

ITEM #5.A

Review and Adopt Minutes



**SPECIAL MEETING OF THE BOARD OF DIRECTORS
DEL PASO MANOR WATER DISTRICT**

DRAFT MINUTES

**April 13, 2022, 5:30 PM
1817 Maryal Drive, Suite 300, Sacramento 95864**

1. CALL TO ORDER:

Chair Saunders called the meeting to order at 5:30 p.m.

2. ROLL CALL:

Directors Present: Chair Ryan Saunders, Osmar Macias, Carl Dolk,
Robert Matteoli, and Gwynne Pratt

Staff Present:	General Manager	Alan Gardner
	Office Manager	Victoria Hoppe
	Field Manager	Mike Jenner
	Certified Public Accountant	Robert Merritt
	District Engineer	Alan Driscoll

General Counsel Present: Elena Pacheco

A quorum of the Board was present.

3. ADOPTION OF AGENDA: Members may pull an item from the agenda.

There was a motion by Director Dolk to adopt the agenda. Director Pratt seconded the motion. The agenda was adopted on a 5-0 roll call vote.

4. PUBLIC COMMENTS:

Upon call for public comment, no one from the public addressed the Board.

5. CONSENT CALENDAR: All items under Consent Calendar will be considered together by one action of the Board, any Member or members of the public may request that an item be removed and considered separately.

There were no items on the Consent Calendar to consider.

6. PUBLIC HEARING:

There were no Public Hearing items recognized to consider.

7. NEW BUSINESS:

Item 7.A: A Resolution of The Board of Directors of The Del Paso Manor Water District Approving Task Order No. 22-04 Pursuant to Agreement by And Between Del Paso Manor Water District and Forsgren Associates For District Engineer Services.

Upon call for public comment, no one from the public addressed the Board.

Director Pratt made a motion to approve Resolution No. 22-0413-1 approving Task Order No. 22-04 Pursuant to Agreement by and between Del Paso Manor Water District and Forsgren Associates for District Engineer Services. Director Dolk seconded the motion. The motion passed on a 5-0 roll call vote.

Chair Saunders recessed the meeting at 5:58 p.m. The meeting reconvened at 6:00 p.m.

Item 7.B: A Resolution of The Board of Directors of The Del Paso Manor Water District to Amend District Policy 2135.1 to Increase the Purchasing Authority of the General Manager From \$20,000 To \$50,000.

Upon call for public comment, no one from the public addressed the Board.

Director Pratt made a motion to approve Resolution No. 22-0413-2 amending Policy 2135.1 to increase the General Manager's purchasing and signing authority from \$20,000 to \$50,000. Director Matteoli seconded the motion.

The motion passed by the following vote:

Ayes: 4 - Macias, Matteoli, Pratt, Saunders

Nays: 0

Abstain: 1 - Dolk

8. FIELD REPORT: Verbal report

Field Manager Mike Jenner summarized his written report.

9. GENERAL MANAGERS COMMENTS: Verbal report

General Manager Alan Gardner reported on staffing pay increase for stand-by pay, screen door installation, and presented information on general matters of the District.

10. DIRECTORS COMMENTS: Verbal information, non-action comments.

Director Macias expressed concern regarding staff and special meeting.

Director Matteoli encouraged members of Board to attend the Association of California Water Agencies (ACWA) Conference in May and expressed gratitude of staff and various comments.

Director Pratt also encouraged Director's to attend ACWA Conference.

Chair Saunders announced an Ad Hoc committee would be formed for the purpose of the general manager's upcoming review.

11. ADJOURNMENT: Next Regular Board of Directors meeting is scheduled for May 3, 2022
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Director Matteoli made a motion to adjourn. Director Dolk seconded the motion. There being no further business, the Board of Directors meeting adjourned at 6:41 p.m.

APPROVAL:

ATTEST:

Ryan Saunders, President of the Board

Norma I. Alley, MMC, Clerk of the Board

ITEM #9.A

Consideration of Entering into an Agreement with Renne Public Policy Group (RPPG) for Grant Writing Services

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: May 16, 2022

AGENDA ITEM NO. 9.A

SUBJECT: Resolution No. 22-0516-1 Authorizing the General Manager to Enter into A Professional Services Agreement with Renne Public Policy Group for Grant Writing Services

STAFF CONTACT:

General Manager

BACKGROUND:

Staff is working with the District's consultants to finalize studies and commence the Proposition 218 process to establish new water rates, sufficient to offset the anticipated costs for infrastructure improvements of the water system. The Proposition 218 process is governed by the California Constitution and there are many procedural pre-requisites before the Board of Directors may even consider a rate increase.

In order to mitigate some of the costs that will inevitably be incurred on ratepayers, staff proposes retaining the services of a professional grant writing firm to research, analyze, and apply for grant funding for District improvement projects. Staff does not have the capacity to conduct this additional work itself. Furthermore, a professional firm will have the background and expertise to position the District at a competitive advantage.

Following an informal request for proposals, staff recommends that the Board of Directors approve a contract with Renne Public Policy Group (RPPG) for grant writing services. RPPG proposed the following fee structure:

Option #1: Monthly Retainer Agreement

Retainer	\$3,000 per month	(\$36,000 in a calendar year)
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A monthly retainer fee structure would be based on a rate of \$3,000 per month, totaling \$36,000 in a calendar year. This would be an all-inclusive service offering with no limit on the number of grant submissions during the contract period. The grant writing consultant will be available upon request for meetings with staff, strategic planning, capacity building activities, and on-call grant research.

Option #2: Per-Project Fee Schedule

Tier	Amount of Funding Request	Per-Grant Fee
1	Letters of Intent/Inquiry (standalone) or grants worth \$5,000 and below	\$500
2	\$5,001..... to \$20,000	\$2,000
3	\$20,001 to \$50,000	\$4,000
4	\$50,001 to \$200,000	\$6,000
5	\$200,001 to \$499,999	\$8,000
6	\$500,000 to \$1,499,999	\$10,000
7	\$1,500,000 to \$5,000,000	\$12,000
8	\$5,000,001 or higher	\$14,000

Additional work requested that falls outside the parameters of a specific, assigned grant writing project will be charged at an hourly rate of \$175, billed in increments of 6 minutes, with a City-approved hourly cap per activity. Examples of work that would be billed at an hourly rate include: monthly grant activity update meetings, on-call research, and other meetings with staff not directly related to an assigned project. If, for whatever reason, a grant writing project is formally assigned to RPPG and the City decides at a later point not to pursue the grant, an assessment of the total of time committed to the discontinued project will be compiled and submitted to the City for payment at the hourly rate.

Staff Training Costs

Upon request, RPPG will provide Grant Literacy, Grant Writing, and Grant Management trainings for City staff at a rate of \$1,250 per session, with a cap of three offerings per course (maximum cost of \$11,250 annually). This option is not recommended as the District lacks sufficient staff to research and apply for grants, even if provided this training.

Following negotiations, RPPG agreed to adjust its retainer down to \$3,000/monthly for unlimited services; provided, however, that the District review this arrangement in the future once it sees the value RPPG is adding. It is RPPG's desire that at that point, RPPG can charge the District the rate it normally charges for such services.

FINANCIAL IMPACT:

A \$3,000/monthly retainer would cost the District \$36,000 in one year.

RECOMMENDATION:

Staff recommends approval of Resolution 22-0516-1 authorizing the General Manager to enter into a professional services agreement with RPPG, in an amount not to exceed \$36,000.

Attachments:

Resolution 22-0516-1

RESOLUTION NO. 22-0516-1

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
DEL PASO MANOR WATER DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH RPPG**

WHEREAS, has aging infrastructure that must be repaired or replaced and is planning for a Proposition 218 rate study and increase; and

WHEREAS, the District is cognizant of the burden of higher water rates on its customers and wishes to look for alternative funding sources to mitigate the impact of those costs; and

WHEREAS, the District has a limited staff, all of whom are extremely busy with their existing workloads; and

WHEREAS, the District, as a purveyor of public drinking water, could be eligible for granting funding; and

WHEREAS, the retention of a qualified consultant to research, analyze and apply for such grants could greatly assist the District's infrastructure improvements; and

WHEREAS, after soliciting informal proposals from grant writing consultants, the Board of Directors finds that Renne Public Policy Group (RPPG) is most qualified and cost effective for this purpose; and

WHEREAS, the District desires to enter into an agreement with RPPG for such work.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DIRECTORS OF DEL PASO MANOR WATER DISTRICT:

The Board of Directors authorize the General Manager to enter into a consultant agreement in an amount not to exceed \$36,000 with Renne Public Policy Group for grant writing services.

PASSED AND ADOPTED by the Board of Directors of the Del Paso Manor Water District at a meeting of said Board held on the 16th day of May, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ryan Saunders, President
Board of Directors

ATTEST:

Alan Gardner, General Manager

DEL PASO MANOR WATER DISTRICT CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this ____ day of May, 2022, by and between the DEL PASO MANOR WATER DISTRICT, a municipal corporation of the State of California (hereinafter referred to as "DISTRICT"), and Renne Public Policy Group, a California limited liability company (RPPG) (hereinafter referred to as "CONSULTANT").

WITNESSETH:

A. WHEREAS, DISTRICT desires to enter into this Agreement for grant writing services; and

B. WHEREAS, DISTRICT desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. **DEFINITIONS.**

a. The term "General Manager" shall mean the duly appointed General Manager of the Del Paso Manor Water District, or his/her designated representative.

b. The term "General Counsel" shall mean the duly appointed General Counsel of the Del Paso Manor Water District, or his/her designated representative.

c. The term "Secretary" shall mean the duly appointed Secretary of the Del Paso Manor Water District or his/her designated representative.

3. **PROJECT COORDINATION.**

a. **DISTRICT.** The General Manager shall be representative of DISTRICT for all purposes under this Agreement. The General Manager or designee is hereby designated as the PROJECT MANAGER. The PROJECT MANAGER shall supervise the progress and execution of this Agreement.

b. CONSULTANT. The CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. _____ is designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall immediately notify PROJECT MANAGER of the name of the new PROJECT DIRECTOR.

4. SCOPE AND PERFORMANCE OF SERVICES.

a. Services to be Furnished. Subject to such policy direction and approvals as the DISTRICT through its staff may determine from time to time, CONSULTANT shall perform the services set forth in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by reference.

CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as attached hereto as **Exhibit B**.

b. Standard of Quality. All work performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT's field of expertise.

c. Compliance with Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. In the event that CONSULTANT believes that there is a conflict between existing and applicable federal, state and/or local law, codes, ordinances, regulations, orders and decrees, that would preclude CONSULTANT from complying with the requirements set forth in this paragraph, CONSULTANT shall notify DISTRICT in writing, and meet and confer with DISTRICT to determine an appropriate course of action. CONSULTANT represents and warrants to DISTRICT that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to DISTRICT that CONSULTANT shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the due and lawful execution of the services it performs under this Agreement. CONSULTANT shall maintain any and all applicable business licenses. CONSULTANT shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by the DISTRICT. The DISTRICT is not responsible or liable for CONSULTANT's failure to comply with any or all of the requirements contained in this paragraph.

5. COMPENSATION.

For the full performance of the services described herein by CONSULTANT, DISTRICT shall pay CONSULTANT \$3,000 per month for unlimited grant writing services, as set forth in **Exhibit A**. Compensation shall not exceed thirty-six thousand (\$36,000) dollars. The method and timing of payment to CONSULTANT shall be as set forth in **Exhibit C**, incorporated herein by reference.

6. ADDITIONAL SERVICES. CONSULTANT shall not commence any work exceeding the Scope of Services without prior written authorization from DISTRICT. CONSULTANT agrees to perform such work only if requested in writing by DISTRICT and shall bill for such services in a separate agreement.

7. TERM. This Agreement shall be effective and shall remain in effect for one year, unless extended pursuant to the terms herein.

8. SUSPENSIONS; TERMINATION; EXTENSIONS.

a. Right to Suspend or Terminate. The General Manager may suspend or terminate this Agreement for any reason by giving ten (10) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall immediately discontinue its performance under this Agreement. CONSULTANT may suspend or terminate this Agreement for any reason by giving thirty (30) days' written notice to DISTRICT. CONSULTANT shall not discontinue its performance under this Agreement until such notice period has expired.

b. Termination for Cause. Should CONSULTANT fail within three (3) working days from receipt of DISTRICT's written notice to correct any deficiencies related to failure to perform the Work in accordance with this Agreement including its Exhibits; failure to comply with the directions of DISTRICT; or failure to pay its creditors, DISTRICT may terminate this Agreement. Following a termination for default, DISTRICT shall have the right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to CONSULTANT, who shall be liable for the full cost of DISTRICT's corrective action, including reasonable overhead, profit, and attorneys' fees.

c. Extension of Time. Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

d. Payment. Upon such suspension or termination, CONSULTANT shall be paid for all services actually rendered to DISTRICT to the date of such suspension or termination.

e. Rights and Remedies. The rights and remedies of the DISTRICT provided in this Section are in addition to any of the rights and remedies provided by the law or under this Agreement.

9. CLAIMS. If any dispute shall arise between DISTRICT and CONSULTANT regarding performance of the work, or any alleged change in the work, CONSULTANT shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to DISTRICT within ten (10) days after commencement of the disputed work. CONSULTANT's failure to give written notice within the ten (10) day period constitutes an agreement by CONSULTANT that it will receive no extra compensation for the disputed work.

10. INSPECTION. CONSULTANT shall furnish DISTRICT with every reasonable opportunity for DISTRICT to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the PROJECT MANAGER'S inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its agreement as prescribed. Any materials created by CONSULTANT shall become the property of DISTRICT upon delivery. CONSULTANT shall not be held liable for any reuse of the DISTRICT-owned materials for purposes outside this Agreement.

11. INDEPENDENT JUDGMENT. Failure of DISTRICT to agree with CONSULTANT's independent findings, conclusions or recommendations, if the same are called for in this Agreement, on the basis of differences in matters of judgment shall not be construed as a failure on the part of the CONSULTANT to meet the requirements of this Agreement.

12. ASSIGNMENT; SUBCONSULTANTS; EMPLOYEES.

a. Assignment. CONSULTANT shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation or interest in or to the same or any part thereof without the DISTRICT's prior written consent. Any assignment without such approval shall be void and, at DISTRICT's option, shall terminate this Agreement and any license or privilege granted herein.

b. Subconsultants; Employees. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT hereunder. No subconsultant of CONSULTANT will be recognized by DISTRICT as such; rather, all subconsultants are deemed to be employees of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of the PROJECT MANAGER.

13. INTEREST OF CONSULTANT.

a. No Conflict of Interest. CONSULTANT (including principals, associates and professional employees) covenants and represents that it presently has no investment or interest, and shall not acquire any investment or interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT's services hereunder. CONSULTANT further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

b. Independent Contractor. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of DISTRICT. CONSULTANT, its officers, employees, agents, and subconsultants shall have no power to bind or commit the DISTRICT to any decision or course of action, and shall not represent to any person that they have such power.

c. Financial Records. CONSULTANT shall retain all financial records, including, but not limited to, documents, reports, books, and accounting records that pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. CONSULTANT or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

14. INDEMNITY.

a. To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless DISTRICT, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Agreement on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of DISTRICT, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, CONSULTANT shall remain obligated to defend, indemnify, and hold harmless DISTRICT, its officers, officials, employees, volunteers, and agents pursuant to this Agreement.

b. The provisions of this Section shall survive termination or suspension of this Agreement and no other provision of this Agreement or any attachment thereto shall reduce the indemnification obligations imposed under this Section

15. WORKERS' COMPENSATION.

a. Covenant to Provide. CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

b. Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for DISTRICT.

c. Coverage. CONSULTANT shall obtain workers' compensation insurance in the amounts and form outlined in Section 16 of this Agreement.

16. INSURANCE.

a. CONSULTANT shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

b. Prior to execution of this Contract and prior to commencement of any work, the CONSULTANT shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The CONSULTANT and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by CONSULTANT and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of CONSULTANT or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract. Approval of the insurance by the District shall not relieve or decrease any liability of CONSULTANT.

1. Commercial General Liability Insurance.

(i) CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that District and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

(ii) Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided the District.

(iii) Coverage shall state that CONSULTANT 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.

(iv) Coverage shall contain a waiver of subrogation in favor of the District.

2. Business Automobile Liability. CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

3. Workers' Compensation and Employers' Liability. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to District, along with the certificate of insurance, a waiver of subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

4. Professional Liability. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

(i) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District,

except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

(ii) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the District.

(iii) Evidence of Insurance - Prior to commencement of work, the CONSULTANT shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The CONSULTANT must agree to provide complete, certified copies of all required insurance policies if requested by the District.

(iv) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

(v) Subcontractors and CONSULTANTS - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the CONSULTANT.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance obligations imposed under this Section

c. In addition to any other remedy the District may have, if CONSULTANT fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due CONSULTANT under this Contract.

d. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless CONSULTANT has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the District.

e. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District.

The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by CONSULTANT are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.

17. NOTICE. Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

a. By personal delivery, effective upon receipt by the addressee;

b. By facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;

c. By certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

DISTRICT: DEL PASO MANOR WATER DISTRICT
c/o General Manager
1817 Maryal Dr. #300
Sacramento, CA 95864

CONSULTANT: Renne Public Policy Group
c/o Dane Hutchings
1127 11th Street, Suite 300
Sacramento, CA 95814

Either party may change its address for notices by complying with the notice procedures in this Section.

18. AGREEMENT BINDING. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns and subconsultants of both parties.

19. WAIVERS. The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance, or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance, or law or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

20. COSTS AND ATTORNEYS' FEES. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the

prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. NONDISCRIMINATION. No discrimination shall be made in the employment of any person under this Agreement on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, disability, or place of birth.

22. VENUE. Any action arising out of this Contract shall be brought in Sacramento County, California, regardless of where else venue may lie.

23. TIME OF ESSENCE. CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in the Scope of Services.

24. AGREEMENT CONTAINS ALL UNDERSTANDINGS. This document represents the entire and integrated agreement between DISTRICT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both DISTRICT and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California and interpreted as if written by both parties.

IN WITNESS WHEREOF, DISTRICT and CONSULTANT have executed this Agreement the day and year first above written.

DEL PASO MANOR WATER DISTRICT, a duly formed special district of the State of California:

Ryan Saunders, Board President

Date: _____

ATTEST:

Alan Gardner, General Manager

Date: _____

APPROVED AS TO FORM:

Mona Ebrahimi, General Counsel

Date: _____

CONSULTANT:



Jonathan V. Holtzman, Founding Partner

Date: 5/10/22 _____

Exhibit A

(Scope of Services)

CONSULTANT shall provide DISTRICT with the following services pursuant to this Agreement:

Monthly Retainer Agreement

Retainer	\$3,000 per month	(\$36,000 in a calendar year)
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A monthly retainer fee structure would be based on a rate of \$3,000 per month, totaling \$36,000 in a calendar year. This would be an all-inclusive service offering with no limit on the number of grant submissions during the contract period. The grant writing consultant will be available upon request for meetings with staff, strategic planning, capacity building activities, and on-call grant research.

Exhibit B

(Schedule of Activities)

The assignment will begin immediately upon execution of the agreement between DISTRICT and CONSULTANT.

Exhibit C

(Method and Timing of Payment)

The Method and Timing of Payment shall be monthly billing based on the work performed, and as invoiced in detail by CONSULTANT to DISTRICT.

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONSULTANT

By: _____

ITEM #9.B

*Consideration of the Creation of an Administrative Services Manager
Position and New Salary Schedule*

ADMINISTRATIVE SERVICES MANAGER

1. Definition

To direct, manage, supervise, and coordinate assigned programs and activities within the Administrative Services Department including but not limited to finance, human resources, payroll, risk management, customer service and information systems; coordinate assigned activities with other departments and outside agencies; and provide highly responsible and complex administrative support to the General Manager, including acting as assistant General Manager as directed and required.

VICTORIA HOPPE

ACCOMPLISHMENTS & JOB ELEMENTS SINCE 06/2019:

- Researched & transferred billing system from a proprietary access program to Munibilling
- Updated all computers and programs/applications
- Updated operator(s), office manager & GM cell phones
- Created dedicated district email addresses for all staff, board members & board clerk
- Created/Organized & maintained new filing system
- Transferred manual tracking to digital
- Assisted in updating signature cards at Bank of the West
- Assisted in coordinating contractor to open safe at Lusk office
- Assisted in locating vendor for security screens at Maryal office
- Assisted in locating vendor for heat/AC issues
- Assist GM when he is working remote
- Located roofer for Lusk office
- Assisted in locating an office cleaning service
- Located ADA compliance company to survey Lusk office
- Researched/updated new office photocopy machine
- Assist/prep CCR and coordinate with mailing house for delivery
- Assist GM with annual budget
- Manage all vendors accounts
- Assisted past counsel with personnel file breach/Life Lock
- Assist GM with RFP process and posting
- Prep/prepare board room when meetings were in house

2. Typical Tasks

OFFICE:

- Create/update and maintain employee handbook
- Create/update and maintain BOD policy handbook
- Assist district CPA with record keeping
- Assist district auditor with audit prep
- Assist/process district expense reports
- Answer phone/return all phone calls
- Reply to all inquiries submitted via website
- Open & process/distribute all mail
- Reply &/or delegate ratepayer(s) requests
- Process/reply to all escrow demands when properties sell
- Manage all accounts payable/receivable
- Track, maintain and order all office supplies
- Maintain/manage DPMWD website
- Respond to all public records requests
- Organize office vendors/deliveries
- Manage all printed materials (IE: door tags, meter books, staff uniforms, business cards, etc.)
- Assist staff with IT issues

HUMAN RESOURCES:

- On-boarding/Process all new hire paperwork/HR file
- Process all payroll
- Process all CalPERS requirements
- Manage/prep payroll reports
- Manage/prep CalPERS reports
- Track all staff vacation & sick pay
- Maintain all payroll records
- Maintain all HR files/documents
- Full compliance with all HIPPA rules
- Assist with drafting job descriptions &/or posting job openings
- Maintain all filing according to the district retention policies
- Enroll/track all staff required trainings

BILLING:

- Open, process & post all water payments
- Coordinate mailings with mail house
- Create &/or mail water statements for both flat rate and metered accounts
- Update all changes needed to ratepayer's accounts
- Work with billing system on upgrades &/or servicing the system
- Deposit all water payments to revenue account

FIELD STAFF ASSISTANCE:

- Coordinate meter readings with operators
- Track all water production in coordination with operators
- Create/maintain/update meter book
- Assist field staff with coordinating contractors
- Assist field staff with document prep, updating tracking & reports
- Assist with hydrant permit application and deposit process
- Assist field staff with maintaining district trucks

REPORTS:

- Prep, process and submit annual reports
 - JPIA Workers' Comp
 - JPIA Estimate Payroll
 - Payroll
 - CalPERS
 - Electronic Annual Review (EAR)
 - Special District Government Compensation Report
 - Monthly Bureau of Labor Statistics report
 - California CARB DOOR (district fleet tracking)
 - Monthly VOYA submission
 - Assist with GASB Valuation
 - Assist with budget to actuals in coordination with CPA

BOARD OF DIRECTOR MEETINGS & ASSISTANCE:

- Coordinate board meetings with board members, counsel, staff, DPM clerk & attending guests
- Prepare draft agendas & board packets
- Draft, prepare, print, email &/or post board meeting agenda/packet
- Format /print/compile and deliver board packets to board members who have requested them
- Manage zoom account in coordination with board clerk
- Coordinate board member(s) for signature on all minutes, resolutions & contracts
- Attend all board meetings
- Print warrants/checks and coordinate board members for signatures
- Book/track all staff and board member conferences
- Comply with all Brown Act requirements
- Enroll/track all board required trainings
- Assist with filing Form 700

Current:

Salary Pay Scale - Office Manager (03/01/2022)						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$50,611.20	\$53,415.60	\$55,795.20	\$58,579.20	\$61,497.60	\$64,569.60
Monthly	\$4,217.60	\$4,428.80	\$4,649.60	\$4,881.60	\$5,124.80	\$5,380.80
Hourly	\$26.36	\$27.68	\$29.06	\$30.51	\$32.03	\$33.63

Proposed:

Salary Pay Scale - Administrative Services Manager (05/01/2022)					
	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	\$80,302.56	\$84,333.60	\$88,534.37	\$92,968.51	\$97,614.82
Monthly	\$6,691.88	\$7,027.80	\$7,377.86	\$7,747.38	\$8,134.57
Hourly	\$ 38.61	\$ 40.55	\$ 42.56	\$ 44.70	\$ 46.93

1. Annual Difference Between Current Salary at Step 6 & Proposed Salary at Step 1: \$15,732.96
2. Remaining salary balance for current F/Y: \$16,142.40
3. Additional CalPERS Cost for current F/Y: $\$20,499.20 / 7.9\% = \$2,043.36$

ITEM #9.C

Consideration of Retention of a Public Relations Firm

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: May 16, 2022

AGENDA ITEM NO. 9.C

SUBJECT: Consideration of Retention of a Public Relations Firm

STAFF CONTACT:

General Manager

DISCUSSION:

DPMWD used a public relations firm until the last Board chose to discharge them.

Given DPMWD's current position and numerous issues that require public presentations and discussions staff suggests it has been strongly advised by members of the water community that it would literally "be foolish" not to retain that type of professional assistance.

This advice even came from the current President of ACWA Pam Tobin, as well as other senior utility managers in discussions during and after the "communications" seminar last week. At least one of those conversations included both Directors Pratt and Dolk.

DPMWD could use assistance upgrading the website and ensuring it is compliant with current regulations, using local social media efficiently and to increase transparency, perhaps reinstating newsletters that the old board terminated as a practice after only issuing 2 of them, and using the firm to help best communicate with utmost transparency what we need to do and are trying to do to provide ratepayers the most cost effective path forward compared to the other two very costly alternatives.

Given what happened before we need to present materials with maximum transparency supported by independent sources to achieve necessary near and long term support for the required 218 proceedings.

Staff is not suggesting a permanent arrangement is required. But what we are suggesting is that for the critical next 2-3 years we have that type of assistance available.

We would like authority to issue a very time limited RFP describing the situation and requesting an outline of how interested firms would assist with related costs, including a copy of their contract form.

RECOMMENDATION:

Staff recommends that the Board of Directors provide the General Manager with direction as to whether to retain a public relations firm.

ITEM #9.D

*Consideration Of Loan With Lance Holman and/Or Alternative Lenders
To Provide Bridge Financing For District Infrastructure*

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: May 16, 2022

AGENDA ITEM NO. 9.D

SUBJECT: Consideration Of Loan With Lance Holman and/Or Alternative Lenders To Provide Bridge Financing For District Infrastructure.

STAFF CONTACT:

General Manager

DISCUSSION:

On May 9, 2022, President Saunders and I had a conversation with Lance Holman and a member of his team. Mr. Holman advised that his firm is interested in up to \$2 million for an infrastructure loan based on the provided 3 years audits, the 2021-2022 income stream, and the current budget to actuals. He also indicated that if the 218 was successful he could structure a 20 year loan and payments to raise \$10 million or more depending on the rates achieved. He suggested his firm could use an umbrella loan under which individual projects were activated.

President Saunders had to leave the meeting before a series of potential alternatives were presented.

My view is that this is one potential option that I needed to present to you. If we were interested, it could be funded in as short as 30 days.

There are two concerns. First, until we have the 2022-2023 budget in solid draft we don't know if the same \$500,000 will be available so 1/3 to 1/2 could be used for an interim loan. Second, \$2 million or less doesn't do much regarding pipes. There are several areas where we could complete the move from back to the street by hooking up homes where pipe placed but is not serving since no new service lines are attached.

RECOMMENDATION:

Staff recommends we consider the loan but first determine the probable budget and room for a loan, and then how the money could be effectively used.