

ITEM #5.A

Approval of Minutes of the April 17, 2023 Regular Meeting



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

DRAFT MINUTES

**April 17, 2023 6:00 PM
1817 Maryal Drive, Suite 300, Sacramento 95864**

1. CALL TO ORDER:

President Saunders called the meeting to order at 6:00 p.m.

2. ROLL CALL:

Directors Present: President Ryan Saunders, Carl Dolk, Bob Matteoli, Gwynne Pratt, and David Ross

Staff Present:	Acting General Manager	Victoria Hoppe
	Field Manager	Mike Jenner
	Certified Public Accountant	Robert Merritt
	District Engineer	Alan Driscoll
	Consulting Engineer	Brian Gach
	Assistant Legal Counsel	Schuyler Campbell

A quorum of the Board was present.

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

Director Ross made a motion to adopt the agenda. The motion was seconded by Director Matteoli. The agenda was adopted on a 5 Yes/0 No vote.

4. PUBLIC COMMENTS: The Board of Directors welcomes participation at these meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public, California law prohibits the Board from acting on any matter which is not on the posted agenda, unless the members determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to five (5) minutes per individual. Please make your comments directly to the DPMWD Chair. Comments will be accepted via teleconference and in writing.

(0:01 minute)

President Saunders called for public comment.

Roy Wilson requested an update on the 2x2 discussions and an update on the Prop 218 impacts.

Trish Harrington requested documentation regarding Prop 218 and employee handbook on the District website, update on the Oregon State Bar payment, update on delinquent accounts, and inquired if District property was returned from the previous District Manager.

Seeing no further comments, President Saunders closed public comment.

President Saunders fielded public comment inquires.

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

(0:05 minutes)

Item 5.A: Approval of Minutes of the March 06, 2023 Regular Meeting

President Saunders noted the votes needed to be changed to 3 Yes and 2 Absent.

President Saunders called for public comment.

Trish Harrington requested her comments reflect a statement regarding expenditures for Well 7 and concerns regarding adjacent parking lot.

Seeing to further comment, President Saunders closed public comment.

Director Pratt made a motion to approve the minutes, as amended. The motion was seconded by Director Dolk. The motion was approved on a 5 Yes/0 No vote.

Item 5.B: Approval of Warrants and Payroll

Director Dolk requested payment to Bartle Wells be withheld and requested a correction on the invoice. President Saunders stated Bartle Wells would be present at the next meeting.

President Saunders noted the payroll numbers are higher due to a severance payment.

President Saunders called for public testimony.

Trish Harrington questioned several payments.

Seeing no further comments, President Saunders closed public comment.

President Saunders and staff fielded public comment inquiries.

Director Dolk made a motion to approve the Warrants and Payroll, with the exception of deferring payment to Bartle Wells until the Board receives a report back. The motion was seconded by Director Pratt. The motion was approved on a 4 Yes/1 No (Ross) vote.

6. <u>PUBLIC HEARING:</u>

There were no Public Hearing items to consider.

7. OLD BUSINESS:

There were no Old Business items to consider.

8. NEW BUSINESS:

Item 8.A: Budget to Actuals

(0:20 minutes)

Certified Public Accountant Merritt presented the staff report and fielded questions from the Board.

President Saunders called for public comment.

Trish Harrington expressed concern the District can not sustain current expenditures at current rate.

Roy Wilson inquired about obtaining the permit for discharge.

Seeing no further comments, President Saunders closed public comment.

President Saunders and staff fielded public comment inquires.

Item 8.B: Forsgren Presentation on Status of Current Projects

(0:36 minutes)

District Engineer Driscoll and Consulting Engineer presented and fielded questions from the Board.

President Saunders called for public comment.

Trish Harrington presented several inquiries from the presentation.

Roy Wilson presented several inquiries from the presentation.

Carol Rose presented inquiries from the presentation.

Seeing no further comments, President Saunders closed public comment.

President Saunders and staff fielded public comment inquiries.

Item 8.C: General Manager Recruitment

(1:20 minutes)

General discussion commenced amongst the Board.

President Saunders called for public comment.

Trish Harrington provided general suggestions for recruitment and suggested merging with Sac Suburban.

Carol Rose provided general suggestions for recruitment.

Roy Wilson provided general suggestions for recruitment.

Seeing no further comments, President Saunders closed public comment.

President Saunders appointed Director Matteoli and Director Ross to serve on an Ad Hoc committee and provide a recommendation at the next Board meeting.

Item 8.D: Request for Funds Transfer from LAIF Account to Bank of the West Revenue Account

(1:52 minutes)

Acting General Manager Hoppe and Certified Public Accountant Merritt presented the staff report and fielded questions from the Board.

President Saunders called for public comment.

Roy Wilson provided general public comment.

Trish Harrington provided general public comment.

Seeing no further comments, President Saunders closed public comment.

Director Ross made a motion to approve Resolution No. 23-0417-01 authorizing a transfer of funds, not to exceed \$500,000, from the LAIF account to Bank of the West Revenue Account. The motion was seconded by Director Pratt. The motion was approved on a 5 Yes/0 No vote.

Item 8.E: Transfer of Financial Institution and Online Viewing Access for General Manager and/or District CPA

(0:02 minutes)

Acting District Manager presented the staff report and fielded questions from the Board.

President Saunders called for public comment.

Trish Harrington provided general public comment.

Carol Rose provided general public comment.

Seeing no further comments, President Saunders closed public comment.

President Saunders appointed Director Dolk and Director Ross to serve on an Ad Hoc committee and provide a recommendation at a future meeting, date uncertain.

President Saunders called a break at 8:27 p.m. The meeting reconvened at 8:41 p.m.

Item 8.F: Advance Engineering Payment for Well 9 Emergency Power Backup Generator Project

(2:41 minutes)

Acting General Manager Hoppe presented the staff report.

Director Ross expressed concern with contractual obligations and cost commitments once payment is made.

President Saunders called for public comment.

Roy Wilson provided general public comment.

Seeing no further comments, President Saunders closed public comment.

General discussion commenced amongst the Board.

Board directed staff to do more research on the contractual obligations and report back at a future meeting.

9. FIELD REPORT: Verbal report

Item 9.A: Field Report on Current and Upcoming Projects

(3:03 minutes)

Field Manager Jenner summarized his staff report and fielded questions from the Board.

President Saunders called for public comment. Seeing no one come forward, he closed public comment.

10. DIRECTOR REPORT ON COMMITTEE MEETINGS: Verbal report <i>Each Board member will have 5 minutes to report out on all associated committees</i>
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Item 10.A: Director Dolk

American Water Works Association (AWWA)
Association of California Water Agencies (ACWA)

Item 10.B: Director Matteoli

Association of California Water Agencies (ACWA) Agriculture
Association of California Water Agencies (ACWA) Groundwater
Sacramento Groundwater Authority (SGA)

Item 10.C: Director Ross

California Rural Water Authority (CRWA)
California Special Districts Association (CSDA)

Item 10.D: Director Saunders

Joint Powers Insurance (JPIA)

Item 10.E: Director Pratt

Regional Water Authority (RWA)
Water Forum (*Pratt*)

(3:07 minutes)

Directors provided brief reports on committee meetings they attended.

President Saunders called for public comment. Seeing no one come forward, he closed public comment.

11. GENERAL MANAGERS COMMENTS: Verbal report

- Item 11.A:** Election payment
Item 11.B: Update on on-call status for District Operators
Item 11.C: Multi Factor Authentication (MFA) for Board Members
Item 11.D: Rate Payer Contact Update Form
Item 11.E: Update on SB 552 Checklist
(3:14 minutes)

Acting General Manager Hoppe provided a report on agenda items and an update on general District matters.

President Saunders called for public comment.

Trish Harrington provided general public comments.

Roy Wilson provided general public comments.

Seeing no further comments, President Saunders closed public comment.

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

(3:26 minutes)

Director Dolk inquired if a lien could be placed on property tax rolls for delinquent water bills and requested a future agenda item regarding LAIF Funds for further discussion. Assistant Legal Counsel Campbell provided clarity on placing a lien on property tax rolls.

Director Matteoli asked for clarification regarding CIP funds being paid for Prop 218.

President Saunders reported the District was in compliance with paying the Acting District Manager at the rate the District is as there is no existing policy and it is in uniform to general good business practice.

13. FUTURE AGENDA REQUESTS: Directors can suggest topics they would like on future agendas

(3:32 minutes)

Director Dolk requested presentations on Area D water and the intended expenditures for the approved 2010 CIP funds.

Director Matteoli requested presentations from the grant writers and consultant assisting with the 2x2 merger discussions.

Support was provided for all matters to be on a future agenda.

14. CLOSED SESSION:

There were no Closed Session items to consider.

15. ADJOURNMENT: Next Regular Board of Directors meeting is scheduled for May 01, 2023

Director Ross made a motion to adjourn. Director Pratt seconded the motion. There being no further business, the Board of Directors meeting adjourned at 9:42 p.m.

APPROVAL:

ATTEST:

Ryan Saunders, President of the Board

Norma I. Alley, MMC, Clerk of the Board

ITEM #5.B

Approval of Warrants and Payroll

Del Paso Manor Water District
MAY 2023 ADDITIONAL VENDORS FOR APPROVAL
(For Approval After 05/01/2023 Regular Meeting)

VENDORS NAME	DESCRIPTION	CIP	AMOUNT	CHECK #
ACWA JPIA	Health		\$477.04	
ADP	Payroll			
ADP Taxes	Payroll Taxes			
Appletree Answers	Answering service		\$481.39	CC
AT&T	Phone		\$263.58	CC
AT&T	Phone		\$211.17	
AT&T Mobility	Cell Phones; iPads		\$426.04	
Atlas Fence	Repairs to Well #8 Fence		\$750.00	
BSK	Labs		\$178.50	
Bud's Tri-County Tree Services, Inc.	Tree Removal		\$2,870.00	
Emigh Hardware	Material/Supplies		\$965.47	
Renne Public Law Group	April 2023 Monthly Retainer		\$3,000.00	
Robert Merritt	CPA - Services Rendered Through April 2023		\$2,232.50	
Sierra Chemical Company	Chemicals		\$462.00	
Sierra Chemical Company	Chemicals		\$462.00	
Terrapin Technology Group	Software / Computers		\$835.55	
Uinta Holdings, LLC	April Rent		\$2,570.00	
MONTHLY TOTAL----->		\$0.00	\$16,185.24	

ITEM #8.A

Budget to Actuals

Del Paso Manor Water District
Expense Budget To Actual Comparison
July 1, 2022 to April 30, 2023

Notes

	Year to Date July 1, 2022 to April 30, 2023	Budget	Percent of Budget
Employee Related			
Management Salaries	190,933	146,610	130.23%
Staff Salaries	172,472	285,285	60.46%
Director Fees	12,500	30,000	41.67%
Payroll Taxes	28,757	38,000	75.68%
Staff Bonuses	-	15,525	0.00%
PERS Retirement	84,462	100,500	84.04%
Health	67,023	80,000	83.78%
Retiree Health Benefits & OPEB	55,250	120,000	46.04%
Total Employee Related	611,397	815,920	74.93%
Administration			
Insurance	49,008	47,000	104.27%
Office Expense	71,320	82,300	86.66%
Building Maintenance	628	2,000	31.40%
Audit Fees	-	12,000	0.00%
Legal Fees	215,264	236,000	91.21%
Election Related	1,887	3,000	62.90%
Miscellaneous	860	5,000	17.20%
Professional Administration Fees	126,039	106,700	118.12%
Bank Charges	1,932	2,000	96.60%
Professional Dues	45,985	57,600	79.84%
Professional Meetings	-	10,000	0.00%
Cert/Continuing Education	382	6,000	6.37%
Total Administration	513,305	569,600	90.12%
Operations			
Power	68,769	123,000	55.91%
Conservation	6,397	-	N/A
Repairs & Maintenance	103,952	268,000	38.79%
Lab Fees	6,924	6,000	115.40%
Backflow Program	1,278	2,000	63.90%
Engineering	273,490	80,000	341.86%
City Water	3,231	6,000	53.85%
Total Operating	464,041	485,000	95.68%
Total Employee Related, Administration and Operating Expenses	1,588,743	1,870,520	84.94%
C.I.P.			
New Pipeline	129,976	350,000	37.14%
New Well/Well Additions/Generators	20,651	1,300,000	1.59%
Interest Expense & Principal Debt Payment	71,039	325,000	21.86%
Total C.I.P.	221,666	1,975,000	11.22%
Total water sales through April 2023	1,162,439		
Planned system maintenance charges through April 2023	493,621		
A 2022 Chevrolet 2500 truck was purchased in September 2022 for \$76,093			
Fencing at well 6B was installed in December 2022 for \$14,835			
Board room audio and visual equipment was installed in January 2023 for \$17,518			
Amounts above are not audited			

July 1, 2022 to

	April 30, 2023	Budget	Percentage of Budget
Employee Related			
5102.10 · Management salaries	190,933.00	146,610.00	130.23%
5102.15 · Field salaries	124,284.00	215,162.00	57.76%
5102.20 · Office manager salary	48,188.00	70,123.00	68.72%
5102.05 · Director fees	12,500.00	30,000.00	41.67%
5102.30 · Payroll soc sec	23,306.00	29,000.00	80.37%
5102.35 · Payroll medc	5,451.00	9,000.00	60.57%
5102.40 · Staff bonuses	0.00	15,525.00	0.00%
6451.00 · PERS/retirement	84,462.00	100,500.00	84.04%
6501.00 · Employee healthcare (CalPers)	67,023.00	80,000.00	83.78%
6502.00 · Retiree health benefits	55,250.00	70,000.00	78.93%
6441.00 · OPEB	0.00	50,000.00	0.00%
Administration			
5251.00 · Insurance			
5251.05 · Liability	33,750.00	28,500.00	118.42%
5251.10 · Property	3,915.00	3,500.00	111.86%
5251.15 · Workers Compensation	11,343.00	15,000.00	75.62%
6151.00 · Office expense			
6151.05 · District office lease	27,550.00	33,000.00	83.48%
6151.10 · Phone service	3,687.00	4,300.00	85.74%
6151.15 · Internet provider	3,561.00	5,500.00	64.75%
6151.20 · Sewer & garbage (Lusk)	1,649.00	1,500.00	109.93%
6151.21 · Miscellaneous (office other)	3,739.00	0.00	N/A
6151.25 · Postage	13,602.00	12,000.00	113.35%
6151.30 · Printing	0.00	1,000.00	0.00%
6151.35 · Computers & supplies	4,085.00	3,500.00	116.71%
6151.40 · Office supplies	4,817.00	7,500.00	64.23%
6151.45 · Answering service	4,784.00	5,500.00	86.98%
6151.50 · Office furniture	0.00	2,000.00	0.00%
6151.55 · Payroll preparation	1,573.00	2,000.00	78.65%
6151.60 · GASB 75 valuation	675.00	2,000.00	33.75%
6151.70 · Janitorial	1,600.00	2,500.00	64.00%
6152.00 · Building maintenance	628.00	2,000.00	31.40%
6251.00 · Audit	0.00	12,000.00	0.00%
6255.00 Election related	1,887.00	3,000.00	62.90%
6301.00 · Legal	215,264.00	236,000.00	91.21%
6401.00 · Misc	860.00	5,000.00	17.20%
5121.00 Conservation	6,397.00	0.00	N/A
6601.00 · Professional Admin fees			
6601.05 · SWRCB annual fees	14,740.00	16,000.00	92.13%
6601.10 · NDPES permit	0.00	1,500.00	0.00%
6601.15 · Cal Pers actuarial reports	700.00	700.00	100.00%

6601.25 · Air Quality permits	2,389.00	5,000.00	47.78%
6601.30 · Encroachment permits	0.00	500.00	0.00%
6601.35 · CPA fees	14,633.00	18,000.00	81.29%
6601.00 · Professional admin fees - other	68,116.00	25,000.00	272.46%
6601.50 · Public relations	15,461.00	30,000.00	51.54%
6601.55 · Salary and staffing level study	10,000.00	10,000.00	100.00%
 6171.00 · Bank fees	 1,932.00	 2,000.00	 96.60%
 6561.00 · Professional dues			
6561.05 · ACWA	9,735.00	11,000.00	88.50%
6561.10 · AWWA	480.00	700.00	68.57%
6561.15 · CSDA	7,901.00	8,000.00	98.76%
6561.20 · CRWA	864.00	1,000.00	86.40%
6561.25 · RWA	4,106.00	9,700.00	42.33%
6561.30 · SGA	21,187.00	25,000.00	84.75%
6561.35 · SAWWA	0.00	1,000.00	0.00%
6561.00 · Professional dues - other	1,712.00	1,200.00	142.67%
 6551.00 · Professional meetings	 0.00	 10,000.00	 0.00%
6610.00 Certification/continuing education	382.00	6,000.00	6.37%

Operations

5151.00 · Power			
5151.05 · PG&E	328.00	3,000.00	10.93%
5151.10 · SMUD	68,441.00	120,000.00	57.03%
 5201.00 · R & M			
5201.05 · Leak repairs	51,601.00	104,000.00	49.62%
5201.10 Field Equipment	547.00	2,000.00	27.35%
5201.15 · Field supplies	14,915.00	35,000.00	42.61%
5201.20 · Fuel for vehicles	3,094.00	9,000.00	34.38%
5201.25 Vehicle repair and maintenance	1,827.00	3,000.00	60.90%
5201.30 Temporary Help	0.00	0.00	N/A
5201.35 · Chlorine	6,675.00	11,000.00	60.68%
5201.45 · Well repair & maintenance	4,763.00	0.00	N/A
5201.55 · Field staff cellular service	4,143.00	6,000.00	69.05%
5201.60 Tesco Services Contract (Well #8)	0.00	0.00	N/A
5201.65 Aqua Sierra Service Contract	0.00	8,000.00	0.00%
5201.70 SSWD Mutual Aide Field Staff	16,388.00	90,000.00	18.21%
 5301.00 · Lab fees (H2O testing)	 6,924.00	 6,000.00	 115.40%
5451.00 City water	3,231.00	6,000.00	53.85%
5452.00 Backflow program	1,278.00	2,000.00	63.90%
5351.00 Engineering	273,490.00	80,000.00	341.86%

CIP

Pipes			
Miscellaneous	28,137.00	50,000.00	56.27%
Interties	84,039.00	300,000.00	28.01%

Wells			
Well #2	18,947.00	1,000,000.00	1.89%
Well # 9	0.00	300,000.00	0.00%
Fencing at well 6B	14,835.00		
Well # 7	1,704.00		
Fire Hydrant Assembly, Watt and Maryal Drive	17,800.00		
Debt Service			
Interest expense and principal	71,039.00	325,000.00	21.86%
Equipment			
2022 Chevrolet 2500	76,093.00		
Board room audio visual equipment	17,518.00		

Amounts above are not audited

Del Paso Manor Water District
Fiscal 2023 L.A.I.F Activity
July 1, 2022 to April 30, 2023

Beginning balance, July 1, 2022	\$2,252,931.60
July 2022 quarterly interest payment	4,217.96
October 2022 quarterly interest payment	7,680.25
January 2023 quarterly interest payment	11,831.40
April 2023 quarterly interest payment	15,344.33
Ending balance, April 30, 2023	<u><u>\$2,292,005.54</u></u>

Del Paso Manor Water District
Monthly Cash Flow Activity (Unaudited)
April 2023

	Operating Bank Account	L.A.I.F.	Total
Account Balances at April 1, 2023	\$ 399,027	\$ 2,276,661	\$ 2,675,688
Rate payer collections	215,975	-	215,975
Other receipts	307	-	307
Quarterly LAIF interest payment	-	15,344	15,344
Payroll disbursements	(26,808)	-	(26,808)
Vendor payments	(179,526)	-	(179,526)
Account Balances at April 30, 2023	<u>\$ 408,975</u>	<u>\$ 2,292,005</u>	<u>\$ 2,700,980</u>

The activity above is not audited

ITEM #8.B

Renne Public Policy Group (RPPG) Grant Funding

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: May 15, 2023

AGENDA ITEM NO. 8.B

SUBJECT: Renne Public Policy Group (RPPG) Grant Funding

STAFF CONTACT:

Victoria Hoppe, Acting General Manager

BACKGROUND:

At the May 16, 2022 board meeting staff recommended retaining a grant writing firm to assist with researching, analyzing, and potentially applying for grant funding for District improvement projects. The Board of Directors approved Resolution 22-0516-1 authorizing the General Manager to enter into a professional service agreement with Renne Public Policy Group (RPPG) in an amount not to exceed (NTE) \$36,000 per year.

Renne Public Policy Group (RPPG), working with technical experts at Forsgren Associates, have prepared an application on behalf of Del Paso Manor Water District (DPMWD) to apply for funding through the Small Community Drought Relief Program for a requested amount of \$3,943,320. This proposal would fully fund projects to rehabilitate Well #4 and Well #7, bringing these wells back online and increasing the District's water supply for drinking water, fire protection, and emergency use.

In partnership with Del Paso Manor Water District, RPPG's team has reviewed numerous potential funding opportunities to support the District's outstanding infrastructure needs after reviewing a draft list of priority projects provided by staff. These opportunities were presented to the Board in open session during a previous Board Meeting by RPPG's Director of Grant Services. After receiving questions from Board members, RPPG's staff further reviewed grant program requirements to ensure alignment with the Board's direction and feedback. Additionally, RPPG's team has provided monthly updates on available grant programs to staff, met with staff to discuss opportunities of interest over the past year, and provided analysis of potential grant program benefits related to consolidation.

After reviewing the Small Community Drought Relief Program, District staff directed RPPG to begin preparing an application for this program. The Small Community Drought Relief Program provides financial and technical support to help small communities mitigate the impacts of drought and improve resiliency to future droughts. Eligible communities are those that do not receive water from an urban water supplier, defined as suppliers that provide drinking water with 3,000 connections or more than 3,000 acre-feet per year. Numerous options for potential projects were reviewed, and the District settled on pursuing an application targeting Well #4 and Well #7. This aligns with the intent of the grant program by increasing water supply and improving system redundancy, in addition to other benefits outlined in the application.

The complete proposal is provided as an attachment for the Board's review. The attached Governing Board Resolution, with a vote of approval from the Board, will be included in the application packet.

RECOMMENDATION:

Staff recommends the Board review/approve the Grant application, resolution 23-0515-01 and direct staff to submit the application.

ATTACHMENTS:

Grant Application

Resolution 2023-0515-01

ENVIRONMENTAL IMPACT:

This item is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

FINANCIAL IMPACT:

Applying for funding through the Small Community Drought Relief Program would not impact the District's budget. If awarded, the grant award will bring in \$3,943,320 in external funding to support the rehabilitation of Well #4 and Well #7. There is no local match requirement for the grant program.



May xx, 2023

California Department of Water Resources
Division of Regional Assistance South Central Region Office
691 N. Laverne Avenue, Suite 104
Fresno, CA 93727
Attn: Alena Misaghi

RE: Small Community Drought Relief Grant Program

Dear Ms. Misaghi,

On behalf of the Del Paso Manor Water District's Board of Directors and our customers, we would like to thank you for the opportunity to submit the following grant application pursuant to the Small Community Drought Relief Program. The District is seeking \$3,943,320 in program funding that will be used to support the rehabilitation and updating of two aging ground water wells, which are 72 and 67 years old respectively. The ability to fund this project will improve operational efficiencies through the automation and integration of both wells, which in turn, will significantly enhance the reliability and resiliency of the District's water system and our ability to provide our customers with a dependable and safe source of potable water.

Please contact me at victoria@delpasomanor.org or at (916-487-0419) if you have any questions or need further information concerning this matter.

Sincerely,

Victoria Hoppe
Acting General Manager
Del Paso Manor Water District

- c. Ryan Saunders, President, Del Paso Manor Water District
Alan Driscoll, P.G., Project Manager, Forsgen Engineering

Attachment 1, Part I – Application Cover Sheet

Application for Small Community Drought Relief Program pursuant to Budget Act of 2021

The Del Paso Manor Water District

(Exact legal name of local entity applying for the grant)

CA3410007

(PWSID)

Of 1817 Maryal Drive Suite. 300, Sacramento, CA 95864

(Mailing address of local entity)

Of the County of Sacramento, State of California, does hereby apply to the California Department of Water Resources for a grant in the amount of **\$3,943,320**. For the following project under the Small Community Drought Relief Program:

Del Paso Manor Water District Well #4 and Well #7 Rehabilitation Project

(Specify project title)

By _____ Date _____
(Signature of authorized representative)

Victoria Hoppe

(Print or type name of authorized representative)

Acting General Manager

(Title)

Telephone (916) 487-0419 E-mail victoria@delpasomanorwd.org

Brief Proposal Description:

The Del Paso Manor Water District Well #4 and Well #7 Rehabilitation Project (the Project) includes, but limited to, assessing the overall condition of individual wells, rehabilitating, repairing, or sleeving the well casing based on the condition assessment, replacing the existing well pump, removing an existing hydropneumatics tank, integrating both wells with the District's Supervisory Control and Data Acquisition (SCADA) system; installing automated variable frequency drives and safety equipment, connecting a direct discharge line to the sewer, and improving the wellhead and site drainage. In addition, the well head for Well #7 will be elevated from its' underground vault housing to the surface, constructing a new wellhouse with a chemical storage area and safety equipment, connecting a direct discharge line from the well to the sewer, and improving the wellhead, site drainage and fencing.

Attachment 1, Part II – Applicant's Representatives

Project Name Del Paso Manor Water District Well #4 and #7 Rehabilitation Project

Primary Project Contact

Name Victoria Hoppe Title Acting General Manager

Address 1817 Maryal Drive Ste. 300, Sacramento, CA 95864

Telephone (916) 487-0419 FAX (916) 487-8534

E-mail victoria@delpasomanorwd.org

Alternate Project Contact

Name Victoria Hoppe Title Project Director

Address 1817 Maryal Drive Ste. 300, Sacramento, CA 95864

Telephone (916) 487-0419 FAX (916) 487-8534

E-mail victoria@delpasomanorwd.org

Alternate Project Contact (If Applicable)

Name Alan Driscoll, P.G., Forsgren Engineering Title Project Manager

Address 3110 Gold Canal Drive, Suite C, Rancho Cordova, CA 95670

Telephone (916) 638-1119 FAX (916) 638-1129

E-mail adriscoll@forsgren.com

Type of Organization: Water District
(city, county, water district, non-profit, etc.)

Attach a copy of the applicant's charter and the names and titles of its officers.

FORMATION OF DEL PASO MANOR
COUNTY WATER DISTRICT

REPORT OF THE BOUNDARY COMMISSION OF SACRAMENTO COUNTY
STATE OF CALIFORNIA.

TO: THE BOARD OF SUPERVISORS
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

WHEREAS, within thirty days last passed there was filed with and submitted to this Boundary Commission for its consideration, report and recommendation an uncirculated proposal and petition in the form hereto annexed, requesting that certain territory described in said proposal and petition be formed in a COUNTY WATER DISTRICT, Pursuant to Division 12, of the Water Code of the State of California to be known as DEL PASO MANOR COUNTY WATER DISTRICT; and

WHEREAS, said proposal and petition has been given due consideration by this Boundary Commission; and

WHEREAS, this Boundary Commission has compared the boundaries of said territory proposed to be formed with the boundaries of other Districts and Public Bodies in Sacramento County and has considered other factors with respect to the Public interest that would result from the formation of said proposed territory having said proposed boundaries; and

WHEREAS, this Commission finds that if said territory is formed into a COUNTY WATER DISTRICT within said proposed boundaries such formation would not result in any overlapping or conflicting boundaries with any other District or Public Body legally formed in Sacramento County:

NOW THEREFORE, the Boundary Commission of the County of Sacramento hereby reports and recommends to the Board of Supervisors of the County of Sacramento, that if in the judgement of said Board of Supervisors said territory should be formed into a COUNTY WATER DISTRICT, then and in that event, such territory be formed having the said boundaries as submitted to this Boundary Commission.

The above report is hereby duly adopted by the Boundary Commission of Sacramento County, State of California, on the 3rd day of May, 1954, by the following vote, to-wit:

AYES: COMMISSIONERS,

Harry M. Wood, Assessor

J. H. Hastings, Auditor

A. L. Kiefer, Engineer

Charles W. Beterding, County Executive

Jas. R. Carlick, Chairman

NOES: COMMISSIONERS None

ABSENT: COMMISSIONERS None

Jas. R. Carlick

CHAIRMAN OF THE BOUNDARY COMMISSION

(SEAL)

ATTEST: C. C. LaRUE
COUNTY CLERK

BY Wm. H. Dick
W. H. DICK
DEPUTY CLERK

ENDORSED:

FILED MAY 3 - 1954

O. C. LaRUE, Clerk
W. H. Dick
DEPUTY



Del Paso Manor Water District

DPMWD Board of Directors

1. Ryan Saunders – President of the Board
2. Carl Dolk – Vice President of the Board
3. Robert Matteoli – Director
4. Gwynne Pratt – Director
5. David Ross – Director

Attachment I, Part III – Summary of Project Costs

Provide a summary of the financing information about the proposed project, including cost share (if applicable).

		<u>% of Total Cost</u>
Total Cost of Project:	<u>\$ 3,943,320</u>	
Amount Requested:	<u>\$ 3,943,320</u>	<u>100%</u>
Amount of Cost Share ⁽¹⁾ :	<u>\$ 0</u>	<u> </u>
Amount of Federal Contribution:	<u>\$ 0</u>	<u> </u>
In-kind Contributions:	<u>\$ 0</u>	<u> </u>
Amount to be Funded by Other Sources: (Describe below in table.)	<u>\$ 0</u>	<u> </u>

Sources of funds from partner agencies for this project, if applicable:

Amount	Name of Source	Status of Funds ⁽²⁾
\$0	NA	NA
\$0	NA	NA
\$0	NA	NA
\$0	NA	NA
Total: \$0		

Is the project entirely benefiting a Disadvantaged Community (DAC) or a Severely Disadvantaged Community (SDAC)? (Y/N): No

If the project is partially benefiting DAC or SDAC, provide the percentage of grant funds to directly benefit a DAC or SDAC: No

Additional explanation, if necessary:

Notes:

⁽¹⁾ No cost share is required; however, grantees are required to show cost share (e.g., federal, local, or other funds) if an awarded project costs more than the grant amount.

⁽²⁾ Identify the current status of funds: available, planned/budgeted, awarded, or pending.

Attachment 2 – Project Proposal, Tasks, and Budget

Applicants are required to submit a project proposal with a detailed task breakdown to complete the Small Community Drought Relief Program grant application. The proposal should provide detailed descriptions, discussion, and documentation for each of the proposal sections listed below. The proposal should describe the tasks that will be undertaken to implement the project and include a budget and schedule that support and are consistent with the identified tasks.

The level of detail must be sufficient to allow reviewers to understand the level of effort of the work being performed and to relate the proposed work to the budget so that the cost estimates can be substantiated. Page limits and character limits are not specified. The applicant should determine the level of detail required to convey how the proposed project meets the objectives and requirements outlined in the Guidelines.

The project proposal must include the following items, with at least as much detail as specified in the descriptions below.

1. Title of Project

Provide the title of the project. The title must be descriptive and provide an idea of what the project is meant to achieve.

- ***The Del Paso Manor Water District Well #4 and Well #7 Rehabilitation Project***

2. Project Management

Provide the name, contact information, and description of qualifications of the following persons associated with the project. The roles of key personnel must be clearly defined. Key personnel associated with the project must have sufficient expertise to complete the project, and evidence of competence in the proposed area of work must be provided.

Project Director: Responsible for executing the grant agreement and any amendments and approving invoices for the applicant. Persons that are subcontractors to be paid with the grant funds cannot be listed as the Project Director.

Victoria Hoppe, Acting General Manager
Del Paso Manor Water District
1817 Maryal Drive Ste. 300, Sacramento, CA 95864
Telephone: (916) 487-0419 FAX: (916)-487-8534
Email: victoria@delpasomanorwd.org

As Acting General Manager, Ms. Hoppe serves as the Chief Administrative Officer for the District and is responsible for planning, organizing, directing and reviewing all administrative activities and operations of the District, advises and assists the Board, and represents the Districts' interests at local, regional state, and federal levels. Other duties and responsibilities include, but not limited to, full charge and control of maintenance, operations, construction of the water works capital improvements and water works related systems of the District, has the full power and authority regarding District personnel, manages outsourced functions and associated contracts such as payroll, information, engineering, and project management, as well as other tasks that may be assigned by the Board.

Project Manager: Day-to-day contact from the applicant, agency, or organization.

Alan Driscoll, Project Manager

P.G., Forsgren Engineering

3110 Gold Canal Drive, Suite C, Rancho Cordova, CA 95670

Telephone: (916) 638-1119 FAX: (916) 638-1129

Email: adriscoll@forsgren.com

Mr. Driscoll brings 35 years of experience in managing infrastructure, environmental, and natural resources projects, with more than 20 of those years in California with Forsgren. He fosters open and frequent communication with project stakeholders, embracing the concept that a successful project is one in which everybody wins. Mr. Driscoll specializes in the management of resources to solve problems and build projects. His multidisciplinary construction, scientific, and engineering experience has cultivated his ability to bring the best resources and technologies to bear to deliver cost-effective solutions to his clients. Mr. Driscoll manages Forsgren's Sacramento office.

Brian Gach, P.E., Forsgren Engineering, Assistant Project Manager

3110 Gold Canal Drive, Suite C, Rancho Cordova, CA 95670

Telephone: (916) 638-1119 FAX: (916) 638-1129

Email: bgach@forsgren.com

Mr. Gach has planned, permitted, modeled, designed, prepared bid and contract documents, managed construction, managed close-out, prepared record drawings, prepared O&M manuals, and managed O&M for a wide range of water infrastructure projects, including pipelines, wells, pump stations, and treatment plants. His hands-on experience with construction, installation and operation of multiple water systems makes him extremely valuable for the inspection of these systems during construction, which makes him just as valuable in designing improvements for these systems.

Other Cooperators:

Forsgren Associates, Inc. (Forsgren), Del Paso Manor Water District's Engineer

Forsgren is a multi-discipline consulting firm providing engineering, environmental, construction management, and program management services from offices across the west. Founded in 1962, Forsgren has been serving its clients for more than half a century, and provides everything needed to conceive, plan, fund, design, permit, construct, operate, and maintain water infrastructure. Forsgren has worked in northern California for more than 30 years. Mr. Driscoll has been Forsgren's lead in this area for the last 20 years and established an office in Rancho Cordova in 2001. From this office Mr. Driscoll and his team have provided a wide range of services for numerous clients, most of whom are water and wastewater utilities.

Patrick Wickman

Mr. Wickman will assist with environmental planning and documentation, as needed. Mr. Wickman has been involved with several District projects over the years and was primarily responsible for developing the mapping used on many of the District's projects. Mr. Wickman is an environmental scientist by trade, and a project manager as well. He is routinely sought after for his ability to compile, organize, analyze, and present information for large, complex, and fast-moving projects. He develops and utilizes a wide variety of project management tools to control schedules and costs on large, complex projects.

3. Scope of Work and Project Description

The Del Paso Manor Water District, located at 1817 Maryal Drive, Suite 300, Sacramento, CA 95864, is seeking funding to rehabilitate two aging domestic water wells (Wells #4 and Well #7), which are 72 and 67 years old respectively. The Project includes assessing the overall condition of both wells, rehabilitating, repairing, or sleeving the well casing based on the condition assessment, replacing the existing well pump, removing an existing hydropneumatic tank, installing automated variable frequency drives and safety equipment, integrating well controls with the District's Supervisory Control and Data Acquisition (SCADA) system, connecting a direct discharge line to the sewer, and improving the wellhead and site drainage. Well #7 work also includes raising the wellhead from its underground vault housing to the surface, constructing a new wellhouse with a chemical storage area and safety equipment, connecting a direct discharge line from the well to the sewer, and improving the wellhead, site drainage and fencing.

A description of the project location including overlying jurisdiction (city, county, state, or federal land), assessor parcel numbers, property addresses, and the latitude/longitude of the project site. It is suggested to include a project map that shows the project's geographical location and the boundaries of the work.

*Both Wells #4 and #7 are located in Sacramento, California, 95825. Well #4 is located near Lusk Drive between Lone Street and Saint Marks Way on parcel 281-0071-003-00 (Latitude/longitude are 38.36.27.80 north/121.22.26.68 west). Well #7 is located on Butano Drive east of Watt Avenue on parcel 281-0071-003-0000 (Latitude/longitude is 38.36.23.52 north/121.22.50.65 west. **(See Attachment I Project Map/Locations)***

4. Project Objectives

Project goals and objectives should be clearly described, adequately developed, and appropriate to help achieve the stated program objectives. When possible, quantifiable objectives should be proposed. Objectives may be presented in a tabular or bulleted format to aid in the review and presentation of the information.

The proposal should identify if the proposed project meets any of the stated program objectives and to what extent they are met. Describe and provide sufficient documentation to support how the project meets one or more of the program objectives stated in the Guidelines.

Consistent with the intent and objectives contained in the Small Community Drought Relief Program Guidelines, the Project will be used to replace two aging domestic water wells to ensure reliability and resiliency as well as improve the overall efficiency of the District's water supply system through the automation and integration of both wells. The objectives for the Project include:

- *Increase the District's water supply for drinking water, fire protection and emergency use.*
- *Improve redundancy to the District's existing wells.*
- *Improve water quality by rehabilitating and modernizing both wells.*
- *Ensure adequate fire flows and pressures are always maintained.*
- *Address existing safety and compliance issues.*
- *Improve operational efficiency through automation, integration, and improved access.*
- *Decrease stresses on the District's aging distribution system due to pressure surges and limited functioning wells.*
-

5. Task Breakdown

The task breakdown should contain descriptions of all of the tasks necessary to complete the proposed project. The descriptions must contain enough detail to sufficiently explain all the work necessary to complete each task, to demonstrate that the tasks are ready for implementation, to prove that there is a high expectation of successful implementation, and to show that the tasks are consistent with the project schedule and budget. Project tasks may be broken into subtasks for additional clarification of the project components. The task breakdown shall include, at a minimum, the following elements:

- a. Description of the tasks and subtasks required to complete the project.
- b. Identification of the budget and costs associated with each task. Proposed costs should be detailed and specific and should be reasonable for the proposed work.
- c. Schedule for implementing each task, including the start and end date for each task.
- d. Summary of deliverables and reporting tasks, including quarterly progress reports, invoices, a final report, and a post-completion report.

Table 1 includes the various tasks, description of each task, deliverables, project schedule, and the associated costs related to each of the tasks, including Project Administration, Planning, Engineering, and Environmental, Construction and Construction Management.

Table 1 Tasks, Descriptions, Deliverables, and Associated Costs

Del Paso Manor Water District Well #4 and Well#7 Rehabilitation Project Tasks/Descriptions/Deliverables/Schedule/Costs					
Task Name	Description	Deliverable	Start Date	End Date	Budget
Project Administration (5% of construction cost)	Grant reporting tasks, project invoicing, quarterly reporting, grant agreement execution, record retention, project management.	Quarterly progress reports, invoices, final report, post-completion report.	1-Sep-23	1-Jul-25	\$ 164,305
Planning, Engineering, and Environmental (10% of construction cost)	Well condition and safety assessment, review condition report and video, determine rehabilitation requirements, investigate permitting requirements, design improvements, solicit and evaluate contractor bids, recommend contractor.	Environmental assessment, technical reports, engineering design reports, design drawings, specifications, permit documents, contractor bid documents	1-Sep-23	30-Sep-24	\$ 328,610.0
Construction Management (5% of construction cost)	Contractor invoice and schedule review, change order and RFI processing, quality assurance, construction inspection.	Construction inspection reports, invoice reporting, Change Order and RFI responses	1-Oct-24	30-Mar-25	\$164,305.00
Construction	Well condition assessment, mob/demob, bonds/insurance, arc flash assessment, removal of hydro-pneumatic tank, pump to waste, wellhead improvements, electrical and instrumentation, contractor overhead and profit, estimation contingency and escalation allowance.	New building, well, pump, casing, electrical equipment, piping, chemical delivery system, site grading	1-Apr-25	1-May-25	\$ 3,286,100

6. Schedule

Provide a schedule for implementation of the project showing the sequence of tasks and timing. The schedule should be detailed and specific. The schedule must show the start and end dates as well as milestones for each task and should be formatted in a horizontal bar or Gantt chart. The schedule should also illustrate dependencies on preceding tasks by showing appropriate linkages. The schedule must be consistent with the task breakdown and the budget. Assume a realistic start date for your proposed project and anticipate a 2-year performance period. The schedule must indicate readiness to start the project when funding becomes available.

Table 2 depicts the tentative schedule assuming a grant award occurring by August 1, 2023, which would allow the Project to proceed on September 1, 2023. It is anticipated that all identified tasks, including all applicable project close out related work, will be complete by July 1, 2025.

Table 2 Project Schedule

Del Paso Manor Water District Well #4 and Well #7 Rehabilitation Project Schedule																
Task Name	Start Date/End Date	2023				2024				2025						
		Sept	Oct	Nov	Dec	Q1	Q2	Q3	Q4	Jan	Feb	Mar	April	May	June	July
Project Administration	1-Sep-23 to 1-May-25															
Planning, Engineering, and Environmental	1-Sep-23 to 30-Sep-24															
Construction Management	1-Oct-24 to 30-Mar-25															
Construction	1-Oct-2 to 30-Mar-25															
Project Closeout	1-Jun-25 to 1-July-25															

7. Budget

The budget should include a tabular summary of project costs. This section of the proposal should serve as a budget summary section, while the task breakdown should include a detailed explanation of the task item costs and documentation of costs and billing rates.

The tabular cost estimate should be organized by task breakdown and should indicate a funding source for the costs attributed to each task. Subtasks and their relative costs should also be included, if applicable. Consistency with the work items shown in the task breakdown should be apparent. The funding source breakdown included in the budget table should indicate costs from the following types of sources: grant amount requested, cost-share (if applicable), federal contribution, in-kind contributions, and other contributions. A column indicating total project cost should also be included.

Table 3 summarizes the costs associated with Project Administration, Planning, Engineering and Environmental, Construction and Construction Management. An itemized Project Budget is contained in **Attachment II/Project Itemized Budget**.

Table 3 Project Cost Summary

Del Paso Manor Water District Well #4 and Well #7 Rehabilitation Project Cost Summary				
Project Tasks/Phases	Total Cost Per Project Task	Local Funds		Small Community Drought Relief Program
		Amount	Fund Sources	
Project Administration	\$164,305	\$0	None	\$164,305
Planning, Engineering, and Environmental	\$328,610	\$0	None	\$328,610
Construction	\$3,286,100	\$0	None	\$3,286,100
Construction Management	\$164,305	\$0	None	\$164,305
Total Project Cost	\$3,943,320	\$0		\$3,943,320

8. Deliverables

Mandatory grant reporting tasks include the submittal of quarterly progress reports, invoices, a final report, and a post-completion report. Other additional deliverables may be applicable to the project, including technical studies, technical memorandums, and other documents useful for reporting the progress of the project. Provide a discussion of proposed project deliverables, proposed timelines for the deliverables (the schedule may be referenced), and other deliverables, if appropriate to the project.

The initial phase of the Project will involve an assessment/inspection of both Well #4 and Well #7 to confirm the status of current conditions and whether additional work beyond the initial scope of work and supporting preliminary budget is warranted. Both written and video recordings of the assessments will be retained by the Project Manager and District. A review of "as build" and/or other related documents will be conducted based on their availability. During this time the District will be proceeding with the applicable environmental clearance and approvals pursuant to the California Environmental Quality Act.

The Project will then proceed into the design, engineering, and the development of technical specifications that will be used to support a formal Request for Proposals pursuant to the District's procurement policies and procedures. District staff and Project Manager will then request that the District's Board of Directors authorize the District's Executive Director the authority to award a contract with the recommended bidder/contractor.

The Project Manager will then meet with the selected contractor to review the scope of work and to clarify any concerns or questions the contractor may have. The Project Manager will also ensure that all insurance, bonding, permits, and any other pre-construction requirements have been fulfilled by the contractor prior to a formal Notice to Proceed is issued. It is anticipated that the formal solicitation of bids, award of a contract, and Notice to Proceed will occur by April 30, 2024.

Once the Notice to Proceed has been issued the work of rehabilitating both Well #4 and Well #7 will proceed. During this period the Project Manager will retain and provide the District with copies of inspection reports, review and recommend approval of invoices, change orders as well as respond to any Requests for Information submitted by the Contractor. It is anticipated, based on the current schedule, that construction/rehabilitation related work will occur between May 1, 2024 and September 30, 2024.

Once construction/rehabilitation work has been completed, and applicable systems successfully integrated and tested, the Project Manager will proceed with closing out the Project, including but not limited to, review and recommendations regarding change orders, final payments, warranties, documentation of work performed, and any reporting requirements associated with the Small Community Drought Program.

Attachment II

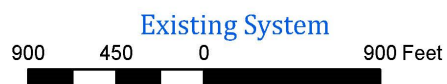
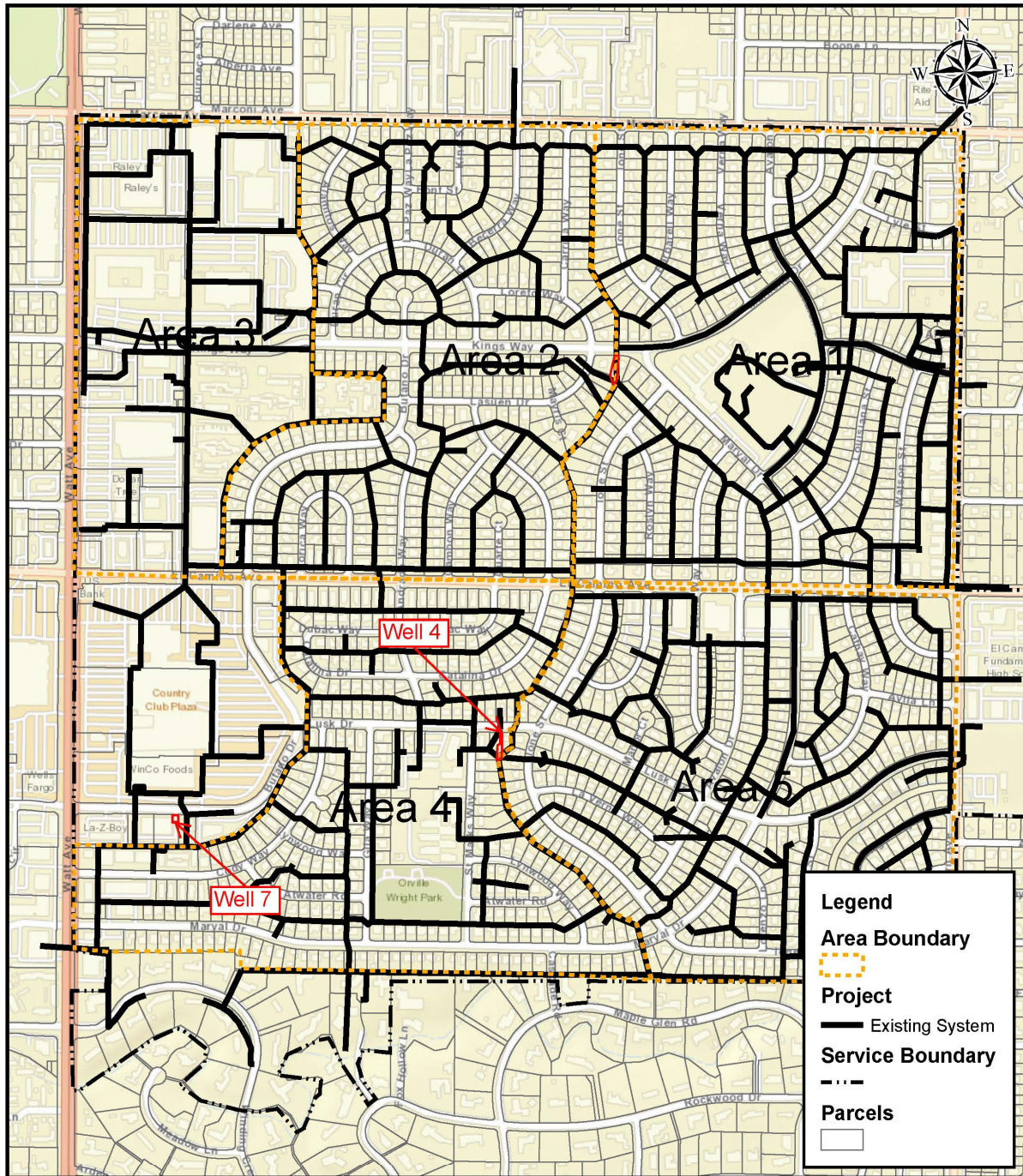
Del Paso Manor Water District

Well #4 and Well #7 Itemized and Combined Cost Estimates

Well #4 Rehabilitation Itemized Costs						Well #7 Rehabilitation Itemized/Costs					
Item	Description	Unit	Quantity	Unit Cost	Total Cost	Item	Description	Unit	Quantity	Unit Cost	Total Cost
General						General					
1	Mob/Demob	LS	1	\$25,000	\$25,000	1	Mob/Demob	LS	1	\$90,000	\$90,000
2	Bonds and Insurance	LS	1	\$25,000	\$25,000	2	Bonds and Insurance	LS	1	\$70,000	\$70,000
Materials						Materials					
3	Arc flash hazard assessment	EA	1	\$6,300	\$6,300	3	Well Condition Assessment	EA	1	\$20,000	\$20,000
4	Well condition assessment	EA	1	\$50,400	\$50,400	4	Site Grading	EA	1	\$90,000	\$90,000
5	Remove hydro-pneumatic tank and install VFD controls	EA	1	\$80,000	\$80,000	5	Fencing	EA	1	\$40,000	\$40,000
6	Address safety/compliance issues including upgrading pump base/pedestals, move eyewash system for OSHA compliance, add shower system, add secondary containment, chlorination system compliance, repair electrical cables, signage.	EA	1	\$37,800	\$37,800	6	Pump and above ground piping	EA	1	\$140,000	\$140,000
7	Install pump to waste	EA	1	\$70,000	\$70,000	7	Well house slab and new CMU Building	EA	1	\$250,000	\$250,000
8	Wellhead piping and civil site grading improvements	EA	1	\$20,000	\$20,000	8	Paint sealing HVAC plumbing	EA	1	\$140,000	\$140,000
9	Electrical wiring, lighting, panels	LS	1	\$50,000	\$50,000	9	Backup Generator	EA	1	\$225,000	\$225,000
10	MCC, Control panels, and PLC	EA	1	\$100,000	\$100,000	10	Electrical wiring, lighting, panels	EA	1	\$250,000	\$250,000
11	Instrumentation and Programming	LS	1	\$50,000	\$50,000	11	MCC, Control panels, and PLC	EA	1	\$200,000	\$200,000
12	Subtotal				\$514,500	12	Instrumentation and Programming	LS	1	\$70,000	\$70,000
13	Contractor OH&P			20%	\$102,900	13	Subtotal				\$1,585,000
14	Construction Contingency			25%	\$128,700	14	Contractor OH&P			20%	\$317,000
15	Escalation Allowance			10%	\$51,500	15	Construction Contingency			25%	\$396,300
16	Total Construction Cost				\$797,600	16	Escalation Allowance			12%	\$190,200
17	Engineering, CM, and Admin			20%	\$159,520	17	Total Construction Cost				\$2,488,500
18	Total Project Cost				\$957,120	18	Engineering, CM, and Admin			20%	\$497,700
						19	Total Project Cost				\$2,986,200

Well #4 and #7 Combined Costs	
General	\$210,000
Construction	\$1,889,500
Overhead and Contingencies	\$1,186,600
Engineering, construction management, and Administrative Costs	\$657,220
Total Project Costs/Well #4 and 7	\$3,943,320

Attachment I
Project Area Map/Well #4 and Well #7 Locations



FORSGREN
Associates Inc.

September 2022

Information as displayed on map is for Planning Purposes only. The data is approximate in terms of content and location and has been sourced from local, state, and national government agencies. Please contact Forsgren Associates Inc. with questions

RESOLUTION NO. 23-0515-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE DEL PASO MANOR WATER DISTRICT WELL #4 AND WELL #7 REHABILITATION PROJECT

WHEREAS, Del Paso Manor Water District proposes to implement the Del Paso Manor Water District Well #4 and Well #7 Rehabilitation Project;

WHEREAS, the Del Paso Manor Water District Well #4 and Well #7 Rehabilitation Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, Del Paso Manor Water District has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Del Paso Manor Water District intends to apply for grant funding from the California Department of Water Resources for the Del Paso Manor Water District Well #4 and Well #7 Rehabilitation Project;

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25), the [Agency Name] [Title of Authorized Representative], or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions as necessary or appropriate to obtain grant funding.

2. The Del Paso Manor Water District General Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

3. The Del Paso Manor Water District General Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Del Paso Manor Water District at the meeting held on May 15, 2023, motion by [member name] and seconded by [member name], motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ryan Saunders, President
Board of Directors

ATTEST:

Victoria Hoppe, Acting General Manager

2364797.1 14685.001

ITEM #8.C

Renne Public Policy Group (RPPG) Service Agreement

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: May 15, 2023

AGENDA ITEM NO. 8.C

SUBJECT: Renne Public Policy Group (RPPG) Service Agreement

STAFF CONTACT:

Victoria Hoppe, Acting General Manager

BACKGROUND:

On May 16, 2022 the Board of Directors approved resolution 22-0516-1 authorizing the General Manager to enter into a consultant services contract with Renne Public Policy Group (RPPG) for grant writing services, in an amount not to exceed (NTE) \$36,000.

The service agreement will expire this month. RPPG has provided an updated service agreement with 2 options for the board to consider.

Option 1: Monthly Retainer Agreement - NTE amount of \$36,000 (\$3000/month)

Option 2: Per-Project Fee Schedule – Tiered rate structure

RECOMMENDATION:

Staff recommends the Board review the updated service agreement options and direct staff as appropriate.

ATTACHMENTS:

Renne Public Policy Group (RPPG) Quote for Services

ENVIRONMENTAL IMPACT:

This item is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

FINANCIAL IMPACT:

The financial impact would depend on the direction of the board.

Option #1: Monthly Retainer Agreement

Retainer	\$3,000 per month	(\$36,000 in a calendar year)
-----------------	-------------------	-------------------------------

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

Option #2: Per-Project Fee Schedule

A per-project fee schedule would be billed based on the level of usage for the service, with a tiered rate structure based on the amount of funding requested that will be billed upon submission of a grant application.

Tier	Amount of Funding Request	Per-Grant Fee
1	Letters of Intent/Inquiry (standalone) or grants worth \$10,000 and below	\$800
2	\$10,001 to \$50,000	\$4,000
3	\$50,001 to \$200,000	\$5,000
4	\$200,001 to \$499,999	\$6,000
5	\$500,000 to \$1,500,000	\$7,000
6	\$1,500,001 to \$5,000,000	\$8,000
7	\$5,000,001 to \$10,000,000	\$10,000
8	\$10,000,001 or higher	\$12,000

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

ITEM #8.D

*Review, Discuss and Potential Amendment to the Job Description for
General Manager*

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: May 15, 2023

AGENDA ITEM NO. 8.D

SUBJECT: Review, Discuss and Potential Amendment to the Job Description for General Manager

STAFF CONTACT:

Victoria Hoppe, Acting General Manager

BACKGROUND:

On April 17, 2023, President Saunders appointed an Ad Hoc committee to provide recommendation on the recruitment for General Manager. At the May 01, 2023 board meeting the Board of Directors approved the draft announcement to post for the General Manager job opening. During this time, the Board requested an amendment to the General Manager job description be agendized for the Board to discuss at the 5/15/2023 meeting.

RECOMMENDATION:

Staff recommends reviewing and discussing the current/approved and updated draft job descriptions for General Manager and selecting from the following options: (1) Approving Resolution 23-0515-02 as written; or, (2) Approving Resolution 23-0515-02 with further modifications; or, (3) Selecting an alternative path forward and directing staff accordingly.

ATTACHMENTS:

Current General Manager Job Description
Updated DRAFT General Manager Job Description
Resolution 23-0515-02

ENVIRONMENTAL IMPACT:

This item is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

FINANCIAL IMPACT:

This update has no direct fiscal impact on the District.

Job Description

Under broad policy and general administrative direction from the Board of Directors (“the Board”), the General Manager plans, organizes, directs and reviews the overall administrative activities and operations of the District; provides advice and assists the Board; and represents the District’s interests at local, regional, state, and federal levels. The position is employed under contract as the General Manager for the District, which is the highest-level position in the organization. This position reviews budget requests, makes recommendations to the board on final expenditure levels, and is responsible for employer-employee relations.

Broad Duties

The broad duties of the General Manager are set forth in the California Water Code as follows:

Section 30580

The General Manager shall:

- (a) Have full charge and control of the maintenance, operation, and construction of the water works or water-works system of the District.
- (b) Have full power and authority to employ and discharge all employees at pleasure.
- (c) Prescribe the duties of employees.
- (d) Fix and alter the compensation of employees subject to approval by the Board.

Section 30581

The General Manager shall also:

- (a) Perform other duties imposed by the Board.
- (b) Report to the Board in accordance with the rules and regulations as it adopts.

Essential Duties and Responsibilities

The following duties are typical for this position. Depending upon the assignment, the position may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices. The Board retains the right to add, remove, or change duties at any time. This position is full time and

requires a minimum of forty (40) hours of work per week performing District duties. Attendance at all District board and committee meetings is required.

- Serve as the Chief Administrative Officer for the District.
- Perform as the District Incident Manager when Emergency Response Plan is implemented.
- Serve as the District's spokesperson to the media, general public, and ratepayers after consultation with the Board of Directors and general counsel.
- Effectively represent the District and its interests with federal, state and local agencies and elected officials, other special districts, professional groups, and the public.
- Responsible for the District's Conservation Program, including performing audits as necessary.
- Direct projects, programs, grants, and contracts.
- Prepare leases and agreements with other agencies.
- Responsible for the safety and security of all District owned and leased properties including all equipment.
- Comply with District, local, state and federal regulations, work with consultants on regulatory and compliance requirements; provide advice/consultation regarding legislation to the District and Board.

Personnel

- Budget and approve the appointment of personnel.
- Assume responsibility for District personnel matters, including employment procedures, grievances, classification, compensation, and employer-employee relations.
- Provide leadership and guidance to all District employees.
- Provide coverage for the job duties of employees when they are on vacation or sick leave.
- Mentor, supervise, train, discipline, and evaluate the performance of direct reports.
- Maintain awareness of operation practices and recommend changes which increase the efficiency and economy of District operations.
- Confer with outside legal counsel on legal and regulatory issues affecting the District.
- Establish and maintain cooperative working relationships with co-workers, the Board, outside agencies, and the public.
- Manage in-house and outsourced functions: Payroll, Information Technology, Engineering, and others, as needed.
- Prepare payroll data, reports, and review timecards.

Board of Directors

- Attend District Board and committee meetings; present reports and agenda items regarding District programs.

- Represent the District as Secretary of the Board, (if so appointed), and serve on committees as appointed.
- Direct the development, implementation and enforcement of District goals, objectives, policies, regulations, and procedures; approve new or modified programs, systems, and administrative/personnel policies and procedures.
- Coordinate District activities with outside agencies and organizations.
- Provide consultation, advice, and recommendations for the Board's consideration and adoption; provide staff assistance to the Board.
- Direct and oversee the development of Board agendas.
- Research, prepare, and present technical and administrative reports and studies to the Board and a variety of committees and the public; prepare written correspondence.

Financial Management

- Maintain a documented system of accounting and operations policies and Standard Operating Procedures.
- Design and implement an organizational structure adequate for achieving the District's goals and objectives.
- Direct and oversee the development, presentation, and administration of the District budget; make recommendations to the Board on final expenditure levels.
- Prepare and review District contracts, leases, and agreements with vendors and other agencies, along with other legal and financial documents.
- Countersign all contracts, leases, and agreements as Secretary of the Board, (if so appointed), after review of District counsel, Board approval, and signature of the Board President.
- Prepare monthly/quarterly reports to government agencies as required.
- Issue timely and complete financial statements, reports, and budgets.
- Responsible for annual audit and compliance duties.

Qualifications

Knowledge of:

- Public water system operations.
- Principles, methods, techniques, and objectives of public administration.
- Planning, organizing, directing, and supervising the operations of a Special District.
- Policies, procedures, rules, regulations, and methods of enforcement.
- Principles and practices of leadership, motivation, team building, and conflict resolution.
- Federal, state, county, and local regulatory compliance.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Principles and practices of safety and risk management.
- Project management, budget principles, and fiscal controls.
- Cost estimating, contract administration, research, and evaluation methods.
- Public personnel administration, labor relations, and employer-employee relations.

Ability to:

- Plan, organize, coordinate, and direct District's operations to achieve efficiency and meet program goals.
- Exercise leadership, authority, and supervision tactfully and effectively.
- Exercise good judgment.
- Administer a District budget and fiscal control process.
- Evaluate and make recommendations on improvements to existing District operations, programs, and services.
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- Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, programs, and policies.
- Effectively represent the District with the public, community groups, contractors, and other organizations.
- Establish and maintain cooperative working relationships.
- Operate a variety of standard office equipment, telephone, personal computer, and software applications for word processing, graphic presentations, spreadsheets, and other job-related software.

Education, Experience and Certification

Required:

- A Bachelor's Degree from an accredited college or university with major course work in Business, Public Administration, Engineering or a closely related field.
- Five years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Three years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Three years of managerial experience in a public agency.

NOTE: *This position requires passing a background check and drug test prior to start date.*

Desirable: Any equivalent combination of education and experience which provides the knowledge and abilities necessary to perform the work – for example:

- Master's Degree (MBA/MPA) from an accredited college or university in Business, Public Administration, Engineering or a closely-related field.
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- Three or more years of managerial experience in a water agency highly desirable.

Licenses:

- Possess a valid State of California Class C driver's license.
- Proof of good driving record as evidenced by absence of multiple or serious traffic violations or accidents for at least two years prior to application.
- Water Treatment and/or Distribution Operator License (State of California) Level II must be obtained within 2 years after date of hire.

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NOTE: The specific statements shown in each section of this job description are not intended to be all inclusive.

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Physical Requirements

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- Certain areas may require the use of personal protective equipment such as hard hats, safety glasses, and hearing protection.
- May be both indoors and outdoors in all weather conditions with exposure to dust, dirt, water, and significant temperature changes between cold and heat; on various types of terrain and footing which may be slippery or uneven; around moving objects or vehicles; in small/tight spaces.
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- Perform field work on as-needed basis.

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Qualifications

Knowledge of:

- Public water system operations.
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May be around machinery with moving parts or stationary equipment; near hazardous chemicals; exposed to fumes/smoke/gases. [d](#)

S.

RESOLUTION NO. 23-0515-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
DEL PASO MANOR WATER DISTRICT
AMENDING THE GENERAL MANAGER JOB DESCRIPTION**

WHEREAS, the District is actively recruiting a General Manager; and,

WHEREAS, the Board has discussed the matter and determined that the right candidate should be considered, regardless of whether they have obtained a Bachelor's Degree; and,

WHEREAS, since no individual Board Secretary is employed by the District, the General Manager must be capable of serving as Board Secretary; and,

WHEREAS, due to the District's limited field staff and the challenges of maintaining basic operations absent any field staff, the Board has agreed that the General Manager should be able to provide Field Work support on an as-needed basis; and,

WHEREAS, the Board finds that the General Manager position, as the sole executive officer of the District, is sufficiently sensitive and independent as to require that an applicant who has been offered the position of General Manager be tested for drug abuse in accordance with California state law prior to being appointed to the position of General Manager; and,

WHEREAS, the District wishes to amend the General Manager Job Description to remove the requirement for a Bachelor's Degree and incorporate the duties of serving as Board Secretary and providing Field Work support on an as-needed basis.

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

1. The Board of Directors does hereby find that the foregoing recitals are true and correct and hereby incorporates them into its findings.

2. Amendment to the Job Description

The General Manager Job Description is hereby amended to read:

Job Description

Under broad policy and general administrative direction from the Board of Directors (“the Board”), the General Manager plans, organizes, directs and reviews the overall administrative activities and operations of the District; provides advice and assists the Board; and represents the District’s interests at local, regional, state, and federal levels. The position is employed under contract as the General Manager for the District, which is the highest-level position in the organization. This position reviews budget requests, makes recommendations to the board on final expenditure levels, and is responsible for employer-employee relations.

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Qualifications

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- May be both indoors and outdoors in all weather conditions with exposure to dust, dirt, water, and significant temperature changes between cold and heat; on various types of terrain and footing which may be slippery or uneven; around moving objects or vehicles; in small/tight spaces.
- May be around machinery with moving parts or stationary equipment; near hazardous chemicals; exposed to fumes/smoke/gases.

3. The Board of Directors finds that this action is exempt from the California Environmental Quality Act because it is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Manor Water District at a regular meeting held on the 15th day of May, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Ryan Saunders, President Board of Directors

Victoria Hoppe, Acting General Manager

ITEM #8.E

Correction to the 2023/2024 Approved CIP Budget Total

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: May 15, 2023

AGENDA ITEM NO. 8.E

SUBJECT: Correction to the 2023/2024 Approved CIP Budget Total

STAFF CONTACT:

Victoria Hoppe, Acting General Manager

BACKGROUND:

At the May 01, 2023 meeting, the Board of Directors reviewed the draft 2023/2024 O&M and CIP budget and passed it unanimously. Staff has identified a calculation error on the CIP budget. The original amount approved was \$1,745,000. An adjustment of an additional \$50,000 is required to reflect the actual total of the budget. Please note, no proposed amounts have been changed. The final amount for the 2023/2024 budget should be \$1,795,000.

RECOMMENDATION:

Staff recommends approving the calculation adjustment of \$50,000 for a final total of \$1,795,000 on the 2023/2024 approved CIP budget.

ATTACHMENTS:

CIP Budget Approved May 01, 2023

DRAFT Adjusted CIP Budget

ENVIRONMENTAL IMPACT:

This item is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

FINANCIAL IMPACT:

This update has no direct fiscal impact on the District.

FY 23/24 Budget
Approved May 01, 2023

				Proposed	Actual	% of Budget	Proposed	Actual	% of Budget
Del Paso Manor Water District Capital Improvement Projects (CIP) Budget Worksheet				2022/2023	2022/2023	2022/2023	2023/2024	2023/2024	2023/2024
	Summary	Sub-Code	2022/2023 Capital Improvement Projects (CIP) Budget						
	Code		Worksheet						
			Income	2022/2023	2022/2023	2022/2023	2023/2024	2023/2024	2023/2024
	4111.00		CIP	\$ 595,035.04			\$ 598,811.20		
			Total CIP	\$ 595,035.04			\$ 598,811.20		
	Summary	Sub-Code	Expenses						
	Code								
				Proposed	Actual	% of Budget	Proposed	Actual	% of Budget
	6760.00		Pipes	2022/2023	2022/2023	2022/2023	2023/2024	2023/2024	2023/2024
		6760.05	Miscellaneous	\$ 50,000.00	\$28,137.00	56.27%	\$50,000.00		
		6760.30	Interties	\$ 300,000.00	\$66,512.00	22.17%			
	6770.00		Wells						
		#2							
		6770.05	New Well/ Well Additions/ Generators	\$ 1,000,000.00	\$18,947.00	1.89%	\$950,000.00		
		#3							
		6770.05	New Well/ Well Additions/ Generators						
		#4							
		6770.05	New Well/ Well Additions/ Generators						
		#5							
		6770.05	New Well/ Well Additions/ Generators	\$ -					
		#6B							
		6770.05	New Well/ Well Additions/ Generators				\$50,000.00		
			Fencing		\$14,835.00				
		#7							
		6770.05	New Well/ Well Additions/ Generators		\$1,704.00				
		#8							
		6770.05	New Well/ Well Additions/ Generators	\$ -					
		#9							
		6770.05	New Well/ Well Additions/ Generators	\$ 300,000.00	\$0.00	0.00%	\$360,000.00		
			Buildings						
				\$ -					
			Debt Service						
			Interest Expense + Principal	\$ 325,000.00	\$71,001.00	21.85%	\$325,000.00		
			Equipment						
			2022 Chevrolet 2500		\$76,093.00				
			Board Room A/V System (Terrapin)		\$17,518.00				
			Half Ton Truck				\$60,000.00		
			Total	\$ 1,975,000.00	\$294,747.00	14.92%	\$1,745,000.00		

FY 23/24 Budget

(DRAFT for approval at 5/15/2023 meeting)

				Proposed	Actual	% of Budget
Del Paso Manor Water District Capital Improvement Projects (CIP) Budget Worksheet				2023/2024	2023/2024	2023/2024
	Summary	Sub-Code	2022/2023 Capital Improvement Projects (CIP) Budget			
	Code		Worksheet			
			Income	2023/2024	2023/2024	2023/2024
	4111.00		CIP	\$ 598,811.20		
			Total CIP	\$ 598,811.20		
	Summary	Sub-Code	Expenses			
	Code					
				Proposed	Actual	% of Budget
	6760.00		Pipes	2023/2024	2023/2024	2023/2024
		6760.05	Miscellaneous	\$50,000.00		
		6760.30	Interties			
	6770.00		Wells			
			#2			
		6770.05	New Well/ Well Additions/ Generators	\$950,000.00		
			#3			
		6770.05	New Well/ Well Additions/ Generators			
			#4			
		6770.05	New Well/ Well Additions/ Generators			
			#5			
		6770.05	New Well/ Well Additions/ Generators			
			#6B			
		6770.05	New Well/ Well Additions/ Generators	\$50,000.00		
			Fencing			
			#7			
		6770.05	New Well/ Well Additions/ Generators			
			#8			
		6770.05	New Well/ Well Additions/ Generators			
			#9			
		6770.05	New Well/ Well Additions/ Generators	\$360,000.00		
			Buildings			
			Debt Service			
			Interest Expense + Principal	\$325,000.00		
			Equipment			
			2022 Chevrolet 2500			
			Board Room A/V System (Terrapin)			
			Half Ton Truck	\$60,000.00		
			Total	\$1,795,000.00		

ITEM #8.F

*Regional Government Services (RGS) Agreement for Management and
Administrative Services*

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: May 15, 2023

AGENDA ITEM NO. 8.F

SUBJECT: Regional Government Services (RGS) Agreement for Management and Administrative Services

STAFF CONTACT:

Victoria Hoppe, Acting General Manager

BACKGROUND:

The District currently has an Agreement for Management and Administrative Services with Regional Government Services (RGS) who provide clerk services to assist the District with teleconference meetings and meeting minutes.

The agreement will expire on 06/30/2023. RGS has provided an updated agreement for the board to review. The agreement is for 1 year with an amount not to exceed (NTE) \$30,000

RECOMMENDATION:

Staff recommends the Board approve the Agreement for Management and Administrative Services with an amount NTE \$30,000.

ATTACHMENTS:

Regional Government Services (RGS) Agreement for Management and Administrative Services

ENVIRONMENTAL IMPACT:

This item is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

FINANCIAL IMPACT:

The financial impact would be a NTE amount of \$30,000

RGS Is Committed to Reducing Paper Waste by Use of Electronic Processes

RGS requests your assistance with meeting these waste reduction goals by joining us in the use of digital signature and electronic payment methods during our collaboration to reduce mailing and paper expenses.

As a convenience, RGS offers DocuSign to digitally sign our Agreements, providing a secure and legally binding digital signature process that eliminates the need for printing and distribution of documents.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 1st day of July 2023, by and between the **DEL PASO MANOR WATER DISTRICT**, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. For the avoidance of doubt, however, RGS retains sole control as to assignment of its personnel.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. Term of Agreement and Termination.

- 2.1** Services shall commence on or about July 1, 2023, and this Agreement is anticipated to remain in force to June 30, 2024, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91st) continuous day with no billable service hours. After the ninety-first (91st) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment for services under this Agreement shall not exceed \$30,000 and shall be as provided in the **Exhibits**.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:
- 5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.
- 5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**. Agency confirms that RGS employees are not assuming and are not expected to assume any Agency staff position(s).

5.4 RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)

5.5 Agency shall not have any right to discharge any employee of RGS from RGS employment.

5.6 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. General Liability Coverage. RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and agents.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

6.4.3 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and

with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.

6.4.4 Subcontractors. RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.5 Variation. During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.

6.4.6 Deductibles and Self-Insured Retentions. RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.

6.4.7 Maintenance of Coverages. The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.

6.4.8 Notice of Cancellation or Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Reporting Requirements. If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

7.4 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

7.5 Licenses and Permits. RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and

warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 8.3 RGS Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.
- 8.4 Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code

Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Sacramento County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, employees and agents ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) ("Retirement Program"), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency's Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency's employees, Agency shall inform RGS within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency's Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: Del Paso Manor Water District
1817 Maryal Drive, Ste. 300
Sacramento, CA 95864

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before

5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____ **Agency**

By: _____
Victoria Hoppe, Acting General Manager

DATED: _____ **Regional Government Services Authority**

By: _____
Sophia Selivanoff, Acting Executive Director

Edits to standard terms:

1. Section 13: Venue changed to Sacramento County
2. Sections 6.4.1 and 17.1: Added Agency's 'agents' to indemnified parties

Exhibit A

Compensation.

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree adjustments to the hourly bill rate shown below for "RGS Staff" will be made on July 1 of each year, when RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Direct Costs.** Agency shall reimburse RGS for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency are not included in the hourly bill rate and, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically.

RGS will reach out to your invoicing contact to establish and provide electronic payment instructions.

However, should you have questions or need other payment options, please contact:

Lindsay Rice, RGSA Accounting Manager
(650) 587-7300X12 | lrice@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Victoria Hoppe, Acting General Manager	victoria@delpasomanorwd.org

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Victoria Hoppe, Acting General Manager	victoria@delpasomanorwd.org

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign RGS employee(s) to serve as the Governance Advisor(s) to the Del Paso Manor Water District (Agency), which may require performing any or all of the functions described below:

1. Provide ongoing professional guidance and assistance to Water District staff ensuring compliance with the Ralph M Brown Act and transparent and effective public meetings. Activities and consultation may include the following as needed:
 - 1.1. Consultation and project support related to public records management, legislative agenda preparation and publication, minute taking and preparation, Public Records Act compliance, public meeting management and related duties.
 - 1.2. Inform and advise the General Manager on the Brown Act compliant conduct and documentation of public meetings
 - 1.3. Review of required documents for compliance with Agency rules, ordinances and guidelines, State codes and Federal statutes
 - 1.4. Be reasonably available to perform services during the normal work week.
 - 1.5. Meet as often as necessary for the purpose of consulting about the Agency's needs and issues, and the scope of work performed.
2. Projects and activities may be modified on request of the Agency. Agency will only be invoiced for the actual hours worked.

ITEM #8.G

Update From Ad Hoc Recommendation for General Manager

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: May 15, 2023

AGENDA ITEM NO. 8.G

SUBJECT: Update From Ad Hoc Recommendation for General Manager

STAFF CONTACT:

Victoria Hoppe, Acting General Manager

BACKGROUND:

On April 17, 2023 President Saunders appoint an Ad Hoc committee to provide recommendations on the recruitment for General Manager.

At the May 1, 2023, the Ad Hoc committee provided their recommendations and received feedback from the Board.

RECOMMENDATION:

Staff recommends the Board allow for an update from the General Manager recruitment Ad Hoc committee.

ATTACHMENTS:

None

ENVIRONMENTAL IMPACT:

This item is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

FINANCIAL IMPACT:

This update has no direct fiscal impact on the District.