, 2020

SECTION 7: DIRECTORS/STAFF REPORT & SDCWA DIRECTORS REPORT

7-F: California Special Districts Association Board of Directors Call for Nominations - Seat C.

PURPOSE:
To solicit nominations for California Special Districts Association (CSDA) Board of Directors - Seat C of the Southern Network.

BACKGROUND:
The Elections and Bylaws Committee is looking for independent Special District Board Members or their General Managers who are interested in leading the direction of the CSDA for the 2021-2023 term. The leadership of CSDA is elected from six geographic networks, and each of the networks has three seats on the Board, with staggered 3-year terms. For the 2021-2023 term, Seat C is up for nominations. Arlene Schafer, Director of Costa Mesa Sanitary District is the incumbent and is running for re-election.

The attachment has more specific information and background related to the Call for Nominations, as well as a sample of the Nomination Form and Board Candidaæ Information Sheet. Any regular member in good standing is eligible to nominate one person, a board member or managerial employee, for election to the CSDA Board of Directors. Deadline for nominations and supporting documentation (Candidaæ Information Sheet, Nomination Form and District resolution or minute action) is March 26, 2020.

RECOMMENDATION:
The Board of Directors review the material provided and determine if they would like to nominate a member in good standing for the Southern Network Seat C.

ATTACHMENTS:
- California Special Districts Association Board of Directors Call for Nominations Seat C (with forms)
DATE: January 27, 2020

TO: CSDA Voting Member Presidents and General Managers

FROM: CSDA Elections and Bylaws Committee

SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT C

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2021 - 2023 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA’s member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California’s special districts before the Legislature and the State Administration. Serving on the Board requires one’s interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento. (CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall. (CSDA does not reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event, however does comp registration for the two events)
- Complete all four modules of CSDA’s Special District Leadership Academy within 2 years of being elected. (CSDA does not reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).
• Complete Annual Chief Executive Officer Evaluation.

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. A copy of the member district’s resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 26, 2020. Nominations and supporting documentation may be mailed, faxed, or emailed.

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csda.net

Once received, nominees will receive a candidate’s letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on May 25, 2020. All votes must be received through the system no later than 5:00 p.m. July 10, 2020. The successful candidates will be notified no later than July 14, 2020. All selected Board Members will be introduced at the Annual Conference in Palm Desert, CA in August 2020.

Expiring Terms
(See enclosed map for Network breakdown)

Northern Network Seat C-Fred Ryness, Director, Burney Water District*
Sierra Network Seat C-Pete Kampa, GM, Saddle Creek Community Services District*
Bay Area Network Seat C-Stanley Caldwell, Director, Mt. View Sanitary District*
Central Network Seat C-Sandi Miller, GM, Selma Cemetery District*
Coastal Network Seat C-Vincent Ferrante, Director, Moss Landing Harbor District*
Southern Network Seat C-Arlene Schafer, Director, Costa Mesa Sanitary District*

(* = Incumbent is running for re-election)

If you have any questions, please contact Amber Phelen at amberp@csda.net.
AGAIN, THIS YEAR!

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district May 25, 2020. All votes must be received through the system no later than 5:00 p.m. July 10, 2020.

Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail Amberp@csda.net by March 26, 2020 in order to ensure that you will receive a paper ballot on time.

CSDA will mail paper ballots on May 25, 2020 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. July 10, 2020.

The successful candidates will be notified no later than July 14, 2020. All selected Board Members will be introduced at the Annual Conference in Palm Desert, CA in August 2020.
2021-2023 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: ____________________________

District: ____________________________________

Mailing Address: ________________________________

__________________________________________________________________________

Network: ____________________________________________ (see map)

Telephone:
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE DIRECTLY)

Fax: __________________________________________

E-mail: _______________________________________

Nominated by (optional): ________________________________

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail, or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax
amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS – March 26, 2020
2021-2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: ____________________________________________

District/Company: __________________________________

Title: _____________________________________________

Elected/Appointed/Staff: ________________________________

Length of Service with District: _________________________

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

________________________________________________________________________

________________________________________________________________________

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

________________________________________________________________________

________________________________________________________________________

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

________________________________________________________________________

________________________________________________________________________

4. List civic organization involvement:

________________________________________________________________________

________________________________________________________________________

**Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after March 26, 2020 will not be included with the ballot.**
Tab 8-A

GENERAL MANAGER’S
ORAL REPORT
Tab 9-B

Closed Session
a. CONFERENCE WITH LEGAL COUNSEL – LITIGATION, Litigation pursuant to Government Code Section 54956.9(d)(4): San Diego County Office of Education, et al. v. The County of San Diego, et al. (This is a long-term item related to dissolution of redevelopment agencies and successor agencies and will remain on the agenda as long as Rincon Water is involved. No action is required on our part at this time.)

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION pursuant to Gov. Code Section 54956.9(d)(4) to discuss potential litigation (one case).