

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT

April 7, 2021

A Regular Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, April 7, 2021 at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

President Sanchez called the meeting to order at 9:00 a.m.

2. ROLL CALL

Directors present: Miller, Vásquez (via teleconference), Dorey, Sanchez, and MacKenzie.

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ramae Ogilvie, Administrative Assistant; Don Smith, Director of Water Resources; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; and Marlene Kelleher, Director of Administration. Staff present via teleconference were Lisa Soto, Secretary of the Board and Shallako Goodrick, Finance Supervisor. General Counsel David Cosgrove was also present.

Other attendees: John Ploetz, a member of the public, was present via teleconference.

3. PLEDGE OF ALLEGIANCE

Director Miller led the pledge of allegiance.

4. APPROVAL OF AGENDA

21-04-41	<i>Upon motion by Director Dorey, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors approved the agenda as presented.</i>
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5. ORAL COMMUNICATIONS

Mr. John Ploetz, a member of the public, addressed the Board regarding recent and ongoing illegal dumping on Bluebird Canyon Road near the District's Pechstein Reservoir. He suggested as a deterrent that the District consider installing security cameras and/or posting signage informing the public of the penalties for illegal dumping. Mr. Ploetz said that because this is a somewhat secluded area, he has noticed other questionable activities taking place in this area.

President Sanchez thanked Mr. Ploetz for his comments and stated that the Board is unable to take action on matters not on the agenda, but will direct staff to bring the item back for discussion, and possible action, on a future agenda. General Manager Brett Hodgkiss stated that staff is already looking into ways to improve security at certain District facilities, including Pechstein Reservoir, and will place the item on a future agenda (as a closed session item since it involves infrastructure security).

6. CONSENT CALENDAR

21-04-42 *Upon motion by Director MacKenzie, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors approved the Consent Calendar, including Resolution No. 21-17 approving disbursements.*

A. Acknowledgement of Easements

See staff report attached hereto. Staff recommended and the Board acknowledged existing easements via City of San Marcos TSM 13-001-1 for a 187-lot single-family residential development known as San Marcos Highlands, consisting of approximately 289 gross acres owned by KB Home California LLC, a Delaware limited liability company, located at the northern end of Las Posas Road, San Marcos (LN 2017-018; APNs 182-110-02, -03; 182-111-01; 184-101-35; 184-240-13, -14, -15, -33, -35, -36; 184-241-06, -07, -08 and -09; DIV 5).

B. Minutes of Board of Directors meetings on March 15, 16, and 17, 2021

The minutes of March 15, 16 and 17, 2021 were approved as presented.

C. Resolution ratifying check disbursements

RESOLUTION NO. 21-17

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 66410 through 66622 drawn on Union Bank totaling \$2,627,918.46.

FURTHER RESOLVED that the Board of Directors does hereby authorize the execution of the checks by the appropriate officers of the District.

PASSED AND ADOPTED unanimously by a roll call vote of the Board of Directors of Vista Irrigation District this 7th day of April 2021.

7. DIVISION REPORTS

See staff report attached hereto.

President Sanchez noted an item from the Engineering Division Report regarding recent progress made on the Buena Creek (HB) Reservoir project including paving of the site perimeter and main access road and exterior painting of the reservoir. He asked that staff provide pictures of the work performed at an upcoming Board meeting.

Director of Engineering Randy Whitmann provided clarification regarding The Villages project, a 380 dwelling unit residential subdivision along Country Club Lane, between Nutmeg Street and Pamela Lane, in Escondido. He stated that the project will be served by Rincon del Diablo Water District and the City of Escondido. Mr. Whitmann stated that the District’s Vista Flume and an 18-inch transmission main feeding the Bennett service area, which is being relocated to the public right-of-way, run through the project.

Director of Water Resources Don Smith updated the Board regarding samples that were taken for the Harmful Algal Blooms (HABs) in Lake Henshaw on March 2, 8, 16 and 22; the results for both microcystin and anatoxin-a have been below advisory thresholds since March 8. He stated that the District and City of Escondido are discussing the possibility of releasing water from Lake Henshaw for treatment at the Escondido-Vista Water Treatment Plant by summer.

8. SAN DIEGO COUNTY WATER AUTHORITY REBATE FROM METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RATE CASE LITIGATION

See staff report attached hereto.

Mr. Hodgkiss presented an overview of the item, stating that the San Diego County Water Authority (Water Authority) recently received a \$44.4 million rebate from the Metropolitan Water District of Southern California as the result of rate case litigation between the two agencies. In February 2021, the Water Authority Board of Directors announced its plan to distribute the rebate to its 24 member agencies. The District's pro-rata share of the rebate is \$1,571,006. Mr. Hodgkiss stated that, upon consultation and advice of General Counsel, staff recommends using the full rebate amount to offset the financial impact of Water Authority rate increases over the next five years.

General Counsel Dave Cosgrove reviewed the legal considerations and defensibility of his recommendation to use the rebate to offset future costs of water purchased from the same source from which the rebate was received over a five-year period. The Board expressed concern that if the Water Authority rates continue to increase over the next five years, during which time this rebate will be offsetting those increases, at the end of the five years a larger than usual Water Authority rate increase may be in store for the District's ratepayers. Staff responded that the increase in the sixth year may be more; however, it would be less than if the District were to use the full rebate amount to offset a Water Authority rate increase in a single year.

President Sanchez discussed the importance of letting District's customers know about the rebate and how it is going to be used; the Board agreed. President Sanchez asked that the Board be kept abreast of the communication tools used to inform customers about the use of the rebate. Director MacKenzie suggested developing talking points for customer service staff who may get questions about the rebate.

21-04-43	<i>Upon motion by Director Miller, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors approved the use of the Water Authority rebate amount of \$1,571,006 to offset the financial impact of San Diego County Water Authority rate increases over the next five years.</i>
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9. IDENTITY THEFT PREVENTION PROGRAM

See staff report attached hereto.

Director of Administration Marlene Kelleher stated that the Board adopted the Identity Theft Prevention Program to aid in the detection of patterns, practices and specific forms of activity that could signal possible identity theft, in order to comply with requirements of the Fair and Accurate Credit Transaction Act of 2003 (Act) in 2009. In 2014, the rules were revised to exclude the District from being subject to the requirements of the Act. Ms. Kelleher stated that while the District is no longer subject to the requirements of the Act, it will continue implement identity theft prevention best practices. The Board discussed briefly and received clarification on the matter.

21-04-44 *Upon motion by Director MacKenzie, seconded by Director Dorey, the Board of Directors adopted Resolution 21-18 revising the Rules and Regulations of Vista Irrigation District relative to the Identity Theft Prevention Program, by the following roll call vote:*

AYES: Directors Miller, Vásquez, Dorey, MacKenzie, and Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

A copy of Resolution 21-18 is on file in the official Resolution Book of the District.

10. REQUEST FOR PROPOSAL FOR AUDITING SERVICES

See staff report attached hereto.

Ms. Kelleher presented an overview of the item stating that in January 2021 the Board reviewed and accepted the fiscal year ended June 30, 2020 audited financial statements and audit report of CliftonLarsonAllen LLP, which concluded the final year of their contract. She said that the draft Request for Proposal (RFP) for auditing services was prepared by staff based on the one used in 2016. Ms. Kelleher said that a list of local and regional firms has been compiled; these firms represent a combination of firms that have requested, in writing, to be included in the District's next RFP for auditing services as well as a cross section of firms that have experience auditing local water agencies.

21-04-45 *Upon motion by Director Dorey, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors approved the request for proposal for auditing services for distribution to qualified auditing firms.*

11. AGREEMENT WITH KRONICK MOSKOVITZ TIEDEMANN & GIRARD FOR SPECIAL COUNSEL SERVICES

See staff report attached hereto.

Mr. Hodgkiss recalled that on March 17, 2021 the Board selected Kronick Moskowitz Tiedemann & Girard to serve as Special Counsel for implementation of the San Luis Rey Indian Water Rights Settlement Agreement (Settlement Agreement) and authorized negotiations of an Agreement for Services with the law firm. He stated that he and Director of Water Resources Don Smith have completed negotiations with Principle Attorney Scott Morris and the draft agreement is reflective of directives from the Board and discussions with the Mr. Morris. Mr. Hodgkiss said that staff has discussed tentative plans with Mr. Morris for him and Alternate Attorney, Holly Roberson, to visit the District for three-day orientation culminating with meeting with the Board on April 21, 2021. In addition to meeting with the Board, Mr. Morris and Ms. Roberson would tour the local water system and meet with District and City of Escondido staff and legal counsel to receive background information on the Settlement and review current issues related to implementation of the Settlement Agreement.

The Board discussed the matter briefly and took the following action:

21-04-46 *Upon motion by Director Miller, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors authorized the General Manager to execute an Agreement for Services with Kronick Moskowitz Tiedemann & Girard for Special Counsel Services related to implementation of the San Luis Rey Indian Water Rights Settlement.*

12. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

See staff report attached hereto.

Director Miller reported that several Water Authority committee work plans were adopted for the year. He also reported that a professional services agreement with Brown and Caldwell was approved for design and engineering support for the Crossover Pipeline Interstate 15 Bypass project.

13. MEETINGS AND EVENTS

See staff report attached hereto.

Director MacKenzie reported on her attendance at a meeting of the California Special Districts Association (CSDA) Legislative Committee in which the discussion centered on proposed legislation, most of which is on watch status as amendments are being developed. Director MacKenzie reported that there are several pieces of proposed legislation to amend the Brown Act to allow the continuation of virtual meetings and simplified posting requirements once Governor Newsom's Executive Orders related to the COVID-19 pandemic terminate.

Director MacKenzie reported on her attendance at a meeting of the Special District Leadership Foundation (SDLF) in which a new grant/scholarship for technology updates for smaller agencies was discussed; impending retirements and SDLF leadership going forward were also reviewed. Director MacKenzie also reported on her attendance at a special meeting of the CSDA Finance Corporation to discuss a financing, which has been on the books for six years.

President Sanchez stated that he planned to attend the first day of the upcoming virtual Association of California Water Agencies (ACWA) Conference in May; in reviewing the schedule of events, he noted that one of the keynote speakers is a retired Central Intelligence Agency (CIA) Cyber Security Expert. President Sanchez suggested that this keynote session may be of particular interest to staff currently working on ways to improve the District's security in this area.

Mr. Hodgkiss stated that the Board will be due to renew its Harassment Prevention training (which is required every two years) in November 2021, and staff has begun steps to schedule this training for the Board. He stated that staff has tentatively scheduled Mr. Gordon Graham to conduct the training at 9:00 a.m. on November 2, 2021, pending Board availability; the Board confirmed their availability to receive the training on the aforementioned date at 9:00 a.m. Mr. Hodgkiss said that he would schedule the training and provide the Board with confirmation once the date and time has been secured.

Director Vásquez reported on his attendance at a virtual meeting of the Groundwater Resources Association's California's Groundwater Update 2020 (Bulletin 118). He stated that Bulletin 118 is put out by the California Department of Water Resources and is the State's official publication on the occurrence and nature of groundwater in California. The publication defines the groundwater basin boundaries and summarizes groundwater information for each of the State's ten hydrologic regions.

President Sanchez and Directors MacKenzie and Dorey requested to attend the Vista Historical Society's Hall of Fame induction ceremony on May 15, 2021 in which Director Miller will be honored as an inductee.

21-04-47

Upon motion by Director MacKenzie, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors authorized President Sanchez and Directors MacKenzie and Dorey to attend the Vista Historical Society's Hall of Fame induction ceremony on May 15, 2021.

14. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

Mr. Hodgkiss stated that the District has received a refund from ACWA Joint Powers Insurance Authority (JPIA). An informational item regarding the refund would be on the April 21, 2021 Board agenda, and Mr. David Drake, representing ACWA JPIA, would be in attendance via teleconference.

President Sanchez noted that with the Fiscal Year 2022 budget coming up on the Board agenda he anticipates a Fiscal Policy Committee meeting also on the horizon. He asked that staff contact Fiscal Policy Committee members (Director Miller and himself) with possible dates for the meeting so it can be scheduled.

15. COMMENTS BY DIRECTORS

Director Miller stated that the North County Water Agencies group has resumed meeting (virtually) on Wednesdays before the monthly Water Authority Board meetings at 8:00 a.m. He stated that so far it has been working out without presenting a conflict for him with any Wednesday morning Vista Irrigation District Board meetings. He said the next meeting might be a longer, more in-depth discussion, and he might be late to the Board meeting on April 21, 2021.

President Sanchez said that he has received a few emails either asking for his District's support or opposition to certain legislation, which led him to wonder what the District's policy is for handling such requests. Mr. Hodgkiss responded that many of these requests come in with a short deadline, and staff typically evaluates and responds accordingly; if the Board has discussed and/or expressed interest in a bill, staff notifies the Board of the District's response. He added that there have also been times when the Board has requested that a bill be placed on the agenda for discussion/action (e.g. support, oppose, etc.).

President Sanchez commented on a news article regarding Vice President Harris's visit to Oakland California to promote President Biden's infrastructure bill. Vice President Harris mentioned in her speech the need to invest in clean water programs to which President Sanchez commented that the State of California is extremely active and progressive in the area water quality management.

16. COMMENTS BY GENERAL COUNSEL

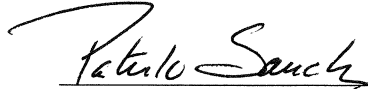
Mr. Cosgrove informed the Board about a case that came out in early March 2021 involving the United States Fish and Wildlife Service and the Sierra Club, which was argued before the Supreme Court of the United States. The case had to do with exclusions under the Freedom of Information Act. The court held that the deliberative process privilege protects in-house draft biological opinions made pre-decision and during deliberation, even if the drafts reflect the agencies' last views about a proposal.

17. COMMENTS BY GENERAL MANAGER

Mr. Hodgkiss pointed out a memo that was provided for the Board regarding the District's service charge adjustment effective July 1, 2021. Mr. Hodgkiss noted that the impact to the average customer will be less than one percent bi-monthly.

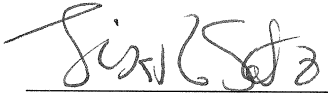
18. ADJOURNMENT

There being no further business to come before the Board, at 10:43 a.m. President Sanchez adjourned the meeting to April 21, 2021 at 9:00 a.m.



Patrick Sanchez, President

ATTEST:



Lisa R. Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Agenda Item: 6.A

Board Meeting Date:	April 7, 2021
Prepared By:	Rob Scholl
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: ACKNOWLEDGEMENT OF EASEMENTS

RECOMMENDATION: Acknowledge existing easements via City of San Marcos TSM 13-001-1 for a 187-lot single-family residential development known as San Marcos Highlands, consisting of approximately 289 gross acres owned by KB Home California LLC, a Delaware limited liability company, located at the northern end of Las Posas Road, San Marcos (LN 2017-018; APNs 182-110-02, -03; 182-111-01; 184-101-35; 184-240-13, -14, -15, -33, -35, -36; 184-241-06, -07, -08 and -09; DIV 5).

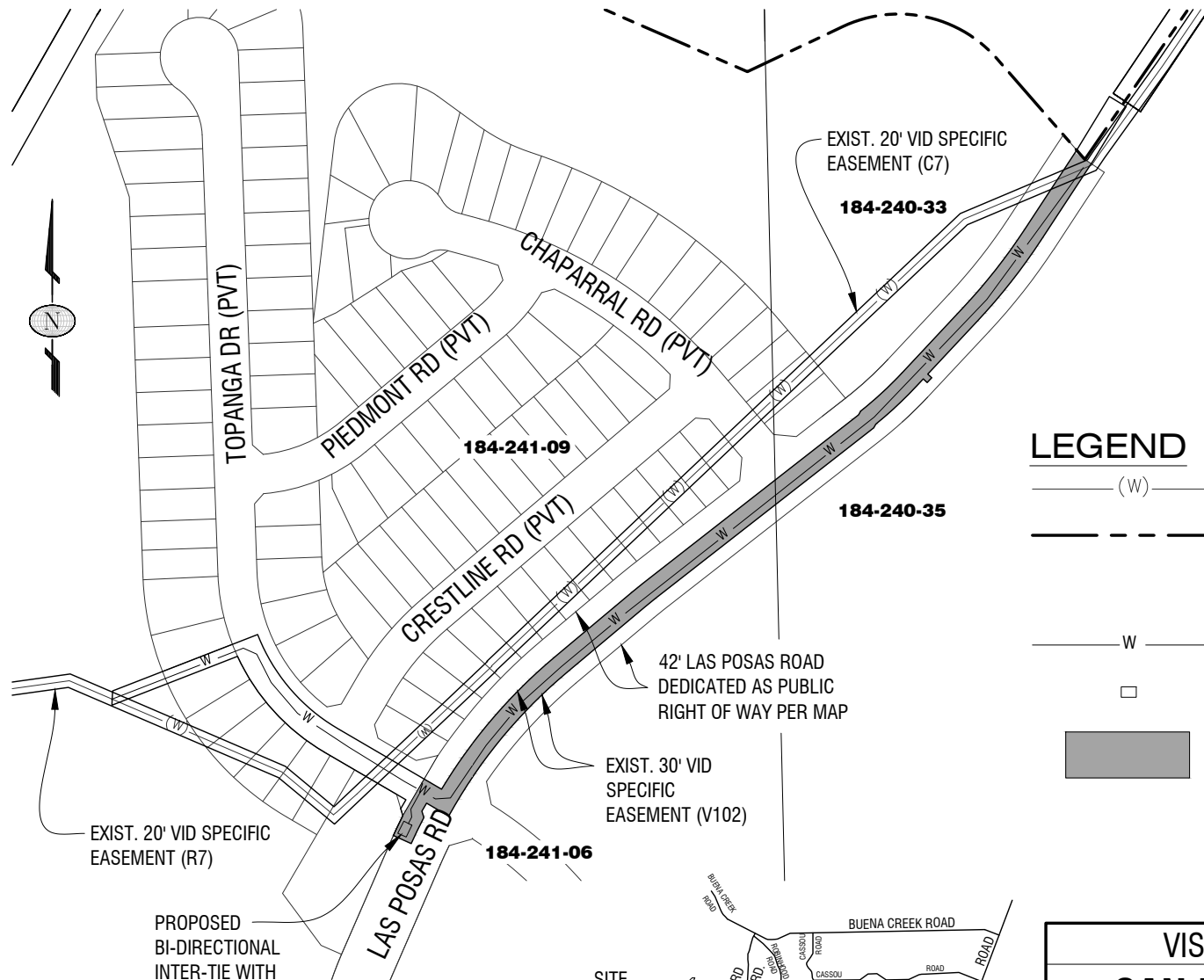
PRIOR BOARD ACTION: On September 18, 2019, the Board adopted Resolution No. 19-27 setting the terms and conditions of detachment for the San Marcos Highlands Reorganization, and on August 19, 2020, adopted Resolution No. 20-23 ordering the final detachment to change Vista Irrigation District boundaries over the project. On September 16, 2020, the Board accepted Grant of Right of Way (V102) for relocated water facilities within the development, and on March 3, 2021, consented to the Grant of Right of Way to Vallecitos Water District over a portion of Specific Easement (V102).

FISCAL IMPACT: None.

SUMMARY: KB Home California LLC is in the process of developing 187 single-family residential lots on approximately 289 acres of unimproved land with a developable area of 66.53 acres at the northern end of Las Posas Road. Vallecitos Water District (Vallecitos) will provide water service to the project. However, the District has an existing 14-inch water line through the development that will be relocated; a new bi-directional intertie with Vallecitos is required. Specific Easements (V102, C7 and R7) for District water facilities currently encumber the property.

As part of the subdivision, the owner is dedicating right-of-way to the City of San Marcos along Las Posas Road that overlaps Specific Easement (V102). The dedication of public right-of-way over a District easement requires acknowledgement by the District in order to allow the owner to record the map with the County Recorder.

ATTACHMENT: Map

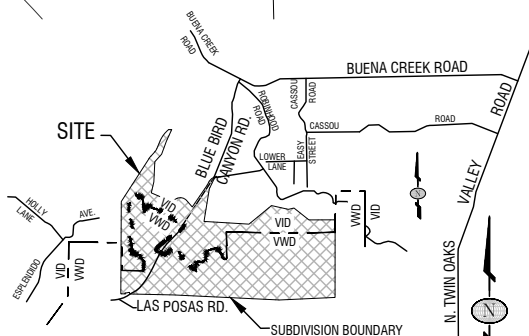


LEGEND

- | | |
|-----------------|--|
| EXISTING | |
| — (W) — | 14" VID WATER MAIN |
| — — — — — | SUBDIVISION BOUNDARY |
| PROPOSED | |
| — W — | 14" VID WATER MAIN |
| □ | VID/ VWD INTERTIE |
| ■ | PORTION OF PROPERTY TO BE DEDICATED FOR PUBLIC ROAD PURPOSES PER PARCEL MAP AFFECTING SPECIFIC EASEMENT NO. (V102) |

PROPOSED BI-DIRECTIONAL INTER-TIE WITH VALLECITOS

OWNER:
 KB HOME
 9915 MIRA MESA BLVD, STE 100
 SAN DIEGO, CA 92131
 CONTACT: JESSE KLEIST



VICINITY MAP

VISTA IRRIGATION DISTRICT		
SAN MARCOS HIGHLANDS		
ACKNOWLEDGEMENT OF EASEMENTS		
APN 184-240-33, -35, 184-241-06, -09		T.B. 1108 D3
SCALE: NONE		L.N. 2017-018
APPD. BY	DATE	W.O.
DRAWN BY JB	DATE 03/26/21	
SHEET 1 of 1	MAP K19	
REVISED: 3/30/21 Jeanette Bradshaw		

Cash Disbursement Report



Payment Dates 3/4/2021 - 3/24/2021

Payment Number	Payment Date	Vendor	Description	Amount
66410-66416	03/10/2021	Refund Checks 66410 - 66416	Customer Refunds	3,392.86
66417-66422	03/10/2021	Refund Checks 66417 - 66422	Customer Refunds	12,191.87
66423	03/10/2021	Airgas USA LLC	Oxygen & Acetylene	498.59
66424	03/10/2021	Amazon Capital Services	Miter Saw Stand	198.65
	03/10/2021		Disposable Respirators, Sun Shade	223.28
	03/10/2021		Footwear Program Boots	194.80
	03/10/2021		Ice Machine Parts	100.98
	03/10/2021		Measuring Wheel	144.89
	03/10/2021		Water Supply Pump - AZ2	205.66
	03/10/2021		Microwave	138.55
	03/10/2021		Retirement Service Award	304.82
66425	03/10/2021	American Water Works Association	AWWA Network Licenses 4/2021 - 3/2022	1,600.00
66426	03/10/2021	Asbury Environmental Services	Disposal of Used Metal Filters	55.00
66427	03/10/2021	Asphalt Zipper Co	Grinding Bits (100)	1,107.80
66428	03/10/2021	Association of State Dam Safety Officials Inc	Membership Dues	55.00
	03/10/2021		Membership Dues	55.00
66429	03/10/2021	AT&T	Data Services	698.93
	03/10/2021		SIP Trunks	457.62
66430	03/10/2021	Basic	Flexible Spending Service/Cobra 02/2021	271.20
66431	03/10/2021	Bennett-Bowen & Lighthouse Inc	Strobe Lamps - Truck 15	198.23
66432	03/10/2021	Boot Barn Inc	Footwear Program (1)	138.01
	03/10/2021		Footwear Program (1)	180.00
	03/10/2021		Footwear Program (1)	138.01
	03/10/2021		Footwear Program (1)	168.36
66433	03/10/2021	Boot World Inc	Footwear Program (3)	540.00
	03/10/2021		Footwear Program (1)	164.84
66434	03/10/2021	Cal Pacific Truck Center LLC	Fuel Filter Housing Part	36.42
66435	03/10/2021	Capstone Fire Management Inc	Rescue Oversight for Entry - Meyers Siphon	1,465.00
66436	03/10/2021	CDW Government Inc	Netgear Wifi Adapter (4)	225.03
	03/10/2021		Keyboards and Mice	72.48
66437	03/10/2021	Cecilia's Safety Service Inc	Traffic Control - York Dr	6,602.50
	03/10/2021		Traffic Control - Hannalei Dr	1,235.00
	03/10/2021		Traffic Control - Eucalyptus Ave/S Citrus Ave	1,710.00
	03/10/2021		Traffic Control - Plumosa Ave	1,150.00

Payment Number	Payment Date	Vendor	Description	Amount
	03/10/2021		Traffic Control - York Dr	4,655.00
66438	03/10/2021	Citi Cards	Retirement Service Award	59.49
	03/10/2021		CA Association of Public Procurement Officials Membership	130.00
	03/10/2021		DocuSign Annual Renewal	300.00
	03/10/2021		Microwave	119.07
	03/10/2021		Kitchen & Building Supplies	389.78
	03/10/2021		Kitchen & Building Supplies	272.80
	03/10/2021		GFI FaxMaker Online Service	12.75
	03/10/2021		Microsoft Basic Office 365 Licenses	18.00
	03/10/2021		Microsoft Service Fee	21.16
	03/10/2021		Employment Advertisement - System Op II	200.00
	03/10/2021		GRAC Registration Virtual Event - R Vasquez	195.00
	03/10/2021		State of Community Virtual Event - R Vasquez	25.00
	03/10/2021		Urban Water Virtual Conference Registration - R Vasquez	195.00
	03/10/2021		ACWA Spring Virtual Conference - J MacKenzie	375.00
	03/10/2021		Groundwater Resource Association Membership - R Vasquez	125.00
	03/10/2021		Boardroom Supplies	7.99
	03/10/2021		Cloud Base Phone System - COVID-19	341.89
66439	03/10/2021	City Of Escondido	Water Treatment Plant FY 2019/2020	1,570,279.00
	03/10/2021		San Pasqual Undergrounding Project FY2020	269,421.00
66440	03/10/2021	CleanCapital HC4 Borrower LLC	Solar Energy Use 02/2021	4,974.06
66441	03/10/2021	Coastal Chlorination & Backflow	Chlorination of Mainline - York/Clarence	402.00
66442	03/10/2021	Core & Main	Adapter 4" DI FLxPO (2)	118.32
	03/10/2021		Fire Hydrant Spool 6x18 DI (1)	111.50
	03/10/2021		Union 1" CTS COMP X PEP (1)	35.72
	03/10/2021		Fire Hydrant Spool 6x12 DI (1)	87.95
	03/10/2021		Adapter 10" DI FLxPO (1)	156.96
	03/10/2021		Adapter 6" DI POxFL (1)	92.28
	03/10/2021		Clamp 1x3 Repair Full Circle Copper Romac (5)	212.98
	03/10/2021		Flange 6" SOW 6-hole (3)	115.29
	03/10/2021		Pipe 6" PVC DR-14 C900 (60)	446.21
	03/10/2021		Pipe 8" PVC DR-14 C900 (40)	510.94
	03/10/2021		Ball Mtr Valve .75" Lockwing FIPxSwivel Mtr Nut (10)	681.98
	03/10/2021		Tubing 1" Copper Soft 60' (300)	1,526.33
	03/10/2021		Ball Meter Valve 1" Lockwing FIPxSwivel Mtr Nut (20)	1,991.80
	03/10/2021		Angle Ball Mtr Valve 1" Flare Swl Mtr Nut Lockwing (20)	2,285.14
	03/10/2021		Service Saddle 6x2 PVC (2)	302.78
	03/10/2021		Marking Post, Reflective Tape	38.71
66443	03/10/2021	CoreLogic Solutions Inc	Real Quest Online Services 02/2021	300.00

Payment Number	Payment Date	Vendor	Description	Amount
66444	03/10/2021	County of San Diego	Permit Fees 01/2021	2,061.30
66445	03/10/2021	Craneworks Southwest Inc	Bed, Compressor, Crane Installation - Truck 75	68,952.00
66446	03/10/2021	DIRECTV	Direct TV Service	102.99
66447	03/10/2021	divirod Inc	Lake Henshaw Level Sensor Monitoring Service	3,800.00
66448	03/10/2021	Drum Plumbing, Inc	Meter Tie-backs - York/Clarence	4,845.00
66449	03/10/2021	EDCO Waste & Recycling Services Inc	Trash & Recycle Service 02/2021	245.71
66450	03/10/2021	Electrical Sales Inc	LED Light Tubes	578.69
66451	03/10/2021	Employee Relations, Inc	Background Check	202.74
66452	03/10/2021	Ferguson Waterworks	Tubing 1" Copper Soft 60' (180)	1,061.93
	03/10/2021		Pipe 8" PVC DR-14 C900 (500)	6,549.13
	03/10/2021		Nut Bolt Gasket Kit 6"-8"(6" gasket) 3/4x3 1/4 (1)	10.61
	03/10/2021		Corp Stop 2" MIP X FIP (1)	228.01
	03/10/2021		Wire 10 Copper (1000)	279.29
	03/10/2021		Corp Stop 1" MIP X Flare (6)	366.84
	03/10/2021		Angle Ball Mtr Valve 1" Flare Swl Mtr Nut Lockwing (6)	693.28
	03/10/2021		Service Saddle 8x1 PVC (6)	873.25
	03/10/2021		Gate Valve 8" POxFL R/W (1)	931.30
	03/10/2021		Service Saddle 8x2 PVC (1)	158.47
66453	03/10/2021	Flyers Energy, LLC	Fuel Use	44.40
66454	03/10/2021	Fountain Car Wash	Car Wash Tokens (600)	540.00
66455	03/10/2021	Glennie's Office Products Inc	Office Supplies	399.63
66456	03/10/2021	Grainger	Black Ribbon for Label Maker	67.70
	03/10/2021		Wire Label Supplies for Label Maker	455.64
	03/10/2021		Electrical Hole Cutters (2)	102.37
	03/10/2021		Hose Fittings	58.46
	03/10/2021		Hose Adapters (3)	203.36
	03/10/2021		Water Filter for Hydration Station	105.66
66457	03/10/2021	Hach Company	Analyzer Reagents/Maintenance Kits	4,365.58
	03/10/2021		Lab Supplies	457.20
	03/10/2021		Fluoride Reagent	89.52
66458	03/10/2021	Hardy Diagnostics	Sterile Water	157.98
66459	03/10/2021	Hawthorne Machinery Co	Drive Line Parts - B23	560.88
	03/10/2021		Yoke Seal	10.30
	03/10/2021		Twin Teeth for Backhoe - B23	169.96
	03/10/2021		Seal - Truck 22	16.67
	03/10/2021		Gasket - Truck 22	1.91
66460	03/10/2021	HELIX Environmental Planning, Inc	Ditch Repair Project - SKR Monitoring 01/2021	625.00
66461	03/10/2021	Home Depot Credit Services	Chipping Tool, Wrenches	92.59
	03/10/2021		Cordless Grinder - Truck 16	215.42

Payment Number	Payment Date	Vendor	Description	Amount
	03/10/2021		Saw Blade	32.44
	03/10/2021		Wood to Build Shelf	26.75
	03/10/2021		Bucket Lid, Stapler	35.13
	03/10/2021		Wheelbarrow	86.58
	03/10/2021		Ladder, Supplies for Flume Maintenance	90.64
	03/10/2021		Maintenance Supplies	110.32
	03/10/2021		Threaded Rod	194.46
	03/10/2021		Lumber, Rebar	483.02
	03/10/2021		Mortar & Adhesive	182.60
	03/10/2021		Paint for Flume	158.69
	03/10/2021		Materials for Slope Stabilization	23.79
	03/10/2021		Rain Gutter Supplies, Tools	165.17
	03/10/2021		Rain Gutters	147.64
	03/10/2021		Appliances for Henshaw Road House	4,269.10
	03/10/2021		Rain Gutter Parts	12.26
	03/10/2021		Rain Gutters	419.46
	03/10/2021		Rain Gutters	111.24
	03/10/2021		DiviRod Supplies	29.11
	03/10/2021		Concrete	396.62
	03/10/2021		Concrete Wire	406.24
	03/10/2021		Concrete	206.13
	03/10/2021		Wire	277.96
	03/10/2021		Level, Cordless Drill	345.25
	03/10/2021		Tool Storage Bag	18.37
	03/10/2021		Hammer Drill Bits	23.75
	03/10/2021		Conduit, Electrical Supplies	104.17
	03/10/2021		Storage Solutions	139.92
	03/10/2021		Supplies	62.11
	03/10/2021		Concrete Grout	33.32
	03/10/2021		Transducer Conduit Fittings	53.44
	03/10/2021		Hammer Drill Bits	(107.68)
	03/10/2021		Concrete 60lb bag (112)	437.83
	03/10/2021		Concrete Rapid Set 60lb bag (50)	705.96
66462	03/10/2021	InfoSend Inc	Data Processing/Mailing Services 12/2020	198.92
66463	03/10/2021	Inland Kenworth (US) Inc	Park Control Valve - Truck 3	234.50
	03/10/2021		Turn Signal Switch - Truck 3	61.88
66464	03/10/2021	Joe's Paving	Patch Paving	3,859.05
	03/10/2021		Patch Paving	3,877.40
	03/10/2021		Patch Paving	4,830.00

Payment Number	Payment Date	Vendor	Description	Amount
66465	03/10/2021	Jan-Pro of San Diego	Janitorial Service 02/2021 - COVID-19	1,216.00
66466	03/10/2021	Liebert Cassidy Whitmore	Legal Services 01/2021	3,414.50
	03/10/2021		Legal Services 01/2021	456.00
66467	03/10/2021	Lightning Messenger Express	Messenger Service 02/2021	52.50
66468	03/10/2021	Magnum Plumbing Company Inc	Meter Tie-backs - York/Kent	5,200.00
66469	03/10/2021	McMaster-Carr Supply Company	Conduit Fittings	294.65
66470	03/10/2021	Mission Resource Conservation District	Home Water Use Evaluations (2)	114.00
66471	03/10/2021	Moodys	Dump Fees (2)	400.00
	03/10/2021		Dump Fee (1)	200.00
66472	03/10/2021	Mutual of Omaha	LTD/STD/Life Insurance 03/2021	6,950.53
66473	03/10/2021	NAPA Auto Parts	Filters & Oil Stock	435.29
	03/10/2021		Filters (2)	10.18
66474	03/10/2021	Partsmaster	Garage Supplies	249.94
	03/10/2021		Electrical Cable Crimper - Truck 79	156.10
66475	03/10/2021	North County Auto Parts	Hitch Ball Mount - Truck 40	25.70
	03/10/2021		Tool Cabinet Door Shocks - Truck 15	126.36
	03/10/2021		Running Lights (3) - Truck 15	46.05
	03/10/2021		Chemicals & Oil	49.32
	03/10/2021		Chemicals & Oil	88.92
66476	03/10/2021	North County Industrial Park	Association Fees 03/2021	879.30
66477	03/10/2021	North County Pool Center Inc	Chlorine	37.99
	03/10/2021		Chlorine	37.99
66478	03/10/2021	North County Rebuilders	Starter - Truck 62	215.42
66479	03/10/2021	O'Reilly Auto Parts	Tamper Resistant Bit Set	17.31
	03/10/2021		Batteries (2)	327.81
	03/10/2021		Air Fresheners for Fleet Vehicles	45.40
66480	03/10/2021	Pacific Pipeline Supply	Angle Stop Parts	349.50
66481	03/10/2021	Parkhouse Tire Inc	Tires (2) - Truck 44	908.82
	03/10/2021		Tire Pressure Monitor Installed - Unit 40	19.36
66482	03/10/2021	Red Wing Shoe Store	Tuff Toes (9)	310.23
66483	03/10/2021	Rutan & Tucker LLP	Legal 01/2021	2,199.50
66484	03/10/2021	San Diego Friction Products	Pintle Hitch - Truck 26	124.96
66485	03/10/2021	San Diego Gas & Electric	Electric 02/2021 - Warner Ranch House	56.36
	03/10/2021		Electric 02/2021 - T&D	79.20
	03/10/2021		Electric 02/2021 - Reservoirs	47.93
66486	03/10/2021	Shred-it USA LLC	Shredding Services	139.90
66487	03/10/2021	SignArt	VID Flags (4)	232.74
66488	03/10/2021	SiteOne Landscape Supply, LLC	PVC Pipe	15.52
66489	03/10/2021	Sunbelt Rentals	Concrete	452.45

Payment Number	Payment Date	Vendor	Description	Amount
	03/10/2021		Concrete	284.66
66490	03/10/2021	Sunrise Materials Inc	Delivery Fee (1)	135.31
	03/10/2021		Pallet Deposit (2)	54.13
	03/10/2021		Rock Bags (140)	568.31
66491	03/10/2021	Tegriscap Inc	Landscape Services 02/2021	1,870.00
66492	03/10/2021	The UPS Store 0971	Shipping 02/2021	804.54
	03/10/2021		Shipping 02/2021	80.69
66493	03/10/2021	Bend Genetics, LLC	HABS Lab Analysis	1,095.00
66494	03/10/2021	Midas Service Experts	Tires (2) - Truck 41	501.35
66495	03/10/2021	TS Industrial Supply	Chipping Gun, Chipping Hammer	155.40
	03/10/2021		Nitrile Gloves Powder Free 6 Mil (100 pack) (10)	339.91
	03/10/2021		2" Pipe Wrap Tape (18)	139.90
	03/10/2021		Electrical Tape (20)	25.54
	03/10/2021		Counter Brush 8" (2)	16.56
	03/10/2021		F/H Adapter 2 1/2" MNST x 2 1/2" MNST (3)	166.60
	03/10/2021		Hand Brush Short Handle (2)	8.55
	03/10/2021		Wood Handle Wire Brush 14 in.(2)	7.04
	03/10/2021		3" Stiff Wall Scraper (1)	5.63
	03/10/2021		1.25" Stiff Wall Scraper (2)	3.25
	03/10/2021		Wire Brush Small Plastic Handle (6)	15.98
	03/10/2021		Level 9" Torpedo (1)	14.40
	03/10/2021		Channel Lock 6" (1)	17.70
	03/10/2021		Channel Lock 12" (1)	23.82
	03/10/2021		Sling Lifting 2"x6' Heavy Duty (2)	48.50
	03/10/2021		Towel Scrub in a Bucket (6)	117.56
	03/10/2021		Regulator Maintenance Supplies	320.04
	03/10/2021		Max Flex Gloves Green - Medium (24)	117.17
	03/10/2021		Max Flex Gloves Yellow - XL (24)	121.85
	03/10/2021		Striping Paint Asphalt Black (12)	67.55
	03/10/2021		Striping Paint Blue #750 (12)	67.55
	03/10/2021		Striping Paint White #710 (12)	67.55
	03/10/2021		Max Earplug Uncorded # Max-1 (1)	31.93
66496	03/10/2021	Underground Service Alert of Southern California	New Dig Alert Tickets 02/2021 (216)	364.75
	03/10/2021		Dig Safe Board Fees 01/2021	247.93
	03/10/2021		Dig Safe Board Fees 02/2021	247.93
66497	03/10/2021	Verizon Wireless	Cell Phones	1,416.08
	03/10/2021		SCADA Remote Access 1/21/21 - 2/20/21	382.12
66498	03/10/2021	Vista Brake & Smog	Tire (1) - Truck 46	169.28
66499	03/10/2021	Vortex Industries Inc	Parking Garage & Garage Roll-up Door Repair	4,677.94

Payment Number	Payment Date	Vendor	Description	Amount
66500	03/10/2021	Vulcan Materials Company and Affiliates	Cold Mix	1,987.34
66501	03/10/2021	Warren Environmental, Inc.	Epoxy Material	3,845.19
66502	03/10/2021	Xerox Corporation	Xerox Services & Supplies	88.41
66503	03/17/2021	Refund Check 66503	Customer Refund	1,091.08
66504	03/17/2021	Refund Check 66504	Customer Refund	2,273.51
66505	03/17/2021	ABABA Bolt	Drill Bit (1)	62.87
66506	03/17/2021	Escondido Metal Supply	Diamond Plate	461.51
66507	03/17/2021	Allied Electronics Inc	GEMS Sensor for WCRH Water Tanks (1)	328.94
66508	03/17/2021	Boot World Inc	Footwear Program	100.00
66509	03/17/2021	Cecilia's Safety Service Inc	Traffic Control - York Dr	3,325.00
	03/17/2021		Traffic Control - Mason Rd	3,230.00
66510	03/17/2021	Diamond Environmental Services	Portable & Stationary Restroom Service	512.25
	03/17/2021		Temporary Fencing	(78.04)
66511	03/17/2021	Don Smith	Reimburse - Lunch for HABS Local Water System Tour (20)	266.51
66512	03/17/2021	EDCO Waste & Recycling Services Inc	40 Yd Dumpster	568.94
66513	03/17/2021	McMaster-Carr Supply Company	Level Transmitter Components	51.42
66514	03/17/2021	Medical Eye Services	Vision Insurance 04/2021 - Cobra	8.78
	03/17/2021		Vision Insurance 04/2021 - Cobra	8.78
	03/17/2021		Vision Insurance 04/2021 - Employees	1,610.64
	03/17/2021		Vision Insurance 04/2021 - P Sanchez	14.24
	03/17/2021		Vision Insurance 04/2021 - R Vasquez	14.24
	03/17/2021		Vision Insurance 04/2021 - M Miller	14.24
	03/17/2021		Vision Insurance 04/2021 - P Dorey	14.24
	03/17/2021		Vision Insurance 04/2021 - J MacKenzie	14.24
66515	03/17/2021	Partsmaster	Impact Swivels	102.87
	03/17/2021		Degreaser	45.68
66516	03/17/2021	Parkhouse Tire Inc	Tires (2) - B21	1,369.43
66517	03/17/2021	Paychex of New York LLC	Onboarding/Recruiting/Flex Benefit Service 03/2021	812.50
66518	03/17/2021	Rincon del Diablo MWD	MD Reservoir Water Service	72.58
66519	03/17/2021	San Diego Gas & Electric	Gas Use 02/2021	1,306.42
	03/17/2021		Electrical Transmission 02/2021	4,291.59
66520	03/17/2021	Southern Counties Lubricants, LLC	Fuel 02/16/21 - 02/28/21	4,319.31
66521	03/17/2021	Sunbelt Rentals	Concrete	284.66
	03/17/2021		Concrete	263.01
66522	03/17/2021	Sunrise Materials Inc	Wood Stakes, Waddles	332.33
	03/17/2021		Concrete Accelerator	48.71
	03/17/2021		Top Soil	127.19
66523	03/17/2021	Tifco Industries	Grade 8 Bolts	128.83
66524	03/17/2021	Bend Genetics, LLC	HABS Lab Analysis	585.00

Payment Number	Payment Date	Vendor	Description	Amount
66525-66539	03/24/2021	Refund Checks 66525 - 66539	Customer Refunds	2,519.93
66540-66541	03/24/2021	Refund Checks 66540 - 66541	Customer Refunds	3,413.64
66542	03/24/2021	Active Auto Collision	Utility Bed Re-work - Truck 15	3,586.63
66543	03/24/2021	ACWA/JPIA	Medical & Dental Insurance 04/2021 - Cobra	69.09
	03/24/2021		Medical & Dental Insurance 04/2021 - Cobra	69.09
	03/24/2021		Medical & Dental Insurance 04/2021 - Cobra	69.09
	03/24/2021		Medical & Dental Insurance 04/2021 - Cobra	33.72
	03/24/2021		Medical & Dental Insurance 04/2021 - Cobra	69.09
	03/24/2021		Medical & Dental Insurance 04/2021 - Cobra	888.10
	03/24/2021		Medical & Dental Insurance 04/2021 - Cobra	888.10
	03/24/2021		Medical & Dental Insurance 04/2021 - Cobra	(1,776.20)
	03/24/2021		Medical & Dental Insurance 04/2021 - Cobra	33.72
	03/24/2021		Medical & Dental Insurance 04/2021 - Cobra	33.72
	03/24/2021		Medical & Dental Insurance 04/2021 - Employees	182,812.69
	03/24/2021		Medical & Dental Insurance 04/2021 - Retirees	42,035.28
	03/24/2021		Medical & Dental Insurance 04/2021 - J MacKenzie	1,786.85
	03/24/2021		Medical & Dental Insurance 04/2021 - M Miller	1,786.85
	03/24/2021		Medical & Dental Insurance 04/2021 - P Sanchez	1,786.85
	03/24/2021		Medical & Dental Insurance 04/2021 - P Dorey	1,845.29
	03/24/2021		Medical & Dental Insurance 04/2021 - R Vasquez	1,845.29
66544	03/24/2021	Airgas USA LLC	Acetylene Tank - Truck 69	92.38
	03/24/2021		Oxygen & Acetylene	117.94
	03/24/2021		Electrode Holder, Lens	77.32
66545	03/24/2021	Amazon Capital Services	Circuit Breakers (2)	15.09
	03/24/2021		LED Display for Ice Maker	94.03
	03/24/2021		Towels, Hand Cream, Foot Spray, Gear Bags	250.08
	03/24/2021		High Current Fuses (5) - Truck 40	21.62
	03/24/2021		Rubber Cushions	19.35
	03/24/2021		No Soliciting Signs (10)	117.00
	03/24/2021		Pipe Cutter Blades (3) - Warehouse Non-Stock	53.46
	03/24/2021		Fuel Jugs	214.60
66546	03/24/2021	Answering Service Care, LLC	Answering Service	395.00
66547	03/24/2021	AT&T	3680/CALNET 02/13/21 - 03/12/21	420.38
	03/24/2021		0230/CALNET 02/13/21 - 03/12/21	42.29
66548	03/24/2021	Bentley Systems, Incorporated	Construction Project Reporting App Renewal	600.00
66549	03/24/2021	BHA Inc	Survey of Henshaw Dam 02/2021	2,300.00
66550	03/24/2021	Big Drip Plumbing	Meter Tie-backs - York/Devon	2,500.00
66551	03/24/2021	Boot World Inc	Footwear Program (4)	656.41
66552	03/24/2021	Brax Company, Inc	Motor Shaft - Well 78	562.79

Payment Number	Payment Date	Vendor	Description	Amount
66553	03/24/2021	Cal Pacific Truck Center LLC	Filters & Mud Flap - Truck 52	78.89
66554	03/24/2021	California Department of Justice	Fingerprinting	98.00
66555	03/24/2021	Canon Solutions America, Inc	Canon Services & Supplies	138.10
66556	03/24/2021	CDW Government Inc	Brother Fax Machine	209.99
66557	03/24/2021	Cecilia's Safety Service Inc	Traffic Control - York Dr	9,832.50
	03/24/2021		Traffic Control - Oceanview Dr	1,520.00
	03/24/2021		Traffic Control - Monte Vista Dr/S Santa Fe Ave	2,660.00
66558	03/24/2021	City Of Escondido	Escondido Water Treatment Plant 01/2021 - 02/2021	67,625.00
66559	03/24/2021	City of Oceanside	Weese Treatment 02/2021	33,250.16
66560	03/24/2021	City of Vista	Inspection Deposit Refund	992.00
66561	03/24/2021	Core & Main	Shut Off Valve 1" PVC S x S Sch 40 (5)	23.00
	03/24/2021		Coupling 1" PVC S x S Sch 40 (20)	11.69
	03/24/2021		Bushing 1" x 0.75" Brass (6)	18.77
	03/24/2021		1.25" PVC Pipe Sch 40 (40)	25.99
	03/24/2021		3/4" x 1" Mtr Bushing (Ford #A34NL or comp) (5)	56.56
	03/24/2021		5/8" Brass Nuts (50)	64.95
	03/24/2021		5/8" x 2.5" Brass Bolts (50)	178.61
	03/24/2021		Calder Coupling 4" Clay x 4" Clay (2)	9.46
	03/24/2021		Ell 1.25" 90° PVC S x S Sch 40 (10)	10.28
	03/24/2021		Bushing 1.25" x 1" PVC S x S Sch 40 (5)	3.19
	03/24/2021		Tee 1.25" PVC S x S x S Sch 40 (5)	5.79
	03/24/2021		Ell 1" 90° PVC S x S Sch 40 (10)	7.47
	03/24/2021		Ell 4" DI FL 11.25 Degree (1)	77.94
	03/24/2021		Coupling 2" Brass (4)	66.25
	03/24/2021		Adapter 2.5" MNST X 2" MIPT Hose (2)	48.17
	03/24/2021		Reducer 4x3 DI FL (1)	53.04
	03/24/2021		Pipe 1" PVC Schedule 40 (40)	25.98
	03/24/2021		Ell 4" DI FL 90 Degree (1)	53.04
	03/24/2021		Flange 6" SOW 6-hole (3)	107.17
	03/24/2021		Nut Bolt Gasket Kit 4" (4" gasket) (20)	151.55
	03/24/2021		Fire Hydrant Spool 6x24 DI (1)	136.40
	03/24/2021		Adapter 2" Copper x MIP (12)	201.35
	03/24/2021		Sleeve 8"x12" Galvanized Top Sections (50)	584.54
	03/24/2021		Gate Valve 6" POxFL R/W (1)	672.23
	03/24/2021		Fire Hydrant LB400 Check Valve (6)	9,645.08
	03/24/2021		Nut Bolt Gasket Kit 6"-8" (6" gasket) 3/4 x3 1/4 (10)	108.25
	03/24/2021		Gate Valve 4" FL R/W (1)	487.13
	03/24/2021		Fire Hydrant LB400 Check Valve (2)	3,215.02
	03/24/2021		Gate Valve 10" FL R/W (2)	3,234.51

Payment Number	Payment Date	Vendor	Description	Amount
	03/24/2021		Bushing 1" x 0.75" Brass (4)	12.51
66562	03/24/2021	County of San Diego	Permit Fees 02/2021	5,108.10
66563	03/24/2021	Diamond Environmental Services	Portable Restroom Service	119.03
	03/24/2021		Portable Restroom Service	84.39
66564	03/24/2021	Diesel Pollution Solutions Inc	Diesel Particulate Filter Cleaning - Truck 07	336.81
	03/24/2021		Diesel Particulate Filter Cleaning - Truck 01	300.00
	03/24/2021		Diesel Particulate Filter Cleaning - Truck 22	383.77
	03/24/2021		Diesel Particulate Filter Cleaning - Truck 11	336.81
	03/24/2021		Diesel Particulate Filter Cleaning - Truck 30	336.81
	03/24/2021		Diesel Particulate Filter Cleaning - Truck 52	300.00
66565	03/24/2021	Direct Energy	Electric 02/2021 - Henshaw Buildings & Grounds	375.71
	03/24/2021		Electric 02/2021 - Henshaw Well Field	739.82
	03/24/2021		Electric 02/2021 - T & D / Cathodic Protection	35.24
	03/24/2021		Electric 02/2021 - Reservoirs	23.47
	03/24/2021		Electric 02/2021 - Pump Stations	1,284.33
	03/24/2021		Electric 02/2021 - Treatment Plants	50.23
	03/24/2021		Electric 02/2021	1,419.82
66566	03/24/2021	Drug Testing Network Inc	Post Accident Drug Test	95.95
66567	03/24/2021	Electrical Sales Inc	LED Bulbs	255.53
66568	03/24/2021	Employment Development Department	Unemployment Insurance 10/2020 - 12/2020	138.94
66569	03/24/2021	Eurofins Eaton Analytical Inc	HB Reservoir Samples	125.00
66570	03/24/2021	Ferguson Waterworks	Coupling Meter .75" x 3" (3)	67.55
	03/24/2021		DFW Meter Box Lid Small D1324 (VID Stamp) (25)	1,434.31
	03/24/2021		DFW Meter Box Small DFW1324CH4-12 (40)	3,461.84
	03/24/2021		DFW Meter Box Lid Large PW6C (VID Stamp) (1)	86.49
	03/24/2021		DFW Meter Box Small DFW1324CH4-12 (55)	4,760.02
	03/24/2021		DFW Mtr Box Lid Small D1324 (VID Stamp) (45)	2,581.76
	03/24/2021		Nipple Brass 0.75" x 3" (5)	13.42
	03/24/2021		Plug 1.25" Brass (5)	19.11
	03/24/2021		Plug 2" Black Threaded (5)	20.35
	03/24/2021		Nipple Brass 2" x CL (5)	35.29
	03/24/2021		2 1/2" O-Ring Seal for 2 1/2" F/H Port (20)	56.51
	03/24/2021		4" O-Ring Seal for 4" F/H Port (5)	61.16
	03/24/2021		8" Pipe Restrainer with T-Bolts (8)	389.70
	03/24/2021		Plug 1.0" Brass (5)	12.83
	03/24/2021		3/4" x 1" Meter Bushing Ford#A34-NL (20)	236.74
	03/24/2021		Nut Bolt Gasket Kit 6"-8"(6" gasket) 3/4 x 3 1/4 (10)	106.09
	03/24/2021		Adapter FH Brass 2.5"x2" (1)	16.51
	03/24/2021		Pipe 10" PVC DR-14 C900 (40)	801.48

Payment Number	Payment Date	Vendor	Description	Amount
	03/24/2021		Adapter FH Brass 2.5"x.75" FHTxIPT (1)	12.23
	03/24/2021		Coupling 10" Deflection C900 (3)	623.52
	03/24/2021		Grease No-Oxide 1 gal (4)	158.05
	03/24/2021		Ball Mtr Valve .75"Lockwing FIPxSwivel Mtr Nut (5)	368.65
	03/24/2021		Flange 10" SOW (5)	226.78
	03/24/2021		Pipe Lube 5 gal (2)	160.21
	03/24/2021		Fire Hydrant Spool 6x24 DI (1)	151.55
	03/24/2021		Flange 6" SOW 6-hole (3)	142.08
	03/24/2021		Plastic Wrap Clear 8 mil 3'x100' (Visqueen) (20)	530.43
	03/24/2021		Ell 2" Brass Street 90 Degree (5)	119.08
	03/24/2021		Fire Hydrant Spool 6x18 DI (1)	129.90
	03/24/2021		Fire Hydrant 6" Break Off Spool LB400 (1)	240.32
66571	03/24/2021	Glennie's Office Products Inc	Hand Sanitizer Dispensers (4) - COVID-19	162.33
	03/24/2021		Office Supplies	154.52
	03/24/2021		Office Supplies	10.12
	03/24/2021		Office Supplies	1.83
	03/24/2021		Office Supplies	(176.19)
66572	03/24/2021	Grainger	Spray Paint (6)	52.73
	03/24/2021		Water Faucet, Touchless Sensor	418.02
66573	03/24/2021	Hawthorne Machinery Co	Fuel Pump, Tube, Gasket - Truck 22	363.03
66574	03/24/2021	HDR	CP Reads Review & Evaluation 02/2021	934.80
66575	03/24/2021	Hello Deli	Lunch 03/15/21 (7) - Special Counsel Interviews	92.34
66576	03/24/2021	HUB Construction Specialties	Fuel Tank - Truck 65	121.67
66577	03/24/2021	Industrial Warehouse Supplies Inc	Dust Masks N95 (20)	161.97
66578	03/24/2021	InfoSend Inc	Data Processing/Mailing Service - Postcards	3,844.46
66579	03/24/2021	Jake Telfer	Reimburse for Damage	5,250.00
66580	03/24/2021	Joe's Paving	Patch Paving	4,880.00
	03/24/2021		Paving Access Rd & San Luis Rey Reservoir	24,036.75
	03/24/2021		Class II Base @ San Luis Rey Reservoir	782.60
	03/24/2021		Patch Paving	3,075.70
66581	03/24/2021	Jan-Pro of San Diego	Janitorial Service 03/2021	4,497.00
66582	03/24/2021	Ken Grody Ford Carlsbad	Brake Light Assembly, Pigtail Harness - Truck 79	148.72
66583	03/24/2021	Kimball Midwest	Split Loom (100)	44.70
66584	03/24/2021	Lawnmowers Plus Inc	Pre-Mixed Gasoline	107.75
66585	03/24/2021	Leon Perrault Trucking & Materials	Trucking & Materials 02/2021	11,405.63
66586	03/24/2021	Liebert Cassidy Whitmore	Webinar 3/31/21	75.00
66587	03/24/2021	Major League Pest	Pest Control Service	225.00
66588	03/24/2021	Mallory Safety and Supply, LLC	Nitrile Gloves Extra Large 5 Mil (100 per box)(10)	211.09
	03/24/2021		Nitrile Gloves Large 5 Mil (100 per box) (10)	211.09

Payment Number	Payment Date	Vendor	Description	Amount
66589	03/24/2021	McMaster-Carr Supply Company	Key Stock (1)	16.46
	03/24/2021		Stainless Hardware	106.34
	03/24/2021		Liquid-Tight Conduit/Fitting, Rubber Mat	151.84
	03/24/2021		Tubeing for PH Probe Assemblies	54.74
66590	03/24/2021	Michael Cirolia	Customer Rebate Smart Leak Detector Rebate Program	100.00
66591	03/24/2021	Moodys	Dump Fees (2)	400.00
66592	03/24/2021	NAPA Auto Parts	Filters (5)	49.08
	03/24/2021		Scaler - Truck 65	173.08
	03/24/2021		Glass Cleaner (12)	25.85
	03/24/2021		Wheel Bearing/Hub Assembly - Truck 73	167.24
	03/24/2021		Power Inverter - Truck 61	157.49
66593	03/24/2021	Partsmaster	Hardware	285.80
66594	03/24/2021	North County Auto Parts	Oil Filter - Truck 65	13.13
	03/24/2021		Diesel Exhaust Fluid, Starting Fluid	25.51
	03/24/2021		Bulbs (10)	10.07
	03/24/2021		Battery Cable - Truck 40	117.18
	03/24/2021		Diesel Exhaust Fluid, Oil, Silicone	144.87
	03/24/2021		Brake Pads - Truck 56	60.47
	03/24/2021		Rear Brake Drums - Truck 56	122.71
	03/24/2021		Machine Brake Rotors & Drums	106.00
	03/24/2021		Key Fob Batteries	13.40
66595	03/24/2021	Pacific Pipeline Supply	Flange 6" SOW 6-hole (9)	379.96
	03/24/2021		Fire Hydrant LB400 Check Valve (1)	1,616.17
	03/24/2021		Coupling 8" Macro (12)	3,481.32
	03/24/2021		Clamp 8x20 Repair Full Circle SS Romac (1)	399.44
	03/24/2021		Fire Hydrant 6" Break Off Spool LB400 (1)	297.69
	03/24/2021		Nipple 4x6 Brass (1)	85.52
	03/24/2021		Coupling 8" Repair PVC C900 (3)	279.29
	03/24/2021		Pipe 8" PVC DR-14 C900 (20)	259.80
	03/24/2021		Pipe Lube 5 gal (2)	210.01
	03/24/2021		Fire Hydrant Rod 15"x5" Break Off SS (2)	171.04
	03/24/2021		Nut Bolt Gasket Kit 6"-8" (6" gasket)3/4 x3 1/4 (15)	162.38
	03/24/2021		Nipple 2x12 Brass (1)	35.70
	03/24/2021		Adapter FH Brass 2.5"x.75" FHTxIPT (1)	16.24
66596	03/24/2021	Pacific Safety Center	Trench/Shore Training (2)	390.00
66597	03/24/2021	Pulltarps Manufacturing	Spring Arms for Tarp System - Truck 22	622.96
66598	03/24/2021	Ramco Petroleum	Fuel	1,669.17
66599	03/24/2021	Raymond Handling Solutions Inc	Scheduled Maintenance - F3	107.74
66600	03/24/2021	RC Auto & Smog	Removed/Resealed Intake Manifold - Truck 37	1,317.44

Payment Number	Payment Date	Vendor	Description	Amount
66601	03/24/2021	RouseSign and Graphics Inc	Stickers (50) - Water Meters	216.50
66602	03/24/2021	San Diego Co Superintendent of Schools	Splash Lab 03/12/21	750.00
66603	03/24/2021	San Diego Friction Products	Pedestal Turn Signals - Truck 52	111.95
66604	03/24/2021	San Diego Gas & Electric	Electric 02/2021 - Cathodic Protection & T&D	230.80
	03/24/2021		Electric 02/2020 - Reservoirs	137.81
	03/24/2021		Electric 02/2021- Pump Stations	9,728.57
	03/24/2021		Electric 02/2021 - Plants	118.17
66605	03/24/2021	Sealright Paving Inc.	Patch Paving	5,905.00
66606	03/24/2021	SignArt	No Trespassing Signs (6)	174.56
66607	03/24/2021	Southern Counties Lubricants, LLC	Bulk Oil (170)	2,209.29
66608	03/24/2021	Southland Pipe Corp.	24" Class 150 Slip On Weld Flange w/25-7/8 Bore (1)	425.62
	03/24/2021		25-3/4" ODx1/4" Wall Fabricated 48" Long Spool (1)	2,171.16
	03/24/2021		25-3/4" ODx1/4" Wall Fabricated 28 Degree Elbow (1)	3,334.86
66609	03/24/2021	Spok, Inc	Pagers	44.44
66610	03/24/2021	State Water Resources Control Board	Application Fee for Aquatic Pesticide Application Plan	2,811.00
66611	03/24/2021	Sunbelt Rentals	Concrete	288.72
	03/24/2021		Damaged Handle Cost	10.27
66612	03/24/2021	Bend Genetics, LLC	HABS Lab Analysis	960.00
	03/24/2021		HABS Lab Analysis	1,095.00
	03/24/2021		HABS Lab Analysis	1,095.00
66613	03/24/2021	Midas Service Experts	Tire - Truck 62	297.33
66614	03/24/2021	The San Diego Union-Tribune LLC	RFP Advertisement	340.50
66615	03/24/2021	TS Industrial Supply	1.25" Stiff Wall Scraper (2)	3.25
	03/24/2021		3" Stiff Wall Scraper (2)	11.26
	03/24/2021		Marking Feather Blue (25 per Bundle) (4)	18.19
	03/24/2021		Striping Paint Blue #750 (12)	67.55
	03/24/2021		Striping Paint Asphalt Black (12)	67.55
	03/24/2021		Striping Paint White #710 (12)	67.55
	03/24/2021		Nemesis Smoke Safety Glasses (24)	127.30
	03/24/2021		2" Pipe Wrap Tape (18)	139.90
	03/24/2021		Leather Gloves Unlined 2XL (20)	166.49
	03/24/2021		Gloves Welding MED (2)	47.09
	03/24/2021		Blade 14" Diamond Concrete (5)	1,121.47
	03/24/2021		Wire Wheel 5" (5)	103.11
	03/24/2021		Wrench 14" Pipe (1)	36.59
	03/24/2021		Gloves Thickster Nitrile XL 100 per box (20)	528.26
	03/24/2021		Blade Replacement VP-30 PVC (1)	29.23
	03/24/2021		Cutter 1/8" to 1 5/8" Ridgid #RC-1625 PVC (3)	217.58
	03/24/2021		Towel Wypall X80 (5)	185.11

Payment Number	Payment Date	Vendor	Description	Amount
	03/24/2021		Lifter SS 36" Meter Lid (3)	105.38
	03/24/2021		Abrasive Mesh Roll 120G (5)	100.67
	03/24/2021		Cartridges MSA Comb for P100 6 per box (12)	266.30
	03/24/2021		Plier 8" Lineman's Cut (2)	42.22
	03/24/2021		Rake 14" Garden (2)	37.35
	03/24/2021		Socket 1.125" Deep .5" Drive (1)	18.82
	03/24/2021		Channel Lock 10" (1)	21.43
	03/24/2021		Measuring Tape 25' Engineering (4)	71.45
	03/24/2021		Mirror 3.25" Diameter Telescopic (1)	25.71
66616	03/24/2021	UniFirst Corporation	Uniform Service	335.87
	03/24/2021		Uniform Service	339.05
66617	03/24/2021	USABlueBook	Blue Marking Stakes (15)	390.84
66618	03/24/2021	Victory Well Surveys, LLC	Video Survey of Wells 9A, 11A & 15A	2,450.00
66619	03/24/2021	Vista Brake & Smog	Tires (2) & Alignment	485.19
66620	03/24/2021	Vista Fence Company Inc	Fencing Repair Supplies	48.53
66621	03/24/2021	WM LampTracker Inc	Universal Waste Removal	109.00
66622	03/24/2021	Xerox Corporation	Xerox Services & Supplies	294.25
Grand Total:				2,627,918.46



STAFF REPORT

Agenda Item: 7

Board Meeting Date: April 7, 2021
Prepared By: Don Smith, Randy Whitmann, Frank Wolinski & Marlene Kelleher
Approved By: Brett Hodgkiss

SUBJECT: DIVISION REPORTS

RECOMMENDATION: Note and file informational report.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: Previous month's and anticipated activities are reported by each division.

ENGINEERING DIVISION

March

- The District has replaced approximately 9.25 miles of Nipponite pipe since 2002. Of the 6.72 miles of Nipponite pipe remaining in the system, replacement of 1.66 miles is currently in design and 0.0 miles is in construction.
- The District has replaced approximately 8,220 feet (1.56 miles) of pipe (steel – 175 feet, PVC – 0 feet, non-Nipponite asbestos cement – 8,045 feet and Nipponite – 0 feet) in Fiscal Year 2021.
- Buena Creek (HB) Reservoir Rehabilitation – Richard Brady and Associates paved the site perimeter and main access road and painted the reservoir exterior.
- Edgehill (E) Reservoir Replacement and Pump Station – Dudek continued preparing final design submittal.
- Flume Replacement Alignment Study – Brown and Caldwell held kickoff meeting and began alignment alternatives development.
- Projects along Flume
 - The Villages – 380 dwelling unit residential subdivision along Country Club Lane, between Nutmeg Street and Pamela Lane in Escondido. Project includes storm drain work along the Jones Siphon in addition to the relocation of an 18-inch transmission main feeding the Bennett service area. Project requires District review and approval of three tract maps, encroachment permit, joint use agreement, grant of right of way, improvement plan, and quitclaim and bill of sale. One tract map, encroachment permit, joint use agreement, and grant of right of way approved by the Board; all other items are currently in plan check.

April

- Mainline Replacement Projects in design (current projects): Alta Vista Dr., Vista Grande Dr.*, Lonsdale Ln.*, Plumosa Ave., Lita Ln., Catalina Ave.*, Oak Dr.*, San Clemente Way*, Calle Maria, Via Christina, Olive Ave.*, Portia Ave.*, Rush Ave.*, Mira Sol Dr. (Total length = 3.79 miles).
- Mainline Replacement Projects in planning (future projects): Friendly Dr.*, N. Citrus Ave.*, E. Vista Way, Lado De Loma, Eddy Dr., Camino Patricia, Camino Corto, Nordahl Rd.*, HN Line-Gopher Canyon to Fairview Dr., Buena Creek Rd.*, Robinhood Rd., Lower Ln., Easy St., Rancho Vista Rd., Bandini Place, McGavran Dr., Oro Avo Dr., Shale Rock, La Mirada, Crescent Dr., Descanso Ave., Mar Vista Dr., Miramar Dr., Camino Culebra*, Camino Loma Verde*, San Clemente Ave.*, Green Hills Way, Elevado Rd., (Total length = 8.80 miles).

- City of Vista Projects – (Paseo) South Santa Fe Streetscape Improvements: Phase II along South Santa Fe Avenue from Ocean View to Terrace Drive (CIP #8289); Phase III along South Santa Fe Avenue from Terrace Drive to Civic Center Drive (CIP #9291). Water facility construction has been completed and contractor is working on final streetscape improvements. (Total length = 0.77 miles).
- Buena Creek (HB) Reservoir Rehabilitation – Richard Brady and Associates to install security fencing, complete punch list items and prepare as-built drawings.
- Edgemoor (E) Reservoir Replacement and Pump Station – Dudek to continue preparing final design submittal.
- Flume Replacement Alignment Study – Brown and Caldwell to conduct visual condition assessment of the Flume bench sections and continue alignment alternatives development.

*Nipponite pipe

WATER RESOURCES DIVISION

VID Water Production February 2021

Description	Current Month Production		Average Production of Last 12 Months		Total, Fiscal Year-to-Date
	(mgd)	(af)	(mgd)	(af)	(af)
<i>VID's EVWTP Water Production</i>					
Local Water	0.00	0.00	1.65	154.34	303.40
SDCWA Raw Water	4.09	351.00	8.01	750.25	7,337.70
Subtotal (EVWTP Water Production)	4.09	351.00	9.66	904.59	7,641.10
Oceanside Contract Water	2.50	215.10	1.64	152.49	1,128.20
SDCWA Treated Water	5.32	457.10	4.13	385.93	3,321.20
TOTAL WATER PRODUCTION	11.91	1,023.20	15.43	1,443.01	12,090.50

Lake Henshaw and Warner Ranch Wellfield statistics are summarized as follows:

Lake Henshaw

Storage as of March 29, 2021:	6,418 af (12% of 51,832 af capacity)
Current releases:	30 cfs
Change in storage for month of February:	95 af (loss)
Total releases for month of February:	0 af
Hydrologic year-to-date rain total:	14.76 inches (March 29, 2021)
Percent of yearly average rain:	59% (30-year average: 25.05 inches)
Percent of year-to-date average rain:	65% (30-year average through March: 22.60 in.)

Warner Ranch Wellfield

Number of wells running in February:	0
Total production for month of February:	10 af (cattle water & maintenance)
Average depth to water table (February):	77 ft (see attached historical water table chart)

February

- Performed sampling for Harmful Algal Blooms (HABs) in Lake Henshaw on March 2, 8, 16 and 22. Results for both microcystin and anatoxin-a have been below advisory thresholds since March 8. Advisory signage for recreational use at Lake Henshaw was removed on March 19 and delivery of the 2020 Rincon Entitlement held in storage in Lake Henshaw resumed on March 23.
- Resumed groundwater production from the Warner Wellfield on March 22.
- Conducted tour of the Local Water System for the Stillwater Sciences team preparing the HABs Management and Mitigation Plan for Lake Henshaw and Lake Wohlford.

March

- Participate in a workshop to screen short-term treatment alternatives for HABs management plan.

ATTACHMENTS:

Lake Henshaw Resort, Inc., Activity Reports – January 2021
VID's Warner Wellfield – Water Table Depth vs. Monthly Wellfield Production

ADMINISTRATION DIVISION

March

- Continued coordinating implementation of the COVID-19 Response and Action Plan.
- Continued coordinating development of the District budget.
- Completed recruitment for System Operator I/II position. Brock Beeson accepted a job offer for the position.
- Attended California Special Districts Association Fiscal Committee virtual meeting.

April

- Continue coordinating implementation of the COVID-19 Response and Action Plan.
- Continue coordinating development of the District budget.
- Coordinate virtual training on pesticide application for field personnel.
- Coordinate field training on the proper handling, processing and disposal of asbestos cement pipe, silica and hazardous materials and emergency response for field personnel; certified District personnel will conduct the training.
- Participate in Association of California Water Agencies Joint Powers Insurance Authority Finance and Audit Committee virtual meeting.

OPERATIONS & FIELD SERVICES DIVISION

March

- Water Quality Calls/Incidents for March – received seven discolored water calls. Six were related to entrained air after a scheduled shutdown; all were resolved with flushing. The remaining discolored water call was determined to be a private plumbing issue.
- Inspected and tested 17 new backflow devices that were integrated into the District's cross-connection control program.
- Pechstein beam reinforcement project – began bracing design for the intermediate beams.
- Installed influent and effluent valve actuators and completed the supervisory control and data acquisition (SCADA) system installation at Buena Creek (HB) reservoir.
- Continue data collection for the Annual Report to the Division of Drinking Water and the 2021 Consumer Confidence Report.
- Continued layout and potholing on Vista Grande Drive to replace approximately 4,800' of Nipponite and steel pipe.

- Continued mainline replacement of AC pipe on York Drive – install approximately 9,000’ of various sizes of PVC pipe, 142 services and 14 hydrant laterals. Approximately 95% complete.

April

- Continue Pechstein reservoir beam reinforcement project.
- Continue data collection for the Annual Report to the Division of Drinking Water and the 2021 Consumer Confidence Report.
- Continue layout and potholing on Vista Grande Drive to replace approximately 4,800’ of Nipponite and steel pipe.
- Continue mainline replacement of AC pipe on York Drive – install approximately 9,000’ of various sizes of PVC pipe, 142 services and 14 hydrant laterals.
- Begin mainline replacement of AC and steel pipe on Nettleton Road – install approximately 550’ of various sizes of PVC pipe and six services.

**Electrical Energy Use at VID Headquarters
February 2020**

	Current Month Production	Average of Last 12 Months	Total, Fiscal Year-to-Date
Description	(kWh)	(kWh)	(kWh)
Solar Production (\$0.18 per kWh)	27,416	28,898	202,238
Power purchased from Direct Energy (\$0.05 per kWh)	11,948	14,692	151,836
TOTAL ELECTRICAL ENERGY USE	39,364	43,590	354,074

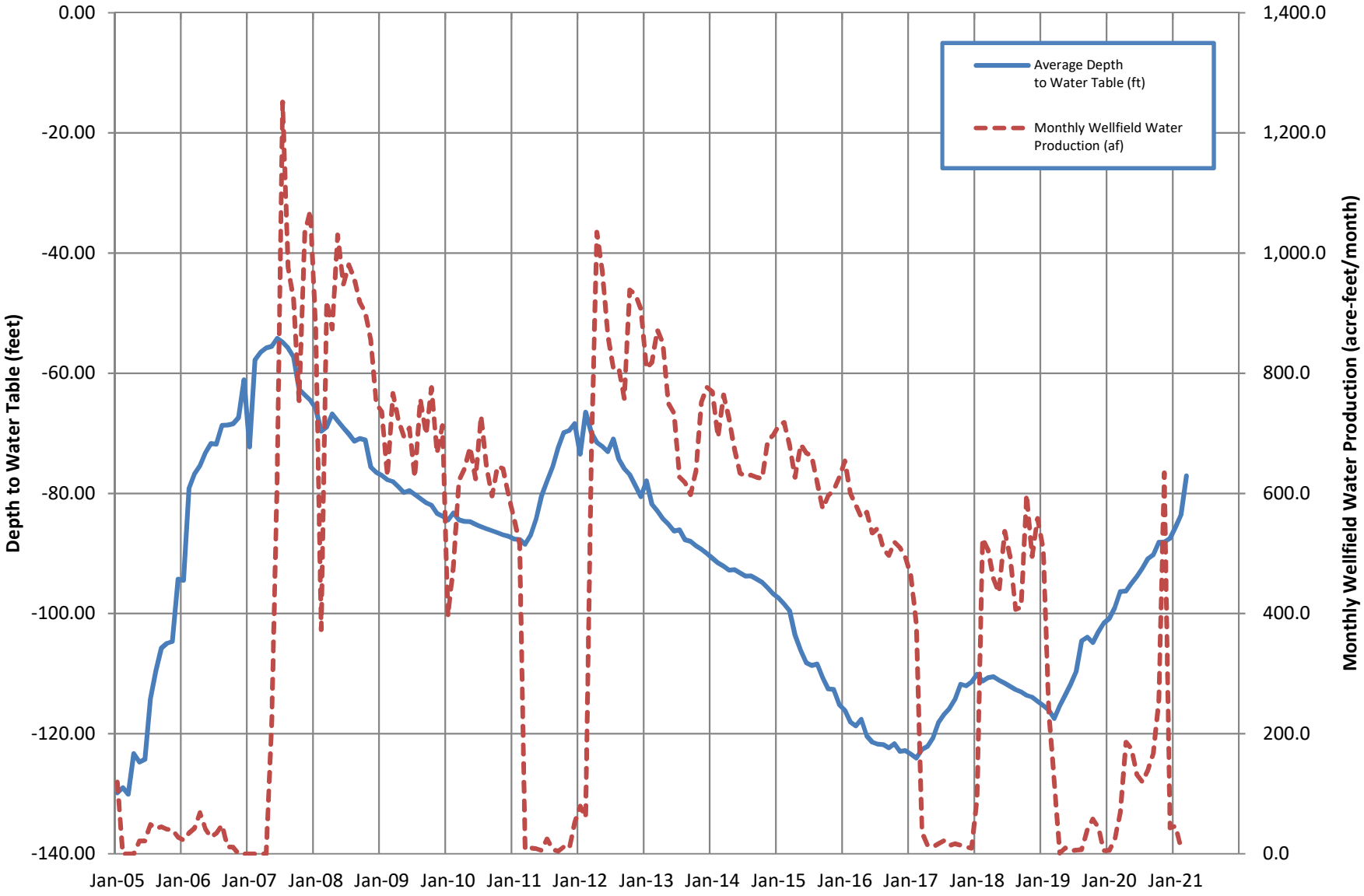


**LAKE HENSHAW RESORT, INC.
ACTIVITY REPORT
AS OF JANUARY 31, 2021**

	2020 Jan	2020 Feb	2020 Mar	2020 Apr	2020 May	2020 Jun	2020 Jul	2020 Aug	2020 Sep	2020 Oct	2020 Nov	2020 Dec	2021 Jan	12 MO AVG
Fishing Permits	102	179	96	4	714	1,015	910	712	543	480	302	162	246	447
Boat Launches	0	7	1	0	16	23	14	10	3	9	3	4	3	8
Motor Boats (full day rental)	7	4	0	0	14	38	57	37	38	21	8	11	8	20
Motor Boats (half day rental)	0	1	0	0	4	11	14	7	6	11	0	0	0	5
Campground/Head Count	110	94	51	5	879	1,062	1,562	790	1,660	492	297	132	126	596
Campground/Cars, Trucks, etc.	20	16	18	4	329	429	502	294	750	159	113	60	62	228
Campground/Recreational Vehicles	0	1	3	0	6	8	9	2	0	1	7	0	0	3
Mobile Home/Spaces	51	51	53	53	68	68	69	72	72	72	73	71	68	66
M.H.P. Daily (Visitors/Head Count)	28	20	16	15	2	0	4	6	8	8	14	12	12	10
M.H.P. (Residents/Head Count)	83	83	83	83	99	98	99	104	104	104	105	102	95	97
Storage	4	5	5	6	6	6	6	6	6	6	6	7	7	6
Cabins	88	82	45	35	118	191	231	262	184	135	137	132	76	136
Hunters	80	0	0	0	0	0	0	0	0	0	0	0	0	0

VID's Warner Wellfield

Water Table Depth vs. Monthly Wellfield Production



BUENA CREEK (HB) RESERVOIR REHABILITATION BUDGET UPDATE - APRIL 2021

Description of Work	Budgeted Cost	Actual Bid Cost	Over or Under Budgeted Amount
Initial Site Work - M-Rae			
<i>Demolish Existing Fence, Steel Roof, Gate, Grub Site, Initial Site Work for Crane and Equipment Access</i>	\$59,693	\$39,919	-\$19,774
Exterior Stairs - Suez			
<i>Disassemble, Transport, Protect, Store, and Reinstall Exterior Stairs</i>	\$52,718	\$50,488	-\$2,230
Roof Demolition - DN Tanks			
<i>Roof Demolition, Remediate Existing Asbestos</i>	\$809,400	\$1,026,840	\$217,440
Tank Improvements - DN Tanks			
<i>Footing Modifications, Seismic Cables, Wall Shotcrete, Tank Exterior Crack Repair, Pressure Wash Tank Interior, Interior Floor and Wall Crack Repairs, Seal Existing Floor Joints, Demolish Existing Inlet/Outlet, Modify Drain, Construct New Inlet, Outlet, Washdown, Demolish Exist Inlet/Outlet, Modify Drain, Construct Inlet, Outlet, Washdown, Construct New Concrete Floor, Construct New Concrete Cap Beam, CIM Wall-Slab Joint, Construct New Staff Gage, New Overflow, Post Construction Leak Test, Install Corrosion Protection System</i>	\$1,814,961	\$1,527,638	-\$287,323
Interior Reservoir Stairs - DN Tanks			
<i>Design, Furnish, Install, New Interior Access Stairs</i>	\$170,400	\$172,800	\$2,400
Interior Coatings - DN Tanks			
<i>Prepare Surface, Apply Coatings to Interior Wall</i>	\$210,870	\$323,630	\$112,760
Aluminum Dome Roof - CST			
<i>Design, Furnish, Install, New Aluminum Roof and Appurtenances</i>	\$785,570	\$668,127	-\$117,443
Yard Piping Improvements - M-Rae			
<i>Demolish Exist Yard Piping, Fittings, Valves, and Appurtenances, Construct New Yard Piping, Construct New Valve Vault, Remove and Replace Drain Valve, Construct Yard Piping Corrosion Protection System</i>	\$651,569	\$605,897	-\$45,672
Electrical Improvements - M-Rae			
<i>Construct New Conduit, Junctions and Pull Boxes</i>	\$37,275	\$88,296	\$51,021
Stormwater Drainage and Final Site Work - M-Rae			
<i>Demolish Existing Asphalt, Rough Grade Site, Install Subsurface Waterproofing, Modify Underdrains, Construct New Storm Drain Inlet and Piping, Connect to Exist Manhole, Finish Grade, Construct Concrete V-gutter, Pave Site with Asphalt Concrete</i>	\$192,812	\$349,133	\$156,321
Additional AC Pavement			
<i>Access Road Asphalt Paving</i>	\$101,500	\$91,300	-\$10,200
Security Fence			
<i>Construct New Chain Link Security Fence</i>	\$72,953	\$54,652	-\$18,301
Exterior Reservoir Coating - DN Tanks			
<i>Pressure Wash, Apply Coatings to Reservoir Exterior</i>	\$58,575	\$59,281	\$706
General Conditions (ongoing)			
<i>Provide Trailer, Porta Potty, Reproduction, Temporary Facilities, Insurance, Bonds, Special Inspection and Testing, Potholing, Surveying, Video, Install and Maintain Stormwater Best Management Practices</i>	\$343,692	\$274,256	-\$69,436
Construction Total To Date	\$5,361,988	\$5,332,257	-\$29,731



STAFF REPORT

Board Meeting Date: April 7, 2021

Prepared By: Brett Hodgkiss/Dave Cosgrove

SUBJECT: SAN DIEGO COUNTY WATER AUTHORITY REBATE FROM METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RATE CASE LITIGATION

RECOMMENDATION: Use rebate amount of \$1,571,006 to offset the financial impact of San Diego County Water Authority rate increases over the next five years.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: The rebate amount of \$1,571,006 is proposed to be used in equal increments of about \$314,201 per year over the next five years to offset San Diego County Water Authority (Water Authority) rate increases, thus reducing the amount of the pass-through increase, which directly benefits customers.

SUMMARY: San Diego County Water Authority (Water Authority) recently received a \$44.4 million rebate from the Metropolitan Water District of Southern California (Metropolitan). On February 25, 2021, the Water Authority's Board of Directors announced a plan to distribute the rebate to its 24 member agencies. Vista Irrigation District's pro-rata share of the rebate is \$1,571,006.

DETAILED REPORT: The rebate was a result of decade-long rate case litigation between the Water Authority and Metropolitan; the Water Authority won on several critical issues in the cases covering 2011 to 2014 and was deemed the prevailing party; as such, the Water Authority was owed legal fees and charges in addition to the damages and interest payments. The payment by Metropolitan was a damages award for Water Stewardship Charges that had been unlawfully assessed by Metropolitan on the Water Authority's independent water supplies transported through Metropolitan facilities from 2011 through 2014. According to the Water Authority's news release, the court rulings will also help avoid future over charges and thereby minimize future disputes of Metropolitan's unlawful Water Stewardship Rate for transporting the Water Authority's independent water supplies through Metropolitan facilities. Additionally, the charges, if they had continued would have cost San Diego County residents more than \$500 million over the life of the Water Authority's water delivery contract with Metropolitan.

Consistent with a decision made by the Water Authority's Board of Directors in 2012, the total amount of monies received was distributed pro-rata to its member agencies. Each member agency's rebate was based on its purchases of municipal and industrial water from 2011 through 2014. The District's pro-rata share was \$1,571,006.35; the funds have been received.

Since the rebate is related to prior water purchases, staff has consulted legal counsel regarding how the rebate can be used. Legal counsel advises that under constitutional directives that the amount of rates may not be more than the cost of the services to be provided, and under the principle that different classes of ratepayers should not subsidize others. Therefore, the District's soundest course for application of the rebates is on future rate relief to offset costs for prospective charges for the same water source in future years. This course of action will provide the congruency in water source cost envisioned by the law without involving the District in forensic studies to determine individual accounts who may previously have paid specific amounts for this water source. The research would involve difficult, expensive, and perhaps subjective, allocations on what customers were served by the particular water source as well as what customers were or are still being served by the District. By providing prospective rate relief, the District preserves the value of the rebate for ratepayers without reducing it by potentially significant administrative expense in performing such forensic research.

Based on this legal counsel's advice, staff recommends using the rebate to offset Water Authority rate increases over the next five years beginning in 2022, lessening the impact of the amount not collected in a given year on future Water Authority pass-through rate increases.

ATTACHMENTS:

- Water Authority News Release
- Member Agency Rate Case Rebates



Our Region's Trusted Water Leader
San Diego County Water Authority

4677 Overland Avenue, San Diego, CA 92123

News Release

Ed Joyce
(949) 276-1675 cell
Ejoyce@sdcwa.org

\$44.4 Million in MWD Overcharges Being Returned to Local Water Agencies

Rate cases move closer to closure with damages payment by MWD

February 25, 2021 – The San Diego County Water Authority's Board of Directors today announced a plan to distribute a rebate of \$44.4 million to its 24 member agencies across the region after receiving a check for that amount from the Los Angeles-based Metropolitan Water District of Southern California to pay legal damages and interest.

The money resulted from the Water Authority's decade-long rate case litigation in state Superior Court seeking to compel MWD to set legal rates and repay overcharges. The Water Authority won several critical issues in cases covering 2011-2014 and was deemed the prevailing party, which means the agency is also owed legal fees and charges in addition to the recent damages and interest payment from MWD.

The court rulings will also help avoid future overcharges and thereby minimize future disputes over MWD's unlawful Water Stewardship Rate for transporting the Water Authority's independent water supplies through MWD facilities. Those charges – if they had continued – would have cost San Diego County residents more than \$500 million over the life of the Water Authority's water delivery contract with MWD.

“This day has been a long time coming,” said Water Authority Board Chair Gary Croucher. “We never wanted to litigate these issues – but if we had not had the courage to do so, MWD would still be collecting the illegal fees and we would not have money to give back to local retail water agencies across the region.”

Per today's decision by the Water Authority's Board, the \$44.4 million will be returned to member agencies in proportion to their overpayments between 2011-2014. The Water Authority

“This day has been a long time coming. We never wanted to litigate these issues – but if we had not had the courage to do so, MWD would still be collecting the illegal fees and we would not have money to give back to local retail water agencies across the region.”

■ Gary Croucher, Board Chair
San Diego County Water Authority

does not have a say in how member agencies use the refunds. The amount of legal fees and costs owed to the Water Authority is yet to be determined.

In addition to damages and interest, the rate case lawsuits generated other substantial benefits, such as requiring an increase in the Water Authority's preferential rights to MWD water by approximately 100,000 acre-feet a year, equivalent to about twice the annual production of the \$1 billion Carlsbad Desalination Project.

In February 2020, the Water Authority's Board of Directors voted to dismiss certain issues from the litigation after securing more than \$350 million in local project subsidy benefits for the San Diego region. In doing so, the Water Authority acknowledged the MWD Board action to stop imposing its Water Stewardship Rate for transporting the Water Authority's independent supplies, thus resolving for now that issue in future rate years.

As the lawsuits wind down, the Water Authority is working collaboratively with MWD member agencies across Southern California to update MWD's long-term water resource and financial plans. MWD's Integrated Resources Plan, known as the IRP, will be the agency's roadmap for the future. The Water Authority is advocating for inclusion of updated data and plans by many MWD member agencies to develop local water supplies such as the Water Authority and its member agencies have done over the past two decades and will continue to do in the future.

###

The San Diego County Water Authority sustains a \$245 billion regional economy and the quality of life for 3.3 million residents through a multi-decade water supply diversification plan, major infrastructure investments and forward-thinking policies that promote fiscal and environmental responsibility. A public agency created in 1944, the Water Authority delivers wholesale water supplies to 24 retail water providers, including cities, special districts and a military base.



Instagram www.instagram.com/sdcwa



www.twitter.com/sdcwa @sdcwa



www.facebook.com/SanDiegoCountyWaterAuthority



www.youtube.com/SDCWAvideo

MWD Rate Case Rebates of \$44,373,872 for Local Water Agencies

<u>Agency</u>	<u>Rebate Amount</u>
Carlsbad MWD	\$1,692,236.88
Del Mar, City of	\$108,025.65
Escondido, City of	\$1,754,022.94
Fallbrook PUD	\$909,412.67
Helix WD	\$2,847,389.34
Lakeside WD	\$348,005.17
Oceanside, City of	\$2,351,413.99
Olivenhain MWD	\$2,039,332.40
Otay WD	\$3,162,939.58
Padre Dam MWD	\$1,157,551.53
Pendleton Military Reserve	\$4,958.08
Poway, City of	\$1,167,915.01
Rainbow MWD	\$1,343,382.03
Ramona MWD	\$596,663.83
Rincon Del Diablo MWD	\$630,780.62
San Diego, City of	\$17,676,521.64
San Dieguito WD	\$368,002.42
Santa Fe ID	\$748,699.93
Sweetwater Authority	\$874,367.74
Vallecitos WD	\$1,590,623.74
Valley Center MWD	\$1,332,471.26
Vista ID	\$1,571,006.35
Yuima MWD	\$98,149.47





STAFF REPORT

Agenda Item: 9

Board Meeting Date: April 7, 2021
Prepared By: Marlene Kelleher
Approved By: Brett Hodgkiss

SUBJECT: IDENTITY THEFT PREVENTION PROGRAM

RECOMMENDATION: Adopt Resolution No. 21-XX revising the Rules and Regulations of Vista Irrigation District relative to the Identity Theft Prevention Program.

PRIOR BOARD ACTION: The Board adopted Resolution No. 09-20 adopting an Identity Theft Prevention Program on March 18, 2009.

FISCAL IMPACT: None.

SUMMARY: In response to and in compliance with requirements of the Fair and Accurate Credit Transaction Act of 2003 (Act), the District adopted an Identity Theft Prevention Program (Program) on March 18, 2009. The Program is intended to aid in the detection of patterns, practices and specific forms of activity that could signal possible identity theft. More specifically, the Program defined “red flags”, implemented procedures for identifying “red flags” and discussed appropriate action to be taken should “red flags” be detected; it also included provisions for reporting on and updating the Program.

The Board of Governors of the Federal Reserve System adopted rules effective June 30, 2014 relating to Red Flag rule requirement that excludes the District from complying with the requirements of the Act. While the District is no longer subject to the requirements of the Act, it will continue implement identity theft best practices.

DETAILED REPORT: Red flag provisions apply to “creditors”. The Board of Governors of the Federal Reserve System updated the definition of “creditor” in the Federal Credit Reporting Act (FRCA) in 2014 to mean an entity that regularly and in the ordinary course of business:

- obtains or uses consumer credit reports directly or indirectly, in connection with a credit transaction
- furnishes information to consumer reporting agencies, as described in section 1681s-2 of this title, in connection with a credit transaction; or
- advances funds to or on behalf of a person, based on an obligation of the person to repay the funds or repayable from specific property pledged by or on behalf of the person

The District does not regularly, or in the ordinary course of business, engage in any of the activities described above. The Federal Trade Commission (Commission) has issued guidance on the “red flag” requirements and the businesses to which they apply. The Commission also clarified that if the answer to all three bullet points above is “no” then the red flag rules do not apply.

While the District intends to continue to keep all confidential information secured and maintain business best practices that aid in the prevention of identity theft, current law no longer requires the District to comply with the Act’s Program. The District does not plan to change its current procedures for opening new accounts or managing existing accounts. Staff will continue to keep computer screens from being viewed by unauthorized personnel and will shred documents that are no longer needed.

The District has contracted with third party service providers, InfoSend and Official Payments Corporation, for electronic bill presentment and payment services and credit card payment processing services, respectively. InfoSend and Official Payments Corporation have adopted and implemented Identity Theft Prevention Programs pursuant to the Commission's Red Flag Rules. The District retains copies of InfoSend's and Official Payment Corporation's statements of compliance under the Federal Trade Commission's Red Flag Rules on file.

ATTACHMENTS:

- Vista Irrigation District Identity Theft Prevention Program last updated March 18, 2009
- Strikeout version of amended sections of Rules and Regulations
- Draft resolution revising Rules and Regulations



Identity Theft Prevention Program

This program is in response to and in compliance with the
Fair and Accurate Credit Transaction Act (FACTA) of 2003
and
The final rules and guidelines for the FACTA issued by the Federal Trade
Commission and federal bank regulatory agencies in November 2007

Adopted March 18, 2009 – Resolution No. 09-20

Program Last Reviewed and Updated: March 18, 2009

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Introduction

On November 9, 2007, the Federal Trade Commission (FTC) and several other Federal agencies published the Identity Theft Red Flag Rule (FR 72:217:63717). All utilities that provide water/wastewater service on credit, i.e., send a bill for past service, are required to develop a program to comply with this rule by May 1, 2009.

The Identity Theft Red Flag Rule requires any creditor to develop a program to detect, prevent, and mitigate identity theft. Utility companies are specifically mentioned in the definition of a creditor, so this Rule clearly applies to water and wastewater utilities.

A Red Flag is "a pattern, practice, or specific activity that indicates the possible existence of identity theft." Identity Theft is "a fraud committed or attempted using the identifying information of another person without authority."

Part I. Assessment of Existing Business Practices

Part I of the Identity Theft Prevention Program is used to identify areas of potential risk within the District's standard customer service business practices. The District has selected specific business processes associated with offering or maintaining accounts, or engaging in other activities, which could raise "red flags" indicating the potential for identity theft. It should be noted that the business practices listed below are typical for most utilities that operate as retailers of drinking water:

- The District provides personnel with the ability to request and review a Customer's personal identifying information when engaging in any of the following activities:
 - Open new accounts;
 - Access existing accounts;
 - Modify existing accounts;
 - Close existing accounts;
 - Processing accounts for bad debt collections.
- The District provides Customers with the ability to do the following action independent of District personnel (either through an automated phone system or online via a third party service provider), and a Customer's personal identifying information is required to complete any of these activities:
 - Make a payment on an account.

Part II. Identification of Red Flags

Part II of the Identity Theft Prevention Program assists the District in identifying Red Flags that may arise during routine handling of new and/or existing accounts.

The District has identified the following events as potential Red Flag sources or categories that might indicate an instance of identity theft.

Event
Documents provided for identification appear to have been altered or forged.
Photograph, physical description and/or other information on the identification is not consistent with the appearance of the person presenting the identification.
Information provided is associated with known fraudulent activity.
Information provided is of a type commonly associated with fraudulent activity (fictitious address and/or phone number is invalid).
The District is notified that it has opened or maintains an account for a person engaged in identity theft.

Part III. Detection of Red Flags

Part III of the Identity Theft Prevention Program addresses the process of detecting Red Flags as related to possible identity theft during the District's routine handling of new and/or existing accounts via telephone, email, or in person. The following is a list of detection methods that the District uses to prevent identity theft by verifying the identity of the Customer:

- When working with Customers in person or via telephone, require Customers to provide the following types of information:
 - Name;
 - Address;
 - Phone number (Home, Work, Alternate); and
 - Same information for a second person on the account (Related ID – spouse, partner, other responsible party).
- When fielding a request to access and/or modify an existing account (such as a change of billing address), verify identity of Customer by requesting specific pieces of personal identifying information such as name and address.

Part IV. Prevention and Mitigation

Part IV of the Identity Theft Prevention Program details response actions for District personnel if the personnel have observed a Red Flag associated with a new or existing utility account. Examples of specific actions that will be taken in response to specific Red Flags are set forth below:

Event	Action
Documents provided for identification appear to have been altered or forged.	<ul style="list-style-type: none"> - Request other forms of identification. - If still an issue, report the incident to the Supervisor.
Photograph, physical description and/or other information on the identification is not consistent with the appearance of the person presenting the identification.	<ul style="list-style-type: none"> - Request other forms of identification. - If still an issue, report the incident to the Supervisor.
Information provided is associated with known fraudulent activity	<ul style="list-style-type: none"> - Report the incident to the Supervisor.
Information provided is of a type commonly associated with fraudulent activity (fictitious address and/or phone number is invalid).	<ul style="list-style-type: none"> - Request other forms of identification. - If still an issue, report the incident to the Supervisor.
The District is notified that it has opened or maintains an account for a person engaged in identity theft.	<ul style="list-style-type: none"> - Contact the Supervisor.

The following is a list of other potential actions to be taken by the District during Red Flag events:

- The District will not open a new account (after review of the presented identifying information and discussion with department supervisor).
- For an existing account, the District may contact the Customer by telephone, U.S. Mail and/or electronic mail and, upon verification of personal identification information on file with the District, present the following alternative courses of action for selection by the Customer:
 - Continue to monitor the account for evidence of identity theft and contact the Customer to discuss possible actions.
 - Close an existing account.
- For all instances of confirmed identity theft, the District will notify local law enforcement and will provide them with all the relevant details associated with the identity theft event.

Part V. Program Administration

Program administration is an important part of the Identity Theft Prevention Program. This section details the training requirements, annual program review, approval and adoption process and annual reporting requirements that are associated with this Program.

A. Staff Training

Any employee with the ability to open a new account, or access/manage/close an existing account will receive training on identifying and detecting Red Flags. They will also be trained in the appropriate response actions in the event that an instance of identity theft is suspected. Key management personnel in appropriate departments will also receive training on the contents of this Program. As necessary, employees will be re-trained annually if the Program is updated to include new methods of identifying and detecting Red Flags, or if new response actions are implemented.

B. Program Review and Update

The District will review and update the Program annually to reflect changes in risks to Customers from identity theft based on factors such as:

- Experiences of the District with identity theft.
- Changes in methods of identity theft.
- Changes in methods to detect, prevent, and mitigate identity theft.
- Changes in the types of accounts that the District offers or maintains.
- Changes in the business arrangements of the District and service provider arrangements.

C. Program Approval and Adoption

This Program, and subsequent modifications, requires review and approval by the District's General Manager and the Board of Directors.

D. Annual Reporting

The District will provide an annual report to the Board of Directors that details the District's compliance with the Federal Trade Commission's Red Flags Rule. The report will address matters related to the Program and address several topic areas including:

- Effectiveness of the policies and procedures of the District in addressing the risk of identity theft in connection with the opening of new accounts and with respect to the management of existing accounts;
- Service provider arrangements;
- Significant incidents involving identity theft and management's response;
- Recommendations for material changes to the Program.

E. Service Provider Oversight

Whenever the District engages a service provider to perform an activity in connection with one or more of the Customer accounts, the District will verify that the activity of the service provider is conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. To accomplish this, the District will require the service provider by contract to have policies and procedures to detect relevant Red Flags that may arise in the performance of the service provider's activities, and either report the Red Flags to the District, or to take appropriate steps to prevent or mitigate identity theft.

Part VI. Additional Security Information

Although the District is not required by the Federal Trade Commission to implement the following business practices, they are provided as guidelines to assist in the prevention of identity theft.

1. Keep computer screens, printed documents, and faxes from being viewed by unauthorized personnel. Use the screensaver locking feature to secure computer screens, and store all documents in a secure area. Immediately shred any documents that are no longer needed for the use intended.
2. Never share your computer while it is under a personal login.
3. Limit access to all forms of Customer information to employees who have a business reason to see it. For example, give employees who respond to Customer inquiries access to Customer files, but only to the extent they need it to do their jobs.
4. Employees with authorization to Customer information should follow these basic steps to maintain the security, confidentiality, and integrity of Customer information, including:
 - a. Locking rooms and file cabinets where records are kept;
 - b. Encrypting sensitive Customer information when it is transmitted electronically via public networks;
 - d. Reporting suspicious attempts to obtain Customer information to designated personnel.
5. Regularly remind effected employees of the legal requirement to keep Customer information secure and confidential. This may include posting reminders about their responsibility for security in areas where customer information is processed and stored.

~~2.4 IDENTITY THEFT PREVENTION PROGRAM~~

~~(Adopted March 18, 2009 – Resolution No. 09-20)
(Program Last Reviewed and Updated: March 15, 2017)~~

~~On November 9, 2007, the Federal Trade Commission (FTC) and several other Federal agencies published the Identity Theft Red Flag Rule (FR 72:217:63717). All utilities that provide water/wastewater service on credit, i.e., send a bill for past service, are required to develop a program to comply with this rule by May 1, 2009.~~

~~The Identity Theft Red Flag Rule requires any creditor to develop a program to detect, prevent, and mitigate identity theft. Utility companies are specifically mentioned in the definition of a creditor, so this Rule clearly applies to water and wastewater utilities.~~

~~A Red Flag is “a pattern, practice, or specific activity that indicates the possible existence of identity theft.” Identity Theft is “a fraud committed or attempted using the identifying information of another person without authority.”~~

~~2.4.1 Part I: Assessment of Existing Business Practices~~

~~Part I of the Identity Theft Prevention Program is used to identify areas of potential risk within the District’s standard customer service business practices. The District has selected specific business processes associated with offering or maintaining accounts, or engaging in other activities, which could raise “red flags” indicating the potential for identity theft. It should be noted that the business practices listed below are typical for most utilities that operate as retailers of drinking water:~~

~~A. The District provides personnel with the ability to request and review a Customer’s personal identifying information when engaging in any of the following activities:~~

- ~~1) Open new accounts;~~
- ~~2) Access existing accounts;~~
- ~~3) Modify existing accounts;~~
- ~~4) Close existing accounts;~~
- ~~5) Processing accounts for bad debt collections.~~

~~B. The District provides Customers with the ability to do the following action independent of District personnel (either through an automated phone system or online via a third party service provider), and a Customer’s personal identifying information is required to complete any of these activities:~~

- ~~1) Make a payment on an account.~~

~~2.4.2 Part II: Identification of Red Flags~~

~~Part II of the Identity Theft Prevention Program assists the District in identifying Red Flags that may arise during routine handling of new and/or existing accounts.~~

~~A. The District has identified the following events as potential Red Flag sources or~~

categories that might indicate an instance of identity theft.

- ~~1) Documents provided for identification appear to have been altered or forged.~~
- ~~2) Photograph, physical description and/or other information on the identification is not consistent with the appearance of the person presenting the identification.~~
- ~~3) Information provided is associated with known fraudulent activity.~~
- ~~4) Information provided is of a type commonly associated with fraudulent activity (fictitious address and/or phone number is invalid).~~
- ~~5) The District is notified that it has opened or maintains an account for a person engaged in identity theft.~~

~~2.4.3 Part III: Detection of Red Flags~~

~~Part III of the Identity Theft Prevention Program addresses the process of detecting Red Flags as related to possible identity theft during the District's routine handling of new and/or existing accounts via telephone, email, or in person. The following is a list of detection methods that the District uses to prevent identity theft by verifying the identity of the Customer:~~

~~A. When working with Customers in person or via telephone, require Customers to provide the following types of information:~~

- ~~1) Name;~~
- ~~2) Address;~~
- ~~3) Phone number (Home, Work, Alternate); and~~
- ~~4) Same information for a second person on the account (Related ID—spouse, partner, other responsible party).~~

~~B. When fielding a request to access and/or modify an existing account (such as a change of billing address), verify identity of Customer by requesting specific pieces of personal identifying information such as name and address.~~

~~2.4.4 Part IV: Prevention and Mitigation~~

~~Part IV of the Identity Theft Prevention Program details response actions for District personnel if the personnel have observed a Red Flag associated with a new or existing utility account.~~

~~A. Examples of specific actions that will be taken in response to specific Red Flags are set forth below:~~

Event	Action
Documents provided for identification appear to have been altered or forged.	Request other forms of identification. If still an issue, report the incident to the Supervisor.
Photograph, physical description and/or other information on the identification is not consistent with the appearance of the person presenting the identification.	Request other forms of identification. If still an issue, report the incident to the Supervisor.
Information provided is associated with known fraudulent activity	1. Report the incident to the Supervisor. 2. 1. _____
Information provided is of a type commonly associated with fraudulent activity (fictitious address and/or phone number is invalid).	Request other forms of identification. If still an issue, report the incident to the Supervisor.
The District is notified that it has opened or maintains an account for a person engaged in identity theft.	Contact the Supervisor.

~~B. The following is a list of other potential actions to be taken by the District during Red Flag events:~~

- ~~1) The District will not open a new account (after review of the presented identifying information and discussion with department supervisor).~~
- ~~2) For an existing account, the District may contact the Customer by telephone, U.S. Mail and/or electronic mail and, upon verification of personal identification information on file with the District, present the following alternative courses of action for selection by the Customer:~~
- ~~3) Continue to monitor the account for evidence of identity theft and contact the Customer to discuss possible actions.~~
- ~~4) Close an existing account.~~
- ~~5) For all instances of confirmed identity theft, the District will notify local law enforcement and will provide them with all the relevant details associated with the identity theft event.~~

~~2.4.5 Part V: Program Administration~~

~~Program administration is an important part of the Identity Theft Prevention Program. This section details the training requirements, annual program review, approval and adoption process and annual reporting requirements that are associated with this Program.~~

~~A. Staff Training~~

~~Any employee with the ability to open a new account, or access/manage/close an existing~~

~~account will receive training on identifying and detecting Red Flags. They will also be trained in the appropriate response actions in the event that an instance of identity theft is suspected. Key management personnel in appropriate departments will also receive training on the contents of this Program. As necessary, employees will be re-trained annually if the Program is updated to include new methods of identifying and detecting Red Flags, or if new response actions are implemented.~~

~~B. Program Review and Update~~

~~The District will review and update the Program annually to reflect changes in risks to Customers from identity theft based on factors such as:~~

- ~~1) Experiences of the District with identity theft.~~
- ~~2) Changes in methods of identity theft.~~
- ~~3) Changes in methods to detect, prevent, and mitigate identity theft.~~
- ~~4) Changes in the types of accounts that the District offers or maintains.~~
- ~~5) Changes in the business arrangements of the District and service provider arrangements.~~

~~C. Program Approval and Adoption~~

~~This Program, and subsequent modifications, requires review and approval by the District's General Manager and the Board of Directors.~~

~~D. Annual Reporting~~

~~The District will provide an annual report to the Board of Directors that details the District's compliance with the Federal Trade Commission's Red Flags Rule. The report will address matters related to the Program and address several topic areas including: Effectiveness of the policies and procedures of the District in addressing the risk of identity theft in connection with the opening of new accounts and with respect to the management of existing accounts;~~

- ~~1) Service provider arrangements;~~
- ~~2) Significant incidents involving identity theft and management's response;~~
- ~~3) Recommendations for material changes to the Program.~~

~~E. Service Provider Oversight~~

~~Whenever the District engages a service provider to perform an activity in connection with one or more of the Customer accounts, the District will verify that the activity of the service provider is conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. To accomplish this, the District will require the service provider by contract to have policies and procedures to detect relevant Red Flags that may arise in the performance of the service provider's activities, and either report the Red Flags to the District, or to take appropriate steps to prevent or mitigate identity theft.~~

~~2.4.6—Part VI: Additional Security Information~~

~~A.—Although the District is not required by the Federal Trade Commission to implement the following business practices, they are provided as guidelines to assist in the prevention of identity theft.~~

- ~~1) —Keep computer screens, printed documents, and faxes from being viewed by unauthorized personnel. Use the screensaver locking feature to secure computer screens, and store all documents in a secure area. Immediately shred any documents that are no longer needed for the use intended.~~
- ~~2) —Never share your computer while it is under a personal login.~~
- ~~3) —Limit access to all forms of Customer information to employees who have a business reason to see it. For example, give employees who respond to Customer inquiries access to Customer files, but only to the extent they need it to do their jobs.~~
- ~~4) —Employees with authorization to Customer information should follow these basic steps to maintain the security, confidentiality, and integrity of Customer information, including:
 - ~~a. —Locking rooms and file cabinets where records are kept;~~
 - ~~b. —Encrypting sensitive Customer information when it is transmitted electronically via public networks;~~
 - ~~c. —Reporting suspicious attempts to obtain Customer information to designated personnel.~~~~
- ~~5. —Regularly remind effected employees of the legal requirement to keep Customer information secure and confidential. This may include posting reminders about their responsibility for security in areas where customer information is processed and stored.~~

RESOLUTION NO. 21-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT RESCINDING RESOLUTION NO. 09-20 AND
REVISING CERTAIN PROVISIONS OF THE DISTRICT'S RULES AND REGULATIONS
RELATIVE TO THE IDENTITY THEFT PREVENTION PROGRAM

WHEREAS, on March 18, 2009 the Board of Directors of Vista Irrigation District adopted Resolution No. 09-20 adopting an Identity Theft Prevention Program in response to and in compliance with requirements of the Fair and Accurate Credit Transactions Act of 2003; and

WHEREAS, the Board of Governors of the Federal Reserve System updated the definition of "creditor" in the Federal Credit Reporting Act to exclude the District from the requirements of this law; and

WHEREAS, the District does not plan to change its current procedures related to Identity Theft Prevention and will continue best practices that aid in the prevention of identity theft; and

NOW, THEREFORE, BE IT RESEOLVED by the Board of Directors of Vista Irrigation District that the Board does hereby rescind Resolution No. 09-20 in its entirety, thereby deleting Section 2.4, Identity Theft Prevention Program, from the District's Rules and Regulations.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors for the Vista Irrigation District on this 7th day of April 2021 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Patrick H. Sanchez, President

ATTEST:

Lisa R. Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Agenda Item: 10

Board Meeting Date: April 7, 2021
Prepared By: Shallako Goodrick
Reviewed By: Marlene Kelleher
Approved By: Brett Hodgkiss

SUBJECT: REQUEST FOR PROPOSAL FOR AUDITING SERVICES

RECOMMENDATION: Approve request for proposal for auditing services for distribution to qualified auditing firms.

PRIOR BOARD ACTION: On June 22, 2016, the Board accepted the proposal for three years of auditing services by White Nelson Diehl Evans LLP.

FISCAL IMPACT: Annual auditing fees are estimated to be \$25,000 to \$35,000.

SUMMARY: On January 20, 2021 the Board reviewed and accepted the fiscal year ended June 30, 2020 audited financial statements and audit report of CliftonLarsonAllen LLP (formerly White Nelson Diehl Evans LLP), which was the final year of their contract. The District is in need of a new firm to provide required auditing services.

DETAILED REPORT: Staff has prepared a RFP for auditing services based on the one used in 2016. A list of local and regional firms has been compiled; these firms represent a combination of firms that have requested, in writing, to be included in the District's next RFP for auditing services as well as a cross section of firms that have experience auditing local water agencies. With the Board's approval, staff will send out the RFP to the firms listed below and bring a recommendation to the Board for consideration.

- DavisFarr
- EideBailly
- Fechter & Company
- Jacobson & Jarvis
- KPMG
- Lance, Soll & Lunghard
- Leaf & Cole
- Macias Gini & O'Connell
- Nigro & Nigro
- The Pun Group
- Teaman Ramirez & Smith

ATTACHMENT: Request for Proposal for Auditing Services



REQUEST FOR PROPOSAL

FOR

AUDITING SERVICES

FOR VISTA IRRIGATION DISTRICT

PROPOSALS DUE:
WEDNESDAY, APRIL 28, 2021
4:00 p.m.

Request for Proposal for Auditing Services

Vista Irrigation District (District) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2021, June 30, 2022 and June 30, 2023, with the option to extend for two additional years in total.

Background and General Information:

1. The District

Vista Irrigation District was organized in September 1923. Its mission is to provide a safe and reliable supply of water to its customers. The District currently serves 28,900 accounts with a population of 135,000 people.

The service area lies within the northwestern quadrant of San Diego County, encompassing approximately 21,200 acres in its service area. Historically, the District has received 20% of its water supply from Lake Henshaw, which along with the surrounding 43,000-acre Warner Ranch is owned and operated by the District. The remaining 80% of the District's supply comes from purchased water sources, including the Colorado River, desalinated water and the Sacramento River/San Joaquin River Delta in Northern California. These sources are conveyed to the District via aqueducts owned and operated by water wholesalers, the Metropolitan Water District of Southern California and the San Diego County Water Authority.

The District budgeted 89 employees for fiscal year ending June 30, 2021.

2. Organizational Structure

A five member elected Board of Directors (Board) governs the District. The General Manager and administrative staff implement the policies approved by the Board and handle the District's day-to-day operations.

3. Accounting System

The District accounts for its operations as an enterprise fund on the accrual basis of accounting.

The District's financial records are maintained by the Finance Section. The accounting records are computerized on a PC network utilizing Tyler Technologies Incode software applications. The District issues approximately 2,700 checks, excluding payroll, per year. There are no known exceptions to accounting principles generally accepted in the United States or other material accounting problems.

The District routinely prepares reconciliations of accounts using Excel software and will make these workpapers available to the firm through the course of the audit.

4. Name of Contact Persons/Workspace and Resources Provided

The auditor's principal contact with the District will be the District's Senior Accountant, or a designated representative, who will coordinate the assistance to be provided by the District to the auditor. Reasonable workspace will be provided along with access to a telephone line, photocopying facilities and facsimile machines.

5. Finance Section and Clerical Assistance

The Finance Section staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the District, with the assistance of the auditor.

Scope of Audit and Accounting Services:

The District is seeking a firm experienced in auditing Water and/or Irrigation Districts to be responsible for all phases of an audit of the District's financial statements, to issue an opinion and report to the Board, and to provide miscellaneous auditing, accounting and consulting services as requested.

The following items are specifically required:

1. An annual audit of the District's current year financial statements, with comparative data for the prior year, for the period beginning July 1 and ending June 30 beginning with fiscal year 2021 for a minimum period of three years subject to Board approval. Depending upon service performance, timeliness of reports, responsiveness to the District needs, and other audit related issues, there will be a possibility of a contract extension for an additional two years. Annual audit service fees for the additional years will be negotiated between the audit firm and the District as necessary.
2. The audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standard*, issued by the Comptroller General of the United States including all applicable auditing standards issued by the American Institute of Certified Public Accountants, as well as the State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts.
3. It is expected that the selected audit firm will keep the District informed of new guidance and developments that may affect water and/or irrigation district accounting and finance.
4. The District acknowledges that it is management's responsibility for the reliability, accuracy and completeness of financial presentations.

5. Upon completion of the interim fieldwork, any deficiencies in the internal control system should be communicated to the Finance Supervisor and Director of Administration.
6. The District does not anticipate a requirement for a single audit covering federal financial assistance. However, the audit firm should be familiar with the Single Audit Act, and will review the District's status with regard to the Single Audit Act's guidelines and requirements. Should the need arise for an audit in accordance with the Single Audit Act, the fee can be negotiated based on rates listed in Attachment 1 - Audit Service Fee Response Sheet.
7. The audit firm will evaluate the adequacy of the internal control system, and where weaknesses are noted, make appropriate recommendations for improvements. A management letter will be submitted by the audit firm if material weakness are noted or otherwise deemed appropriate. The audit firm will issue the appropriate SAS 112 and/or SAS 114 letters as applicable and any other SAS letters that may become part of the auditing requirement.
8. The District requires that the audit firm review the District's accounting practices and issue a Best Practices recommendation letter for items that do not qualify as reportable under the terms of SAS 112 or SAS 114 or any other SAS reporting requirements that may arise in the future. Additionally, the audit firm should periodically review past year's Best Practices recommendations to ensure that any agreed-upon recommended improvements continue to be implemented.
9. The audit firm will be familiar with the high standards of reporting of the Governmental Finance Officers Association (GFOA) to assist the District in preparing its Comprehensive Annual Financial Report (CAFR) to meet those standards and to continue to receive the Certificate of Achievement for Excellence in Financial Reporting Award.
10. The District will prepare the CAFR, including the transmittal letter, management's discussion and analysis, financial section and statistical sections, with the exception of the Statement of Cash Flows, which will be prepared by the audit firm. The District submits its CAFR under GFOA's "Certificate of Achievement for Excellence in Financial Reporting" award program and expects to continue to do so in the future.
11. The audit firm must provide the District with a draft copy of the independent auditor's report and any applicable SAS 112, SAS 114, other SAS required reports, or Best Practices letters on or about, but no later than, December 5th each year. The audit firm will also provide the independent auditor's report and any applicable SAS 112, SAS 114 or other SAS required reports, or Best Practices letters by December 5 in electronic format.

12. A representative from the audit firm will present the audited financial statements to the Board at a regularly scheduled meeting in December or January.
13. To be “on schedule” the audit should be completed and the independent auditor’s report will be submitted no later than December 5 of each year. In order to be “on schedule”, the District will close its books and its financial records will be made available for audit by September 20.
14. The selected audit firm will be required to provide up to 20 hours of consultation annually at no extra charge, either verbal or written as requested, answering questions mainly concerning internal control, auditing or accounting procedures and issues and payroll taxes. In addition, the audit firm shall provide financial advice and counsel on significant matters occurring throughout the year, according to the hourly fee schedule on Attachment 1 if in excess of the base 20 hours of consultation. Please refer to item #10 in the Draft Agreement for Services outlined in Attachment 3.
15. Any consultation, if requested, with the audit firm at or toward the end of the contract will be provided in a timely manner. This consultation will be provided, under the provisions of this agreement, either at no additional cost or according to the hourly fee schedule on Attachment 1, depending on the number of consultation hours already used during that year.
16. The audit firm shall make its working papers available to the District, state agencies and other parties upon the direction of the District.
17. The District values consistency and efficiency. It is requested that the same audit staff be assigned to the audit from the beginning to the end of the annual audit. In addition, it is requested that any new staff are supervised during the time they are on the premises.
18. Any exceptions to the District’s requirements should be clearly indicated in the proposal.

District Staff will provide:

1. Trial balances after posting all year-end journal entries.
2. Supporting schedules for all balance sheet accounts.
3. Confirmation requests, attorney verifications, etc.
4. Supporting documents required for audit verification.
5. Draft of the CAFR which will include the following:
 - a. Transmittal Letter

- b. Management Discussion and Analysis
- c. Statement of Net Position
- d. Statement of Revenues, Expenses and Changes in Net Position
- e. Notes to the Financial Statements
- f. Statistical Section

Response Requested:

Your proposal must provide the following information concerning your audit firm:

1. Qualification of the audit firm:
 - a. A description of the firm, including whether the firm's audit organization is national, regional or local and indicate the location of the office that has responsibility for the audit.
 - b. Indicate the number of personnel by level located within the proposing office that will perform the audit.
 - c. Relevant prior experience including auditing of water and/or irrigation districts, with an emphasis on water and/or irrigation districts that are members of the San Diego County Water Authority (SDCWA).
 - d. References from at least five California water and/or irrigation districts, preferably from those that are members of the SDCWA which conduct enterprise type activities including addresses and phone numbers of District finance officials who are familiar with your audit firm's performance and number of years served.
 - e. A description of work performed in the San Diego, Orange or Riverside County areas, related to water and/or irrigation districts.
 - f. A description of the partner, manager and key staff to be assigned to the engagement including their resumes. Key staff personnel who are assigned the actual audit responsibilities are considered important from an evaluation standpoint.
 - g. Describe any regulatory action taken against the audit firm or local office.
 - h. The audit firm is required to submit a copy of the report of its most recent external peer review, with a statement whether the peer review included a review of specific government engagements.
 - i. Express ability to meet requirements of Draft Agreement for Services (Attachment 3).

2. Audit approach:
 - a. Express agreement to meet or exceed the service specifications described above. This should include, at a minimum, the general approach, organization of audit team and expectation of assistance from District staff.
 - b. A tentative schedule for the performance of the key phases of the audit.
 - c. A brief description of the audit procedures to be followed with particular emphasis on performing the audit.
3. Fees:
 - a. The formal bidding proposal shall contain all pricing information, relative to performing the engagement as described in this Request for Proposal. A schedule of rates for partners, managers, supervisors, seniors, staff, specialists and any others multiplied by the number of hours anticipated by each should be included. The bidding proposal should contain all direct and indirect costs including out-of-pocket expenses to arrive at an All-Inclusive Maximum Price by audit year.
 - b. The summarized All-Inclusive Maximum Price by audit year should be summarized on the Audit Service Fee Response Sheet, Attachment 1.
 - c. If it should become necessary for the District to request the audit firm to render additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued with this engagement, such additional work shall be performed only if set forth in an addendum to the contract between the District and the audit firm. Any such additional work agreed to between the District and the audit firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the formal bidding proposal.

Evaluation Criteria:

The proposal will be reviewed and evaluated based on the audit firm's overall qualifications. Proposals should be concise and to the point to facilitate ease of evaluation. Audit firms will be judged on the following criteria and not solely on the lowest fee.

1. Qualifications of the audit firm, including experience within the past five years, auditing water and/or irrigation districts, especially those that are members of the SDCWA.

2. References from at least five California water and/or irrigation districts the audit firm has audited in the past five years, with emphasis on any that are members of the SDCWA.
3. Qualifications of assigned individuals.
4. Understanding of the engagement.
5. Acceptability of audit approach and ability to meet deadlines.
6. Overall fees.
7. Express written assurance that the audit firm has or will obtain insurance in accordance with the District's insurance requirements.

Selection Process:

Written proposals may be submitted by email to smontgomery@vidwater.org or by United States mail/other delivery service to Vista Irrigation District, 1391 Engineer Street, Vista, California 92081-8840 (Attn: Susan Montgomery, Senior Accountant); proposals must be received by no later than 4:00 p.m. on Wednesday, April, 28, 2021.

District Staff will review the proposals. Selected audit firms may then be asked to prepare an oral presentation or participate in an interview. Recommendations will be presented to the Board of Directors, in preparation for negotiating and executing an agreement for services.

Questions:

Any questions should be directed to Susan Montgomery, Senior Accountant at (760) 597-3180. The District's office is currently closed as a precautionary measure due to the COVID-19 pandemic. We are unable to welcome appointments to visit the District office at this time for an on-site inspection. For review of other recent reports and/or accounting procedures, please contact the Senior Accountant.

Attachments:

Number	Description
1.	Audit Service Summary Fee Response Sheet
2.	Comprehensive Annual Financial Report for the Year Ended June 30, 2020.
3.	Draft Agreement for Services

ATTACHMENT 1
AUDIT SERVICE
SUMMARY FEE RESPONSE SHEET

Services	Fiscal Year Ending 6/30/21	Fiscal Year Ending 6/30/22	Fiscal Year Ending 6/30/23
Financial Audit; and up to 20 hrs of consultation; and any communication at the end of the contract. (inclusive of all out-of-pocket expenses)			
Hourly rates: Partner Manager Staff Clerical Other _____			



STAFF REPORT

Board Meeting Date: April 7, 2021
Prepared By: Brett Hodgkiss

SUBJECT: AGREEMENT WITH KRONICK MOSKOVITZ TIEDEMANN & GIRARD FOR SPECIAL COUNSEL SERVICES

RECOMMENDATION: Authorize the General Manager to execute an Agreement for Services with Kronick Moskowitz Tiedemann & Girard for Special Counsel Services related to implementation of the San Luis Rey Indian Water Rights Settlement.

PRIOR BOARD ACTION: On March 17, 2021, the Board selected Kronick Moskowitz Tiedemann & Girard (Kronick) to serve as the District's Special Counsel for implementation of the San Luis Rey Indian Water Rights Settlement and authorized the General Manager to negotiate terms and condition of the Agreement for Services (Agreement).

FISCAL IMPACT: \$350 per hour plus reimbursable expenses; a more detailed list of rates and reimbursable expenses can be found in Exhibit B, Fee Schedule, of the Agreement.

SUMMARY: At its January 20, 2021 meeting, the Board authorized staff to send a Request for Proposal for Special Counsel Services to assist with implementation of San Luis Rey Indian Water Rights Settlement Agreement to selected attorneys/firms. The District received 17 proposals by the February 26, 2021 deadline and selected six attorneys/firms to interview. After interviewing each of the attorneys/firms, the Board selected Kronick to serve as the District Special Counsel.

DETAILED REPORT: The term of the Agreement with Kronick is year to year. Any request to adjust the Fee Schedule must be submitted 90 days prior to the effective date of the adjustment; the District has the right to determine the reasonableness of the proposal and the right to accept, reject or negotiate the proposed adjustment. The District reserves the right to terminate this Agreement at any time, with or without cause, upon 10 days written notice to Kronick. The Scope of Work (Exhibit A) outlines the duties and responsibilities of Special Counsel and identifies Scott Morris as the Principal Attorney and Holly Roberson as Alternate Attorney; the Fee Schedule (Exhibit B) is based on information contained in Kronick's proposal as well as discussions with Scott Morris.

ATTACHMENT: Agreement for Services



AGREEMENT FOR LEGAL SERVICES
BETWEEN VISTA IRRIGATION DISTRICT AND
KRONICK MOSKOVITZ TIEDEMANN & GIRARD

This Agreement is made and entered into as of _____, by and between VISTA IRRIGATION DISTRICT, a special governmental district formed and operating under the Irrigation District Law, California Water Code Sections 20500, et seq. (hereinafter referred to as "DISTRICT"), and KRONICK MOSKOVITZ TIEDEMANN & GIRARD, a California corporation (hereinafter referred to as "ATTORNEY").

RECITALS

- A. DISTRICT is in need of the following services: Special Counsel for Water Rights (hereinafter referred to as the "Services").
- B. ATTORNEY is duly licensed (where appropriate) and qualified to provide the Services.
- C. The purpose of this agreement is to establish the terms and conditions under which DISTRICT will retain ATTORNEY to provide the Services described herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions and terms set forth below, DISTRICT and ATTORNEY hereby agree as follows:

SECTION ONE: ATTORNEY SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, ATTORNEY shall provide the Services as described in the scope of work attached hereto as Exhibit "A" ("Scope of Services"). If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "Services" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. DISTRICT shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from the Services.

1.2.1 No such new or changed work shall be undertaken unless a written order is first given by DISTRICT to ATTORNEY, incorporating therein any adjustment in (i) the Fee Schedule attached hereto as Exhibit "B," and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of ATTORNEY.

1.2.2 It is expressly understood by ATTORNEY that the provisions of this Section 1.2 shall not apply to Services specifically set forth in the Scope of Services or reasonably contemplated therein.

1.3 Standard of Performance. ATTORNEY agrees that all Services shall be performed in a competent, professional, and satisfactory manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in accordance with generally accepted professional practices and principles prevalent in the industry; and all goods, materials, equipment or personal property included within the Services shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of DISTRICT. ATTORNEY shall perform all work and tasks comprising the Services to the satisfaction of DISTRICT within the time specified. If DISTRICT reasonably determines that any portion of the Services is not satisfactory, DISTRICT shall have the right to take appropriate action, including but not limited to: (a) meeting with ATTORNEY to review the quality of the work and resolve matters of concern; (b) requiring ATTORNEY to repeat unsatisfactory work at no additional charge until they are satisfactory; (c) suspending the delivery of work to ATTORNEY for an indefinite time; (d) withholding payment; and (e) terminating this Agreement as hereinafter set forth.

1.5 Instructions from DISTRICT. In the performance of this Agreement, ATTORNEY shall report to and receive instructions from DISTRICT's Project Manager designated in Paragraph 1.6 below, or his or her designee. Services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of DISTRICT.

1.6 Project Management.

1.6.1 ATTORNEY designates Scott Morris to serve as Principal Attorney and to provide supervision and have overall responsibility for this Agreement on behalf of ATTORNEY. Principal Attorney shall not be removed or reassigned without the prior written approval of DISTRICT.

1.6.2 DISTRICT designates Brett Hodgkiss to serve as DISTRICT's Project Manager to provide overall responsibility for this Agreement on behalf of DISTRICT.

1.7 Familiarity with Work. By executing this Agreement, ATTORNEY warrants that ATTORNEY (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under the Agreement. If the Services involve work upon any site, ATTORNEY warrants that ATTORNEY has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should ATTORNEY discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Services hereunder, ATTORNEY shall immediately inform DISTRICT of such fact and shall not proceed except at ATTORNEY's risk until written instructions are received from DISTRICT's Project Manager.

1.8 Prohibition Against Subcontracting or Assignment. ATTORNEY shall not contract with any other entity to perform in whole or in part any of the Services required hereunder without the prior express written approval of DISTRICT. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of DISTRICT.

1.8.1 In the event of any unapproved transfer, including any bankruptcy proceeding, DISTRICT may, in its sole and absolute discretion, void the Agreement.

1.8.2 If ATTORNEY subcontracts any of the Services to be performed under this Agreement as permitted under this Agreement, ATTORNEY shall be as fully responsible to DISTRICT for the acts and omissions of ATTORNEY's subcontractor and of the persons employed by the subcontractor, as ATTORNEY is for the acts and omissions of persons directly employed by ATTORNEY. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of ATTORNEY and DISTRICT. ATTORNEY shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement applicable to ATTORNEY's work unless specifically set forth to the contrary in the subcontract in question and approved in writing by DISTRICT. It shall be ATTORNEY's responsibility to confirm that each subcontractor meets the minimum insurance requirements specified below.

1.8.3 No approved subcontract or transfer shall release any surety of ATTORNEY of any liability hereunder without the prior express written consent of DISTRICT.

1.8.4 Nothing contained herein shall prevent ATTORNEY from employing professional associates as ATTORNEY may deem appropriate to assist in the performance of Services under this Agreement.

1.9 Records and Reports. Upon request by DISTRICT, ATTORNEY shall prepare and submit to DISTRICT any reports concerning ATTORNEY's performance of the Services rendered under this Agreement. DISTRICT shall have access, upon reasonable notice, to the books and records of ATTORNEY related to ATTORNEY's performance of this Agreement. All drawings, documents, and other materials prepared by ATTORNEY in the performance of this Agreement (a) shall be the property of DISTRICT and shall be delivered at no cost to DISTRICT upon request of DISTRICT or upon the termination of this Agreement, and (b) are confidential and shall not be made available to any individual or entity without the prior written approval of DISTRICT. ATTORNEY shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and DISTRICT shall have access to such records at any time during normal business hours upon 48 hours notice.

SECTION TWO: TERM AND TIME OF PERFORMANCE

2.1 Term of Agreement. This Agreement shall continue from year to year unless either party gives notification to the other to modify or terminate the Agreement in its entirety as set forth in Section 6.

2.1.1 ATTORNEY may request an adjustment to the Fee Schedule, Exhibit "B". ATTORNEY must submit the proposal for adjustment to the DISTRICT at least 90 days prior to the effective date of the requested adjustment. The DISTRICT reserves both the right to determine the reasonableness of the proposal and the right to accept, reject or negotiate ATTORNEY's proposed adjustment.

2.2 Time for Performance; Force Majeure. ATTORNEY shall perform the Services in a prompt and timely manner in accordance with the activity schedule shown in Exhibit "C." The time period specified in the activity schedule or this Agreement for performance of Services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of DISTRICT or ATTORNEY, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation and/or acts of any governmental agency, including DISTRICT, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay.

2.2.1 If ATTORNEY is the delaying party, DISTRICT shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of DISTRICT such delay is justified. DISTRICT's determination shall be final and conclusive upon the parties to this Agreement.

2.2.2 In no event shall ATTORNEY be entitled to recover damages against DISTRICT for any delay in the performance of this Agreement, however caused. ATTORNEY's sole remedy shall be extension of this Agreement pursuant to this Paragraph 2.2.

SECTION THREE: COMPENSATION AND PAYMENT

3.1 Compensation. ATTORNEY shall be compensated in accordance with the terms of the Fee Schedule attached hereto as Exhibit "B." Unless otherwise specified in the Fee Schedule, DISTRICT shall compensate ATTORNEY on a time-and-materials basis at the rates listed in Exhibit "B."

3.2 Payment. ATTORNEY shall submit itemized monthly statements for Services rendered under this Agreement. Each monthly statement shall reference this Agreement, the Work Order number (if applicable), the date and description of Services performed, and the amount invoiced. DISTRICT shall pay the statements within 30 days of receipt. Payments shall be subject to review for compliance by DISTRICT with the requirements of this agreement, and shall be subject to a final audit upon completion of all Services. No other compensation will be paid except for work in accordance with Paragraph 1.2 above.

3.2.1 Total Payment. DISTRICT shall not, absent prior written approval, pay any additional sum for any expense or cost incurred by ATTORNEY in rendering the Services pursuant to this Agreement. DISTRICT shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall ATTORNEY submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

3.2.2 Hourly Fees. Fees for the Services performed by ATTORNEY on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit B.

3.2.3 Reimbursable Expenses. Unless otherwise set forth in Exhibit B, reimbursable expenses of ATTORNEY are included within, and count against, any maximum amount specified in Exhibit B of this Agreement.

3.2.4 Payment of Taxes. ATTORNEY is solely responsible for the payment of employment taxes incurred under this Agreement, and for the payment of any applicable federal, state or local taxes arising as a result of the performance of this Agreement.

3.2.5 Payment upon Termination. In the event that DISTRICT OR ATTORNEY terminates this Agreement pursuant to Section 6, DISTRICT shall compensate ATTORNEY for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. ATTORNEY shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

3.3 Retention of Funds. ATTORNEY hereby authorizes DISTRICT to deduct from any amount payable to ATTORNEY (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate DISTRICT for any losses, costs, liabilities, or damages suffered by DISTRICT in connection with this Agreement or the activities of ATTORNEY hereunder, and all amounts for which DISTRICT may be liable to third parties by reason of ATTORNEY's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform ATTORNEY's obligations under this Agreement. DISTRICT in its sole and absolute discretion may withhold from any payment due ATTORNEY, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of DISTRICT to exercise such right to deduct or withhold shall not act as a waiver of ATTORNEY's obligation to pay DISTRICT any sums ATTORNEY owes DISTRICT.

SECTION FOUR: INSURANCE AND INDEMNITY

4.1 Insurance. ATTORNEY shall carry all insurance required by Federal, State, County and local laws. ATTORNEY shall procure and maintain, during the life of the AGREEMENT, adequate worker's compensation, public liability, professional liability (where applicable) and property damage insurance. The specific requirements for insurance as set forth in this article shall be considered minimum requirements. ATTORNEY shall procure and maintain, during the life of this AGREEMENT, such commercial general liability and automobile liability insurance necessary to protect ATTORNEY and DISTRICT from all claims for bodily injury, including accidental death and property damage claims arising from operations under this AGREEMENT. DISTRICT shall be named as additional primary insured on ATTORNEY's policy without offset against ATTORNEY's existing insurance and the certificate of insurance shall include reference to such provisions.

4.1.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

(c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4.1.2 Minimum Limits of Insurance. ATTORNEY shall maintain limits no less than:

(a) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the general and products-completed operations aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury, death, and property damage.

(c) Professional Liability: \$1,000,000 per claim for negligent acts, errors or omissions of a professional nature.

(d) Workers' Compensation: California Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided as required by law, with limits of not less than \$1,000,000.00 per accident or bodily injury, and \$1,000,000.00 per disease per employee. In the alternative, ATTORNEY may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of DISTRICT.

4.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either:

(a) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its officers, officials, employees and authorized volunteers; or

(b) ATTORNEY shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of ATTORNEY; and with respect to liability arising out of work or operations performed by or on behalf of ATTORNEY including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to ATTORNEY's insurance using ISO endorsement CG2010, CG2033, or equivalent, or as a separate owner's policy.

(b) For any claims related to this Project, ATTORNEY's insurance coverage shall be primary insurance as respects DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of ATTORNEY's insurance and shall not contribute within.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days prior written notice by mail, has been given to DISTRICT, except for non-payment of premium for which 10 days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. ATTORNEY shall, upon demand of DISTRICT, deliver to DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

4.1.5 Acceptability of Insurers. To be acceptable, insurers must have an A.M. Best rating of no less than A minus: VII, or equivalent, unless otherwise approved by DISTRICT General Manager.

4.1.6 Verification of Coverage. ATTORNEY shall furnish DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

4.2 Indemnity. The parties mutually acknowledge that DISTRICT has retained ATTORNEY to perform the Services set forth in this Agreement based upon the special skills, expertise and experience of ATTORNEY. Accordingly, in performing the Services under this Agreement, ATTORNEY shall use the skill and care that a highly specialized professional, with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that ATTORNEY retains sub-attorneys or subcontractors to perform any portion of any of the tasks or Services under this Agreement, ATTORNEY has a duty to DISTRICT to ensure that the tasks and Services performed by such sub-attorneys or subcontractors meet the same professional level, skill and expertise expected of ATTORNEY.

4.2.1 ATTORNEY shall indemnify, defend (with legal counsel acceptable to DISTRICT) and hold harmless DISTRICT and DISTRICT personnel from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of ATTORNEY's performance of any tasks or Services for or on behalf of DISTRICT, whether or not there is concurrent negligence on the part of DISTRICT and/or any DISTRICT personnel, but excluding any Claims arising from the active negligence or willful misconduct of DISTRICT or any DISTRICT personnel where the active negligence or willful misconduct is determined to be the actual and proximate cause of the alleged injury.

SECTION FIVE: LEGAL RELATIONS AND RESPONSIBILITIES

5.1 ATTORNEY shall keep itself fully informed of all existing and future State and Federal laws and all county, municipal and DISTRICT ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of the Services pursuant to this Agreement. ATTORNEY shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work performed by or on behalf of ATTORNEY. ATTORNEY shall cause all completed deliverables required under this Agreement to conform to all applicable Federal, State and local legal requirements. When applicable, ATTORNEY shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

5.1.1 Requirement to Employ Persons Legally Authorized to Work. ATTORNEY shall not hire or employ any person to perform work within DISTRICT or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. ATTORNEY acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. ATTORNEY shall require the same of all of its sub-attorneys and subcontractors.

5.2 Licenses, Permits, Fees and Assessments. ATTORNEY shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the Services required by this Agreement. ATTORNEY shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for ATTORNEY's performance of any work required by this Agreement, and shall indemnify, defend, and hold harmless DISTRICT against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against DISTRICT thereunder.

5.3 ATTORNEY as Independent Contractor. ATTORNEY shall perform the Services and all work required herein as an independent ATTORNEY of DISTRICT and shall remain at all times as to DISTRICT a wholly independent contractor. DISTRICT shall not in any way or for any purpose become or be deemed to be a partner of ATTORNEY in its business or otherwise, or a joint venturer, or a member of any joint enterprise with ATTORNEY. ATTORNEY shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of DISTRICT. ATTORNEY shall be under the control of DISTRICT as to the result to be accomplished but not the means; provided, however, that ATTORNEY shall consult with DISTRICT as provided in the Scope of Work. Neither ATTORNEY nor any of ATTORNEY's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from DISTRICT; and neither ATTORNEY nor any of its employees shall be paid by DISTRICT time and one-half for working in excess of 40 hours in any one week. DISTRICT is under no obligation to withhold State and Federal tax deductions from ATTORNEY's compensation. Neither ATTORNEY nor any of ATTORNEY's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

5.4 Ownership of Data, Reports and Documents. Any work performed by or work product prepared or generated by ATTORNEY under this Agreement shall be the property of DISTRICT. ATTORNEY shall deliver to DISTRICT's Project Manager, at the end of the Project, notes and surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of DISTRICT. ATTORNEY is not responsible to third parties for DISTRICT's use of data, reports and documents on other projects. DISTRICT may use or reuse the materials prepared by ATTORNEY in any manner desired without additional compensation to ATTORNEY.

5.5 Intellectual Property and Proprietary Information.

5.5.1 Proprietary Information. All proprietary information developed specifically for DISTRICT by ATTORNEY in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including ATTORNEY's underlying materials, software, or know-how, shall be the sole and exclusive property of DISTRICT, and are confidential and shall not be made available to any person or entity without the prior written approval of DISTRICT. ATTORNEY agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of ATTORNEY's Services under this Agreement. ATTORNEY further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of Services by ATTORNEY under this Agreement shall be made to DISTRICT, and that ATTORNEY shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by DISTRICT.

5.5.2 Reproduction Rights. Any and all patents and copyrights that arise from the Services or the creation of work in carrying out this Agreement shall be vested in DISTRICT, and ATTORNEY hereby agrees to relinquish all claims to such copyrights in favor of DISTRICT.

5.5.3 Use of Patented Materials. ATTORNEY shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the Services performed by ATTORNEY under this Agreement. ATTORNEY shall indemnify, defend, and save DISTRICT harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

5.6 Covenant Against Discrimination. ATTORNEYS and contractors doing business with DISTRICT are expected to be equal opportunity employers who achieve or attempt to achieve parity in the representation of women and minorities in their work force. In this regard:

5.6.1 ATTORNEY covenants on behalf of itself and its employees, officers, agents, representatives and subcontractors that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement.

5.6.2 ATTORNEY shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, sexual orientation, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by ATTORNEY in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations.

5.6.3 ATTORNEY shall comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans and Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), as the same may be amended from time to time, and any other applicable Federal and State laws and regulations hereinafter enacted.

5.7 Compliance with California Unemployment Insurance Code Section 1088.8. If ATTORNEY is a sole proprietor, then prior to signing the Agreement, ATTORNEY shall provide to DISTRICT a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. ATTORNEY understands that pursuant to California Unemployment Insurance Code section 1088.8, DISTRICT will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

5.8 Conflicts of Interest Prohibited.

5.8.1 No officer, official, employee, agent, representative or volunteer of DISTRICT shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State or DISTRICT statute, ordinance, or regulation. ATTORNEY shall not employ any such person while this Agreement is in effect.

5.8.2 ATTORNEY shall file a Conflict of Interest Statement with the Secretary of the Board of Directors if that is required by DISTRICT's Conflict of Interest Code. ATTORNEY is responsible for compliance with any applicable financial disclosure requirements. ATTORNEY shall not make or participate in making or in any way attempt to use ATTORNEY's position to influence a governmental decision in which ATTORNEY knows or has reason to know ATTORNEY has a financial interest other than the compensation promised by this agreement. ATTORNEY represents that ATTORNEY has diligently conducted a search and inventory of ATTORNEY's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that ATTORNEY does not, to the best of ATTORNEY's knowledge, have an economic interest which would conflict with ATTORNEY's duties under this agreement. ATTORNEY will not have such interest during the term of this agreement. ATTORNEY will immediately advise DISTRICT's Project Manager if ATTORNEY learns of an economic interest of ATTORNEY's during the term of this Agreement.

5.9 Covenant Against Contingent Fee. ATTORNEY covenants that neither it nor any of its officers, employees, agents or representatives employed or retained any company or person, other than a bona fide employee working for ATTORNEY, to solicit or secure this Agreement. ATTORNEY further covenants that neither it nor any of its officers, employees, agents or representatives has paid or agreed to pay any company or person, other than a bona fide employee of ATTORNEY, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this provision, DISTRICT shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

5.10 Unauthorized Use of DISTRICT's Name. Except as required by law or with the prior written consent of DISTRICT (which consent may be withheld in DISTRICT's sole and absolute discretion), ATTORNEY shall not use DISTRICT's name, seal or logo on marketing materials, nor shall ATTORNEY state, imply or in any way represent to any third party that DISTRICT has endorsed or approved ATTORNEY or any of its Services or products.

5.11 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than DISTRICT and ATTORNEY any rights or remedies under or by reason of this Agreement. There are no third party beneficiaries to this Agreement or the Services and work performed hereunder.

5.12 Facilities and Equipment: Except as otherwise provided, ATTORNEY shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. In no event shall DISTRICT be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and copying facilities.

SECTION SIX: TERMINATION AND DEFAULT

6.1 Termination By DISTRICT. DISTRICT reserves the right to terminate this Agreement at any time, with or without cause, upon 10 days written notice to ATTORNEY. Upon receipt of any notice of termination from DISTRICT, ATTORNEY shall immediately cease all work on the Services hereunder except such as may be specifically approved in writing by DISTRICT.

6.1.1 ATTORNEY shall be entitled to compensation for all work performed and Services rendered prior to receipt of DISTRICT's notice of termination and for any portion of the Services authorized in writing by DISTRICT thereafter. If termination occurs prior to completion of any portion of the Services for which a payment request has not been received, compensation for such performed but un-invoiced portion of the Services shall be based upon an amount mutually agreed to by DISTRICT and ATTORNEY. If, at the time of termination further compensation is due ATTORNEY, ATTORNEY shall not be entitled to such compensation until all reports, documentation and other work product to be delivered to DISTRICT are delivered to DISTRICT.

6.2 Right to Stop Work; Termination by ATTORNEY. ATTORNEY may withdraw with DISTRICT's consent or if permitted pursuant to the Rules of Professional Conduct of the State Bar of California and/or applicable law. Otherwise, ATTORNEY shall have the right to stop work only if DISTRICT fails to timely make a payment required under the terms of this Agreement. ATTORNEY may terminate this Agreement only in the event of a substantial failure by DISTRICT to perform in accordance with the terms of this Agreement through no fault of ATTORNEY, and upon 30 days' prior written notice to DISTRICT. ATTORNEY shall immediately cease all Services hereunder as of the date ATTORNEY's notice of termination is sent to DISTRICT, except such work or portion of the Services as may be specifically approved in writing by DISTRICT. ATTORNEY shall be entitled to compensation for all Services rendered prior to the date notice of termination are sent to DISTRICT and for any work authorized in writing by DISTRICT thereafter. If ATTORNEY terminates this Agreement because of an error, omission, or a fault of ATTORNEY, or ATTORNEY's willful misconduct, the terms of Paragraph 6.1.2 relating to DISTRICT's right to take over and finish the work and ATTORNEY's liability therefore shall apply.

6.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

6.4 Rights and Remedies are Cumulative. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.5 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

SECTION SEVEN: MISCELLANEOUS

7.1 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, by reputable document delivery service that provides a receipt showing date and time of delivery, or by facsimile or e-mail provided that the facsimile or e-mail system produces a report showing the date and time of delivery. Notices personally delivered, delivered by a document delivery service, or delivered by facsimile or email, shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be addressed as follows:

To DISTRICT: Vista Irrigation District
1391 Engineer Street
Vista, CA 92081-8840
Attn: Brett Hodgkiss, General Manager
Telephone: (760) 597-3117
FAX: (760) 598-8757
E-mail: bhodgkiss@vidwater.org

To ATTORNEY: Kronick Moskovitz Tiedemann & Girard
1331 Garden Hwy, 2nd Floor
Sacramento, CA 95833
Attn: Scott A. Morris
Telephone: (916) 921-4500
FAX: (916) 921-4555
E-mail: smorris@kmtg.com

Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 7.1.

7.2 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

7.3 Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

7.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

7.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (a) such party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said party, (c) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

7.6 Successors. Subject to Paragraph 1.8 above, all of the terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective successors and assigns.

7.7 Integrated Agreement. This Agreement represents the entire understanding of DISTRICT and ATTORNEY as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Agreement.

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

VISTA IRRIGATION DISTRICT

By: _____
Brett Hodgkiss, General Manager

Date: _____

ATTORNEY

Tax I.D. Number: 94-2174974

By: _____
Signature

Date: _____

Name: _____

Title: _____

Email: _____

EXHIBIT A

SCOPE OF WORK

ATTORNEY will perform services for the DISTRICT on an as-needed basis. Duties and responsibilities shall include the following:

1. Attendance at meetings and closed sessions of the Board of Directors of the DISTRICT, as requested by the Board, for the purpose of providing legal services, status reports, and consultation;
2. Attendance at such other meetings, including negotiations sessions, as requested by the President, Board of Directors, General Manager, or other designee;
3. Preparation of draft agreement terms, as well as documents, correspondence, proposals, resolutions, and the like concerning the DISTRICT 's water rights issues;
4. Preparation of written legal opinions on matters concerning the DISTRICT's water rights, particularly as they relate to the San Luis Rey Indian Water Rights Settlement, at the request of the Board, General Manager or designee;
5. Analysis of proposed and enacted legislation, published legal opinions, and other matters that may have an impact on the operations of the DISTRICT related to water rights issues, particularly as they relate to the San Luis Rey Indian Water Rights Settlement Agreement;
6. Consultation with DISTRICT staff and/or the DISTRICT's General Counsel regarding legal questions, litigation, and other matters concerning DISTRICT business, as requested (that may not otherwise be covered by DISTRICT agreements with other legal resources);
7. Engaging in negotiations among the Settlement Parties and other related entities as necessary to protect the DISTRICT's interests in regards to the San Luis Rey Indian Water Rights Settlement; and
8. Such other activities as directed by the Board of Directors President, Board of Directors, General Manager, or other designee.

Restrictions

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

Principal Attorneys

Scott Morris will be the principal attorney assigned to handle the DISTRICT's affairs as set forth in this Agreement. Other attorneys in the firm may be assigned to perform work for the DISTRICT under this Agreement at Scott Morris' discretion, subject to approval by the DISTRICT.

Alternate Attorney

In the event that Scott Morris is unavailable, the DISTRICT should contact the following attorneys (in the following order) to address urgent matters:

Holly Roberson

EXHIBIT B

FEE SCHEDULE

DISTRRICT will pay ATTORNEY according the schedule of hourly rates set forth below.

Scott Morris	\$350/hr.
Holly Roberson	\$335/hr.
<u>Other Professionals</u>	
Shareholders / Senior Counsel / Of Counsel	\$300 to \$375/hr.
Associates	\$275 to \$300/hr.
Paralegals	\$150/hr.
Law Clerks	\$100/hr.

Other Charges

DISTRRICT will reimburse ATTORNEY for the actual, itemized cost of goods and services necessary to perform the work of this Agreement, including:

- Computer-assisted research (Westlaw/Lexis and other on-line services);
- Reimbursable travel expenses for lodging, meals, parking and tolls, plus mileage at the IRS-approved rates;
- Delivery charges for US Mail, Federal Express, courier services, etc.;
- Fees assessed by courts and administrative agencies;
- Non-incidentual reproduction costs (generally more than 200 pages black and white or 50 pages color); \$.15/page for black and white and \$.75/page for color; and
- Pre-approved costs for experts, consultants, or other unusual goods or services, if any.

ATTORNEY will not charge for, nor will DISTRRICT pay for:

- Faxes sent or received;
- Standard office furniture, machinery or computing devices, including software;
- Telephone services;
- Secretarial services or staff time;
- Incidentual reproduction and/or photocopying (as described above);
- Time engaged in travel; or
- ATTORNEY's initial effort to gain familiarity with the San Luis Rey Indian Water Rights Settlement and related implementation issues, including, but not limited to: review of documents; meetings with District Board of Directors, staff, and City of Escondido; and participating in a tour of the Local Water System.

EXHIBIT C

ACTIVITY SCHEDULE

The activity schedule will be established by the DISTRICT's General Manager in consultation with the ATTORNEY.



Agenda Item: 12

STAFF REPORT

Board Meeting Date: April 7, 2021
Prepared By: Brett Hodgkiss

SUBJECT: MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

SUMMARY: Informational report by staff and directors concerning the San Diego County Water Authority. No action will be required.



Our Region's Trusted Water Leader
San Diego County Water Authority

SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING **March 25, 2021**

1. Retirement of Director.
The Board adopted Resolution No. 2021-09 honoring Tony Heinrichs upon his retirement from the Board of Directors.
2. Adopt the Water Planning and Environmental Committee Work Plan for Calendar Years 2021 and 2022.
The Board adopted the Water Planning and Environmental Committee Work Plan for Calendar Years 2021 and 2022.
3. New Treated Water Service Connection Recommendation for City of Poway.
The Board approved the location of the previously authorized City of Poway's (Poway) new treated water service connection near the terminus of the Ramona Pipeline for further planning and design.
4. Engineering and Operations Committee Work Plan for Calendar Years 2021 and 2022.
The Board adopted the Engineering and Operations Committee Work Plan for Calendar Years 2021 and 2022.
5. Professional services contract with Brown and Caldwell for design and engineering support services for the Crossover Pipeline Interstate 15 Bypass project.
The Board authorized the General Manager to award professional services contract to Brown and Caldwell for a not-to-exceed amount of \$2,487,253 to provide design and engineering support services for the Crossover Pipeline Interstate 15 Bypass project.
6. Notice of Completion for the Northern First Aqueduct Structures and Lining Rehabilitation Project.
The Board authorized the General Manager to accept the Northern First Aqueduct Structures and Lining Rehabilitation project as complete, record the Notice of Completion, and release all funds held in retention to Kiewit Infrastructure West, Inc., following the expiration of Notice of Completion period.
7. Monthly Treasurer's Report on Investments and Cash Flow.
The Board noted and filed the Treasurer's report.
8. Adopt the Administrative and Finance Committee Work Plan for Calendar Years 2021 and 2022.
The Board adopted the Administrative and Finance Committee Work Plan for Calendar Years 2021 and 2022.
9. Approve Rainbow Municipal Water District Waiver Request for Late Fee on January 2021 Water Bill.
The Board authorized the General Manager to waive Rainbow Municipal Water District late fee for the January 2021 water invoice.



10. Adopt positions on various bills.
The Board adopted the following positions: Support on AB 692 (Waldron), Oppose on AB 1434 (Friedman), Support if Amended on AB 1500 (E. Garcia), Support on SB 1 (Atkins), Support if Amended on SB 222 (Dodd), Support on SB 230 (Portantino), Support on SB 351, Support on H.R. 1663 (Vargas), and Support on S. 572 (Feinstein/Padilla).

11. Adopt the Legislation and Public Outreach Committee Work Plan for Calendar Years 2021 and 2022.
The Board adopted the Legislation and Public Outreach Committee Work Plan for Calendar Years 2021 and 2022.

12. Adopt positions on Brown Act legislation.
The Board adopted the following positions: Oppose Unless Amended on AB 339 (Lee), Support on AB 361 (Rivas), and Support on AB 703 (Rubio).

13. Adopt the Imported Water Committee Work Plan for Calendar Years 2021 and 2022.
The Board adopted the Imported Water Committee Work Plan for Calendar Years 2021 and 2022.

14. Approval of Minutes.
The Board approved the minutes of the Formal Board of Directors' meeting of February 25, 2021.



STAFF REPORT

Agenda Item: 13.A

Board Meeting Date: April 7, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

SUMMARY: Directors will present brief reports on meetings and events attended since the last Board meeting.



STAFF REPORT

Agenda Item: 13.B

Board Meeting Date: April 7, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: SCHEDULE OF UPCOMING MEETINGS AND EVENTS

SUMMARY: The following is a listing of upcoming meetings and events. Requests to attend any of the following events should be made during this agenda item.

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
1	Rate Setting Under Propositions 218 & 26 (CSDA Two-day Virtual Workshop) <i>Apr.14 and 15, 2021, 9:00 a.m.–12:00 p.m. each day</i> <i>Registration deadline: None</i>	
2	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Apr. 14, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
3	Council of Water Utilities Meeting <i>Apr. 20, 2021, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: None</i>	Sanchez ◊
4	Legislative, Legal and Local Responses to PFAS 2021 (CSDA Webinar) <i>Apr.20, 2021, 10:00 a.m.–12:00 p.m.</i> <i>Registration deadline: None</i>	
5	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>May 12, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
6	ACWA Spring Conference <i>May 12-13, 2021–Virtual</i> <i>Registration deadline: 5/7/21</i>	MacKenzie (R) Vásquez (R) Sanchez (R)
7 *	Vista Historical Society Hall of Fame Luncheon <i>May 15, 2021; Shadowridge Country Club</i> <i>Registration deadline: 5/6/21</i>	
8	Special Districts Legislative Days (CSDA Virtual Conference) <i>May 18-19, 2021; (Monday 9:00 a.m.-4:15 p.m.; Tuesday 9:00 a.m.-2:30 p.m.)</i> <i>Registration deadline: 4/16/21</i>	MacKenzie (R)
9	CSDA Quarterly Meeting <i>May 20, 2021, 6:00 p.m.</i> <i>Registration deadline: TBD</i>	MacKenzie ◊
10	Ask the Experts: Financing Options for Your District (CSDA Webinar) <i>Jun.4, 2021, 10:00–11:30 p.m.</i> <i>Registration deadline: None</i>	
11	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Jun. 9, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
12	Fourth Annual GSA Summit: Working Toward Implementation (Virtual) (Groundwater Resources Association) <i>Jun. 9-10, 2021, 8:30 a.m. – 5:00 p.m.</i> <i>Registration deadline: 6/7/21</i>	
13	Council of Water Utilities Meeting <i>Jun. 15, 2021, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: None</i>	

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
14	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Jul. 14, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
15	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Aug. 11, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
16	Council of Water Utilities Meeting <i>Aug. 17, 2021, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: None</i>	
17	CSDA Quarterly Meeting <i>Aug. 19, 2021, 6:00 p.m.</i> <i>Registration deadline: TBD</i>	
18	CSDA Annual Conference <i>Aug. 30-Sept. 2, 2021 in Monterey</i> <i>Registration deadline: 7/30/21</i>	
19	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Sept. 8, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
20	Western Groundwater Congress (Groundwater Resources Association) <i>Sept. 13-15, 2021; Los Angeles Marriott Burbank Airport Hotel</i> <i>Registration deadline: TBD</i>	
21	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Oct. 13, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
22	Council of Water Utilities Meeting <i>Oct. 19, 2021, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: None</i>	
23	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Nov. 10, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
24	CSDA Quarterly Meeting <i>Nov. 18, 2021, 6:00 p.m.</i> <i>Registration deadline: TBD</i>	MacKenzie ◇
25	ACWA Fall Conference <i>Nov. 30-Dec. 3, 2021–Pasadena</i> <i>Registration deadline: TBD</i>	
26	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Dec. 8, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
27	Colorado River Water Users Association Conference (CRWUA) <i>Dec. 13-15, 2021</i> <i>Registration deadline: TBD</i>	

The following abbreviations indicate arrangements that have been made by staff:

R=Registration; **H**=Hotel; **A**=Airline; **S**=Shuttle; **C**=Car; **T**=Tentative

◇=Attendee to self-register for virtual meeting.



Agenda Item: 14

STAFF REPORT

Board Meeting Date: April 7, 2021
Prepared By: Lisa Soto

SUBJECT: ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

SUMMARY: This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming Board meetings and/or identify press release opportunities.

Staff-generated list of tentative items for future agendas:

- Mutual Aid Agreement (April)
- Warner Wellfield Assessment (April)
- Fiscal Year 2022 Budget (May/June - following Fiscal Policy Committee review)



Agenda Item: 15

STAFF REPORT

Board Meeting Date: April 7, 2021
Prepared By: Lisa Soto

SUBJECT: COMMENTS BY DIRECTORS

SUMMARY: This item is placed on the agenda to enable individual Board members to convey information to the Board and the public not requiring discussion or action.



Agenda Item: 16

STAFF REPORT

Board Meeting Date: April 7, 2021
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL COUNSEL

SUMMARY: Informational report by the General Counsel on items not requiring discussion or action.



STAFF REPORT

Agenda Item: 17

Board Meeting Date:

April 7, 2021

Prepared By:

Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL MANAGER

SUMMARY: Informational report by the General Manager on items not requiring discussion or action.

NOTICE OF ADJOURNED MEETING
OF THE BOARD OF DIRECTORS OF THE
VISTA IRRIGATION DISTRICT

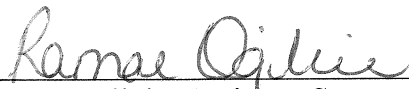
A REGULAR MEETING OF THE BOARD OF DIRECTORS OF VISTA IRRIGATION DISTRICT, HELD ON APRIL 7, 2021 WAS ADJOURNED UNTIL 9:00 AM, APRIL 21, 2021 AT THE OFFICE OF THE VISTA IRRIGATION DISTRICT, 1391 ENGINEER STREET, VISTA, CALIFORNIA.

* * * * *

AFFIDAVIT OF POSTING ORDER OF ADJOURNMENT OF MEETING

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Ranae Ogilvie, hereby certify that I am the duly appointed, qualified Assistant Secretary of the Board of Directors of Vista Irrigation District; that the foregoing is duly noted in the Minutes of said Regular Meeting of the Board of Directors of Vista Irrigation District; that said Regular Board Meeting was ordered adjourned to the time and place above specified; and that I posted a copy of this order of adjournment near the public entrance to the Board Room at the offices of the District.



Ranae Ogilvie, Assistant Secretary
Board of Directors
Vista Irrigation District

POSTED: April 7, 2021