

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

**October 1, 2019 6:30PM
1817 Maryal Drive, Suite 300, Sacramento**

A G E N D A

The Board will discuss all items on its agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on its agenda, but will not act on those items unless action is urgent, and a resolution is passed by two-thirds (2/3) vote declaring the need for action arose after posting of the agenda.

This agenda has been prepared and posted in compliance with the provisions of the Ralph M. Brown Act, and specifically the provisions of Sections 54954.2 and 54954.3 of the Government Code. Board action may occur on any identified agenda item. Any member of the public may address the Board on any identified agenda item of interest after board discussion has ended on that item, and if there is a motion, before the vote is taken. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker.

In compliance with the Americans with Disabilities Act, Del Paso Manor Water District encourages those with disabilities to participate fully in the public hearing process. If you have a special need in order to allow you to attend or participate in our public meeting and public hearing processes, including receiving notices, agendas, and other writings in appropriate alternative formats, please contact our office at (916) 487-0419 at least 24 hours in advance of the public meeting or hearing you wish to attend so that we may make every reasonable effort to accommodate you.

Call to order and roll call

Pledge of Allegiance

Announcements

Public Comment:

The Public may address the Board on any items not on the agenda which are within the jurisdiction of the Del Paso Manor Water District Board of Directors. Comments shall be limited to five (5) minutes.

Items for Discussion and/or Action:

1. Review, discuss, and possible action to approve Resolution No. 20191002 authorizing revisions to Vacation Leave and District Holidays and amendment of the District Employee Handbook.

2. Review, discuss and possible action to approve job descriptions and pay scales for District positions.
 - a. Update on Recruitment / Job Postings
3. Update on SSWD Mutual Aid Agreement.
4. Regional Water Authority report: Water Efficiency Plan.
5. Review, discuss and possible action to approve Resolution No. 20191001 to obtain District credit cards.
6. Review, discuss and possible action to direct Interim General Manager to participate in the Regional Collaboration Integration Study.
7. Review, discuss and possible action to approve controls for Well 7.
8. Review, discuss and possible action to establish an Ad Hoc Committee to do a feasibility study on re-purposing/remodel the Lusk Drive property.
9. Budget Discussion: Well Rehab Plan.
10. Dissolve Transition Ad Hoc Committee.
11. Review and adopt minutes of September 3, 2019 Regular Meeting.
12. Review and adopt minutes of September 11, 2019 Special Meeting.

Report on Meetings and Committees: (Per AB 1234)

1. Transition Ad Hoc Committee Meeting - Burt/Lenahan
2. Finance Ad Hoc Committee Meeting - Burt/Lenahan
3. Succession Planning Ad Hoc Committee Meeting - Harrington/Lenahan
4. Policy Manual Review Ad Hoc Committee Meeting - Harrington/Burt

5. Human Resources Ad hoc Committee Meeting -
Schneider/Lenahan
6. Safety and Security Ad Hoc Committee Meeting -
Burt/Schneider
7. Regional Water Authority Meeting - Harrington /
Matteoli
8. Other Reports - AB 1234

Upcoming Meetings:

9. None

Report from General Manager:

10. Non-discussion/action items

Report from Attorney concerning:

11. Non-discussion/action items

Report on Field Operations:

12. Status of September field matters

Board General Discussion:

Opportunity for Board members to ask questions for clarification, provide information to staff, request staff to report back on a matter, or to direct staff to place a matter on a subsequent agenda.

Closed Session Pursuant to Government Code § 54956.9

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
(Discuss potential initiation of litigation pursuant
to subdivision (c) of Section 54956.9)

Number of potential cases: 1

Closed Session Pursuant to Government Code § 54957.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Interim General Manager

Return to Open Session

Adjournment

Next Meeting: November 5, 2019 Regular Board Meeting

RESOLUTION NO. 20191002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT AUTHORIZING REVISIONS TO VACATION LEAVE AND DISTRICT HOLIDAYS AND AMENDMENT OF THE DISTRICT EMPLOYEE HANDBOOK

WHEREAS, the Del Paso Manor Water District (the "District") maintains policies for employee paid vacation leave and holidays, which are set forth in the District's Employee Handbook dated as of February 2016; and

WHEREAS, the Board of Directors of the District has determined that it is in the best interests of the District to amend and revise the District's current policies for paid vacation leave and holidays, both from an operational and customer service standpoint; and

WHEREAS, the modification of the District policies for vacation leave and holidays will require an amendment of the District Employee Handbook;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Del Paso Manor Water District that:

- a. Sections 4.H. 1 and 2 of the Employee Handbook are hereby amended and superseded as set forth in Exhibit A hereto.

BE IT FURTHER RESOLVED, that this Resolution shall be effective October 1, 2019 upon adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Del Paso Manor Water District on this 1st day of October, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DEL PASO MANOR WATER DISTRICT

John Lenahan, President

ATTEST:

Leo Havener, Board Secretary

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Adam Brown, General Counsel

EXHIBIT A

water field. To be eligible, an employee must have completed their initial evaluation period and must submit a request to the General Manager for approval.

1. Certification/Professional Designation Programs

The District will reimburse the expense of tuition and required text for all courses leading to a JOB-RELATED certificate/class if pre-approved by the General Manager. The reimbursement will come once you have completed and passed the class and have submitted a copy of the receipt(s) for tuition and texts for reimbursement.

2. Professional Courses and Specific Job-Related Courses

Professional and job-related course tuition, required text, and exam fee expenses will be reimbursed upon satisfactory completion of course, if course was approved by the General Manager.

3. Professional Seminars Attended During District Time

Professional job-related seminar fees, text, transportation, lodging and meals will be pre-paid upon approval.

4. Additional Requirements

- You are responsible for registration and ordering of any necessary text.
- It is your responsibility to provide your supervisor and the Manager with transcripts after completion of the course.

H. Paid Leave Policy

The District's policy allows eligible employees to earn time off in accordance with their employment status and length of service and to use such earned time to take time off with pay under the guidelines stated in this policy. Regular part-time employees' paid time off will be pro-rated according to their scheduled work hours. Categories of paid leave are provided, as outlined below:

1. Vacation

The District recognizes the value of rest and relaxation and encourages you to use all accrued vacation benefits. Regular full-time and part-time scheduled employees are eligible for paid vacation according to months

of service. Vacation must be approved in advance by the General Manager.

Vacation is earned and accrued from the first day of employment as follows:

10 days per year – For the first 3 years

15 days per year – For the 4th through 10th year

18 days per year – For the 11th through the 15th year

21 days per year – After 16 years of employment. Thereafter

Time is prorated for part-time employees. Temporary and seasonal employees are not eligible and do not accrue vacation time. Employees who are on unpaid leave of absence for any reason and not receiving wages from the District shall not accrue vacation leave during the period of such unpaid leave.

For employees hired after January 1, 2005, there is a cap of 50 days of vacation accrual. Upon reaching the maximum accrual, vacation leave shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave. ~~For employees in this category, vacation payouts are not an option. The Board of Directors reserves the right to make exceptions, on a case-by-case basis to extend the accrual or authorize a payout.~~

Employees hired after June 1, 2019 may not accrue more than 150% of the annual vacation accrual rate applicable to them. Upon reaching the maximum accrual, vacation leave shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave. By way of example, an employee during his/her first three years of employment may not accrue more than 15 days of vacation leave.

2. **Holiday Observances**

The District observes the following holidays. All regularly scheduled full time employees will receive a normal day's pay at their normal hourly rate for the following holidays, subject to the conditions below. Part-time employees will receive a normal day's pay at their normal hourly rate if the holiday falls on their regularly scheduled day to work:

- New Year's Day
- Martin Luther King Jr. Day

- ~~Lincoln's Birthday~~
- Presidents' Day
- Cesar Chavez Day
- ~~Good Friday—Closed at Noon~~
- Memorial Day
- Independence Day
- Labor Day
 - ~~California Admission Day~~
 - ~~Columbus Day~~
- Veteran's Day
- Thanksgiving Day and day after
- ~~Christmas Eve—Closed at Noon~~
- Christmas Day
- One (1) personal or "floating" holiday per year to be scheduled in coordination with and subject to the approval of the General Manager.

Holiday Conditions:

- If the holiday falls on a Saturday, it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the next Monday, unless otherwise noted.
- Employees on leaves of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.
- If a holiday falls during your approved vacation period, you will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
- When computing overtime pay, you do not receive credit for hours worked on holidays that are not actually worked.

water field. To be eligible, an employee must have completed their initial evaluation period and must submit a request to the General Manager for approval.

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- Cesar Chavez Day

- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and day after
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- One (1) personal or “floating” holiday per year to be scheduled in coordination with and subject to the approval of the General Manager.

Holiday Conditions:

- If the holiday falls on a Saturday, it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the next Monday, unless otherwise noted.
- Employees on leaves of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.
- If a holiday falls during your approved vacation period, you will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
- When computing overtime pay, you do not receive credit for hours worked on holidays that are not actually worked.

2. Bereavement Leave

In the event of a death in your immediate family, the District **may** grant up to 24 hours for non-exempt employees (pro-rated for less than 40 hours per week) or three (3) days for exempt employees of paid time away from work if you are a regular full-time employee. **The intent of this benefit is to allow you to make arrangements for and/or to attend the funeral.** Additional vacation time or unpaid time off in the form of a personal leave of absence may be granted for special circumstances with the General Manager’s approval.

Immediate family for the purpose of bereavement leave is defined as a mother, father, wife, husband, natural or adopted child, brother, sister,

FIELD MANAGER

Status: Exempt

Reports to: General Manager

Definition/Summary

Under administrative direction, plans, organizes, manages, and directs all District field staff involved in the maintenance, repair, and operation of water production and distribution facilities.

Essential Functions

Duties may include, but are limited to, the following:

- Plans, organizes, assigns, reviews, and manages water production and distribution; plant and facility maintenance; oversees sub-contractors for repair and construction; equipment and vehicle maintenance and repair; ground keeping, warehousing; meter repair; water sampling and basic lab analysis.
- Assists the General Manager with long-range plans for major maintenance or replacement projects.
- Develops, and directs implementation of policies, procedure, and standards related to maintenance and operations.
- Provides field evaluation, inspection, and monitoring of major jobs.
- Ensures compliance with requirements and standards.
- Reviews employee effectiveness and personnel evaluations of field staff.
- Approves leave requests and time sheets of field staff.
- Trains employees on work procedures, standards and safety related programs.
- Develops, implements, and oversees preventive maintenance.
- Assists in preparation of annual budget.
- Reviews and approves purchase requests.
- Meets with contractors, utilities, governmental entities, suppliers, and public to coordinate operations, obtain services, secure cooperation, and resolve problems.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- Confers with district staff and coordinates activities.
- Prepares or reviews periodic or special reports.
- Attends and participates in Board Meetings.
- Provides input and review for District activities.

Knowledge and Abilities

Knowledge of:

- Principles, practices, equipment, and materials used in water system construction, maintenance and repair.
- Supervisory principles and practices including planning, organizing and assigned work, selection of, training, motivating, and appraising staff and dealing with personnel issues.
- Work safety standards and regulations.
- District policies, rules, regulations, and procedures.
- Public finance, budget development, and fiscal controls, and capital improvement fiscal planning.
- Read and understand mapping and schematics.
- Perform basic math and algebra on a regular basis.
- Write clear, concise, and legible reports.
- Follow oral and written directions.

Ability to:

- Plan, organize, manage, review, and administer the maintenance, construction and operations functions of the District.
- Prepare and carry out personnel, budgeting, and training activities as they relate to district operations staff.
- Effectively represent the District's operations functions with the public, other government agencies, contractors, developers, and professional consultants.
- Analyze complex maintenance and operations problems.

Typical Physical Activities

- Operates District vehicles and equipment in distribution system construction, maintenance, and repair work.
- Must be able to carry, push, pull reach, and lift equipment and parts weighing up to 75 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Ability to stand on feet, bend, and work in a prone position for extended periods of time.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Works in an environment with exposure to treatment chemicals such as sodium hypochlorite and chemicals for weed, rodent, and bug control.
- Works in an environment where there may be exposure to raw sewage, stagnant water, or buried refuse.
- Communicates orally with District staff in face-to-face, one-on-one settings.
- Regularly uses a telephone for communications.
- Stands and walks for extended time periods.

- Hearing and vision within normal ranges with or without correction.

Environmental Factors

1. Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
2. Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
3. High temp: Considerable work time in hard manual labor in temperatures between 80-90 degrees.
4. Humidity: Work in areas with unusually high humidity.
5. Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
6. Noise: Occasionally there are unusually loud sounds.
7. High Voltage: Work in and around high voltage equipment.
8. Slippery surfaces: Occasional work on unusually slippery surfaces.
9. Oil: Some parts of the body in contact with oil or grease occasionally.
10. Dust: Works in or around areas with minor amounts of dust.
11. Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Qualifications

Any combination of education and experience that would provide the required knowledge and abilities is qualifying.

Experience: Four years supervisory experience in construction, maintenance, repair, and/or operations of water distribution and treatment facilities is preferred but not required.

Education: Graduation of high school.

License/Certification Requirement

Driver License: Possession of a valid California Class C Driver License with a driving record acceptable to the District.

Certification: Minimum – California Department of Public Health Distribution Operator Grade 3 and California Department of Public Health Treatment Operator Grade 2. Additional certification, as needed by the District, must be obtained within one year once the District requires it. (Example: Conservation Practitioner, Backflow, etc.)

Continuing Education: Continuing education to maintain the certification is required. A failure to obtain or maintain such certification may be cause for disciplinary action and/or termination.

OPERATIONS and MAINTENANCE TECHNICIAN II/CONSTRUCTION COORDINATOR

Status: Non-Exempt

Reports to: Field Manager

Definition/Summary

Under general supervision, performs routine duties involving the operations and maintenance of water pumping, distribution, and water treatment facilities. Responsible for coordinating all construction activities within the District.

Essential Functions

Duties may include, but are limited to, the following:

- Performs field maintenance on pumps and motors of wells.
- Performs a variety of maintenance and repair on water distribution systems.
- Repair devices such as gate valves, angle stops, curb stops, corporation stops.
- Installs, tests, repairs, and maintenance of meters.
- Install meter setters.
- Performs basic water quality testing and sample collection.
- Performs preventative maintenance checks and repairs of District water pumping equipment and treatment equipment.
- Performs maintenance of machinery, equipment, structures, and grounds.
- Cleans, weeds, and trims bushes and trees on meter services and well sites.
- Read meters.
- Shuts off water service for repairs and non-payments.
- Responds to customer complaints regarding pressure, leaks, and water quality.
- Marks underground utilities.
- Tracks inventory.
- Requires being on call and prompt response time.
- Responsible for the District's water conservation program.
- Meets with and oversees contractors doing construction within the District.
- Reviews construction plans to assure District specifications are being met.
- Corresponds with contractors, both verbally and written, on behalf of the District.
- Some office work will be required possibly including receiving payments.
- Attending meetings and training course out of the area may be required.

Other Duties

- Responsible for field operations in the absence of the Field Manager.
- Assists administratively on the tracking of the testing of the backflow devices in the District; including corresponding with customers and the County of Sacramento.
- Track and maintain the District's leak log.

- Assist with compliance of the District's permits. (i.e.: NPDES, SMAQMD, encroachment, etc.)
- Other duties as assigned.

Knowledge and Abilities

Knowledge of:

- Basic knowledge of materials and equipment used in water service installation, maintenance, and repair work.
- Proper procedures for hauling trailers, including ability to back up into tight spots.
- Proper safety standards.

Ability to:

- Perform basic work assignments in the installation, maintenance, and repair of water service systems and meters.
- Learn more difficult water service and meter installation, maintenance, and repair work.
- Operate motor vehicle and power-driven equipment used in water service work.
- Hear and see monitoring devices.
- Work with and around high voltage equipment.
- Read and understand mapping and schematics.
- Perform basic math and algebra on a regular basis.
- Write clear, concise, and legible reports.
- Deal tactfully and courteously with the public and sub-contractors.
- Follow oral and written directions.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.

Typical Physical Activities

- Operates District vehicles and equipment in distribution system construction, maintenance, and repair work.
- Must be able to carry, push, pull reach, and lift equipment and parts weighing up to 75 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Ability to stand on feet, bend, and work in a prone position for extended periods of time.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Works in an environment with exposure to treatment chemicals such as sodium hypochlorite and chemicals for weed, rodent, and bug control.
- Works in an environment where there may be exposure to raw sewage, stagnant water, or buried refuse.
- Communicates orally with District staff in face-to-face, one-on-one settings.
- Regularly uses a telephone for communications.

- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

1. Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
2. Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
3. High temp: Considerable work time in hard manual labor in temperatures between 80-90 degrees.
4. Humidity: Work in areas with unusually high humidity.
5. Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
6. Noise: Occasionally there are unusually loud sounds.
7. High Voltage: Work in and around high voltage equipment.
8. Slippery surfaces: Occasional work on unusually slippery surfaces.
9. Oil: Some parts of the body in contact with oil or grease occasionally.
10. Dust: Works in or around areas with minor amounts of dust.
11. Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Qualifications

Experience: Minimum of two years working in distribution at a water district.

Education: Graduation of high school.

License/Certification Requirement

Driver License: Possession of a valid California Class C Driver License with a driving record acceptable to the District.

Certification: Minimum – California Department of Public Health Distribution Operator Grade 2 and California Department of Public Health Treatment Operator Grade 2. Additional certification, as needed by the District, must be obtained within one year once the District requires it. (Example: Conservation Practitioner, Backflow, etc.)

Continuing Education: Continuing education to maintain the certification is required. A failure to obtain or maintain such certification may be cause for disciplinary action and/or termination.

OPERATIONS and MAINTENANCE TECHNICIAN II

Status: Non-Exempt

Reports to: Field Manager

Definition/Summary

Under general supervision, performs routine duties involving the operations and maintenance of water pumping, distribution, and water treatment facilities.

Essential Functions

Duties may include, but are limited to, the following:

- Performs field maintenance on pumps and motors of wells.
- Performs a variety of maintenance and repair on water distribution systems.
- Repair devices such as gate valves, angle stops, curb stops, corporation stops.
- Installs, tests, repairs, and maintenance of meters.
- Install meter setters.
- Performs basic water quality testing and sample collection.
- Performs preventative maintenance checks and repairs of District water pumping equipment and treatment equipment.
- Performs maintenance of machinery, equipment, structures, and grounds.
- Cleans, weeds, and trims bushes and trees on meter services and well sites.
- Read meters.
- Shuts off water service for repairs and non-payments.
- Responds to customer complaints regarding pressure, leaks, and water quality.
- Marks underground utilities.
- Tracks inventory.
- Requires being on call and prompt response time.
- Responsible for the District's water conservation program.
- Some office work will be required possibly including receiving payments.
- Attending meetings and training course out of the area may be required.

Other Duties

- Assists administratively on the tracking of the testing of the backflow devices in the District; including corresponding with customers and the County of Sacramento.
- Track and maintain the District's leak log.
- Assist with compliance of the District's permits. (i.e.: NPDES, SMAQMD, encroachment, etc.)
- Other duties as assigned.

Knowledge and Abilities

Knowledge of:

- Basic knowledge of materials and equipment used in water service installation, maintenance, and repair work.
- Proper procedures for hauling trailers, including ability to back up into tight spots.
- Proper safety standards.

Ability to:

- Perform basic work assignments in the installation, maintenance, and repair of water service systems and meters.
- Learn more difficult water service and meter installation, maintenance, and repair work.
- Operate motor vehicle and power-driven equipment used in water service work.
- Hear and see monitoring devices.
- Work with and around high voltage equipment.
- Read and understand mapping and schematics.
- Perform basic math and algebra on a regular basis.
- Write clear, concise, and legible reports.
- Deal tactfully and courteously with the public and sub-contractors.
- Follow oral and written directions.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.

Typical Physical Activities

- Operates District vehicles and equipment in distribution system construction, maintenance, and repair work.
- Must be able to carry, push, pull reach, and lift equipment and parts weighing up to 75 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Ability to stand on feet, bend, and work in a prone position for extended periods of time.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Works in an environment with exposure to treatment chemicals such as sodium hypochlorite and chemicals for weed, rodent, and bug control.
- Works in an environment where there may be exposure to raw sewage, stagnant water, or buried refuse.
- Communicates orally with District staff in face-to-face, one-on-one settings.
- Regularly uses a telephone for communications.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

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11. Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Qualifications

Experience: Minimum of two years working in distribution at a water district.

Education: Graduation of high school.

License/Certification Requirement

Driver License: Possession of a valid California Class C Driver License with a driving record acceptable to the District.

Certification: Minimum – California Department of Public Health Distribution Operator Grade 2 and California Department of Public Health Treatment Operator Grade 2. Additional certification, as needed by the District, must be obtained within one year once the District requires it. (Example: Conservation Practitioner, Backflow, etc.)

Continuing Education: Continuing education to maintain the certification is required. A failure to obtain or maintain such certification may be cause for disciplinary action and/or termination.

OFFICE MANAGER

Status: Exempt

Reports to: General Manager

Definition/Summary

Under administrative direction from the General Manager, is responsible for performing the more complex and advanced financial recordkeeping and analysis of the District. Prepares minutes, financial documents, and Board packets in preparation of meeting of the Board of Directors. Performs human resources functions for the District. Provides secretarial and office administrative support and may handle confidential matters or be assigned to special projects. Prepares the newsletter and assists with community outreach.

Essential Functions

Duties may include, but are limited to, the following:

- Performs all office work regarding customer accounts including billing, applications for service, final notices to discontinued customers, computer system updating, inquiries and complaints, etc.
- Performs bookkeeping work related to processing of accounts receivables invoicing, accounts payable, and payroll including reviewing for accuracy, and filing of required reports to State and Federal government.
- Performs updates to the District's website, which includes, uploading of minutes, agendas, board approved policies, calendar, and newsletter.
- Performs confidential administrative tasks for the General Manager when requested.
- Keeps the General Manager fully informed regarding all office activities and problems.
- Plans, prepares, reviews and monitors operational budgets for office expenditures, supplies and expenses, benefit insurance, employee retirement, and payroll taxes.
- Prepares, creates, and files reports such as capital expenditures, statistics, capital projects, payroll distribution, and monthly water sample reports.
- Organizes and maintains office filing system including general, financial, personnel, and payroll files.
- Prepares financial and other reports as directed by the General Manager.
- Prepares final reports drafted by the General Manager and other staff members.
- Sets up Board room and recording system to tape monthly meetings, restores room order after meetings, proofs and edits draft minutes of Board meetings and creates final draft for Board approval.
- Coordinates follow-up on resolutions and other Board of Directors action documents as directed.

- Provides clerical support for Board members, and assists with election procedures and filing of forms.
- Oversees functioning of the computer system, administers computer software and hardware maintenance agreements, schedules training of other employees in the use of the computer system.
- Calculates, reports, and updates retirement plan, deferred compensation plans, and credit unions for all employees.
- Attends necessary seminars throughout the year.
- Processes paperwork for new water service connections and collection of fees.
- Supervises or performs bi-monthly billing of portable meters used for new construction, roadwork, sweeping the streets, etc.
- Coordinates with water conservation staff in the mailout of water conservation bill stuffers.
- Provides staff support for District newsletter, customer service surveys, benchmarking studies, and disaster plan.
- Oversees the general condition and appearance of the office.
- Monitors inventory and orders office supplies.

Knowledge and Abilities

Knowledge of:

- District rules, regulations, policies and activities.
- Policies, procedures and functions related to water districts.
- Financial accounting and management of budgets.
- Principles and practices of supervision.

Ability to:

- Exercise good judgment, keep calm, and make appropriate decisions in emergency and under pressure.
- Establish and maintain effective, pleasant, and cooperative working relationships with employees, officials, and the general public.
- Communicate well orally and in writing.

Skills In:

- Computer applications which includes Microsoft Word, Excel and PowerPoint.
- Accounting functions such as knowledge of general accounting software, accounts receivable/payable, and payroll.

Typical Physical Activities

- Communicate orally with District management, co-workers, and the public in face-to-face, one-on-one and group settings.
- Regularly uses a telephone for communication.

- Uses office equipment such as computer terminals, copiers, FAX machines, and communication radios.
- Occasionally drive a vehicle for training, purchase offices supplies, etc.
- Sits for extended time periods.
- Hearing and vision within normal ranges.

Qualifications

Any combination of education and experience that would provide the required knowledge and abilities is qualifying.

Experience: Requires two years of experience in advanced accounting work including an understanding of general ledger, accounts receivable and payroll systems. Experience with a water district is preferred but not required.

Education: A four-year degree; BA/BS and five years of progressively responsible office administration is preferred but not required.

License/Certification Requirement

Driver License: Possession of a valid California Class C Driver License with a driving record acceptable to the District.

OFFICE ASSISTANT

Status: Non-Exempt

Reports to: General Manager

Definition/Summary

Under administrative direction from the General Manager, performs a variety of functions in receiving and processing service requests, performs fiscal recordkeeping work in maintaining and updating billing accounts, receives and resolves complaints and questions concerning the delivery of services and status of accounts, processes accounts payables, produces reports to the financial status of account receivables and payables, performs varied general office support work, serves as a source of information and office administrative support for other staff, records and prepares minutes of the Board of Directors meeting,

Essential Functions

Duties may include, but are limited to, the following:

- Receives and processes service requests, collects appropriate funds and coordinates establishment of services with other District staff.
- Receives and resolves or forwards complaints about District service; resolves a variety of problems related to accurate meter readings, high consumption, delinquent accounts, turn-on's, turn-off's, non-reads, and improper billings.
- Receives and processes changes of account information.
- Receives and processes billing payments.
- Receives and processes accounts payables.
- Collection of delinquent accounts.
- Prepares a variety of reports, including status of accounts receivables and payables.
- Performs a variety of data entry assignments, using a computer.
- Answers the telephone and greets office visitors, provides a wide range of information, or referring them to other staff.
- Performs filing, recordkeeping and records management.
- Prepares a variety of correspondence.
- Receives, distributes and dispatches mail.
- Proofreads copy.
- Gather and organizes a variety of information and material.
- Attends Board meetings, develops and maintains minutes, distributes minutes as necessary.
- Oversees the general condition and appearance of the office.
- Monitors inventory and orders office supplies.
- Performs other duties as assigned.

Knowledge and Abilities

Knowledge of:

- Customer service procedures and methods of resolving complaints.
- District policies and regulations regarding the establishment and maintenance of service, records management, and other policies and procedures for office operations.
- Geography of the District.
- District billing practices and fiscal recordkeeping methods.
- Filing methods and recordkeeping systems.
- Computer systems and software applications related to the District administrative functions, including Microsoft Word and Excel as well as data backup.
- Ability to use Internet for search, on-line transactions, and email.
- Computerized billing and service information systems.
- Receptionist and telephone techniques.
- Basic mathematics.
- Correct English usage, spelling, grammar and punctuation.

Ability to:

- Maintain and update payment and billing records, resolve problems regarding delinquent accounts.
- Skillfully use computerized billing and customer information systems and software.
- Maintain tactful and good relations when working with the public regarding District services and complaints.
- Perform a variety of office support and programs assignments with minimal supervision.
- Prepare and organize a variety of information.
- Prepare a variety of correspondence.
- Communicate effectively with co-workers, outside agencies, and the public.
- Effectively represent the District, including its programs and policies, with the public and other agencies.
- Spell correctly and proper use of grammar.
- Make basic arithmetical computations.
- Follow oral and written directions.
- Operate a computer and applicable software.
- Take and transcribe minutes and notes at an acceptable rate for assigned responsibilities.
- Maintain, update, and ensure the accuracy of records and data.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.

Typical Physical Activities

- Communicate orally with District management, co-workers, and the public in face-to-face, one-on-one and group settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, FAX machines, and communication radios.
- Occasionally drive a vehicle for training, purchase offices supplies, etc.
- Sits for extended time periods.
- Hearing and vision within normal ranges.

Qualifications

Any combination of education and experience that would provide the required knowledge and abilities is qualifying.

Experience: Three years of increasing responsible work experience in performing customer service and relations work, a variety of and administrative work. Experience with a water district is preferred but not required.

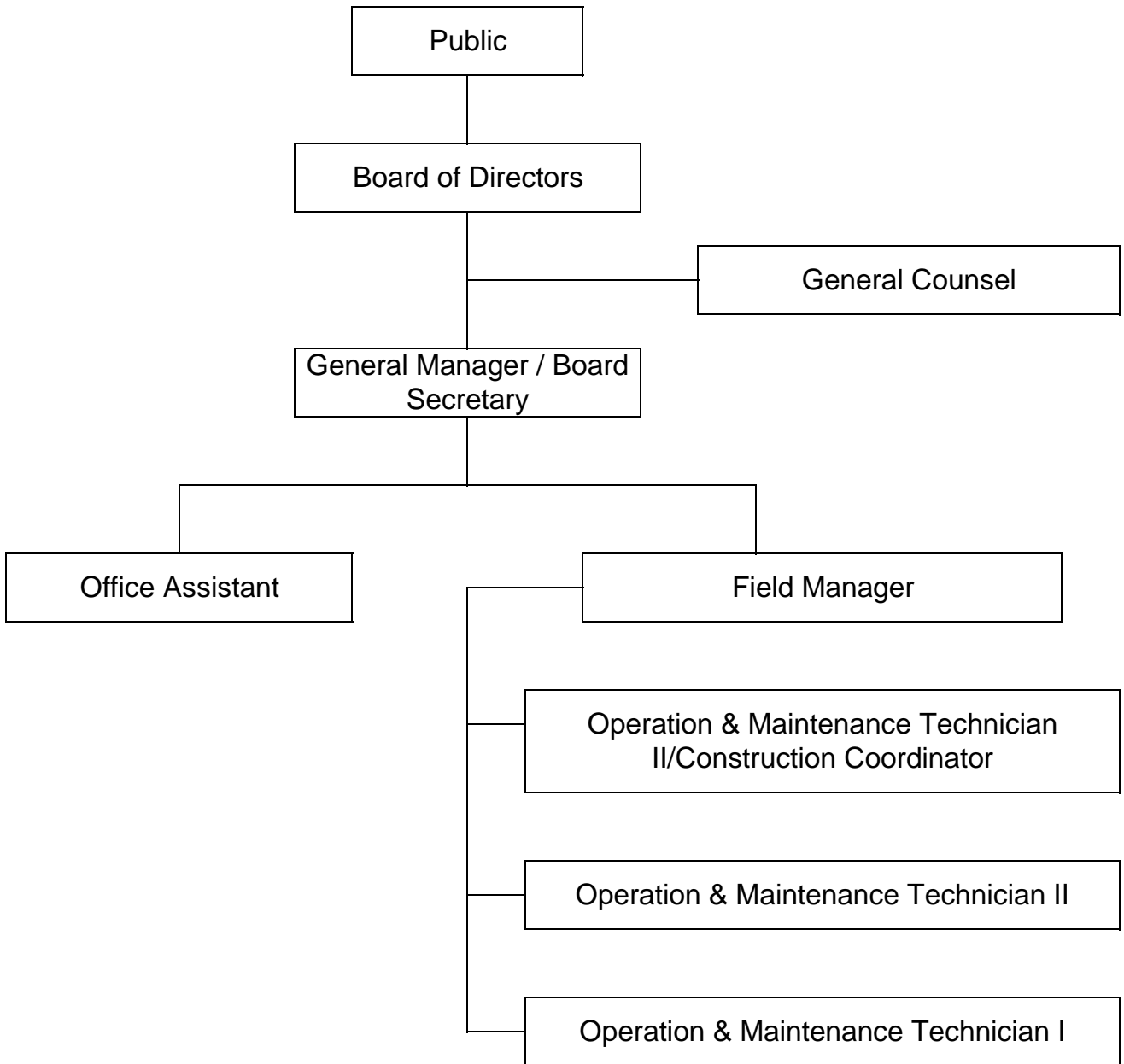
Education: Graduation of high school.

License/Certification Requirement

Driver License: Possession of a valid California Class C Driver License with a driving record acceptable to the District.

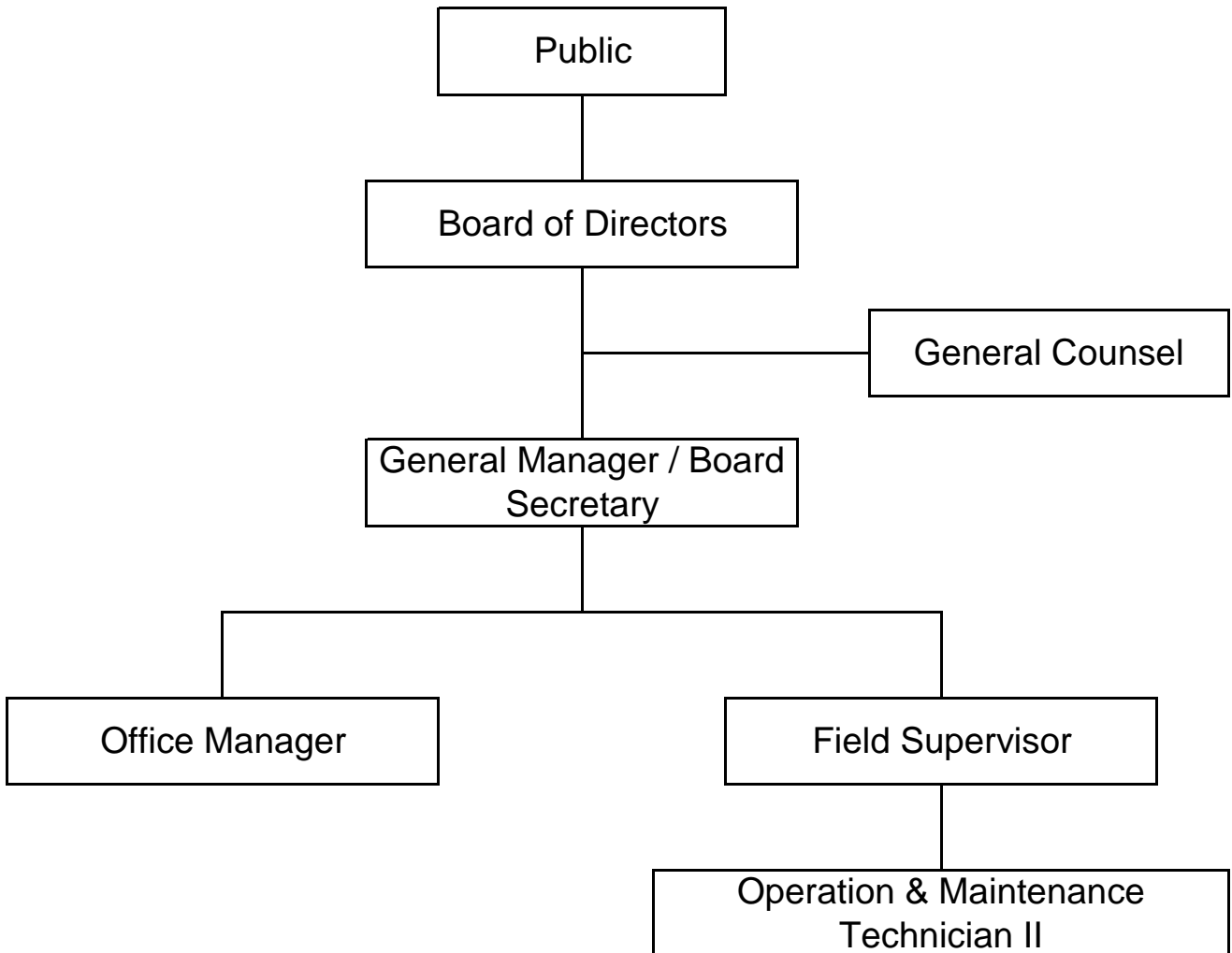
Del Paso Manor Water District

September 11, 2019



Del Paso Manor Water District Proposed Modifications

September 11, 2019



Del Paso Manor Water District
Proposed Salary Schedule*
September 2019

Position - Exempt	Salary
General Manager	\$ 110,000

Position - Exempt	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Field Manager - Grade 27	\$ 40.03	\$ 42.04	\$ 44.14	\$ 46.34	\$ 48.66	\$ 51.09
Annually	\$ 83,271	\$ 87,434	\$ 91,806	\$ 96,396	\$ 101,216	\$ 106,277

Position - Non-Exempt	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Field Supervisor - Grade 24	\$ 34.58	\$ 36.31	\$ 38.13	\$ 40.03	\$ 42.04	\$ 44.14
Annually	\$ 71,932	\$ 75,529	\$ 79,305	\$ 83,271	\$ 87,434	\$ 91,806

O&M Tech II/CC - Grade 20	\$ 28.45	\$ 29.87	\$ 31.37	\$ 32.94	\$ 34.58	\$ 36.31
Annually	\$ 59,179	\$ 62,138	\$ 65,245	\$ 68,507	\$ 71,932	\$ 75,529

O&M Tech II - Grade 16	\$ 23.41	\$ 24.58	\$ 25.81	\$ 27.10	\$ 28.45	\$ 29.87
Annually	\$ 48,687	\$ 51,121	\$ 53,677	\$ 56,361	\$ 59,179	\$ 62,138

Office Manager - Grade 16	\$ 23.41	\$ 24.58	\$ 25.81	\$ 27.10	\$ 28.45	\$ 29.87
Annually	\$ 48,687	\$ 51,121	\$ 53,677	\$ 56,361	\$ 59,179	\$ 62,138

O&M Tech I - Grade 11	\$ 18.34	\$ 19.26	\$ 20.22	\$ 21.23	\$ 22.29	\$ 23.41
Annually	\$ 38,147	\$ 40,055	\$ 42,057	\$ 44,160	\$ 46,368	\$ 48,687

Office Assistant - Grade 11	\$ 18.34	\$ 19.26	\$ 20.22	\$ 21.23	\$ 22.29	\$ 23.41
Annually	\$ 38,147	\$ 40,055	\$ 42,057	\$ 44,160	\$ 46,368	\$ 48,687

*Note: Each position has a Grade Level and starts at Step 1, with a 5% increase between Steps.

Del Paso Manor Water District
Proposed Pay Grades and Steps - Hourly*
September 11, 2019

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$ 11.00	\$ 11.55	\$ 12.13	\$ 12.73	\$ 13.37	\$ 14.04
2	\$ 11.56	\$ 12.14	\$ 12.74	\$ 13.38	\$ 14.05	\$ 14.75
3	\$ 12.17	\$ 12.78	\$ 13.41	\$ 14.08	\$ 14.79	\$ 15.53
4	\$ 12.81	\$ 13.45	\$ 14.12	\$ 14.83	\$ 15.57	\$ 16.35
5	\$ 13.48	\$ 14.16	\$ 14.86	\$ 15.61	\$ 16.39	\$ 17.21
6	\$ 14.19	\$ 14.90	\$ 15.65	\$ 16.43	\$ 17.25	\$ 18.11
7	\$ 14.94	\$ 15.68	\$ 16.47	\$ 17.29	\$ 18.16	\$ 19.07
8	\$ 15.72	\$ 16.51	\$ 17.34	\$ 18.20	\$ 19.11	\$ 20.07
9	\$ 16.55	\$ 17.38	\$ 18.25	\$ 19.16	\$ 20.12	\$ 21.12
10	\$ 17.42	\$ 18.29	\$ 19.21	\$ 20.17	\$ 21.18	\$ 22.24
11	\$ 18.34	\$ 19.26	\$ 20.22	\$ 21.23	\$ 22.29	\$ 23.41
12	\$ 19.26	\$ 20.22	\$ 21.23	\$ 22.29	\$ 23.41	\$ 24.58
13	\$ 20.22	\$ 21.23	\$ 22.29	\$ 23.41	\$ 24.58	\$ 25.81
14	\$ 21.23	\$ 22.29	\$ 23.41	\$ 24.58	\$ 25.81	\$ 27.10
15	\$ 22.29	\$ 23.41	\$ 24.58	\$ 25.81	\$ 27.10	\$ 28.45
16	\$ 23.41	\$ 24.58	\$ 25.81	\$ 27.10	\$ 28.45	\$ 29.87
17	\$ 24.58	\$ 25.81	\$ 27.10	\$ 28.45	\$ 29.87	\$ 31.37
18	\$ 25.81	\$ 27.10	\$ 28.45	\$ 29.87	\$ 31.37	\$ 32.94
19	\$ 27.10	\$ 28.45	\$ 29.87	\$ 31.37	\$ 32.94	\$ 34.58
20	\$ 28.45	\$ 29.87	\$ 31.37	\$ 32.94	\$ 34.58	\$ 36.31
21	\$ 29.87	\$ 31.37	\$ 32.94	\$ 34.58	\$ 36.31	\$ 38.13
22	\$ 31.37	\$ 32.94	\$ 34.58	\$ 36.31	\$ 38.13	\$ 40.03
23	\$ 32.94	\$ 34.58	\$ 36.31	\$ 38.13	\$ 40.03	\$ 42.04
24	\$ 34.58	\$ 36.31	\$ 38.13	\$ 40.03	\$ 42.04	\$ 44.14
25	\$ 36.31	\$ 38.13	\$ 40.03	\$ 42.04	\$ 44.14	\$ 46.34
26	\$ 38.13	\$ 40.03	\$ 42.04	\$ 44.14	\$ 46.34	\$ 48.66
27	\$ 40.03	\$ 42.04	\$ 44.14	\$ 46.34	\$ 48.66	\$ 51.09
28	\$ 42.04	\$ 44.14	\$ 46.34	\$ 48.66	\$ 51.09	\$ 53.65
29	\$ 44.14	\$ 46.34	\$ 48.66	\$ 51.09	\$ 53.65	\$ 56.33
30	\$ 46.34	\$ 48.66	\$ 51.09	\$ 53.65	\$ 56.33	\$ 59.15
31	\$ 48.66	\$ 51.09	\$ 53.65	\$ 56.33	\$ 59.15	\$ 62.11
32	\$ 51.09	\$ 53.65	\$ 56.33	\$ 59.15	\$ 62.11	\$ 65.21
33	\$ 53.65	\$ 56.33	\$ 59.15	\$ 62.11	\$ 65.21	\$ 68.47
34	\$ 56.33	\$ 59.15	\$ 62.11	\$ 65.21	\$ 68.47	\$ 71.90
35	\$ 59.15	\$ 62.11	\$ 65.21	\$ 68.47	\$ 71.90	\$ 75.49

*Note: Each position has a Grade Level and starts at Step 1, with a 5% increase between Steps.

Del Paso Manor Water District
Proposed Pay Grades and Steps - Hourly For Temporary Positions
September 11, 2019

Position - Hourly, Temporary/On-Call (As needed)	Step 1	Step 2	Step 3	Step 4	Step 5
Conservation Patrol	\$ 11.00	\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00
Conservation Specialist	\$ 13.00	\$ 14.00	\$ 15.00	\$ 16.00	\$ 17.00
Filed Assistant (No Certifications)(On-call/Temp)	\$ 11.00	\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00
Filed Assistant With Certifications (On-call/Temp)	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00
Office Assistance (On-call/Temp)	\$ 11.00	\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00



DEL PASO MANOR WATER DISTRICT

Agenda Item: 5

Date: October 1, 2019
Subject: Resolution No. 20191001
Staff Contact: Leo Havener, Interim General Manager

Recommended Board Action:

Approve Resolution No. 20191001 authorizing agreement with Umpqua Bank to participate in the CSDA District Purchasing Card Program and authorize Board President to sign required documents.

Background:

DPMWD has no District credit cards for purchases of supplies or ordering online. In the past, purchases were done with personal credit cards and then reimbursed.

Discussion:

DPMWD use of credit cards will make District purchases and payments more effective and efficient. Additionally, using District credit cards will provide better control and accountability of District funds.

DPMWD is required to provide three (3) years of audited financials and interim financials to Umpqua Bank to underwrite and receive credit approval for the credit limit, as well as completed application forms.

Fiscal Impact:

No fiscal impact.

Attachment:

Resolution No. 20191001



DEL PASO MANOR WATER DISTRICT

Agenda Item: 6

Date: October 1, 2019

Subject: Regional Collaboration Integration Study

Staff Contact: Leo Havener, Interim General Manager

Recommended Board Action:

Direct Interim General Manager to participate in the Regional Collaboration Integration Study.

Background:

On June 25, 2015, at a Joint Board Meeting between Sacramento Suburban Water District (SSWD) and San Juan Water District (SJWD), two motions by SSWD Directors passed. Paraphrasing, the first was to pay the Phase 2A Consultant, but not accept the Phase 2A report. The second motion was to suspend all work on consolidation with SJWD until SSWD coordinates with SJWD Wholesale Agencies and SSWD can evaluate the independent legal research SSWD commissioned.

On March 8, 2018, SSWD received correspondence from the SJWD General Manager, on behalf of the Board of Directors of SJWD, inquiring about the status of the merger discussions previously conducted by SSWD and SJWD. At SSWD's March 19, 2018 regular Board meeting, the Board approved to develop a 2X2 Committee to meet with SSWD's General Manager and develop goals and discussion points.

A SSWD-SJWD Water Management/Re-Organization Ad Hoc Committee (Committee) was developed and the Committee directed the SSWD and SJWD General Managers to extend an invitation to all General Managers in the region with the objective of identifying ways the agencies can potentially become more efficient in working together to minimize cost to their customers and optimize the use of their water supplies, personnel, equipment, infrastructure and other resources, as well as enhance their ability to influence state and federal policies.

The following agencies were invited to participate in the discussions: SSWD, SJWD, Fair Oaks WD, Citrus Heights WD, Carmichael WD, Rio Linda / Elverta Community WD, Del Paso Manor WD, Orange Vale Water Company, and City of Folsom. Following each



DEL PASO MANOR WATER DISTRICT

agency presenting to their Boards for participation, Fair Oaks WD and Orange Vale Water Company chose to discontinue participation in the subject effort.

Discussion:

The participating agencies developed and agree upon a draft Sacramento Region Water Utility Collaboration/Integration Study Request for Proposal (RFP). The RFP has been finalized and provided to selected consultants during the week of September 16, 2019. As part of the analysis, it is the intent of the selected consultant to identify opportunities for coordinating or integrating policies, programs, services, projects and activities to create efficiencies, improve results and achieve an overall cost benefit to the agencies' customers. The Scope of Work is intended to determine a range of alternatives, which include potential integration of selected projects, programs and services, up to and including integration or consolidation of two or more of the agencies into a single organization.

The cost per agency is currently unknown, however, the agencies anticipate the analysis to be in the \$250,000 range. The agencies will wait until the final proposal is approved in order to develop a cost per agency scenario. A draft Cost Allocation spreadsheet has been developed with three different scenarios, operating budget, connections and tier. The range for DPMWD is \$3,800-\$4,000. Note: The cost for participating agencies may increase based on the final number of participating agencies.

It has been determined that the General Managers and their technical staff work with the consultant during the Scope of Work and a Steering Committee, which consists of a General Manager and a Director, meet with the consultant following each of the work activities. When the study is complete, the consultant will present the final results to a facilitated meeting of the Boards of Directors/City Councils of the participating agencies.

Fiscal Impact:

The cost to the District for the study is between \$3,800 and \$4,000, as well as staff time and efforts.

Municipal Service Review Update:

DPMWD participation in the Regional Collaboration Integration Study may be helpful as a component of the Municipal Service Review Update (MSR). Currently, the MSR is in process and anticipated to be completed by or before February 2020.



DEL PASO MANOR WATER DISTRICT

Attachments:

Cost Allocation
Request for Proposal - Consultant Services
Potential Consultants

Collaboration/Integration Project Potential Consultants

9-16-19

Management Partners
2107 North First Street, Suite 470
San Jose, CA 95131
(408) 437-5400
bids@managementpartners.com

Municipal Solutions
David A Evertson, CEO and Principal
845 S. Estrella Pkwy #5038
Goodyear, AZ 85338 USA
(888) 545-7333
devertsen@municipalsolutions.org

Brian J. Brady and Associates
37850 De Portola Road
Temecula, CA 92592
(951) 551-8933
bjbassociates@aol.com

Matrix Consulting Group
201 San Antonio Circle, Suite 148
Mountain View, CA 94040
650-858-0507
<https://www.matrixcg.net/>

Raftelis
227 West Trade Street ste 1400
Charlotte NC 28202
<https://www.raftelis.com>
866-696-1436

Municipal and Financial Services Group:
911-A Commerce Road
Annapolis, MD 21401
Edward Donahue, President Edward.donahue@mfsqllc.com
410-266-9101

Strategy Driver
Ellen Cross
7015 Elverton Drive
Oakland CA 94611
<http://www.strategydriver.com/Whereweare.html>

Andrew MacDonald, PE, PMP
Senior Project Manager
Harris & Associate
3620 American River Drive, Suite 175
Sacramento CA 95864
c: 916.996.2039
Andrew.macdonald@weareharris.com

DRAFT

REQUEST FOR PROPOSAL

**CONSULTANT SERVICES FOR
A SACRAMENTO REGION WATER UTILITY COLLABORATION/INTEGRATION
STUDY**

A. INTRODUCTION:

A consortium of six water supply agencies in the Sacramento Region is seeking a consultant for professional services to assist with the preparation of a Sacramento Region Water Utility Collaboration/Integration Study (Study). The six agencies consist of Carmichael Water District, Citrus Heights Water District, City of Folsom, Rio Linda/Elverta Community Water District, Sacramento Suburban Water District (SSWD) and San Juan Water District (SJWD) (Agencies). For organizational purposes, SSWD will serve as the lead or coordinating agency for an evaluation of collaboration/integration opportunities considered in this feasibility and planning study.

STUDY OBJECTIVE: Identify ways the Agencies can become more efficient in working together to minimize cost to their customers and optimize the use of their water supplies, personnel, equipment, infrastructure and other resources, as well as improve their ability to influence state and federal policies. As part of the Study, the selected consultant should identify opportunities for coordinating or integrating policies, programs, services, projects and activities to create efficiencies, improve results and achieve an overall cost benefit to the Agencies' customers. The Scope of Work is a threshold study of the range of alternatives, including no change to existing operations, contracts between agencies, joint powers agreements, potential integration of selected projects, programs and services, as well as integration or consolidation of two or more of the Agencies into a single organization.

Background

In 2013, SSWD and San Juan Water District entered into an agreement to begin identifying opportunities to improve collaboration and potentially merge operations into one consolidated district. A Phase 1 Study, focused on high-level evaluation of three options, was completed in 2014. A Phase 2A Study, focused on governance and organizational design of one alternative (consolidation), was completed in 2015.

At the June 2015 Joint Board Meeting, the SSWD Board of Directors made a decision to suspend all work on the consolidation analysis until SSWD coordinated with the SJWD Wholesale Customer Agencies (Citrus Heights Water District, Fair Oaks Water Districts, Orange Vale Water Company, and City of Folsom) to ensure that a process be developed whereby Wholesale Customer Agencies' issues and concerns can be addressed, and evaluate the independent research on SJWD water rights that SSWD commissioned. SSWD has determined that the design of this proposed Study will address these concerns, and SSWD is ready to move forward with further analysis as proposed in this RFP.

In March 2018, SSWD received correspondence from the SJWD General Manager, on behalf of the Board of Directors of SJWD, inquiring about the status of the merger discussions previously conducted by SSWD and SJWD. At SSWD's March 2018 regular Board meeting, the Board approved implementation of a 2X2 Committee to meet with SSWD's General Manager and develop goals and discussion points.

Due to interests of other local water agencies to move forward in discussions pertaining to collaboration/integration opportunities, it has now evolved into a broader level of involvement in the Sacramento Region.

Structure and Meetings

As noted, SSWD will be responsible for administration of the project, and will be the primary contact for the consultant. The project will be overseen by a Management Committee, composed of at least one executive from each of the Agencies. The consultant will meet with the Management Committee as necessary, but at least once to initiate the project, and then at the end of each Activity phase. In addition, during the analysis phase of the consultant's work, the consultant will need to communicate with each agency's subject matter expert staff as required.

The consultant will also need to plan to present the results of each Activity phase to an ad hoc committee of members of each Board of Directors or City Council of each of the participating organizations (3 meetings total). The consultant will present the final results of the study to a facilitated joint meeting of the Boards of Directors/City Councils of the Agencies.

The consultant needs to identify in the proposal the intersection points with Agency personnel throughout the Study.

B. REQUESTED SCOPE OF WORK:

1. SERVICES DESIRED:

The following is a requested scope of work to be utilized in submitting a response.

Scope of Work Activity 1: Describe the current environment

(a) Describe the utilities, background

Document the operational responsibilities of the various Agencies related to water services. Document the service standards, policies, procedures and organizational staffing for each agency. Provide an overview of how customers receive their water supplies in the areas served by the Agencies.

(b) Inventory services offered by each Agency

Create a template to be completed by the Agencies to identify the services offered by each Agency (i.e. water treatment and distribution, meter reading and billing, water efficiency on system and per customer basis, budgeting and accounting, etc.) Identify program/service operating goals, operating costs, water

supply costs, performance data and key projects that are either planned or in execution.

Inventory Agency Capital Improvement Programs and Advanced Planning Efforts for Infrastructure and Significant Asset Management Programs, including expected future costs.

(c) Inventory current collaborations

Create an inventory of current collaborations between/among the Agencies

(d) Describe existing financial approaches

Prepare a description of the current financial environment of the Agencies, including debt capacity and obligations, credit ratings, rate structure, financial policies, asset base, reserve levels, number of customers, annual revenues, property tax receipts, operating rates and connection fees and other relevant factors. Create a template to be completed by the Agencies to obtain information.

(e) Identify stakeholders

Identify current stakeholders of the Agencies and their interests {including customers (particularly those in Disadvantaged Communities), developers, employees and other stakeholders).

(f) Review and Revise Problem Statements

Evaluate the problem statements defined by the Agencies and recommend any additions or edits. The problem statements will help inform the scope of the Study. The draft list of problem statements accompanies this RFP as Attachment C.

Scope of Work Activity 2: Conduct benchmarking

(a) Conduct peer benchmarking

Conduct a peer benchmarking study to compare key indicators for the Agencies, such as staffing, functions provided, organization structure, and collaborative efforts. Consult with the Agencies in establishing criteria for choosing the peer agencies.

(b) Identify performance measures to evaluate collaboration/integration alternatives/options

Ascertain evaluative benchmarks for the peer agencies and compare with the Agencies. At a minimum, benchmarks need to cover the following aspects of the projects/programs/organizations being assessed: 1) Legal; 2) Financial; 3) Management/Governance; and 4) Operational. The range of alternatives will include no change to existing operations, contracts between agencies, joint powers agreements, potential integration of selected projects, programs and

services, as well as integration or consolidation of two or more of the Agencies into a single organization.

Scope of Work Activity 3: Identify opportunities for the future

(a) Identify economies of scale

Identify services or purchases that are amenable to savings due to scale. Describe the potential benefits and challenges of combining such services.

(b) Identify opportunities and challenges for service integration

Identify opportunities and challenges for integrating services within the Agencies. Specify which services could be integrated, the associated costs and benefits, and key factors that would need to be addressed. Recognize that there will be a growth in service connections in the future. Provide a framework for next steps and phasing of implementation.

(c) Identify opportunities and challenges for facilities integration

Identify opportunities and challenges for combining or integrating facilities (i.e., buildings and grounds, but not water treatment and distribution) that would create cost savings to the Agencies and their customers. Describe the potential benefit and the factors that would need to be addressed in integrating such facilities. Recognize that there will be a growth in service connections in the future. Provide a framework for next steps and phasing of implementation.

Deliverables

It is understood that the consultant will begin the Study by completing the scope of work activity #1, followed by activity #2 and finish with activity #3. The consultant shall provide to the Management Committee a report at the completion of each of the three activities in the scope of work, detailing the information collected, the analysis conducted and any results or recommendations. The consultant shall also provide the Management Committee a final report, integrating the results of the three activities and a summary of the complete project.

2. MINIMUM QUALIFICATIONS OF CONSULTANT:

It is expected that the proposer will have experience with public sector projects of similar nature and scope, including the ability (whether directly or through a sub-consultant) to address relevant legal, financial, management/governance and operational issues. The successful proposer will demonstrate experience with a minimum of three municipally-directed projects pertaining specifically to evaluation of utility services.

3. INSURANCE REQUIREMENTS:

The firm or individual selected to perform the work will be required to provide with the contract insurance and indemnification in the amount shown in Exhibit B within Attachment A.

C. THE PROPOSAL:

1. FORMAT AND REQUIREMENTS:

The Proposal shall be 8-1/2" by 11", with the pages numbered sequentially, and double-sided. 1" margins shall be provided on all pages. Proposals shall be in a 12-point font and may be single or double-spaced.

Proposals shall be submitted in electronic format using Adobe Acrobat (.pdf).

2. PROPOSAL CONTENTS:

The Proposal shall include the following:

- A. Letter of Transmittal. Identify the individual or parties, and provide its (their) address along with the name of a contact person and a telephone number (one page maximum).
- B. Include a general statement of the consultant's approach to conducting a financial and operational review of public utilities (two pages maximum).
- C. Describe the Firm's experience with public sector projects of a similar nature and scope. Emphasis should be placed on projects undertaken within the past three years.
- D. Identify all personnel who will be assigned to work on this project. Include brief summaries of their background and experience, as well as the assigned responsibilities for this project.
- E. A general statement of the consultant's approach to conducting the required Study. This discussion should estimate the total cost for the Study (two pages maximum).
- F. Identify any sub-consultants and include the same information as described in "D".
- G. Provide a budget, broken down by each scope of work activity and subtask.
- H. Provide a timeline for completion of the project. Any assumptions regarding turnaround time for review should be clearly noted.
- I. Provide references for your firm's three most representative projects. Include the following:
 - 1) Name of public agency
 - 2) Name and title of contact person.
 - 3) Telephone number of contact person.
 - 4) Brief description of the project including start and completion dates and your firm's role in the project.

- 5) The telephone number and contact names of private firms involved in the project.
- J. Provide a summary of all past projects involving any Agency. This summary shall include
- 1) Name of public agency
 - 2) Name and title of contact person.
 - 3) Telephone number of contact person.
 - 4) Brief description of the project including start and completion dates and your firm's role in the project.
 - 5) The telephone number and contact names of private firms involved in the project.
 - 6) To avoid a conflict of interest, if your firm, is/has provided professional services to any of the Agencies please list the name of the agency and services provided.

3. PROJECT APPROACH:

Include a brief discussion describing your firm's approach to preparing the Study. Detail your strategy and include your vision for the final deliverable resulting from this Study.

D. THE PROCESS:

Mandatory Proposers Meeting:

A mandatory proposers meeting will be held **Thursday, October 10, 2019, at 2:00 p.m., at 3701 Marconi Avenue, Sacramento, CA 95821**, to provide all consulting teams with information concerning the Scope of the Study and to ask any questions. Moreover, any written questions should be submitted to Heather Hernandez via email to: hhernandez@sswd.org by no later than **4:00 p.m. on Friday, October 18, 2019**. All questions and answers will be distributed via email by **Friday, October 25, 2019**, as well as posted on SSWD's website at sswd.org. The name of the consulting team submitting questions will not be identified.

Submittal of the Proposal: The Proposal shall be submitted using Adobe Acrobat (.pdf format) to Heather Hernandez via email hhernandez@sswd.org by no later than **4:00 p.m. on Friday, November 1, 2019**.

Proposal Review: Qualifications will be evaluated by a Management Committee comprised of staff from the Agencies. Submittals will be evaluated according to project understanding by the consultant, and the qualifications of your firm in providing services of a similar nature and how relevant that experience is to this project.

The top two to six proposals will be invited for one or more interviews during the weeks of (DATES). The interviewing panel will be comprised of a representative from each agency participating in the study.

The Consultant selected to perform the Study will be notified by Friday, November 15, 2019.

Award: The top ranked party will be invited to enter into negotiations with the Agencies on the terms of a Consultant contract based on a final proposal to be submitted at that time. The negotiations will occur in MONTH of 2019. If a satisfactory agreement cannot be negotiated, then the same process will be undertaken with the next highest ranked party on this list until a satisfactory agreement can be reached. The Agencies anticipate executing a contract in MONTH of 2019 to begin providing services immediately.

The Consultant, as an independent contractor, will report to the Management Committee comprised of staff from the Agencies. SSWD staff will provide contract administration and project coordination. The Agencies reserve the right to reject all proposals, directly contract with any proposer or non-proposer and request additional information.

Conflict of Interest: By submitting a Proposal, the Respondent declares and warrants that no elected or appointed official, officer or employee of the Agencies has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project.

E. CONCLUSION:

If you have any questions, or need additional information, please contact Dan York at dyork@sswd.org or 916-679-3973.

Sincerely,

Dan York
General Manager, SSWD

Attachments: A – Professional Services Agreement
B – Conflict of Interest form
C – Initial list of Problem Statements

Attachment A
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Sacramento Suburban Water District (hereinafter referred to as "SSWD"), in conjunction with eight neighboring water supply agencies in the Sacramento Region; Carmichael Water District, Citrus Heights Water District, City of Folsom, Del Paso Manor Water District, Fair Oaks Water District, Orange Vale Water Company, Rio Linda/Elverta Community Water District and San Juan Water District (collectively, "Agencies"), and _____, (hereinafter referred to as "Consultant").

RECITALS

SSWD requires the services of Consultant to: (insert finalized Scope of Work)

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and facilities necessary to timely perform the services described in this Agreement. Consultant acknowledges that Agencies have relied upon said warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, SSWD and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** SSWD hereby retains Consultant on behalf of Agencies, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below and subject to the terms and conditions contained in this Agreement.

2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. In no event shall Consultant, or its agents, representatives, employees, consultants, contractors or subcontractors be considered an officer, agent, servant or employee of the SSWD or Agencies. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance of the services under this Agreement.

3. **Description of Services.** Consultant shall provide professional _____ services to identify ways the Agencies can

become more efficient in working together to deliver water services to our communities; look for ways to expand coordination and cooperation as well as identify opportunities for integrating programs, services, and activities to create efficiencies, improve results and achieve an overall cost benefit to the community; and study the potential of service coordination and integration as more particularly set forth in Exhibit "A" attached hereto.

4. Consultant's Responsibilities. In the performance of services under this Agreement, Consultant shall:

(a) Diligently perform all services required under this Agreement and continuously furnish the necessary personnel to complete such services in a timely manner;

(b) Perform all services under this Agreement in a manner commensurate with industry, professional, and community standards;

(c) At its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted;

(d) Obtain and keep in effect during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession and to provide the services under this Agreement;

(e) Be readily available to the Management Committee to answer any and all questions, inquiries and correspondence from Agencies or interested persons referred to Consultant by the Management Committee related to the performance of the services under this Agreement;

(f) Discuss and review all matters related to the performance of services under this Agreement with the Management Committee in advance of all critical decision points in order to ensure the work proceeds in a manner consistent with the Agencies' goals and policies; and,

(g) Consultant shall keep and maintain records and invoices related to services provided under this Agreement for a minimum period of three (3) years from the date of final payment to Consultant, or for a longer period as may be required by law. Such records and invoices shall include, but not be limited to, financial records, time sheets, work progress reports, bills and project records. All such records and invoices shall be clearly identifiable, and organized in a reasonable manner.

- (1) Consultant shall make such records and invoices immediately available to SSWD or Agencies upon delivery of a written request to examine, audit, or copy such records and invoices.
- (2) Within three (3) business days of the delivery of a written notice by the Management Committee, Consultant shall prepare and submit a written report to SSWD, with copies for all of the Agencies, identifying the work in progress, charges incurred to date, and the anticipated cost of completion.
- (3) Consultant shall give SSWD thirty (30) days written notice of its intent to destroy or otherwise dispose of the records and invoices to allow SSWD or Agencies an opportunity to take possession.

5. Compensation and Payment.

(a) The total compensation payable by SSWD to Consultant for services described in this Agreement **SHALL NOT EXCEED** the sum of \$_____ (hereinafter "not to exceed amount"), except for such extra services as may be authorized pursuant to Section 6 below. Compensation shall be earned as provided in Exhibit "A."

(b) SSWD shall pay Consultant no later than 30 days after SSWD receives and verifies a written invoice from Consultant in a form satisfactory to the Management Committee. At a minimum, Consultant's invoice shall contain a description of the services performed and/or the specific task completed from Exhibit "A". Consultant shall not submit invoices to SSWD more frequently than once a calendar month.

(c) The compensation set forth in this Agreement shall constitute the total compensation for all costs of the services provided by Consultant, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, typing, duplication, computer time, and any and all other costs, expenses, and charges incurred by Consultant, its agents and employees to provide the services described in this Agreement.

6. Extra Services. Consultant shall provide, and SSWD shall pay for, such extra services agreed to in writing by the parties that are not reasonably included within the services described in Section 3 above. The total cumulative compensation for all extra services under this Agreement shall not be more than 10% of the not to exceed amount.

7. Term. The term of this Agreement shall commence on date this agreement is executed by both parties.

8. Termination by SSWD or Agencies. Upon thirty (30) calendar days written notice to Consultant, SSWD or Agencies may terminate any portion or all of the services described in this Agreement. In the event of such termination, Consultant shall have the right and obligation to immediately assemble all work in progress for the purpose of winding up the terminated services. All compensation for actual work performed and charges outstanding at the time of termination shall be payable in accordance with Section 5(b) above.

9. No Assignment. No portion of this Agreement shall be assigned or subcontracted by Consultant without SSWD's or Agencies' express written consent. The term "assignment" shall include any sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or party to a joint venture, which results in a change of control of Consultant. Control means fifty percent or more of the voting power, or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

10. Project Manager. Consultant's services under this Agreement shall be performed under the general direction of a Management Committee comprised of representatives from the Agencies, Dan York, or such person as the Agencies may designate.

11. Ownership of Documents. All drawings, designs, data, photographs, reports and other documentation prepared or obtained by Consultant in the performance of the services contemplated by this Agreement shall be the property of the Agencies and shall be delivered to the Agencies upon demand.

12. Confidentiality. Consultant shall not disclose confidential or proprietary information or knowledge received directly or indirectly from the Agencies to anyone other than Consultant's employees necessary to perform the services described in this Agreement. This obligation shall survive termination and remain in full force and effect until the records kept and maintained pursuant to Section 4(g)(3) above, and any copies thereof, are destroyed or returned to the Agencies.

13. Hold Harmless and Indemnity. Consultant agrees to defend, indemnify and hold Agencies, their elected officials, officers, directors, employees, agents and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees and/or court costs, arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of Agencies, their elected officials, officers, directors, employees, agents and designated volunteers.

In addition to the above indemnification obligations, Consultant shall correct, at its own expense, all errors in the services provided. Should Consultant fail to make

such correction in a timely manner, Agencies shall make the correction and charge the cost thereof to Consultant.

14. Insurance. For the duration of this agreement, Consultant shall procure and maintain, at its own cost, insurance in the amounts and under the terms set forth in Exhibit “B” attached hereto against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work to provide the services described in this Agreement by Consultant, its agents, representatives, or employees. Consultant agrees to comply with any changes in the amounts and terms of such insurance as may be required from time to time by the Agencies, upon reasonable written notice.

15. Acceptance of Final Payment. Consultant's acceptance of final payment made under this Agreement, by negotiating SSWD's check or otherwise, shall release SSWD and Agencies from all claims and liabilities for compensation under this Agreement.

16. Acceptance of Work. The approval, payment and/or acceptance of the work or services performed under this Agreement by SSWD, shall not constitute or be deemed a release of the responsibility or liability of Consultant, its agents, employees, consultants, contractors, and/or subcontractors for the accuracy and competency of the services performed and/or information provided under this Agreement; nor shall such action be deemed an assumption of Consultant's responsibility or liability by SSWD or Agencies for any defect or error in Consultant's services.

17. Waiver; Remedies. A party's failure to insist upon the strict performance of any provision of this Agreement by the other party (“breaching party”), irrespective of the length of time for which such failure continues, shall not constitute a waiver of the non-breaching party's right to demand strict compliance in the future. A waiver shall not be effective or binding unless made in writing by the non-breaching party, and may not be implied from any omissions by the non-breaching party. A written waiver shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Agreement.

All of the remedies permitted or available under this Agreement, or at law or in equity, shall be cumulative and alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right of remedy.

18. Notice. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail with copies for all Agencies, postage prepaid, and addressed as follows:

TO SSWD: Attention: Dan York
General Manager
Sacramento Suburban Water District
3701 Marconi Avenue
Sacramento, California 95821

TO CONSULTANT: _____

Either party may change such address or contact person by written notice by registered mail to the other.

19. Conflict of Interest. Consultant is unaware of any Agency employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage, or accept any financial interest in Consultant's business by any Agency employee or official.

20. Construction of Language. The provisions of this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to revise the provisions and have them reviewed by legal counsel. The parties agree that any ambiguities in construing or interpreting this Agreement shall not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language of this Agreement and an attachment hereto, the language of the Agreement shall control.

21. Non-Exclusive Agreement. SSWD and Agencies reserve the right to engage other consultants in connection with the services described in this Agreement.

22. Entire Agreement. This Agreement, including the attachments hereto, supersede any other agreements, either oral or written, between the parties with respect to the described services, and this Agreement contains all of the covenants and agreements between the parties with respect to said services. Any modification to this Agreement must be in writing and signed by both parties.

23. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have caused this Agreement to be executed on the date first written above.

CONSULTANT:

By:
Title:

SSWD

Dan York
General Manager

APPROVED AS TO FORM:

SSWD Attorney

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Coverage, Amounts and Terms

Attachment B

INSURANCE COVERAGE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability, including operations, products and completed operations, as applicable:
\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability:
\$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by SSWD. At the option of the Agencies, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agencies, their officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to SSWD guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Agencies, their officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agencies, their officers, officials, employees or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Agencies, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agencies, their officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the Agencies, their officers, officials, employees or volunteers.
4. The Consultant's 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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agencies.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to SSWD.

Verification of Coverage

Consultant shall furnish SSWD certificates of insurance and endorsement(s) effecting coverage to the Agencies for approval. The endorsements shall be on forms acceptable to SSWD. All certificates and endorsements are to be received and approved by SSWD before work commences. The Agencies reserve the right to require complete, certified copies of all insurance policies required by this sect

Attachment C

Initial List of Problem Statements

Problem Statements

1. Water supplies in the American River basin are becoming more variable and likely less reliable than in the past, due in part to climate change, environmental regulatory requirements and competing demands.
2. The areas served by the participating agencies were extensively developed during the second half of the last century and the water supply infrastructure installed at that time is in need of repair and replacement.
3. During normal to wet years, various water agencies in the Sacramento region have more water available under their water rights and contracts than necessary to meet customer demands, and use of this surplus water is not optimized.
4. Water supply infrastructure among the agencies in this analysis has varying levels of underutilized collection, treatment, storage and delivery capacity.
5. The agencies in this analysis face various financial and operational challenges in providing services to their customers and performing business functions.
6. The agencies in this analysis face increasing operational costs.
7. The sizes of the agencies in this analysis limit their ability to dedicate staff time to legislative, policy and regulatory issues.

Goals

The participating agencies will collaborate to:

1. Enhance water supply reliability by optimizing the use of surface water and groundwater supplies. Plan for and develop resilient responses to changes in water supplies that result from climate change and new regulatory requirements.
2. Repair, replace and improve water supply infrastructure and related agency assets in the most efficient and cost-effective manner possible.

3. Provide excellent service and the best value to customers.
4. Achieve more effective advocacy and the best outcomes possible on legislation and regulations in both Sacramento and Washington, D.C.

RESOLUTION NO. 20191001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT AUTHORIZING AGREEMENT WITH UMPQUA BANK TO PARTICIPATE IN THE CSDA DISTRICT PURCHASING CARD PROGRAM

WHEREAS, Credit cards and purchasing cards are mechanisms for purchasing goods and services for the convenience of the Del Paso Manor Water District and

WHEREAS, the California Special Districts Association (CSDA) has negotiated with Umpqua Bank to provide a Purchasing Card Program for vendor payments, purchasing, travel or fleet transactions, and

WHEREAS, the CSDA District Purchasing Card Program is available to members of the CSDA and the District is a member of the CSDA; and

WHEREAS, the Program requires an application for credit approval, a resolution by the District Governing Board, and District policy and procedures regarding the use of the credit cards; and

WHEREAS, the District has a Standard Practice of procedures for using credit cards as required by the Program,

NOW THEREFORE BE IT RESOLVED, that the Governing Board of the Del Paso Manor Water District directs the following actions:

- a. Authorize participation with Umpqua Bank in the CSDA District Purchasing Card program.
- b. Authorize the application to the Program for credit cards or purchasing cards.
- c. Authorize the Board President to execute any necessary agreements.
- d. Authorize Leo Havener, Interim General Manager and Ken Ingle, Operations and Maintenance Technician II/Construction Coordinator to be added as new participants.

BE IT FURTHER RESOLVED, that this Resolution shall be effective October 1, 2019 upon adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Del Paso Manor Water District on this 1st day of October, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DEL PASO MANOR WATER DISTRICT

John Lenahan, President

ATTEST:

Leo Havener, Board Secretary

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Adam Brown, General Counsel



DEL PASO MANOR WATER DISTRICT

Agenda Item: 7

Date: October 1, 2019

Subject: Controls for Well 7

Staff Contact: Ken Ingle, Operations & Maintenance Technician/Construction Coordinator

Recommended Board Action:

Approve \$41,000 of System Maintenance Budget (CIP) funds to complete improvements for the operations of Well 7.

Background:

Well 7 improvements are identified in Phase 1 of the Master Plan and is the last remaining well to be upgraded.

The upgrades will be performed by Aqua Sierra Controls.

Discussion:

Well 7 improvements include the following:

- Upgrade controls and panels
- Add SCADA

Fiscal Impact:

\$41,000 from the System Maintenance Budget.

Director Harrington Report

RWA Meeting 9/12/19

(Including introspect from a personal meeting with Jim Peifer 9/19/19)

I attended the meeting. They introduced a phone policy which I thought was very interesting. We passed an approval for RWA to add a stipend (\$50/month) to entice employees to use their own phone rather than carry two phones. I asked about possible litigation and was informed this could open their personal phones up to investigation if the case arises. This is left up to the Executive Director to determine the money involved.

They have a few ad hoc committees. One deals with reclamation water and asked for a consultant to be hired to assist in their duties. A motion was passed for a not to exceed \$100,000.*

The most interesting information came from Director's comments at the end of the meeting. Elk Grove water explained about a bill Jim Cooper (assembly, D. EG) had brought to the forefront regarding water theft. Currently there exists a \$100 fine only for water theft. He has introduced a bill putting some teeth into this to act as a deterrent. Look for more soon.

We received information from Sac Suburban regarding the allocation of surface water some of us pay for annually from the City of Sacramento. They have been concerned about the \$\$ proposed to them to buy this water. It is currently under review by Sac City Board of Supervisors.

I heard (for the first time) of another SGA group-Sacramento Central Groundwater Agency. More about that later.

EG water added a Mutual Aid request coming from CAL WARN-the City of Napa needs a tank. To my surprise, several districts said they had just what they need, which is an old water tank that may help them out. Something to keep in mind.

End of the meeting

9/19/19 meeting

I met with Jim Peifer, the newly appointed ED of RWA and SGA. He wanted to meet with all the districts to receive input for his new Strategic Plan. My strategic plan was to leave RWA.

He started by asking what we need, what our problems are, and where we are going. A loaded question. Many of the other questions were ones I could not answer due to my

inexperience and that we are establishing groundwork that has not existed before. What we came out with is quite interesting.

He provided me lots of background on so much water background. This included the Water Forum Agreement from 2000-2001; Legislation Mitigation Planning; and Regional Water Reliability Planning. Jim asked a very intriguing question: We should check with the City of Sacramento and see if we stopped paying the \$5,000+ we send them annually if they would still provide us water if we needed it.

We spoke about what we, Del Paso Manor, needs. I asked about a way we could take advantage of the bulk purchasing the bigger districts do, either with them, or perhaps amongst smaller agencies. He said this has been brought up by several smaller districts and he will include this. I went further suggesting other duties such as IT being handled by one company and getting better pricing. The items we spoke about were endless.

I asked him about the price we pay for membership. He looked at his journal stating we pay about \$6,000 annually. I questioned this. (Subsequent investigation indicates we pay \$6,294 for dues and \$3,341 for "efficiency dues".) I asked Mr. Peifer about the NTE \$100,000 contractor, remembering an agreement made for a lobbyist we started paying a while back. He explained these are "subscription" items and we do not have to participate. The lobbyist has been added to our regular dues per their Executive Board a while back.

I asked Mr. Peifer about the water banking. He stated at this time we should look at any monies spent as "cost, not a money maker". This is another "subscription" element we need not pay at this time. None of the other water back questions I had could he answer.

The RWA meetings are well run. Lots of information is shared. When I figure out the billing, I can better advise what our path should be.

9/25/19

A call to Victoria yielded a confirmation of our annual dues to RWA of \$6,300 and another bill for \$3,341 for Water Efficiency. This is a program we pay a part of for the water saving ads you may see on TV, in print, and so on. I think we should not participate in this program. We simply cannot afford it.

**DEL PASO MANOR WATER DISTRICT
Employment Agreement for Interim General Manager**

Del Paso Manor Water District (hereinafter referred to as "District"), a water district formed and existing under the laws of the State of California pursuant to section 30000 *et seq.* of the California Water Code, and Leo Havener (hereinafter referred to as "Employee" or "Interim General Manager"), in consideration of the mutual promises made herein below, enter into this Employment Agreement for Interim General Manager (the "Agreement") as follows:

Article I. Term of Employment

Section 1.1 Subject to Employee's successful completion of a background check, District hereby employs Employee and Employee hereby accepts employment with District for a period of six (6) months, commencing on August 7, 2019 and terminating on February 7, 2020. As used herein, the phrase "employment term" refers to the entire period of employment of Employee by District hereunder, whether for the periods provided above, or whether terminated earlier as hereinafter provided or extended by mutual Agreement between District and Employee as provided hereinbelow.

Section 1.2 This Agreement may be extended by mutual consent of District and Employee for additional periods beyond the termination date of this Agreement provided, however, that any action by District to extend or modify this Agreement must be in writing and signed by District and Employee, and shall require the affirmative vote of not less than three members of the Board of Directors of District, in open session, and such action shall be reflected in the minutes of such meeting.

Section 1.3 The effective date of this Agreement shall be August 7, 2019.

Article II. Duties and Obligations of Employee

Section 2.1 Employee shall serve as Interim General Manager of the District and shall perform such duties and responsibilities specified under Article 3 (§§30540 through 30547) of the County Water District Law of the State of California and as specified in Exhibit A hereto ("Scope of Services"), as well as such duties and responsibilities set forth in existing and future resolutions of the Board of Directors of District describing Employee's management authority and responsibility, and establishing practices and procedures regarding District personnel, and such other duties as may be required from time to time by the Board of Directors of District.

Section 2.2 Employee shall perform all services, acts or things necessary or advisable to manage and conduct the business of District. Employee shall devote his productive time, ability and attention to the business of District during the term of this Agreement. During the term of this Agreement, Employee shall not engage in any other businesses or pursuits, or accept or perform work of a nature that conflicts or competes in any way with the business or services of District.

Further, during the term of this Agreement, Employee shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of District's Board of Directors. However, the expenditure of reasonable amounts of time for educational, charitable or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement.

Section 2.3 Employee shall have a standard 40 hour work week schedule. Notwithstanding the foregoing, and unless on vacation or defined leave, Employee shall be expected to be available to respond to District needs at all reasonable times. Nothing contained herein shall be construed to alter Employee's classification as an exempt employee.

Article III. Obligations of District

Section 3.1 District shall provide Employee with the compensation, benefits and expense reimbursements as set forth below in this Agreement. District shall also provide Employee with a private office, staff support, office equipment, supplies and other facilities and services suitable to Employee's position and adequate for the performance of his duties.

Section 3.2 District shall indemnify Employee for all loss sustained by Employee in direct consequence of the lawful discharge of his duties on District's behalf to the fullest extent permitted under California law. In addition District shall defend at District expense and with counsel of District's choosing any action, claim, or proceeding in which Employee is named and which alleges action on the part of Employee, or failures to act, within the scope of the above-referenced indemnity obligations even if such action, claim, or proceeding is ultimately proved groundless.

Section 3.3 District shall conduct a periodic performance evaluation of Employee, which shall be conducted by the Board of Directors in closed session and which will involve District's assessment of the achievement of tasks and goals set forth by the Board of Directors at the commencement of the term of this Agreement.

Article IV. Compensation of Employee

Section 4.1 Annual Salary. As compensation for the services to be performed hereunder, Employee shall receive an annualized salary at a rate \$110,000.00 per year, payable every two weeks, less all applicable deductions.

Section 4.2 Retirement Plan. Employee shall be entitled to participate in District's retirement plan with CalPERS applicable to new District employees, which are subject to the requirements of the California Public Employees Pension Reform Act ("PEPRA"). The District is in the process of negotiating a new contract with CalPERS for the District's retirement plan which is applicable to new hires, and Employee acknowledges and agrees to be bound by the terms of the District's contract with CalPERS for new hires when such contract is executed.

Section 4.3 Cell Phone. District shall provide Employee with a cell phone. Employee understands that by using his own cell phone for District purposes, he may be required to

disclose data (such as text messages or emails) pursuant to a Public Records Act request or judicial process, which may include the disclosure of information, communications or data of a personal nature.

Section 4.4 Benefits. Employee shall be entitled to participate in medical and dental insurance offered to employees. Employee understands and agrees that all health benefits currently offered by the District to employees are subject to change at any time, and may be amended, reduced, modified or eliminated by the Board of Directors of the District in its sole and exclusive discretion.

Section 4.5 Paid Leave. Immediately upon the commencement of the term of this Agreement, Employee shall be entitled to 80 hours of vacation leave, which may be used at any time after Employee's first three weeks of employment as Interim General Manager. Employee shall otherwise accrue vacation and sick leave time as provided in the District's Employee Handbook. Employee understands and agrees that that the paid leave policies described in the Employee Handbook and currently offered by the District to employees are subject to change at any time, and may be amended, reduced, modified or eliminated by the Board of Directors of the District at its sole and exclusive discretion.

Section 4.6 Reimbursement. In accordance with adopted District policies, the District shall promptly reimburse Employee for all reasonable expenses incurred by Employee in connection with the business of the District. Each such expenditure shall be reimbursable only if Employee furnishes to District adequate records and documentary evidence to substantiate the expenditure.

Section 4.7 Professional Education and Training. Subject to the prior approval of the Board of Directors, District shall budget and pay for the professional education, conferences, training, dues and subscriptions that are deemed necessary for Employee's professional growth and advancement or are in the best interests of the District.

Section 4.8 Car Allowance. In lieu of mileage reimbursement, Employee shall be provided a car allowance of three hundred dollars (\$300) per month and Employee shall be required to maintain auto insurance in the amount of Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per incident. Such insurance shall name the District as an additional insured.

Article V. Termination of Employment

Section 5.1 Employee shall serve at the pleasure of the Board of Directors of the District. District shall have the right to terminate the employment of Employee with or without cause, at any time and for any reason, with or without notice. If District terminates this Agreement without cause, it shall pay Employee 30 (thirty) days' salary as severance, less all applicable withholdings. If District terminates Employee's employment for "cause" (as defined below), it may do so immediately without notice, and Employee shall not be entitled to any severance. Any decision by District to terminate Employee's employment prior to the expiration of the term of this Agreement shall require the affirmative vote of not less than three members of the Board

of Directors of District.

Section 5.2 Termination for Cause. District reserves the right to terminate this Agreement if Employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement; or commits such acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude as would prevent the effective performance of his duties. As used herein, the term "cause" shall involve any conduct or activity in which Employee:

- (a) Misappropriates any funds or property of District;
- (b) Attempts to obtain any personal profit from any transaction in which Employee has an interest which is adverse to the interests of District. The Board of Directors of District may waive this subparagraph (b) on a case- by-case basis, provided, however, that such waiver shall require the written authorization of the Board following a vote in open session;
- (c) Acts in bad faith and to the detriment of the District;
- (d) Refuses or fails to act in accordance with any legal requirement or specific direction or order of a majority of the Board of Directors, provided such direction is lawful;
- (e) Exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence;
- (f) Is involved in crime involving dishonesty, breach of trust, or public conduct reflecting negatively on the District (no pending criminal prosecution need be in effect for termination due to fraud, embezzlement or public conduct reflecting negatively on the District; rather the Board of Directors must only have a good faith belief based upon a good faith investigation);
- (g) Recklessly creates physical or emotional harm to any person; or
- (h) Breaches any material term or provision of this Agreement.

Section 5.3 In the event District terminates this Agreement for cause as set forth in this section, District shall, if demanded by Employee, give a written statement of the reasons alleged for his removal without prejudice to any other remedy to which District may be entitled either at law, in equity, or under this Agreement.

Section 5.4 In the event District terminates Employee for cause as set forth herein, District's obligation under this Agreement to make any further payments to Employee shall cease and terminate on the effective date of Employee's termination.

Section 5.5 Termination Without Cause. In the event District elects to terminate the employment of Employee without cause as defined herein, in accordance with Government Code Sections 53260 et seq., Employee shall be entitled to severance in an amount equal to one (1) month of Employee's then base monthly salary or an amount equal to Employee's base salary through the unexpired term of this Agreement, whichever is less.

Section 5.6 Termination by Employee. In the event Employee elects to terminate this Agreement prior to the expiration of its term, Employee shall continue to be paid his salary and benefits through the last day of employment. Employee shall provide District a minimum thirty (30) days' written notice prior to his expected date of termination.

Section 5.7 Exercise of Rights By District. All rights of District under this Agreement shall be vested in the Board of Directors of District and shall only be exercised by a vote of a majority (but not less than 3) of the entire Board.

Article VI. General Provisions

Section 6.1 Arbitration. Employee and District agree to arbitrate any and all disputes, claims, or controversies ("claims") they may have against each other, including their current and former agents, officers, directors, or employees, which arise from the employment relationship between Employee and District or the termination thereof. Claims include, but are not limited to: claims for breach of any term of this Agreement, claims of employment discrimination and harassment under Title VII of the Civil Rights Act, as amended; the California Fair Employment & Housing Act; the Age Discrimination in Employment Act, as amended; the Americans with Disabilities Act; 42 U.S.C. section 1981; the Employment Retirement Income Security Act; the California Labor Code, including any claims brought by the Employee related to wages; breach of employment contract or the implied covenant of good faith and fair dealing; wrongful discharge; or tortious conduct (whether intentional or negligent) including defamation, misrepresentation, fraud, infliction of emotional distress, but excluding claims for workers' compensation benefits to remedy work-related injury or illness. Employee and District understand and agree that they are waiving their right to bring such claims to court, including the right to a jury trial.

The arbitration shall be conducted pursuant to California Code of Civil Procedure section 1282 et seq., as may be later amended. The arbitrator shall be appointed pursuant to Code of Civil Procedure section 1281.6, as may later be amended. The arbitration shall take place in Sacramento County, California, unless otherwise agreed to in writing by District and Employee.

The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion.

The decision or award of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the power to award any type of legal or equitable relief that would be available in a court of competent jurisdiction including, but not limited to attorneys' fees and

punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Employee and District agree that any relief or recovery to which they are entitled arising out of the employment relationship or cessation thereof shall be limited to that awarded by the arbitrator.

Nothing in this Agreement precludes Employee from filing a charge or from participating in an administrative investigation of a charge before any appropriate government agency. However, Employee understands and agrees that Employee cannot obtain any monetary relief or recovery from such a proceeding.

Employee and District agree to file any petition for arbitration within the time limit established by the applicable statute of limitations for the asserted claims or within one year of the conduct that forms the basis of the claim if no statutory limitation is applicable. Failure to file a petition for arbitration within the prescribed time period shall result in a waiver of said claims.

A court or other entity construing this Agreement should administer, modify, or interpret it to the extent and such manner as to render it enforceable. If, for any reason, this Agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, Employee and District agree to waive any right they may have to a jury trial with respect to any dispute or claim relating to employment, termination from employment, or any terms and conditions of employment with the District.

BY INITIALING BELOW, EMPLOYEE ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT BY ENTERING INTO THIS AGREEMENT, HE IS WAIVING ANY RIGHT TO A TRIAL BY JURY.

Employee Initials: _____.

Section 6.2 Entire Agreement. This Agreement supersedes and replaces any and all other Agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by District, and contains all of the covenants and Agreements between the parties with respect to that employment and in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein, and that no other Agreement, statement or promise or understanding not contained in this Agreement, shall be valid or binding on either party. Unless specifically addressed by this Agreement, the Employee shall be bound by the terms and conditions of the District's Employee Handbook in all respects, as such may be amended from time to time by the District's Board of Directors in its sole and exclusive discretion. In the event of any conflict between the terms of this Agreement and the District's Employee Handbook, this Agreement shall prevail.

Section 6.3 Modification. Any modification of this Agreement will be effective only if

it is in writing and signed by the party to be charged. No modification to this Agreement shall be valid unless said modification is approved by the affirmative vote of not less than three members of the Board of Directors of District in public session, which action shall be reflected in the minutes of such meeting approving the modification.

Section 6.4 No Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 6.5 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 6.6 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Executed as of this 7th day of August, 2019 in Sacramento, California.

DEL PASO MANOR WATER DISTRICT

By 

Name: John Lenahan

Title: PRESIDENT

Attest:

By 

Name: Adam Brown

Title: SECRETARY

Employee

By 

LEO HAVENER

EXHIBIT A

Scope of Services

Interim General Manager shall provide such services to the District as contemplated under the California County Water District Law, Water Code § 30000 *et seq.* Interim General Manager shall manage District operations to provide customers with a safe and reliable water supply; provide professional and technical staff support and assistance to the Board; coordinate all District activities with Federal, State, County, local and private agencies. Such services shall also include such other services as may be authorized or requested by the District's Board of Directors. Examples of the services to be provided by Interim General Manager include the following:

- Plans, directs and coordinates services, activities and operations of all facilities, equipment and projects;
- Manages the selection, training, and supervision of entire staff;
- Coordinates District activities with all regulatory agencies; ensures compliance with all state, local, and federal laws;
 - Prepares, evaluates, and implements District budget; develops short and long term financial strategies; prepares Capital Improvement Program;
 - Provides legislative direction/advice to Board; works with Board in developing District priorities;
- Implements Board policies and directives and communicates them to the public;
- Serves as the principal spokesperson for the District; represents District at public and professional functions; oversees public information and public education program, and coordinates media relations;
 - Monitors District infrastructure and rehabilitation; ensures District records are maintained;
 - Develops, implements, and monitors programs/projects for District newsletter, customer services surveys, benchmarking studies, and disaster recovery; and
- Works with staff to resolve customer complaints.

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS
DEL PASO MANOR WATER DISTRICT**

September 3, 2019

6:30 PM

1817 Maryal Drive, Suite 300, Sacramento

The Board of Directors of the Del Paso Manor Water District convened their regular monthly meeting at the District office located at 1817 Maryal Drive, Suite 300, Sacramento, California on September 3, 2019 at 6:30 p.m.

Call to Order:

President Lenahan called the meeting to order at 6:30 p.m.

Pledge of Allegiance:

President Lenahan led the Pledge of Allegiance.

Roll Call:

Directors Present: Marissa Burt, Trish Harrington John Lenahan, Robert Matteoli, & Gregory Schneider

Directors Absent: None

Staff Present: Leo Havener, Interim General Manager

Legal Counsel Present: Adam Brown

Public Present: Several members of the public were in attendance.

Announcements:

There were no announcements.

Public Comment:

Several members of the public addressed the Board.

Items for Discussion and/or Action:

1. Review, discuss and possible action to approve the 2019-2020 District Budget.
Director Burt presented the budget and explained a few changes after meeting with CPA Robert Merritt. Robert Merritt spoke and stated that the Fiscal Year 18/19 Budget will be closed within 30-45 days. Director Burt explained that the budget is a working document and stated that the Interim General Manager Havener will bring back the Budget in the next 3 months with the District's actuals from the last fiscal year.

Director Harrington moved to approve the amended budget. Director Burt seconded.

The motion passed by unanimous vote.

Ayes	Burt, Harrington, Lenahan, Matteoli, Schneider
Noes	0

Absent	0
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- Finance Ad Hoc Committee: a. Review, discuss, and possible action on updating computer system. President Lenahan presented the quote from Terrapin Technology Group. Director Schneider expressed concerns with the software costs. Interim General Manager Havener agreed to double check the costs for software and come back to the Board with answers.

Director Harrington moved to contract with Terrapin Technology Group to purchase a computer system. Director Burt seconded.

The motion passed by unanimous vote.

Ayes	Burt, Harrington, Lenahan, Matteoli, Schneider
Noes	0
Absent	0

- Check signing rotation discussion. Interim General Manager Havener expressed concerns with late checks. He asked the Director take turns signing checks twice a month.
- Review, discuss, and possible action to hire a temporary employee to work with the Safety and Security Ad Hoc Committee along with General Manager to secure and organize District files. Director Schneider explained that 40% of our District files were at our facility on Lusk Drive. He explained that they are now at District office on Maryal Drive, but the files are in boxes need be organized and filed. He explained that it's extremely difficult to find any files in the office due to the lack of organization with the current filing system. Director Schneider gave an example on how he would like the files to be organized. He explained we need to hire a temporary employee to work on a first pass at organizing.

Director Burt moved to hire a temporary employee to organize our District's files at \$35 per hour for 3 weeks. Director Harrington seconded.

The motion passed by unanimous vote.

Ayes	Burt, Harrington, Lenahan, Matteoli, Schneider
Noes	0
Absent	0

- Update on SSWD Mutual Aid Agreement. Interim General Manager Havener explained that he is working on a service agreement with Sacramento Suburban Water District but was unsure if the District would extend its mutual aid agreement for another month.
- Review and adopt minutes of August 6, 2019 Regular Meeting. Director Burt moved to adopt the minutes of August 6, 2019. Director Schneider seconded.

The motion passed by unanimous vote.

Ayes	Burt, Harrington, Lenahan, Matteoli, Schneider
Noes	0
Absent	0

- Review and authorize payment of invoices for August 2019.

Director Schneider moved to authorize the invoices of August 6 2019. Director Harrington seconded.

The motion passed by unanimous vote.

Ayes	Burt, Harrington, Lenahan, Matteoli, Schneider
Noes	0
Absent	0

- Review, discuss and possible action to accept the resignation of District General Counsel Adam Brown as Board Secretary and appoint Interim General Manager Leo Havener as the new Board Secretary.

Director Burt moved to accept the resignation of District General Counsel Adam Brown as Board Secretary and appoint Interim General Manager Leo Havener as the new Board Secretary. Director Schneider seconded.

The motion passed by unanimous vote.

Ayes	Burt, Harrington, Lenahan, Matteoli, Schneider
Noes	0
Absent	0

- Review, discuss and possible action to repair/replace District vehicle.
No action was taken.

Report on Meeting and Committees: (Per AB 1234)

- Transition Committee Meeting – Burt/Lenahan
The committee assisted the District with transitioning to a new payroll provider.
- Finance Committee Meeting – Burt/Lenahan
See Agenda Item #1.
- Succession Planning Committee Meeting – Harrington/Lenahan
No report
- Policy Manual Review Committee Meeting Harrington/Burt
No report
- Human Resources Committee Meeting – Schneider/Lenahan
No report
- Regional Water Authority Meeting – Harrington / Matteoli
Report will be given to the Board at the next meeting.

16. Safety and Security Committee Meeting – Burt/Schneider

The committee gave a PowerPoint presentation that explained the updates at the Lusk facility.

17. Other Reports – AB 1234

None

Upcoming Meetings:

18. None

Report from General Manager:

19. Interim General Manager explained that he has been putting in some hours, but things are running smoothly.

Report from Attorney:

20. The attorney researched the current Maryal Drive lease. There were two versions and explained the lease expires in March of 2021.

Report on Field Operations:

21. Field Report was attached to the Board Packet.

Board General Discussion:

Director Matteoli explained that he was not paid for a meeting he attended.

Director Harrington thanked the staff for providing her the Foresgren report that she requested.

Closed Session Pursuant to Government Code § 54956.9:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Discuss potential initiation of litigation pursuant to subdivision (c) of Section 54956.9)

Number of potential cases: 1

Closed Session Pursuant to Government Code § 54957:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Interim General Manager

Return to Open Session:

Nothing to report.

Adjournment:

President Lenahan adjourned the meeting at 10:20 p.m.

John Lenahan, President

ATTEST:

Leo Havener, Secretary

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

**September 11, 2019
7:00 PM
1817 Maryal Drive, Suite 300, Sacramento**

The Board of Directors of the Del Paso Manor Water District convened their regular monthly meeting at the District office located at 1817 Maryal Drive, Suite 300, Sacramento, California on September 3, 2019 at 6:30 p.m.

Call to Order:

President Lenahan called the meeting to order at 7:00 p.m.

Pledge of Allegiance:

President Lenahan led the Pledge of Allegiance.

Roll Call:

Directors Present: Marissa Burt, Trish Harrington John Lenahan, Robert Matteoli, & Gregory Schneider
Directors Absent: None
Staff Present: Leo Havener, Interim General Manager, Ken Ingle, Operations & Maintenance Technician II/Construction Coordinator
Legal Counsel Present: Adam Brown
Public Present: Several members of the public were in attendance.

Announcements:

There were no announcements.

Public Comment:

Several members of the public addressed the Board.

Items for Discussion and/or Action:

1. Review, discuss and possible action on District Holiday and Vacation policy.
Director Burt presented a proposal to modify District Holiday and Vacation policy. Director Burt suggested the removal of several existing holidays and provide a floating holiday and limiting the amount vacation days that can carried over at 150% of accrual rate, with a maximum of 50 days, and no payout option. Director Harrington inquired as to how this policy would affect Maternity Leave, which will be addressed when updating of the Employee Handbook.

Public comments suggested providing some level of payout for vacation time exceeding 50 days.

Director Burt moved to direct Interim General Manager and General Counsel modify the District Holiday and Vacation policy for approval at the Regular Board meeting in October. Director Schneider seconded.

The motion passed by a 4 to 1 vote.

Ayes	Burt, Harrington, Lenahan, Schneider
Noes	Matteoli
Absent	0

2. Review, discuss, and possible action to approve job descriptions and pay scales for District positions. Interim General Manager Havener provide job descriptions, pay scales, and an organizational chart for District operations and recommended the District fill the positions of Office Manager, Field Supervisor, and Operations and Maintenance Technician II. Director Burt suggested a modifying the organizational chart to have two Operations and Maintenance Technician II that report directly to the Interim General Manager.

Public comments included concerns for current staff always being on-call and not having any free time.

Director Harrington moved to approve job descriptions and pay scales for District positions as recommended by Interim General Manager Havener. Director Matteoli seconded.

The motion passed by a 4 to 1 vote.

Ayes	Harrington, Lenahan, Matteoli, Schneider
Noes	Burt
Absent	0

3. Review and discuss October Newsletter.
Directors Burt and Harrington are preparing the October Newsletter for distribution.
4. Update on Sacramento Suburban Water District (SSWD) Mutual Aid Agreement.
Interim General Manager Havener stated the agreement is continuing while SSWD and the District develop a Services Agreement.
5. Update on computer system.
Interim General Manager Havener gave an update on pricing of subscriptions for software and stating the computers have been ordered.

Adjournment:

President Lenahan adjourned the meeting at 8:31 p.m.

John Lenahan, President

ATTEST:

Leo Havener, Secretary

SEPTEMBER 2019 MEETINGS	BURT	HARRINGTON	LENAHAN	MATTEOLI	SCHNEIDER
Board Meetings					
DPMWD - Regular Board Meeting 9/3/2019	1	1	1	1	1
DPMWD - Special Board Meeting 9/11/2019	1	1	1	1	1
Committee Meetings					
Audit Committee: Burt/Lenahan					
Finance Committee: Burt/Lenahan	4		4		
Human Resources Committee: Schneider/Lenahan					
Policy Manual Review Committee: Burt/Harrington					
Safety and Security Committee: Burt/Schneider	1				1
Succession Planning Committee: Harrington/Lenahan					
Transition Committee: Burt/Lenahan	5		5		
Other Meetings					
American Water Works Association (AWWA)					
Association of California Water Agencies (ACWA)					
Attorney Meeting					
California Special District's Association (CSDA)					
General Manager Meeting			2		
California Regional Water Authority (CRWA)		1			
Sacramento Groundwater Authority (SGA)					
Sacramento Suburban Water District (SSWD)					
Water Forum			1		
DPMWD - AB1234 Ethics Training					
Sexual Harrassment Prevention Training (AB1825)					
TOTAL MEETINGS	12	3	14	2	3
TOTAL COMPENSATED MEETINGS	6	3	9	2	3
TOTAL COMPENSATION	\$600	\$300	\$900	\$200	\$300
* Only two meetings per adhoc is allowed compensation					
** Meetings on same day (only one paid for)					
A - Absent					
P - Paid					
W - Waived director fee					

September 2019 Vendors	Description	Amount
ACWA JPIA	Property Ins.	\$2,350.48
ADP	Payroll	\$5,663.04
ADP Taxes	Payroll Taxes	\$2,879.19
All Seasons Roofing	Lusk Roof	\$9,338.00
Aqua Sierra Controls, Inc.	Well 2 circuit breaker	\$994.02
AT&T	phone	\$58.20
AT&T	phone / internet	\$189.58
AT&T	Internet	\$64.25
AT&T Mobility	Cell Phones	\$271.62
CALPers	Sept. health	\$5,672.68
CALPers	fees for GASB-68	\$700.00
Clyde Morgan	Jul-Aug. refund	\$166.20
DEX.YP	yellow pages	\$15.50
Emigh		\$895.91
ESS Environmental	lusk roof survey	\$300.00
Ferguson Waterworks	meters	\$1,812.35
GM Construction & Developers Inc	2412 Watson leak	\$1,914.28
Greg Schneider	Office Supplies	\$175.94
Hill Rivkins Brown & Associates	Atty	\$7,250.00
Inland Business Systems	Photocopy machine	\$177.12
O'Brien Employment Services	Temp	\$2,343.00
O'Brien Employment Services	Temp	\$2,514.60
Office Depot	Office Supplies	\$382.64
OMG Diversified Door & Lock Services	Lusk & Maryal door work	\$2,424.34
PARK Specialty Contractors	lusk roof	\$650.00
Pinnacle Pest Control	Lusk	\$844.00
Robert Merritt	July Accounting	\$1,365.00
Robert Merritt	Aug Accounting	\$1,215.00
Streamline	Website	\$200.00
Streamline	Website	\$200.00
Terrapin Technology Group	Computer/Database Review	\$300.00
Unita	Sept. Rent	\$2,045.00
Unita	Oct. Rent	\$2,045.00
Victoria Hoppe	Stamp for Sept. meter billing	\$110.00
Wex Bank	Gas	\$152.42